

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

**FILED**  
10/16/16 AM 9:52  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.  
DOROTHY BROWN  
CLERK

THE PEOPLE OF THE STATE OF ILLINOIS, )

Plaintiffs, )

-vs- )

OPPORTUNITY CONSULTANTS, INC., an Illinois )  
Corporation; JUAN C. RODRIGUEZ, individually, )  
and as owner, agent, and president of OPPORTUNITY )  
CONSULTANTS, INC.; and MIRTA DEUS a/k/a )  
MIRTA TOMLINSON, individually, and as director )  
and as an agent of OPPORTUNITY CONSULTANTS, )  
INC. )

Defendants. )

NO.

10CH25659

**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

NOW COMES the Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of Illinois, and brings this action complaining of OPPORTUNITY CONSULTANTS, INC., an Illinois Corporation (hereinafter "OPPORTUNITY CONSULTANTS"), JUAN C. RODRIGUEZ (hereinafter "RODRIGUEZ"), individually and as owner, agent, and president of OPPORTUNITY CONSULTANTS, MIRTA DEUS a/k/a MIRTA TOMLINSON (hereinafter "TOMLINSON"), individually and as director and as an agent of OPPORTUNITY CONSULTANTS, 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, acting in the public interest, pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* ("Consumer Fraud Act,"), the Credit Services Organization Act, 815 ILCS

605/1 *et seq.*, the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, and her common law authority as Attorney General to represent the People of the State of Illinois to restrain the use of unfair or deceptive acts or practices.

2. Venue for this action properly lies in Cook County, Illinois, pursuant to sections 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that some of the transactions complained of herein, out of which this action arose occurred in Cook County, Illinois.

### **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 Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, the Credit Services Organization Act, 815 ILCS 605/1 *et seq.*, and the Mortgage Rescue Fraud Act 765 ILCS 940/1 *et seq.*

4. Defendant OPPORTUNITY CONSULTANTS, INC. is an Illinois corporation that was incorporated on November 12, 2008 and has its principal place of business at 815 North Larkin Avenue, Joliet, Illinois 60435. Defendants engaged in the business of mortgage distressed property consultants as defined in Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5. Defendants also operated as a credit services organization as defined in Section 3(d) of the Credit Services Organization Act, 815 ILCS 605/3(d). Defendants are not and have never been registered with the Illinois Secretary of State as a credit services organization, as required by Section 9 of the Credit Services Organization Act, 815 ILCS 605/9. Defendants also failed to secure the statutorily required \$100,000 surety bond and to file a copy of the surety bond with the Secretary of State before taking upfront fees, as required by section 10 of the Credit Services Organization Act, 815 ILCS 605/10. *See* Secretary of State Certificate (attached as Exhibit 1).

5. Defendant JUAN C. RODRIGUEZ is the owner, agent and president of

OPPORUTNITY CONSULTANTS. RODRIGUEZ participates, manages, controls, and has knowledge of the day-to-day activities of the company's business, including its loan modification and credit repair services. RODRIGUEZ is sued individually and in his capacities as an owner, agent and president of OPPORTUNITY CONSULTANTS.

6. There exists, and, at all times relevant hereto, has existed, a unity of interest between RODRIGUEZ and OPPORTUNITY CONSULTANTS such that any individuality and separateness of RODRIGUEZ and OPPORTUNITY CONSULTANTS have ceased to exist. To adhere to such a fiction, would serve to sanction fraud and promote injustice.

7. Defendant MIRTA DEUS a/k/a MIRTA TOMLINSON is the director and an agent of OPPORUTNITY CONSULTANTS. TOMLINSON participates, manages, controls, and has knowledge of the day-to-day activities of the company's business, including its loan modification and credit repair services. TOMLINSON is sued individually and in her capacities as an agent and director of OPPORTUNITY CONSULTANTS.

8. There exists, and, at all times relevant hereto, has existed, a unity of interest between TOMLINSON and OPPORTUNITY CONSULTANTS such that any individuality and separateness of TOMLINSON and OPPORTUNITY CONSULTANTS have ceased to exist. To adhere to such a fiction, would serve to sanction fraud and promote injustice.

9. 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 RODRIGUEZ, TOMLINSON, and OPPORTUNITY CONSULTANTS' officers, members, owners, representatives, directors, employees, agents, all persons or entities directly or indirectly under Defendants' control, and all persons or entities in concert or in active participation with Defendants.

10. Defendant OPPORTUNITY CONSULTANTS, Defendant JUAN C. RODRIGUEZ, and Defendant MIRTA DEUS a/k/a MIRTA TOMLINSON are hereinafter collectively referred to as "Defendants."

### **PUBLIC INTEREST**

11. The State of Illinois and its citizens are and will be adversely impacted by Defendant's unfair and deceptive practices as alleged in this Complaint. Therefore, the Illinois Attorney General brings this action to the public interest of the citizens of the State of Illinois.

