STATE OF NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY DIVISION OF CONSUMER AFFAIRS

NOTICE OF VIOLATION AND OFFER OF SETTLEMENT DEBT ADJUSTERS

November 24, 2009

VIA REGULAR AND CERTIFIED MAIL

In the Matter of:

LEGAL LOAN MODIFICATIONS, INC. c/o MARK BERNSTEIN, Esq., Registered Agent

The Office of Consumer Protection of the New Jersey Division of Consumer Affairs (the "Division") is charged with enforcement of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (the "CFA"). The Division has reviewed information concerning commercial practices conducted by Legal Loan Modification, Inc. ("Respondent" or "You") which maintains an office located 1930 Route 70, Suite H-44/K-56, Cherry Hill, NJ 08003. Specifically, the information reviewed included a contract ("Contract") and a solicitation ("Solicitation"), concerning a service in which you act as an intermediary between a debtor and creditors to renegotiate or modify loan terms. The information reviewed also included proof of payment ("Proof of Payment") for your services in the amount of \$2,995.00. An Investigator's Certification establishing these facts is attached hereto. See Certification of Jared O'Cone ("O'Cone Cert.").

N.J.S.A. 56:8-2 prohibits the act, use or employment by any person of any unconscionable commercial practice in connection with the sale or advertisement of merchandise, which includes the advertisement, offering and sale of debt adjustment services. The advertisement and sale of services by a person without being licensed to conduct such services constitutes an unconscionable commercial practice in violation of the CFA.

Pursuant to N.J.S.A. 17:16G-2a, no person other than a nonprofit social service agency or nonprofit consumer credit counseling agency shall act as a debt adjuster. Moreover, pursuant to N.J.S.A. 17:16G-2b, it is unlawful for any nonprofit social service agency or non profit consumer credit counseling agency to act as a debt adjuster without first obtaining a license from the Commissioner of the New Jersey Department of Banking and Insurance ("DOBI"). This statute defines debt adjuster to be a person who either (a) acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor. See N.J.S.A. 17:16G-1.c. A diligent search has revealed that Respondent is not licensed as a debt adjuster.

A review of the Contract, Solicitation and Proof of Payment demonstrates that Respondent had engaged in an unconscionable commercial practice and violated the CFA by selling debt adjustment services without being licensed as a debt adjuster. These CFA violations provide the basis for the Director of the Division to assess penalties, pursuant to N.J.S.A. 56:8-13, order payment of investigative costs and attorneys fees and costs of suit, pursuant to N.J.S.A. 56:8-11 & 19, order restoration of fees unlawfully acquired, N.J.S.A. 56:8-15, and order you to cease and desist from engaging in this unlawful activity, N.J.S.A. 56:8-18.

While the Division has preliminarily concluded that there is sufficient basis to initiate an enforcement action against you, it has determined that it will first offer you an opportunity to settle this matter and thereby avoid the initiation of disciplinary proceedings.

IF YOU DO NOT CONTEST THE CHARGES and wish to avail yourself of this settlement opportunity, within fifteen (15) days from the date of this Notice you should sign and return the enclosed Certification and agree to the following:

- 1. Cease and desist from advertising, offering and selling debt adjustment services;
- 2. Pay a penalty in the amount of \$5,000.00, pursuant to **N.J.S.A.** 56:8-13; and
- 3. Pay restitution in the amount of \$2,995.00, pursuant to N.J.S.A. 56:8-15.

If these sums totaling \$7,995.00 are remitted along with your signed Certification, you need not do anything further.

IF YOU DO NOT CONTEST THE CHARGES but want to present information to Division representatives about the mitigating circumstances in your case that you believe may persuade the Division to reduce the civil penalty in this matter, you may request an informal Mitigation Conference. If you request a mitigation conference, the conference date is January 6, 2010 at 2:00 p.m. Alternatively, you may send written documentation to the Division concerning any mitigating circumstances which may persuade the Division to reduce the penalty. In order to elect either of these options, you must return the enclosed Certification within fifteen (15) days from the date of this Notice. The Division will then review this material and respond to you.

