

21 CV 000775

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO.: _____

2021 JUN 25 A 4:59

WAKE CO., C.S.C.

BY _____

STATE OF NORTH CAROLINA *ex rel.*
JOSHUA H. STEIN, Attorney General,

Plaintiff,

v.

MICHAEL D. GRINNELL, individually
and d/b/a AMSTAR SERVICES and
HOME RELIEF SERVICES,

Defendant.

COMPLAINT

**MOTION FOR TEMPORARY
RESTRAINING ORDER**

**MOTION FOR
PRELIMINARY INJUNCTION**

INTRODUCTION

Plaintiff State of North Carolina, by and through its Attorney General, Joshua H. Stein, brings this action against Defendant Michael D. Grinnell, doing business as Home Relief Services and Amstar Services, pursuant to North Carolina’s Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, and the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1. The State alleges that Defendant has engaged in unlawful “debt adjusting” by operating a mortgage loan modification and foreclosure assistance scheme whereby Defendant has collected illegal advance fees from North Carolina consumers with the promise that Defendant would reduce consumers’ mortgage loan payments, obtain loan forbearances, and/or prevent foreclosure by consumers’ lenders or mortgage servicers, but Defendant has failed to perform any beneficial services. Plaintiff seeks a Temporary Restraining Order, preliminary and permanent injunctive relief, as well as refunds for consumers, statutory civil penalties, attorneys’ fees, costs, and other appropriate relief.

PARTIES

1. Plaintiff is the State of North Carolina (the “State”), acting on relation of Attorney General Joshua H. Stein, pursuant to authority granted in Chapters 14, 75, and 114 of the North Carolina General Statutes.

2. Defendant, Michael D. Grinnell (“Grinnell”), is an adult individual whose last known address, upon information and belief, is 10535 Lindley Avenue, Apartment 10, Porter Ranch, California 91326-3238. Upon information and belief, at all relevant times, Grinnell has owned, operated, and managed both Home Relief Services (“Home Relief”) and Amstar Services (“Amstar”), and is responsible for the illegal acts of both Home Relief and Amstar in North Carolina.

3. Upon information and belief, Home Relief and Amstar are not registered to do business in North Carolina, and are not incorporated in any capacity, e.g., as corporations, partnerships, limited companies, or limited liability partnerships. Upon information and belief, Grinnell caused the names “Home Relief Services” and “Amstar Services” to be filed as fictitious business names with Los Angeles County, California, on or about April 18, 2018.

4. Upon information and belief, Home Relief and Amstar have operated as business entities from 1055 West 7th Street, Penthouse Suite, 33rd Floor, Los Angeles, California, 90017, among other locations.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Defendant pursuant to N.C. Gen. Stat. § 1-75.4 because Defendant has solicited business within the State of North Carolina and received payment from North Carolina consumers for services to be rendered in connection with mortgage loans made to North Carolina borrowers on real property located in the State of North Carolina.

6. Venue properly lies in Wake County pursuant to authority granted to the Attorney General under N.C. Gen. Stat. § 75-14.

FACTUAL ALLEGATIONS

7. Upon information and belief, beginning in or about 2018, Home Relief advertised that it could assist financially distressed borrowers who were at risk of defaulting on their mortgage loans and facing possible foreclosure on their homes. Home Relief represented that it had specialized expertise in negotiating with consumers' lenders or mortgage servicers on consumers' behalves to obtain loan modifications for consumers, including significantly reduced interest rates and lower monthly payments, forbearances, and other favorable loan terms.

8. Home Relief solicited North Carolina consumers over the internet through its website, homereliefservice.org. Home Relief also solicited consumers through telemarketing phone calls Home Relief made to consumers urging them to purchase mortgage loan modification services.

9. Home Relief charged consumers substantial fees for its mortgage loan modification services. Upon information and belief, Home Relief typically charged consumers at least \$2400 for its services, even though most lenders and servicers will provide borrowers with mortgage loan modifications at no cost when borrowers demonstrate hardship and certain criteria are met.

10. In its telephone solicitations of consumers, and in written agreements with consumers, Home Relief promised that a full refund would be provided if a final loan modification was not obtained within three months. For example, Home Relief provided affiant Willis, whose affidavit is attached hereto, a document purporting to be a "100% MONEY BACK-GUARANTEE," stating: "Home Relief Service shall not be entitled to any compensation unless a final loan modification offer has been signed and accepted by both the lender and the borrower

[within three months].”

11. Upon information and belief, in most, if not all instances, Home Relief charged its fees and collected the fees upfront, prior to performing any services, if any services were performed.

12. Upon information and belief, in many instances consumers paid Home Relief’s fee in installments over one to three months, and mailed one or more checks to Home Relief’s address. For example, affiant Willis mailed three checks in the amount of \$800 each, for a total of \$2,400, to Home Relief for its fee.

13. Upon information and belief, in many instances, checks mailed to Home Relief were cashed by Defendant, who signed the checks “Michael Grinnell,” and Defendant represented on the checks that he was “Owner” of Home Relief. For example, Defendant signed each of the three checks sent by affiant Willis—which were made out to “Home Relief Service”—as “Owner” of Home Relief.

14. Upon information and belief, in many instances, borrowers were unable to afford both Home Relief’s steep fee and to remain current on their mortgage loans, if they were current. If borrowers were experiencing financial difficulty, Home Relief encouraged consumers to pay Home Relief’s fee instead of their mortgage loan; assured consumers that Home Relief would handle all communications with consumers’ lenders or mortgage servicers to ameliorate any resulting delinquency or default; and represented that Home Relief would prevent foreclosure on consumers’ homes.

15. For example, affiant Willis was unable to afford both Home Relief’s fee and his monthly mortgage payment. At the time he and his wife entered into Home Relief’s program, they were current on their mortgage payments but were struggling to make their payments due to Mr.

Willis' loss of his job and illness. Home Relief assured them it would be successful in getting a loan modification that would reduce their interest rate and monthly payment, and instructed them to pay Home Relief's fees. However, three months after entering into Home Relief's program and missing mortgage payments due to paying Home Relief's fee, the Willis's loan went into default. When Mr. Willis contacted Home Relief, he was instructed not to communicate with his mortgage lender, and leave everything to Home Relief "to handle."

16. Upon information and belief, despite its promises to assist consumers, in fact, Home Relief provided very few, if any, beneficial services to consumers. Upon information and belief, in most instances, Home Relief failed to procure favorable mortgage loan modifications for consumers, or to save consumers' homes from foreclosure if the consumer was facing foreclosure. For example, affiant Willis and his wife remained in Home Relief's program for almost nine months. However, at the end of the nine month period—during which Home Relief solicited an additional payment of between \$3,500 to \$4,700 from the Willises to obtain a mortgage modification (after the Willises had already paid \$2,400), telling them the funds were required by their lender's "investors," and which the Willises refused to pay because they could not afford it—Mr. Willis was informed by Home Relief that the "federal government [had] denied any and all options" for them.

17. Upon information and belief, in most instances, consumers ended up markedly worse off after having retained Home Relief. As a result of Home Relief's non-performance after collecting substantial fees, consumers lost much-needed monies that could have been used to pay their lenders or servicers or to provide for their families in a time of financial distress. Further, as a result of Home Relief's deceptive misrepresentations, many consumers lost critical time, and in some instances, forewent options that could have been used to actually and effectively address

their situations. In affiant Willis's case, after canceling with Home Relief, he and his wife began working with their lender on their own, but they had lost \$2,400 to Home Relief, and were behind on their mortgage payments, which caused their loan to accrue additional interest and further damaged their credit. Further, the Willises' lender, Freedom Mortgage, indicated to them that it had received no communications from Home Relief on their behalf.

18. Despite Home Relief's failure to provide beneficial services, upon information and belief, Home Relief rarely, if ever, provided refunds to consumers, even when consumers requested refunds of the monies they paid. For example, affiant Willis repeatedly requested a refund from Home Relief, but Home Relief failed to provide any refund.

19. Upon information and belief, sometime in 2018, Defendant and Home Relief transitioned to the name "Amstar Services," and they began soliciting consumers over the internet for mortgage loan modification services through the website amstarservice.org. Other than the change in name from "Home Relief Services" to "Amstar Services," Defendant and Home Relief's business practices, described above, were entirely unchanged. The affidavit of Consumer Specialist David Evers, attached hereto, describes the experience of North Carolina consumer S.S., who contracted with Amstar. S.S.'s experience with Amstar is highly similar to that of the Willises' experience with Home Relief; and the documents she signed with Amstar were identical to those provided to consumers by Home Relief, other than naming Amstar as the purported provider of services rather than Home Relief. Like Mr. Willis, despite being promised a mortgage loan modification by Amstar and after paying Amstar substantial upfront fees, S.S. received no loan modification, and received no refund, despite her requests for a refund.

20. Upon information and belief, in many instances, checks mailed to Amstar were cashed by Defendant, who signed the checks "Michael Grinnell"; and Defendant wrote on the

checks that he was “Owner” of Amstar. For example, as set forth in Mr. Evers’ affidavit, consumer S.S. mailed three checks of \$882 each, for a total of \$2,646, to Amstar. Defendant signed the checks, representing that he was “Owner” of Amstar.

21. Defendant has operated numerous illegal mortgage loan modification and foreclosure relief schemes under myriad names. In November 2017, the State of Ohio brought an enforcement action against Defendant, and two companies organized by Defendant, Equitable Century Group, LLC and 1st Financial Associates, LLC, both of which were California companies located in Los Angeles. *State of Ohio, ex rel. Ohio Attorney General Michael DeWine v. Equitable Century Group, LLC, et al.*, 17CV009813 (Court of Common Pleas, Franklin County) (filed Nov. 2, 2017).

22. In its enforcement action, the State of Ohio alleged that Defendant and his businesses engaged in illegal, and unfair and deceptive practices under Ohio law, by accepting monies from Ohio consumers for mortgage loan modification services; failing to perform the services; and charging fees in excess of those allowed by Ohio law. The State of Ohio alleged that Defendant had also engaged in mortgage loan modification services under the unincorporated, fictitious business names Tri-West USA, TW & Associates, and NorthStar Finance Group, which were not registered in California or Ohio. The Franklin County Court of Common Pleas entered a permanent injunction against Defendant, together with a monetary judgment, on April 12, 2018.

23. Subsequently, June 25, 2020, the State of Oregon’s Department of Consumer and Business Services’ Division of Financial Regulation issued a cease and desist order against Defendant and Amstar. The Oregon order found that Defendant and Amstar had engaged in violations of Oregon law by, among other actions, accepting fees for mortgage loan modification services, when Defendant and Amstar failed to perform the services and were not licensed. The

Division of Financial Regulation’s order entered a permanent injunction against Defendant, as well as judgment for restitution and civil penalties. *In the Matter of: Amstar Service aka Amstar Services, Michael Grinnell, Alex Newman*, DM-19-0126, Final Order to Cease and Desist And Order Assessing Civil Penalties Entered by Default, Oregon Department of Consumer and Business Services, Division of Financial Regulation (June 25, 2020).

24. In further support of its allegations, the State submits (a) the affidavits of North Carolina consumer Gregory Willis and Consumer Specialist David C. Evers; (b) the State of Ohio’s enforcement action, and subsequent judgment entered by the Ohio Court of Common Pleas; and (c) the State of Oregon’s Cease and Desist Order; all of which are attached hereto and are submitted in support of the State’s Complaint and Motion for a Temporary Restraining Order and a Preliminary Injunction.

CLAIMS FOR RELIEF

CLAIM I VIOLATION OF NORTH CAROLINA DEBT ADJUSTING STATUTE, N.C. GEN. STAT. § 14-423, *et seq.*

25. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

26. Defendant is engaged in the unlawful business of “debt adjusting,” which is prohibited by Article 56 of Chapter 14 of the General Statutes. Debt adjusting specifically includes the mortgage loan modification and foreclosure assistance services as offered and provided by Defendant, Home Relief and Amstar.

27. N.C. Gen. Stat. § 14-423(2) prohibits the practice of “debt adjusting,” which includes the business of “debt settlement” and “foreclosure assistance,” where the debt adjuster collects an advance fee for its services. Specifically, the statute defines “debt adjusting” as follows:

Debt adjusting also includes the business or practice of debt settlement or foreclosure assistance whereby any person holds himself or herself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor, whether or not the person distributes the debtor's funds or property among the creditors, and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or in advance of all the services agreed to having been rendered in full.

N.C. Gen. Stat. § 14-423(2).

28. The activity of debt adjusting is prohibited by N.C. Gen. Stat. § 14-424, which provides that “[i]f any person shall engage in, or offer to or attempt to engage in the business or practice of debt adjusting, or if any person shall hereafter act, offer to act, or attempt to act as a debt adjuster, he shall be guilty of a Class 2 misdemeanor.”

29. Defendant, through his businesses Home Relief and Amstar, has engaged in “debt adjusting” services prohibited by North Carolina law, in that:

- a. Home Relief and Amstar have engaged in the business or practice of “debt settlement,” as they have held themselves out as acting as an intermediary between consumers and consumers’ lenders or servicers in order to obtain loan modifications for consumers – namely, for the purpose of negotiating, reducing, or altering the terms of consumers’ mortgage loans;
- b. Home Relief and Amstar also have engaged in the business or practice of “foreclosure assistance,” as they held themselves out as acting as an intermediary between consumers and consumers’ lenders or servicers in order to obtain loan forbearances, loan modifications, or other concessions on behalf of consumers in order to prevent foreclosures on consumers’ homes; and

- c. Home Relief and Amstar received a fee or other consideration for their services, which they charged and collected in advance of all the debt settlement or foreclosure assistance services agreed to having been rendered in full.

30. Pursuant to N.C. Gen. Stat. § 14-425, the Attorney General, in an action brought in the name of the State, may seek to enjoin as an unfair and deceptive trade practice, the offering of any debt adjusting services or the continuation of any debt adjusting services. The Attorney General also may seek, under this provision, the appointment of a receiver, the return to consumers of all monies paid to the debt adjuster, civil penalties under N.C. Gen. Stat. § 75-15.2, and attorneys' fees under N.C. Gen. Stat. § 75-16.1.

**CLAIM II
VIOLATION OF THE NORTH CAROLINA
UNFAIR AND DECEPTIVE TRADE PRACTICES ACT,
N.C. GEN. STAT. § 75-1.1**

31. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

32. In connection with the solicitation, promotion, offering for sale, or rendering of loan modification and foreclosure assistance services, Defendant, through his businesses Home Relief and Amstar, has engaged in a pattern of unfair and deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1. Such unfair and deceptive acts and practices include, but are not limited to, the following:

- a. Making deceptive and misleading representations to consumers that Home Relief and Amstar could and would obtain loan modifications on behalf of consumers on highly favorable terms, without any basis for believing that Home Relief and Amstar could obtain such loan modifications;

- b. Collecting money from financially distressed consumers for loan modification and foreclosure assistance services, but failing to render any meaningful or beneficial services on behalf of consumers;
- c. Representing that consumers would receive full refunds if Home Relief or Amstar failed to obtain a mortgage loan modification for the consumer, when very few, if any, consumers, received such refunds; and
- d. Inflicting substantial harm on financially distressed consumers by causing consumers to lose critical time and money in addressing their mortgage loan or foreclosure situations.

33. In connection with the advertising, marketing, promotion, solicitation, offering for sale or sale of loan modification and foreclosure assistance services, Defendant, through Home Relief and Amstar, has engaged in violations of North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, as alleged above, which pursuant to N.C. Gen. Stat. § 14-425, constitute violations of N.C. Gen. Stat. § 75-1.1.

REQUEST FOR A TEMPORARY RESTRAINING ORDER
UNDER N.C. GEN. STAT. §§ 75-14 AND 14-424

34. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

35. Defendant's acts, practices, representations, and omissions have harmed consumers in this State by causing consumers to pay substantial, illegal fees to Defendant for sham services; to lose monies that could have been paid to consumers' mortgage lenders or servicers; in some instances, to become delinquent or further delinquent in payments on their mortgage loans; and, in some instances, contributed to consumers' being foreclosed upon.

36. As shown by this complaint and the accompanying affidavits and exhibits, Defendant's above-alleged acts, practices, representations, and omissions are illegal. Plaintiff respectfully asks the Court to issue a Temporary Restraining Order pursuant to N.C. Gen. Stat. §§ 75-14 and 14-424 so that further harm to consumers and further violations of law may be prevented.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court for the following relief:

1. That the Court issue a Temporary Restraining Order pursuant to N.C. Gen. Stat. §§ 75-14 and 14-424 prohibiting Defendant, Home Relief, Amstar, and any other entity owned or operated by Defendant that provides or has provided debt adjusting services, and their agents, employees, successors or assigns, and any persons acting in concert with them, from:

- a. Advertising, soliciting, or entering into contracts with North Carolina consumers for the purpose of, or engaging in, any unlawful debt adjusting activities in violation of North Carolina's Debt Adjusting statute, N.C. Gen. Stat. §§ 14-423 and 14-424;
- b. Advertising or soliciting, entering into contracts with, or collecting money from North Carolina consumers for the purported performance of loan modification services, foreclosure assistance services, or any other debt relief services;
- c. Engaging in unfair or deceptive trade practices in the offering or conduct of their business with consumers in this State; and

- d. Disposing of business records and spending or transferring funds obtained from North Carolina consumers for the performance of illegal debt adjusting or loan modification services.

2. That Defendant be required, under N.C. Gen. Stat. §§ 75-14 and 14-425, to produce the following records no later than three (3) days prior to the preliminary injunction hearing or within ten (10) days of entry of a Temporary Restraining Order, whichever is sooner:

- a. A verified list of the names and addresses of all North Carolina consumers to whom Defendant, Home Relief, Amstar, and/or any other entity owned or controlled by Defendant, contracted to perform foreclosure assistance, loan modification, debt relief, or any related services, at any time since January 1, 2017, together with an individualized accounting of all payments received from each such consumer.
- b. The name and address of every bank at which Defendant, and/or any entity under Defendant's control, maintains deposit, checking, or other accounts, together with the account number for each such account, a statement of the current balance in each such account, and a copy of bank statements for each such account that covers the period January 1, 2017 to the present.

3. That, upon proper notice to Defendant and within ten (10) days of the entry of a Temporary Restraining Order, a hearing be conducted to determine whether that Order, or any reasonable modification thereof, should not be continued in the form of a preliminary injunction pending the final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14.

4. That upon final adjudication of this cause, the Court issue a permanent injunction, pursuant to N.C. Gen. Stat. §§ 75-14 and 14-424.

5. That, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1, all agreements between any North Carolina consumer and Defendant, Home Relief, Amstar, and/or any other entity owned or controlled by Defendant, for the provision of foreclosure assistance services, loan modification services, or any other debt relief services, be cancelled.

6. That Defendant, Home Relief, Amstar, and any other entity owned or controlled by Defendant, be ordered to refund all sums collected from North Carolina consumers resulting from Defendant's, Home Relief's, Amstar's, and any other such entity's, violations of the Debt Adjusting statute and N.C. Gen. Stat. § 75-1.1, pursuant to N.C. Gen. Stat. §§ 14-425 and 75-15.1.

7. That Defendant, Home Relief, Amstar, and any other debt relief entity owned or operated by Defendant, be ordered to pay appropriate civil penalties pursuant to N.C. Gen. Stat. § 75-15.2.

8. That the State be awarded costs of this action and reasonable attorneys' fees, pursuant to N.C. Gen. Stat. § 75-16.1.

9. That the State be granted such other and further relief as may be just and proper.

This the 25th day June, 2021.

