

**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:

**XTRA-FINANCIAL, L. L. C.**  
c/o **CHRISTOPHER CROCE**, 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 Xtra-Financial, L. L. C. ("Respondent" or "you"), which maintains an office located at 2020 Fairfax Avenue, Suite 201, Cherry Hill, NJ 08003. Specifically, the information reviewed included a contract ("Contract") concerning a service in which you act as an intermediary between debtors and creditors to renegotiate or modify loan terms. The information reviewed also included proofs of payment ("Proof of Payment") for your services in the amount of \$3,786.00. 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 \$3,786.00, pursuant to N.J.S.A. 56:8-15.

If these sums totaling \$8,786.00 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 10:00 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.**

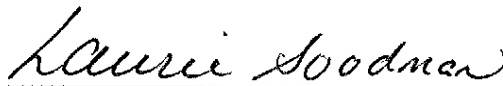
Before a determination is made with regard to whether a hearing will be conducted and whether the matter will be heard before the Director of the Division of Consumer Affairs or referred to the Office of Administrative Law, a **pre-hearing conference** will be held. If you request a hearing, your pre-hearing conference has been scheduled on January 5, 2010 at 10:00 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. 17:27-14**). 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 \$3,786.00, pursuant to N.J.S.A. 56:8-15.

If the payment of \$8,786.00 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 \$8,786.00 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 10:00 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 \$3,786.00, 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

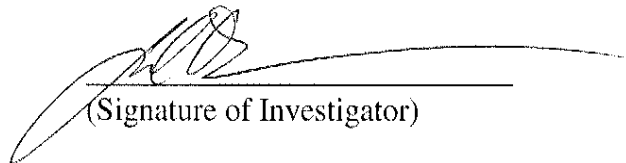
Xtra-Financial, L. L. C.  
2020 Fairfax Avenue, Suite 201  
Cherry Hill, NJ 08003

I, Jared O'Cone, 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 of the New Jersey Department of Banking and Insurance. This review has indicated that Xtra-Financial, 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**" are true copies of Proofs 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)



Katherine Paresq

**Xtra Financial LLC**  
**2020 Fairfax Ave Suite 201**  
**Cherry Hill, NJ 08003**  
**Phone: 1- 877-467-3588 Fax: 1- 800-985-4187**

**Inhouse Counsel: Richard E. Patton Esq.**  
**Asst. District Attorney 14 Years**  
**Attorney General (Prosecutor) 8 Years**  
**Criminal/Civil and Corporate Law 10 Years**

**Client agrees to and understands the types of loss mitigation services provided as follows:**

We may be able to assist you in saving your home or eliminating debt through a variety of possible loss mitigation options. In order to determine if you are eligible for options A through C listed below, please provide the loss mitigation specialist in our office accurate and complete information. Because the available assistance options vary by loan type and investor approval, they have been itemized below for your convenience.

**A. LOAN MODIFICATION** (Available on a very limited number of VA loans with lender and/or investor approval) (Recast for FHA)

If you have incurred a long term financial hardship, our office can assist in supplying the appropriate information to lender/investor to take appropriate measures to modify the term(s) of your mortgage and this could lower the interest and payments. There are costs and fees associated with a modification that you will be responsible for. All property taxes must be current or you must be participation in an approved payment plan with your taxing authority to be eligible for a modification. Any additional liens or mortgagees must agree to be subordinate to the first mortgage. All requests are subject to your investor's approval. Any fees owed to the agent, servicer, lender and/or investor will be deducted at closing of the initial approval and are non-refundable.

**B. VA LOAN MODIFICATION/REFUNDING** (available for VA loans only) (Need at least 30 days to process)

A refunding is when the VA buys your loan from the loan holder. Refunding may give VA the flexibility to consider options to help you save your home that your current loan holder either could not or would not consider. When the VA refunds a loan under 38 U.S.C. 36.4318, the delinquency is added to the principal balance and the loan is re-amortized. Your new loan will be non-transferable without prior approval from the Secretary. If your interest rate was lowered and an assumption is approved, the interest rate will be adjusted back to the previous rate. Any fees owed to the agent, VA, loan servicer, and/or investor will be deducted at closing of the initial approval and are non-refundable.

