

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
SANGAMON COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

-vs-

MASON CAPITAL GROUP, LLC, a New Mexico foreign  
limited liability company, not authorized to transact  
business in Illinois;

Defendant.

2008CH 1364

NO.

FILED

NOV 17 2008 CN-8

*Lisa Madigan* Clerk of the Court

**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

NOW COMES the Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and brings this action complaining of Defendant, MASON CAPITAL GROUP, LLC, a New Mexico limited liability company, and respectfully states as follows:

**JURISDICTION AND VENUE**

1. This action is brought for and on behalf of THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, pursuant to the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* ("Consumer Fraud Act"), and her common law authority as Attorney General to represent the People of the State of Illinois.

2. Venue for this action properly lies in Sangamon County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101. Since Defendant is a nonresident of the State, this action may be commenced in any county.

### **PARTIES**

3. Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, is charged, *inter alia*, with the enforcement of the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, and the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*

4. Defendant, MASON CAPITAL GROUP, LLC is a New Mexico limited liability company with its principal place of business at 18375 Ventura Blvd. Suite 354, Tarzana, California 91356. MASON CAPITAL GROUP, LLC was incorporated on April 24, 2007.

5. Defendant MASON CAPITAL GROUP, LLC is engaged in the business of distressed property consulting as that term is defined in Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5, since it offers homeownership consultation and mortgage foreclosure rescue services to consumers in the State of Illinois.

6. For purposes of this Complaint for Injunctive and Other Relief, any references to the acts and practices of Defendant MASON CAPITAL GROUP, LLC shall mean that such acts and practices are by and through the acts of said limited liability company's officers, members, owners, directors, employees, or other agents.

### **TRADE AND COMMERCE**

7. Section 1(f) of the Consumer Fraud Act, 815 ILCS 505/1(f), defines "trade" and "commerce" as follows:

The terms 'trade' and 'commerce' mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

8. Defendant Mason Capital Group, LLC was at all times, relevant hereto, engaged in trade and commerce in the State of Illinois by advertising, offering for sale, selling and accepting money for distressed property consulting services, which consist of homeownership counseling and mortgage foreclosure rescue services, to the general public of the State of Illinois.

#### **DEFENDANT'S BUSINESS PRACTICES**

9. Since at least March 2008, and continuing to at least May 2008, Defendant advertised to Illinois consumers that it can assist homeowners who are behind in their mortgage payments. Defendant promotes these services by, among other things, sending e-mails to homeowners facing financial hardships and threat of mortgage foreclosure.

10. For example, one of the Defendant's e-mail's contains, among other things, the following statements:

a. "Attention: We are attempting to reach homeowners that are in need of loan modification/loss mitigation and/or experiencing a hardship with their current mortgage situation."

b. "Are you interested in having our SPECIALIZED FIRM represent you and get results from your lender? Whether you have a loan that will adjust or if your home is headed towards a foreclosure....Is your Lender really your friend?" and

c. "WHAT DOES MASON CAPITAL GROUP DO?"

Our counselors provide an initial consultation and pre-qualification regarding all the practical aspects of loan modification, loan interest rate and term restructuring, offers in compromise to your lender, foreclosure avoidance, bankruptcy avoidance, short sale options, deed-in-lieu of foreclosure, and other aggressive solutions for the homeowner. ”

A copy of Defendant’s e-mail is attached as Exhibit A.

11. The Defendant’s e-mail directs consumers to call a toll free hotline number at 1-866-749-4916 or reply to the e-mail.

12. Upon information and belief, when a consumer responds as directed, the Defendant sends the consumer a “Homeowner Recovery Plan Package.”

13. Consumers are instructed to review the package and fill out all forms to “start your case.”

14. In the “Homeowner Recovery Plan Package,” consumers receive an “Invoice Agreement” stating the amount of their fee (usually one month’s mortgage) and requesting payment by credit card, cashiers check or money order. A copy of Defendant’s “Invoice Agreement” is attached as Exhibit B.

15. Defendant also includes a “Borrower Authorization Form” in the package sent to consumers. A copy of Defendant’s “Borrower Authorization Form” is attached as Exhibit C.

