

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, Plaintiff, v. BURLINGTON FINANCIAL GROUP, L.L.C., and SANG YI, Defendants.	Case No. 2017 CA 002635 B
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CONSENT JUDGMENT AND ORDER

This matter comes before the Court on the motion of Plaintiff the District of Columbia (“District”), by and through its Attorney General, with the consent of Defendants Burlington Financial Group, L.L.C. (“BFG”) and Sang Yi (collectively “Defendants”), pursuant to SCR-Civil R. 68-I, for entry of this Consent Judgment and Order (“Judgment”). The District and Defendants, (collectively, the “Parties”) agree to the relief set forth in this Judgment, and the Court further finds that the entry of the Judgment is in the public interest.

This Judgment fully resolves this matter. Only the District may seek enforcement of this Judgment against Defendants.

I. THE PARTIES

1. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. Pursuant to D.C. Code §§ 28-3814 and 28-3909(a)-(b), the Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties,

costs, and attorneys' fees for violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.* and the District's Consumer Credit Service Organizations Act ("CCSOA"), D.C. Code § 28-4601, *et seq.*

2. Defendant BFG is a Maryland corporation with a principal place of business at 32 West Road, Suite 310, Towson, Maryland 21204. BFG describes itself as a debt validation business. BFG solicits consumers in the District of Columbia.

3. Defendant Sang Yi ("Yi") is one of two owners of BFG.

II. DEFINITIONS

4. "Consumer" shall include the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Judgment shall refer to any resident of the District of Columbia with whom Defendants have entered into an agreement to validate, dispute, resolve or reduce that consumer's debt.

III. PRIOR PROCEEDINGS

5. The District commenced this action with the filing of its Complaint on April 17, 2017.

6. In its action, the District alleges that Defendants have violated the District's CPPA by engaging in unlawful and deceptive practices that misled consumers, and have violated the District's CCSOA by, *inter alia*, receiving money prior to the completion of the services BFG agreed to perform.

7. Defendants deny that they have violated any laws, including the CPPA or the CCSOA.

8. The Parties have agreed to the relief set forth in this Judgment in order to fully resolve this matter.

IV. APPLICATION

9. The provisions of this Judgment shall apply to Defendant Yi and his agents, employees and assigns, and any partnership, corporation or entity in which he either currently, or in the future, has an ownership interest, has authority to control, or has the authority to establish policy.

10. The provisions of this Judgment shall apply to Defendant BFG and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly-owned subsidiaries, and all other persons acting in concert with BFG now and in the future.

11. The provisions of this Judgment shall apply to Defendants' services offered and sold to assist consumers validate, dispute, resolve or reduce their debts.

V. REPRESENTATIONS OF DEFENDANT YI

12. Defendant Yi represents that he is one of two owners of BFG.

13. Defendant Yi represents that BFG commenced doing business in the District of Columbia on or about January 2016.

14. Defendant Yi represents that he is responsible for formulating, directing, and controlling the acts or practices of BFG.

15. Defendant Yi represents that BFG has done business with only 17 consumers.

16. Defendant Yi represents that of the 17 consumers who have done business with BFG, only 9 of those consumers have made any payment to BFG.

17. Defendant Yi represents that the list attached hereto as Exhibit A represents all amounts paid to Defendants by consumers.

VI. INJUNCTIVE TERMS AS APPLICABLE IN THE DISTRICT OF COLUMBIA

18. Defendants shall not, directly or indirectly, offer or sell any services to consumers the purpose of which is to assist them validate, dispute, resolve or reduce their debts.

19. Defendants shall not make any oral or written statements that have the capacity, tendency, or effect of deceiving or misleading consumers.

20. Defendants shall not fail to state a material fact, the omission of which deceives or tends to deceive consumers.

21. Defendants shall not make or enforce unconscionable terms or provisions in its sales of services or property to consumers.

22. Defendants shall not sell, provide, or perform services for a fee that they represent:

- a. can improve a consumer's credit record, history, or rating; or
- b. provide advice or assistance to a consumer regarding any matter related to the consumer's personal, household, or family credit.

VII. PAYMENT TERMS

a. Restitution

23. Defendants shall pay restitution equal to the total amount that Defendants have collected from consumers for any services the purpose of which was to assist them validate, dispute, resolve or reduce their debts.

