

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
ORANGE COUNTY, FLORIDA
CIVIL ACTION**

STATE OF FLORIDA,
OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

CASE NO:

v.

21ST CENTURY LEGAL SERVICES, INC.,
d/b/a 21ST CENTURY REAL ESTATE &
INVESTMENT CORPORATION,
d/b/a 21ST CENTURY TRANSITIONAL,
d/b/a TWENTY FIRST CENTURY LEGAL SERVICES,
d/b/a TRANSITIONAL CORPORATION OF AMERICA,
and d/b/a 21ST CENTURY REMOD.,
a California Corporation,
Defendant.

**COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES
AND OTHER STATUTORY RELIEF**

Plaintiff, STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS sues Defendant 21ST CENTURY LEGAL SERVICES
INC. and its above-named aliases and alleges:

JURISDICTION AND VENUE

1. This is an action for injunctive and other statutory relief, brought pursuant to the following statutes:

- (a) Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Fla. Stats. (2009); and

(b) Section 501.1377(3), Fla. Stat. (2009), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings;

2. This court has subject matter jurisdiction pursuant to the provisions of F. S. Chapter 501, Part II, Fla. Stat. (2009).

3. All actions material to the complaint have occurred within four (4) years of the filing of this Action.

4. The statutory violations alleged herein occur in or affect more than one judicial circuit in the State of Florida, including Orange County. (See affidavit of Laxlie Forsythe attached as Exhibit "A".)

5. Venue is proper in Orange County, Florida.

PLAINTIFF

6. The Plaintiff is an "enforcing authority" of F. S. Chapter 501, Part II, Fla. Stat. (2009), and is authorized to bring this action and seek injunctive relief and other statutory relief pursuant to that chapter.

7. Plaintiff has conducted an investigation of the matters alleged herein and Attorney General Bill McCollum has determined that this enforcement action serves the public interest, as required by § 501.207(2), Fla. Stat. (2009).

DEFENDANT

8. Defendant 21st Century Legal Services, Inc. (hereafter "21st Century") is an active, for profit, California Corporation.

9. At all times material to this complaint, 21ST Century maintained offices at 9340 Baseline Road, Suite 1051 Rancho Cucamonga, California.

10. At all times material to this complaint, 21ST Century, by and through its principals, officers, agents, employees, representatives, or other persons, engaged in commerce within the State of Florida by offering foreclosure-related rescue services, specifically mortgage loan modification services, to Florida consumers in exchange for compensation.

11. Upon Plaintiff's information and belief, in the course of marketing foreclosure-related rescue services, 21ST Century has used several business names, including 21ST Century Real Estate & Investment Corporation; 21ST Century Transitional; Twenty First Century Legal Services; Transitional Corporation of America; and 21ST Century Remod.

STATEMENT OF FACTS AND
DEFENDANTS' COURSE OF CONDUCT

12. Beginning at a time unknown to Plaintiff, but beginning no later than January 2009, 21ST Century marketed and sold foreclosure-related rescue services, to wit, mortgage loan modification services, to Florida consumers.

13. 21ST Century markets to financially distressed homeowners who are unable to make their mortgage loan payments, who are in foreclosure, or who are facing foreclosure of their homes.

14. 21ST Century markets its services throughout Florida by face-to-face solicitation, telemarketing, direct mail, email solicitation, and internet solicitation.

15. 21ST Century initiates transactions with consumers via telephone.

16. During initial telephone transactions, 21ST Century represents to consumers that it can assist consumers by negotiating a modification of the consumers' mortgage with the consumers' lender or mortgage holder.

17. 21ST Century then arranges a follow-up visit, usually conducted at the consumers' home, with a "company representative."

18. These “company representatives” are licensed Florida notaries hired by 21st Century to act as its Florida agents.

19. Plaintiff is aware of at least five licensed Florida notaries who were contacted by or contracted with 21ST Century to act as its Florida agents.

20. The notaries receive email solicitations in which 21ST Century offers to compensate the notaries for obtaining signatures from potential customers on sales agreements prepared by 21ST Century.

21. The notaries receive detailed instructions from 21ST Century regarding the notaries’ role as “company representative.” (See copy of email instructions attached as Exhibit “B.”)

22. 21ST Century also provides the notaries with detailed instructions advising the notaries on how to assist potential customers with completing 21ST Century’s “Loan Modification Application.” (See copy of “How to Fill Out the Application” attached as Exhibit “C.”)

