

SUPERIOR COURT
CIVIL CASE INFORMATION STATEMENT (CIS)

COUNTY: **N** K S

CIVIL ACTION NUMBER: _____

<p>Caption: STATE OF DELAWARE,</p> <hr/> <p style="text-align: center;">Plaintiff,</p> <hr/> <p>v.</p> <hr/> <p>CONSUMER RELIEF PROGRAMS, INC. & MARINUS PIETER VAN SWEEDEN,</p> <hr/> <p style="text-align: center;">Defendants.</p> <hr/>	<p>Civil Case Code: <u>CFRD</u></p> <p>Civil Case Type: <u>Fraud Enforcement</u> <small>(SEE REVERSE SIDE FOR CODE AND TYPE)</small></p> <p>Name and Status of Party filing document: STATE OF DELAWARE, PLAINTIFF</p> <hr/> <p>Document Type: (E.G.; COMPLAINT; ANSWER WITH COUNTERCLAIM) COMPLAINT</p> <hr/> <p style="text-align: right;">JURY DEMAND: YES ___ NO <u>X</u></p>
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<p>ATTORNEY NAME(S): <u>Gillian L. Andrews</u></p> <p>ATTORNEY ID(S): <u>5719</u></p> <p>FIRM NAME: <u>DELAWARE DEPARTMENT OF JUSTICE</u></p> <p>ADDRESS: <u>820 N. FRENCH STREET, 5TH FLOOR WILMINGTON, DE 19801</u></p> <p>TELEPHONE NUMBER: <u>302-577-8844</u></p> <p>FAX NUMBER: <u>302-577-6499</u></p> <p>E-MAIL ADDRESS: <u>Gillian.andrews@state.de.us</u></p> <hr/> <p><small>THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.</small></p>	<p>IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS: <u>None</u></p> <p>EXPLAIN THE RELATIONSHIP(S): _____ _____ _____</p> <p>OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: _____ _____ _____</p> <p>(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE) _____</p>
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**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE, *ex rel.* Joseph R.)
Biden, III, Attorney General,)

Plaintiff,)

v.)

CONSUMER RELIEF PROGRAMS, INC.,)
d/b/a Consumer Advocacy Assistance, a)
California corporation, and MARINUS)
PIETER VAN SWEEDEN,)

Defendants.)

C.A. No. _____

Service of Process pursuant to 10 *Del. C.* §§
3104(d)(3), 3111(a) and 8 *Del. C.* § 382(a)

TO: PROTHONOTARY OF NEW CASTLE COUNTY

PLEASE ISSUE a writ of Summons and a copy of the Complaint to the Plaintiff's counsel of record, commencing her to summon and direct Defendants Consumer Relief Programs, Inc. and Pieter Van Sweeden to answer the Complaint by serving Defendants with the Summons and a copy of the Complaint, at their last known addresses in accordance with 10 *Del. C.* § 3104(d)(3), and addressed as follows:

Consumer Relief Programs, Inc.
d/b/a Consumer Advocacy Assistance
14252 Culver Drive, #352
Irvine, CA 92604

Consumer Relief Programs, Inc.
d/b/a Consumer Advocacy Assistance
24881 Alicia Parkway, Suite #E516
Laguna Hills, CA 92653

Marinus Pieter Van Sweeden
14252 Culver Drive, #352
Irvine, CA 92604

[Signature Page Follows]

Dated: July 23, 2014

/s/Gillian L. Andrews
Gillian L. Andrews (#5719)
Deputy Attorney General
Consumer Protection Unit
Delaware Department of Justice
820 N. French Street, 5th Floor
Wilmington, DE 19801
(302) 577-8844
(302) 577-6499 – facsimile
Gillian.andrews@state.de.us

Attorney for State of Delaware

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE, *ex rel.* Joseph R. Biden, III, Attorney General,)

Plaintiff,)

v.)

CONSUMER RELIEF PROGRAMS, INC.,)
d/b/a Consumer Advocacy Assistance, a)
California corporation, and MARINUS)
PIETER VAN SWEEDEN,)

Defendants.)

C.A. No. _____

Service of Process pursuant to 10 *Del. C.* §§
3104(d)(3), 3111(a) and 8 *Del. C.* § 382(a)

PRAECIPE

TO: PROTHONOTARY OF NEW CASTLE COUNTY

PLEASE ISSUE a writ of Summons in the above captioned matter. The Defendant Consumer Relief Programs, Inc., d/b/a Consumer Advocacy Assistance can be served via the Secretary of State pursuant to 8 *Del. C.* § 382(a) and 10 *Del. C.* § 3111(a), at the following address:

Secretary of State
401 Federal Street
Dover, DE 19901

Dated: July 23, 2014

/s/Gillian L. Andrews
Gillian L. Andrews (#5719)
Deputy Attorney General
Consumer Protection Unit
Delaware Department of Justice
820 N. French Street, 5th Floor
Wilmington, DE 19801
(302) 577-8844
(302) 577-6499 – facsimile
Gillian.andrews@state.de.us

Attorney for State of Delaware

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE, *ex rel.* Joseph R.)
Biden, III, Attorney General,)
)
Plaintiff,)

C.A. No. _____

v.)

Service of Process pursuant to 10 *Del. C.* §§
3104(d)(3), 3111(a) and 8 *Del. C.* § 382(a)

CONSUMER RELIEF PROGRAMS, INC.,)
d/b/a Consumer Advocacy Assistance, a)
California corporation, and MARINUS)
PIETER VAN SWEEDEN,)
)
Defendants.)

TO PLAINTIFF'S COUNSEL, YOU ARE COMMANDED:

To summon the above named Defendants Consumer Relief Programs, Inc. and Marinus Pieter Van Sweeden, pursuant to 10 *Del. C.* § 3104(d)(3), so that, within 20 days after service hereof upon Defendants, exclusive of the day of service, said Defendants shall serve upon Gillian L. Andrews, attorney for the State of Delaware, Department of Justice, Consumer Protection Unit, 820 N. French Street, 5th Floor, Wilmington, DE 19801, an answer to the Complaint, and if an affidavit has been filed, an affidavit of defense.

To serve upon Defendants Consumer Relief Programs, Inc. and Marinus Pieter Van Sweeden, a copy hereof, of the Complaint, and of the affidavit of demand, if any has been filed by the Plaintiff pursuant to 10 *Del. C.* § 3901(d).

Dated: _____

Prothonotary

**TO THE ABOVE NAMED DEFENDANTS, CONSUMER RELIEF PROGRAMS, INC.
AND MARINUS PIETER VAN SWEEDEN:**

In the case of your failure within 20 days after service hereof upon you, exclusive of the day of service, to serve upon Plaintiff's attorney named above an answer to the Complaint, and if an affidavit of demand has been filed, an affidavit of defense, judgment by default will be rendered against you for the relief demanded in the Complaint or in the affidavit of demand, if any.

Prothonotary

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE, *ex rel.* Joseph R.)
Biden, III, Attorney General,)
)
Plaintiff,)

C.A. No. _____

v.)

Service of Process pursuant to 10 *Del. C.* §§
3104(d)(3), 3111(a) and 8 *Del. C.* § 382(a)

CONSUMER RELIEF PROGRAMS, INC.,)
d/b/a Consumer Advocacy Assistance, a)
California corporation, and MARINUS)
PIETER VAN SWEEDEN,)
)
Defendants.)

