

SUPERIOR COURT BERGEN COUNTY  
FILED

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*Laura A. Swaldoni*  
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CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for the Plaintiffs  
By: Russell M. Smith, Jr. (014202012)  
Deputy Attorney General  
(973) 877-1280

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, BERGEN COUNTY  
DOCKET NO. C-317-16

CHRISTOPHER S. PORRINO, Attorney General of the State of New Jersey, STEVE C. LEE, Director of the New Jersey Division of Consumer Affairs, and RICHARD J. BADOLATO, Commissioner of the New Jersey Department of Banking and Insurance,

Civil Action

Plaintiffs,

v.

MVP HOME SOLUTIONS LLC; STAYINORWALKAWAY LLC d/b/a SIHOWA LLC; STAY IN OR WALK AWAY LLC; SANDERS & ASSOCIATES, LLC d/b/a MVP HOME SOLUTIONS; MARCUS A. MULLINGS, JR. individually and as owner, officer, member, manager and/or agent of MVP HOME SOLUTIONS LLC and STAYINORWALKAWAY LLC; TALIA STEPHEN-MULLINGS, individually and as owner, officer, member, manager and/or agent of MVP HOME SOLUTIONS LLC and STAYINORWALKAWAY LLC; JESSIE SANDERS, individually and as owner, officer, member, manager and/or agent of MVP HOME SOLUTIONS LLC, SANDERS & ASSOCIATES, LLC and STAY IN OR WALK AWAY LLC; JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives and/or independent contractors of MVP HOME SOLUTIONS LLC, STAYINORWALKAWAY LLC, STAY IN OR WALK AWAY LLC and/or SANDERS & ASSOCIATES, LLC; and XYZ CORPORATIONS 1-20,

COMPLAINT

Defendants.

Plaintiffs Christopher S. Porrino, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, Steve C. Lee, Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, and Richard J. Badolato, Commissioner of the New Jersey Department of Banking and Insurance (“Commissioner”), with offices located at 20 West State Street, Trenton, New Jersey 08625 (collectively, “Plaintiffs”), by way of Complaint state:

### PRELIMINARY STATEMENT

1. In recent years, the troubled state of the economy has created considerable financial hardship for homeowners. Job losses and stagnant wages, when coupled with a higher cost of living, have left many homeowners and their families deep in debt and unable to make their monthly mortgage payments. In desperation, homeowners facing the imminent prospect of foreclosure seek assistance from entities and/or individuals that represent that they can prevent foreclosures, postpone foreclosure sales and/or modify mortgage loans.

2. At various times, MVP Home Solutions LLC (“MVP Home Solutions”), StayInOrWalkAway LLC d/b/a SIHOWA LLC (“SIHOWA”), Sanders & Associates, LLC d/b/a MVP Home Solutions (“Sanders & Associates”), Stay in Or Walk Away LLC (“Stay in or Walk Away”), Marcus A. Mullings, Jr. (“M. Mullings”), Talia Stephen-Mullings (“T. Mullings”) and Jessie Sanders (“J. Sanders”) (collectively, “Defendants”) have been jointly engaged in the advertisement, offer for sale, sale and performance of debt adjustment, foreclosure consulting and/or other foreclosure rescue related services to consumers in the State of New Jersey (“State” or “New Jersey”) and across the county. In doing so, Defendants have misled consumers about the services they would perform, including claiming that Defendants would assert legal defenses,

employ forensic accounting tools and/or utilize their expertise to pressure lenders to delay foreclosure proceedings or reduce the amount of the mortgage debt. Defendants charged consumers substantial monthly fees for these services, but failed to take any meaningful action on consumers' behalf. Defendants' deceptive conduct has had dire consequences for consumers as monies that could have been applied to their mortgages were paid to Defendants, resulting in consumers falling further behind on their mortgage payments while not receiving from Defendants the represented mortgage assistance.

3. Under the New Jersey Debt Adjustment and Credit Counseling Act, N.J.S.A. 17:16G-1 et seq. ("Debt Adjuster Act"), only exempt entities enumerated at N.J.S.A. 17:16G-1(c)(2), and Debt Adjusters licensed by the New Jersey Department of Banking and Insurance ("DOBI") may act or offer to act as an intermediary between a consumer and his/her home mortgage lender for the purpose of altering the payment terms of a mortgage. Critically, pursuant to N.J.S.A. 17:16G-2(a), no person other than a nonprofit social service agency or a nonprofit consumer credit counseling agency shall act as a Debt Adjuster. Defendants are neither exempt entities nor licensed Debt Adjusters, but rather for profit entities and individuals looking to enrich themselves based on consumers' confusion and desperation about potentially losing their homes to foreclosure.

4. Under the New Jersey Foreclosure Rescue Fraud Prevention Act, N.J.S.A. 46:10B-53 et seq. ("FRFPA"), any person who performs or offers to perform a distressed property service, including preventing or postponing a foreclosure sale, must be licensed by DOBI as a Foreclosure Consultant or be otherwise exempt from licensure pursuant to N.J.S.A. 46:10B-54. Defendants are not licensed Foreclosure Consultants, nor are they otherwise exempt from licensure.

5. Defendants' conduct constitutes multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), the Debt Adjuster Act, the FRFPA, the Regulations Governing Foreclosure Consultants, N.J.A.C. 3:18 et seq. ("Foreclosure Consultant Regulations"), the New Jersey Financial Institutions' Advertising Act, N.J.S.A. 17:16H-1 et seq. ("FIAA"), and the Regulations Governing Advertising by Financial Institutions, N.J.A.C. 3:2-1.1 et seq. ("Financial Institutions Advertising Regulations"). The Attorney General, the Director and the Commissioner commence this action to halt Defendants' unlicensed debt adjustment, foreclosure consulting and unconscionable business practices, as well as to restore funds to consumers and secure other authorized relief.

#### PARTIES AND JURISDICTION

6. The Attorney General is charged with the responsibility of enforcing the CFA and the Advertising Regulations. The Director is charged with the responsibility of administering the CFA and the Advertising Regulations on behalf of the Attorney General.

7. The Commissioner is charged with the responsibility of enforcing the Debt Adjuster Act, the FRFPA, the Foreclosure Consultant Regulations, the FIAA and the Financial Institutions Advertising Regulations.