IF YOU CONTEST THE CHARGES, and do not wish to settle the matter consistent with the terms set forth above, you may request a formal Administrative Hearing by returning the enclosed Certification within fifteen (15) days from the date of this Notice. In that event, this Notice will serve as notice of the charges against you. You should be aware that in making its final decision, the Division may, if unlawful activity has been proven, order penalties and remedies other than those offered in this letter. Specifically, you may be ordered to: pay civil penalties in an amount not more than \$10,000.00 for the first violation and not more than \$20,000.00 for a second or subsequent violation, pursuant to N.J.S.A. 56:8-13; pay costs to the State, restore to any person aggrieved by the unlawful act or practice any money or property, real or personal, acquired by means of the

unlawful act or practice, and/or cease and desist from violating the CFA pursuant to N.J.S.A. 56:8-11, 15, 18 & 19.

Before a determination is made with regard to whether a hearing will be conducted and whether the matter will be heard before the Director of the Division of Consumer Affairs or referred to the Office of Administrative Law, a **pre-hearing conference** will be held. If you request a hearing, your pre-hearing conference has been scheduled on <u>January 6, 2010 at 2:00 p.m.</u> You may be accompanied by an attorney. Should you have any questions regarding this procedure, or to seek an adjournment of this date, please contact Investigator Louise Garrity who may be reached at (973) 273-8049.

Your attendance at this pre-hearing conference is **mandatory** and you must show evidence of the legal and factual basis on which you contest the charges. Any failure to appear, without a satisfactory explanation, may result in an order barring you from raising certain defenses at the hearing (N.J.A.C. 1:1-14). The purpose of this pre-hearing conference is to discuss the issues in the matter and the defenses which you may wish to raise. You should be prepared to discuss the evidence you would propose to offer at a hearing. It may be helpful if you bring with you to the pre-hearing conference a copy of any documentation that supports your position. If the Division determines that there are no material facts in dispute, you will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of the case, if the charges are sustained. If there are material facts in dispute, an evidentiary hearing will be scheduled. In these proceedings, you, either personally or with the assistance of an attorney, will have an opportunity to respond to the charges and submit evidence and present testimony as may be necessary in order for the Division to make a final determination concerning the charges of unlawful activity.

IF YOU FAIL TO RESPOND to this Notice within fifteen (15) from the date of its issuance, the settlement offer will be withdrawn, and you will be deemed in default. The allegations against you will be deemed uncontested. Thereafter this Notice and the underlying proofs may be reviewed by the Director of the Division and a Final Order on Default ("Order") may be issued. Once the Order has been entered, your failure to pay any penalties within the time allowed will result in the filing of a Certificate of Debt. Any subsequent violation of the Order with a cease and desist provision is punishable by a \$25,000.00 penalty, pursuant to N.J.S.A. 56:8-18. Service of the Order will be deemed effective if sent by certified mail to your last known mailing address.

Office of Consumer Protection

Laurie Soodman

By:

Laurie Goodman

Acting Executive Director

Office of Consumer Protection

ANSWERING CERTIFICATION

	ANSWERING CERTIFICATION
Division's N	, hereby acknowledge that I have read and reviewed the otice dated November 24, 2009 regarding allegations of violations of the Consumer CFA"), N.J.S.A. 56:8-1 et seq.
PLEASE (CHECK ONE:
IDc	O NOT CONTEST THE CHARGES and acknowledge the conduct which has been agree to:
1.	Cease and desist from advertising, offering and selling debt adjustment services;
2.	Pay a penalty in the amount of \$5,000.00, pursuant to N.J.S.A. 56:8-13; and
3.	Pay restitution in the amount of \$2,995.00, pursuant to N.J.S.A. 56:8-15.
If the do anything f	payment of \$7,995.00 is remitted along with your signed Certification, you need not urther.
Adjuster unle me by the Div are public doo	erstand and acknowledge that I am ordered to cease and desist from acting as a Debt ss and until I am licensed with the DOBI. I am also aware that the action taken against vision is a matter of public record, and that the Division's Notice and this Certification cuments. I am enclosing a bank check or money order in the sum of \$7,995.00 made? "New Jersey Division of Consumer Affairs" and mailing or delivering it to:
	New Jersey Department of Law and Public Safety
	Division of Consumer Affairs
	Case Management Tracking Unit
	124 Halsey Street
	P.O. Box 45025
	Newark, New Jersey 07101 ATTN: Van Mallet
	ATTIN. Vali ividinci
Dated:	By:
•	Signature

