

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH

COMMONWEALTH OF VIRGINIA,  
EX REL. KENNETH T. CUCCINELLI, II,  
ATTORNEY GENERAL,

Plaintiff,

v.

CIVIL ACTION NO. \_\_\_\_

NATIONWIDE LOAN MODIFICATION BUREAU, LLC,  
a Virginia limited liability company,

SERVE: Joel H. Peck, Clerk  
State Corporation Commission  
Statutory Agent pursuant to  
Virginia Code § 13.1-1018(B)  
1300 East Main Street  
Richmond, VA 23219  
(City of Richmond)

SERVE: Jason Gillentine, Member/Manager  
Nationwide Loan Modification  
Bureau, LLC  
804 Danbury Drive  
Norfolk, VA 23518  
(City of Norfolk)

Defendant.

COMPLAINT

The Plaintiff, Commonwealth of Virginia, by, through and at the relation of its Attorney General, Kenneth T. Cuccinelli, II (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, Nationwide Loan Modification Bureau, LLC (the

“Defendant”), has engaged constitute violations of the Virginia Consumer Protection Act (“VCPA”), Virginia Code §§ 59.1-196 to 59.1-207. The Commonwealth prays that this Court grant the relief requested in this Complaint and states the following in support thereof:

### JURISDICTION AND VENUE

1. The Commonwealth brings this action pursuant to the authority set forth in § 59.1-203 of the VCPA, which provides, *inter alia*, that the Attorney General may bring an action to enjoin any violation of the VCPA.

2. The Circuit Court for the City of Virginia Beach has authority to entertain this action and to grant the relief requested herein pursuant to the VCPA, the VCSBA and §§ 8.01-620 and 17.1-513 of the Code of Virginia.

3. Venue is proper in this Court pursuant to Virginia Code § 8.01-262 because the Defendant has or had a registered office in the City of Virginia Beach, and, alternatively, the Defendant regularly conducts or conducted substantial business activity in, and portions of the causes of action asserted arose in, the City of Virginia Beach. Venue is preferred in this Court pursuant to Virginia Code § 8.01-261(15)(c) because some or all of the acts to be enjoined are, or were, being done in the City of Virginia Beach.

4. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Plaintiff gave the Defendant written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General to demonstrate that no violations of the VCPA had occurred, or, in the alternative, to execute an appropriate Assurance of Voluntary Compliance. The Defendant has failed to demonstrate that no violations have occurred and has failed to execute an appropriate Assurance of Voluntary Compliance.

## PARTIES

5. The Plaintiff is the Commonwealth of Virginia, by, through and at the relation of Kenneth T. Cuccinelli, II, Attorney General of Virginia.

6. The Defendant, Nationwide Loan Modification Bureau, LLC, is a Virginia limited liability company, which conducts its business operations at 281 Independence Boulevard, Suite 216, Pembroke One Building, Virginia Beach, Virginia 23462.

## FACTS

7. On or about December 1, 2008, the Defendant incorporated in Virginia as a limited liability company under the name Nationwide Loan Modification Bureau, LLC, and has retained this name since that date (the "Relevant Period"). The Defendant has its principal office in Virginia Beach, Virginia, and operated at that location accepting new clients until at least June 23, 2010.

8. In the ordinary course of business, the Defendant operates, or has operated, a loan modification business where it negotiates with a consumer borrower's mortgage lender or service on their behalf. The Defendant represents in its advertising that it can help a borrower avoid or prevent foreclosure by working with their mortgage lender or servicer to lower mortgage payments, lower the borrower's principal balance, lower the borrower's interest rate, forgive past due balances, and delay or stop foreclosures. A copy of a portion of the Defendant's Internet website is attached as Exhibit A.

9. Borrowers must enter into contractual agreements with the Defendant to use its services. The Defendant charges two separate fees for its services. Borrowers must pay a \$1,200 processing fee before any service is rendered. Borrowers also must pay an additional \$1,200 closing fee once the services have been completed and a loan modification is offered and accepted. A copy

of the Defendant's form contract is attached as Exhibit B.

10. In some cases, the Defendant fails to return consumers' telephone calls, and in any event, does little or nothing to help paying consumers avoid or prevent foreclosure.

