

FILED - 2
2009 STATE OF ILLINOIS
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-CHANCERY DIVISION
CLERK

THE PEOPLE OF THE STATE OF ILLINOIS,)

Plaintiff,)

-vs-)

NO.

AMERICAN FINANCIAL CORP d/b/a NATIONAL)
FORECLOSURE COUNSELING SERVICES, a)
Delaware Corporation, ROBERT V. DALLAVIA,)
Individually and as Director of AMERICAN FINANCIAL)
CORP d/b/a NATIONAL FORECLOSURE COUNSELING)
SERVICES, and RAYMOND PAULK, Individually and as)
Director of AMERICAN FINANCIAL CORP d/b/a)
NATIONAL FORECLOSURE COUNSELING SERVICES,)

Defendants,)

08CH43254

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 Defendants, AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES, a Delaware Corporation, ROBERT V. DALLAVIA, individually and as Director of AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES, and RAYMOND PAULK, individually and as Director of AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES, 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.* 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 Cook County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, since Defendants are not residents of the State and 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 AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES is a Delaware Corporation with its principal place of business located at 7954 Baymeadows Way, Building 7, Jacksonville, Florida 32256. AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES offers homeownership consultation and mortgage foreclosure rescue services to consumers in the State of Illinois and is therefore 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.

5. Defendants ROBERT V. DALLAVIA and RAYMOND PAULK are the Directors of AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES. DALLAVIA and PAULK participate, manage, control, and have knowledge of the day-to day activities of the company's business, including its homeownership counseling and mortgage foreclosure rescue business. DALLAVIA and PAULK are sued individually, in their capacity as Directors, and as owners of the websites through which Defendants perpetrate mortgage rescue fraud within the state of Illinois. See website domain name registration (Exhibit A)

6. There exists, and, at all times relevant hereto, has existed, a unity of interest between DALLAVIA, PAULK and AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES such that any individuality and separateness of DALLAVIA, PAULK and AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES have ceased to exist. To adhere to such a fiction, would serve to sanction fraud and promote injustice.

7. For purposes of this Complaint for Injunctive and Other Relief, any references to the acts and practices of Defendants shall mean that such acts and practices are by and through the acts of DALLAVIA, PAULK and AMERICAN FINANCIAL CORP d/b/a NATIONAL FORECLOSURE COUNSELING SERVICES' officers, members, owners, directors, employees, or other agents.

TRADE AND COMMERCE

8. 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.

9. Defendants were at all times relevant hereto engaged in trade and commerce in the State of Illinois by advertising, offering for sale, and soliciting distressed property consulting services, which consist of homeownership counseling and mortgage foreclosure rescue services, to the general public of the State of Illinois.

DEFENDANTS' BUSINESS PRACTICES

10. Since at least January 11, 2008 and continuing to date, Defendants advertise to consumers throughout the United States, including Illinois consumers, through the websites www.savinghomesus.com and www.nfcscorp.com.

11. Defendants promote their services to homeowners facing financial hardships. For example, Defendants' website www.nfcscorp.com states that "[o]ur staff is armed with more than 20 years of combined experience to handle your particular case" and www.savinghomesus.com states that their staff "will negotiate with your lender to get you the best possible solution to your foreclosure problem."

12. Defendants promise on www.nfcscorp.com that "[o]ur services are a perfect option for anyone behind on their mortgage payments or looking to avoid foreclosure."

13. On www.nfcscorp.com, Defendants tout that "[w]e have a 98% success ratio and will go to work for you" and on www.savinghomesus.com they also warn consumers that "[t]ime is ticking away"

14. Both websites lists various ways Defendants can help homeowners, including obtaining special forbearance, loan modifications, repayment plans, partial claims, and deed in lieu of foreclosure.

15. The Defendants' websites directs consumers to call 1-800-824-4459.

16. Once a consumer calls the toll free number, Defendants ask a series of questions related to the consumer's mortgage.

17. During subsequent phone calls, the consumer is told that there will be an up-front cost to initiate services.

18. Defendants' "Work Agreement" states there will be a total of \$1250.00 charged as compensation for their services performed in connection with the consumer's delinquent mortgage. *See* Work Agreement (Exhibit B). Defendants will not start working on the consumer's case until payment is received in full.

