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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 DEFENDANT NOEL
BRITO**

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 and Defendant Noel Brito, having stipulated that this Final Judgment and Permanent Injunction
4 (hereafter “Judgment”) may be entered, with each party waiving the right to an adjudicative trial
5 and without the taking of evidence on any issue of fact or law;

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

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

10 2. Pursuant to Business and Professions Code, sections 17203 and 17535, Defendant
11 and his agents, employees, officers, representatives, successors, partners, assigns, and those acting
12 in concert or in participation with him, are enjoined from committing or performing the following
13 acts:

14 a. Offering any service, course, counseling, materials or any other assistance
15 whatsoever that Defendant represents or implies will result in the award of a high school diploma.

16 b. Offering any service, course, counseling, materials or any other assistance
17 whatsoever that Defendant represents or implies will result in the award of a college degree.

18 c. Offering any service, course, counseling, materials or any other assistance
19 whatsoever that Defendant represents or implies will assist consumers in high school completion.

20 d. Offering any service, course, counseling, materials or any other assistance
21 whatsoever that Defendant represents or implies will assist consumers in college completion.

22 e. Offering any service, course, counseling, materials or any other assistance
23 whatsoever that Defendant represents or implies will assist consumers in qualifying for, seeking or
24 obtaining employment.

25 f. Offering any service, course, counseling, materials or any other assistance
26 whatsoever that Defendant represents or implies will assist consumers in passing the GED.

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1 g. Offering any service, course, counseling, materials or any other assistance
2 whatsoever that Defendant represents or implies will assist consumers with college admission or
3 financial aid.

4 h. Representing or implying that Defendant's service, course, counseling,
5 materials or other assistance that Defendant represents or implies will: result in the award of a
6 high school diploma or college degree; constitute a high school or college education; constitute
7 preparation for high school or college; constitute preparation for employment; constitute
8 preparation for the GED; or constitute preparation for college admission or the receipt of financial
9 aid.

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

15 j. Accepting money or other consideration from any consumer to whom
16 Defendant has made any of the above representations.

17 3. Pursuant to California Business and Professions Code sections 17206 and 17536,
18 Defendant shall pay to Plaintiff, upon execution of the stipulation for entry of this Judgment, the
19 sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), as and for civil penalties.

20 4. The sums described in the preceding two paragraphs shall be paid by certified
21 check made payable to the California Attorney General's Office and delivered to Plaintiff at the
22 following address: California Attorney General's Office, 300 South Spring Street, Los Angeles
23 California 90013, Attn: Deputy Attorney General Michele R. Van Gelderen.

24 5. The payment required pursuant to paragraph 3 of this Judgment is not
25 dischargeable in bankruptcy.

26 6. The Court retains jurisdiction as the ends of justice may require for the purpose of
27 enabling any party to this Judgment to apply to the Court at any time for such further orders and
28 directions as may be necessary or appropriate (a) for the construction or carrying out of this Final

1 Judgment and Permanent Injunction; (b) for Plaintiff to apply at any time for enforcement of any
2 provision of this Final Judgment and Permanent Injunction; (c) for modification of the injunctive
3 provisions of this Final Judgment and Permanent Injunction; and (d) for punishment of any
4 violations of this Final Judgment and Permanent Injunction.

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

8 8. Defendant shall cooperate fully with Plaintiff in any civil, criminal or administrative
9 action against any individuals who participated in the conduct alleged in the complaint in this
10 matter, including such actions against the other defendants in the above-captioned case.

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

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13 DATE: March 18, 2005

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16 Judge of the Superior Court
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