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COMP
TREVOR J. HATFIELD, ESQ.
Nevada Bar No. 7373
HATFIELD & ASSOCIATES, LTD.
703 South Eighth Street
Las Vegas, Nevada 89101
(702) 388-4469 Tel.
(702) 386-9825 Fax
thatfield@hatfieldlawassociates.com

Attorney for Plaintiffs

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

ALICIA ADAMS, an individual, and
CHRISTOPHER LONGUEIRA, an individual;
PENNY BROWN, an individual, and ROGER
VINCENT BROWN, an individual; ANTHONY
CORBIN, an individual; JOANNE DEMASI, an
individual; SALLY FINLEY, an individual, and
CHARLES FINLEY, an individual; BEVERLY
HARGEN, an individual, and JOE HARGEN, an
individual; NICHOLAS PARKER, an individual;

Plaintiffs,

vs.

CRYSTAL ELLER, an individual; CRYSTAL
ELLER, ESQ., ATTORNEY AT LAW, a sole
proprietorship; ELLER LAW, LLC, a Nevada
limited liability company; DEFENDANT
PRODIGY FULFILLMENT CENTER, INC, a
Nevada corporation; JEREMY FOX, an
individual; MHYLEEN FOX, aka MAQUINO
FOX, an individual; KAHALA HICKOFF, an
individual; FIDELITY LAW CENTER an
unregistered entity; RIVERA DOCUMENT
PROCESSING, LLC, a Florida limited liability
company; BRIAN RIVERA aka LORENZO
RIVERA, an individual; and DOES I through X,
inclusive; ROE CORPORATIONS I through X,
inclusive,

Defendants.

CASE NO:
DEPT. NO.:

COMPLAINT

JURY TRIAL DEMANDED

**(Arbitration Exempt: Action Seeking
Equitable Relief; Action for Damages in
Excess of \$50,000.00)**

COMPLAINT

1 Plaintiffs ALICIA ADAMS, an individual, and CHRISTOPHER LONGUEIRA, an
2 individual; PENNY BROWN, an individual, and ROGER VINCENT BROWN, an individual;
3 ANTHONY CORBIN, an individual; JOANNE DEMASI, an individual; SALLY FINLEY, an
4 individual, and CHARLES FINLEY, an individual; BEVERLY HARGEN, an individual, and JOE
5 HARGEN, an individual; NICHOLAS PARKER, an individual; by and through their attorney Trevor
6 Hatfield, Esq. files this Complaint against Defendants CRYSTAL ELLER, an individual, CRYSTAL
7 ELLER, ESQ., ATTORNEY AT LAW, a sole proprietorship doing business in Nevada; ELLER
8 LAW, LLC, a Nevada limited liability company (collectively “CRYSTAL ELLER”); DEFENDANT
9 PRODIGY FULFILLMENT CENTER, INC, a Nevada corporation (hereinafter “PRODIGY”);
10 JEREMY FOX, an individual; MHYLEEN (“LEN”) FOX, aka MAQUINO FOX, an individual;
11 KAHALA HICKOFF, an individual; FIDELITY LAW CENTER an unregistered entity, (which upon
12 information and belief, is the alter ego of Defendants; JEREMY FOX; KAHALA HICKOFF; and
13 CRYSTAL ELLER); and RIVERA DOCUMENT PROCESSING, LLC, a Florida limited liability
14 company; BRIAN RIVERA aka LORENZO RIVERA, an individual, (collectively “RIVERA”);
15 DOES 1-10; and ROE CORPORATIONS 1-10, and upon knowledge, information and belief as to
16 all matters, allege:

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19 **I. NATURE OF ACTION**

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21 1. This Complaint against Defendants stems from fraud, deceptions, violations of
22 Nevada’s Mortgage Lending Fraud Statute, and crimes against the elderly, that Defendants engaged
23 in from on or around July 2014 to 2017.

24 2. Through predatory and aggressive sales tactics Defendants marketed and sold
25 purported mortgage assistance relief services including foreclosure rescue relief packages which
26 included, securitization audits and legal reviews by an attorney, as well as loan modifications to
27 mostly elderly victims, including the Plaintiffs.
28

1 10. Plaintiffs SALLY FINLEY, an individual, and CHARLES FINLEY, an individual,
2 currently reside in Denver, Colorado, and did so during the time relevant in this Complaint. Plaintiffs
3 SALLY AND CHARLES FINLEY were over 60 years old during the time relevant in this Complaint.

4 11. Plaintiffs BEVERLY HARGEN, an individual, and JOE HARGEN, an individual,
5 currently reside in Myrtle Beach, South Carolina, during the time relevant in this Complaint. Plaintiffs
6 BEVERLY HARGEN and JOE HARGEN were over 60 years old during the time relevant in this
7 Complaint.
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9 12. Plaintiff NICHOLAS PARKER, an individual, currently resides in Georgia during the
10 time relevant in this complaint.

11 13. Defendant CRYSTAL ELLER, an individual, currently resides in Las Vegas, Nevada,
12 and during the time relevant in this Complaint. Defendant CRYSTAL ELLER is a licensed attorney
13 in Nevada, Florida, and Colorado. Defendant ELLER is currently suspended in Florida.
14

15 14. Defendant CRYSTAL ELLER, ESQ., ATTORNEY AT LAW, is a sole proprietorship
16 doing business in Nevada.

17 15. Defendant ELLER LAW, LLC, is a Nevada limited liability company located at 104
18 S. Jones Blvd., Las Vegas, Nevada, 89107.

19 16. Defendant DEFENDANT PRODIGY is a Nevada corporation that had its state
20 business registration and license revoked in 2017. Defendants JEREMY FOX and MYLEEN FOX
21 are the officers of Defendant PRODIGY.
22

23 17. Defendant JEREMY FOX, an individual, currently resides in Clark County, Nevada,
24 and did so during the time relevant in this Complaint.

25 18. Defendant MHYLEEN (“LEN”) FOX, aka MAQUINO FOX, an individual, currently
26 resides in Clark County, Nevada, and did so during the time relevant in this Complaint.
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1 24. Venue is proper in Clark County because the causes of actions and injuries accrued in
2 Clark County, Nevada.

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4 **III. GENERAL ALLEGATIONS TO ALL CAUSES OF ACTIONS**

5 25. Beginning in or around October of 2014 Defendant CRYSTAL ELLER, through her
6 law firm and sole proprietorship, partnered and/or acted in concert with unlicensed
7 “mortgage/foreclosure rescue” servicer DEFENDANT PRODIGY.

8
9 **A. PART I - THE SECURITIZATION AUDIT AND MORTGAGE RESCUE PACKAGE**

10 ***Defendant PRODIGY Sells Mortgage/Foreclosure Rescue Package that Includes Securitization***
11 ***Audit and a “Legal Review” from an Attorney to the Victims***
12 ***for Unlawful Upfront Fees***

13 26. Defendants PRODIGY, RIVERA, JEREMY FOX and HICKOFF attracted financially
14 distressed homeowners through advertisements, mailers, and cold calls, and deceptively
15 misrepresented the benefits, performance and efficacy of their services by falsely claiming that if a
16 “Securitization Audit” or “Forensic Audit” of their mortgage uncovered, for example, one or more
17 “anomalies,” or “Real Estate Settlement Procedures Act (RESPA)” violations, the victims would be
18 entitled to legal remedies such as a Quiet Title action against the lender(s) resulting in the elimination
19 of their mortgage obligation.^{2, 3}

20
21 Defendants PRODIGY, RIVERA, JEREMY FOX and HICKOFF also told the Plaintiffs that
22 these audits of their mortgages could be used as leverage in negotiations with the lenders. Attached
23 as Exhibits are deceptive advertisements of the benefits, performance and efficacy of the
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² See Exhibit 3, ELLERLAW 000012-14, Mailers Falsely Advertising Mortgage Rescue Services.

