



Road, Suite 310, Agoura Hills, California 91301; and/or 5776-D Lindero Cyn. Road, #409, Westlake Village, California 91362.

3. The Defendant, Brian Pascal (“Pascal”), is the owner and/or officer of PLA and, at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with an address of 27489 Agoura Road, Suite 310, Agoura Hills, California 91301; and/or 5776-D Lindero Cyn. Road, #409, Westlake Village, California 91362; and/or 2653 Via Zurita Court, Santa Rosa Valley, California 93012.

4. The term “Defendants” as used in this complaint means PLA and Pascal.

### **FACTS**

5. At all times relevant hereto, Defendants maintained a website for PLA at [www.premierlegaladvocates.com](http://www.premierlegaladvocates.com). This website is not currently active.

6. Defendants’ advertised services included, but were not limited to, the following:

- a. Reinstatements;
- b. Repayment Plans;
- c. Forbearance Plans;
- d. Loan Modifications;
- e. Partial Claims;
- f. Refinances; and
- g. Short-Sales or Pre-foreclosure Sales.

7. Defendants advertised that “Premier Legal Advocates can help you to go through a process of mortgage modification if you want to prevent foreclosure of your home.”

8. Defendants further advertised that “Premier Legal Advocates will help you renegotiate with your creditor. [Premier Legal Advocates] will strike the best possible deal with the creditor that will make it easier for you to make your financial plans.”

9. Defendants stated that if an individual “choose[s] a firm like Premier Legal Advocates that employs attorneys who have mastered the art of negotiating, [he/she is] more likely to get a good deal.”

10. Defendants further stated in their Consulting Fee Agreement (“Agreement”) that “We have built up relationships with many national Financial Institutions over the years which allow us to obtain the very best results.”

11. Defendants advertised a “**100% MONEY BACK GUARANTEE.**” Defendants stated that, “Premier Legal Advocates will guarantee to provide you, our Client, with a loan modification on your existing mortgage loan. If we fail to obtain a loan modification of your loan, Premier Legal Advocates will provide you with a **full 100 percent REFUND.**” (emphasis in original.)

12. Defendants advertised their services via the internet and telephone solicitations.

#### **FACTS SURROUNDING DEFENDANTS’ AGREEMENT WITH MATTOX**

13. Chestlene Mattox (“Mattox”), a resident of Shelbyville, Shelby County, Indiana, initially learned of Defendants’ services through a telephone call she placed to Defendants.

14. On or about April 25, 2010, Mattox entered into and signed an Agreement with Defendants for Defendants’ services as a credit services organization and foreclosure consultant.

15. On or about April 29, 2010, Mattox made one (1) payment totaling Nine Hundred and Ninety-Eight Dollars (\$998.00) to Defendants for Defendants’ services as a credit services organization and foreclosure consultant.

16. Defendants' representations to Mattox regarding the services Defendants were to provide failed to include the following provisions in writing as required by Indiana law:

- a. A complete and detailed description of the services to be performed by Defendants for the buyer and the total cost of the services;
- b. A statement explaining the buyer's right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681);
- e. A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

17. Defendants failed to provide Mattox with two (2) copies of a Notice of Cancellation form.

18. At all times relevant, Defendants never obtained a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or filed it with the Office of the Indiana Attorney General, as required by Ind. Code § 24-5-15-8.

19. Defendants failed to provide Mattox with written notice of her rights under Ind. Code art. 24-5.5.

20. Defendants demanded and received compensation before Defendants fully performed all services Defendants contracted to perform, or represented that Defendants would perform.

21. Defendants failed to refund any or all of the Nine Hundred and Ninety-Eight Dollars (\$998.00) paid by Mattox for Defendants services as a credit services organization and foreclosure consultant despite Mattox's repeated attempts in contacting Defendants.

