

1 MARY ANN SMITH  
Deputy Commissioner  
2 JUDY L. HARTLEY (CA BAR NO. 110628)  
Senior Corporations Counsel  
3 Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
4 Los Angeles, California 90013-2344  
Telephone: (213) 576-7604 Fax: (213) 576-7181  
5 Attorneys for Complainant  
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8 BEFORE THE DEPARTMENT OF CORPORATIONS  
9 OF THE STATE OF CALIFORNIA  
10

11 In the Matter of the Accusation of THE ) OAH No.: 2013010070  
CALIFORNIA CORPORATIONS )  
12 COMMISSIONER, ) File No.: 963-2107  
13 )  
Complainant, ) SETTLEMENT AGREEMENT  
14 )  
15 vs. ) TRIAL DATE: May 20 & 21, 2013  
16 LUCKY TEAM ESCROW, INC. and NANCY ) ASSIGNED TO:  
TRAN, )  
17 )  
18 Respondents. )

19 This Settlement Agreement is entered into between Respondent Nancy Tran (“Tran”) and  
20 Complainant the California Corporations Commissioner ("Commissioner"), and is made with respect  
21 to the following facts:

22 **RECITALS**

23 A. Tran was, at all times relevant to the Accusation described in paragraph B below  
24 (“Accusation”), the president and a majority shareholder of Lucky Team Escrow, Inc. (“Lucky  
25 Team”), an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of  
26 California (California Financial Code section 17000 et seq.). Tran no longer has any ownership  
27 interest in Lucky Team nor any employment, officer, or directorial positions with Lucky Team.  
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1 Lucky Team has its principal place of business located at 13305 Brookhurst Avenue, Garden Grove,  
2 California 92843.

3 B. On October 24, 2012, Tran was personally served by the Commissioner with a Notice  
4 of Intention to Issue Order to Revoke Escrow Agent’s License and To Issue Order Pursuant to  
5 Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation  
6 and accompanying documents dated October 2, 2012. Tran timely filed a Notice of Defense with the  
7 Commissioner and the matter is currently scheduled for a two day hearing at the Office of  
8 Administrative Hearings on May 20 and 21, 2013.

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

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

13 **TERMS AND CONDITIONS**

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

16 2. Tran, without admitting or denying any of the allegations contained in the  
17 Accusation, hereby agrees to the issuance by the Commissioner of an order barring Tran from any  
18 position of employment, management or control of an escrow agent. The bar order shall become  
19 effective immediately upon execution of this Settlement Agreement. A copy of the bar order is  
20 attached and incorporated herein as Exhibit A.

21 3. Tran acknowledges her right to an administrative hearing under Financial Code  
22 section 17423 in connection with the bar and hereby waives that right to a hearing, and to any  
23 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. Tran further agrees that the allegations contained in the Accusation shall be deemed  
27 to have been admitted by Tran should Tran ever apply to the Commissioner for reinstatement or  
28 reduction of penalty under Government Code section 11522. Such admissions shall not be binding

1 or admissible against Tran in any action(s) brought against Tran by third parties.

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

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

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

21 8. This Settlement Agreement is the final written expression and the complete and  
22 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
23 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, with  
26 respect to the subject matter covered hereby.

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

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

6 10. The Commissioner shall cause this Settlement Agreement to be filed with the Office  
7 of Administrative Hearings within five business days of its execution.

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

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

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

16 Dated: 4/2/13 JAN LYNN OWEN  
17 California Corporations Commissioner

18 By \_\_\_\_\_  
19 MARY ANN SMITH  
20 Deputy Commissioner

21 Dated: 3/25/13 By \_\_\_\_\_  
22 NANCY TRAN, an individual

23 APPROVED AS TO FORM:

24 LAW OFFICES OF RONALD M. TALMO

25 By \_\_\_\_\_  
26 RONALD M. TALMO, ESQ. Attorney for  
27 NANCY TRAN

28 (signatures continued on page 5)

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JAN LYNN OWEN  
California Corporations Commissioner

By \_\_\_\_\_  
JUDY L. HARTLEY  
Senior Corporations Counsel