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JAN 29 2014

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

LAURA COX, et al.,

Plaintiffs,

v.

CERTIFIED FINANCIAL PROTECTION
GROUP, LLC, et al.,

Defendants.

Case No. RIC 1214494
**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Action Filed: Sept. 26, 2012

16 **WHEREAS**, Plaintiffs Laura Cox, Troy Cox, Kenneth Payne, Thomas Rawdon, Richard
17 Whitehurst, Amos Hoolihan, Violet Hoolihan, Gregory Scott, Susan Motley, Christopher
18 Motley, Allison Chorpening, Mark Chorpening, Marc Jaffa, Judy Travis, Karen Warren, and
19 Patricia Levitan (collectively, "Plaintiffs") have initiated a lawsuit against defendants Michael B.
20 Wayman; Certified Financial Protection Group, LLC; Financial Hope for America, Inc.;
21 SafeHouse 911, LLC, d/b/a Safehouse Professional Mortgage Restructuring 911; and U.S.
22 Financial Advantage (collectively, "Defendants," and together with Plaintiffs, "Parties"), among
23 others, in California Superior Court for the County of Riverside, styled *Laura Cox, et al. v.*
24 *Certified Financial Protection Group, LLC, et al.*, Case No. RIC 1214494 ("Lawsuit");

25 **WHEREAS**, Plaintiffs have stated claims against Defendants, among others, for: (1)
26 breach of contract; (2) breach of fiduciary duty; (3) breach of implied duty of good faith and fair
27 dealing; (4) intentional misrepresentation; (5) negligent misrepresentation; (6) false promise; (7)
28 false advertising in violation of California Business and Professions Code, Section 17500, et

1 seq.; (8) unfair competition in violation of California Business and Professions Code, Section
2 17200, et seq.; (9) violation of the Mortgage Foreclosure Consultants Act, California Civil Code,
3 Section 2945, et seq.; (10) violation of the Elder Financial Abuse Act, California Welfare &
4 Institutions Code, Section 15600, et seq.; and (11) violation of California Civil Code, Section
5 3345;

6 **WHEREAS**, the Parties entered into and agreed to be bound by a confidential settlement
7 agreement (“Confidential Settlement Agreement”);

8 **WHEREAS**, the Parties each consent to personal jurisdiction in Superior Court for the
9 County of Riverside for purposes of enforcing the Confidential Settlement Agreement, the
10 Judgment, and the Permanent Injunction;

11 **WHEREAS**, the Parties each agree that exclusive venue for any action brought to
12 enforce or interpret the Confidential Settlement Agreement, the Judgment, or the Permanent
13 Injunction shall lie in the California Superior Court for the County of Riverside;

14 **WHEREAS**, pursuant to California Code of Civil Procedure, Section 664.6, the Parties
15 have stipulated to this Court having continuing jurisdiction over the implementation of the
16 Confidential Settlement Agreement, the Judgment, and the Permanent Injunction.

17 Having reviewed and considered the Parties’ stipulation and other relevant papers,

18 **IT IS HEREBY ORDERED** that:

19 **I. MONETARY JUDGMENT**

20 A monetary judgment in favor of Plaintiffs and against Defendants shall be immediately
21 entered for [REDACTED], which will be paid by Defendants according to the payment schedule
22 contained in the Confidential Settlement Agreement. Furthermore, the Court **FINDS AND**
23 **DECREES** that such judgment is based upon Defendants’ fraudulent conduct with regard to
24 Plaintiffs, while acting as fiduciaries to Plaintiffs, and Defendants’ willful and malicious actions
25 toward Plaintiffs that resulted in harm to Plaintiffs and Plaintiffs’ property.

26 **II. RETENTION OF JURISDICTION**

27 This Court will retain jurisdiction over the Parties and of this matter in law and equity for
28 purposes of enforcing and/or adjudicating claims of violations of this Order, the Final Judgment

1 and Permanent Injunction, and any disputes arising in connection with the Confidential
2 Settlement Agreement. Any such matters will be raised by noticed motion.