8. By this action, Plaintiffs seek injunctive relief and other relief for violations of the CFA, the Advertising Regulations, the Debt Adjuster Act, the FRFPA, the FIAA and the Financial Institutions Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, the Debt Adjuster Act, the FRFPA and the FIAA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, 56:8-19, 17:16G-8, 46:10B-67 and 17:16H-3

9. Venue is proper in Bergen County, pursuant to R. 4:3-2, because it is a county in which the Defendants have maintained a business address and/or otherwise conducted business.

10. MVP Home Solutions is a New Jersey Limited Liability Company established on July 1, 2008. At all relevant times, MVP Home Solutions has maintained a business address at 1 Bridge Plaza, Suite 275, Fort Lee, New Jersey 07024 ("1 Bridge Plaza, Suite 275, Fort Lee"). The registered agent in the State for MVP Home Solutions is T. Mullings, with an address of 1265 15<sup>th</sup> Street, Penthouse D, Fort Lee, New Jersey 07024.

11. SIHOWA is a New Jersey Limited Liability Company established on October 2, 2013. At all relevant times, SIHOWA has maintained a business address at 1 Bridge Plaza, Suite 275, Fort Lee. The registered agent in the State for SIHOWA is Legalinc Corporate Services, Inc., with an address of 1200 Route 22 East, Bridgewater, New Jersey 08807.

12. Sanders & Associates is a New Jersey Limited Liability Company established on October 8, 2012. On September 24, 2013, Sanders & Associates registered "MVP Home Solutions" as an alternate name. At all relevant times, Sanders & Associates has maintained a business address at 253 Main Street, Suite 136, Matawan, New Jersey 07747 ("253 Main Street, Suite 136, Matawan"). The registered agent in the State for Sanders & Associates is J. Sanders, with an address of 253 Main Street, Suite 136, Matawan.

13. Stay in or Walk Away is a New Jersey Limited Liability Company established on December 7, 2012, and dissolved on January 8, 2015. At all relevant times, Stay in or Walk Away maintained a business address at 253 Main Street, Suite 136, Matawan. The registered agent in the State for Stay in or Walk Away was J. Sanders, with an address of 253 Main Street, Suite 136, Matawan.

14. At all relevant times, M. Mullings has been a founder, acquisition director, member and/or manager of MVP Home Solutions and SIHOWA, and has controlled, directed and/or participated in the management and operation of MVP Home Solutions and SIHOWA. M. Mullings maintains a home address of 131 Dorchester Road, Hackensack, New Jersey 07601 ("131 Dorchester Road, Hackensack").

15. At all relevant times, T. Mullings has been a managing member of MVP Home Solutions and SIHOWA, and has controlled directed and/or participated in the management and operation of MVP Home Solutions and SIHOWA. T. Mullings maintains a home address of 131 Dorchester Road, Hackensack.

16. At various times, J. Sanders has been a Chief Operating Officer, Chief Executive Officer, member and/or manager of MVP Home Solutions, Sanders & Associates and Stay in or Walk Away, and has controlled, directed and/or participated in the management and operation of MVP Home Solutions, Sanders & Associates and Stay in or Walk Away. J. Sanders maintains a home address of 180 Zeppi Lane, West Orange, New Jersey 07052.

17. John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives and/or independent contractors of MVP Home Solutions, SIHOWA, Sanders & Associates and/or Stay in or Walk Away who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

18. XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional business entities who have been involved in the conduct that gives rise to the Complaint,

but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

**A. M. Mullings, T. Mullings and J. Sanders's Operation of the Businesses:**

19. Upon information and belief, at all relevant times, Defendants have jointly engaged in the advertisement, offer for sale, sale and/or performance of debt adjustment, foreclosure consulting and/or other foreclosure rescue related services to consumers in New Jersey and elsewhere.

20. According to the LLC Operating Agreement, dated October 4, 2012, M. Mullings, T. Mullings and J. Sanders agreed to form MVP Home Solutions "for the purpose of engaging in the business of 'Real Estate Acquisitions & Mortgage Distressed Solutions for Home Owners under the marketing arm of the Limited Liability Company 'stayinorwalkaway.com, LLC' by purchasing Real Estate and Notes...and ... engag[ing] in other financial services that will garner revenue. . . ."

21. The LLC Operating Agreement also provided that any revenue garnered by MVP Home Solutions was to be split sixty percent (60%) to MVP Home Solutions and forty percent (40%) to Sanders & Associates.

22. The LLC Operating Agreement also identified the management roles as follows: M. Mullings – Finance and Sales Director; T. Mullings – Secretary and Founder; and J. Sanders – Chief Operations Officer.

23. Upon information and belief, from approximately October 2012 to approximately August 2014, M. Mullings, T. Mullings and J. Sanders through MVP Home Solutions: (a) advertised, offered for sale, sold and/or performed debt adjustment, foreclosure consulting and/or

other foreclosure rescue related services; (b) engaged in customer service and other day to day operations; and (c) accepted payments from consumers for such services.

24. Upon information and belief, after August 2014, J. Sanders was no longer associated with MVP Home Solutions.

25. Upon information and belief, until approximately December 2015, M. Mullings and T. Mullings continued operating MVP Home Solutions.

26. Since September 15, 2012, MVP Home Solutions has maintained a checking account at J.P. Morgan Chase, N.A., with an account number ending in 6950, for which T. Mullings was the only authorized signatory. The account was used for payment of numerous non-business related expenditures (e.g., iTunes; Home Depot; YMCA of Greater Bergen; DirectTV; Whole Foods; Pathmark; Wawa; Great Wall – Teaneck, NJ) and was the source of large cash withdrawals.

27. Since January 29, 2015, MVP Home Solutions has maintained a Platinum Business Checking Account at Wells Fargo, N.A., with an account number ending in 2463, for which M. Mullings and T. Mullings were the only authorized signatories. The account was used for payment of numerous non-business related expenditures (e.g., Groove Nightclub – New York, NY; George's Liquors – Hackensack, NJ; Massage Envy; Century Twenty One – Paramus, NJ; Longhorn Steak House – Rochelle Park, NJ) and was the source of large cash withdrawals as well as wire transfers to T. Mullings.

28. Upon information and belief, Defendants changed the name of the consumer-facing business from MVP Home Solutions to SIHOWA in or around December 2015.

29. From December 2015 to the present, M. Mullings and T. Mullings, through SIHOWA, have: (a) advertised, offered for sale, sold and/or performed debt adjustment, foreclosure consulting and/or other foreclosure rescue related services to public; (b) engaged in

customer service and other day to day operations; and (c) accepted payment from consumers for such services.