16. Finally, Defendant includes “Our Guarantee to Consumers” that includes a guarantee of a 100% refund of the service fee (minus a \$500 cost for file processing), if after 120 days consumers do not receive one of several solutions from the lender. A copy of Defendant’s “Our Guarantee to Consumers” is attached as Exhibit D.

17. Defendant obtains payment from consumers prior to commencing any work on consumers' behalf.

18. Defendant fails to clearly and conspicuously disclose their cancellation and refund policy to consumers.

19. Upon information and belief, Defendant often does not contact consumers' lenders or the lenders' representatives as promised.

20. Upon information and belief, consumers have difficulty communicating with Defendant after they have paid their fees.

21. In some cases, lenders have contacted Defendant and have not received any meaningful information or assistance, instead leading them to work directly with consumers to achieve a solution to their mortgage related problems.

22. In truth and in fact, Defendant has failed to successfully negotiate workout solutions as guaranteed for consumers.

23. While promising to provide "services" to financially distressed consumers to prevent mortgage foreclosure and assist with catching up on house payments, defendant provides nothing more than phantom help. By taking precious time and money from financially distressed consumers without providing any meaningful service, defendant places consumers at greater risk of serious financial harm, including mortgage foreclosure action.

24. In truth and in fact, in numerous instances, defendant does not successfully negotiate a workout solution for financially distressed homeowners and the money consumers gave to defendant will not be available to catch up on their mortgage

payments. As a result, consumers who use defendant's services find themselves worse off than when they responded to defendant's solicitations.

25. In some instances, consumers demanded refunds.

26. In some instances Defendant told such consumers that they were not entitled to a refund.

### APPLICABLE STATUTES

27. Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

28. Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5, provides in relevant part:

"Distressed property" means residential real property consisting of one to 6 family dwelling units that is in foreclosure or at risk of loss due to nonpayment of taxes, or whose owner is more than 90 days delinquent on any loan that is secured by the property.

"Distressed property consultant" means any person who, directly or indirectly, for compensation from the owner, makes any solicitation, representation, or offer to perform or who, for compensation from the owner, performs any service that the person represents will in any manner do any of the following:

(1) stop or postpone the foreclosure sale or the loss of the home due to nonpayment of taxes;

(2) obtain any forbearance from any beneficiary or mortgagee, or relief with respect to a tax sale of the property;

(3) assist the owner to exercise any right of reinstatement or right of redemption;

(4) obtain any extension of the period within which the owner may reinstate the owner's rights with respect to the property;

(5) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a mortgage on a distressed property or contained in the mortgage;

(6) assist the owner in foreclosure, loan default, or post-tax sale redemption, period to obtain a loan or advance of funds;

(7) avoid or ameliorate the impairment of the owner's credit resulting from the recording of a notice of default or the conduct of a foreclosure sale or tax sale; or

(8) save the owner's residence from foreclosure or loss of home due to nonpayment of taxes.

29. Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10, provides that:

(a) A distressed property consultant contract must be in writing and must fully disclose the exact nature of the distressed property consultant's services and the total amount and terms of compensation.

(b) The following notice, printed in at least 12-point boldface type and completed with the name of the distressed property consultant, must be printed immediately above the statement required by subsection (c) of this Section:

**"NOTICE REQUIRED BY ILLINOIS LAW"**

.....(Name) or anyone working for him or her CANNOT:

(1) Take any money from you or ask you for money until .....(NAME) has completely finished doing everything he or she said he or she would do; or

(2) Ask you to sign or have you sign any lien, mortgage, or deed."

(c) A distressed property consultant contract must be written in the same language as principally used by the distressed property consultant to describe his or her services or to negotiate the contract, must be dated and signed by the owner, and must contain in immediate proximity to the space reserved for the owner's signature a conspicuous statement in a size equal to at least 12-point boldface type, as follows:

"You, the owner, may cancel this transaction at any time until after the distressed property consultant has fully performed each and every service the distressed property consultant contracted to perform or

represented he or she would perform. See the attached notice of cancellation form for an explanation of this right.”

