

**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:

**PREMIER SERVICES & CONSULTANTS, L. L. C.**  
c/o JAMES CAGE, 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 Premier Services & Consultants, L. L. C. ("Respondent" or "You") which maintains offices located at 7 Snowberry Court, Suite 1 in Sicklerville, NJ and 20000 Horizon Way, Suite 950 in Mt. Laurel, NJ. 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 \$1,706.91. An Investigator's Certification establishing these facts is attached hereto. See Certification of Jared O'Conc ("O'Conc 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. See O'Conc Cert.

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 \$1,706.91, pursuant to N.J.S.A. 56:8-15.

If these sums totaling \$6,706.91 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 11:30 a.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 January 6, 2010 at 11:30 a.m. **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

By: Laurie Goodman  
Laurie Goodman  
Acting Executive Director  
Office of Consumer Protection

## ANSWERING CERTIFICATION

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Division's Notice dated November 24, 2009 regarding allegations of violations of the Consumer Fraud Act ("CFA"), N.J.S.A. 56:8-1 et seq.

### PLEASE CHECK ONE:

\_\_\_\_\_ **I DO NOT CONTEST THE CHARGES** and acknowledge the conduct which has been charged and **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 \$1,706.91, pursuant to N.J.S.A. 56:8-15.

If the payment of \$6,706.91 is remitted along with your signed Certification, you need not do anything further.

I understand and acknowledge that I am ordered to cease and desist from acting as a Debt Adjuster unless and until I am licensed with the DOBJ. I am also aware that the action taken against me by the Division is a matter of public record, and that the Division's Notice and this Certification are public documents. I am enclosing a bank check or money order in the sum of \$6,706.91 made payable to the "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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

**OR**

\_\_\_\_\_ **I DO NOT CONTEST THE CHARGES** and hereby waive any rights I may have to a hearing in this matter in order to defend myself against any charges, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **mitigation conference** to present information to Division representatives. I understand that the conference is scheduled for January 6, 2010 at 11:30 a.m.

\_\_\_\_\_ I am submitting **written documentation concerning mitigation circumstances**; I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the notice is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated 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 \$1,706.91, pursuant to **N.J.S.A. 56:8-15**.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division is a matter of public record, and that the Division's Notice and this Certification are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a Certificate of Debt.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

**OR**

\_\_\_\_\_ **I CONTEST THE CHARGES** and request a formal **Administrative Hearing**. I am submitting documents and additional evidence supporting my request for this hearing. I understand that I am required to attend a pre-hearing conference at which the issues in this matter will be discussed. I will, thereafter, be advised of the time, date and place for the formal hearing if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney and that at the time of the hearing I may offer testimony, documentation and legal argument relevant to the charges. I understand that in making the final decision, the Director may, if unlawful activity has been proven, assess civil penalties in an amount greater than that herein offered in the Division's Notice and may order such other remedies as may be deemed appropriate. I am also aware that this proceeding is a matter of public record and that the Division's Notice and this Certification are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

## CERTIFICATION

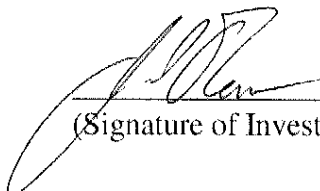
Premier Services & Consultants, L. L. C.  
7 Snowberry Court, Suite 1  
Sicklerville, NJ 08081

I, Jared O'Conne, 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 Premier Services & Consultants, L. L. C. 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.

Dated: November 24, 2009

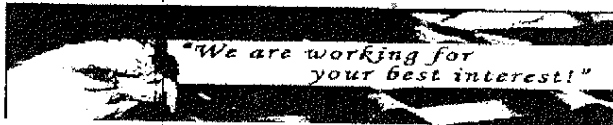
  
(Signature of Investigator)

# **EXHIBIT A**

(Contract)



# Premier Services & Consultants LLC



7 Snowberry Court Suite - 1  
Sicklerville, NJ 08081-4108  
Voice Mail (888) 296-6062  
Fax (866) 231-3105  
Email: Admin@wesavehomes911.com

## Fast, Affordable & Reliable Home Rescue Services

The undersigned homeowner (referred to as "Homeowner", authorizes Premier Services & Consultants LLC, whether one or more employs, to act as Homeowner's agent in assisting homeowners with certain problems resulting from mortgage delinquency and/or foreclosure situations. Premier Services & Consultants LLC agrees to act as such agent faithfully and to the best of its for the below mentioned property located at:

