

OCT 26 1993

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

DEPARTMENT OF INSURANCE  
By *[Signature]*

1	In the Matter of	)	Docket No. 8219
2		)	
3	CHARTER TITLE AGENCY, INC.,	)	ORDER SUMMARILY SUSPENDING
4		)	LICENSE AND NOTICE OF
5	Respondent.	)	OPPORTUNITY FOR HEARING
6	_____	)	

7           The Department of Insurance ("Department") alleging  
8 below that Respondent has violated the provisions of A.R.S.  
9 Title 20, and the Director of Insurance ("Director") finding  
10 that the public health, safety and welfare imperatively require  
11 emergency action;

12           IT IS HEREBY ORDERED summarily suspending Respondent's  
13 Arizona insurance license, effective immediately, pending the  
14 proceedings for revocation commenced this date.

15           DATED this 26<sup>th</sup> day of October, 1993.

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18           *for* *[Signature]* ASST. DEP. DIR.  
19           SUSAN GALLINGER  
20           Director of Insurance

21           NOTICE OF OPPORTUNITY FOR HEARING

22           Pursuant to Titles 20 and 41 of the Arizona Revised  
23 Statutes, Respondent is hereby notified that the Department  
24 alleges the following grounds to suspend, revoke or refuse to  
25 renew its insurance license, and that Respondent is entitled to  
26 request a hearing to contest said allegations. Such a request  
27 must be in writing and received at the following address within  
28 thirty (30) days from the date hereof:

1 Arizona Department of Insurance  
2 Hearing Division  
3 2910 North 44th Street  
4 Suite 210  
5 Phoenix, Arizona 85018

6 Upon receipt of a timely written request for hearing, the  
7 Director will issue a statement setting the time and place of  
8 the hearing. If no timely written request for hearing is  
9 received, the Director will enter the following allegations as  
10 findings of fact and conclusions of law, and will order the  
11 revocation of Respondent's insurance license together with  
12 appropriate civil penalties and restitution as allowed by law.

13 The Department alleges:

14 1. Respondent is and was at all material times an  
15 Arizona-licensed title insurance agency holding license number  
16 0788856, and doing business as such in conjunction with its  
17 business as an escrow agent duly licensed by the Arizona State  
18 Banking Department.

19 2. On or about October 25, 1993, Respondent was  
20 found by judgment of the Superior Court in and for Maricopa  
21 County ("Court") to have caused escrow monies delivered to it in  
22 the course of its business to be transferred to other persons or  
23 entities in violation of its obligations as an escrow agent.

24 3. In the above-referenced judgment, the Court found  
25 that Respondent's conduct as described above resulted in a trust  
26 shortage in the escrow accounts of Respondent in excess of  
27 \$1,000,000.00.

28 4. In the above-referenced judgment, the Court found  
that Respondent's conduct as described above was fraudulent, not

1 in the due and lawful execution of the trust purposes, and not  
2 authorized by the parties to the escrow transactions.

3 5. By a Consent to Judgment executed on or about  
4 October 25, 1993, by Thomas Eccles, Chairman of the Board of  
5 Respondent, Respondent has admitted that the Court's findings  
6 are true.

7 6. A true and correct copy of the Judgment, Order  
8 Appointing Receiver, Permanent Injection and Consent To Same is  
9 attached hereto and incorporated herein by this reference.

10 7. The conduct described above constitutes a record  
11 of misappropriation, or conversion to its own use or illegal  
12 withholding by Respondent of monies belonging to policyholders,  
13 insurers, beneficiaries, or others and received in the conduct  
14 of business under Respondent's license or through its use, all  
15 within the meaning of A.R.S. § 20-316(A)(4).

16 8. The conduct described above constitutes the  
17 existence of a cause for which the original issuance or any  
18 renewal of Respondent's insurance license could have been  
19 refused, all within the meaning of A.R.S. § 20-316(A)(1)  
20 together with A.R.S. § 20-290(B)(2).

21 9. The conduct described above constitutes the  
22 conduct of affairs by Respondent under its insurance license  
23 showing Respondent to be incompetent or a source of injury or  
24 loss to, or repeated complaint by, the public or any insurer,  
25 all within the meaning of A.R.S. § 20-316(A)(7).

