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2013 DEC 16 PM 3:37

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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 FEDERAL TRADE COMMISSION,
15
16 Plaintiff,
vs.

17 A TO Z MARKETING, INC., a
Nevada corporation, also dba Client
18 Services;

19 APEX MEMBERS, LLC, a Nevada
limited liability company, also dba
20 Apex Solutions, also dba MacArthur
Financial Group;

21 APEX SOLUTIONS, INC., a Nevada
22 corporation;

23 EXPERT PROCESSING CENTER,
INC., a Nevada corporation;

24 SMART FUNDING CORP., a Nevada
25 corporation;
26
27
28

Case No. SACV13-919-DOC-(RNBx)

**PLAINTIFF
FEDERAL TRADE
COMMISSION'S
FIRST AMENDED COMPLAINT
FOR INJUNCTIVE AND
OTHER EQUITABLE RELIEF**

ORIGINAL

1 TOP LEGAL ADVOCATES, P.C., a
2 Michigan corporation, formerly known
as Top Legal Advocates, PLLC;

3 EVERGREEN LAW OFFICES,
4 PLLC, a Washington professional
limited liability corporation;

5 WILLIAM D. GOODRICH, ATTY,
6 INC., a California corporation, also
dba WDG, Attorney at Law;

7 BACKEND, INC., a California
8 corporation, formerly known as
Mortgage Modification Center, Inc.,
9 also dba MMC, Inc.;

10 BACKEND SERVICES, INC., a
Nevada corporation;

11 EMAX LOANS, INC., a California
12 corporation;

13 LEGAL MARKETING GROUP,
INC., a California corporation;

14 NATIONWIDE LAW CENTER, P.C.,
15 a Pennsylvania corporation;

16 UNITED STATES LAW CENTER,
P.C., a Pennsylvania corporation, also
17 dba U.S. Law Center;

18 INTERSTATE LAW GROUP, LLC, a
Nevada limited liability company;

19 MILLENNIUM LAW CENTER, P.C.,
20 a Texas corporation;

21 SC LAW GROUP, P.C., a California
corporation;

22 RATAN BAID, individually and as an
23 officer, director, managing member, or
other principal of A to Z Marketing,
24 Inc., Apex Members, LLC, and Smart
Funding Corp.;

25 MADHULIKA BAID, aka Madhu
26 Baid, individually and as an officer,
director, managing member, or other
27 principal of A to Z Marketing, Inc.,

28

1 Apex Members, LLC, and Smart
 Funding Corp.;

2 WILLIAM D. GOODRICH,
 3 individually and as an officer, director,
 4 managing member, or other principal
 of William D. Goodrich, Atty, Inc.,
 also dba The Apex Solution;

5 AMIR MONTAZERAN, aka Alex
 6 Montazeran, individually and as an
 7 officer, director, managing member, or
 8 other principal of Backend, Inc.,
 Backend Services, Inc., Emax Loans,
 Inc., and Legal Marketing Group, Inc.;

9 Defendants,

10 and

11 BUSINESS TEAM, LLC, a Nevada
 limited liability company,

12 Relief Defendant.

13

14 Plaintiff, Federal Trade Commission (FTC or Commission), for its First
 15 Amended Complaint, alleges as follows:

16 1. The FTC brings this action under Sections 13(b) and 19 of the Federal
 17 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the 2009
 18 Omnibus Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678
 19 (Mar. 11, 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability
 20 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123
 21 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card Act”), and amended by the
 22 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-
 23 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),
 24 12 U.S.C. § 5538, to obtain temporary, preliminary, and permanent injunctive
 25 relief, rescission or reformation of contracts, restitution, the refund of monies paid,
 26 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts

1 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the
2 Mortgage Assistance Relief Services Rule, 16 C.F.R. Part 322 (“MARS Rule”),
3 re-codified as Mortgage Assistance Relief Services, 12 C.F.R. Part 1015
4 (“Regulation O”), in connection with the marketing and sale of mortgage
5 assistance relief services (“MARS”).

6
7 **JURISDICTION AND VENUE**

8 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
9 §§ 1331, 1337(a), and 1345, 15 U.S.C. §§ 45(a), 53(b), and 57b, and Section 626
10 of the Omnibus Act, as clarified by Section 511 of the Credit Card Act, and
11 amended by Section 1097 of the Dodd-Frank Act, 12 U.S.C. § 5538.

12 3. Venue is proper in this district under 28 U.S.C. §§ 1391(b), (c), and
13 (d), and 15 U.S.C. § 53(b).

14
15 **PLAINTIFF**

16 4. The FTC is an independent agency of the United States Government,
17 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC
18 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or
19 affecting commerce. In addition, the FTC enforces the MARS Rule, 16 C.F.R. Part
20 322, effective December 29, 2010, and its recodification as Regulation O, 12
21 C.F.R. Part 1015, effective December 30, 2011. Dodd-Frank Act § 1097, 12 U.S.C.
22 § 5538. Among other things, the MARS Rule and Regulation O require MARS
23 providers to make certain disclosures, prohibits MARS providers from making
24 certain representations, and effective January 31, 2011, prohibits MARS providers
25 from collecting a fee in advance of the consumer’s acceptance of mortgage
26 assistance relief obtained by the MARS provider.

1 8. Defendant **Apex Solutions, Inc.** (Apex Solutions), is a Nevada
2 corporation that identifies its principal place of business as 2360 Corporate Circle,
3 Henderson, Nevada. As part of the common enterprise described in paragraph 28,
4 Apex Solutions, markets, provides, offers to provide, or arranges for others to
5 provide MARS, as defined in 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2.
6 Apex Solutions transacts or has transacted business in this District and throughout
7 the United States.

8 9. Defendant **Expert Processing Center, Inc.** (Expert Processing Center
9 or Expert Processing), is a Nevada corporation that identifies its principal place of
10 business as 2360 Corporate Circle, Henderson, Nevada. As part of the common
11 enterprise described in paragraph 28, Expert Processing Center, markets, provides,
12 offers to provide, or arranges for others to provide MARS, as defined in 16 C.F.R §
13 322.2, re-codified as 12 C.F.R. § 1015.2. Expert Processing Center transacts or
14 has transacted business in this District and throughout the United States.

15 10. Defendant **Smart Funding Corp.** (Smart Funding), is a Nevada
16 corporation that identifies its principal place of business as 2360 Corporate Circle,
17 Henderson, Nevada. As part of the common enterprise described in paragraph 28,
18 Smart Funding markets, provides, offers to provide, or arranges for others to
19 provide MARS, as defined in 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2.
20 Smart Funding transacts or has transacted business in this District and throughout
21 the United States.

