

1 PRESTON DuFAUCHARD  
California Corporations Commissioner  
2 ALAN S. WEINGER  
Acting Deputy Commissioner  
3 JUDY L. HARTLEY (CA BAR NO. 110628)  
Senior Corporations Counsel  
4 Department of Corporations  
320 West 4<sup>th</sup> 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

10  
11 In the Matter of the Accusation of THE ) OAH Case No.  
CALIFORNIA CORPORATIONS )  
12 COMMISSIONER, ) File No.: 963-0288  
13 )  
Complainant, ) SETTLEMENT AGREEMENT  
14 )  
15 vs. )  
16 STAR ESCROW CO., INC., CAROLE A. )  
WORRELL aka CAROLYN A. WORRELL, )  
17 ELISA WORRELL, and MARIA GOMEZ aka )  
MARIA ALEJANDRE, )  
18 )  
19 Respondents. )

20  
21 This Settlement Agreement is entered into between Carole A. Worrell also known as Carolyn  
22 A. Worrell (“C. Worrell”) and Elisa Worrell (“E. Worrell”), on the one hand, and the California  
23 Corporations Commissioner ("Commissioner") on the other hand, and is made with respect to the  
24 following facts:

25 **RECITALS**

26 A. C. Worrell is, and was at all times relevant herein, the president and sole shareholder  
27 of Star Escrow Co., Inc. (“Star Escrow”).  
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1 B. E. Worrell is, and was at all times relevant herein, the secretary and treasurer of Star  
2 Escrow.

3 C. Star Escrow was, at all times relevant, an escrow agent licensed by the Commissioner  
4 pursuant to the Escrow Law of the State of California (California Financial Code § 17000 et seq.).  
5 Star Escrow had its principal place of business located at 3929 Tweedy Boulevard, South Gate,  
6 California 90280.

7 D. On May 18, 2009, the Commissioner had C. Worrell and E. Worrell served with a  
8 Notice of Intention to Issue Order to Revoke Escrow Agent’s License and To Issue Orders Pursuant  
9 to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation  
10 and accompanying documents dated May 15, 2009. C. Worrell and E. Worrell have filed Notices of  
11 Defense with the Commissioner in the above-referenced matter.

12 E. It is the intention and desire of the parties to resolve this matter without the necessity  
13 of a hearing and/or other litigation.

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

16 **TERMS AND CONDITIONS**

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

19 2. C. Worrell, without admitting or denying any of the allegations contained in the  
20 Accusation described in paragraph D above, hereby agrees to the issuance by the Commissioner of  
21 an order barring C. Worrell from any position of employment, management or control of any escrow  
22 agent. The bar order shall become effective upon execution of this Settlement Agreement. A copy  
23 of the bar order is attached and incorporated as Exhibit A.

24 3. C. Worrell acknowledges her right to an administrative hearing under Financial Code  
25 section 17423 in connection with the bar and hereby waives her right to a hearing, and to any  
26 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the  
27 California Administrative Procedure Act, the California Code of Civil Procedure, or any other  
28 provision of law in connection with this matter herein.

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4. E. Worrell, without admitting or denying any of the allegations contained in the Accusation described in paragraph D above, hereby agrees to the issuance by the Commissioner of an order (i) suspending E. Worrell from any position of employment of any escrow agent for a period of two years, and (ii) barring E. Worrell from any position of management or control of any escrow agent. The order shall become effective retroactive to May 23, 2009. A copy of the suspension/bar order is attached and incorporated as Exhibit B.

5. E. Worrell acknowledges her right to an administrative hearing under Financial Code section 17423 in connection with the bar and hereby waives her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

6. C. Worrell and E. Worrell acknowledge that Star Escrow was served with the pleadings described in paragraph D above on or about May 23, 2009 and that Star Escrow will not be requesting a hearing. C. Worrell and E. Worrell further acknowledge that as a result, the escrow agent’s license of Star Escrow will be revoked by the Commissioner upon termination of the pending conservatorship of Star Escrow.

7. The parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against C. Worrell and/or E. Worrell based upon any of the activities alleged in this matter or otherwise.

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

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

11           10. This Settlement Agreement is the final written expression and the complete and  
12 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
13 between the parties with respect to the subject matter hereof, and supercedes all prior or  
14 contemporaneous agreements, negotiations, representations, understandings, and discussions  
15 between and among the parties, their respective representatives, and any other person or entity, with  
16 respect to the subject matter covered hereby.

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

24           12. This Settlement Agreement may be executed in one or more counterparts, each of  
25 which shall be an original but all of which, together, shall be deemed to constitute a single  
26 document.

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

Dated: 6/4/09

PRESTON DuFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
ALAN S. WEINGER  
Acting Deputy Commissioner

Dated: 6/3/09

By \_\_\_\_\_  
CAROLE A. WORRELL, an individual

Dated: 6/3/09

By \_\_\_\_\_  
ELISA WORRELL, an individual