TO THE SHERIFF OF KENT COUNTY, YOU ARE COMMANDED:

To summon the above named Defendant, Consumer Relief Programs, Inc., by service pursuant to 8 *Del. C.* § 382(a) and 10 *Del. C.* § 3111(a) upon Consumer Relief Programs, Inc., a California corporation, by serving its agent by law the Secretary of State, so that, within 20 days after service hereof upon Defendant, exclusive of the day of service, said Defendant shall serve upon Gillian L. Andrews, attorney for the State of Delaware, Department of Justice, Consumer Protection Unit, 820 N. French Street, 5th Floor, Wilmington, DE 19801, an answer to the Complaint, and if an affidavit has been filed, an affidavit of defense.

To serve upon Defendant Consumer Relief Programs, Inc., a copy hereof, of the Complaint, and of the affidavit of demand, if any has been filed by the Plaintiff pursuant to 10 *Del. C.* § 3901(d).

Dated: _____

Prothonotary

TO THE ABOVE NAMED DEFENDANT, CONSUMER RELIEF PROGRAMS, INC.:

In the case of your failure within 20 days after service hereof upon you, exclusive of the day of service, to serve upon Plaintiff's attorney named above an answer to the Complaint, and if an affidavit of demand has been filed, an affidavit of defense, judgment by default will be rendered against you for the relief demanded in the Complaint or in the affidavit of demand, if any.

Prothonotary

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

STATE OF DELAWARE, *ex rel.* Joseph R.)
Biden, III, Attorney General,)

Plaintiff,)

v.)

CONSUMER RELIEF PROGRAMS, INC.,)
d/b/a Consumer Advocacy Assistance, a)
California corporation, and MARINUS)
PIETER VAN SWEEDEN,)

Defendants.)

C.A. No. _____

COMPLAINT

NOW COMES, Plaintiff, the State of Delaware, by and through the Attorney General Joseph R. Biden, III, alleges that the Defendants, Consumer Relief Programs, Inc., d/b/a Consumer Advocacy Assistance and Marinus Pieter Van Sweeden, violated the Delaware Mortgage Loan Modification Services Act, 6 *Del. C.* § 2400C, *et seq.*, the Delaware Consumer Fraud Act, 6 *Del. C.* § 2513(a), and the Delaware Deceptive Trade Practices Act, 6 *Del. C.* § 2532(a), as set forth below.

I. The Parties

1. The Plaintiff, State of Delaware, Department of Justice, Consumer Protection Unit (“CPU”) investigates and prosecutes violations of the Mortgage Loan Modification Services Act, 6 *Del. C.* § 2400C, *et seq.*, the Delaware Consumer Fraud Act, 6 *Del. C.* § 2511, *et seq.*, and the Delaware Deceptive Trade Practices Act, 6 *Del. C.* § 2531, *et seq.* See 6 *Del. C.* § 2409C(a); 29 *Del. C.* § 2522(a).

2. Defendant Consumer Relief Programs, Inc., d/b/a Consumer Advocacy Assistance (“CAA”) is a California corporation, having its principal place of business located at 14252 Culver Drive, #352, Irvine, California 92604. Defendant may also be conducting business at 24881 Alicia Parkway, Suite #E516, Laguna Hills, California 92653. Defendant CAA is not registered to do business in Delaware.

3. Defendant Marinus Pieter Van Sweeden (“Van Sweeden”) is the president of Defendant CAA and a California resident whose last known place of residence is 14252 Culver Drive, #352, Irvine, California 92604-0317.

4. At all times relevant hereto, Van Sweeden was president of Defendant CAA and controlled all activities conducted by CAA. CAA and Van Sweeden are hereinafter collectively referred to as “Defendants” unless otherwise stated herein.

5. Defendants are a “mortgage loan modification service provider” as defined in 6 *Del. C.* § 2400C(5) that directly solicited and contracted with consumers in Delaware for mortgage loan modification services in violation of certain provisions of Delaware law.

II. Jurisdiction

6. Jurisdiction of this Court is proper under 10 *Del. C.* § 541.

7. Personal jurisdiction over nonresidents may lie where said nonresident person transacts any business or performs any character of work or service in the State, or contracts to supply services or things in this State pursuant to 10 *Del. C.* §§ 3104(c)(1) and (2).

8. At all times relevant hereto, the Defendants engaged in transacting business and contracting to supply services in this State.

III. Factual Allegations

9. Upon information and belief, there are five (5) known Delaware consumers who have fallen victim to Defendants' misconduct: (1) Allen Thorpe; (2) Steven Ishmael; (3) Sean & Jennifer Mason; (4) Larry & Geneva Granby, Sr.; and (5) Kathleen & Rickey Markland (hereinafter "Delaware Consumers"/"Consumers" unless otherwise stated herein).

10. Defendants operated a deceptive and illegal mortgage and foreclosure rescue scheme by undertaking to provide certain mortgage loan modification services to consumers in Delaware during 2013. Defendants may still be actively soliciting and contracting with consumers in Delaware for mortgage loan modification services. Mortgage loan modification services are defined by statute as "services as an intermediary between an individual and 1 or more dwelling loan creditors for the purpose of obtaining assent to the repayment of a mortgage loan on terms more favorable to the individual than the terms of the original loan." 6 *Del. C.* § 2402C(4). Under Delaware law, a mortgage loan modification service provider is "any person that provides, offers to provide, or arranges for others to provide, any mortgage modification service but does not include" the homeowner, mortgage lender, or any agent or contractor thereof. 6 *Del. C.* § 2402C(5).

11. Defendants solicit consumers who are in distress on their mortgages and/or facing foreclosure with promises that Defendants can assist them in obtaining a loan modification or other relief from their mortgage lenders.

12. Defendants' scheme operated like an advanced fee scam, as Defendants extracted illegal advanced fees whether or not any meaningful or useful services were performed. As shown below, the Delaware Consumers rarely, if ever, obtained loan modifications or any other promised relief.

13. Defendants' scheme was perpetrated through deceptive and misleading advertisements used to solicit consumers. These deceptive advertisements took various forms, including direct mail flyers, telemarketing calls, television advertisements and Defendants' website: www.consumeradvocacyassistance.org.

14. Throughout their solicitations and correspondence with the Delaware Consumers, Defendants consistently and misleadingly guaranteed their services and misrepresented that these Consumers were eligible for a loan modification with their mortgage lenders.

15. Defendants' operation of its mortgage and foreclosure rescue scheme is expressly prohibited by the Delaware Mortgage Loan Modification Services Act, 6 *Del. C.* § 2400C, *et seq.*

16. Defendants' deceptive and misleading conduct in the solicitations of the Delaware Consumers for mortgage loan modification services is expressly prohibited by the Delaware Consumer Fraud Act, 6 *Del. C.* § 2511, *et seq.*

17. Defendants' misrepresentations as to their certification, affiliation or association with certain mortgage lenders or government units, as well as claims made as to the benefits of their services are expressly prohibited by the Delaware Deceptive Trade Practices Act, 6 *Del. C.* § 2531, *et seq.*

A. Defendants' Solicitations of Consumers in Delaware

18. Defendants began soliciting consumers in Delaware sometime in early 2013 by offering their so-called mortgage loan modification services, characterized as a "document preparation service" or "loan restructuring" program, through a variety of means including direct mail flyers, telemarketing calls, television advertisements, and their website.

19. The direct mail solicitations sent to consumers contain misleading information about the potential for drastic reductions of the consumers' principal and interest rates on their

existing mortgages that were nothing more than misleading advertisement ploys without any guarantee of actual reductions to consumers' mortgages in those amounts. A true and correct example of one such direct mail flyer is attached hereto as **Exhibit A** (hereinafter "Final Notice Flyer").