**C. 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 loss mitigation specialist assisting you immediately. There may be tax ramifications associated with any short payoff or foreclosure; therefore, your agent recommends you contact your tax advisor for details. Any fees owed to the agent, loan servicer, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

**D. 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. Also, there cannot be any additional claims or liens (other the mortgage) against the property. If you are approved for a deed-in-lieu, you will be giving up all rights to the property and the property will be conveyed to your investor. In exchange for the deed-in-lieu, the loan servicer, investor, insurer and/or guarantor will waive all deficiency judgment rights. You may be asked to participate in our Short Payoff program before a deed-in-lieu of foreclosure is accepted. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

Katherine Paresa

**E. REPAYMENT PLAN**

If you have incurred a short term financial hardship and your loan is two or more months 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. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

**F. 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 of 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. Type II - can be utilized in an unemployment situation whereby the promise of future employment is present. We have cases that are VA loans with 27-month repayment plans. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

**G. PARTIAL CLAIM (FHA mortgages only) (Some Freddie Mac Investor loans)**

The agent may assist in requesting a partial claim if you qualify. Eligibility if loans is 120 to 365 days past due. A partial claim is a subordinate mortgage (2<sup>nd</sup> mortgage) between you and the Secretary of Housing Urban Development. The partial claim note will commence payment at the maturity date of the first mortgage and carry no interest and will include the past due payments due on the loan. The partial claim will consist of only 12 months of past due payments. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

Client requests that the agent submit information for consideration of the above loss mitigation alternatives to appropriate parties in an attempt to rectify mortgage problems if client qualifies for our assistance. Our rate is earned at one hundred twenty-five dollars per hour until the completion of our services.

I/We Katherine Paresa, understand and agree to the information contained in this form. I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

Executed this 8<sup>th</sup> day of April, 2009.

Client(s)

Borrowers Signature: X

Katherine Paresa

Co-Borrowers Signature: X

Katherine Paresa

**WORKING AGREEMENT**

The undersigned client (referred to as "Client", whether one or more) employs **Xtra Financial LLC** (referred to as "Loss Mitigation"), to act as Client's agent in assisting client with certain problems resulting from mortgage delinquency and/or foreclosure situations. Loss Mitigation agrees to act as such agent faithfully and to the best of its ability, but in no way guarantees the success of its efforts to avoid the loss of possession of the mortgagee's home through a foreclosure located at:

Address	1350 Chichester Dr.
City	Gardnerville
State	NV
Zip Code	89410
Client	Katherine Paresa

1. **APPLICATION:** Client represents that the information given to Loss Mitigation 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 and status of the mortgage indebtedness and financial information regarding personal household income and expenditures.

A. **SOLUTION:** "Solution" as used in this Work Agreement is defined as the act, method, or process of solving a problem; the answer to a problem, explanation, clarification, etc. Loss Mitigation will attempt to prevent the loss of Client's home through foreclosure through several methods. For example, where applicable, a resolution with the use of an informal forbearance, formal forbearance, special forbearance, partial claim, interest credit, extension, modification, recasting, refunding, pre-foreclosure sale, compromise sale, deed-in-lieu, rescinding a foreclosure, and, only if in the interest of the Client, any other program as may become available.

B. **USE OF LEGAL COUNSEL:** "Use of Legal Counsel" as used in this Work Agreement is defined as referral of Client to an attorney who may be used to provide legal advice or services to Client. Use of legal counsel may be appropriate in many situations, including without limitation, where it appears an injunction may be necessary to prevent a foreclosure, where there may be violations of law, regulations or procedures, where there may be irregularities in the procedures used by Client's lender or where the Client may need counseling on bankruptcy. Client understands that bankruptcy solutions through referral to legal counsel are the last alternative that Loss Mitigation will recommend to Client.