(d) A distressed property contract must contain on the first page, in a type size no smaller than that generally used in the body of the document, each of the following:

(1) the name and address of the distressed property consultant to which the notice of cancellation is to be mailed; and

(2) the date the owner signed the contract.

(e) A distressed property consultant contract must be accompanied by a completed form in duplicate, captioned “NOTICE OF CANCELLATION,” which must be attached to the contract, must be easily detachable, and must contain, in at least 12-point boldface type, the following statement written in the same language as used in the contract:

“NOTICE OF CANCELLATION

.....

(Enter date of transaction)

You may cancel this transaction, without any penalty or obligation, at any time until after the distressed property consultant has fully performed each and every service the distressed property consultant contracted to perform or represented he or she would perform.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to:

.....(Name of distressed property consultant) at

.....(Address of distressed property consultant’s place of business) I hereby cancel this transaction

on.....(Date) .....(Owner’s signature)”.

(f) The distressed property consultant shall provide the owner with a copy of a distressed property consultant contract and the attached notice of cancellation immediately upon execution of the contract.

30. Section 15 of the Mortgage Rescue Fraud Act, 765 ILCS 940/15, states:

(a) In addition to any other legal right to rescind a contract, an owner has the right to cancel a distressed property consultant contract at any time until after the distressed property consultant has fully performed each service the distressed property consultant contracted to perform or represented he or she would perform.

(b) Cancellation occurs when the owner gives written notice of cancellation to the distressed property consultant at the address specified in the distressed property consultant contract.

(c) Notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid. Notice by certified mail, return receipt requested, addressed to the address specified

in the distressed property consultant contract, shall be conclusive proof of notice of service.

(d) Notice of cancellation given by the owner need not take the particular form as provided with the distressed property consultant contract and, however expressed, is effective if it indicates the intention of the owner not to be bound by the contract.

31. Section 20 of the Mortgage Rescue Fraud Act, 765 ILCS 940/20, states:

(a) Any waiver by an owner of the provisions of Section 10 or 15 is void and unenforceable as contrary to public policy.

(b) Any attempt by a distressed property consultant to induce an owner to waive the owner's rights is a violation of the Act.

32. Section 50 of the Mortgage Rescue Fraud Act, 765 ILCS 940/50, states in relevant part:

(a) It is a violation for a distressed property consultant to:

(1) claim, demand, charge, collect, or receive any compensation until after the distressed property consultant has fully performed each service the distressed property consultant contracted to perform or represented he or she would perform;

(2) claim, demand, charge, collect, or receive any fee, interest, or any other compensation for any reason that exceeds 2 monthly mortgage payments of principal interest or the most recent tax installment on the distressed property, whichever is less;

(3) take a wage assignment, a lien of any type on real or personal property, or other security to secure the payment of compensation. Any such security is void and unenforceable;

(4) receive any consideration from any third party in connection with services rendered to an owner unless the consideration is first fully disclosed to the owner;

(5) acquire any interest, directly or indirectly, or by means of a subsidiary or affiliate in a distressed property from an owner with whom the distressed property consultant has contracted;

(6) take any power of attorney from an owner for any purpose, except to inspect documents as provided by law; or

(7) induce or attempt to induce an owner to enter a contract that does not comply in all respects with Sections 10 and 15 of this Act.

## COUNT I

### VIOLATIONS OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

33. Defendant has engaged in a course of trade or commerce which constitutes unfair and deceptive acts and practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by, in the course of advertising, offering for sale, selling, and accepting money for mortgage rescue consulting services:

a. representing, expressly or by implication, that Defendant will act as the consumers' agents in negotiations with the mortgage holders or their representatives, in an attempt to arrange a workout solution with the mortgage company or mortgage servicer, when in fact, in many cases Defendant fails to engage in such negotiations, simply submit paperwork, and take no action the consumers could not perform just as easily;

b. charging for services that Defendant does not actually provide; and

c. failing to disclose to consumers the material fact that they have a legal right to cancel the contract; and

d. representing, expressly or by implication, that if they attempt to cancel their contract after three days, they will not receive a refund when in fact the Mortgage Rescue Fraud Act requires a refund at any time before Defendant has fully performed the services they contracted to perform.

