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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO

THE PEOPLE OF THE STATE OF CALIFORNIA,  
  
Plaintiff,  
  
v.  
  
ACCELERON CORPORATION, ANDREW WONG,  
and BETTY Y. WONG,  
  
Defendants.

CASE NO.:

**[PROPOSED]  
JUDGMENT**

Date Action Filed: Nov. 9, 2004

1 Plaintiff, the People of the State of California through Bill Lockyer, Attorney General, and  
2 James P. Fox, District Attorney of the County of San Mateo, and Defendants Accelaron  
3 Corporation, Andrew Wong and Betty Y. Wong, appearing through their attorney Mark R.  
4 Mittelman, having stipulated to the entry of this Judgment without the taking of proof or trial;  
5 this Judgment not constituting evidence of or an admission regarding any issue alleged in the  
6 Complaint; the Court having considered the Stipulation to Entry of Judgment executed by the  
7 parties and filed herewith; and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

9 JURISDICTION AND VENUE

10 1. This Court has jurisdiction of the subject matter of this action and of the parties.  
11 Venue as to all matters between the parties relating to this action is proper in this Court.

12 INJUNCTION

13 2. The injunctive provisions of this judgment apply to Defendants Accelaron  
14 Corporation, Andrew Wong, and Betty Y. Wong, their agents, employees, officers,  
15 representatives, successors, partners, assigns, and all persons acting in concert or participating  
16 with any of them, all of whom are referred to collectively as “Defendants.” The term  
17 “Defendants” does not include former employees or partners in ventures unrelated to the  
18 business of renting cars.

19 3. All injunctive relief under this Judgment, including all relief described in paragraphs 4  
20 and 5, is ordered pursuant to the court’s equitable powers, including those remedial powers  
21 authorized by Business and Professions Code sections 17203 and 17535. (All references to  
22 statutes are to the version in effect on the date of entry of this Judgment except where otherwise  
23 specified.)

24 4. Defendants are enjoined and restrained as follows:

25 A. With respect to **Global Positioning System (GPS) Devices and Geographical**  
26 **Restrictions**, Defendants are immediately and permanently enjoined and  
27 restrained from:

28 1. Obtaining, accessing or using any information relating to a renter’s use of a

1 vehicle when that information was secured using GPS or other electronic  
2 surveillance technology in any manner except as follows:

- 3 a. When the equipment is used by Defendants only for the purpose of  
4 locating a stolen, abandoned, or missing rental vehicle after one of the  
5 following:
- 6 i. The renter or law enforcement has informed Defendants that the  
7 vehicle has been stolen or abandoned or is missing;
  - 8 ii. The rental vehicle has not been returned within a week after the  
9 contracted return date plus any extension of that return date; or
  - 10 iii. Defendants have discovered that the rental vehicle has been stolen  
11 or abandoned and, if the vehicle has been stolen, Defendants have  
12 reported the vehicle stolen to law enforcement by filing a stolen  
13 vehicle report. (The last part of the previous sentence shall not  
14 apply if law enforcement, per paragraph 1.A.i. above, has already  
15 informed Defendants that the vehicle has been stolen or abandoned  
16 or is missing.)
- 17 b. In response to a specific request from law enforcement pursuant to a  
18 subpoena or search warrant.
- 19 c. As otherwise set forth in the version of section 1936(o)(3)-(6) of the  
20 Civil Code that goes into effect on January 1, 2005.
- 21 2. Using GPS or other electronic surveillance technology to track a renter in  
22 order to impose surcharges, fines or penalties relating to the renter's use of  
23 the vehicle.
- 24 3. Failing to keep records (in a manner at least as complete as that set forth in  
25 the version of section 1936(o)(1)(B) of the Civil Code that goes into effect  
26 on January 1, 2005) of each time they use GPS or other electronic  
27 surveillance technology to contact a vehicle for three years from the time of  
28 such contact, or failing to make these records available to the offices of the

1 Attorney General and District Attorney within seven days after receipt of a  
2 request for inspection. Such a request for inspection shall be made to  
3 defendant Andrew Wong or his designated successor by certified mail with  
4 return receipt requested or another method offering equivalent assurance of  
5 direct communication with Andrew Wong or his designated successor.