23. The “Loan Modification Application” utilized by 21ST includes the “Residential Loan Modification Agreement.”

24. The “Residential Loan Modification Agreement” constitutes the contract between 21ST Century and the potential customer whereby 21ST Century agrees to perform foreclosure-related rescue services on behalf of the potential customer for compensation.

25. The notaries are instructed by 21ST Century not to provide potential customers with copies of the “Loan Modification Application.”

26. As a result of 21ST Century’s instructions to the notaries acting as its “company representatives,” the consumers contracting with 21ST Century do not receive a copy of the

written "Residential Loan Modification Agreement" within 3 (three) hours of signing the agreement.

27. On or about July 13, 2009, 21ST Century contacted Florida resident Vernon Hale and represented that it could obtain a loan modification on his behalf. (See Affidavit of Vernon Hale attached as Exhibit "D.").

28. On or about July 13, 2009, 21ST Century provided Mr. Hale with a letter addressed to Mr. Hale, which, amongst other things, purported that 21ST Century could "help get your [Mr. Hale's] mortgage note modified to get rates as low as 3.00%!" and "Your proposed loan modification is a 30-year fixed 4% interest rate."

29. Upon Plaintiff's information and belief, the "proposed loan modification" referenced in 21ST Century's letter to Mr. Hale had not been previously discussed with Mr. Hale's mortgage lender or mortgage servicer and was not an offer of loan modification.

30. In order to obtain 21ST Century's services, Mr. Hale was required to sign a Loan Modification Agreement that required him to pay a total fee of \$2,514.00 (two thousand, five-hundred and fourteen dollars).

31. Pursuant to 21ST Century's instructions, Mr. Hale tendered to 21ST Century three post-dated checks, each in the amount of \$838.00 (eight-hundred and thirty eight dollars.)

32. The first check tendered by Mr. Hale and made payable to 21ST Century was dated August 3, 2009 and cashed on August 6, 2009.

33. To date, Mr. Hale has not heard from 21ST Century, nor has 21ST Century negotiated any modification of Mr. Hale's mortgage loan.

34. 21ST Century also represented to Mr. Hale that it would provide legal representation or a lawyer who would review Mr. Hale's loan.

35. 21ST Century is not a law firm, nor is Plaintiff aware of any employee of 21ST Century who is a licensed attorney.

COUNT ONE
VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES
DECEPTIVE AND UNFAIR TRADE PRACTICES

36. Plaintiff repeats and re-alleges Paragraphs 1 through 35 with the same force and effect, as it fully set forth above.

37. The Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Chapter 501, Part II, Fla. Stat., provides that “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

38. 21ST Century has violated and will continue to violate the Florida Deceptive and Unfair Trade Practices Act, § 501.201, Fla. Stat. (2009), by using deceptive and unfair practices in the marketing of loan modification and foreclosure-related rescue services.

39. The above-described acts and practices of 21ST Century , such as falsely implying a pre-approved loan modification, falsely advertising the availability of on-staff lawyers or legal representation, and failing to perform services after payment, have injured and will likely continue to injure and prejudice the public.

40. Unless 21ST Century is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of 21ST Century will result in irreparable injury to the public for which there is no adequate remedy at law.

41. Each transaction is a separate violation.

COUNT TWO
VIOLATIONS OF § 501.1377(3)(b), FLORIDA STATUTES VIOLATIONS INVOLVING
HOMEOWNERS DURING THE COURSE OF RESIDENTIAL FORECLOSURE
PROCEEDINGS

42. The Plaintiff repeats and re-alleges Paragraphs 1 through 35 with the same force and effect, as it fully set forth above.

43. Section 501.1377(3)(b), Fla. Stat. (2009), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings, provides that:

“In the course of offering or providing foreclosure-related rescue services, a foreclosure-rescue consultant may not:

(b) Solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for foreclosure-related rescue services before completing or performing all services contained in the agreement for foreclosure-related rescue services.”

44. Pursuant to § 501.1377(7), Fla. Stat. (2009), “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II Chapter 501 Part II, Fla. Stat. (2009) of this chapter. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

45. As set forth above, by charging an up-front fee to homeowners seeking foreclosure-related rescue services, 21ST Century has violated and will continue to violate § 501.1377(3)(b) Fla. Stat. (2009), and thus has committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of § 501.204(1), Fla. Stat.(2009),

46. These above-described acts and practices 21ST Century have injured and will likely continue to injure and prejudice the public.

