

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

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

Plaintiff,  
vs.

Case No.:

**MGD MANAGEMENT, LLC,**  
a Florida limited liability company, **CRS  
MARKETING, LLC,** a Florida limited  
liability company, and **MARK DALEN,**  
an individual,

Defendants.

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**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants **MGD MANAGEMENT, LLC,** a Florida limited liability company, **CRS MARKETING, LLC,** d/b/a CRS Legal Management Group, LLC, a Florida limited liability company, and **MARK DALEN,** an individual (hereinafter collectively referred to as "Defendants").

**JURISDICTION**

1. This is an action pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes ("FDUTPA"). The action seeks declaratory and injunctive relief, civil penalties, and attorney's fees and costs.

2. This Court has jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes.

3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek

consumer restitution, civil penalties, attorney's fees and costs, and other statutory relief pursuant to this part.

4. Venue is proper in this Circuit under Sections 47.011 and 47.021 as the actions at issue herein accrued in Broward County, Florida, as well as other counties within the State of Florida.

5. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Pamela Jo Bondi has determined that an enforcement action serves the public interest. *See Exhibit A.*

6. Defendants, at all times material hereto, were in the business of providing goods or services as defined within Section 501.203(8), Florida Statutes.

7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

8. Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes.

### **FACTUAL BACKGROUND**

9. At all times material hereto, Defendant MGD MANAGEMENT, LLC (“**MGD**”) is and was a Florida limited liability company authorized to do business in the state of Florida with its principal place of business registered as 2192 Regents Boulevard, West Palm Beach, Florida 33409. MGD also markets and maintains an office with the address 3440 Hollywood Blvd., Suite 415, Hollywood, Florida 33021.

10. At all times material hereto, Defendant CRS MARKETING, LLC (“**CRS**”) is and was a Florida limited liability company authorized to do business in the state of Florida with its principal place of business registered as 2192 Regents Boulevard, West Palm Beach, Florida

33409. CRS also markets and maintains an office with the address 3440 Hollywood Blvd., Suite 415, Hollywood, Florida 33021. CRS also operates under the name CRS Legal Management Group, LLC.

11. Defendant MARK DALEN is an individual and resides in the state of Florida at 2192 Regents Boulevard, West Palm Beach, Florida 33409. Defendant Mark Dalen is the owner, operator and/or manager of MGD and CRS and has actual and legal authority and control over the acts and practices of MGD and CRS as well as personally participated in the actions at issue herein.

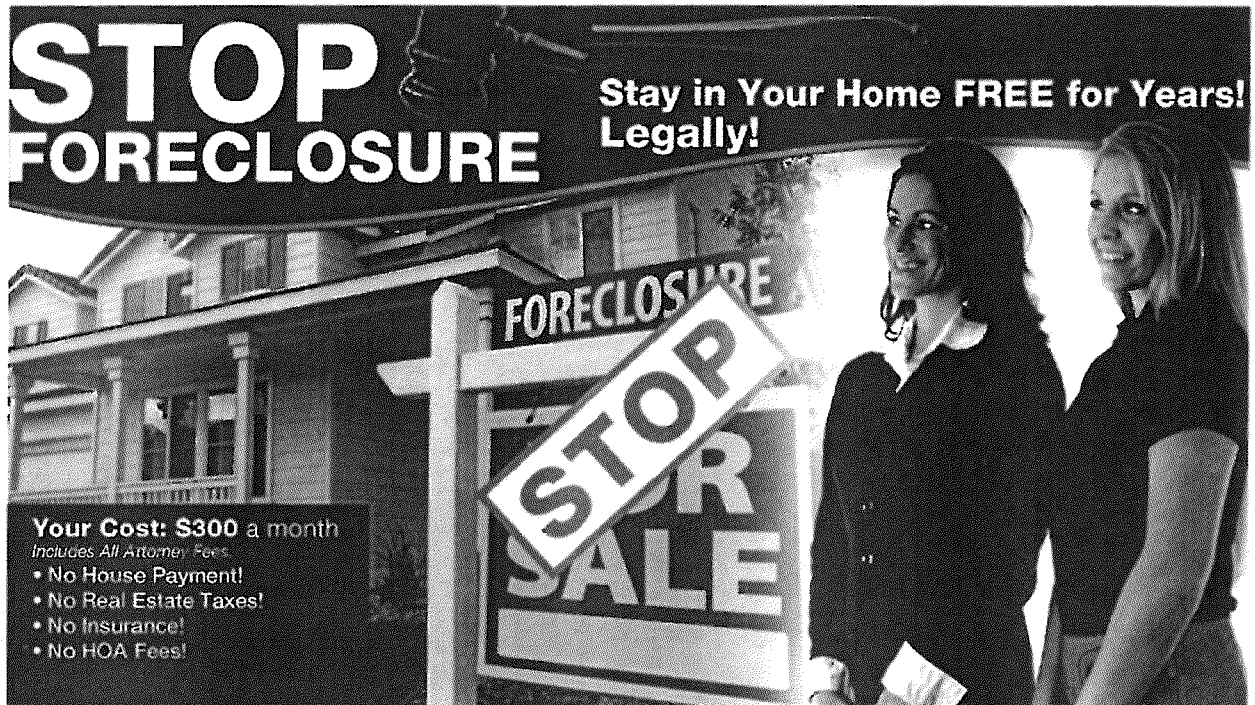
12. Defendants market and purport to provide foreclosure delay, management, and monitoring services to consumers to financially distressed homeowners in exchange for illegal charged up-front fees and monthly payments to Defendants in lieu of their lenders, taxing authorities, insurers, or home owners associations.

