

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 MARISA I. URTEAGA-WATKINS (SBN236398)
Corporations Counsel
4 Department of Corporations
5 1515 K Street, Suite 200
6 Sacramento, California 95814
Telephone: (916) 445-9626
7 Facsimile: (916) 445-6985

8 Attorneys for Complainant

10 BEFORE THE DEPARTMENT OF CORPORATIONS
OF THE STATE OF CALIFORNIA

11 In the Matter of)	FILE NO: 603-8908
12 THE CALIFORNIA CORPORATIONS)	SETTLEMENT AGREEMENT
13 COMMISSIONER,)	
14 Complainant,)	Date: August 17-18, 2011
15 v.)	Time: 9:00AM
16 VALUE HOME LOAN, INC.)	Place: 320 West Fourth Street, Room 630
17 Respondents.)	Los Angeles, CA 90013
18)	
19)	

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21 This Settlement Agreement (“Agreement”) is entered into between Value Home Loan, Inc.
22 (“VHL”), and the California Corporations Commissioner (“Commissioner”) (collectively, the
23 “Parties”), and is made with respect to the following facts.

24 **RECITALS**

25 A. VHL is a finance lender licensed by the Commissioner pursuant to the California
26 Finance Lenders Law of the State of California (California Financial Code §22000 *et seq.*) (“CFL”).
27 VHL is a California corporation who currently holds license number 603-8908 issued under the
28 CFL for the location at 6301 Owensmouth, Suite 240, Woodland Hills, California, 91367
 (“License”).

1 4. It is the intent and understanding between the parties that this Agreement, shall not be
2 binding or admissible against VHL in any action(s) brought against VHL by third parties or the
3 Commissioner.

4 5. VHL hereby agrees to surrender License No. 603-8908 issued to VALUE HOME
5 LOAN, INC. by the Commissioner. The surrender shall become effective immediately upon the
6 execution of this Agreement by both parties.

7 6. VHL hereby withdraws its request for administrative hearing issued to the Department
8 in or about March 30, 2011.

9 7. The Commissioner reserves the right to bring any unknown or future actions against
10 VHL or any of its officers, partners, employees or successors for any and all unknown or future
11 violations of the CFLL. This Agreement shall not serve to exculpate VHL or any of its officers,
12 partners, employees or successors from liability for any and all future violations of the CFLL.

13 8. The Parties hereby acknowledge and agree that this Agreement is intended to
14 constitute a full, final and complete resolution of the Action. The Parties further acknowledge and
15 agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to
16 assist any other agencies with any administrative, civil or criminal prosecution brought by any such
17 agency against VHL, or any other person or entity, based upon any of the activities alleged in this
18 matter or otherwise.

19 9. Each of the Parties represents, warrants, and agrees that in executing this Agreement it
20 has relied solely on the statements set forth herein and has placed no reliance on any statement,
21 representation, or promise of any other party, or any other person or entity not expressly set forth
22 herein, or upon the failure of any party or any other person or entity to make any statement,
23 representation or disclosure of anything whatsoever. The Parties have included this clause: (1) to
24 preclude any claim that any party was in any way fraudulently induced to execute this Agreement;
25 and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the
26 terms of this Agreement.

27 10. This Agreement, including the attached Exhibit, is the final written expression and the
28 complete and exclusive statement of all the agreements, conditions, promises, representations, and

1 covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or
2 contemporaneous agreements, negotiations, representations, understandings, and discussions between
3 and among the Parties, their respective representatives, and any other person or entity.

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

10 12. This Agreement shall not become effective until signed by VHL and delivered by all
11 Parties. The Commissioner shall file this Agreement with the Office of Administrative Hearings five
12 (5) business days after execution by all Parties.

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

16 14. No amendment, change or modification of this Agreement shall be valid or binding to
17 any extent unless it is in writing and signed by all of the Parties affected by it.

18 15. The headings to the paragraphs of this Agreement are inserted for convenience only and
19 will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.
20 This Agreement shall be construed and enforced in accordance with and governed by California law.

21 16. Each party covenants that they possess all necessary capacity and authority to sign and
22 enter into this Agreement. Each party warrants and represents that such party is fully entitled and duly
23 authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of
24 the foregoing, each party warrants and represents that it is fully entitled to enter into the covenants, and
25 undertake the obligations set forth herein.

26 17. VHL acknowledges that this Agreement is a public record.

27 18. The Parties each represent and acknowledge that it is executing this Agreement
28 completely voluntarily and without any duress or undue influence of any kind from any source.

1 19. Each party represents, warrants, and agrees that it has received or been advised to seek
2 independent legal advice from an attorney with respect to the advisability of executing this
3 Agreement.

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

If to Respondent to:

Neil D. Gitnick,
Value Home Loans, Inc.
6301 Owensmouth, Suite 240,
Woodland Hills, California, 91367

If to the Commissioner to:

Marisa I. Urteaga-Watkins, Esq.
Department of Corporations
1515 K Street
Sacramento, CA 95814

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

Dated: 8/15/11 PRESTON DuFAUCHARD
California Corporations Commissioner

By _____

ALAN S. WEINGER
Deputy Commissioner
Enforcement Division

VALUE HOME LOAN, INC.

Dated: 8/15/11 By _____

NEIL D. GITNICK, AUTHORIZED OFFICER
of VALUE HOME LOAN, INC.