ALAN S. WEINGER
Deputy Commissioner
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of the Order of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, v. PRINTING PRODUCTION MANAGEMENT, INC. dba THE KOFFLER INVESTOR GROUP and STEVEN C. KOFFLER Respondents.	SETTLEMENT AGREEMENT

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This Settlement Agreement ("Agreement") is entered into by and between Printing Production Management, Inc. dba The Koffler Investor Group ("Koffler Group") and Steven C. Koffler ("Koffler") (collectively, "Respondents"), on the one hand, and the California Corporations Commissioner, Jan Lynn Owen ("Commissioner"), on the other hand, with respect to the following facts:

RECITALS

A. At all times relevant hereto, Koffler Group was a California Corporation located at 38250 Plumosa Circle, Palm Desert, California 92211.

B. At all times relevant hereto, Koffler was an individual with a business address of 38250 Plumosa Circle, Palm Desert, California 92211. Koffler is president and a control person of Koffler Group.

C. On January 31, 2012, the Commissioner issued a Desist and Refrain Order ("Order"), finding that Respondents offered and sold unqualified, non-exempt securities in violation of section 25110 of the Corporate Securities Law of 1968, California Corporations Code section § 25000 *et seq*. ("CSL"), and engaged in the business of a finance lender and/or broker without a license, in violation of California Financial Code section 22100. A true and correct copy of the Order is attached hereto as Exhibit A and incorporated herein by reference.

D. 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 Agreement is entered into for the purpose of judicial economy and expediency, and to avoid the time and expense of an administrative hearing and possible further court proceedings.

2. Without admitting or denying the allegations contained in the Order, Respondents hereby stipulate to issuance of the Order attached hereto as Exhibit A. In the event that any future proceeding(s) are initiated by or brought before the Commissioner against Respondents,

Respondents shall not dispute the allegations contained in the Order or this Agreement, including the Recitals.

3. Respondents hereby waive their right to a hearing on the allegations set forth in the Order. Respondents acknowledge their right to an administrative hearing under CSL section 25532 and Financial Code section 22712 in connection with the Order, and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right which may be afforded pursuant to the CSL, the California Financial Code, the California Administrative Procedure Act, the California Code of Civil Procedure or any other provision of law in connection with this matter.

4. The parties hereby acknowledge and agree that this Agreement is intended to and shall constitute a final and complete resolution of the Order, and constitutes the entire Agreement between the parties with respect thereto. This Agreement supercedes any and all prior or contemporaneous agreements between the parties hereto.

5. Notwithstanding any other provision contained herein, nothing in this Agreement shall operate to limit the Commissioner's ability to investigate and prosecute violations of the CSL and/or the California Financial Code, or to assist any other agency (county, state or federal) with any investigation and/or action brought by such agency concerning violations alleged herein or otherwise.

6. Each party hereto represents and warrants that it has received independent advice from its attorney(s) and/or other representatives prior to entering into this Agreement, and in executing this Agreement relied solely on the statements set forth herein and the advice of its own counsel and/or representative.

7. In that the parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

8. The waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the parties hereto.

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9. Each signatory hereto represents and warrants that he/she possesses the necessary capacity and authority to execute this Agreement and bind the parties hereto.

10. This 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. A fax signature shall be deemed the same as an original signature.

Dated: 3/26/12 JAN LYNN OWEN
California Corporations Commissioner

By_____
Alan S. Weinger
Deputy Commissioner

Dated: 3/14/12 PRINTING PRODUCTION MANAGEMENT, INC. dba THE KOFFLER INVESTOR GROUP

By_____
Steven C. Koffler, President and CEO

Dated: 3/14/12 STEVEN C. KOFFLER

By_____
Steven C. Koffler

APPROVED AS TO FORM:

Dated: 3/23/12 WEINTRAUB GENSHLEA CHEDIAK TOBIN & TOBIN LAW CORPORATION

By_____
W. Stephen Wilson
Counsel for Respondents

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