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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 THE PEOPLE OF THE STATE OF)
CALIFORNIA, by and through the California)
11 Corporations Commissioner,)
12 Plaintiff in Interpleader,)

Case No.: BC472171

**STIPULATION FOR ENTRY OF
JUDGMENT; [PROPOSED] FINAL
JUDGMENT**

13)
14 v.)

Judge: Hon. Mark V. Mooney

15 MARIA VILLAREAL, aka MARIA)
GUADALUPE VILLARRUEL; LOS ALTOS)
16 LIQUOR STORE, INC., dba, LOS ALTOS)
LIQUOR STORE; SAMEER IBRAHIM;)
17 STATE OF CALIFORNIA BOARD OF)
EQUALIZATION; and DOES 1 through 5,)
18 inclusive,)

Dept.: 68

Trial Date: September 24, 2012

Action Filed: October 26, 2011

19 Defendants in Interpleader.)
20)

21 IT IS HEREBY AGREED AND STIPULATED by and between Plaintiff in Interpleader,
22 THE PEOPLE OF THE STATE OF CALIFORNIA, by and through the California Corporations
23 Commissioner (“Commissioner”), and Defendants in Interpleader: MARIA VILLAREAL, aka
24 MARIA GUADALUPE VILLARRUEL (“Villareal”), LOS ALTOS LIQUOR STORE, INC., dba,
25 LOS ALTOS LIQUOR STORE (“Los Altos Liquor Store”), SAMEER IBRAHIM (“Ibrahim”) and
26 STATE OF CALIFORNIA BOARD OF EQUALIZATION (“BOE”) as follows:
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28 WHEREAS, the Commissioner recovered \$40,515.57 in escrow trust funds from Dependable

1 Escrow Co. file number 5801350-MDR through the Commissioner’s Limited Conservator Yong Hi
2 Kristie Jaynes (“Conservator”). The Commissioner’s Conservator was unable to determine to whom
3 the recovered escrow trust funds were to be paid, such that the Commissioner, on or about October
4 26, 2011, filed her Complaint in Interpleader against Defendants in Interpleader Villareal, Los Altos
5 Liquor Store, Ibrahim, and BOE and deposited the sum of \$40,515.57 with this Court.

6 NOW THEREFORE, the parties agree and stipulate as follows:

7 1. Defendants in Interpleader, and each of them, admit jurisdiction of this Court over them
8 and over the subject matter of this action.

9 2. Defendants in Interpleader, and each of them, admit service of the Summons and of the
10 Complaint filed in this Matter.

11 3. Defendants in Interpleader, and each of them, have read the Complaint in Interpleader,
12 this Stipulation for Entry of Judgment (“Stipulation”) and the [Proposed] Final Judgment Pursuant to
13 Stipulation (“Final Judgment”) in the form attached hereto as Exhibit 1 to the Stipulation.

14 4. Defendants in Interpleader, and each of them, agree and stipulate to waive entry of
15 Findings of Fact and Conclusions of Law under Code of Civil Procedure section 632 and all rights to
16 appeal the entry of Final Judgment.

17 5. This Stipulation and Final Judgment shall be binding on the Commissioner
18 and the Commissioner’s officers, employees, agents, representatives, successors, and attorneys and
19 Defendants in Interpleader Villareal, Los Altos Liquor Store, Ibrahim, BOE and their subsidiaries,
20 officers, employees, agents, representatives, successors, insurers, attorneys, affiliated and related
21 entities, principals, assignors, and assignees. The Commissioner and the Defendants Interpleader
22 Villareal, Los Altos Liquor Store, Ibrahim, and BOE shall collectively be referred to as the “Parties.”

23 6. The Parties agree and stipulate that if any paragraph, clause, or provision of this
24 Stipulation and Final Judgment entered thereto, or the application thereof, is held invalid or
25 unenforceable, such decision shall affect only the paragraph, clause or provision so construed or
26 interpreted, and invalidity shall not affect the provisions or the application of this Stipulation, or of
27 the Final Judgment entered thereto, which can be given effect without the invalid provisions or
28 application, and to this end, the provisions of the Stipulation and Final Judgment entered thereto, are

1 declared by the Parties to be severable.

2 7. The Parties agree and stipulate that entry of the Final Judgment pursuant to this
3 Stipulation may be made by a judge or commissioner of the Superior Court and may be made ex
4 parte without notice to any of the Defendants in Interpleader.

5 8. The Defendants in Interpleader, and each of them, agree and stipulate that they enter into
6 this Stipulation and Final Judgment without coercion, and acknowledge that no promises, threats or
7 assurances have been made by the Plaintiff in Interpleader, the Commissioner, or any officer, or
8 agent thereof, except for those expressly set forth in this Stipulation and Final Judgment, to induce
9 the Defendants in Interpleader, and each of them, to enter into this Stipulation and Final Judgment.

10 9. This matter was filed with interpleaded escrow trust funds of \$40,515.57 from
11 Dependable Escrow Co. file number 5801350-MDR, and those funds are now held by the Court; all
12 Parties agree that the interpleaded escrow trust funds should be paid over to the BOE to enable a full
13 settlement of any tax liens reflecting the outstanding account liabilities owed on Account Number SR
14 AA 053-009508 (Villareal) and Account Number SR AA 100-401419 (Los Altos Liquor Store). In
15 exchange therefore, Defendants in Interpleader Villareal and Los Altos Liquor Store shall each waive
16 any right to seek administrative or judicial review regarding the determinations or assessments on
17 which the above-referenced account liabilities are based (including, but not limited to pursuing a
18 claim for refund following application of the interpleaded escrow trust funds to those accounts).