JOSHUA H. STEIN
NORTH CAROLINA ATTORNEY GENERAL

By:



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STATE OF NORTH CAROLINA
COUNTY OF HARNETT

AFFIDAVIT OF GREGORY K. WILLIS

I, Gregory K. Willis, being first duly sworn, depose and say as follows:

1. My name is Gregory K. Willis, and I am a resident of Bunnlevel, North Carolina.

2. After retiring from the U.S. military, I worked overseas for a number of years doing the same type of maintenance work I did in the military. However, in 2016, I was diagnosed with colon cancer, and I lost my job in 2017 because of health problems. I was declared disabled and unable to work. My income was significantly reduced, and I wanted to lower the monthly mortgage payments my wife and I were paying to our lender Freedom Mortgage. In April 2018, I researched several companies online and saw a website for Home Relief Service (“HRS”) at www.homereliefservice.org. The website said HRS helped borrowers get mortgage loan modifications to lower their monthly payments, so I called the telephone number on HRS’s website. Based on HRS’s website, it looked like a reputable company, and its website guaranteed a low interest rate of 2% or “your money back guaranteed.” This was lower than the 4% interest rate I had at the time, so it sounded like the relief we needed.

3. My initial contact at HRS was with a “client representative” who said his name was “Bill Spencer.” Mr. Spencer described HRS’s services to me. Mr. Spencer said HRS had a lot of experience in working with mortgage lenders, and that HRS worked with consumers to reduce their mortgage interest rates. Mr. Spencer said that HRS would work on our behalf with Freedom Mortgage to get a loan modification to reduce our interest rate to 2% and to lower our monthly mortgage payments. Mr. Spencer said HRS would take care of everything, including all communications and negotiations with Freedom Mortgage. Mr. Spencer said HRS’s fee was



\$2400.00, which was a lot of money to us—but Mr. Spencer said that we could pay the fee in three monthly installments of \$800.00 over three months.

4. HRS's website, its representatives, and the documents HRS sent us, all stated HRS had a "100% money-back guarantee," under which HRS would give consumers a 100% full refund if HRS was not able to get the consumer a final loan modification offer that was signed and accepted by both the consumer and lender. Based on this promise, and because HRS seemed very knowledgeable and we really needed help, we decided to sign on with HRS.

5. Mr. Spencer e-mailed us various documents to sign, including: (a) a Fee Agreement; (b) a "Settlement Terms Form"; (c) an HRS invoice for \$2400.00 to be paid to HRS; and (d) a "Borrower Assistance Form." The "Fee Agreement" set out our contract. The "Settlement Terms Form" represented that HRS would propose a fixed interest rate of 2.0% on the remainder of our mortgage loan term, which would save us \$229.23 per month, reducing our mortgage payments from \$924.52 to \$695.29 per month. The "Borrower Assistance Form" set out blanks for my wife and me to complete, in which we were to describe our sources of income, expenses, and our hardship.

6. In addition to the above documents, Mr. Spencer emailed us several other forms to sign. These included: (e) HRS's "100% Money Back – Guarantee", which set out HRS's guarantee to provide consumers with a refund if HRS was not able to obtain a loan modification; (f) an "Authorization to Represent Form"; and (g) a "Notice to Cease & Desist." The "Authorization to Represent Form" was addressed to Freedom Mortgage, and stated that my wife and I authorized HRS to be our "designated agents" "to do whatever possible to negotiate and achieve a new payment plan for [our] mortgage loan." The "Notice to Cease & Desist" directed "To whom it

may concern,” which I assumed was Freedom Mortgage, that it “Cease and Desist all telephone contact” with my wife and me and to instead contact HRS about our account.

7. At HRS’s direction, I signed all of the above documents at the end of April 2018 and emailed them all back to HRS. Copies of the documents that HRS sent us together with some of my emails to HRS are attached as **Attachment A**.

8. I sent in all the documentation that HRS said it needed to get a loan modification for us, including tax returns, proof of income and expenses, and bank statements. HRS requested that I pay HRS \$2400.00 upfront, but I didn’t have that much money. So, on May 1, 2018, I sent HRS three checks for \$800.00 each, dated April 30, 2018, May 31, 2018 and June 30, 2018, for a total of \$2400.00. HRS cashed the checks on May 7, June 1, and July 2, 2018. Copies of my email to HRS confirming the mailing of my checks, my Fed Ex mailing receipt, and my checks to HRS and bank statements, showing proof of my payments to HRS are attached as **Attachment B**.

9. In April 2018 when I first contacted HRS, my wife and I were current on our mortgage and were not delinquent, but we were struggling to make the payments. However, I could not afford to pay both HRS and Freedom Mortgage at the same time. HRS’s representatives assured me that HRS would be successful in getting a favorable loan modification for us.

10. In May and June 2018, we began receiving notices from Freedom Mortgage notifying us that our mortgage was delinquent. I immediately forwarded all of these notices and all correspondence from Freedom Mortgage to HRS, as HRS’s representatives specifically instructed me that my wife and I were not to have any contact with or communicate with Freedom Mortgage, and that we were to leave everything to HRS to handle.

11. In July 2018, I received a notice from Freedom Mortgage saying that Freedom Mortgage was going to terminate our loan because of default. I got very worried and could not

understand why we were receiving these notices, as HRS had told me they would handle everything with our lender, so I sent multiple emails to HRS asking about the status of our mortgage loan modification. Copies of some of the delinquency notices, as well as some of my emails forwarding them to HRS are attached as **Attachment C**.

12. On July 30, 2018, I received a phone call from a "Jonathan Lopez" who said he was an attorney, and that he was handling my mortgage loan modification with Freedom Mortgage. Mr. Lopez informed me that he was with "Amstar" and when I asked him how Amstar received my loan modification from HRS, he was not clear. Given that Mr. Lopez knew the details of my mortgage that I had sent to HRS and said he was working on our behalf, I assumed that HRS and Amstar were either related, or that HRS was working with Amstar and had referred my modification to Amstar. Mr. Lopez assured me Amstar was working on my loan modification, but he claimed that the trustees of Freedom Mortgage "could not read my bank statements," and that I needed to re-send copies of my bank statements to Amstar. As a result, I continued to send copies of my bank statements to HRS's representatives, including Roxy Gonzalez, and to Mr. Lopez at Amstar, as they both told me that HRS and Amstar were working on my loan modification. Some of my email correspondence with HRS and Amstar during this period is attached as **Attachment D**.

13. Based on their assurances, I assumed that HRS and Amstar were still working on our mortgage loan modification. In October 2018, Mr. Lopez emailed me, saying that Freedom Mortgage's "investors" were requiring that I pay \$3,500.00 to get a loan modification, and Mr. Lopez emailed me an invoice from Amstar dated October 3, 2018 for \$3,500.00 that said it was for "Investor's Requirement." I did not pay it because I could not afford to, and I was getting frustrated. On November 15, 2018, Mr. Lopez emailed me again saying: "Hello sir i'm sending

you this email to remind you of the demand amount that is due they are putting aside the amount is \$5,694.15 which you advised me that you would have this month.” At this point, I became very frustrated. I wrote Mr. Lopez back that day and reminded him that the amount that he had previously told me that the “investors” needed was \$3,500.00. I told Mr. Lopez that I had already paid HRS \$2,400.00 over four months earlier, and I still did not have a loan modification—and that I could not afford to pay an additional \$3500.00, let alone \$5,694.15. Copies of the October invoice from Amstar, Mr. Lopez’s November email, and my return email are attached as **Attachment E**.

14. In December 2018, I continued to contact HRS’s and Amstar’s representatives to inquire about the status of our mortgage loan modification, but it was increasingly difficult to reach them. The phones for their representatives were often busy, and their representatives often did not respond to my emails. In November or December 2018, Mr. Lopez told me that there was a hold up for processing my mortgage loan modification because there was a “lien” against my home that showed up in the credit report “run by the investors.” I contacted all three major credit bureaus, and I checked with the Register of Deeds in Harnett County and did not find a record of any lien against my property. Copies of some of my email correspondence to HRS and Amstar in November and December 2018 are attached as **Attachment F**.

15. In early January 2019, HRS’s and Amstar’s representatives told me that my loan restructuring was final and would be completed by January 11, 2019. However, January 11 came and went with no loan modification, despite my numerous attempts to contact HRS and Amstar to find out what happened. Finally, on January 28, 2019, Mr. Lopez emailed me saying, “unfortunately i regret to inform you that the federal govt. denied any and all options for you i’ve advised all parties involved. again i can not stress enough that the mortgage company approved

you but the govt ultimately denied you at the last minute.” I was deeply upset with this chain of events, and I wrote Mr. Lopez, demanding that Amstar and HRS provide documentation to me of the “government’s denial” and why I did not qualify for a loan restructuring. Although I have written and called Amstar and HRS many times after January 28, 2019, I have not been able to reach them. I have not heard any more from either Amstar or HRS; and Amstar and HRS did not provide me with any documents showing any of their purported communications to or from Freedom Mortgage, or that Freedom Mortgage approved me for a modification but that it was denied by the government, as they claimed. Copies of some of my email correspondence to Amstar and HRS in January and February 2019 are attached as **Attachment G**.

16. In early February 2019, I contacted the North Carolina Attorney General's Office to report my experience. The Attorney General’s Office sent my complaint to HRS but received no response. After re-sending my complaint to Amstar, a “Sean Robinson,” who represented he was from “Executive Administration,” responded to my complaint, claiming that my loan was “in review for Mortgage Assistance” from September 2018 through January 2019, but that the “investor had denied any and all options” for me, and that “the company” had done all they could for me. The letter had no return address, phone number or email address on it, and had no letterhead. The letter did not mention Amstar or HRS, and the sender did not offer to refund my money. A copy of my complaint to the Attorney General’s Office, and the response the Attorney General’s Office received, which the Attorney General’s Office forwarded to me, is attached as **Attachment H**.

17. I am now working directly with my lender Freedom Mortgage to modify my loan and to prevent foreclosure on my home. Freedom Mortgage has not indicated that they have had any communication with HRS or Amstar at any time. I am hoping that by submitting this affidavit,

I will raise awareness about this fraudulent company, and that this will not happen to any other consumers in the future.

Gregory K. Willis 12 July 2019
Gregory K. Willis Date

Sworn to and subscribed before me

This the 12 day of July, 2019

D. M. G., SSgt, USAF
Notary Public

My Commission Expires: N/A 10 USC 1044g

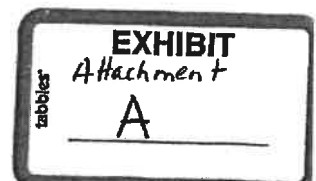
-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: noelle <noelle@homereliefservices.org>
CC: bill <bill@homereliefservices.org>
Sent: Tue, 24 Apr 2018 21:03
Subject: Home Relief Documents

Hello,

This Gregory Willis, here is the documents that you wanted me to fill out. Also my house earnings for last year and my proof of monthly income. I have not worked since 27 august 2017 and have been trying to get by on my wife and I retirement and SSI. I am getting behind more and more on my bills and if I don't do something I will be in real trouble so if your company can do anything for me I would appreciate it.

Thank You
Gregory Keith Willis 910-814-8352 Cell: 910-814-8352



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: noelle <noelle@homereliefservices.org>

CC: bill <bill@homereliefservices.org>

Sent: Tue, 24 Apr 2018 21:42

Subject: Follow on Documents

Hello,

Here are the signed documents and the proof of income that goes with the main package. The reason that I can't work is because in November of 2016 I was diagnosed with a large right upper colon cancer mass and I went into surgery in December 2016 and went through Chemotherapy until June of 2017 and was released from my job because of health reasons while still overseas and came back to restart rehab but the prognosis from my doctors say that my lower back and nephropathy along with my age and overall weakness, will most likely prevent me from ever going back to work again so my health will not let me come back to what I have been doing for about 40 years. So I am trying to get things situated for my wife and I before things get too far out of hand financially so any help I can get will greatly be appreciated.

Thank You,

Gregory Keith Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: bill <bill@homereliefservice.org>

CC: noelle <noelle@homereliefservice.org>

Sent: Mon, 30 Apr 2018 19:44

Subject: Last 2 Bank Statements and Water Bill Requested

Hello,

Here are the other documents that you asked for.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

.From: Gregory K. Willis <bigwillie96@aol.com>

To: noelle <noelle@homereliefservice.org>

CC: bill <bill@homereliefservice.org>

Sent: Wed, 25 Apr 2018 14:41

Subject: Mortgage Statement

Hello,

Here is the copy of my Freedom Mortgage statement.

Thank You.

Gregory K. Willis 9108148352 Cell: 910-514-0052

HOME RELIEF SERVICE

1999 Avenue of the Stars Suite #1100
Century City, CA. 90067
Toll Free: (888) 636-1638 Fax: (310) 888-3656

**Congratulations, we have accepted to take on your case.
Please Review and Accept Our Service Offer Attached.
Call 1(888) 636-1638 for Immediate Assistance.**

Loan
Number: [REDACTED]
Property
Address: 92 S. HARNETT LN.
BUNNLEVEL, NC. 28323

Dear Borrower(s): **GREGORY & ELAINE WILLIS**

Congratulations, based on our review, it seems that you are a good candidate for our lender/servicer complaint program which may result in a favorable settlement outcome. If you choose to accept our service offer we will initiate our service to file a federal regulatory complaint against your lender/servicer.

The enclosed service offer will outline the proposed settlement terms requested by your lender/servicer.

To Accept This Service Offer:

- Read, Review, Sign and Return the Proposed Settlement Terms Form**
- Read, Review, Sign and Return the Hardship Letter/Affidavit Form**
- Read, Review, Sign and Return the Dodd Frank Certification Form**
- Read, Review, Sign and Return the IRS 4506-T form**
- Read, Review, Sign and Return the Terms and Conditions Fee Agreement**
- Make the retainer fee agreement payment to get started!**

WE WOULD LIKE YOU TO ACCEPT THIS SERVICE OFFER BY: APRIL 30TH

If you do not complete and send the above/attached forms by the above date, you must contact us if you still wish to be considered for the lender/servicer complaint program.

To better understand the proposed settlement terms, please review the attached immediately.

Don't delay—take advantage of this great service offer by:

Sincerely,

BILL SPENCER

Client Representative

Phone: 1(888) 636-1638

Attachments: (1) Proposed Settlement Terms, (2) Completed Hardship Letter/Affidavit, (3) Completed Dodd Frank Certification Form, (4) Completed IRS 4506-T Form, (5) Terms and Conditions Fee Agreement, (6) Fax Coversheet.

TERMS AND CONDITIONS FEE AGREEMENT

This FEE AGREEMENT is made and entered into between, Home Relief Service (herein "HRS") and the Client(s) GREGORY & ELAINE WILLIS (herein "Client") for services as described herein.

1. **CONDITIONS:** This agreement will not take effect, and we will have no obligation to provide said services, until the original fully signed and dated agreement is delivered to us together with payment of the non refundable retainer fee as indicated below.
2. **SCOPE OF SERVICES:** You are retaining HRS to represent you in the following matter: **To prepare and file a Federal Regulatory Complaint with a federal governmental agency and prepare a Settlement Package to that Complaint for your Lender/Service.** We will provide said services reasonably required to represent you. We will take reasonable steps to keep you informed of the progress of the matter, and to reasonably respond to your inquiries.
3. **RESPONSIBILITIES OF THE PARTIES.** HRS will provide said services reasonably required to represent Client in preparing and filing the Federal Regulatory Complaint and preparing a Settlement Package to that Complaint for Client's lender/service described in Paragraph 2: "Scope of Services" and will take reasonable steps to keep Client informed of progress and developments and to respond promptly to inquiries and communications. Client agrees to be truthful with HRS, to cooperate, to be in communication with HRS, to keep HRS informed of any information and developments which may come to Client's attention, to abide by this Agreement, to pay HRS's invoices on time, and to keep HRS advised of Client's address, telephone number and whereabouts. You understand that your failure to comply with any of the terms and conditions of this agreement may be detrimental to the outcome of your case and grounds for HRS to unilaterally cancel this agreement without notice to you.
4. **FEES.** Client agrees to pay HRS a REFUNDABLE Retainer FEE of \$ 2,400 to prepare and file a Federal Regulatory Complaint with a federal governmental agency and prepare a Settlement Package to that Complaint for your Lender/Service. Client also agrees that HRS may charge a contingency fee of 10 % of any monetary recovery obtained from any source if awarded to the Client.
5. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but are negotiable between HRS and Client.
6. **LIMITATION OF REPRESENTATION:** We are representing you only on the matter described herein.
7. **DISCHARGE AND WITHDRAWAL:** You may discharge us at any time and, we may withdraw at any time, upon written notice to the other party.
8. **CONCLUSION OF SERVICES:** When our services are terminated or conclude for any reason whatsoever, all unpaid fees and charges will immediately become due and payable.
9. **DISCLAIMER OF GUARANTEE:** Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of this matter. We make no such promises or guarantees. Our comments, if any, about the outcome of your matter are expressions of opinion only.

10. MEDIATION AND ARBITRATION AGREEMENT REGARDING DISPUTES: Any dispute between us arising out of or connected to our representation of you, including but not limited to all tort or contract causes of action, as well as claims based on claimed breach of contract, unjust enrichment, malpractice, breach of fiduciary duty, constructive fraud, negligent misrepresentation and fraud, shall be submitted to binding arbitration at Judicate West Arbitration and Mediation Service, in Orange County, California before a single neutral arbitrator who will apply applicable Judicate West arbitration rules. By so agreeing, you are waiving your right to submit any dispute or any cause of action you may have against us to a jury or court trial.

11. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made before, during or subsequent to the effective date of this agreement will be binding on the parties unless in writing and signed by all parties.

12. DISCLAIMERS: HRS may associate with other companies and/or delegate work to other professionals such as: paralegals, attorneys, and or third-party contractors for some or all of the HRS services to be provided to Client. Any such delegation will not increase or otherwise affect Client's obligation to pay HRS its contracted fees as provided for in this agreement. The Client is compensating HRS for services the Client may be able to obtain at no charge. HRS is not a law firm. HRS does not offer any legal services or advice.

13. MODIFICATION BY SUBSEQUENT AGREEMENT: This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by all parties.


14. EFFECTIVE DATE: The effective date of this agreement will be the date on which HRS is in receipt of one copy of the agreement executed by client. The HRS-client relationship will commence on the effective date of this agreement. HRS will not become client's HRS nor will HRS perform any services on behalf of client before the effective date of this agreement. The date below is for reference only. A copy, facsimile or other electronic reproduction of this agreement and/or signatures is deemed valid as originals.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE (HRS) FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dated: _____

On behalf of Home Relief Service

Dated: 04/29/2018

Gregory K. Willis 
Client (print and sign name)

Dated: 04/29/2018

Elaine P. Willis 
Co-Client (print and sign name)

HOME RELIEF SERVICE

INVOICE

1999 Avenue of the Stars Suite #1100
Century City, CA. 90067
Phone: (888) 636-1638 Fax: (310) 888-3656

LOAN #



FOR: Loan Restructure
Compliance Audit

DESCRIPTION	QUANTITY	AMOUNT
LOSS MITIGATION / ARBITRATION	1	\$2,400
	TOTAL DUE	\$2,400

HOW TO MAKE A PAYMENT:

Mail a Check (Certified Cashier's or Personal Check.