³ See Exhibit 4, ELLERLAW 000015-43, Compilation of Sample Securitization and Forensic Audits sold and then reviewed by Eller as part of the scam.

1 Securitization Audits, case law, and guarantees regarding the litigation for clear title or other leverage
2 or effect that an Audit can provide for the financially distressed homeowner:⁴

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Original Lender: New Century Mtg Co
Reference Number: 115469

CALL NOW Knowledge is Power
1-877-201-8926
Se Habla Español

Call Now! Cancel your mortgage payments! 24 Hour operators are standing by!

Corbin Anthony
171 Beach 96th St
Rockaway Beach, NY 11693-1304

Robo robo
904 463 6666 0555
Brian

News media has exposed the banking industry for Mortgage Fraud, Predatory Lending, and Robo-signing. Gain the leverage needed against your bank. To lower interest rate and principle balance, postpone sale date, even cancel foreclosures and evictions; gain control over your own home. Knowledge is power!

Class action lawsuits are pending and have been paid out against: NEW CENTURY MTG., Bank of America, Carrington Mtg., Ocwen Loan Servicing, Countrywide Home Mtg., HSBC, Wells Fargo, Saxon Mtg., ASC, Select Portfolio Servicing, GMAC, and Citi Mtg.

New Century Mtg. Co. originated your note, and then sold your note into a pool of loans which were then securitized into a trust and sold repeatedly on the stock market. Servicers attempting to collect or foreclose on a securitized loan are often not legally entitled to do so (they are not the real parties of interest or have no standing to foreclose), and can be challenged from many different areas. Tracking what happens to the note and the deed of trust during the securitization process will expose the problems and issues in the chain of title. RESPA Law requires Loan Servicers collecting on a debt to be able to produce proof of ownership throughout the entire lien history. Our research proves this to be impossible. If your loan is not in compliance the servicer will lose the ability to collect.

For more information on New Century Mtg. Co, see the article The New Century Zombies here:
http://abigailfield.com/?page_id=108

Operators are standing by – 24 hours hotline.
Please call 1-877-201-8926 for your free consultation today.
CALL NOW TO SEE IF YOUR LIENHOLDER IS UNDER INVESTIGATION

20 27. Defendant PRODIGY and Defendant ELLER purported throughout this process is that
21 the homeowners' victims' remedy is a quiet title action that prevents a lender from seeking a
22 foreclosure or making any subsequent a claim to the property, as set forth below:
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28 ⁴ See Exhibit 3.

1 Homeowners' main source of remedy is a Quiet Title Action. Let me explain! A Quiet Title Action is a
2 lawsuit filed to establish ownership of real property (land and buildings affixed to land). The plaintiff in a
3 Quiet Title Action seeks a court order that prevents the lender from making any subsequent claim to the
4 property.

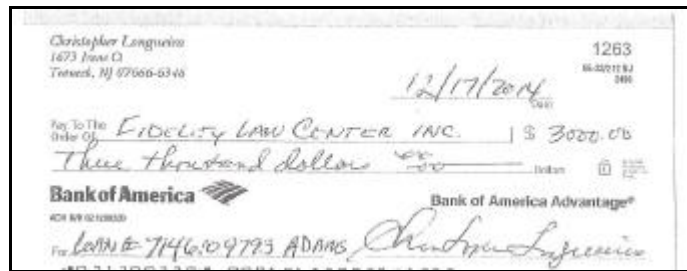
ELLER LAW 000452

THIS IS NOT A BANKRUPTCY. YOU WILL NOT HAVE TO SELL YOUR HOME! CONTACT US TO PROTECT YOUR LEGAL RIGHTS. WE ARE NOT ATTORNEYS. PLEASE DO NOT CONTACT US FOR LEGAL ADVICE.
DOCUMENT PROCESSING SERVICE, NEVADA DOCUMENT PROCESSING IS NOT AN ATTORNEY. YOU ARE NOT UNDER INVESTIGATION.

5 28. Defendant HICKOFF sent an email to Plaintiff ADAMS to fraudulently inducing
6 Plaintiff ADAMS and Plaintiff LONGUEIRA to provide Defendants thousands of dollars.⁵

7 29. Defendants charged the Plaintiffs for these mortgage rescue services, that included the
8 Securitization Audit and a legal review of the audit (“Legal Review”), illegal fees in varying amounts
9 from \$6,000 to \$10,000. These charges are illegal as these charges violate , Nevada Revised Statutes
10 (“NRS”) 645F.400 *et seq.* (“Nevada Mortgage Service Law”, “Nevada MARS Rule” or “MARS
11 Rule”).

12 30. Defendant PRODIGY instructed the Plaintiffs to make payments to Defendant
13 PRODIGY Fulfillment Center or to “Fidelity Law Center” which deceptively has the name
14 appearance of a law firm.⁶



15 31. These *upfront fees* were demanded by Defendant PRODIGY to be paid in full or in
16 installments of \$6,000 to \$10,000. See Exhibit 5, Bate ELLER LAW 000054 This exhibit is a demand
17 for payment to Plaintiff BROWN from Defendant HICKOFF posing as a paralegal employed by
18 Defendant CRYSTAL ELLER.

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28 ⁵ Exhibit 11, ELLERLAW 000122.

⁶ See Exhibit 11 – ELLER LAW 000129.

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From: khickoff <khickoff@prodigy.com>
To: thesunner1 <thesunner1@aol.com>
Subject: Legal Agreement
Date: Thu, Oct 23, 2014 2:33 pm
Attachments: Litigation_Document_Prep_Agreement1014.pdf (372K)

Hello Ms. Brown,

As we discussed, I have attached your legal agreement for your review and signature. Please print it and fill it out with the payment plan as follows:

\$2,500 dated 10/24/2014
\$2,000 dated 11/24/2014
\$1,500 dated 12/24/2014
\$1,500 dated 01/24/2015

(I can offer you a discount to \$7000 if paid in full)

Once you have done this, please go into a Chase Bank and deposit a check made payable to Prodigy Fulfillment Center and make a direct deposit into the account number that appears on the last page of your contract. Please call me as soon as this has been done so I can notify accounting of your deposit and make sure your account is credited properly. Please fax me a copy of the executed contract and a copy of a recent mortgage statement for your file. I will call you in a couple of days to do an initial interview with you.

Thank you so much and I look forward to speaking with you soon. If you have any questions, please do not hesitate to call me.

Best,

Kahala Hickoff
Paralegal
Senior Account Executive
2470 St. Rose Pkwy Suite 306
Henderson, NV 89074
Direct: 800-818-1169 Ext 218
Fax: 800-818-1682

32. These “audits” are fraud and these overall “Rescue Packages” sold by Defendant PRODIGY are scams. These securitization or forensic audits are denounced by the Federal Trade Commission and states’ attorney generals, specifically denounced by the Nevada Attorney General.⁷

33. See Exhibit 4 of true and correct copies of actual Securitization Audits and Forensic Audits “reviewed” by Crystal Eller, templates used by Prodigy.