22 11. Defendant **Top Legal Advocates, P.C.** (Top Legal Advocates or
23 TLA), is a Michigan professional corporation that identifies its address as 535
24 Griswold Street, Suite 111-113, Detroit, Michigan. As part of the common
25 enterprise described in paragraph 28, TLA markets, provides, offers to provide, or
26 arranges for others to provide MARS, as defined in 16 C.F.R § 322.2, re-codified
27
28

1 as 12 C.F.R. § 1015.2. TLA transacts or has transacted business in this District
2 and throughout the United States.

3 12. Defendant **Evergreen Law Offices, PLLC** (Evergreen Law Offices
4 or Evergreen), is a Washington state professional limited liability company that
5 identifies its address as 2349 Harbor Avenue, S.W., #305, Seattle, Washington. As
6 part of the common enterprise described in paragraph 28, Evergreen Law Offices
7 markets, provides, offers to provide, or arranges for others to provide MARS, as
8 defined in 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2. Evergreen Law
9 Offices transacts or has transacted business in this District and throughout the
10 United States.

11 13. Defendant **William D. Goodrich, Atty, Inc.** (William D. Goodrich,
12 Atty or WDG, Inc.), also doing business as WDG, Attorney at Law, is a California
13 corporation that identifies its principal place of business as 35 Kempton, Irvine,
14 California. As a participant in the common enterprises described in paragraphs 28
15 and 29, William D. Goodrich, Atty, markets, provides, offers to provide, or
16 arranges for others to provide MARS, as defined in 16 C.F.R § 322.2, re-codified
17 as 12 C.F.R. § 1015.2. William D. Goodrich, Atty, transacts or has transacted
18 business in this District and throughout the United States.

19 14. Defendant **Backend, Inc.** (Backend), formerly Mortgage
20 Modification Center, Inc., and MMC, Inc., is a California corporation that
21 identifies its principal place of business as 2601 Main Street, Irvine, California. As
22 part of the common enterprise described in paragraph 29, Backend markets,
23 provides, offers to provide, or arranges for others to provide MARS, as defined in
24 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2. Backend transacts or has
25 transacted business in this District and throughout the United States.

26 15. Defendant **Backend Services, Inc.** (Backend Services), was a Nevada
27 corporation, organized in December 2011 and dissolved in October 2012. At times
28

1 material to this Complaint, as part of the common enterprise described in
2 paragraph 29, Backend Services marketed, provided, offered to provide, or
3 arranged for others to provide MARS, as defined in 16 C.F.R § 322.2, re-codified
4 as 12 C.F.R. § 1015.2. Backend Services transacts or has transacted business in
5 this District and throughout the United States.

6 16. Defendant **Emax Loans, Inc.** (Emax Loans or Emax), is a California
7 corporation that identifies its address as 3141 Michelson Drive, Irvine, California.
8 As part of the common enterprise described in paragraph 29, Emax Loans markets,
9 provides, offers to provide, or arranges for others to provide, MARS, as defined in
10 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2. Emax Loans transacts or has
11 transacted business in this District and throughout the United States.

12 17. Defendant **Legal Marketing Group, Inc.** (Legal Marketing Group),
13 is a California corporation that identifies its address as 4533 MacArthur Boulevard,
14 Newport Beach, California. As part of the common enterprise described in
15 paragraph 29, Legal Marketing Group markets, provides, offers to provide, or
16 arranges for others to provide, MARS, as defined in 16 C.F.R § 322.2, re-codified
17 as 12 C.F.R. § 1015.2. Legal Marketing Group transacts or has transacted business
18 in this District and throughout the United States.

19 18. Defendant **Nationwide Law Center, P.C.** (Nationwide Law Center,
20 Nationwide or NLC), is a Pennsylvania professional corporation that identifies its
21 address as 3945 Forbes Avenue, 463, Pittsburgh, PA. As part of the common
22 enterprise described in paragraph 29, Nationwide markets, provides, offers to
23 provide, or arranges for others to provide MARS, as defined in 16 C.F.R § 322.2,
24 re-codified as 12 C.F.R. § 1015.2. Nationwide Law Center transacts or has
25 transacted business in this District and throughout the United States.

26 19. Defendant **United States Law Center, P.C.** (United States Law
27 Center, U.S. Law Center, or USLC), is a Pennsylvania professional corporation
28

1 that identifies its address as 3720 Spruce Street, Philadelphia, Pennsylvania. As
2 part of the common enterprise described in paragraph 29, United States Law
3 Center markets, provides, offers to provide, or arranges for others to provide
4 MARS, as defined in 16 C.F.R § 322.2, re-codified as 12 C.F.R. § 1015.2. U.S.
5 Law Center transacts or has transacted business in this District and throughout the
6 United States.

7 20. Defendant **Millennium Law Center, P.C.** (Millennium Law Center
8 or Millennium), is a Texas professional corporation with a registered address at
9 815 Brazos Street, Suite 50, Austin, Texas. As part of the common enterprise
10 described in paragraph 29, Millennium Law Center markets, provides, offers to
11 provide, or arranges for others to provide MARS, as defined in 16 C.F.R § 322.2,
12 re-codified as 12 C.F.R. § 1015.2. Millennium Law Center transacts or has
13 transacted business in this District and throughout the United States.

14 21. Defendant **Interstate Law Group, LLC** (Interstate), is a Nevada
15 limited liability company with a registered address of 9030 W. Sahara Avenue,
16 #174, Las Vegas, Nevada. As part of the common enterprise described in
17 paragraph 29, Interstate markets, provides, offers to provide, or arranges for others
18 to provide MARS, as defined in 16 C.F.R § 322.2, re-codified as 12 C.F.R.
19 § 1015.2. Interstate transacts or has transacted business in this District and
20 throughout the United States.

21 22. Defendant **SC Law Group, P.C.** (SC Law Group), is a California
22 professional corporation that identifies its principal place of business as 2081
23 Business Center Drive, Irvine, California. As part of the common enterprise
24 described in paragraph 29, SC Law Group markets, provides, offers to provide, or
25 arranges for others to provide MARS, as defined in 16 C.F.R § 322.2, re-codified
26 as 12 C.F.R. § 1015.2. SC Law Group transacts or has transacted business in this
27 District and throughout the United States.

1 23. Defendant **Ratan Baid** is an individual who, acting alone or in
2 concert with others, has operated and continues to operate businesses that market,
3 provide, offer to provide, or arrange for others to provide MARS, as defined in 16
4 C.F.R. § 322.2, re-codified as 12 C.F.R. § 1015.2. Ratan Baid, acting alone or in
5 concert with others, and through interrelated entities described in paragraphs 6
6 through 13, has formulated, directed, controlled, had the authority to control, or
7 participated in the acts and practices set forth in this Complaint. At times material
8 to this Complaint, Ratan Baid is or was a Director, President, Officer, Manager, or
9 other control person of Defendants A to Z Marketing, Inc., Apex Members, LLC,
10 and Smart Funding Corp. In connection with the matters alleged herein, Ratan
11 Baid transacts or has transacted business in this District and throughout the United
12 States.

