

NOV 07 2022

CLERK OF THE SUPERIOR COURT  
By PAM GREENE Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

**THE PEOPLE OF THE STATE OF CALIFORNIA,**

Plaintiff,

v.

**PAUL BLANCO'S GOOD CAR COMPANY AUTO GROUP, et al.,**

Defendants

Case No. RG-19036081

ASSIGNED FOR ALL PURPOSES TO  
JUDGE James Reilly  
DEPARTMENT 25

**[PROPOSED] FINAL JUDGMENT & PERMANENT INJUNCTION**

*Presented concurrently with Stipulation of the Parties for Entry of Final Judgment & Permanent Injunction*

Plaintiff, the People of the State of California ("People" or "Plaintiff"), through its attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General Hunter Landerholm, Adelina Acuña, Joseph A. Ragazzo, Benjamin Sinoff, and Daniel M. B. Nadal, and defendants Paul Blanco and Putu Blanco ("Individual Defendants"), Paul Blanco's Good Car Company Auto Group, Paul Blanco Management Company, Paul Blanco's Insurance Agency, Inc., Paul Blanco's Vehicle Registration, Paul Blanco's Good Car Company Bakersfield, Paul Blanco's Good Car Company Carson, Paul Blanco's Good Car Company Fairfield, Paul Blanco's Good Car Company Fresno, Inc., Paul Blanco's Good Car Company Inland Empire, Paul Blanco's Good Car Company Oakland, Paul Blanco's Good Car Company Sacramento, Paul Blanco's Good Car Company Stockton, Paul Blanco's Good Car Company Reno, and Paul

1 Blanco's Good Car Company Las Vegas ("Corporate Defendants," and, together with the  
2 Individual Defendants, the "Defendants"), appearing through their attorney James Sifers of  
3 Madison Law, APC, having stipulated and consented to the entry of this Final Judgment and  
4 Permanent Injunction ("Judgment") without trial of any fact or law, with all parties having  
5 waived their right to appeal, and the Court having considered the matter and good cause  
6 appearing:

7 **THE PARTIES AGREE AND IT IS HEREBY ORDERED, ADJUDGED, AND**  
8 **DECREED THAT:**

9 1. This Court has jurisdiction over the allegations and subject matter of the People's  
10 complaint filed in this action, and the parties to this action; venue is proper in this County; and this  
11 Court has jurisdiction to enter this Judgment.

12  
13 **DEFINITIONS**

14 2. For purposes of this Judgment:

15 a. "Add-On Product" shall mean any product or service sold to a customer as  
16 part of, or incident or simultaneous to, the sale or lease of a motor vehicle. Add-On  
17 Products include but are not limited to vehicle service contracts and Guaranteed Asset  
18 Protection (GAP) products.

19 b. "Book Sheet" shall mean a document that contains representations of the  
20 characteristics of a vehicle that is to be financed (such as year, make model, mileage, trim  
21 level, and optional features) as well as a vehicle value based on such characteristics.

22 c. "Corporate Defendants" shall mean the following Defendants in this  
23 action: Paul Blanco's Good Car Company Auto Group, Paul Blanco Management  
24 Company, Paul Blanco's Insurance Agency, Inc., Paul Blanco's Vehicle Registration,  
25 Paul Blanco's Good Car Company Bakersfield, Paul Blanco's Good Car Company  
26 Carson, Paul Blanco's Good Car Company Fairfield, Paul Blanco's Good Car Company  
27 Fresno, Inc., Paul Blanco's Good Car Company Inland Empire, Paul Blanco's Good Car  
28 Company Oakland, Paul Blanco's Good Car Company Sacramento, Paul Blanco's Good

1 Car Company Stockton, Paul Blanco's Good Car Company Reno, and Paul Blanco's  
2 Good Car Company Las Vegas.

3 d. "Credit Characteristic" shall mean any characteristic of an individual  
4 submitted to lenders as part of an application for finance for the purchase of a motor  
5 vehicle, including without limitation any individual's income, down payment amount,  
6 place of residence, residence history, place of employment, or employment history.

