MARY ANN SMITH
Deputy Commissioner
JUDY L. HARTLEY (CA BAR NO. 110628)
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Department of Corporations
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of the Accusation of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, vs. LUCKY TEAM ESCROW, INC. and NANCY TRAN, Respondents.	OAH No.: 2013010070 File No.: 963-2107 SETTLEMENT AGREEMENT TRIAL DATE: May 20 & 21, 2013 ASSIGNED TO:

This Settlement Agreement is entered into between Respondent Nancy Tran ("Tran") and Complainant the California Corporations Commissioner ("Commissioner"), and is made with respect to the following facts:

RECITALS

A. Tran was, at all times relevant to the Accusation described in paragraph B below ("Accusation"), the president and a majority shareholder of Lucky Team Escrow, Inc. ("Lucky Team"), an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (California Financial Code section 17000 et seq.). Tran no longer has any ownership interest in Lucky Team nor any employment, officer, or directorial positions with Lucky Team.

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Lucky Team has its principal place of business located at 13305 Brookhurst Avenue, Garden Grove, California 92843.

B. On October 24, 2012, Tran was personally served by the Commissioner with a Notice of Intention to Issue Order to Revoke Escrow Agent's License and To Issue Order Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation and accompanying documents dated October 2, 2012. Tran timely filed a Notice of Defense with the Commissioner and the matter is currently scheduled for a two day hearing at the Office of Administrative Hearings on May 20 and 21, 2013.

C. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

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

TERMS AND CONDITIONS

1. This Settlement Agreement is entered into for the purpose of judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Tran, without admitting or denying any of the allegations contained in the Accusation, hereby agrees to the issuance by the Commissioner of an order barring Tran from any position of employment, management or control of an escrow agent. The bar order shall become effective immediately upon execution of this Settlement Agreement. A copy of the bar order is attached and incorporated herein as Exhibit A.

3. Tran acknowledges her right to an administrative hearing under Financial Code section 17423 in connection with the bar and hereby waives that right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

4. Tran further agrees that the allegations contained in the Accusation shall be deemed to have been admitted by Tran should Tran ever apply to the Commissioner for reinstatement or reduction of penalty under Government Code section 11522. Such admissions shall not be binding

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or admissible against Tran in any action(s) brought against Tran by third parties.

5. The parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Tran or any other person based upon any of the activities alleged in this matter or otherwise.

6. Each of the parties represents, warrants, and agrees that it has received independent advice from its attorney(s) and/or representatives with respect to the advisability of executing this Settlement Agreement.

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

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

9. In that the parties have had the opportunity to draft, review and edit the language of this Settlement Agreement, no presumption for or against any party arising out of drafting all or any

part of this Settlement Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

10. The Commissioner shall cause this Settlement Agreement to be filed with the Office of Administrative Hearings within five business days of its execution.

11. This Settlement Agreement shall not become effective until signed by all parties.

12. This Settlement Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document. This Settlement Agreement may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

13. Each signator hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement.

Dated: 4/2/13

JAN LYNN OWEN
California Corporations Commissioner

By_____
MARY ANN SMITH
Deputy Commissioner

Dated: 3/25/13

By_____
NANCY TRAN, an individual

APPROVED AS TO FORM:

LAW OFFICES OF RONALD M. TALMO

By_____
RONALD M. TALMO, ESQ. Attorney for
NANCY TRAN

(signatures continued on page 5)

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JAN LYNN OWEN
California Corporations Commissioner

By_____
JUDY L. HARTLEY
Senior Corporations Counsel

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