

1 EDMUND G. BROWN JR.
Attorney General of California
2 FRANCES T. GRUNDER (State Bar No. 163804)
Senior Assistant Attorney General
3 ROBYN C. SMITH (State Bar No. 165446)
Supervising Deputy Attorney General
4 BENJAMIN DIEHL (State Bar No. 192984)
✓ KRISTINA KETCHEL (State Bar No. 247829)
5 Deputy Attorneys General

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AUG 12 2010

LOS ANGELES
SUPERIOR COURT

REC'D

AUG 06 2010
FILING WINDOW



8 *Attorneys for Plaintiff People of the State of
California*

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

14 **PEOPLE OF THE STATE OF
CALIFORNIA,**
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16 Plaintiff,
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18 v.
19 **UNITED FIRST, INC., a Nevada
corporation; MW ROTH, PLC; a California
corporation; PAUL NOE, an individual;
20 MITCHELL ROTH, an individual; and
DOES 1-100,**
21
22 Defendants.

Case No. BC 417194

STIPULATION FOR ENTRY
OF FINAL JUDGMENT AND
PERMANENT INJUNCTION AS TO
DEFENDANTS MITCHELL ROTH AND
MW ROTH, PLC

23
24 Plaintiff, the People of the State of California, appearing through its attorneys, Edmund G.
25 Brown Jr., Attorney General of the State of California, by Kristina Ketchel, Deputy Attorney
26 General, and Defendants MW Roth, PLC and Mitchell Roth, Mr. Roth appearing through his
27 attorney Fredric J. Greenblatt, Greenblatt & Associates, Attorneys at Law, and MW Roth, PLC by
28 its principal, Mr. Roth, stipulate as follows:

STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO
DEFENDANTS MITCHELL ROTH AND MW ROTH, PLC

1 1. The Stipulated Final Judgment and Permanent Injunction (“Final Judgment”), a copy
2 of which is attached hereto as Exhibit A, may be entered in this matter, and entry of the Final
3 Judgment may be ordered by a Judge of the Superior Court. Counsel for Plaintiff may submit the
4 Stipulated Judgment to any judge or commissioner of the superior court for approval and
5 signature, during the court’s ex parte calendar or on any other ex parte basis. Defendants
6 Mitchell Roth and MW Roth, PLC waive the right to any personal notice of any such ex parte
7 submission of the Stipulated Judgment to the court. Counsel for Mitchell Roth shall receive 48
8 hours telephonic notice.

9 2. The Court has jurisdiction over the subject matter and over the parties hereto.

10 3. Defendants Mitchell Roth and MW Roth, PLC hereby waive the right to appeal, to
11 attempt to set aside or vacate, or otherwise to attack, directly or collaterally, the Final Judgment
12 upon its entry pursuant to this Stipulation.

13 4. Without waiving its attorney-client privilege as to the nature of any and all
14 communications, Defendant Mitchell Roth acknowledges that he has been represented by legal
15 counsel throughout the negotiations which preceded the execution of this Stipulation, and that he
16 executed this Stipulation with the consent and on the advice of such counsel.

17 5. Defendants Mitchell Roth and MW Roth, PLC agree to be bound, as of the date of the
18 signatures on this Stipulation, by the provisions of the Final Judgment as though then and there
19 ordered by the Court, that such signature in and of itself constitutes notice to Defendants Mitchell
20 Roth and MW Roth, PLC of the Court’s issuance of the Final Judgment and the contents thereof,
21 and Defendants Mitchell Roth and MW Roth, PLC waive any further notice or service of this
22 Final Judgment. A conformed copy of the signed Judgment shall be served on counsel for
23 Mitchell Roth.

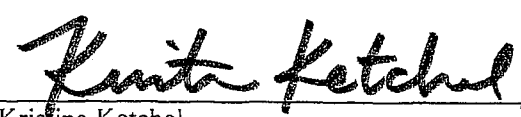
24 6. By stipulating to the Final Judgment and agreeing to comply with its terms,
25 Defendants Mitchell Roth and MW Roth, PLC do not admit any facts or conclusions of law.
26 Nothing in this Stipulation or the Final Judgment shall be construed in this, or any other,
27 proceeding as an admission by Defendants Mitchell Roth and MW Roth, PLC of any fact,
28 conclusion of law, issue of law or violation of law, nor shall compliance with the Final Judgment

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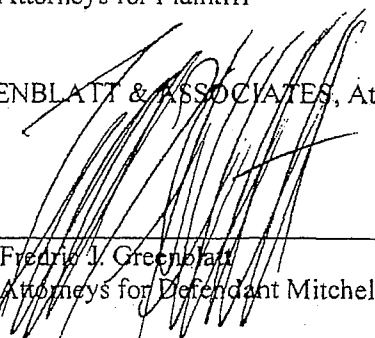
constitute or be construed as an admission by Defendants Mitchell Roth and MW Roth, PLC of any fact, conclusion of law, issue of law, or violation of law.