7 e. "Individual Defendants" shall mean Defendant Paul Blanco and Defendant  
8 Putu Blanco.

9 f. "Loan-to-Value" shall mean the ratio of the dollar amount being financed  
10 to the dollar value of the underlying collateral.

11 g. "Effective Date" shall mean the date on which a copy of this Judgment is  
12 approved by, and becomes a judgment of, the Court.

13 **FINDINGS OF FACT**

14 3. The court finds, and Corporate Defendants and Defendant Paul Blanco admit as  
15 indicated below, the following facts. None of the following findings of fact are admitted to by  
16 Defendant Putu Blanco, who denies the allegations in this case.

17 ***Paul Blanco's Good Car Company Motor Vehicle Dealerships***

18 4. The Corporate Defendants admit that between 2013 and December 2020,  
19 Defendant Paul Blanco was majority shareholder, CEO, and ultimate decision maker of each of  
20 the Corporate Defendants. Together, Defendant Paul Blanco and the Corporate Defendants  
21 operated a chain of motor vehicle dealerships called Paul Blanco's Good Car Company ("Paul  
22 Blanco's"), at the following dealership locations:

23 a. Paul Blanco's Good Car Company Sacramento, initially at 2200 Fulton  
24 Ave., Sacramento, CA 95825, later at 2301 Arden Way, Sacramento, CA 95825.

25 b. Paul Blanco's Good Car Company Stockton, 3190 Auto Center Dr.,  
26 Stockton, CA 95212.

27 c. Paul Blanco's Good Car Company Fresno, 4800 N. Blackstone, Fresno,  
28 CA 93726.

- 1 d. Paul Blanco's Good Car Company Orange County, 15086 Beach Blvd.,  
2 Midway City, CA 92655.
- 3 e. Paul Blanco's Good Car Company Oakland, 7201 Oakport St., Oakland,  
4 CA 94621.
- 5 f. Paul Blanco's Good Car Company Inland Empire, initially at 8205 Indiana  
6 Ave., Riverside, CA 92504, later at 2000 Hamner Way, Norco, CA 92860.
- 7 g. Paul Blanco's Good Car Company East Los Angeles, 5100 Triggs St.,  
8 Commerce, CA 90022.
- 9 h. Paul Blanco's Good Car Company Bakersfield, 3105 Motor Center Dr.,  
10 Bakersfield, CA 93313.
- 11 i. Paul Blanco's Good Car Company Reno, 2401 S. Virginia St., Reno, NV  
12 89502.
- 13 j. Paul Blanco's Good Car Company Fairfield, 2470 Martin Rd., Fairfield,  
14 CA 94534.
- 15 k. Paul Blanco's Good Car Company Las Vegas, 3250 East Sahara Ave., Las  
16 Vegas, NV 89104.

17 ***Senior Gold Advertisements***

18 5. The Corporate Defendants and Defendant Paul Blanco admit that from 2015  
19 through August 2017, the Corporate Defendants and Defendant Paul Blanco created and  
20 published false and misleading television and radio advertisements that targeted senior citizens as  
21 part of a "Senior Gold" advertising campaign. The Senior Gold advertisements made the  
22 following false and misleading claims:

- 23 a. that senior citizens could obtain special interest rates and prices through  
24 Paul Blanco's;
- 25 b. that senior citizens could obtain financing without undergoing a credit  
26 check, making a down payment, or proving their incomes; and
- 27 c. that Paul Blanco's partnered with credit unions to offer these special rates  
28 to seniors.

1           6.       The Corporate Defendants and Defendant Paul Blanco admit that they published  
2 false and misleading Senior Gold advertisements to persuade senior citizens to visit Paul Blanco's  
3 dealerships and purchase vehicles. The Corporate Defendants and Defendant Paul Blanco knew  
4 these advertisements to be false and misleading because, in reality, the Paul Blanco's dealerships  
5 treated senior citizens the same way they treated similarly situated non-senior customers. There  
6 were no special interest rates or prices for senior citizens, and senior citizens were required to  
7 undergo credit checks, make down payments, or prove their incomes to the same extent as non-  
8 senior customers. Paul Blanco's also never had a partnership with credit unions offering a senior  
9 gold program.