Make Check payable to: Home Relief Service

Mail to: 1999 Avenue of the Stars Suite #1100 Century City, CA. 90067

Please Fax or Email Conformation

Fax: (310) 888-3656

Email: Admin@homereliefservice.org

HOME RELIEF SERVICE

PAYMENT PLAN

1999 Avenue of the Stars Suite #1100
Century City, CA. 90067
Phone: (888) 636-1638 | Fax: (310) 888-3656

LOAN # [REDACTED]

FOR: Loan Restructure
Compliance Audit

DESCRIPTION	QUANTITY	AMOUNT
THREE (3) POST DATED CHECKS AS FOLLOW;		
APRIL 30TH, 2018	1	\$800
MAY 30TH, 2018	1	\$800
JUNE 30TH, 2018	1	\$800
	TOTAL DUE	\$2,400

HOW TO MAKE PAYMENT:

Mail a Check (Certified Cashier's or Personal Check)

Make Check payable to: Home Relief Service

Mail to: 1999 Avenue of the Stars Suite #1100 Century City, CA. 90067

Please Fax or Email confirmation to:

Fax: (310) 888-3656

Email: Admin@homereliefservice.org

HOME RELIEF SERVICE

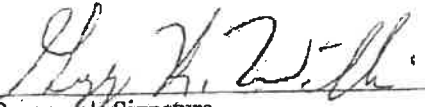
1999 Avenue of the Stars, Suite #1100
Century City, CA. 90067

Toll Free: (888) 636-1638 Fax: (310) 888-3656

100% MONEY BACK- GUARANTEE

Home Relief Service shall not be entitled to any compensation unless a final loan modification offer has been signed and accepted by both the lender and borrowers.

In the event the 3 month trial modification is not converted into a final loan modification and Home Relief Service is unable to obtain any other loan modification offer(s) that the borrowers choose to accept, Home Relief Service shall offer borrowers a 100% full refund within 3 days of borrowers written request. If the borrowers default on the 3 month trial offer, then the loan modification contracted fee shall be considered earned by Home Relief Service and no refund shall be due.


Borrower's Signature

Gregory K. Willis
Borrower's Printed Name

04/29/2018
Date


Co-Borrower's Signature

Elaine P. Willis
Co-Borrower's Printed Name

04/29/2018
Date

Designated Agent's signature

Designated Agent's Printed Name

Date

Loan #

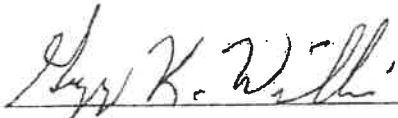


Property Address: 92 S. HARNETT LN.

SETTLEMENT TERMS FORM

PROPOSED SETTLEMENT TERMS:	1st Mortgage:
Principal Loan Amount:	\$128,337.92
Principal and Interest Payment:	\$388.64
Escrow (Taxes & Insurance):	\$306.65
Total Monthly Mortgage Payment:	\$695.29
Interest Rate:	2.000% FIXED
Term:	REMAINDER
Savings:	\$229.23
Relinquished Amount:	---
Principal Balance Reduction:	---

Borrower:



Signature

Gregory K. Willis

Print Name

04/29/2018

Date

Co - Borrower:



Signature

Elaine P. Willis

Print Name

04/29/2018

Date

HOME RELIEF SERVICES

1999 Avenue of the Stars Suite #1100

Century City, CA. 90067

Toll Free: (888) 636-1638 Fax: (310) 888-3656

~~MORTGAGE PROGRAMS YOU WILL BE REVIEWED FOR~~

Mortgage Programs Are Available to Help lower your mortgage payments and make them more affordable!
You may be eligible to restructure your loan to make your payments and terms more manageable, for instance, lowering your monthly payment to
Make it more affordable, or if you have missed a few payments, you may qualify for a temporary or permanent solution to help you get your
finances back on track, please see the table below for more information that can be very beneficial for the Homeowner.

Borrower(s) Name: Gregory K. Willis, Elaine P. Willis
Property Address: 92 South Harnett Lane Bunnlevel NC 28323
Loan Balance: 128,530.36 **Interest:** 4.0% **Current Payment:** 927.52
Lender: Freedom Mortgage **Email:** bigwillie96@aol.com **Phone:** 910-814-8352

OPTION	OVERVIEW	BENEFIT
Modification	<ul style="list-style-type: none"> • Restructure loan terms, to make it more affordable and manageable; Depending on your Investor's guidelines, a Trial Period maybe required. 	Permanently modifies your loan, so that payments and/or terms are more manageable as a permanent solution to a long-term or permanent hardship.
Refinance	Receive a new loan with lower interest rate or other favorable terms.	Makes your payment or terms more affordable.
Partial Claim	One time payment from the FHA Insurance fund to help bring your loan current.	Reinstates Delinquency
Forbearance Plan	Make Reduced mortgage payments or no mortgage payments for a specific period of time.	Have time to improve your financial situation and get back on your feet.
Repayment Plan	Pay back your past due payments together with your regular payments over an extended period of time.	Allows you time to catch up on the late payments without having to come up with a lump sum.
Reinstatement	Pay the total amount you owe in a lump sum payment and by a specific date. This may follow a Forbearance plan.	Allows you to avoid Foreclosure by bringing your loan current if you can show you have the funds that will become available at a specific date in the future.
Short Sale	Sell your property and pay off a portion of your loan balance when you owe more on the home than it is worth.	Allows you to transition out of your home or sell non residential collateral without going through foreclosure. In somecases, relocation assistance may be available.

We Want to Help: Take action and gain peace of mind and control of your situation. Complete and return the Borrower Response Package to start the process of getting the help you need. now.

FOR QUESTIONS CONTACT US (888) 636-1638

Frequently Asked Questions

1. Why Did I Receive This Package?

You received this package because you are either behind in your mortgage payments due to hardship, have a high and/or adjustable interest rate or you were served with a Notice of Default and need assistance for mortgage payment affordability. We are sending this information to you now so that we can work with you to quickly resolve any temporary or long term financial challenge.

2. Will I Be Evaluated for a Loan Restructure When I Submit My Borrower Response Package?

Yes you will be evaluated to see what option (Modification, Refinance, Partial Claim, Forbearance, Repayment Plan, Reinstatement or Short sale) is best for your scenario.

3. What are the potential fees associated with this?

There should never be any upfront fees from anyone. We will evaluate your situation and offer you a proposal. If you choose to accept offer, then there shall be a fee for service being rendered. If you do not accept the offer, then no fee is due.

4. What Happens Once I have sent the Borrowers Response Package?

We will contact you by phone within (48) hours to confirm the receipt of your Borrowers Response Package. Once received, we will review to determine whether package is complete.

5. What Happens to My Mortgage While You Are Evaluating My Borrower Response Package?

You remain obligated to make all mortgage payments as they come due, even while we are evaluating the types of assistance that may be available. However, we may be able to put you into a forbearance program so that you may defer 3, 6, 9, or 12 months of your mortgage payments. If a loan modification offer is extended to you, any late, skipped/missed payments may be added into your new loan or forgiven completely.

6. What about if I'm in Active Foreclosure, can you still help me?

Yes, still send Borrowers Response Package and we will refer you to the Foreclosure Defense Team.

7. What Happens if I Have Waited Too Long and My Property Has Been Referred to an Attorney for Foreclosure? Should I Still Contact You? Yes, the sooner the better!

8. What if My Property is Scheduled for a Foreclosure Sale in the Future?

If your sale date is within 60 days of complete package receipt, there is no guarantee we can evaluate you for a foreclosure alternative in time to stop the foreclosure sale.

9. Will My Property be Sold at a Foreclosure Sale if I Accept a Foreclosure Alternative? No. The property will not be sold at a foreclosure sale once you accept a foreclosure alternative, such as a forbearance or repayment plan, and comply with all requirements. Time restrictions may apply.

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s))	
Gross wages	\$ 0	First Mortgage Payment	\$ 927.52	Checking Account(s)	\$ 0
Pay Frequency	Monthly	Second Mortgage Payment	\$ 0	Checking Account(s)	\$ 0
Overtime	\$ 0	Auto Loans	\$ 381.50	Business Account(s)	\$ 0
Bonus/Commissions	\$ 0	Auto Expenses/Insurance	\$ 164.71	Savings / Money Market	\$ 0
Child Support / Alimony*	\$ 0	Installment Loans	\$ 0	CDs	\$ 0
Non-taxable social security/SSDI	\$ 0	Health and/or Life Insurance (Not Deducted from Payroll)	\$ 247.66	Stocks / Bonds	\$ 0
Taxable SS benefits or other monthly income from annuities or retirement plans	\$ 3075.00	Homeowner's Insurance & Property Taxes (if not escrowed)	\$ 0	Other Cash on Hand	\$ 0
Tips, commissions, bonus and self-employed income	\$ 0	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$ 60.99	Other Real Estate (est. value)	\$ 0
Rents Received	\$ 0	Alimony, child support payments	\$ 334.00	401k	\$ 0
Unemployment Income	\$ 0	Food Expenses	\$ 700.00	Other	\$ 0
Food Stamps/Welfare	\$ 0	Utilities	\$ 537.96	Other	\$ 0
Other	\$	HOA/Condo Fees/Property Maintenance	\$ 104.99		\$
Other	\$	Mortgage Payments on other properties	\$ 0		\$
Other	\$	Other Repay Plan/(IRS/State)	\$ 400.00		\$
Total (Gross Income)	\$ 3075.00	Total Household Expenses and Debt Payments	\$ 3859.33	Total Assets	\$ 0

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

Lien Holder's Name	Balance and Interest Rate	Loan Number	Lien Holder's Phone Number
N/A	N/A	N/A	N/A

Required Income Documentation

- Do you earn a salary or hourly wage?
For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).
- Are you self-employed?
 Percentage of Ownership: Borrower: _____ Co-Borrower: _____
 Include either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months.
- Do you have any additional sources of income? Provide for each borrower as applicable:
"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:
 Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).
- Social Security, disability or death benefits, pension, public assistance, or adoption assistance:
 Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
 Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.
- Rental income:
 Provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.
- Investment income:
 Copies of the two most recent investment statements or bank statements supporting receipt of this income.
- Alimony, child support, or separation maintenance payments as qualifying income:
 Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

UNIFORM BORROWER ASSISTANCE FORM

HARDSHIP AFFIDAVIT

In addition to completing this form, please also provide a written explanation describing the specific nature of your hardship.

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent loan relief options.

Date Hardship Began is: 27 August 2018

I believe that my situation is:

- Short-term (under 6 months)
 Medium-term (6 – 12 months)
 Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reason set forth below:

(Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:	Then the Required Hardship Documentation Is:
<input checked="" type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship letter needed
<input type="checkbox"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control	<input type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input checked="" type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable)
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer / Relocation	For active-duty service members: Notice of Permanent Change of Station (PCS) or actual PCS orders. For employment transfers/new employment: <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Pay stub from new employer; OR <input type="checkbox"/> If none of these apply, provide written explanation In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
<input type="checkbox"/> Other: a hardship that is not covered above	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation

BORROWER CHECKLIST

GET STARTED: Please use this checklist to ensure you have completed all required forms and have the correct information.

Step 1. Review the information provided to help you understand your options, responsibilities, and next steps.

Step 2. Complete and sign the enclosed Uniform Borrowers Assistance Form

- All Income , Expenses and Assets for all borrowers
- Written explanation describing the specific nature of your hardship
- Your acknowledgment and agreement that all information provided is true and accurate.

Step 3. Make sure to include the following documents with your package :

- Proof of Income such as; Pay Stubs, Social Security Award letter, Retirement, Pension, VA or Disability Statement for the current year (for all borrowers)
- Self Employed (Bank Statements (2) most recent months) and Tax Returns (for all borrowers)
- Most recent Mortgage Statement (very important)

Step 4. Review if Package is complete: (All Borrowers)

- Uniform Borrowers Assistance Form
- Income & Expense Sheet
- Authorization to Represent Form
- Dodd Frank Certification
- 4506-T Form
- Proof of Income
- Most recent Mortgage Statement

Step 5. Please Return Complete Package to: Noelle Azzarello

Fax to: (310) 888-3656

Email to: Admin@homereliefservice.org

Mail to: 1999 Avenue of the Stars Suite
#1100 Century City, CA. 90067

Authorization to Represent Form

1st Loan

Mortgage Co: Freedom Mortgage Loan #: [REDACTED]

Property Address: 92 South Harnett Lane

City, State and Zip: Bunnlevel North Carolina 28323

I authorize Home Relief Services to discuss my request for payment assistance programs such as; Forbearance, Loan Modification, Foreclosure Defense, Litigation and or Refinance, as well allow you as my Mortgage Company Servicer, to release any information with the Company and specific agents within that Company that I have identified below as my designated agents. I also authorize you to work out the terms of program eligibility and payment agreement with my designated agents / and or their assignees and to cause to deliver requested documents to my designated agents and their assignees, employees, representatives and attorneys to do whatever possible to negotiate and achieve a new payment plan for my mortgage loan. I understand that I am fully responsible to review any and all information sent by my Mortgage Company to my designated representative.

I request that my mailing address is changed to the below company address while the modification is being processed. Also, I require that all contact related to my account, be referred to the designated representative below.

Be further informed, that this authorization will remain in effect until I specifically notify my Mortgage Company's Loss Mitigation Department in writing that this authorization is no longer in force or effect.

Please make all appropriate notification in your system to reflect this authorization;

My Designated Agent Company is: Home Relief Services
1999 Avenue of the Stars #1100
Century City, CA. 90067

Phone:(888) 636-1638
Fax: (310) 888-3656

Specific Agents at: Home Relief Services Benjamin Wasson
Jennifer Shaw
Oliver Taylor
Bill Spencer

Gregory K. Willis [REDACTED] [REDACTED] [REDACTED] 1957
Borrowers Signature: Social Security# Driver's License# Date of Birth

Gregory K. Willis 26 April 2018
Borrower's Name Date

Elaine P. Willis [REDACTED] [REDACTED] [REDACTED] 1954
Co - Borrowers Signature: Social Security # Driver's License# Date of Birth

Elaine P. Willis 26 April 2018
Co - Borrower's Name Date

Client(s) Name: Gregory & Elaine Willis
Client(s) Address: 92 S. Harnett Ln.
Bunnlevel, NC. 28323

Account Number [REDACTED]

NOTICE TO CEASE & DESIST

Date: May 30th, 2018:

Client(s) Name: Gregory & Elaine Willis
Client(s) Address: 92 S. Harnett Ln. Bunnlevel, NC 28323
REF Account # [REDACTED]

To whom it may concern;

We are writing this letter to demand that you Cease and Desist all telephone contact with our mutual client named above. You are hereby ordered not to contact our client by telephone unless we give you and your assignees written permission to do so.

Here forth you must Cease and Desist all contact with client by phone in accordance with the Fair Debt and Collection Practices Act: Section 805, Communication in connection with Debt Collection, Paragraph 5.

You may contact us HOME RELIEF SERVICES through mail, telephone or Email, our contact info is below:

HOME RELIEF SERVICES

1999 Avenue of the Stars Suite # 1100
Century City, CA. 90067
Toll Free: (888) 636-1638
Fax: (310) 888-3656
Email: Admin@homereliefservice.org



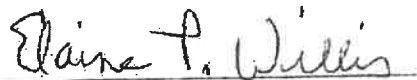
Legal Signature of Client

[REDACTED] 1957

Date of Birth

[REDACTED]

Social Security Number



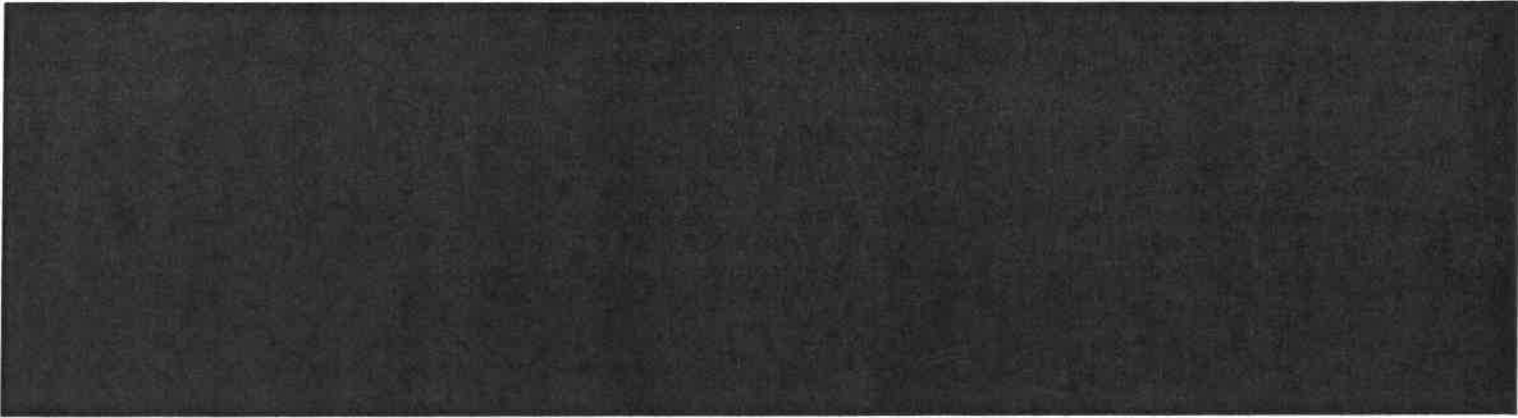
Legal Signature of Client

[REDACTED] 1954

Date of Birth

[REDACTED]

Social Security Number



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: bill <bill@homereliefservice.org>
CC: noelle <noelle@homereliefservice.org>
Sent: Tue, 1 May 2018 17:39
Subject: Fwd: Fedex Ticket

Please note that the 3 payments are in this package shipped this morning my time.

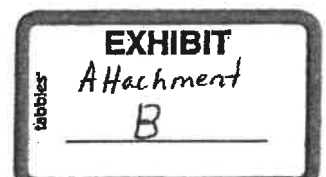
-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: bill <bill@homereliefservice.org>
CC: noelle <noelle@homereliefservice.org>
Sent: Tue, 1 May 2018 17:35
Subject: Fedex Ticket

Hello,

Here is a scan of the Fedex shipping ticket.

Thank You,
Gregory K. Willis 910-814-8352 Cell: 910-514-0052



*** Paktech Shipping ***
26 Mockingbird Lane
Spring Lake, NC 28390
(910)497-3700
(910)497-3702 Fax

Date: 05/01/18 Time: 10:25:44

FedEx
00772103673561
Package ID: 12652

I agree all addresses above are correct. I agree
to the Terms and Conditions of this store and t
he carrier(s)

I agree all addresses above are correct. I agree
to the Terms and Conditions of this store and t
he carrier(s).

Thank you for your business

Signature



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

ZE
050

04238

GREGORY K WILLIS
ELAINE P WILLIS

BUNNLEVEL NC 28323-8350

Your Account(s) At A Glance
Checking Balance 289.18-

Statement Period: April 12, 2018 Thru May 10, 2018

Account Number: [REDACTED]



Select Checking

Account Number: [REDACTED]

Enclosures In Statement: 0

Beginning Balance	422.64+
0 Deposits	0.00
7 Other Credits	3,432.24+
1 Checks	800.00-
25 Other Debits	3,344.06-
Monthly Service Charge	0.00
Ending Balance	289.18-

Statement Period Days	29
Average Ledger Balance	269.00+

Checks Paid From Your Account

Check No.	Date	Amount
9121	05-07	800.00

*Prior Check Number(s) Not Included or Out of Sequence.



