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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
CALIFORNIA ALTERNATIVE HIGH
SCHOOL, CALIFORNIA
ALTERNATIVE ADULT HIGH
SCHOOL AND DANIEL A.D. GOSSAI**

1 Plaintiff, the People of the State of California (“People” or “Plaintiff”), through its
2 attorney, Attorney General Bill Lockyer, by Deputy Attorney General Michele R. Van Gelderen,
3 Defendants California Alternative High School and California Alternative Adult High School,
4 through their counsel, Scott S. Furstman, and Daniel A.D. Gossai, in propia persona (collectively,
5 “Defendants”), having stipulated that this Final Judgment and Permanent Injunction (hereafter
6 “Judgment”) may be entered, with each party waiving the right to an adjudicative trial, without
7 the taking of evidence on any issue of fact or law, and without Defendants admitting any liability
8 or wrongdoing;

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

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

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

- 17 a Offering any service, course, counseling, materials or any other assistance
18 whatsoever that Defendants represent or imply will result in the award of a
19 high school diploma.
- 20 b. Offering any service, course, counseling, materials or any other assistance
21 whatsoever that Defendants represent or imply will assist consumers in
22 high school completion. Use of the words “high school” or “diploma” in
23 the name of any corporation, dba, organization or other entity, or in any
24 promotional materials, advertising materials, or course materials in any
25 manner whatsoever constitutes a violation of this Injunction.
- 26 c. Offering any service, course, counseling, materials or any other assistance
27 whatsoever that Defendants represent or imply will substantially assist
28 consumers in passing the GED.

- 1 d. Offering any service, course, counseling, materials or any other assistance
2 whatsoever that Defendants represent or imply will assist or otherwise
3 qualify consumers with college admission or obtaining financial aid at the
4 post-secondary level, except that Defendants may work on behalf of a
5 college or university to recruit students for attendance at that college or
6 university.
- 7 e. Offering any service, course, counseling, materials or any other assistance
8 without disclosing in clear and conspicuous language on all promotional
9 materials, advertising materials, or course materials that Defendants'
10 corporation, dba, organization or other entity is not accredited, unless
11 Defendants offer proof to Plaintiff that the corporation, dba, organization
12 or other entity is accredited by an accrediting agency that is recognized
13 under the Generally Accepted Accrediting Practices, the United States
14 Department of Education or the Council for Higher Education
15 Accreditation.
- 16 f. Representing or implying that Defendants' service, course, counseling,
17 materials or other assistance will: result in the award of a high school
18 diploma; constitute substantial preparation for high school or college;
19 constitute substantial preparation for the GED; or will assist consumers in
20 qualifying for financial aid.
- 21 g. Representing or implying that the person or entity offering Defendants'
22 service, course, counseling, materials or assistance is legally constituted,
23 recognized, accepted, approved of, authorized, endorsed, evaluated,
24 associated with, affiliated with and/or holds a permit issued by the local,
25 State or Federal government, and/or by any agency, subdivision,
26 commission, board, department or other entity of the local, State or Federal
27 government.
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1 h. Accepting money or other consideration from any consumer to whom
2 Defendants have made any of the above representations, or to whom
3 Defendants have not made the disclosures required by this Injunction.

4 3. Pursuant to California Business and Professions Code §§17203 and 17535,
5 Defendants shall pay to Plaintiff, within 90 days of execution of the stipulation for entry of this
6 Judgment, restitution in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000)
7 to those consumers who suffered pecuniary losses because of Defendants' violation of Business
8 and Professions Code §§17200 and 17500 et. seq. as described in the Complaint.

9 a. Plaintiff, in its discretion, may determine the eligibility of any individual for
10 restitution available under this Judgment, pay restitution directly to eligible
11 individuals in accordance with any reasonable plan or method, including
12 restitution to all eligible individuals, or to groups of eligible individuals
13 reasonably selected by Plaintiff in its discretion, on a full, *pro rata*, or
14 differential basis, and distribute any remaining restitution as additional civil
15 penalties after payment of restitution as set forth in this paragraph.

16 b. So that Plaintiff may determine which consumers are entitled to restitution,
17 and in what amount, Defendants shall make a good faith effort to
18 cooperate with Plaintiff in determining which consumers are entitled to
19 restitution.

20 4. Without Defendants admitting any liability or wrongdoing, pursuant to California
21 Business and Professions Code sections 17206 and 17536, Defendant shall pay to Plaintiff, within
22 90 days of execution of the stipulation for entry of this Judgment, the sum of FIFTY
23 THOUSAND DOLLARS (\$50,000) as and for civil penalties.

24 5. Defendant shall also pay to Plaintiff, within 90 days of execution of the stipulation
25 for entry of this Judgment, the sum of FIFTY THOUSAND DOLLARS (\$50,000) as and for
26 attorney fees and costs related to the investigation and the prosecution of this matter, which is
27 payable as follows:
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- 1 a. To the California Attorney General’s office attorney fees and costs of
2 FORTY THOUSAND DOLLARS (\$40,000).
- 3 b. To the Los Angeles County Department of Consumer Affairs costs of TEN
4 THOUSAND DOLLARS (\$10,000).
- 5 6. In partial satisfaction of the monetary provisions of this Judgment, Defendants
6 release any and all claims to any funds of Defendants held by the Receiver.
- 7 7. The sums described in paragraphs 3, 4 and 5 shall be paid by certified check made
8 payable to the California Attorney General’s Office and delivered to Plaintiff at the following
9 address: California Attorney General’s Office, 300 South Spring Street, Suite 1702, Los Angeles
10 California 90013, Attn: Deputy Attorney General Michele R. Van Gelderen.
- 11 8. The payments required pursuant to paragraphs 3, 4 and 5 of this Judgment are not
12 dischargeable in bankruptcy.
- 13 9. The Court retains jurisdiction as the ends of justice may require for the purpose of
14 enabling any party to this Judgment to apply to the Court at any time for such further orders and
15 directions as may be necessary or appropriate (a) for the construction or carrying out of this Final
16 Judgment and Permanent Injunction; (b) for Plaintiff to apply at any time for enforcement of any
17 provision of this Final Judgment and Permanent Injunction; (c) for modification of the injunctive
18 provisions of this Final Judgment and Permanent Injunction; and (d) for punishment of any
19 violations of this Final Judgment and Permanent Injunction.
- 20 10. Defendants shall provide, within twenty (20) days of receipt of a request,
21 information requested by Plaintiff for the purpose of enabling Plaintiff to determine compliance
22 with the provisions of this Judgment.
- 23 11. Without waiving any applicable privileges, Defendants shall cooperate fully with
24 Plaintiff in any civil, criminal or administrative action against any individuals who participated in
25 the conduct alleged in the complaint in this matter, including such actions against the other
26 defendants in the above-captioned case.
- 27 12. This Judgment is a final resolution and disposition of all those matters pleaded in
28 the Complaint on file herein against Defendants. The Judgment shall have a res judicata effect

1 barring Plaintiff from bringing any civil action alleging any violation of Business and Professions
2 Code sections 17200 et seq. or 17500 et seq. based upon the foregoing against Defendants.

3 13. The clerk shall enter this Final Judgment and Permanent Injunction forthwith.
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5 DATE: March 18, 2005
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Judge of the Superior Court
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