

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

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF CORPORATIONS

TO: U S MAIL ETC, INC.
9250 Reseda Blvd., #2B
Northridge, CA 91324

CITATIONS
AND
DESIST AND REFRAIN ORDER
(Pursuant to California Financial Code sections 23050 and 23058)
ORDER VOIDING DEFERRED DEPOSIT TRANSACTIONS
(Pursuant to California Financial Code Section 23060)

The California Corporations Commissioner finds that:

1. U S Mail Etc, Inc. hereinafter “Licensee” is, and was at all relevant times herein, a corporation authorized to conduct business in California with its principal place of business located at 9250 Reseda Blvd., #2B, Northridge, CA 91324.

2. On or about September 6, 2006, Licensee obtained a license from the California Corporations Commissioner (“Commissioner”) to engage in the business of deferred deposit transactions at 9250 Reseda Blvd., #2B, Northridge, CA 91324.

3. An examination of Licensee conducted by the Commissioner on February 5, 2008 at 9250 Reseda Blvd., #2B, Northridge, CA 91324 disclosed the following violations:

Citation A. Licensee failed to include Department’s toll free number, which is 1-(866) Ask Corp (275-2677), in the Notice required to be provided to customers prior to entering into deferred deposit transactions in violation of Financial Code section 23035 (c) (4).

Citation B. Licensee failed to meet the minimum net worth requirement of \$25,000 as of December 31, 2007 in violation of Financial Code section 23007.

Citation C. Licensee entered into three deferred deposit transactions totaling \$900 with three customers during the period those three customers had three existing deferred deposit transactions totaling \$900 in effect in violation of Financial Code section 23036 (c).

1 Pursuant to California Financial Code section 23058, Licensee is hereby ordered to pay to the
2 Commissioner an administrative penalty in the total amount of \$6,500 for the following Citation
3 within 30 days from the date of this citation.

- 4 Citation A. \$1,500
- 5 Citation B. \$2,500
- 6 Citation C. \$2,500

7 Pursuant to California Financial Code section 23050, Licensee is hereby ordered
8 to desist and refrain from engaging in the business of deferred deposit transactions in the State of
9 California in violation of the above referenced section.

10 The Citations and Desist and Refrain Order are necessary, in the public
11 interest, for the protection of consumers and is consistent with the purposes, policies and
12 provisions of the California Deferred Deposit Transaction Law. The Citations and Desist and
13 Refrain Order shall remain in full force and effect until further order of the Commissioner.

14 The Citations and Desist and Refrain Order are separate from any further action that may
15 include other administrative, civil or criminal remedies that the Commissioner may take based upon
16 the violations of law cited herein or otherwise.

17
18 California Financial Code section 23058 provides, in relevant part:

19 (a) If, upon inspection, examination or investigation, based upon a
20 complaint or otherwise, the department has cause to believe that a person
21 is engaged in the business of deferred deposit transactions without a license,
22 . . . the department may issue a citation to that person in writing, describing
23 with particularity the basis of the citation. Each citation may contain . . . an
assessment of an administrative penalty not to exceed two thousand five hundred
dollars (\$2,500)
24 . . .

25 (c) If within 30 days from the receipt of the citation of the person cited fails
26 to notify the department that the person intends to request a hearing as
described in subdivision (d), the citation shall be deemed final.

27 (d) Any hearing held under this section shall be conducted in accordance with
28 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2
of the Government Code

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

California Financial Code section 23050 provides:

Whenever, in the opinion of the commissioner, any person is engaged in the business of deferred deposit transactions, as defined in this division, without a license from the commissioner, or any licensee is violating any provision of this division, the commissioner may order that person or licensee to desist and to refrain from engaging in the business or further violating this division. If, within 30 days, after the order is served, a written request for a hearing is filed and no hearing is held within 30 days thereafter, the order is rescinded.

ORDER VOIDING DEFERRED DEPOSIT TRANSACTIONS

Licensee willfully violated California Financial Code section 23038 by making three deferred deposits totaling \$900 to three customers during the period those three customers had three existing deferred deposit transactions totaling \$900 in effect in violation of Financial Code section 23036 (c). California Financial Code section 23060 states:

(a) If any amount other than, or in excess of, the charges or fees permitted by this division is willfully charged, contracted for, or received, a deferred deposit transaction contract shall be void, and no person shall have any right to collect or receive the principal amount provided in the deferred deposit transaction, any charges, or fees in connection with the transaction.