### **TRADE AND COMMERCE**

12. Subsection 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.

13. Defendants were at all times relevant hereto engaged in trade and commerce in the State of Illinois by advertising, soliciting, offering for sale and selling loan modification and credit repair services to the general public of the State of Illinois.

### **DEFENDANTS' BUSINESS PRACTICES**

14. Since at least 2008 and continuing to date, Defendants have been engaged in, and are presently engaged in offering loan modification and credit repair services to Illinois homeowners who are facing financial hardship and/or are in foreclosure.

15. Defendants promote these services via the internet, through their website <http://opportunityconsultantsinc.com>.

16. Defendants' website lists the services they offer, and states, in relevant part, the

following:

**“Modification**

We can Help.....call us to schedule an appointment to see what is the best choice to change the loan that you currently have.

A Loan Modification is a permanent change in one or more of the terms of a mortgagor's loan, allows the loan to be reinstated, and results in a payment the mortgagor can afford.”

17. Defendants TOMLINSON and/or RODRIGUEZ also go door-to-door to solicit potential consumers.

18. Then, Defendants TOMLINSON and RODRIGUEZ would meet with consumers at Defendants' place of business or at the consumers' homes.

19. At this meeting, Defendants explain their services, promising to lower the consumers' mortgage interest rate and/or monthly mortgage payment.

20. Defendants then demand and collect a \$450 non-refundable application fee.

21. Defendants' requirement of a \$450 upfront application fee, taken prior to completing services, violates Section 50(a) of the Mortgage Rescue Fraud Act, 765 ILCS 940/50(a) and Section 5(1) of the Credit Services Organization Act, 815 ILCS 605/5(1), because Defendants failed to post the requisite surety bond with the Illinois Secretary of State.

22. After paying the \$450 application fee, Defendants sometimes continue to demand and collect additional monies from consumers.

23. However, Defendants fail to disclose to consumers that they are neither registered as a credit services organization nor have a surety bond allowing them to charge an upfront fee as required by Sections 9 and 10 of the Credit Services Organization Act, 815 ILCS 605/9, 10. *See* Secretary of State Certificate (attached as Exhibit 1).

24. In some instances, Defendants fail to provide consumers with a written contract,

even after demanding and collecting monies from consumers.

25. In other instances, Defendants provide consumers with a "Work Agreement," attached herein as Exhibit 2.

26. Defendants' Work Agreement states in relevant part that the fee is "non-refundable," which constitutes an attempt by Defendants to induce consumers to waive their cancellation rights in violation of Section 20(b) of the Mortgage Rescue Fraud Act, 765 ILCS 940/20(b).

27. Such a statement is contrary to the provisions of Section 15 of the Mortgage Rescue Fraud Act, 765 ILCS 940/15, which provides consumers a right to cancel the transaction at any time until after the distressed property consultant has performed all services contracted for in the consultant contract.

28. This statement is also contrary to Section 50(a)(7) of the Mortgage Rescue Fraud Act, 765 ILCS 940/50, which prohibits distressed property consultants from inducing consumers to waive their cancellation rights.

29. Defendants fail to provide consumers with a statement containing a complete and detailed description of the services they are to perform and the total cost to the consumers for said services prior to executing a contract or agreement with consumers, as required by Section 6 of the Credit Services Organization Act, 815 ILCS 605/6(4).

30. Defendants also fail to provide consumers with a "Notice of Cancellation" as set forth in Section 7 of the Credit Services Organization Act, 815 ILCS 605/7.

31. Additionally, Defendants fail to provide consumers with the required "Notice Required by Illinois Law" and "Notice of Cancellation," as set forth in Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10

32. Likewise, Defendants fail to provide consumers with a "Notice of Cancellation" informing consumer of the right to cancel the transaction within three days when entering into written work agreements for services over \$25 while physically present in the consumer's residences, as required by Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B.

33. In many instances, when Defendants conduct retail transactions in Spanish and Defendants acted as his Spanish-English interpreter, Defendants fail to provide consumer with a disclosure stating that the transaction was conducted in Spanish; the consumer voluntarily chose to have the retailer act as his interpreter; the written agreement was explained to consumer and the consumer understood the written agreement, as required by Section 2N of the Consumer Fraud Act, 815 ILCS 505/2N.

34. Defendants frequently fail to achieve the results promised to consumers and do not provide loan modification assistance and/or credit repair services.

35. In some instances, consumers who paid an "application fee" attempted to contact Defendants by telephone to request that Defendants either return their money or provide the requested services, but they were unsuccessful in obtaining performance of the contracted services from Defendants or acquiring their refund.

#### **APPLICABLE STATUTES**

36. Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, provides as follows:

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.

37. Section 2N of the Consumer Fraud Act, 815 ILCS 505/2N, states in relevant part:

(a) If (i) a person conducts, in a language other than English, a retail transaction or negotiations related to a retail transaction resulting in a written contract and (ii) the consumer used an interpreter other than the retailer or an employee of the retailer in conducting the transaction or negotiations, the retailer must have the consumer and the interpreter sign the following forms:

I, (name of consumer), used (name of interpreter) to act as my interpreter during this retail transaction or these negotiations. The obligations of the contract or other written agreement were explained to me in my native language by the interpreter. I understand the contract or other written agreement.

