

1 MICHAEL A. RAMOS
2 District Attorney, County of San Bernardino
3 Douglas Poston
4 Deputy District Attorney
5 412 W. Hospitality Lane, Suite 301
6 San Bernardino, CA 92415
7 (909) 891-3331

FILED-West District
San Bernardino County Clerk

DEC 06 2011

BY Stacy Bland
DEPUTY

Attorneys for Plaintiff, The People of the State of California

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

9
10 THE PEOPLE OF THE STATE OF CALIFORNIA,) Case No.: CIVRS1110417
11 Plaintiff,)
12 vs.) FINAL JUDGMENT PURSUANT TO
13) STIPULATION
14)
15 GOLDENVALE, INC.)
16 Defendant.)
17)
18)

19
20 Plaintiff, the People of the State of California, having filed its Complaint herein; and
21 Defendant Goldenvale, having accepted service thereof; and Plaintiff appearing through its attorney
22 Michael A. Ramos, District Attorney of the County of San Bernardino, by Douglas Poston, Deputy
23 District Attorney; and Defendant appearing through its attorney, Bin Li; and

24 Plaintiff and said Defendant having stipulated and consented to the entry of this Judgment
25 prior to the taking of any proof, without trial or adjudication of any fact or law and without any
26 admission of liability or fault; and

27 The Court having considered the pleadings;

28 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff, the People of the
29 State of California, have judgment against Defendant, as follows:
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JURISDICTION

1. This action is brought under California law and this Court has jurisdiction of the subject matter hereof and the parties hereto.

APPLICABILITY

2. The provisions of this Judgment, including the injunction contained herein, are applicable to Defendant, and to each of its officers, directors, agents, employees, representatives, and to the successors and assigns of Defendant, who have actual or constructive knowledge of this Judgment, but are not applicable to subcontractors, joint venture partners, and any other persons acting in concert with Defendant.

INJUNCTION

3. Defendant, and all persons, corporations and entities set forth in paragraph 2 above, but excluding subcontractors, joint venture partners, and any other persons acting in concert with Defendant, are hereby permanently enjoined and restrained from the date this judgment is approved and entered by the court forward, from engaging in acts or practices which violate any of the following provisions:

- (a) Health & Safety Code §43151: “No person who is a resident of, or who operates an established place of business within, this state shall import, deliver, purchase, rent, lease, acquire, or receive a new motor vehicle, new motor vehicle engine, or motor vehicle with a new motor vehicle engine for use, registration, or resale in this state unless such motor vehicle engine or motor vehicle has been certified pursuant to this chapter. No person shall attempt or assist in any such action.”
- (b) California Vehicle Code §4463 “Alters, forges, counterfeits, or falsifies a certificate or permit provided for by this code. Utters, publishes, passes, or attempts to pass, as true and genuine, a false, altered, forged, or counterfeited certificate listed in paragraph (1) knowing it to be false, altered, forged, or counterfeited.”
- (c) Making, uttering, publishing or installing any false or fraudulent labeling or certificate on any motor vehicle.

1 (d) Falsely or misleadingly advertising and/or selling any motor vehicle in
2 violation of Business & Professions Code §17500.

3 NON MONETARY RELIEF

4 4. Defendant shall maintain the written records and reports evidencing compliance with
5 the above procedures at each respective facility owned or controlled by Defendant in California.
6 Additionally, for a period of three years from the date of entry of this Judgment, Defendant shall
7 within seven calendar days of written demand by any District Attorney's Investigator, inspector or
8 investigator from the California Air Resources Board or California Department of Motor Vehicles
9 make those records available for inspection, during normal business hours, by any representative of
10 the San Bernardino County District Attorney's Office, California Air Resources Board, or the
11 California Department of Motor Vehicles.

12 MONETARY RELIEF

13 5. Defendant is ordered to pay a total amount of \$725,000.00 to the District Attorney of
14 the County of San Bernardino in settlement of this matter, as civil penalties and as investigative and
15 other cost reimbursement. Defendant shall pay an additional \$25,000.00 to the California District
16 Attorneys Association as a donation for use in the training, education and prosecution of consumer
17 protection cases.