OR

	I DO NOT CONTEST THE CHAR	GES and hereby waive any rights I may have to
a hearing in		gainst any charges, BUT I ask the Division to
T und	I request a mitigation conference to perstand that the conference is schedule	present information to Division representatives. d for January 6, 2010 at 2:00 p.m.
		ion concerning mitigation circumstances; lais material before rendering a final decision.
persuaded tha	at any reduction in the amounts set forth erms or conditions should be modified,	tigation evidence presented, the Division is not above and in the notice is warranted or that any the following terms may be ordered and I will
1.	Cease and desist from advertising, or	ffering and selling debt adjustment services;
2.	Pay a penalty in the amount of \$5,00	0.00, pursuant to N.J.S.A. 56:8-13 ; and
3.	Pay restitution in the amount of \$2,9	95.00, pursuant to N.J.S.A. 56:8-15 .
that I must pay record, and the may subject n	y. I am also aware that the action taken at the Division's Notice and this Certific	y the Division, I will be notified of the amounts against me by the Division is a matter of public cation are public documents. Failure to comply and any failure to make a required payment will
Dated:	Ву:	
		Signature
	OR	

submitting documents and additional evider that I am required to attend a pre-hearing discussed. I will, thereafter, be advised of determination has been made that there ar represented by an attorney and that at the tirt and legal argument relevant to the charge. Director may, if unlawful activity has been atthat herein offered in the Division's Notice	ES and request a formal Administrative Hearing. I am nee supporting my request for this hearing. I understand conference at which the issues in this matter will be find that it may be material facts in dispute. I am aware that I may be me of the hearing I may offer testimony, documentation as. I understand that in making the final decision, the proven, assess civil penalties in an amount greater than and may order such other remedies as may be deemed ding is a matter of public record and that the Division's suments.
Dated:	By: Signature

CERTIFICATION

Legal Loan Modifications, Inc. 1930 Route 70, East Suite H-44/K-56 Cherry Hill, NJ 08003

I, <u>Jared O'Cone</u>, being of full age, do hereby certify as follows:

- 1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, Newark, NJ 07101;
- 2. I have made a diligent inquiry with the New Jersey Department of Banking and Insurance. This review has indicated that Legal Loan Modifications, Inc. is not registered with the Department as a Debt Adjuster;
- 3. Attached as "Exhibit A" is a true copy of a contract provided to the Division of Consumer Affairs concerning Respondent's debt adjustment services;
- 4. Attached as "Exhibit B" is a true copy of Respondent's solicitation to act as a debt adjuster;
- 5. Attached as "Exhibit C" is a true copy of Proof of Payment for Respondent's services.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Investigator)

Dated: November 24, 2009

EXHIBIT A

(Contract)

10/30/2009 12:20

LEGAL LOAN MODIFICATIONS, INC.

Oct 30 2009 12:13pm

1930 Route 70 East, Sulte H-44 Cherry Hill, NJ 08003 Phone: 888-600-5505 Fax: 215-563-9900 <u>WWW.THELOANMODFIRM,COM</u>

Mitigation Services Agreement

LLM may be able to assist you in saving your home or eliminating debt through a variety of possible loan mitigation options. To determine if you are eligible for options A through E listed below, please provide the Loan Mitigation Specialist handling your case accurate and complete information. Please carefully review the following options that may be available to you depending on your loan type and investor approval.

A. LOAN MODIFICATIONS If you have incurred a long-term financial hardship, our office can assist in supplying the appropriate information to your lender/investor to take appropriate measures to modify the term(s) of your mortgage. The goal in this process is to get a lower interest rate and lower payments - there are costs and fees associated with modifications for which you will be responsible. All property taxes must be current or you must be participating in an approved payment plan with your taxing authority to be eligible for a loan modification. Any additional liens or mortgages must agree to be subordinate to the first mortgage. All requests are subject to your investor's approval.