30. Upon information and belief, from approximately August 2014 to the present, J. Sanders through Sanders & Associates and/or Stay in or Walk Away, has: (a) advertised, offered for sale, sold and/or performed debt adjustment, foreclosure consulting and/or other foreclosure rescue related services to public; (b) engaged in customer service and other day to day operations; and (c) accepted payment from consumers for such services under the name MVP Home Solutions.

**B. Defendants' Programs:**

31. Upon information and belief, at various times, Defendants advertised, offered for sale and/or sold three (3) different programs with the stated purpose of assisting homeowners who were behind on their mortgages and/or near foreclosure, specifically: the "Stay in Your Home" Program; the "Walk Away Free & Clear" Program; and the "Stop the Sale Date" Program.

32. In the "Stay in Your Home" Program, consumers paid Defendants a monthly fee for Defendants to negotiate on the consumers' behalf with their mortgage lenders for the purchase of the consumers' mortgage notes at a discount.

33. In the "Stay in Your Home" Program, Defendants represented that they would then sell the mortgage note to a third-party investor, who would convey to the consumers a new, lower cost mortgage loan. Defendants represented that sixty percent (60%) of the consumers' monthly payments to Defendants would be credited toward the new mortgage payment, upon issuance of the new mortgage loan.

34. In the "Walk Away Free & Clear" Program, consumers paid Defendants a monthly fee to negotiate the sale of their home and release of their mortgage loans (i.e. short sale and/or deed in lieu of foreclosure sale).

35. In connection with both the “Stay in Your Home” Program and the “Walk Away Free & Clear” Program, Defendants required that consumers execute program enrollment documents, which included some or all of the following: (a) Letter of Intent, (b) Real Estate Acquisition Agreement; (c) Quit Claim Deed, by which the consumers transferred their homes to Defendants; (d) General Assignment and Power of Attorney; (e) Change of Mailing Address and 3<sup>rd</sup> Party Authorization; (f) Disclosures and Indemnifications; (g) Supplemental Disclosures Regarding 2<sup>nd</sup> and 3<sup>rd</sup> Position Liens; (h) Credit Report Authorization and Privacy Policy Disclosure Form; (i) Privacy Policy Disclosure; (j) Mortgage (Option) Agreement; and (k) Satisfaction Guarantee.

36. Upon information and belief, for the “Stay in Your Home” Program and the “Walk Away Free & Clear” Program, Defendants charged consumers a monthly fee that ranged from \$995.00 to \$1,625.00.

37. In the “Stop the Sale Date” Program, Defendants represented that they would stop an imminent foreclosure sale.

38. In connection with the “Stop the Sale” Program, Defendants required that consumers execute program enrollment documents, which included some or all of the following: (a) “Borrower Authorization” and (b) “Service Agreement.”

39. Upon information and belief, for the “Stop and Sale” Program, Defendants charged \$1,095.00 upon signing, and \$995.00 per month thereafter, for a period of up to two (2) years.

**C. Defendants’ Advertisements:**

40. Upon information and belief, starting in or around February 16, 2012, Defendants maintained a website at <http://stayinorwalkaway.com> (“Prior Website”). In or around September 14, 2014, the Prior Website was disabled pursuant to an Assurance of Discontinuance with the State of New Mexico, Office of the Attorney General, AGO Case No. 2014-060119.

41. Upon information and belief, in or around January 24, 2015, Defendants created and maintained a new website at <http://stavinhomeorwalkaway.com/> ("Defendants' Website"), which is nearly identical to the Prior Website. M. Mullings is identified as the registrant and the administrative and technical contact for Defendants' Website.

42. In or around December 2015, Defendants' Website was updated to replace all references to MVP Home Solutions with SIHOWA.

43. The screenshots referenced in paragraphs 44 through 50 come from a June 22, 2016 capture of Defendants' Website, and reflect Defendants' Website as it currently appears.

44. The home page of the Defendants' Website states as follows:

### **What Is The Stay In Or Walk Away Program?**

We are the nation's best and fastest growing buyer of Short Sales, Properties under water, Pre-foreclosures, Foreclosure and Over-Leveraged Real Estate. If you owe more than your property is worth, we will begin to negotiate with your lender's Trustee ASAP! We allow you to move on with your life with the flexibility of staying in your property or walking away!

### **Highlights of the Stay In or Walk Away Program**

- ☑ We offer a hassle free transition within 10 business days
- ☑ We STOP the Bank from harassing you every day
- ☑ We offer a 30 day Guarantee whereby you cancel our transaction if you are not satisfied with our service
- ☑ We offer Flexibility that our competitors don't by providing you (OPTIONS) Stay in your house or Walk away!
- ☑ **START OVER WITH US AND MOVE ON WITH YOUR LIFE!**

45. With regard to the “Stay in Your Home” Program, the Defendants’ Website explains:

**Stay in or Walk Away offers a brand new revolutionary program that allows homeowners to save their home from foreclosure yet still remain in their home.**

#### **How Does It Work?**

If you wish to remain in your home, we provide a solution that will allow you to remain in the property, thereby allowing you to keep your ties in the community as well as not having to relocate. In most case the payment will be half of your current mortgage payment. Once we successfully acquire the note from your lender at a discount, we will offer you multiple. At this point in time, you will be looking at a more affordable mortgage payment as well as a lower mortgage balance.

The way we are able to purchase your property at a discount is to deploy powerful legal defenses and Forensic tactics. (as the new owners), to further our goal, which is to purchase the first mortgage. We are not a law firm, and as such, we do not practice law, but we do have various relationships with Law firms that look over every deal and have a national data base of attorneys to fight on the company’s behalf to do the best we can to stop the foreclosure process. We use our 3rd party contacts consisting of attorneys (case by case), paralegals, law clerks, and senior staff to leverage the banks risk perception in a way that is simply not available to most homeowners. Our powerful strategies tilt the balance of power in our favor. They give us the leverage needed to negotiate a settlement on the mortgage note with the lender.

46. With regard to the “Walk Away Free & Clear” Program, the Defendants’ Website explains:

**Would you like to avoid foreclosure? Repair your credit?  
Get out of your mortgage without a paying anything?**

[...]

#### **Stay In or Walk Away Has The Solution!**

Stay In or Walk Away is a business entity that negotiates with your lender’s trustee or acquires residential properties from homeowners who are either behind in their mortgage payments, are upside-down or have negative equity, or a combination of both. Using legal and sound practices, the company is able to settle your debt with your bank.