26 WHEREFORE, if Respondent does not request a hearing to  
27 contest the above allegations, or if after hearing the Director  
28 makes a finding of one or more of the above-alleged violations,

1 she may suspend, revoke or refuse to renew Respondent's  
2 insurance license, impose civil penalties upon Respondent and/or  
3 order restitution, pursuant to A.R.S. § 20-316.

4 DATED this 26<sup>th</sup> day of October, 1993.

5  
6 *for* *Susan Gallinger*, *ASST. Dir. DIR.*  
7 SUSAN GALLINGER  
8 Director of Insurance  
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1 COPY of the foregoing mailed/delivered  
2 this 26th day of October, 1993, to:

3 W. Mark Sendrow, Esq.  
4 Unit Chief Counsel, Agency  
5 Office of the Attorney General  
6 1275 W. Washington  
7 Phoenix, Arizona 85007

8 Chris Herstam, Deputy Director  
9 Charles Cohen, Assistant Deputy Director  
10 Sandra Lewis, Executive Assistant  
11 Gary Torticill, Assistant Director  
12 Jay Rubin, Assistant Director  
13 Maureen Catalioto, Supervisor  
14 Department of Insurance  
15 2910 North 44th Street, Suite 210  
16 Phoenix, Arizona 85018

17 Lawrence E. Wilk  
18 3200 North Central Avenue, 20th Floor  
19 Phoenix, Arizona 85012  
20 Attorney for Respondent

21 Charter Title Agency, Inc.  
22 3550 North Central Avenue #102  
23 Phoenix, Arizona 85012

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Chris Crawford

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CERTIFIED COPY

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0166C/CPA93-290  
GRANT WOODS  
Attorney General  
SYDNEY K. DAVIS, Chief Counsel, #004041  
Consumer Protection & Antitrust Section  
W. MARK SENDROW, #005128  
Assistant Attorney General  
Attorneys for Plaintiff  
Department of Law Building, Room 259  
1275 West Washington Street  
Phoenix, Arizona 85007  
Telephone: (602) 542-3702

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, ex rel.  
RICHARD C. HOUSEWORTH,  
Superintendent of Banks,

Plaintiff,

vs.

CHARTER TITLE AGENCY, INC., an  
Arizona corporation

Defendant.

CV 93 23756

NO.

JUDGMENT, ORDER  
APPOINTING RECEIVER,  
PERMANENT INJUNCTION  
AND CONSENT TO SAME

Plaintiff, State of Arizona, ex rel. Richard C.  
Houseworth, Superintendent of Banks ("Superintendent") having  
filed its Verified Complaint and Application for Appointment of  
Receiver, for Injunctive and Other Relief and for Order to Show  
Cause alleging violations of the Escrow Agents Act, A.R.S.  
§ 6-801 et seq.; and Defendant Charter Title Agency, Inc.  
("Charter") having been presented with the Summons and Verified  
Complaint and having waived the formalities of service of

1  
2 process; having been fully advised of their right to a trial  
3 and appeal in this matter and having waived same; having  
4 admitted the jurisdiction of the Court; having admitted that  
5 the following Findings of Fact and Conclusions of Law are true;  
6 and having consented to the following Judgment; the Court now  
7 enters the following Findings of Fact, Conclusions of Law and  
8 Judgment.

9 FINDINGS OF FACT

10 1. This action is brought under A.R.S. §§ 6-131,  
11 6-137 and 6-801 et seq., relating to the regulation of escrow  
12 agents.

13 2. This action is entitled to precedence over all  
14 other civil actions pursuant to A.R.S. § 6-137(G).

15 3. Venue is appropriate in Maricopa County pursuant  
16 to A.R.S. §§ 6-137(F) and 12-401(17).

17 4. Plaintiff is the State of Arizona, ex rel.  
18 Richard C. Houseworth, Superintendent of Banks  
19 ("Superintendent").

20 5. Defendant, Charter Title Agency, Inc.  
21 ("Charter"), is an Arizona corporation licensed, and doing  
22 business as an escrow agent in Arizona. Under A.R.S. § 6-801  
23 et seq. the Superintendent exercises regulatory authority over  
24 Charter, and this Court has jurisdiction over actions filed by  
25 the Superintendent under Title 6, Ariz. Rev. Stat. Ann.