20. In a different direct mail solicitation initially sent to consumers, Defendants made multiple misrepresentations about their services to consumers, such as: (1) congratulating the consumers on being accepted into and as being "eligible for a modification relief program"; (2) stating that the consumers had a "professionally prepared package that now exactly meets the specific lender's underwriting guidelines and Government qualifying criteria"; (3) claiming to increase the consumers' "chance of receiving a loan modification by up to 500%!!!"; and (4) coercing consumers with the statement that "98% of applicants submitting their own paperwork contain major errors? Don't be a victim." All of these statements are misleading as Defendants had no ability to determine whether consumers would, in fact, be approved by their mortgage lenders for any loss mitigation relief. A true and correct example of one such direct mail solicitation is attached hereto as **Exhibit B** (hereinafter "CAA Flyer").

21. Defendants also sought to solicit consumers through their website that contained many of the same misleading and deceptive statements as the direct mail solicitations. True and correct copies of Defendants Home, About CAA, FAQs, Client Success Stories, and Loan Modification web pages are attached as **Exhibit C**.

22. On Defendants' website, they prominently display the names, logos and trademarks of the large, national mortgage lenders, thereby deceiving consumer visitors to the site that they are affiliated, certified, endorsed or otherwise associated with those lenders. Defendants even state under the FAQs page that they have "strong relationships ... with the

lenders and financial institutions.” Upon information and belief, Defendants have no such affiliation, certification, endorsement or association with any major mortgage lender, including those displayed on their website. Defendants also make false statements to consumers on their About CAA web page that they are “in compliance with State and Federal guidelines” when, in fact, Defendants operate in direct violation of Delaware law. *See Exhibit C.*

23. Defendants further deceive consumer visitors to their website that there are no upfront fees for their services. This is a false statement as Defendants routinely charge consumers a “Retainer Fee”, which operates as an advanced fee, prior to rendering any services to consumers. *See FAQs of Exhibit C.*

24. In another misrepresentation appearing on their website, Defendants continually assert that their services are guaranteed and repeatedly employ the use of the “100% Satisfaction Guaranteed” blue seal luring consumers into the misconception that they are guaranteed meaningful and necessary services from Defendants. *See Home and About CAA of Exhibit C.*

25. As demonstrated below, during initial consultation calls with the Delaware Consumers, Defendants consistently convinced those Consumers, prior to any review or receipt of consumer documents, that the Consumers were guaranteed to obtain a loan modification from their mortgage lenders; assertions that were patently deceptive and misleading as Defendants had no ability to predict what any mortgage lender would or would not approve for any of the Consumers.

26. In follow-up and confirmatory correspondence with the Delaware Consumers, Defendants made deceptive and misleading statements designed to coerce or induce those Consumers into believing that Defendants’ services were necessary or required in order to obtain a loan modification from their mortgage lenders, including statements that the Consumers would

be facing an attorney who represents the bank, that they may have only one opportunity to submit for a loan modification, and that such services would get the Consumers a better deal than they could achieve on their own—none of which were accurate statements. A true and correct sample of one such email correspondence is attached hereto as **Exhibit D**.

27. Defendants deceptively lead consumers in general, and the Delaware Consumers specifically, to believe that they will serve as an intermediary between the Consumers and their mortgage lenders when, in fact, the only service they render to the Consumers is preparation of pro forma applications that the Consumers could have obtained and completed on their own, without charge. After preparing these form applications, Defendants abandon Consumers to conduct all further negotiations and steps in the loan modification process alone and without any further assistance from Defendants, despite their many representations to the contrary.

B. Defendants’ “Engagement Agreements” with the Delaware Consumers

28. Defendants required the Delaware Consumers to sign an “Engagement Agreement” (hereinafter “Contract”) to enroll in its “document preparation services”, or mortgage loan modification services. A true and correct example of a Contract is attached hereto as **Exhibit E**.

29. Pursuant to the Contract, Defendants deceptively assured the Delaware Consumers that they would perform the mortgage loan modification services in accord with “State and Federal loan restructuring guidelines to assure full Client satisfaction” despite the fact that Defendants were in violation of Delaware law when such statements were made to the Delaware Consumers. *See id.*

30. Under the Contract, Defendants charged the Delaware Consumers two “Retainer Fees” that functioned as advanced fees. Consumers who entered into a Contract with Defendants

paid a \$450 “commitment retainer deposit” which was due after the execution of the Contract, and before any services were rendered to the Consumers. Second, the Delaware Consumers were required to remit the remainder of the Retainer Fee, \$1,200, upon completion of “Phase III” which purportedly required Defendants to review the Consumers’ financial and mortgage documents and prepare for them a loan modification package. In practice, Defendants refused to remit the Delaware Consumers’ loan modification packages until the Retainer Fees had been paid in full and then abandoned the Consumers with their pro forma applications to work directly with their mortgage lenders—the most onerous aspect of the process. *See id.*

31. Provisions under “Phase III” of the Contract further misled the Delaware Consumers into believing that they were guaranteed to get a loan modification from their mortgage lenders through Defendants’ assertions that the Delaware Consumers’ mortgage lenders would be “instructed to finalize your loan modification within 30 days.” No services rendered by Defendants had the ability to instruct or compel any of the Delaware Consumers’ mortgage lenders to grant a loan modification. Under the same provision of the Contract, the Defendants affirmatively stated that the Delaware Consumers *would* receive the new terms of their loans from their mortgage lenders. This assertion was deceptive and misleading as Defendants had no ability to guarantee that the Delaware Consumers’ mortgage lenders would, in fact, approve them for a loan modification or any other relief. *See id.*

32. Defendants provided further misleading information by guaranteeing their services and providing for a refund where Defendants’ services were not performed in accord with the terms of the Contract. Since the Contract provided only for worthless and unnecessary services, the only way Defendants could breach the Contract would be to render absolutely no

services to the Delaware Consumers—as long as Defendants completed the pro forma applications, they had technically fully performed under the Contract. *See id.*

33. Upon information and belief, at no time during the relationship with the Delaware Consumers did Defendants engage in any communication or negotiations with the Consumers' mortgage lenders. The only activity that Defendants undertook for the Delaware Consumers for \$1,650 was to take in all of their personal financial and mortgage documentation and input that information into a "Loan Modification Proposal" and "Request for Mortgage Assistance" application—all things that the Delaware Consumers could have done on their own, free of charge, or with the no-cost assistance of a HUD-approved housing counselor.

34. Defendants performed no meaningful or worthwhile services to assist the Delaware Consumers in obtaining mortgage loan modifications or any other relief from their mortgage lenders. As a result of Defendants' non-performance of any meaningful service to Consumers after collecting substantial fees, Consumers lost much-needed funds that could have been used to pay their mortgage lenders or to otherwise provide for their families during great financial hardship. Further, as a result of Defendants' deceptive representations, Consumers lost critical time and options that could have been used to address their mortgage delinquencies. Legitimate and meaningful mortgage and foreclosure assistance counseling was available at no cost from non-profit, HUD-approved housing counseling agencies in Delaware.

C. The Delaware Consumers

1. Allen Thorpe

35. On or about March 27, 2013, Delaware Consumer Allen Thorpe of 429 West Harvest Lane, Middletown, Delaware 19707 ("Thorpe") was contacted by Defendants via telephone for the purpose of soliciting Thorpe for mortgage loan modification services. When

Thorpe received Defendants' telemarketing solicitation call he was current on his mortgage but had researched refinancing options.

36. The initial consultation call consisted of a sales pitch where Defendants focused on Thorpe's current mortgage rates and assured him that he would qualify for a loan modification through his mortgage lender, Wells Fargo. During the call, Defendants guaranteed that they would assist him with everything he needed in order to obtain a loan modification and stated that being represented by a professional loan restructuring company was the only way to apply and get approved for a loan modification.