11. In some cases, the Defendant instructs consumers to stop paying their mortgages, often to the consumers' detriment.

### CAUSES OF ACTION

#### COUNT I – VIRGINIA CONSUMER PROTECTION ACT / FORECLOSURE RESCUE LAW

12. The Commonwealth re-alleges and incorporates by reference the allegations of Paragraphs 1 through 11 above.

13. The Defendant is now, and was at all relevant times mentioned herein, a "supplier" of "goods" or "services" in connection with "consumer transactions," as those terms are defined in § 59.1-198 of the VCPA.

14. By offering for sale, and advertising for sale, credit and loan modification assistance services to consumers, the Defendant has and does engage in "consumer transactions," as defined in § 59.1-198 of the VCPA.

15. The Defendant is now, and was at all relevant times mentioned herein, a supplier of services to avoid or prevent foreclosure and takes part in "consumer transaction[s] involving residential real property owned and occupied as the primary dwelling unit of the owner . . . ." Virginia Code § 59.1-200.1.

16. The VCPA's Foreclosure Rescue law prohibits any supplier of a service to avoid or prevent foreclosure from "charg[ing] or receive[ing] a fee . . . prior to the full and complete

performance of the services it has agreed to perform, if the transaction does not involve the sale or transfer of residential real property.” Virginia Code § 59.1-200.1.

17. Accordingly, before charging or receiving any fees for services rendered, the Defendant is, and was, required to fully perform the contracted for services. Virginia Code § 59.1-200.1.

18. During the period from July 1, 2009 until at least June 23, 2010, the Defendant continually collected a \$1,200 processing fee from its consumer clients in advance of performing any of its contracted for services. Any advance fees collected violated, and continue to violate, § 59.1-200.1 of the VCPA. The Defendant’s services did not involve the sale or transfer of the consumer’s residential real property.

19. Individual consumers have suffered losses as a result of the Defendant’s violations of § 59.1-200.1 of the VCPA.

20. The Defendant willfully did the acts described herein in violation of § 59.1-200.1 of the VCPA.

### **COUNT II- VIRGINIA CONSUMER PROTECTION ACT**

21. The Commonwealth re-alleges and incorporates by reference the allegations of Paragraphs 1 through 20 above.

22. In connection with consumer transactions, the VCPA prohibits suppliers, from among other things:

- a. misrepresenting that goods or services have certain qualities, characteristics, ingredients, uses, or benefits, pursuant to Virginia Code § 59.1-200(A)(5);
- b. using any other deception, false pretense, false promise, or misrepresentation

in connection with a consumer transaction, pursuant to Virginia Code § 59.1-200(A)(14).

23. The Defendant violated the VCPA through the acts and practices described in this Complaint, including, but not limited to, by:

a. misrepresenting the benefits of its services when it promised it could help consumers avoid or prevent foreclosure, when the company in many cases did little or nothing to assist its homeowner customers avoid foreclosure; and

b. using false promises in connection with consumer transactions, when it promised it could help consumers avoid or prevent foreclosure, when the company in many cases did little or nothing to assist its homeowner customers avoid foreclosure.

24. The Defendant willfully engaged in the acts and practices described in this Complaint in violation of the VCPA.

25. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by the Defendant.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court:

A. Preliminarily and permanently enjoin Nationwide and its members, managers, employees, agents, successors, and assigns from violating §§ 59.1-200(A)(5) and (14) and 59.1-200.1 of the VCPA, pursuant to Virginia Code § 59.1-203;

B. Grant judgment against Nationwide and award to the Commonwealth all sums necessary to restore to any consumers the money or property acquired from them by Nationwide in connection with its violations of §§ 59.1-200(A)(5) and (14) and 59.1-200.1 of the VCPA pursuant

to Virginia Code § 59.1-205;

C. Enter any additional orders or decrees as may be necessary to restore to any consumers the money or property acquired from them by Nationwide in connection with its violations of §§ 59.1-200(A)(5) and (14) and 59.1-200.1 of the VCPA, pursuant to Virginia Code § 59.1-205;

D. Grant judgment against Nationwide and award to the Commonwealth civil penalties of up to \$2,500 per violation for each willful violation of §§ 59.1-200(A)(5) and (14) and 59.1-200.1 of the VCPA, pursuant to Virginia Code § 59.1-206(A), with the exact number of violations to be proven at trial;