(signature of consumer)  
(relationship of interpreter to consumer)

I, (name of interpreter), acted as interpreter during this retail transaction or these negotiations. The obligations of the contract or other written agreement were explained to (name of consumer) in the consumer's native language. I understand the contract or other written agreement.

(signature of interpreter)  
(relationship of interpreter to consumer)

(b) If (i) a person conducts, in a language other than English, a retail transaction or negotiations related to a retail transaction resulting in a written contract and (ii) the retailer or an employee of the retailer acted as the consumer's interpreter in conducting the transaction or negotiations, the retailer must have the consumer sign the following form in the consumer's native language (except as provided in subsection (c)):

This retail transaction or these negotiations were conducted in (language), which is my native language. I voluntarily choose to have the retailer act as my interpreter during the negotiations. The obligations of the contract or other written agreement were explained to me in my native language. I understand the contract or other written agreement.

(signature of consumer) (signature of retailer)

38. Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B, states in relevant part:

Where a sale of merchandise involving \$25 or more is made or contracted to be made whether under a single contract or under multiple contracts, to a

consumer by a seller who is physically present at the consumer's residence, that consumer may avoid the contract or transaction by notifying the seller within 3 full business days following that day on which the contract was signed or the sale was made and by returning to the person, in its original condition, any merchandise delivered to the consumer under the contract or sale. At the time the transaction is made or the contract signed, the person shall furnish the consumer with a fully completed receipt or contract pertaining to the transaction, in substantially the same language as that principally used in the oral presentation to the consumer, containing a "Notice of Cancellation" informing the consumer that he may cancel the transaction at any time within 3 days and showing the date of the transaction with the name and address of the person, and in immediate proximity to the space reserved in the contract for the consumer's signature or on the front page of the receipt if a contract is not used, a statement which shall be in bold face type, in at least 10-point type and in substantially the following form:

"YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

Attached to the receipt or contract shall be a completed form in duplicate, captioned "NOTICE OF CANCELLATION" which shall be easily detachable and which shall contain in 10 point bold face type the following information and statements in the same language as that used in the contract:

#### NOTICE OF CANCELLATION

(enter date of transaction).....(Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU UNDER THE CONTRACT OR TRANSACTION WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER

THIS CONTRACT OR TRANSACTION, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO (Name of seller), AT (address of seller's place of business) NOT LATER THAN MIDNIGHT OF (date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) .....  
.....(Buyer's signature)

39. 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 30 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;

(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.

"Service" means, without limitation, any of the following:

(1) debt, budget, or financial counseling of any type;

(2) receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a lien on a distressed property;

(3) contacting creditors on behalf of an owner of a residence that is distressed property;

(4) arranging or attempting to arrange for an extension of the period within which the owner of a distressed property may cure the owner's default and reinstate his or her obligation;

(5) arranging or attempting to arrange for any delay or postponement of the time of sale of the distressed property;

(6) advising the filing of any document or assisting in any manner in the preparation of any document for filing with any court; or

(7) giving any advice, explanation, or instruction to an owner of a distressed property that in any manner relates to the cure of a default or forfeiture or to the postponement or avoidance of sale of the distressed property.

40. 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.

41. 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.

42. Section 20 of the Mortgage Rescue Fraud Act, 765 ILCS 940/20, states in relevant

part:

(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.

43. Section 50(a) of the Mortgage Rescue Fraud Act, 765 ILCS 940/50(a), 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;

(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.

44. Section 3(d) of the Credit Services Organization Act, 815 ILCS 605/3(d), defines

“credit services organization” as follows:

“Credit Service Organization” means a person who, with respect to the extension of credit by others and in return for the payment of money or other valuable consideration, provides or represents that the person can or will provide any of the following services:

- (i) improving a buyer’s credit record, history, or rating;
- (ii) obtaining an extension of credit for a buyer; or
- (iii) Providing advice or assistance with respect to either (i) or (ii),

45. Section 5 of the Credit Services Organization Act, 815 ILCS 605/5(1), provides in

relevant part:

No credit services organization, its salespersons, agents or representatives, or any independent contractor who sells or attempts to sell the services of a credit services organization, shall:

- (1) charge or receive money or other valuable consideration prior to full and complete performance of the services the credit services organization has agreed to perform for or on behalf of the buyer, *unless the credit services organization has, in conformity with Section 10 of this Act, obtained a surety company licensed to do business in the state.*  
(*Emphasis added*).

46. Section 6 of the Credit Services Organization Act, 815 ILCS 605/6, provides in

relevant part:

Before the execution of a contract or other form of agreement between a buyer and a credit services organization or before the receipt by any such organization of money or other valuable consideration, whichever occurs first, such organization shall provide the buyer with a statement, in writing,

containing the following:

- (4) a complete and detailed description of the services to be performed by the credit services organization and the total cost to the buyer for such services;
- (6) a statement asserting the buyer's right to proceed against the surety bond required under Section 10; and
- (7) the name and business address of any such surety company together with the name and the number of the account.

