

**IN THE COURT OF COMMON PLEAS
FRANKLIN 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
EQUITABLE CENTURY GROUP, LLC	)	
10866 Wilshire Blvd #400	)	
Los Angeles, California 90024	)	
	)	
and	)	
	)	
1st FINANCIAL ASSOCIATES, LLC	)	
625 Hauser Blvd., Unit 201	)	
Los Angeles, California 90036-3745	)	
	)	
and	)	
	)	
MICHAEL D. GRINNELL	)	
10535 Lindley Ave., Apt 10	)	
Porter Ranch, California 91326-3238	)	
	)	
Defendants.	)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General 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 Equitable Century Group, LLC, 1st Financial Associates, LLC, and Michael D. Grinnell ("Defendants"), hereinafter described, have occurred in the State of Ohio, in Franklin 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., 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.

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 Franklin County, Ohio is where Defendants conducted some of the transactions complained of herein.

DEFENDANTS

5. Equitable Century Group, LLC (“Equitable Century Group”) is a California limited liability corporation registered with the California Secretary of State.
6. Defendant Equitable Century Group represented that its principal place of business was located at 10866 Wilshire Blvd. #400, Los Angeles, California, 90024.
7. At other times, Defendant Equitable Century Group has represented that its place of business was 468 N. Camden Drive, Beverly Hills, California, 90210.
8. Defendant 1st Financial Associates, LLC (“1st Financial”) is a California limited liability corporation registered with the California Secretary of State.
9. Defendant 1st Financial represented that its principal place of business was 625 Hauser Blvd., Unit 201, Los Angeles, California, 90036-3745.
10. Defendant Grinnell is a natural person who resides at 10535 Lindley Ave., Apt 10, Porter Ranch, CA 91326-3238.
11. Defendant Grinnell did business as Equitable Century Group.
12. Defendant Grinnell did business as 1st Financial.

13. Upon information and belief, 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.
14. Upon information and belief, Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Equitable Century Group, as described in this Complaint.
15. 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.
16. Upon information and belief, Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant 1st Financial, as described in this Complaint.
17. 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.
18. 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.
19. 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).
20. Defendants engage in “debt adjusting” as defined in R.C. 4710.01(B) in that Defendants, 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.

STATEMENT OF FACTS

21. Defendants represented that they could help consumers by negotiating a loan modification or other loan adjustment with the consumers' lenders or mortgage servicers.
22. Defendants advertised their mortgage loan modification services via telephone calls to consumers wherein Defendants solicited consumers to purchase loan modification services.
23. Defendants represented to consumers that a full refund would be provided if a final loan modification was not obtained within three months.
24. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for consumers.
25. Defendants charged Ohio consumers initial fees of \$1,000 or more prior to the initiation of any services.
26. Defendants charged Ohio consumers fees or contributions in excess of \$100 per calendar year for their loan modification services.
27. Defendants failed to obtain loan modifications for consumers or failed to provide the entirety of services that were promised to consumers.
28. 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.
29. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.

30. 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.
31. Defendants failed to provide refunds to consumers for whom they did not provide loan modifications.
32. 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.
33. Consumers who did business with the Defendants and never received loan modifications or refunds were left in worse financial situations than they were in before doing business with Defendants.

FIRST CAUSE OF ACTION

Violations of the CSPA

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Three (1-33) of this Complaint.
35. 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.
36. 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 as required by R.C. 1703.01 et seq.

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).

SECOND CAUSE OF ACTION

Violations of the Debt Adjuster's Act

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Three (1-33) of this Complaint.
39. 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.
40. 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

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A PERMANENT INJUNCTION** enjoining 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, 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., 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. **DECLARE** that each act or practice complained of herein violates the CSPA, its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the DAA in the manner set forth in this Complaint.
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay 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 a civil penalty of \$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 Defendants 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.
- H. **ISSUE A PERMANENT INJUNCTION** prohibiting Defendant Grinnell from engaging in any mortgage or debt-related consumer transactions with Ohio consumers.
- I. **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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