10           7.       Defendant Paul Blanco admits that from 2015 through August 2017, he caused to  
11 be published advertisements that contained one or more of the false and misleading statements  
12 listed above, and caused them to be aired on television in California at least 1,500 times.

13                           ***Advertisements Regarding Finance Process and Terms***

14           8.       The Corporate Defendants admit that they created and published other television  
15 advertisements that made the following false and misleading claims:

16                   a.       From 2013–2018, they falsely and misleadingly advertised that consumers  
17 could obtain specified interest rates, such as 1.9%, 2%, and 3%, regardless of their credit;

18                   b.       From 2013–2018, they falsely and misleadingly advertised that more than  
19 100 lenders would compete to finance consumers;

20                   c.       During 2016, they falsely and misleadingly advertised that, unlike other  
21 dealers, Paul Blanco's did not mark up interest rates offered by lenders;

22                   d.       From 2013–2020, they falsely and misleadingly advertised that consumers  
23 could obtain the "lowest" or "best" rate at Paul Blanco's;

24                   e.       From 2013–2018, they falsely and misleadingly advertised that these  
25 lowest and best rates were available to consumers regardless of their credit; and

26                   f.       From 2013–2018, they falsely and misleadingly advertised that consumers  
27 could apply and be approved for credit over the phone with Defendants' call center or  
28 online on Defendants' website before visiting a dealership in person.

1           9.      The Corporate Defendants admit that they published false and misleading  
2 advertising claims in order to persuade consumers to visit Paul Blanco's dealerships and purchase  
3 vehicles, knowing that they relied on, and were deceived by, the claims.

4           10.     The Corporate Defendants admit that they knew the advertisements to be false and  
5 misleading because, in reality:

6                     a.      Defendants routinely marked up interest rates above the lowest rate  
7 approved by lenders by as much as two percentage points;

8                     b.      the specific interest rates promoted in Defendants' advertisements were not  
9 available to most or all customers, regardless of credit;

10                    c.      Defendants did not submit credit applications to more than 100 lenders;

11                    d.      the lowest and best rates were not available to consumers regardless of  
12 credit or down payment; and

13                    e.      from 2013–2018, it was not possible for customers to apply to lenders for  
14 credit through Defendants' call center or through Defendants' website.

15           11.     The Corporate Defendants admit that from August 30, 2013 through December  
16 2020, they jointly published advertisements that contained one or more of the false and  
17 misleading statements listed above, and caused them to be aired on television at least 650,000  
18 times.

19    ***Add-on Products***

20           12.     The Corporate Defendants admit that employees of the Corporate Defendants  
21 routinely sold Add-On Products to consumers in a false and misleading manner by:

22                     a.      concealing Add-On Products and causing consumers to purchase them  
23 unwittingly;

24                     b.      misrepresenting that Add-On Products were mandatory, required by law, or  
25 required by finance companies;

26                     c.      misrepresenting that Add-On Products were included in the price of the  
27 vehicle; and

28                     d.      misrepresenting that the service contracts offered at Defendants'

1 dealerships provided “bumper to bumper” or “lifetime” coverage.

2 13. The Corporate Defendants admit that they knew that employees of the Corporate  
3 Defendants were selling Add-On Products in this manner and knew that the conduct was false and  
4 misleading. In reality:

5 a. Add-On Products were not mandatory, required by law, or required by  
6 finance companies;

7 b. Add-On Products were not included in the price of the vehicle because the  
8 charge for an Add-On Product was separate and increased the overall cost; and

9 c. the service contracts sold at Defendants’ dealerships were of limited  
10 duration and subject to substantial coverage exclusions.

