

1 MARY ANN SMITH  
Deputy Commissioner  
2 SEAN M. ROONEY  
Assistant Chief Counsel  
3 JUDY L. HARTLEY (State Bar No. 110628)  
Senior Counsel  
4 Department of Business Oversight  
320 West 4<sup>th</sup> Street, Ste. 750  
5 Los Angeles, California 90013-2344  
Telephone: (213) 576-7604  
6 Facsimile: (213) 576-7181

7 Attorneys for Complainant

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

11 In the Matter of: )  
 ) ESCROW AGENT LICENSE NO.: 963-2636  
12 THE COMMISSIONER OF BUSINESS )  
13 OVERSIGHT, )  
 ) STIPULATION  
14 Complainant, )  
 )  
15 v. )  
 )  
16 NEVAEH’S ESCROW, INC., )  
17 )  
18 Respondent. )  
 )

19  
20 This Stipulation is entered into between the Commissioner of Business Oversight  
21 (Commissioner) and Respondent Nevaeh’s Escrow, Inc. (Nevaeh), and is made with respect to the  
22 following facts:

23 **I.**

24 **Recitals**

25 A. The Department of Business Oversight, through the Commissioner, has jurisdiction  
26 over the licensing and regulation of entities engaged in the business of an escrow agent pursuant to  
27 the California Escrow Law (Fin. Code § 17000, et seq.) (Escrow Law).

28  
STIPULATION

1 B. Nevaeh was an escrow agent licensed by the Commissioner pursuant to the Escrow  
2 Law with a license number 963-2636. Nevaeh had its principal place of business located at 12139  
3 Mount Vernon Avenue, Suite 102, Grand Terrace, California 92313.

4 C. Yvonne Ramirez aka Yvonne Felix (Ramirez) is the President of Nevaeh and is  
5 authorized to enter into this Stipulation on behalf of Nevaeh.

6 D. On or about May 1, 2019, Nevaeh was served by the Commissioner with an Order  
7 Imposing Penalties Pursuant to Financial Code section 17408 dated April 4, 2019 (Order). Nevaeh  
8 did not timely contest the Order, and the Order became final on or about May 31, 2019.

9 E. It is the intention of Nevaeh and the Commissioner (the Parties) to resolve the Order  
10 notwithstanding Nevaeh’s waiver of its right to a hearing.

11 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions  
12 contained herein, the Parties agree as follows:

13 **II.**

14 **Terms and Conditions**

15 1. Purpose. This Stipulation resolves the outstanding penalties owed pursuant to the  
16 Order in a manner that protects consumers, is in the public interest, and is consistent with the  
17 purposes, policies, and provisions of the Escrow Law.

18 2. Penalties. Nevaeh agrees that the Order is a final order. Nevaeh acknowledges that  
19 the penalties accruing pursuant to the Order for the failure to file its 2018 annual audit report total  
20 \$27,500.00. The Commissioner hereby agrees to accept \$1,500.00 in full settlement of the Order  
21 subject to Nevaeh’s submission of an acceptable closing audit to the Commissioner on or before  
22 January 31, 2020. The penalty of \$1,500.00 shall be paid in monthly installments of \$150.00  
23 commencing February 5, 2020, and should be made payable in the form of a cashier’s check or  
24 Automated Clearing House deposit to the “Department of Business Oversight” and transmitted to the  
25 attention of: Accounting – Enforcement Division, Department of Business of Oversight, 1515 K  
26 Street, Suite 200, Sacramento, California 95814. The closing audit shall be submitted to Judy L.  
27 Hartley, Senior Counsel, Department of Business Oversight, Enforcement Division, 320 West 4th  
28 Street, Suite 750, Los Angeles, California 90013.

1           4.     Revocation. Nevaeh understands and agrees that this Stipulation has no affect  
2 whatsoever on the revocation of its escrow agent license, which became effective on June 10, 2019.