B. PART 2 - THE “LEGAL REVIEW”

Crystal Eller Provides a “Legal Review” of the Fraudulent Audits to the Victims for Additional Unlawful Upfront Fees

34. As part of the “Mortgage Rescue Package” Defendant PRODIGY promised that an attorney would “review” the bogus audit.

35. This “legal review” by attorneys is the most important part of this scam in order to make it appear legitimate. The attorney role in these scams is noted in many prosecutions of this Mortgage Lending Fraud.

⁷ See Exhibit 1, ELLERLAW 000001-7.

1 36. Beginning in or around October 1, 2014, Crystal Eller, the Law Firm of Crystal Eller
2 Law, and Eller Law, LLC (“Eller Law” or “Eller”), partnered and acted in concert with Defendant
3 PRODIGY and provided the “Legal Review” services. In consideration for this “legal review,” Eller
4 was paid \$875.00 to \$1,000.00 illegal upfront fees per “Legal Review” by either directly soliciting
5 the fees from victims or from the already illegal fees collected by Prodigy.⁸ Eller also partnered with
6 Defendant PRODIGY because she benefitted from giving the “Legal Review” of the bogus audits to
7 these victims as they provided her a catalyst to directly solicit her loan modification services for the
8 victims who unwittingly agreed.

10 37. Crystal Eller engaged in the unauthorized practice of law as she was not licensed in
11 the states that the Plaintiffs’ resided in or where their properties were located.

12 38. These “Legal Reviews” provided by Eller consist of a nonsensical scripted, almost
13 verbatim to all victims, including Plaintiffs, narrative, littered with enough jargon and legalese to
14 make the scam seem legit, that was explained by Eller to the victims that the whatever findings were
15 revealed through the Securitization Audit would not be enough for the courts “in their state” to
16 eliminate or void their mortgage through a Quiet Title litigation.⁹

18 39. See Exhibit 6 for examples of these “Legal Reviews” and direct solicitation for loan
19 modifications conducted with the victims and then posted on The Loan Post by Crystal Eller.

21 40. See example of during another canned “Legal Review” on January 31, 2015 the victim
22 is pleading with Crystal Eller and communicating to her exactly what Kahala Hickoff misrepresented
23 and that they felt they were scammed. ***Knowing this victim was scammed out of \$8,500 from Kahala
24 Hickoff, a convicted felon, Crystal Eller chose to do nothing to help this victim but instead kept
25 hers and Prodigy’s “enterprise” going.***

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28 ⁸ See Exhibit 6 – Compilation of Sample of Retainer Agreement for Legal Review and Legal Reviews, ELLER LAW
000060-73.

⁹ See Exhibit 6.

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<p>Crystal Eller Email: crystal@crystalforthepeople.com</p>	<p>Attorney</p>	<p>Jan 31, 2015 01:28 PM - EST</p>	<p>General</p>	<p>in my professional opinion filing a quiet title action in his situation would be unsuccessful. Under GA case law, the Courts are allowing the lenders to execute missing assignments and endorsements "after the fact" in order to correct any defects in the lender's chain of custody of ownership of the loan. As a result, even though there are missing documents at this time according to his secularization audit, the Courts will merely allow the lender to correct the defects during out law suit and then the lender will get the case dismissed. He was</p>
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				<p>VERY unhappy about the things he was told by Kahala and Brian. He feels like he was "scammed". He said he was told this was "guaranteed". I told him that he needed to talk to Jeremy about that. Then we discussed loan modification. I told him, we could try to get his interest rate lowered. I told him it is a long shot because he has high income but that we would do it for no additional fee and the money he has already paid would cover it. He said "yeah lets go ahead and do that then". Lisa please contact him on Monday to get started.</p>
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41. Eller used the "legal review" as a pretext to deceive the Plaintiffs and her soon to be clients a second time for more illegal upfront fees.

C. PART 3 - THE DIRECT SOLICITATION BY ATTORNEY CRYSTAL ELLER FOR MORE ILLEGAL FEES

Crystal Eller Directly Solicits the Victims to Pay her Unlawful Upfront Fees for Loan Modification Services and Splits the Fees with Defendant PRODIGY Fulfillment Center

42. Knowing that these Audits were fraud and that none of the victims (who were fraudulently induced to purchase the Audits for \$6,000.00 or more), would be able to use them in a court of law to obtain quiet titles, Crystal Eller proceeded, during the "Legal Review" to directly solicit her legal services to the Plaintiffs and provide Loan Modification Services.

1 43. The Plaintiffs unwittingly retained Crystal Eller for the Loan Modifications and paid
2 the upfront fees.¹⁰

3 44. Eller is not licensed in the states where most of the victims including the Plaintiffs
4 reside, nor did Eller fall under any exemptions under Nevada Statutes, which allow attorneys to
5 collect upfront fees for these mortgage rescue related services.
6

7 45. After the Plaintiffs were lied to a second time, now by Crystal Eller, most of the
8 victims including the Plaintiffs retained Eller Law for services for Loan Modifications.

9 46. Upon information and belief, Crystal Eller then had the victims sign a Retainer
10 Agreement which demanded more upfront fees of \$2,300 and \$1,500 monthly until the lender
11 committed to or a Loan Mod was negotiated. Included in these retainer agreements was a provision
12 that the, now clients, agreed that Prodigy’s “Paralegal” services would be used.¹¹
13

14 **RETENTION OF PARALEGALS, AND AGENTS TO PROVIDE ASSISTANCE**

15 Client understands that Attorney may retain authorized agents and paralegals to aid in her
16 attempt to obtain a loan modification with Client’s lender, and specifically acknowledges that
17 attorney has retained Prodigy Fulfillment Services as paralegal processors to assist Attorney in
negotiating with Client’s lender.

