

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2011 NOV -9 AM 10:13

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

Case No: GERALD E. FURBER
CLERK OF COURT
CUYAHOGA COUNTY

PLAINTIFF,)

Judge: RONALD SUSTER

v.)

CV 11 754742

THE MODIFICATION GROUP, LLC)
c/o statutory agent)
Robert Walker)
4204 Detroit Avenue)
Cleveland, Ohio 44113)

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

and)

ROBERT WALKER)
11871 Nottingham Pkwy.,)
North Royalton, Ohio 44133)

DEFENDANTS.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through counsel, the Attorney General of Ohio, R. 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 him by R.C. 1345.07.
2. The actions of Defendants, The Modification Group, LLC and Robert Walker ("Defendants"), hereinafter described, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act, R.C.

1345.01, The Debt Adjuster's Act, R.C. 4701.01 et seq., the Telephone Solicitation Sales Act, R.C. 4719.02(A), and the Credit Services Organization Act, R.C. 4712.01 et seq.

3. Jurisdiction over the subject matter lies with this Court pursuant to the Consumer Sales Practices Act, R.C. 1345.01 et seq., the Debt Adjuster's Act, R.C. 4701.01 et seq., the Telephone Solicitation Sales Act, R.C. 4719.02(A), and the Credit Services Organization Act, R.C. 4712.01 et seq.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Cuyahoga County, Ohio.

DEFENDANTS

5. Defendant The Modification Group, LLC ("TMG") is a for-profit limited liability corporation with its principal place of business at 7976 Broadview Road, Broadview Heights, Ohio 44147. Previous principal places of business included 4204 Detroit Ave. Cleveland, Ohio 44113, 6444 Pearl Road, Parma Heights, Ohio 44130, 203 East Royalton Road, Suite 104, Broadview Heights, Ohio, 44147, and 5311 Northfield Road, Bedford, Ohio 44146.
6. Defendant TMG at times did business as, or operated under the business names, The Modification Group 4, LLC, The Modification Group 5, LLC, and The Modification Group VI, LLC.
7. Defendant Robert Walker ("Walker") is an adult Ohio resident who was and is an employee, officer, or director of Defendant TMG.

8. Upon information and belief, Defendant Walker directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
9. Defendants are “suppliers” as defined in R.C. 1345.01(C) since Defendants at all times relevant hereto were engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers 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).
10. Defendants are, and were at all times after June 19, 2009, engaged in “debt adjusting” as defined in R.C. 4710.10(B) in that Defendants held themselves out as providing services in the management of debts by effecting the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.
11. Defendants are “telephone solicitors” as defined in R.C. 4719.01(A)(8) since Defendants were at all relevant times engaged in “telephone solicitation” within the meaning specified in R.C. 4719.01(A)(7), in the State of Ohio.
12. Defendants operated, at all times after June 19, 2009, as a “credit services organization” as defined in R.C. 4712.01(C) in that Defendants hold themselves out as providing credit services defined in 4712.01(C).

STATEMENT OF FACTS

13. Defendants purport to offer help to consumers attempting to avoid foreclosure by working with the consumer's lender to modify the consumer's mortgage or adjust the consumer's debt.
14. Defendants solicit consumers through direct mailings, a website, internet advertisements, radio advertisements, and telephone calls.
15. Defendants are not registered as telephone solicitors with the Ohio Attorney General.
16. The solicitations represented that Defendant TMG would obtain a loan modification for the consumer, or otherwise enable the consumer to avoid foreclosure. For example, Defendant TMG's website stated that "Our highly dedicated employees at T.M.G. are experienced negotiators that will secure your home with the lowest fixed rate available. We will eliminate or reposition all late payments back into your loan, bringing the account current; while also lowering your interest rate or payment, making it easier for you to afford." **Attached as Exhibit A.**
17. Defendants usually required consumers to sign a contract with Defendants before Defendants would provide services. **Example attached as Exhibit B.**
18. The contract stated that the consumer retained Defendant TMG for the purpose of modifying a mortgage.
19. The contract prohibited the consumer from communicating with his or her lender.
20. Defendants charged a fee for their services. The fee was usually \$1,995 or 1% of the mortgage balance, whichever was greater. The consumer had to pay the fee before Defendants would begin their services.