Client understands and acknowledges having been informed that Loss Mitigation does not offer any legal advice nor does Loss Mitigation screen Client's situation for a need for legal counsel. Loss Mitigation encourages Client to make an independent analysis about whether to seek legal counsel.

x MP x

Initial

*Katherine Karesq*


**CLIENT ACKNOWLEDGES AND AGREES THAT LOSS MITIGATION SHALL NOT HAVE ANY LIABILITY FOR ANY FAILURE TO RECOMMEND LEGAL SERVICES TO CLIENT.**

**CLIENT UNDERSTANDS THAT LEGAL COUNSEL REFERRAL WILL BE SUBJECT TO A LEGAL FEE CHARGED BY THE ATTORNEY FOR SERVICES SEPARATE FROM FEES CHARGED BY LOSS MITIGATION. CLIENT UNDERSTANDS THAT REFERRAL TO LEGAL COUNSEL DOES NOT PROHIBIT CLIENT FROM SEEKING AN ATTORNEY OF THEIR CHOICE.**

**2. CHARGES:** Client shall pay to Loss Mitigation the sum of \$ 1895.00 as compensation for services performed in connection with Client's delinquent mortgage. This amount covers all initial expenses incurred by Loss Mitigation in effecting a Solution. If this Work Agreement is terminated prior to the conclusion of Loss Mitigation's services, the right of Loss Mitigation to receive any fees earned from efforts prior to termination of services under this Work Agreement shall not be divested by termination of this Work Agreement and, in such circumstances, the fee due shall be calculated based on actual time invested multiplied by \$125.00 per hour, but not to exceed the flat amount set forth above. Except whereby a breach occurs as stated in paragraph (3) three under client responsibilities. Client understands that fee is due upon Loss Mitigation's consideration of any Solution. Client further acknowledges that any deposits in trust collected by Loss Mitigation can be used to offset any charges owed to Loss Mitigation prior to submitting to mortgagee and/or Client.

A resolution of Client's mortgage problem can be either a Solution, or with the use of legal counsel, if needed. Additionally, if Loss Mitigation performs as hired and information provided by Client is incorrect and/or insufficient, thus, causing results not satisfactory to the intent of this Work Agreement, then Client acknowledges and agrees there will be no refund. Furthermore, if Client seeks independently a Solution that Loss Mitigation has been hired to perform, then Client forfeits the amount as compensation for services and will agree to pay any outstanding charges owed to Loss Mitigation.

Client understands that failure to comply with any Loss Mitigation Solution that Client approved OR non-compliance by Client with Loss Mitigation's analysis is NOT grounds for a refund

 **3. REFUND POLICY:** If no solution what so ever is reached between Xtra Financial LLC and the homeowners mortgage servicer there will be a 100% refund of your deposit minus a \$400.00 fee for processing the application. If the client is in violation of the Client's Responsibilities During Loss Mitigation Processing the refund will be determined case by case.

**4. RESPONSIBILITIES:** Client agrees to the following and understands that failure to perform the Client Responsibilities listed below will result in forfeiting all fees paid to Loss Mitigation regardless of outcome:

A. Client understands that if contacted by lender to explain to them that Client has sought the advice of a homeownership counseling office for loss mitigation services.

B. Client agrees not to compromise or make any agreement without first notifying Loss Mitigation or client forfeits the fee(s) as described above

X MP X

Initial

Katherine Paresa

C. Client understands that he/she is required by our office to save funds that will equal the amount of Client's regular monthly mortgage payment(s) until Client's situation is resolved. Likewise, Client is to save any additional funds that may be needed in the mitigation process by the lender and/or the Loss Mitigation to affect a solution. If Client does not save funds and regular deposits equal each month the agreement is null and void at the discretion of Loss Mitigation. Any amount of total deposit held in trust thus far will be use to offset any fees earned by Loss Mitigation with remaining amount, if any, paid to Client. The minimum amount earned by Loss Mitigation, concerning such a breach, will be the full amount stated in paragraph (2) two.