E. Grant judgment against Nationwide and award to the Commonwealth its costs, reasonable expenses incurred in investigating and preparing the case up to \$1,000.00 per violation of §§ 59.1-200(A)(5) and (14) and 59.1-200.1 of the VCPA, and its attorneys' fees, pursuant to Virginia Code § 59.1-206(C); and

F. Grant such other and further relief as the Court deems equitable and proper.

COMMONWEALTH OF VIRGINIA,  
*EX REL.* KENNETH T. CUCCINELLI, II,  
ATTORNEY GENERAL

By: \_\_\_\_\_

  
Mark S. Kubiak

Kenneth T. Cuccinelli, II  
Attorney General

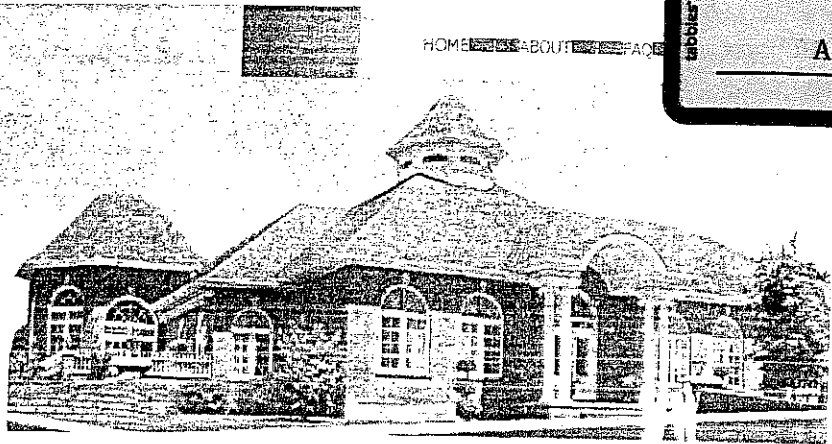
Charles E. James, Jr.  
Chief Deputy Attorney General

Wesley G. Russell, Jr.  
Deputy Attorney General

David B. Irvin (VSB No. 23927)  
Senior Assistant Attorney General  
Mark S. Kubiak (VSB No. 73119)  
Assistant Attorney General

Antitrust and Consumer Litigation Section  
900 East Main Street  
Richmond, Virginia 23219  
Phone: (804) 786-7364  
Fax: (804) 786-0122

NLMBO



#### We can:

- Lower your payments
- Lower your interest rate
- Forgive past due payments
- Reduce mortgage balances
- Delay and stop foreclosures
- **HELP YOU STAY IN YOUR HOME!**

#### Who is qualified?

Our goal is to modify your terms so that you can afford to stay in your home.

- If you are late on your payments or even in default that is okay.
- If your income has dropped or changed that is fine.
- If you have very little or no equity that is okay.
- If your credit rating is not so great, that is fine as well.

Learn more »

#### UNDERSTANDING THE PROCESS FREQUENTLY ASKED QUESTIONS

The process is different for everyone and processing times vary. You can help speed up the process by providing any requested information immediately! Many cases see results in as little as 2 weeks, but difficult cases may take 90 days or longer to resolve.

Your advisor will complete the application for you and a negotiator will be assigned to your case.

Your negotiator will contact you to request any necessary information or documents and will help you to complete the necessary paperwork.

Your case will be submitted to your lender/servicer and your negotiator will monitor the progress of your case and give you regular updates.

Your negotiator will negotiate the best possible solution available to you, will explain the terms of the offer to you and help you to understand and complete the final paperwork.

**Q: Why choose Nationwide Loan Modification Bureau over another company?**

**A:** We are better, faster and more skilled than any of our competitors! We have been negotiating loss prevention cases for almost 10 years and have successfully closed thousands of cases. We have more than 600 personal contacts working inside the loss mitigation departments of every major lender in the country. Our fees are on average 25% less because we focus on closing a high volume of cases so there is no need to overcharge individual clients. In addition, the closing fee you pay is 100% refundable until the date we receive the lender's offer and in most cases we can get started with only a small down payment. Our competitors usually require a non-refundable full payment up front!