47. Unless 21ST Century is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of 21ST Century will result in irreparable injury to the public for which there is no adequate remedy at law.

48. Each transaction is a separate violation.

COUNT THREE
VIOLATIONS OF § 501.1377(4)(a), FLORIDA STATUTES VIOLATIONS INVOLVING
HOMEOWNERS DURING THE COURSE OF RESIDENTIAL FORECLOSURE
PROCEEDINGS

49. The Plaintiff repeats and re-alleges Paragraphs 1 through 35 with the same force and effect, as if fully set forth above.

50. Section 501.1377(4)(c), Fla. Stat.(2009), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings, provides that:

“An agreement for foreclosure-related rescue services must contain, immediately above the signature line, a statement in at least 12-point uppercase type that substantially complies with the following:

HOMEOWNER'S RIGHT OF CANCELLATION

YOU MAY CANCEL THIS AGREEMENT FOR FORECLOSURE-RELATED RESCUE SERVICES WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FOLLOWING THE DATE THIS AGREEMENT IS SIGNED BY YOU.

THE FORECLOSURE-RESCUE CONSULTANT IS PROHIBITED BY LAW FROM ACCEPTING ANY MONEY, PROPERTY, OR OTHER FORM OF PAYMENT FROM YOU UNTIL ALL PROMISED SERVICES ARE COMPLETE. IF FOR ANY REASON YOU HAVE PAID THE CONSULTANT

BEFORE CANCELLATION, YOUR PAYMENT MUST BE RETURNED TO YOU NO LATER THAN 10 BUSINESS DAYS AFTER THE CONSULTANT RECEIVES YOUR CANCELLATION NOTICE.

TO CANCEL THIS AGREEMENT, A SIGNED AND DATED COPY OF A STATEMENT THAT YOU ARE CANCELING THE AGREEMENT SHOULD BE MAILED (POSTMARKED) OR DELIVERED TO (NAME) AT (ADDRESS) NO LATER THAN MIDNIGHT OF (DATE).

IMPORTANT: IT IS RECOMMENDED THAT YOU CONTACT YOUR LENDER OR MORTGAGE SERVICER BEFORE SIGNING THIS AGREEMENT. YOUR LENDER OR MORTGAGE SERVICER MAY BE WILLING TO NEGOTIATE A PAYMENT PLAN OR A RESTRUCTURING WITH YOU FREE OF CHARGE. ”

51. Pursuant to § 501.1377(7), Fla. Stat. (2009), “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II Chapter 501 Part II, Fla. Stat. (2009) of this chapter. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

52. By failing to comply with the disclosure requirements in § 501.1377(4)(c) Fla. Stat.(2009),, 21ST Century has committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of § 501.204(1), Fla. Stat.(2009),.

53. These above-described acts and practices of 21ST Century have injured and will likely continue to injure and prejudice the public.

54. Unless 21ST Century is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of 21ST Century will result in irreparable injury to the public for which there is no adequate remedy at law.

55. Each transaction is a separate violation.

COUNT FOUR
VIOLATIONS OF § 501.1377(4)(e), FLORIDA STATUTES VIOLATIONS INVOLVING
HOMEOWNERS DURING THE COURSE OF RESIDENTIAL

56. The Plaintiff repeats and re-alleges Paragraphs 1 through 35 with the same force and effect, as if fully set forth above.

57. Section 501.1377(4)(e), Fla. Stat. (2009), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings, provides that a, “foreclosure-rescue consultant must give the homeowner a copy of the signed agreement within 3 hours after the homeowner signs the agreement.”

58. Pursuant to § 501.1377(7), Fla. Stat. (2009), “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II Chapter 501 Part II, Fla. Stat. (2009) of this chapter. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

59. By failing to provide homeowners with a signed copy of the “Residential Loan Modification Agreement” as required by § 501.1377(4)(e) Fla. Stat. (2009), 21ST Century has committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of § 501.204(1), Fla. Stat. (2009).

60. These above-described acts and practices of 21ST Century have injured and will likely continue to injure and prejudice the public.

61. Unless 21ST Century is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of 21ST Century will result in irreparable injury to the public for which there is no adequate remedy at law.

