

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN ROONEY
Assistant Chief Counsel
3 AFSANEH EGHBALDARI (State Bar No. 250107)
4 Counsel
5 Department of Business Oversight
1350 Front Street, Room 2034
6 San Diego, California 92101
Telephone: (619) 645-3166
7 Facsimile: (619) 525-4045

8 Attorneys for Complainant

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

12 In the Matter of:) ESCROW LICENSE NO.: 96DBO-45544
13)
14 THE COMMISSIONER OF BUSINESS)
OVERSIGHT,) CONSENT ORDER
15)
16 Complainant,)
17)
18 v.)
19)
20 COUNTYWIDE ESCROW, INC.,)
FORMERLY KNOWN AS CENTENNIAL)
ESCROW II, INC.,)
21 Respondent.)

22 This Consent Order is entered into between the Commissioner of Business Oversight
23 (Commissioner) and Countywide Escrow, Inc., formerly known as Centennial Escrow II, Inc.
24 (collectively, the Parties), and is made with respect to the following facts:

25 **I.**

26 **Recitals**

27 A. The Commissioner has jurisdiction over the licensing and regulation of persons and
28 entities licensed under the California Escrow Law (Escrow Law) (Fin. Code, § 17000 et seq.).

1 B. Countywide Escrow, Inc., formerly known as Centennial Escrow II, Inc. (Countywide
2 Escrow) is an escrow agent licensed by the Commissioner, pursuant to the Escrow Law.

3 C. Countywide Escrow has its primary place of business at 600 La Terraza Boulevard,
4 Suite 100, Escondido, California 92025.

5 D. Arbeth Sackett is the owner of Countywide Escrow, and as such, is authorized to
6 enter into this Consent Order on behalf of Countywide Escrow.

7 E. On August 2, 2018, the Department of Business Oversight (Department) commenced
8 a regulatory examination of Centennial Escrow II, Inc. (Centennial) prior to changing its name to
9 Countywide Escrow, Inc. The examination was conducted at Centennial’s office location at 600 La
10 Terraza Boulevard, Suite 100, Escondido, California 92025.

11 F. On October 3, 2018, the Department received a request from Centennial to change its
12 name to Countywide Escrow, Inc. The Department approved the name change on November 6,
13 2018. However, Centennial began using the name Countywide Escrow, Inc. prior to the Department
14 approving the name change.

15 G. On October 18, 2018, prior to approving the name change, the Department received
16 an advertising flyer stating that Countywide Escrow, Inc. is a licensed escrow company.

17 H. On October 23, 2018, the examiner returned to Centennial to continue the regulatory
18 examination. The examiner noticed that all the signs referring to Centennial were removed.

19 I. There were business cards for Countywide Escrow, Inc. on the receptionist’s desk.
20 The business cards included the company’s website address at www.CountywideEscrow.com. The
21 website claimed that “Countywide is a licensed escrow company.”

22 J. A review of the books and records revealed that at least 6 escrow files were opened
23 by Countywide Escrow, Inc. from October 16 through October 24, 2018. The escrow transactions
24 and instructions showed Countywide Escrow, Inc. as being licensed by the Department.

25 K. On November 2, 2018, the examiner contacted Countywide Escrow, Inc. and told
26 them to cease using the name Countywide Escrow, Inc. until the Department approves the name
27 change.

28 ///

1 L. The Department approved the name change on November 6, 2018.

2 M. Based upon the foregoing, the Commissioner finds that Countywide Escrow used a
3 non-approved business name to conduct escrow transactions in violation of Financial Code section
4 17210.2.

5 N. The Commissioner finds that this Consent Order is appropriate, in the public interest,
6 and consistent with the purposes fairly intended by the policies and provisions of the Escrow Law.

7 **II.**

8 **Terms and Conditions**

9 1. Purpose. This Consent Order resolves the issues before the Commissioner, finding
10 that Countywide Escrow violated the Escrow Law, as set forth above in paragraphs A through N, in
11 a manner that avoids the expense of a hearing and other possible court proceedings, protects
12 consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of
13 the applicable law under the Escrow Law.

14 2. Desist and Refrain Order. Pursuant to Financial Code section 17210.2, subdivision
15 (c), Countywide Escrow, Inc., formerly known as Centennial Escrow II, Inc., is hereby ordered to
16 desist and refrain from disseminating, or causing or permitting to be disseminated, in any manner
17 whatsoever, any statement or representation which is false, misleading, or deceptive, or which omits
18 to state material information, or which refers to the supervision of that agent by the State of
19 California or any department or official thereof. This Desist and Refrain Order is final and effective
20 from the Effective Date of this Consent Order, as defined in paragraph 24 (Effective Date).

21 3. Penalties. Countywide Escrow, Inc., formerly known as Centennial Escrow II, Inc. is
22 hereby ordered to pay an administrative penalty in the amount of \$2,500.00 for violations of
23 Financial Code section 17210.2. The above penalty shall be paid within 5 days from the Effective
24 Date of this Consent Order. The penalty payment shall be made in the form of a cashier’s check or
25 Automated Clearing House deposit to the “Department of Business Oversight,” and transmitted to
26 the attention of: Accounting - Litigation, at the Department of Business Oversight, located at 1515 K
27 Street, Suite 200, Sacramento, California 95814. Notice of payment shall be sent concurrently to
28 Afsaneh Eghbaldari, Counsel, Enforcement Division, by email at: affi.eghbaldari@dbo.ca.gov.