**Q: Can't I do this myself?**

**A:** Technically, you can complete many of the tasks you are hiring our staff to perform, just as you can legally represent yourself in court or represent yourself if you get audited by the IRS. Unless you are a Professional Negotiator with a decade of experience negotiating loss prevention cases you may enjoy better results with far less hassle by hiring a professional to do the job! Why gamble with your biggest investment?

**Q: How long does the process take?**

**A:** The average time to process an application is 30-45 days and shorter processing times are common. The actual process time will vary depending on the complexity of your case.

**Q: Are the exact results I hope for guaranteed?**

**A:** Exact results cannot be guaranteed, but we are confident that you will regain control of your situation! We will make sure that you understand the options available to you, know what your rights are and what the potential outcomes of any action taken is likely to be. You will become empowered by knowing exactly what is happening with your case, and be able to plan accordingly. You will no longer be a victim of circumstance and at the mercy of your lender.

**Q: Do you give refunds of service fees?**

**A:** The closing fee is 100% refundable until the date the lender makes their offer. In an effort to keep our fees low for everyone, refunds of processing fees are

typically not given. The money you invest to regain control of your financial life is well spent. Our team of advisor (s), negotiators and attorneys on retainer are typically paid by the hour and will invest a tremendous amount of time and energy in every case and you will receive a valuable service for your investment.

Q: How do I get started?

A: Easy! Complete the application with your advisor and a negotiator will contact you within 24 hours to begin working on your case.

#### The process:

1-We start by providing a free consultation where we discuss your hardship in detail and work through some possible scenarios. We work to find your accurate debt to income ratio to determine if we can move forward.

2. Once you understand the process, we have defined your debt to income, and we have collected the processing fee, we turn the file in to our processing team to get the ball rolling on your file.

3. Our processors prepare the file and begin establishing contact with your lender to let them know that we are working on your behalf to find a reasonable solution to getting your loans paid back.

4. A meeting will be scheduled with an Attorney who will review your case and determine the best approach for your situation. Every file that comes through our office is handled by an experienced Attorney with over 10 years of negotiating experience.

5. If the Attorney feels that you are indeed a good candidate for a loan modification, you will pay the firm \$800 to move forward.

6. We continue to negotiate until new and better terms are achieved.

7. We present the new options to you from your lender.

8. You sign the official documents from your lender containing new terms and pay a small closing fee of \$400, only if you are satisfied

9. Your loan mod is complete!

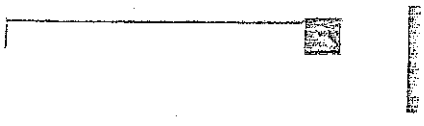
#### The loan modification difference!

We set the industry standard for integrity and results. Our attorney's are not taking any chances with your money. If they are unable to help you, they will not take your money, nor will you pay a closing fee. We strive to qualify our clients and set realistic expectations with regards to the cost and the time constraints. With NLMB, there is no "high pressure" sales pitch. You have enough pressure to deal with, we want to be a part of the solution, not a part of the problem.

We are not in the business of owning homes and we are not real estate investors. Our ultimate goal is to keep you in your home, not to own it. Many loan modification companies have come into existence because of the inherent ability to find homes that are about to be foreclosed on. They operate in a predatory manner with the unspoken sentiment that if they can't help you modify your mortgage, then they can arrange to have your home sold through a short sales. While this might seem helpful, many of these companies take back-end money from investors who pay them for leads. That back end money is considerably more than the fee you are paying so the incentive for them to help you is not as great as it appears.

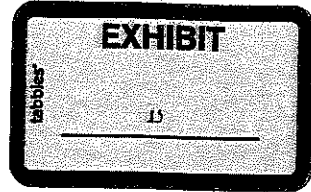
Every file is assigned to one of our attorneys with years of experience negotiating loan modifications. Do not leave your case in the hands of anyone less than a professional.

We also understand that the economic environment has wreaked havoc on car loans and credit cards. We have services that offer modifications on almost any type of loan. It only makes sense to address all areas of your finances, not just your mortgage. You are not alone and that is our greatest advantage. You took the first step by asking questions, now let's sit down to discuss how we can negotiate a payment that allows you to stay in your home. Call us today.