7. The parties stipulate that the attached Final Judgment, fully and completely contains all of the agreements between the parties, that there are no other agreements and that the Final Judgment supersedes any and all prior written or oral agreements and negotiations between the parties.

EDMUND G. BROWN JR., Attorney General
State of California

DATED: August 2, 2010 By: 
Kristina Ketchel
Deputy Attorney General
Attorneys for Plaintiff

GREENBLATT & ASSOCIATES, Attorneys at Law

DATED: 16 July 2010 By: 
Fredrick J. Greenblatt
Attorneys for Defendant Mitchell Roth

MW Roth, PLC
Defendant


DATED: 7/15/2010 By: 
Mitchell Roth, Principal

EXHIBIT A

1 EDMUND G. BROWN JR.
Attorney General of California
2 FRANCES T. GRUNDER (State Bar No. 163804)
Senior Assistant Attorney General
3 ROBYN C. SMITH (State Bar No. 165446)
Supervising Deputy Attorney General
4 BENJAMIN DIEHL (State Bar No. 192984)
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5 Deputy Attorneys General



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8 *Attorneys for Plaintiff People of the State of California*

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
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14 **PEOPLE OF THE STATE OF CALIFORNIA,**

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16 Plaintiff,

17 v.

18 **UNITED FIRST, INC., a Nevada corporation; MW ROTH, PLC; a California corporation; PAUL NOE, an individual; MITCHELL ROTH, an individual; and DOES 1-100,**

19
20
21 Defendants.
22

Case No. BC 417194

FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO DEFENDANTS MITCHELL ROTH AND MW ROTH, PLC

23
24 Plaintiff, the People of the State of California, appearing through its attorney, Edmund G.
25 Brown Jr., Attorney General of the State of California, by Kristina Ketchel, Deputy Attorney
26 General, and Defendants MW Roth, PLC and Mitchell Roth, Mr. Roth appearing through his
27 attorney Fredric J. Greenblatt, Greenblatt & Associates, Attorneys at Law, and MW Roth, PLC by
28

1 its principal, Mr. Roth, have stipulated to the entry of this Final Judgment and Permanent
2 Injunction (Judgment).

3 This Judgment is entered without the taking of any evidence and without trial or
4 adjudication of any issue of law or fact. This Judgment does not constitute evidence of or an
5 admission by the Defendants regarding any issue of law or fact alleged in the Complaint. This
6 Judgment and the Stipulation for Entry of Final Judgment constitute the complete, final, and
7 exclusive agreement between the parties and supersede any prior written or oral agreements
8 between the parties.

9 Therefore, the parties, having waived their rights of appeal and having approved this
10 Judgment as to form and content:

11 IT IS HEREBY ORDERED THAT:

12 1. This Court has jurisdiction over the parties and the subject matter of this action, and
13 venue is proper in this Court.

14 2. All relief under Paragraphs 3 through 7 of this Judgment is ordered under the
15 California Business and Professions Code, sections 17203 and 17535.

16 3. For purposes of this judgment, the term "credit repair" means any conduct specified
17 in California Civil Code, section 1789.12, subdivision (a).

18 4. For purposes of this judgment, "mortgage loan modification or foreclosure relief
19 services" means any good, service, plan, or program that is represented, expressly or by
20 implication, to assist a consumer in any manner to (a) stop, prevent, or postpone any residential
21 mortgage or deed of trust foreclosures sale; (b) obtain or arrange a modification of any term of a
22 residential loan, deed of trust, or mortgage; (c) obtain any forbearance from any mortgage loan
23 holder or servicer on any residential loan, deed of trust, or mortgage; (d) exercise any right of
24 reinstatement of any residential mortgage loan; (e) obtain, arrange, or attempt to obtain or arrange
25 any extension of the period within which the owner of residential property sold at foreclosure
26 may cure his or her default or reinstate his or her obligation; (f) obtain any waiver of an
27 acceleration clause contained in any promissory note or contract secured by a deed of trust; (g)
28 obtain a loan or advance of funds that is connected to the consumer's home ownership; (h) avoid