11 ***Power Booking***

12 14. The Corporate Defendants admit that employees of the Corporate Defendants  
13 routinely misrepresented vehicle values to third-party finance companies, a practice known as  
14 “power booking.” Specifically, the employees presented inflated vehicle values by claiming that  
15 those vehicles possessed characteristics, trim levels, and accessories that they did not actually  
16 possess. They did so in order to manipulate the Loan-To-Value ratios that lenders assigned to  
17 transactions, thereby deceiving lenders into approving loans for which consumers would not  
18 otherwise have qualified, and unfairly and deceptively placing consumers in auto loans they could  
19 not afford.

20 15. The Corporate Defendants admit that between August 30, 2013 and 2020,  
21 employees of the Corporate Defendants power booked more than 20,000 vehicles, inflating their  
22 values by a total of more than \$7 million.

23 16. The Corporate Defendants admit that they knew that power booking was routinely  
24 occurring at their dealerships and failed to stop it.

25  
26  
27  
28 ***Manager No. 1***

1 17. The Corporate Defendants admit that between August 30, 2013 and December  
2 2020, the Corporate Defendants employed Manager No. 1, a high-level managerial employee who  
3 acted at all times as their agent. Throughout that period, Manager No. 1:

4 a. Routinely, and falsely, held himself out to consumers as either Paul Blanco  
5 or a relative of Paul Blanco's named Jeff Blanco, creating a false and misleading  
6 impression of his authority that he exploited to gain consumers' trust.

7 b. Falsely and misleadingly promised consumers that they would be able to  
8 refinance auto loans six to twelve months after purchase, in order to convince consumers  
9 to accept financing terms that they believed they could not afford.

10 c. At the instruction of Corporate Defendants, traveled from dealership to  
11 dealership to train other employees. At those dealerships, Manager No. 1 instigated,  
12 taught, led, and encouraged employees and managers to power book vehicles.

13 18. The Corporate Defendants admit that they knew of Manager No. 1's conduct  
14 described above and failed to stop it.

### 15 **CONCLUSIONS OF LAW**

16  
17 19. The Corporate Defendants and Defendant Paul Blanco admit, and the Court  
18 concludes, that the Corporate Defendants and Defendant Paul Blanco are liable for creating and  
19 publishing false and misleading advertisements in violation of the Unfair Competition Law  
20 (UCL), Business and Professions Code section 17200 et seq., and False Advertising Law (FAL),  
21 Business and Professions Code section 17500 et seq. None of the following conclusions of law  
22 apply to Defendant Putu Blanco, who denies liability in this case.

23 20. The Court concludes that between August 30, 2013 and the present, the Corporate  
24 Defendants jointly committed 650,000 violations of the UCL, and 650,000 violations of the FAL,  
25 by publishing false and misleading advertisements.

26 21. The Court concludes that between 2015 and August 2017, Defendant Paul Blanco  
27 committed 1,500 violations of the UCL, and 1,500 violations of the FAL, by publishing false and  
28 misleading advertisements.





1           b. Participating in any way in the motor vehicle sales, distribution, or finance  
2 industries, including but not limited to providing any service relating to such industries,  
3 including but not limited to as an employee, consultant, or contractor, whether or not for  
4 compensation.

5           c. Creating or causing to be published any advertisement for a motor vehicle  
6 dealership.

7           d. Applying for or obtaining any license relating to motor vehicle sales,  
8 distribution, or finance, including without limitation any vehicle salesperson license or  
9 vehicle dealer license.

10         29. Following the expiration of the period specified in this paragraph 28, Defendant  
11 Paul Blanco shall continue to be enjoined and restrained as specified in paragraphs 31–33 below.

12   ***Injunction as to Defendant Putu Blanco***

13         30. Defendant Putu Blanco is hereby enjoined and restrained, for the period specified in  
14 paragraph 28, from owning or working for any business in the motor vehicle sales or motor vehicle  
15 finance industry in the State of California that is managed by, which employs, consults or contracts  
16 with, or which is otherwise affiliated with Defendant Paul Blanco. Ownership of a business in the  
17 motor vehicle sales or motor vehicle finance industry in the State of California in which Defendant  
18 Paul Blanco shares a community property ownership interest will not violate this provision.