[Home](#) [About](#) [FAQ](#) [Contact](#)  
2009 © Copyright Nationwide Loan Modification Bureau. All rights reserved. Read Legal policy and Privacy policy.

Web Design By GET LAUNCHED



**Nationwide**  
*Loan Modification Bureau*

## Nationwide Loan Modification Bureau

I would like to thank you for the opportunity to secure your home mortgage. As you know from our conversation, you now have the unique ability to embark upon a once-in-a-lifetime mortgage modification. With the current instability of the real estate and mortgage markets, a custom loan modification with Nationwide Loan Modification Bureau is the answer to reducing monthly mortgage payments, stopping foreclosure, and protecting your dreams.

With a 100% processing guarantee, we will work diligently to lower or permanently stabilize your interest rate, reduce payments, forgive past-due balances, and even lower your principle balance. Our program is specifically designed to assist you, and the advantage is that your credit, employment history, and home equity are not considerable factors!! Our goal at Nationwide Loan Modification Bureau is to place all of our customers in a more favorable mortgage to improve their overall financial well being.

However, swift action must be taken regarding this serious matter! The window for opportunity to effectively modify mortgage notes is shrinking due to ever increasing bank regulations and government intervention. Nationwide Loan Modification Bureau has an extremely knowledgeable and experienced team of negotiators. We negotiate directly with the decision makers of your current mortgage bank, via our pre-existing contact channels, to deliver advantageous results.

Sincerely,

Nationwide Loan Modification Bureau



Nationwide  
Loan Modification Bureau

### UNDERSTANDING THE PROCESS

The process is different for everyone and processing times vary. You can help speed up the process by providing any requested information immediately! Many cases see results in as little as 2 weeks, but difficult cases may take 90 days or longer to resolve.

- Your advisor will complete the application for you and a negotiator will be assigned to your case.
- Your negotiator will contact you to request any necessary information or documents and will help you to complete the necessary paperwork.
- Your case will be submitted to your lender/servicer and your negotiator will monitor the progress of your case.
- Your negotiator will negotiate the best possible solution available to you, will explain the terms of the offer to you and help you to understand and complete the final paperwork.

### FREQUENTLY ASKED QUESTIONS

- Q: Why choose Nationwide Loan Modification Bureau over another company?
- A: We are better, faster and more skilled than any of our competitors! We have been negotiating loss prevention cases for almost 10 years and have successfully closed thousands of cases. We have more than 600 personal contacts working inside the loss mitigation departments of every major lender in the country. Our fees are on average 25% less because we focus on closing a high volume of cases so there is no need to overcharge individual clients. In addition, the closing fee you pay is 100% refundable until the date we receive the lender's offer and in most cases we can get started with only a small down payment. Our competitors usually require a non-refundable full payment up front!
- Q: Can't I do this myself?
- A: Technically, you can complete many of the tasks you are hiring our staff to perform, just as you can legally represent yourself in court or represent yourself if you get audited by the IRS. Unless you are a Professional Negotiator with a decade of experience negotiating loss prevention cases you may enjoy better results with far less hassle by hiring a professional to do the job! Why gamble with your biggest investment?
- Q: How long does the process take?
- A: The average time to process an application is 30-45 days and shorter processing times are common. The actual process time will vary depending on the complexity of your case.
- Q: Are the exact results I hope for guaranteed?
- A: Exact results cannot be guaranteed, but we are confident that you will regain control of your situation! We will make sure that you understand the options available to you, know what your rights are and what the potential outcomes of any action taken is likely to be! You will become empowered by knowing exactly what is happening with your case, and be able to plan accordingly. You will no longer be a victim of circumstance and at the mercy of your lender.
- Q: Do you give refunds of service fees?
- A: The closing fee is 100% refundable until the date the lender makes their offer. In an effort to keep our fees low for everyone, refunds of processing fees are typically not given. The money you invest to regain control of your financial life is well spent. Our team of advisor(s), negotiators and attorneys on retainer are typically paid by the hour and will invest a tremendous amount of time and energy in every case and you will receive a valuable service for your investment.
- Q: How do I get started?
- A: Easy! Complete the application with your advisor and a negotiator will contact you within 24 hours to begin working on your case.

