

BEFORE THE  
DEPARTMENT OF BUSINESS OVERSIGHT  
STATE OF CALIFORNIA

In the Matter of:

THE COMMISSIONER OF BUSINESS  
OVERSIGHT,

Complainant,

v.

HACIENDA ESCROW CORPORATION and  
RONALD BRYAN FORNO, as an individual,

Respondents.

Case No. 963-0348

OAH No. 2019010464

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Department of Business Oversight as its Decision in the above-entitled matter, with technical or other minor changes on the attached Errata Sheet, pursuant to Government Code section 11517(c)(2)(C).

This Decision shall become effective on August 31, 2019.

IT IS SO ORDERED THIS 1st day of August, 2019.



  
MANUEL P. ALVAREZ  
Commissioner of Business Oversight

RECEIVED APR 23 2019

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**PROPOSED DECISION**

This matter was heard by Eileen Cohn, Administrative Law Judge, Office of Administrative Hearings, State of California, on February 6, 2019, in Los Angeles.

Blaine A. Noblett, Senior Counsel, represented Jan Lynn Owen, the Commissioner of Business Oversight (complainant). Marlou DeLuna, Senior Counsel, was also present on behalf of the Department of Business Oversight (Department or DBO).

Jennifer Felten, Esq., represented respondents Hacienda Escrow Corporation (Hacienda) and Ronald Bryan Forno (Forno), collectively respondents. Forno was present during the hearing.

At the beginning of the hearing, the Administrative Law Judge considered and granted complainant's unopposed motion in limine to exclude witnesses from the courtroom prior to their testimony pursuant to Evidence Code section 777, subdivision (a). The Administrative Law Judge also considered and granted complainant's unopposed motion for a protective order sealing complainant's Exhibits 6, 7, 10, 11 and 12. The protective order was served on the parties during the hearing, and marked for identification as Exhibit 13.

The record was closed and the matter submitted for decision at the conclusion of the hearing. On March 8, 2019, the record was reopened for submission of supplemental closing

argument.<sup>1</sup> The parties timely submitted their briefs: Complainant's brief was marked as Exhibit 16, and admitted as evidence only as to section 2, page 3, lines 16-22.<sup>2</sup> Respondent's brief was marked as Exhibit R-8. The record was reclosed and resubmitted on March 21, 2019.

## SUMMARY

Complainant requests Hacienda's escrow license be revoked under Financial Code section 17608, and Forno be barred from engaging in any escrow processing activities under Financial Code section 17423, subdivision (c). The basis of the Accusation is Forno's transfer on April 5, 2017 of \$10,000 dollars from Hacienda's trust account into Forno's personal account without authorization.

Forno admits the transfer occurred but asserts that it was a mistake. The weight of the evidence establishes that Forno's transfer was a mistake, but also reckless because he did not take immediate steps to confirm the mistake was corrected and was too slow to rectify the error after he was provided with constructive or actual notice of the transfer. Nevertheless, this one error did not support the imposition of the recommended discipline against respondents as a necessary public protection, especially given imposition of remedial measures by Hacienda and Forno to change their business practices and prevent future mistakes.

## FACTUAL FINDINGS

### *Parties and Jurisdiction*

1. (a) Hacienda is an independent escrow agent licensed by the Commissioner as Escrow License No. 963-0348 and owned by Forno, who also serves as its president, escrow manager and escrow officer. It is located at 1131 West 6th Street #270, Ontario, California 91762. On November 7, 2018, DBO issued an Order to Discontinue Escrow Activities under Financial Code section 17415. That order was set aside on November 29, 2018. On January 7, 2019 Hacienda was served with: Notice of Intention to Revoke Hacienda's escrow agent license under Financial Code section 17608; Accusation; Statement to Respondent; relevant sections of the Government Code relating to discover; and a blank Notice of Defense. That same day Forno was served with a Notice of Intention to Bar Forno under Financial Code section 17423 and the other documents also served on

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<sup>1</sup> Order Reopening Record for Submission of Supplemental Closing Argument was marked as Exhibit 15, for identification only.

<sup>2</sup> The Administrative Law Judge asked the parties in their supplemental briefing to confirm, pending the DBO's final decision, the status of Hacienda's license and any restrictions imposed on Forno.

Hacienda. Hacienda and Forno each timely executed and filed Notices of Defense and this matter proceeded to hearing.