18 6. All payments made to the District Attorney's Office pursuant to this Final Judgment
19 shall be made payable to the Office of the District Attorney, in care of Deputy District Attorney
20 Douglas Poston, 412 W. Hospitality Lane, Suite 301, San Bernardino, California 92315. Judgment
21 pursuant to this paragraph shall be paid upon the following terms and conditions:

22 a. Defendant shall pay the amount of \$275,000.00 within 10 days of the date of
23 entry of this Judgment in the form of checks made out as follows: District Attorney of San
24 Bernardino County \$250,000.00; California District Attorneys Association \$25,000. Defendant
25 thereafter shall make payments to satisfy the judgment as follows: beginning on February 1, 2012,
26 and continuing thereafter on the first business day of each following successive month, defendant
27 shall pay to the District Attorney of San Bernardino County the amount of not less than \$15,000, and
28 defendant shall continue said monthly payments in the amount not less than \$15,000 per month until
29 final payment is made in satisfaction of term six of this Final Judgment, in the form of checks made
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1 payable to the District Attorney of San Bernardino County. Final payment is due not later than
2 March 30, 2015.

3 b. All said payments shall be delivered on the date due to the following:

4 Office of the District Attorney

5 Attention: Deputy District Attorney Douglas Poston

6 412 West Hospitality Lane, Third Floor

7 San Bernardino, CA 92415

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9 7. In the event of default by Defendant, written notice of default shall be served upon
10 Defendant and/or defendant's attorney Bin Li by Plaintiff. Defendant shall be granted three business
11 days after service of notice of default to cure the default without penalty. If defendant does not cure
12 the default as required herein, the entire remaining unpaid balance of the settlement amount shall
13 become immediately payable in full. The balance due shall accrue interest at the rate of ten percent
14 (10%) per year, until paid in full. Plaintiff shall be entitled to reasonable fees and costs incurred in
15 collecting any payments due and owing subsequent to such default.

16 8. In the event that Defendant violates any provision of this injunction, Defendant shall
17 within 30 days of the violation pay to the District Attorney of San Bernardino County an additional
18 penalty in the sum of \$50,000.00 for each violation.

19 COMPLIANCE

20 9. Within three years from the date this Judgment is entered, Defendant shall permit
21 duly authorized representatives of the San Bernardino County District Attorney's Office to access all
22 of their sites, business locations and/or facilities during offices hours at reasonable times and,
23 without interference of any kind, allow representatives of that agency, to interview agents,
24 employees or representatives of Defendant regarding compliance with terms # 3, 4, 5 and 6 of this
25 Stipulated Judgment.
26

27 10. Service upon Defendant's attorney, Bin Li, shall constitute sufficient and complete
28 notice of the terms of this Final Judgment and Injunction, and of any notice served pursuant to the
29 terms of this judgment.
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1 RETENTION OF JURISDICTION

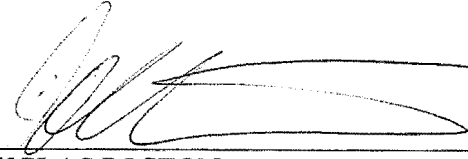
2 11. Jurisdiction is retained by this Court for the purpose of enabling either party to this
3 Final Judgment to apply to the Court at any time for such further orders and direction as may be
4 necessary and appropriate for the carrying out of this Final Judgment, and/or the construction,
5 modification or termination of the injunctive provisions herein, as well as for the enforcement of
6 compliance with this Final Judgment and for the punishment of violations thereof.

7 12. This Judgment shall have a res judicata effect and bar any further action by Plaintiff,
8 for violations related to the Complaint, against defendants, which occurred prior to the date of entry
9 of this Judgment.
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11 Date: _____, at San Bernardino, California.

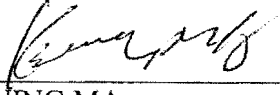
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13 IT IS SO STIPULATED:

14 Date: 12/5/11




DOUGLAS POSTON
Attorney for Plaintiff

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17 Date: 12/1/11



KENING MA
President/Owner Goldenvale, Inc.

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19
20 Date: 12/1/11



BIN LI
Attorney for Defendants

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23 IT IS SO ORDERED:

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26 Date: DEC 06 2011

BARRY L. PLOTKIN

Judge, Superior Court
County of San Bernardino