13 24. Defendant **Madhulika Baid** is an individual who, acting alone or in
14 concert with others, has operated and continues to operate businesses that market,
15 provide, offer to provide, or arrange for others to provide MARS, as defined in 16
16 C.F.R. § 322.2, re-codified as 12 C.F.R. § 1015.2. Madhulika Baid, acting alone or
17 in concert with others, and through interrelated entities described in paragraphs 6
18 through 13, has formulated, directed, controlled, had the authority to control, or
19 participated in the acts and practices set forth in this Complaint. At times material
20 to this Complaint, Madhulika Baid is or was a Director, Officer, Manager, or other
21 control person of Defendants A to Z Marketing, Inc., Apex Members, LLC, and
22 Smart Funding Corp. In connection with the matters alleged herein, Madhulika
23 Baid transacts or has transacted business in this District and throughout the United
24 States.

25 25. Defendant **William D. Goodrich** is an individual who, acting alone or
26 in concert with others, has operated and continues to operate businesses that
27 market, provide, offer to provide, or arrange for others to provide MARS, as
28

1 defined in 16 C.F.R. § 322.2, re-codified as 12 C.F.R. § 1015.2. William D.
2 Goodrich, acting alone or in concert with others, and through interrelated entities
3 described in paragraphs 6 through 14, has formulated, directed, controlled, had the
4 authority to control, or participated in the acts and practices set forth in this
5 Complaint. At times material to this Complaint, William D. Goodrich is or was a
6 Director, Officer, Manager, or other control person of Defendant William D.
7 Goodrich, Atty, Inc. In connection with the matters alleged herein, William D.
8 Goodrich transacts or has transacted business in this District and throughout the
9 United States.

10 26. Defendant **Amir Montazeran**, also known as Alex Montazeran, is an
11 individual who, acting alone or in concert with others, has operated and continues
12 to operate businesses that market, provide, offer to provide, or arrange for others to
13 provide MARS, as defined in 16 C.F.R. § 322.2, re-codified as 12 C.F.R. § 1015.2.
14 Amir Montazeran, acting alone or in concert with others, and through interrelated
15 entities described in paragraphs 13 through 22, has formulated, directed,
16 controlled, had the authority to control, or participated in the acts and practices set
17 forth in this Complaint. At times material to this Complaint, Amir Montazeran is or
18 was a Director, President, Officer, Manager, or other control person of Defendants
19 Backend, Inc., Backend Services, Inc., Emax Loans, and Legal Marketing Group,
20 Inc. In connection with the matters alleged herein, Amir Montazeran transacts or
21 has transacted business in this District and throughout the United States.

22
23 **RELIEF DEFENDANT**

24 27. Relief Defendant Business Team, LLC (Business Team), is a Nevada
25 limited liability company that identifies its principal place of business as 2300
26 West Sahara Drive, Suite 800, Las Vegas, Nevada. Its managing member is
27 Mohammad Montazeran, who is the father of Defendant Amir Montazeran. Relief
28

1 Defendant Business Team has received ill-gotten funds that are the proceeds of the
2 unlawful acts or practices alleged in the Amended Complaint, or has received
3 funds from Defendant Montazeran without consideration, and it has no legitimate
4 claim to those funds. The interests of justice require that Business Team be a party
5 to this suit, 13 U.S.C. § 53(b).

6
7 **COMMON ENTERPRISE**

8 28. At times material to this Complaint, Defendants A to Z Marketing,
9 Apex Members, Apex Solutions, Expert Processing Center, Smart Funding Corp.,
10 Top Legal Advocates, Evergreen Law Offices, and William D. Goodrich, Atty,
11 have operated as a common enterprise while engaging in the unlawful acts and
12 practices set forth below. These Defendants have conducted those acts and
13 practices through an interrelated network of companies that have common
14 ownership, control, business functions and purposes, employees, and office
15 locations; that have commingled funds; and/or that have shared one another's
16 marketing material. Because these Defendants have operated as a common
17 enterprise, each of them is jointly and severally liable for the acts and practices
18 alleged below. Defendants Ratan Baid, Madhulika Baid, and William Goodrich
19 have formulated, directed, controlled, had the authority to control, or participated
20 in the acts and practices of the Defendants that constitute this common enterprise.
21 This common enterprise may be referred to as the Baid Enterprise.

22 29. At times material to this Complaint, Defendants Backend, Nationwide
23 Law Center, United States Law Center, Emax Loans, Legal Marketing Group,
24 Millennium Law Center, SC Law Group, Backend Services, Interstate Law Group,
25 and William D. Goodrich, Atty, have operated as a common enterprise while
26 engaging in the unlawful acts and practices set forth below. These Defendants
27 have conducted those acts and practices through an interrelated network of
28

1 companies that have common ownership, control, business functions and purposes,
2 employees, and office locations; that have commingled funds; and/or that have
3 shared one another's marketing material. Because these Defendants have operated
4 as a common enterprise, each of them is jointly and severally liable for the acts and
5 practices alleged below. Defendants Amir Montazeran and William Goodrich
6 have formulated, directed, controlled, had the authority to control, or participated
7 in the acts and practices of the Defendants that constitute this common enterprise.
8 This common enterprise may be referred to as the Montazeran Enterprise.

9 30. At times material to this Complaint, Defendants Goodrich and WDG,
10 Inc., were part of the Montazeran Enterprise. In late 2010 or early 2011, Goodrich
11 and WDG, Inc., also became part of the Baid Enterprise and lessened, though did
12 not completely sever, their connection to the Montazeran Enterprise. As a
13 participant in the Baid and Montazeran Enterprises, Goodrich knew of and had the
14 ability to control the unlawful acts and practices alleged in this Complaint.
15 Goodrich and WDG, Inc., are jointly and severally liable with the other
16 participants in the Enterprises.

17 18 **COMMERCE**

19 31. At all times relevant to this Amended Complaint, Defendants have
20 maintained a substantial course of trade in or affecting commerce as "commerce"
21 is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

22 23 **DEFENDANTS' BUSINESS PRACTICES**

24 **Overview**

25 32. From at least mid-2010 to the present, through operation of the
26 common enterprises named above, Defendants have engaged in a course of
27 conduct to advertise, market, sell, provide, offer to provide, or arrange for others to
28

1 provide MARS, including loan documentation and transaction services and loan
2 modification services.

3 33. Defendants prey on financially distressed homeowners by luring them
4 into purchasing membership programs or loan modification services with promises
5 that they will receive legal representation from an attorney who will negotiate with
6 their lenders to save their homes from foreclosure or make their mortgage
7 payments substantially more affordable.