13. Defendants charge consumers/homeowners upfront, nonrefundable, fees ranging from approximately \$1,500.00 to \$2,500.00, as well as \$300 a month based upon false promises that they would provide foreclosure-related services:

*Stay in your home for Free for years for  
\$300 a month! We Stall your Foreclosure!!!*

*See Exhibit B.*

14. Defendants' misrepresentations to consumers include claiming that consumers can remain in their homes for at least three years legally and for free without paying their mortgage lender, real estate taxes, home owner association fees, or home insurance:



See Exhibit C.

15. Defendants also promise homeowners that they would be mortgage free in three years. For example, Defendants' marketing materials state as follows:

See Exhibit B.

16. Defendants falsely represent that consumers have the “right” to remain in their homes for three years or more as a way to induce said consumers to pay Defendants, rather than their mortgage lenders, home owners associations, insurance companies, or taxing authorities. See **Exhibit B** (“Q. How long can I stay in my home Free? A. Years in most cases. You have lots of rights to stay for Free for Years, not Months. Don’t let the Bank scare you or Bully you around! Just let us give you examples.”).

17. Defendants’ misconduct includes misleading legal references and outright misrepresentations: “We are the ones that help with the mortgage cases. They take the bank to court, keep you in the house for a few years paying just \$300 a month.” See **Exhibit D**.

18. Defendants falsely advertise that an attorney would be available for legal advice and that “[a]ll attorneys’ fees paid for foreclosure defense including filing fees in most cases by MGD, LLC.” Defendants’ contract provides as follows in relevant part:

Services: Subject to the terms and conditions of this Agreement MGD LLC, agrees to provide Foreclosure Monitoring and Management at the Property above, for the purposes of Doing Strategic Default and Foreclosure Defense on said Property. MGD LLC will provide the following:

1. A Strategic Default Information package and Document request package
  2. Unlimited Email Support
  3. Unlimited Phone Support
  4. A Monthly Newsletter with Popular Q&A's
  5. Copies of interesting articles from newspapers each month regarding foreclosures.
  6. Forms for ‘Do Not Call’ Letters which we will send on your behalf to all creditors that are bothering you.
  7. You get a Direct Customer Support Tel # for urgent issues if you get a letter or call that worries you.
  8. We review documents relating to your home each and every month which you will mail to us in preprinted envelopes provided.
  9. Email access to an Attorney if you need legal advice paid for by MGD, LLC.
  10. All attorneys' fees paid for foreclosure defense including filing fees in most cases by MGD, LLC.. Does not include bankruptcy fees.
  11. Weekly Monitoring and Status Updates from all info we receive from you or that may be on line.
  12. Quarterly review of your current home value and your area trends with charts, values and trends.
  13. Pro paid personal consultation with a CPA at time of foreclosure and 6 months of pre paid credit repair service.
- MGD LLC. gives information only. Legal advise needs to be provided by others.

