

**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:

RJD CONSULTING, INC.
d/b/a **RJD MORTGAGE**
c/o **ROBERT DeVITO**, 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 RJD Consulting, Inc. d/b/a RJD Mortgage ("Respondent" or "You") which maintains an office located at 443 State Highway 35 in Neptune, NJ 07753. Specifically, the information reviewed included a contract ("Contract") 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 \$2,495.00. 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. See O'Cone Cert.

A review of the Contract 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 \$2,495.00, pursuant to N.J.S.A. 56:8-15.

If these sums totaling \$7,495.00 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 5, 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

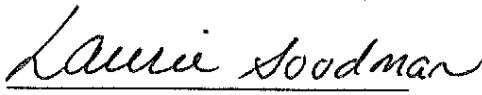
unlawful act or practice, and/or cease and desist from violating the CFA pursuant to **N.J.S.A. 56:8-11, 15, 18 & 19.**

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 January 5, 2010 at 2:00 p.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
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 \$2,495.00, pursuant to N.J.S.A. 56:8-15.

If the payment of \$7,495.00 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 DOBI. 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 \$7,495.00 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 5, 2010 at 2:00 p.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 \$2,495.00, 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

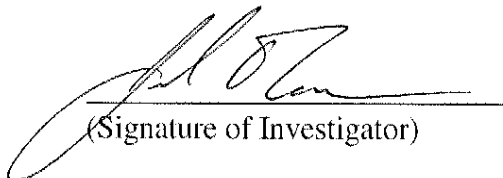
RJD Consulting, Inc.
d/b/a RJD Mortgage
443 State Highway 35
Neptune, NJ 07753

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 RJD Consulting, Inc. d/b/a RJD Mortgage 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 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.

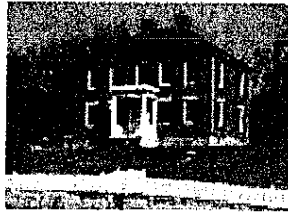
Dated: November 24, 2009



(Signature of Investigator)

EXHIBIT A

(Contract)



**RJD MORTGAGE
FINANCIAL CONSULTING AGREEMENT**

Date: 3/18/09

Borrower's Name and Address:

SSN# _____

Elizabeth Condener
Brett Condener
388 Bucklewood Rd
Freehold NJ 07786

Dear _____:

This will confirm that **RJD MORTGAGE** (the "Consultant") has been retained as a financial consultant to _____ (the Client) to perform Loan Modification Services for the client as the Client may reasonably request.

I. SCOPE OF SERVICES - As part of and concomitant with its services as financial consultant to the client, the Consultant will undertake to:

1.1 Make contact with the any and all mortgage holders secured on the subject property held by the Client for the purposes of modifying the terms of said mortgage(s) which may result in and are not limited to possible interest rate adjustments, principal loan balance reductions, extension of loan terms or adding delinquent balances back on to the principal loan balance.

1.2 The consultant will:

- a. Evaluate all mortgages secured by the subject property for loan irregularities, (i.e. RESPA and TILA violations) loan history, degree of recovery, current income and expenses, debt ratios, credit history, loan balance, and equity position.
- b. Deliver Quality Written Requests to lender on Client's behalf for all previously executed and recorded loan documents.
- c. Research and analyze market data comparable sales information on subject property
- d. Prepare foreclosure loss (liquidation) analysis to be reviewed by lender.
- e. Draft, Present and Negotiate Client's offer to accept reduced interest rate, reduced loan balance, hardship modification, forbearance agreement, short sale or other work out solutions to Mortgage Investor, Lender or Service.
- f. Review and revise, if necessary, Loan Modification Agreement/Offer-in-Compromise/Escrow Documents and Agreements.

2. CONSULTING FEE - As further consideration to the Consultant for entering into this Agreement, the Client will hereby agree to pay the Consultant a fixed consulting fee of two thousand four hundred ninety five dollars (2495.00) for the services described above, which shall be due and payable by Certified funds upon the consulting agreement.

3. REIMBURSEMENT OF CONSULTING FEE - If the loan modification is not approved, accepted or agreed to by the mortgage holder after reasonable effort has been made to do so, the client will be reimbursed their consulting fee, as defined above, minus the customary expenses required for the processing of the loan modification which shall not exceed \$995.00. Any reimbursement request must be made in writing to RJD MORTGAGE, and must be accompanied by written proof from the mortgage holder that the loan modification request has been denied.

3.1 If in the event that there are multiple mortgage holders on a single subject property the client agrees, that if one of the mortgage holders, regardless of their lien position approves, accepts or agrees to the loan modification request in whatever form that approval, acceptance or agreement shall take, the Consultant shall have been deemed to have met their obligation under the term of this consulting agreement.

4. DISCLAIMER OF GUARANTEE- The Client understands and hereby agrees that there is no guarantee that said loan modification services can be successfully placed or that a commitment will be issued by a Mortgage Investor, Lender or Servicer. The client also understands and hereby agrees that the Consultant is independent and is not authorized to make any financial commitments on behalf of the mortgage Investor, lender or Servicer it may present this proposed loan modification request to.

5. RESPONSIBILITY OF CLIENT - In order to enable The Consultant to render its services hereunder, the required by The Consultant included, but not limited to, information concerning clients income, assets, property information, and proof of liability. The client also agrees to make available to The Consultant such representatives of the Client, including among others, outside counsel, financial advisors and independent certified public accountants, as the Consultant may reasonably request.