18 **TIME FRAME FOR COMPLETION OF WORK**

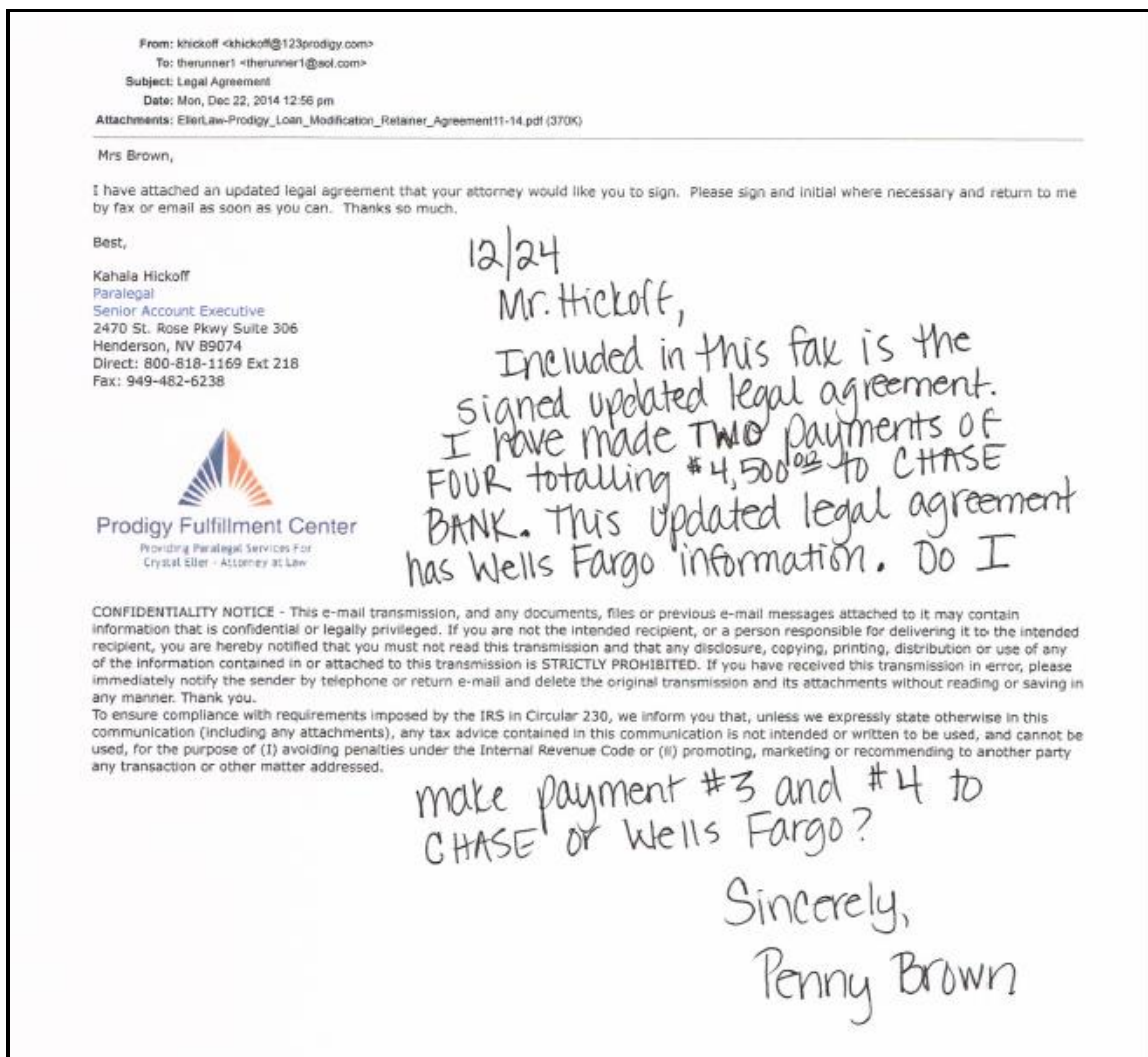
19 47. Upon information and belief Crystal Eller partnered with Defendant PRODIGY and
20 split these fees with Prodigy. See example of true and correct copy of communication between
21 Defendant Kahala Hickoff, convicted felon, directing Plaintiff Brown to sign a the attached “Eller
22 Law-Defendant PRODIGY Loan Modification Retainer Agreement” with Eller Law and giving her
23 instructions to pay Defendant PRODIGY (Chase bank account) and Eller Law (Wells Fargo bank
24 account).¹² Plaintiff Ms. Penny Brown asked for clarification which bank to pay for these “legal
25
26

27 ¹⁰ See Exhibit 7, ELLERLAW 000074-98.

28 ¹¹ See Exhibit 6 – Compilation of Sample of Retainer Agreement for Legal Review and Legal Reviews, ELLER LAW 000060-73.

¹² See Exhibit 12- “Plaintiff Brown Documents”, ELLERLAW 000257.

1 services” from Eller Law:
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20 48. Defendant PRODIGY and its staff are not paralegals nor have any experience working
21 in a law firm. They are Mortgage Service Providers and under Nevada law must be licensed: “Any
22 person who wishes to perform, for compensation, any activity meeting the statutory definition of
23 “covered service” is required to first obtain a license as a covered service provider under NRS
24 645F.400.” Eller circumvented this requirement and just labeled them as “paralegals.”

25
26 49. So in other words, Crystal Eller partnered with operators of a mortgage lending fraud
27 scheme and “piggy-backed” or used this fraud – the Securitization Audit – as a pretext to directly
28

1 solicit more mortgage rescue services for more upfront legal fees – and then split these said legal fees
2 with the original fraudsters who defrauded the victims in the first place.

3 50. In or around November to December 2014, upon information and belief Eller was
4 informed and provided legal authority that the Audits were fraud and that what she and Defendant
5 PRODIGY were involved in was Mortgage Lending Fraud.

6 51. Eller was informed that the victims were being defrauded before they contracted with
7 her law firm and that the audit had no remedial or evidentiary value – in other words, the audit is
8 useless.

9 52. Upon information and belief Eller agreed and knew Jeremy Fox and Kahala Hickoff
10 from Defendant PRODIGY Fulfillment Center fraudulently induced these Defendants/ Victims
11 before they were presented to her for the solicitation of her services – loan modifications.

12 53. Upon information and belief Eller did not tell the Plaintiffs, who were her clients, they
13 were defrauded by Prodigy.

14 54. Upon information and belief Eller did not tell Plaintiffs that they did not have to pay
15 her or Defendant PRODIGY upfront fees of 6 – 10 thousand dollars and by law should have been
16 refunded that money.

17 55. Upon information and belief Eller did not tell Plaintiffs that they had recourse by way
18 of filing a complaint with the Nevada’s authorities – who protect victims of Mortgage Lending Fraud
19 and especially the elderly victims.

20 56. As can be inferred from Crystal Eller’s latest public reprimand from the Nevada bar,
21 the business practices of “partnering” and splitting fees with questionable and unlicensed mortgage
22 rescue service providers and then directly soliciting her services, the is Eller’s Modus Operandi. This
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1 policy of business practices harms her clients as well as the integrity of the Nevada legal profession
2 and Nevada as a whole in Nevada's protection of victims of fraud - especially the elderly.¹³
3

4 ***D. Defendant Kahala Hickoff is a Convicted Felon who Served Time in Federal Prison for***
5 ***Mortgage Fraud***

6
7 57. Defendant Kahala Hickoff was a convicted felon and in or around 2008 Kahala
8 Hickoff, then an HUD approved appraiser was sentenced in the US District Court, Los Angeles, CA
9 to 6 months incarceration and 3 year probation and ordered to pay HUD \$905,970 in restitution for
10 his earlier guilty plea to making false statements. Hickoff prepared fraudulent appraisals for FHA-
11 insured properties and used the names of others when he signed and submitted the documents. HUD
12 realized losses in excess of \$2.7 million after 31 properties defaulted.¹⁴
13

14 58. In November of 2010, he was ordered by the Real Estate Board of State of California
15 to cease and desist *illegal activity that is hauntingly the exact behavior Kahala Hickoff, Jeremy*
16 *Fox, and Crystal Eller were engaging in.*

17 ***E. The Mortgage Servicing Account Management Software – “The Loan Post”***

18
19 59. The Loan Post or “TLP” is a web-based software platform for loan modifications,
20 foreclosure defense, short sales.¹⁵

21 60. As observed by the records obtained when any party updates the Loan Post online,
22 emails are sent to all parties.

23 61. Upon information and belief, The Loan Post creates an “audit trail” of all postings as
24 well as deletions.
25
26

27 ¹³ See Exhibit 2 – State Bar of Nevada Letter of Reprimand issued to Crystal Lyn Eller, Esq. re: Grievance OBC19-1253.

28 ¹⁴ See Exhibit 8; (November 5, 2010, before the Department of Real Estate in the State of California issued Order to Desist and Refrain, Case Number H-36905, Los Angeles).

¹⁵ See Exhibit 10 – The Loan Post; also see <https://www.theloanpost.com/> (Last seen June 28, 2020).

1 **IV. ALLEGATIONS FOR THE INDIVIDUAL PLAINTIFFS’ VICTIMIZED BY THE**
2 **PREDATORY ACTS OF DEFENDANTS**

3 **A. Alicia Adams and Chris Longueria, New York, New York 10452 – Exhibit 11**

4 62. Plaintiffs Alicia Adams and Chris Longueria are married and reside in New York,
5 New York at the property that was subject to the “foreclosure defense package” and securitization
6 audit.