8
9 **THE BAID ENTERPRISE SCHEME**

10 34. From the beginning of their MARS operations, no later than the
11 summer of 2011, and continuing at least until the FTC filed this lawsuit, the Baid
12 Enterprise sold its MARS using a number of names, including but not necessarily
13 limited to Apex Members, Apex Solutions, William D. Goodrich, Atty at Law, and
14 MacArthur Financial Group. Consumers interested in Defendants' MARS were
15 often offered a package of contracts. Included were:

- 16 a. a Membership Agreement, whereby the consumer agreed to
17 become a member in order to receive various financial services
18 from Defendants, including MARS;
- 19 b. a Mortgage Modification Service Agreement, whereby
20 Defendant William D. Goodrich agreed to represent the
21 consumer in obtaining a loan modification, but which was
22 available only to consumers who become members by entering
23 into the Membership Agreement;
- 24 c. a release, allowing Defendants William D. Goodrich and Expert
25 Processing Center access to the consumer's financial records in
26 order to conduct a forensic loan audit; and

1 d. an ACH Payment Authorization, allowing Client Services (*i.e.*,
2 Defendant A to Z Marketing, Inc.), to withdraw funds from the
3 consumer's bank account or charge the consumer's debit or
4 credit card for payment of an up-front fee.

5 **Baid Enterprise Attorney Front Organizations**

6 35. Starting sometime in 2011 and continuing at least until the filing of
7 this lawsuit, the Baid Enterprise changed slightly the way it did business. Instead
8 of holding out Defendant William D. Goodrich as the attorney who would
9 represent the consumer, the Baid Enterprise established relationships with several
10 attorneys, helping them set up purported law firms to do loan modifications, and
11 then have told consumers that the lead or named attorney, or another attorney at the
12 purported law firm, would represent them. Purported law firms established in this
13 manner include, but are not limited to, the McGoldrick Law Center, the Burke Law
14 Center, the Cronauer Law Center, Top Legal Advocates, and Evergreen Law
15 Offices. To set up these purported law firms, the Baid Enterprise designed,
16 registered, or maintained websites, provided sales materials and agreements, and
17 provided marketing and backend services. Typically, the lead or named attorney
18 disassociated him or herself with the Baid Enterprise within a brief period of time
19 upon learning the true nature of Defendants' operations. At least one of the
20 websites the Baid Enterprise established in this manner, for the Burke Law Center,
21 together with the toll-free number displayed there, remained operational into 2013,
22 despite that attorney's prior disassociation with the Baid Enterprise.

23 36. The Baid Enterprise retains operational control of these purported law
24 firms. The Baid Enterprise retains complete responsibility for compiling sales
25 leads of consumers who may be interested in obtaining a home-loan modification,
26 printing and mailing sales information, employing telemarketers to promote the
27
28

1 MARS, registering and maintaining websites, and processing consumers' financial
2 information, purportedly to share with the consumers' lenders.

3 37. Consumers interested in the Baid Enterprise's MARS from these
4 purported law firms have been typically offered a package of contracts. Included
5 have been:

- 6 a. a Mortgage Modification Service Agreement, whereby the lead
7 or named attorney, or another attorney, would agree to
8 represent the consumer in obtaining a loan modification;
- 9 b. a release allowing staff at Defendant Expert Processing Center
10 to obtain personal financial information from the consumer's
11 lender; and
- 12 c. an agreement authorizing Client Services (*i.e.*, Defendant A to
13 Z Marketing, Inc.), to withdraw funds from the consumer's
14 bank account.

15 38. To support the provision of MARS by the entities in paragraphs 34
16 and 35, the Baid Enterprise relies on other companies, including but not limited to,
17 Defendants A to Z Marketing, Expert Processing Center, Smart Funding, and
18 WDG, Inc. These companies, individually or in combination, perform critical
19 functions for the common enterprise, including but not limited to, compiling sales
20 leads of consumers who may be interested in obtaining a home-loan modification,
21 printing and mailing or causing the printing and mailing of advertising flyers,
22 employing salespersons to promote the MARS, registering and maintaining
23 websites, processing consumers' financial information purportedly to share with
24 the consumers' lenders, and responding to complaints from consumers and private
25 and government consumer protection agencies.

1 stating “YOUR IMMEDIATE PARTICIPATION IS RECOMMENDED,” it
2 states “YOUR IMMEDIATE PARTICIPATION IS REQUIRED.” It also states
3 that “[t]housands of homeowners have taken advantage of this opportunity and
4 have reduced their monthly mortgage payment by 30-60%.”

5 42. The Baid Enterprise also advertises its mortgage assistance relief
6 services on broadcast media and on the Internet. Like the flyers the Baid
7 Enterprise sent, these include a toll-free number that consumers can call for more
8 information.

9 43. Often, the Baid Enterprise’s websites contain a testimonial section
10 including experiences of what purport to be satisfied customers. One such
11 testimonial states “I just got a call from Mick at your office. He was able to get my
12 mortgage payment cut in half from my lender! I have attached pictures of us in
13 front of our home. Thanks to you, our home is safe and we are FINALLY in a
14 stable financial position.” Another states “[t]hank you for doing such a brilliant
15 job on my mortgage modification. Just 2 months ago, the bank was ready to
16 foreclose and we were looking for a rental. Now, our home is safe and we couldn’t
17 be happier!” Similar testimonials often appear in sales materials the Baid
18 Enterprise sends directly to consumers.

19 44. Consumers who receive outbound calls, or who call the toll-free
20 number listed in the Baid Enterprise’s sales materials or websites, then speak to a
21 representative. In numerous instances, Baid Enterprise representatives have
22 claimed that Defendant Goodrich or another attorney would represent them and
23 negotiate with their lender to obtain a loan modification, and that the attorney
24 would conduct a forensic audit to look for illegalities in the original lending
25 documents to gain leverage with the lender.
26
27
28

1 45. In numerous instances, Baid Enterprise representatives have told
2 consumers that the Baid Enterprise or the Baid Enterprise's affiliated attorneys
3 would get them a loan modification.

4 46. In numerous instances, Baid Enterprise representatives have told
5 consumers that they were guaranteed to obtain a loan modification that would
6 make their mortgage payments substantially more affordable.

7 47. In numerous instances, Baid Enterprise representatives have told
8 consumers that they could have their interest rates reduced to as low as 2% or have
9 their principal balance reduced.

10 48. In numerous instances, Baid Enterprise representatives have told
11 consumers that they should stop paying on their mortgages.

12 49. In numerous instances, Baid Enterprise representatives have told
13 consumers that they should not contact their lenders directly.

14 50. In numerous instances, Baid Enterprise representatives have told
15 consumers that the Baid Enterprise or their affiliated attorneys could get consumers
16 a loan modification in a brief period of time, such as a few months or within 60 to
17 90 days.

18 **Post Contract**

19 51. Consumers who desire the Baid Enterprise's services then sign the
20 contracts provided and authorize the Baid Enterprise to withdraw an advance fee
21 from their accounts, typically ranging from about \$2,000 to \$4,000, or a down
22 payment on that amount. The Baid Enterprise, through Client Services (*i.e.*,
23 Defendant A to Z Marketing), then withdraws these fees, either in a one-time
24 transfer or in scheduled installments.

