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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, *ex rel.* THOMAS C.
HORNE, Attorney General,

Plaintiff,

vs.

MORTGAGE RELIEF GROUP, LLC, an
Arizona limited liability corporation, D/B/A
MORTGAGE ASSISTANCE GROUP; STAN
NII-ADDO ALLOTEY, Jr. and DENNISE
ALLOTEY, husband and wife,

Defendants.

Case No.: CV2011-005362
(Consolidated from Case No. CV2012-
007175)

**CONSENT JUDGMENT AS TO
DEFENDANTS STAN NII-ADDO
ALLOTEY AND DENNISE ALLOTEY**

(Assigned to the Hon. Marie del Mar Verdin)

The State of Arizona, having filed a Complaint alleging violations of the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*; the Arizona Telephone Solicitations and Business Opportunity Act, A.R.S. § 44-1271 *et seq.*; and the Arizona Foreclosure Consultant Statutes, A.R.S. § 44-1378 *et seq.*; Defendants Stan Nii-Addo Allotey Jr. ("Allotey") and Dennise Allotey having accepted service of the Summons and Complaint; having been fully advised of their right to a trial in this matter and, after being informed of the right to counsel, admit that this Court has jurisdiction over the subject matter and the parties for entry of this Consent Judgment and acknowledge that this Court retains jurisdiction for the purpose of enforcing this Consent Judgment; the Court enters the following Consent Judgment:

1 **I. PARTIES**

2 1. The Plaintiff is the State of Arizona, *ex rel.* Thomas C. Horne, the Attorney
3 General of Arizona, who is authorized to bring this action under the Arizona Consumer Fraud
4 Act, A.R.S. § 44-1521 *et seq.*; Arizona Telephone Solicitation Sales Act, A.R.S. § 44-1271 *et*
5 *seq.*; and the Arizona foreclosure consultant statutes, A.R.S. § 44-1378 *et seq.*

6 2. Defendant Allotey and Dennise Allotey, husband and wife, are, and at all times
7 material hereto, were residents of Maricopa County, State of Arizona. Defendants Allotey and
8 Dennise Allotey were married on March 19, 2011. Since the time they were married,
9 Allotey's actions were taken in furtherance of his and Dennise Allotey's marital community.

10 3. Defendant Dennise Allotey is named herein solely for her interest in the marital
11 community. The State does not allege that she participated in, or was responsible for, any of
12 the wrongful conduct or violations that are alleged in the State's Complaint or are the subject
13 of this Consent Judgment.

14 4. Defendant Allotey is, and at all times material hereto, was the sole member,
15 owner, manager, and statutory agent of Mortgage Relief Group, LLC, d/b/a Mortgage
16 Assistance Group ("MAG"), a loan modification and foreclosure consultant business. As such,
17 he formulated, directed and controlled the acts and practices of MAG from February 14, 2008
18 until the present.

19 5. Allotey owned and operated two LLCs that operated under the business name of
20 "Mortgage Assistance Group": Mortgage Relief Group, LLC (MAG) and Mortgage
21 Assistance LLC. Allotey registered Mortgage Assistance LLC with the Arizona Corporation
22 Commission on February 14, 2008, and MAG, the successor entity to Mortgage Assistance
23 LLC, on or about September 2, 2008.

24 **II. FINDINGS OF FACT**

25 6. Defendants stipulate, solely for the purpose of settling this proceeding, that the
26 Court may enter the following Findings of Fact.

1 7. From approximately February 2008 until approximately January 2011, Allotey
2 advertised, marketed, offered for sale, and/or sold loan modification and foreclosure consultant
3 services to consumers in Arizona and throughout the United States who were in financial
4 distress, delinquent on their mortgage loans, or in danger of losing their homes to foreclosure.
5 Allotey accepted new clients at MAG until approximately January of 2011. From February 1,
6 2011 to July 1, 2011, MAG continued in a limited capacity to process existing loan
7 modification business and wind up old business.

8 8. Arizona's foreclosure consultant statute, set forth in A.R.S. § 44-1378 *et seq.*,
9 prohibited collecting, demanding, or charging upfront fees to Arizona homeowners for
10 foreclosure consultant services after July 29, 2010. After July 29, 2010, Defendant Stan
11 Allotey and his employees continued to charge upfront fees for foreclosure consultant and loan
12 modification services in spite of the new statute.