1. **APPLICATION:** Homeowner represents that the information given both verbally and in writing relative to the mortgage delinquency and/or foreclosure situation is complete and accurate including reasons for delinquency; mortgagee's name; account number; as well as the terms; status and amount of the mortgage indebtedness; information regarding programs or actions to handle and past delinquency; and financial information regarding personal household income and expenditures (referred to as the "Application"). The Homeowner affirms that information provided by Homeowner on the Application can be verified as true and accurate by documentation provided by Homeowner.
  - A. **SOLUTION:** "Solution" as used in this Working Agreement is defined as the act, method or process of problem solving, the answer to a problem, explanation, clarification, etc. Premier Services & Consultants LLC will attempt to prevent the loss of Homeowners home through foreclosure, through several methods. For example, where applicable, a resolution with the use of an informal forbearance, formal forbearance,
  - B. Special forbearance, partial claim, modification, recasting, refunding, pre-foreclosure sale, compromise sale, deed-in-lieu, Hard Money Loan; and, only if in the interest of the Homeowner, and other program as may become available. Anything that differs from the current mortgage terms.
  - C. **USE OF LEGAL COUNSEL:** "Use of Legal Counsel" as used in this Working Agreement is defined as referral of Homeowner to any attorney who may be used to provide legal advice or services or counseling on bankruptcy. Homeowner understands that bankruptcy solutions through referral to legal counsel are the last alternative that Premier Services & Consultants LLC will recommend to Homeowner.

Homeowner understands and acknowledges having been informed that Premier Services & Consultants does not offer legal advice nor screen Homeowner's situations for the need of legal counsel. Premier Services & Consultants LLC encourages homeowners to make an independent analysis about whether to seek legal counsel.

Homeowner acknowledges and agrees that Premier Services & Consultants LLC shall not have any liability for any failure to recommend legal services.

Homeowner understands that legal counsel referral will be subject to a legal fee charge by the attorney for services separate from fees charged by Premier Services & Consultants LLC. Homeowner understands that referral to legal counsel does not prohibit homeowner from seeking an attorney of their choice.

2. **FEES:** Homeowner shall pay to Premier Services & Consultants LLC \$ 0 as a mitigation fee and fees for services rendered. Homeowner understands this fee is not being applied to past due mortgage or loan debt. If this Working Agreement is terminated by the homeowner prior to the conclusion of our services then Premier Services & Consultants LLC retains the right to charge a reasonable fee that is common and customary for services rendered. If no solution what so ever is reached between Premier Services & Consultants LLC and Homeowners mortgage servicer there will be a 100% refund of all fees except an administration fee not too exceed \$299.00.

Homeowner understands that the fee to Premier Services & Consultants LLC is earned for services rendered. Additionally, if Premier Services & Consultants LLC performs as hired and the information provided by Homeowner is incorrect and/or insufficient, thus causing result not satisfactory to the intent of this Working Agreement, despite the best efforts of Premier Services & Consultants LLC, the Homeowner acknowledges and agrees there will be no refund.

Furthermore, as Homeowner has received valuable service in this initial assessment and application preparation. If Homeowner seeks independently a solution, which Premier Services & Consultants LLC has been hired to perform, the Homeowner forfeits the full amount as compensation for services and agrees there will be no refund.