62. Each transaction is a separate violation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, respectfully requests that this Court grant:

- A. Permanent injunctive relief against the Defendant for violations of Chapter 501, Part II, Fla. Stat. (2009)
- B. Permanent injunctive relief against the Defendant for violations of §§ 501.1377(3)(b), 501.1377(4)(a), and 501.1377(4)(e), Fla. Stat. (2009);
- C. Assess civil penalties against Defendants, in the amount of \$10,000 for each violation of Chapter 501, Part II, Florida Statutes, pursuant to § 501.2075, Fla. Stat.(2009);
- D. Assess civil penalties against Defendants, in the amount of \$15,000 for each violation of Chapter 501, Part II, Florida Statutes involving a senior citizen, pursuant to § 501.2077, Fla. Stat. (2009);
- E. Assess civil penalties against Defendants, in the amount of \$15,000 for each violation of § 501.1377, Fla. Stat. (2009);
- F. Appoint a receiver to oversee the performance of contracted services and/or reimbursement of illegally obtained fees;


G. Award the Plaintiff attorney's fees and costs pursuant to the provisions of Chapter 501, Part II, Fla. Stat. (2009), and as otherwise may be allowable by applicable statutes;

H. Require disgorgement of profits and award restitution and refunds to Florida consumers for each violation of Florida law; and

I. Award such other relief as the interests of justice shall require and that this Honorable Court may deem just and proper.

Respectfully Submitted,

BILL MCCOLLUM
ATTORNEY GENERAL



Terrett D. Brock

Assistant Attorney General

Florida Bar # 0022369

Office of the Attorney General

Division of Economic Crimes

135 West Central Blvd., #1000

Orlando, FL 32801

(407) 245-0833, fax (407) 245-0365

ATTACHMENTS INCOPORATED INTO COMPLAINT

- Attachment "A." The affidavit of Laxlie Forsythe, a resident of Orange County, Florida.
- Attachment "B." A copy of an email received by Susan Decker, a licensed Florida Notary Public.
- Attachment "C." A copy of the instructions sent by 21ST Century instructing notary publics how to assist the consumers with completing the application packet.
- Attachment "D." The affidavit of Vernon Hale which includes by reference a copy of a letter from 21ST Century addressed to Mr. Hale.

AFFIDAVIT

SEP 14 2009

ECO. IIC CRIMES
ORLANDO

SEP 14 2009
ECONOMIC CRIMES
ORLANDO

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) Larlie Forsythe

Date of Birth 8-1-1944

(Print or type name)

ADDRESS 5604 Astoria Place 32808

TELEPHONE: Home (407) 298-4289 Work () Cell (407) 538-6329

And who, after being duly sworn and deposed, upon his/her personal knowledge, states:

1. I have a complaint against 21st Century Legal Services

(person/company name, address, and telephone number)

2. I first learned of this person/company through (example: telephone, mail, internet, newspaper advertisement, etc.)

Telephone & Advertisement

(please attach the advertisement, mailing piece or other documents received)

3. Do you recall the names of persons/employees you spoke with during your initial contact with the company? 909-987-2321 FAX 909-476-3775

4. Did any members of the company represent themselves as either a Mortgage Broker or an Appraiser? Yes ___ No ✓

5. Did you enter into a contract/agreement with the company? Yes ✓ No ___ If yes, date contract was signed 1-22-09

6. Were you provided with some type of payment plan? Yes ✓ No ___ If yes, please describe the type of plan you were provided \$903.00 & \$903.00

7. Were you required to pay some type of initial or upfront fee? Yes ✓ No ___ If yes, what did you believe that fee was for? The modification

8. What was the amount of the fee? ___ Can you provide this office with a copy of the credit card or bank statement that reflects the charge? Yes ___ No ___

9. Did the company at any time lead you to believe that you would be represented by an Attorney or Legal Counsel? Yes ___ No ___ If yes, please provide the name of the law office and attorney or employee you believed would be representing you ___

EXHIBIT

A

PENGAU 800-631-6989

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) Lorraine Forester AGE 65

ADDRESS 5604 Astoria place 32908 Orl FLA

Who after being duly sworn and deposed, upon his/her personal knowledge, states the following:

I have filed a formal complaint against 21st Century Regal Services,
(Company Name)

who initially contacted and solicited me as a potential client by Telephone
(telephone, internet, mail, etc.)

for the exclusive purpose of providing me with loan modification/foreclosure rescue services.