2



*Nationwide*  
Loan Modification Bureau

*AD*

**NATIONWIDE LOAN MODIFICATION BUREAU, LLC  
SERVICE AGREEMENT**

*SD/D*  
*Walt*

This Service Agreement ("Agreement") is made as of the 3<sup>rd</sup> day of January, 2023 by and between NATIONWIDE LOAN MODIFICATION BUREAU, LLC, a Virginia limited liability company "Nationwide" and [REDACTED] (whether one or more, "Client") and is based upon the following facts:

**RECITALS**

- A. Nationwide is engaged in the business of assisting owners of residential real estate in attempting to obtain modifications of their existing mortgages under circumstances in which the property owner has had financial difficulty in making its mortgage payments.
- B. Client has had difficulty or imminently expects to have difficulty satisfying its monthly payment obligations under the residential mortgage loans described herein (collectively, whether one or more, the "Mortgage").
- C. Client wishes to engage Nationwide to assist Client in obtaining a modification of the terms of the Mortgage under circumstances that will afford Client the financial ability to meet its payment obligations under the Mortgage.
- D. Client understands that there is no assurance that Nationwide will be able to secure any mortgage payment relief for Client.
- E. Nationwide is willing to provide loan modification assistance services to Client and to use reasonable efforts to obtain a modification of the terms of the Mortgage on behalf of Client under the terms and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

Client's Initials [REDACTED]

1. **ENGAGEMENT OF NATIONWIDE.** Client hereby engages Nationwide to perform, either directly or by way of retained third-party service providers, one or more of the following Loan Term Modification Services on behalf of Client when Client is deemed eligible for such services by Nationwide and at the sole discretion of Nationwide. As used herein, the term "Loan Term Modification Services" shall mean and refer to any and all of the following to be performed for the benefit of client at the sole discretion of Nationwide: (a) engaging in any lawful actions (including the referral of Client to an attorney for legal representation) that Nationwide determines are necessary in order to help Client mitigate Client's actual or potential loss related to Client's obligation on the Mortgage; (b) consultation with Client via telephone, internet, mail, fax, or in person, to determine the factual context of Client's situation and the identity and contact information for Client's residential lender and/or loan servicer; (c) review of correspondence and notices to Client from Client's lender or loan servicer regarding Client's residential loan, the status of payments and the options available for Client; (d) communication (whether by letter, email, fax, phone, or in person) with Client's residential lender or loan servicer in order to negotiate on Client's behalf and at Client's request for any or all of the following: (i) modification of the Mortgage terms, (ii) modification of the amount of time Client may remain in possession of Client's home after notice of default or notice of trustee sale, and (iii) creation of a payment plan with Client's lender/servicer to bring the Mortgage current; and (e) communication of the results of Nationwide's efforts to Client.

2. **CLIENT'S CERTIFICATION.** Client hereby certifies that, to the best of Client's knowledge, any and all documentation Client provides to Nationwide in relation to this Agreement or the services to be provided by Nationwide hereunder are true and correct in all material respects and that Nationwide may rely on such documents for all actions necessary and ancillary to Nationwide's performance of services pursuant to this Agreement.

3. **RIGHT TO REFUSE SERVICES.** Nationwide may refuse to provide services to any client or potential client for any reason permitted by applicable law. To the extent that Client does not timely comply with any of Nationwide's reasonable requests for information and documentation deemed necessary, in the opinion of Nationwide, to effectively perform any Loan Term Modification Services, Nationwide may refuse to perform any further services. In the event Nationwide refuses to perform any services, Nationwide shall have no obligation to return or refund any payments made by Client pursuant to the terms this Agreement.

4. **DIRECTION / AUTHORIZATION TO ACT; DELIVERY OF MATERIALS.** Client hereby authorizes and directs Nationwide, on Client's behalf, to contact, communicate with, and negotiate with any mortgage lender or mortgage loan servicer regarding any Mortgage (including all payments, penalties, costs, and fees associated therewith) under which Client is an obligor, for the purpose of providing any Loan Term Modification Services. Client hereby authorizes and directs any mortgage lender, loan servicer, and/or property tax collector/assessor/authority to provide Nationwide any and all information or documentation related to the Mortgage or Client's real property that is subject to the Mortgage. Upon reasonable request from Nationwide, Client shall promptly deliver all documents requested by Nationwide relative to the Loan Term Modification Services to be provided by Nationwide pursuant to this Agreement. Nationwide may provide this Agreement to any of Client's mortgage brokers, mortgage lenders or loan servicers in order to obtain documents necessary (in

Nationwide's sole judgment ) to provide Loan Term Modification Services under this Agreement.