13 9. Allotey and his employees, beginning in approximately February 2008, initiated
14 and conducted "telephone solicitation sales," as defined under the Telephone Solicitations
15 Statute, A.R.S. § 44-1271 *et seq.* In so doing, Allotey and his employees were required to
16 comply with the mandates of the statute. Allotey and his employees initiated telephone calls
17 from Arizona to consumers, for the purpose of selling loan modification services, without first
18 filing a verified registration statement with the Arizona Secretary of State, pursuant to A.R.S.
19 § 44-1272, and obtaining a bond and filing a copy with the Arizona State Treasurer, pursuant
20 to A.R.S. § 44-1274.

21 10. From approximately December of 2009 until February of 2010, several of
22 Allotey's contracts falsely represented that MAG would hold consumers' funds in a trust
23 account at Bank of America. Allotey's contract also represented that the company would
24 provide verified accountings of the consumers' funds. Despite Allotey's representations,
25 Allotey never set up a trust account, never placed consumers' funds into a trust account, and
26 never provided verified accountings of consumers' funds.

1 11. Allotey and his employees falsely represented inflated success rates of obtaining
2 loan modifications and saving consumers' homes to instill consumers with a false sense of
3 confidence about the expected outcome of MAG's purported services.

4 12. Allotey and his employees falsely represented to consumers that they would
5 obtain loan modifications for the consumers within a specific amount of time when they had
6 no idea how long it would take to obtain a modification or if the lender even would ever give a
7 consumer a loan modification.

8 13. During an undercover call from the State in October of 2010, Allotey's
9 employee falsely represented that they had "negotiating rights" and were better suited to
10 negotiate with lenders than consumers. Allotey admitted during his Examination Under Oath
11 that after the summer of 2009, as a result of the Home Affordable Modification Program
12 (HAMP), he and his employees could only process paperwork and could not negotiate directly
13 with lenders participating in HAMP.

14 14. Allotey and his employees represented to consumers that they could reach
15 someone at MAG to discuss their case at any time; however, consumers complained that after
16 consumers signed MAG contracts and paid Allotey and his employees, consumers had
17 difficulties or were unable to ever reach anyone at all at MAG by email, phone, or facsimile.

18 15. Allotey and his employees represented to consumers that if consumers hired
19 MAG they would act and perform in the best interests of consumers and they would provide
20 consumers with regular status updates. They instructed consumers that while MAG worked to
21 obtain a loan modification the consumers should stop making their monthly mortgage
22 payments and refrain from contacting their mortgage lenders or servicers. They also
23 represented that they would remain in close communication and call or email with regular
24 status updates on the progress of their services.

25 16. Allotey and his employees' failed to provide status updates and remain in
26 communication with consumers. Because consumers were not paying their mortgages or

1 having any communication with their lenders, when Allotey and his employees also failed to
2 communicate with consumers and perform as represented, some consumers ended up in
3 foreclosure or in a worse condition than they were in before they hired MAG.

4 17. Contrary to Allotey's representations in several of his loan modification
5 contracts that there was a cancellation period, Allotey did not in all cases provide refunds to
6 consumers who cancelled their service prior to the end of the cancellation period.

7 18. Several of Allotey's contracts contained provisions for providing refunds within
8 thirty days of a request for refund. In a number of instances, Allotey failed to provide eligible
9 consumers refunds within the thirty day time period in spite of such requests.

10 19. Defendant Allotey asserts that he did not intend to harm consumers.

11 **III. CONCLUSIONS OF LAW**

12 20. Certain of the acts, omissions or other conduct of Defendant Allotey were
13 undertaken for the furtherance of and on behalf of his marital community; nevertheless,
14 Dennise Allotey did not participate in any of the wrongful conduct or violations which are the
15 subject of this enforcement action.