25 52. Typically, consumers who contract with the Baid Enterprise are
26 assigned to one or more non-attorney customer-service representatives who act as
27 their primary points of contact. Often, consumers attempt to call the representative
28

1 assigned to them, but are unable to reach a live person without making repeated
2 attempts. Often, consumers find after many months that no progress has been made
3 on their behalf with their lenders.

4 53. In numerous instances, consumers who contract with the Baid
5 Enterprise do not receive legal representation. Although they may be assigned an
6 attorney in a nominal sense, many consumers never meet or speak with Defendant
7 William D. Goodrich, any attorney working for the entities or purported law firms
8 discussed in paragraphs 34 and 35, or any other attorney, much less an attorney in
9 the state where they reside or where the property is located. Moreover, while the
10 Baid Enterprise leads consumers to believe that an attorney from one of the law
11 centers will represent them, the Baid Enterprise retains most of the fees paid and,
12 in many cases, fails to inform the law center that a client had been obtained, fails to
13 turn over financial information the client provided, or works on the consumer's file
14 with little or no attorney involvement, much less the skilled legal advocacy
15 promised.

16 54. In numerous instances, consumers who contracted with the Baid
17 Enterprise have suffered significant economic injury, including paying hundreds or
18 thousands of dollars to the Baid Enterprise and receiving little or no service in
19 return, going into foreclosure, and even losing their homes.

20 55. In numerous instances, after consumers have contracted with the Baid
21 Enterprise and paid the requested advance fees, the Baid Enterprise has failed to
22 obtain a loan modification, principal reduction, or other relief to stop foreclosure or
23 make consumers' mortgage payments substantially more affordable.

24
25 **MONTAZERAN ENTERPRISE SCHEME**

26 56. From the beginning of its MARS operation, no later than mid-2010
27 and continuing until the FTC filed this lawsuit, the Montazeran Enterprise sold its
28

1 MARS using a number of names, including but not necessarily limited to William
2 D. Goodrich, Atty at Law, Nationwide Law Center, United States Law Center,
3 Interstate Law Group, Millennium Law Center, and SC Law Group.

4 **Attorney Front Organizations**

5 57. Initially, the Montazeran Enterprise sold MARS by holding out
6 Defendant Goodrich, WDG, Inc., or an affiliated attorney as the attorney who
7 would represent the homeowner. Sometime in 2011, however, the Montazeran
8 Enterprise changed slightly the way it did business. Defendants Goodrich and
9 WDG, Inc., reduced, but did not completely sever, their relationship with the
10 Montazeran Enterprise. In their place, the Montazeran Enterprise established
11 relationships with other attorneys to create generically named companies
12 purporting to be law firms, including, but not limited to, Nationwide Law Center,
13 United States Law Center, Interstate Law Group, Millennium Law Center, and SC
14 Law Group. These “firms” purport to offer MARS interstate through nearly
15 identical networks of associated attorneys. Some of the contracts, forms, and other
16 documents used by these generically named companies closely resemble contracts,
17 forms, and documents used when Defendant Goodrich was more closely related to
18 the Montazeran Enterprise.

19 58. The Montazeran Enterprise retains control of these purported law
20 firms. The Montazeran Enterprise retains complete responsibility for compiling
21 sales leads of consumers who may be interested in obtaining a home-loan
22 modification, printing and mailing sales information, employing telemarketers to
23 promote the MARS, registering and maintaining websites, and processing
24 consumers’ financial information purportedly to share with the consumers’ lenders.

25 59. To support the provision of MARS by the entities identified in
26 paragraphs 56 and 57, the Montazeran Enterprise relies on other companies,
27 including but not limited to, Defendants Backend, Emax Loans, Legal Marketing
28

1 Group, and Backend Services. These companies, individually or in combination,
2 perform critical functions for the common enterprise, including but not limited to,
3 compiling sales leads of consumers who may be interested in obtaining a home-
4 loan modification, printing and mailing or causing the printing and mailing of
5 advertising flyers, employing salespersons to promote the MARS, registering and
6 maintaining websites, processing consumers' financial information purportedly to
7 share with the consumers' lenders, and responding to complaints from consumers
8 and private and government consumer protection agencies.

9 60. The Montazeran Enterprise initiates contact with consumers in many
10 ways, including unsolicited mailings or flyers and inbound telephone calls from
11 consumers who saw the websites created by the Montazeran Enterprise.

12 61. The Montazeran Enterprise's flyers, an example of which is attached
13 to this Amended Complaint as Attachment C, are official looking documents
14 addressed to specific homeowners and stating a "Current Balance Due." The
15 documents contain a large bar code, a "Case Reference Number," a
16 "Disbursement" number (identical to the case reference number), and reference the
17 Home Affordable Mortgage Program (HAMP). The text tells homeowners that
18 their loan has been "Flagged for internal review. Prior attempts to notify you have
19 not been successful." In a separate paragraph, all on its own, the Montazeran
20 Enterprise promises:

21 "This Program is currently available as low as 2%."

22 62. Another paragraph of the Montazeran flyer states the homeowner will
23 have a new mortgage principal and interest payment of \$662 and that the
24 homeowner must respond within 3 business days. Attachment C is dated May 31,
25 2013, but states: "**BENEFIT:** Programs completed in **JUNE** may not have a first
26 payment until **DECEMBER.**" A "**NOTE**" at the bottom of the page states that
27 "this program may allow for the skipping of one or two month's mortgage
28

1 payments, reduction of principal balance and interest rate. Please be advised that
2 the aforementioned program and benefits offer will expire on **June 14, 2013.**”
3 Only on the back (or second page) of the flyer does the Montazeran Enterprise
4 disclose the “law firm” sender and disclaim many of the representations
5 prominently made before using substantially smaller type than that used for the
6 representations.

7 63. Homeowners who call the toll-free numbers on the flyers or websites
8 often hear the phone answered as “law offices” and speak to a salesperson claiming
9 to be a “legal assistant.” In numerous instances, Montazeran Enterprise
10 representatives have claimed that Defendant William D. Goodrich, or another
11 attorney, would represent them and negotiate with their lender to obtain a loan
12 modification, and that the attorney would conduct a forensic audit to look for
13 illegalities in the original lending documents to gain leverage with the lender.

14 64. In numerous instances, Montazeran Enterprise representatives have
15 told consumers that Defendants or Defendants’ affiliated attorneys would get them
16 a loan modification.

17 65. In numerous instances, Montazeran Enterprise representatives have
18 told consumers that they were guaranteed to obtain a loan modification that would
19 make their mortgage payments substantially more affordable.

20 66. In numerous instances, Montazeran Enterprise representatives have
21 told consumers that they could have their interest rates reduced to as low as 2% or
22 have their principal balance reduced.