- 6 4. Failing to ensure, if Defendants use GPS or other electronic surveillance  
7 technology, that renters are clearly and conspicuously informed, at every  
8 stage of the rental process other than telephone conversations – in  
9 advertisements, during the reservation process, and at the rental counter –  
10 that GPS or similar devices may be present in Defendants’ cars, and of the  
11 ways in which those devices may be used. In a telephone conversation,  
12 Defendants must inform a renter about the presence of the devices if the  
13 renter raises the issue. If Defendants lack decisionmaking authority over a  
14 particular stage or portion of a stage of the rental process, then, with respect  
15 to that stage or portion of a stage, they shall make reasonable best efforts to  
16 ensure that renters are clearly and conspicuously informed.
- 17 5. Failing to make available, to any renter who requests one, a vehicle that does  
18 not contain a functioning GPS or other electronic surveillance device.
- 19 6. Failing to ensure, if Defendants place geographical restrictions on where  
20 renters may drive Defendants’ vehicles, that renters are clearly and  
21 conspicuously informed, at every stage of the rental process – in  
22 advertisements, during the reservation process, and at the rental counter –  
23 that there are geographical restrictions on where a driver may take  
24 Defendants’ vehicle, and of what those restrictions are. If Defendants lack  
25 decisionmaking authority over a particular stage or portion of a stage of the  
26 rental process, then, with respect to that stage or portion of a stage, they shall  
27 make reasonable best efforts to ensure that renters are clearly and  
28 conspicuously informed.

1           B. With respect to **Renter’s Liability Protection (RLP)**, Defendants are  
2 immediately and permanently enjoined and restrained from:

3           1. Requiring renters to purchase RLP, or any other insurance or similar  
4 product, as a condition of rental, in violation of sections 1936(k)(1), (n)(1)  
5 and (n)(2) of the Civil Code or as follows:

6           a. If a stated policy of Payless Rental Car Systems, Inc. (“Payless  
7 Corporate”) (which applies to Acceleron’s locations) or Acceleron  
8 Corp. provides that the company does not rent in California to persons  
9 who cannot provide written proof of primary liability insurance of their  
10 own, then Defendants may not sell RLP  
11 (1) except to those renters who present written proof of their own such  
12 coverage but wish nonetheless to purchase the coverage from  
13 Defendants (for example, to make their own insurance secondary to that  
14 purchased through Defendants) and (2) unless Defendants ensure that  
15 renters are clearly and conspicuously informed, at every stage of the  
16 rental process – in advertisements, during the reservation process, and  
17 at the rental counter – (a) that they must present proof of primary  
18 liability insurance in order to rent a vehicle from Defendants and (b)  
19 that they need not purchase RLP or any other insurance or similar  
20 product from Defendants in order to rent a vehicle from Defendants (i.e.  
21 that these products are optional). If Defendants lack decisionmaking  
22 authority over a particular stage or portion of a stage of the rental  
23 process, then, with respect to that stage or portion of a stage, they shall  
24 make reasonable best efforts to ensure that renters are clearly and  
25 conspicuously informed.

26           b. If, on the other hand, the stated policies of Payless Corporate (which  
27 applies to Acceleron’s locations) and Acceleron uniformly permit rental  
28 to persons who cannot provide written proof of primary liability

1 insurance of their own, then Defendants may not sell primary liability  
2 coverage unless Defendants ensure that renters are clearly and  
3 conspicuously informed, at every stage of the rental process – in  
4 advertisements, during the reservation process, and at the rental counter  
5 – that they need not purchase RLP or any other insurance or similar  
6 product from Defendants in order to rent a vehicle from Defendants (i.e.  
7 that these products are optional). If Defendants lack decisionmaking  
8 authority over a particular stage or portion of a stage of the rental  
9 process, then, with respect to that stage or portion of a stage, they shall  
10 make reasonable best efforts to ensure that renters are clearly and  
11 conspicuously informed.

