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9 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
10 OF THE STATE OF CALIFORNIA

12 In the Matter of:) OAH CASE NO.: 2017030822
13 THE COMMISSIONER OF BUSINESS)
14 OVERSIGHT,) SETTLEMENT AGREEMENT
15 Complainant,)
16 v.) Hearing Date: February 12-14, 2018
17 RACHEL VICTORIA,) Hearing Time: 9:00 a.m.
18 Respondent.) Location: Office of Administrative Hearings
) 320 West 4th Street, Suite 630
) Los Angeles, California 90013
)
)
)

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20 This Settlement Agreement is entered into between the Commissioner of Business Oversight
21 (Commissioner) and Respondent Rachel Victoria (Respondent), and is made with respect to the
22 following facts:

23 **Recitals**

- 24 A. The Commissioner has jurisdiction over the licensing and regulation of persons and
- 25 entities under the provisions of the California Corporate Securities Law (CSL) of 1968 (Corp.
- 26 Code, § 25000 et seq.).
- 27 B. On November 5, 2015, the Commissioner issued a Desist and Refrain Order (Order)
- 28 against Respondent, amongst others, for violation of Corporations Code section 25230.

- 1 C. The Commissioner properly served the Order on Respondent on December 7, 2015.
- 2 D. On January 4, 2016, Respondent timely requested a hearing on the Order.
- 3 E. A hearing on the Order is currently set to be held at the Office of Administrative
- 4 Hearings beginning on February 12, 2018.

5 It is the intention of the parties to resolve this matter without the necessity of a hearing or
6 other litigation.

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

9 **Terms and Conditions**

10 1. Purpose. The Commissioner finds that entering into this Settlement Agreement is in
11 the public interest and consistent with the purposes fairly intended by the policies and provisions of
12 the CSL.

13 2. Withdrawal of Request for Hearing and Waiver of Hearing Rights. Respondent
14 agrees to withdraw her request for an administrative hearing on the Order. Respondent
15 acknowledges her right under the CSL to an administrative hearing on the Order and hereby waives
16 such right to a hearing and to any reconsideration, appeal, injunction, or other review that may be
17 afforded under the CSL; Administrative Procedure Act, including Government Code section
18 11415.60, subdivision (b); Code of Civil Procedure; or any other provision of law.

19 3. Desist and Refrain Order. By waiving her rights as described in Paragraph 2 above,
20 Respondent understands, acknowledges and consents to the finality of the Order.

21 4. Full and Final Resolution. This Settlement Agreement is intended to constitute a full
22 and final resolution of the matter described in it. The Commissioner will not bring any further
23 action or proceeding concerning the matter unless she discovers violations by Respondent that do
24 not form the basis for this Settlement Agreement, including violations knowingly concealed from
25 the Commissioner.

26 5. Commissioner's Duties. Nothing in this Settlement Agreement limits the
27 Commissioner's ability to assist any other government agency with any action brought by that
28 agency (city, county, state or federal) with any prosecution, administrative, civil, and/or criminal

1 brought by any such agency against Respondent, including an action based on any of the acts,
2 omissions, or events described in this Settlement Agreement.

3 6. Independent Legal Advice. Each party represents that it has received independent
4 advice from its counsel or representatives regarding the advisability of executing this Settlement
5 Agreement.

6 7. Reliance. Each party represents that in executing this Settlement Agreement it has
7 relied solely on the statements in the Settlement Agreement and on the advice of its counsel or
8 representatives. Each party also represents that it has not relied on any statement or promise not
9 contained in this Settlement Agreement from any other person or on the failure of such person to
10 make a statement or promise. The parties have included this clause to preclude any claim that a
11 party was fraudulently induced to execute this Settlement Agreement.

12 8. Integration. This Settlement Agreement is the final written expression and the
13 complete and exclusive statement of all the agreements, conditions, promises, representations, and
14 covenants between the parties concerning its subject matter and supersedes all discussion regarding
15 such subject matter between the parties, their representatives, and any other person. The parties
16 have included this clause to preclude the introduction of parol evidence to vary, interpret,
17 supplement, or contradict the terms of this Settlement Agreement.

18 9. No Presumption Against Drafting Party. Each party acknowledges that it has had the
19 opportunity to draft, review, and edit the language of this Settlement Agreement. Accordingly, the
20 parties intend that no presumption for or against the drafting party will apply in construing any part
21 of this Settlement Agreement. The parties waive the benefit of Civil Code section 1654 as amended
22 or corresponding provisions of any successor statute, which provide that in cases of uncertainty,
23 language of a contract should be interpreted most strongly against the party that caused the
24 uncertainty to exist.

25 10. Waiver, Amendments, and Modifications. No waiver, amendment, or modification
26 of this Settlement Agreement will be valid or binding unless it is in writing and signed by all parties
27 affected by it. Waiver of a provision of this Settlement Agreement will not be deemed a waiver of
28 any other provision.

1 11. Headings. The headings in this Settlement Agreement are for convenience only and
2 do not affect its meaning.

3 12. Governing Law. This Settlement Agreement will be governed by and construed in
4 accordance with the laws of the State of California.

5 13. Authority to Sign. Each party represents that the person signing this Settlement
6 Agreement on its behalf has the authority and capacity to do so.

7 14. Voluntary Agreement. Respondent enters into this Settlement Agreement voluntarily
8 and without coercion and acknowledges that no promises, threats, or assurances about this
9 Settlement Agreement have been made by the Commissioner or any of her officers or agents.

10 15. Counterparts. This Settlement Agreement may be executed in any number of
11 counterparts, each of which will be deemed an original when executed. All counterparts together
12 will be deemed to constitute a single document.

13 16. Signatures. A signature delivered by facsimile or electronic mail will be deemed an
14 original signature.

15 17. Effective Date. This Settlement Agreement will become effective on the date it is
16 signed by all parties and delivered by the Commissioner to Respondent’s counsel by electronic mail
17 at jdg@griffinlg.com.

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Dated: 2/1/18

JAN LYNN OWEN
Commissioner of Business Oversight

By: _____
MARY ANN SMITH
Deputy Commissioner

Dated: 1/31/18

By: _____
RACHEL VICTORIA
Respondent

Approved as to form:

Dated: 2/1/18

By: _____
Jeremiah Graham (SBN 313206)
Grffin Law Group