7
8 63. On or around July 1, 2014, Plaintiffs Alicia Adams and Chris Longueria were
9 contacted by Defendant PRODIGY Fulfillment Center through Defendant Brian Rivera and were told
10 that their mortgage may be under investigation and deceptively misrepresented the benefits,
11 performance and efficacy of their services by falsely claiming that if a “Securitization Audit” or
12 “Forensic Audit” of their mortgage uncovered for example one or more “anomalies”, or “Real Estate
13 Settlement Procedures Act (RESPA)” violations, Plaintiffs would be entitled to legal remedies such
14 as a Quiet Title action against the lender(s) resulting in the elimination of their mortgage obligation.

15 64. As instructed by Defendant PRODIGY Adams and Longueria paid \$1,000 to Rivera
16 Document Processing to complete this Securitization Audit.

17
18 65. On July 23, 2014, Kahala Hickoff from Prodigy, contacted Plaintiffs Adams and
19 Longueria regarding the “audit results” and made the following fraudulent representations in order
20 to induce them to pay illegal upfront fees for mortgage rescue service package:¹⁶

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¹⁶ Exhibit 11; ELLERLAW 000122.

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-----Original Message-----
From:
Date: Jul 23, 2014 6:15:10 PM
Subject: Audit Results
To: chris1@verizon.net
Cc: aliciaplus@verizon.net

Chris,

The results of the audit are definitely in your favor and do show that you have a significant case against your lender. One of the main issues is that the audit states there is significant evidence that there were forged signatures on the original documents. It also states the loan was securitized but there were no documents to show the compliance of the series of endorsements and assignments, thereby possibly rendering the first assignment of mortgage invalid.

I know you need to discuss this with your wife so, hopefully you can go over this with her this evening. I will give you a call tomorrow to go over any questions you may have and go over your next step. I hope you both have a great evening.

Best,

Kahala Hickoff
Senior Account Executive
170 S. Green Valley Pkwy Suite 300 #3
Henderson, NV 89012

66. Based on this fraudulent representation, on or around August 7, 2014 Alicia Adams and Chris Longueria entered into a contract titled a “Foreclosure Defense Processing Agreement” with Defendant PRODIGY Fulfillment Center (“Defendant PRODIGY Foreclosure Defense Contract”) through Kahala Hickoff and purchased a “foreclosure defense package” which included further analysis of the “Securitization Audit Report” and a “legal review” by an attorney of the Securitization Report.¹⁷ Adams and Longueria were assured again and led to believe if issues were discovered with the Securitization Audit the attorneys would be able to obtain a quiet title for their mortgage loan.

67. According to the Defendant PRODIGY Contract, the services to be provided were deceptively worded to include the Securitization Audit and recommendations for eligibility for litigation which was verbally presented as a “Quiet Title”:

¹⁷ Exhibit 11, Contract between Defendant PRODIGY and Adams. ELLERLAW 000123.

1 **1. Services to be Performed by the Company:** The Company shall review the Client's current
2 financial situation and perform a full analysis and audit based upon the information provided by
3 the Client. The Company shall make recommendations to the Client on the Client's eligibility
4 for any relief or debt restructuring and litigation resolutions that are specifically designed to fit
5 the Client's particular lending institution and needs. Such recommendations may include; but
6 are not limited to, general advice concerning relief and debt restructuring and or litigation
process currently provided to the consumer. Also to help client collect and prepare all
documentation necessary to bring clients file to a bank ready foreclosure defense/litigation
status.

7 68. The terms of the Defendant PRODIGY Contract with Adams included upfront fees of
8 \$7,000.00 for "consulting":

9 considered satisfied and dismissed.
10 7. **Consulting Fee:** The Client agrees to pay the Company a consulting flat fee in the amount of
11 \$) 7000.00 This fee is made in consideration of the interview, review, analysis, and
12 preparation of recommendations for the Client by the Company. The Client agrees to pay all
13 such fees to the Company in order for such services to begin. The Client understands and
14 agrees by signing this Agreement that the Company in no way has or will ever assert, intend, or
15 imply that its service fee is for negotiating or providing any type of debt adjustment or loan
16 modification or any sort. For your Financial Consideration we offer payment arrangements for
17 our services. Courtesy payment scheduled:
18 Phase 1 Payment in the Amount of \$ 2500.00 Dated: 8/07/2014
19 Phase 2 Payment in the Amount of \$ 1500.00 Dated: 9/07/2014
20 Phase 3 Payment in the Amount of \$ 1500.00 Dated: 10/07/2014
21 Phase 4 Payment in the Amount of \$ 1500.00 Dated: 11/07/2014

22 69. As instructed by Prodigy, on August 7, 2014, Plaintiff Longueira issued a check for
23 2,500.00 for the "Litigation Processing Agreement".¹⁸

24 70. On August 11, 2014, Mirtha Razo from Defendant PRODIGY noted that she spoke
25 with Mr. Longueria and "welcomed" him to the Defendant PRODIGY Fulfillment Center. Mirtha
26 Razo emailed Ms. Adams and attached a "welcome letter" which contains a list of documents that
27 Defendant PRODIGY requires to prepare the file to be "court ready" in anticipation of filing a claim
28 against the Lenders based on the findings from the Securitization Audit.¹⁹

¹⁸ ELLERLAW 000126.

¹⁹ ELLERLAW 000146-147.

1 71. On October 29, 2014, Ms. Razo emailed Kahala Hickoff and copied Jeremy Fox that
2 Attorney Crystal Eller was requesting updated documents for all the cases and asked Hickoff if he
3 received an “agreement from Alicia Adams” and if so, to “please upload onto TLP [the Loan Post].”²⁰
4

5 72. By November 6, 2014, Eller had partnered with Defendant PRODIGY Fulfillment
6 Center since on or around October 1, 2014 to provide the “Legal Reviews” of the Securitization
7 Audits.²¹ All of the clients were sent notice to provide updated records. This notice was
8 memorialized on The Loan Post (TLP).

9 73. On November 21, 2014, Jeremy Fox spoke with Plaintiffs Alicia and Chris and noted
10 the following on TLP:²²

Jeremy Fox Ph #: (800) 818 - 1169 Ext 213 Fa x #: (800) 818 - 1169 Email: jfox@123prodigy.com	Manager	Nov 21, 2014 08:07 PM - EST	General	spoke to Alicia and Chris "Husband not on loan" for over an hour. They were both losing hope with our process, took entire TLP file and said Mirtha and I would review file Monday and give them a list of what we need if anything for Crystal to review, to give us all her legal opinion Mod or Lit.. They are much happier now and will be making past due payment of \$1500.
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16 74. Upon information and belief, after Jeremy Fox and Kahala Hickoff of Defendant
17 PRODIGY and Crystal Eller “partnered up” by October 1, 2014, and Fox and Hickoff did not want
18 to pay Eller directly the \$875.00 for the “Legal Review” and as in this instance with Plaintiffs Adams
19 and Longueira, Eller directed Defendant PRODIGY have the homeowner sign an agreement with
20 Crystal Eller Law and to be paid by the homeowner \$875.00 per “Legal Review.”²³
21
22
23
24

25 _____
26 ²⁰ ELLERLAW 000143

27 ²¹ ELLERLAW 000141.

28 ²² ELLERLAW 000141.