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

GREGORY K. OR ELAINE P. WILLIS

910-814-8352

BUNNLEVEL, NC 28323

9121

66-30/531

050

30 April 2018

Date

PAY to the
Order of

Home Relief Services

\$ 800.00

Eight Hundred 00/100

Dollars

Photo
Safe
Deposit
Certificate



First Citizens Bank

For Mortgage Adjustment

Gregory K. Willis

09121

Headed Over

COLONIAL CLASSIC

ENDORSE HERE

X

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



REVIEW AND RECORD PRACTICES

- Security features exceed industry standards and include:
 - All check numbers and MICR lines are embossed (not printed)
 - The security watermark pattern on the back is signed in different colors
 - Microprint MICR lines located on front and back
 - The words "1999" and "SECURITY" are on the back
 - Photo State Deposit security line on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Embossed MICR lines are not clearly visible
- Brown stains and colored spots appear on both front and back





Central Bank Operations - DAC02
 P.O. Box 27131
 Raleigh, NC 27611-7131

ZE
 050

04186

GREGORY K WILLIS
 ELAINE P WILLIS

BUNNLEVEL NC 28323-8350

Your Account(s) At A Glance

Checking Balance **323.84-**

Statement Period: May 11, 2018 Thru June 12, 2018

Account Number: [REDACTED]



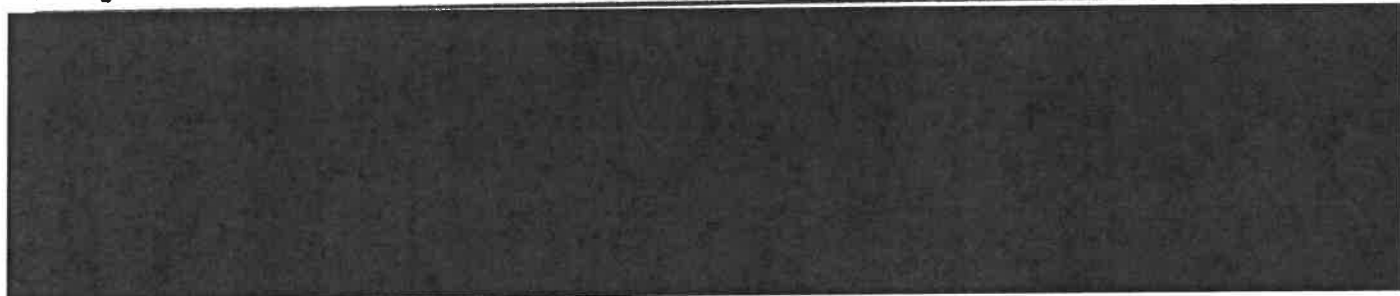
Select Checking

Account Number: [REDACTED]

Enclosures in Statement: 0

Beginning Balance	289.18-	
0 Deposits	0.00	
7 Other Credits	2,824.29+	
1 Checks	800.00-	
24 Other Debits	2,058.95-	
Monthly Service Charge	0.00	
Ending Balance	323.84-	

Statement Period Days **33**
 Average Ledger Balance **125.00-**



Checks Paid From Your Account

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
9124	06-01	800.00

*Prior Check Number(s) Not Included or Out of Sequence.



Direct Customer Inquiry Calls To
 FIRST CITIZENS DIRECT
 Telephone Banking At 1-888-323-4732.

GREGORY K. OR ELAINE P. WILLIS

BUNNLEVEL, NC 28323

9124

66-30/531

058

31 MAY 2018

Date

PAY to the order of Home Relief Services

\$ 800.00

Eight Hundred 00/100

Dollars



Photo Safe Deposit Dollars on back



First Citizens Bank

For Mortgage Adjustment

Gregory K. Willis

09124

Hankend Clarke

COLONIAL CLASSIC

For Deposit Only
Avalon Check Cashing Corp
To the Account of [REDACTED]

05/31/2018

Home Valley Services

Corporate Name

2-5/31/18

Signature of Officer/Date

MICHAEL DENNELL

Print Name/Title

owner



Central Bank Operations - DAC02
 P.O. Box 27131
 Raleigh, NC 27611-7131

04197
 GREGORY K WILLIS
 ELAINE P WILLIS
 92 S HARNETT LN
 BUNNLEVEL NC 28323-8350

ZE
 050

Your Account(s) At A Glance	
Checking Balance	442.53-

Statement Period: June 13, 2018 Thru July 12, 2018

Account Number: [REDACTED]



Select Checking

Account Number: [REDACTED]

Enclosures In Statement: 0

Beginning Balance	323.84-
0 Deposits	0.00
4 Other Credits	2,582.29+
1 Checks	800.00-
29 Other Deblts	1,900.98-
Monthly Service Charge	0.00
Ending Balance	442.53-

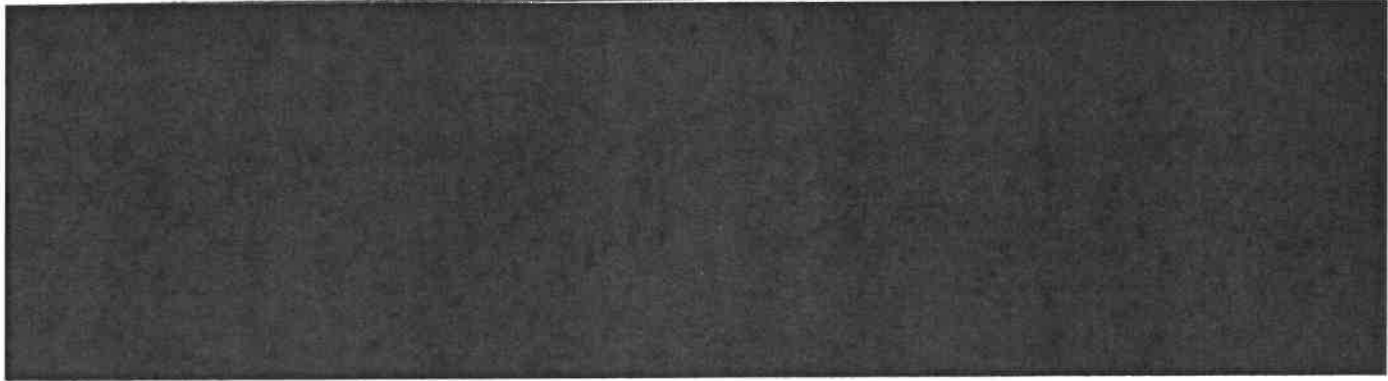
Statement Period Days 30
 Average Ledger Balance 34.00-



Checks Paid From Your Account

Check No.	Date	Amount
9123	07-02	800.00

*Prior Check Number(s) Not Included or Out of Sequence.



Direct Customer Inquiry Calls To
 FIRST CITIZENS DIRECT
 Telephone Banking At 1-888-323-4732.

GREGORY K. OR ELAINE P. WILLIS

BUNNLEVEL, NC 28323

9123

66-30/531
050

30 June 2018

Date

PAY to the Order of Home Relief Services \$ 800.00

Eight Hundred 00/100 Dollars



Microprint
Safe
Deposit
Details on back



First Citizens Bank

[Handwritten Signature]

For Mortgage Adjustment

09123

Herland Clarke

COLORFUL CLASSIC

For Deposit Only
Avalon Check Cashing Corp
To the Account of [REDACTED]
6/29/2018

Home relief Services

Corporate Name

Signature of Officer/Date

~~Signature~~
Michael Grinnell Owner

Print Name/Title

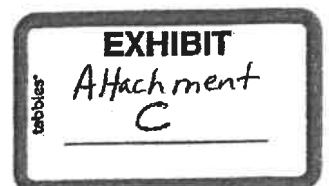
-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: bill <bill@homereliefservice.org>
CC: noelle <noelle@homereliefservice.org>
Sent: Tue, 29 May 2018 14:22
Subject: Mortgage Delinquency Letter

In our communication you have instructed me that when I got letters in the mail, that I was to send you the letters that I receive and that you would handle it from there. So here is the May Letter of Mortgage I received last week for my account with Freedom Mortgage.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052b





Return Mail Service Only
P.O. Box 619063
Dallas, TX 75261-9063
Please do not send payments to this address

6-807-18835-0061376-012-01-001-000-000-000



GREGORY WILLIS
92 S. HARNETT LN
BUNNLEVEL NC 28323-8350

May 17, 2018

Re: Loan Number: [REDACTED]

Dear Borrower(s),

As of the date of this letter we have not received your payment due May 1, 2018 in the amount of \$927.52, making your loan past due. Consequently, a late charge in the amount of \$24.83 has been assessed to your account. This may be due to an oversight or circumstances that may have caused you to fall behind. Our staff is here to assist you. Please contact our office so that we may set up payment arrangements to bring your account current.

If you are experiencing financial difficulties, it is important to call and speak with a representative to explore what options may be available to you.

You may access your loan information at your convenience, 24 hours a day, 7 days a week! Simply log on to our website at www.freedommortgage.com or call our automated phone system at (855)-690-5900. Customer Care representatives are available to assist you Monday through Friday from 8:00am - 10:00pm and Saturday from 9:00am - 6:00pm Eastern Time.

Sincerely,

Customer Care Department
Freedom Mortgage Corporation



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: bill <bill@homereliefservice.org>

CC: noelle <noelle@homereliefservice.org>

Sent: Wed, 30 May 2018 14:20

Subject: Update Mortgage bill due

Hello,

I just received this overdue mortgage bill due by 1 June 2018 today. Here is a copy for your records on my case.

Thank You,

Gregory K, Willis 910-814-8352 Cell: 910-514-0052



FOR RETURN SERVICE ONLY
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS
P.O. BOX 619063
DALLAS, TX 75261-9063

Mortgage Statement

Statement Date 05/18/18

9-807-18897-0007789-001-1-101-010-000-000



GREGORY WILLIS
ELAINE WILLIS
92 S HARNETT LN
BUNNLEVEL NC 28323-8350

Contact Information

Phone: 1-855-690-5900
Customer Care: Monday - Friday 8:00 a.m. - 10:00 p.m. ET
Saturday 9:00 a.m. - 6:00 p.m. ET
Find us on the web at: www.freedommortgage.com

Loan Number [REDACTED]
Payment Due Date 06/01/18

Amount Due** **\$1,879.87**
If payment is received after 06/16/18, \$24.83 late fee will be charged.

Property Address: 92 S HARNETT LN
BUNNLEVEL NC 28323

Account Information

Outstanding Principal	\$128,144.84
Interest Rate	4.000%
Prepayment Penalty	No
Escrow Balance	\$869.86
Unapplied Funds	\$0.00

Explanation of Amount Due

Principal	\$194.37
Interest	\$426.50
Escrow/Impound (for Taxes and/or Insurance)	\$306.65
Regular Monthly Payment	\$927.52
Total Fees & Charges	\$.00
Overdue Payment	\$927.52
Unpaid Late Charges	\$24.83
Total Amount Due**	\$1,879.87

Transaction Activity (04/19/18 - 05/18/18)

Transaction Description	Date	Interest Paid To Date	Transaction Effective Date	Transaction Amount	Interest Paid	Principal Paid	Escrow Paid	Late Charges Paid	Fees Paid	Optional Insurance	Unapplied Funds
Escrow Disbursement	05/14/18	04/01/18	05/14/18	\$170.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accrued Late Charge	05/17/18	00/00/00	05/17/18	\$24.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$768.48
Interest	\$0.00	\$1,715.00
Escrow (Taxes and Insurance)	\$0.00	\$1,226.60
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$24.83
Partial Payment Unapplied*	\$0.00	\$0.00
Total	\$0.00	\$3,734.91

*Partial Payments: Any funds received that are less than a full periodic payment may be applied to your account, promptly returned to you, or held in a non-interest bearing account until enough funds are received to apply to a full periodic payment.

Important Messages

**This balance represents the known Amount Due as of the printing of this statement. If you are delinquent, this balance may not represent full reinstatement of your obligation. Please contact us regarding your up-to-date reinstatement balance at 1-855-690-5900.



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: roxy <roxy@homereliefservice.org>
CC: bill <bill@homereliefservice.org>
Sent: Fri, 1 Jun 2018 11:34
Subject: Decease and Desist And Bank Statements

Here is the information that your office requested and signed document.

Thank You,
Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

CC: noelle <noelle@homereliefservice.org>

Sent: Thu, 14 Jun 2018 8:37

Hello,

I received this 14 page mortgage questionnaire package almost identical to the one I filed out for your office. I am trying to understand why they send these papers to me if you are on record for handling my account. So are you going to contact them and inform them that they should contact you for concerning my mortgage situation or am I suppose to do that? I have sent you the first couple pages . Please let me know if you need the whole package to look at.

Thank You

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



Return Mail Service Only
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS
P.O. BOX 619063
DALLAS, TX 75261-9063

1-807-19207-0015195-031-1-000-000-000-000



GREGORY WILLIS
ELAINE WILLIS
92 S HARNETT LN
BUNNLEVEL NC 28323-8350





Return Mail Service Only
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS
P.O. BOX 619083
DALLAS, TX 75261-9083

1-807-19207-0015195-031-2-000-000-000-000

GREGORY WILLIS

ELAINE WILLIS

92 S HARNETT LN

BUNNLEVEL NC 28323-8350

June 01, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Your mortgage payment is now 30 days or more past due and your loan is in default. We are concerned about your missed mortgage payment - and want you to be aware of assistance available to you - in case you are unable to bring your payments current. It is very important that you provide us with the required financial information and complete the attached forms. We want to work with you to help you retain your home, if possible. By providing this information, we will be able to begin our review in order to determine if you qualify for loss mitigation assistance. Only upon completion of our review will we notify you of our decision as to your loss mitigation assistance request.

Please take time to review the important information below.

- Don't ignore the letters from your lender
- Contact your lender immediately
- Contact a HUD- approved housing counseling agency
Toll FREE (800) 569-4287
TTY (800) 877-8339
- http://portal.hud.gov/hudportal/HUD?src=/i_want_to/talk_to_a_housing_counselor

This offer is being extended in accordance with the servicing guidelines required by the owner of your loan, and to assist you in your desire to avoid a possible foreclosure of your property.

The following are the options that may be available to you:

Refinance – To provide new financing or new financing for, as by discharging a mortgage with the proceeds from a new mortgage obtained with different terms of the loan. Please call (866) 759-8624.

Reinstatement – To bring the account current by paying all past due balances.

Repayment Plan – Distributes the current past due balance and spreads the amount over a number of months until the account is current.

Special Forbearance – Temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Afterwards you may be offered a payment plan so you can repay the missed



Return Mail Service Only
PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS
P.O. BOX 619063
DALLAS, TX 75261-9063

1-807-19207-0015195-031-2-000-000-000-000



GREGORY WILLIS
ELAINE WILLIS
92 S HARNETT LN
BUNNLEVEL NC 28323-8350

June 01, 2018

Re: Loan Number [REDACTED]

Dear Borrower(s),

Your mortgage payment is now 30 days or more past due and your loan is in default. We are concerned about your missed mortgage payment - and want you to be aware of assistance available to you - in case you are unable to bring your payments current. It is very important that you provide us with the required financial information and complete the attached forms. We want to work with you to help you retain your home, if possible. By providing this information, we will be able to begin our review in order to determine if you qualify for loss mitigation assistance. Only upon completion of our review will we notify you of our decision as to your loss mitigation assistance request.

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Special Forbearance – Temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Afterwards you may be offered a payment plan so you can repay the missed

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

CC: noelle <noelle@homereliefservice.org>

Sent: Tue, 3 Jul 2018 10:45

Subject: Freedom Mortgage Loan Termination and Default Notice Paperwork for Willis Loan

Hello,

We received 2 full identical Loan Termination and default packages from Freedom Mortgage on 2 July 2018. They also sent a card instructing us to call them back immediately and that it is time sensitive. At this point it looks like my home is heading into Foreclose status. Now I am concerned about what to do. Concerning the call back that needs to be done, since your office is handling my account I was told that your office would making all contact with Freedom Mortgage so that is why I am sending all paperwork as directed. Please inform me on what is your company's status in negotiating my mortgage to the agreed upon results stated in our package with Home Relief Services contract. I have not heard anything from your company for a while now and I would like to know what the status is with my mortgage situation with the arrival of this important final paperwork that has come to my home. Please locate the attachments provided.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

CC: noelle <noelle@homereliefservice.org>

Sent: Tue, 3 Jul 2018 11:00

Subject: Freedom Mortgage Loan Termination and Default Notice for Willis Loan

Hello,

Here is some more of the Loan Termination paperwork and Default notice as described in first email. Also the immediate call back card that says they want to be called back immediately so please comply.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Tue, 31 Jul 2018 11:51

Subject: Bank Information and Retirement Information

Here is the information you requested as of yesterday's phone conversation.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Tue, 31 Jul 2018 14:52

Subject: G Willis Bank Statements for Retirement Deposits at USAA before Transfer.

Hello,

Here are the copies of my retirement pay deposits before I transfer them over to First Citizens Bank from USAA.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Thu, 13 Sep 2018 11:12

Subject: August Bank Statements for First Citizens and USAA

Hello,

Here are the Bank Statements for First Citizens and USAA Banks. Be advised that First Citizens Bank statements cross over the 12th of each month and they have yet to update their statement. Please contact me if the next Statement is needed for First Citizens Bank.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052





-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Wed, 3 Oct 2018 17:20

Subject: ATTENTION: Johnathan Lopez Requested Bank Statements.

Hello,

These are the statements that were requested and are the most up to date. The First Citizen statement comes on the 11th or 12th of the month and USAA statement comes on the 6th or 8th of the month.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Mon, 22 Oct 2018 15:49

Subject: Elaine Willis Annuity Verification Letter Info

Here is the Information that you requested for Elaine's retirement annuity payments.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: roxy <roxy@homereliefservice.org>
CC: jlopez <jlopez@amstarservice.com>
Sent: Thu, 1 Nov 2018 11:41
Subject: Requested Bank Information

Hello,

Here is the information that you requested. Again, If you need the official Bank Statements covering the entire month required, I must wait until the 6th-8th of the following month for USSA Bank and from the 11th-13th of the following month for First Citizens Bank. That being the case I have added the transaction sheets of both banks to show bank status until the end of the month of October. I hope this will work for you. Also there has been a change in my NORMAL Monthly Income. My Social Security Disability annuity has started this month of October for the amount 1957.00 each month. There are also 2 each 1 time Insurance payments for property damage from Hurricane Florance and sudden damage to my bathroom. Everything else is still the same.

Thank You,
Gregory K. Willis 910-814-8352 Cell: 910-514-0052



INVOICE

1055 West 7th St. Penthouse Suite 33rd Floor
Los Angeles, CA. 90017
Phone: (800) 518-1272| Fax: (213) 599-3990

LOAN #



FOR: Investor's Requirement

DESCRIPTION	QUANTITY	AMOUNT
CERTIFIED FUNDS (CASHIERS CHECK OR MONEY ORDER) ; OCTOBER 3RD, 2018	1	\$3,500
	TOTAL DUE	\$3,500

HOW TO MAKE PAYMENT:

Certified Funds Only

Make Cashier's Check or Money Order payable to: Amstar Service

Mail to: 1055 West 7th St. Penthouse Suite 33rd Floor Los Angeles, CA. 90017

Please Fax or Email confirmation to:

Fax: (213) 599-3990

Email: Admin@amstarservice.com



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
Sent: Thu, 15 Nov 2018 15:07
Subject: Re: Investor Demands

Hello,

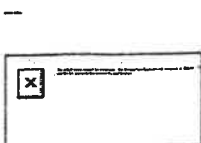
The amount was 3500.00 and I have the message and the Fed EX to show it. I was waiting for you to tell me what the what your next plan was or if they were willing to just add the the difference to the monthly until the amount is paid. If anyone has paid any attention to my bank records, that you would see that I have been anywhere from 500.00 to 900.00 dollars a month Over Drafted in my bank account every month and so over 5000.00 cash payment is way over my head and when I came to this company to reset my mortgage to 2%, I paid 2400.00 dollars in 3 installments and if I was told that I would have to pay More money in my Present Financial position on a fixed income and on disability there is no way I would have agreed to this course of action. I believe I told you the I could try to come up with half of the 3500.00 but the FedEx package called for the whole entire amount and waiting to hear from what you wanted me to do or what they are saying concerning paying an inflated payment for a short time or just adding more months to the loan. I had a mortgage restructuring before and I did not have to pay anything down and it went to 4% and when I got sick with cancer and lost my job and became disabled, I wanted to get my mortgage payment lowered and paid 2400.0 for it. Tell me if they can just add more months and lower my payments to around the 600.00 dollar a month I contracted your company for or some other way it can be done. I could have tried to have money set aside like house payments but was not made aware the more money was going to be needed for this mortgage payment to meet the contracted amount or 2% that was promised. Please inform me of what we need to do.