47. Section 7 of the Credit Services Organization Act, 815 ILCS 605/7, provides in relevant part:

(a) Each contract between the buyer and credit services organization for the purchase of the services of the credit services organization shall be in writing, dated, signed by the buyer, and shall include:

(1) a conspicuous statement in boldfaced type, in immediate proximity to the space reserved for the signature of the buyer, as follows:

"You, the buyer, may cancel this contract at any time before midnight of the third day after the date of the transaction. See attached notice of cancellation form for an explanation of this right;"

(2) the terms and conditions of payment, including the total of all payments to be made by the buyer, whether to the credit services organization or to another person;

(3) a full and detailed description of the services to be performed by the credit services organization for the buyer, including all guarantees and all promises of full or partial refunds, and the estimated date by which the services are to be performed or the estimated length of time for performing the services; and

(4) the address of the credit services organization's place of business and the name and address of its agent in the State authorized to receive service of process.

(b) The contract must have two easily detachable copies of a notice of cancellation. The notice must be in boldfaced type and in the following form:

**"Notice of Cancellation"**

**"You may cancel this contract, without any penalty or obligation, within three**

days after the contract is signed.

If you cancel, any payment made by you under this contract will be returned within 10 days after the date of receipt by the seller of your cancellation notice.

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

(Name of seller) at (address of seller) (place of business) not later than midnight (date).

I hereby cancel this transaction.”

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser's signature)

(c) The credit services organization shall give to the buyer a copy of the completed contract and all other documents the credit services organization requires the buyer to sign at the time they are signed.

48. Section 9 of the Credit Services Organization Act, 815 ILCS 605/9, provides in relevant part:

(a) A credit services organization shall file a registration statement with the Secretary of State before conducting business in this State. The registration statement shall contain:

- (1) the name and address of the credit services organization;
- (2) the name and address of the registered agent authorized to accept service of process on behalf of the credit services organization;
- (3) the name and address of any person who directly or indirectly owns or controls 10 percent or more of the outstanding shares of stock in the credit services organization; and
- (4) the name, numbers, and location of the surety company issuing a surety bond maintained as required by Section 10 of this Act.

(b) The registration statement must also contain either:

- (1) a full and complete disclosure of any litigation or unresolved complaint filed with a governmental authority of this State, any other state or the United States relating to the operation of the credit services

organization; or

(2) a notarized statement that states that there has been no litigation or unresolved complaint filed with a governmental authority of this State, any other state or the United States relating to the operation of the credit services organization.

49. Section 10 of the Credit Services Organization Act, 815 ILCS 605/10, provides in relevant part:

If a credit services organization is required to obtain a surety bond pursuant to paragraph (1) of Section 5 of this Act, the following procedures are applicable:

(a) If a bond is obtained, a copy of it shall be filed with the Office of the Secretary of State.

(b) The required bond shall be in favor of the State of Illinois for the benefit of any person who is damaged by any violation of this Act. The bond shall also be in favor of any person Damaged by such practices....

(c) The bond shall be in the amount of \$100,000 and shall be maintained for a period of 2 years after the date that the credit services organization ceases operations.

### **STATUTORY REMEDIES**

50. 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.

51. 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.

52. 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.

53. Section 8 of the Credit Services Organization Act, 815 ILCS 605/8, provides:

Any contract for services which does not comply with applicable provisions of this article shall be void and unenforceable as contrary to public policy. Any waiver by a buyer of the provisions of this Act shall be deemed void and unenforceable by a credit services organization as contrary to public policy. Any attempt by a credit services organization to have a buyer waive rights granted by his Act shall constitute a violation of this Act.

54. Section 12 of the Credit Services Organization Act, 815 ILCS 605/12, provides:

The Attorney General, the State's Attorney of any county, or a buyer may bring an action in a circuit court to enjoin a violation of this Act. In addition to any injunction, the Attorney General or any State's Attorney of any county, in the name of the People of the State of Illinois, may seek to recover damages pursuant to this Act.

55. Section 15 of the Credit Services Organization Act, 815 ILCS 605/15, provides:

The remedies provided in this Act are in addition to other remedies provided

by law. A violation of this Act shall also constitute a violation of the Consumer Fraud and Deceptive Business Practices Act.

## **VIOLATIONS OF THE LAW**

### **COUNT I**

#### **CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

56. Defendants, in their course of advertising, offering for sale and selling loan modification services and credit repair, have engaged in a course of trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act by engaging in the following acts and practices:

- a. accepting monies from consumers and then failing to provide consumers the promised services or any services at all;
- b. representing to consumers that Defendants can assist homeowners with loan modifications, when in fact Defendants fail to complete – or even start – the loan modification process, putting consumers at risk of losing their homes; and
- c. failing to refund consumers' money even when defendants fail to perform or are unsuccessful in performing loan modification or credit repair services.

