

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

PLAINTIFF,

v.

HOME REMEDY CENTER
4533 MacArthur Blvd
Newport Beach, CA 92660

and

PAMELA GRESSIER
8171 Mary Circle
Huntington Beach, CA 92646

DEFENDANTS.

Case No: 14 - CV H - 020134

Judge: W. DUNCAN WHITNEY

COMPLAINT, REQUEST FOR
DECLARATORY AND
INJUNCTIVE RELIEF,
CONSUMER DAMAGES, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF

E-FILED

COMMON PLEAS COURT
DELAWARE COUNTY, OHIO
FILED
2014 FEB 19 AM 9:34
JAN ANTONOPLOS
CLERK

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through counsel, the Attorney General of Ohio Michael DeWine, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.07.
2. The actions of Defendants, Home Remedy Center, and Pamela Gressier ("Defendants"), hereinafter described, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act, R.C. 1345.01, and The Debt Adjuster's Act, R.C. 4701.01 et seq.



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COMPLAINT

3. Jurisdiction over the subject matter lies with this Court pursuant to the Consumer Sales Practices Act, R.C. 1345.01 et seq., and the Debt Adjuster's Act, R.C. 4701.01 et seq.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), as Defendants conducted activity in this county that gives rise to the claims for relief.

DEFENDANTS

5. Defendant Home Remedy Center ("Home Remedy Center") is a business entity with its principal place of business at 4533 MacArthur Blvd, Newport Beach, CA 92660.
6. Defendant Home Remedy Center at times did business as, or operated under the business names, "Home Remedy," "Remedy Center Law," and "Remedy Center."
7. Defendant Pamela Gressier ("Gressier") is an adult California resident who was and is an employee, officer, or director of Home Remedy Center. Pamela Gressier is also known as Pamela Gerber-Gressier.
8. Upon information and belief, Defendant Gressier directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
9. Defendants are "suppliers" as defined in R.C. 1345.01(C) since Defendants at all times relevant hereto were engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

10. Defendants are, and were at all times relevant hereto, engaged in “debt adjusting” as defined in R.C. 4710.10(B) in that Defendants held themselves out as providing services in the management of debts by effecting the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.

STATEMENT OF FACTS

11. Defendants purport 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.
12. Defendants solicit consumers through mail solicitations, a website, and internet advertisements.
13. The mail solicitation sent by Defendants was titled “Payment Reduction Notice” and states that it is “Important Information Regarding Your Loan [with Lender].”. The solicitation stated 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 identifies that it was related to Defendants, but instead provided a phone number. The phone number reached Defendants.
14. When contacted by consumers, Defendants represented to consumers that they could help the consumer avoid foreclosure by negotiating a loan modification or other loan adjustment with the consumer’s lender or mortgage servicer.

15. When consumers initially contacted Defendants, Defendants purported to review the consumer's loan to determine if it qualified for a modification. After this initial review, but before contacting the mortgage servicer or starting to negotiate the loan, Defendants required that consumers pay a large fee. This fee was usually between \$3,500 and \$5,000.
16. After consumers paid Defendants, Defendants would do little or no work to help negotiate loan modifications for the consumers, and failed to obtain loan modifications or other relief.
17. When Defendants were unable to obtain a mortgage modification for the consumers, Defendants failed to provide refunds.
18. Defendants told some consumers to stop making payments to the consumer's lender.
19. The Attorney General's Office has received consumer complaints regarding Defendants. Several examples of these complaints are included in paragraphs 19-22. By listing these examples, Plaintiff is not limiting his request for relief in this complaint to these 3 consumers.
20. One consumer ("Consumer A"), a resident of Delaware County, was solicited by Defendants by mail in May 2013. Defendants told her they would work with her lender to obtain a mortgage modification for her. Defendants told her stop paying her mortgage and to instead make 3 payments to Defendants totaling \$3,900. Defendants will no longer return her phone calls and have not obtained any modification for her. She has not received a refund

21. One consumer ("Consumer B"), a resident of Delaware County, paid Defendants \$5,000 in May 2013 after Defendants told him that they could obtain a mortgage modification for him. He is no longer able to contact Defendants, and Defendants have not obtained a mortgage modification for him. He has not received a refund.
22. One consumer ("Consumer C"), a resident of Portage County, was solicited by Defendants by mail in May 2013. Defendants told her they could get her mortgage modified and she paid them \$3,795. She is no longer able to contact Defendants, and Defendants have not obtained a mortgage modification for her. She has not received a refund.

FIRST CAUSE OF ACTION

Violations of the Consumer Sales Practices Act

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Two (1-22) of this Complaint.
24. Defendants have engaged in unfair, deceptive and/or unconscionable acts and practices in violation of R.C. §§ 1345.02, 1345.03 and 1345.031 and the Failure to Deliver Rule, 109:4-3-09 in connection with its solicitation and provision of loan modification or foreclosure avoidance services by: a) failing to deliver services, b) failing to provide refunds, c) entering into transactions or providing services that the Defendants knew did not provide a substantial benefit to the consumer, d) telling consumers to stop making their mortgage payments.
25. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed

said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

SECOND CAUSE OF ACTION

Violations of the Debt Adjusters Act

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Five (1-25) of this Complaint.
27. Defendants committed unfair and deceptive acts and practices by engaging in debt adjusting activities, including holding out that they could effect the adjustment, compromise, or discharge of any account, note, or other indebtedness of debtors who signed up for their services, without complying with the regulations set forth under the Debt Adjuster's Act, R.C. 4710.01 et seq., in violation of R.C. 4710.02(F) and R.C. 1345.02(A) of the Consumer Sales Practices Act, including charging fees in excess of the amounts allowed.
28. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests that this Court:

1. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants Home Remedy Center and Pamela Gressier, their agents, servants, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating

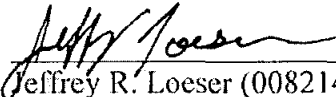
with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Debt Adjusters Act, R.C. 4710.01 et seq.

2. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Causes of Action One and Two violate the Consumer Sales Practices Act, R.C. 1345.01 et seq., and the Debt Adjuster's Act, R.C. 4701.01 et seq. in the manner set forth therein.
3. **ORDER** Defendants Home Remedy Center and Pamela Gressier, pursuant to R.C. 1345.07(B), to reimburse all consumers damaged by their unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.
4. **ASSESS, FINE, AND IMPOSE** upon Defendants Home Remedy Center and Pamela Gressier a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
5. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendants Home Remedy Center and Pamela Gressier maintain in their possession and control for a period of five (5) years all business records relating to Home Remedy Center and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) notice to inspect and/or copy any and all such records.
6. **GRANT** the Ohio Attorney General its costs in bringing this action.
7. **ORDER** Defendants Home Remedy Center and Pamela Gressier to pay all court costs.

8. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General


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