**FACTS SURROUNDING DEFENDANTS' AGREEMENT  
WITH OTHER INDIANA RESIDENTS**

22. From November 2009 to the present time, Defendants entered into contracts with the following six (6) Indiana consumers, who paid the specified amount, for Defendants' services as a credit services organization and foreclosure consultant:

<b><u>Indiana Consumer</u></b>	<b><u>City of Residence</u></b>	<b><u>County of Residence</u></b>	<b><u>Total Amount Paid to Defendants</u></b>
Danny Taber	Osceola	Elkhart County	\$1,500.00
Janet Sheets	Lebanon	Boone County	\$998.00
David Lee	Merrillville	Lake County	\$2,247.00
Delbee Freeman	Logansport	Cass County	\$2,526.00
Brent Magee	Knightstown	Henry County	\$1,000.00
Edward Frost	Mentone	Kosciusko County	\$1,750.00

23. These six (6) Indiana consumers entered into contracts with Defendants for Defendants' services as a credit services organization and foreclosure consultant.

24. The contracts required these six (6) Indiana consumers to pay Defendants an up-front fee for Defendants' services.

25. Defendants' representations to these six (6) Indiana consumers regarding the services Defendants were to provide failed to include the following provisions in writing as required by Indiana law:

- a. A complete and detailed description of the services to be performed by Defendants for the buyer and the total cost of the services;
- b. A statement explaining the buyer's right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681);
- e. A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

26. Defendants failed to provide these six (6) Indiana consumers with two (2) copies of a Notice of Cancellation form.

27. At all times relevant, Defendants never obtained a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or filed it with the Office of the Indiana Attorney General, as required by Ind. Code § 24-5-15-8.

28. Defendants failed to provide these six (6) Indiana consumers with written notice of their rights under Ind. Code art. 24-5.5.

29. Defendants demanded and received compensation before Defendants fully performed all services Defendants contracted to perform, or represented that Defendants would perform.

30. Defendants failed to provide a refund to these six (6) Indiana consumers for Defendants services as a credit services organization and foreclosure consultant.

**COUNT I: VIOLATIONS OF THE CREDIT SERVICES ORGANIZATIONS ACT**

31. Paragraphs one (1) through thirty (30) are incorporated herein by reference.

32. By contracting to perform the services referred to in paragraphs one (1) through thirty (30), Defendants are a “credit services organization” as defined by Ind. Code § 24-5-15-2.

33. By receiving payment from the Indiana consumers discussed above before the complete performance of the services referred to above, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-5(1).

34. By failing to provide the Indiana consumers discussed above with a written statement containing any of the nine (9) statutorily required provisions prior to executing a contract or receiving valuable consideration, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-6. The provisions are:

- a. A complete and detailed description of the services to be performed by the credit services organization for the buyer and the total cost of the services;
- b. A statement explaining the buyer’s right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer’s right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681);
- e. A statement that the buyer’s file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;

- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

35. By failing to include in the representations referred to above, or any other document provided to the Indiana consumers discussed above, a statement and notice of cancellation as required by Ind. Code §§ 24-5-15-7(a)(1) and 24-5-15-7(b), Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-7.

36. By failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit service organization, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-8.

37. By failing to file a copy of said surety bond with the Office of the Indiana Attorney General prior to doing business as a credit service organization, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-8.

**COUNT II: VIOLATIONS OF THE  
MORTGAGE RESCUE PROTECTION FRAUD ACT**

38. Paragraphs one (1) through thirty (30) are incorporated herein by reference.

39. By performing or soliciting to perform the services referred to in paragraphs one (1) through thirty (30), Defendants are a "foreclosure consultant" as defined by Ind. Code § 24-5.5-2-2.

40. By entering into or attempting to enter into a foreclosure consultant contract with the Indiana consumers discussed above without first providing them with written notice of the

consumers' rights under Ind. Code art. 24-5.5, Defendants violated the Mortgage Rescue Protection Fraud Act, Ind. Code § 24-5.5-5-2(1).

41. By demanding or receiving compensation before Defendants fully performed all services Defendants contracted to perform or represented that Defendants would perform, and before Defendants complied with the security requirements under Ind. Code § 24-5-15-8, Defendants violated the Mortgage Rescue Protection Fraud Act, Ind. Code § 24-5.5-5-2(2).