Thank You,
Gregory Keith Willis

-----Original Message-----

From: JONATHAN LOPEZ <jlopez@amstarservice.com>
To: bigwillie96 <bigwillie96@aol.com>
Sent: Thu, 15 Nov 2018 14:16
Subject: Investor Demands

Hello sir i'm sending you this email to remind you of the demand amount that is due they are putting aside the amount is \$5,694.15 which you advised me that you would have this month.



**1055 West 7th St.
Penthouse Suite 33rd Floor
Los Angeles, CA. 90017**

Jonathan Lopez / Legal Advisor

Cell: (858) 373-8909

Fax: (213) 599-3990

Email: Jlopez@amstarservice.com

Website: <https://amstarservice.com/>

"This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message." Thank you for your cooperation

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: jlopez <jlopez@amstarservice.com>

Sent: Thu, 15 Nov 2018 15:07

Subject: Re: Investor Demands

Hello,

The amount was 3500.00 and I have the message and the Fed EX to show it. I was waiting for you to tell me what the what your next plan was or if they were willing to just add the the difference to the monthly until the amount is paid. If anyone has paid any attention to my bank records, that you would see that I have been anywhere from 500.00 to 900.00 dollars a month Over Drafted in my bank account every month and so over 5000.00 cash payment is way over my head and when I came to this company to reset my mortgage to 2%, I paid 2400.00 dollars in 3 installments and if I was told that I would have to pay More money in my Present Financial position on a fixed income and on disability there is no way I would have agreed to this course of action. I believe I told you the I could try to come up with half of the 3500.00 but the FedEx package called for the whole entire amount and waiting to hear from what you wanted me to do or what they are saying concerning paying an inflated payment for a short time or just adding more months to the loan. I had a mortgage restructuring before and I did not have to pay anything down and it went to 4% and when I got sick with cancer and lost my job and became disabled, I wanted to get my mortgage payment lowered and paid 2400.0 for it. Tell me if they can just add more months and lower my payments to around the 600.00 dollar a month I contracted your company for or some other way it can be done. I could have tried to have money set aside like house payments but was not made aware the more money was going to be needed for this mortgage payment to meet the contracted amount or 2% that was promised. Please inform me of what we need to do.

Thank You,
Gregory Keith Willis

-----Original Message-----

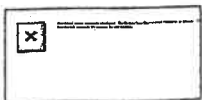
From: JONATHAN LOPEZ <jlopez@amstarservice.com>

To: bigwillie96 <bigwillie96@aol.com>

Sent: Thu, 15 Nov 2018 14:16

Subject: Investor Demands

Hello sir i'm sending you this email to remind you of the demand amount that is due they are putting aside the amount is \$5,694.15 which you advised me that you would have this month.



**1055 West 7th St.
Penthouse Suite 33rd Floor
Los Angeles, CA. 90017**

Jonathan Lopez / Legal Advisor

Cell: (858) 373-8909

Fax: (213) 599-3990

Email: JLopez@amstarservice.com

Website: <https://amstarservice.com/>

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-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: jlopez <jlopez@amstarservice.com>

CC: roxy <roxy@homereliefservice.org>

Sent: Wed, 21 Nov 2018 19:37

Subject: Willis Mortgage Paperwork Previously Turned In To Home Relief Service.

Hello,

Here is one of the document packages that was required at the beginning of the process. Some of which you said on the phone that you did not have. Please let me know if you need anything else.

Thank you,

Gregory K. Willis 919-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Wed, 21 Nov 2018 21:32
Subject: More Documents from Willis Account Previously Sent

Hello,

Here are more documents that you may need to verify.

Thank You,
Gregory K Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

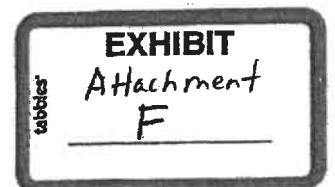
From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Wed, 5 Dec 2018 14:15
Subject: Mortgage Process

Hello.

I just tried to call you and I know you are busy. I have checked with the Deeds Department for where my property is registered and they are not aware of any information concerning a lean against my property. I am now trying to check with child support services to see if they have any information since my child support case is closed and just the disputed back child support and I am paying it anyway but there was not any notification of a lean from my lawyer or from DSS. So please send me any information you have concerning what was on the credit report such as Case or file Number showing the lean so I can check this directly.

Thank You,

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: JLOPEZ <JLOPEZ@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Tue, 11 Dec 2018 18:05
Subject: Re: bankstatements

Here are the requested statements for USAA. The reason the statement is short is because of the number of transactions is very small.

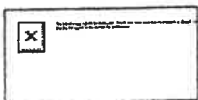
Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: JONATHAN LOPEZ <JLOPEZ@amstarservice.com>
To: Gregory K. Willis <bigwillie96@aol.com>
Sent: Tue, 11 Dec 2018 15:39
Subject: bankstatements

be sure to send all bank acct statements for the last 90 days complete

--



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Penthouse Suite 33rd Floor
Los Angeles, CA. 90017**

Jonathan Lopez / Legal Advisor
Cell: (858) 373-8909
Fax: (213) 599-3990
Email: Jlopez@amstarservice.com
Website: <https://amstarservice.com/>

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-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: JLOPEZ <JLOPEZ@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Tue, 11 Dec 2018 18:26
Subject: Re: nov bankstatements

I still have to wait a couple days for the November First Citizens Bank Statement I will send what I have and send the rest as soon as they become available.

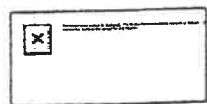
Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: JONATHAN LOPEZ <JLOPEZ@amstarservice.com>
To: Gregory K. Willis <bigwillie96@aol.com>
Sent: Tue, 11 Dec 2018 15:36
Subject: nov bankstatements

please send these statments

--



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Los Angeles, CA. 90017**

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-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Wed, 12 Dec 2018 11:32
Subject: Bank Statement Notes

Here are the clarification notes on the credits to my First Citizen Bank Statements that were requested. I won't have the one that includes the rest of November until possibly tomorrow the 13th of December and I will send it and the notes as soon as they become available. NOTE: USAA account is the deposits from my 1733.00 Military Retirement pay and does not reflex the exact amount deposited because of bill payments. But the USAA Bank Statement Shows how much I am receiving from the Government. You have that already sent to you.

Thank You,
Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: jlopez <jlopez@amstarservice.com>

CC: roxy <roxy@homereliefservice.org>

Sent: Thu, 13 Dec 2018 9:11

Subject: The Balance of November First Citizens Bank Statement

Hello,
Here is the rest of the statement covering the November First Citizens Bank Information. I sent you complete statements for the months asked for and an accompanying copy of the first page with the notations of what is credited to the First Citizens Bank accounts next to the dates received to First Citizens Bank as well as the deposits made from USAA Bank and How Much was deposited. The amount to USAA does not change, but the amount moved is according to the bill need. I hope this enough to resolve this situation and get this adjustment done.

Thank You,
Gregory K. Willis 910-814-8352 Cell: 910-514-0052

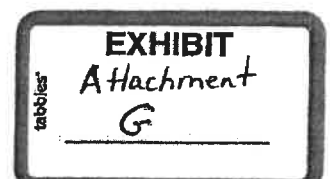
-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
CC: roxy <roxy@homereliefservice.org>
Sent: Wed, 23 Jan 2019 14:31
Subject: Mortgage Status

Hello Johnathan,

I tried calling your phone number several times today and kept getting a busy signal. I was suppose to hear from you on Friday 11 January, but was not contacted by your office and now 2 more Fridays have past and no contact. Could you please contact me and give me an update on the status of our mortgage finalization. Thank You.

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: JLOPEZ <JLOPEZ@amstarservice.com>
Sent: Fri, 25 Jan 2019 13:34
Subject: Re: all award letters

Hello Johnathan,

Here is all my info. Now be advised, I qualified for SSA February 2018 and did not receive first payment until October on the second Wednesday of the month. I have been at the monthly amount that was reported until October. So the only Award Letter I have is for my Social Security Starting and a Information Letter for my SSI Back that didn't come until December, but nothing else about any one time payments due for money owed for having to wait for my normal monthly payments. Let me know if I need to send more but as far as any other letters go you should have copies of that of me and my wife. IE: Our Retirement and Social Security. Thank You.

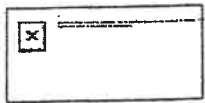
Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: JONATHAN LOPEZ <JLOPEZ@amstarservice.com>
To: Gregory K. Willis <bigwillie96@aol.com>
Sent: Thu, 24 Jan 2019 14:12
Subject: all award letters

i need all award letters that u have that deal with all your income that you just recieved in nov

--



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Los Angeles, CA. 90017**

Jonathan Lopez / Legal Advisor
Cell: (858) 373-8909
Fax: (213) 599-3990
Email: Jlopez@amstarservice.com
Website: <https://amstarservice.com/>

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: JLOPEZ <JLOPEZ@amstarservice.com>
Sent: Mon, 28 Jan 2019 16:27
Subject: Re: all award letters

why did the Government deny the mortgage? What happened and why did it take this long to find out?

-----Original Message-----

From: JONATHAN LOPEZ <JLOPEZ@amstarservice.com>
To: Gregory K. Willis <bigwillie96@aol.com>
Sent: Mon, 28 Jan 2019 14:58
Subject: Re: all award letters

On Mon, Jan 28, 2019 at 11:54 AM JONATHAN LOPEZ <JLOPEZ@amstarservice.com> wrote:
unfortunately i regret to inform you that the federal govt. denied any and all options for you i've advised all parties involved. again i can not stress enough that the mortgage company approved you but the govt ultimately denied you at the last minute.

On Mon, Jan 28, 2019 at 11:17 AM Gregory K. Willis <bigwillie96@aol.com> wrote:

Hello,

This is a follow up letter to check to see what my status is. I believe you have all award letters I have. I want to also let you know that you have all my fixed income documentation for my wife's and I Retirement as well as Social Security for monthly income. There is no other income and when I applied for this mortgage restructure, I was awaiting to qualify for Social Security Disability while this process was going on and after the decision was made to grant me eligibility, I had to wait again on my first payment. Now things are set for my household monthly income and it has been a while since this process has started and I hope that you can come through with the amount that you told me over the phone. Speaking of phone , is there something wrong with your phone? I have tried to call you at least after 2 Fridays after you said the final proposal was suppose to be done and all I am getting is a busy signal every time I call. Anyway, hope to hear from you soon.

Gregory K Willis

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez@amstarservice.com
Sent: Fri, 25 Jan 2019 13:44
Subject: Fwd: all award letters

Sorry, I forgot to send Info.

Gregory K. Willis.

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: JLOPEZ <JLOPEZ@amstarservice.com>
Sent: Fri, 25 Jan 2019 13:34
Subject: Re: all award letters

Hello Johnathan,

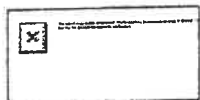
Here is all my info. Now be advised, I qualified for SSA February 2018 and did not receive first payment until October on the second Wednesday of the month. I have been at the monthly amount that was reported until October. So the only Award Letter I have is for my Social Security Starting and a Information Letter for my SSI Back that didn't come until December, but nothing else about any one time payments due for money owed for having to wait for my normal monthly payments. Let me know if I need to send more but as far as any other letters go you should have copies of that of me and my wife. IE: Our Retirement and Social Security. Thank You.

Gregory K. Willis 910-814-8352 Cell: 910-514-0052

-----Original Message-----

From: JONATHAN LOPEZ <JLOPEZ@amstarservice.com>
To: Gregory K. Willis <bigwillie96@aol.com>
Sent: Thu, 24 Jan 2019 14:12
Subject: all award letters

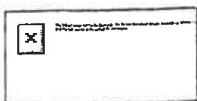
i need all award letters that u have that deal with all your income that you just recieved in nov



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-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: jlopez <jlopez@amstarservice.com>

Sent: Tue, 29 Jan 2019 11:53

Subject: Mortgage Restructure

I am deeply upset with these chain of events. I want to know if this Mortgage Restructure is over with or not. Is there a next step? Please let me know as soon as possible. I paid 2400.00 to make this happen.

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: roxy <roxy@homereliefservice.org>

Sent: Tue, 29 Jan 2019 12:15

Subject: Mortgage Issues

I am writing you concerning my mortgage restructure process. It is not happening as guaranteed by your office. It has been about 4 months and yesterday I left a message asking you to call me back because the Lawyer Johnathan Lopez told me that my Mortgage restructure was denied by the government because of the government shutdown This process has been going on and turned back from time to time during the process for information that they already have and the latest one was that there was a lien on my property and I personally called all three credit Bureaus and paid money for an in dept check and NO such Lien exists. I paid 2400.00 to make this happen and it's not. Please call or respond to me what's going on and tell me what I need to do.

Gregory K. Willis 910-814-8352 Cell: 910-514-0052



-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>

To: noelle <noelle@homereliefservices.org>

CC: bill <bill@homereliefservices.org>

Sent: Tue, 29 Jan 2019 16:05

Subject: Mortgage Issues

I am having trouble catching up with Roxy Gonzalez loan Processor. Her email does not work anymore and I am just getting her voice mail on her line. I really need to talk to her Because the lawyer Johnathan Lopez that is assigned to my case and handling my Mortgage cannot be reach at all right now so if there is anyone that can get in touche and help me make contact Roxy or Johnathan please let me know something.

Gregory K. Willis 910-814-8352 Cell: 910+514-0052

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
Sent: Fri, 1 Feb 2019 13:34
Subject: Fwd: Mortgage

PS, The government is back up now. So is there anything you can do? And why does the government have to sign off on it and can we do a loan the does not require government sign off and what government requirement is not being met? Please let me know something as soon as possible.

-----Original Message-----

From: Gregory K. Willis <bigwillie96@aol.com>
To: jlopez <jlopez@amstarservice.com>
Sent: Fri, 1 Feb 2019 13:23
Subject: Mortgage

Hello,
I have been trying to contact you but your phone is not working. What are you going to do about my mortgage situation? Please contact me and tell me what is to be done if anything can be done and what happened in the process that a government shut down could effect an approved deal. Please explain this to me. And what am I suppose to do about my mortgagage if you just stop now?

Gregory K. Willis 910-814-8352 Cell: 910-514-0052

Consumer

From: consforms@ncdoj.gov
Sent: Thursday, February 07, 2019 10:03 AM
To: Consumer
Subject: Complaint 46850 WILLIS

Your Information

Prefix Mr * First Name GREGORY
Middle Initial K * Last Name WILLIS
* Mailing Address 92 S HARNETT LN
* City BUNNLEVEL
* State NC * Zip Code 28323
Country, if not US
Day Phone Number (including area code) 9108148352
Evening Phone Number (including area code) 9108148352
Cell Phone Number (including area code) 9105140052
Fax Number (including area code)
County of Residence Bunnlevel Email Address bigwillie96@aol.com
I am a military service member or military spouse Yes

Information About Company Against Which You Are Complaining

* Full name of company Home Relief Services
Address 1999 Avenue of the Stars #1100
City Century City
State CA Zip Code 90067
Country, if not US
Company's internet address (URL) homereliefsevice.org
* Telephone number, including area code 888-636-1638
Fax number, including area code 310-888-3656

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Mortgage Restructure



Date of purchase, service, contract 5/29/2018 12:00:00 AM

Manufacturer or brand

Model

Account number



Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? Yes

Start Date 5/29/2018 12:00:00 AM End Date 2/7/2019 12:00:00 AM

Total amount paid 2400.00 Amount in dispute 2400.00

How was payment made: Check

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the I responded to a Website or e-mail solicitation

Where did the transaction take place? Via computer (website or e-mail)

Details of Complaint

* Details

Limit of 2500 characters

Sequence: Signed agreement April 29 2018 and sent in all requested documentation. Paid 2400.00 in 800.00 in monthly increments on April 30 2018, May 30 2018, and June 30 2018. During this time contact was getting harder and harder and at the 90 day point of this process there was still no resolution on my mortgage and when I asked I was told that the lawyers were handling my case. So around 30 July 2018 I was finally called by an attorney Johnathan Lopez who said he was the attorney for my case and he would ask for a lot of the same information that was already given and would inform me of reasons for hold ups and his main reason was that the Trustees of the mortgage company's office Could Not Read My Bank Statements. And I wound send copies after copies month after month until I was finally called and told in the week of January, that my restructure was finally in for final approval and would be completed by Friday January 11 2019. That date passed with no word

of completion of restructure. I gave it 2 weeks more time and still no word so I started calling and emailing and I was getting no response from him at all. Until on 28 January 2019, I finally get a vague uninformative email stating that he regretted to inform me that my restructure was approved by the Mortgage company but was denied by the government. I am a retired US serviceman and I know when you are denied any service by them that they must give you documentation stating why and how you did not qualify. I emailed back and asked for documentation affirming what he was telling me and what was the next step. He has still not outlined what happened that caused the process to fail or any contact numbers for any company or institutions or office numbers or emails to verify. Also it should be noted that the company that this lawyer is working for is AMSTAR not Home Relief Service. And during this time frame when I tried to contact Home Relief Services and I could only get a voice mail to leave a message but all email addresses for all contacts at that company returned to sender in my email and that does not make sense. I feel I have fallen victim to some scam and now have a mortgage that was up to date and on time, to a mortgage that it is limbo and is distressed. It is now 1 February 2019 and I still cannot contact Home Relief Services or heard anything from Johnathan Lopez AMSTAR. I tried Calling and emailing Home Relief Services and lawyer representative Johnathan Lopez from Amstar at 1055 W 7th ST. Penthouse suite 33rd Floor Los Angeles CA 90017. Ph# 800-518-1272 also 1-858-373-8909. This person was supposed to be waiting for a confirmation for me as of 11 January 2019 but never called back and I gave him 2 weeks to confirm but when I tried to call his phone it was a busy signal or no answer and the email addresses for Roxy Gonzales and Bill Spencer for Home Relief Services now do not work and the Phone numbers for each person do not work and the 1-800 number keeps going to a person named Nancy for voice mail messages that never get returned. So I have no good email contacts for this company and Johnathan Lopez does not answer his email anymore and I have a Mortgage in limbo and I could lose my home. My last contact was by email on January 28 telling me that the Mortgage restructure was denied by the government but approved by the mortgage company and I wrote back if that is so, what is the next step and I want to see documents supporting what he was telling me and that is when he stopped answering his email and before that he had stopped answering his phone then I start getting busy signals when I call and when I call from my cell mt says that the phone number is not a working number. Can't write back to Home Relief Services because their email addresses do not work any longer. I have tried to contact all email addresses and contact numbers and they were all working when I started with them up until recently. Date This Problem Happened: April 29, 2018 State You Live in: NC Race/Ethnicity: Black or African American Age Range: 51-65 Total Amount of Fee Paid: \$2,400 Company Name: Home Relief Services Company Address: 1999 Avenue of the Stars Suite #1100 Century City, California 90067 Company Telephone Number: 888-636-1638 Website of Company: homereliefservice.org Company Contacts: Home Relief Service Bill Spencer Senior Loan Consultant 424-777-8971 Cell:310-596-0268 Roxy Gonzalez Loan Processor 424-777-8829 Jennifer Shaw Executive Assistant 310-888-3626 Noelle Azzarello Senior Loan Consultant 424-777-8652 Company Contacts: AMSTAR Bill Spen Loan Officer 424-275-1071 Justin White Finance 716-333-0744 716-217-0076 Christina King Chase Bank Acc# [REDACTED]

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted Roxy Gonzalez

His/her phone number, incl. area code 424-777-8829

Results No response. Phone or email, email no longer working.