- 12 2. Selling RLP, or any other insurance or similar product, unless renters are  
13 given the opportunity to decline coverage by initialing the rental contract  
14 next to a description of the insurance or similar product.
- 15 3. Failing to develop, maintain and employ either (1) a script or (2) an outline  
16 which all of Defendants, their employees and representatives must use in  
17 presenting insurance and similar products to all renters. The script or outline  
18 must convey clearly and conspicuously to all renters that the purchase of any  
19 insurance or similar product from Defendants is entirely optional and that  
20 Defendants will rent the vehicle to the renter even if the renter declines to  
21 purchase the products offered. The script or outline must also provide that if  
22 a customer says that he or she does not wish to purchase a particular type of  
23 coverage or coverages, Defendants or their employee or representative must  
24 not continue to discuss that type of coverage or coverages and may not raise  
25 the issue again later in the transaction. This provision shall not prevent  
26 Defendants or their employees or representatives from later discussing the  
27 issue if (but only if) the renter or another member of the renter's party raises  
28 the issue. If a regular Acceleron customer informs a counter agent that he or

1 she does not wish to hear the script or outline, the agent may terminate the  
2 presentation at that point.

- 3 4. Varying their employees' or agents' compensation in any way directly based  
4 on either (1) the number of renters to whom the employees or agents sell  
5 liability or other insurance or similar products, or (2) the amount of such  
6 coverage (i.e. premiums) sold.

- 7 C. With respect to the **Equipment Requirements of the Vehicle Code**, Defendants  
8 are immediately and permanently enjoined and restrained from:

9 Failing to ensure that the vehicles they offer for rental conform to all  
10 equipment-related requirements of the Vehicle Code, including but not  
11 limited to those set forth in Division 12 of that code.

- 12 D. With respect to **Charges for Forced Upgrades**, Defendants are immediately and  
13 permanently enjoined and restrained from:

14 Charging a renter for a compulsory upgrade. If a renter makes a reservation  
15 for a particular class of vehicle – for example, a compact – and Defendants  
16 do not have that class of vehicle available when the renter arrives at the  
17 rental counter and choose to offer instead a larger or otherwise “upgraded”  
18 vehicle, Defendants may charge no more than the applicable rate stated in  
19 the original rental reservation. This provision shall apply only when the  
20 renter either (1) arrives at the rental counter within two hours of the stated  
21 time of the reservation or (2) arrives at the rental counter within three hours  
22 of the stated time of the reservation after having telephoned Defendants  
23 within two hours of the stated time.

- 24 E. With respect to the **Unavailability of Vehicles**, Defendants are immediately and  
25 permanently enjoined and restrained from:

- 26 1. Failing to make reasonable best efforts not to unreasonably overbook  
27 reservations such that renters find that no suitable vehicle is available  
28 when they arrive at the rental counter.

- 1                   2.   Failing, if such a situation occurs through overbooking or otherwise, to  
2                   make the renter whole – for example, by reimbursing the renter the  
3                   amount of any payments made to Defendants and, if the renter chooses  
4                   to rent from another rental car company, also reimbursing the  
5                   difference, if any, between the amount quoted on the renter’s  
6                   reservation with Defendants and the amount the renter is required to  
7                   pay the other rental company for a vehicle and terms comparable to  
8                   those the renter had reserved with Defendants.
- 9                   3.   This provision shall apply only with respect to renters who either (1)  
10                  arrive at the rental counter within two hours of the stated time of the  
11                  reservation or (2) arrive at the rental counter within three hours of the  
12                  stated time of the reservation after having telephoned Defendants within  
13                  two hours of the stated time.

14           F.   With respect to **Local Renter Restrictions**, Defendants are immediately and  
15           permanently enjoined and restrained from:

16                   Failing, if they distinguish between “local renters” and others, to ensure that  
17                   renters are clearly and conspicuously informed, at every stage of the rental  
18                   process – in advertisements, during the reservation process, and at the rental  
19                   counter — (1) of who qualifies as a “local renter” and (2) that “local renters”  
20                   receive only 150 free miles per day (or whatever other “local renter” policy  
21                   may then apply). For example, if Defendants state in any advertisement or  
22                   other public statement that they offer “unlimited mileage,” they must not fail  
23                   to disclose clearly and conspicuously in that advertisement or statement that  
24                   the unlimited mileage provision does not apply to “local renters.” If  
25                   Defendants lack decisionmaking authority over a particular stage or portion  
26                   of a stage of the rental process, then, with respect to that stage or portion of a  
27                   stage, they shall make reasonable best efforts to ensure that renters are  
28                   clearly and conspicuously informed.