5. INDEMNIFICATION / HOLD HARMLESS. To the fullest extent permitted by applicable law, Client shall and hereby does agree to forever hold harmless and indemnify Nationwide (including its agents, principals, assigns, successors, and contractors) from and against any and all claims, complaints, disputes, suits, prosecutions, losses, injuries, costs, fees (including attorneys fees), judgments, and/or damages resulting from or arising out of its performance of Loan Term Modification Services under this Agreement and/or any of Nationwide's action or omissions pursuant thereto, except in the event of gross negligence or intentional misconduct by Nationwide.

6. GOVERNING LAW & JURISDICTION. All of the provisions of this Agreement shall be governed by and interpreted according to the laws of the State of Virginia. The venue for any action, complaint, or dispute arising out of or related to this Agreement shall be Virginia Beach, Virginia and any complaint arising out of this Agreement shall be filed in a competent court located in the Virginia Beach, Virginia.


7. NO CONFLICTING AGREEMENTS. Client represents that it has the right to enter into this Agreement, and hereby confirms Client has no contractual or other impediments to the performance of Client's obligations herein.

8. SEVERABILITY. It is further agreed and understood by the parties hereto that if any provision of this Agreement should be determined by a court of competent jurisdiction to be unenforceable in whole or in part, it shall be modified to the minimum extent necessary to make it reasonable and enforceable under the circumstances and under applicable law.

9. HEIRS SUCCESSORS & ASSIGNS. The terms, conditions and covenants hereof shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successor and assigns.

10. LIMITED SCOPE OF SERVICES. Client hereby consents, acknowledges and understands that NATIONWIDE IS NOT A LAW FIRM AND THAT NATIONWIDE IS NOT AND WILL NOT HOLD ITSELF OUT AS A LAW FIRM OR OTHERWISE REPRESENT THAT IT IS PRACTICING LAW.

11. COMPENSATION. As consideration for Services rendered by Nationwide in this Agreement, Client shall pay Nationwide a Processing Fee. Client will be obligated to pay the Closing Fee in full when Client accepts new loan terms.

4  
Client's initials 

CLIENT FIRST NAME		SERVICE FEES			CLIENT LAST NAME
[REDACTED]		[REDACTED]			[REDACTED]
LOAN POSITION	LENDER	PROCESSING FEE	CLOSING FEE	TOTAL	
1 <sup>st</sup> Mortgage	AHMS 1	1200	1200	2400	
2 <sup>nd</sup> Mortgage	N/A				
3 <sup>rd</sup> Mortgage	N/A				
		TOTAL PRE-PAID AMOUNT			2400

12. **NOTICES.** Any notice sent by US Mail, or additional commercial overnight carrier to the last known address of the party to whom such notice is to be given shall satisfy the requirements of notice in this Agreement.

13. **NO REPRESENTATION OR WARRANTIES.** Nationwide shall act in good faith and make reasonable efforts to provide any of the services described in section "LOAN TERM MODIFICATION and LOSS PREVENTION SERVICES" above of this Agreement. However, notwithstanding anything to the contrary in this Agreement, NATIONWIDE MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL, WRITTEN OR OTHERWISE) REGARDING THE RESULTS TO BE ACHIEVED THROUGH NATIONWIDE'S EFFORTS OR ACTION TAKEN ON BEHALF OF CLIENT. NOTHING IN THIS AGREEMENT OR IN ANY OTHER COMMUNICATION, ACTION, OR OMISSION OF AND BY NATIONWIDE, ITS PRINCIPALS, AGENTS, EMPLOYEES, ASSIONS OR NATIONWIDES SHALL CONSTITUTE A REPRESENTATION AS TO THE RESULTS TO BE ACHIEVED, MEASURES TO BE TAKEN TO ACHIEVE RESULTS, OR THE SUCCESS RATE THEREOF.