57. Defendants have engaged in trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2 *et seq.*, by offering and providing credit repair services to consumers, but then:

- a. failing to disclose to consumers that Defendants are not and have never been a lawfully registered credit services organization;
- b. failing to provide consumers with a statement containing a complete and detailed description of the services Defendants are to perform and the total cost to

consumers for said services prior to executing a contract or an agreement, as required by the Credit Services Organization Act;

- c. accepting an upfront fee from consumers without obtaining and posting the surety bond required by the Credit Services Organizations Act.

58. Defendants have engaged in trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2 *et seq.* by offering and providing distressed property consultation services to consumers, but then:

- a. failing to provide the requisite "Notice Required by Illinois Law" under the Mortgage Rescue Fraud Act;
- b. failing to provide the requisite "Notice of Cancellation" under the Mortgage Rescue Fraud Act;
- c. demanding, charging, collecting and/or receiving compensation from consumers for their homeownership consultation and/or foreclosure rescue services before fully performing any services, in violation of the Mortgage Rescue Fraud Act; and
- d. including a forfeiture clause in their contracts, constituting an attempt to induce consumers to waive their cancellation rights in violation of the Mortgage Rescue Fraud Act.

59. Defendants have engaged in trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under Section 2N of the Consumer Fraud Act, 815 ILCS 505/2N, by conducting retail transactions in Spanish where Defendants acted as Spanish-English interpreters, but then failing to provide consumers with a disclosure stating that the transaction was conducted in Spanish, that they voluntarily chose to have Defendants act as their

interpreter and that the written contract was explained to them and that they understood the written agreement.

60. Defendants have engaged in trade or commerce which constitutes unfair and deceptive acts or practices as declared unlawful under Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B, by contracting for services for an amount over \$25 while physically present in the consumers' residences without providing the consumer with a Notice of Cancellation informing consumers of their right to cancel the transaction within three days.

**PRAYER FOR RELIEF**

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

A. A finding that Defendants OPPORTUNITY CONSULTANTS, RODRIGUEZ and TOMLINSON have engaged in trade or commerce within the meaning of Section 2 of the Consumer Fraud Act;

B. A finding that Defendants have violated Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by, but not limited to, the unlawful acts and practices alleged herein;

C. A finding that Defendants have violated Section 2N of the Consumer Fraud Act, 815 ILCS 505/2N, by, but not limited to, the unlawful acts and practices alleged herein;

D. A finding that Defendants have violated Section 2B of the Consumer Fraud Act, 815 ILCS 505/2B, by, but not limited to, the unlawful acts and practices alleged herein;

E. An order preliminarily and permanently enjoining Defendants from engaging in the business of assisting consumers with distressed property consulting or credit repair services in or from the State of Illinois;

F. An order preliminarily and permanently enjoining Defendants from engaging in the unlawful acts and practices alleged in the Complaint;

G. An order that Defendants identify all Illinois consumers who have entered into contracts with or paid application fees to Defendant relating to loan modifications and/or credit repair services since 2008;

H. An order declaring that all contracts entered into between Defendants and Illinois consumers by use of methods and practices declared unlawful are rescinded;

I. 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;

J. An order that Defendants disable and permanently shut down the website, <http://opportunityconsultantsinc.com>;

K. An order assessing a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) per violation of the Consumer Fraud Act found by the Court to have been committed by the Defendants with intent to defraud; if the Court finds the Defendants have engaged in methods, acts or practices declared unlawful by the Act without the intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000), all as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

L. An order assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000) per violation of the Consumer Fraud Act found by the Court to have been committed by the Defendants against a person 65 years of age and older as provided in Section 7(c) of the Consumer Fraud Act, 815 ILCS 505/7(c);

M. An order requiring the Defendants to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act, 815 ILCS 505/10; and

- N. An order requiring Defendants to pay full restitution to Illinois consumers; and
- O. An order granting such other relief as this Honorable Court deems just and proper.

## COUNT II

### MORTGAGE RESCUE FRAUD ACT

61. Plaintiff re-alleges and incorporates Paragraphs 1–60 as Paragraph 61 of Count II.

62. Defendants at all relevant times operated as “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 loan modification services to avoid foreclosure or assist consumers in avoiding a sheriff’s sale and/or in reinstating their loan.

63. Defendants have violated Section 10 of the Mortgage Rescue Fraud Act, 765 ILCS 940/10, by using a contract that does not provide either the “Notice to Illinois Consumers” and/or “Notice of Cancellation” required by that section.

64. Defendants have violated Section 15 of the Mortgage Rescue Fraud Act, 765 ILCS 940/15, by including a “fee non-refundable” clause in their contract that allows Defendants to retain consumers’ payments. Section 15 of the Mortgage Rescue Fraud Act provides consumers a right to cancel a foreclosure contract at any time, until the distressed property consultant has performed all the services as contracted. Defendants’ “fee non-refundable” clause attempts to prohibit consumers from exercising that right.