16 21. The acts and practices of Defendant Allotey, during the period from February
17 2008 through January 2011, as described in the foregoing Findings of Fact, constitute
18 deceptive acts and practices in violation of the Arizona Consumer Fraud Act, A.R.S. § 44-
19 1522 *et seq.*

20 22. Defendant Allotey, as described in the foregoing Findings of Fact, violated the
21 Arizona Telephone Solicitations Act by offering services for sale over the telephone without
22 fully complying with the mandates of A.R.S. § 44-1271 *et seq.*

23 23. Defendant Allotey's violations of the Telephone Solicitations Statute, as
24 described in the foregoing Findings of Fact, constitute an unlawful practice under the Arizona
25 Consumer Fraud Act, pursuant to A.R.S. § 44-1278(C).

26 24. Defendant Allotey violated the Arizona foreclosure consultant statutes, which

1 became effective on July 29, 2010, by charging, demanding or claiming fees for loan
2 modification services after July 29, 2010, before fully performing services, in violation of
3 A.R.S. § 44-1378.02.

4 25. Defendant Allotey's violations of the Arizona foreclosure consultant statutes,
5 after July 29, 2010, as described in the Findings of Fact above, constitute an unlawful practice
6 under the Arizona Consumer Fraud Act, pursuant to A.R.S. § 44-1378.07.

7 26. While engaging in the acts set forth in the Findings of Fact, Defendant Allotey
8 knew, or in the exercise of reasonable care, should have known that his conduct was of the
9 nature prohibited by A.R.S. § 44-1522.

10 **IV. ORDER**

11 NOW, therefore, it is ORDERED, ADJUDGED, AND DECREED:

12 1. The effective date of this Consent Judgment is the date it is signed by the Court.

13 2. This Order applies to Defendant Stan Allotey, individually, and Defendant
14 Dennise Allotey, solely for her interests in the marital community.

15 3. The following injunctive orders apply only to Defendant Stan Allotey:

16 a) Stan Allotey shall comply with the Arizona Consumer Fraud Act, A.R.S.
17 § 44-1521 *et seq.*, as it is written and as it may be amended, as well as all other Arizona
18 laws applicable to loan modification activities, including, but not limited to, AR.S. § 6-
19 991 *et seq.*, regarding "loan originators," A.R.S. § 44-1378 *et seq.*, regarding
20 "Foreclosure Consultants," and A.R.S. § 44-1271 *et seq.*, regarding "Telephone
21 Solicitation Sales," as those statutes are written and as they may be amended. Stan
22 Allotey shall also comply with the Mortgage Assistance Relief Services Rule, 16 C.F.R.
23 Part 322 as it is written and as it may be amended.

24 b) Defendant Stan Allotey shall not, jointly or individually, engage in any
25 activity, directly or on behalf of any third party, that involves originating, closing, or
26 modifying any term of a consumer's mortgage loan, or obtaining a principal reduction

1 on a consumer's debt, of any kind, while in the State of Arizona or on behalf of any
2 Arizona consumer. This injunctive term is not intended to restrict Defendant Stan
3 Allotey from the otherwise lawful purchase or sale of, or assistance in the purchase or
4 sale of, real estate on his own behalf or on behalf of third parties.

5 c) Defendant Stan Allotey shall not hold any ownership interest, share or
6 stock in, or serve as manager, supervisor, officer director trustee, or as an employee of
7 any business entity engaged, in whole or in part, in the advertisement and/or sale of any
8 service or product that includes outbound telemarketing as a means to generate sales
9 from a location in Arizona or to any consumer located in Arizona, or requires
10 registration as a "seller," whether or not registration is actually obtained, under the
11 Arizona Telephone Solicitations and Business Opportunity Act, A.R.S. § 44-1271 *et*
12 *seq.*

13 d) Defendant Stan Allotey shall not represent, expressly or by implication
14 that he or a company he represents can achieve success a certain percent of the time
15 unless Defendant Stan Allotey is able to substantiate any such representations.

16 e) Defendant Stan Allotey, if he chooses to implement refund policies or
17 guarantee policies, shall not misrepresent the terms of any guarantee or refund policies,
18 shall clearly and conspicuously disclose all terms and limitations of any such refund
19 policy or guarantee, shall obtain the consumer's written acknowledgement of such
20 terms and limitations, and shall reasonably abide by same.

