

COPY

FILED
COMMON PLEAS COURT
ERIE COUNTY, OHIO
2014 JUL 23 AM 9:13
LUVADA S. WILSON
CLERK OF COURTS

**IN THE COURT OF COMMON PLEAS
ERIE COUNTY, OHIO**

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

PLAINTIFF,)

v.)

CREDENCE LAW GROUP, INC)
180 N. Stetson Street)
Suite 3500)
Chicago, Illinois 60601)

and)

BYRON LANDAU individually)
and dba CREDENCE LAW GROUP, INC.)
1290 W. Horizon Ridge Parkway)
Apartment 223)
Henderson, Nevada 89012-5508)

DEFENDANTS.)

CASE NO.: ~~2014~~ CV 0489

JUDGE: REBINETTE

**COMPLAINT AND REQUEST
FOR DECLARATORY AND
INJUNCTIVE RELIEF,
CONSUMER DAMAGES, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through counsel the Attorney General of Ohio, 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 it by R.C. 1345.07.
2. The actions of Defendants Byron Landau and Credence Law Group, Inc. ("Defendants"), hereinafter described, have occurred in the State of Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the Debt Adjuster's Act, R.C. 4701.01 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), as Defendants conducted activity in this county that gives rise to the claims for relief.

DEFENDANTS

5. Defendant Credence Law Group, Inc. (“Credence Law Group”) was an Illinois corporation. Upon information and belief, Credence Law Group dissolved in June 2014.
6. Defendant Credence Law Group represented to consumers that its principal place of business was located at 180 N. Stetson Street, Suite 3500, Chicago, Illinois 60601.
7. Defendant Byron Landau (“Landau”) is a natural person who resides in Nevada.
8. Upon information and belief, Defendant Landau directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Credence Law Group, as described in this Complaint.
9. 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.
10. Defendants represented to consumers that Credence Law Group was a law firm that would provide professional services to consumers in order to help them avoid foreclosure.
11. Defendants are “suppliers” as defined in R.C. 1345.01(C) as Defendants were, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in Erie and other counties in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

12. Defendants are, and were at all times relevant hereto, engaged in “debt adjusting” as defined in R.C. 4710.01(B) in that Defendants hold themselves out as providing services to debtors in the management of debts by effecting the adjustment, compromise, or discharge of any account, note, or other indebtedness of the debtor.

STATEMENT OF FACTS

13. Defendants represented to consumers that they could help the consumers avoid foreclosure by negotiating a loan modification or other loan adjustment with the consumer’s lender or mortgage servicer.
14. Defendants accepted money from consumers for the purpose of obtaining a loan modification for consumers.
15. Individual Ohio consumers paid Defendants Nine Hundred Dollars (\$900.00) or more in order to obtain a loan modification.
16. Defendants charged Ohio consumers over Seventy-Five Dollars (\$75.00) in order to initiate their loan modification services.
17. Defendants charged Ohio consumers additional fees in excess of One Hundred Dollars (\$100.00) per calendar year for their loan modification services.
18. Defendants failed to provide the services that were promised to consumers.
19. Defendants failed to obtain loan modifications for some consumers.
20. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the monies they had paid to Defendants.
21. Defendants failed to provide refunds to consumers for whom they were unable to obtain loan modifications.

22. Defendants failed to make full refunds of monies paid for undelivered services, despite requests from consumers to either deliver the services or make full refunds.

FIRST CAUSE OF ACTION

Violations of the CSPA

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Two (1-22) of this Complaint.
24. Defendants have engaged in unfair or deceptive acts and practices in violation of R.C. 1345.02 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 a full refund.
25. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. 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

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Two (1-22) of this Complaint.
27. 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 Debt Adjuster's Act.

28. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. 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 Credence Law Group and Byron Landau, their agents, servants, 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 act or practices that violate the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C 109:4-3-01 et seq., or the Debt Adjuster's Act, R.C. 4710.01 et seq., including, but not limited to, violations of the specific statutes and rules alleged to have been violated herein.
- B. **ISSUE A DECLARATORY JUDGMENT** that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the Debt Adjuster's Act, R.C. 4710.01 et seq., in the manner set forth in the Complaint.
- C. **ORDER** Defendants Credence Law Group and Byron Landau, pursuant to R.C. 1345.07(B), to pay all 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 Credence Law Group and Byron Landau a civil penalty of Twenty Five Thousand Dollars (\$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 both Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

Tracy Morrison Dickens
TRACY MORRISON DICKENS (0082898) *in MEM*

Counsel for Plaintiff, State of Ohio
Associate Assistant 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)

I HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE OF THE CLERK OF
COURT
LUVADA S. WILSON, Clerk of Court
Eye County, Ohio
By: *[Signature]*