

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
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4 DEPARTMENT OF CORPORATIONS
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6 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF CONTRA COSTA

10 THE PEOPLE OF THE STATE OF)	CASE NO.
11 CALIFORNIA by and through the)	
12 CALIFORNIA CORPORATIONS)	STIPULATION TO ENTRY OF FINAL
13 COMMISSIONER)	JUDGMENT OF PERMANENT INJUNCTION
)	AND OTHER ANCILLARY RELIEF
14 Plaintiff,)	BETWEEN PLAINTIFF AND ALL
)	DEFENDANTS
15 v.)	
16 Benicord LLC, et al.,)	DATE ACTION FILED:
)	TRIAL DATE: None
17 Defendants.)	

18 It is hereby stipulated between Plaintiff, the People of the State of California, by and through
19 Preston DuFauchard, California Corporations Commissioner (hereinafter "Plaintiff" or
20 "Commissioner") and Defendants Benicord LLC (hereinafter "Benicord"), Universal Consumer
21 Marketing, Incorporated (hereinafter, "UCMI"), Jody J. Mohammed, and Robin Lee Mohammed,
22 (hereinafter all four collectively referred to as "Defendants"), as follows:

23 A. Defendants admit jurisdiction of this Court over each of them and over the subject
24 matter of this action. Defendants have either entered general appearances in this action or waive
25 their right to do so;

26 B. Defendants admit service of the Summons and Complaint filed in this matter;

27 C. Defendants have read the Complaint, this Stipulation and the proposed
28 Final Judgment of Permanent Injunction and Other Ancillary Relief as to Defendants, and each of

1 them, in the form attached hereto as Exhibit 1.

2 D. The court may enter judgment pursuant to the terms of this settlement as provided for
3 in Code of Civil Procedure section 664.6.

4 E. Defendants voluntarily consent to the entry of the Final Judgment by this court,
5 without notice of further proceedings.

6 F. Defendants hereby waive all rights to appeal the entry of the Final Judgment.

7 G. Plaintiff and Defendants stipulate and agree that if any paragraph, clause, or provision
8 of this Stipulation or of the Final Judgment entered thereto, or the application thereof, is held invalid
9 or unenforceable, such decision shall affect only the paragraph, clause or provision so construed or
10 interpreted, and the invalidity shall not affect the provisions or the application of this Stipulation, or
11 of the Final Judgment entered thereto, which can be given effect without the invalid provisions or
12 application, and to this end, the provisions of the Stipulation, and of the Final Judgment entered
13 thereto, are declared by Plaintiff and by Defendants to be severable.

14 H. Plaintiff and Defendants stipulate and agree that this Stipulation may be executed in
15 one or more separate counterparts, each of which when so executed, shall be deemed an original.
16 Such counterparts shall together constitute and be one and the same instrument.

17 I. Defendants stipulate and agree that they enter into this Stipulation voluntarily and
18 without coercion, and acknowledge that no promises, threats or assurances have been made by
19 Plaintiff or any officer, or agent thereof to induce him to enter into this Stipulation.

20 **SPECIFIC RELIEF IN THE FINAL JUDGMENT STIPULATED TO BY THE PARTIES**

21 1. Defendants stipulate to the entry of a Final Judgment providing that Defendants
22 Benicord, UCMI, Jody J. Mohammed, and Robin Lee Mohammed, and their agents, employees,
23 attorneys in fact in their capacities as such, and all persons acting in concert or participating with
24 them, shall be and are hereby permanently enjoined from engaging in, committing, aiding and
25 abetting, or performing directly or indirectly, by any means whatsoever, any of the following acts:

26 a. Violating California Financial Code Section 22100 by engaging in the business of
27 a finance lender or broker without obtaining a license from the Commissioner.

28 b. Removing, destroying, mutilating, concealing, altering, transferring or otherwise

1 disposing of, in any manner, any books, records, computer files, correspondence, brochures, manuals
2 or any other writings or documents of any kind as defined under Evidence Code Section 250 relating
3 to the transactions and course of conduct as alleged in the Complaint filed in this action, that are in
4 the possession, custody or control of Defendants for a period of four years from the date of the entry
5 of the Final Judgment.

6 2. Defendants agree, as part of this stipulated settlement to cooperate in any ongoing
7 investigation, litigation, or trial.

8 3. Defendants agree and acknowledge that nothing in this Stipulation or in the Final
9 Judgment in this matter, shall preclude the Commissioner, or his agents or employees, to the extent
10 authorized by law, from referring any evidence or information regarding this matter to any district
11 attorney or any other state or federal law enforcement official, or from assisting, cooperating, or co-
12 prosecuting with regards to any investigation and/or action brought by any other federal, state or
13 county agency. Defendants further agree and acknowledge that nothing in this Stipulation or in the
14 Final Judgment in this matter shall bind or otherwise prevent any other federal, state or county
15 agency from the performance of its duties.

16 4. The parties stipulate and agree that each party shall bear its own costs.

17 5. The parties stipulate and agree that this Court shall retain jurisdiction of this action in
18 order to implement and enforce the terms of this Stipulation, Settlement Agreement and Mutual
19 Release of Claims, and the entry of the Final Judgment pursuant thereto, and to entertain any suitable
20 application or motion for additional relief or modification of any order made herein within the
21 jurisdiction of the Court.

22
23 DATED: October 7, 2009

Plaintiff THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through PRESTON
DuFAUCHARD, California Corporations
Commissioner

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27 By _____
28 ALAN S. WEINGER
Deputy Commissioner

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DATED: September 29, 2009

Defendant Benicord, LLC

By _____
Jody J. Mohammed, Partner

DATED: September 29, 2009

Defendant Universal Consumer Marketing,
Incorporated

By _____
Jody J. Mohammed, Chief Executive Officer

DATED: September 29, 2009

Defendant Jody J. Mohammed

By _____
Jody J. Mohammed, an individual

DATED: September 29, 2009

Defendant Robin Lee Mohammed

By _____
Robin Lee Mohammed, an individual