19   ***Injunction as to Defendant Paul Blanco and Defendant Putu Blanco***

20         31. Individual Defendants Paul Blanco and Putu Blanco are hereby permanently  
21 enjoined and restrained as follows in connection with the operation of any motor vehicle dealership  
22 in the State of California; the sale, lease, or finance of a motor vehicle in this State; and the  
23 advertising for any motor vehicle dealership in this State:

24           a. Individual Defendants shall comply with the Unfair Competition Law,  
25 Business and Professions Code section 17200 et seq., and False Advertising Law,  
26 Business and Professions Code section 17500 et seq.

27           b. Individual Defendants shall comply with the advertising disclosure  
28 requirements of Federal Regulation Z and Regulation M.

1           c.     Individual Defendants shall comply with Civil Code section 2984.5 and  
2 shall maintain an orderly and logical filing system for the records required to be  
3 maintained pursuant to that section.

4           32.    Individual Defendants Paul and Putu Blanco are further permanently enjoined and  
5 restrained from directly or indirectly causing to be made or publishing any of the following  
6 representations or suggestions in connection with the advertisement for, or operation of, a motor  
7 vehicle dealership in the State of California, unless true and not misleading:

8           a.     Finance for the purchase of a motor vehicle is available to all consumers or  
9 is guaranteed.

10          b.     Approval for finance may be obtained online, by phone, or otherwise prior  
11 to an in person dealership visit.

12          c.     A customer has been approved for finance.

13          d.     Special sale or finance terms are available to senior citizens.

14          e.     A specified interest rate, or range of interest rates, or specified monthly  
15 payment, or range of monthly payments is available to all customers or is available  
16 regardless of a customer's credit. Individual Defendants shall clearly and conspicuously  
17 disclose all assumptions underlying the rate of any advertised interest rate or monthly  
18 payment, including without limitation any assumptions regarding deal structure and  
19 customer Credit Characteristics.

20          f.     A customer who is purchasing a motor vehicle on finance may later  
21 refinance on better terms.

22          g.     A motor vehicle dealership offers the lowest or best available interest rates  
23 to customers. In particular, Individual Defendants shall not make or cause to be made any  
24 such representation, if the dealership marks up interest rates offered by lenders above the  
25 lowest rate, or "buy rate" offered by such lenders.

26          h.     A number of available lenders. Individual Defendants shall not cause to be  
27 made a representation that a number of lenders is available unless such number is less than  
28 or equal to the number to which a credit application for a consumer is typically sent. For

1 the avoidance of doubt, a reference to "multiple" lenders shall not by itself violate this  
2 provision.

3 i. That a customer has been pre-approved for finance for the purchase of a  
4 motor vehicle, or meets the credit criteria of one or more lenders. Individual Defendants  
5 shall not make or cause to be made any such representation, except where all of the  
6 following conditions are met:

7 i. Individual Defendants reasonably believe that the customer will be  
8 approved for credit through a finance company with which Individual Defendants  
9 have agreed to facilitate auto finance, so long as the customer meets specified  
10 conditions that have been clearly and conspicuously disclosed to that customer.

11 ii. Individual Defendants shall maintain and keep current reasonable  
12 minimum criteria, taking into account customer's Credit Characteristics, which  
13 constitute a reasonable and good-faith assessment of customers' ability to obtain  
14 approval for credit with the finance companies with which Individual Defendants  
15 have agreed to facilitate auto finance. Prior to any representation that a customer  
16 has been pre-approved, Individual Defendants shall take into account the specific  
17 customer's Credit Characteristics and, applying the reasonable minimum criteria  
18 developed by Individual Defendants, determine that the customer will be approved  
19 for credit, so long as the customer meets specified conditions.

20 iii. Individual Defendants shall ensure that clear and conspicuous  
21 disclosure is made to the customer regarding all conditions the customer must  
22 meet in order to obtain final approval for credit.