21 f) Defendant Stan Allotey shall not refuse to honor requests for
22 cancellations where such requests are made in accordance with the represented
23 cancellation policy and in accordance with State and Federal law.

24 g) Defendant Stan Allotey shall promptly, within 30 days after receipt of
25 written notice, respond to any lawful, reasonable written request for information by the
26 Attorney General's Office regarding his compliance with this Consent Judgment or any

1 other business activity.

2 PAYMENTS

3 4. The State is awarded judgment against Defendants Stan Allotey and Dennise
4 Allotey, jointly and severally, in the amount of Two Hundred Fifty Thousand (\$250,000).
5 Based upon Defendants' sworn Statement of Personal Financial Condition dated
6 September 24th, 2013, showing that Defendants have negative net worth and
7 their liabilities greatly outweigh their assets, full payment for the foregoing is suspended
8 contingent upon the accuracy and completeness of the sworn statement referenced herein, and
9 also upon Defendants' compliance with the injunctive terms set forth above and the payment
10 provisions set forth below.

11 5. If Defendants Stan Allotey and Dennise Allotey pay a total of \$90,000 to the
12 Attorney General in accordance with the payment plan set forth herein and comply with the
13 terms of this Consent Judgment, the Attorney General will consider the judgment for \$250,000
14 set forth above to have been satisfied in full.

15 6. If, upon motion by Plaintiff, this Court finds that Defendants failed to disclose
16 any material asset, materially misrepresented the value of any asset, made any other material
17 misrepresentation or omission in his/her sworn Statement of Financial Condition referenced
18 above, or violates any of the injunctive terms contained in this Consent Judgment, then the
19 suspension of this Consent Judgment shall be lifted for the purpose of requiring immediate
20 payment of a civil penalty in the total amount of \$250,000, less any amounts previously paid
21 pursuant to this Consent Judgment, *provided, however*, in all other respects this Consent
22 Judgment shall remain in full force and effect, unless otherwise ordered by the Court.

23 7. All payments required herein shall be paid in the form of a cashier's check made
24 payable to the Arizona Attorney General's Office.

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1 8. Prior to the State filing its Verified Complaint for Injunctive and Other Relief
2 and consolidating Case No. CV2011-005362 with Case No. CV2012-007175, the Court
3 awarded judgment to the State in a Contempt Order, filed on October 6, 2011, and a Judgment
4 for Award of Attorney Fees and Costs, filed on September 12, 2011, against Defendants MAG
5 and Stan Allotey, jointly and severally, for attorneys' fees and costs in the amount of
6 \$6,965.10, and for sanctions against Defendants MAG and Stan Allotey, in the amount of
7 \$19,600, to be deposited in the Consumer Protection—Consumer Fraud Revolving Fund,
8 pursuant to A.R.S. § 44-1531.01. This Consent Judgment will include and supersede the
9 monetary awards contained in this Court's October 6, 2011 and September 12, 2011 orders.

10 9. The \$90,000 amount is comprised of the following:

11 a) **Restitution:**

12 i. Defendants, jointly and severally, shall pay consumer restitution in the
13 amount of \$51,002.00 as to be distributed to eligible consumers as determined by the Attorney
14 General's Office. For purposes of this Consent Judgment, "eligible consumers" are those
15 consumers who, as determined by the sole discretion of the State, are eligible for restitution
16 under this Consent Judgment. Eligible consumers include those who filed a complaint with
17 the Attorney General's Office, and who have not otherwise been fully reimbursed by the
18 Defendants for the consumer's payments to Defendants for loan modification services.
19 Eligible consumers may, in the sole discretion of the State, also include other consumers
20 whose names were provided by Defendants. In the event that the amount of restitution ordered
21 herein is not sufficient to fully reimburse eligible consumers in an amount determined to be
22 appropriate by the State, the amount shall be distributed to them on a pro rata basis. Any
23 amount not distributed for consumer restitution shall be placed in the Consumer Protection—
24 Consumer Fraud Revolving Fund.

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1 **b) Costs, Sanctions, and Attorney's Fees**

2 i. Defendants, jointly and severally, shall pay investigative costs and
3 attorneys fees, pursuant to A.R.S. § 44-1534, in the amount of \$8,998 to be deposited in the
4 Consumer Protection—Consumer Fraud Revolving Fund, in accordance with A.R.S. § 44-
5 1531.01.