On or about 01.22.09 I signed what I believed to be was a contract for
(Date)

service with 21st Century Legal Services, to whom I paid \$ 1806.00
(Company Name) (Amount)

in the form of (a) Check on 02/05/09 and 03-05-09
(Check, Money Order, Cash) (Date)

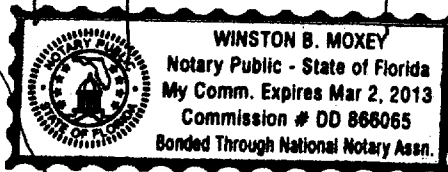
FURTHER AFFIANT SAYETH NAUGHT.

Lorraine Forester
(Your Signature)

Before me appeared LORRIE FORESTER a person known to me or who
produced identification ✓ in the form of FD/IDC, on this 10 day
of Sept, 2009.

Notary Signature: [Signature]

My Commission expires:





January 15, 2009

CASE ID: 117561.15.2009

Dear Laxlie Forsythe & Jonie Forsythe;

IS YOUR LOAN GOING NEGATIVE?

IS YOUR HOME PAYMENT TOO HIGH?

ARE YOU IN A PAYMENT YOU CAN'T AFFORD?

WE CAN RESTRUCTURE YOUR LOAN!

We will help get your mortgage note modified to get rates as low as 3%!

Term Expansions, Stop Foreclosure, Principle Reductions Short Sales, Fixed Rates, Deed In Lieu.

We will request for all delinquent payments and any current payments that have not been made to be forgiven or be placed on the back-end of your modification. Our goal is to put you in a better loan and give you a new start.

OUR LOAN PROFESSIONALS ARE HERE TO HELP YOU!

Your credit score doesn't matter. The value of your home is not a factor.

This is all about giving you a BRAND NEW START, and stabilizing your financial situation.

The \$300 Billion housing rescue bill was passed by the Congress and President Bush has signed it. Essentially, the government will pay for homeowners to do loan re-modification through their mortgage holder. Conditions and fees subject to change per lender.

A calculated amount of \$3,612 is derived from 50% of your delinquent payments of \$2,900, in addition to the amount of \$735 for February, \$735 for March, and \$695 processing. This will be payable to 21st Century Legal Services for the negotiation of your modified mortgage.

When mailing back your package, please include a personal check, cashier's check or money order in the amount of \$3,612.00 made payable to: 21st Century Legal Services. You may pay a post dated check dated 2/3/09 for \$903.00, a post dated check dated 3/3/09 for \$903.00, a post dated check dated 4/3/09 for \$903.00, and a post dated check dated 5/3/09 for \$903.00.

Your proposed loan modification is a 30 year fixed / 4 % interest rate with a monthly payment of \$735.

Your monthly savings is \$715. Total savings over a 30-year period is \$257,400.

Any delinquent mortgage payments will be brought current.

Your first payment will be negotiated to begin June 2009 - payable to you current lender for the amount to \$735.

Your proposed new note with payment and terms of your loan will be stated on paperwork to follow from your current lender.

This process can take anywhere up to 90 to 120 days of working diligently with your lender.

Please enclose the mortgage coupon, 3 months most recent bank statement, 1-month most recent pay stubs and any other letters or notification that the mortgage lender has sent to you.

If you have any questions, please feel free to call me.

Sincerely,

Andrea Parker

Mortgage Specialist

21st Century Legal Services

**9607 Business Center Drive Bldg. 13 #D
Rancho Cucamonga, Ca. 91730
Phone #909-987-2321 Fax #909-476-3775**

9607 Business Center Drive
Bldg 13 Suite D
Rancho Cucamonga Ca 91730
909-987-2321 Office
909-987-9090 Fax



NOTICE OF RIGHT OF RESCISSION

OWNER: Laxlie E. Forsythe

PROPERTY ADDRESS: 5604 Astoria Place

CITY: Orlando STATE: FL ZIP: 32808

You have entered into a Loan Modification Transaction on January 22, 2009.
You have the legal right to rescind or cancel this contract without cost to you, but you must give notice of your decision to cancel within three (3) business days from the date you signed the Loan Modification Agreement.

The RIGHT TO CANCEL expiration date is to be three (3) business days after the above transaction date. Begin counting the 3 days on the day following the execution of said agreement and include Saturdays and exclude Holidays in the three-day count.

