

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
4 Department of Corporations
320 West 4th Street, Ste. 750
5 Los Angeles, California 90013-2344
Telephone: (213) 576-7604 Fax: (213) 576-7181

6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

| | | | |
|----|------------------------------------|---|-------------------------------|
| 11 | In the Matter of Accusation of THE |) | OAH No.: L-2009120016 |
| 12 | CALIFORNIA CORPORATIONS |) | |
| 12 | COMMISSIONER, |) | File No.: 603-6988 |
| 13 | |) | |
| 13 | Complainant, |) | SETTLEMENT AGREEMENT |
| 14 | |) | |
| 15 | vs. |) | TRIAL DATE: February 26, 2010 |
| 16 | OSCAR SOTO VASQUEZ, |) | ASSIGNED TO: |
| 17 | Respondent. |) | |
| 18 | |) | |

19 This Settlement Agreement is entered into between Oscar Soto Vasquez (“Vasquez”) and the
20 California Corporations Commissioner (“Commissioner”), and is made with respect to the following
21 facts:

22 **RECITALS**

23 A. Vasquez was at all times relevant herein, the president, director and sole shareholder
24 of Quest Home Loans, Inc. doing business as Quest Mortgage (“Quest”), a lender previously
25 licensed by the California Corporations Commissioner (“Commissioner”) pursuant to the California
26 Finance Lenders Law of the State of California (California Financial Code § 22000 et seq.)
27 (“CFLL”).
28

1 B. Quest held finance lenders license number 603-6988 from October 12, 1999 through
2 August 26, 2008 when its license was revoked for failing to pay the annual assessment as required
3 by the CFLL. Quest had its last licensed location at 251 S B Street, Oxnard, California.

4 C. On November 4, 2009, Vasquez was personally served with a Notice of Intention to
5 Issue Order Pursuant to California Financial Code Section 22169 (Bar From Any Position of
6 Employment, Management or Control of Any Finance Lender/Broker), Accusation and
7 accompanying documents issued by the Commissioner on October 29, 2009 (“Accusation”).
8 Vasquez has filed a Notice of Defense with the Commissioner and the matter is set for hearing on
9 February 26, 2010.

10 D. It is the intention and desire of the parties to resolve these matters without the
11 necessity of a hearing and/or other litigation.

12 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
13 forth herein, the parties agree as follows:

14 **TERMS AND CONDITIONS**

15 1. This Settlement Agreement is entered into for the purpose of judicial economy and
16 expediency, and to avoid the expense of a hearing, and possible further court proceedings.

17 2. Vasquez hereby admits the allegations contained in the Accusation. Vasquez’s
18 admissions herein are solely for the limited purposes of this proceeding and any future proceedings
19 that may be initiated by or brought before the Commissioner against Vasquez. It is the intent and
20 understanding between the parties that this Settlement Agreement, and particularly Vasquez’s
21 admissions herein, shall not be binding or admissible against Vasquez in any action(s) brought
22 against Vasquez by third parties.

23 3. Vasquez hereby agrees to the immediate issuance by the Commissioner of an Order
24 barring Vasquez from any position of employment, management or control of any finance lender
25 and/or broker for a period of three (3) years to commence upon the execution and delivery of this
26 Settlement Agreement. A copy of the bar order is attached and incorporated as Exhibit A.

27 4. Vasquez acknowledges his right to an administrative hearing under California
28 Financial Code section 22169 in connection with the bar, and hereby waives his right to a hearing,

1 and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Finance
2 Lenders Law, the California Administrative Procedure Act, the California Code of Civil Procedure,
3 or any other provision of law in connection with the bar.

4 5. Vasquez further agrees, that if the Commissioner finds, after a hearing to be held
5 before an administrative law judge, in accordance with the Administrative Procedure Act, California
6 Government Code Sections 11500 et seq., that Vasquez has at any time during the first three year
7 period after he returns to the finance lender/broker industry, if he ever does, whether as an individual
8 licensee, or as an employee, officer, director, general partner, person responsible for the entity's
9 lending activities or owns or controls, directly or indirectly, ten percent or more of the entity's
10 outstanding interests or equity securities of a licensed entity, violated any of the statutes and rules set
11 forth in the Accusation or any statues or rules similar thereto, the Commissioner may immediately
12 issue an order barring Vasquez from any further employment, management or control of any finance
13 lender and/or broker.

14 6. Vasquez hereby waives his right to any reconsideration, appeal or other right to
15 review of any finding by the Commissioner pursuant to paragraph 5 above which may be afforded
16 pursuant to the Finance Lenders Law, the California Administrative Procedure Act, the California
17 Code of Civil Procedure, or any other provision of law in connection therewith.

18 7. Vasquez acknowledges and agrees that the bar as provided for above in paragraph 5
19 above shall not be the exclusive remedy available to the Commissioner in pursuing future violations
20 but may be sought and employed in addition to any other remedy available pursuant to the Finance
21 Lenders Law.

22 8. The parties hereby acknowledge and agree that this Settlement Agreement is intended
23 to constitute a full, final and complete resolution of the Accusation. The parties further acknowledge
24 and agree that nothing contained in this Settlement Agreement shall operate to limit the
25 Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution,
26 administrative, civil or criminal, brought by any such agency against Vasquez based upon any of the
27 activities alleged in these matters or otherwise.

28 9. The Commissioner shall cause this Settlement Agreement to be filed with the Office

1 of Administrative Hearings within five days of its execution by all parties hereto, but no later than
2 February 25, 2010.

3 10. Each of the parties represents, warrants, and agrees that it has received independent
4 advice from its attorney(s) and/or representative(s) with respect to the advisability of executing this
5 Settlement Agreement.

6 11. Each of the parties represents, warrants, and agrees that in executing this Settlement
7 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel
8 and/or representative. Each of the parties further represents, warrants, and agrees that in executing
9 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of
10 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any
11 party or any other person or entity to make any statement, representation or disclosure of anything
12 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
13 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the
14 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this
15 Settlement Agreement.

16 12. This Settlement Agreement is the final written expression and the complete and
17 exclusive statement of all the agreements, conditions, promises, representations, and covenants
18 between the Parties with respect to the subject matter hereof, and supercedes all prior or
19 contemporaneous agreements, negotiations, representations, understandings, and discussions
20 between and among the Parties, their respective representatives, and any other person or entity, with
21 respect to the subject matter covered hereby.

22 13. In that the parties have had the opportunity to draft, review and edit the language of
23 this Settlement Agreement, no presumption for or against any party arising out of drafting all or any
24 part of this Settlement Agreement will be applied in any action relating to, connected, to, or
25 involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil
26 Code section 1654 and any successor or amended statute, providing that in cases of uncertainty,
27 language of a contract should be interpreted most strongly against the party who caused the
28 uncertainty to exist.

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14. This Settlement Agreement shall not become effective until signed and delivered by all Parties.

15. This Settlement Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document. This Settlement Agreement may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

16. Each signator hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement.

Dated: 02/09/10

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Deputy Commissioner

Dated: 02/08/10

By _____
OSCAR SOTO VASQUEZ, an individual