6 **c) Civil Penalties**

7 i. Defendants Stan Allotey and Dennise Allotey, jointly and severally, shall
8 pay the State civil penalties in the amount of \$30,000, pursuant to A.R.S. § 44-1531, to be
9 deposited into the Consumer Protection—Consumer Fraud Revolving Fund, pursuant to
10 A.R.S. § 44-1531.01, and used for the purposes specified therein.

11 **Payment Plan**

12 10. The \$90,000 payments shall be made as follows: Defendants Stan Allotey and
13 Dennise Allotey shall pay a total of \$2,000, on or before the Effective Date of this Consent
14 Judgment, and then thereafter shall make forty seven (47) monthly payments of \$1,833.33 per
15 month and one (1) payment of \$1,833.49 to the Office of the Attorney General beginning no
16 sooner than sixty (60) days after the Court's approval of this Consent Judgment. There will be
17 no prepayment penalty for early payments. Payments shall be made on or before the first day
18 of each month, to begin sixty (60) days after the Effective Date of this Consent Judgment, and
19 continuing for forty eight (48) months thereafter or until paid in full.

20 11. Any amounts received from Defendants Stan Allotey and Dennise Allotey under
21 the payment schedule shall be distributed first as restitution in this matter, then as investigative
22 costs and attorney's fees, and finally as civil penalties.

23 12. The Attorney General shall deposit the restitution payments made under this
24 Judgment into a separate interest bearing trust account or into the consumer restitution
25 subaccount of the consumer restitution and remediation revolving fund established pursuant to
26 A.R.S. § 44-1531.02.

1 13. Should Defendant default on any payment obligation that is imposed by this
2 Judgment and further fail to cure the deficiency within fifteen (15) calendar days after the
3 State sends out a notice to Defendants of any amount past due, the suspended civil penalty of
4 \$250,000 shall automatically and immediately become due and payable by the defaulting
5 Defendants, less any amounts previously paid pursuant to this Consent Judgment, plus interest
6 in the amount of 10% per annum from the date of default.

7 **V. GENERAL TERMS**

8 14. The Defendants shall not, in conjunction with this Consent Judgment, represent
9 or imply that the Attorney General, the State of Arizona, or any agency thereof has approved
10 any of their actions in Arizona or has approved any of its past, present or future business
11 practices in Arizona, and they are enjoined from directly or indirectly representing anything to
12 the contrary.

13 15. This Court retains jurisdiction of this matter for the purposes of entertaining an
14 application by Plaintiff, State of Arizona, for the enforcement of this judgment.

15 16. The terms of this Consent Judgment shall not be altered, amended, modified, or
16 otherwise changed in any respect except by a writing duly executed by all the parties hereto.

17 17. Before initiating any proceeding to enforce this Consent Judgment, the Attorney
18 General shall provide at least thirty (30) days written notice to the Defendants of its intent to
19 initiate such proceedings, and shall give the Defendants a reasonable opportunity to cure any
20 alleged violation. Whenever possible, the parties shall seek to resolve an alleged violation of
21 this Consent Judgment by discussion. In addition, in determining whether to enforce this
22 Consent Judgment or to seek an order for monetary, civil contempt, or any other relief or
23 sanction, the Attorney General shall give good faith consideration to whether the Defendants
24 have taken corrective action designed to cause the claimed violation to be cured and to prevent
25 future occurrences. If the State prevails in litigation filed to enforce any term of this Consent
26 Judgment, Defendants are liable for the State's attorneys' fees and costs so incurred.

1 18. Any notices required to be sent to the State or Defendants by this Consent
2 Judgment shall be sent to the following addresses:

3 If to the Defendants:

4 Stan Nii-Addo Allotey, Jr.
5 Dennise Allotey
6 20259 N. 53rd Drive
7 Glendale, Arizona 85308

8 If to the State of Arizona:

9 Alyse C. Meislik
10 Assistant Attorney General
11 Office of the Arizona Attorney General
12 Consumer Protection and Advocacy Section
13 1275 W. Washington
14 Phoenix, Arizona 85007

15 or to such person and address as any party may designate for itself in writing by like notice
16 given in accordance with this section. Any written notice that is not sent in conformity with
17 this section shall nevertheless be effective on the date such notice is actually received by the
18 noticed party.