21. The contract stated that 80% of the fee would be refunded if Defendants were unable to obtain a modification for the consumer.
22. Defendants often failed to obtain a mortgage modification for the consumer.
23. When Defendants were unable to obtain a mortgage modification for the consumer, Defendants often failed to provide a refund.
24. When Defendants did obtain what Defendants considered a modification, the “modification” was often of little or no value to the consumers, or was a “modification” that the Defendants knew or should have known the consumer would be unable to afford. For example, Defendants considered obtaining a reinstatement amount for the consumer obtaining a modification. A reinstatement offer requires the consumer to bring his or her loan current by immediately paying all missed payments, all late fees, and any additional attorney or foreclosure fees.
Example attached as Exhibit C.
25. Defendants would often refuse to provide services to consumers, without providing a refund, by claiming that the consumers had failed to send in necessary documents, despite the fact that the consumers had provided the documents.
26. Defendants also provided credit services for consumers and solicited consumers for these services. For example, Defendant TMG’s website stated that “[i]n our credit repair program we are going to work with you for an entire year to bring your credit to where it belongs! Not only will we clean up your credit report, we will build positive trade lines, raising your credit as much as possible.” **Attached as Exhibit A.**

27. Defendants are not, and were not, registered as a credit services organization with the Ohio Division of Financial Institutions.
28. Between May 22, 2002 and June 19, 2009 Defendant Robert Walker was licensed as a loan officer with the Ohio Division of Financial Institutions. His license was canceled on June 19, 2009, and he has not been a licensed loan officer after that date.

FIRST CAUSE OF ACTION

Violations of the Consumer Sales Practices Act

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Eight (1-28) of this Complaint.
30. Defendants have engaged in unfair, deceptive and/or unconscionable acts and practices in violation of R.C. §§ 1345.02, 1345.03 and 1345.031 and the Substantive Rules in connection with its solicitation and provision of loan modification or foreclosure avoidance services by: a) advertising services that did not contain the characteristics advertised for, b) failing to perform services, c) failing to provide promised or required refunds, d) entering into transactions or providing services that the Defendant knew did not provide a substantial benefit to the consumer, e) requiring consumers to enter into contracts that were substantially one-sided in favor of the Defendants, and f) prohibiting consumers from contacting their lenders.
31. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant 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 Adjusters Act

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 committed unfair and deceptive acts and practices by engaging in debt adjusting activities, including holding out that they can effect the adjustment, compromise, or discharge of any account, note, or other indebtedness of debtors who sign up for their services, without complying with the regulations set forth under the Debt Adjuster's Act, R.C. 4710.01 et seq., in violation of R.C. 4710.02(F) and R.C. 1345.02(A) of the Consumer Sales Practices Act.
34. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

THIRD CAUSE OF ACTION

Violation of the Telephone Solicitation Sales Act

35. Plaintiff incorporates by references, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Four (1-34) of this Complaint.

36. Defendants engaged in telephone solicitations while failing to obtain a certificate of registration as a telephone solicitor from the Ohio Attorney General or following the requirements of the Telephone Solicitation Sales Act, in violation of R.C. 4719.029A of the Telephone Solicitation Sales Act and R.C. 1345.02(A) of the Consumer Sales Practices Act.
37. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

FOURTH CAUSE OF ACTION

Violation of the Credit Services Organization Act

38. Plaintiff incorporates by references, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Seven (1-37) of this Complaint.
39. Defendants acted as a credit services organization without registering with the Ohio Division of Financial Institutions or following the requirements of R.C. 4712.01 et seq., in violation of R.C. 4722.11 and R.C. 1345.02.
40. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

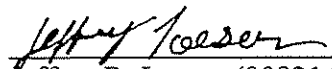
Wherefore, Plaintiff respectfully requests that this Court:

1. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants The Modification Group, LLC and Robert Walker, 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 further violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq., Debt Adjusters Act, R.C. 4710.01 et seq., Telephone Solicitation Sales Act, R.C. 4719.01 et seq., or the Credit Services Organization Act, R.C. 4712.01 et seq.
2. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Causes of Action One through Four of which Plaintiff complains violate the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq., the Debt Adjuster's Act, R.C. 4701.01 et seq., the Telephone Solicitation Sales Act, R.C. 4719.02(A), and the Credit Services Organization Act, R.C. 4712.01 et seq., in the manner set forth in the complaint.
3. **ORDER** Defendants The Modification Group, LLC and Robert Walker, pursuant to R.C. 1345.07(B), to reimburse all consumers damaged by its unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.
4. **ASSESS, FINE, AND IMPOSE** upon Defendants The Modification Group, LLC and Robert Walker a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
5. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendants The Modification Group, LLC and Robert Walker maintain in their possession and control for a period of five (5)

- years all business records relating to The Modification Group, LLC, and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) notice to inspect and/or copy any and all such records.
6. **GRANT** the Ohio Attorney General its costs in bringing this action.
 7. **GRANT** the Ohio Attorney General attorneys fees pursuant to R.C. 4719.12.
 8. **ORDER** Defendants The Modification Group, LLC and Robert Walker to pay all court costs.
 9. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

R. MICHAEL DEWINE
Ohio Attorney General


Jeffrey R. Loeser (0082144)
Thomas D. McGuire (0007121)
Assistant Attorneys General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614-466-1305 (telephone)
877-650-4712 (fax)
jeff.loeser@ohioattorneygeneral.gov

Counsel for Plaintiff,
Ohio Attorney General

www.TMGteam.net

Call Us Toll Free: 1-888-280-0248

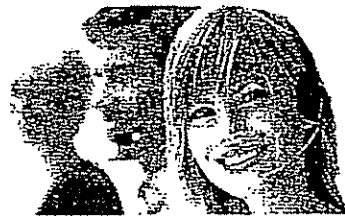
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Our comprehensive programs are designed to help you achieve your financial goals! Our experts are standing by, ready to assist in every situation!

→ To have one of our personal finance experts contact you within 24 hours, please fill out the following form.



About The Modification Group

It's not news that a substantial amount of hard working Americans are struggling to keep a roof over their heads, pay their monthly debt or move forward financially in this distressed market. This leaves little or no funds for contributions to their religious institution or other charitable organizations. The current economic state has put all businesses, charities and, of course, our churches into a position of uncertainty.

Our consultations are at no cost or obligation, but the knowledge and tools available to you are priceless. At worst, you walk away with education and understanding. However, if you take advantage of new programs available to reduce your monthly mortgage payments, to reduce additional monthly expenses, or to rebuild credit, portions of fees for services rendered will be donated to the religious institution on the client's behalf.

Negotiation Experts

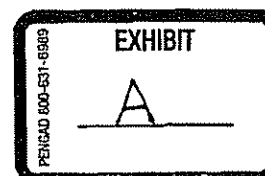
Our highly dedicated employees at T.M.G. are experienced negotiators that will secure your home with the lowest fixed rate available. We will eliminate or reposition all late payments back into your loan, bringing the account current; while also lowering your interest rate and payment, making it easier for you to afford.

Our Commitment

T.M.G. is proud to have developed strong relationships with lenders, inspectors, contractors, and a wide range of housing professionals. These relationships give us the leverage you need to provide a solid foundation for your home to rest upon. Whether you are trying to save, sell, or purchase your home, you deserve the knowledge and availability of the options accessible to you.

Excellent Customer Service

With industry knowledge and a staff dedicated to assisting you, our customer service team prides itself on being able to always provide you with the most accurate, honest information. We are always available to answer any questions you may have, and be a beacon throughout our programs processes.



Name

Phone Number

Email Address

Services Needed Other Loan Modification Credit Restoration

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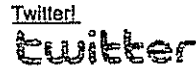
Please Describe Your Situation or Provide Other Details

Submit

We look forward to serving you! You may contact us by phone or by submitting a quick request to the left.