1 4. Waiver of Hearing Rights. Countywide Escrow acknowledges the Commissioner is
2 ready, willing, and able to proceed with the filing of an administrative enforcement action on the
3 charges contained in this Consent Order. Countywide Escrow hereby waives the right to any
4 hearings, and to any reconsideration, appeal, or other right to review which may be afforded
5 pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of
6 Civil Procedure, or any other provision of law. Countywide Escrow further expressly waives any
7 requirement for the filing of an enforcement action pursuant to Government Code section 11415.60,
8 subdivision (b). By waiving such rights, Countywide Escrow effectively consents to this Consent
9 Order becoming final.

10 5. Full and Final Settlement. The parties hereby acknowledge and agree that this
11 Consent Order is intended to constitute a full, final, and complete resolution of the violations
12 described herein, using a non-approved business name to conduct escrow transactions and making
13 false and misleading representation about being licensed with the Department, and that no further
14 proceedings or actions will be brought by the Commissioner in connection with these matters except
15 under the Escrow Law, or any other provision of law, to enforce compliance with the terms of this
16 Consent Order.

17 6. Failure to Comply with Consent Order. Countywide Escrow agrees that if it fails to
18 comply with the terms of this Consent Order, the Commissioner may, in addition to all other
19 available remedies it may invoke under the Escrow Law, summarily suspend/revoke Countywide
20 Escrow’s license until it is in compliance. Countywide Escrow waives any notice and hearing rights
21 to contest such summary suspension/revocation which may be afforded under the Escrow Law, the
22 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
23 provision of law in connection therewith.

24 7. Information Willfully Withheld or Misrepresented. This Consent Order may be
25 revoked, and the Commissioner may pursue any and all remedies available under law against
26 Countywide Escrow if the Commissioner discovers that Countywide Escrow knowingly or willfully
27 withheld or misrepresented information used for and relied upon in this Consent Order.

28 ///

1 8. Future Actions by Commissioner. If Countywide Escrow fails to comply with any
2 term of the Consent Order, the Commissioner may institute proceedings for any and all violations
3 otherwise resolved under this Consent Order. The Commissioner reserves the right to bring any
4 future actions against Countywide Escrow for any and all unknown violations of the Escrow Law.

5 9. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner’s
6 ability to assist any other government agency (city, county, state, or federal) with any prosecution,
7 administrative, civil, or criminal brought by that agency against Countywide Escrow or any other
8 person based upon any of the activities alleged in this matter or otherwise.

9 10. No Presumption Against Drafting Party. Each party acknowledges that it has had the
10 opportunity to draft, review, and edit the language of this Consent Order. Accordingly, the parties
11 intend that no presumption for or against the drafting party will apply in construing any part of this
12 Consent Order. The parties waive the benefit of Civil Code section 1654 as amended or
13 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
14 language of a contract should be interpreted most strongly against the party that caused the
15 uncertainty to exist.

16 11. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
17 has received independent advice from its attorney(s) and/or representatives with respect to the
18 advisability of executing this Consent Order.

19 12. Headings. The headings to the paragraphs of this Consent Order are inserted for
20 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
21 the provisions hereof.

22 13. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
23 interest.

24 14. Reliance. Each of the Parties represents, warrants, and agrees that in executing this
25 Consent Order it has relied solely on the statements set forth herein and the advice of its own
26 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent
27 Order it has placed no reliance on any statement, representation, or promise of any other party, or
28 any other person or entity not expressly set forth herein, or upon the failure of any party or any other

1 person or entity to make any statement, representation or disclosure of anything whatsoever. The
2 Parties have included this clause: (1) to preclude any claim that any party was in any way
3 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of
4 parol evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

5 15. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
6 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
7 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
8 provision. No waiver by either party of any breach of, or of compliance with, any condition or
9 provision of this Agreement by the other party will be considered a waiver of any other condition or
10 provision or of the same condition or provision at another time.

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

17 17. Governing Law. This Consent Order will be governed by and construed in
18 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
19 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
20 forum to the maintenance of such action or proceeding in such court.

21 18. Counterparts. This Consent Order may be executed in one or more separate
22 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
23 together constitute a single document.

24 19. Effect Upon Future Proceedings. If Countywide Escrow applies for any license,
25 permit or qualification under the Commissioner's current or future jurisdiction, or is the subject of
26 any future action by the Commissioner to enforce this Consent Order, then the subject matter hereof
27 shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

28 ///

1 20. Voluntary Agreement. Countywide Escrow enters this Consent Order voluntarily and
2 without coercion and acknowledges that no promises, threats or assurances have been made by the
3 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each represent
4 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and
5 without any duress or undue influence of any kind from any source.

6 21. Notice. Any notice required under this Consent Order shall be provided to each party
7 at the following addresses:

8 To Countywide Escrow: Countywide Escrow
9 Arbeth Sackett, Owner
10 600 La Terraza Blvd., Suite 100
11 Escondido, California 92025

12 To the Commissioner: Affi Eghbaldari, Counsel
13 Department of Business Oversight
14 1350 Front Street, #2034
15 San Diego, California 92101
16 Affi.Eghbaldari@dbo.ca.gov

17 22. Signatures. A fax or electronic mail signature shall be deemed the same as an original
18 signature.

19 23. Public Record. Countywide Escrow acknowledges that this Consent Order is and will
20 be a matter of public record.

21 24. Effective Date. This Consent Order shall become final and effective when signed by
22 all parties and delivered by the Commissioner’s agent via e-mail to Countywide Escrow’s owner,
23 Arbeth Sackett at beth@bethsackett.com.

24 ///
25 ///
26 ///
27 ///
28 ///

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

25. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

MANUEL P. ALVAREZ
Commissioner of Business Oversight

Dated: July 19, 2019

By _____
Mary Ann Smith
Deputy Commissioner

COUNTYWIDE ESCROW, INC., FORMERLY
KNOWN AS CENTENNIAL ESCROW II, INC.

Dated: July 19, 2019

By _____
Arbeth Sackett
Owner of Countywide Escrow