65. Defendants have violated Sections 20(b) and 50(a)(7) of the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, by including a no refund clause in their Work Agreement, constituting an attempt to induce consumers to waive their cancellation rights. Sections 20(b) and 50(a)(7) of the Mortgage Rescue Fraud Act state that any attempt by a distressed property consultant to induce an owner to waive rights under the Act is a violation of the Act.

66. Defendants have violated Section 50(a)(1) of the Mortgage Rescue Fraud Act, 765 ILCS 940/50(a), by claiming, demanding, charging, collecting, and receiving compensation before fully performing the services.

67. Defendants have violated Section 20(b) and 50(a)(7) of the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, by including a provision in its contract allowing it to collect a fee from consumers prior to beginning negotiations with lenders, when Section 50(a)(1) expressly prohibits distressed property consultants from charging, collecting or receiving any compensation until after fully performing all promised services. Sections 20 and 50(a)(7) of the Mortgage Rescue Fraud Act state that any attempt by a distressed property consultant to induce an owner to waive rights under the Act is a violation of the Act.

68. Defendants have violated Section 50(a)(7) of the Mortgage Rescue Fraud Act, 765 ILCS 940/50(a)(7), by inducing or attempting to induce consumers to waive the cancellation provisions in 765 ILCS 940/15.

**PRAYER FOR RELIEF**

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

- A. A finding that Defendants are “distressed property consultants” as defined by Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5;
- B. A finding that Defendants have violated Sections 10, 15, 20(b), 50(a)(1) and 50(a)(7) of the Mortgage Rescue Fraud Act, 765 ILCS 940/1 *et seq.*, by, but not limited to, the unlawful acts and practices alleged herein;
- C. A finding that in violating the Mortgage Rescue Fraud Act, Defendants have thereby violated the Consumer Fraud Act;
- D. 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;

E. An order preliminarily and permanently enjoining Defendants from engaging in any business which constitutes “distressed property consulting” as defined by Section 5 of the Mortgage Rescue Fraud Act, 765 ILCS 940/5, in or from the State of Illinois;

F. An order that Defendants identify all Illinois consumers who have entered into contracts with or paid application fees to Defendant relating to loan modifications and/or credit repair services since 2008;

G. An order declaring that all contracts entered into between Defendants and Illinois consumers by use of methods and practices declared unlawful are rescinded;

H. 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;

I. An order that Defendants disable and permanently shut down the website <http://opportunityconsultantsinc.com>;

J. An order assessing a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) per violation of the Act found by the Court to have been committed by Defendants with the intent to defraud; if the Court finds that Defendants have engaged in methods, acts or practices declared unlawful by the Act without the intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000), all as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

K. An order assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000) per violation of the 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 Consumer Fraud Act.;

L. An order requiring Defendants to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act, 815 ILCS 505/10;

M. An order requiring Defendants to pay full restitution to consumers; and

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

### **COUNT III**

#### **THE CREDIT SERVICES ORGANIZATION ACT**

69. Plaintiff re-alleges and incorporates Paragraphs 1–68 as Paragraph 69 of Count III.

70. Defendants, at all times relevant hereto, operated as a credit services organization pursuant to the definition of such, found at Section 3(d) of the Credit Services Organization Act, 815 ILCS 605/3(d), since Defendants represent that they can negotiate with creditors to restore the consumer's credit score and help consumers preserve their credit rating.

71. Defendants have violated Section 5(1) of the Credit Services Organization Act, 815 ILCS 605/5(1), by charging or receiving money or other valuable consideration prior to full and complete performance of services without having the required \$100,000 surety bond.

72. Defendants have violated Section 6 of the Credit Services Organization Act, 815 ILCS 605/6, by failing to provide consumers with a contract containing a complete and detailed description of the services Defendants are to perform and the total cost to consumers for said services.

73. Defendants have violated Section 7 of the Credit Services Organization Act, 815 ILCS 605/7, by failing to provide consumers with the required "Notice of Cancellation."

74. Defendants have violated Section 9 of the Credit Services Act, 815 ILCS 605/9, by failing to file a registration statement with the Illinois Secretary of State, Index Division.

75. Defendants have violated Section 10 of the Credit Services Organization Act, 815 ILCS 605/10, by failing to post a copy of the \$100,000 surety bond with the Illinois Secretary of State, Index Division, prior to charging an upfront fee.