* What resolution would you consider fair? (Limit 1,000 characters) My 2400.00 processing fee and the resetting of my mortgage or the 9500.00 to catch my payments up because my mortgage is now in arrears and in danger of foreclosure because of the company's false practices

Do you have an attorney in this case? No

If yes, name of your attorney

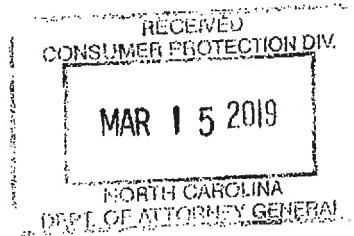
Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court? No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax? No



February 26TH, 2019

RE: File No.: 190155
Gregory Willis
92 S. Harnett LN
Bunnlevel, NC 28323

To whom it may concern,

In regards to the above mentioned matter; Mr. Gregory Willis was brought on for a Fixed Rate Mortgage. Upon receiving all the necessary documents from Mr. Willis, they were submitted to his mortgage servicer in a timely manner. From September 09, 2018 - January 05, 2019 Mr. Willis' loan was in review for Mortgage Assistance.

On January 09, 2019 at 9:30 a.m. Mr. Jonathan Lopez called Freedom Mortgage to get an update. Mr. Lopez spoke with Representative Ali (rep. #1843) in which the representative advised us Mr. Willis was pre-approved for a workout resolution with 5% on January 07, 2019. However, when his credit was ran liens for child support were shown on his credit report. Information about the child support lien was never relayed to the company by Mr. Willis. He also failed to advise the company that he had previous mortgage assistance. Mr. Willis had the responsibility to disclose all vital information to the company which would affect the end results and outcome for him.

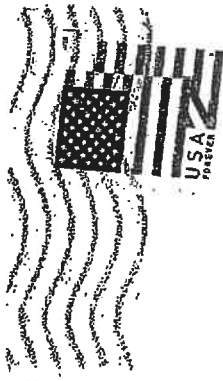
On January 11, 2019 at 2:35 p.m. Mr. Lopez spoke with Representative Maribel (rep. #1252). At this time we were advised that the investor denied any and all options for Mr. Willis. In conclusion, the company did all they could in their power to try to get a re-payment plan for Mr. Willis.

Sincerely,

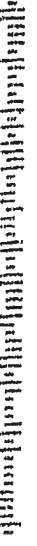
Sean Robinson,
Executive Administration

LOS ANGELES CA 900

FEB 20 1999



Department of JUSTICE
9001 MAIL SERVICE CENTER
Raleigh, NC 27699



881006-66922

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

NO: _____

STATE OF NORTH CAROLINA *ex rel.*
JOSHUA H. STEIN, Attorney General,

Plaintiff,

v.

**AFFIDAVIT OF
DAVID C. EVERS**

MICHAEL D. GRINNELL, individually
and d/b/a AMSTAR SERVICES and
HOME RELIEF SERVICES,

Defendant.

I, David C. Evers, being first duly sworn, and based on my own personal knowledge, which I believe to be true and accurate, depose and say that:

1. I am employed as a Consumer Protection Specialist with the Consumer Protection Division of the North Carolina Attorney General’s Office (“AGO”), and I have been employed in that Office for over twenty years. I work primarily in the areas of consumer credit and banking. The area of consumer credit includes debt relief schemes, including those prohibited by North Carolina’s Debt Adjusting Act, G.S. § 14-423, *et seq.*, which prohibits the charging of an advance fee for debt adjusting services. As part of my responsibilities, I handle consumer complaints within my designated areas, as well as conduct, or assist with the conduct of, the AGO’s investigations in these areas.

2. In 2019, the AGO received the complaint of North Carolina consumer Gregory Willis, who complained that he and his wife paid \$2400 for mortgage loan modification and

foreclosure assistance services to Home Relief Services (“Home Relief”), whose representatives subsequently represented to the Willises that Home Relief had become, or changed to, Amstar Services (“Amstar”).

3. In investigating Mr. Willis’s complaint, I searched the Consumer Sentinel database, which is a database operated by the Federal Trade Commission (“FTC”) that collects consumer complaint data from many state and federal agencies. The Consumer Sentinel database is not public and is only available to law enforcement agencies. In searching the database, I located complaints submitted by two North Carolina consumers against Amstar. True and accurate copies of these complaints, which are redacted to protect the consumers’ names and addresses, are attached hereto as Attachment A.

4. The first complaint, which was submitted by the San Jose, California Better Business Bureau to the FTC, was filed by S.S. of Mooresville, North Carolina. (The consumer’s initials are used to protect her identity.) I contacted S.S. and communicated with her by phone and email. S.S. stated that Amstar had promised her in April 2018 that it would obtain a mortgage loan modification for her that would substantially reduce her mortgage payments and keep her from losing her home. From June through August 2018, S.S. sent Amstar three checks, each in the amount of \$882, for a total payment of \$2646, to Amstar. S.S. stated that Amstar instructed her not to communicate with her mortgage lender Quicken Loans, and that Amstar would handle all communications with her lender. In November 2018, after not receiving any mortgage loan modification, S.S. was extremely worried because she was notified by her lender that her home was scheduled for foreclosure. She stated she repeatedly tried to contact Amstar but that they refused to return her calls.

5. S.S. provided a copy of her contract with Amstar to the AGO, together with copies of her cancelled checks, and several emails she had exchanged with Amstar. The cancelled checks show that Michael Grinnell signed the checks as “Owner” of Amstar, and that the checks were

cashed at a check cashing service. True and accurate copies of the documents that S.S. provided to the AGO, which have been redacted, are attached hereto as Attachment B.

6. I encouraged S.S. to file a complaint with the AGO, but she declined because she did not want her complaint to be publicly available. S.S. contacted her lender on her own, and managed to work out an arrangement with her lender to save her home from foreclosure. To my knowledge, S.S. never received any refund from Amstar, despite her filing a complaint with the BBB and having received no beneficial services from Amstar.

7. The second complaint filed with the FTC against Amstar by a North Carolina consumer was filed by W.S. from Wilmington, North Carolina. W.S. stated that he was seeking to lower his mortgage payments and somehow located Amstar's information—presumably on the internet—and he contacted Amstar by phone. In speaking with an Amstar representative, the representative told W.S. that Amstar could obtain significantly lower his mortgage payments, and that he would not need to make mortgage payments while Wells Fargo reviewed his application for a loan modification. Amstar told W.S. that its fee was \$2400, which W.S. would need to pay upfront, and that the fee would “cover the attorney cost.” W.S. was not behind on his mortgage, and after having second thoughts, decided not to go forward with working with Amstar. Instead, he filed a complaint with the FTC because he was concerned about Amstar's practices.

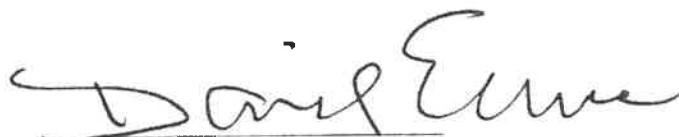
8. In my review of other complaints filed with the FTC by consumers in other states about HRS or Amstar, the complaints were very similar to those submitted by Mr. Willis, S.S. and W.S. That is, the consumers stated that HRS or Amstar had guaranteed it would reduce the consumer's mortgage payments and/or stop any foreclosure on the consumer's home, and would handle all communications with the consumer's lender. Some of the consumers had paid considerably more than \$2400 to HRS or Amstar. All of the consumers stated that they had not

received any beneficial services and were seeking refunds, but HRS or Amstar was not returning their calls and had not provided them with a refund.

9. Attached as Attachment C is a copy of a printout of Amstar's prior website, which was previously at www.amstarservice.com. The website claims, among other things, that Amstar helps homeowners to "stop the foreclosure process" and to "fight lender violations such as discrimination, loan modification abuse including dual tracking, chain of title violations, [and] robo-signing of documents ... issues."

I affirm, under the penalties for perjury, that the foregoing representations are true.

This the 15 day of April, 2021.


David C. Evers

Record # 2 / 103116098 / Consumer Sentinel Network Complaint			
Reference Number:	103116098	Originator Reference Number:	[REDACTED]
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>AMSTAR PROMISE MODIFICATION, THEY RECEIVE \$2400 IN \$2400 ADVANCE, THEY DID NOT FILE APPLICATION IN 4 MONTHS WOULD NOT TAKE MY CALLS OR ANSWER EMAILS.ON MAY 3RD JONATHAN TAYLOR call and email me that my mortgage was approve to get a home modification and they only help clients that they call get this done for. I was send documentation to file out and sign, they also request 3 check in the total withof \$882 per check which has been cash already. The modification application has not been file and they are not returning my calls or emails.I want my money back or else I will lose my home, they promise me my credit scores will be rein-store after the application is done and they will not respond to me.They cannot do this???? --- Additional Comments: I WANT MY FUNDS BACK AND THIS COMPANY HAS PUT ME THRU GREAT STRESS AND SHOULD NOT ALLOW TO DO THAT TO ANY ONE. THEY SHOULD HAVE TO PAY FOR THAT</p>		
Complaint disposition provided?:	Yes		
Complaint Disposition:	UNANSWERED. The business failed to respond to the dispute.		
Data Reference:		Load Date:	12/26/2018 10:08:17 PM
Created By:	BBBSANCA-USER	Created Date:	11/19/2018 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	BBB CA San Jose	Product Service Description:	Advance-Fee Loans, Credit Arrangers
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	11/19/2018	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	



Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:		Last Name:	
Address 1:		Address 2:	
City:	Mooreville	State:	North Carolina
Zip:	28115	Country:	UNITED STATES
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Amstar Service	Normalized Name:	Amstar Service
Address 1:	1055 W 7th St Ph 33	Address 2:	
City:	Los Angeles	State/Prov:	California
ZIP:	(Cleansed: 90001)	Country:	UNITED STATES
Email:		URL:	www.amstarservice.com
Phone Number:	800-5181272	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			



Record # 1 / 103762500 / Consumer Sentinel Network Complaint			
Reference Number:	103762500	Originator Reference Number:	[REDACTED]
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>Client is not sure how he came in contact with this company but he was looking to lower his monthly payment to Wells Fargo. Client called Amstar 800-518-1272 and spoke with Bill Spencer who said that he could get his monthly mortgage payment restructured with Wells Fargo. Bill told him that he could get his mortgage restricted because the received 3 billion dollars from the government and they will work with them to put him in a Harp. Client first has to pay a fee of \$2400 which would cover atty cost but he wasn't sure if they were giving him legal representation. Bill advise the client that Wells Fargo would stop his monthly payments while he was being reviewed for the modification so he would not have to make payments to him and to Wells Fargo. Client is current and has never been behind, he just needs to lower his payment. He has received an additional email asking for his mortgage statement and income documents -- Asked to pay a fee;Asked to stop making loan payments;Asked to redirect mortgage payments;</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	02/07/2019 10:06:38 PM
Created By:	HPF-USER	Created Date:	06/29/2018 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	Homeownership Preservation Foundation	Product Service Description:	Mortgage Modification\Foreclosure Relief
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	06/29/2018	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:		Law Violation:	
Topic:		Dispute with Credit Bureau?:	



Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:		Last Name:	
Address 1:		Address 2:	
City:	Wilmington	State:	North Carolina
Zip:	28409	Country:	UNITED STATES
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Amstar	Normalized Name:	Amstar
Address 1:	1055 W 7th St 33rd Fl	Address 2:	
City:	Los Angeles	State/Prov:	California
ZIP:	90017	Country:	UNITED STATES
Email:	bill@amstarservices.com	URL:	
Phone Number:	800-5181272	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative Name:	Bill Spencer	Title:	



AMSTAR SERVICE

1055 West 7th St.
Penthouse Suite 33rd Floor
Los Angeles, CA, 90017
Toll Free: (800) 518-1272 Fax: (213) 599-3990

MORTGAGE PROGRAMS YOU WILL BE REVIEWED FOR

Mortgage Programs Are Available to Help lower your mortgage payments and make them more affordable! You may be eligible to restructure your loan to make your payments and terms more manageable, for instance, lowering your monthly payment to make it more affordable, or if you have missed a few payments, you may qualify for a temporary or permanent solution to help you get your finances back on track, please see the table below for more information that can be very beneficial for the Homeowner.

Borrower(s) Name: [REDACTED]
Property Address: [REDACTED]
Loan Balance: 120,000 Interest: _____ Current Payment: 1,000
Lender: Quicken Loans Email: [REDACTED] Phone: [REDACTED]

OPTION	OVERVIEW	BENEFIT
Modification	<input checked="" type="checkbox"/> Restructure loan terms, to make it more affordable and manageable; Depending on your Investor's guidelines, a Trial Period maybe required.	Permanently modifies your loan, so that payments and/or terms are more manageable as a permanent solution to a long-term or permanent hardship.
Refinance	Receive a new loan with lower interest rate or other favorable terms.	Makes your payment or terms more affordable.
Partial Claim	One time payment from the FHA Insurance fund to help bring your loan current.	Reinstates Delinquency.
Forbearance Plan	Make Reduced mortgage payments or no mortgage payments for a specific period of time.	Have time to improve your financial situation and get back on your feet.
Repayment Plan	Pay back your past due payments together with your regular payments over an extended period of time.	Allows you time to catch up on the late payments without having to come up with a lump sum.
Reinstatement	Pay the total amount you owe in a lump sum payment and by a specific date. This may follow a Forbearance plan.	Allows you to avoid Foreclosure by bringing your loan current if you can show you have the funds that will become available at a specific date in the future.
Short Sale	Sell your property and pay off a portion of your loan balance when you owe more on the home than it is worth.	Allows you to transition out of your home or sell non residential collateral without going through foreclosure. In some cases, relocation assistance may be available.

We Want to Help: Take action and gain peace of mind and control of your situation. Complete and return the Borrower Response Package to start the process of getting the help you need now.

FOR QUESTIONS CONTACT US (800) 518-1272

Frequently Asked Questions

1. Why Did I Receive This Package?

You received this package because you are either behind in your mortgage payments due to hardship, have a high and/or adjustable interest rate or you were served with a Notice of Default and need assistance for mortgage payment affordability. We are sending this information to you now so that we can work with you to quickly resolve any temporary or long term financial challenge.

2. Will I Be Evaluated for a Loan Restructure When I Submit My Borrower Response Package?

Yes you will be evaluated to see what option (Modification, Refinance, Partial Claim, Forbearance, Repayment Plan, Reinstatement or Short sale) is best for your scenario.

3. What are the potential fees associated with this?

There should never be any upfront fees from anyone. We will evaluate your situation and offer you a proposal. If you choose to accept offer, then there shall be a fee for service being rendered. If you do not accept the offer, then no fee is due.

4. What Happens Once I have sent the Borrowers Response Package?

We will contact you by phone within (48) hours to confirm the receipt of your Borrowers Response Package. Once received, we will review to determine whether package is complete.

5. What Happens to My Mortgage While You Are Evaluating My Borrower Response Package?

You remain obligated to make all mortgage payments as they come due, even while we are evaluating the types of assistance that may be available. However, we may be able to put you into a forbearance program so that you may defer 3, 6, 9, or 12 months of your mortgage payments. If a loan modification offer is extended to you, any late, skipped/missed payments may be added into your new loan or forgiven completely.

6. What about if I'm in Active Foreclosure, can you still help me?

Yes, still send Borrowers Response Package and we will refer you to the Foreclosure Defense Team.

7. What Happens if I Have Waited Too Long and My Property Has Been Referred to an Attorney for Foreclosure? Should I Still Contact You?

Yes, the sooner the better!

8. What if My Property is Scheduled for a Foreclosure Sale in the Future?

If your sale date is within 15 days of complete package receipt, there is no guarantee we can evaluate you for a foreclosure alternative in time to stop the foreclosure sale.

9. Will My Property be Sold at a Foreclosure Sale if I Accept a Foreclosure Alternative? No. The property will not be sold at a foreclosure sale once you accept a foreclosure alternative, such as a forbearance or repayment plan, and comply with all requirements. Time restrictions may apply.

BORROWER CHECKLIST

GET STARTED! Please use this checklist to ensure you have completed all required forms and have the correct information.

Step 1. Review the information provided to help you understand your options, responsibilities, and next steps.

Step 2. Complete and sign the enclosed Uniform Borrowers Assistance Form

- All Income, Expenses and Assets for all borrowers
- Written explanation describing the specific nature of your hardship
- Your acknowledgment and agreement that all information provided is true and accurate.

Step 3. Make sure to include the following documents with your package :

- Proof of Income such as; Pay Stubs, Social Security Award letter, Retirement, Pension, VA or Disability Statement for the current year (for all borrowers)
- Self Employed (Bank Statements (2) most recent months) and Tax Returns (for all borrowers)
- Most recent Mortgage Statement (very important)

Step 4. Review if Package is complete: (All Borrowers)

- Uniform Borrowers Assistance Form
- Income & Expense Sheet
- Authorization to Represent Form
- Dodd Frank Certification
- 4506-T Form
- Proof of Income
- Most recent Mortgage Statement

Step 5. Please Return Complete Package to: Jonathan Taylor

Fax to: (213) 599-3990

Email to: Admin@amstarservice.com

Mail to: 1055 West 7th St. Penthouse Suite 33rd Floor
Los Angeles, CA. 90017

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T; (3) required income documentation; and (4) required hardship documentation.

Loan Number: [REDACTED] (usually found on your monthly loan statement)
 Servicer's Name: Quicken Loans

I want to: Keep the Property Vacate the Property Sell the Property Undecided

The property is currently: My Primary Residence A Second Home An Investment Property Land Only

The property is currently: Owner Occupied Renter Occupied Vacant

BORROWER **CO-BORROWER**

BORROWER'S NAME: [REDACTED] CO-BORROWER'S NAME: [REDACTED]

SOCIAL SECURITY NUMBER: [REDACTED] DATE OF BIRTH: [REDACTED] SOCIAL SECURITY NUMBER: [REDACTED] DATE OF BIRTH: [REDACTED]

HOME PHONE NUMBER WITH AREA CODE: [REDACTED] HOME PHONE NUMBER WITH AREA CODE: [REDACTED]

CELL OR WORK NUMBER WITH AREA CODE: [REDACTED] CELL OR WORK NUMBER WITH AREA CODE: [REDACTED]

MAILING ADDRESS: [REDACTED]

IF YOU HAVE A DIFFERENT MAILING ADDRESS, JUST WRITE SAME) EMAIL ADDRESS: [REDACTED]

Is the property listed for sale? Yes No
 If yes, what was the listing date? _____
 If property has been listed for sale, have you received an offer on the property? Yes No
 Date of offer: _____ Amount of Offer: \$ _____
 Agent's Name: _____
 Agent's Phone Number: _____
 For Sale by Owner? Yes No

Have you contacted a credit-counseling agency for help?
 Yes No
 If yes, please complete the counselor contact information below:
 Counselor's Name: _____
 Agency's Name: _____
 Counselor's Phone Number: _____
 Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? Yes No
 Total monthly amount: \$ 160

Name and address that fees are paid to: _____

Have you filed for bankruptcy? Yes No Filing Date: _____
 If yes: Chapter 7 Chapter 11 Chapter 12 Chapter 13
 Has your bankruptcy been discharged? Yes No Bankruptcy case number: _____

Are your property taxes current? Yes No
 Who pays the real estate taxes? I do* Lender does
 Is your hazard insurance policy current? Yes No
 Who pays the hazard insurance premium on the property? I do* Lender does

*If your taxes and/or insurance are not escrowed by your lender, you must include a copy of the last paid tax receipt and your insurance declaration page showing that adequate coverage is presently in effect.