1 or ameliorate the impairment of the consumer's credit record, credit history, or credit rating that is
2 connected to the consumer's home ownership; (i) assist the consumer in obtaining proceeds from
3 the foreclosure sale of the consumer's residence; (j) obtain or arrange a pre-foreclosure sale, short
4 sale, or deed-in-lieu of foreclosure of a consumer's residence; (k) obtain or arrange a refinancing,
5 recapitalization, or reinstatement of a residential loan, deed of trust, or mortgage; (l) audit or
6 examine a consumer's mortgage or home loan application; or (m) obtain, arrange, or attempt to
7 obtain or arrange any extension of the period within which the renter of residential property sold
8 at foreclosure may continue to occupy the property. This includes any form of assistance,
9 including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the
10 purpose of distributing it to creditors; performing a review or any type of audit of mortgage loan
11 documents; contacting creditors or servicers on behalf of a consumer; giving advance of any kind
12 with respect to filing for bankruptcy; and any services delineated in California Civil Code section
13 2945.1, subdivision (a).

14 5. Defendants Mitchell Roth and MW Roth, PLC are permanently restrained and
15 enjoined from engaging, directly or indirectly, in any of the following acts or practices:

16 a. Advertising, marketing, promoting, offering for sale, or selling any services
17 (whether legal or otherwise) related to mortgage loan modification or foreclosure relief services,
18 or credit repair; and

19 b. Assisting others engaged in advertising, marketing, promoting, offering for
20 sale, or selling any services (whether legal or otherwise) related to mortgage loan modification or
21 foreclosure relief services or credit repair.

22 6. Defendants Mitchell Roth and MW Roth, PLC are permanently restrained and
23 enjoined from making any improper claims on homeowners' insurance policies issued to former
24 clients of any Defendant in this matter. In addition, Defendants Mitchell Roth and MW Roth,
25 PLC shall cooperate so that homeowners are able to remove any Defendant to this matter as a
26 beneficiary from any property insurance policies issued to any client of any Defendant in this
27 matter, including but not limited to, signing any forms any insurance company may require in
28 order to memorialize any such change.

1 7. Defendants Mitchell Roth and MW Roth, PLC and their successors, assigns, officers,
2 agents, servants, employees, and corporations, and those persons or entities in active concert or
3 participation with any of them who receive actual or constructive notice of this Judgment, are
4 permanently restrained and enjoined from making any untrue or misleading statement, whether
5 written or oral, about:

6 a. The ability to improve or otherwise affect a consumer's credit record, credit
7 history, credit rating, or ability to obtain credit;

8 b. The ability to postpone or prevent foreclosure, modify a mortgage loan, or
9 provide any mortgage loan modification or foreclosure relief services;

10 c. The terms of any mortgage loan modification, including any of the following
11 specified terms: annual percentage rates, interest rates, reduction in principal balance,
12 monthly payments, loan forbearance, or reinstatement; or

13 d. The validity of any existing mortgage loan or deed of trust.

14 8. Defendants Mitchell Roth and MW Roth, PLC and their successors, assigns, officers,
15 agents, servants, employees, and corporations, and those persons in active concert or participation
16 with them who receive actual or constructive notice of this Judgment, are permanently restrained
17 and enjoined from demanding payment on or enforcing or threatening to enforce any contract or
18 agreement for the sale or providing of any services (whether legal or otherwise) related to
19 mortgage loan modification or foreclosure relief services or credit repair, entered into by
20 Defendants prior to the effective date of this Judgment.

21 9. Judgment is hereby entered for civil penalties under California Business and
22 Professions Code sections 17206 and 17536 in favor of Plaintiff and against Defendants Mitchell
23 Roth and MW Roth, PLC, jointly and severally, in the amount of \$125,000.

24 10. Judgment is hereby entered for restitution under California Business and Professions
25 Code sections 17203 and 17535 in favor of Plaintiff and against Defendants Mitchell Roth and
26 MW Roth, PLC, jointly and severally, in the amount of \$1,000,000, as restitution for California
27 consumers who paid any fees to Defendants Paul Noe, United First, Inc., Mitchell Roth or MW
28 Roth, PLC in connection with any contract or agreement for the provision of any services

1 (whether legal or otherwise) related to mortgage loan modification or foreclosure relief services,
2 or credit repair. Plaintiff, in its discretion, may determine the eligibility of any individual for
3 restitution available under this Judgment; pay restitution directly to eligible individuals in
4 accordance with any reasonable plan or method, including restitution to all eligible individuals, or
5 to groups of eligible individuals reasonably selected by Plaintiff in its discretion, on a full, *pro*
6 *rata*, or differential basis; and distribute any remaining restitution as additional civil penalties
7 after payment of restitution as set forth in this paragraph. At Plaintiff's option, restitution may be
8 administered by a third party administrator, who shall administer restitution according to this
9 Judgment. Payment for services rendered by the restitution administrator shall be paid entirely
10 and solely from funds allocated as restitution. Defendants shall make a good faith effort to
11 cooperate with Plaintiff in determining which consumers are entitled to restitution.