26 6. As a licensed escrow agent, Charter holds all  
escrow monies in trust for the benefit of the parties to the

1 escrow transactions. Charter is required to deposit and  
2 maintain all escrow monies in a depository institution doing  
3 business in this state, and to keep such escrow monies  
4 separate, distinct and apart from its own funds in an account  
5 or accounts designated as "escrow accounts" or some other  
6 appropriate designation indicating that the escrow monies are  
7 not the funds of Charter, pursuant to A.R.S. § 6-834(A).  
8

9 7. On October 20, 1993, the Superintendent of Banks  
10 commenced an examination of Charter pursuant to A.R.S.  
11 § 6-122. The examination has revealed that violations of Title  
12 6, Ariz. Rev. Stat. Ann., have occurred.

13 8. Defendant caused escrow monies delivered to it in  
14 the course of its business to be transferred to other persons  
15 or entities, in violation of its obligations as an escrow agent  
16 under Title 6, Ariz. Rev. Stat. Ann.

17 9. The above-described transfers of escrow monies  
18 have resulted in a trust shortage in the escrow accounts of  
19 Charter in excess of \$1,000,000.00.

20 10. The above-described transfers of escrow monies  
21 were fraudulent, were not in the due and lawful execution of  
22 the trust purposes, and were not authorized by the parties to  
23 the escrow transactions.

24 11. Charter has failed to maintain accurate trust  
25 general ledgers.

26 12. Charter has failed to implement dual control  
procedures over its escrow trust accounts.



1  
2 13. Charter has failed to reconcile its escrow trust  
3 accounts since at least June 1993.

4 CONCLUSIONS OF LAW

5 1. Defendant Charter Title Agency Inc. has violated  
6 its statutory duties under A.R.S. § 6-801 et seq., by not  
7 placing and maintaining escrow funds in trust accounts, and by  
8 operating in an unsafe and unsound manner.

9 2. The Superintendent is entitled to the remedies  
10 set forth in A.R.S. §§ 6-131(A), 6-137(F) and/or 6-833(B).

11 3. Grounds exist for the appointment of the  
12 Superintendent as receiver of Defendant Charter Title Agency  
13 Inc.

14 4. Grounds exist for the granting of a preliminary  
15 injunction against Defendant Charter Title Agency Inc.

16 JUDGMENT

17 IT IS THEREFORE ORDERED appointing a the  
18 Superintendent of Banks as Receiver of Charter Title Agency,  
19 Inc. ("Charter") with authority to conserve, rehabilitate and  
20 liquidate same as he sees fit, and directing the Receiver to:

21 1. Collect, receive and take exclusive custody,  
22 control and possession of all assets, bank accounts,  
23 securities, business accounts, goods, chattels, causes of  
24 action, credits, monies, affects, books and records of accounts  
25 and other papers and property or interests owned or held by  
26 Charter or controlled by Charter by means of power of attorney  
or other agency agreement or placed under the control of the

1 Receiver by court order ("receivership properties") with full  
2 power to sue for, collect, receive and take possession of such  
3 receivership properties;

4           2. Conserve, hold and manage all receivership  
5 properties in order to prevent loss, damage and injury to  
6 creditors and others who have done business with Charter; to  
7 obtain an accounting thereof and to adjust and protect the  
8 interests of such creditors and other persons doing business  
9 with Charter, as approved by the Court;

10           3. Engage and employ deputy receivers and current or  
11 previous employees of Charter or replacements of same to carry  
12 on the day-to-day business of Charter, as the Receiver may deem  
13 necessary in the performance of his duties and responsibilities  
14 in discharging the authority conferred by this Judgment;

15           4. Engage and employ attorneys, accountants,  
16 appraisers and other persons to evaluate any receivership  
17 properties, as the Receiver may deem necessary in the  
18 performance of his duties and responsibilities in discharging  
19 the authority conferred by this Judgment;

20           5. Make such payments and disbursements from the  
21 receivership properties and incur such expenses as may be  
22 necessary and advisable in discharging his duties as Receiver,  
23 and present to the Court from time to time, an accounting of  
24 all such payments, disbursements and expenses;

25           6. Subject to approval by the Court, institute,  
26 prosecute, defend, compromise, intervene in, seek stays in, or

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become a party to, such suits, actions or proceedings at law or in equity as may in the Receiver's opinion be necessary for the collection, recovery, protection, maintenance or preservation of the receivership properties;

7. Present to the Court, as soon as practicable, his written report reflecting the existence and value of all receivership properties, the extent of any liabilities, both those claimed by others to exist and those which the Receiver believes to be the legal obligations of Charter, and any further information the Receiver believes may assist the Court in the administration of the receivership. The Receiver's report shall include a recommendation regarding the best method for conservation, rehabilitation or liquidation of Charter; and

8. Upon reasonable notice to the Receiver, make the books and records in the possession and control of the Receiver available to investigators of agencies of federal, state or local governments for their inspection and copying in a reasonable manner as deemed appropriate by the Receiver.

