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 15 Southern California Institute of Law

16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18 SOUTHERN CALIFORNIA
 19 INSTITUTE OF LAW, a California
 20 corporation,

21 Plaintiff,

22 vs.

23 TCS EDUCATION SYSTEM, an
 24 Illinois corporation; DAVID J.
 25 FIGULI, an individual; and GLOBAL
 26 EQUITIES, LLC d/b/a HIGHER
 27 EDUCATION GROUP, a Colorado
 28 limited liability company,

Defendants.

CASE NO.: CV10-8026 JAK (AJWx)
 [Assigned to Hon. John A. Kronstadt]

**NOTICE OF ERRATA TO FIRST
 AMENDED COMPLAINT
 FOR INJUNCTIVE RELIEF AND
 DAMAGES**

Action Filed: Oct. 25, 2010


1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that plaintiff Southern California Institute of Law
3 is hereby filing Exhibit 1 to its First Amended Complaint For Injunctive Relief And
4 Damages, which was inadvertently omitted from the complaint. A copy of Exhibit 1
5 is attached hereto.

6
7 DATED: May 18, 2011

THE LAW OFFICES OF GEORGE A. SHOHET,
A PROFESSIONAL CORPORATION

8
9 KREINDLER & KREINDLER LLP

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11 
12 By: _____

13 George A. Shohet
14 Attorneys for Plaintiff

EXHIBIT 1

TCS EDUCATION SYSTEM

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the 24th day of September, 2009,

BETWEEN

TCS Education System

(hereinafter referred to as "TCS")

-and-

Southern California Institute of Law

(hereinafter referred to as "SCIL")

WHEREAS for the purposes of facilitating a transaction (the "Relationship") between TCS and SCIL, the parties will provide access to proprietary, trade secret and confidential information to the other, which may include, without limiting the generality of the foregoing, strategies and strategic plans, business opportunities, business plans, financial reports, statements and projections, trade names and marks, documents, programs, techniques, know-how, and specifications (all such documents and items, including any copies, reproductions or derivations thereof or therefrom shall hereinafter be referred to as "Information").

THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the Relationship and of the mutual covenants hereinafter contained, the parties hereto agree as follows;

1. The Information, and all rights, title and interest thereto, shall remain the property of the party providing it ("Disclosing Party"). The receiving party ("Receiving Party") shall not use, reproduce, or directly or indirectly disclose or allow access to the information except as required to facilitate the Relationship.
2. The Receiving Party shall protect the confidentiality of the Information from the date of its receipt hereunder with at least the same diligence and care as would be required of Receiving Party if it were a fiduciary of the Disclosing Party, that is the utmost good faith and care for the interests of the Disclosing Party.
3. The Receiving Party shall disclose the Information only to those of its own agents or employees who require the Information for the purpose of the Relationship. Prior to disclosing the Information to its own agents or employees, the Receiving Party shall issue appropriate instructions to satisfy its obligations under this Agreement. The Receiving Party, however, will remain fully liable for any breach of its obligations caused by the actions or omissions of any of its agents or employees.
4. The Receiving Party may provide to any of its subsidiaries or its parent, Information only upon obtaining the written consent of the subsidiary and/or parent to the same terms and conditions contained in this Agreement. The Receiving Party shall give to the Disclosing Party an executed copy of each such consent.
5. Upon termination, for any reason, of the Relationship, or upon the request of the Disclosing Party, the Receiving Party shall promptly destroy and certify the destruction to the Disclosing Party of all Information belonging to the Disclosing Party and copies thereof susceptible of being destroyed. To "destroy" in the case of electronic data shall mean to remove without the ability to recall or recover such data from all storage media under the control of the Receiving Party or any party to whom the Information was disclosed.

TCS EDUCATION SYSTEM

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6. Neither party shall be liable for disclosure of the Information upon the occurrence of one or more of the following events:

- (a) the Information enters the public domain other than through a breach of this Agreement;
- (b) the Information is subsequently lawfully obtained by the Receiving Party from a third party or parties under circumstances that do not involve a breach of this Agreement or the legal rights of the Disclosing Party; or
- (c) the Information is disclosed in compliance with any applicable law or regulation that mandates its disclosure, provided that the Disclosing Party is given prompt notice of such any demand for or required disclosure.

7. Unless otherwise agreed, this Agreement shall continue until such time as any Information received by Receiving Party hereunder is returned to the Disclosing Party or destroyed.

8. This Agreement shall be governed and interpreted in accordance with the laws applicable in the State of California.

9. If any provision or any part of any provision of this Agreement is held to be unenforceable, invalid or illegal, then it shall be severable and deemed to be deleted and the remaining provisions shall remain valid and binding.

10. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to inhibit or prohibit either party from pursuing business opportunities or other arrangements or endeavors of any kind so long as the terms and provisions of this Agreement are maintained inviolate.

11. This Agreement supersedes and replaces all existing agreements between TCS and SCIL relating generally to the subject matter hereof. It may not be modified or terminated, in whole or in part, except in writing signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first above written.

TCS EDUCATION SYSTEM

BY: _____

SOUTHERN CALIFORNIA INSTITUTE OF LAW

BY: _____

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who have consented to electronic service are being served with a copy of the foregoing document via Central District of California CM/ECF system on May 18, 2011

_____/s/ George A. Shohet_____