23 67. In numerous instances, Montazeran Enterprise representatives have
24 told consumers that they should stop paying on their mortgages.

25 68. In numerous instances, Montazeran Enterprise representatives have
26 told consumers that they should not contact their lenders directly.

1 69. In numerous instances, Montazeran Enterprise representatives have
2 told consumers that the Montazeran Enterprise or their affiliated attorneys could
3 get consumers a loan modification in a brief period of time, such as a few months
4 or within 60 to 90 days.

5 70. Consumers who desire the Montazeran Enterprise's services then sign
6 the contracts provided and authorize the Montazeran Enterprise to withdraw an
7 advance fee from their accounts, often ranging from about \$2,000 to \$4,000, or a
8 down payment on that amount. The Montazeran Enterprise then withdraws these
9 fees either in a one-time transfer or in scheduled installments.

10 71. Typically, consumers who contract with the Montazeran Enterprise
11 are assigned to one or more non-attorney customer-service representatives who act
12 as their primary points of contact. Often, consumers attempt to call the
13 representative assigned to them, but are unable to reach a live person without
14 making repeated attempts. Often, consumers find after many months that no
15 progress has been made on their behalf with their lenders.

16 72. In numerous instances, consumers who contract with the Montazeran
17 Enterprise do not receive legal representation. Although they may be assigned an
18 attorney in a nominal sense, many consumers never meet or speak with Defendant
19 William D. Goodrich, an attorney working for the purported law firms discussed in
20 paragraphs 56 and 57, or any other attorney, much less an attorney in the state
21 where they reside or where the property is located. Moreover, while the
22 Montazeran Enterprise leads consumers to believe that an attorney from one of the
23 law centers will represent them, the Montazeran Enterprise retains most of the fees
24 paid, and in many cases, fails to inform the law center that a client had been
25 obtained, fails to turn over financial information the client provided, or works on
26 the consumer's file with little or no attorney involvement, much less the skilled
27 legal advocacy promised.

THE MARS RULE

1
2 83. In 2009, Congress directed the FTC to prescribe rules prohibiting
3 unfair or deceptive acts or practices with respect to mortgage loans. Omnibus Act
4 § 626, 123 Stat. at 678, as clarified by Credit Card Act § 511, 123 Stat. at 1763-64.
5 Pursuant to that direction, the FTC promulgated the MARS Rule, 16 C.F.R. Part
6 322, all but one provision of which became effective on December 29, 2010. The
7 remaining provision, Section 322.5, became effective on January 31, 2011.

8 84. The MARS Rule and Regulation O define “mortgage assistance relief
9 service provider” as “any person that provides, offers to provide, or arranges for
10 others to provide, any mortgage assistance relief service” other than the dwelling
11 loan holder, the servicer of a dwelling loan, or any agent or contractor of such
12 individual or entity. 16 U.S.C. § 322.2, recodified as Regulation O, 12 C.F.R.
13 § 1015.2.

14 85. The MARS Rule and Regulation O prohibit any mortgage assistance
15 relief service provider from requesting or receiving payment of any fee or other
16 consideration until the consumer has executed a written agreement between the
17 consumer and the consumer’s loan holder or servicer that incorporates the offer
18 that the provider obtained from the loan holder or servicer. 16 C.F.R. § 322.5(a),
19 recodified as 12 C.F.R. § 1015.5(a).

20 86. The MARS Rule and Regulation O prohibit any mortgage assistance
21 relief service provider from misrepresenting, expressly or by implication, any
22 material aspect of any mortgage relief service, including but not limited to:

- 23 a. the likelihood of negotiating, obtaining, or arranging any
24 represented service or result. 16 C.F.R. § 322.3(b)(1),
25 recodified as Regulation O, 12 C.F.R. § 1015.3(b)(1);
26 b. the amount of time it will take the mortgage assistance relief
27 service provider to accomplish any represented service or
28

1 result. 16 C.F.R. § 322.3(b)(2), recodified as Regulation O, 12
2 C.F.R. § 1015.3(b)(2).

3 87. The MARS Rule and Regulation O prohibit any mortgage assistance
4 relief service provider from failing to place a statement, in every general
5 commercial communication disclosing, in a clear and prominent manner, that
6 (i) the provider is not associated with the government and its service is not
7 approved by the government or any lender, and (ii) in certain cases, a statement
8 disclosing that the lender may not agree to modify a loan, even if the consumer
9 uses the provider's service. 16 C.F.R. § 322.4(a)(1)-(2), recodified as 12 C.F.R.
10 § 1015.4(a)(1)-(2).

11 88. The MARS Rule and Regulation O prohibit any mortgage assistance
12 relief service provider from failing to place, in a clear and prominent manner, a
13 statement in every consumer-specific commercial communication (i) confirming
14 that the consumer may stop doing business with the provider or reject an offer of
15 mortgage assistance without having to pay for the services, (ii) disclosing that the
16 provider is not associated with the government and its service is not approved by
17 the government or any lender, (iii) in certain cases, a statement disclosing that the
18 lender may not agree to modify a loan, even if the consumer uses that provider's
19 service, and (iv) in certain cases, a statement disclosing that if they stop paying
20 their mortgage, consumers may lose their home or damage their credit. 16 C.F.R.
21 § 322.4(b)(1)-(3) and (c), recodified as 12 C.F.R. § 1015.4(b)(1)-(3) and (c).

22 89. Pursuant to the Omnibus Act § 626, 123 Stat. at 678, as clarified by
23 the Credit Card Act § 511, 123 Stat. at 1763-64 and amended by the Dodd-Frank
24 Act § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538, and pursuant to Section
25 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the MARS Rule and
26 Regulation O constitutes an unfair or deceptive act or practice in or affecting
27 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

1
2 **VIOLATIONS OF THE MARS RULE**

3
4 **COUNT III**

5 **Collection of Advance Payments**
6 **(All Defendants Except Relief Defendant Business Team)**

7 90. In numerous instances, in the course of providing, offering to provide,
8 or arranging for others to provide mortgage assistance relief services, Defendants
9 ask for or receive payment before consumers have executed a written agreement
10 between the consumer and the loan holder or servicer that incorporates the offer
11 obtained by Defendants, in violation of the MARS Rule, 16 C.F.R. § 322.5(a) and
12 Regulation O, 12 C.F.R. § 1015.5(a).

13
14 **COUNT IV**

15 **Material Misrepresentations**
16 **(All Defendants Except Relief Defendant Business Team)**

17 91. In numerous instances, in the course of providing, offering to provide,
18 or arranging for others to provide mortgage assistance relief services, Defendants,
19 in violation of the MARS Rule, 16 C.F.R. § 322.3(b)(1)-(2), and Regulation O, 12
20 C.F.R. § 1015.3(b)(1)-(2), have misrepresented, expressly or by implication,
21 material aspects of that service, including, but not limited to:

- 22 a. Defendants' likelihood of obtaining a modification of mortgage
23 loans for consumers that will make their payments substantially
24 more affordable;
- 25 b. Defendants' likelihood of obtaining a modification of mortgage
26 loans for consumers that will make their payments substantially
- 27
28

1 more affordable as a result of a loan audit provided by
2 Defendants; and

- 3 c. The amount of time it will take the mortgage assistance relief
4 service provider to accomplish any represented service or
5 result.