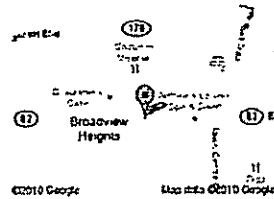
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Broadview Heights
203 East Royalton Road, Suite 104
Broadview Heights, Ohio 44147
(216)-920-4572 (888)-280-0248

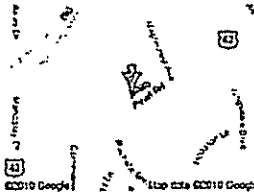


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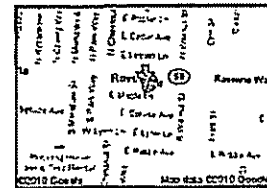
Ohio Offices:

Parma:
6444 Pearl Road
Parma Heights, Ohio 44130
(877)-617-4383

Ravenna:
221 South Prospect Street
Ravenna, Ohio 44266



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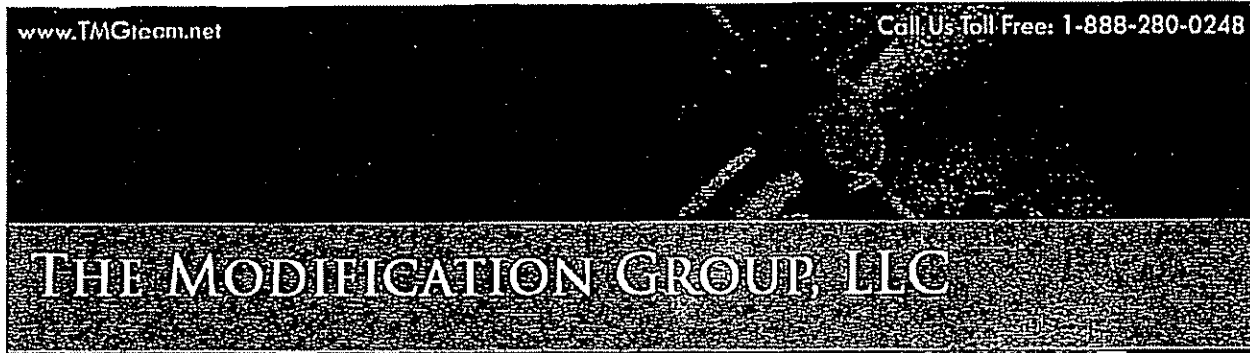
Do You Know Someone Who We Can Help?

SSS

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Our comprehensive programs are designed to help you achieve your financial goals! Our experts are standing by, ready to assist in every situation!

→ To have one of our personal finance experts contact you within 24 hours, please fill out the following form.

Loan Modifications

Qualifying hardships may include one or more of the following:

- ☺ Loss of income-Job loss/cut wages, business lost due to economy, death in family, divorce, etc...
- ☺ Loss of home value / Property depreciation, Loss of investments/securities
- ☺ Trouble paying upcoming mortgage, Behind on mortgage payments
- ☺ Put in a bad loan/high ARM, Predatory lending

What We Can Do to Help:

- ☺ Lower interest rates (2-5.5% fixed) giving you a reduction in monthly payments
- ☺ Eliminate or shorten 2nd Lien, and/or lowering overall principle balance
- ☺ Positioning yourself out of an interest only or adjustable rate mortgage and into a fixed 30 or 40 year payment
- ☺ Eliminate missed payments or push them to the end of the loan

We look forward to serving you! You may contact us by phone or by submitting a quick request to the left.

Residential loan modifications have existed, in theory, since the stock market began to deteriorate in 2008. Unfortunately, the over-inflated housing market was very tied to the crash of the stock market. Financial professionals and lenders alike, who foreshadowed this disastrous turn of events, began to realize there would be a drastic decrease in housing values over the next 12-60 months and began hypothesizing ways to restructure mortgages when re-financing opportunities became extinct for millions of Americans.

Thus, the concept of loan modification, or a legal binding change/modification to an already existing agreement between a borrower and lender, became a theory of financial practice. We are your modification experts. Real results, guaranteed.