(b) As of January 7, 2019, and pending the final decision of the Commissioner of DBO, Forno is prohibited from engaging in any escrow processing activities, including disbursing trust funds, in the escrow agent's possession, custody or control, pursuant to Financial Code section 17423, subdivision (c). Pending the Commissioner's final decision there are no restrictions imposed on Hacienda's business, or any prohibitions on Forno from owning or managing an escrow agent or being employed by an escrow agent.

#### *The Unauthorized Transfer*

2. The unauthorized transfer occurred on April 5, 2017. The fact of the unauthorized transfer is not disputed. Forno confirmed that an unauthorized transfer had been made at that time. Forno provided credible and straightforward testimony, which was supported by the circumstances of the transaction, and that it was a mistake, which was corroborated by statements made during the next 12 months to his employees and/or agents.

3. Hacienda maintains two accounts in a single financial institution, the Bank of the West, Hacienda's escrow trust account and Hacienda's general account, which can be accessed online (Exhibit R-4). There is no evidence that at any time the trust account did not contain sufficient funds or reserves to cover any escrow transaction by way of any unauthorized transaction. Bank records established that during the month of April 2017, there was a total of \$9,644,488.09 credited to the escrow account. (Ex. C-6-D, p. DBO-57.) At the time of the April 5, 2017 unauthorized transaction, Forno and one other escrow officer had signing privileges on the trust account. (Ex. C-9, p. DBO-123.) At the time of the unauthorized transaction there was approximately \$445,000 in general account. Hacienda's general account is controlled by Forno as the owner, (Exhibit C-9, p. DBO-123), and is used to deposit the compensation received by Hacienda as an escrow agent, payment of salaries and other overhead such as office supplies. Customarily, Forno transferred money he received as the owner and president, which he categorized as a "bonus," from Hacienda's general account to his personal account at Chase. (Forno testimony.) It was Forno's custom and practice to pay himself bonuses from time to time from the general account, and there is no evidence that this type of payment is improper or unauthorized under the governing law, especially given the balance of funds maintained in Hacienda's general account.

4. (a) On April 5, 2017, Forno accessed Hacienda's accounts online with the intent of transferring \$10,000 from its general account to his personal account held jointly with his spouse at another financial institution, Chase Bank. Instead of transferring funds from Hacienda's general account, Forno transferred the funds from its trust account to his personal account.

(b) Forno quickly realized he had made an error and still accessing Hacienda's accounts on-line, reversed the transaction, or so he thought. However, he never



adequately confirmed the transaction was reversed, by, among other things, printing a confirmation of the reversal or checking with the bank directly. In fact, the transaction was never reversed and the \$10,000 remained as an unauthorized transfer from Hacienda's escrow account at Bank of the West to Forno's personal joint account at Chase Bank.

5. DBO's experienced investigator, Carol Vecchio, conducted an extensive and credible audit which confirmed the discrepancy and the delay in correcting the discrepancy. Vecchio testified matter-of-factly about the substance of the audit, her review of detailed bank statements and transactions, and left no doubt that respondents' failed to meet their obligations in their handling of the \$10,000 transfer. Funds placed in the escrow account have to be reconciled with particular escrows. Ms. Vecchio persuasively testified that although the escrow account was flush, any shortfall is problematic as it creates the potential for an individual escrow to be underfunded. She explained that the escrow account "belongs" to the escrow agents who hold the funds on behalf of clients.

6. The \$10,000 error was not corrected for 15 months, until July 23, 2018, when a transfer was made from Hacienda's general account to the escrow account. (Ex. C-6-E, pp. DBO-58-59.) The delay was partly attributed to technical error, due to a software problem which resulted in a delay in obtaining the April account statements until July, but mostly attributed to Forno's failure to acknowledge the error and authorize his staff or consultants to correct it.

7. The evidence established, according to Ms. Vecchio, that no later than August 2017, Forno was charged with notice of the discrepancy. As complainant's expert Vecchio established from her review of the documentation, account statements usually come in mid-month, and it would be expected that by mid-May, Forno and Hacienda would have been on notice of the transfer. With the delay, the statements did not come until mid-July.

8. (a) Forno and respondents' employees and/or agents corroborated Vecchio's analysis and pinpointed mid-July 2017 as the earliest date Forno received notification and confirmed that despite some delay, Forno was notified of the accounting discrepancy about a year before the re-transfer of funds.