47. The "How Does the Program Work" page of Defendants' Website provides a more in depth and detailed explanation of Defendants' services, including the following:

 **What is the completion time frame?**

Most acquisitions are completed within 6-12 months. Some loans are more challenging to acquire than others, for a myriad of reasons. Once you sell your property to our firm, we begin our work in our Legal Department. As you can imagine, the note purchase process is complicated. Due to the volume of legal challenges that the banks are receiving, and the legally permitted response time, and attention to details, and time for banks to reply to our motions and inquiries, we are seeing the note purchase process take anywhere from 6-12 months. We cannot control the time line of events because each case is unique. Since we do not realize a profit until we are successful, we are just as anxious as the seller to finalize the note purchase.

48. The "How Does the Program Work" page on Defendants' Website further provides:

 **Could it still go to foreclosure?**

We want you to clearly understand the risk factors that is involved, and we share the foreclosure risk with you. We make a significant investment of time and money in each property we attempt buy. We don't like to lose to the banks because it represents a significant financial loss to our company. Our profit motive, and the fact that we don't profit unless we are successful is a good thing for you as the seller. If the loans are delinquent, the foreclosure process has most likely already begun at some level. At some point during our ownership, a formal foreclosure could be initiated by the bank, and a foreclosure sale date may be scheduled. If you receive documents regarding a future foreclosure sale date, be assured that we handle this sort of thing every day, and we routinely halt/postpone/cancel foreclosure proceedings as a matter of our daily activity. Although we are very successful, we cannot guarantee 100% success in all of our dealings. It's important that you understand that the risk of foreclosure is an ongoing risk and that despite our best efforts we may not be successful in acquiring the note. We share the risk with you, as we are highly invested in each property that we own. Once we invest in a property, a foreclosure represents a significant financial loss for the company. Our legal staff closely monitors all of our properties, and the status of any foreclosure sales, and will intervene as necessary. You can be assured we have a very sophisticated tracking system which allows our staff to monitor all communications weekly, as well as routinely check on foreclosure proceedings and sale dates. Please remember: This is NOT an emergency foreclosure rescue service.

49. In addition, the “How Does the Program Work” page states:

 **What if your company is not successful?**

One of the most frequent questions that we are asked is “what happens if your company is not successful in acquiring the note?” Please note that we are not 100% successful with all our note acquisitions. There is always a chance that the lender may set a foreclosure sale date in, order to preserve their legal timeline, (even in the middle of our legal challenges). Be assured that we utilize every tactic and strategy possible to avoid this scenario, as any foreclosure results in a significant financial loss for our company. As a guarantee to you, the seller, we promise the following: if the bank sets a foreclosure at a future date, you will be contacted by our legal department and be notified. At that time, we will review the file and assess the ongoing risk vs. reward, and weigh all the options with you at that time. Bear in mind that a foreclosure sale being scheduled does not mean that we are not performing our work, nor does it mean the property will ultimately be foreclosed. We routinely stop and halt foreclosure sales in order to allow us time to complete the note purchase.

50. Defendants’ Website additionally includes quotes and/or testimonials from consumers, for example:

 *I was faced with a tough decision. How do I uproot my kids from their schools and their friends? What do I tell my friends and neighbors? This is the only company that was able to offer my family a solution.*

**Kendra Thomson**

 *The stress was too much. I was missing payments, juggling bills, dealing with harassing phone calls and I knew not only would I lose the house but that a foreclosure was just around the corner. I just wanted to get out and this company helped me do it.*

**Justin Martinez**

51. Upon information and belief, at various times, Defendants also advertised through directed mailings and/or brochures. One brochure describes Defendants’ “Stop the Sale Date” Program as follows:

- “Our ‘Stop the Sale Date Program’ is handled by our experienced legal team.”

- “We start off by initiating a Chapter 13 bankruptcy and then dismissing it after 72 hours.”
- “With all of the systems in place our legal team will be able to keep a foreclosure sale at bay for up to 5 to 6 years.”

52. Upon information and belief, at various times, Defendants also advertised debt adjustment, foreclosure consulting and/or other foreclosure rescue related services through third-party sales affiliates, who contact consumers in person or by telephone or e-mail.

53. Upon information and belief, Defendants compensated the third-party sales affiliates on a commission basis based upon the consumers they enrolled in Defendants’ programs.

54. For example, a sales affiliate communication to a consumer contained the following statements:

- “Basically the paperwork says that we will stop the foreclosure for up to 4 to 5 years.”
- “Our success rate is 100% at stopping foreclosure sales.”
- “By utilizing our systems you will save tens of thousands of dollars that would have gone to the monthly rents [sic] payments, rent deposit and moving costs.”
- “On average our clients save \$1000 or more per month.”

**D. Defendants’ Business Practices:**

55. Upon information and belief, at various times, Defendants failed to fully inform consumers about the foreclosure rescue program in which they were being enrolled.

56. Upon information and belief, Defendants’ enrollment documents for the “Stay in Your Home” Program, the “Walk Away Free & Clear” Program and/or the “Stop the Sale Date” Program failed to disclose the exact nature of the services Defendant would perform.

57. Upon information and belief, Defendants’ enrollment documents for the “Stay in Your Home” Program, the “Walk Away Free & Clear” Program and/or the “Stop the Sale Date”

Program failed to disclose the time frame during which Defendants would perform the contracted for services.

58. The Credit Report Authorization and Privacy Disclosure Form that was among the enrollment documents for the "Stay in Your Home" Program and the "Walk Away Free & Clear" Program provided that the consumer authorized Defendants to obtain and review his/her credit report "for the purpose of evaluating my financial obligations."

59. Upon information and belief, after Defendants obtained the Credit Report Authorization and Privacy Disclosure Forms, they failed to obtain credit reports and evaluate consumers' financial obligations.

60. Upon information and belief, consumers conveyed their homes to Defendants by Quit Claim Deed based upon Defendants' misrepresentation that such was necessary in order for them to negotiate the sale of the mortgage note with the consumers' lenders.

61. Upon information and belief, consumers conveyed their homes to Defendants by Quit Claim Deed based upon Defendants' misrepresentation that such was necessary in order for them to complete a short sale or deed in lieu of foreclosure.

62. Upon information and belief, consumers who were experiencing financial hardship and facing foreclosure conveyed their homes to Defendants by Quit Claim Deed for far less than the homes' market value (e.g., ten dollars (\$10.00)).

63. Upon information and belief, Defendants required that consumers execute a Credit Report Authorization and Privacy Disclosure Form and accepted monthly payments from consumers experiencing financial hardship and at risk for losing their homes in foreclosure without verifying that the consumers had the reasonable ability to make such payments.