23 33. Individual Defendants Paul and Putu Blanco are further permanently enjoined as  
24 follows in the State of California:

25 a. Individual Defendants shall not own or work for any company in the  
26 business of motor vehicle sales that is owned by, managed by, which employs, or which is  
27 otherwise affiliated in any way with William "Jeff" Holt.



1           **Monetary Judgment as to Corporate Defendants**

2           35. Judgment in the amount of \$20,000,000 is entered in favor of Plaintiff and against  
3 the Corporate Defendants, jointly and severally, as a civil penalty, pursuant to Business and  
4 Professions Code sections 17206 and 17536. The Court finds that the Individual Defendants are  
5 not alter egos of the Corporate Defendants.

6           **Monetary Judgment as to Individual Defendants**

7           36. Judgment in the amount of \$7,500,000 is entered in favor of Plaintiff and against  
8 the Individual Defendants, jointly and severally, to be allocated as follows:

9           a. Half the amount specified in this paragraph shall be allocated for consumer  
10 restitution pursuant to Business and Professions Code sections 17203 and 17535, to be  
11 paid to consumers of Defendants at the sole discretion of the California Attorney General.

12           b. Half the amount specified in this paragraph shall be allocated as a civil  
13 penalty, pursuant to Business and Professions Code sections 17206 and 17536.

14           37. Subject to paragraphs 39–40, below, the monetary judgment specified in  
15 paragraph 36 shall be deemed satisfied and extinguished if Defendants timely pay the settlement  
16 sum of \$1,700,000 as follows:

17           a. Within 10 days of the Effective Date, Defendants shall pay to the  
18 California Attorney General the sum of \$220,000.

19           b. Beginning the calendar month that follows the initial payment due date  
20 described in paragraph 37, subparagraph a, on or before the fifth day of each month for 74  
21 consecutive months, Defendants shall pay to the California Attorney General a monthly  
22 payment in the sum of \$20,000.

23           c. The total amount due pursuant to this paragraph 37 shall be allocated as  
24 follows: half to consumer restitution under Business and Professions Code sections 17203  
25 and 17535, to be paid to consumers at the sole discretion of the California Attorney  
26 General, and half as a civil penalty under Business and Professions Code sections 17206  
27 and 17536. Payments made pursuant to this paragraph 37 shall be applied first to  
28

1 consumer restitution until the amount allocated to consumer restitution is exhausted, and  
2 thereafter to civil penalties.

3 38. Defendants agree that Plaintiff may secure this Judgment with a lien against a real  
4 property owned by Paul Blanco's Real Estate, LLC at 2470 Martin Road, Fairfield, CA 94534  
5 ("Fairfield Property"). Defendants will take all actions necessary to facilitate the perfection of  
6 Plaintiff's interest in the Fairfield Property, including but not limited to signing and delivering all  
7 necessary instruments. Plaintiff agrees to take any steps necessary to extinguish the lien upon  
8 satisfaction of this Judgment. Should the Individual Defendants make all the required payments  
9 called for in Paragraphs 37(a) and (b), Plaintiff will take all necessary action to remove the lien  
10 on the Fairfield Property and provide the Individual Defendants with an executed Notice and  
11 Acknowledgment of Judgment within 15 days of receipt of that final payment. Defendants  
12 acknowledge that this lien on the Fairfield Property shall be subordinate to the lien referenced in  
13 Paragraph 39(f).

14 ***Right to Reopen Monetary Judgment as to Individual Defendants***

15 39. Plaintiff's agreement to, and the Court's entry of this Judgment, including  
16 Individual Defendants' opportunity to satisfy the monetary judgment set forth in paragraph 36,  
17 under the payment schedule specified in paragraph 37, is expressly premised upon the  
18 truthfulness, accuracy, and completeness of Defendants' representations of financial condition. In  
19 negotiating and agreeing to the terms of this Judgment, Plaintiff materially relied upon the  
20 representations of financial condition and related documents submitted to Plaintiff, as made or  
21 reflected in the following correspondence:

22 a. Email from James Sifers to Adelina Acuña, et al., dated June 15, 2022,  
23 4:35 p.m., and financial document production made at that time, and bearing Bates stamps  
24 000001-002983.