B. SHORT PAYOFF (SHORT SALE) (Pre-foreclosure Sale) (Compromise of Sale)

If you have suffered a long-term financial hardship and are unable to maintain your loan or if you need to sell the property to avoid a default loss on the property, it is possible that the investor may be able to accommodate you with a short payoff. A qualified buyer is required. If this is an option you wish to pursue, you must inform the loan mitigation specialist assisting you immediately. There may be tax ramifications associated with any short payoff or foreclosure; therefore, your agent recommends that you contact your tax advisor for details.

C. DEED-IN-LIEU OF FORECLOSURE

If you have incurred a long term financial hardship and your house has been on the market (at fair market value) for at least 90 days, you may be eligible for a deed-in lieu of foreclosure. To be considered for this option, you must complete a financial package and provide a copy of your recent active listing agreement. There cannot be any additional claims or liens (other than the mortgage) against the property. If you are approved for a deed-in-lieu, the title will be conveyed to your investor and you will be giving up all rights to the property. In exchange for the deed-in-lieu, the loan servicer, investor, insurer and/or guarantor will waiver all deficiency judgment rights. You may be asked to participate in our Short Payoff program before a deed-in-lieu of foreclosure is accepted.

Please Initial (Jr) (Arm)

1930 Route 70 East, Sulte H-44

Cherry Hill, NJ 08003

Phone: 888-600-5505 Fax: 215-563-9900

WWW.THELOANMODFIRM.COM

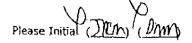
D. REPAYMENT PLAN

10/30/2009 12:20

If you have incurred a short-term financial hardship and your loan is two or more month's past-due, your agent will also consider the possibility of submitting a request for a payment plan to the guarantor, insurer loan servicer and/or investor for approval. Only after reviewing your financial situation will this option be considered. All clients must be able to show that they can afford this plan in order to be submitted to your loan servicer, investor, insurer and/or guarantor.

E. SPECIAL FORBEARANCE (FHA loans only) (Type I & II)

If you have incurred a short term financial hardship and your loan is 90 days to 365 days past due, the Agent will also consider the possibility of submitting a request for a special forbearance to the guarantor, issuer, loan servicer and/or investor for approval. A special forbearance is designed to provide you with more relief than is possible with a regular repayment plan. Typical approval can result in allowing for a 12 to 18 month repayment of past-due payments. A "Type II" forbearance can be utilized in an unemployment situation whereby the promise of future employment is present. We have cases that are VA loans with 27-m



1930 Route 70 East, Suite H-44 Cherry Hill, NJ 08003 Phone: 888-660-5505 Fax: 215-563-9900 WWW.THELOANMODFIRM.COM

PAYMENT AND CONTRACT COMPLETION FORM

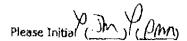
For and in consideration of the	services performe	d by Legal Loan Modifications, client agrees to pay Legal Loan
Modifications the sum of	\$2995.00	. If client's Lender does not agree to a loan modification rengyment
plan or any other workout or lo	ss mitigation optic	on, Legal Loan Modifications will, after requested to do so by Client
refund Client the entire fee coll-	ected from Client	as long as client has not violated any of Client's responsibilities as set
forth within this entire Client pe	ackage.	and the second s

Client's Responsibilities

10/30/2009 12:20

Client agrees to the following and understands that failure to perform the Client Responsibilities listed below will seriously undermine and interfere with Legal Loan Modifications' efforts to assist Client in the modification of Client's loan.