37. Immediately after this initial consultation call, Defendants sent a confirmatory email to Thorpe that informed him he was "eligible for the financial relief program." Defendants went on to state that Thorpe's "new monthly mortgage payment is \$717" and that "[a]fter the 5 year period, the estimated interest rate is 4% for the lifetime of the loan." All of these statements were affirmatively made to Thorpe for the purpose of intentionally misleading him that he was guaranteed to receive the stated modified terms from Wells Fargo. A true and correct copy of this email correspondence is attached hereto as **Exhibit F**.

38. Subsequently, Mr. Thorpe was sent an "Engagement Agreement" and entered into a contract with Defendants on or about March 27, 2013. This constitutes a contract for mortgage loan modification services. A true and correct copy of Thorpe's contract is attached hereto as **Exhibit G** (hereinafter "Thorpe Contract").

39. The Thorpe Contract demands payment of \$1,650 from Thorpe for mortgage loan modification services, to be paid in two (2) advanced fee installments.

40. On April 3, 2013, Thorpe remitted payment in the form of a digital check numbered 0990 in the amount of \$450 to Defendants. Subsequently, on April 12, 2013, Thorpe

remitted payment in the form of a digital check numbered 0991 in the amount of \$1,200 to Defendants. True and correct copies of Thorpe's checks are attached hereto as **Exhibit H**.

41. After remitting payment in full to Defendants and submitting his personal financial and mortgage documents as requested, Thorpe was sent a loan modification package sometime in late April or early May 2013 with instructions that he was to remit the package to Wells Fargo for consideration. He did so and was further instructed that he would be responsible for ensuring Wells Fargo's receipt of the package and following up with them on its status. Thorpe remitted the package but was never able to obtain a response from Wells Fargo. When he contacted Defendants, they told him that his lender's non-response was not an issue with which they could assist him. Thorpe was left on his own to negotiate with Wells Fargo to obtain a loan modification, contrary to the Defendants' promises made to Thorpe during the initial consultation call.

42. Several months after submitting the loan modification package and receiving no response from Wells Fargo, on August 20, 2013, Defendants offered additional, meaningless assistance to Thorpe and drafted a Qualified Written Request ("QWR") for him to send to Wells Fargo. The Defendants attached a cover letter which represented that the QWR was a "special and important" document that "trigger[ed] an affirmative duty" on the part of the lender to investigate the assertions made therein and provided advice to Thorpe that certain legal options, such as private, class-action or enforcement lawsuits may be available to him. True and correct copies of the QWR and cover letter Thorpe received are attached hereto as **Exhibit I**.

43. Thorpe did not submit the QWR as he believed it was fraudulent and had become suspicious of Defendants' services and their representations to him.

44. To date, Thorpe has not received an offer of loan modification from Wells Fargo despite Defendants' representations that he was guaranteed to be approved for one.

2. Steven Ishmael

45. Sometime in the beginning of March 2013, Delaware Consumer Steven Ishmael of 37 Avignon Drive, Newark, Delaware 19702 ("Ishmael") viewed a television advertisement for Defendants' services which was aired for the purpose of soliciting mortgage loan modification services from consumers.

46. Ishmael called the toll free number provided in Defendants' television advertisement. During the initial consultation call, Defendants told Ishmael that they could help him to reduce his interest rate through a loan modification from his mortgage lender, Bank of America, thereby decreasing his monthly mortgage payment by \$300. Ishmael maintains that Defendants assured him during this call that he would not be taking any chances by applying for this relief using their so-called "document preparation" services.

47. After this initial consultation call, Ishmael was sent an agreement and executed that agreement, entering into a contract with Defendants on or about March 5, 2013. This constituted a contract for mortgage loan modification services.

48. On or about March 5, 2013, Ishmael remitted payment in the form of a digital check numbered 0990 in the amount of \$450 to Defendants. Subsequently on April 3, 2013, Ishmael remitted payment in the form of a digital check numbered 0991 in the amount of \$1,200 to Defendants. True and correct copies of the Ishmael checks are attached hereto as **Exhibit J**.

49. After remitting payment in full to Defendants and submitting his personal financial and mortgage documents as requested, Ishmael was sent a loan modification package with instructions that he was to remit the package to Bank of America for consideration. In the

client cover letter appending the package, Defendants instructed Ishmael that he would be responsible for ensuring Bank of America's receipt of the package and following up with them on its status. Defendants further instructed Ishmael to underreport his wife's financial contributions to the household as it was in his "best interest" and that his wife was not on his mortgage "which means that [he didn't] have to disclose all of her income." On April 19, 2013, Ishmael faxed the loan modification package to Bank of America. True and correct copies of the Loan Modification Instructions and client cover letter that were enclosed with the Ishmael package are attached hereto as **Exhibit K**.

50. Ishmael did receive an offer of loan modification from Bank of America, however the terms were unfavorable and he rejected the offer. Contrary to Defendants' representations to Ishmael during the initial consultation call, his interest rate was not reduced under the new terms offered to him and his monthly mortgage payment was set to increase if he accepted the offer that was made.

3. Sean & Jennifer Mason

51. Sometime in March 2013, Delaware Consumers Sean & Jennifer Mason, of 851 Broadfield Drive, Newark, Delaware 19713 (the "Masons"), were contacted via a direct mail Final Notice Flyer by Defendants for purposes of soliciting the Masons for mortgage loan modification services. A true and correct copy of the Final Notice Flyer received by the Masons is attached hereto as **Exhibit L**.

52. On or about April 8, 2013, Sean Mason called the toll free number listed on the flyer but hung up before connecting to Defendants as he believed he was not eligible for relief. Defendants immediately returned his call and began their sales pitch in order to convince the Masons that they would qualify for a HAMP loan modification and that their mortgage lender,

Citimortgage, was required to modify their mortgage under the “new \$26 Billion Settlement”. During this call, the Defendants made statements to Sean Mason that they were a reputable company, that banks were familiar with them and that applying on their own would be too difficult.

53. After this initial consultation call, the Masons were sent an “Engagement Agreement” and entered into a contract with Defendants on or about April 9, 2013. This constitutes a contract for mortgage loan modification services. A true and correct copy of the Masons’ contract is attached hereto as **Exhibit M** (hereinafter “Mason Contract”).

54. The Mason Contract demands payment of \$1,650 from the Masons for mortgage loan modification services, to be paid in two (2) advanced fee installments.

55. On April 11, 2013, the Masons remitted payment in the form of a digital check numbered 0990 in the amount of \$450 to Defendants. Subsequently, on or about April 26, 2013, the Masons remitted payment in full of the remaining fee in the amount of \$1,200 to Defendants. After that payment, Defendants sent the Masons an invoice marked “Paid 05/01/2013”. True and correct copies of the Masons’ check and the invoice are attached hereto as **Exhibit N**.

56. After remitting payment in full to Defendants and submitting their personal financial and mortgage documents as requested, the Masons were sent a loan modification package with instructions to remit the package to Citimortgage for consideration. The Masons faxed the package to Citimortgage on May 14, 2013. The Masons were instructed by Defendants that they would be responsible for ensuring Citimortgage’s receipt of the package and following up with them on its status. A true and correct copy of the Loan Modification Instructions and client cover letter that were enclosed with the Masons’ package are attached hereto as **Exhibit O**.

57. The Masons continued to be met with frustration when Citimortgage repeatedly requested additional or refreshed documentation. When the Masons contacted Defendants about these impasses, Defendants told the Masons that the issues with their lender were not something with which they could assist them, but offered to help them explore other legal means of pursuing relief.