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s))	
Gross wages	\$49,000	First Mortgage Payment	\$1,000.00	Checking Account(s)	\$ HBA
Pay Frequency		Second Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Auto Loans	\$	Business Account(s)	\$
Bonus / Commissions	\$500.00	Auto Expenses/Insurance	\$150.00	Savings / Money Market	\$100.00
Child Support / Alimony*	\$	Installment Loans	\$	CDs	\$
Non-taxable social security/SSDI	\$	Health and/or Life Insurance (Not Deducted from Payroll)	\$200.00	Stocks / Bonds	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Homeowner's Insurance & Property Taxes (if not escrowed)	\$	Other Cash on Hand	\$
Tips, commissions, bonus and self-employed income	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$300.00	Other Real Estate (est. value)	\$
Rents Received	\$	Alimony, child support payments	\$	401K	\$
Unemployment income	\$	Food Expenses	\$200.00	Other	\$
Food Stamps/Welfare	\$	Utilities	\$50.00	Other	\$
Other	\$	HOA/Condo Fees/Property Maintenance	\$13.33		\$
Other	\$	Mortgage Payments on other properties	\$		\$
Other	\$	Other	\$800.00		\$
Total (Gross Income)	\$	Total Household Expenses and Debt Payments	\$3117.33	Total Assets	\$

Any other liens (mortgage liens, mechanics liens, tax liens, etc.):

Lien Holder's Name	Balance and Interest Rate	Loan Number	Lien Holder's Phone Number

Required Income Documentation

- Do you earn a salary or hourly wage? For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).
- Are you self-employed?
 - Percentage of Ownership: Borrower: _____ Co-Borrower: _____
 - Include either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months.
- Do you have any additional sources of income? Provide for each borrower as applicable:
 - Other Earned Income** such as bonuses, commissions, housing allowance, tips, or overtime:
 - Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).
 - Social Security, disability or death benefits, pension, public assistance, or adoption assistance:**
 - Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
 - Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.
 - Rental Income:**
 - Provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.
 - Investment Income:**
 - Copies of the two most recent investment statements or bank statements supporting receipt of this income.
 - Alimony, child support, or separation maintenance payments as qualifying income:***
 - Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 - Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

UNIFORM BORROWER ASSISTANCE FORM

HARDSHIP AFFIDAVIT

In addition to completing this form, please also provide a written explanation describing the specific nature of your hardship.

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent loan relief options.

Date Hardship Began is: 6/15/2014

I believe that my situation is:

- Short-term (under 6 months)
 Medium-term (6 - 12 months)
 Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reason set forth below:

(Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:

Then the Required Hardship Documentation is:

Unemployment

No hardship letter needed

Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)

No hardship documentation required

Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control

No hardship documentation required

Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law

- Divorce decree signed by the court; OR
 Separation agreement signed by the court; OR
 Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR
 Recorded quitclaim deed evidencing that the non-occupying Borrower or co-borrower has relinquished all rights to the property

Death of a borrower or death of either the primary or secondary wage earner in the household

- Death certificate; OR
 Obituary or newspaper article reporting the death

Long-term or permanent disability; serious illness of a borrower/co-borrower or dependent family member

Proof of monthly insurance benefits or government assistance (if applicable)

Disaster (natural or man-made) adversely impacting the property or borrower's place of employment

- Insurance claim; OR
 Federal Emergency Management Agency grant or Small Business Administration loan; OR
 Borrower or Employer property located in a federally declared disaster area

Distant employment transfer / Relocation

For active-duty service members: Notice of Permanent Change of Station (PCS) or actual PCS orders.

For employment transfers/new employment:

- Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR
 Pay stub from new employer; OR
 If none of these apply, provide written explanation

In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).

Business Failure

- Proof of business failure supported by one of the following:
 Bankruptcy filing for the business; OR
 Two months recent bank statements for the business account evidencing cessation of business activity; OR
 Most recent signed and dated quarterly or year-to-date profit and loss statement

Other: a hardship that is not covered above

Written explanation describing the details of the hardship and relevant documentation

Authorization to Represent Form

1st Loan

Mortgage Co: _____ Loan #: _____

Property Address: _____

City, State and Zip: _____

I authorize AMSTAR SERVICE to discuss my request for payment assistance programs such as; Forbearance, Loan Modification, Foreclosure Defense, Litigation and or Refinance, as well allow you as my Mortgage Company Servicer, to release any information with the Company and specific agents within that Company that I have identified below as my designated agents. I also authorize you to work out the terms of program eligibility and payment agreement with my designated agents / and or their assignees and to cause to deliver requested documents to my designated agents and their assignees, employees, representatives and attorneys to do whatever possible to negotiate and achieve a new payment plan for my mortgage loan. I understand that I am fully responsible to review any and all information sent by my Mortgage Company to my designated representative.

I request that my mailing address is changed to the below company address while the modification is being processed. Also, I require that all contact related to my account, be referred to the designated representative below.

Be further informed, that this authorization will remain in effect until I specifically notify my Mortgage Company's Loss Mitigation Department in writing that this authorization is no longer in force or effect.

Please make all appropriate notification in your system to reflect this authorization.

My Designated Agent Company is: **AMSTAR SERVICE**
1055 West 7th St. Penthouse Suite 33rd Floor
Los Angeles, CA. 90017

Phone: (800) 518-1272
Fax: (213) 599-3990

Specific Agents at: **AMSTAR SERVICE**

- Benjamin Wasson
- Jennifer Shaw
- Oliver Taylor
- Bill Spencer
- Roxy Gonzalez

[Redacted Signature]

[Redacted Social Security #]

[Redacted Date of Birth]

Borrowers Signature: _____ Social Security# _____ Driver's License# _____ Date of Birth _____

[Redacted Name] _____
Borrower's Name

5/02/10
Date

Co - Borrowers Signature: _____ Social Security# _____ Driver's License# _____ Date of Birth _____

Co - Borrower's Name _____

_____ Date



Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

 Borrower Signature

5/21/10
 Date

 Co-Borrower Signature

 Date





Adv Tiered Interest Chkg - 0687: Account Activity Transaction Details

Check number: 00000004038

Post date: 06/18/2018

Amount: -882.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

Bank of America

MOORESVILLE, NC 28116-5229

6/11/18 Date

4038
6-18529 NC
524

Amstar \$882.00

Pay to the order of eight hundred and eighty two dollars

Bank of America

ACH NT

Memorandum

4038

Full Deposit Only
Avalon Check Cashing Corp
To the Amount of
6/15/2018

Check Number
6/15/18

Signature of Cashier
6/15/18

Name/Title



Adv Tiered Interest Chkg - 0687: Account Activity Transaction Details

Check number: 00000004039

Post date: 07/17/2018

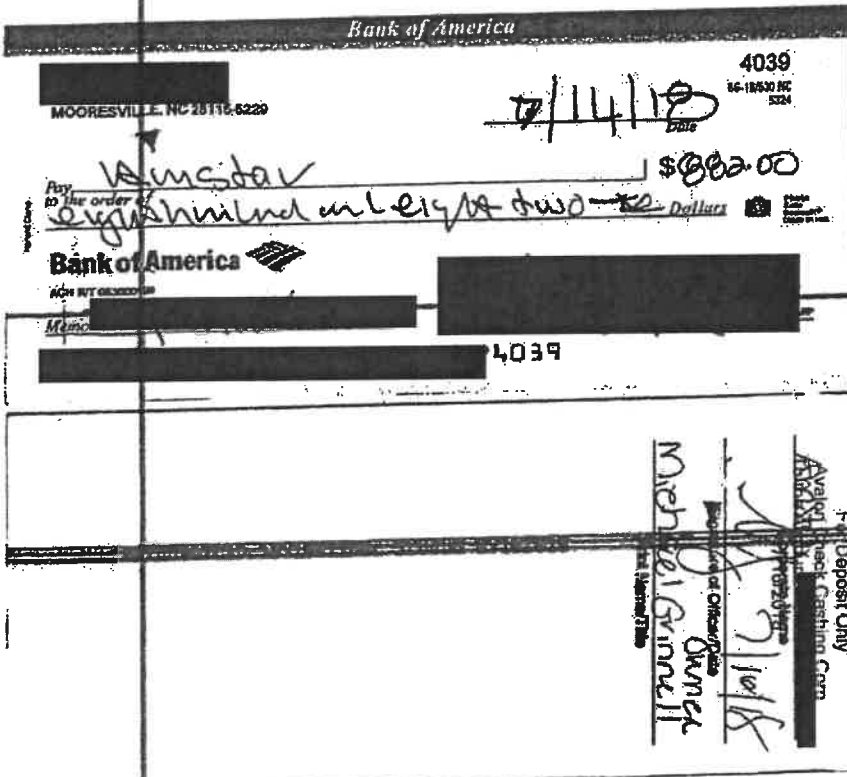
Amount: -882.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks



Adv Tiered Interest Chkg - 0687: Account Activity Transaction Details

Check number: 00000004037

Post date: 08/17/2018

Amount: -882.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

Bank of America

MOORESVILLE, NC 28115-5225

4037

08/17/2018

Pay to the order of Winstar \$ 882.00

Bank of America

4037

F-1 Deposit Only

Avalon Check Cashing Corp

To the order of Winstar

8/17/2018

Corporate Name

Signature of Cashier

Michael Grinnell

Print Name/TSS

Fw: Statement.

From: [Redacted]

To: Charles@homereleiefservice.org

Date: Thursday, April 26, 2018, 7:01 PM EDT


Charles Requested my loan statement, saying he can help me.

Savi Singh

---On Thu, 4/26/18, [Redacted] wrote:

> From: [Redacted]
> Subject: Statement
> To: [Redacted]
> Date: Thursday, April 26, 2018, 7:00 PM

> Sent from my iPhone

 IMG_8061.JPG
86.5kB

This is the person that give my personal information to Am Sam because his name was mention when I got the call from Am Sam

UPDATED DOCUMENTS

amstar

From: ROXY GONZALEZ (roxy@amstarservice.com)

To: [REDACTED]

Date: Thursday, September 13, 2018, 2:05 PM EDT

Hello Mrs. Singh per the conversation we had earlier today here is the list of updated documents the investors are requesting from you to keep your file current. The documents needed are as follow:

- Bank statements for the months of July & August (all pages)
- All pay stubs for August
- HOA statement most recent

Thank you and have a blessed day.

1055 West 7th St.
Penthouse Suite 33rd Floor
Los Angeles, CA. 90017

Roxy Gonzalez / Processor

Toll Free: (800) 518-1272
Direct: (424) 777-8829
Fax: (213) 599-3990
Email: Roxy@amstarservice.com
Website: <https://amstarservice.com/>

"This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message." Thank you for your cooperation



WE KNOW YOUR RIGHTS

Foreclosure litigation



The goal is to stop foreclosure before it occurs, to get you damages or the return of your property after a sale has occurred, and to keep you in your property as long as possible through eviction defense.

Breach of modification contract



As interest rates rise along with home values, many lenders are claiming a "mistake" was made on the original modification and forcing borrowers to accept a new contract with different terms. These new contracts always require the borrower to pay more, and when borrowers refuse, the lender stops taking their payments, thereby throwing them into foreclosure.

Consumer complaints



We help borrowers file consumer complaints through the Consumer Financial Protection Bureau when a lender is guilty of discriminatory lending practices based on factors such as race, gender, age or veteran status of the borrower. This is a cost-effective

solution that may work on its own or as a first line of attack, pre-litigation.

Refinancing



In many cases, a loan refinance enables homeowners to reduce their monthly payments and avoid default on an otherwise unmanageable loan, such as an adjustable rate mortgage with an increasing interest rate.

Sale and short sale



Foreclosure and bad credit can be avoided with a sale or short sale of the property before a mortgage goes into

default or even after the bank begins the foreclosure process.

Mass joinder



Through mass joinder lawsuits, we help clients join together in a single lawsuit to sue their lender for the harm that a breach of duty or statutory violation has caused. This is an affordable way for clients to pay less than they would for an individual lawsuit and to have greater power in numbers.

WE PROTECT OUR CLIENTS



Wrongful foreclosure

We help clients hold lenders responsible for fraud and negligence resulting in wrongful foreclosure and stop the foreclosure process when possible.

Eviction defense

After a foreclosure sale has occurred, when lenders sue homeowners and tenants for unlawful detention to evict them from their homes, At **AMSTAR** we provide a strong eviction defense to keep residents in their homes as long as possible and potentially get them cash to move.

Foreclosure statutes

Recent foreclosure statutes provide borrowers with significant additional rights before, during and after foreclosure and further regulate lenders and loan servicers, including the provision of penalties for material violations.

Lender violations

HOME RELIEF helps homeowners fight lender violations such as discrimination, loan modification abuse including dual tracking, chain of title violations, robo-signing of documents and quiet title issues.

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MODIFICATION BANKRUPTCY TESTIMONIALS MERS & DEBT
SETTLEMENT

EMAIL Admin@Amstarservice.com

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)
OHIO ATTORNEY GENERAL)
MICHAEL DEWINE)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

EQUITABLE CENTURY GROUP, LLC)
10866 Wilshire Blvd #400)
Los Angeles, California 90024)

and)

1st FINANCIAL ASSOCIATES, LLC)
625 Hauser Blvd., Unit 201)
Los Angeles, California 90036-3745)

and)

MICHAEL D. GRINNELL)
10535 Lindley Ave., Apt 10)
Porter Ranch, California 91326-3238)

Defendants.)

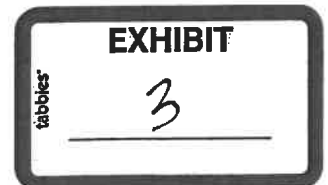
CASE NO.

JUDGE

COMPLAINT AND REQUEST
FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF,
CONSUMER DAMAGES, AND
AND CIVIL PENALTIES

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General Michael DeWine, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07.
2. The actions of Defendants Equitable Century Group, LLC, 1st Financial Associates, LLC, and Michael D. Grinnell ("Defendants"), hereinafter described, have occurred in the State of Ohio, in Franklin County and in other counties in Ohio and, as set forth below, are in



violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., and the Debt Adjuster's Act ("DAA"), R.C. 4710.01 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that Franklin County, Ohio is where Defendants conducted some of the transactions complained of herein.

DEFENDANTS

5. Equitable Century Group, LLC ("Equitable Century Group") is a California limited liability corporation registered with the California Secretary of State.
6. Defendant Equitable Century Group represented that its principal place of business was located at 10866 Wilshire Blvd. #400, Los Angeles, California, 90024.
7. At other times, Defendant Equitable Century Group has represented that its place of business was 468 N. Camden Drive, Beverly Hills, California, 90210.
8. Defendant 1st Financial Associates, LLC ("1st Financial") is a California limited liability corporation registered with the California Secretary of State.
9. Defendant 1st Financial represented that its principal place of business was 625 Hauser Blvd., Unit 201, Los Angeles, California, 90036-3745.
10. Defendant Grinnell is a natural person who resides at 10535 Lindley Ave., Apt 10, Porter Ranch, CA 91326-3238.
11. Defendant Grinnell did business as Equitable Century Group.
12. Defendant Grinnell did business as 1st Financial.

13. Upon information and belief, Defendants also did business under the unincorporated, fictitious business names Tri-West USA, TW & Associates, and NorthStar Finance Group, which were not registered in California or Ohio.
14. Upon information and belief, Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Equitable Century Group, as described in this Complaint.
15. At all times relevant to this action, Defendant Equitable Century Group was not registered with the Ohio Secretary of State as a foreign limited liability company.
16. Upon information and belief, Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant 1st Financial, as described in this Complaint.
17. At all times relevant to this action, Defendant 1st Financial was not registered with the Ohio Secretary of State as a foreign limited liability company.
18. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling mortgage loan modification services to consumers.
19. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling mortgage loan modification services to consumers in Franklin County and other counties in Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
20. Defendants engage in “debt adjusting” as defined in R.C. 4710.01(B) in that Defendants, at all times relevant herein, held themselves out as providing services to debtors in the

management of their mortgages by effecting the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.

STATEMENT OF FACTS

21. Defendants represented that they could help consumers by negotiating a loan modification or other loan adjustment with the consumers' lenders or mortgage servicers.
22. Defendants advertised their mortgage loan modification services via telephone calls to consumers wherein Defendants solicited consumers to purchase loan modification services.
23. Defendants represented to consumers that a full refund would be provided if a final loan modification was not obtained within three months.
24. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for consumers.
25. Defendants charged Ohio consumers initial fees of \$1,000 or more prior to the initiation of any services.
26. Defendants charged Ohio consumers fees or contributions in excess of \$100 per calendar year for their loan modification services.
27. Defendants failed to obtain loan modifications for consumers or failed to provide the entirety of services that were promised to consumers.
28. Defendants represented to some Ohio consumers that they were attorneys providing legal services on behalf of the consumers when there is no evidence that Defendants employed attorneys, Ohio-licensed or otherwise.
29. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.

30. Many consumers who did not receive mortgage loan modifications attempted to contact the Defendants to request refunds but were unable to reach the Defendants after the Defendants took their money.
31. Defendants failed to provide refunds to consumers for whom they did not provide loan modifications.
32. Defendants failed to make full refunds of money consumers paid for undelivered services, despite requests from consumers to either deliver the services or make full refunds.
33. Consumers who did business with the Defendants and never received loan modifications or refunds were left in worse financial situations than they were in before doing business with Defendants.

FIRST CAUSE OF ACTION

Violations of the CSPA

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Three (1-33) of this Complaint.
35. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for services, failing to make full delivery of the promised services, and failing to provide full refunds.
36. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by failing to register their fictitious business names with the Ohio Secretary of State as required by R.C. 1703.01 et seq.

37. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

SECOND CAUSE OF ACTION

Violations of the Debt Adjuster's Act

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Three (1-33) of this Complaint.

39. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A), by operation of R.C. 4710.04, by engaging in debt adjusting activities, including holding out that they could effect the adjustment, compromise, or discharge of any account, note, or other indebtedness of consumers who signed up for their services, while charging fees in excess of those permitted by R.C. 4710.02(B) of the DAA.

40. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants, doing business under their own names, the names TW & Associates, Tri-West USA, NorthStar Finance Group, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from committing any unfair, deceptive, or unconscionable acts

or practices that violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., or the DAA, R.C. 4710.01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. **DECLARE** that each act or practice complained of herein violates the CSPA, its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the DAA in the manner set forth in this Complaint.
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **GRANT** Plaintiff its costs in bringing this action.
- F. **ORDER** Defendants to pay all court costs.
- G. **ISSUE AN INJUNCTION** prohibiting Defendants from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- H. **ISSUE A PERMANENT INJUNCTION** prohibiting Defendant Grinnell from engaging in any mortgage or debt-related consumer transactions with Ohio consumers.
- I. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Counsel for Plaintiff, State of Ohio
Senior Assistant Attorney General
Office of the Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614.644.9618
tracy.dickens@ohioattorneygeneral.gov
866.449.0989 (fax)

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	CASE NO. 17CV009813
OHIO ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE SERROTT
)	
Plaintiff,)	<u>Final Judgment</u>
)	<u>Entry and Order</u>
v.)	<u>Against Defendants</u>
)	
EQUITABLE CENTURY GROUP, LLC et al.)	
)	
Defendants.)	
)	

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on December 22, 2017. The Court issued an Entry Granting Plaintiff's Motion for Default Judgment on December 26, 2017, including Plaintiff's request to submit evidence of consumer damages via affidavits in lieu of live consumer testimony.

