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2 **GREAT AMERICAN INSURANCE**
3 **COMPANY, AN OHIO CORPORATION,**

4 **Cross-Complainant,**

5 **v.**

6 **THE DAVITT CORPORATION, A CALIFORNIA**
7 **CORPORATION, JAMES P; DAVITT, AN**
8 **INDIVIDUAL; AND DOES 1 THROUGH 50,**
9 **INCLUSIVE,**

10 **Cross-Defendants.**

11 **MARIA SALAZAR, AN INDIVIDUAL,**

12 **Cross-Complainant,**

13 **v.**

14 **JAMES P. DAVITT, AN INDIVIDUAL, JORDAN**
15 **VAN ATTA, AN INDIVIDUAL, AND DOES 1**
16 **THROUGH 50, INCLUSIVE,**

17 **Cross-Defendants.**

18 The People of the State of California, appearing through Attorney General Xavier
19 Becerra, and Defendant Kamrin T. Kelly (Defendant Kelly), appearing through his attorney,
20 Elliot A. Rosenberger, having stipulated and consented to the entry of this Judgment without the
21 taking of proof and without trial or adjudication of any fact or law herein, without this Judgment
22 constituting evidence of or an admission by Defendant Kelly regarding any issue of law or fact
23 alleged in the Complaint on file, and without Defendant Kelly admitting any liability regarding
24 allegations of violations that occurred prior to entry of this Judgment, and the Court having
25 considered the matter and good cause appearing:

26 **IT IS HEREBY ORDERED THAT:**

- 27 1. This Court has jurisdiction of the subject matter hereof and the parties hereto.
28 2. Venue is proper in this Court.
3. Nothing in this Judgment alters the requirements of federal or state law to the
extent they offer greater protection to consumers.

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1 4. The Court shall retain continuing jurisdiction for the purpose of enabling any party
2 to the Judgment to apply to the Court at any time for such further orders and directions as may be
3 necessary or appropriate for the construction or the carrying out of this Judgment, for the
4 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith, or
5 for the punishment of violations hereof, if any.

6 5. Penalties of \$25,000 (twenty-five thousand) are assessed against Defendant Kelly
7 under Business and Professions Code sections 17206.

8 6. Defendant Kelly shall pay penalties of \$25,000 (twenty-five thousand) to Plaintiff.
9 Payment shall be made at the rate of \$2,500 (two thousand and five hundred) per year for ten (10)
10 years as follows:

11 a. Defendant Kelly shall pay the first installment of \$2,500 on or before
12 August 1, 2019. The nine remaining installment payments of \$2,500 are due on or
13 before August 1st of each successive year until 2028.

14 b. The outstanding balance becomes immediately due and payable upon
15 Defendant Kelly's death or if any installment payment is more than thirty (30)
16 days late. The penalties do not accrue interest unless and until Defendant Kelly is
17 more than thirty (30) days late with his installment payment. If any payment is
18 more than thirty (30) days late, the People may collect the remaining amount due,
19 including interest at the statutory rate, running from the payment due date, as well
20 as any costs associated with enforcement of the Judgment.

21 c. All penalty payments shall be made payable to the California Department
22 of Justice and mailed to the Accounting Cashier, California Department of Justice,
23 1300 I Street, Sacramento, CA 9184. Each check shall bear on its face the
24 Attorney General docket number of this case, LA2017507005. A photocopy of
25 each check shall be sent at the same time to W. Richard Sintek, Office of the
26 Attorney General, P.O. Box 85266, San Diego, CA 92186-5266.

27 7. This Judgment shall have res judicata effect and shall resolve any claim by the
28 People against Defendant Kelly that the People might have asserted based on the acts or practices

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1 described in the First Amended Complaint in this action, to the extent such acts or practices
2 occurred before the date of this Judgment and were known to the People as of the date of this
3 Judgment.

4 8. Defendant Kelly shall be and hereby is permanently enjoined and restrained, under
5 California Business and Professions Code section 17203, from engaging in any of the following
6 acts or practices:

7 a. Requesting or receiving payment of any fee or consideration from a person for
8 goods or services represented to recover or otherwise assist in the return of money
9 or any other item of value paid for by, or promised to, that person in a previous
10 telemarketing transaction, until seven business days after that money or other item is
11 delivered to that person; and

12 b. Making or disseminating any false or misleading statements in connection with
13 any telemarketing transaction.

14 9. If any party to this Judgment brings an action to enforce any terms of this
15 Judgment, the prevailing party shall be entitled to its reasonable costs of enforcement, including
16 attorney fees and costs and expert witness fees.

17 10. Except as expressly provided in this Judgment, each party to this Judgment shall
18 pay its own attorney fees, expert witness fees, and costs of litigation.

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IT IS SO HEREBY ORDERED. The Clerk of the Court is directed to enter this Judgment forthwith.

Dated: MAY 15 2019 , 2019

Barbara M. Schepel

Judge of the Superior Court
BARBARA M. SCHEPER

LA2017507005



05/16/2019



I certify that this is a true and correct copy of the original on file in this office consisting of 4 pages

SHERRI R. CARTER, Executive Officer / Clerk of the Superior Court of California, County of Los Angeles

~~MAY 23 2019~~ Deputy

MANUEL GINES