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4 Department of Business Oversight
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9
10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
11 OF THE STATE OF CALIFORNIA

12 In the Matter of:)	File No.: 96DBO-45896
13)	OAH Case No.: 2020010363
14 THE COMMISSIONER OF BUSINESS)	
15 OVERSIGHT,)	SETTLEMENT AGREEMENT
16 Complainant,)	
17 v.)	
18 EQUITY TRUST ESCROW, INC., IRIS)	Hearing Date: May 11 – 12, 2020
19 ALTAMIRANO, YAMI VASQUEZ a.k.a.)	Place: 320 W. 4th St., Ste. 630
20 YAMILETH VASQUEZ)	Los Angeles, CA 90013
21 Respondents.)	Assigned To: Unassigned

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23 This Settlement Agreement (Settlement Agreement) is entered into between the
24 Commissioner of Business Oversight, Manuel P. Alvarez (Commissioner) and Respondents Equity
25 Trust Escrow, Inc. (Equity Trust) and Iris Altamirano (Altamirano) and is made with respect to the
26 following facts:

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I.

RECITALS

A. The Commissioner has jurisdiction over the licensing and regulation of persons and entities engaged in the business of receiving escrows for deposit or delivery under the Escrow Law (Fin. Code, § 17000 et seq.) (Escrow Law).

B. Equity Trust is a California corporation with its principal place of business located at 1761 Third Street, Suite 104, Norco, California.

C. Equity Trust is a licensed escrow agent holding escrow license number 96DBO-45896.

D. Altamirano is Equity Trust’s president, secretary, sole shareholder, escrow officer and registered agent.

E. During the April 2018 regulatory examination of Equity Trust, the Commissioner uncovered unauthorized disbursement of trust funds totaling \$101,484.63, as described in the Accusation (Examination Findings). All funds in the trust account have been replaced and there is no shortage in the trust account.

F. On January 8, 2020, the Commissioner served Equity Trust and Altamirano with a Notice of Intention to Issue Orders: Revoking Escrow Agent License of Equity Trust Escrow, Inc. under Financial Code Section 17608 and Barring Iris Altamirano and Yami Vasquez, also known as Yamileth Vasquez, from Any Position of Employment, Management, or Control of Any Escrow Agent under Financial Code Section 17423, Accusation, and accompanying documents dated January 8, 2020.

G. Equity Trust and Altamirano timely filed their Notices of Defense, and this matter is currently set to begin a two-day trial before the Office of Administrative Hearings on May 11, 2020.

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

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II.

TERMS AND CONDITIONS

1. Purpose. The Settlement Agreement resolves the issues before the Commissioner under the Examination Findings, set forth above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of the Escrow Law.

2. Order to Discontinue Violations. Under Financial Code sections 17602 and 17604, Equity Trust agrees that it will immediately discontinue violations of Financial Code sections 17210 and 17414, subdivisions (a)(1) and (2) and California Code of Regulations, title 10, sections 1738, 1738.1, and 1741.2, as set forth in the Accusation.

3. Suspension of Escrow Agent’s License. Equity Trust agrees that under Financial Code section 17608, its escrow agent’s license will be suspended for a period of 61 days beginning May 1, 2020 and continuing day-to-day until close of business on the 61st day (the Suspension Period). If the Suspension Period would end on a Saturday, Sunday, or state holiday, the Suspension Period continues to run until close of business on the next day that is not a Saturday, Sunday, or state holiday. During the Suspension Period, Equity Trust shall not accept any new escrow business, but may continue to process existing and open escrows pursuant to Financial Code section 17609. Equity Trust also agrees that it will provide the Commissioner, to the attention of Marlou de Luna, Senior Counsel, by close of business on the first day of the Suspension Period, a list of all open escrows with escrow numbers and escrow party names along with a copy of the signed escrow instructions and signed deposit receipts, if any, for the last opened escrow. Open escrow shall mean an escrow wherein the parties to such escrow have already entered into a binding agreement and monies or escrow instructions have been submitted to Equity Trust regarding the transaction. The opening of any new escrow transaction during the Suspension Period shall be cause for the Commissioner to automatically revoke Equity Trust’s escrow agent license. A true and correct copy of the Suspension Order is attached and incorporated herein as Exhibit A.

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1 4. Submission of Financial Records. Following the Suspension Period, for a duration of
2 12 months, Equity Trust agrees to submit quarterly audited financials (balance sheet, income
3 statement, and general ledger), and quarterly trust reconciliation reports, with complete supporting
4 documents, reviewed by a certified public accountant to:

5 Marlou de Luna
6 Enforcement Division
7 Department of Business Oversight
8 320 West Fourth Street, Suite 750
9 Los Angeles, CA 90013

10 The first audited quarterly financial statements and trust reconciliations for the period of July 1, 2020
11 – September 30, 2020 is due no later than October 31, 2020. The second submission for the period
12 January 1, 2021 – March 31, 2021 is due no later than April 30, 2021. The third submission for the
13 period April 1, 2021 – June 30, 2021 is due no later than July 31, 2021. And lastly, the submission
14 for the period July 1, 2021 – September 30, 2021 is due no later than October 31, 2021. Failure to
15 submit the audited quarterly financial statements and trust reconciliation reports by their specified
16 dates shall be cause for the Commissioner to automatically revoke Equity Trust’s escrow agent
17 license.