3. **RESPONSIBILITIES:** Premier Services & Consultants LLC will not be responsible if:
  - A. Homeowner fails to make payments or initial contribution toward arrears and/or fees as directed by the lien holder(s) in any reinstatement schedule negotiated by Premier Services & Consultants LLC.
  - B. Homeowner fails to comply with the result of Premier Services & Consultants LLC analysis there is no refund.
  - C. Homeowner fails to provide Premier Services & Consultants LLC with all the information and copies of requested documentation in order to affect a solution or if any such information is not supported by independent documentation. Such documents include but not limited to, complete and accurate application and copies of two (2) months recent bank statements for all bank accounts; proof of all income such as (1) months worth of pay receipts for all jobs for mortgagor; rental agreements; and other proof of income; two (2) years Federal tax returns all schedules, W-2's and 1099 form; copies of all correspondence or documents concerning the current delinquency; and all letters of affirmation or discharge or dismissal documents for any applicable bankruptcy or any other documentation that Premier Services & Consultants LLC or the mortgage company deems necessary. Should the Homeowner breach this responsibility, there will be no refund.
  - D. Homeowner fails to maintain constant communication with Premier Services & Consultants LLC including but not limited to, responding to phone calls or written communications and causing to be delivered to Premier Services & Consultants LLC any documentation requested within twenty-four (24) of it being requested. Homeowner is responsible to maintain access to fax transmissions and/or email access. Premier Services & Consultants maintains records of all request and attempts to contact the Homeowner and will suspend all action on behalf of homeowner should the homeowner fail to respond for any fourteen (14) day period. Since the success of affecting a solution requires prompt responses, should the homeowner fail to uphold these standards of responsiveness, there is no refund.
  - E. Homeowner understands that any correspondence received in connection to his/her mortgage must be immediately forwarded to our office during the loss mitigation process.
  - F. Homeowner understands that Premier Services & Consultants LLC does not provide legal services or advice regarding any court documents and the homeowner should immediately contact legal counsel to respond to such court documents if necessary.
  - G. Homeowner understands that any certified mail received during our involvement with this case must be claimed promptly.
  - H. If Homeowner has indicated that there is a foreclosure sale date pending within 45 days then the homeowner understands that this requires immediate and rapid action and no refund if offered on these cases.
  - I. Homeowner has indicated that the mortgage debt is not under any current bankruptcy proceeding with the U.S. Bankruptcy Court.
  - J. Homeowner understands all claims for refund must be made in writing to Premier Services & Consultants LLC within sixty (60) days of enrollment.
4. **LIABILITY:** Liability of Premier Services & Consultants is limited to the money received in connection with the services rendered. The exclusive remedy of the Homeowner under this Working Agreement is the reimbursement of the fees paid to Premier Services & Consultants LLC. All other remedies, including but not limited to, incidental and consequential damages are implied without limitation. Homeowner understands that Premier Services & Consultants LLC undertakes only to perform services to alleviate the aforementioned problems and in no way undertakes to perform legal or other services. Also in accordance with the modification process Premier Services & Consultants LLC is not responsible if the Homeowner does not make their mortgage payments prior to and through out the modification process.
5. **DISCLOSURE OF INFORMATION:** Homeowner authorizes Premier Services & Consultants LLC to furnish any and all information including any budget analysis, contractual debts, etc. to any mortgage company, agencies or individual in connection with homeowner's mortgage situation to aid Premier Services & Consultants LLC in representing homeowner.
6. To the fullest extent permitted by law, Homeowner shall pay all cost, including reasonable attorney's fees, court cost and collection cost without litigation or other formal proceedings, expended or incurred by Premier Services & Consultants LLC in enforcing or defending any provision of this Working Agreement or any dispute arising from or related to this Working Agreement is the prevailing or successful party in such action(s).

7. This agreement sets forth the entire understanding between homeowner and Premier Services & Consultants LLC and supersedes all prior representations whether written or oral by either party.

Executed the 1<sup>st</sup> day of July 20 09

X Martha J. Kerlin  
Homeowner

Homeowner

X Martha J. Kerlin  
Print Name

Print Name

X mjk Initial

# **EXHIBIT B**

(Solicitation)

# Premier Services & Consultants

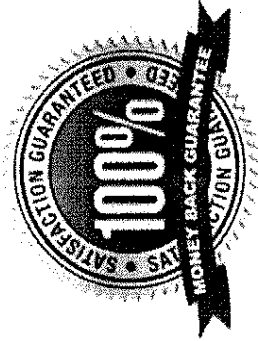
20000 Horizon Way-Suite 950, Mt. Laurel NJ 08054



## Services

*Premier Services & Consultants has been on the forefront of our country's ever growing economic crisis and has now become the industry leader with regard to "Home Rescue" services. Our years of experience and commitment to customer satisfaction makes us the "Premier" choice for people in danger of losing their homes.*

- Loan Modifications
- Re-Payment Plans
- Short Sales
- Short Refinances
- Mortgage Counseling
- Credit Restoration
- Debt Consolidation
- Commercial Lending



We Can Save Your Home.  
Phone: 888-296-6062  
Email: [Prequal@wesavehomes911.com](mailto:Prequal@wesavehomes911.com)

Web site designed & hosted at Homestead™

Home

About Us

Services

Contact Us

FAQS

Submission

Payment

Partner

# **EXHIBIT C**

(Proof of Payment)

MARTHA J KERLIN 0306		932
301 MADOLE DRIVE DR		
CHESAPEAKE, VA 23022		
Date: <u>July 01/09</u>		
Pay to the	Premier Services and Quality, LLC	\$ 1706.91
Order of:	Stations Hardware & Tools	
BANK OF THE COMMONWEALTH		
PROOF OF DEPOSIT		
For: <u>Martha J Kerlin</u>		
0932		

932 \$1,706.91 07/02/2009