(b) At the time of the transfer in April 2017, Forno retained Christopher Ford of Software Realty, an outside vendor, to reconcile Hacienda's trust accounts each month and Leonel Cano, Jr., a bookkeeper, to provide payroll services. Forno never personally handled any of these functions but as the owner and principal of Hacienda was responsible for oversight. Ford prepared a note for respondents dated January 16, 2019, which detailed the technical problem and confirmed that the "May 2017 Recon[ciliation], [was completed] on July 16, 2017, within the recon[ciliation] there was a \$10,000 exception item [f]or an item of that amount which left the Trust account but for which there was not any item posted for it in the Trust Accounting system. This Exception item was noted on the completed recon[ciliation] as well as referenced within a summary [o]n the email sent to the customer with their completed recon[ciliation]." (Ex. R-3.)

(c) On July 16, 2017, Ford e-mailed trust account reconciliation information to Hacienda and Forno which included the \$10,000 disbursement in April 2017. Forno confirmed that it was his practice to review all trust account reconciliations. As such, Ms. Vecchio correctly concluded by August, 2017, Forno and Hacienda were on notice that there was a deficiency in the trust account of \$10,000 and that further research was required to confirm and correct the deficiency. (Ex. R-3.)

9. The reconciliation of the escrow account was further delayed and deficient due to Forno's refusal to accept that he did not re-transfer the money immediately. Ford disclosed that he communicated with Forno, who stated that "this could not be accurate as he remembered this item and was sure he had reversed the entry. He was very confident in this assertion." (Ex. R-3.) Cano provided credible and straightforward testimony about the chronology of events relating to the \$10,000 transfer, and confirmed that Forno was notified well before the re-transfer of the accounting discrepancy. Forno had assigned Cano the task of investigating the discrepancy although he was not yet charged with overseeing reconciliation matters. Cano estimated that he spoke with Forno during the first half of 2018 about the discrepancy, but Forno's "immediate reaction" was that he was aware of it and had "fixed it" at the time of the transaction by "immediately" reversing it. (Cano testimony.)

*Evidence in Mitigation, Aggravation and Rehabilitation*

10. (a) In mitigation, Forno provided credible and persuasive evidence of his positive character and overall fidelity to public protection. During his testimony, Forno conveyed his understanding and love of his profession, and his appreciation and pride in his responsibility to members of the public who he knows rely upon his escrows services to make the "biggest investments of their life." (Forno testimony.)

(b) Forno has worked in the escrow business for 22 years and prior to this transfer, there is no evidence that he participated in any intentional wrongdoing; on the contrary, he demonstrated fidelity to his obligations as an escrow agent. Forno worked for Hacienda before purchasing the company in May 2016. In June 2016, soon after he purchased Hacienda, it became the victim of a cyber-attack and wire fraud. The fraud originating from a client's hacked corporate account from which Hacienda received signed instructions to wire \$164,000 held on behalf of the client. As soon as Forno was notified of the fraud, he used his personal funds to replace the funds in Hacienda's trust account. His initiative in replacing the stolen funds is strong evidence of his overall character and dedication to protecting the public.

(c) Forno, without hesitation, acknowledged his error in making the transfer, but clearly denied knowingly or intentionally making the transfer at the time. He mistakenly transferred \$10,000 from Hacienda's escrow trust account, which was located in the same bank as the operating account, to his personal account, and thought he had corrected it almost immediately by reversing the transaction. Forno's assertion that the transfer was inadvertent was corroborated by his history and the statements he made to his staff. There is no evidence of Forno's initiation of a similar transfer, either before or after

April 5, 2017, and when confronted by his employees or agents, he consistently maintained that he had corrected the problem.

11. (a) In aggravation, Forno did not exercise sufficient due diligence to correct his mistake sooner and waited about 14 months to do so, despite being informed of the \$10,000 discrepancy by his employees or agents, and the DBO audit.

(b) At the time of the transfer of funds, Forno and Hacienda failed to have practices in place to prevent the inadvertent transfer of funds on-line.

(c) Forno and Hacienda also failed to have practices in place to confirm that the re-transfer Forno insisted he initiated immediately on April 5, 2017, was successful by, at a minimum, documenting the re-transfer with a visual or written confirmation e.g., a screenshot or print-out.