19. The contract used by Defendants, the "Work Agreement," does not contain the "Notice Required By Illinois Law" or "Notice of Cancellation," as set forth in Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10. *See id.*

20. In addition, Defendants' Work Agreement bars refunds by stating that "[i]f Client seeks independently a solution which NFCS has been hired to perform, then Client forfeits the amount as compensation for services and will agree to pay any outstanding charges owed to NFCS." *See* Exhibit B.

21. According to this language, consumers do not have a right to cancel the transaction at any time until after Defendants have performed all services contracted for in the consultant contract.

22. More specifically, but not by way of limitation, the following allegations in paragraphs 23 through 34 are pled as illustrations of Defendants' unlawful business practices. These illustrations are not meant to be exhaustive. Plaintiff reserves the right to prove that other consumers have been injured as a result of Defendants' unlawful practices and to seek restitution for those consumers.

Mr. and Mrs. Toms

23. In or around February 2004, the Toms obtained mortgage refinancing in the amount of \$203,201.34 for their single family home in Polo, Illinois.

24. In or around January 2008, the Toms fell more than 90 days behind in making their monthly mortgage payments of approximately \$1,400.00.

25. In or around February 2008, the Toms learned of the Defendants company and called Defendants' toll-free number.

26. During the call, Defendants' representative asked the Toms a series of questions about their mortgage, including the number of mortgage payments they were behind, the amount of arrearage that was unpaid, the reason for their financial hardship, and the name of their mortgage lender.

27. When the Toms stated that their lender was Wells Fargo, Defendants' representative informed the Toms it would not be a problem to help them because Defendants had worked with Wells Fargo many times before and had gotten good results for clients.

28. A few days later the Toms later received a packet of information from Defendants, including the Work Agreement. The Work Agreement did not contain the

"Notice Required By Illinois Law" or "Notice of Cancellation," as set forth in Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10.

29. The Agreement also stated that "If Client seeks independently a solution which NFCS has been hired to perform, then Client forfeits the amount as compensation for services and will agree to pay any outstanding charges owed to NFCS."

30. In or around mid February, Defendants' representative called the Toms and stated that the Toms would have to pay \$1250.00 upfront in order for Defendants to begin assisting them.

31. The Toms informed Defendants that they could not come up with so much money at once and that they needed time to think things over.

32. Defendants' representative demanded that the Toms come up with the money or risk losing their home.

33. Between late February 2008 and mid April 2008, Defendants' representatives called the Toms repeatedly demanding the \$1250.00 upfront payment.

34. In or around April 2008, the Office of the Illinois Attorney General began to assist the Toms in obtaining a loan modification for their mortgage.

APPLICABLE STATUTES

35. 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.

36. 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;
- (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;
- (6) assist the owner in foreclosure, loan default, or post-tax sale redemption, period to obtain a loan or advance of funds;
- (8) save the owner’s residence from foreclosure or loss of home due to nonpayment of taxes.

37. 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.

38. 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.

39. 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.

40. 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;

(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.

VIOLATIONS OF THE MORTGAGE RESCUE FRAUD ACT

41. Defendants are “distressed property consultants” as that term is defined under Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5, since they advertise and offer to perform services to stop or postpone a foreclosure sale.

42. Defendants have violated Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10, by using a contract that does not provide:

- a. the requisite “Notice Required by Illinois Law” or
- b. the requisite “Notice of Cancellation.”

43. Defendants have violated Section 15 of the Mortgage Rescue Fraud Act, 765 ILCS 940/15, by including a forfeiture clause in their contract that allows Defendants to retain consumers’ payment even if Defendants does not obtain a solution for the consumer. Section 15 of the Mortgage Rescue Fraud Act provides consumers a right to cancel a foreclosure rescue contract at any time until after the distress property consultant has performed all the services contracted for in the agreement. Defendants’ forfeiture clause attempts to prohibit consumers from exercising that right.

44. Defendants have violated Section 20 of the Mortgage Rescue Fraud Act, 765 ILCS 940/20, which prohibits any attempt to waive the provisions in Section 10 and

15 of the Mortgage Rescue Fraud Act, by including a forfeiture clause that attempts to prohibit consumers from exercising their rights to cancel a mortgage rescue contract.