(b) If any provision of this division is willfully violated in the making or collection of a deferred deposit transaction, the deferred deposit transaction contract shall be void, and no person shall have any right to collect or receive any amount provided in the deferred deposit transaction, any charges, or fees in connection with the transaction.

Pursuant to Financial Code section 23060, subdivision (b), three of the above described deferred deposit transactions totaling at least \$900 shall be declared void, and no person shall have any right to collect or receive any amount provided in the deferred deposit transaction or any charges or fees in connection with these consumer transactions and is hereby ordered to immediately return any amount and all charges and fees received for these transactions.

The request for a hearing may be made by delivering or mailing a written request to:

Steven Thompson
Special Administrator
California Deferred Deposit Transaction Law
Department of Corporations
320 West 4th Street, Ste. 750
Los Angeles, California 90013-2344
(213) 576-7610

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

Dated: June 6, 2008
Los Angeles, CA

PRESTON DUFAUCHARD
California Corporations Commissioner

By _____
Steven C. Thompson
Special Administrator
California Deferred Deposit Transaction Law

1 PRESTON DUFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER (CA BAR NO. 86717)
Deputy Commissioner
3 Department of Corporations
320 West 4th Street, Ste. 750
4 Los Angeles, California 90013-2344
Telephone: (213) 576-7610 Fax: (213) 576-7130
5 Attorneys for Complainant

6
7 BEFORE THE DEPARTMENT OF CORPORATIONS
8 OF THE STATE OF CALIFORNIA
9

10 In the Matter of THE CALIFORNIA) File Nos.: 100-3280
CORPORATIONS COMMISSIONER,)
11) ORDER REVOKING CALIFORNIA
Complainant,) DEFERRED DEPOSIT TRANSACTION LAW
12) LICENSE PURSUANT TO FINANCIAL
vs.) CODE SECTION 23016
13)
14 U S MAIL ETC, INC)
15)
Respondent.)
16)
17)

18 The California Corporations Commissioner (“Commissioner”) finds that Respondent has
19 not paid the annual assessment as required by California Financial Code Section 23016, although
20 notification to pay the assessment was duly sent on or about May 20, 2010. Respondent was
21 notified on July 9, 2010 by E-Mail that payment of the assessment plus the penalty must be paid
22 no later than July 26, 2010 to avoid revocation of the California Deferred Deposit Transaction
23 Law license.

24 THEREFORE, GOOD CAUSE APPEARING, Respondent’s California Deferred Deposit
25 Transaction Law license is hereby revoked effective August 30, 2010 pursuant to California
26 Financial Code Section 23016 (c), unless the annual assessment plus the penalty is received in
27 good funds by the Department of Corporations Accounting Office located on 1515 K. Street,
28 Suite 200, Sacramento, California 95814, no later than the close of business on August 27, 2010.

1 On the effective date of this ORDER, if the annual assessment plus the penalty has not been paid,
2 you are hereby ordered and directed to discontinue engaging in the business of deferred deposit
3 transactions subject to the California Deferred Deposit Transaction Law.

4 This ORDER is to remain in full force and effect until the further written order of the
5 Commissioner of Corporations.

6
7 California Financial Code section 23016 (c) provides as follows:

8
9 If a licensee fails to pay the assessment on or before the 30th day of June
10 following the day upon which payment is due, the commissioner may by order
11 summarily suspend or revoke the certificate issued to the licensee. If, after an
12 order is made, a request for hearing is filed in writing within 30 days, and a
13 hearing is not held within 60 days thereafter, the order is deemed rescinded as of
14 its effective date. During any period when its certificate is revoked or suspended,
15 a licensee shall not conduct business pursuant to this division except as may be
16 permitted by order of the commissioner. However, the revocation, suspension or
17 surrender of a certificate shall not affect the powers of the commissioner as
18 provided in this division.

19
20 Dated: August 12, 2010
Los Angeles, CA

21 Effective: August 30, 2010

22
23 Preston DuFauchard
California Corporations Commissioner

24
25
26 B y _____
27 Steven C. Thompson
Special Administrator
28 California Deferred Deposit Transaction Law

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of December 11, 2008 by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and U S Mail Etc., Inc. (“U S Mail”) and Maud Roy (Roy), on the other hand, (hereinafter collectively “the Parties”).