Proven Results
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 Follow Our Modification Results On

Name

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Services Needed
 Other
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Attorney Profile

At The Modification Group, you are in good hands. Our team of attorney's have over 35 years of real estate experience. We have the experience, and the relationships needed to obtain the most successful loan modification possible.

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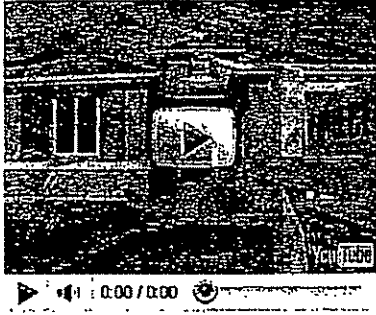
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Credit Restoration

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Are you one of the millions of Americans who need to repair their credit? We can help! Qualifying hardships may include one or more of the following:

- 🕒 Foreclosure, repossession, bankruptcy, debt settlement and charge-offs. Mortgage rates, slow payments and collections. Identity theft, disputes, and inaccuracies.
- 🕒 Experienced and first time home buyers in need of credit qualification.

What We Can Do to Help:

- 🕒 Validate and verify all debts
- 🕒 File formal disputes on adverse credit report comments
- 🕒 Consult and manage credit to maximize possible score

Do you want a free credit consultation? In our comprehensive credit repair program, we are going to work with you for an entire year to bring your credit to where it belongs! Not only will we clean up your credit report, we will build positive trade lines, raising your credit as much as possible. We look forward to serving you! You may contact us by phone or by submitting a quick request to the left.

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Bad Credit?



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Our comprehensive programs are designed to help you achieve your financial goals! Our experts are standing by, ready to assist in every situation!

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Customer Testimonials

See Our Completed Modifications On Twitter. Click Below.
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Our organization is based on customer service. We are always available to all of our customers and strive to serve them any way possible. Read below to see just a fraction of the success we've achieved for our clients:

"We would like to thank The Modification Group for all of the help they provided for me and my husband. I was diagnosed with MS and Foster had a severe heart attack in 2007. My mother also passed away in 2007 and my sisters and I had to take on all of her debts because my mother did not have life insurance all of the court fees and medical bills by the end of 2007 made it difficult to pay our bills including our mortgage. We were struggling and eventually could not pay our mortgage anymore. After hearing TMG on the radio, we went to visit them in their office. They were able to save our home from foreclosure even though we were 12 months behind and the court wanted to foreclose. TMG lowered our mortgage payment and made it affordable to pay our mortgage in addition to all of our bills again. We can not be grateful enough for all of the support and care that the staff of The Modification Group gave to us. We are so happy that we will be able to live in our home of over 12 years for the rest of our lives. Thank you TMG for everything! God bless."
- Stevie White and Foster Brown

"When we found The Modification Group, our home was in foreclosure for 6 months with a payment that nearly increased 30% when adjusted. After working with TMG, our payment has decreased by \$890.00 a month. Our rate decreased 3.5% from 7.75% to 4.25% in a matter of 60 days. We can't express our thanks enough. We are grateful for The Modification Group's terrific service."
- Tim and Melinda J.

"I Nicholas Giancola have worked with Debi Tameriano, and The Modification Group in lowering my mortgage payments. I am very pleased with the service with both Debi and The Modification Group. They took extra care of me and walked me through the whole procedure with weekly calls from their customer service department, and any time I had questions or concerns I directly called Debi. She always took my calls in a timely matter and I was very satisfied with her service. Debi took the time and went above and beyond on the service that I got as a customer. Their attorney took my interest rate from 7.9% to 2% for 5 years with a cap of 5% for the rest of the loan. I am a very satisfied customer of T.M.G."
- Nicholas Giancola

Name _____

Phone Number _____

Email Address _____

Services Needed
 Other
 Loan Modification
 Credit Restoration

Best Time to Call? _____

Please Describe Your Situation or Provide Other Details _____

Still Not Convinced??