#### **REMEDIES UNDER THE CONSUMER FRAUD ACT**

34. Section 7 of the Consumer Fraud Act, 815 ILCS 505/7, provides in relevant part:

a. Whenever the Attorney General has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by the Act to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person

to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.

b. In addition to the remedies provided herein, the Attorney General may request and this Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

c. In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

35. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides:

In any action brought under the provisions of this Act, the Attorney General is entitled to recover costs for the use of this State.

#### **PRAYER FOR RELIEF COUNT I**

**WHEREFORE**, Plaintiff prays that this honorable Court enter and Order:

A. Finding that the Defendant has violated section 2 of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2); including, but not limited to the unlawful acts and practices alleged herein;

B. Preliminarily and permanently enjoining the Defendant from engaging in the business of advertising, offering for sale, selling, and accepting money for mortgage rescue consulting services in the State of Illinois;

D. Declaring that all contracts entered into between the Defendant and Illinois consumers by the use of methods and practices declared unlawful are rescinded and requiring that full restitution be made to such consumers;

E. Assessing a civil penalty in the amount of Fifty-Thousand Dollars (\$50,000.00) per violation of the Illinois Consumer Fraud Act found by the Court to have been committed by Defendant with intent to defraud; if the Court finds Defendant has engaged in methods, acts, or practices declared unlawful by the Act, without intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000.00), all as provided in Section 7 of the Illinois Consumer Fraud Act;

F. An order assessing an additional civil penalty in the amount of Ten Thousand dollars (\$10,000.00) per violation of the Consumer Fraud and Deceptive Business Practices Act found by the Court to have been committed by Defendant against a person 65 years of age and older as provided in Section 7(c) of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS505/7 (c));

G. Requiring the Defendant to pay the costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act and Deceptive Business Practices Act (815 ILCS505/10); and

H. Providing such other and further equitable relief as justice and equity may require.

Count II

VIOLATION OF THE MORTGAGE RESCUE FRAUD ACT

36. Plaintiff re-alleges and incorporates paragraphs 1-35 as paragraph 36 of Count II.

37. The following violation refers to conduct occurring post January 1, 2007, the effective date of the Mortgage Rescue Fraud Act.

38. The Defendant is a "distressed property consultant" as that term is defined under Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5, since it directly or indirectly for compensation from the owner make solicitations, representations and offers to perform services to stop or postpone the foreclosure sale and or obtain any forbearance from any beneficiary or mortgagee.

39. The Defendant has violated Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10, by in the course of advertising, offering for sale, selling, and accepting money for mortgage rescue consulting services :

- a. failing to fully disclose the exact nature of its services and the total amount and terms of compensation;
- b. failing to provide the requisite "Notice Required by Illinois Law" on their "Mortgage Service Agreement;" and
- c. failing to provide the requisite "Notice of Cancellation" on their "Mortgage Service Agreement."

40. The Defendant has violated Section 20 of the Mortgage Rescue Fraud Act, 765 ILCS 940/20, by in the course of advertising, offering for sale, selling, and accepting

money for mortgage rescue consulting services, attempting to induce owners to waive their rights under Sections 10 and 15 of this Act by telling owners, both orally and in writing, that if they cancel the contract they will lose their refunds.

41. The Defendant has violated Section 50 of the Mortgage Rescue Fraud Act, 765 ILCS 940/50, by in the course of advertising, offering for sale, selling, and accepting money for mortgage rescue consulting services, claiming, demanding, charging, collecting and/or receiving compensation before fully performing the services it contracted to perform.

#### **REMEDIES UNDER THE MORTGAGE RESCUE FRAUD ACT**

42. Section 55 of the Mortgage Rescue Fraud Act, 765 ILCS 950/55, provides that:

A violation of any of the provisions of this Act constitutes an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act. All remedies, penalties, and authority granted to the Attorney General or State's Attorney by the Consumer Fraud and Deceptive Business Practices Act shall be available to him or her for the enforcement of this Act.

43. Section 7 of the Consumer Fraud Act, 815 ILCS 505/7, provides:

a. Whenever the Attorney General has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by the Act to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.

b. In addition to the remedies provided herein, the Attorney General may request and this Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

c. In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

44. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides:

In any action brought under the provisions of this Act, the Attorney General is entitled to recover costs for the use of this State.

