

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
7

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. L-2009060038
CALIFORNIA CORPORATIONS)
12 COMMISSIONER,) File No.: 963-0288
13)
Complainant,) SETTLEMENT AGREEMENT
14)
vs.)
15)
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 Maria Gomez also known as Maria
22 Alejandre (“Gomez”) and the California Corporations Commissioner (“Commissioner”) and is made
23 with respect to the following facts:

24 **RECITALS**

25 A. Gomez was at all times relevant herein, an escrow officer of Star Escrow Co., Inc.
26 (“Star Escrow”).

27 B. Star Escrow was at all times relevant herein an escrow agent licensed by the
28 Commissioner pursuant to the Escrow Law of the State of California (California Financial Code §

1 17000 et seq.). Star Escrow had its principal place of business located at 3929 Tweedy Boulevard,
2 South Gate, California 90280.

3 C. On May 21, 2009, Gomez was personally served with a Notice of Intention to Issue
4 Order Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow
5 Agent), Accusation and accompanying documents dated May 15, 2009. Gomez has filed a Notice of
6 Defense with the Commissioner in the above-referenced matter. The matter is currently scheduled
7 to go to trial on July 3, 2009.

8 D. It is the intention and desire of the parties to resolve this matter without the necessity
9 of a hearing and/or other litigation.

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

12 **TERMS AND CONDITIONS**

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

15 2. Gomez, without admitting or denying any of the allegations contained in the
16 Accusation described in paragraph C above, hereby agrees to the issuance by the Commissioner of
17 an order (i) suspending Gomez from any position of employment of any escrow agent for a period of
18 six months, and (ii) barring Gomez from any position of management or control of any escrow agent
19 for a period of five years. The order shall become effective retroactive to May 21, 2009. A copy of
20 the suspension/bar order is attached and incorporated as Exhibit A.

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

26 4. Gomez further acknowledges her right to apply for reinstatement or reduction under
27 Government Code section 11522 in connection with the bar from management and control, and in
28 exchange for the Commissioner's agreement that the bar shall automatically terminate five years

1 from its effective date, hereby waives her right to apply for reinstatement or reduction under
2 Government Code section 11522 during that five-year period.

3 5. Gomez further agrees to meet with the Commissioner's representatives on or before
4 June 23, 2009 to disclose to the Commissioner's representatives all the information she has with
5 respect to the post-eviction operations of Star Escrow, to include identifying with specificity all the
6 Star Escrow trust account checks signed by Gomez bearing a date of February 22, 2009 or later. The
7 parties agree that for purposes of this Settlement Agreement, the eviction date of Star Escrow shall
8 be February 23, 2009.

9 6. Gomez additionally agrees that she will cooperate with any investigation and/or
10 prosecution, whether administrative, civil or criminal, brought by any federal, state or local
11 regulatory and/or law enforcement agency with respect to information she may have regarding the
12 post eviction activities of Irene Smith and/or Charles A. Smith with regard to Star Escrow, including
13 testifying at any hearing and/or trial.

14 7. The parties hereby acknowledge and agree that this Settlement Agreement is intended
15 to constitute a full, final and complete resolution of this matter. In furtherance thereof, the
16 Commissioner hereby agrees that he will not take any further administrative or civil action against
17 Gomez or recommend this matter for prosecution by any other regulatory and/or law enforcement
18 agency (federal, state or local) with regard to any Star Escrow transactions that occurred during the
19 period of February 22, 2008 through April 1, 2009, so long as Gomez remains in compliance with
20 the terms of this Settlement Agreement. However, the Commissioner reserves the right to bring action
21 against Gomez for violation(s) of the Escrow Law, which do not relate to the allegations contained in
22 the Accusation or Star Escrow transactions occurring during the time period described herein above.
23 Gomez acknowledges that the Commissioner is required by statute to notify the Department of Real
24 Estate and the Department of Insurance of all actions taken by the Commissioner under Financial Code
25 section 17423, and that such notification does not constitute a recommendation for prosecution.

26 8. The parties further acknowledge and agree that nothing contained in this Settlement
27 Agreement shall operate to limit the Commissioner's ability to cooperate, if requested, with any other
28 regulatory and/or law enforcement agency, (federal, state or local) with any prosecution, administrative,

1 civil or criminal, brought by any such agency against Gomez based upon any of the activities alleged in
2 this matter or otherwise.

3 9. The Commissioner shall cause this Settlement Agreement to be filed with the Office
4 of Administrative Hearings within five business days of its execution.

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

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

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

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

1 language of a contract should be interpreted most strongly against the party who caused the
2 uncertainty to exist.

3 14. This Settlement Agreement may be executed in one or more counterparts, each of
4 which shall be an original but all of which, together, shall be deemed to constitute a single
5 document.

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

8 Dated: 06/25/09

PRESTON DuFAUCHARD
California Corporations Commissioner

9

By _____
ALAN S. WEINGER
Deputy Commissioner

10

11

12

13 Dated: _____

By _____
MARIA GOMEZ aka MARIA ALEJANDRE,
an individual

14

15

16

APPROVED AS TO FORM:

17

18

BARTON, KLUGMAN & OETTING LLP

19

By _____
RONALD R. ST. JOHN, Attorneys for
MARIA GOMEZ aka MARIA ALEJANDRE

20

21

PRESTON DuFAUCHARD
California Corporations Commissioner

22

23

By _____
JUDY L. HARTLEY
Senior Corporations Counsel

24

25

26

27

28