See **Exhibit E**. Defendants also advertise that the fees paid to Defendants “include all legal fees.”

**Stop or Defend Foreclosure and Stay in  
Your Home for Years for \$300 a Month!**  
*Includes all attorney and filing fees.*

See **Exhibit C**.

19. Despite such promises and similar verbal representations, Defendants do not provide the promised legal advice, counsel, or pre-paid access to attorneys. Rather, consumers were required to sign separate written agreements and pay additional retainers in order to receive advice from an attorney.

20. Defendants’ written contract with consumers fails to contain the statutorily required disclosures for foreclosure-related rescue services. See **Exhibit E** (written agreement without required disclosures).

21. The acts and practices described above are in violation of the Florida Deceptive and Unfair Trade Practices Act Section 501.201 *et seq.*, as well as Section 501.1377 by charging upfront fees for foreclosure-related rescue services without the statutorily-required disclosures in the written agreement.

22. Defendants marketed their false promises through the radio, Internet, word of mouth, and local churches. See **Exhibit F**. Hundreds of Florida consumers have been victimized by Defendants’ false representations. Based upon the Defendants’ pattern of deceptive and fraudulent conduct, consumers will continue to suffer irreparable harm in the form of the loss of their homes, damage to their credit, and waiver of defenses and other rights in foreclosure proceedings due to their reliance on Defendants’ false promises.

23. In addition, Plaintiff reasonably believes that Defendants may dissipate or disperse assets, thus preventing consumers who have been injured by Defendants from receiving equitable relief in the form of reimbursement. Therefore, preservation of the status quo can best be accomplished by issuance of a limited freeze order precluding waste, dissipation or distribution of the assets of MGD or CRS other than in the ordinary course of business.

24. Defendants continue to persist in committing the acts and practices described above and an even greater number of consumers will continue to be harmed if Defendants' behavior is not stopped.

**DECEPTIVE AND UNFAIR TRADE PRACTICES**  
**CHAPTER 501, PART II FLORIDA STATUTES**

25. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 24 as if fully set forth hereinafter.

26. Section 501.204(1), Florida Statutes, declares that unfair, deceptive, or unconscionable acts or practices in the conduct of any trade or commerce are unlawful.

27. During the pertinent period of time, commencing on a date unknown, but at least prior to January 1, 2010, Defendants engaged in various unfair, deceptive, or unconscionable trade practices, as hereinafter set forth, in violation of Chapter 501, Part II, Florida Statutes. Defendants engaged in a systematic pattern of conduct designed and intended to induce consumers to purchase their services via a series of unfair, deceptive, or unconscionable acts or practices.

28. Defendant Mark Dalen is liable as primary participant for the acts and practices of MGD and CRS in that he had actual authority and directly participated in the acts and practices at issue.

29. Defendants' wrongful acts and practices included instructing homeowners that Defendants' services would give consumers the "right" to remain in the home for free for years and that they would be mortgage free in three years, and consumers should discontinue paying home mortgage payments, real estate taxes, insurance and homeowners association fees and instead pay \$300.00 each month to Defendants.

30. Defendants made misleading, deceptive and unconscionable representations to consumers to induce consumer to pay Defendants rather than their mortgage lenders, home owners associations, home insurance companies, or taxing authorities. Specifically, Defendants solicited clients through advertisements and marketing materials that included the following false representations:

- a. "Stay in Your Home for Years for \$300 a month"
- b. "Includes all attorney and filing fees"
- c. "Walk away, live it up? Absolutely"
- d. "The banks do whatever they want to maximize profits and protect themselves . . . you have the same rights! Free answers – Just Call!"
- e. They are Predatory [sic], they are Bully's [sic]. We will not let them Bully your around!"
- f. "You can expect calls and letters from your lender or their collection agency or other attorneys. (Just put letters in a box and save them) Unless they are sent registered mail they mean nothing. (After you are served in person, in months or years, you will then forward any copies of court papers with case # you receive non registered mail too."
- g. "All attorneys' fees paid for foreclosure defense including filing fees in most cases by MGD, LLC."