24. Within twenty (20) days of the date of this Consent Judgment, Defendants shall provide to the District checks made out to the full names of the nine consumers referenced by their initials in Exhibit A, in the amounts listed in Exhibit A.

25. If the District is unable to locate any of the nine consumers referenced in Exhibit A, and a check to any of the nine consumers provided to the District by Defendants expires,

Defendants agree to reissue any such check within ten (10) days, at the instruction of the District, either to the consumer or to the District to dispose of such funds in accordance with the District's unclaimed property laws, or for any other lawful purpose.

b. Penalties and Costs

26. Within twenty (20) days of the entry of this Judgment, Defendants shall pay to the District the sum of Twelve Thousand Dollars (\$12,000.00) for costs that the District has incurred investigating this matter.

27. Within twenty (20) days of the entry of this Judgment, Defendants shall pay the District the sum of Twenty Thousand Dollars (\$20,000.00) in civil penalties.

VIII. ADDITIONAL TERMS

28. Defendants understand that this Judgment is enforceable by the Office of Consumer Protection of the Office of the Attorney General for the District of Columbia and agrees that any violations of this Judgment, found by a Court of competent jurisdiction, shall be considered an unlawful practice that violates the Consumer Protection Procedures Act subjecting Defendants to the legal and equitable remedies provided in that statute.

29. If the District discovers that Defendants have done business with any consumers who are not referenced in Exhibit A, the District will provide notice to Defendants of the name of the consumer and the amounts paid by that consumer to Defendants.

30. Within ten (10) days of the District's provision of notice to Defendants of the discovery of any additional consumer(s) who have done business with Defendants, Defendants agree to provide restitution to the additional consumer(s) in the full amount of all payments made by the consumer to Defendants, and to make an additional payment to the District in the amount

of Two Thousand Dollars (\$2,000.00) per consumer for each consumer identified pursuant to this paragraph.

31. All notices under this Judgment shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Wendy Weinberg
Assistant Attorney General
441 4th Street, N.W., Suite 600 South
Washington, D.C. 20001
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Wendy.Weinberg@dc.gov

For the Defendants:

Robby Birnbaum
GreenspoonMarder
2255 Glades Road
Suite 400-E
Boca Raton, FL 33431
(954) 343-6959
Robby.Birnbaum@gmlaw.com

32. The District is entering into this Consent Judgment based on the representations made by Defendants in paragraphs 12 through 17 above. If the District uncovers evidence that those representations are materially false, Defendants agree that the District may seek to modify or rescind the terms of this Judgment by submission of such to a Court of competent jurisdiction.

33. This Court retains jurisdiction to enforce or modify the terms of this Judgment as necessary.

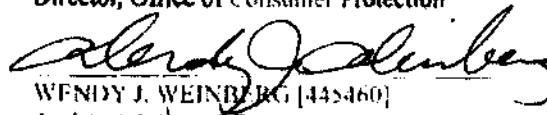
CONSENTED TO FOR THE DISTRICT OF COLUMBIA:

KARL A. RACINE
Attorney General for the District of Columbia

NATALIE LUDAWAY
Chief Deputy



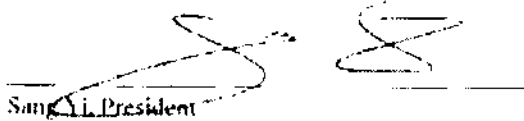
PHILIP ZIPERMAN [429484]
Director, Office of Consumer Protection




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Dated: 4/19/17

CONSENTED TO INDIVIDUALLY
AND FOR BURLINGTON FINANCIAL GROUP L.L.C.



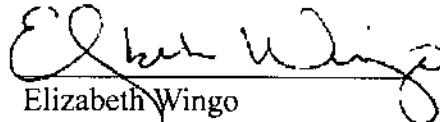
Sang Yi, President
Burlington Financial Group, L.L.C.
32 West Rd. Suite 310
Towson, MD 21204



Robly H. Birnbaum, Esq.
Greenspoon Gardner, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309
For Defendants Sang Yi and Burlington Financial Group, L.L.C.

Dated: May 23, 2017

SO ORDERED AND ADJUDGED.


Elizabeth Wingo
Judge, D.C. Superior Court