

COMMON PLEAS COURT
DELAWARE COUNTY, OHIO
FILED

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IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE

PLAINTIFF,

v.

HOME REMEDY CENTER, et al.

DEFENDANTS.

CASE NO. 14-CVH-020134

JUDGE WHITNEY

FINAL JUDGMENT
ENTRY AND ORDER

This cause came to be heard upon Plaintiff State of Ohio, ex rel. Attorney General Michael DeWine's Motion for Default Judgment against Defendant Pamela Gressier ("Gressier"). Defendant Gressier was properly served in this matter and has failed to plead or file an answer to Plaintiff's Complaint, or defend against this matter in any manner. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment against Defendant Gressier. The Court, based upon that motion, Plaintiff's Complaint, Plaintiff's Memorandum in Support of Requested Relief, and the consumer affidavits attached to the Memorandum, hereby renders the following Default Judgment Entry.

FINDINGS OF FACT

1. The actions of Defendant Gressier, hereinafter described, have occurred in Delaware County and other counties in Ohio.
2. Defendant Gressier is engaged in the business of providing loan modification services to consumers.

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3. Defendant Gressier's principal place of business is located at 4533 MacArthur Blvd, Newport Beach, CA 92660.
4. Defendant Gressier has used the names "Home Remedy," "Remedy Center Law," and "Remedy Center."
5. Defendant Gressier is, and has been at all relevant times, engaged in the business of selling and advertising loan modification services to consumers in the State of Ohio.
6. Defendant Gressier purports to offer help to consumers attempting to avoid foreclosure by working with the consumer's lender to modify the consumer's mortgage or adjust the consumer's debt.
7. Defendant Gressier advertises loan modification service through mailed solicitations, a website, and internet advertisements.
8. The mailed solicitation Defendant Gressier sent was titled "Payment Reduction Notice" and stated that it included "Important Information Regarding Your Loan [with Lender]." The solicitation explained that the consumer's property "may be subject to revision" and that the consumer's lender "is one of the approved lenders authorized to offer aggressive loan workout options to qualified borrowers . . . This offer is good for 30 days from the above date and is subject to certain conditions." The solicitation nowhere identified that it was related to Defendant Gressier or Home Remedy Center, but instead provided a phone number that reached Defendant.
9. When contacted by consumers, Defendant Gressier represented to consumers that she could help the consumer avoid foreclosure by negotiating a loan modification or other loan adjustment with the consumer's lender or mortgage servicer.

10. When consumers initially contacted Defendant Gressier, Defendant Gressier purported to review the consumer's loan to determine if it qualified for a modification. After this initial review, but prior to contacting the mortgage servicer or starting to negotiate the loan, Defendant Gressier required that consumers pay a large fee. This fee was usually between \$3,500 and \$5,000.
11. After consumers paid Defendant Gressier, Defendant Gressier would do little or no work to help negotiate loan modifications for consumers and failed to obtain loan modifications or other relief.
12. When Defendant Gressier was not able to obtain a mortgage modification for consumers, Defendant Gressier failed to provide refunds.
13. Defendant Gressier told some consumers to stop making payments to their lenders.

CONCLUSIONS OF LAW

14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that Defendants conducted some of the transactions complained of in Delaware County.
16. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under the CSPA, R.C. 1345.07.
17. Defendant Gressier is a "supplier" as the term is defined in the CSPA, R.C. 1345.01(C), as Defendant Gressier was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling and advertising loan modification services to consumers for purposes that were primarily for personal, family, or household use, within the meaning specified in R.C. 1345.01(A) and (D).

18. Defendant Gressier committed unfair, deceptive, and unconscionable acts or practices in connection with her solicitation and provision of loan modification or foreclosure avoidance services in violation of R.C. 1345.02, 1345.03, 1345.031 and the Failure to Deliver Rule, 109:4-3-09, by

- a. failing to deliver services,
- b. failing to provide refunds,
- c. entering into transactions or providing services that Defendants knew did not provide a substantial benefit to the consumer,
- d. and telling consumers to stop making their mortgage payments.

19. Defendant Gressier committed unfair and deceptive acts and practices by engaging in debt adjusting activities without complying with the regulations set forth under the Debt Adjuster's Act, R.C. 4710.01 et seq., in violation of R.C. 4710.10.02(F) and R.C. 1345.02(A), including by charging fees in excess of the amounts allowed by law.

20. The acts and practices listed in Paragraphs 18 and 19 of this Order have been previously determined by Ohio courts to violate the CSPA. Defendant Gressier committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED THAT:

A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA, R.C. 1345.01 et seq., the O.A.C. 109:4-3-09, and the DAA, R.C. 4710.01 et seq. in the manner set forth therein.

B. Defendant Pamela Gressier, her partners, agents, servants, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with her directly or indirectly through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive, and unconscionable acts and practices that violate the CSPA, R.C. 1345.01 et seq.

C. Defendant Pamela Gressier is ordered to pay consumer damages to the Ohio Attorney General in the total amount of Thirty Six Thousand Five Hundred Seventy Seven Dollars (\$36,577) to be distributed by the Attorney General to the consumers identified in the affidavits submitted to this Court. Payment shall be made payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
30 E. Broad St., 14th Floor
Columbus, Ohio 43215.**

D. Defendant Pamela Gressier is ordered to pay civil penalties to the Ohio Attorney General in the total amount of Fifty Thousand Dollars (\$50,000). Payment shall be made payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
30 E. Broad St., 14th Floor
Columbus, Ohio 43215.**

E. Defendants are ORDERED, jointly and severally, to pay all court costs associated with this matter.

IT IS SO ORDERED.

8/22/14
DATE


JUDGE W. DUNCAN WHITNEY