31. Defendants disseminated advertisements in the form of flyers promising referral incentives at locations including, but not limited to, churches, group functions and gatherings.



32. Defendants solicited, marketed, advertised, sold, provided, or otherwise offered foreclosure-related rescue services as defined by Section 501.1377(2)(c), Florida Statutes, including “foreclosure monitoring and management” to delay and/or prevent foreclosure of the homeowners’ houses.

33. Defendants solicited, charged and collected payments as upfront fees from Florida consumers for said foreclosure-related rescue services prior to the completion of the provision of services and failed to provide mandatory disclosures required by Section 501.1377 of the Florida Statutes.

34. Defendants’ actions violated Section 501.1377(3)(b), Florida Statutes, which prohibits any person performing foreclosure-related rescue services from soliciting, charging or collecting a fee prior to the completion of the services.

35. As a result of Defendants’ actions, individual consumers sustained harm including, but not limited to, irreparable damage in the form of loss of their homes in reliance on Defendants’ misrepresentations, damage to their credit, and waiver of otherwise available defenses in foreclosure actions. In addition, despite demands made by consumers for reimbursement, Defendants have failed and refused to refund consumers the fees that Defendants collected from consumers for services that were never rendered.

36. Based upon Mark Dalen’s representations in radio commercials, Defendants have enrolled “hundreds” of Florida homeowners in their scheme since inception.

37. As set forth above, Defendants have engaged in deceptive acts or practices in violation of the provisions of Chapter 501, Part II of the Florida Statutes.

38. Plaintiff is entitled to injunctive and equitable relief under Florida Statutes Section 501.207, and civil penalties up to \$10,000 per incident or \$15,000 if the consumer is a

senior citizen or handicapped person pursuant to Florida Statutes Section 501.2075 and 501.2077.

WHEREFORE, the Plaintiff, STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, prays that the Court provide the following relief:

1. Grant permanent injunctions against the Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with the Defendants who receive actual notice of this injunction, prohibiting and enjoining such persons from engaging in any business activity or operations offering, soliciting, providing or otherwise generally dealing in or related to foreclosure-related rescue services, including but not limited to credit restoration or repair, mortgage negotiation or assistance, foreclosure defense, loss mitigation, debt reduction, mortgage financing, sales and/or brokerage.

- a. Assess against the Defendants jointly and severally civil penalties in the amount of at least ten thousand dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes.

- b. Awarding such equitable or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes, including but not limited to restitution and/or disgorgement of all illegally obtained funds;

- c. Award reasonable attorneys' fees pursuant to Section 501.2075, Florida Statutes.

- d. Grant such other relief as this Honorable Court deems just and proper.

Dated: January 3, 2011.

Respectfully Submitted,

**PAMELA JO BONDI**  
**Attorney General**

By: \_\_\_\_\_  
René D. Harrod, Florida Bar No. 627666  
Amy Das, Florida Bar No. 89525  
Office of the Attorney General  
Department of Legal Affairs  
110 S.E. 6th Street, Tenth Floor  
Ft. Lauderdale, FL 33301  
Telephone (954) 712-4600  
Facsimile (954) 527-3708

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

Plaintiff,

Case No.:

vs.

**MGD MANAGEMENT, LLC,**  
a Florida limited liability company, **CRS  
MARKETING, LLC,** a Florida limited  
liability company, and **MARK DALEN,**  
an individual,

Defendants.

\_\_\_\_\_ /

**DETERMINATION OF PUBLIC INTEREST**

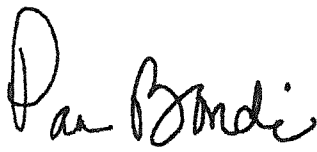
COMES NOW, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF  
FLORIDA, and states:

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal  
Affairs, State of Florida (hereinafter referred to as the Department).

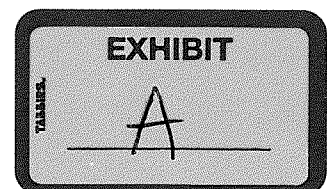
2. In this matter, the Department seeks declaratory and injunctive relief as well as civil  
penalties caused by an act or practice performed in violation of Chapter 501, Part II, Florida  
Statutes.