RECITALS

This Agreement is made with reference to the following facts:

A. U S Mail is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in this state. U S Mail has its principal place of business located at 9250 Reseda Blvd., #2b, Northridge, CA 91324.

B. Roy is, and was at the time of the issuance of the Order described in paragraph D below, the President of U S Mail. Roy is authorized to enter into this Agreement on behalf of U S Mail.

C. U S Mail holds license number 100-3280 from the Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to California Financial Code sections 23005, 23008 and 23009.

D. On June 6, 2008, the Commissioner issued Citation(s) and a Desist and Refrain Order and Order Voiding Deferred Deferred Deposit Transaction (the “Order”) to U S Mail for violation of California Financial Code section 23035 ((c) (4), 23007 and 23036 (c), a copy of which is attached and incorporated herein as Exhibit “1.” U S Mail was served with the Order on June 9, 2008.

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

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to settle and resolve the matters between the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.
2. **Waiver of Hearing Rights.** U S Mail and Roy acknowledge the right of U S Mail to a hearing under the CDDTL in connection with the Order and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CDDTL, the California Administrative Procedure Act, the

California Code of Civil Procedure, or any other provision of law, and by waiving such rights, consent to the Order becoming final.

3. Advice of Counsel. Roy further acknowledges that she was advised to consult with counsel prior to entering into this Settlement Agreement and has decided not to consult with counsel.

4. Admissions. U S Mail and Roy admit the findings contained in the Order. The admissions of U S Mail and Roy are solely for the limited purposes of this proceeding.

5. Citations. U S Mail hereby agrees to pay to the Commissioner citations totaling SEVEN HUNDRED AND FIFTY DOLLARS (\$750) (the "Citation"). U S Mail shall pay the Citation by way of three (3) equal installments of \$250 (\$250) on before the first day of each month to commence on January 1, 2009. In the event the payment due date falls on a weekend or holiday, the payment shall be due the next business day. U S Mail shall make the checks for the payments payable to the California Department of Corporations and mail the checks to attention and address of the Department of Corporations person listed in paragraph 20. Notices.

6. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future action(s) against U S Mail and Roy, or any of the officers, directors, shareholders, or employees of U S Mail for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate U S Mail, Roy or any of the officers, directors, shareholders, or employees of U S Mail from liability for any and all unknown or future violations of the CDDTL.

7. Failure to Timely Remit Citations and Refund. U S Mail and Roy acknowledge that failure to timely pay any payment installment under this Agreement shall be a breach of this Agreement and shall be cause for the Commissioner to immediately revoke any licenses held by, and/or deny any pending application(s) of U S Mail and Roy, its successors and assigns, by whatever names they might be known, and/or any company owned or controlled by Roy. U S Mail hereby waive any notice and hearing rights to contest such revocations and/or denial(s) which may be afforded under the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

8. Effective Date. This Agreement shall not become effective until signed, and delivered by all parties.

9. Settlement Agreement Coverage. The parties hereby acknowledge and agree that this 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 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 U S Mail based upon any of the activities alleged in this matter or otherwise.

10. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement.

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

12. Modifications and Qualified Integration. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the parties affected by it.

13. Full Integration. This Agreement, including the attached Order, is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby.

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

15. Counterparts. This Agreement may be executed in any number of counter-parts by the Parties, and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

16. Headings and Governing Law. The headings to the paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

17. Authority For Settlement. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each Party warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein.

18. Public Record. U S Mail and Roy hereby acknowledge that this Agreement will be a matter of public record.

19. Voluntary Agreement. The Parties each represent and acknowledge that he, she or it is executing this Agreement completely voluntarily and without any duress or undue influence of any kind from any source.

20. Notices. Notice shall be provided to each party at the following addresses:

If to U S Mail Etc. Inc.: 9250 Reseda Blvd., #2B.
Northridge, CA 91324
Attn: Maud Roy

If to the Commissioner to: Steven C. Thompson
Special Administrator
Financial Services Division
Department of Corporations
320 W. 4th Street, Suite 750
Los Angeles, CA 90013-2344

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

Dated: 12/16/08

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
STEVEN C. THOMPSON
Special Administrator
Financial Services Division

Dated: _____

U S Mail Etc, Inc.

By _____
Maud Roy
President