HOW TO CANCEL:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

21st Century Legal Services
9607 Business Center Drive
Bldg 13 Suite D
Rancho Cucamonga, Ca 91730

You may use any written statement signed and dated by you that states your intention to cancel. If you cancel by mail or telegram, you must send the notice no later than midnight of January 26, 2009 (or midnight of the third business day of the events listed above). If you send or deliver your notice in some other way, it must be delivered to the above address not later than that time.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE

Each of the undersigned hereby acknowledges the receipt of the completed copies of the Notice of Right of Recission.

Laxlie E. Forsythe Date: 1-22-09

Date: _____

[illegible]

Date: Thu, 08 Jan 2009 17:43:34 -0800
From: "processing" <processing@21centuryre.com>
To: seminole signing@yahoo.com
Subject: LOAN MODIFICATION PAPERWORK - Griffin

Hi,
PLEASE READ ENTIRE EMAIL MESSAGE FOR INSTRUCTIONS

CLIENT CONTACT INFO:

Davy K. Griffin
8815 Bronson LN
Jacksonville, FL. 32219
904-766-2916

(NOTE: Please verify address & spelling of names)

*THERE ARE 3 BASIC ATTACHMENTS:

- 1) 1 PAGE "Modification Letter" goes to client.
- 2) Print out a DUPLICATE "Modification Letter" to be signed by the client & returned with application.
- 3) 5 PAGE "Modification News Releases" go to the client.
- 4) 13 PAGE "Loan Modification Application" is minimally filled out and FedX back with Duplicate Letter & checks.

Remember to have the borrowers just sign and date and only fill out their name, address, phone numbers, social security numbers and mortgage info. The rest of the application is filled out later by the processor, after telephone consultation with the borrowers & the lender.

*DO NOT leave the *Loan Modification Application* with the client.
ONLY GIVE the client *Modification Letter & News Releases*
It is imperative that checks be picked up.
Do not leave the appointment without them.*

YOU DO NOT GET PAID IF CHECKS ARE NOT PICKED UP.
If the clients have any questions during the document signing, be sure to call Agent Supervisor Andrea Parker at 909-732-2054.

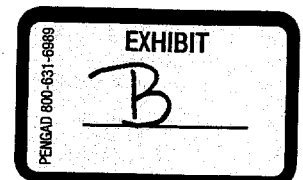
We are expanding nationwide, and wish to use your services and to maintain a future relationship with you. You are not required to notarize any documents. And we prefer that out clients view you as our Customer Service Representative/Document Signer.

Please read the modification cover letter so you can understand what checks and what documents the clients are giving us. And bring documents in a manila folder, for a neat and professional appearance.

And we have included News Releases for you to print out and give to the clients.

**SEND ITEMS BACK VIA FEDERAL EXPRESS / DO NOT SEND PRIORITY OR OVERNIGHT.
USE THE "EXPRESS SAVER" MAILING - Our FedEx#435212182.**

We prefer to have the income documents picked up (2 months Bank



Statements, 30 days paystubs & mortgage coupon). It's okay to take originals if they don't have copies--and we can return them later.

But if the client doesn't have them ready, that's OK...they can send them in later.


Include your invoice for \$90 along with the documents signed by the clients.

And please call back with appointment confirmation.

Thank you ,
Janel Bilesimo
21st Century Legal Services
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730
Phone 909-483-1748 ext 6371 or ext 6346
Fax 909-989-5267

Attachments

Files:

-  **Modification_News_Releases.pdf** (997k)
-  **Modification_Letter_GRIFFIN_DAVY.pdf** (28k)
-  **Modification_Application_GRIFFIN.pdf** (156k)

HOW TO FILL OUT THE APPLICATION

1st page: Loan Modification Application;* you just have to make sure that the name (names), address and phone # are correct, and if they have a fax # or e-mail address. Nothing else on this page need to be fill out.

2nd Page: Residential Loan Modification Agreement*: DATE, BORROWER NAME ADDRESS, CITY STATE, SIGNATURE AND PRINT ON THE BOTTOM.

3rd page: Loan Mitigation Modification & Presentation Fee Acknowledgment*: Date, Name, Address, Social Security, Signature Date and Print on the bottom.

4th page: Loan Modification Work Sheet*; ONLY Date, Borrower's Name Co Borrower's Name if there is one, Home address, Subject Prop. Address, Home Phone Work Number and Cell Number.

5th page: Explanation of Hardship*; ONLY Borrower Signature, Social Security on the bottom.

6th Page: Hardship Letter*: ONLY Date Borrower's Name, Borrower's Residence, Borrower's Phone Number (the Borrower can make a letter explaining their current situation and attach it with this application), Borrower Signature and Date on the bottom.