3. I have reviewed this matter and I have determined that an enforcement action serves  
the public interest.

Dated: December \_\_, 2011

By: 

PAMELA JO BONDI, ATTORNEY  
GENERAL FOR THE STATE OF FLORIDA



## Professional Management And Monitoring of your Foreclosure!

HERE IS WHAT WE DO FOR FREE!  
What Happens When You Call ?

We take down your address, how much your mortgage payment is, check your neighborhood to see what the real value of your home is today, not what the tax bill says. Then we call you back and tell you how many homes in your block are in foreclosure or pre foreclosure (more than you think) tell you the estimated value in 3 years and how you may save by staying and paying on your loan and all advantages and disadvantages.

HAVE MANY OPTIONS !

EXHIBIT

B

## Here is how Strategic Foreclosure Default works!

You paid \$165,000 for your home, put \$15,000 down, loan was \$150,000 4 years ago. Your payment with taxes and insurance is \$1200 a month. After 4 years you have paid Bank over \$72,000 and still own \$142,000...but your current value is only \$40,000.

### DO I KEEP PAYING OR WALK AWAY?

Pay 4 more years at \$1200 a month, balance at end still \$131,000 at \$1200 a month for 22 more years

### Or do Strategic Default

Put \$900 in your savings, pay us

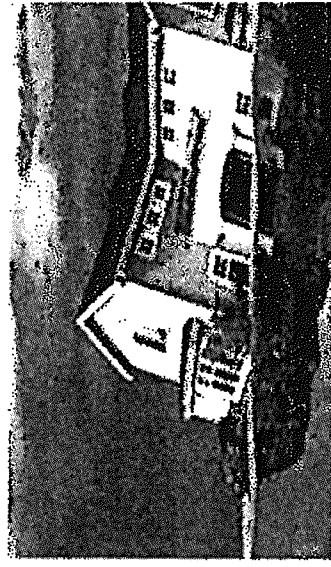
**\$300** a month to fight off the foreclosure for 4 years (Still the same \$1200 a month) Don't pay Mortgage, Taxes or Insurance...you save \$43,000 in 4 years **WHILE YOU STAY FREE** and now can pay cash for a home...or owe \$1200 a month for 22 more years. FYI - that **TOTAL** is over \$300,000 vs. \$0

Offices in Hollywood, Deerfield Beach, Delray Beach! Mailing address:

2192 Regents Blvd, West Palm Beach, Fl. 33409

**561 277 1838**

Stay in your home for  
years without paying!



ARE YOU UNDERWATER ON YOUR HOME TOO?

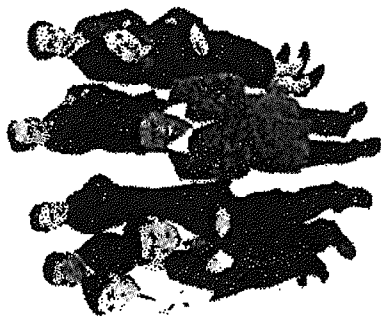
## SHOULD I KEEP PAYING ON MY HOME?

MAKE SURE YOU ARE  
DOING WHAT IS BEST  
FOR YOUR FAMILY!

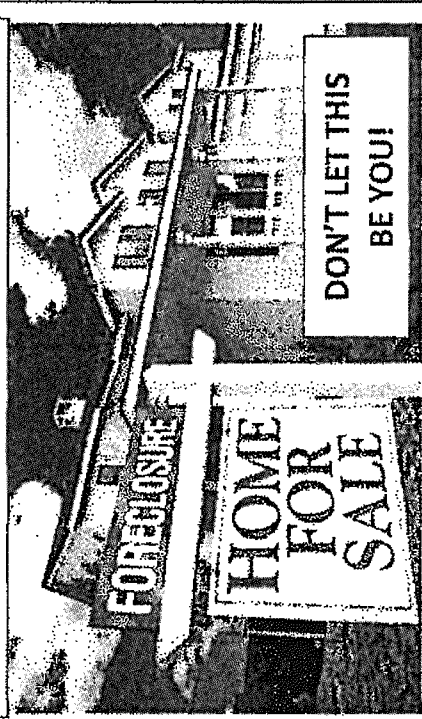
GET A FREE ANALYSIS  
FROM US AND SLEEP  
WELL TONIGHT!