**COUNT III: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

42. Paragraphs one (1) through thirty (30) are incorporated herein by reference.

43. The transaction referred to in paragraphs one (1) through thirty (30) is a “consumer transaction” as defined by Ind. Code § 24-5-0.5-2(a)(1).

44. Defendants are a “supplier” as defined by Ind. Code § 24-5-0.5-2(a)(3).

45. The violations of the Indiana Credit Services Organizations Act referred to in paragraphs thirty-one (31) through thirty-seven (37) constitute deceptive acts pursuant to Ind. Code § 24-5-15-11.

46. By representing to consumers that Defendants had the characteristics of experienced consultants with in-depth industry knowledge on how to avoid and stop foreclosure, Defendants violated the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3.

47. The violations of the Mortgage Rescue Protection Fraud Act referred to in paragraphs thirty-eight (38) through forty-one (41) constitute deceptive acts pursuant to Ind. Code § 24-5.5-6-1.

**COUNT IV: KNOWING AND INTENTIONAL VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

48. Paragraphs one (1) through thirty (30) are incorporated herein by reference.

49. The misrepresentations and deceptive acts set forth above were committed by Defendants with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, enjoining Defendants from the following:

a. In the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit services organization;

b. In the course of performing services as a credit services organization, failing to file said surety bond with the Office of the Indiana Attorney General prior to doing business as a credit services organization;

c. In the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless Defendants had obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Ind. Code § 24-5-15-8;

d. In the course of performing services as a credit services organization, failing to provide the consumers with a written statement containing each of the provisions required by Ind. Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration;

e. In the course of performing services as a credit services organization, failing to include in contracts with the consumers the statement required by Ind. Code § 24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Ind. Code § 24-5-15-7(b);

f. In the course of performing services as a foreclosure consultant, entering into or attempting to enter into a foreclosure consultant contract with a homeowner without first providing the homeowner with written notice of the homeowner's rights under Ind. Code art. 24-5.5;

g. In the course of performing services as a foreclosure consultant, demanding or receiving compensation until Defendants have fully performed all services Defendants have contracted to perform or represented that Defendants would perform, unless Defendants comply with the security requirements under Ind. Code § 24-5-15-8; and

h. Representing to consumers that Defendants are, or have the characteristics of, an experienced consultant with in-depth industry knowledge on how to avoid and stop foreclosures.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants for the following relief:

a. Restitution in an amount to be determined at trial;

b. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

c. On Count III of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10;

d. On Count IV of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in

the amount of Five Hundred Dollars (\$500.00) per violation, payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10; and

- f. All other just and proper relief.

Respectfully submitted,

GREGORY F. ZOELLER  
INDIANA ATTORNEY GENERAL  
Attorney No.: 1958-98

By: \_\_\_\_\_  
Laura A. Turner  
Deputy Attorney General  
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**OFFICE OF THE ATTORNEY GENERAL**  
**DIVISION OF CONSUMER PROTECTION**

Re: Case Name: Premier Legal Advocates and Brian Pascal  
Litigation File Number: 11-06321  
Consumer File Number(s): 10-CP-61154, 10-CP-60084, 10-CP-59543, 10-CP-59902,  
10-CP-61153, 10-CP-60546, and 10-CP-59095

This complaint and all attachments hereto contain no information in violation of Ind. Code ch. 4-1-10 (Release of Social Security Number), Ind. Code ch. 4-1-11 (Notice of Security Breach), or any other state or federal statute or rule restricting the release of information.

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Laura A. Turner  
Deputy Attorney General

**REPORT TO THE ATTORNEY GENERAL**

Pursuant to Ind. Code § 25-1-7-7, and after conducting an investigation, Gabrielle J. Owens, Deputy Director of the Licensing Enforcement and Homeowner Protection Unit, believes that the foreclosure consultants, Premier Legal Advocates and Brian Pascal, should be subjected to civil sanctions.

Respectfully submitted,

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Date

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Gabrielle J. Owens  
Deputy Director  
Licensing Enforcement &  
Homeowner Protection Unit