64. Upon information and belief, Defendants charged exorbitant fees to consumers (e.g., \$995.00 per month) for their purported performance of debt adjustment, foreclosure consulting and/or other foreclosure rescue related services.

65. Upon information and belief, Defendants represented, directly or indirectly, that they were acting as an advisor or a consultant or otherwise represented that Defendants were acting on behalf of the consumer to provide debt adjustment, foreclosure consulting and/or other foreclosure rescue related services, when such was not the case.

66. Upon information and belief, Defendants' sole contact with the consumers' lenders was by sending a cease and desist letter.

67. Upon information and belief, Defendants did not engage in any negotiations with lenders for the purchase of consumers' mortgage notes.

68. Upon information and belief, on at least one (1) occasion, Defendants represented that they would contact a consumer's lender to negotiate the purchase of the consumer's mortgage note, but then failed to do so.

69. Upon information and belief, Defendants did not employ any forensic accounting tools to strengthen consumers' bargaining position with their mortgage lenders.

70. Upon information and belief, Defendants did not assert any legal defenses to strengthen consumers' bargaining positions with their mortgage lenders.

71. Upon information and belief, Defendants never successfully purchased a mortgage note from a consumer's lender as part of the "Stay in Your Home" Program.

72. Upon information and belief, Defendants never successfully provided a consumer with a new, lower-cost mortgage as part of the "Stay in Your Home" Program.

73. Upon information and belief, Defendants never successfully completed a short sale or deed in lieu of foreclosure sale with a lender on behalf of a consumer as part of the "Walk Away Free & Clear" Program.

74. Upon information and belief, as part of the "Stop the Sale Date" Program, Defendants filed at least thirty (30) pro se bankruptcy petitions on behalf of consumers in the United States District Court, Eastern District of New York by signing the consumers' names and listing false addresses within New York.

75. Upon information and belief, on at least one occasion, Defendants filed a bankruptcy proceeding on a consumer's behalf without the consumer's knowledge or consent.

76. The United States Trustee for the Eastern District of New York ("U.S. Trustee") filed a Complaint in United States Bankruptcy Court, Eastern District of New York, Adversary Proceeding No. 8-15-08230-cec, against M. Mullings and MVP Home Solutions, among others, on August 14, 2015 alleging that they acted as unlawful bankruptcy petition preparers and engaged in fraudulent, unfair and deceptive acts in violation of federal law. On March 1, 2016, the U.S. Trustee moved for summary judgment against the defendants. A decision is currently pending from the court.

**E. Defendants' Failure to be Licensed with DOBI as a Debt Adjuster and/or Foreclosure Consultant:**

77. At all relevant times, upon information and belief, Defendants have acted or offered to act, for consideration, as an intermediary between a debtor and his/her creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor.

78. Defendants have never submitted an application for licensure as a Debt Adjuster to DOBI.

79. At all relevant times, Defendants have directly and/or indirectly for compensation from a consumer, made solicitations, representations, offers to perform and/or performed services, including: preventing or postponing the foreclosure sale of a property; obtaining a forbearance from a mortgage; and/or avoiding or ameliorating the impairment of a consumer's credit resulting from default on a mortgage.

80. Defendants have never submitted an Application for Licensure as a Foreclosure Consultant to DOBI.

### COUNT I

#### **VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)**

81. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 80 above as if more fully set forth herein.

82. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

83. The CFA defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c) (emphasis added).

84. At all relevant times, Defendants have been engaged in the advertisement, offer for sale and/or sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically debt adjustment, foreclosure consulting and/or other foreclosure rescue related services.

85. Defendants have engaged in unconscionable commercial practices and deception including, but not limited to, the following:

- a. Including in Defendants' Website consumer quotes and/or testimonials concerning foreclosure rescue that were fabricated;
- b. Failing to fully inform consumers about the foreclosure rescue program in which they were being enrolled;
- c. Requiring consumers to execute enrollment documents for the "Stay in Your Home" Program, the "Walk Away Free & Clear" Program and/or the "Stop the Sale Date" Program which failed to disclose the exact nature of the services Defendant would perform;
- d. Requiring consumers to execute enrollment documents for the "Stay in Your Home" Program, the "Walk Away Free & Clear" Program and/or the "Stop the Sale Date" Program which failed to disclose the time frame during which Defendants would perform the contracted for services;
- e. Requiring consumers to convey their homes to Defendants by Quit Claim Deed under the guise that such was necessary in order for Defendants to negotiate the sale of the consumers' mortgage note with their lenders;
- f. Requiring consumers to convey their homes to Defendants by Quit Claim Deed under the guise that such was necessary in order for Defendants to complete a short sale or deed in lieu of foreclosure;
- g. Requiring consumers who were experiencing financial hardship and facing foreclosure to convey their homes to Defendants by Quit Claim Deed for far less than the homes' market value (e.g., ten dollars (\$10.00));
- h. Requiring consumers to execute a Credit Report Authorization and Privacy Disclosure Form, then failing to obtain their credit reports and/or otherwise evaluate the consumers' financial obligations and ability to make the requested monthly payments to Defendants;
- i. Requiring consumers who were experiencing financial hardship and at risk of losing their homes in foreclosure to make monthly payments to Defendants without verifying that the consumers had a reasonable ability to make such payments;
- j. Charging consumers exorbitant fees (e.g., \$995.00 per month) for their purported debt adjustment, foreclosure consulting and/or other foreclosure rescue related services;

- k. Taking monthly payments from consumers who participated in the “Stay in Your Home” Program, and then failing to provide the promised services, including asserting legal defenses and forensic tactics, negotiating the purchase of their mortgage notes at a discount, and providing them with a new, lower cost mortgage loan;
  - l. Taking monthly payments from consumers who participated in the “Walk Away Free & Clear” Program, and then failing to provide the promised services, including asserting legal defenses and negotiating the sale of their homes and release of their mortgage loans (i.e. short sale or deed in lieu of foreclosure sale);
  - m. Taking monthly payments from consumers who participated in the “Stop the Sale Date” Program, and then failing to provide the promised services (i.e. stopping an imminent foreclosure sale);
  - n. As part of the “Stop the Sale Date” Program, signing consumers’ names and providing false addresses in pro se bankruptcy petitions filed in Bankruptcy Court for the Eastern District of New York;
  - o. On at least one (1) occasion, filing bankruptcy petitions on behalf of a consumer without the consumer’s knowledge or consent;
  - p. Advertising and offering for sale debt adjustment services without being licensed by DOBI as a Debt Adjuster; and
  - q. Advertising and offering for sale foreclosure consulting services without being licensed by DOBI as a Foreclosure Consultant.
86. Each unconscionable commercial practice and/or act of deception by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

**COUNT II**

**VIOLATION OF THE CFA BY DEFENDANTS  
(FALSE PROMISES AND/OR MISREPRESENTATIONS)**

87. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 86 above as if more fully set forth herein.