18 5. Suspension of Altamirano. Altamirano agrees that under Financial Code section
19 17423, Altamirano will be suspended for a period of 61 days beginning May 1, 2020 , and continuing
20 day-to-day until close of business on the 61st day, from opening any new escrow transaction,
21 disbursing trust funds or processing escrow transactions as an escrow officer, but may continue to
22 process existing and open escrow pursuant to Financial Code section 17609. Open escrow shall mean
23 an escrow wherein the parties to such escrow have already entered into a binding agreement and
24 monies or escrow instructions have been submitted to Equity Trust regarding the transaction. The
25 opening of any new escrow transaction, disbursing trust funds or processing escrow transactions as an
26 escrow officer during the Suspension Period shall be cause for the Commissioner to automatically bar
27 Altamirano from any position of employment, management, and control of any escrow agent.
28 Altamirano further agrees to take 16 hours of continuing education of professional responsibility and

1 ethics classes approved by an approved vendor and approved by the Commissioner, for the next 12
2 months and agrees to submit proof of compliance to:

3 Marlou de Luna
4 Enforcement Division
5 Department of Business Oversight
6 320 West Fourth Street, Suite 750
7 Los Angeles, CA 90013

8 The proof of compliance is due on May 30, 2021. Failure to fulfill the minimum hours of continuing
9 education required under this Settlement Agreement or failure to submit the proof of compliance by
10 the specified date shall be cause for the Commissioner to automatically bar Altamirano from any
11 position of employment, management, and control of any escrow agent. A true and correct copy of
12 the Suspension Order is attached and incorporated herein as Exhibit A.

13 6. Employment of Yami Vasquez also known as Yamileth Vasquez (Vasquez). Equity
14 Trust agrees that Vasquez will not hold any position of employment, management, or control of
15 Equity Trust. The employment of Vasquez in any position, management, or control of Equity Trust
16 shall be cause for the Commissioner to automatically revoke Equity Trust’s escrow agent license.

17 7. Waiver of Hearing Rights. Equity Trust and Altamirano agree that this Settlement
18 Agreement shall have the effect of withdrawing their request for an administrative hearing on the
19 matter described above and in the Accusation. Equity Trust and Altamirano acknowledge their right
20 to an administrative hearing under the Escrow Law in connection with the Accusation and hereby
21 waives such right to a hearing and to any reconsideration, appeal, or other rights that may be afforded
22 to them under the Escrow Law.

23 8. Acknowledgement. Equity Trust and Altamirano acknowledge that the Commissioner
24 issued and served them with a Notice of Intention to Issue Orders: Revoking Escrow Agent License
25 of Equity Trust Escrow, Inc. under Financial Code Section 17608 and Barring Iris Altamirano and
26 Yami Vasquez, also known as Yamileth Vasquez, from Any Position of Employment, Management,
27 or Control of any Escrow Agent under Financial Code Section 17423, Accusation and accompanying
28 documents dated January 8, 2020.

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1 9. Settlement Agreement Coverage. The Parties further acknowledge that this Settlement
2 Agreement is intended to constitute a full, final, and complete resolution of the matter set forth
3 herein.

4 10. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
5 has received independent advice from their attorneys or representatives with respect to the
6 advisability of executing this Settlement Agreement.

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

17 12. Full Integration. This Settlement Agreement is the final written expression and the
18 complete and exclusive statement of all agreements, conditions, promises, representations, and
19 covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or
20 contemporaneous agreements, negotiations, representations, understandings, and discussions between
21 and among the parties, their respective representatives, and any other person or entity, with respect to
22 the subject matter covered by the Settlement Agreement.

23 13. No Presumption from Drafting. In that the Parties have had the opportunity to draft,
24 review and edit the language of this Settlement Agreement, no presumption for or against any party
25 arising out of drafting all or any part of this Settlement Agreement will be applied in any action
26 relating to, connected to, or involving this Settlement Agreement. Accordingly, the Parties waive the
27 benefit of Civil Code section 1654 and any successor or amended statute, providing that in cases of
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1 uncertainty, language of a contract should be interpreted most strongly against the party who caused
2 the uncertainty to exist.

3 14. Headings and Governing Law. The headings to the paragraphs of this Settlement
4 Agreement are inserted for convenience only and will not be deemed a part hereof or affect the
5 construction or interpretation of the provisions of the Settlement Agreement.

6 15. Voluntary Agreement. Equity Trust and Altamarino enter into this Settlement
7 Agreement voluntarily and without coercion and acknowledges that no promises, threats, or
8 assurances have been made by the Commissioner or any officer, or agent thereof, about this
9 Settlement Agreement.

10 16. Waiver. The waiver of any provision of this Settlement Agreement shall not operate to
11 waive any other provision set forth herein, and any waiver, amendment, or change to the terms of this
12 Settlement Agreement must be in writing and signed by the Parties.

13 17. Counterparts. The Parties agree that this Settlement Agreement may be executed in
14 one or more counterparts, each of which, when so executed shall be deemed an original. A facsimile
15 or scanned signature shall be deemed the same as an original signature. Such counterparts together
16 constitute one document.

17 18. Capacity. Each signator hereto covenants that he or she possesses all necessary
18 capacity and authority to sign and enter into this Settlement Agreement.

19 19. Effective Date. This Settlement Agreement shall become effective (Effective Date)
20 when signed and delivered by all parties.

21 20. Notice. Any notices required under this Settlement Agreement shall be provided to
22 each party at the following addresses:

23 If to Respondents to: Timothy S. Camarena, Esq.
24 RELAW, APC
25 699 Hampshire Road, Suite 215
Westlake Village, CA 91361

26 If to the Commissioner to: Marlou de Luna, Senior Counsel
27 Department of Business Oversight
320 W. 4th Street, Suite 750
28 Los Angeles, CA 90013-2344

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Dated: April 23, 2020

MANUEL P. ALVAREZ
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: April 22, 2020

By _____
IRIS ALTAMIRANO
President, Equity Trust Escrow, Inc.

Dated: April 22, 2020

By _____
IRIS ALTAMIRANO
As an Individual