45. Defendants have violated Section 50 of the Mortgage Rescue Fraud Act, 765 ILCS 940/50, by demanding compensation from consumers for their foreclosure rescue services before fully performing the services.

46. Defendants have violated, and will continue to violate the Illinois Mortgage Rescue Fraud Act through the advertising and claims posted on its websites, www.savinghomesus.com and www.nfescorp.com.

REMEDIES UNDER THE MORTGAGE RESCUE FRAUD ACT

47. 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.

48. 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.

49. 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

WHEREFORE, Plaintiff prays for the following relief:

A. A finding that Defendants have violated Sections 10, 15, 20, and 50 of the Mortgage Rescue Fraud Act;

B. A finding that in violating Sections 10, 15, 20, and 50 of the Mortgage Rescue Fraud Act, Defendants have violated the Consumer Fraud Act;

C. An order preliminarily and permanently enjoining Defendants from the use of acts or practices that violate the Mortgage Rescue Fraud Act, including but not limited to, the unlawful acts and practices specified herein above;

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

E. An order revoking, forfeiting, or suspending any and all licenses, charters, franchises, certificates or other evidence of authority of the Defendants to do business in the State of Illinois;

F. An order to Defendants and their domain name registrars, Register.com, Inc. and Melbourne IT, Ltd, to disable and shut down the websites, www.savinghomesus.com and www.nfescorp.com;

G. An order assessing a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) per violation of the Illinois Consumer Fraud Act found by the Court to have been committed by Defendants with intent to defraud. If the Court finds Defendants have engaged in methods, acts, or practices declared unlawful by the Illinois Consumer Fraud Act without intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000) all as provided in Section 7 of the Illinois Consumer Fraud Act;

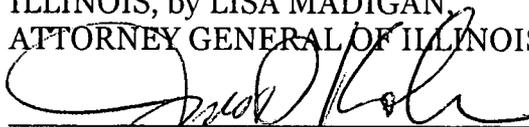
H. An order assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000) per violation of the Illinois Consumer Fraud Act found by the Court to have been committed by Defendants against a person 65 years of age and older as provided in Section 7 of the Illinois Consumer Fraud Act;

I. An order requiring Defendants to pay the costs of the investigation and prosecution of this action as provided under Section 10 of the Illinois Consumer Fraud Act; and

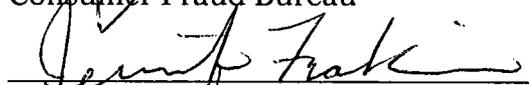
J. An order granting such other relief as this Honorable Court deems just and proper.

Respectfully submitted,

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



JAMES D. KOLE, CHIEF
Consumer Fraud Bureau



JENNIFER D. FRANKLIN
Assistant Attorney General

LISA MADIGAN
Attorney General of Illinois

JAMES D. KOLE, Chief
Consumer Fraud Bureau

JENNIFER D. FRANKLIN
Assistant Attorney General
Consumer Fraud Bureau
100 W. Randolph Street, 12th Floor
Chicago, Illinois 60601
312-814-4984

nfscorp.com is

Reserved

Registrar: REGISTER.COM, INC.

Status:
clientTransferProhibited

Domain options / additional information: *(Click below to expand)*

- + if you own this domain...
- + if you are trying to register/buy this domain...
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[Querying whois.verisign-grs.com]
[whois.verisign-grs.com]Whois Server Version 2.0Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information. Domain Name: NFSCORP.COM

Registrar: REGISTER.COM, INC.
Whois Server: whois.register.com
Referral URL: <http://www.register.com>
Name Server: DNS2.SUPERIOR-IT.COM
Name Server: DNS3.SUPERIOR-IT.COM
Status: clientTransferProhibited
Updated Date: 25-jul-2008
Creation Date: 31-mar-2008

Expiration Date: 31-mar-2013NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

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=====

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Contact: droneteam@corp.web.com

Domain name: nfscorp.com

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[DomainZoo.com, Inc.](#)
[Doregi.com](#)