88. Defendants’ conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Representing that, through the "Stay in Your Home" Program, the "Walk Away Free & Clear" Program and/or the "Stop the Sale Date" Program, Defendants would assist homeowners who were behind in their mortgages and/or nearing foreclosure, when such was not the case;
- b. Representing that, through the "Stay in Your Home" Program, Defendants would negotiate with the consumer's lender to purchase the consumer's mortgage note "at a discount," when such was not the case;
- c. Representing that, through the "Stay in Your Home" Program, Defendants would arrange for a new, lower cost mortgage loan, when such was not the case;
- d. Representing that, through the "Walk Away Free & Clear" Program, Defendants would negotiate the sale of the consumer's home and release of their mortgage loans, when such was not the case;
- e. Representing that, through the "Stop the Sale" Program, Defendants would stop an imminent foreclosure sale, when such was not the case;
- f. Misrepresenting that consumers could walk away from their homes "free and clear" of debt related to their mortgage, if they complied with the guidelines of the "Walk Away Free & Clear" Program;
- g. Misrepresenting that Defendants would "deploy powerful legal defenses" against consumers' foreclosing banks to strengthen consumers' bargaining positions;
- h. Misrepresenting that Defendants would employ "forensic tactics" against consumers' foreclosing banks to strengthen consumers' bargaining positions; and
- i. Representing, directly or indirectly, that Defendants were acting as an advisor or a consultant or on behalf of the consumer to provide debt adjustment, foreclosure counseling and/or other foreclosure rescue related services, when such was not the case.

89. Each false promise and/or misrepresentation by Defendants constitutes a separate violation under CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE ADVERTISING  
REGULATIONS BY DEFENDANTS

90. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 89 above as if more fully set forth herein.

91. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., address, among other issues, general advertising practices.

92. Specifically, the Advertising Regulations governing general advertising practices provide, in relevant part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

...

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)(9).]

93. Defendants violated the Advertising Regulations by engaging in certain conduct including, but not limited to:

- a. Representing on Defendants' Website that "in most cases" Defendants will reduce consumers mortgage to "half the current mortgage payment," when such is not the case;
- b. Representing on Defendants' Website that "most note acquisitions are completed within 6-12 months," when such is not the case;
- c. Representing on Defendants' Website that, when Defendants collect monthly payments from consumers, they "do not realize a profit until we are successful," when such is not the case;

- d. Representing on Defendants' Website that Defendants "routinely halt/postpone/cancel foreclosure proceedings as a matter of our daily activity," when such is not the case;
- e. Representing on Defendants' Website that "[i]f you owe more than your property is worth, we will begin to negotiate with your lender's trustee ASAP!," when such is not the case;
- f. Representing on Defendants' Website that "[u]sing legal and sound practices, the company is able to settle your debt with your bank," when such is not the case;
- g. Representing on Defendants' Website that Defendant's "legal staff closely monitors all of our properties, and the status of any foreclosure sales, and will intervene if necessary," when such is not the case;
- h. Representing on Defendants' Website that "[i]f the bank sets a foreclosure at a future date, you will be contacted by our legal department," when such is not the case;
- i. Representing in a brochure for the "Stop the Sale Date" Program that Defendants "will be able to keep a foreclosure sale at bay for up to 5 to 6 years," when such is not the case;
- j. Representing in communications from sales affiliates to consumers that "[o]ur success rate is 100% at stopping foreclosure sales," when such is not the case; and
- k. Representing in communications from sales affiliates to consumers that "[b]y utilizing our systems you will save tens of thousands of dollars that would have gone to the monthly rents [sic] payments, rent deposit and moving costs," when such is not the case.

94. Defendants' conduct constitutes multiple violations of N.J.A.C. 13:45A-9.2(a)(9), each of which constitutes a per se violation of the CFA.

COUNT IV

VIOLATION OF THE DEBT ADJUSTER ACT BY DEFENDANTS

95. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 94 above as if more fully set forth herein.

96. The Debt Adjuster Act defines a "Debt Adjuster" as:

(1) Debt adjuster means a person who either (a) acts or offers to act for a consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor.

[N.J.S.A. 17:16G-1(a).]

97. Additionally, N.J.S.A. 17:16G-2 provides in pertinent part the following:

a. no person other than a nonprofit social service agency or a nonprofit consumer credit counseling agency shall act as a debt adjuster.

b. it shall be unlawful for any nonprofit social service agency or nonprofit consumer credit counseling agency to act as a debt adjuster without first obtaining a license from the Commissioner of the Department of Banking pursuant to this act.

[N.J.S.A. 17:16G-2.]

98. In this regard, N.J.S.A. 17:16G-1(a) defines "nonprofit social service agency" and "nonprofit consumer credit counseling agency" as:

. . . any corporation duly organized under Title 15 of the Revised Statutes or Title 15A of the New Jersey Statutes, no part of the assets, income or profit or which is distributable to, or inures to the benefit of its members, directors or officers, except to the extent permitted under this act, and which is engaged in debt adjustment.

99. Since at least October 4, 2012, Defendants have advertised, offered for sale, and/or sold the "Stay in Your Home" Program, the "Walk Away Free & Clear" Program and the "Stop the

Sale Date" Program in this State. These programs constitute debt adjustment services within the scope of the Debt Adjuster Act, N.J.S.A. 17:16G-1(c)(1).

100. At no time did Defendants obtain a license from the Commissioner to perform as a debt adjuster, in violation of N.J.S.A. 17:16G-2(b).

101. At all relevant times, Defendants were not exempt from the requirements of the Debt Adjuster Act, N.J.S.A. 17:16G-1(c)(2).

102. Defendants, as for-profit limited liability companies and individuals, acted as debt adjusters in violation of N.J.S.A. 17:16G-2(a).

103. Defendants' conduct constitutes multiple violations of the Debt Adjuster Act, N.J.S.A. 17:16G-2.

#### COUNT V

#### VIOLATION OF THE FRFPA AND THE FORECLOSURE CONSULTANT REGULATIONS BY DEFENDANTS

104. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 103 above as if more fully set forth herein.