3 **III. PERMANENT INJUNCTION**

4 Defendants, their affiliates, agents, employees, servants, representatives, assigns, and
5 anyone else under their indirect or direct control or acting for their direct or indirect benefit are
6 **PERMANENTLY RESTRAINED AND ENJOINED** from:

7 1. Unlawfully marketing, advertising, offering, selling or carrying out Mortgage
8 Assistance Relief Services, or aiding and abetting the unlawful marketing, advertising, offering,
9 selling or carrying out of Mortgage Assistance Relief Services;

10 a. The term "Mortgage Assistance Relief Services" shall mean any service, plan or
11 program offered or provided to the consumer in exchange for consideration, that
12 is represented, expressly or by implication, to assist or attempt to assist the
13 consumer with any of the following:

- 14 i. Stopping, preventing or postponing any mortgage or deed of trust
15 foreclosure sale for the consumer's dwelling, any repossession of the
16 consumer's dwelling or otherwise saving the consumer's dwelling from
17 foreclosure or repossession;
- 18 ii. Negotiating, obtaining or arranging a modification of any term of a
19 dwelling loan, including a reduction in the amount of interest, principal
20 balance, monthly payments or fees;
- 21 iii. Obtaining any forbearance or modification in the timing of payments from
22 any dwelling loan holder or servicer on any dwelling loan;
- 23 iv. Negotiating, obtaining, or arranging any extension of the period of time
24 within which a consumer may:
- 25 1. Cure his or her default on a dwelling loan,
26 2. Reinstate his or her dwelling loan,
27 3. Redeem a dwelling, or
28 4. Exercise any right to reinstate a dwelling loan or redeem a

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dwelling;

v. Obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling; or

vi. Negotiating, obtaining, or arranging:

- 1. A short sale of a dwelling,
- 2. A deed-in-lieu of foreclosure, or
- 3. Any other disposition of a dwelling other than a sale to a third party who is not the dwelling loan holder;

2. Owning, managing, operating, creating or assisting in the creation of any entity that unlawfully markets, advertises, offers, sells or carries out Mortgage Assistance Relief Services;

3. Being employed by, or serving as a consultant to, any person or entity that unlawfully sells or carries out Mortgage Assistance Relief Services;

4. Engaging in unfair competition as defined in Business and Professions Code section 17200 including, but not limited to:

- a. Charging consumers an upfront fee for Mortgage Assistance Relief Services;
- b. Misrepresenting to consumers the nature and mechanics of Mortgage Assistance Relief Services;
- c. Falsely promising to engage in negotiations with consumers' mortgage lenders or servicers;
- d. Misrepresenting the progress of loan modification applications;
- e. Falsely representing that refunds would be issued if the offered Mortgage Relief Assistance Services did not succeed;
- f. Encouraging consumers to stop paying their monthly mortgage payments and/or communicating with their lenders or servicers; and
- g. Forming a business or organizational entity or operating as a "doing business as" organization as a method of evading consumers;

5. Engaging in advertising, marketing or promoting its services and products in a

1 false, materially misleading or deceptive manner in the State of California under Business and
2 Professions Code section 17200 and/or section 17500;

3 6. Engaging in the operation of any business or practice or sales of goods without
4 the appropriate licenses; and

5 7. Engaging in any business or commercial activity without a legally registered and
6 incorporated entity.

7 **IT IS FURTHER ORDERED** that:

8 1. Any proceeding before this Court to enforce the terms of this Permanent
9 Injunction shall be resolved by means of a noticed motion without the necessity of filing a new
10 and separate action. The Parties to such proceedings will be permitted to submit evidence and
11 memoranda of points and authorities according to the ordinary briefing requirements for a
12 noticed motion as set forth by the California Rules of Civil Procedure and this Court's local rules
13 then in effect. The Court shall have discretion to allow live testimony or other evidence in
14 addition to any documentary evidence or declarations submitted as part of the noticed motion
15 briefings. The Court shall determine whether Defendants have violated the terms of this
16 Permanent Injunction. A "violation" shall be defined as the failure to comply with paragraphs 1
17 through 7 above, or any breach of the Confidential Settlement Agreement, as defined therein. If
18 the Court finds that Defendants have violated this Permanent Injunction, Plaintiffs will recover
19 their reasonable associated attorneys' fees, expenses, and costs, in addition to any remedies
20 otherwise available to Plaintiffs, including such remedies provided for in the Confidential
21 Settlement Agreement.

22 2. If any provision of the Permanent Injunction is later found to be invalid, illegal, or
23 unenforceable in any respect, that provision shall nevertheless be enforced to the extent
24 permissible, and such invalidity, illegality, or unenforceability will not affect any other provision
25 of this Permanent Injunction.

26 3. This Permanent Injunction binds and inures to the benefit of the Parties thereto
27 and their respective successors or assigns, provided that Defendants may not assign, delegate, or
28 otherwise transfer any of the rights or obligations under this Permanent Injunction without the

1 prior written consent of Plaintiffs.

2 **STIPULATION ACCEPTED AND ORDER GRANTED.**

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4 Dated: 1-16-14



Judge of the Superior Court

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6 **Daniel A. Ottolia**

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