

Accordingly, the Court issues the following the findings of fact, conclusions of law, and injunctive relief.

FINDINGS OF FACT

1. Defendant Equitable Century Group, LLC (“Equitable Century Group”) is a California limited liability corporation registered with the California Secretary of State.
2. Defendant Equitable Century Group represented that its principal place of business was located at 10866 Wilshire Blvd. #400, Los Angeles, California, 90024.
3. At other times, Defendant Equitable Century Group has represented that its place of business was 468 N. Camden Drive, Beverly Hills, California, 90210.
4. Defendant 1st Financial Associates, LLC (“1st Financial”) is a California limited liability corporation registered with the California Secretary of State.
5. Defendant 1st Financial represented that its principal place of business was 625 Hauser Blvd., Unit 201, Los Angeles, California, 90036-3745.
6. Defendant Michael D. Grinnell (“Grinnell”) is a natural person who resides at 508 N. Kingsley Drive, Los Angeles, CA 90004-1911.
7. Defendant Grinnell did business as Equitable Century Group.
8. Defendant Grinnell did business as 1st Financial.
9. Defendants Equitable Century Group, 1st Financial, and Grinnell (“Defendants”) also did business under the unincorporated, fictitious business names Tri-West USA, TW & Associates, and NorthStar Finance Group, which were not registered in California or Ohio.
10. Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Equitable Century Group.

11. At all times relevant to this action, Defendant Equitable Century Group was not registered with the Ohio Secretary of State as a foreign limited liability company.
12. Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant 1st Financial.
13. At all times relevant to this action, Defendant 1st Financial was not registered with the Ohio Secretary of State as a foreign limited liability company.
14. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling mortgage loan modification services to consumers.
15. Defendants represented that they could help consumers by negotiating loan modifications or other loan adjustments with the consumers' lenders or mortgage servicers.
16. Defendants advertised their mortgage loan modification services via telephone calls to consumers wherein Defendants solicited consumers to purchase loan modification services.
17. Defendants represented to consumers that a full refund would be provided if a final loan modification was not obtained within three months.
18. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for consumers.
19. Defendants charged Ohio consumers initial fees of \$1,000 or more prior to the initiation of any services.
20. Defendants charged Ohio consumers fees or contributions in excess of \$100 per calendar year for their loan modification services.
21. Defendants failed to obtain loan modifications for consumers or failed to provide the entirety of services that were promised to consumers.

22. Defendants represented to some Ohio consumers that they were attorneys providing legal services on behalf of the consumers when there is no evidence that Defendants employed attorneys, Ohio-licensed or otherwise.
23. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.
24. Many consumers who did not receive mortgage loan modifications attempted to contact Defendants to request refunds but were unable to reach Defendants after Defendants took their money.
25. Defendants failed to provide refunds to consumers for whom they did not provide loan modifications.
26. Defendants failed to make full refunds of money consumers paid for undelivered services, despite requests from consumers to either deliver the services or make full refunds.
27. Consumers who did business with Defendants and never received loan modifications or refunds were left in worse financial situations than they were in before doing business with Defendants.

CONCLUSIONS OF LAW

28. The actions of Defendants described in the Complaint and in this Order have occurred in the State of Ohio, including in Franklin County, and are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., and the Debt Adjuster's Act ("DAA"), R.C. 4710.01 et seq.

29. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
30. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
31. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(3), in that Franklin County, Ohio is where Defendants conducted some of the transactions complained of herein.
32. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling mortgage loan modification services to consumers in Franklin County and other counties in Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
33. Defendants engaged in “debt adjusting” as defined in R.C. 4710.01(B) in that Defendants have, at all times relevant herein, held themselves out as providing services to debtors in the management of their mortgages by effecting the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.
34. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for services, failing to make full delivery of the promised services, and failing to provide full refunds.

35. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by failing to register their fictitious business names with the Ohio Secretary of State as required by R.C. 1703.01 et seq.
36. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A), by operation of R.C. 4710.04, by engaging in debt adjusting activities, including holding out that they could effect the adjustment, compromise, or discharge of any account, note, or other indebtedness of consumers who signed up for their services, while charging fees in excess of those permitted by R.C. 4710.02(B) of the DAA.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants, doing business under their own names, the names TW & Associates, Tri-West USA, NorthStar Finance Group, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are **PERMANENTLY ENJOINED** from engaging in the acts or practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C 109:4-3-01 et seq., or the DAA, R.C. 4710.01 et seq., including, but not limited to, violating the specific statutes and rules described in this order.
- B. It is **DECLARED** that each act or practice committed by Defendants, as set forth above, violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the DAA, R.C. 4710.01 et seq.
- C. Pursuant to R.C. 1345.07(B), Defendants are **ORDERED**, jointly and severally, to pay consumer damages in the total amount of \$40,466.53. Such payment shall be made to

the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

The consumer damages will be distributed to the following five consumers in the amounts set forth below:

Last Name	First Name	City	State	Amount
Baker	Alisa	Willoughby Hills	OH	\$3,710.00
Fagan	Sharon	Mansfield	OH	\$7,069.20
Lancz	Frank	Toledo	OH	\$5,000.00
McCoy	William	Grove City	OH	\$9,478.27
McMillen	John	Cincinnati	OH	\$15,209.06
			TOTAL	\$40,466.53

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are **ORDERED**, jointly and severally, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$50,000. Such payment shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- F. Defendants are **PERMANENTLY ENJOINED** from engaging in any mortgage or debt-related consumer transactions with Ohio consumers.
- G. Defendants are **ORDERED**, jointly and severally, to pay all court costs.

IT IS SO ORDERED.

April 12, 2018

Electronically Signed By:
JUDGE SERROTT

Submitted by:

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Senior Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-3999/(866) 449-0989 (fax)
tracy.dickens@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

Date: 04-12-2018
Case Title: OHIO STATE ATTORNEY GENERAL MIKE DEWINE -VS-
EQUITABLE CENTURY GROUP LLC ET AL
Case Number: 17CV009813
Type: JUDGMENT AGAINST DEFENDANT

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Mark A. Serrott", with a stylized, sweeping flourish at the end.

/s/ Judge Mark A. Serrott