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8
9 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
10 OF THE STATE OF CALIFORNIA

11 In the Matter of:) CFL LICENSE NO.: 603K724
12)
13 THE COMMISSIONER OF BUSINESS)
OVERSIGHT,)
14) STIPULATION
15 Complainant,)
16 v.)
17 ISRAMEX-DEVELOPMENT GROUP, INC.)
18 Respondent.)
19)
20)

21
22 The Commissioner of Business Oversight (Commissioner) and Iqramex-Development Group,
23 Inc. (Iqramex) (collectively, the Parties), enter into this Stipulation with respect to the following
24 facts:

25 **I.**

26 **Recitals**

27 A. Iqramex-Development Group, Inc. (Iqramex) obtained a finance lender license under
28 the California Financing Law (CFL) (CFL License No. 603-K724) on February 24, 2014.

1 B. On May 27, 2015, the Commissioner issued an Order summarily revoking Isramex’s
2 CFL license for failure to file its annual report pursuant to Financial Code section 22159.

3 C. On June 1, 2015, Isramex changed its address. Isramex did not provide notice to the
4 Commissioner at least 10 days prior to the change in violation of Financial Code section 22153.

5 D. Subsequent to the revocation of its CFL license, Isramex continued to engage in the
6 business of a finance lender in this state in violation of Financial Code section 22100.

7 E. On or about October 19, 2017, Isramex filed a petition for reinstatement of license
8 pursuant to Government Code section 11522 (Petition).

9 F. On or about January 10, 2019, the Commissioner issued a Notice of Petition for
10 Reinstatement.

11 G. On or about February 22, 2019, the Commissioner served an Order Conditionally
12 Granting Petition for Reinstatement (Order Conditionally Granting Petition) on Isramex.

13 H. It is the intention and desire of the Parties to resolve this matter without the necessity
14 of a hearing and/or other litigation.

15 I. The Commissioner finds that this action is appropriate, in the public interest, and
16 consistent with the purposes fairly intended by the policies and provisions of this law.

17 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
18 forth herein, the Parties agree as follows:

19 **II.**

20 **Terms and Conditions**

21 1. Purpose. The purpose of this Stipulation is to resolve Isramex’s Petition for
22 Reinstatement in a manner that avoids the expense of court proceedings and a hearing, is in the
23 public interest, protects consumers, and is consistent with the purposes, policies, and provisions of
24 the California Financial Law.

25 2. Finality of Desist and Refrain Order. In accordance with Financial Code section
26 22712, Isramex stipulates that it is ordered to desist and refrain from engaging in the business of a
27 finance lender in the State of California without first obtaining a license from the Commissioner, or
28 otherwise being exempt under Financial Code section 22100, and is also ordered to desist and

1 refrain from failing to provide notice to the Commissioner at least 10 days prior to changing its
2 address under Financial Code section 22153.

3 3. Waiver of Hearing Rights. Isramex acknowledges that the Commissioner is ready,
4 willing, and able to proceed with the filing of an administrative enforcement action. Isramex hereby
5 waives the right to a hearing, and to any reconsideration, appeal, or other right to review which may
6 be afforded pursuant to the California Financing Law. Isramex further expressly waives any
7 requirement for the filing of an Accusation that may be afforded by Government Code section
8 11415.60, subdivision (b); the California Administrative Procedure Act, the California Code of
9 Civil Procedure, or any other provision of law; and by waiving such rights, Isramex effectively
10 consents to this Stipulation becoming final.

11 4. Administrative Penalty. Isramex shall pay an administrative penalty of \$5,500.00.
12 The Commissioner acknowledges receipt of the penalty payment from Isramex.

13 5. Surety Bond. The Order Conditionally Granting Petition required Isramex to submit
14 a surety bond rider with original wet notarized signatures updating the obligee's name from the
15 "State of California, Department of Corporations" to "State of California, Department of Business
16 Oversight." The Commissioner acknowledges receipt of the rider.