EXHIBIT

tabbles

A

Registrant Contact:
NationalForeclosureCounselingServices
Raymond Paulk

4043BaymeadowsRoad
Jacksonville, FL 32217
US

Administrative Contact:
RaymondPaulk
Raymond Paulk (bdallavia@savinghomesus.com)
+1.9046193367
4043BaymeadowsRoad
Jacksonville, FL 32217
US

Technical Contact:
RaymondPaulk
Raymond Paulk (bdallavia@savinghomesus.com)
+1.9046193367
4043BaymeadowsRoad
Jacksonville, FL 32217
US

Status: Locked

Name Servers:
dns2.superior-it.com
dns3.superior-it.com

Creation date: 31 Mar 2008 16:34:44
Expiration date: 31 Mar 2013 16:34:44
==--==

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

Visit AboutUs.org for more information about nfcscorp.com

A HREF="http://www.aboutus.org/nfcscorp.com>AboutUs: nfcscorp.com/A

Register your domain name at http://www.register.com

www.	Search
Searches shared database registry and queries appropriate registrar.	

savinghomesus.com is

Reserved

Registrar: MELBOURNE IT, LTD. D/B/A
INTERNET NAMES WORLDWIDE

Status:
clientTransferProhibited

Domain options / additional information: *(Click below to expand)*

- + if you own this domain...
- + if you are trying to register/buy this domain...
- + if you are researching this domain...

[Querying whois.verisign-grs.com]

[whois.verisign-grs.com]Whois Server Version 2.0Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information. Domain Name: SAVINGHOMESUS.COM

Registrar: MELBOURNE IT, LTD. D/B/A INTERNET NAMES WORLDWIDE

Whois Server: whois.melbourneit.com

Referral URL: <http://www.melbourneit.com>

Name Server: NS1.OFFICELIVE.COM

Name Server: NS2.OFFICELIVE.COM

Status: clientTransferProhibited

Updated Date: 10-jan-2008

Creation Date: 10-jan-2008

Expiration Date: 10-jan-2009NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

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[whois.melbourneit.com]

Domain Name savinghomesus.com
Creation Date 2008-01-11
Registration Date..... 2008-01-11
Expiry Date..... 2009-01-11
Organisation Name.... Bob Dallavia
Organisation Address. 8212 White Falls Blvd
Organisation Address. unit 112
Organisation Address. Jacksonville
Organisation Address. 32256
Organisation Address. FL
Organisation Address. UNITED STATES

Admin Name..... Bob Dallavia
Admin Address 8212 White Falls Blvd
Admin Address unit 112
Admin Address..... Jacksonville
Admin Address..... 32256
Admin Address FL
Admin Address UNITED STATES
Admin Email NFCS@Savinghomesus.com
Admin Phone. +1.904-322-7447
Admin Fax.

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[DirectI.com](#)
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[Dodora Unified Comm. Inc.](#)
[Domain Bank, Inc.](#)

Tech Name..... Microsoft Office Live
Tech Address..... One Microsoft Way
Tech Address ..
Tech Address..... Redmond
Tech Address..... 98052
Tech Address..... WA
Tech Address..... UNITED STATES
Tech Email..... support@officelive.com
Tech Phone..... +1.8665915483
Tech Fax.....
Name Server..... ns1.officelive.com
Name Server..... ns2.officelive.com

www:	Search
Searches shared database registry and queries appropriate registrar.	

WORKING AGREEMENT

The undersigned client (referred to as "Client", whether one or more) employs National Foreclosure Counseling Services. (referred to as "Loss Mitigation") located at 4043 Baymeadows Rd Ste C Jacksonville, Fl 32217 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, and guarantees the success of its efforts (subject to no sale date to auction off their home) to avoid the loss of possession of the mortgagee's home through a foreclosure located at:

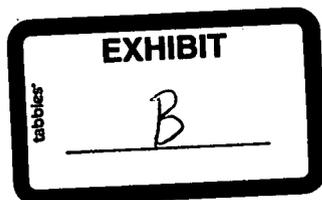
Address	32011 Eagle Point Rd
City	Polo
State	IL
Zip Code	61064
Client	Mable and Harold Toms

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 such as refinancing, investment, or shortsale.

