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LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SOUTHEAST DISTRICT

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. CALIFORNIA ALTERNATIVE HIGH SCHOOL, a California corporation; CALIFORNIA ALTERNATIVE ADULT HIGH SCHOOL, a California corporation; WEST SIDE EDUCATION CORPORATION, a California corporation; DANIEL A.D. GOSSAI a.k.a. DEONAUTH GOSSAI, an individual; JANET H. GOSSAI, an individual; DAVID L. SOTO, an individual; NOEL BRITO, an individual; FABRICIO SANDOVAL, an individual; JANIRA JACOBS, an individual; and DOES 1 THROUGH 100, inclusive, Defendants.	CASE NO. VC042820 **FINAL JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS WEST SIDE EDUCATION CORPORATION AND DAVID L. SOTO**

Plaintiff, the People of the State of California ("People" or "Plaintiff"), through its attorney, Attorney General Bill Lockyer, by Deputy Attorney General Michele R. Van Gelderen, on the one hand, and Defendants West Side Education Corporation ("West Side") and David L. Soto ("Soto"), individually and through their counsel, Gerald S. Unis, on the other hand (collectively, "Defendants'), having stipulated that this Final Judgment and Permanent Injunction (hereafter "Judgment") may be entered, with each party waiving the right to an adjudicative trial and without the taking of evidence on any issue of fact or law;

Now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the allegations and subject matter of the People's Complaint filed in this action, and the parties thereto; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

2. Pursuant to Business and Professions Code, sections 17203 and 17535, Defendants and their agents, employees, officers, representatives, successors, partners, assigns, and those acting in concert or in participation with them, are enjoined from committing or performing the following acts:

a. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will result in the award of a high school diploma.

b. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will result in the award of a college degree.

c. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will assist consumers in high school completion.

d. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will assist consumers in college completion.

e. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will assist consumers in qualifying for, seeking or obtaining employment.

f. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will assist consumers in passing the GED.

g. Offering any service, course, counseling, materials or any other assistance whatsoever that Defendants represent or imply will assist consumers with college admission or financial aid.

h. Representing or implying that Defendants' service, course, counseling, materials or other assistance that Defendants represent or imply will: result in the award of a high school diploma or college degree; constitute a high school or college education; constitute preparation for high school or college; constitute preparation for employment; constitute preparation for the GED; or constitute preparation for college admission or the receipt of financial aid.

i. Representing or implying that the person or entity offering Defendants' service, course, counseling, materials or assistance is legally constituted, recognized, accepted, approved of, authorized, endorsed, evaluated, associated with, affiliated with and/or holds a permit issued by the local, State or Federal government, and/or by any agency, subdivision, commission, board, department or other entity of the local, State or Federal government.

j. Accepting money or other consideration from any consumer to whom Defendants have made any of the above representations.

3. Defendants release any and all claims to any funds of Defendants held by the Receiver, which total approximately $31,000. Those funds may be used by Plaintiff and the Receiver to pay restitution, pursuant to Business and Professions Code sections 17203 and 17535, to those consumers who suffered pecuniary losses due to the conduct alleged in Plaintiff's Complaint. So that Plaintiff and the Receiver may determine which consumers are entitled to restitution, Defendants shall cooperate with Plaintiff and the Receiver by providing to Plaintiff and the Receiver, within twenty (20) days of the request, any and all information that is in the possession, custody or control of Defendants that Plaintiff and the Receiver reasonably deem necessary to determine which consumers are entitled to restitution.

4. Pursuant to Business and Professions Code sections 17206 and 17536, Defendants are jointly and severally ordered to pay concurrently with the entry of this Judgment to Plaintiff

the sum of $19,000 to be paid from the Unis & Associates client trust account. Such sums shall be paid as follows:

a. To the California Attorney General's office a civil penalty of $5,000.

b. To the California Attorney General's office costs of $5,000.

c. To the Los Angeles County Department of Consumer Affairs costs of $9,000.

5. The Court retains jurisdiction as the ends of justice may require for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate (a) for the construction or carrying out of this Final Judgment and Permanent Injunction; (b) for Plaintiff to apply at any time for enforcement of any provision of this Final Judgment and Permanent Injunction; (c) for modification of the injunctive provisions of this Final Judgment and Permanent Injunction; and (d) for punishment of any violations of this Final Judgment and Permanent Injunction.

6. Defendants shall provide, within twenty (20) days of receipt of a request, information requested by Plaintiff for the purpose of enabling Plaintiff to determine compliance with the provisions of this Judgment.

7. Defendants shall cooperate fully with Plaintiff in any civil, criminal or administrative action against any individuals who participated in the conduct alleged in the complaint in this matter, including such actions against the other defendants in the above-captioned case. Assertion of the Fifth Amendment shall not be deemed to be a failure to cooperate.

8. This Judgment is a final resolution and disposition of all those matters pleaded in the Complaint on file herein against Defendants. The Judgment shall have a res judicata effect barring Plaintiff from bringing any civil action alleging any violation of Business and Professions Code sections 17200 et seq. or 17500 et seq. based upon the foregoing against Defendants.

9. The clerk shall enter this Final Judgment and Permanent Injunction forthwith.

DATE: 2-17-2002

BRIAN F. GASDIA

Judge of the Superior Court