

1 CLOTHILDE V. HEWLETT  
Commissioner  
2 MARY ANN SMITH  
Deputy Commissioner  
3 SEAN ROONEY  
Assistant Chief Counsel  
4 MARLOU de LUNA (State Bar No. 162259)  
Senior Counsel  
5 SAFA SAJADI (State Bar No.312222)  
Department of Financial Protection and Innovation  
6 320 W. 4th Street, Suite 750  
7 Los Angeles, CA 90013-2344  
8 (213) 503-3360

9 Attorneys for Complainant

10  
11 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION  
12 OF THE STATE OF CALIFORNIA  
13

14	In the Matter of:	)	OAH Case No.: 2024020088_____
15	THE COMMISSIONER OF FINANCIAL	)	FILE NO.: 9632100
16	PROTECTION AND INNOVATION,	)	
17		)	SETTLEMENT AGREEMENT
18	Complainant,	)	
19	v.	)	Hearing Date: June 10 and 11, 2024
20	IMPACT ESCROW, INC.,	)	Hearing Time: 9:00 a.m.
21		)	Hearing Place: Via Videoconference/telephone
22	Respondent.	)	Hearing Officer: ALJ Eric Sawyer

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25 This Commissioner of Financial Protection and Innovation (Commissioner) and Respondent  
26 Impact Escrow, Inc. (Impact Escrow) (collectively, the Parties), enter into this Settlement Agreement  
27 with respect to the following facts:

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**I.**  
**RECITALS**

A. The Department of Financial Protection and Innovation (Department) through the Commissioner has jurisdiction over the licensing and regulation of persons and entities engaged in the business of escrow agents pursuant to the California Escrow Law (Financial Code section 17000 et seq.) (Escrow Law) and the rules and regulations promulgated thereunder.

B. Impact Escrow, at all relevant times herein, is a California corporation in good standing, duly formed and existing pursuant to the laws of the State of California and authorized to conduct business in the State of California. However, Impact Escrow’s corporate status was terminated on October 3, 2022.

C. Impact Escrow is an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (Escrow Law) (California Financial Code § 17000 et seq.). At all relevant times herein, Impact Escrow had its place of business at 11280 Corbin Avenue, Suite B, Porter Ranch, California. Impact Escrow’s escrow agent license remains in “active” status.

D. Victor Sampson (Sampson) is the president of Impact Escrow and is authorized to enter into this Settlement Agreement on behalf of Impact Escrow.

E. Impact Escrow was required to file its annual audit report for fiscal years ended December 31, 2020, December 31, 2021, and December 31, 2022, respectively on or before April 15, 2020, April 15, 2021, and April 15, 2022.

F. Impact Escrow has not filed its annual audit report for fiscal years ended 2020, 2021 and 2022, in violation of the Escrow Law, Financial Code section 17406. Pursuant to Financial Code section 17406, all licensees under the Escrow Law are required to file an annual audit report containing audited financial statements within 105 days after the close of their fiscal year. Impact Escrow’s fiscal year-end is December 31. The Commissioner, through her staff, had made numerous demands to Impact Escrow to submit the required annual audit reports but none of the above-mentioned annual audit reports were submitted.

1 G. The Commissioner is authorized to impose a penalty under Financial Code section  
 2 17408 for Impact Escrow’s failure to file its annual audit reports. As of November 8, 2021, the  
 3 accrued penalty for the late filing of the 2020 annual audit report amounts to \$166,500.00, calculated  
 4 as follows:

Date	Number of Days	Fines per Day	Fine Amount
8/16/21 – 8/20/21	5	\$100.00	\$500.00
8/21/21 – 7/17/22	333	\$500.00	\$166,500.00

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 9 H. In or around March or April 2022, the Commissioner received information that Impact  
 10 Escrow has closed its business as of December 31, 2021. Despite numerous notices and attempts of  
 11 communication concerning the surrender process, Impact Escrow has failed to follow the proper  
 12 surrender process including submitting a written request to surrender its escrow agent license and  
 13 failing to provide the necessary documents, including the closing audit. Under the Escrow Law,  
 14 Financial Code section 17600, Impact Escrow’s escrow agent license remains in effect until it is  
 15 surrendered, revoked, or suspended.

16 I. On July 22, 2022, the Commissioner served Impact Escrow with the Notice of  
 17 Intention, Accusation and other accompanying documents dated July 1, 2022. An amended  
 18 accusation was issued on November 14, 2023, and served on November 29, 2023.

19 J. Impact Escrow timely filed its Notice of Defense, and this matter is currently set for  
 20 hearing on June 10 and 11, 2024, before the Office of Administrative Hearings, Los Angeles.

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

## 23 II.

### 24 TERMS AND CONDITIONS

25 1. Purpose. This Settlement Agreement is entered into for the purpose of judicial  
 26 economy and expediency, and to avoid the expense and uncertainty of a hearing or other possible  
 27 litigation, protects consumers, is in the public interest, and is consistent with the purpose, policies,  
 28 and provisions of the applicable law.

1           2.     Revocation Order. Impact Escrow agrees to the immediate issuance by the  
2 Commissioner of an order revoking the escrow agent’s license of Impact Escrow. A copy of the  
3 revocation order is attached and incorporated herein as Exhibit A.