1 G. With respect to **Damage to Vehicles**, Defendants are immediately and  
2 permanently enjoined and restrained from:

3 Charging or making a claim against a renter for damage to a vehicle unless  
4 (1) the renter was explicitly given the opportunity to inspect the vehicle for  
5 damage at the commencement of and after the completion of the rental  
6 (specifically, prior to taking possession of the rental vehicle, the renter must  
7 have been informed both (a) orally and (b) in writing on the vehicle-damage  
8 diagram sheet, of his or her right to inspect the vehicle for damage; and  
9 reasonable best efforts must have been made to inform the renter orally of  
10 this right at the time he or she returned the vehicle); (2) Defendants  
11 inspected and can document the vehicle's condition immediately prior to and  
12 immediately after the rental (or, if the vehicle is returned after hours or must  
13 be retrieved, as soon as possible after the rental); and (3) Defendants notify  
14 the renter of the asserted damage within seven days of the end of the rental  
15 (or, if the vehicle must be retrieved, within seven days after the vehicle is  
16 retrieved and in any case within ten days of the end of the rental).

17 H. With respect to **Other Violations of Law**, Defendants are immediately and  
18 permanently enjoined and restrained from:

19 Otherwise violating section 17200 or 17500 of the Business & Professions  
20 Code or section 1936 of the Civil Code.

21 5. Defendants are additionally enjoined as follows:

22 A. With respect to **Retention of Records**, Defendants are immediately and  
23 permanently enjoined to:

24 Retain rental records for each renter, including the rental contract and copies  
25 of all correspondence, including email correspondence, for three years from  
26 completion of the rental period. Records must be kept in such a way that  
27 they can be made available to the offices of the District Attorney and  
28 Attorney General within seven days of the date of a request for inspection.

1 Such a request for inspection shall be made to defendant Andrew Wong or  
2 his designated successor by certified mail with return receipt requested or  
3 another method offering equivalent assurance of direct communication with  
4 Andrew Wong or his designated successor.

5 B. With respect to **Handling of Complaints**, Defendants are immediately and  
6 permanently enjoined to:

7 Develop and adopt a system of handling complaints that ensures that  
8 complaints are addressed promptly and effectively, such that any complaint  
9 is investigated and the result of the investigation communicated to the  
10 complaining renter within seven days after Defendants are made aware of  
11 the complaint. Defendants must maintain records of all complaints,  
12 including complaints sent directly to Payless Corporate and forwarded to  
13 Acceleron Corp., and all correspondence, including electronic  
14 correspondence, regarding those complaints, in a customer's file for at least  
15 three years from completion of the rental period. Records of complaints  
16 must be kept in such a way that they can be made available to the offices of  
17 the District Attorney and Attorney General within seven days of the date of a  
18 request for inspection. Such a request for inspection shall be made to  
19 defendant Andrew Wong or his designated successor by certified mail with  
20 return receipt requested or another method offering equivalent assurance of  
21 direct communication with Andrew Wong or his designated successor.

22 C. With respect to **Distribution of This Judgment**, Defendants are immediately and  
23 permanently enjoined to:

24 1. Ensure that a copy of the injunctive terms of this Judgment is distributed, on  
25 at least an annual basis, to each employee and representative of Defendants  
26 who has or will have direct contact with Acceleron's customers, and that  
27 each employee or representative is given sufficient time and opportunity at  
28 work to read and become familiar with the injunctive terms of the Judgment.

2. Ensure that a copy of the injunctive terms of this Judgment is provided to Payless Rental Car Systems, Inc., and the entity or entities responsible for operating each of Orbitz.com, Travelocity.com, Expedia.com, Galileo.com, Worldspan.com and SabreTravelNetwork.com. Defendants must also ensure that a copy of the injunctive terms of the Judgment that relate to the use of GPS (or similar) technology is provided to Aircept.com, LLC and to any other provider of GPS (or similar) tracking services to Defendants.

