

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO ex rel.	)	CASE NO.
OHIO ATTORNEY GENERAL	)	
MICHAEL DEWINE	)	JUDGE
30 E. Broad Street, 14th Floor	)	
Columbus, Ohio 43215	)	
	)	
Plaintiff,	)	COMPLAINT AND REQUEST
	)	FOR DECLARATORY JUDGMENT,
v.	)	INJUNCTIVE RELIEF,
	)	CONSUMER DAMAGES, AND
	)	AND CIVIL PENALTIES
MEHDI MOAREFIAN, individually	)	
and	)	
d/b/a GREEN TREE FINANCIAL GROUP	)	
and	)	
d/b/a SAVE POINT FINANCIAL	)	
16791 Hoskins Lane, Apt. A	)	
Huntington Beach, California 92649	)	
	)	
and	)	
	)	
SERJ GEUTSSOYAN, individually	)	
and	)	
d/b/a SAVE POINT FINANCIAL	)	
and	)	
d/b/a GREEN TREE FINANCIAL GROUP	)	
9 MacArthur Place, Unit 2003	)	
Santa Ana, California 92707	)	
	)	
Defendants.	)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General of Ohio, Michael DeWine, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07.
2. The actions of Defendants Serj Geutssoyan and Mehdi Moarefian ("Defendants"), hereinafter described, have occurred in the State of Ohio, in Cuyahoga County and in other counties in

Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., as well as the Debt Adjuster's Act ("DAA"), R.C. 4710.01 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that Cuyahoga County, Ohio is where Defendants conducted some of the transactions complained of herein.

DEFENDANTS

5. Defendant Mehdi Moarefian is a natural person who, upon information and belief, resides at 16791 Hoskins Lane, Apartment A, Huntington Beach, California, 92649.
6. Defendant Mehdi Moarefian registered the unincorporated, fictitious business name "Green Tree Financial Group" ("Green Tree") in Orange County, California. The registration listed Green Tree's address as 5000 Birch Street, Suite 3000, Newport Beach, California 92660.
7. Defendant Serj Geutssoyan is a natural person who, upon information and belief, resides at 9 MacArthur Place, Unit 2003, Santa Ana, California 92707.
8. Defendant Serj Geutssoyan registered the unincorporated, fictitious business name "Save Point Financial" ("Save Point") in Orange County, California. The registration listed Save Point's address as 1901 Newport Blvd #350, Costa Mesa, California 92627.
9. At all times relevant to this action, Save Point was never registered as a fictitious business name with the Ohio Secretary of State.
10. At all times relevant to this action, Green Tree was never registered as a fictitious business name with the Ohio Secretary of State.
11. Defendants Geussoyan and Moarefian did business as Green Tree and Save Point.

12. Upon information and belief, Defendants also did business under the unincorporated, fictitious business names Rescue Firm, Hardship Solutions, and Loan Retention Firm, which were not registered in California or Ohio.
13. 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.
14. 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 goods or services to consumers in Cuyahoga County and other counties in the State of Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
15. Defendants engage in "debt adjusting" as defined in R.C. 4710.01(B) in that Defendants 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.

STATEMENT OF FACTS

16. Defendants represented that they could help consumers avoid foreclosure by negotiating a loan modification or other loan adjustment with the consumers' lenders or mortgage servicers.
17. Defendants advertised their debt settlement services via telephone calls to consumers wherein Defendants solicited consumers to purchase loan modification services.
18. Defendants advertised loan modification services to consumers through the Internet web site www.greentreefg.com.

19. Defendants told some consumers that they could help the consumers obtain federal grants that could help the consumers with their payments. Defendants did not obtain the federal grants as promised.
20. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for consumers.
21. Defendants charged Ohio consumers initial fees—prior to the initiation of any services—in amounts ranging from Nine-Hundred Ninety-five Dollars (\$995.00) to Five-Thousand Four Hundred and Ninety-five Dollars (\$5,495.00).
22. Defendants failed to provide services that were promised to consumers.
23. Defendants failed to obtain loan modifications for consumers.
24. Defendants told some consumers that their mortgage loans had been modified although they had not.
25. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.
26. Many consumers who did not receive mortgage loan modifications attempted to contact the Defendants to request refunds but were unable to reach the Defendants after the Defendants took their money.
27. Defendants failed to provide refunds to consumers for whom they were unable to obtain loan modifications.
28. 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.

29. Consumers who did business with the Defendants and never received loan modifications or refunds were left in worse financial situations than the consumers were in before doing business with Defendants.
30. Defendants charged Ohio consumers fees in excess of those permitted by the DAA.

FIRST CAUSE OF ACTION

Violations of the CSPA

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
32. Defendants engaged in unfair or deceptive acts or 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.
33. Defendants committed unfair or deceptive acts or 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.
34. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

SECOND CAUSE OF ACTION

Violations of the Debt Adjuster's Act

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.

36. Defendants committed unfair or deceptive acts or 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.
37. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

- A. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants Mehdi Moarefian and Serj Geutssoyan, doing business under their own names, the names Save Point Financial or Green Tree Financial 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, from engaging in the acts or practices of which Plaintiff complains and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and 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 alleged to have been violated herein.
- B. **ISSUE A DECLARATORY JUDGMENT** that each act or practice complained of herein 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., in the manner set forth in this Complaint.

- C. **ORDER** Defendants Mehdi Moarefian and Serj Geutssoyan, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendants Mehdi Moarefian and Serj Geutssoyan civil penalties of Twenty-Five Thousand Dollars (\$25,000) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **GRANT** Plaintiff its costs in bringing this action.
- F. **ORDER** Defendants to pay all court costs.
- G. **ISSUE AN INJUNCTION** prohibiting both Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
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