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[!\[\]\(23d9fc146e83b5c3013cfa32c784f8d5_img.jpg\) Home Saved From Foreclosure \(Listen To This Testimonial\)](#)

[!\[\]\(c694a3ff3b077d76910920a6a1593ab4_img.jpg\) Young Business Owner \(Watch This Testimonial\)](#)

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[!\[\]\(05be7c7a8995decd503647c99211f7c2_img.jpg\) Click Here To Return To Our Homepage](#)

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TMG

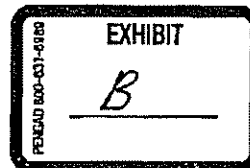
SERVICE AGREEMENT

[REDACTED] Hereinafter (Client) agrees to retain The Modification Group, LLC (TMG) for the purpose of modifying my current mortgage on my property located at [REDACTED]

We do appreciate your confidence in us, while we can make no guarantees as to the outcome of your matter we will devote our efforts, professional knowledge and experience to your matter. We will keep you apprised as to the status of your modification. In turn, we will need you to cooperate with us fully so that we can properly handle your mortgage modification to your satisfaction.

TMG's fee for our service to you is ONE (1%) percent of the current balance of each mortgage being modified and/or \$1,995.00 which ever is greater, including any monies in arrears. In the event we are not able to successfully modify your mortgage we will return 80% of your fee. Mortgage modification may consist of but is not limited to a change in interest rate, change of length (term) of the loan, a forbearance agreement, waiver of late charges, and change from an adjustable rate to a fixed rate.

Payment may only be made by credit card, debit card, personal check, money order or bank/ official check. No other forms of payment will be accepted. In the event you fail to cooperate or



provide us with inaccurate or false information, TMG may decline to proceed with your modification and may obtain the amount already retained. Additionally, the client understands that upon acceptance of funds the client will terminate all communication with there lending institution(s) unless otherwise authorized by TMG and any breach of this condition may jeopardize TMG negotiating proceeding's and voids the aforementioned return policy.

 Initial

This agreement states the total understanding that exists between TMG and you as to the *scope of service* that we will be providing to you on your behalf. It authorizes us to act on your behalf and an execution of this agreement indicates a commitment by both parties to be bound by its terms. Thank you for your confidence you have placed in us and we look forward to working with you and successfully serving your interests.

Accepted and Agreed:

Date

Date

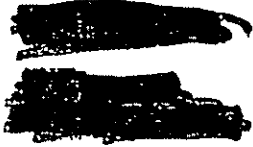
Very truly yours,

The Modification Group, LLC

BY: _____

THE MODIFICATION GROUP, LLC
203 E. Royalton Road, Suite 104, Broadview Heights, OH 44147
888.280.0248 Main 440.627.6295 Fax

12/13/10



Greetings clients:

We were able to resolve your mortgage situation with a full reinstatement plan. The salient terms of the plan are full payment of \$15,563.84. I have sent a copy of the terms, as stated by Lerner Sampson and Rothfuss.

Please make sure you read and understand all conditions and duties contained within the plan. You must make timely payments as set forth in the plan. Your lender may also require you to make the plan payments for longer than the stated timeframe while the lender continues to review the matter for a permanent resolution, such as a loan modification. Please forward a copy of the signed agreement and the first payment sent to the bank to our office.

Any permanent resolution will be based on your most current financial situation and, as a result, may be different than the terms offered in the current plan. Prior to the due date for the last payment, you must consult with your lender. The lender may require updated documentation, including, but not limited to, pay stubs and bank statements. The updated documentation will be utilized by the lender to determine your qualification for a permanent resolution. The contact number we have been using is 800 365 7900. The documentation should be forwarded directly to the lender.

The offering of this plan whether it be permanent or temporary in terms concludes negotiations on your behalf. Compliance and execution of the plan is now your full responsibility. If you fail to complete the terms on the plan, the lender may not be willing to negotiate with you another workout option. Thank you for putting your trust in us. If you have any questions or concerns, please do not hesitate to contact us. We wish you the very best.

Respectfully,

The Modification Group, LLC