### **PRAYER FOR RELIEF COUNT II**

**WHEREFORE**, Plaintiff prays for the following relief:

A. Finding that Defendant has violated §§ 10, 20 and 50 of the Mortgage Rescue Fraud Act;

B. Finding that in violating Sections 10, 20, and 50 of the Mortgage Rescue Fraud Act, Defendant has, thereby, violated the Consumer Fraud and Deceptive Business Practices Act;

C. Preliminarily and permanently enjoining Defendant from the use of acts or practices that violated the Mortgage Rescue Fraud Act, including but not limited to, the unlawful acts and practices specified here-in-above;

D. Declaring that all contracts entered into between the Defendant and Illinois consumers by the use of methods and practices declared unlawful are rescinded and requiring that restitution be made to such consumers;

E. Assessing a civil penalty in the amount of Fifty-Thousand Dollars (\$50,000.00) per violation of the Consumer Fraud and Deceptive Business Practices Act found by the Court to have been committed by Defendant with intent to defraud. If the Court finds Defendant has engaged in methods, acts, or practices declared unlawful by the Consumer Fraud and Deceptive Business Practices Act, without intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000.00) all as provided in Section 7 of the Consumer Fraud and Deceptive Business Practices Act 815 ILCS 505/7);

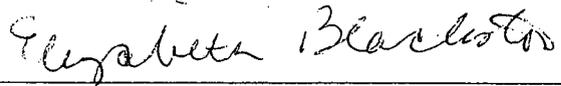
F. Assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000.00) per violation of the Consumer Fraud and Deceptive Business Practices Act found by the Court to have been committed by Defendant against a person 65 years of age and older as provided in Section 7(c) of the Consumer Fraud and Deceptive Business Practices Act, , 815 ILCS 505/7(c));

G. Requiring Defendant to pay the costs of the investigation and prosecution of this action as provided under Section 10 of the Consumer Fraud Act and Deceptive Business Practices Act, 815 ILCS 505/10); and

H. Providing such other and further equitable relief as justice and equity may require.

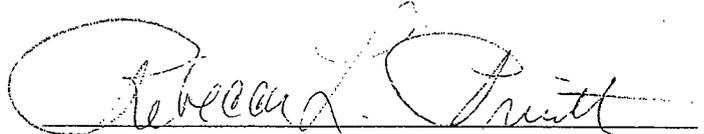
Respectfully submitted,

THE PEOPLE OF THE STATE OF  
ILLINOIS, by LISA MADIGAN,  
ATTORNEY GENERAL OF ILLINOIS



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ELIZABETH BLACKSTON, CHIEF  
Consumer Fraud Bureau



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Rebecca L. Pruitt ARDC # 6209774  
Assistant Attorney General  
Consumer Fraud Bureau  
500 S. Second St.  
Springfield, IL 62706  
217-782-4436



Print Message | Close

From : "Counselors Helping (Your Home Loan)" <your\_home\_loan@xmr3.com>  
 To : [REDACTED]  
 Subject : [REDACTED] Late on Your Mortgage Payment? I Can Help: 866-749-4916  
 Date : Tue, Mar 18, 2008 10:08 AM

Full Name: [REDACTED]  
 Address: [REDACTED]  
 City, State, Zip: [REDACTED]  
 Home Phone: [REDACTED]  
 Email: [REDACTED]

**Attention: We are attempting to reach homeowners that are in need of loan modification/loss mitigation and/or experiencing a hardship with their current mortgage situation. If this does not apply to you we apologize and you can opt out by clicking on the link at the bottom of this offer, however if you need help:**

Are you like countless Americans that **can not refinance** because of an adjusting loan, compromised credit, and dropping home values? Do you need options regarding your current mortgage situation?

Are you falling behind on payments or possibly faced with a higher payment?

Are you interested in having our SPECIALIZED FIRM represent you and get results from your lender? Whether you have a loan that will adjust or if your home is headed towards a foreclosure...Is your Lender really your friend?