On March 28, 2018, Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief ("Damages Memo"), which included the sworn affidavits of five consumers who suffered monetary damages due to Defendants' unfair and deceptive acts and practices. The Damages Memo also set forth the basis for Plaintiff's request for a declaratory judgment, a permanent injunction, and a \$50,000 civil penalty. Pursuant to the Court's Entry of December 26, 2017, the matter came before the Court for a non-oral damages hearing on April 11, 2018.

The Court finds Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the five consumers who submitted affidavits sustained monetary damages totaling \$40,466.53 and that the imposition of a permanent injunction, a declaratory judgment, and \$50,000 civil penalty are all proper, appropriate, and permitted by R.C. 1345.07(D).



Accordingly, the Court issues the following the findings of fact, conclusions of law, and injunctive relief.

FINDINGS OF FACT

1. Defendant Equitable Century Group, LLC (“Equitable Century Group”) is a California limited liability corporation registered with the California Secretary of State.
2. Defendant Equitable Century Group represented that its principal place of business was located at 10866 Wilshire Blvd. #400, Los Angeles, California, 90024.
3. At other times, Defendant Equitable Century Group has represented that its place of business was 468 N. Camden Drive, Beverly Hills, California, 90210.
4. Defendant 1st Financial Associates, LLC (“1st Financial”) is a California limited liability corporation registered with the California Secretary of State.
5. Defendant 1st Financial represented that its principal place of business was 625 Hauser Blvd., Unit 201, Los Angeles, California, 90036-3745.
6. Defendant Michael D. Grinnell (“Grinnell”) is a natural person who resides at 508 N. Kingsley Drive, Los Angeles, CA 90004-1911.
7. Defendant Grinnell did business as Equitable Century Group.
8. Defendant Grinnell did business as 1st Financial.
9. Defendants Equitable Century Group, 1st Financial, and Grinnell (“Defendants”) also did business under the unincorporated, fictitious business names Tri-West USA, TW & Associates, and NorthStar Finance Group, which were not registered in California or Ohio.
10. Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Equitable Century Group.

11. At all times relevant to this action, Defendant Equitable Century Group was not registered with the Ohio Secretary of State as a foreign limited liability company.
12. Defendant Grinnell directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant 1st Financial.
13. At all times relevant to this action, Defendant 1st Financial was not registered with the Ohio Secretary of State as a foreign limited liability company.
14. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling mortgage loan modification services to consumers.
15. Defendants represented that they could help consumers by negotiating loan modifications or other loan adjustments with the consumers' lenders or mortgage servicers.
16. Defendants advertised their mortgage loan modification services via telephone calls to consumers wherein Defendants solicited consumers to purchase loan modification services.
17. Defendants represented to consumers that a full refund would be provided if a final loan modification was not obtained within three months.
18. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for consumers.
19. Defendants charged Ohio consumers initial fees of \$1,000 or more prior to the initiation of any services.
20. Defendants charged Ohio consumers fees or contributions in excess of \$100 per calendar year for their loan modification services.
21. Defendants failed to obtain loan modifications for consumers or failed to provide the entirety of services that were promised to consumers.

22. Defendants represented to some Ohio consumers that they were attorneys providing legal services on behalf of the consumers when there is no evidence that Defendants employed attorneys, Ohio-licensed or otherwise.
23. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.
24. Many consumers who did not receive mortgage loan modifications attempted to contact Defendants to request refunds but were unable to reach Defendants after Defendants took their money.
25. Defendants failed to provide refunds to consumers for whom they did not provide loan modifications.
26. Defendants failed to make full refunds of money consumers paid for undelivered services, despite requests from consumers to either deliver the services or make full refunds.
27. Consumers who did business with Defendants and never received loan modifications or refunds were left in worse financial situations than they were in before doing business with Defendants.

CONCLUSIONS OF LAW

28. The actions of Defendants described in the Complaint and in this Order have occurred in the State of Ohio, including in Franklin County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Debt Adjuster’s Act (“DAA”), R.C. 4710.01 et seq.

29. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
30. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
31. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(3), in that Franklin County, Ohio is where Defendants conducted some of the transactions complained of herein.
32. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling mortgage loan modification services to consumers in Franklin County and other counties in Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
33. Defendants engaged in “debt adjusting” as defined in R.C. 4710.01(B) in that Defendants have, at all times relevant herein, held themselves out as providing services to debtors in the management of their mortgages by effecting the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.
34. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for services, failing to make full delivery of the promised services, and failing to provide full refunds.

35. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by failing to register their fictitious business names with the Ohio Secretary of State as required by R.C. 1703.01 et seq.
36. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A), by operation of R.C. 4710.04, by engaging in debt adjusting activities, including holding out that they could effect the adjustment, compromise, or discharge of any account, note, or other indebtedness of consumers who signed up for their services, while charging fees in excess of those permitted by R.C. 4710.02(B) of the DAA.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants, doing business under their own names, the names TW & Associates, Tri-West USA, NorthStar Finance Group, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are **PERMANENTLY ENJOINED** from engaging in the acts or practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C 109:4-3-01 et seq., or the DAA, R.C. 4710.01 et seq., including, but not limited to, violating the specific statutes and rules described in this order.
- B. It is **DECLARED** that each act or practice committed by Defendants, as set forth above, violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the DAA, R.C. 4710.01 et seq.
- C. Pursuant to R.C. 1345.07(B), Defendants are **ORDERED**, jointly and severally, to pay consumer damages in the total amount of \$40,466.53. Such payment shall be made to

the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

The consumer damages will be distributed to the following five consumers in the amounts set forth below:

Last Name	First Name	City	State	Amount
Baker	Alisa	Willoughby Hills	OH	\$3,710.00
Fagan	Sharon	Mansfield	OH	\$7,069.20
Lancz	Frank	Toledo	OH	\$5,000.00
McCoy	William	Grove City	OH	\$9,478.27
McMillen	John	Cincinnati	OH	\$15,209.06
			TOTAL	\$40,466.53

D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are **ORDERED**, jointly and severally, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$50,000. Such payment shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- F. Defendants are **PERMANENTLY ENJOINED** from engaging in any mortgage or debt-related consumer transactions with Ohio consumers.
- G. Defendants are **ORDERED**, jointly and severally, to pay all court costs.

IT IS SO ORDERED.

April 12, 2018

Electronically Signed By:
JUDGE SERROTT

Submitted by:

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Senior Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-3999/(866) 449-0989 (fax)
tracy.dickens@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

Date: 04-12-2018
Case Title: OHIO STATE ATTORNEY GENERAL MIKE DEWINE -VS-
EQUITABLE CENTURY GROUP LLC ET AL
Case Number: 17CV009813
Type: JUDGMENT AGAINST DEFENDANT

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Mark A. Serrott". The signature is written in a cursive, flowing style.

/s/ Judge Mark A. Serrott

Court Disposition

Case Number: 17CV009813

Case Style: OHIO STATE ATTORNEY GENERAL MIKE DEWINE -
VS- EQUITABLE CENTURY GROUP LLC ET AL

Case Terminated: 12 - Default

Final Appealable Order: Yes

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STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCIAL REGULATION

In the Matter of:
Amstar Service aka Amstar Services,
Michael Grinnell, Alex Newman

DM-19-0126
FINAL ORDER TO CEASE AND DESIST
AND ORDER ASSESSING CIVIL
PENALTIES ENTERED BY DEFAULT

Respondents.

On May 11, 2020, the Director of the Department of Consumer and Business Services for the State of Oregon ("Director"), acting pursuant to Oregon Revised Statutes ("ORS") 86A.100 et seq. and Oregon Administrative Rules ("OAR") 441-850-0005 through 441-885-0010 (collectively, the "Oregon Mortgage Lender Law") and ORS 697.602 through 697.842 and OAR 441-910-0000 through 441-910-0200 (collectively, "the Oregon Debt Management Service Provider Law"), issued Administrative Order No. DM-19-0126: Order to Cease and Desist, Proposed Order Assessing Civil Penalties and Notice of Right to a Hearing ("the Order") to Amstar Service ("Amstar"), Michael Grinnell ("Grinnell"), and Alex Newman ("Newman").

On May 12, 2020, the Director mailed a true copy of the Order by regular, first-class mail and by certified mail, postage prepaid addressed to Amstar at 1055 West 7th Street Penthouse Suite, 33rd Floor, Los Angeles, California 90017. A green card evidencing receipt was signed on May 18, 2020 and returned.

On May 12, 2020, the Director mailed a true copy of the Order by regular, first-class mail and by certified mail, postage prepaid addressed to Grinnell, and a separate mailing addressed to Amstar, at 10535 Lindley Avenue, Apt. 10 Northridge, CA 91326. Green cards evidencing receipt of both mailings were signed on May 15, 2020 and returned.

Division of Financial Regulation
Labor and Industry Building
350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387



1 On May 12, 2020, the Director mailed a true copy of the Order by regular, first-class mail
2 and by certified mail, postage prepaid addressed to Newman at 1055 West 7th Street Penthouse
3 Suite, 33rd Floor, Los Angeles, California 90017. A green card evidencing receipt was signed on
4 May 18, 2020 and returned.

5 The Order offered Amstar, Grinnell, and Newman an opportunity for a hearing, if
6 requested in writing within 20 days. The Notice Order further informed Amstar, Grinnell, and
7 Newman that if a hearing was not conducted because the parties did not timely request a hearing
8 or otherwise defaulted, then the designated portion of the Division's file would automatically
9 become part of the contested case record to prove a *prima facie* case. Neither Amstar, Grinnell,
10 nor Newman has not made a written request for a contested hearing, and the time to do so has
11 expired.

12 After considering the relevant portions of the Division's file in this matter, the Director
13 finds that the record proves a *prima facie* case.

14 Now, therefore, the Director makes the following Findings of Fact and Conclusions of
15 Law and issues the following Order:

16 FINDINGS OF FACT

17 The Director FINDS that:

18 1. Amstar was a California entity operating from 1055 West 7th Street Penthouse Suite, 33rd
19 Floor, Los Angeles, California 90017.

20 2. Amstar has never been registered to do business with the California or Oregon
21 Secretaries of State.

22 3. On April 25, 2018, "Amstar Services" was filed as a fictitious business name in Los
23 Angeles County. At all times material, Grinnell was an owner and control person of Amstar and
24 engaged in business activity involving Oregon consumer "CI" and Oregon residential property.

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1 4. At all times material, Newman was employed by or associated with Amstar as a Client
2 Representative.

3 5. Amstar, Grinnell and Newman have never held an Oregon mortgage banker/broker
4 license or been registered to provide debt management services in Oregon.

5 6. Newman and Grinnell have never been licensed as an Oregon mortgage loan
6 originator.

7 7. At all times material, individuals CI and PI were party to a mortgage loan secured by
8 Oregon residential property.

9 8. CI and PI were interested in lowering the interest rate and monthly payments on their
10 mortgage loan, so CI applied to Amstar for assistance in obtaining a loan modification.

11 9. CI's application, signed and dated May 29, 2018, includes an agreement authorizing
12 Amstar to discuss his request for payment assistance programs including: loan modification,
13 forbearance, and refinance with his lender, Ditech. The agreement further authorizes Amstar to
14 work out the program eligibility terms and payment agreement with Ditech on his behalf.

15 10. Amstar provided CI with a written agreement for fee-based loan modification services,
16 which CI signed, dated June 12, 2018, and returned.

17 11. Amstar prepared a Settlement Terms Form with modified loan provisions that included a
18 2% interest rate and a total monthly mortgage payment of \$605.69, which CI also signed on June
19 12, 2018. These terms would be a reported monthly savings of \$294.31.

20 12. CI's primary contact for his transaction at Amstar was Client Representative Alex
21 Newman, who offered to negotiate the terms of CI's loan modification.

22 13. CI paid Amstar three monthly installments by check of \$1,062.33 from June through
23 August 2018, totaling \$3,186.99. Amstar cashed the checks. Grinnell's name appears on the back
24 of two checks under the deposit information and is identified as the "owner" of Amstar Service.



1 14. PI received a confusing call from Amstar regarding their loan modification.

2 15. In response, CI wrote a letter to Amstar on November 20, 2018, requesting clarification. In
3 the letter he stated "This is confusing, and wrong. I feel that I and PI have been lied to, swindled
4 out of the rate that I and PI was told for our home; as well as the lower Payment too (sic)." CI
5 continued, "Please, I beg you to respond to my request of finding out what the heck is going on."

6 16. As their home was headed for foreclosure, on December 5, 2018, CI and PI filed a
7 complaint against Amstar with the Oregon Division of Financial Regulation for the mishandling
8 of their loan modification transaction.

9 17. As of the date of their complaint, CI and PI have not received the information requested
10 from Amstar or a refund of the fees paid to Amstar for loan modification services.

11 18. A Division Compliance Specialist contacted Grinnell and Newman regarding CI's
12 complaint.

13 19. On December 6, 2018, Newman replied by email stating that Amstar only had one Oregon
14 client, was no longer in business and "...has not been in operation since April 1st of 2018."

15 20. On December 20, 2018, Grinnell replied by email stating that "That name [Amstar] was
16 disbanded in April of this year as was everything else..."

17 CONCLUSIONS OF LAW

18 The Director CONCLUDES that:

19 21. Amstar, Grinnell and Newman acted as a "mortgage broker" under ORS
20 86A.100(5)(a)(C) when, for compensation or in the expectation of compensation, they either
21 directly or indirectly made, negotiated, or offered to make or negotiate, a modification to the
22 terms and conditions of CI's and PI's mortgage loan.

23 22. By conducting business as a mortgage broker on CI's and PI's loan modification
24 transaction, Amstar, Grinnell and Newman engaged in "residential mortgage transactions in this

1 state" under ORS 86A.103(2) without being licensed as a mortgage banker/broker, in violation
2 of ORS 86A.103(1).

3 23. Amstar, Grinnell and Newman received money or other valuable consideration, or
4 expected to receive money or other valuable consideration, for obtaining or attempting to obtain,
5 as an intermediary on CI's and PI's behalf, a concession from a creditor including, but not
6 limited to, a reduction in the principal, interest, penalties or fees associated with the debt under
7 ORS 697.602(2)(d) without being registered as a debt management service provider under ORS
8 697.632, in violation of ORS 697.612(1)(a).

9 24. By accepting an initial fee in excess of \$50 (\$3,186.99) from CI and PI for a debt
10 management service when the debt was not settled with the creditor, Amstar and Grinnell
11 violated ORS 697.692(1)(a).

12 25. By accepting a fee of \$3,169.99 from CI and PI for a debt management service when the
13 debt was not settled with the creditor and the loan's principal was not reduced, Amstar and
14 Grinnell violated ORS 697.692(1)(e).

15 26. Grinnell and Newman offered to negotiate a modification to the terms and conditions of
16 CI's and PI's residential mortgage loan without being licensed as a mortgage loan originator, in
17 violation of ORS 86A.203.

18 27. By sending an email to the Division stating that Amstar had ceased operations on April 1,
19 2018 when he had offered loan modifications services through Amstar to CI and PI in May and
20 June 2018, Newman filed a report with the Director which was known to be false in a material
21 respect or manner, in violation of ORS 86A.154(4).

22 28. By sending an email to the Division stating that Amstar had ceased operations in April of
23 2018 when the company accepted CI's and PI's fees through September 2018, Grinnell filed a
24 report with the Director which was known to be false in a material respect or manner, in



1 violation of ORS 86A.154(4).

2 29. By offering to provide loan modification services that both he and Amstar were
3 unlicensed to provide, Grinnell and Newman caused CI and PI to suffer harm under ORS
4 86A.224(2)(c).

5 ORDER

6 NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDERS:

7 30. Pursuant to ORS 86A.127(4) and 697.825(1)(a), the Director hereby ORDERS Amstar,
8 Grinnell and Newman, and all entities owned or controlled by Amstar, Grinnell and Newman, to
9 CEASE AND DESIST from violating the Oregon Mortgage Lender Law and the Oregon Debt
10 Management Service Providers Law.

11 31. Pursuant to ORS 86A.992, the Director may assess a civil penalty in the amount of
12 not more than \$5,000 per violation against any person who violates or who procures, aids or abets
13 in the violation of any provision of ORS 86A.095 to 86A.198 or any rule or order issued
14 under ORS 86A.124 or 86A.242. Pursuant to the authority of ORS 697.832, the Director may
15 assess a civil penalty in an amount of not more than \$5,000 per violation against any person who
16 violates ORS 697.612 or 697.642 to 697.702, rules adopted under ORS 697.632, or any order
17 issued under ORS 697.825.

18 32. Pursuant to ORS 86A.992 and ORS 697.832, the Director hereby ORDERS Amstar to pay
19 a CIVIL PENALTY in the amount of \$10,000. This includes \$5,000 for the violation of ORS
20 86A.103(1) (unlicensed mortgage broker)/ORS 697.612(1) (unregistered debt management
21 service provider) and \$5,000 for the violation of ORS 697.692(1)(a)/ORS 697.692(1)(e) (fee
22 violation).

23 33. Pursuant to ORS 86A.224(3)(a) and ORS 697.832, the Director hereby ORDERS Grinnell
24 to pay a CIVIL PENALTY in the amount of \$15,000. This includes \$5,000 for the violation of

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1 ORS 86A.103(1) (unlicensed mortgage broker)/ORS 697.612 (unregistered debt management
2 service provider)/ORS 86A.203 (unlicensed MLO), \$5,000 for the violation of ORS
3 697.692(1)(a)/ORS 697.692(1)(e) (fee violation), and \$5,000 for the violation of ORS 86A.154(4)
4 (filing false report).

5 34. Pursuant to ORS 86A.224(3)(a) and ORS 697.832, the Director hereby ORDERS
6 Newman to pay a CIVIL PENALTY in the amount of \$10,000. This includes \$5,000 for the
7 violation of ORS 86A.103(1) (unlicensed mortgage broker)/ORS 697.612 (unregistered debt
8 management service provider)/ORS 86A.203 (unlicensed MLO) and \$5,000 for the violation of
9 ORS 86A.154(4) (filing false report).

10 35. Pursuant to ORS 86A.224(2)(c), the Director hereby ORDERS Grinnell and Newman to
11 pay \$3,186.99 RESTITUTION to consumers CI and PI.

12 36. This is a "Final Order" under ORS 183.310(6)(b). Subject to this provision, the entry of
13 this Order does not limit further remedies that may be available to the Director under Oregon
14 law.

15 SO ORDERED this 25th day of June, 2020.

16
17 Andrew R. Stolfi, Acting Director
18 Department of Consumer and Business Services

19 /s/ Dorothy Bean
20 Dorothy Bean, Chief of Enforcement
21 Division of Financial Regulation

22 NOTICE OF RIGHT TO JUDICIAL APPEAL

23 Except as provided in ORS 697.825(2)(e), you may be entitled to judicial review of this Order
24 under ORS 183.482. You may request judicial review by filing a petition with the Court of
Appeals in Salem, Oregon, within 60 days from the date this Order is served.