7th page: Personal Financial Statement/Balance Sheet*; NO NEED TO FILL OUT.

8th Page: Monthly Expenses*; NO NEED TO FILL OUT.

9th Page: Proposal*; NO NEED TO FILL OUT

10th Page: Authorization To Release Credit Information*; Borrower Signature and Date on the bottom.

11th Page: Stopped or Bounced Checks*; Signature and date on the bottom.

12th Page: Borrower's Workout Consent*; ONLY Date and Borrower Signature on the bottom.

13th Page: Notice of Right of Rescission*; Owner Name, Property Address, City, State and Zip. Signature and Date on the bottom. (give copy to customer)

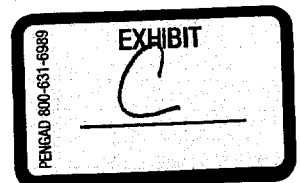
14th Page: Disclaimer Notice*: Borrowers Signature and Date on the bottom. (give copy to customer)

15th Page: Authorization to Utilize Testimonial: Signature and Date on the bottom.

HAVE CLIENT SIGN THE LETTER AND SEND IT BACK TO US, PLEASE GIVE COPY OF LETTER TO CUSTOMER.

If you have any question please feel free to call me.

Thank you,
21st Century Legal Services
9340 Baseline Road
Suite 105
Rancho Cucamonga, CA 91701
Phone 909-483-1748 ext 6366
Fax 909-989-5259



AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) VERNON K. HALE AGE 66

(Print or type name)

ADDRESS 7900 COUNTY ROAD 109F-1, LADY LAKE, SUMTER, FLORIDA

TELEPHONE: Home (352) 259-9962 Work (NONE) Cell (352) 504-7450

And who, after being duly sworn and deposed, upon his/her personal knowledge, states:

1. I have a complaint against 21st Century Legal Services, 8816 W. Foothill
#103-350, Rancho Cucamonga, CA 91730 (909) 987-2321

(person/company name, address, and telephone number)

2. I first learned of this person/company through (example: telephone, mail, internet, newspaper advertisement, etc.)

Internet advertising

(please attach the advertisement, mailing piece or other documents received)

3. Do you recall the names of persons/employees you spoke with during your initial contact with the company? DAVID SALVIRI

4. Did any members of the company represent themselves as either a Mortgage Broker or an Appraiser?
Yes ___ No ☒

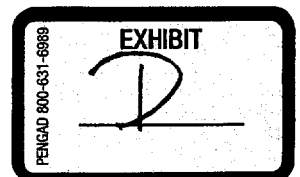
5. Did you enter into a contract/agreement with the company? Yes ☒ No ___ If yes, date contract was signed July 13, 2009

6. Were you provided with some type of payment plan? Yes ☒ No ___ If yes, please describe the type of plan you were provided had to give them 3 post-dated checks.
EACH FOR \$838.00 for Aug - Sept. Oct.

7. Were you required to pay some type of initial or upfront fee? Yes ☒ No ___ If yes, what did you believe that fee was for? Their legal fees and attorney's fee.

8. What was the amount of the fee? \$1550.00 Can you provide this office with a copy of the credit card or bank statement that reflects the charge? Yes ☒ No ___

9. Did the company at any time lead you to believe that you would be represented by an Attorney or Legal Counsel? Yes ☒ No ___ If yes, please provide the name of the law office and attorney or employee you believed would be representing you _____



OCT 13 2009

ECONOMIC CRIMES
ORLANDO

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) VERNON K. HALE AGE 66

ADDRESS 7900 COUNTY ROAD 109FI, LADY LAKE, SUMTER, FLORIDA

Who after being duly sworn and deposed, upon his/her personal knowledge, states the following:

I have filed a formal complaint against 21ST CENTURY LEGAL SERVICES,

(Company Name)

who initially contacted and solicited me as a potential client by DAVID SALVIRI, Telephone

(telephone, internet, mail, etc.)

for the exclusive purpose of providing me with loan modification/foreclosure rescue services.

On or about JULY 13, 2009 I signed what I believed to be was a contract for

(Date)

service with 21st Century Legal Services, to whom I paid \$ 2514.00

(Company Name)

(Amount)

in the form of (a) check (post dated) on July 13 2009.

(Check, Money Order, Cash)

(Date)

FURTHER AFFIANT SAYETH NAUGHT.