19 19. Defendants agree that the facts set forth in the Findings of Fact of this Consent
20 Judgment shall be taken as true without further proof in any bankruptcy case or subsequent
21 civil litigation pursued by the State to enforce its rights to any payment or money judgment
22 owed pursuant to this Order, including but not limited to a nondischargeability complaint in
23 any bankruptcy case. Defendants further stipulate and agree that the Findings of Fact and
24 Conclusions of Law set forth in this Consent Judgment establish all elements necessary to
25 sustain an action by the State pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11
26 U.S.C. § 523(a)(2)(A), and that this Order shall have collateral estoppel effect for such
purposes.

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20. The Attorney General acknowledges by his execution hereof that this Consent Judgment constitutes a complete settlement of his allegations against Defendants, and their employees or agents, as alleged in the Verified Complaint for Injunctive and Other Relief, and agrees not to institute any additional consumer protection civil action against any of the aforementioned based on their alleged violations of the Arizona Consumer Fraud Act, the Arizona Telephone Solicitation Sales Act, or the Arizona foreclosure consultant statute, as described in the Findings of Fact and alleged in the Verified Complaint for Injunctive and Other Relief, to the date this Consent Judgment is approved by the court.

21. Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or to take action based on future conduct by Defendants.

22. This Consent Judgment shall not limit the rights of any private party to pursue any remedies allowed by law.

DATED this _____ day of _____, 2013.

Judge of the Superior Court

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2. Defendants have fully read and understood this Consent Judgment, understand the legal consequences involved in signing it, assert that this is the entire agreement of the parties, and that there are no other representations or agreements not stated in writing herein, and no force, threats, or coercion of any kind have been used to obtain their signatures.

4. Notwithstanding the foregoing, Defendants acknowledge that the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment and may take action based on future or unrelated conduct by the Defendants.

6. Defendant Stan Allotey represents and warrants that he is the sole member of Defendant Mortgage Relief Group, LLC, and that he is authorized by said Defendant to enter into this Consent Judgment for and on behalf of said Defendant.

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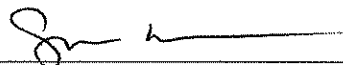
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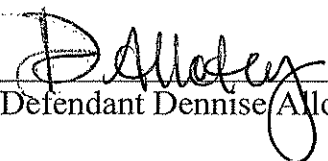
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1 8. The terms of this Consent Judgment shall be effective as of the date it is
2 approved by the Court.

3 DATED this 23rd day of September, 2013

4
5 
6 Defendant Stan Nii-Addo Allotey, Jr.

7 
8 Defendant Dennise Allotey

9
10 Document electronically transmitted
11 to the Clerk of the Court for lodging using
12 AZTurboCourt this 25th day of September, 2013.

13 **COPY** of the foregoing mailed and e-mailed
14 this 25th day of September 2013, to:

15 Stan Nii-Addo Allotey, Jr.
16 Dennise Allotey
17 20259 N. 53rd Drive
18 Glendale, Arizona 85308
19 Stan.Allotey@gmail.com

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21 Doc # 3480748
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eSignature Page 1 of 1

Filing ID: 5468853 Case Number: CV2011-005362
Original Filing ID: 5466816

Granted as Submitted



/S/ Maria Del Mar Verdin Date: 9/26/2013
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2011-005362

SIGNATURE DATE: 9/26/2013

E-FILING ID #: 5468853

FILED DATE: 9/30/2013 8:00:00 AM

ALYSE CHERYL MEISLIK

DENNISE ALLOTEY
20259 N 53RD DRIVE GLENDALE AZ 85308

MORTGAGE RELIEF GROUP L L C
C/O STAN ALLOTEY 20259 N 53RD DRIVE
GLENDALE AZ 85308

STAN ALLOTEY
20259 N 53RD DR GLENDALE AZ 85308

STAN NII-ADDO ALLOTEY JR
NO ADDRESS ON RECORD