12 11. Payments made pursuant to paragraphs 9 and 10 shall be by certified checks made
13 payable to the California Attorney General's Office and delivered to Plaintiff at the following
14 address: Department of Justice, Office of the Attorney General, 300 South Spring Street, Suite
15 1702, Los Angeles, CA 90013. Attn: Deputy Attorney General Kristina Ketchel.

16 12. Defendants shall reasonably cooperate with the Attorney General in any investigation
17 concerning compliance with this Judgment. Any duly authorized representative of the California
18 Attorney General shall, upon reasonable notice to Mitchell Roth or MW Roth, PLC, be permitted
19 to inspect and copy all books, ledgers, accounts, correspondence, memoranda, recordings,
20 contracts, banking records or other records or documents in the possession or under the control of
21 Mitchell Roth or MW Roth, PLC which relate to any of the matters contained in this Judgment.

22 13. This Judgment fully and finally resolves only those matters specifically set forth in
23 the allegations of the Complaint and the Amended Answer filed in this action and any rulings of
24 the Court, for conduct which occurred before entry of this Judgment. This Judgment is not
25 intended to change or alter any decisions of the Court previously made.

26 14. This Judgment resolves only Plaintiff's claims as to Defendants Mitchell Roth and
27 MW Roth, PLC. Plaintiff is granted leave to proceed against all remaining Defendants to this
28 action: Paul Noe, United First, Inc., and Does 1 through 100, inclusive.

1 15. Defendants Mitchell Roth and MW Roth, PLC shall maintain and provide
2 information to and reasonably cooperate with Plaintiff in connection with the prosecution of the
3 above captioned action and in accordance with this Judgment. Duties under this paragraph
4 include:

5 a. Being available upon 20 days notice for interviews by Plaintiff's counsel or
6 other representatives of Plaintiff, in connection with this action.

7 b. Attending depositions, trials or hearings on 20 days notice and in connection
8 with this action, without the necessity of a subpoena or personal service;

9 c. Testifying truthfully and completely at any deposition, trial or hearing in
10 connection with this action;

11 d. Providing any documents and other tangible things requested by Plaintiff on 30
12 days notice to the extent such documents have not already been provided and are in the
13 possession and/or control of Mitchell Roth, without the necessity of a subpoena or personal
14 service and without objection;

15 e. Not objecting to efforts by Plaintiff to obtain documents or other discovery
16 from any other named defendant to this action or any third party;

17 f. Protecting, preserving and maintaining all records and correspondence,
18 including client files, which are now in or later come into their possession, custody or
19 control, that were sent to, received from, or in any way relate to any of the defendants to
20 this action or their representatives, or to aid defendants' business practices, or to any of the
21 allegations in the Complaint in this matter; and

22 g. Otherwise cooperating with the Plaintiff's prosecution of this action.

23 16. This Judgment does not limit Plaintiff's right to seek additional discovery from
24 Mitchell Roth or MW Roth, PLC in the prosecution of this case or other actions or proceedings,
25 or to seek such discovery under procedures otherwise allowed by law.

26 17. Mitchell Roth and MW Roth, PLC shall pay any fee the court may require for the
27 filing of the Stipulation for Entry of Stipulated Permanent Injunction and Judgment. Except as
28 otherwise set forth in this Judgment, each party shall bear its own costs and expenses of litigation.

1 18. Nothing in this Judgment shall be construed as relieving Mitchell Roth or MW Roth,
2 PLC of their obligations to comply, or as prohibiting Mitchell Roth or MW Roth, PLC from
3 complying, with all applicable local, state and federal laws, regulations, or rules, nor shall any of
4 the provisions of this Judgment be deemed to be permission to engage in any acts or practices
5 prohibited by any applicable law, regulation, or rule.

6 19. This Court shall retain jurisdiction over this matter for purposes of enabling any party
7 to this Judgment to apply to the Court at any time for further orders or directions as may be
8 necessary or appropriate for the construction or carrying out of this Judgment, for modification of
9 any of the injunctive provisions of this Judgment, for enforcement or compliance with this
10 Judgment, and/or for the punishment of any violation of this Judgment.

11 20. This Judgment shall be binding and effective immediately upon entry by the clerk of
12 this Court, and the clerk is ordered to enter this Judgment forthwith.

13
14 Date: **AUG 12 2010**

ZAVEN V. SINANIAN

Judge of the Superior Court

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