5.1 The Client will promptly advise The Consultant of any material changes in its affairs or finances. The client represents that all information made available to The Consultant by the Client will be complete and correct in all material respects and will not contain and untrue statements of a material fact or omit to state the material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made. The Consultant does not assume responsibility for the accuracy or completeness of the information to which reference is made.

5.2 Failure to comply with the requests of the Consultant, to notify the Consultant of any material changes to the Clients affairs or finances, or by providing the Consultant with false, inaccurate or misleading information necessary to the successful completion of a Loan Modification on the Clients behalf, will result in termination of this agreement by the Consultant and the forfeiture of any consulting fees paid as defined in Section 2 including the Clients right to refund of that portion of the Consulting Fee as described in section 3.

6. Entire Agreement - This Agreement sets forth the entire understanding of the parties related to the subject matter hereof and supersedes and cancels any prior communications, understanding and agreements between the parties. This Agreement can not be terminated or changed, nor can any of its provisions be waived, except by written agreement signed by all parties hereto or except as otherwise provided herein. The invalidity or unenforceable of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of the Client and The Consultant.

Initials: EC

RJD-0069

8. GOVERNING LAW- The validity, construction and performance of this Agreement will be governed by the substantive laws of the State Of New Jersey , United States, as though this Agreement were executed in and fully preformed within the State of New Jersey , United States , and with out regard to any conflict of laws , provisions . Neither party will bring a legal action against the other more than one (1) year after the cause of action arose , except for actions for non payment or to enforce intellectual property rights . Both parties waive the right to a jury trial in any dispute arising out of this Agreement . Both parties agree that any action concerning the Agreement shall be brought in a court of competent jurisdiction in the State Of New Jersey and here by contest to the personal jurisdiction of any such court. If not withstanding the foregoing , a New Jersey courts judgement is not enforceable against a party, the other party, the other party may bring such an action in any court of competent judgement is not enforceable against a party, the other party may bring such and action or proceeding arising out of the agreement . This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements , should they exist with respect thereto and shall be binding upon and inure to the benefit of the Client , Consultant , and the other Indemnified Persons and their respective successors, assigns , heirs and or personal representatives.

9.BINDING PROVISION- Please confirm that the foregoing is in accordance with your understanding by signed upon behalf of the Client and returning an executed co[copy of this Agreement . Whereupon after the execution by The Client this Agreement shall become binding between the Client and The Consultant . A telecopy of a signed original of this Agreement shall be sufficient to bind the parties whose signatures appear hereon.

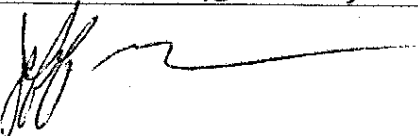
IN WITNESS WHEREOF, the parties have executed this Financial Consultant Agreement as of the date first written above .

CONSULTANT

CLIENT

ACCEPTED AND AGREED TO :

ACCEPTED AND AGREED TO

By: Jeff Benus


By: Brett Gardner

Name : Brett Gardner

Date : 3/18/09

Date 3/18/09

By: Elizabeth Gardner
Elizabeth Gardner

EXHIBIT B

(Proof of Payment)



RJD MORTGAGE

Promissory Note

PRINCIPAL AMMOUNT:

2500.00

DATED:

4/6/09

FOR VALUE RECEIVED, THE UNDERSIGNED

Promises to pay to the order of RJD Mortgage

The sum of \$ 1000.00 (dollars) with an annual interest rate or 0% on the unpaid balance, to be fully due and immediately payable UPON DEMAND of the holder of this note.

Upon failure to make payment within 10 days of demand, and should this note be turned over for collection, the undersigned shall pay all fees including those incurred to collect original payment. Whether as maker, endorser, guarantor or surety, waive presentment, demand choice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party or extension, renewal collateral for this note. The undersigned shall be jointly and severally liable under this note.

This note shall be enforced in accordance with the laws of the state in which it is executed. All payments hereunder shall be made to such address as the holder may from time to time designate. The makers sign this note as principals and not as surety.

SCHEDULE OF PAYMENT

Date _____	Amount _____	Date _____	Amount _____
Date _____	Amount _____	Date _____	Amount _____

Signed in the presence of:

Witness Printed Name

Maker Printed Name

Witness Signature

Maker Signature

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all the monies due under the foresaid note and agree to remain until fully paid.

Jeffrey Barnes
Consultant Printed Name

Guarantor Printed Name

[Signature]
Consultant Signature

Guarantor Signature

RJD MORTGAGE

CREDIT CARD AUTHORIZATION FORM

VISA

CREDIT CARD # _____

EXPIRATION DATE _____

AMOUNT OF CHARGE 2495.⁰⁰

SIGNATURE _____

DATE _____

I AUTHORIZE A COUPLA GUYZ INC. TO CHARGE MY CREDIT CARD FOR THE AMOUNT LISTED ABOVE, FOR PAYMENT TO RJD MORTGAGE. IN ASSOCIATION WITH THE AGREEMENT FOR A LOAN MODIFICATION SIGNED WITH RJD MORTGAGE. I ALSO UNDERSTAND THAT THIS CHARGE IS NON REFUNDABLE

**PLEASE SIGN AND FAX THIS
FORM TO RJD MORTGAGE AT
732-774-6116**