

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement (“Agreement”) is entered into between Judy Salter, doing
3 business as Instant Cash (“Salter”) and the California Corporations Commissioner (“Commissioner”)
4 with respect to the following facts:

5 **RECITALS**

6 A. Instant Cash is a fictitious business name for Judy Salter, an individual. Instant Cash has
7 its principal place of business located at 951 W. Foothill Blvd., Upland, CA 91786.

8 B. Judy Salter is the only owner of Instant Cash and is authorized to enter into this
9 agreement.

10 C. Judy Salter, doing business as Instant Cash holds license number 100-1485 from the
11 Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to
12 California Financial Code sections 23005, 23008 and 23009.

13 D. On January 17, 2008, the Commissioner issued a Notice of Intention to Revoke
14 California Deferred Deposit Transaction License and accompanying documents to Respondent Judy
15 Salter, doing business as Instant Cash (“Respondent”). Respondent was personally served with the
16 Notice and accompanying documents on January 24, 2008. Respondent submitted its Notice of
17 Defense requesting an administrative hearing as authorized pursuant to California Financial Code.
18 On March 7, 2008, the Commissioner issued an Amended Accusation, Amended Citations and
19 Amended Desist and Refrain Order, and Order Voiding Deferred Deposit Transactions to
20 Respondent. Respondent was personally served with the Amended Accusation and accompanying
21 documents on March 12, 2008.

22 E. The hearing was held on March 26, 2008 at the Office of Administrative Hearings, 320
23 W. 4th St., Suite # 630, Los Angeles, California before Administrative Law Judge H. Stuart
24 Waxman (“Judge Waxman”).

25 F. On April 11, 2008, Judge Waxman issued his proposed decision wherein Judge Waxman
26 found that Respondent had violated California Financial Code §§ 23027, 23035 (c)-(e), 23050, and
27 California Code of Regulations, title 10, § 2025. Judge Waxman, based on his findings, issued a
28 proposed decision that:

1 Act, the California Code of Civil Procedure or any other provision of law in connection with this
2 matter.

3 4. Respondents hereby agree to pay to the Commissioner thirty-thousand dollars (\$30,000)
4 for the Citations (“Citation Payment”). The first citation payment in the amount of seven thousand
5 five hundred dollars (\$7,500) is due on or before April 1, 2009. The second citation payment in the
6 amount of seven thousand five hundred dollars (\$7,500) is due on or before July 1, 2009. The third
7 citation payment in the amount of seven thousand five hundred dollars (\$7,500) is due on or before
8 October 1, 2009. The fourth and final citation payment in the amount of seven thousand five hundred
9 dollars (\$7,500) is due on or before January 1, 2010. If at anytime either the first, second, third, or
10 fourth citation payment is not received by the date specified, the entire remaining balance of citation
11 payments shall become immediately due. Failure to pay the first, second, third, or fourth citation
12 payments by their specified dates or the remaining balance of citation payments if the citation
13 payments are not received by the date specified, shall be a breach of this Agreement and shall be
14 cause for the Commissioner to revoke or deny, respectively, any Department of Corporations license
15 or any pending application of Salter and any company owned or controlled by Salter, her successors
16 and assigns, by whatever names they might be known. Salter waives any notice and hearing rights to
17 contest such revocations or denials, which may be afforded under the Financial Code, the APA, the
18 Code of Civil Procedure, or any other legal provisions. Salter’s Citation Payment shall be payable to
19 the California Department of Corporations and delivered to the Department of Corporations’ Los
20 Angeles Office to the attention of the Complainant’s Enforcement counsel Johnny Vuong.

21 5. This Agreement, including the attached Final Order is the final written expression and the
22 complete and exclusive statement of all the agreements, conditions, promises, representations, and
23 covenants between the parties with respect to the subject matter hereof, and supercedes all prior or
24 contemporaneous agreements, negotiations, representations, understandings, and discussions
25 between and among the parties, their respective representatives, and any other person or entity.

26 6. Notwithstanding any other provision contained herein, nothing in this Agreement shall
27 operate to limit the Commissioner’s ability to investigate and prosecute violations of the California
28 Deferred Deposit Transaction Law not addressed herein, or to assist any other agency (county, state

1 or federal) with any prosecution, administrative, civil or criminal, brought by such agency against
2 Salter.

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

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

10 9. Each signatory hereto covenants that they possess all necessary capacity and authority to
11 sign and enter into this Agreement. Each signatory warrants and represents that such signatory is
12 fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without
13 limiting the generality of the foregoing, each signatory warrants and represents that it is fully entitled
14 to enter into the covenants, and undertake the obligations set forth herein.

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

18 Dated: 1/27/09 California Corporations Commissioner

19
20
21 By _____
22 Alan S. Weinger
23 Lead Corporations Counsel

24 Dated: 1/22/09 Judy Salter, doing business as Instant Cash

25
26 By _____
27 Judy Salter
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