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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA, by and through the California Corporations Commissioner,

Plaintiff,

v.

A L G CAPITAL, INC., a Delaware corporation;
CRYSTAL LYNN PALOMINO, an individual;
MICHAEL MCCONVILLE, an individual; SEAN MCCONVILLE, an individual; GARRETT HOLDRIDGE, an individual; JOSEPH NGUYEN, an individual; ALAN RUIZ, an individual; and DOES 1 through 10, Inclusive.

Defendants.

) CASE NO.: BC397083

) *Assigned to the Honorable Mary H. Strobel*
) Action Filed: August 27, 2008

) **STIPULATION FOR ENTRY OF FINAL**
) **JUDGMENT AGAINST DEFENDANT**
) **ALAN RUIZ**

) Trial Date: December 4, 2012
) Time: 10:00 A.M.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD

It is hereby stipulated between Plaintiff, People of the State of California, by and through the California Corporations Commissioner (“Commissioner”), and Defendant, Alan Ruiz (“Ruiz”) as follows:

1 A. Ruiz has read the First Amended Complaint, this Stipulation and the proposed Final
2 Judgment for Permanent Injunction Against Alan Ruiz in the form attached as Exhibit “A” (“Final
3 Judgment”).

4 B. The Commissioner and Ruiz agree that each has received or been advised to seek
5 independent legal advice from its attorneys with respect to the advisability of executing this
6 Stipulation.

7 C. Ruiz, without admitting or denying the allegations contained in the First Amended
8 Complaint and without admitting any wrongdoing, voluntarily consents to the entry by the Court of
9 the Final Judgment, and waives any defense to the First Amended Complaint.

10 D. Ruiz hereby waives entry of Findings of Fact and Conclusions of Law under Code of
11 Civil Procedure section 632 and all rights to appeal the entry of the Final Judgment.

12 E. The Commissioner and Ruiz stipulate and agree that if any paragraph, clause, or
13 provision of this Stipulation or of the Final Judgment entered thereto, or the application thereof, is
14 held invalid or unenforceable, such decision shall affect only the paragraph, clause or provision so
15 construed or interpreted, and the invalidity shall not affect the provisions or application of this
16 Stipulation, or of the Final Judgment entered hereto, which can be given effect without the invalid
17 provisions or application, and to this end, the provisions of the Stipulation, and of the Final
18 Judgment entered thereto, are declared by Commissioner and by Ruiz to be severable.

19 F. The Commissioner and Ruiz stipulate and agree that entry of the Final Judgment
20 pursuant to this Stipulation may be made by a judge of the Superior Court and may be made *ex*
21 *parte* without notice to any of the Defendants.

22 G. The Commissioner and Ruiz stipulate and agree that this stipulation may be executed
23 in one or more separate counterparts, each of which when so executed, shall be deemed an original.
24 Such counterparts shall together constitute and be one of the same instrument. A fax signature shall
25 be deemed the same as an original signature.

26 H. Ruiz stipulates to Entry of a Final Judgment providing that Defendant Alan Ruiz is
27 permanently restrained and enjoined from engaging in or performing, directly or indirectly, any and
28 all of the acts as set forth in this First Amended Complaint, including:

1 Violating California Financial Code section 22161 by advertising, printing, displaying,
2 publishing, distributing, or broadcasting, or causing or permitting to be advertised, printed, displayed,
3 published, distributed, or broadcasted in any manner, any statement or representation with regard to
4 the business subject to the provisions of the California Financial Lenders Law (California Financial
5 Code section 22000 et seq.) that is deceptive and/or misleading or that omits information that is
6 necessary to make the statements not false, misleading or deceptive, including but not limited to those
7 statement or representations alleged in the First Cause of Action relating to the marketing of loans to
8 consumers, including the rates, terms, or conditions for making or negotiating loans.

9 I. The Commissioner stipulates and agrees to not take any further civil action against
10 Ruiz based on information known to the Commissioner or his agents or employees at the time of the
11 filing of the First Amended Complaint, or based on any act or omission alleged in the First Amended
12 Complaint. Ruiz agrees and acknowledges that nothing in this Stipulation or in the Final Judgment in
13 this matter shall preclude the Commissioner, her agents, officers, or employees, to the extent
14 authorized by law, from referring any evidence or information regarding this matter to any district
15 attorney or any other state or federal law enforcement official, or from assisting, cooperating, or co-
16 prosecuting with regards to any investigation and/or action brought by any other federal, state or
17 county agency. Ruiz further agrees and acknowledges that nothing in this Stipulation or in the Final
18 Judgment in this matter shall bind or otherwise prevent any other federal, state or county agency from
19 the performance of its duties.

20 J. The Commissioner and Ruiz stipulate and agree that each party shall bear its own
21 attorney fees, expenses and costs incurred in connection with the investigation of matters relating to
22 the Complaint, this Stipulation, and Final Judgment.

23 K. The parties stipulate and agree that the Court shall retain jurisdiction of this action in
24 order to implement and enforce the terms of this Final Judgment and entertain any suitable
25 application or motion for additional relief or modification of any order made herein within the
26 jurisdiction of the Court.

27 L. In that the parties have had the opportunity to draft, review and edit the language of
28 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this

1 Stipulation will be applied in any action relating to or arising out of this Stipulation. Accordingly, the
2 parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

3 M. Each signatory hereto represents and warrants that he/she possesses the necessary
4 capacity and authority to execute this Stipulation and bind the parties hereto.

5 N. Defendant Alan Ruiz enters into this stipulation voluntarily and without coercion, and
6 acknowledge that no promises, threats or assurances have been made by Plaintiff or any agents,
7 officers, or employees thereof to induce them to enter into this stipulation.

8
9 Dated: ____11/21/12____

JAN LYNN OWEN
California Corporations Commissioner

11 By _____

12 MARY ANN SMITH
13 Deputy Commissioner
14 Enforcement Division

15 Dated: ____11/19/12____

16 By _____

17 ALAN RUIZ, an individual

18
19
20 APPROVED AS TO FORM AND CONTENT:

21
22 _____
23 Clayton Anderson, Attorney for Defendant
24 Alan Ruiz