²³ See for example Exhibit 6; ELLERLAW 000065 is a Draft, drafted on January 8, 2015, of an Attorney-Client Employment Contract Legal Review of Securitization Audit Retainer Agreement. This example draft dated January 8, 2015 reflects fees to be raised to at \$1,000 for the “legal review” however in November and December Eller charged \$875.00 per “Legal Review.”

1 75. On December 3, 2014, Alicia Adams' file was ready for Eller's "Legal Review" and
 2 Jeremy Fox posted the following in the Loan Post:²⁴

Jeremy Fox Ph #: (800) 818 - 1169 Ext 213 Fax #: (800) 818 - 1169 Email: jfox@123prodigy.com	Manager	Dec 3, 2014 05:55 PM - EST	General	spoke to Alicia and explain we received her fax and would notify Crystal, there file is ready for her review and she would be reaching out them with "Legal review" and they will know if a Mod or Litigation is her recommended. LISA - Do not contact client until after Crystal has done the legal review and tells you what direction to take file.
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8 76. On December 15, 2014, Mirtha Razo, now operations manager of Defendant
 9 PRODIGY and overseer of the accounting for Defendant PRODIGY and Crystal Eller Attorney at
 10 Law, noted in the Loan Post that Ms. Adams was delinquent in the amount of \$3,000.00 in her upfront
 11 fees collected unlawfully by Prodigy:²⁵

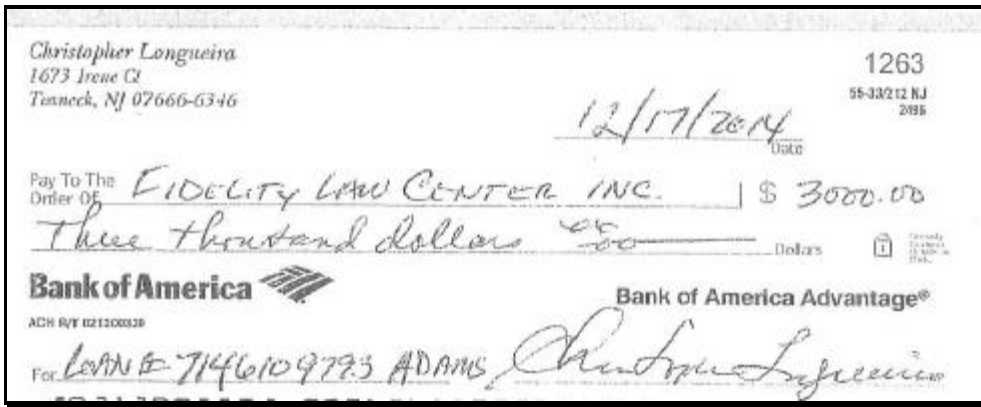
Mirtha Razo Ph #: (800) 818 - 1169 Ext 217 Fax #: (800) 818 - 1682 Email: mrazo@123prodigy.com	Manager	Dec 15, 2014 12:27 PM - EST	General	From: Accounting [mailto:accounting@123prodigy.com] Sent: Monday, December 15, 2014 9:26 AM To: 'LISA EASTERLING' Subject: Adams 10/7/14 \$0.00 11/7/14 \$0.00 Past Due for \$3,000.00 Accounting Department 2470 St. Rose Pkwy Suite 306 Henderson, NV 89074 Phone (800) 818-1169 x.217 Direct Fax (949) 482-6258
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21 77. On December 17, 2014 Plaintiff followed Prodigy's instructions and deposited a check
 22 for \$3,000.00 made out to "Fidelity Law Center" at Chase Bank:²⁶

24 ELLERLAW 000140.

25 ELLERLAW 000135.

26 ELLERLAW 000128; Note – part of the general deception – Defendant PRODIGY had victims deposit in this account to give the appearance that the victims were dealing with a law firm. This adds to the blatant fraud and deception by any Law Firm to be involved in this Mortgage Lending Fraud. As stated above, to make this scam work, having an attorney involved is imperative to provide some appearance of legitimacy. Eller took on that role and responsibility to make money with no regard to these victims, or her oath of an attorney.



78. *By this time the homeowners were directly solicited by Jeremy Fox to retain Crystal Eller law for the “Legal Review” of the Securitization Audit for the amount of \$875.* On December 17, 2014, Jeremy Fox spoke with homeowner and noted in the case file through The Loan Post that an “875.00 legal fee” was due for the Legal Review of the Securitization Audit until the “Modification” was complete:²⁷

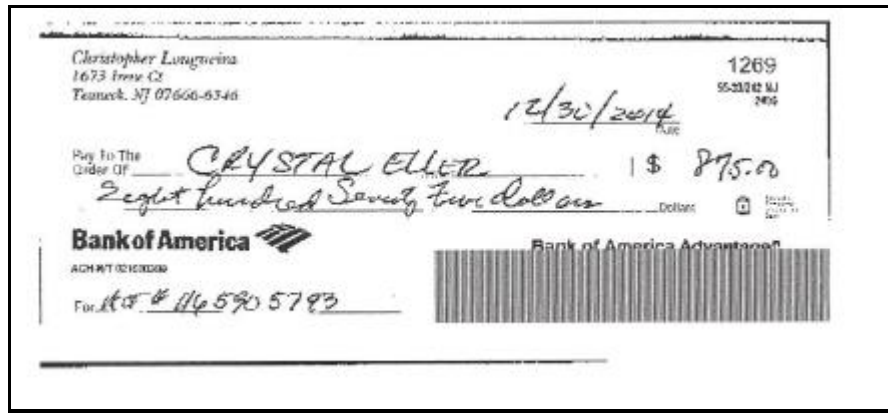
<p>Jeremy Fox Ph #: (800) 818 - 1169 Ext 213 Fax #: (800) 818 - 1169 Email: jfox@123prodigy.com</p>	<p>Manager</p>	<p>Dec 17, 2014 03:11 PM - EST</p>	<p>General</p>	<p>Returned Christopher call about questions he had about the new Eller Law agreement. I explained to him that if he makes his last 2 payments tomorrow totaling \$3,000 that he is paid in full with prodigy. However moving forward there would only be a \$875 legal fee due until Modification was complete and or until new Co-counsel took over. "RECORDING UP LOADED"</p>
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79. On **December 18, 2014**, the payment of the “delinquent” amount of \$3,000.00 in unlawfully collected upfront fees to Defendant PRODIGY was noted by Defendant PRODIGY and Eller Law account manager Mirtha Razo and Plaintiffs Adam and Longueria were now current with Prodigy.²⁸

²⁷ ELLERLAW 000135.
²⁸ ELLERLAW 000135.

Mi rtha Razo Ph #: (800) 818 - 1169 Ext 217 Fax #: (800) 818 - 1682 Email: mrazo@123prodigy.com	Manager	Dec 18, 2014 03:20 PM - EST	General	Payment in then amount of 3000.00 was made 12/17/2014 Will speak to JF about 875.00 to CE and Co- Counsel
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80. On December 30, 2004 Plaintiff made check #1269 paid to the order of Crystal Eller and deposited the check directly, as instructed by Defendant PRODIGY and Eller Law, into Crystal Eller's account at Wells Fargo ending in '5793'.²⁹



Wiring Instructions

To insure proper credit to your account, please be sure to include your full name, phone number and what you are paying for by direct bank deposit or wire transfer. For questions contact accounting at 800-818-1169 ext.219

Account Name: Crystal Eller, Attorney at Law

Address: 8625 West Sahara Ave., Las Vegas, NV 89117

Account Number: 1165905793

Routing Number: 1210002

Bank Name: Wells Fargo, NA

Wells Fargo's Phone Number 702-765-1803

Wells Fargo's Fax Number 702-765-8180

81. By January 14, 2015, Eller had not spoken to the Plaintiffs. Plaintiffs Alicia and Chris were still under the impression, based on the misrepresentations by Defendant PRODIGY and Eller

²⁹ See Exhibit 11; ELLERLAW 000130.

