

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN M. ROONEY
Assistant Chief Counsel
3 JOHNNY VUONG (State Bar No. 249570)
Senior Counsel
4 Department of Business Oversight
320 West 4th Street, Suite 750
5 Los Angeles, California 90013
Telephone: (213) 576-7604
6 Facsimile: (213) 576-7181

7 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
9 OF THE STATE OF CALIFORNIA

11	In the Matter of:)	OAH NO. 2015080892
)	ESCROW LICENSE NO.: 963-2093
12	THE COMMISSIONER OF BUSINESS)	
13	OVERSIGHT,)	
)	
14	Complainant,)	
)	STIPULATION TO AMENDED ORDER TO
15	v.)	DISCONTINUE VIOLATIONS PURSUANT
)	TO FINANCIAL CODE SECTION 17602 AND
16	SELECT ESCROW, INC.,)	AMENDED STATEMENT OF FACTS IN
17)	SUPPORT OF ORDER TO DISCONTINUE
18	Respondent.)	VIOLATIONS PURSUANT TO FINANCIAL
)	CODE SECTION 17602
19)	
20)	
21)	

22 IT IS HEREBY STIPULATED BY AND BETWEEN RESPONDENTS SELECT
23 ESCROW, INC. (“SELECT”), AND THE COMMISSIONER OF BUSINESS OVERSIGHT
24 (“COMMISSIONER”), AS FOLLOWS:

25 WHEREAS, on June 30, 2015, the Commissioner served Select with an Order to
26 Discontinue Violations Pursuant to Financial Code Section 17602 and Statement of Facts In
27 Support Of Order To Discontinue Violations Pursuant to Financial Code Section 17602 issued on
28

1 June 23, 2015 (“Discontinue Order and SIS”). Attached hereto as Exhibit “A” and incorporated by
2 reference is a true and correct copy of the Discontinue Order and SIS;

3 WHEREAS, Select filed a Notice of Defense requesting a hearing on the Discontinue
4 Order and SIS and the Office of Administrative Hearings has set a hearing for this matter on
5 February 23-25, 2016;

6 WHEREAS, it is the intention and desire of the parties to resolve the Discontinue Order and
7 SIS without the necessity of a hearing and/or other litigation by entering into this Stipulation; and

8 WHEREAS, the Commissioner finds that this action is appropriate in the public interest and
9 consistent with the purposes fairly intended by the policy and provisions of this law.

10 IT IS HEREBY STIPULATED AND AGREED between Select and the Commissioner as
11 follows:

12 1. The Commissioner will issue an Amended Order to Discontinue Violations Pursuant
13 to Financial Code Section 17602 and Amended Statement of Facts In Support Of Order To
14 Discontinue Violations Pursuant to Financial Code Section 17602 (collectively “Amended Order
15 and SIS”) as set forth in Exhibit “B” attached to this Stipulation (“Stipulation”), amending the June
16 23, 2015 Discontinue Order and SIS.

17 2. Select stipulates to the finality of the Amended Order and SIS and hereby waives
18 their right to a hearing on the Amended Order and SIS, and to any reconsideration, appeal, or other
19 right which may be afforded under the California Escrow Law (Fin. Code § 17000 et seq.); the
20 Administrative Procedure Act (Govt. Code § 11370 et seq.); the Code of Civil Procedure (Code of
21 Civ. Proc., § 1 et seq.).

22 3. The parties acknowledge and agree that this Stipulation is intended as a full, final,
23 and complete resolution of the Discontinue Order and SIS. The parties further acknowledge and
24 agree that nothing contained in this Stipulation shall operate to limit the Commissioner’s ability to
25 assist any other agency (city, county, state, or federal) with any prosecution, administrative, civil,
26 criminal, brought by any such agency against Select based on any of the activities alleged in these
27 matters or otherwise.
28

1 4. Select enters into this Stipulation voluntarily and without coercion and acknowledge
2 that no promises, threats, or assurances have been made by the Commissioner or any officer, or
3 agent thereof, about this Stipulation.

4 5. The Commissioner reserves the right to bring any future actions against Select or
5 any of its officers, directors, shareholders, or employees for any and all unknown or future
6 violations of the Escrow Law. This Stipulation shall not serve to exculpate Select or any of its
7 officers, directors, shareholders, or employees from any liability for any and all unknown or future
8 violations of the Escrow Law.

9 6. Each of the parties represents and warrants that they have received independent
10 advice from their attorneys and/or other representatives with respect to the advisability of executing
11 this Stipulation.

12 7. Each of the parties represents, warrants, and agrees that in executing this Stipulation
13 they have relied solely on the statements set forth in the Stipulation and the advice of their own
14 attorneys and/or representatives. Each of the parties represents, warrants, and agrees that in
15 executing this Stipulation they have placed no reliance on any statement, representation, or promise
16 of any other party, or any person or entity not expressly set forth herein, or upon the failure of any
17 party or any other person or entity to make any statement, representation, or disclosure of anything
18 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
19 any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of
20 parol evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

21 8. This Stipulation is the final written expression and the complete and exclusive
22 statement of all stipulations, agreements, conditions, promises, representations, and covenants
23 between the parties with respect to the matter hereof, and supersedes all prior or contemporaneous
24 agreements, discussions, negotiations, representations, and understandings between and among the
25 parties, their respective representatives, and any other person or entity, with respect to the subject
26 matter covered in this Stipulation.

27 9. In that the parties have had the opportunity to draft, review and edit the language of
28 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this

1 Stipulation will be applied in any action relating to, connected, to, or involving this Stipulation.
2 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or
3 amended statute, providing that in cases of uncertainty, language of a contract should be interpreted
4 most strongly against the party who caused the uncertainty to exist.

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

8 11. This Stipulation shall not become effective until signed by all parties.

9 12. This Stipulation may be executed in one or more counterparts, each of which shall
10 be an original but all of which, together, shall be deemed to constitute a single document.

11 13. This Stipulation may be executed by facsimile or scanned signature, and any such
12 facsimile or scanned signature by any party hereto shall be deemed to be an original signature and
13 shall be binding on such party to the same extent as if such facsimile or scanned
14 signature were an original signature.

15 14. Each signatory hereto covenants that he/she possesses all necessary capacity and
16 authority to sign and enter into this Stipulation.

17
18
19 Dated: 2/17/16

JAN LYNN OWEN
Commissioner of Business Oversight

21 By: _____
22 MARY ANN SMITH
23 Deputy Commissioner
24 Enforcement Division

25 Dated: 2/16/16

SELECT ESCROW, INC.

27 By: _____
28 BRETT MECKES,
President of Select Escrow, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

MICHAEL A. KALE, ESQ. Attorney for
SELECT ESCROW, INC.

JAN LYNN OWEN
Commissioner of Business Oversight

By _____
JOHNNY VUONG
Senior Counsel