58. In August 2013, the Masons were denied for a loan modification because they were not yet delinquent on their mortgage, despite Defendants' prior representations to them during the initial consultation call that they were guaranteed to be approved for a loan modification and that Citimortgage was required to grant them one.

4. Larry & Geneva Granby, Sr.

59. Sometime in early March, 2013, Delaware Consumers Larry & Geneva Granby, Sr. of 1602 Wiegton Drive, New Castle, Delaware 19720 (the "Granbys"), were contacted via a direct mail CAA Flyer by Defendants for the purpose of soliciting the Granbys for mortgage loan modification services. A true and correct copy of the CAA Flyer received by the Granbys is attached hereto as **Exhibit P**.

60. Thereafter, on or about April 1, 2013, Larry Granby contacted Defendants using the toll free number from the flyer. During the initial consultation call, Defendants assured Larry Granby that they could assist him in lowering his monthly mortgage payment, escrowing his property taxes into his mortgage payments, and lower his interest rate to 2% from their mortgage lender, Onemain Financial.

61. After this initial consultation call, the Granbys were sent an "Engagement Agreement" and entered into a contract with Defendants on April 1, 2013. This constitutes a

contract for mortgage loan modification services. A true and correct copy of the Granbys contract is attached hereto as **Exhibit Q** (hereinafter “Granby Contract”).

62. The Granby Contract demanded payment of \$1,650 from the Granbys for mortgage loan modification services, to be paid in two (2) advanced fee installments.

63. On April 2, 2013, the Granbys remitted payment in the form of a digital check numbered 0180 in the amount of \$450 to Defendants. On May 9, 2013, the Granbys remitted payment in the form a digital check numbered 0990 in the amount of \$400 to Defendants. On May 22, 2013, the Granbys remitted a third payment in the form of a digital check numbered 0991 in the amount of \$600 to Defendants. Sometime thereafter, the Granbys remitted payment of the remaining \$200 to Defendants, totaling \$1,650. True and correct copies of the three Granby checks are attached hereto as **Exhibit R**.

64. After remitting payment in full to Defendants and submitting their personal financial and mortgage documents as requested, the Granbys were sent a loan modification package with instructions to remit the package to Onemain Financial for consideration. The Granbys were instructed by Defendants that they would be responsible for ensuring Onemain Financial’s receipt of the package and following up with them on its status. Larry Granby hand delivered the package to a loan officer at the local Onemain Financial branch sometime in early May, 2013.

65. Upon hand delivering the package to Onemain Financial’s loan officer, Larry Granby was immediately told that there was no possibility of modifying the Granbys’ mortgage into the terms promised by Defendants or requested in the package, despite Defendants’ representations to the Granbys in the initial consultation call that they were guaranteed to obtain all relief they sought.

66. When the Granbys attempted to contact Defendants about this denial, Defendants refused to take their calls and repeatedly placed them on hold indefinitely.

5. Kathleen & Rickey Markland

67. On or about March 22, 2013, Delaware Consumers Kathleen & Rickey Markland of 9 East Ruthar Drive, Newark, Delaware 19711 (the “Marklands”), were contacted via a direct mail Final Notice Flyer and CAA Flyer by Defendants for purposes of soliciting the Marklands for mortgage loan modification services. True and correct copies of these direct mail flyers received by the Marklands are attached hereto as **Exhibit S**.

68. Subsequently, on or about April 4, 2013, Kathleen Markland called the toll free number on the flyers. The initial consultation call consisted of a sales pitch where Defendants focused on the Marklands’ current mortgage rates and assured her that they qualified for a HAMP loan modification through their mortgage lender, HSBC.

69. On the same day, April 4, 2013, Defendants sent email correspondence to the Marklands requesting certain financial and mortgage documentation. Defendants also provided the Marklands with copies of two (2) alleged modifications it secured for other consumers, and claimed that “[w]e can save you a lot of money with our programs. We can get the hard ones done.” Appended to this email was a description entitled “Hiring a Loan Modification Professional” that set forth misleading information designed to further convince the Marklands that Defendants’ services were imperative if they were to have any chance of securing a loan modification-- assertions that were inaccurate and deceptive. A true and correct copy of this email correspondence is attached hereto as **Exhibit T**.

70. Later that same day, Defendants sent another email correspondence to the Marklands confirming their acceptance and informing them “you qualify for loan modification of

your HSBC mortgage.” Defendants made additional, deceptive statements to the Marklands in this email claiming that their “new monthly mortgage payment *is* \$922.62” and guaranteeing that the “rate will not rise above 4% at any point” and that “[a]ny arrearages or accrued interest will be ‘cured’ at the date of modification.” Lastly, Defendants stated that “[w]e guarantee our services!” A true and correct copy of this email correspondence is attached hereto as **Exhibit U**.

71. After this initial consultation call, the Marklands were sent an “Engagement Agreement” and entered into a contract with Defendants on or about April 4, 2013. This constitutes a contract for mortgage loan modification services. A true and correct copy of the Marklands’ contract is attached hereto as **Exhibit V** (hereinafter “Markland Contract”).

72. The Markland Contract demanded payment of \$1,650 from the Marklands for mortgage loan modification services, to be paid in two (2) advanced fee installments.

73. On April 14, 2013, the Marklands remitted payment in the form of a digital check numbered 0891 in the amount of \$1,650 to Defendants. A true and correct copy of the Markland check is attached hereto as **Exhibit W**.

74. After remitting payment in full to Defendants and submitting their personal financial and mortgage documents as requested, the Marklands were sent a loan modification package with instructions that they were to remit the package to HSBC for consideration. The Marklands faxed the package to HSBC on April 28, 2013. The Marklands were instructed by Defendants that they would be responsible for ensuring HSBC’s receipt of the package and following up with them on its status. This was contrary to the information supplied to the Marklands in the initial email correspondence where Defendants assured them that hiring a professional to assist with applying for a loan modification would “take all the hassles off your

plate” and alleviate the Marklands from the “emotional baggage” of having to deal directly with their mortgage lender during this process. *See Exhibit T.*

75. The Marklands continued to be met with frustration in communicating with HSBC and sometime in June 2013, the Marklands were denied for a loan modification by HSBC, despite Defendants’ prior representations to them in the initial consultation call and subsequent email correspondence that they were guaranteed to be approved for a HAMP loan modification.

76. After being denied for a loan modification, Defendants subsequently offered further, meaningless assistance to the Marklands and drafted a Qualified Written Request (“QWR”) for them to send to HSBC. The Defendants attached a cover letter which represented that “[d]ue to the many violations the lenders made when loans were originated ... the lenders are legally liable” and further misled the Marklands with a claim that “[t]he original loan documents of about 85% of the home owners contain errors.” These statements were deceptive and designed to further the Marklands engagement in Defendants’ worthless and unnecessary services. True and correct copies of the QWR and cover letter that the Marklands received are attached hereto as **Exhibit X.**

77. The Marklands submitted the QWR to HSBC on three separate occasions, June 21, 2013, August 19, 2013 and October 17, 2013. They did not receive any response from HSBC.

78. Subsequently, the Marklands’ mortgage was transferred to Caliber Home Loans and the Marklands independently applied for a loan modification with the new mortgage servicer and were granted a loan modification by Caliber.

79. After having received consumer complaints about Defendants’ services, on July 10, 2013 the CPU sent Defendants, via Certified and First Class U.S. Mail, postage prepaid, an

enforcement letter informing Defendants of their violations of the Mortgage Loan Modification Services Act and other provisions of Delaware consumer law. Defendants replied on or about July 22, 2013, by way of letter indicating their intention to “further investigate the matter in detail and respond to [CPU] no later than August 30, 2013.” To date, no further correspondence has been received from Defendants. A true and correct copy of the enforcement letter and Defendants’ response letter are attached hereto as **Exhibits Y** and **Z** respectively.