**PRAYER FOR RELIEF**

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

A. A finding that Defendants are operating a “credit services organization” as defined in Section 3(d) of the Credit Services Organization Act, 815 ILCS 605/3(d);

B. A finding that Defendants have violated Sections 5(1), 6, 7, 9 and 10 of the Credit Services Organization Act, 815 ILCS 605/5(1), 6, 7, 9 and 10, by, but not limited to, the unlawful acts and practices alleged herein;

C. A finding that in violating the Credit Services Organization Act, Defendants have, thereby, violated the Consumer Fraud Act;

D. An order preliminary and permanently enjoining Defendants from violating any and all sections of the Credit Services Organization Act, 815 ILCS 605/1 *et seq.*, including but not limited to, the unlawful acts and practices specified herein;

E. An order preliminarily and permanently enjoining Defendants from engaging in any business which constitutes a “credit services organization” as defined by Section 3(d) of the Credit Services Organization Act, 815 ILCS 605/3(d), in or from the State of Illinois;

F. An order that Defendants identify all Illinois consumers who have entered into contracts with or paid application fees to Defendant relating to loan modifications and/or credit repair services since 2008;

G. Declaring all contracts entered into between Defendants and Illinois consumers to be void and unenforceable as contrary to public policy;

H. That Defendants disable and permanently shut down the website, <http://opportunityconsultantsinc.com>;

I. Assessing a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) per violation of the Act found by the Court to have been committed by Defendants with the intent to defraud; if the Court finds that Defendants have engaged in methods, acts or practices declared unlawful by the Act without the intent to defraud, then assessing a statutory civil penalty of Fifty Thousand Dollars (\$50,000), all as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

J. Assessing an additional civil penalty in the amount of Ten Thousand Dollars (\$10,000) per violation of the 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 Consumer Fraud Act;

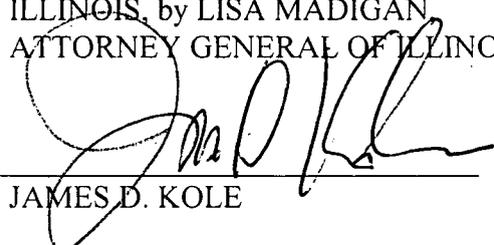
K. Requiring Defendants to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act, 815 ILCS 505/10;

L. Requiring Defendants to pay full restitution to Illinois consumers; and

M. 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

BY:

  
\_\_\_\_\_  
JAMES D. KOLE

Consumer Fraud Bureau, Chief



CECILIA ABUNDIS  
Assistant Attorney General  
Consumer Fraud Bureau

Attorney No. #99000

**LISA MADIGAN**  
Illinois Attorney General

**JAMES D. KOLE, Chief**  
Consumer Fraud Bureau

**CECILIA ABUNDIS**  
**JUNKO MINAMI**  
Assistant Attorney General  
Consumer Fraud Bureau  
100 W. Randolph St., 12<sup>th</sup> floor  
Chicago, IL 60601  
312/814-3000



State of Illinois  
Executive Department

## CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, JESSE WHITE, Secretary of State of the State of Illinois, do hereby certify that a search of the Credit Services Organizations records of this office indicates that **Opportunity Consultants, Inc., Juan C. Rodriguez and Mirta Tomlinson**, has not filed a Registration Statement or Bond, pursuant to the "Credit Services Organizations Act", 815 ILCS 605/1 et. seq.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield, Illinois on **June 10, 2010**.

*Jesse White*

SECRETARY OF STATE



# OPPORTUNITY CONSULTANTS INC.

## FINANCIAL SERVICES

### "When Time Matters"

#### WORK AGREEMENT

THIS AGREEMENT Date this 6 day of 4, 2009 by and between Illinois Consultant Services, Inc. hereinafter referred to as "Consultant", and [REDACTED] hereinafter referred to as "Client"

Address: [REDACTED] City: [REDACTED] State: Ill. ZIP: [REDACTED]

Phone Home: [REDACTED] Work: [REDACTED] Other: [REDACTED]

SSN of Client: [REDACTED] Date of Birth: [REDACTED]

SSN of Client: [REDACTED] Date of Birth: [REDACTED]

*Evmenia Servicing*

**FIRST MORTGAGE** Lender: [REDACTED]

Account: [REDACTED] Phone: [REDACTED] Contact: [REDACTED]

Years Owned Home: [REDACTED] Original Balance: [REDACTED] Current Balance: [REDACTED] Current Value: [REDACTED]

Purchase Price: [REDACTED] Delinquency: [REDACTED] Monthly Payment: ~~779.20~~ 779.20

#### **SECOND MORTGAGE**

Loan Company: [REDACTED] Rate: [REDACTED] % Delinquency: [REDACTED] Current Balance: [REDACTED] Monthly Payment: ~~340.39~~ 340.39

#### **INCOME HISTORY**

Client's Employer: [REDACTED] Position: [REDACTED] How Long? [REDACTED] Gross Income: [REDACTED]

Spouse's Employer: [REDACTED] Position: [REDACTED] How Long? [REDACTED] Gross Income: [REDACTED]

Other Income: [REDACTED] Checking Account: [REDACTED] Savings Account: [REDACTED] Other Cash on Hand: [REDACTED]