## RESTITUTION

6. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants shall pay restitution to their customers, as follows:

A. All those customers who, through the use of a GPS device in Defendants' vehicles, were assessed a surcharge for assertedly violating geographical restrictions shall have restored to them the full amount of the surcharge (including any tax thereon) that they paid and have not recovered. Any questions as to eligibility for or amount of restitution due shall be determined by the People in their sole discretion. Whether a renter submitted a complaint about the geographical penalty is not material to restitution under this Judgment.

B. Those customers who (1) submitted a complaint about Defendants to the Better Business Bureau, to Payless Corporate, to the California Attorney General's Office or to the San Mateo District Attorney's Office at any time between January 1, 2003 and the date of entry of this Judgment or (2) submit a complaint about Defendants that is received by the People within ninety (90) days of the date of entry of this Judgment shall have restored to them all amounts not previously restored that were obtained in violation of Business and Professions Code sections 17200 and/or 17500, as determined by the People in their sole discretion after consultation with Defendants.

C. Those customers who(1) submitted a complaint about Defendants to the Better Business Bureau, to Payless Corporate, to the California Attorney General's

1 Office or to the San Mateo District Attorney's Office at any time between January  
2 1, 2003 and the date of entry of this Judgment or (2) submit a complaint about  
3 Defendants that is received by the People within ninety (90) days of the date of  
4 entry of this Judgment, and who purchased Renter's Liability Protection (RLP)  
5 coverage, shall have restored to them the full amount of the RLP charge  
6 (including any tax thereon) that they paid and have not recovered, whether or not  
7 their complaint involved or mentioned RLP. All customers who were assessed a  
8 surcharge for assertedly violating geographical restrictions, and who purchased  
9 Renter's Liability Protection (RLP) coverage, shall have restored to them the full  
10 amount of the RLP charge (including any tax thereon) that they paid and have not  
11 recovered, whether or not they filed a complaint of any kind. This restoration of  
12 "premiums" paid shall not revoke, diminish or otherwise adversely affect any  
13 renter's RLP coverage that may still be in effect (i.e. in covering an accident that  
14 occurred during the rental). Any questions as to eligibility for or amount of  
15 restitution due shall be determined by the People in their sole discretion, after  
16 consultation with Defendants.

17 D. The People shall set forth on a Restitution List to be provided Defendants the  
18 names of those customers due restitution and the amounts of restitution due. The  
19 People shall adjust the Restitution List as further information about customers  
20 eligible for restitution and the amounts due those customers is determined.

21 E. Restitution shall be provided in the following manner:

- 22 1. Upon execution of the Stipulation to Entry of Judgment filed with this  
23 Judgment, Defendants shall deliver a bank or certified check (the "Initial  
24 Restitution Check") payable to the San Mateo County District Attorney's  
25 Office, in care of Chuck Finney, Deputy District Attorney, in the amount of  
26 \$215,293.47. This check will be deposited by the San Mateo District  
27 Attorney's Office into its trust account. From that account, the San Mateo  
28 District Attorney's Office shall begin to issue trust checks to those of