IV. Claims for Relief

Count I – Violation of the Delaware Mortgage Loan Modification Services Act, 6 Del. C. § 2404C – Failure to Register

80. Plaintiff incorporates paragraphs 1 through 79 above as if restated verbatim herein.

81. The Delaware Mortgage Loan Modification Services Act, 6 Del. C. § 2400C, *et seq.* (the “Act”), requires all mortgage loan modification service providers, not otherwise exempt under § 2403C of the Act, to register and file a surety bond with the Attorney General prior to performing or contracting to perform any mortgage loan modification services for consumers in Delaware. 6 Del. C. § 2404C.

82. Any non-exempt person who undertakes to render mortgage loan modification services to consumers in Delaware without registering with the Attorney General as required shall be deemed in violation of the Act. 6 Del. C. § 2404C.

83. Since March 5, 2013, Defendants have entered into five (5) known contracts with the Delaware Consumers above that claimed to provide certain mortgage loan modification services to those Consumers in order to “obtain loan restructuring for homeowners.” *See Exhibits E, G, M, Q and V.*

84. To date, the Attorney General has no record of Defendants being lawfully registered in Delaware, nor do Defendants qualify for any of the enumerated exemptions under the Act; therefore, Defendants are in violation of 6 *Del. C.* § 2404C.

85. Pursuant to § 2409C(b), the State is entitled to civil penalties against Defendants for this willful violation in an amount up to \$10,000.

Count II – Violation of the Delaware Mortgage Loan Modification Services Act, 6 *Del. C.* § 2406C – Nonconforming Contract as to Delaware Consumers Thorpe, Mason, Granby and Markland

86. Plaintiff incorporates paragraphs 1 through 85 above as if restated verbatim herein.

87. The Act requires all contracts for mortgage loan modification services to contain a place for the consumer to initial each page of the agreement and be executed by both parties thereto—consumer and service provider. 6 *Del. C.* § 2406C(b).

88. Contracts for mortgage loan modification services must contain a separate, detachable notice of cancellation which can be completed and returned by the consumer, allowing the consumer to cancel the contract and terminate any relationship between the parties at any time and without penalty to the consumer. 6 *Del. C.* § 2406C(e).

89. The Thorpe, Mason, Granby and Markland Contracts all lacked an initial line on each page of the contracts and did not require execution by Defendants as required by § 2406C(b). *See Exhibits G, M, Q and V* respectively.

90. The Thorpe, Mason, Granby and Markland Contracts all lacked the separate notice of cancellation page as required by § 2406C(e). *See id.*

91. Pursuant to § 2409C(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the

Defendants willfully omitted the two (2) contractual requirements set forth in §§ 2406C(b) and (e) as to each of the four (4) above-named Delaware Consumers; thereby constituting eight (8) separate violations of the Act.

Count III – Violation of the Delaware Mortgage Loan Modification Services Act, 6 Del. C. § 2407C – Failure to Make Required Disclosures as to All Delaware Consumers

92. Plaintiff incorporates paragraphs 1 through 91 above as if restated verbatim herein.

93. The Act mandates that all mortgage loan modification service providers make certain, required disclosures to consumers informing them that: (a) the provider is not associated with any government, nor are their services approved by the government or the consumer's lender; (b) even if the consumer chooses to use the provider's services, their lender may not agree to change the terms of their mortgage loan; and (c) the consumer may stop doing business with the provider at any time, the consumer has the option to accept or reject any offer received from the lender, and if rejected, the consumer need not remit payment to the provider. These disclosures are required to be provided verbatim to the consumers as they appear in Section 2407C of the Act.

94. Upon information and belief, nothing contained in any of Defendants' advertisements, solicitations, sales pitches, website, communications with the Delaware Consumers, nor the Contract, made these required disclosures to the Delaware Consumers.

95. As previously alleged, all the information and language supplied by Defendants definitively indicated to the Delaware Consumers that: (a) Defendants' practices were in accord with State and Federal loan restructuring guidelines; (b) the Delaware Consumers were guaranteed to obtain a loan modification from their mortgage lenders by using Defendants' services; and (c) that payment in advance was required regardless of the outcome.

96. At no time did Defendants ever disclose to the Delaware Consumers that they had the option of accepting or rejecting any offer made by their mortgage lenders, or that by so rejecting they would not be required to pay *any* fees to Defendants. In practice, Defendants required advanced payment of all fees prior to any services being rendered to the Delaware Consumers.

97. Pursuant to § 2409C(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the Defendants willfully omitted these three (3) mandatory disclosures as set forth in § 2407C as to each of the five (5) above-named Delaware Consumers; thereby constituting fifteen (15) separate violations of the Act.

Count IV – Violation of the Delaware Mortgage Loan Modification Services Act, 6 Del. C. § 2408C – Prohibited Acts as to All Delaware Consumers

98. Plaintiff incorporates paragraphs 1 through 97 above as if restated verbatim herein.

99. The Act expressly prohibits mortgage loan modification service providers from misrepresenting the provider's affiliation, endorsement, approval or other association with any government entity and/or mortgage lender. 6 Del. C. § 2408C(1).

100. The Act expressly prohibits mortgage loan modification service providers from demanding payment in advance of any fee from a consumer prior to the consumer's mortgage lender making an offer of modification that was secured by the service provider. 6 Del. C. § 2408C(3).

101. Defendants' prominently display the corporate names, logos and trademarks of the large, national mortgage lenders on its Home, FAQs, Client Success Stories, and Loan Modification web pages. See **Exhibit C**.

102. On the FAQs page, Defendants unequivocally state that they have “strong relationships ... with the lenders and financial institutions.” *See id.*

103. This display and statement deceptively conveys to consumer viewers of their website that Defendants’ services were affiliated, certified, endorsed or otherwise associated with those mortgage lenders.

104. On their website and in their Contract, Defendants repeatedly represent that their services are “performed according to the State and Federal loan restructuring guidelines”, which indicates to consumers that their services are approved or endorsed by governmental units. *See Exhibits C and E.*

105. Under the terms of the Contract, Defendants demand advanced payment of its Retainer Fees from each consumer prior to any offer of modification from their mortgage lenders being received by the consumers. In the case of the Delaware Consumers, each one was required to remit payment in full of the Retainer Fees before they could receive their loan modification packages that Defendants prepared for them-- an advanced fee scheme. *See Exhibits E, H, J, N, R and W.*

106. Pursuant to § 2409C(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the Defendants willfully violated the prohibited acts under § 2408C(1) in the three (3) ways set forth in the foregoing paragraphs under this Count; thereby constituting three (3) separate violations of § 2408C(1). The State further maintains that Defendants willfully violated the prohibited acts under § 2408C(3) by requiring advanced payment as to each of the five (5) Delaware Consumers; thereby constituting five (5) separate violations of § 2408C(3). The Defendants’ alleged acts under this Count constitute eight (8) separate violations under § 2408C of the Act.

**Count V – Violation of the Delaware Consumer Fraud Act, 6 Del. C. § 2513(a) –
Misrepresentations as to Allen Thorpe**

107. Plaintiff incorporates paragraphs 1 through 106 above as if restated verbatim herein.

108. Under the Consumer Fraud Act, 6 Del. C. § 2511, *et seq.* (“CFA”), any person who acts, uses or employs any deception, fraud, false pretense, false promise or misrepresentation in connection with the sale or advertisement of any merchandise shall be deemed in violation of the CFA. The term “merchandise” under the CFA includes services, and actual reliance by the consumer is not a prerequisite to a finding of a violation thereof. 6 Del. C. § 2511(6).