12. Respondents have put in place practices to prevent any inadvertent transfers, which demonstrate that neither Forno nor Hacienda present an ongoing risk to the public that cannot be mitigated by a short period of probation. Although the oversight of the escrow account at the time of the transaction was insufficiently rigorous, as a result of DBO's audit, Forno has instituted changes to Hacienda's practices. As of mid-June or July 2018, Mr. Cano began assisting Chris Ford with reconciliations and researching any discrepancies in the escrow account. He now runs daily account reports and inspections to ensure that all transactions are appropriate. As a result, "top sheet items," which refer to money in the escrow account that cannot be reconciled without further investigation, are "drastically minimal." (Cano testimony.) Forno also represented that he now uses a two-person authorization system.

13. Based on the evidence, the public will be adequately protected with a one-year period of suspension for Forno and revocation of Hacienda, stayed, with a period of probation to ensure that sufficient safeguards have been instituted to prevent any further reckless errors.

## LEGAL CONCLUSIONS

### *Jurisdiction and Burden of Proof*

1. Except as otherwise provided by law, a party bringing the Accusation or charges has the burden of proving by a preponderance of the evidence each fact the existence or non-existence of which is essential to the claim for relief or defense that he or she is asserting. *Parker v. City of Fountain Valley* (1981) 127 Cal.App.3d 99, 113; Evid. Code, §§ 115, 500.) In this case, the complainant has the burden of proving by a preponderance of the evidence the grounds for the Accusation against respondents.

2. The commissioner is authorized to administer and enforce the provisions of the California Escrow Law (Financial Code section 17000 et seq.) and the rules issued under California Code of Regulations, title 10 (Regulations), that regulate the business and activities of independent escrow agents. By reason of finding 1, jurisdiction to proceed with this hearing was established.

#### *Applicable Laws and Regulations*

3. Financial Code section 17400 authorizes the commissioner to make, amend, and rescind rules, forms, and orders necessary to carry out the provisions of the Escrow Law, and in the commissioner's discretion waive any requirement, rule or form, in a situation which in the commissioner's opinion is not necessary in the public interest or for the protection of the public.

4. Financial Code section 17414, subdivision (a)(1) provides that: (a) It is a violation for any person subject to this division or any director, stockholder, trustee, officer, agent, or employee of any such person to do any of the following: (1) Knowingly or recklessly disburse or cause the disbursal of escrow funds otherwise than in accordance with escrow instructions, or knowingly or recklessly to direct, participate in, or aid or abet in a material way, any activity which constitutes theft or fraud in connection with any escrow transaction.

5. (a) Regulations, section 1738, provides, in relevant part, that: all money deposited in an escrow account shall be withdrawn or transferred to other accounts only in accordance with the written escrow instructions of the principals to the escrow transaction (subdivision (a)); if necessary, the escrow agent shall maintain a proper a proper audit trail and adequate controls and safeguards for funds disbursed by wire transfer (subdivision (b)(4)).

(b) Regulations, 1738.1, prohibits the escrow agent from withdrawing, paying out, or transferring monies from any particular escrow agent in excess of the amount to the credit of such account at the time of such withdrawal, payment or transfer.

(c) Regulations, section 1738.2 requires that escrow agents use documents or other property deposited in escrow only in accordance with the written escrow instructions of the principals to the escrow transaction or the escrow instructions transmitted electronically over the Internet executed by the principals of the escrow transaction, or if not otherwise directed by written or electronically executed instructions, in accordance with sound escrow practice, or pursuant to order of a court of competent jurisdiction.

#### *Analysis*

6. Complainant maintains that Hacienda violated Financial Code sections 17400, 17414, subdivision (a)(1), Regulations section 1738, 1738.1 and 1738.2, and grounds exist to revoke its escrow agents license revoked under Financial Code section 17608 which authorizes

the Commissioner to revoke or suspend any license. Complainant further maintains that Forno violated Financial Code section 17414, subdivision (a)(1), and grounds exist to bar Forno from any position of employment, management, or control of any escrow agent. Complainant requests an order pursuant to Financial Code section 17423 to bar Forno from any position of employment, management, or control of any escrow agent.