D. Client understands that any correspondence, court papers, etc. received in connection to his/her mortgage must be forwarded to our office during the loss mitigation process as follows:

E. Client understands that any certified mail received during our involvement with the case must be claimed and forwarded to Loss Mitigation promptly.

F. Client understands they are to provide necessary information, outlined on Client Responsibility form and/or directed by Loss Mitigation, in a timely manner. This information requested could play a critical role in the outcome of their workout options with their mortgage lender and/or other parties related to their mortgage loan. Failure to provide documentation will be a breach of this work agreement and could result in the loss of their home by foreclosure.

5. **LIABILITY:** Liability of Loss Mitigation is limited to the money received in connection with the services rendered. The exclusive remedy for Client under this Work Agreement is the reimbursement of fees paid to Loss Mitigation. All other remedies, including without limitation, incidental and consequential damages, are excluded. LOSS MITIGATION DISCLAIMS, AND CLIENT WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITHOUT LIMITATION. Client acknowledges and agrees that Loss Mitigation makes no promise, covenant, warranty or guaranty of any result or that Client will retain his/her property. Client understands that Loss Mitigation undertakes only to perform services to alleviate the aforementioned problems, and in no way undertakes to perform legal or other services.

6. **DISCLOSURE OF INFORMATION:** Client authorizes Loss Mitigation to furnish any and all information, including any budget analysis, contractual debts, etc. to any mortgage company, agencies, or individual in connection with Client's mortgage situation to aid Loss Mitigation in representing Client.

7. Client acknowledges and agrees that if my account is placed in the hands of an attorney and/or collection agency for collection, Client will be obligated for attorney's fees of 33.33% of amount owed, collection fees and court costs incurred in connection with such collection. Client further acknowledges and agrees to waive their homestead exemptions.

X                      X

Initial

*Katherine Paresa*

8. To the fullest extent permitted by law, Client shall pay all costs, including reasonable attorney's fees, court costs and collection costs without litigation or other formal proceedings, expended or incurred by Loss Mitigation in enforcing or defending any provision of this Work Agreement or any dispute arising from or related to this Work Agreement if Loss Mitigation is the prevailing or successful party in such action(s).

9. Client understands that Loss Mitigation is a private organization corporation and is not affiliated with any government organization.

**10. RIGHT OF RESCISSION**

Client understands that client may cancel this Working Agreement by contacting Loss Mitigation within 5 business days for a full refund of any fees collected for services by Loss mitigation. Request for cancellation MUST also be requested via certified mail and postmarked on or before the ending of the rescission period.

Executed this 8<sup>th</sup> day of April, 2009.

Client Signature: X *Katherine Paresa*

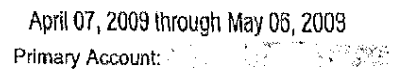
(Print Name) Katherine Paresa

Client Signature: X \_\_\_\_\_

(Print Name) \_\_\_\_\_

# **EXHIBIT B**

(Proofs Of Payment)



ACCOUNT #

MADRIDINE BATISTA-ALCANTARA  
 140 COLUMBUS AVE  
 NEW YORK, NY 10023  
 1-812 1885  
 April, 2009  
 \$ 891.00  
 Eight hundred ninety one 09/100 0000 0000  
 JF ROYAL CRUISE BANK  
 734 BROADWAY  
 NEW YORK, NY 10023  
 BANK OF AMERICA  
 1885

MADELINE DATISTA  
840 COLUMBUS AVE, APT 15 B  
NEW YORK, NY 10325

TO BANK  
CHERRY HILL, NJ

1088  
4/16/2001

Pay to the  
Order of: Xtra Financial LLC \$ 1,000.00

One Thousand Dollars and 00 Cents \*\*\*\*\*

MEMO: LEVITO

Do not detach  
No Signature Required

\* 1088 \*

APR 16 #0000001886 \$1,000.00

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