109. Defendants misrepresented the nature, necessity and quality of their services to Thorpe during an initial telemarketing/consultation call, made for the purpose of soliciting Thorpe to enter into a contract for mortgage loan modification services, wherein Defendants deceptively assured Thorpe that he would qualify for a loan modification from his mortgage lender, Wells Fargo. During that call, Defendants misrepresented that their services would assist Thorpe in securing a loan modification and that hiring a “professional” service provider such as Defendants was the only way to apply for this relief.

110. Defendants misrepresented to Thorpe in a confirmatory email that he was “eligible for the financial relief program”; thereby furthering their scheme to deceive Thorpe into contracting with them and paying for their meaningless and unnecessary services. *See Exhibit F.*

111. Defendants repeatedly misrepresented their ability to achieve a specific result to Thorpe with the intent to deceive Thorpe into contracting with them and paying for their meaningless and unnecessary services that ultimately failed to secure Thorpe the promised relief.

112. Such misrepresentations in connection with the advertisement and sale of Defendants' mortgage loan modification services to Thorpe constitute violations of § 2513(a) of the CFA.

113. Pursuant to § 2522(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the Defendants willfully made two (2) misrepresentations through their initial telemarketing/consultation call and confirmatory email to Thorpe during their solicitations of him for mortgage loan modification services; thereby constituting two (2) separate violations of § 2513(a) of the CFA.

**Count VI – Violation of the Delaware Consumer Fraud Act, 6 Del. C. § 2513(a) –
Misrepresentation as to Steven Ishmael**

114. Plaintiff incorporates paragraphs 1 through 113 above as if restated verbatim herein.

115. Defendants misrepresented the nature, necessity and quality of their services to Ishmael during an initial consultation call wherein Defendants deceptively assured Ishmael that they could secure a reduced interest rate on his mortgage from his mortgage lender, Bank of America.

116. Defendants misrepresented their ability to achieve a specific result to Ishmael with the intent to deceive Ishmael into contracting with them and paying for their meaningless and unnecessary services that ultimately failed to secure Ishmael the promised relief.

117. Such misrepresentation in connection with the advertisement and sale of Defendants' mortgage loan modification services to Ishmael constitute a violation of § 2513(a) of the CFA.

118. Pursuant to § 2522(b), the State is entitled to civil penalties against Defendants for this violation in an amount up to \$10,000. The State maintains that the Defendants made one (1) willful misrepresentation to Ishmael during their solicitations of him for mortgage loan modification services; thereby constituting a single violation of § 2513(a) of the CFA.

**Count VII – Violation of the Delaware Consumer Fraud Act, 6 Del. C. § 2513(a) –
Misrepresentations as to Sean & Jennifer Mason**

119. Plaintiff incorporates paragraphs 1 through 118 above as if restated verbatim herein.

120. Defendants provided the Masons with false and misleading information in the direct mail CAA Flyer which was sent to the Masons for the purpose of soliciting them for mortgage loan modification services. Defendants advertised to the Masons that: (1) they “are eligible for a modification relief program”; (2) the package Defendants would prepare “exactly meets the specific lender’s underwriting guidelines and Government qualifying criteria”; (3) that their services would increase the Masons’ chance of being approved by their lender by “up to 500%”; and (4) that they should avoid attempting to apply on their own and becoming a “victim”. *See Exhibit L.*

121. Defendants misrepresented the nature, necessity and quality of their services to the Masons during an initial consultation call, made for the purpose of soliciting the Masons for mortgage loan modification services, wherein Defendants deceptively assured the Masons that they were qualified for a HAMP modification from their mortgage lender, Citimortgage, and that Citimortgage was required to modify their loan under the “\$26 Billion Settlement”.

122. Defendants further deceived the Masons during this consultation call by claiming that they were a reputable company and that it would be too difficult for the Masons to apply for relief on their own—patently false statements.

123. Defendants misrepresented their ability to achieve a specific result to the Masons with the intent to deceive the Masons into contracting with them and paying for their meaningless and unnecessary services that ultimately failed to secure the Masons the promised relief.

124. Such misrepresentations in connection with the advertisement and sale of Defendants' mortgage loan modification services to the Masons constitute violations of § 2513(a) of the CFA.

125. Pursuant to § 2522(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the Defendants through their direct mail CAA Flyer and initial consultation call with the Masons made three (3) willful misrepresentation to the Masons during their solicitations of them for mortgage loan modification services; thereby constituting three (3) separate violations of § 2513(a) of the CFA.

**Count VIII – Violation of the Delaware Consumer Fraud Act, 6 *Del. C.* § 2513(a) –
Misrepresentations as to Larry & Geneva Granby, Sr.**

126. Plaintiff incorporates paragraphs 1 through 125 above as if restated verbatim herein.

127. Defendants provided the Granbys with false and misleading information in the direct mail CAA Flyer which was sent to the Granbys for the purpose of soliciting them for mortgage loan modification services. Defendants advertised to the Granbys that: (1) they “are eligible for a modification relief program”; (2) the package Defendants would prepare “exactly meets the specific lender’s underwriting guidelines and Government qualifying criteria”; (3) that their services would increase the Granbys’ chance of being approved by their lender by “up to

500%”; and (4) that they should avoid attempting to apply on their own and becoming a “victim”. *See Exhibit P.*

128. Defendants misrepresented the nature, necessity and quality of their services to the Granbys during an initial consultation call wherein Defendants deceptively assured the Granbys that they would qualify for a reduced monthly mortgage payment, escrow of their property taxes, and a lower interest rate of 2%.

129. Defendants misrepresented their ability to achieve a specific result to the Granbys with the intent to deceive the Granbys into contracting with them and paying for their meaningless and unnecessary services that ultimately failed to secure the Granbys the promised relief.

130. Such misrepresentations in connection with the advertisement and sale of Defendants’ mortgage loan modification services to the Granbys constitute violations of § 2513(a) of the CFA.

131. Pursuant to § 2522(b), the State is entitled to civil penalties against Defendants for this violation in an amount up to \$10,000 per violation. The State maintains that the Defendants through their direct mail CAA Flyer and consultation call made two (2) willful misrepresentation to the Granbys during their solicitations of them for mortgage loan modification services; thereby constituting two (2) violations of § 2513(a) of the CFA.

**Count IX– Violation of the Delaware Consumer Fraud Act, 6 Del. C. § 2513(a) –
Misrepresentations as to Kathleen & Rickey Markland**

132. Plaintiff incorporates paragraphs 1 through 131 above as if restated verbatim herein.

133. Defendants provided the Marklands with false and misleading information in the direct mail Final Notice Flyer which was sent to the Marklands for the purpose of soliciting them

for mortgage loan modification services. Defendants advertised that the Marklands were eligible for specific principal and interest rate reductions, thereby reducing their mortgage payment by \$853.00 per month. *See Exhibit S.*

134. Defendants provided the Marklands with additional false and misleading information in the direct mail CAA Flyer which was also sent to the Marklands by advertising that: (1) the Marklands were “eligible for a modification relief program”; (2) the package Defendants would prepare “exactly meets the specific lender’s underwriting guidelines and Government qualifying criteria”; (3) Defendants services would increase the Marklands’ chance of being approved by “up to 500%”; and (4) that they should avoid attempting to apply on their own and becoming a “victim”. *See id.*

135. Defendants misrepresented the nature, necessity and quality of their services to the Marklands during an initial consultation call, made for the purpose of soliciting the Marklands for mortgage loan modification services, wherein Defendants deceptively assured the Marklands that they were qualified for a HAMP modification from their mortgage lender, HSBC.