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, Charter and all customers, principals, investors, creditors, stockholders, lessors, lessees, and any other persons, entities or organizations, which have or may seek to establish or enforce any claim, right or interest against Charter, except for the Receiver, or all others acting for or on behalf of such persons including their attorneys, trustees, agents, sheriffs,

1 constables, marshals and other officers are enjoined from:

2 1. Commencing, prosecuting, continuing or enforcing  
3 any claim, suit or proceeding against Charter or against any of  
4 its assets, except that this Judgment does not enjoin the  
5 filing of claims with the Receiver;

6 2. Commencing, prosecuting or enforcing any claim,  
7 suit or proceeding against Charter or against any of its  
8 assets, officers, employees or agents arising out of the same  
9 transaction, occurrence, or series of transactions or  
10 occurrences described in the Findings of Fact above, to the  
11 extent any such claim, suit or proceeding would interfere with  
12 the taking control, possession or management by the Receiver of  
13 the receivership properties or to in any way interfere with the  
14 Receiver, or to harass or interfere with said Receiver, or to  
15 interfere in any manner with the exclusive jurisdiction of this  
16 Court over the receivership properties, except that this  
17 Judgment does not enjoin the filing of claims with the Receiver  
18 and does not enjoin the continuation of any suit or proceeding  
19 against Charter or against any of their assets, officers,  
20 employees or agents which commenced prior to the entry hereof;

21 3. Commencing or prosecuting or continuing to  
22 prosecute any suit or legal proceeding in the name of or on  
23 behalf of Charter;

24 4. Enforcing or attempting to enforce any  
25 contractual provisions against Charter which provide for the  
26 forfeiture of any interest in property, the termination of a

1 lease or might otherwise impair or impede the ability of the  
2 Receiver to perform his duties as set forth herein;

3 5. Accelerating the due date of any obligation or  
4 claimed obligation, enforcing any lien upon, or taking or  
5 attempting to take possession of, or retaining possession of,  
6 any receivership properties, or attempting to foreclose,  
7 forfeit, alter or terminate any interests of Charter, in any  
8 property, including any leases of real or personal property,  
9 whether such acts are part of a judicial proceeding or  
10 otherwise;

11 6. Using self-help or executing or issuing, or  
12 causing the execution or issuance of any court attachment,  
13 garnishment, subpoena, replevin, execution or other legal  
14 process for the purpose of enforcing any right including  
15 impounding or taking possession of or interfering with, or  
16 creating or enforcing a lien upon any receivership properties;

17 7. Issuing or causing to be issued subpoenas duces  
18 tecum or for testimony against the Receiver or any of the  
19 Receiver's deputies or staff;

20 8. Doing any act or thing whatsoever to interfere  
21 with the taking control, possession or management by the  
22 Receiver appointed herein of the receivership properties or to  
23 in any way interfere with the Receiver, or to harass or  
24 interfere with said Receiver, or to interfere in any manner  
25 with the exclusive jurisdiction of this Court over the  
26 receivership properties; and

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9. Transferring servicing accounts from the Receivership to anyone else for servicing except that the Receiver may in his sole discretion agree to such transfers without leave of Court. Unless prior thereto, a person wishing to employ, institute or enforce any right or remedy has first sought relief from this Judgment by filing an appropriate Motion or Petition with the Court, and serving a copy thereof upon the Receiver, the Receiver's attorney of record, and the Arizona Attorney General.

IT IS FURTHER ORDERED that:

1. During the pendency of this receivership the Receiver is authorized to sell any and all personal property of Charter, in his sole discretion, for the best price possible under the circumstances, whether by public or private sale, public or private auction, following advertising or without advertising, as the Receiver may deem appropriate under the circumstances. The Receiver may employ and pay auctioneers for the purpose of selling such property. Notwithstanding this provision, the Receiver shall keep full and accurate records concerning the disposition of all personal property and shall account to the Court with regard to the disposition of said property and all expenses incurred prior to the termination of these proceedings.