#### **SERVICES PERFORMED**

- |   |   |
|---|---|
| <input type="checkbox"/> Review foreclosure notice for any inaccuracies               | <input type="checkbox"/> Check on any pending sale date of property notice                                |
| <input type="checkbox"/> Continual consultation for proposed solution                 | <input type="checkbox"/> Consultation on financial and business matters                                   |
| <input type="checkbox"/> Represent client on all phone call inquiries                 | <input type="checkbox"/> Negotiate with creditors and restore client's credit needs                       |
| <input type="checkbox"/> Reply to all correspondence related to monies due collection | <input checked="" type="checkbox"/> Assist on repayment plan if needed                                    |
| <input type="checkbox"/> Inspection of property, and recommend improvement            | <input type="checkbox"/> Search a title, liens, judgments, taxes, insurance and all financial obligations |
| <input type="checkbox"/> Onsite walk through to ascertain current value               | <input checked="" type="checkbox"/> Assistance in avoiding foreclosure and sheriff's sale of property     |
| <input type="checkbox"/> Clean up incorrect credit reports as per client information  |   |

By exploring these relief and workout options with the borrower(s), we achieve a positive outcome by:

- Helping the borrower reinstate the mortgage and remain in the home.
- Helping the borrower avoid foreclosure and the possibility of a deficiency judgment.
- Helping the borrower preserve his or her credit rating.
- Cure the delinquency and restore the loan to a performing status, reducing credit loss.

Best Explanation of Past or Present Credit Problems, if Any: [REDACTED]

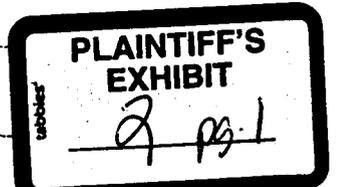
APPLICATION RECEIPT AMOUNT: \$ 450.00 Fee non refundable

PROPOSAL PLANS  Reinstatement  Redemption  Deferment  Loan Modification  Refinance

INTEREST OF PROPOSED MORTGAGE: [REDACTED] MONTHLY PAYMENT [REDACTED]

Referred to a licensed lender

REPAYMENT PLAN After discharge of payment and qualified equity and after 6 payments on present workout



# OPPORTUNITY CONSULTANTS INC. FINANCIAL SERVICES

## Client's Responsibilities During Loss Mitigation Processing

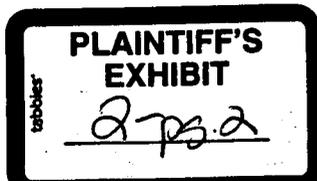
Please review and sign below. Requirements must be adhered to during the loss mitigation process for all FHA, VA, and conventional loans as follows:

1. Client understands that monthly deposits, equal to their mortgage payment, are to be saved during the process of procuring a loss mitigation alternative. These funds are NOT to be forwarded to lender unless otherwise directed, but are held in your trust until completion of loss mitigation work. Any additional funds should be set aside as well to affect a likelihood of client's ability to adhere to any workout options.
2. Client understands that they are to forward any correspondences received from lender or their agents (attorney, sheriff, courts etc.) to our office address below and/or via facsimile (FAX) at ~~(427) 348-0989~~ **IMMEDIATELY. 815-723-8952**
3. Client understands that they are not to negotiate or agree to terms of any loss mitigation alternative without first contacting the loss mitigation specialist handling their case file at our office.
4. Client understands that process of loss mitigation for some lenders can take as long as 1 to 60 days to complete. Most cases are completed less than 30 days. Although, we have experienced cases that have taken more than two years for lender to complete. However, this type of delay in completion time is a very rare occurrence.
5. Client understands if their current financial situation changes they are to inform the loss mitigation specialist handling their case file immediately.
6. Client understands they are to keep in constant contact with our office. Many situations may arise, such as, important questions or information may need to be addressed by client to our office and/or lender, investor and any government agency involved in reviewing their loss mitigation consideration. Your input may play an important role in approval in certain situations.
7. Client has indicated that there is            (initials) or is not            (initials) a sale date to foreclose on the property described as: \_\_\_\_\_
8. Client has indicated that the mortgage debt is not under any current bankruptcy proceedings with the US Bankruptcy court. \_\_\_\_\_ (Initial if correct).
9. Client understands that they are to make every attempt to provide the remaining documents to the \_\_\_\_\_ to affect a favorable resolution of their case. If client fails to make information available as outlined on Required Documents Checklist, and/or any other documentation necessary to affect the same, client breaches the working relationship and potentially forfeits any deposits in trust in the loss mitigation process with lender and/or the O. C. Inc.

I/We \_\_\_\_\_, understand the information contained in this form. I/We understand that breach of anyone of these provisions is a violation of our case file processing policy and could terminate our assisting you any further. I/We further acknowledge that violation of anyone of these provisions could result in the loss of our home to foreclosure and any funds in trust.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Client \_\_\_\_\_



TARJETA ←  
DC PRESENTACION

841 Brian E  
Crest Hill, IL 60406  
Office: 815-723-8952  
Fax: 815-723-8952

Mirta Tomlinsc  
815-793-6363  
Juan Carlos Rodrigue  
630-278-9000

OpportunityCons@comcast.net