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**STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
SECURITIES DIVISION**

IN THE MATTER OF DETERMINING  
Whether there has been a violation of the  
Franchise Investment Protection Act of  
Washington by:

AM-PM DOC, LLC,  
Ramsey Habeeb Saffouri, and  
Lia Langston d.b.a. Westridge Group, LLC  
and d.b.a. Westridge Group, Inc.

Respondents.

Order No. S-21-3084-21-FO01

ENTRY OF FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND FINAL  
ORDER TO CEASE AND DESIST AS TO  
LIA LANGSTON D.B.A. WESTRIDGE GROUP,  
LLC AND D.B.A. WESTRIDGE GROUP, INC.

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**THE STATE OF WASHINGTON TO:**

**Lia Langston d.b.a. Westridge Group, LLC and  
d.b.a. Westridge Group, Inc.**

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On September 27, 2021, the Securities Administrator of the state of Washington issued a Statement of Charges and Notice of Intent to Enter Order to Cease and Desist, Order Number S-20-3053-21-SC01 (“Statement of Charges”). The Statement of Charges, together with a Notice of Opportunity for Hearing (“Notice”) and an Application for Adjudicative Hearing (“Application”), were served on Respondent Lia Langston d.b.a. Westridge Group, LLC and d.b.a. Westridge Group, Inc. (“Respondent”) on October 1, 2021 by certified U.S. Mail. The Notice advised the Respondent that the Application must be received within twenty days from the date of service. The Respondent failed to request an administrative hearing within twenty days of the date of service. Therefore, the Securities Administrator adopts as final the following Findings of Fact and Conclusions of Law as set forth in the Statement of Charges and enters a final order against the Respondent to cease and desist from violations of the Franchise Investment Protection Act.

ENTRY OF FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND FINAL  
ORDER TO CEASE AND DESIST

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Securities Division  
PO Box 9033  
Olympia, WA 98507-9033  
360-902-8760

1 **FINDINGS OF FACT**

2 **Respondents**

3 1. AM-PM DOC, LLC (“AMPM”) is a Delaware limited liability company with its primary place  
4 of business in Miami-Dade County, Florida. AMPM is in the business of offering licenses to operate in-home  
5 medical services to individuals and businesses. AMPM provides emergency medical service to the clients by  
6 contracting licensed medical practitioners to perform medical services on a house call basis, and provides a  
7 license to such practitioners to operate a medical house call business using the system developed by AMPM.

8 2. Ramsey Habeeb Saffouri (“Saffouri”), a Florida resident, is the founder, Chief Executive  
9 Officer, and managing member of AMPM.

10 3. Lia Langston, d.b.a. The Westridge Group, LLC and The Westridge Group, Inc. (“Langston”),  
11 is a recruiter for AMPM. Saffouri hired Langston to recruit prospective AMPM licensees in exchange for  
12 \$5,000 for each licensee recruited.

13 **Nature of Conduct**

14 *Unregistered Franchise Offer*

15 4. In early 2019, while looking at a nurse job posting website, a Washington resident (“ the  
16 Resident”) saw an ad for people who were interested in starting their own business. The Resident responded  
17 to the ad and was contacted by AMPM by email.

18 5. In April 2019, on behalf of AMPM, Langston sent the Resident an email that explained that  
19 their “Concierge Medicine” business opportunity was only for Nurse Practitioners and Physician Assistants  
20 and claimed that the Resident’s “income potential for this robust medical business is projected to be  
21 between \$1M to 2M per year.”

22 6. AMPM required the Resident to submit a questionnaire. Afterwards, Saffouri invited the  
23 Resident to Miami for an interview and conducted the in-person interview in June 2019.

1           7. On or around June 13, 2019, AMPM and the Resident entered into a license agreement (the  
2 "License Agreement") pursuant to which AMPM granted to the Resident the exclusive right and license to  
3 operate an AMPM "medical house call business" in Washington. In the License Agreement, AMPM granted  
4 the Resident the right to use its "Marks and System"; obligated itself to provide the Resident with training,  
5 grand opening/marketing program, manuals, marketing consultation and telephone answering services.

6           8. Per the License Agreement, AMPM charged the Resident a \$50,000 license fee, a monthly  
7 royalty fee of \$1,212 per month, 40% of the Resident's gross revenue and a \$10,000 fee for grand  
8 opening/marketing program assistance.