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. NFCS encourages Client to make an independent analysis about whether to seek legal counsel.

CLIENT ACKNOWLEDGES AND AGREES THAT NFCS 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 NFCS. CLIENT UNDERSTANDS THAT REFERRAL TO LEGAL COUNSEL DOES NOT PROHIBITS CLIENT FROM SEEKING AN ATTORNEY OF THEIR CHOICE.

2. **CHARGES:** Client shall pay to National Foreclosure Counseling Services the sum of **\$1250.00** as compensation for services performed in connection with Client's delinquent mortgage. This amount covers all initial expenses incurred by NFCS in effecting a Solution. If this Work Agreement is terminated prior to the conclusion of NFCS 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 NFCS consideration of any Solution. Client further acknowledges that any deposits in trust collected by NFCS can be used to offset any charges owed to NFCS prior to submitting to mortgagee and/or Client.

The amount earned in an initial consideration of a Solution is the initial sum amount stated above. Any additional costs to Client are earned at \$125.00 per hour rate. For example, if an approved Solution is received from mortgagee, investor, government and/or insurer and Client wishes to request another Solution and/or counter proposal, then additional costs will start beyond the initial sum fee. Additionally, if case is older than sixty (60) days from initial assessment by NFCS, the fee is based on an hourly rate after initial 60 days has lapsed. The amount owed will be the initial sum amount stated above or the new calculated amount which ever is greater.

Client understands that, unless there is a sale date on the property during mitigation, the fee is contingent upon successful mitigation and solution by the lender and/or other mortgagor parties. A resolution of Client's mortgage problem can be either a Solution, or with the use of legal counsel, if needed. Additionally, if NFCS 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 which NFCS has been hired to perform, then Client forfeits the amount as compensation for services and will agree to pay any outstanding charges owed to NFCS.

Client understands that failure to comply with any NFCS Solution that Client approved OR non-compliance by Client with NFCS's analysis is NOT

grounds for a refund.

Client acknowledges that they are aware of lender's time requirements and is willing to have their loss mitigation case reviewed and assessed by lender at the risk that the lender may not be willing to review or assess their case due to the lender's time requirement not met as set forth below. Client acknowledges that understand that the outcome will not change any terms set forth in this agreement:

- 3. 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 NFCS 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 NFCS or client forfeits the fee(s) as described above.
 - C. 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 favorable outcome and solution.
 - D. Client understands that any correspondence, court papers, lender agent etc. received in connection to his/her mortgage must be forwarded to our office during the loss mitigation process as follows. Client understands any certified mail notification received is to be picked up immediately by Client and forwarded to NFCS during the mitigation process.
 - E. Client understands that any certified mail received during our involvement with the case must be claimed and forwarded to NFCS promptly. If Client fails to pick up Certified mail then client agrees that such failure to pick up is not the fault or responsibility of NFCS and agree to hold NFCS harmless. Failure to pick up or notify NFCS of certified mail may have significant and unfavorable change in the outcome of Client's loss mitigation case.
 - F. Client understands that remaining funds after offset could be sent to your lender per lender and client's approval.
 - G. Client understands they are to provide necessary information and Client responsibilities which include providing necessary documentation to affect a potential favorable workout options with their mortgage lender or other parties related to their mortgage loan. Failure to provide documentation will be a breach of this work agreement.
- 4. LIABILITY:** Liability of NFCS 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 NFCS. 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 NFCS 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.

5. **DISCLOSURE OF INFORMATION:** Client authorizes NFCS 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 NFCS in representing Client.
6. Client acknowledges and agrees that if my account is placed in the hands of an attorney and/or collection agency for collection, I 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.
7. 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 NFCS in enforcing or defending any provision of this Work Agreement or any dispute arising from or related to this Work Agreement if NFCS is the prevailing or successful party in such action(s).
8. Client understands that National Foreclosure Counseling Services is a private Florida corporation and is not affiliated with any government organization.

Executed this _____ day of _____, 20_____.

Client Signature MABEL E TOMS

(Print Name) ~~MABEL E TOMS~~ Mabel E Toms

Client Signature Harold L. Toms

(Print Name) HAROLD L. TOMS