17 6. Full and Final Settlement. The Parties hereby acknowledge and agree that this
18 Stipulation is intended to constitute a full, final, and complete resolution of the conditions required
19 under the Order Conditionally Granting Petition and that no further proceedings or actions will be
20 brought by the Commissioner in connection with this matter either under the California Financing
21 Law, or any other provision of law, excepting therefrom any proceeding to enforce compliance with
22 the terms of this Stipulation, or a proceeding or action based upon discovery of new and further
23 violations of the California Financing Law which do not form the basis of this Stipulation or which
24 Isramex knowingly concealed from the Commissioner.

25 7. Binding. This Stipulation is binding on all the Parties' heirs, assigns, and/or
26 successors in interest.

27 8. Commissioner's Duties. The Parties further acknowledge and agree that nothing
28 contained in this Stipulation shall operate to limit the Commissioner's ability to assist any other

1 agency (city, county, state, or federal) with any prosecution, administrative, civil or criminal,
2 brought by any such agency against Isramex or any other person based upon any of the activities
3 alleged in these matters or otherwise.

4 9. Future Actions by Commissioner. This Stipulation may be revoked, and the
5 Commissioner may pursue any and all remedies available under law against Isramex if the
6 Commissioner later discovers that Isramex knowingly or willfully withheld information used for
7 and relied upon in this Stipulation. Isramex agrees that this Stipulation does not resolve any
8 penalties that may be assessed by the Commissioner upon discovery of new and further violations
9 of the California Financing Law.

10 10. Failure to Comply with Stipulation. Isramex acknowledges that failure to comply
11 with the terms of this Stipulation shall be a breach of this Stipulation and shall be cause for the
12 Commissioner to take enforcement action under the California Financing Law, revoke Isramex's
13 finance lender license, and/or deny any pending application(s) of Isramex or its successors and
14 assigns, by whatever names they might be known until the terms are met. Isramex hereby waives
15 any notice of hearing rights to contest the immediate revocation of its finance lender license which
16 may be afforded under the California Financing Law, the California Administrative Procedure Act,
17 the Code of Civil Procedure, or any other provision of law in connection therewith.

18 11. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that
19 it has had an opportunity to seek independent advice from its attorney(s) and/or representatives with
20 respect to the advisability of executing this Stipulation.

21 12. Counterparts. The Parties agree that this Stipulation may be executed in on or more
22 separate counterparts, each of which when so executed, shall be deemed an original. Such
23 counterparts shall together constitute and be one and the same instrument.

24 13. Waiver, Modifications and Qualified Integration. The waiver of any provision of this
25 Stipulation shall not operate to waive any other provision set forth herein. No waiver, amendment,
26 or modification of this Stipulation shall be valid or binding to any extent unless it is in writing and
27 signed by all of the Parties affected by it.

28 14. Headings and Governing Law. The headings to the paragraphs of this Stipulation

1 are inserted for convenience only and will not be deemed a part hereof or affect the construction or
2 interpretation of the provisions hereof. This Stipulation shall be construed and enforced in
3 accordance with and governed by California law.

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

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

20 17. Voluntary Agreement. Isramex enters into this Stipulation voluntarily and without
21 coercion and acknowledges that no promises, threats, or assurances have been made by the
22 Commissioner or any officer, or agent thereof, about this Stipulation.

23 18. Effective Date. This Stipulation shall not become effective until signed by all Parties
24 and delivered by the Commissioner's counsel by email to Isramex's president, Rami Dray, at
25 rami.dray@gmail.com.

26 19. Public Record. Isramex acknowledges that this Stipulation is a public record.

27 20. Signatures. A fax signature or e-mail scanned signature of this Stipulation shall be
28 as effective as an original ink signature.

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21. Authority to Execute. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Stipulation.

Dated: 4/4/19

JAN LYNN OWEN
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: 4/1/19

ISRAMEX-DEVELOPMENT GROUP, INC.

By _____
RAMI DRAY
President