1 Law, that they either had opportunity to or actually were going to be pursuing a “quiet title” action
2 against the lender based on the findings from the Securitization Audit:³⁰

3
4 82. Within an hour, Crystal Eller returned the phone call to Alicia and Chris and provided
5 them with a canned and scripted “Legal Review” (which is merely a recitation of the Securitization
6 Audit Summaries), and then directly solicited her services for Loan Modification as noted by Eller in
7 The Loan Post:³¹

Crystal Eller Email: crystal@crystalforthepeople.com	Attorney	Jan 14, 2015 07:07 PM - EST	General	I spoke with Mrs. Adams on 1-14-2015. I explained to her that the Courts in her state allow the lenders to correct and refile missing or fraudulently executed Assignments of Mortgages, or allow the lender to bring in witnesses who can testify to the validity of the transfers. Therefore, I do not think she will ultimately be successful if she files a law suit for QT. We discussed the terms of her current loan which is an justifiable rate loan with interest only for the first 5 years. Her interest rate will never go below 7.15% but can go as high as 13.15%. I advised her that this is not a good situation and recommended that she apply for a loan modification even though she is current on her payments, hoping for a fixed rate of 5% or better, a 30 year loan term and POSSIBLY a principal reduction. She is going to discuss it with her husband tonight and call me back tomorrow.
--	----------	--	---------	--

19
20 83. By January 18, 2015, the homeowners agreed to move forward with the loan
21 modification through Crystal Eller Law.³²

22
23
24
25
26
27 _____
28 ³⁰ ELLERLAW 000134.

³¹ ELLERLAW 000133.

³² Exhibit 11; ELLERLAW 000133; 000149.

<p>1 2 3 4 5</p> <p>Crystal Eller Email: crystal@crystalforthepeople.com</p>	<p>Attorney</p>	<p>Jan 19, 2015 09:21 PM - EST</p>	<p>General</p> <p>I spoke with Alicia and her husband Friday afternoon, Jan. 17, 2015. We had a very long discussion where in I informed them that I do not believe they would succeed in a Quiet Title action because my research shows that they courts in their jurisdiction are allowing the lenders to correct the deficiencies in their documents of the type discovered in Alicia's</p>
			<p>Securitization Audit. We discussed how bad the interest rate is on their loan and recommended a they allow us to apply for a loan modification of their loan. They agreed. I told them to get their 2014 taxes completed as soon as possible and that Lisa would be contacting them soon.</p>

10 84. By September 22, 2015, nothing was done with the loan modification except Eller
11 Law's office continuing to ask for updated records from the Plaintiffs.

12
13 85. On September 22, 2015 Plaintiff spoke with Eller's legal assistant and demanded a
14 refund of the \$8,375. The Plaintiffs reiterated this demand via email and noted that the case was just
15 churning, and they have never received any documentation from Eller Law supporting the
16 representations of denials for modification from the Mortgage Loan Servicers.³³

17

<p>18 From: chris1@verizon.net, 19 To: Emily@crystalforthepeople.com, 20 Cc: Crystal@crystalforthepeople.com, 21 Subject: Re: ADAMS 942 GERARD AVENUE BRONX NY 10451 22 Date: Tue, Sep 22, 2015 10:44 am</p>
<p>23 Emily 24 I would like to apologize if I was rude to you in anyway with our last phone conversation in which I was adamant about wanting a return of the money, \$8375.00 I have put into an attempt to hire Prodigy to get Ocwen to change the interest rate we are paying, which is over 7 percent. We have worked with Marta Razo, Lisa Easterling, and now yourself. We have complied by sending the same documents to each of you time and time again, with updated Bank statements, and those that were said to be in need of being the most current with no deal from Ocwen in almost one year to date. 25 Your last explanation after asking about the process was upsetting as it seems that Prodigy is grobbling at the feet of Ocwen with no mediation. I have asked for the contact information at Ocwen and even this was not forthcoming. I have not seen one document of Ocwen denials which makes me suspicious that there may not even be an effort as is being represented to me by Prodigy. 26 You have stated that I will be receiving a call from Crystal Eller personally in this matter. I have attempted to include an email adress for her which was just a guess, and would be appreciative of you forwarding this to her. 27 28 Christopher Longueira, Alicia Adams Longueira</p>

³³ Exhibit 11; ELLERLAW 000155.

1 86. By November 19, 2015 Eller responded and inadvertently admitted to the
2 incompetence of the Defendant PRODIGY staff and her gross negligence as an attorney not
3 supervising over her client’s files. Eller misrepresented further by telling the Plaintiffs they did not
4 provide files timely or efficiently. *This was an outright lie and a mere attempt for Eller to distance*
5 *herself from Defendant PRODIGY and the responsibility of her client.* Eller’s only resolve offered
6 to fix the problems created by her getting involved with Prodigy, Kahala Hickoff, a convicted felon,
7 in this Mortgage Lending Fraud scheme, was to blame everyone including the victim Plaintiffs and
8 close the file, or get more fees.³⁴

10 87. The Plaintiffs did not pay any more fees to Eller and followed up with a question for
11 the contact information for their Mortgage Servicer. Crystal Eller never responded back.³⁵

13 **B. Roger Vincent and Penny Brown, Edmond, Oklahoma – Exhibit 12**

15 88. Roger Vincent and Penny Brown live in Edmond, Oklahoma (“Plaintiff Brown” or
16 “Brown”). The real property is located in Edmond, Oklahoma and is the subject property of the
17 “foreclosure defense package” and securitization audit the homeowner was fraudulently induced to
18 buy and pay for with upfront fees.³⁶

19 89. **On or around March of 2014** Plaintiffs were contacted by Defendant Brian Rivera
20 from Rivera Document Processing regarding their mortgage and they could by Defendant Defendant
21 PRODIGY Fulfillment Center through Defendant Brian Rivera and were told that their mortgage
22 may be under investigation and deceptively misrepresented the benefits, performance and efficacy of
23 their services by falsely claiming that if a “Securitization Audit” or “Forensic Audit” of their
24 mortgage uncovered for example one or more “anomalies”, or “Real Estate Settlement Procedures
25

27 _____
34 Exhibit 11; ELLERLAW 000155-156.

28 35 ELLERLAW 000164.

36 See Exhibit 12.

1 Act (RESPA)” violations, Plaintiffs would be entitled to legal remedies such as a Quiet Title action
2 against the lender(s) resulting in the elimination of their mortgage obligation. As instructed Plaintiffs
3 paid \$3,000.00 for the processing of a Forensic Audit to see if they would be qualified to litigate their
4 lender for a “Quiet Title”.