1 Defendants' customers who are eligible for restitution.

- 2 2. Any customer of Defendants who makes a complaint about Defendants that  
3 is received by the People or the Better Business Bureau within ninety (90)  
4 days of the date of entry of this Judgment shall be eligible to be included on  
5 the Restitution List.
- 6 3. Defendants' responsibility under this Judgment to pay restitution shall not be  
7 diminished, capped or impaired by the amount of the Initial Restitution  
8 Check, which amount represents a reasonable estimate by the People at the  
9 time of execution of the Stipulation, after consultation with Defendants, of  
10 the amount of restitution due under the Judgment. Defendants' obligation to  
11 make restitution shall extend to all those customers, as determined above,  
12 who are entitled to such restitution, whether or not the total amount of  
13 restitution ultimately provided exceeds the amount of the Initial Restitution  
14 Check.
- 15 4. At any time on or after the date 45 days after entry of the Judgment, the  
16 People in their sole discretion may assess the amount of Restitution paid, the  
17 amount of restitution likely still to be paid, and the amount remaining from  
18 the Initial Restitution Check and may require that Defendants deliver to the  
19 People within seven days an additional bank check or certified check  
20 ("Supplemental Restitution Check") payable to the San Mateo County  
21 District Attorney's Office, in an amount determined by the People in their  
22 sole discretion after consultation with Defendants. Thereafter, in their sole  
23 discretion, the People may from time to time, but no more frequently than  
24 monthly, require that Defendants deliver within seven days further  
25 restitution checks as often as necessary to achieve full restitution in this case.  
26 Defendants' obligation to make restitution shall extend to all those  
27 customers, as determined above, who are entitled to such restitution, whether  
28 or not the total amount of restitution ultimately provided exceeds the amount

1 of the sum of the Initial Restitution Check, the first Supplemental Restitution  
2 Check, and any additional Supplemental Restitution Check or Checks.

3 F. Any money remaining from the amount of the Initial Restitution Check after  
4 reasonable attempts at full restitution to all eligible customers (the “residual  
5 amount”) shall be distributed as follows:

6 1. The money shall be paid to the Consumer Protection Prosecution Trust Fund  
7 previously created by the Stipulated Final Judgment and Permanent  
8 Injunction, filed on September 21, 1989, in the case of *People v. ITT*  
9 *Consumer Financial Corporation* (Alameda County Superior Court case  
10 number 656038-0). A bank check or certified check made out to “Consumer  
11 Protection Prosecution Trust Fund” for the residual amount shall be  
12 delivered by express mail to Ted Mermin, California Attorney General’s  
13 Office, 455 Golden Gate Ave., 11<sup>th</sup> Floor, San Francisco, CA 94102 no later  
14 than the date 180 days after the date of entry of this judgment.

15 2. As specified in the judgment in *People v. ITT*, money from the Consumer  
16 Protection Prosecution Trust Fund will be used for the purpose of enhancing  
17 the investigation, prosecution, and enforcement of consumer protection  
18 actions brought pursuant to the unfair competition statutes of the State of  
19 California (Business and Professions Code section 17200 et seq.) by the  
20 California Attorney General, district attorneys, and city attorneys authorized  
21 to bring such actions pursuant to Business and Professions Code section  
22 17206; assisting such prosecutors in connection with criminal consumer  
23 protection cases investigated and investigated by their agencies; and  
24 supporting significant consumer cases brought by Legal Aid to protect  
25 California citizens.

26 G. Any money remaining from the amount of the Supplemental Restitution Check or  
27 any subsequent Restitution Check, after reasonable attempts at full restitution to  
28 all eligible customers, shall be returned to Defendants.

1 H. The costs of administering Restitution shall be borne as follows:

2 1. Defendants shall be responsible for all costs incurred by the People for  
3 administration of the Restitution Program under this Judgment. These  
4 include the cost to San Mateo County of preparing, issuing, and mailing  
5 restitution checks (at a cost of \$6.00 per trust check) to Defendants'  
6 customers as provided in this Judgment.

7 a. On or before entry of the Judgment, Defendants shall deliver to counsel  
8 for the People a bank or certified check made payable to the San Mateo  
9 County District Attorney's Office, in care of Deputy District Attorney  
10 Chuck Finney, in the amount of \$5,100 (the "Initial Restitution  
11 Administration Check").

12 b. Defendants' responsibility under this Judgment to pay the costs of  
13 administering the Restitution Program shall not be diminished, capped  
14 or impaired by the amount of the Initial Restitution Administration  
15 Check, which amount represents a reasonable estimate by the People at  
16 the time of execution of the Stipulation, after consultation with  
17 Defendants, of their costs for preparing, issuing and mailing restitution  
18 checks under the Judgment. Defendants' obligation to pay the costs of  
19 administering restitution under the Judgment shall extend to all those  
20 customers, as determined above, who are entitled to such restitution,  
21 whether or not the total cost of administering restitution ultimately  
22 exceeds the amount of the sum of the Initial Restitution Administration  
23 Check.