*Should you walk away from your Home?*

Millions of homeowners already have. But you can probably stay free for years, not months. Let us help you! **ONLY \$300 A MONTH FOR EVERYTHING!**



BE MORTGAGE FREE AND RENT FREE TOMORROW!  
ASK US HOW OTHERS ARE DOING IT!



**561 277 1838**

*Stay in your home for Free for years for*

**\$300 a month! We Stall your Foreclosure!!!**

MGD HAS A PROVEN RECORD OF HELPING HOMEOWNERS IN A SIMILAR

OR THE EXACT SITUATION AS YOU AS WE STALL, FOR YEARS, THEIR

**FORECLOSURE**

## FREQUENTLY ASKED QUESTIONS

**Q** Why was my Loan Modification denied by my Lender?

**A** Because 93% are denied. You probably are Undervalue on your loan VS Value or have an adjustable rate loan or interest only loan. Remember if you have one of those the modification will be hire because the bank wants a monthly principle reduction as well as taxes and insurance.

**Q** What is the difference between Foreclosure and Strategic Default?

**A** Foreclosure is you are behind for months or even a year and the Bank took you to court and is foreclosing. Strategic Default is you elect to stop paying and fight the Bank to stall your Foreclosure to save \$ to save your family.

**Q** How long can I stay in my home for Free?

**A** Years in most cases. You have lots of rights to stay for Free for Years, not Months. Don't let the Bank scare you or Bully you around! Just let us give you examples.

**Q** What is my liability to the Bank or the IRS if I walk away?

**A** That can be an issue if you walk away on your own you may have the Bank come after you for the shortage. They have 20 years to do that, as well as they send you a 1099 tax bill... we can help with these. Just call us.

We offer Legal information and examples of what others are doing in your same situation. Always consult an attorney for legal advice. Each case is unique. Let us sort this out for you.



# STOP FORECLOSURE

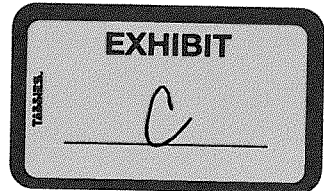
Stay in Your Home FREE for Years!  
Legally!



**Your Cost: \$300 a month**

*Includes All Attorney Fees.*

- No House Payment!
- No Real Estate Taxes!
- No Insurance!
- No HOA Fees!



**You have rights—take advantage of them.**

**Don't bother to save a**

## **Worthless Asset**

Doing a Loan Mod (rarely works) or a Short Sale and get the surprise of your life...a big tax bill for the difference!

Go to: [www.youtube.com/user/fiercerefleeleancer](http://www.youtube.com/user/fiercerefleeleancer) to see facts!

## **Free Consultation!**

### **Be Mortgage Free in 3 years!**

**Example 1:** J.P. owes \$300,000 on home worth \$100,000. Payment \$3100 a month. Pays attorney \$300 a month and saves \$2800 a month for 3 years. That is \$100,800. Then buys same home in area for \$100,000 and is NOW MORTGAGE FREE!

**Example 2:** M.G. owes \$187,000 on home worth \$60,000. Payment \$1500 a month. Pays attorney \$300 a month for 3 years and saves \$1200 a month for a total of \$43,200. Then buys same \$60,000 home and puts \$43,200 down. Payment now \$200 a month.

***Our primary goal is for you to stay in your home as long as you can... not save it, while you can save \$ to move on.***

**Call us for more information:**

CRS Legal Management Group LLC

**561-277-1838**

Offices in Palm Beach Gardens, Boca Raton & Miami. Or we come to you!