3           5.     Compliance. Nevaeh agrees that if it fails to submit an acceptable closing audit on or  
4 before January 31, 2020 and/or fails to make timely monthly installments of \$150.00 as provided for  
5 in Paragraph 3 above, the total amount of penalties that accrued under the order; \$27,500.00, shall  
6 become immediately due and payable. Nevaeh waives any right to any reconsideration, appeal or  
7 other right to review which may be afforded pursuant to the Escrow Law, the California  
8 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law  
9 in connection herewith.

10          6.     Headings. The headings to the paragraphs of this Stipulation are for convenience  
11 only and will not be deemed a part hereof or affect the construction or interpretation of the  
12 provisions hereof.

13          7.     Binding. This Stipulation is binding on all heirs, assigns, and/or successors in  
14 interest.

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

24          9.     Waiver, Amendments, and Modifications. No waiver, amendment, or modification of  
25 this Stipulation will be valid or binding unless it is in writing and signed by each of the Parties. The  
26 waiver of any provision of this Stipulation will not be deemed a waiver of any other provision. No  
27 waiver by either party of any breach of, or of compliance with, any condition or provision of this  
28 Stipulation by the other party will be considered a waiver of any other condition or provision or of

1 the same condition or provision at another time.

2 10. Full Integration. This Stipulation is the final written expression and the complete and  
3 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
4 between the parties with respect to the subject matter hereof, and supersedes all prior or  
5 contemporaneous agreements, negotiations, representations, understandings, and discussions  
6 between and among the parties, their respective representatives, and any other person or entity, with  
7 respect to the subject matter covered hereby.

8 11. Governing Law. This Stipulation will be governed by and construed in accordance  
9 with California law. Each of the parties hereto consents to the jurisdiction of such court, and hereby  
10 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to  
11 the maintenance of such action or proceeding in such court.

12 12. Counterparts. This Stipulation may be executed in one or more separate counterparts,  
13 each of which when so executed, shall be deemed an original. Such counterparts shall together  
14 constitute a single document.

15 13. Mandatory Disclosure in Future Applications. Nevaeh agrees to disclose this  
16 Stipulation in any application for a license, permit or qualification under the Commissioner’s  
17 current or future jurisdiction.

18 14. Effect Upon Future Proceedings. If Nevaeh is the subject of any future action by the  
19 Commissioner to enforce this Stipulation, then the subject matter hereof shall be admitted for the  
20 purpose of such action.

21 15. Voluntary Agreement. Nevaeh enters into this Stipulation voluntarily and without  
22 coercion and acknowledges that no promises, threats or assurances have been made by the  
23 Commissioner or any officer, or agent thereof, about this Stipulation. The Parties each represent and  
24 acknowledge that he, she or it is executing this Stipulation completely voluntarily and without any  
25 duress or undue influence of any kind from any source.

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16. Notice. Any notice/report required under this Stipulation shall be addressed as follows:

To Nevaeh’s Escrow, Inc.: Yvonne Ramirez  
yvonne.ramirez@nescrowinc.com

To the Commissioner: Judy L. Hartley, Esq.  
Senior Counsel  
Department of Business Oversight  
320 W. 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
judy.hartley@dbo.ca.gov

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

18. Public Record. Nevaeh hereby acknowledges that this Stipulation is and will be a matter of public record.

19. Effective Date. This Stipulation shall become final and effective when signed by all parties and delivered by the Commissioner’s counsel via e-mail to Ramirez at Yvonne.ramirez@nescrowinc.com.

20. Authority to Sign. Each signatory hereto covenants that he or she possesses all necessary capacity and authority to sign and enter into this Stipulation and undertake the obligations set forth herein.

Dated: December 9, 2019

MANUEL P. ALVAREZ  
Commissioner of Business Oversight

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner

Dated: December 6, 2019

NEVAEH’S ESCROW, INC.

By \_\_\_\_\_  
YVONNE RAMIREZ, President