6
7 **COUNT V**

8 **Failure to Disclose**
9 **(All Defendants Except Relief Defendant Business Team)**

10 92. In numerous instances, in connection with the offering and sale of
11 mortgage assistance relief services, Defendants have failed to make the following
12 disclosures in a clear and prominent manner:

- 13 a. in all general commercial communications —
14 i. “[Name of company] is not associated with the
15 government, and our service is not approved by the
16 government or your lender,” in violation of the MARS
17 Rule, 16 C.F.R. § 322.4(a)(1), and Regulation O, 12
18 C.F.R. § 1015.4(a)(1); and
19 ii. “Even if you accept this offer and use our service, your
20 lender may not agree to change your loan,” in violation
21 of the MARS Rule, 16 C.F.R. § 322.4(a)(2), and
22 Regulation O, 12 C.F.R. § 1015.4(a)(2);
23 b. in all consumer-specific commercial communications —
24 i. “You may stop doing business with us at any time. You
25 may accept or reject the offer of mortgage assistance we
26 obtain from your lender [or servicer]. If you reject the
27 offer, you do not have to pay us. If you accept the offer,
28

1 you will have to pay us [insert amount or method for
2 calculating the amount] for our services,” in violation of
3 the MARS Rule, 16 C.F.R. § 322.4(b)(1), and Regulation
4 O, 12 C.F.R. § 1015.4(b)(1);

5 ii. “[Name of company] is not associated with the
6 government, and our service is not approved by the
7 government or your lender,” in violation of the MARS
8 Rule, 16 C.F.R. § 322.4(b)(2), and Regulation O, 12
9 C.F.R. § 1015.4(b)(2);

10 iii. “Even if you accept this offer and use our service, your
11 lender may not agree to change your loan,” in violation
12 of the MARS Rule, 16 C.F.R. § 322.4(b)(3), and
13 Regulation O, 12 C.F.R. § 1015.4(b)(3); and

14 iv. “If you stop paying your mortgage, you could lose your
15 home and damage your credit,” in violation of the MARS
16 Rule, 16 C.F.R. § 322.4(c), and Regulation O, 12 C.F.R.
17 § 1015.4(c).

18
19 **COUNT VI**

20 **Unjust Enrichment from Ill-Gotten Gains**
21 **(Relief Defendant Business Team only)**

22 93. Relief Defendant Business Team has received, directly or indirectly,
23 funds or otherwise benefitted from funds that are the proceeds of the Montazeran
24 Enterprise’s unlawful acts and practices described in this Amended Complaint.

25 94. Relief Defendant Business Team has no legitimate claim to the ill-
26 gotten funds or benefits it received and will be unjustly enriched if it is not
27
28

1 required to disgorge the funds or the value of the benefits it received as a result of
2 the Montazeran Enterprise's unlawful acts or practices.

3 95. By reason of the foregoing, Relief Defendant Business Team holds
4 funds or assets in constructive trust for the benefit of injured consumers.

5
6 **CONSUMER INJURY**

7 96. Consumers have suffered and will continue to suffer substantial
8 injury as a result of Defendants' violations of the FTC Act and the MARS Rule
9 and Regulation O. In addition, Defendants have been unjustly enriched as a result
10 of their unlawful acts or practices. Absent injunctive relief by this Court,
11 Defendants are likely to continue to injure consumers, reap unjust enrichment, and
12 harm the public interest.

13
14 **THIS COURT'S POWER TO GRANT RELIEF**

15 97. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court
16 to grant injunctive and such other relief as the Court may deem appropriate to halt
17 and redress violations of any provision of law enforced by the FTC. The Court, in
18 the exercise of its equitable jurisdiction, may award ancillary relief, including
19 rescission or reformation of contracts, restitution, the refund of monies paid, and
20 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any
21 provision of law enforced by the FTC.

22 98. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 626 of the
23 Omnibus Act authorize this Court to grant such relief as the Court finds necessary
24 to redress injury to consumers resulting from Defendants' violations of the MARS
25 Rule, including the rescission or reformation of contracts, and the refund of money.

1 **PRAYER FOR RELIEF**

2 Wherefore, Plaintiff, FTC, pursuant to Sections 13(b) and 19 of the FTC
3 Act, 15 U.S.C. §§ 53(b) and 57b, the Omnibus Act, and the Court's own equitable
4 powers, requests that the Court:

5 A. Award Plaintiff such preliminary injunctive and ancillary relief
6 as may be necessary to avert the likelihood of consumer injury during the
7 pendency of this action, and to preserve the possibility of effective final
8 relief, including but not limited to, temporary and preliminary injunctions,
9 and an order freezing assets;

10 B. Enter a permanent injunction to prevent future violations of the
11 FTC Act and the MARS Rule/Regulation O by Defendants;

12 C. Award such relief as the Court finds necessary to redress injury
13 to consumers resulting from Defendants' violations of the FTC Act and the
14 MARS Rule/Regulation O, including but not limited to, rescission or
15 reformation of contracts, restitution, the refund of monies paid, and the
16 disgorgement of ill-gotten monies; and

17 D. Award Plaintiff the costs of bringing this action, as well as such
18 other and additional relief as the Court may determine to be just and proper.
19
20
21
22
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25
26
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1 Date: 12/14/13

Respectfully submitted,

2 **JONATHAN NUECHTERLEIN**
3 General Counsel

4 **JON MILLER STEIGER**
5 Director, East Central Region

6 
7 _____
8 **STEVEN W. BALSTER**

9 **JONATHAN L. KESSLER**

10 **MARIA DEL MONACO**

11 Attorneys for Plaintiff
12 FEDERAL TRADE COMMISSION
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File Number: Case 8:13-cv-00919-DOC-RNB Document 176 Filed 12/16/13 Page 23 of 24 Page ID #: 201 MOD 12711860		Loan Modification Notification		Code MOD 12711860	
Contact Phone Number (800) 983-2606			Property State IL		
Mortgage Assistance 3108 State Route 59 Ste 124-267 Naperville, IL 60564			Property Type: RESIDENTIAL		
			Notice Type: 010-M		
Personal ID Number MOD 12711860			Subject Home Retention		
Property Address and Zip Code 15 23 Brendan [REDACTED] Oak Park IL 60304-1610			RE: Mortgage Reduction Program		

State IL	Loan Modification	Your Mortgage Loan	Total Loan Amount \$ 180982
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Form 010-M **NOTICE REGARDING MORTGAGE REDUCTION** **2012**
YOUR IMMEDIATE PARTICIPATION IS RECOMMENDED Issued Date: February 16, 2012

PLEASE READ ENTIRE DOCUMENT CAREFULLY
 Based on your mortgage lender information and your property profile provided to us you may be qualified for loan modification. This includes the following:

1. Lower your monthly mortgage payments.
2. Lower your interest rate to as low as 2% fixed rate, 30 or 40 year term.
3. Modify your ARM or Option ARM into a lower fixed rate.
4. Repair your credit score..
5. Eliminate or reduce delinquent payments.
6. Reduce the principal of your second mortgage.
7. Discounted pay-off or forbearance amounts.