9           9. When the Resident explained that she did not have the \$50,000 license fee, Saffouri told her  
10 that he would help her obtain a loan. Saffouri referred the Resident to a loan broker, who arranged for the  
11 loan for which the interest rate was over 20%.

12           10. On or about July 15, 2020, the Resident mailed AMPM a cashier's check for \$50,000 per the  
13 company's instruction.

14           11. In September 2019, the Resident attended four days of training at the AMPM offices.  
15 Saffouri reviewed the marketing aspects of the business with the Resident and sent her on marketing calls  
16 with an AMPM employee. AMPM provided the Resident with training manuals, a "Medical Director  
17 Manual" and a "Sales Training Manual."

18           12. AMPM required the Resident to make mandatory and discretionary purchases of business  
19 supplies and materials from their approved vendors. The Resident purchased items that contained the  
20 AMPM names and logos such as marketing pamphlets, brochures, business cards, uniform, and medical  
21 bag.

22           13. Saffouri came to Seattle for the Resident's grand opening and accompanied her on her  
23 marketing calls. Saffouri charged the Resident \$10,000 for the grand opening assistance.

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14. AMPM provided the Resident online marketing on its website. AMPM referred clients to her and tracked her revenue through its billing system called the “AM PM DOC Power Station.”

*Registration*

15. The Respondents AMPM and Saffouri are not currently registered and have not been registered to offer and sell franchises in the State of Washington.

16. Respondent Langston is not currently registered and has not been registered as a franchise broker to offer and sell franchises in the State of Washington.

*Violations*

17. The Respondents AMPM, Saffouri and Langston failed to disclose to the Resident all of the material facts relating to the purchase of the franchise, including, but not limited to financial statements of AMPM.

18. Respondent Langston did not provide the Resident with the basis and assumptions regarding the ability to earn “between \$1M to 2M per year.”

Based upon the above Findings of Fact, the following Conclusions of Law are made:

**CONCLUSIONS OF LAW**

- 1. The offer of the franchise described above constitutes the offer and/or sale of a franchise as defined in RCW 19.100.010(6), RCW 19.100.010(12), and RCW 19.100.010(17).
- 2. The offer of a franchise to operate an AM-PM DOC business as described in Paragraphs Four through Fourteen above constitutes the offer and/or sale of an unregistered franchise in violation of RCW 19.100.020.

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3. The misrepresentation or omission of material facts made regarding the AM-PM DOC franchise opportunity as described in paragraphs Seventeen and Eighteen above is a violation of RCW 19.100.170.

4. Respondent Langston offered franchises in violation of RCW 19.100.140 because she was not registered as a franchise broker with the state of Washington at the time of the offer and/or sale of a franchise to a Washington resident.

Based upon the foregoing and finding it in the public interest:

**FINAL ORDER**

IT IS HEREBY ORDERED that Respondent Lia Langston d.b.a. Westridge Group, LLC and d.b.a. Westridge Group, Inc., and her agents and employees, each shall cease and desist from violations of RCW 19.100.020.

IT IS HEREBY ORDERED that Respondent Lia Langston d.b.a. Westridge Group, LLC and d.b.a. Westridge Group, Inc., and her agents and employees, each shall cease and desist from violations of RCW 19.100.170.

IT IS HEREBY ORDERED that Respondent Lia Langston d.b.a. Westridge Group, LLC and d.b.a. Westridge Group, Inc., and her agents and employees, shall cease and desist from violations of RCW 19.100.140.

**AUTHORITY AND PROCEDURE**

This Final Order is entered pursuant to RCW 19.100.248 and is subject to the provisions of RCW 19.100.260 and Chapter 34.05 RCW. Respondents have the right to petition the superior court for judicial review of this agency action under the provisions of Chapter 34.05 RCW. For the requirements for judicial

1 review, see RCW 34.05.510 and sections following.

2 WILLFUL VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE.

3 SIGNED and ENTERED this 28th day of October, 2021

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William M. Beatty  
Securities Administrator

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9 Approved by:

Presented by:

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Suzanne Sarason  
Chief of Enforcement

Martin Cordell  
Financial Legal Examiner

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