25 b. Email from Hunter Landerholm to James Sifers, dated June 24, 2022,  
26 10:00 a.m.

27 c. Letter from James Sifers to Adelina Acuña and Hunter Landerholm dated  
28 July 26, 2022, including attachments described as follows:

1 i. Letter from Dixon Gardner to Adelina Acuña and Hunter  
2 Landerholm dated July 26, 2022; and

3 ii. Letter from Matt Campbell to James Sifers dated July 21, 2022.

4 d. Email from James Sifers to Hunter Landerholm et al., dated July 27, 2022  
5 at 9:07 a.m.

6 e. Letter from Hunter Landerholm to James Sifers, dated August 2, 2022.

7 f. Representations made by Defendants on October 19, 2022, during the  
8 Parties' Judicial Settlement Conference, representing that an entity owned by Individual  
9 Defendants Paul and Putu Blanco, Paul Blanco's Real Estate LLC, owns the Fairfield  
10 Property. Defendants represent that the Fairfield Property is encumbered by one lien, in  
11 the amount of \$306,139.43. Defendants further represent and warrant that no other liens or  
12 encumbrances will be placed upon the Fairfield Property.

13 40. Notwithstanding the provisions of paragraph 37, if upon motion by Plaintiff, the  
14 Court finds that any Defendant failed to disclose any material asset, materially misstated the value  
15 of any asset or liability, or made any other material misstatement or omission in the financial  
16 representations identified in paragraph 39, the full monetary judgment specified in paragraph 36  
17 shall become immediately due and payable, without notice to Defendants, in the amount specified  
18 in paragraph 36, plus interest at the legal rate computed from the date of entry of this Judgment,  
19 less any payments previously made to Plaintiff. If a Notice of Satisfaction of Judgment has been  
20 filed, it shall immediately and automatically be vacated and set aside.

21  
22 **OTHER TERMS**

23 41. Nothing herein precludes or affects Plaintiff's right to determine and ensure  
24 compliance with this Judgment, or to seek enforcement or penalties for any violations of this  
25 Judgment.

26 42. The Court retains jurisdiction of this Judgment and the Parties hereto for purposes  
27 of construction, modification, and enforcement of this Judgment, and for the purpose of granting  
28 such additional relief as may be necessary and appropriate.



1 43. Nothing in this Judgment shall be construed to create, waive, or limit any private  
2 right of action.

3 44. Any notices that must be sent to Plaintiff or Defendant under, or any  
4 correspondence sent in relation to, this Judgment shall be sent by email and U.S. mail. The  
5 documents shall be sent to the following addresses:

6 For Plaintiff:

7 Consumer Protection Section  
8 California Department of Justice  
9 c/o Deputy AG Hunter Landerholm  
10 1515 Clay Street, Ste. 2000  
11 Oakland, CA 94612  
12 Hunter.Landerholm@doj.ca.gov

13 and

14 Consumer Protection Section  
15 California Department of Justice  
16 c/o Deputy AG Adelina Acuña  
17 455 Golden Gate Ave., Ste. 11000  
18 San Francisco, CA 94102  
19 Adelina.Acuna@doj.ca.gov

20 For Defendants:

21 Putu Blanco  
22 8685 River Road  
23 Sacramento, CA 95832  
24 putublanco@gmail.com

25 Any party may designate a different individual to receive the notices required to be sent by sending  
26 written notice to the other party at least thirty (30) calendar days before such change will occur,  
27 identifying that individual by name and/or title and mailing address.

28 45. This Judgment shall take immediate effect upon entry. No notice of entry of  
judgment is required to be served upon either party.

46. The clerk is ordered to enter this Judgment forthwith.

DATED: 11/7/2022

  
JUDGE OF THE SUPERIOR COURT  
COUNTY OF ALAMEDA