105. Pursuant to the FRFPA, N.J.S.A. 46:10B-55(a)(1)(a), both businesses and individuals must be licensed by the Commissioner in order to conduct business in the State as a Foreclosure Consultant.

106. The FRFPA, in pertinent part, provides that a Foreclosure Consultant:

(1) means any person, located out-of-State or within the State, who, directly or indirectly, for compensation from an owner, makes any solicitation, representation, or offer to perform, or who performs, any distressed property service that the person represents will in any manner do any of the following in relation to the owner's distressed property:

(a) prevent or postpone the foreclosure sale of the property;

(b) obtain any forbearance from any mortgagee;

\*\*\*  
(g) avoid or ameliorate the impairment of the owner's credit resulting from default on the promissory note, contract, or mortgage, or the conduct of a foreclosure sale or offer to repair the owner's credit.

[N.J.S.A. 46:10B-54.]

107. Pursuant to N.J.S.A. 46:10B-54, distressed property:

means residential real property consisting of from one to four dwelling units, at least one of which is occupied by the owner as a primary residence, and which is the subject of a mortgage foreclosure proceeding or whose owner is more than 90 days delinquent on any loan that is secured by the property.

108. The FRFPA, in pertinent part, provides that distressed property service means:

without limitation, in connection with a distressed property conditional conveyance or a distressed property conveyance, any of the following:

....  
(3) contacting creditors on behalf of an owner;

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

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

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

[N.J.S.A. 46:10B-54.]

109. Pursuant to the Foreclosure Consultant Regulations, N.J.A.C. 3:18-7.1(a):

No person shall advertise as a foreclosure consultant, foreclosure consultant specialist, or similar designation in this State unless licensed as a foreclosure consultant.

110. Since at least October 4, 2012, by operating the “Stay in Your Home” Program, “Walk Away Free & Clear” Program, and/or the “Stop the Sale Date” Program, Defendants have advertised, offered for sale, sold and/or performed distressed property services in the State that constitute foreclosure consultant services within the scope of the FRFPA.

111. At no time did Defendants obtain a license from the Commissioner to perform as a foreclosure consultant, in violation of N.J.S.A. 46:10B-55(a)(1)(a).

112. At all relevant times, Defendants were not exempt from the requirements of the FRFPA, N.J.S.A. 46:10B-54.

113. Further, through Defendants’ Website and otherwise, Defendants have advertised as a foreclosure consultant without being so licensed in violation of N.J.A.C. 3:18-7.1(a).

114. Defendants’ conduct constitutes multiple violations of the FRFPA, N.J.S.A. 46:10B-67, and the Foreclosure Consultant Regulations, N.J.A.C. 3:18-9.1.

## COUNT VI

### VIOLATION OF THE FIAA AND THE FINANCIAL INSTITUTIONS ADVERTISING REGULATIONS BY DEFENDANTS

115. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 114 above as if more fully set forth herein.

116. Pursuant to the FIAA, specifically N.J.S.A. 17:16H-1, and the Financial Institutions Advertising Regulations, specifically N.J.A.C. 3:2-1.2, “financial institution” means any institution, corporation, partnership or individual subject to the supervision, regulation or licensing by [DOBI].”

117. Pursuant to N.J.S.A. 17:16H-2 and N.J.A.C. 3:2-1.4(a):

No financial institution shall make, publish, disseminate, circulate, or place before the public, or cause directly or indirectly, to be made, published, disseminated, circulated, or

placed before the public, in a newspaper, magazine or other publication, or in the form of a notice, circular, pamphlet, letter or poster, or over any radio or television station, or in any other way, an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of banking, lending or being a financial institution or with respect to any person in the conduct of such business, which is inaccurate, untrue, deceptive or misleading, or which negatively affects the public's confidence in such financial institution or financial institutions in general.

118. At all relevant times, Defendants were subject to the supervision, regulation or licensing by DOBI, pursuant to N.J.S.A. 17:16H-1 and N.J.A.C. 3:2-1.2.

119. Defendants violated the FIAA and the Financial Institutions Advertising Regulations by engaging in certain conduct including, but not limited to:

- a. Representing on Defendants' Website that "in most cases" Defendants will reduce consumers mortgage to "half the current mortgage payment," when such is not the case;
- b. Representing on Defendants' Website that "most note acquisitions are completed within 6-12 months," when such is not the case;
- c. Representing on Defendants' Website that, when Defendants collect monthly payments from consumers, they "do not realize a profit until we are successful," when such is not the case;
- d. Representing on Defendants' Website that Defendants "routinely halt/postpone/cancel foreclosure proceedings as a matter of our daily activity," when such is not the case;
- e. Representing on Defendants' Website that "[i]f you owe more than your property is worth, we will begin to negotiate with your lender's trustee ASAP!," when such is not the case;
- f. Representing on Defendants' Website that "[u]sing legal and sound practices, the company is able to settle your debt with your bank," when such is not the case;

- g. Representing on Defendants' Website that Defendant's "legal staff closely monitors all of our properties, and the status of any foreclosure sales, and will intervene if necessary," when such is not the case;
- h. Representing on Defendants' Website that "[i]f the bank sets a foreclosure at a future date, you will be contacted by our legal department," when such is not the case;
- i. Representing in a brochure for the "Stop the Sale Date" Program that Defendants "will be able to keep a foreclosure sale at bay for up to 5 to 6 years," when such is not the case;
- j. Representing in communications from sales affiliates to consumers that "[o]ur success rate is 100% at stopping foreclosure sales," when such is not the case; and
- k. Representing in communications from sales affiliates to consumers that "[b]y utilizing our systems you will save tens of thousands of dollars that would have gone to the monthly rents [sic] payments, rent deposit and moving costs," when such is not the case.

120. Defendants' conduct constitutes multiple violations of the FIAA, N.J.S.A. 17:16H-2, and the Financial Institutions Advertising Regulations, N.J.A.C. 3:2-1.4(a).

#### COUNT VII

**VIOLATION OF THE CFA, THE ADVERTISING REGULATIONS,  
THE DEBT ADJUSTER ACT, THE FRFPA, THE FORECLOSURE  
CONSULTANT REGULATIONS, THE FIAA AND THE  
FINANCIAL INSTITUTIONS ADVERTISING REGULATIONS  
BY MARCUS A. MULLINGS**

121. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 120 above as if more fully set forth herein.

122. At all relevant times, M. Mullings has been a founder, acquisition director, member and/or manager of MVP Home Solutions and SIHOWA, and has controlled, directed and/or

participated in the management and operation of those entities, including the conduct alleged in this Complaint.