- A. Client will not enter into any agreement with Client's Lender and not negotiate with Client's Lender regarding any terms of Client's mortgage without first notifying Legal Loan Modifications in writing. In the event Client is contacted by their Lender/bank/Lien-holder during the loan modification process, Client agrees to instruct Lender/bank/Lien-holder to contact Legal Loan Modifications directly with regard to their modification. In the event Client chooses to negotiate the terms of their mortgage modification directly with their Lender/bank/Lien-holder, no refunds will be made to the Client.
- B. Client understands that Client should be saving as much money as possible during this time, as Lender may require Client to make an initial contribution as part of terms of any loan modification. Client understands that Client's inability to tender an initial contribution to lender may interfere and impede Legal Loan Modifications ability to assist Client with a favorable resolution of this matter.
- C. Client understands that any correspondence, court papers, etc. received from lender or any other entity in connection with Client's mortgage must be forwarded to Legal Loan Modifications via certified mail, UPS, FEDEX, or by some other means that can be tracked. Such documentation should be sent to Legal Loan Modifications, 1930 Route 70 East, H-54, Cherry Hill, NJ 08003.
- D. Client understands that any certified mail received during Legal Loan Modifications involvement with Client's case must be claimed by Client and forwarded to Legal Loan Modifications immediately.
- E. Client understands that Client must provide to Legal Loan Modifications all necessary information, outlined on Client Responsibility form, the Required Documentation Checklist, and/or directed by Legal Loan Modifications, in a timely manner. Client understands that Legal Loan Modifications efforts to assist Client will be adversely affected and undermined without all required complete information and documentation.



1930 Route 70 East, Suite H-44 Cherry Hill, NJ 08003 Phone: 888-600-5505 Fax: 215-563-9900 WWW.THELOANMOOFIRM COM

PAYMENT INSTRUCTIONS

Payment Instructions:

The undersigned hereby authorizes Legal Loan Modifications to initiate debit/credit entries to the undersigned's checking account referenced below for payment of monies due for sums due in connection with services for the undersigned (or its agents) from Legal Loan Modifications. The undersigned further authorizes the depository seen below to charge the indicated account.

Steps to begin your Loan Mitigation Process:

1. Initial and sign all pages of agreement, attach documents, and submit to your Agent

2. Send Payment (Credit Cord/Certified Check, ACH, or Money Order) to Legal Loan Modifications.

Payment Terms

10/30/2009 12:20

I understand the payment above will be run on the date located on the payment form. A fee of fifty dollars (\$50) will be assessed on all checks paid to Legal Loan Modifications that are returned for insufficient funds or any other reason. I am fully aware of the fee being charged for this.

Name JAMES

P MALCANI

Please Print

By: I Jam M. Massaw

Signature

Name: Police M. Massare

Please Print

Please Initial () () () () () () () ()

: 1

1930 Route 70 East, Suite H-44

Cherry Hill, NJ 08003

Phone: 888-600-5505 Fox: 215-563-9900

WWW.THELOANMODFIRM.COM

I authorize Legal Loan Modifications, Inc. to initiate debits for fees due against the above referenced account. This authorization is for payments I am obligated to make under Agreement with Legal Loan Modifications, Inc. The withdrawal or credit charge will be made on the payment due date or the following business day. I may withdraw this authorization by giving my written notice to Legal Loan Modifications, Inc. or my financial institution in such time and manner as to afford a reasonable time to act up on the request. Similarly, Legal Loan Modifications, Inc. may terminate this agreement with me by written notice.

Signature

Print Name

Date

53

Please Toltial (Mr.) (Dam)

EXHIBIT B

(Solicitation)

1930 Route 70 East, Suite H-44 Cherry Hill, NJ 08003 Phone; 888-600-5505 Fax: 215-563-9900 WWW.THELOANMODFIRM.COM

Dear Client.

Are you bekind on your mortgage payment?

Do you owe more on your home than its current value?

Do you have an Adjustable Rate Mortgage (ARM) about to adjust to a higher payment you can't afford?

Is refinancing just not a viable alternative?

Is foreclosure looming?

In this troubled economy, many homeowners are in your exact situation and share your very real concerns. Millions are getting lost in the system and suffering an unnecessary foreclosure when they could have worked it out with their lender. At Legal Loan Modifications, we can help. You can be assured that our team will do everything in our power to help you avoid foreclosure. We understand that this is a stressful time, and want you to know that we are here to answer your questions purtinent to your transaction.

With partners sharing more than 30 years of collective experience, Legal Loan Modifications can successfully renegotiate the terms of your loan so you can prevent the unthinkable and stay in your home. How it works: our agents work with your current lender to restructure your home loan so it is more affordable and fits more comfortably into your budget rather than being an overwhelming monthly drain on already tight finances.