**WE WILL USE ALL THE AGGRESSIVE OPTIONS TO IMPROVE YOUR LOAN AND TO SAVE YOUR HOME!**

Please reply back. ( **Interested** ) or call me at (866) 749-4916. Call us, we are here to help! (9am - 5pm PST)

We offer complimentary Counseling, Information, and Pre-Qualification and once you have been identified as a client we can accept, there is a fee for services rendered and all payments are subject to client qualification and program availability. Our fee is based on affordable assistance and our goal is to get you a resolution you can afford and SAVE you time, stress, and financial burdens that you should not pretend you can pay now.

**WHAT DOES THE MASON CAPITAL GROUP DO?**

Our counselors provide an initial consultation and pre-qualification regarding all the practical aspects of loan modification, loan interest rate and term restructuring, offers-in-compromise to your lender, foreclosure avoidance, bankruptcy avoidance, short sale options, deed-in-lieu of foreclosure, and other aggressive solutions for the homeowner.

The bottom line is that many homeowners are in a position where they can't refinance, they can't sell and they can't make the mortgage payments. Are you one of them?

Are knowledge of the lender process and our proven relationship in helping homeowners is the value we provide for these needs:

1. Loan Modification A- Permanent change in loan terms or reduction in rate
2. Reinstatement - Returning the loan from default to current status
3. Repayment Plan A- Up to 20 months to bring loan current
4. Loan Restructure A- Moves past due amounts to the end of the loan
5. Short Sale Agreement A- Lender agrees to sell house for less than owed
6. Deed in Lieu of Foreclosure A- Borrower gives title back to bank w/o foreclosure proceedings and saves credit
7. Prolonging the Foreclosure Process A- A "Buying time A" to stop foreclosure
8. Soldiers and Sailors Relief Act A- Stops payment if active duty in a war zone

We received your information from a database of consumers that inquired regarding an application for credit. We are not offering you any specific terms and we are only attempting to help people in need who are having credit or payment issues. If you are not in need please scroll down to the opt out link at the bottom of this email. Thank You.



Please call us so we can give you FREE information: (866) 749-4916.

**Our Counselors will assist you,**  
The Mason Group "SOLUTIONS"  
924 Balboa Blvd. #614 Encino, CA 91316



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If you would prefer not to receive further messages from this sender, please click on the following Internet link and confirm your request:  
[Click here for www link.](#)  
You will receive one additional e-mail message confirming your removal

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# MASON CAPITAL GROUP

4924 BALBOA BLVD. UNIT 614 ENCINO, CA 91316 PHONE 866.749.4916 FAX 818.827.1878

INVOICE DATE		AGENT NAME
03 / 20 / 2008		ALPHNIA BOONE EXT 5003

FULL NAME	[REDACTED]
STREET ADDRESS	[REDACTED]
CITY, STATE ZIP	[REDACTED]
PHONE	[REDACTED]
FAX	[REDACTED]
EMAIL	[REDACTED]

DESCRIPTION	DATE CHARGED	TOTAL
ONE MONTH MORTGAGE PAYMENT FOR LOSS MITIGATION SVC'S ( BASED ON AFFORDABLE ASSISTANCE ) MORTGAGE ON THE 1 <sup>ST</sup> \$2,456.64 ON THE 2 <sup>ND</sup> \$828.76 LENDER LITTON LOAN ( LOAN MODIFICATION )	MAR 20 <sup>ST</sup> 2008 SPLIT 2 CARDS ( \$3250.00 )	[REDACTED]
I agree to be charged on dates above. (Initial here) <u>ll</u>	<b>TOTAL</b>	<b>\$1,625.00</b>

CREDIT CARD INFORMATION			
PAYMENT TYPE	CHECK #		
( PLEASE CIRCLE PAYMENT TYPE ) ( VISA )    MC    AMEX    DISC	CHECK		
CREDIT CARD #	EXP. DATE	SECURITY CODE	
[REDACTED]	[REDACTED]	742	
NAME ON CARD	[REDACTED]		
ADDRESS ON CARD	[REDACTED]		
CITY, STATE ZIP	[REDACTED]		

APPROVED BY - SIGNATURE	PRINT NAME	DATE
[REDACTED]	[REDACTED]	March 20 <sup>08</sup>

**PLEASE FAX INVOICE BACK TO 818-827-1878**  
IF PAYING BY CHECK PLEASE INCLUDE COPY

National Credit Services, Our primary company will be displayed on you credit card bill. Mason Capital Group, LLC is a division of NCS. Process time can be up to 90 days. See Our Guarantee for details. Process fee non-refundable.

