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9 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
10 OF THE STATE OF CALIFORNIA

12 In the Matter of:

13 THE COMMISSIONER OF FINANCIAL)
14 PROTECTION AND INNOVATION,)

ESCROW LICENSE NO.: 96DBO-89529

15 Complainant,

16 v.

SETTLEMENT AGREEMENT

17 TILANA J. TONEY and CHRISTINA)
18 REDMON,)

19 Respondents.)
20 _____)

21 This Settlement Agreement is entered into by and between the Acting Commissioner of
22 Financial Protection and Innovation (Commissioner) and Christina Redmon (Redmon), and is made
23 with respect to the following facts:

24 **I.**

25 **Recitals**

26 A. The Department of Financial Protection and Innovation (Department), through the
27 Commissioner, has jurisdiction over the licensing and regulation of persons and entities engaged in
28 the business of an escrow agent pursuant to the California Escrow Law (Escrow Law) (Fin. Code

1 §17000 et seq.).

2 B. Redmon, at all times relevant, was the escrow manager and an escrow officer at
3 805escrow; an escrow agent licensed by the Commissioner pursuant to the Escrow Law.

4 C. On January 17, 2021, Redmon was personally served by the Commissioner with a
5 Notice of Intention to Issue Order Pursuant to California Financial Code Section 17423 (Bar From
6 Employment, Management or Control of Any Escrow Agent); Accusation and accompanying
7 documents dated January 11, 2021 (Accusation).

8 D. On January 22, 2021, Redmon submitted a Notice of Defense to the Commissioner
9 requesting an administrative hearing on the allegations set forth in the Accusation.

10 E. It is the intention of Redmon and the Commissioner (the Parties) to resolve the
11 Accusation without the necessity of a hearing. Redmon, by entering into this Settlement Agreement,
12 neither admits nor denies the allegations set forth in the Accusation.

13 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions
14 contained herein, the Commissioner and Redmon (the Parties) agree as follows:

15 **II.**

16 **Terms and Conditions**

17 1. Purpose. This Settlement Agreement resolves the Accusation in a manner that
18 avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the
19 public interest, and is consistent with the purposes, policies, and provisions of the Escrow Law.

20 2. Suspension Order. Redmon hereby agrees to the issuance by the Commissioner of an
21 order suspending her from any position of employment, management, or control of an escrow agent
22 for a period of one year. A copy of the suspension order is attached and incorporated herein as
23 Exhibit A.

24 3. Future Activity. Redmon additionally agrees that for a period of 12 months after
25 completion of the suspension described in Paragraph 2 above, she shall not undertake any position as
26 an escrow manager, corporate officer, director, trustee or stockholder, or act in any such capacity,
27 and/or apply for any such position, with any escrow agent licensed by the Commissioner or seeking
28 licensure with the Commissioner.

1 4. Failure to Comply. Redmon further agrees that if the Commissioner finds that
2 Respondent has violated any of the provisions of Paragraph 3, the Commissioner may immediately
3 issue an Order barring Redmon from any position of employment, management or control of any
4 escrow agent and the allegations set forth in the Accusation shall be deemed to have been admitted by
5 Redmon. but in that event, the admissions would not be binding or admissible against Respondent in
6 any other action by a third party.

7 5. Waiver of Hearing Rights. Redmon acknowledges that the Commissioner is ready,
8 willing, and able to proceed with the administrative enforcement action described in Paragraph C
9 above. Redmon waives her rights to a hearing, and to any reconsideration, appeal or other right to
10 review which may be afforded by the Escrow Law, the California Administrative Procedure Act, the
11 California Code of Civil Procedure, or any other provision of law in connection herewith, including
12 any bar order issued pursuant to Paragraph 4 above. By waiving such rights, Redmon effectively
13 consent to this Settlement Agreement becoming final.

14 6. Full and Final Settlement. The Parties hereby acknowledge and agree that this
15 Settlement Agreement is intended to constitute a full, final, and complete resolution of the allegation
16 set forth in the Accusation, and that no further proceedings or actions will be brought by the
17 Commissioner in connection with the Accusation under the Escrow Law, the CRMLA or any other
18 provision of law, excepting therefrom any proceeding to enforce compliance with the terms of this
19 Settlement Agreement.

20 7. Information Willfully Withheld or Misrepresented. This Settlement Agreement may
21 be revoked, and the Commissioner may pursue any and all remedies available under the law against
22 Redmon if the Commissioner discovers that Redmon knowingly or willfully withheld information
23 used for and relied upon in this Settlement Agreement.

24 8. Future Actions by Commissioner. If Redmon fails to comply with any terms of this
25 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
26 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
27 any future actions against Redmon for any and all unknown violations of the Escrow Law.

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1 9. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
2 Commissioner’s ability to assist any other government agency (city, county, state, or federal) with
3 any administrative, civil or criminal prosecutions brought by that agency against Redmon or any
4 other person based upon any of the activities alleged in this matter or otherwise.

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

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

17 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
18 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
19 Parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
20 any other provision. No waiver by either party of any breach of, or of compliance with, any condition
21 or provision of this Settlement Agreement by the other party will be considered a waiver of any other
22 condition or provision or of the same condition or provision at another time.

23 13. Full Integration. This Settlement Agreement is the final written expression and the
24 complete and exclusive statement of all the agreements, conditions, promises, representations, and
25 covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or
26 contemporaneous agreements, negotiations, representations, understandings, and discussions between
27 and among the Parties, their respective representatives, and any other person or entity, with respect to
28 the subject matter covered hereby.

To the Commissioner:

Judy L. Hartley, Esq.
Senior Counsel
Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013-2344
judy.hartley@dfpi.ca.gov

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

22. Public Record. Redmon hereby acknowledges that this Settlement Agreement is and will be a matter of public record.

23. Effective Date. This Settlement Agreement shall become final and effective when signed by all Parties and delivered by the Commissioner’s counsel via e-mail to Redmon’s attorney at lmcadam@fcoplaw.com.

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

Dated: November 17, 2021

CHRISTOPHER S. SHULTZ
Acting Commissioner of Financial Protection and Innovation

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: November 15, 2021

By _____
CHRISTINA REDMON, an individual

APPROVED AS TO FORM:

By _____
LESLIE A. MCADAM, ESQ. attorney for
CHRISTINA REDMON