2. During the pendency of these proceedings the Receiver is authorized to negotiate with lessors, lienholders, creditors and their representatives for the purpose of

1 permitting or allowing the Receiver to continue to perform his  
2 duties in an expeditious manner, without impairment or  
3 interference. The Receiver is authorized to negotiate  
4 modifications, renewals, terminations and extensions of  
5 obligations, including leases, provided however that the  
6 Receiver shall have no independent liability with respect to  
7 such agreements and the sole liability, if any, resulting from  
8 such agreements shall be that of the receivership estate and  
9 the assets therein, if any.

10 3. Customers of Charter who have maintained escrow  
11 accounts shall not be permitted to transfer said servicing  
12 accounts from Charter except upon the express written  
13 authorization of all parties to the servicing agreement, which  
14 authorization shall be in such form as the Receiver deems  
15 appropriate.

16 4. Upon the transferring of any records of any  
17 escrow or servicing account to a designated successor, the  
18 Receiver shall have no further responsibility or liability with  
19 respect to the records and any funds transferred.

20 5. Receiver may surrender office facilities and  
21 leasehold interests to landlords and lessors in his sole  
22 discretion, when he has deemed the facilities to be unnecessary  
23 to the carrying out of his duties.

24 6. The Receiver, in his sole discretion, may permit  
25 lessors, owners, and suppliers to retake and repossess  
26 machinery and equipment, including furniture, in his sole

1 discretion and when he has deemed such machinery, equipment and  
2 furniture to be unnecessary to the performance of his duties.

3 7. With respect to any pending trustee's sale  
4 proceedings in which Charter was serving as a trustee or  
5 escrow, the Receiver shall have no responsibility to continue  
6 those proceedings nor to act as trustee.

7 8. It appearing that there is a shortage in the  
8 escrow trust accounts of Charter, the Receiver shall not  
9 disburse any portion of the funds in such escrow trust accounts  
10 at the time of the commencement of these proceedings, except  
11 upon further Order of the Court. Notwithstanding this  
12 provision, the Receiver shall disburse escrow funds received  
13 after the time of the commencement of these proceedings.

14 9. The Receiver shall, as soon as possible after the  
15 entry of this Order, notify all customers, investors,  
16 borrowers, creditors, and other interested persons regarding  
17 the pendency of these proceedings by delivering an appropriate  
18 notice to said persons by regular mail. Said notice shall  
19 include the following information:

20 A. That there is presently pending a  
21 receivership proceeding in this Court and said notice  
22 shall contain the cause number of these proceedings.

23 B. That if a person wishes to read the terms of  
24 this Order, he may secure a copy from the Clerk of the  
25 Superior Court.

26 C. That the Receiver has been given legal



1 custody and control of all funds, assets, documents,  
2 papers, books and records of Charter.

3  
4 D. That the Court has determined a shortage of  
5 funds exists with respect to Charter's escrow accounts.

6 E. That until further Order of this Court, the  
7 Receiver is not authorized or permitted to make any  
8 disbursements to any customers, investors, borrowers  
9 or creditors or other interested persons having an  
10 interest in specific escrow accounts where the funds  
11 therein were received prior to the time of the  
12 commencement of these proceedings.

13 F. That the persons receiving notice may wish  
14 to consult with an attorney of their choosing to  
15 determine how best to protect their legal rights.

16 G. That any persons having an interest in any  
17 deed of trust or other security should take  
18 appropriate steps to determine that their address is  
19 correctly reflected in the Maricopa County Recorder's  
20 Office by filing an appropriate Request for Notice as  
21 provided for under Arizona law.

22 IT IS FURTHER ORDERED that nothing in the foregoing  
23 paragraphs shall prevent any person from maintaining an action  
24 against any other persons in connection with matters arising  
25 out of business transacted by Charter, providing that such  
26 person does not maintain or prosecute said action against  
Charter or the Receiver appointed pursuant to this Judgment, in

1 violation of this Judgment;

2 IT IS FURTHER ORDERED that the Receiver named herein  
3 may, without further order of this Court, delegate the exercise  
4 of his duties to other deputies, counsel, clerks and assistants.

