

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
4 Department of Corporations
320 West 4th Street, Ste. 750
5 Los Angeles, California 90013-2344
Telephone: (213) 576-7604 Fax: (213) 576-7181
6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

10
11 In the Matter of the Accusation of THE) File No.: 963-2210
CALIFORNIA CORPORATIONS)
12 COMMISSIONER,) SETTLEMENT AGREEMENT
13)
Complainant,)
14)
15 vs.)
16 ALEJANDRO MARTINEZ aka ALEX)
MARTINEZ,)
17)
Respondent.)
18)
19)

20 This Settlement Agreement is entered into between Alejandro Martinez also known as Alex
21 Martinez (“Martinez”) and the California Corporations Commissioner ("Commissioner") and is
22 made with respect to the following facts:

23 **RECITALS**

24 A. Martinez was at all times relevant to the within action, the president and a shareholder
25 of Prime West Escrow, Inc. (“Prime West”) and the escrow manager and an escrow officer at the
26 main office of Prime West.

27 B. Prime West is an escrow agent licensed by the Commissioner pursuant to the Escrow
28 Law of the State of California (California Financial Code Section 17000 et seq.). Prime West had its

1 principal place of business located at 8560 W. Sunset Boulevard, Los Angeles, California and a
2 branch office at 12711 Ventura Boulevard, Suite 290, Studio City, California.

3 C. On January 11, 2010, the Commissioner had Martinez served with a Notice of
4 Intention to Issue Order Pursuant to Section 17423 (Bar from Employment, Management or Control
5 of an Escrow Agent), Accusation and accompanying documents dated November 17, 2009
6 (“Accusation”). Pursuant to such action, Martinez has the right to contest the allegations by way of
7 a hearing before the Office of Administrative Hearings.

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

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

12 **TERMS AND CONDITIONS**

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

15 2. Martinez, without admitting or denying any of the allegations contained in the
16 Accusation described in paragraph C above, hereby agrees to the issuance by the Commissioner of
17 an order permanently barring Martinez from any position of employment, management or control of
18 any escrow agent. The bar order shall become effective upon execution and delivery of this
19 Settlement Agreement. A copy of the bar order is attached and incorporated as Exhibit A.

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

25 4. Martinez further acknowledges his right to apply for reinstatement or reduction under
26 Government Code section 11522 in connection with the bar and hereby waives his right to apply for
27 reinstatement or reduction under Government Code section 11522.
28

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

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

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

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

26 9. In that the parties have had the opportunity to draft, review and edit the language of
27 this Settlement Agreement, no presumption for or against any party arising out of drafting all or any
28 part of this Settlement Agreement will be applied in any action relating to, connected, to, or

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

5 10. This Settlement Agreement shall not become effective until signed by all Parties and
6 delivered by all Parties.

7 11. This Settlement Agreement may be executed in one or more counterparts, each of
8 which shall be an original but all of which, together, shall be deemed to constitute a single
9 document.

10 12. This Settlement Agreement may be executed by facsimile signature, and any such
11 facsimile signature by any party hereto shall be deemed to be an original signature and shall be
12 binding on such party to the same extent as if such facsimile signature were an original signature.

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

15 Dated: 1/25/10

PRESTON DuFAUCHARD
California Corporations Commissioner

17 By _____
18 ALAN S. WEINGER
19 Acting Deputy Commissioner

20 Dated: 1/25/2010

21 By _____
22 ALEJANDRO MARTINEZ aka ALEX
23 MARTINEZ, an individual

24 APPROVED AS TO FORM:

25 BERNSTEIN LAW OFFICES, INC.

26 By _____

27 BOB BERNSTEIN, Attorney for ALEJANDRO MARTINEZ
28 aka ALEX MARTINEZ

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PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
JUDY L. HARTLEY
Senior Corporations Counsel