19 10. Defendant in Interpleader BOE agrees that it shall not enter a subsequent judgment
20 against co-defendants Villareal and Los Altos Liquor Store (each of whom has respective liens
21 against them of over \$49,000.00 and \$51,000.00 arising from the sale of Los Altos Liquor Store and
22 its unpaid obligations), so long as those co-defendants comply in full with the transfer of the entire
23 interpleaded escrow trust funds to BOE in accordance with paragraph 9., above.

24 11. Upon receipt of the interpleaded escrow trust funds to BOE and application thereof, any
25 balance remaining on Account Number SR AA 053-009508 (Villareal) and Account Number SR AA
26 100-401419 (Los Altos Liquor Store) shall be reduced to zero.

27 12. The Parties further agree, stipulate, and jointly request that the Court suspend all further
28 hearings until May 17, 2012, or if the Court does not permit such, then for a period to enable the

1 Court to enter the Final Judgment and the Plaintiff in Interpleader, the Commissioner, to dismiss the
2 entire action with prejudice.

3 13. The pending motion to lift default (5-18-2012) against Defendants in Interpleader
4 Villareal and Los Altos Liquor Store shall be vacated by their counsel with notice to the Court the
5 day before that the hearing is now “moot.”

6 14. All Parties hereby agree and acknowledge a voluntary waiver of the rights and the time
7 provisions of Code of Civil Procedure sections 583.160, 583.213, 583.310, 583.360, 583.410,
8 583.420 and any and all other provisions of California law requiring or authorizing the dismissal of
9 the action for failure to prosecute or to file or bring an action to trial within a time limit.

10 15. The Parties agree and stipulate that each party shall bear their own expenses and costs,
11 including attorney’s fees, incurred in connection with the investigation of matters relating to the
12 Complaint in Interpleader in the above-entitled case and the preparation of the Complaint in
13 Interpleader, this Stipulation and Final Judgment.

14 16. The Parties understand that the terms of this Stipulation are contractual and not mere
15 recitals. It is executed without reliance upon any oral representation of the Parties or their attorneys
16 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
17 other person or entity to make any statement, representation or disclosure of anything whatsoever.
18 The Parties have included this clause: (1) to preclude any claim that any party was in any way
19 fraudulently induced to execute this Stipulation and Final Judgment; and (2) to preclude the
20 introduction of parol evidence to vary interpret, supplement, or contradict the terms of this
21 Stipulation and Final Judgment.

22 17. In that the Parties have had the opportunity to draft, review, and edit the language of this
23 Stipulation and Final Judgment, no presumption for or against any party arising out of the drafting all
24 or any part of this Stipulation or Final Judgment will be applied in any action relating to or arising out
25 of this Stipulation or of the Final Judgment. Accordingly, the Parties hereby waive the benefit of
26 Civil Code section 1654 or any successor statute.

27 18. It is the intention of the Parties that this Stipulation and Final Judgment shall be
28 effective as a full and final accord and satisfactory release of each and every matter specifically or

1 generally referred to. In agreeing to the releases and other set forth herein, each party has been
2 represented by and consulted with counsel and performed such investigation and inquiry deemed
3 necessary by such party. Moreover, each party to this Stipulation represents, warrants, and covenants
4 that such party executes this Stipulation without any representation, express or implied, of any kind
5 from any other party to this Stipulation, except as specifically expressed in this Stipulation. It is
6 understood that there is a risk that, subsequent to the execution and delivery of this Stipulation,
7 losses, damages, violations or other matters might be discovered or incurred which are unknown or
8 unanticipated, for whatever reason, at the time of the execution and delivery of this Stipulation. It is
9 nonetheless specifically agreed that the releases herein are fully and completely effective regardless
10 of any present lack of knowledge on the part of any party. Each party to this agreement voluntarily,
11 intentionally and expressly waives the benefits and provisions of section 1542 of the Civil Code, and
12 any similar law of any state or territory of the United States of America or other jurisdiction.

13 Specifically, section 1542 of the Civil Code provides as follows:

14 A general release does not extend to claims which the creditor does not
15 know or suspect to exist in his or her favor at the time of executing the
16 release, which if known by him or her must have materially affected his
 or her settlement with the debtor.

17 19. A fax or e-mail scanned signature of this Stipulation shall be as effective as an original
18 ink signature.

19 20. Each signatory hereto covenants that he/she possesses the necessary capacity and
20 authority to sign and enter into this Stipulation.

21 21. The Parties stipulate and agree that this Stipulation and Final Judgment may be executed
22 in one or more separate counterparts, each of which when so executed, shall be deemed an original.
23 Such counterparts shall together constitute and be one and the same instrument.

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22. The Parties stipulate and agree that this Court shall retain jurisdiction of this action in order to implement and enforce the terms of this Stipulation and Final Judgment and to entertain any suitable application or motion for additional relief or modification of any order made herein within the jurisdiction of the Court.

DATED: 05/15/12

JAN LYNN OWEN
California Corporations Commissioner

By _____
Alan S. Weinger
Deputy Commissioner

DATED: 05/14/12

MARIA VILLAREAL, aka MARIA
GUADLUPE VILLAREAL

By _____
Maria Villareal

DATED: 05/14/12

LOS ALTOS LIQUOR STORE, INC., dba,
LOS ALTOS LIQUOR STORE

By _____
Olga Azocar

DATED: 05/14/12

SAMEER IBRAHIM

By _____
Sameer Ibrahim

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2 DATED: 05/09/12

STATE OF CALIFORNIA BOARD OF
EQUALIZATION

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By _____
Victoria C. Baker, Esq.

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