This Agreement and its interpretation, performance and enforcement shall be governed by the laws of the State of California. Exclusive jurisdiction over any action or proceeding arising from or related to this Agreement shall vest in any state or federal court located within Los Angeles County, California, which by statute has subject matter jurisdiction. The prevailing party in any such action or proceeding shall not be entitled to recover its reasonable attorney's fees and costs. Once received, checks may be drafted within 3 to 5 business

**PLAINTIFF'S  
EXHIBIT**

B

**MCG**



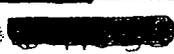
MASON CAPITAL GROUP, LLC  
MORTGAGE HARDSHIP &  
FORECLOSURE SOLUTIONS

MASON CAPITAL GROUP, LLC  
18375 VENTURA BLVD. SUITE 354 TARZANA, CA 91356  
OFFICE (866) 749-4916  
FAX (818) 827-1878 REGISTRATION ONLY  
2<sup>ND</sup> FAX (818) 444-7285 MORTGAGE DOCUMENTS  
[WWW.MASONCAPITALGROUP.ORG](http://WWW.MASONCAPITALGROUP.ORG)

**BORROWER AUTHORIZATION FORM**

Borrower Name: 

Co-borrower: N/A

RE: Lender HARRIS BANK Loan # 85002  (1<sup>ST</sup> mortgage)  
mb financial LOAN# 550000  (2<sup>ND</sup> mortgage)

I hereby authorize Mason Capital Group Capital "Solutions" LLC to contact the above referenced lender regarding my existing mortgage loan for the purpose of negotiating a work-out agreement. I authorize the lender to verify my past and present employment earnings, records, bank accounts, stock holdings and any other asset balances that are needed to process this application. I further authorize the lender to order a consumer credit report (if necessary) and verify other credit information, including past and present mortgage references. It is also understood a copy of this form will serve as authorization.

All information used by Mason Capital Group will only be used in the processing of this application.

Borrower Signature  SS# 

Co-Borrower Signature N/A SS# N/A

PLAINTIFF'S EXHIBIT  
C

DO NOT REFUSE TO BE MODIFIED

# MASON CAPITAL GROUP

4924 Balboa Blvd. Unit 614, Encino, Ca. 91316

Tel. (818) 444-7313 Fax (818) 827-1878

Email - ALPHNIAB@NATIONALCREDITSERVICES.NET

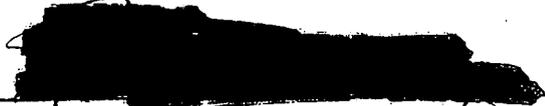
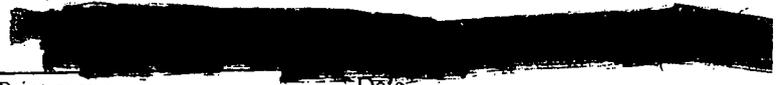
## Our Guarantee to the customers of Mason Capital Group "Solutions"

The Mason Capital Group is managed by a group of mortgage professionals with over 15 years experience in the mortgage industry. We hire and train only the most experienced and professional Loss Mitigation and processing staff.

We guarantee a 100% refund of the (one) month mortgage payment charged for our services, if after 90 days you do not receive one the following solutions from the lender:

- Loan Modification
- Forbearance Agreement
- Reinstatement
- Repayment Plan
- Loan Restructure
- Short Sale Agreement
- Deed in Lieu of Foreclosure
- Soldiers and Sailors Relief Act
- Prolonging the Foreclosure Process

I agree and understand the above guarantee.

X  \_\_\_\_\_  \_\_\_\_\_

Sign Print name Date

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**PLAINTIFF'S EXHIBIT**

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