CRS Legal Management Group LLC  
3440 Hollywood Blvd., Ste. 415  
Hollywood, FL 33021

**Stop or Defend Foreclosure and Stay in  
Your Home for Years for \$300 a Month!**  
*Includes all attorney and filing fees.*

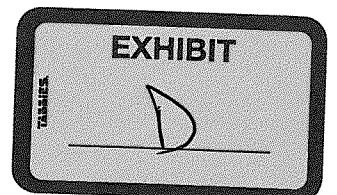
**CALL ERROL SPENCE  
YOUR LOCAL REP.**

**561-768-3711**



IN RE: THE INVESTIGATION OF MGD MANAGEMENT LLC,  
CRS MARKETING LLC, AND MARK DALEN

AG CASE#: L11-3-1086



UNIDENTIFIED MALE SPEAKER: Hi, this message is for Ms. Taylor and my name is Paul with CRS Legal Management Group. You called after either hearing us on the radio or having a friend refer you to us. We are the ones that help with the mortgage cases. They take the bank to court, keep you in the house for a few years paying just \$300 a month. Call me when you get this and schedule a time to meet. My number is 305-301-3247. I'm looking forward to hearing back from you. Take care.

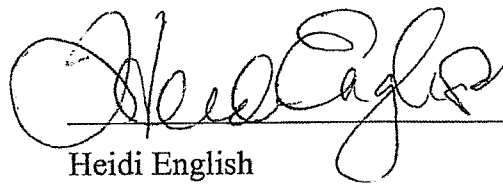
CERTIFICATE

STATE OF FLORIDA,  
COUNTY OF BROWARD:

I, Heidi English, Notary Public in and for the State of Florida at large, do hereby  
certify that I was authorized to and did transcript the above phone message.

DATED this 22<sup>nd</sup> day of December, 2011.



  
\_\_\_\_\_  
Heidi English  
Notary Public

MGD Foreclosure Monitoring and Management.  
DBA as MGD Management LLC.  
2192 Regents Blvd. West Palm Beach, Fl 33409  
Office 561 784 0993 Fax 561 300 8615

## Agreement and Authorization Form

This agreement with MGD Management LLC. will be referred to as MGD LLC.

Owner or owners of the property: [REDACTED]

Address: [REDACTED]

City, State and Zip: Sunrise Florida 33313

Check 1: Primary residence ☒ 2<sup>nd</sup> Home ☐ Investment ☐

Is home currently occupied? (yes) or no ☐ By who? [REDACTED]

Email Address: [REDACTED] Fax # [REDACTED]

Best Tel # [REDACTED] Other Tel # [REDACTED]

Date of Purchase: 8 yrs Amount: 65K

Refinanced? What year?           

1<sup>st</sup> Mortgage Lender: EMC Mortgage

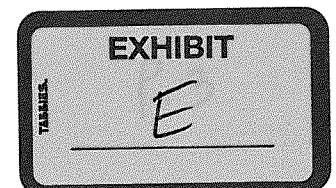
Account # [REDACTED] Balance Due 77K

Past Due how many months? 6 months

2<sup>nd</sup> Mortgage Lender (in any) NA  
Account # NA Balance Due 0

Past Due how many months?           

HOA fees a month? 229 Past due how many months? 0



Taxes included in payments? (yes or no?) \_\_\_\_\_ How much a year? \$ 139.00

Insurance Included in payments? (yes or no?) \_\_\_\_\_ How Much a year? Association

If taxes or insurance are not included how much are you behind? \_\_\_\_\_

How many loan Modifications have you tried? Yes

Details in general of what happened? Denied

Reason for default? Home not worth what I owe? ✓ I am close to foreclosure \_\_\_\_\_

I Just decided to walk away \_\_\_\_\_

**Services:** Subject to the terms and conditions of this Agreement MGD LLC. agrees to provide Foreclosure Monitoring and Management at the Property above, for the purposes of Doing Strategic Default and Foreclosure Defense on said Property. MGD LLC. will provide the following:

1. A Strategic Default information package and Document request package.
  2. Unlimited Email Support
  3. Unlimited Phone Support
  4. A Monthly Newsletter with Popular Q&A's
  5. Copies of interesting articles from newspapers each month regarding foreclosures.
  6. Forms for "Do Not Call" Letters which we will send on your behalf to all creditors that are bothering you.
  7. You get a Direct Customer Support Tel # for urgent issues if you get a letter or call that worries you.
  8. We review documents relating to your home each and every month which you will mail to us in preprinted envelopes provided.
  9. Email access to an Attorney if you need legal advice paid for by MGD. LLC.
  10. All attorneys' fees paid for foreclosure defense including filing fees in most cases by MGD. LLC.. Does not include bankruptcy fees.
  11. Weekly Monitoring and Status Updates from all info we receive from you or that may be on line.
  12. Quarterly review of your current home value and your area trends with charts, values and trends.
  13. Pre paid personal consultation with a CPA at time of foreclosure and 6 months of pre paid credit repair service.
- MGD LLC. gives information only. Legal advise needs to be provided by others.