7. (a) Grounds do exist under the operative statutes and regulations set forth above to discipline both Hacienda, and Forno for Forno's reckless conduct, pursuant to the statutes and regulations cited above, but grounds do not exist to discipline Forno for willful conduct. Financial Code section 17414 does not define willful, but California courts have generally referred to Penal Code section 7 for the definition of willful as the willingness to do the act, not to violate the law: "The word 'willfully,' when applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act, or make the omission referred to. It does not require any intent to violate the law, or injure another, or to acquire any advantage." (*Brown v. State Department of Health* (178) 86 Cal. App.3d 548, 554 See also, *Acco Engineered Systems, Inc. v. Contractor's State Licensing Bd.* 30 Cal.App. 5th 80, 92-93.

(b) Complainant did not prove by a preponderance of the evidence that Forno intended to do the act of transferring money from Hacienda's escrow account. There is absolutely no evidence that he did so under any circumstances that would support "a general intent to commit the act" of transferring money from Hacienda's escrow account. On the contrary, there is persuasive and convincing evidence that he clearly intended to transfer funds from Hacienda's operating account, and had had no intention to transfer money from Hacienda's escrow account, or had done so with the mistaken understanding that he was so authorized. There was no evidence that Forno had previously transferred money from his escrow account to his personal account at another bank, and by his own testimony and statements to his employees or agents, expressed a clear intention to transfer money from Hacienda's operating account to his personal account, which he was absolutely entitled to do.

(c) Complainant did prove by a preponderance of the evidence that Forno was reckless. The parties agree that the Financial Code governing escrow does not define the term "recklessly." Applying rules of statutory construction, a court is required to give the words of a statute their "ordinary and usual meaning" and in doing so avoid rendering the "statute inoperable or meaningless." (*Hasson v. Mercy American River Hospital* (2003) 31 Cal.4th 709, 715-716.) Conduct considered "reckless," according to the ordinary and usual meaning, is "[c]haracterized by the creation of a substantial and unjustifiable risk of harm to others and by a conscious (and sometimes deliberate) disregard or indifference to that risk; heedless; rash." (Black's Law Dictionary (7th ed. 1999), p. 1276, col. 2.)

(d) Respondent made a mistake when he transferred money to his personal account but his mistake was reckless because as he admitted, he was immediately aware of his mistake, tried to re-transfer the money, but nevertheless failed to exercise due diligence to confirm that the re-transfer was effectuated, and failed to correct the mistake for about a year

from the date he was notified. His conduct created an unjustifiable risk of harm, and demonstrated a disregard or indifference to that risk. This interpretation is consistent with the obligations of those who work in escrow as caretakers of funds entrusted to them. Respondent recognizes and embraces this responsibility, but nevertheless, was reckless in exercising his due diligence in this one instance.

8. (a) Complainant asserts that the recommended discipline for respondents is appropriate even if Forno's one-time action was merely negligent.

(b) Complainant cites Precedential Decision, *Corporations Commissioner v. Maspero* (2003) OAH Case L2002090534, p. 8 (*Maspero*)<sup>3</sup> to support its recommended discipline. However, *Maspero* is not similar to this case and the order barring the respondent in that case from any position of employment, management or control of any escrow agent, was based upon more extreme circumstances involving willful conduct. The determination of discipline accounted for all respondent's conduct, of which negligence was one hypothetical scenario. In *Maspero*, the respondent was convicted on her plea of guilty of a crime of transporting for sale a narcotic/controlled substance as a result of her failed attempt to board a commercial airliner with 769.2 grams of cocaine hidden in her checked luggage. In her written explanation, respondent had failed to disclose to the Department her conviction, and later lied to the Department about the facts of her conviction for which there was convincing evidence; she stated that the cocaine was found in her friend's luggage, not hers, and that she picked up her friend's luggage by accident. She also lied to the Department about her employment history. The Administrative Law Judge found respondent's conduct to be willful, which it clearly was, for the purpose of Financial Code 17702. (*Id.*, p.9.) Respondent's attempt to circumvent discipline by excusing her conduct in filling out her application as "negligence" or "ignorance," triggered by her failure to read the instructions carefully, was not believable but as a possible scenario, was rejected by the Administrative Law Judge who emphasized: "Those who work in the service-related industries, negligence and ignorance are unacceptable characteristics in their representatives. (citing, (1976) *Handeland v. Department of Real Estate*, 58 Cal.App.3d 513, 518.)