4           3.     Waiver of Hearing Rights. Impact Escrow acknowledges that the Commissioner is  
5 ready, willing, and able to proceed with the administrative enforcement action described above in  
6 Paragraphs E through H. Impact Escrow hereby waives the right to any hearings and to any  
7 reconsideration, appeal, or other right to review which may be afforded by the Escrow Law, the  
8 California Administrative Procedure Act (APA), the California Code of Civil Procedure (CCP), or  
9 any other provision of law in connection with this matter herein. By waiving such rights, Impact  
10 Escrow effectively consents to this Settlement Agreement becoming final.

11          4.     Full and Final Settlement Agreement. The Parties hereby acknowledge and agree that  
12 this Settlement Agreement is intended to constitute a full, final, and complete resolution of this  
13 matter. No further proceedings or actions will be brought by the Commissioner in connection with  
14 the Findings in this matter, subject to the exceptions set forth in Paragraph 5 below.

15          5.     Exceptions to Full and Final Settlement Agreement. Nothing in Paragraph 4 above  
16 or anything else in this Settlement Agreement shall be construed to prohibit or restrict or preclude  
17 the Commissioner from taking any of the following actions:

- 18           a) Bringing a proceeding to enforce compliance with the terms of this Settlement  
19            Agreement;
- 20           b) Bringing a proceeding based upon discovery of violations of the Escrow Law occurring  
21            after the effective date of this Settlement Agreement;
- 22           c) Bringing a proceeding based upon discovery of violation of the Escrow Law which do not  
23            form the basis for this Settlement Agreement; or
- 24           d) Bringing a proceeding based upon discovery of violations of the Escrow Law which  
25            Impact Escrow knowingly concealed from the Commissioner.

26          6.     Independent Legal Advice. Each of the parties represents, warrants, and agrees that in  
27 executing this Settlement Agreement it has relied solely on the statements set forth herein and on the  
28 advice of its attorney(s) and/or representative(s).

1           7.     Reliance. Each of the parties represents, warrants, and agrees that in executing this  
2 Settlement Agreement it has placed no reliance on any statement, representation, or disclosure of  
3 anything whatsoever. The Parties have included this clause: (1) to preclude any claim that any party  
4 was in any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
5 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
6 Settlement Agreement.

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

13          9.     No Presumption Against Drafting Party. Each party acknowledges that it has had the  
14 opportunity to draft, review, and edit the language of this Settlement Agreement. Accordingly, the  
15 Parties intend that no presumption for or against the drafting party will apply in construing any part  
16 of this Settlement Agreement. The Parties waive the benefit of California Civil Code section 1654 as  
17 amended or corresponding provisions of any successor statute, which provide that in cases of  
18 uncertainty, language of a contract should be interpreted most strongly against the party that caused  
19 the uncertainty to exist.

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

26          11.    Headings. The headings to the paragraphs of this Settlement Agreement are inserted  
27 for convenience only and will not be deemed a part hereof or affect the construction or interpretation  
28 of the provisions hereof.

1           12.    Governing Law. This Settlement Agreement will be governed by and construed in  
2 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,  
3 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient  
4 forum to the maintenance of such action or proceeding in such court.

5           13.    Authority to Sign. Each signatory hereto represents that the person signing this  
6 Settlement Agreement possesses all necessary capacity and authority to sign and enter into this  
7 Settlement Agreement and undertakes the obligations set forth herein.

8           14.    Voluntary Agreement. Impact Escrow enters into this Settlement Agreement  
9 voluntarily and without coercion and acknowledges that no promises, threats, or assurances have  
10 been made by the Commissioner or any officer, or agent thereof, about this Settlement Agreement.  
11 The Parties each represent and acknowledge that they are executing this Settlement Agreement  
12 completely voluntarily and without any duress or undue influence of any kind from any source.

13           15.    Public Record. Impact Escrow acknowledges that this Settlement Agreement is a  
14 matter of public record.

15           16.    Counterparts. This Settlement Agreement may be executed in one or more separate  
16 counterparts, each of which when: so executed, shall be deemed an original. Such counterparts shall  
17 together constitute a single document.

18           17.    Signatures. This Settlement Agreement may be executed by facsimile or electronic  
19 signature, and any such signature by any party hereto shall be deemed to be an original signature and  
20 shall be binding on such party to the same extent as if such facsimile or electronic signature were an  
21 original signature.

22           18.    Effective Date. This Settlement Agreement shall become final and effective when  
23 signed by all parties and delivered by the Commissioner’s agent via e-mail to Jay Bloom at  
24 jaysbloomlaw@yahoo.com.

25           19.    Notice. Any notices required under this Settlement Agreement shall be provided to  
26 each party at the following addresses:

27           If to Impact Escrow:           Jay S. Bloom  
28    Law Offices of Jay S. Bloom  
  6320 Canoga Avenue

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15TH Floor  
Woodland Hills, California 91367  
jaysbloomlaw@yahoo.com

If to the Commissioner:

Marlou de Luna, Senior Counsel  
Department of Financial Protection and Innovation  
320 W. 4th Street, Suite 750  
Los Angeles, California 90013-2344  
Marlou.deluna@dfpi.ca.gov

Dated: June 4, 2024

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



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

Dated: June 4, 2024

By \_\_\_\_\_  
VICTOR SAMPSON  
Impact Escrow, Inc.

APPROVED AS TO FORM:  
  
LAW OFFICES OF JAY S. BLOOM  
  
By \_\_\_\_\_  
JAY S. BLOOM Attorney for  
IMPACT ESCROW, INC.