14. **REFUNDS.** Any and all payments from Client to Nationwide for Loan Term Modification Services shall be and hereby are forever non-refundable once delivered to Nationwide, regardless of the scope, extent and result of services performed by Nationwide. In the event Nationwide, in Nationwide's sole judgment, decides to refund any portion of a payment to Client, Nationwide does not waive any right to refuse any request for refund of any other payment (or any portion thereof).

5

Client's initials [REDACTED]

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this subject matter, other than as herein set forth. This Agreement is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations and undertakings between them relating to this subject matter. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of this Agreement will be as valid as a signed original.

[SIGNATURE PAGE FOLLOWS]

6

Client's initials



UNDERSTANDING THE PAYMENT PROCESS

- Your Processing Fee is paid in advance for our firm to start working on your file. It is fully refundable within 3 business days of receipt of payment. After 3 days, there are no refunds on the Processing Fee.
- The Closing Fee is only paid when we receive an offer from your bank that you accept or when we receive an exception of a short sale offer if you choose to sell.
- You are authorizing payment and accepting this agreement for services with this document for the Processing Fee and Closing Fee. Your Closing Fee will automatically be charged to your credit card or your checking account via ACE that we have on file if you accept new terms.

IN WITNESS WHEREOF, the parties hereto agree to all of the terms and provisions set forth in this Agreement as of the date first written above.

AUTHORIZED SIGNATURE:	DATE
[Redacted Signature]	1-5-2010
Print Name:	DATE
AUTHORIZED SIGNATURE:	1/5/10
Print Name:	

Client's Initials [Redacted]



CLIENT LAST NAME

CLIENT FIRST NAME

[REDACTED]	[REDACTED]
------------	------------

ADVISOR LAST NAME

ADVISOR FIRST NAME

Wylanc	Rhonda
--------	--------

LOAN POSITION	LENDER	PROCESSING FEE	CLOSING FEE	TOTAL
1ST MORTGAGE	AHMSI	\$1200	\$1200	\$2400
2ND MORTGAGE	M/A			
TOTAL				\$2400
TOTAL PREPAID AMOUNT				\$1200

**MONEY BACK GUARANTEE.** 100% of the closing fee will be refunded within 30 days of receipt of written cancellation of this agreement for services if cancellation notice is received prior to the date of lender/servicer's loss mitigation offer or in the event that the lender/servicer fails to make an offer.

**REFUNDS.** Notwithstanding the 2 DAY RIGHT OF CANCELLATION provision in this agreement, any and all payments from borrower to contractor, including but not limited to lender/servicer loss mitigation offer shall be and hereby are forever non-refundable once delivered to contractor, regardless of the scope, extent and result of services performed by contractor. In the event contractor, in contractor's sole judgment, decides to refund any portion of a payment to client, contractor does not waive any right to refuse any request for refund of any other payment (or any portion thereof).

**NOTICE OF 3 DAY RIGHT OF CANCELLATION.** You may cancel this transaction, without any penalty or obligation, within 3 business days from date of this contract.

AUTHORIZED SIGNATURE

TRANSACTION DATE

[REDACTED SIGNATURE]	1/5/10
----------------------	--------



*Nationwide Loan Modification Bureau*  
Locally Owned & Operated

**AUTHORIZATION TO RELEASE INFORMATION**

To: [Redacted]

From: Nationwide Loan Modification Bureau

Date:

Re: Modification of Mortgage Loan of [Redacted] secured  
by the property having a street address of [Redacted]

Loan Number: 0030038483

I/we hereby authorize AHMSI to release to Nationwide Loan Modification Bureau any and all information that Nationwide Loan Modification Bureau may require for the purpose of negotiating and securing a modification of the terms of my/our existing mortgage loan with AHMSI. You are free to discuss all aspects of my loan with Nationwide Loan Modification Bureau and are authorized to provide any and all documentation concerning my loan as Nationwide Loan Modification Bureau may request. Nationwide Loan Modification Bureau also has my/our permission to negotiate the terms of the loan modification with you on my/our behalf. I direct that a signed photostatic copy of this authorization be accepted with the same authority as the signed original.

Thank you for your assistance in this matter.

Sincerely yours,

[Redacted Signature]

Signature

[Redacted Name]

Printed Name

[Redacted Social Security Number]

Social Security Number