123. Mullings's conduct makes him personally liable for the violation of the CFA, the Advertising Regulations, the Debt Adjuster Act, the FRFPA, the Foreclosure Consultant Regulations, the FIAA and the Financial Institutions Advertising Regulations, committed by MVP Home Solutions and SIHOWA.

**COUNT VIII**

**VIOLATION OF THE CFA, THE ADVERTISING REGULATIONS,  
THE DEBT ADJUSTER ACT, THE FRFPA, THE FORECLOSURE  
CONSULTANT REGULATIONS, THE FIAA AND THE  
FINANCIAL INSTITUTIONS ADVERTISING REGULATIONS  
BY TALIA STEPHEN-MULLINGS**

124. Plaintiff's repeat and reallege the allegations contained in paragraphs 1 through 123 above as if more fully set forth herein.

125. At all relevant times, T. Mullings has been a managing member of MVP Home Solutions and SIHOWA, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

126. T. Mullings conduct makes her personally liable for the violation of the CFA, the Advertising Regulations, the Debt Adjuster Act, the FRFPA the Foreclosure Consultant Regulations, the FIAA and the Financial Institutions Advertising Regulations, committed by MVP Home Solutions and SIHOWA.

COUNT IX

**VIOLATION OF THE CFA, THE ADVERTISING REGULATIONS,  
THE DEBT ADJUSTER ACT, THE FRFPA, THE FORECLOSURE  
CONSULTANT REGULATIONS, THE FIAA AND THE  
FINANCIAL INSTITUTIONS ADVERTISING REGULATIONS  
BY JESSIE SANDERS**

127. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 126 above as if more fully set forth herein.

128. At various times, J. Sanders was the Chief Operating Officer, Chief Executive Officer, member and/or manager of MVP Home Solutions, Sanders & Associates and Stay in or Walk Away, and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Complaint.

129. Sanders's conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, the Debt Adjuster Act, the FRFPA, the Foreclosure Consultant Regulations, the FIAA and the Financial Institutions Advertising Regulations, committed by MVP Home Solutions, Stay in or Walk Away and Sanders & Associates.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- a) Finding that the acts and omissions of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Debt Adjuster Act, N.J.S.A. 17:16G-1 et seq., the FRFPA, N.J.S.A. 46:10B-53 et seq., the Foreclosure Consultant Regulations, N.J.A.C. 3:18 et seq., the FIAA, N.J.S.A. 17:16H-1 et seq., and the Financial Institutions Advertising Regulations, N.J.A.C. 3:2-1.1 et seq.;

- b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, members, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Debt Adjuster Act, N.J.S.A. 17:16G-1 et seq., the FRFPA, N.J.S.A. 46:10B-53 et seq., the Foreclosure Consultant Regulations, N.J.A.C. 3:18 et seq., the FIAA, N.J.S.A. 17:16H-1 et seq., and the Financial Institutions Advertising Regulations, N.J.A.C. 3:2-1.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint;
- c) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, members, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from advertising, offering for sale, selling and/or performing debt adjustment, foreclosure counseling and/or other foreclosure rescue related services, including, but not limited to, the "Stay in Your Home" Program, the "Walk Away Free & Clear" Program and/or the "Stop the Sale Date" Program;
- d) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, members, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from advertising, offering for sale, selling and/or performing debt adjustment services under the Debt Adjuster Act, N.J.S.A. 17:16G-1 et seq.;
- e) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, members, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from advertising, offering for sale, selling and/or performing foreclosure consultant services under the FRFPA, N.J.S.A. 46:10B-53 et seq.;
- f) Canceling the certificates of formation in the State for MVP Home Solutions, SIHOWA, Sanders & Associates and Stay in or Walk Away, as authorized by the CFA, N.J.S.A. 56:8-8;
- g) Ordering Defendants to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the violation of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Debt Adjuster Act, N.J.S.A. 17:16G-1 et seq., the FRFPA, N.J.S.A. 46:10B-53 et seq., the Foreclosure Consultant Regulations, N.J.A.C. 3:18 et seq., the FIAA, N.J.S.A. 17:16H-1 et seq., and the Financial Institutions Advertising Regulations, N.J.A.C. 3:2-

1.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint;

- h) Appointing a receiver, as authorized by the CFA, N.J.S.A. 56:8-8 and N.J.S.A. 56:8-9, at Defendants' expense, to assume control over the assets of Defendants, render a full accounting and thereafter sell and/or convey such assets under the direction of the Court in order to restore money or property (real or personal) to any person, whether or not named in the Complaint, acquired or retained by Defendants as a result of their unlawful acts;
- i) Permanently enjoining M. Mullings, T. Mullings and J. Sanders from managing or owning any business organization within this State and from serving as an officer, director, trustee, member of an executive board or similar governing body, principal, manager, stockholder owning 10% or more of the aggregate outstanding capital stock of all classes of any corporation doing business in this State, as authorized by the CFA, N.J.S.A. 56:8-8;
- j) Directing Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or property (real or personal) acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- k) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13, for each and every violation of the Debt Adjusters Act, in accordance with N.J.S.A. 17:16G-8, for each and every violation of the FRFPA, in accordance with N.J.S.A. 46:10B-67(a), for each and every violation of the Foreclosure Consultant Regulations, in accordance with N.J.A.C. 3:18-9.1, for each and every violation of the FIAA, in accordance with N.J.S.A. 17:16H-4, and for each and every violation of the Financial Institutions Advertising Regulations, in accordance with N.J.A.C. 3:2-1.7;
- l) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and

- m) Granting such other relief as the interests of justice may require.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Russell M. Smith, Jr.  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 14, 2016  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., the Debt Adjuster Act, N.J.S.A. 17:16G-1 et seq., the FRFPA, N.J.S.A. 46:10B-53 et seq., the Foreclosure Consultant Regulations, N.J.A.C. 3:18 et seq., the FIAA, N.J.S.A. 17:16H-1 et seq., and the Financial Institutions Advertising Regulations, N.J.A.C. 3:2-1.1 et seq., is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

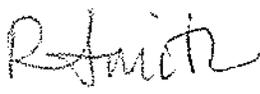
By:   
\_\_\_\_\_  
Russell M. Smith, Jr.  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 14, 2016  
Newark, New Jersey

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Russell M. Smith, Jr.  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 14, 2016  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Russell M. Smith, Jr., is hereby designated as trial counsel for the Plaintiffs in this action.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Russell M. Smith, Jr.  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 14, 2016  
Newark, New Jersey