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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF LOS ANGELES  
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10 THE PEOPLE OF THE STATE OF  
11 CALIFORNIA, by and through the California  
12 Corporations Commissioner,

13 Plaintiff,

14 v.

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

22 Defendants.

) CASE NO.: BC397083

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

) **STIPULATION FOR ENTRY OF FINAL**  
) **JUDGMENT AGAINST DEFENDANT**  
) **JOSEPH NGUYEN**

) Trial Date: December 4, 2012  
) Time: 10:00 A.M.  
) Dept: 32

23  
24 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD

25 It is hereby stipulated between Plaintiff, People of the State of California, by and through the  
26 California Corporations Commissioner (“Commissioner”), and Defendant, Joseph Nguyen  
27 (“Nguyen”) as follows:  
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1           A.     Nguyen has read the First Amended Complaint, this Stipulation and the proposed  
2 Final Judgment of Permanent Injunction Pursuant to Stipulation in the form attached as Exhibit “A”  
3 (“Final Judgment”).

4           B.     The Commissioner and Nguyen 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.     Nguyen, without admitting the allegations contained in the First Amended Complaint  
8 and without admitting any wrongdoing, voluntarily consents to the entry by the Court of the Final  
9 Judgment. Nothing in this stipulation shall act as a finding of fact that any of the allegations as  
10 contained in the First Amended Complaint are true.

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

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

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

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

27          H.     Nguyen stipulates to Entry of a Final Judgment providing that Defendant Joseph  
28 Nguyen is permanently restrained and enjoined from engaging in or performing, directly or

1 indirectly, any and all of the acts as set forth in this First Amended Complaint, including:

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

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

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

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

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1 L. In that the parties have had the opportunity to draft, review and edit the language of  
2 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this  
3 Stipulation will be applied in any action relating to or arising out of this Stipulation. Accordingly, the  
4 parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

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

7 N. Defendants enter into this stipulation voluntarily and without coercion, and  
8 acknowledge that no promises, threats or assurances have been made by Plaintiff or any agents,  
9 officers, or employees thereof to induce them to enter into this stipulation.

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Dated: \_\_\_\_11/27/12\_\_\_\_

JAN LYNN OWEN  
California Corporations Commissioner

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

Dated: \_\_\_\_11/21/12\_\_\_\_

By \_\_\_\_\_  
JOSEPH NGUYEN, an individual

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Christopher Driscoll, Counsel for Defendant  
Joseph Nguyen