24 c. At any time on or after the date 45 days after entry of the Judgment, the  
25 People assess the amount of Restitution paid, the amount of restitution  
26 likely still to be paid, and the amount remaining from the Initial  
27 Restitution Check and may require that Defendants deliver to the  
28 People within seven days an additional bank check or certified check

1 (“Supplemental Restitution Administration Check”) payable to the San  
2 Mateo County District Attorney’s Office, in an amount determined by  
3 the People in their sole discretion after consultation with Defendants.  
4 Thereafter, in their sole discretion, the People may from time to time,  
5 but no more frequently than monthly, require that Defendants deliver  
6 within seven days further restitution administration checks as often as  
7 necessary to achieve full restitution in this case. Defendants’ obligation  
8 to pay the costs of administering restitution under the Judgment shall  
9 extend to all those customers, as determined above, who are entitled to  
10 such restitution, whether or not the total cost of administering  
11 restitution ultimately exceeds the amount of the sum of the Initial  
12 Restitution Administration Check, the first Supplemental Restitution  
13 Administration Check, and any additional Supplemental Restitution  
14 Administration Check or Checks.

- 15 d. Any money remaining from the payment(s) made by Defendants for the  
16 cost of administering Restitution under this Judgment (i.e., from the  
17 Initial Restitution Administration Check or the Supplemental  
18 Restitution Administration Check or any additional Restitution  
19 Administration Check) shall be returned to Defendants within 180 days  
20 after the date of entry of this Judgment.

21 CIVIL PENALTIES, COSTS AND FEES

22 7. On or before entry of this Judgment, Defendants shall deliver to counsel for the  
23 People, in payment of civil penalties pursuant to Business & Professions Code sections 17206  
24 and 17536, (1) a bank or certified check made out to the Attorney General of the State of  
25 California in the amount of \$ 75,000 (seventy-five thousand dollars), and (2) a bank or certified  
26 check made out to the San Mateo County District Attorney’s Office in the amount of \$ 100,000  
27 (one hundred thousand dollars).

28 8. On or before entry of this Judgment, Defendants shall in addition deliver to counsel for



1 the People (1) a bank or certified check made out to the Attorney General of the State of  
2 California in the amount of \$ 50,000 (fifty thousand dollars), and (2) a bank or certified check  
3 made out to the San Mateo County District Attorney's Office in the amount of \$ 25,000 (twenty-  
4 five thousand dollars), in payment of investigative expenses and costs.

5 PAYMENT OF COURT COSTS

6 9. Defendants shall pay all court costs associated with their appearance in this  
7 action, including any fee for the filing of the Stipulation to Entry of Judgment. Except as  
8 otherwise provided herein, each party shall bear its own costs and expenses.

9 EFFECTIVE DATE AND SCOPE OF JUDGMENT

10 10. This Judgment shall be binding and effective upon entry by the Court, and the clerk is  
11 ordered to enter the Judgment immediately upon filing. The settlement of this action shall act as  
12 a bar only to further actions by the Attorney General and District Attorney against Acceleron  
13 Corp., Andrew Wong and Betty Wong based on the specific violations asserted in the Complaint,  
14 through the date of entry of this judgment. Actions to enforce or collect on this Judgment are not  
15 barred.

16 INTEREST ON AMOUNTS OF JUDGMENT

17 11. Any amount that Defendants owe under this Judgment, but which is not paid in  
18 accordance with the provisions of this Judgment, shall earn interest at the rate of 10 percent per  
19 annum commencing on entry of this Judgment, and is subject to all available post-judgment  
20 remedies provided by law.

21 NO AUTHORIZATION OF CONDUCT

22 12. Neither Defendants nor anyone acting on their behalf shall state or imply or cause to  
23 be stated or implied that the Attorney General of California or the District Attorney of San  
24 Mateo County or any state agency or officer has approved, sanctioned, or authorized any  
25 practice, act or conduct of the Defendants.

26 NO LIMITATION OF REMEDIES

27 13. The remedies provided herein do not limit any other remedies that Defendants'  
28 customers may have under law.

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