Why have Legal Loan Modifications do the negotiating? Because when we are involved, acting as a mediator between you and your lien-holder, calls are answered and letters get responses. Our agents speak the language of your lender, which often means the difference between saving your home and losing it.

Enclosed you'll find a qualification application and other important documents to complete. As soon as we receive the completed packet, one of our agents will contact you to begin the process. Your lender may require additional information, which we will collect from you and review before submitting to your lender. Should your lien-holder attempt to contact you during this process, please advise them that Legal Loan Modifications is handling your matter, and that you prefer that they contact Legal Loan Modifications directly. Additionally, should you receive any documents from the lien-holder, we ask that you forward them immediately to Legal Loan Modifications for review.

Our lead contact, Michele Finizio, is available to answer any questions you may have. She can be reached by calling 888.HELP.578 (888-435-7578) or via email at mfinizio@theloanmodfirm.com. For more information on Legal Loan Modifications, visit www.theloanmodfirm.com.

EXHIBIT C

(Proof of Payment)

1930 Route 70 East, Sulte H-44

Cherry Hill, NJ 08003

July 1888-600-5505 East, 215-563, 000

Phone: 888-600-5505 Fax: 215-563-9900 <u>WWW.THELOANMODERM.COM</u>

Payment Authorization Form

CUSTOMER INFORMATIC	ĪN	na kaj kaj kaj kaj kaj kaj kaj kaj kaj ka			
Customer Name	James & Dawn	Massaro			
Billing Address	2 Kendall	dr.			
City Egg Harbor Twshp	State NJ		Zip 08234		
Home Phone (609) 992 - 6882	Work Phone		Email massatto2@cornoast.nat		
PAYMENT INFORMATION					
Description Payment Due 02/22/2		Payment \$ 1495.00			
ACH DEBIT AUTHORIZAT	ION (Check by	Phone)			
Bank Name	Account Number Appears between these				
ABA Transit Number (9 Digit)	symbols Check		**************************************		
Bank Account Number	ABA Transit No. Appears between these Symbols	4			
Driver License/State ID Number			6724301068" Z400"		
Check Number	BE SURE TO VOID T	HTS CHECKIIIII			
CREDIT CARD / CHECK C.	ARD AUTHROI	NOTION			
Name as it appears on card James R	. Massaro				
Card Type ✓ VISA MASTERCARD	Mex	DISCOVER	Expiration Date (MM/YYYY) 02/2011		
Card Number			CVV@ (last 3 digits on back of card)		

856-414-3738

Please Initial (MM)



10/30/2009 12:20

LEGAL LOAN MODIFICATIONS, INC.

1930 Route 70 East, Suite H-44 Cherry Hill, NJ 08003 Phone: 888-600-5505 Fox; 215-563-9900

WWW.THELOANMODFIRM.COM

Payment Authorization Form

CUSTOMER INFORMATIO	N.				
Customer Name	James & Dawn	Massaro			
Billing Address	2 Kendall	dr,			
City Egg Harbor Twshp	State		Zip	08234	
Home Phone (609) 992 - 6882	Work Phone		Email masser02@como	metnet	
PAYMENT INFORMATION					
Description Payment Due 02/15/2	009		Payment \$	1500.00	
ACH DEBIT AUTHORIZAT	ION (Check by	Phone)	e de la companya de		
Bank Name	Account Number Appears between these			2,00	
ABA Transit Number (9 Digit)	symbols Check			W. 34.5401221	
Bank Account Number	ABA Transit No. Appears between these Symbols				
Driver License/State ID Number	DE CHEST TO MOUNT OF	2:8525D12513	714301068+ 1	24000	
Check Number BE SURE TO VOID THIS CHECK!!!!!					
CREDIT CARD / CHECK C	ARD AUTHRO	IZATION			
<u></u>	R. Massaro				
Card Type VISA MASTERCARD	AMEX	DISCOVER	Expiration De	ite (MM/YYYY)	
Card Number			CVV@ (last 3	digits on back of card)	