WHAT YOU NEED TO DO

Please call us at Toll Free: (800) 983-2606 for you free consultation

YOU MAY FORFEIT LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION

WE CAN HELP SAVE YOUR HOME.

Call: (800) 360-3782 **Se Habla Espanol**
 10:00 AM EST TO 10:00 PM EST (MON-FRI)
 11:00 AM EST TO 5:00 PM EST (SAT)

ATTACHMENT A

Fax Back to 1- 888 - 755 - 3386 to receive a call back within 24 hours

Page **35**

Please indicate best time to call _____ Cell Phone _____ Home Phone _____
 Email address _____ @ _____ By _____ Date / / _____

File Number MOD 148007	Loan Modification Notification		Code MOD 148007
Contact Phone Number (800) 896-9151	Property State MI		Property Type RESIDENTIAL
Modification Department 626 RXR Corp Plaza 6669 Uniondale, NY 11556	Notice Type: 010-M		Subject Payment Lower Mortgage
Personal ID Number MOD 148007	Property Address and Zip Code 50 79 Kelli Mayville MI 48744-9428		
RE: Available Mortgage Reduction Program			
State MI	Loan Modification	Your Mortgage Loan	Total Loan Amount \$ 111869

Form 010-M

MORTGAGE REDUCTION NOTIFICATION
YOUR IMMEDIATE PARTICIPATION IS REQUIRED

2011

Issued Date January 24, 2011

PLEASE READ ENTIRE DOCUMENT CAREFULLY

Based on your payment status you pre-determined for mortgage assistance/loan modification in conjunction with the U.S. Government HAMP(Home Affordable Modification Program) guidelines. People who qualify for the program may receive

1. Lower monthly mortgage payments.
2. Reduced interest rates as low as 2-3% on a fixed , 30 year term.
3. Access to more affordable insurance program which can reduce your homeowner's, automobile, medical & other policies by as much as 30-40%
4. Free re-assessment of your property value which may lead to reduced property taxes
5. Personal coaching from qualified financial planners to assist with budgeting and investment advice.
6. Free income tax preparation.
7. Improved credit rating.
8. And much more

Thousands of homeowners have taken advantage of this opportunity and have reduced their monthly mortgage payment by 30-60%

However due to the statute of limitations and government program deadlines time is limited. It is extremely important that you contact us today in order to take advantage of this opportunity.

CALL US TODAY AND TAKE CONTROL OF YOUR FINANCIAL FUTURE

Toll Free: (800) 896-9151

Se Habla Espanol

PLEASE REFERENCE THE CODE NUMBER LISTED ABOVE WHEN SPEAKING WITH CONSULTANT

BUSINESS HOURS: 10:00 AM EST TO 10 PM EST (MON-FRI)

Fax Back to 1- 888- 880-9710 to receive a call back within 24 hours

Please Indicate best time to call _____ Cell Phone _____ Home Phone _____

Email Address _____ @ _____ By _____ Date / / _____

This product or service has not been approved or endorsed by any government agency and this offer is not being made by an agency of government.

1-888-880-9710

Case 8:13-cv-00919-DOC-RNB Document 31-1 Filed 06/25/13 Page 11 of 163 Page ID #:1517

5516 19th St NW
Suite 100
Philadelphia, PA 19104

Case Reference Number: 0601-100000
Date: May 31, 2013



Legal Advertising
Address Change? Please contact our
Customer Service Department.



Disbursement No- 0601-100000

Contact Telephone Number:
TOLL FREE: 877-479-8029
BEST TIME TO CALL:
MON - FRI 8:00 AM TO 8:00 PM

Mortgagee	Case Reference No.	Regarding:	Current Balance Due:
Your Current Lender	0601-100000	HAMP 2.0.	\$179,146

Dear Debra,

Due to recent revisions of the New 2013 Making Home Affordable Program(HAMP 2.0) your mortgage loan has been flagged for Internal review. Prior attempts to notify you have not been successful. Our new incentives may allow you to restructure your loan without appraisal or closing costs.

This Program is currently available as low as: 2%

Under specifications of this program, a home loan in the amount of \$179,146 could have a new Principle amount and interest payment of: \$662*. Please Note: HAMP 2.0 Evaluation is Private and Confidential. Financial Hardship not required to participate. CALL TODAY 877-479-8029; For immediate review of this program you must contact our office within 3 business days of receiving this notice.

WHAT STEPS SHOULD YOU TAKE IMMEDIATELY:

1. Please locate your Case Reference No., and call today 877-479-8029
2. Hold times up to 6 minutes, Please have General Information Available for Verification Purposes
 - Case Reference Number: 0601-100000
 - Subject Property Address:
 - Last four digits of your Social Security Number:
 - Mortgage Statement

BENEFIT: Programs completed in JUNE may not have a first payment until DECEMBER.

For Immediate Assistance and Pre-Qualification Verification:
1-877-479-8029

NOTE: This program contains provisions for restructuring your current loan without limitation to your home's current value, current employment or household income. Further this program may allow for the skipping of one or two month's mortgage payments, reduction of principal balance and interest rate. Please be advised that the aforementioned program and benefits offer will expire on June 14, 2013.

Exhibit 19 Page 123

Case 8:13-cv-00919-DOC-RNB Document 176-1 Filed 06/25/13 Page 12 of 163 Page ID #:1513

United States Law Center is not sponsored or affiliated with your lender and this advertisement is not authorized by your lender. Information was obtained from public record sources. This advertising material has been prepared by United States Law Center. This advertising material does not contain or constitute legal advice. No attorney-client relationship is established by virtue of this advertising. Pre-selection criteria and review of public record data and mortgage data consists of lender name, loan amount, loan-to-value percentages, date of loan, possible default status and residential jurisdiction. United States Law Center does not guarantee outcome of particular result in any way, shape or form. United States Law Center is a nationwide law office with licensed attorneys to practice law in the states we market in California, Maryland, Washington D.C., Texas, Illinois, Indiana, New York, New Jersey, Nevada, Florida, Pennsylvania, and Ohio. This is an educational legal advertisement. United States Law Center is not sponsored by or affiliated with any government agency. This offer is not being made by any agency of the government. Not all applicants will qualify for legal services.

Exhibit 19 Page 124