136. Defendants further misrepresented to the Marklands in a confirmatory email that they: (1) could “save [them] a lot of money with [their] programs”; and (2) that hiring a “loan modification professional” was necessary in order to obtain a loan modification from their mortgage lender. *See Exhibit T.*

137. A subsequent email that same day mislead the Marklands that their “new monthly mortgage payment is \$922.63” and that their interest rate would “not rise above 4% at any point”; thereby furthering their scheme to deceive the Marklands into contracting with Defendants and paying for their services. *See Exhibit U.*

138. Defendants misrepresented their ability to achieve a specific result to the Marklands with the intent to deceive the Marklands into contracting with them and paying for their meaningless and unnecessary services that ultimately failed to secure the Marklands the promised relief.

139. Such misrepresentations in connection with the advertisement and sale of Defendants' mortgage loan modification services to the Marklands constitute violations of § 2513(a) of the CFA.

140. Pursuant to § 2522(b), the State is entitled to civil penalties against Defendants for these violations in an amount up to \$10,000 per violation. The State maintains that the Defendants through their direct mail Final Notice and CAA Flyers, initial consultation call, and two (2) emails made multiple willful misrepresentations to the Marklands during their solicitations of them for mortgage loan modification services; thereby constituting five (5) violations of § 2513(a) of the CFA.

Count X – Violation of the Delaware Uniform Deceptive Trade Practices Act, 6 Del. C. § 2532(a) – Misrepresentations

141. Plaintiff incorporates paragraphs 1 through 140 above as if restated verbatim herein.

142. The Delaware Deceptive Trade Practices Act, 6 Del. C. § 2531, *et seq.* ("DTPA"), provides that a person engages in a deceptive trade practice when, in the course of a business, that person causes the likelihood of confusion or of misunderstanding as to the source, approval, or certification of goods or services, or causes the same as to affiliation, connection, or association with, or certification by, another. 6 Del. C. §§ 2532(a)(2)-(3).

143. Under DTPA, a person engages in a deceptive trade practice when, in the course of a business, that person represents that services have sponsorship, approval ... benefits ...that

they do not have, or that a person has sponsorship, approval, status, affiliation, or connection that the person does not have. 6 *Del. C.* § 2532(a)(5).

144. Under DTPA, a person engages in a deceptive trade practice when, in the course of a business, that person advertises services with the intent not to sell them as advertised. 6 *Del. C.* § 2532(a)(9).

145. Under DTPA, a person engages in a deceptive trade practice when, in the course of a business, that person engages in any conduct which similarly creates a likelihood of confusion or of misunderstanding. 6 *Del. C.* § 2532(a)(12).

146. Defendants display the corporate names, logos and trademarks of the large, national mortgage lenders throughout their website which are likely to cause a reasonable consumer viewer of the site to misunderstand or be confused as to whether Defendants are approved, affiliated, connected, certified or associated with those national mortgage lenders. *See Exhibit C.*

147. On its website, Defendants repeatedly claim to provide services “in compliance with State and Federal guidelines” and that they have “strong relationships ... with the lenders and financial institutions”, creating a substantial likelihood of misunderstanding by consumers that the Defendants’ services are certified or approved by state and federal governmental units and mortgage lenders. *See id.*

148. In its direct mail CAA Flyer, Defendants again claim to provide consumers with services “based on specific lender’s underwriting and Government program guidelines” and that their services “exactly meets the specific lender’s underwriting guidelines and Government qualifying criteria” which are likely to cause a reasonable consumer confusion and

misunderstanding as to the Defendants approval or certification by state and federal governments and mortgage lenders. *See Exhibit B.*

149. Defendants employed affirmative language throughout their solicitation materials, website, advertisements and initial consultation calls with the Delaware Consumers that indicated or assured those Consumers that they were guaranteed or already approved for loan modifications. These affirmative representations had the effect of conveying to the Delaware Consumers that, by contracting with Defendants, they would be receiving a loan modification in exchange for their payments of \$1,650; or, that Defendants would “sell” them a loan modification from their mortgage lenders when, in fact, Defendants had no intention nor the ability to produce such results.

150. Defendants’ employment of the same affirmative language further conveyed to the Delaware Consumers that Defendants services had benefits, specifically the ability to obtain a loan modification for those Consumers, which it did not have.

151. In all of Defendants direct mail flyer solicitations, they advertised that by contracting with Defendants that the Delaware Consumers would have the benefit of mortgage loan modification services that were in compliance with government regulations and standards which they were not.

152. By using such affirmative language, corporate logos, and misleading assurances about their mortgage loan modification services in the course of its business, Defendants caused a substantial likelihood of confusion on the part of consumers, and, in the cases of the Delaware Consumers named herein, in fact did create substantial and detrimental misunderstandings.

153. Pursuant to § 2533, the State is entitled to injunctive relief, attorney’s fees and costs, treble damages, and civil penalties up to \$10,000 per willful violation of DTPA.

Defendants' conduct in its solicitations and during the course of its business constituted six (6) separate violations of § 2532(a) of the DTPA.

WHEREFORE, Plaintiff, the State of Delaware, respectfully prays for the Court to enter an order against Defendants Consumer Relief Programs, Inc., d/b/a Consumer Advocacy Assistance, and Marinus Pieter Van Sweeden, jointly and severally, ordering that the Defendants:

- 1) cease and desist from engaging in any activities in violation of any of the provisions of the Delaware Mortgage Loan Modification Services Act;
- 2) cease and desist from engaging in any activities in violation of any of the Delaware consumer protection statutes, including the Consumer Fraud Act and the Deceptive Trade Practices Act;
- 3) pay full restitution to Allen Thorpe in the amount of One Thousand Six Hundred and Fifty Dollars (\$1,650), together with treble damages in the amount of Four Thousand Nine Hundred and Fifty Dollars (\$4,950);
- 4) pay full restitution to Steven Ishmael in the amount of One Thousand Six Hundred and Fifty Dollars (\$1,650), together with treble damages in the amount of Four Thousand Nine Hundred and Fifty Dollars (\$4,950);
- 5) pay full restitution to Sean & Jennifer Mason in the amount of One Thousand Six Hundred and Fifty Dollars (\$1,650), together with treble damages in the amount of Four Thousand Nine Hundred and Fifty Dollars (\$4,950);
- 6) pay full restitution to Larry & Geneva Granby, Sr. in the amount of One Thousand Six Hundred and Fifty Dollars (\$1,650), together with treble damages in the amount of Four Thousand Nine Hundred and Fifty Dollars (\$4,950);

- 7) pay full restitution to Kathleen & Rickey Markland in the amount of One Thousand Six Hundred and Fifty Dollars (\$1,650), together with treble damages in the amount of Four Thousand Nine Hundred and Fifty Dollars (\$4,950);
- 8) pay a civil penalty of \$10,000.00 for each of the thirty-two (32) violations of the Mortgage Loan Modification Services Act as pled above, in the amount of Three Hundred and Twenty Thousand Dollars (\$320,000);
- 9) pay a civil penalty of \$10,000.00 for each of the thirteen (13) violations of the Delaware Consumer Fraud Act as pled above, in the amount of One Hundred and Thirty Thousand Dollars (\$130,000);
- 10) pay a civil penalty of \$10,000.00 for each of the six (6) violations of the Delaware Deceptive Trade Practices Act as pled above, in the amount of Sixty Thousand Dollars (\$60,000);
- 11) all costs of this enforcement proceeding;
- 12) attorneys' fees for the prosecution of this action;
- 13) pre and post-judgment interest at the current legal rate; and
- 14) any other relief that is just and necessary and authorized by law.

Date: July 23, 2014

/s/Gillian L. Andrews
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