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9 Attorneys for Complainant

10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION  
11 OF THE STATE OF CALIFORNIA  
12

13 In the Matter of:

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

ESCROW LICENSE NO.: 96DBO-89529

16 Complainant,

**SETTLEMENT AGREEMENT**

17 v.

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

20 Respondents. )  
21

22 This Settlement Agreement is entered into by and between the Commissioner of Financial  
23 Protection and Innovation (Commissioner) and Tilana J. Toney (Toney), and is made with respect to  
24 the following facts:

25 **I.**

26 **Recitals**

27 A. The Department of Financial Protection and Innovation (Department), through the  
28 Commissioner, has jurisdiction over the licensing and regulation of persons and entities engaged in

1 the business of an escrow agent pursuant to the California Escrow Law (Fin. Code, § 17000 et seq.)  
2 (Escrow Law).

3 B. Toney, at all times relevant, was an escrow officer at 805escrow; an escrow agent  
4 licensed by the Commissioner pursuant to the Escrow Law.

5 C. On January 11, 2021, the Commissioner issued a Notice of Intention to Issue Order  
6 Pursuant to California Financial Code Section 17423 (Bar From Employment, Management or  
7 Control of Any Escrow Agent); Accusation and accompanying documents (collectively, the  
8 Accusation).

9 D. After issuance of the Accusation, Toney submitted a Notice of Defense to the  
10 Commissioner requesting an administrative hearing on the allegations set forth in the Accusation, and  
11 waived a priority hearing.

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

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

17 **II.**

18 **Terms and Conditions**

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

22 2. Final Bar Order. Pursuant to Financial Code section 17423, Toney is hereby barred  
23 from any position of employment, management, or control of an escrow agent.

24 3. Waiver of Hearing Rights. Toney acknowledges that the Commissioner is ready,  
25 willing, and able to proceed with the administrative enforcement action described in Paragraphs C  
26 through F above. Toney waives her rights to a hearing, and to any reconsideration, appeal or other  
27 right to review which may be afforded by the Escrow Law, the California Administrative Procedure  
28 Act, the California Code of Civil Procedure, or any other provision of law in connection herewith,

1 including any bar order issued pursuant to Paragraph 2 above. By waiving such rights, Toney  
2 effectively consent to this Settlement Agreement becoming final.

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

9 5. Failure to Comply with Settlement Agreement. Toney agreed that if she fails to  
10 comply with the terms of this Settlement Agreement, the Commissioner may, in addition to all other  
11 available remedies it may invoke under the Escrow Law, summarily suspend or revoke any licenses  
12 held by Toney under the Commissioner’s jurisdiction until Toney is in compliance. Toney waives  
13 any notice and hearing rights to contest such summary suspensions which may be afforded under the  
14 Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or  
15 any other provision of law in connection therewith.

16 6. Information Willfully Withheld or Misrepresented. This Settlement Agreement may  
17 be revoked, and the Commissioner may pursue any and all remedies available under the law against  
18 Toney if the Commissioner discovers that Toney knowingly or willfully withheld information used  
19 for and relied upon in this Settlement Agreement.

20 7. Future Actions by Commissioner. If Toney fails to comply with any terms of this  
21 Settlement Agreement, the Commissioner may institute proceedings for any and all violations  
22 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring  
23 any future actions against Toney for any and all unknown violations of the Escrow Law.

24 8. Assisting Other Agencies. Nothing in this Settlement Agreement limits the  
25 Commissioner’s ability to assist any other government agency (city, county, state, or federal) with  
26 any administrative, civil or criminal prosecutions brought by that agency against Toney or any other  
27 person based upon any of the activities alleged in this matter or otherwise.

28 9. Headings. The headings to the paragraphs of this Settlement Agreement are for

1 convenience only and will not be deemed a part hereof or affect the construction or interpretation of  
2 the provisions hereof.

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

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

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

24 13. Governing Law. This Settlement Agreement will be governed by and construed in  
25 accordance with California law. Each of the Parties hereto consents to the jurisdiction of such court,  
26 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient  
27 forum to the maintenance of such action or proceeding in such court.

28 14. Counterparts. This Settlement Agreement may be executed in one or more separate

1 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall  
2 together constitute a single document.

3 15. Mandatory Disclosure in Future Applications. Toney agrees to disclose this  
4 Settlement Agreement in any application for a license, permit or qualification under the  
5 Commissioner’s current or future jurisdiction.

6 16. Effect Upon Future Proceedings. If Toney is the subject of any future action by the  
7 Commissioner to enforce this Settlement Agreement, then the subject matter hereof shall be admitted  
8 for the purpose of such action.

9 17. Third Parties. This Settlement Agreement does not create or give rise to any private  
10 rights or remedies against Toney, create any liability for Toney, or limit the defenses of Toney for  
11 any person or entity not a party to this Settlement Agreement.

12 18. Voluntary Agreement. Toney enters into this Settlement Agreement voluntarily and  
13 without coercion and acknowledges that no promises, threats or assurances have been made by the  
14 Commissioner or any officer, or agent thereof, about this Settlement Agreement. The Parties each  
15 represent and acknowledge that he, she or it is executing this Settlement Agreement completely  
16 voluntarily and without any duress or undue influence of any kind from any source.

17 19. Notice. Any notice/report required under this Settlement Agreement shall be addressed  
18 as follows:

19 To Tilana J. Toney: Amber Robinson  
20 Robinson Law Office PLLC  
21 360 Central Ave. Ste. 800  
22 Saint Petersburg, FL 33701  
arobinson@arobinsonlawfirm.com

23 To the Commissioner: Kelly Suk  
24 Senior Counsel  
25 Department of Financial Protection and Innovation  
26 320 W. 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
Kelly.suk@dfpi.ca.gov

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

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22. Public Record. Toney 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 Toney at arobinson@arobinsonlawfirm.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: September 22, 2022

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation

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

Dated: September 22, 2022

By \_\_\_\_\_  
TILANA J. TONEY, an individual