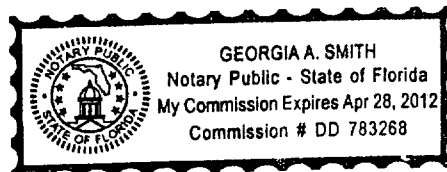
Vernon K. Hale

(Your Signature)

Before me appeared VERNON K HALE a person known to me or who
produced identification X in the form of FL DL, on this 8th day
of October, 2009.

Notary Signature: Georgia A. Smith

My Commission expires: 04-28-2012



Subscribed and sworn before me, this 8th
day of Oct., 2012 a Notary Public
in and for Sumter County,
State of Florida

Georgia A. Smith
(Signature)

NOTARY PUBLIC

My Commission expires _____



Sherrill Dept.
Elder.

July 13, 2009

CASE ID: 117567.13.2009

Dear Vernon & Linda Hale;
IS YOUR HOME PAYMENT TOO HIGH?
ARE YOU IN A PAYMENT YOU CAN'T AFFORD?

WE CAN RESTRUCTURE YOUR LOAN!

We will help get your mortgage note modified to get rates as low as **3.00 %!**

Term Expansions, Stop Foreclosure, Principle Reductions Short Sales, Fixed Rates, Deed In Lieu.

"Barack Obama, the US president, has announced a \$75bn plan to help millions of US homeowners struggling to pay their mortgages and those at risk of losing their homes. The plan will help as many as five million families restructure or refinance mortgages to avoid foreclosure." We guarantee to get you approved.

IS YOUR LOAN GOING NEGATIVE?

We will request for all delinquent payments and any current payments that have not been made to be forgiven or placed on the back-end of your modification. Our goal is to put you in a better loan and give you a new start.

WE ARE HERE TO HELP YOU!

Your **credit score doesn't matter**. The **value of your home is not a factor**.

This is all about giving you a **BRAND NEW START**, and stabilizing your financial situation.

Your proposed loan modification is a 30 year fixed 4% interest rate (Loan amount of \$101,000.00)

Principle & Interest: **\$482.00**

Taxes & INS: Not Included

Total New Payment: **\$482.00**

Break Down of fees: Our agreement will be the amount of \$482.00 for the month of July, \$482.00 for the month of August and \$1,550.00 processing fee.

Total Fees: **\$2,514.00** (This fee may be split into monthly payments. You may pay with a personal check, cashier's check, credit card or money order made **payable to: 21st Century LS**. You may pay a post dated check dated **7/20/09 for \$838.00**, a post dated check dated **8/20/09 for \$838.00** and a post dated check dated **9/20/09 for \$838.00**.)

Savings: **Your monthly savings is \$470.00. Total savings over a 30-year period is \$169,200.00.**
Any delinquent mortgage payments will be brought current.

Your first payment will be negotiated to begin in October 2009-payable to your current lender for the amount of \$482.00. Your new proposed note with payment and terms of your loan will be stated on paperwork to follow from your current lender.

We guarantee if the Modification of your loan is not accepted by your lender, you will receive a full refund, minus the postage and handling. This process can take anywhere up to 45 to 60 days of working diligently with your lender, if you need more time to collect the money for our services, we can extend your modification for up to 90 days with your consent.

Sincerely,
David Salviri
323-712-3198
Loan Modification Specialist

888-483-1748

Borrower:

Vernon K. Hale

Co-Borrower:

Linda L. Hale

8816 W Foothill #103-350 Rancho Cucamonga, CA 91730 Phone #909-987-2321 Fax #909-476-3775

ONLINE IMAGE

Account Number

Check Number

Amount

Date Posted

1418

\$838.00

08/06/2009


LINDA HALE OR
VERNON K HALE
 7900 County Road 1096-1 352-259-9962
 Lady Lake, FL 32159-8840

1418
 83-75 1/831
 BRANCH 00458

August 30, 2009
 Date

Pay to the order of 21st Century L.S. \$ 888.00

Eight Hundred Thirty Eight and 00/100 Dollars


WACHOVIA
 Wachovia Bank, N.A.
 wachovia.com

For Vernon Hale

1

CREDITED TO THE
 OF THE WITH ON BANK
 ABSENCE OF END
 GUARANTEED
 EACH WEEK

ACCOUNT
 (MAY 2008)
 PAYMENT
 IN

How To Save This Image

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