

1 that OAH take the hearing scheduled for July 7, 2008, off calendar.

2 9. Each party hereto represents and warrants that it has received independent advice
3 from its attorney(s) and/or other representatives prior to entering into this Agreement, and in
4 executing this Agreement relied solely on the statements set forth herein and the advice of its own
5 counsel and/or representative.

6 10. In that the parties have had the opportunity to draft, review and edit the language of
7 this Agreement, no presumption for or against any party arising out of drafting all or part of this
8 Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly,
9 the parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

10 11. The waiver of any provision of this Agreement shall not operate to waive any other
11 provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement
12 must be in writing signed by the parties hereto.

13 12. Each signatory hereto represents and warrants that he/she possesses the necessary
14 capacity and authority to execute this Agreement and bind the parties hereto.

15 13. This Agreement may be executed in one or more counterparts, each of which shall be
16 an original but all of which, together, shall be deemed to constitute a single document. A fax
17 signature shall be deemed the same as an original signature.

18
19
20 Dated: 6/30/08
21 AS

PRESTON DuFAUCHARD
California Corporations Commissioner

22
23 By: _____
24 Alan S. Weinger
Acting Deputy Commissioner

25 Dated: 6/30/08
26

PAYDAY ADVANCE EXPRESS, INC.

27 By: _____
28 Ajit Ahooja
Owner

