

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

STATE OF OHIO ex rel.)	CASE NO.
OHIO ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE
30 E. Broad Street, 14th Floor)	
Columbus, Ohio 43215)	
Plaintiff,)	COMPLAINT AND REQUEST
)	FOR DECLARATORY JUDGMENT,
v.)	INJUNCTIVE RELIEF,
)	CONSUMER DAMAGES, AND
)	AND CIVIL PENALTIES
MICHAEL A. RABEL & ASSOCIATES, LLC)	
318 Olympia Street)	
Pittsburgh, Pennsylvania 15211)	
)	
and)	
)	
MICHAEL A. RABEL, individually)	
and d/b/a)	
MICHAEL A. RABEL & ASSOCIATES, LLC)	
318 Olympia Street)	
Pittsburgh, Pennsylvania 15211)	
)	
Defendants.)	
)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel 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 the Attorney General by R.C. 1345.07.

2. The actions of Defendants Michael A. Rabel and Michael A. Rabel & Associates, LLC (“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. Defendant Michael A Rabel & Associates, LLC is a Pennsylvania limited liability corporation.
6. The principal place of business for Michael A. Rabel & Associates, LLC was originally located at 100 Ross Street, Suite 502, Pittsburgh, Pennsylvania, 15219 and then moved to 510 3rd Avenue, Pittsburgh, Pennsylvania, 15219.
7. Defendant Michael A. Rabel (“Rabel”) is a natural person who resides at 318 Olympia Street, Pittsburgh, Pennsylvania, 15211.
8. Defendant Rabel did business as Michael A. Rabel & Associates, LLC.
9. Upon information and belief, Defendant Rabel directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Michael A. Rabel & Associates, LLC, as described in this Complaint.
10. At all times relevant to this action, Defendant Michael A. Rabel & Associates, LLC was not registered with the Ohio Secretary of State as a foreign corporation.
11. 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.

12. Defendants represented to Ohio consumers that Michael A. Rable & Associates, LLC was a law firm that would provide professional legal services to consumers in order to help them avoid foreclosure.
13. Defendant Rabel was admitted to practice law in the state of a Pennsylvania in 2006. Though he was never licensed to practice law in Connecticut, on February 4, 2015, the Disciplinary Counsel of the State of Connecticut Judicial Branch issued a Notice of Disbarment against him due to unlicensed legal activity he engaged with Connecticut residents related to mortgage loan modification activities.
14. The Disciplinary Board of the Pennsylvania Supreme Court issued an Administrative Suspension against Defendant Rabel on March 3, 2015.
15. Defendant Rabel has never been licensed to practice law in Ohio.
16. 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 services to consumers in Franklin County and other counties Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
17. 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 debts by effecting the adjustment, compromise, or discharge of any account, note, or other indebtedness of the debtor.

STATEMENT OF FACTS

18. Defendants represented that they could help consumers by providing loan modification services to help consumers save their homes.
19. Defendants utilized the telephone and the internet to solicit Ohio consumers to purchase their loan modification services to help consumers save their homes.
20. Defendants' paperwork that Ohio consumers were required to sign referred to Defendants' services as "legal representation" and the fees that Ohio consumers were required to pay as "attorney fees."
21. Defendants held Michael A. Rabel & Associates, LLC out as being a law firm that would provide legal services to Ohio consumers, despite Rabel never being licensed to practice law in Ohio and despite employing no lawyers who were licensed in Ohio.
22. Defendants induced consumers to trust them by creating the impression that consumers would get professional services associated with legal counsel who were legally permitted to represent them, when such was not the case.
23. Defendants accepted money from consumers for the purpose of obtaining mortgage loan modifications for the consumers.
24. Defendants charged Ohio consumers initial set-up fees in amounts ranging from \$1,000 to \$3,000 prior to the initiation of any services.
25. Defendants charged Ohio consumers fees or contributions in excess of \$100 per calendar year for their loan modification services.
26. Defendants failed to provide services that were promised to consumers.
27. Defendants failed to obtain loan modifications for consumers.

28. Consumers who did not receive the service of having their mortgage loans modified requested refunds of the money they had paid to Defendants.
29. Defendants failed to provide full refunds to consumers for whom they did not deliver the promised beneficial loan modifications.
30. Defendants failed to fully refund the money consumers paid for undelivered services, despite requests from consumers to either deliver the services or make full refunds.
31. Consumers who did business with the Defendants and never received promised services or refunds were left in worse financial situations than the consumers were in before doing business with Defendants.

FIRST CAUSE OF ACTION

Violations of the CSPA

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-One (1-31) of this Complaint.
33. 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.
34. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by failing to register Michael A. Rabel & Associates, LLC as a foreign corporation with the Ohio Secretary of State as required by R.C. 1703.01 et seq.
58. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) and 1345.02(B)(9) of the CSPA by representing that Defendants had an affiliation that they did not have.

35. 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

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-One (1-31) of this Complaint.

37. 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.

38. 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

A. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants Michael A. Rabel and Michael A. Rabel & Associates, LLC, doing business under their own names 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. **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 DAA, R.C. 4710.01 et seq., in the manner set forth in this Complaint.
- C. **ORDER** Defendants Michael A. Rabel and Michael A. Rabel & Associates, LLC, 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 Michael A. Rabel and Michael A. Rabel & Associates, LLC civil penalties 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. **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
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