(c) By reason of the findings, the requested discipline for Hacienda and Forno is too severe under the circumstances for Forno's one-time error. Forno admitted to the mistake, and the circumstances of the transfer corroborate his testimony and position that it was his practice to only use the operating account to transfer funds to his personal account in another bank. At the time of the transaction, Forno had ample balances in his operating account, the account from which he intended to make a withdrawal and transfer \$10,000 to his personal account. Both the escrow account and the operating account were in the same bank and there was no evidence that Forno had ever, before April 5, 2017 or anytime afterward, transferred monies from Hacienda's escrow account to his personal account.

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<sup>3</sup> The DBO designated the decision as a "Presidential Decision" pursuant to Government Code section 11425.60.



(d) By reason of the findings Forno, the sole owner, president, escrow manager and escrow officer, provided persuasive and credible testimony of his integrity and character in support of the continued licensure of Hacienda and his position of employment, management and control of any escrow agent. Forno has demonstrated his fidelity to the escrow law by replacing money arising from a computer hack and fraud which did not originate at Hacienda and by instituting corrective measures to prevent the mistakes he made.

#### *Outcome*

9. The Department has not adopted any regulations or guidelines under which an individual subject to a bar order who has evidenced strong rehabilitation may be placed on probation. However, the California Administrative Procedure Act (Gov. Code, § 11400, et seq.) provides government agencies discretion to modify the discipline or penalty they initially impose. Specifically, Government Code section 11519, subdivision (b), allows an agency to stay the execution of the discipline imposed and require the respondent to “comply with specified terms of probation” which are “just and reasonable in light of the findings and decision.” Government Code section 11519, subdivision (c) further provides an administrative law judge has the authority to issue a stay of execution which “may be accompanied by an express condition that respondent comply with specified terms of probation.” (See also Gov. Code, §§ 11503 [allowing right or privilege to be “suspended, limited, or conditioned”]; 11517, subd. (c)(2)(B) [allowing an agency to reduce or otherwise mitigate remedy set forth in a proposed decision].)

10. Based on the totality of the circumstances, it is determined that the appropriate measure of discipline is revocation of Hacienda’s escrow license under Financial Code section 17608, revocation stayed, and barring Forno under Financial Code section 17423 from any position of employment, management, or control of any escrow agent, bar stayed, and that respondents be placed on probation for a period of 18 months. This will provide sufficient time for the Commissioner to confirm the changes in operation have been instituted to prevent any similar mistakes and ensure that the public is adequately protected.

#### ORDER

Respondent Hacienda’s escrow agent license is revoked; however, the revocation is immediately stayed, and respondent Hacienda shall be subject to the following specified terms of probation for 18 months. Respondent Forno shall be barred from any position of employment with, or management or control of, any escrow agent; however, the bar shall be immediately stayed, and respondent Forno shall be subject to the following specified terms of probation for 18 months.

1. Respondents shall obey all laws and regulations of the State of California, the United States of America, and every state and foreign government (and political subdivision thereof) having jurisdiction over respondent.



2. Respondents shall report to the Commissioner of Business Oversight within 30 days any disciplinary investigations or actions against respondents by any licensing agencies, any criminal investigations, prosecutions, or convictions against respondents, or any civil judgments against respondents. Traffic citations are excluded.

3. Respondent Forno shall be barred from any position of employment with, or management or control of, any escrow agent accept Hacienda, unless authorized by the Commissioner of Business Oversight.

4. Respondents Hacienda and Forno shall prepare a report to the Commissioner of Business Oversight within thirty (30) days of this decision of the changes in Hacienda's procedures and personnel which Hacienda has implemented to prevent any unauthorized transfers of funds from the escrow account to any other account.

5. If respondents violate the terms of this Order or otherwise violates the Financial Code or its regulations, the Commissioner, after notice to respondents and an opportunity to be heard, may, in her discretion, vacate and set aside the stay order and impose the revocation of Hacienda's escrow license and/or the bar issued to Forno. Should no such determination be made, the stay imposed herein shall become permanent.

6. Upon successful completion of the 18-month probationary period, Hacienda's rights as an escrow agent and Forno's rights to employment, management, or control of an escrow agent shall be fully restored.

DATED: April 22, 2019



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EILEEN COHN  
Administrative Law Judge  
Office of Administrative Hearings