5 IT IS FURTHER ORDERED that Charter and its officers,  
6 directors, principals, agents, servants, employees, attorneys,  
7 successors, accountants and assigns, and those persons in  
8 active concert or participation with them and each of them be  
9 and hereby are enjoined during the pendency of this action or  
10 further order of this Court, from directly or indirectly:

11 1. Transacting any of Charter's business except at  
12 the direction and under the supervision of the Receiver;  
13 wasting its assets, obtaining preferences, judgments,  
14 attachments, or other liens or making a levy against Charter;

15 2. Destroying, secreting, defacing, transferring or  
16 otherwise altering or disposing of any books, records,  
17 accounts, or any other papers of any kind or nature of Charter;

18 3. Transferring, receiving, altering, selling,  
19 encumbering, pledging, assigning, liquidating or otherwise  
20 disposing of any assets, funds or property owned, controlled or  
21 in the possession of or in which an interest is held or claimed  
22 by Charter or the Receiver appointed herein;

23 4. Obstructing or interfering or refusing to  
24 cooperate with the Receiver, or his duly authorized agents, in  
25 the exercise of their lawful authority under the orders of this  
26 Court.

1  
2 5. Doing any act or thing whatsoever to interfere  
3 with the taking control, possession or management by the  
4 Receiver appointed herein of the receivership properties or to  
5 any way interfere with the Receiver, or to harass or interfere  
6 with said Receiver, or to interfere in any manner with the  
7 exclusive jurisdiction of the Court over the receivership  
8 properties.

9 IT IS FURTHER ORDERED that Defendant and its officers,  
10 director, principals, agents, servants, employees, attorneys,  
11 successors, accountants and assigns and those persons in active  
12 concert or participation with them, and each of them be and  
13 hereby are enjoined from directly or indirectly engaging in any  
14 acts or practices in violation of Chapter 7, Title 6, Arizona  
15 Revised Statutes, as alleged in the Verified Complaint.

16 DONE IN OPEN COURT this 3<sup>rd</sup> day of October, 1993.

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20 JUDGE OF THE SUPERIOR COURT  
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CONSENT TO JUDGMENT

1. Defendant Charter Title Agency, Inc. hereby acknowledges that it has received a copy of the Summons and Verified Complaint and waives the formalities of service of process, and is aware of its right to a trial in this matter and hereby waive same.

2. Defendant admits the jurisdiction of the Court to enter the foregoing Judgment, admits that the foregoing Findings of Fact and Conclusions of Law are true and consents to the entry of the foregoing Judgment.

3. Defendant states that no promise of any kind or nature whatsoever was made to it to induce it to enter into this Consent to Judgment, other than as set forth herein and that it has entered into this Consent to Judgment voluntarily.

4. Defendant acknowledges that this Consent to Judgment is solely for the purpose of settling the matters alleged in the Verified Complaint against it and does not preclude Plaintiff or any other agency or officer of this State; or subdivision thereof, from instituting other administrative, civil or criminal proceedings as may be appropriate now or in the future.

5. Defendant waives all rights to challenge to the foregoing Findings of Fact, Conclusions of Law and Judgment on appeal or otherwise, and agree to be bound hereby.

6. Thomas Eccles represents that he is the Chairman of the Board of Charter Title Agency, Inc. and that as such he

1 is duly authorized by the corporate defendant to consent to the  
2 foregoing Judgment for and on its behalf.  
3

4 CHARTER TITLE AGENCY, INC.

5  
6 By [Signature]  
7 THOMAS ECCLES  
8 CHAIRMAN OF THE BOARD

Date: 10/25/93

9 APPROVED AS TO FORM AND CONTENT:

10 GRANT WOODS, Attorney General  
11 SYDNEY K. DAVIS, Chief Counsel  
12 CONSUMER PROTECTION & ANTITRUST SECTION

13 By [Signature]  
14 W. MARK SENDROW  
15 Assistant Attorney General  
16 Attorneys for Plaintiff

17 JABURG & WILK, P.C.

18 By [Signature]  
19 LAWRENCE E. WILK  
20 3200 N. Central Avenue  
21 20th Floor  
22 Phoenix, Arizona 85012  
23 Attorneys for Defendant

The foregoing instrument is a full, true and correct copy of  
the original on file in this office.

**OCT 25 1993**

Attest \_\_\_\_\_  
JUDITH ALLEN, Clerk of the Superior Court of the State of  
Arizona, in and for the county of Maricopa

By [Signature] Deputy

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