\* Requesting Senior discount 0.45%

- 500.00

**Payment and terms:** An initial nonrefundable payment of \$ 1000.00 is due upon signing this agreement and the remainder non refundable fee of \$ 500 Nov  
\$ \_\_\_\_\_ will be paid as follows \_\_\_\_\_ 300 monthly

This contract is for Monitoring and Management only and is not taxable. The fee charge may be higher if you have a Default Notice or Sale Date or are served a Default Notice within 30 days.

The Initial fee does not include the monthly Monitoring and Management fee of \$300 which starts on 30<sup>th</sup> and continues each month till you must move by court order or you give us 30 days notice.

This contract can be canceled within 72 hours by either party of signing or anytime with 30 days written notice.

**Late Fee:** If you do not pay on time we have the right to terminate this contract within 5 days. **Timely payments are essential to your situation.** If you are 15 days behind you can reinstate contract for a late fee of \$100. If you are 30 days behind you can reinstate this contract for \$250. Subject to approval.

**Client agrees to:** Provide monthly paperwork to MGD LLC. which will include Mortgage current statement and any letters from the bank or others representing the bank.

**Client consent** Client hereby grants to MGD LLC. and its employees, agents and independent contractors permission to do work on their behave as needed.

**Release and waiver** Client further agrees to release, indemnify and hold harmless MGD employees, agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly, from the the foreclosure defense process.

**Client agrees** that in no event shall MGD LLC. Its employees, agents, contractors or suppliers total be held liable under this agreement to exceed the amount of fees paid by the client.

**Client understands** that MGD LLC. does not and cannot guarantee success or any particular result. While we shall use our best professional efforts to achieve a successful result, we can make no warranty or guarantee expressed or implied as to the successful sale of the Property in your favor. An expression of the relative merits of the Property and your chances of success are only expressions of opinions and estimates.

**General provisions :** Client understands that Forced insurance, where the bank pays for their homeowners insurance, covers the structure only and not the contents.

**Authorization:** The signing of this form authorizes us to contact others on your behalf.

P.S

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of Florida in the county of Palm Beach and Mediation with a Florida approved mediator is the first step to resolve any disputes and you agree to this.

You should read and understand this agreement. It is a legal and binding contract.

**PLEASE INITIAL AND DATE EACH PAGE—TOTAL 4 PAGES**

Client/Property Owner/ Owners

Signature(s) \_\_\_\_\_

Printed Name (s) \_\_\_\_\_

Date x

*Sent 15, 2011*

Date \_\_\_\_\_

DOE \_\_\_\_\_

DOB \_\_\_\_\_

SS# \_\_\_\_\_

**Please Initial each Page.**

MGD Management LLC. Representative

Signature \_\_\_\_\_

Date: \_\_\_\_\_

*9/26/2011*

How did you hear about us? Radio \_\_\_\_\_ Church \_\_\_\_\_ Friend \_\_\_\_\_ Other \_\_\_\_\_

# *MGD—Mark Gregory Dalen*

## **Personal Donation Program**

### **Referral Program**

Hi,

I am Mark Dalen, the owner of CRS and MGD and the gentleman that you hear on the radio all the time.

As an existing client we hope you may be able to help us help others save their homes too.

So for the next 4 weeks I am giving out \$100 Publix Grocery Gift Cards out for each referral that signs up. You can surely use it or donate it to someone in need.

If you set up a meeting to speak to your group or Church it can be a great fund raiser for you or them too.

I would like you to call me personally with these referrals as this donation for each referral is from me personally as a way to say thank you.

My cell phone # is 561 574 1125.

God Bless you.

Mark Dalen

Remember:  
The Favor of God Surrounds you and Proceeds you.