5 90. By August of 2014, the Browns called and emailed Defendant Rivera with no
6 response.
7

8 91. By on or around October 22, 2014, the Browns received the “Forensic Audit”.³⁷

9 92. On October 23, 2014, the Browns received their first call and email from Kahala
10 Hickoff from Defendant PRODIGY Fulfillment Center. In this email Kahala represented that he was
11 from the Law Office of Crystal Eller Attorney at Law.³⁸

12 93. The Browns then contracted with Defendant PRODIGY Fulfillment Center through
13 Kahala Hickoff and purchased a foreclosure defense package which included a “Securitization Audit
14 Report” and a “legal review” by an attorney of the Securitization Report.³⁹

15 94. On October 23, 2014, Kahala Hickoff memorialized this correspondence with the
16 Plaintiffs and posted on The Loan Post that he spoke with Mr. Brown and “went over the process”
17 and he sent “legal agreement by email and client should be moving forward by tomorrow.”⁴⁰

18 95. On November 3, 2014, the Browns executed the contract with Defendant PRODIGY
19 and Crystal Eller Law.
20

21 96. *Note, between November 3, 2014 to January 24, 2015, the Browns had paid*
22 *Defendant PRODIGY and Eller Law \$7,000.00 for the “Mortgage/Foreclosure Rescue Package.”*
23
24
25
26

27 ³⁷ Exhibit 12; ELLERLAW 000292.

28 ³⁸ Exhibit 12; ELLERLAW 000292.

³⁹ Exhibit 12, ELLERLAW 000292.

⁴⁰ Exhibit 12; ELLERLAW 000292.

1 97. On November 14, 2014, Defendant PRODIGY staff Mirtha Rizo, an unlicensed
2 mortgage service processor, represented to the Browns that she was the “paralegal” at Eller’s office
3 assigned to the Browns’ file.

4 98. On December 15, 2014, the Browns received an email from Defendant PRODIGY
5 staff Lisa Easterling, also unlicensed, who stated she was now the “paralegal” over their file.⁴¹ At
6 this time, the Browns have been engaged with Eller Law and have not spoken to Crystal Eller and
7 are still under the impression that a “quiet title” litigation is possible as they have not been told
8 otherwise.

9 99. On January 7, 2015, the Brown’s payment for the Loan Modification was noted on
10 The Loan Post to be past due.⁴²

11 100. As of January 22, 2015, Crystal Eller never spoke with the Browns. As per the posting
12 by Eller’s office in The Loan Post the loan modification preparation was “in motion.”⁴³
13

14 101. Between February 3, 2015 to June 11, 2015, the Browns received communication only
15 from Lisa Easterling who was re-asking for documents and just “churning” their file. No
16 communication or supervision from Crystal Eller. Eller Law’s gross incompetence, disregard, and
17 inability to process the clients’ file for a loan modification is exhibited in the Browns’ documents
18 bated: **ELLERLAW 000295-328.**
19

20 102. It was not until July 16, 2015, that the Browns heard from Crystal for the first time.
21 This was also the first time the Browns heard of a “denial” of the request for a loan modification from
22 the lender.⁴⁴
23
24
25
26

27 ⁴¹ Exhibit 12; ELLERLAW 000289.

28 ⁴² ELLERLAW 000285.

⁴³ ELLERLAW 000283.

⁴⁴ ELLERLAW 000329.

1 103. By July 29, 2015, legal assistant from Eller Law began processing an appeal for this
2 denial.

3 104. *For almost a month the Browns did not hear from Eller Law and on August 25,*
4 *2015 Penny Brown sent an email to Eller Law office and frantically asked to speak with Crystal*
5 *because a foreclosure had been filed on them.*⁴⁵

7 Original Message
8 From: Penny Brown [mailto:therunner1@aol.com]
9 Sent: Tuesday, August 25, 2015 9:27 AM
10 To: Emily Irving
11 Subject: Foreclosure

12 Hi Emily I need to speak with you and/or Crystal TODAY. I am in a meeting until 12:30 my time but will call
13 after.
14 We are applying to be foster parents BUT I was told today that FORECLOSURE has been filed on us!!
15 OSCN.NET.
16 I was told it is illegal to file foreclosure on someone going thru loan re modification.

17 Penny Brown
18 405.620.3707

19 105. This recklessness and fraud that led to their home being foreclosed on caused the
20 Browns to not be able to be foster parents to twin children as the State of Oklahoma disallows foster
21 parents in foreclosure to foster children.⁴⁶ This devastation and emotional distress had a significant
22 effect on Penny Brown.

23 106. On May 27, 2016, the Browns received an Entry of Order of Judgment of Foreclosure
24 from the Court and were very upset and sent an email to Eller Law.

25 107. Crystal Eller did not respond or contact the Browns.

26 108. On June 9, 2016, Eller's legal assistant received notice of a sheriff's sale of their home
27 scheduled for July 14, 2016. By this time the only remedy for the Browns was to seek Chapter 13
28 bankruptcy to save their home. Crystal Eller could not provide any help to their Oklahoma
Bankruptcy attorney.

⁴⁵ ELLERLAW 000334.

⁴⁶ ELLERLAW 000337.

1 109. The Browns have been damaged for over 25,000 in fees and costs due to the actions
2 of Defendant PRODIGY and Crystal Eller.

3
4 **C. Anthony Corbin, Rockaway, New York - Exhibit 13**

5 110. Anthony Corbin, lives in Rockaway, New York and was over 60 years old at the time
6 of this activity. The residential real property owned by Mr. Corbin is located in Rockaway, New
7 York is the subject property of the “foreclosure defense package” and securitization audit the
8 homeowner was fraudulently induced to buy and pay for with upfront fees.⁴⁷

9
10 111. On or around March of 2014, Mr. Corbin received a mailer from Defendants Rivera
11 Document Processing and Defendant PRODIGY Fulfillment Center which deceptively
12 misrepresented the benefits, performance and efficacy of their services by falsely claiming that if a
13 “Securitization Audit” or “Forensic Audit” of their mortgage uncovered for example one or more
14 “anomalies”, or “RESPA” violations, Plaintiff would be entitled to legal remedies such as a Quiet
15 Title action against the lender(s) resulting in the elimination of their mortgage obligation.^{48, 49}

16
17 112. See true and correct copy of mailer that Plaintiff Corbin received that deceptively
18 advertise the benefits, performance and efficacy of the Securitization Audits, case law, and guarantees
19 regarding the litigation for clear title or other leverage or effect that an Audit can provide for the
20 financially distressed homeowner.⁵⁰

21
22 113. On March 17, 2014 after receiving this false advertisement, Mr. Corbin spoke with
23 Defendant Brian Rivera of Rivera Document Processing, LLC (“Rivera”). Rivera represented that
24 Mr. Corbin could get his mortgage obligations cancelled if the Audit revealed the anomalies

25
26 _____
27 ⁴⁷ See Exhibit 13 Anthony Corbin, Bates ELLERLAW 000340-368.

⁴⁸ See also Exhibit 3, ELLERLAW 000012-14, Mailers Falsely Advertising Mortgage Rescue Services.

⁴⁹ See also Exhibit 4, ELLERLAW 000015-43, Compilation of Sample Securitization and Forensic Audits sold and then reviewed by Eller as part of the scam.

⁵⁰ Exhibit 13, ELLERLAW 000341.

1 advertised.

2 114. Mr. Corbin signed a contract with Rivera and paid upfront fees of \$2,950.00 for a
3 “Mortgage Audit Application.”⁵¹

4 115. On or around July of 2014 Anthony Corbin was contacted by Kahala Hickoff from
5 Defendant PRODIGY Fulfillment Center who was affiliated with and referred by to him Brian Rivera
6 from Rivera Document Processing. Kahala Hickoff represented that Defendant PRODIGY would
7 not provide a “package” for Foreclosure Defense Processing which included the “Securitization Audit
8 Report” and a “legal review” of the Securitization Report by an attorney of the. The Securitization
9 Audit was completed and uploaded into the case file with the Loan Post.⁵²

10 116. On August 12, 2014, Mr. Corbin signed with Defendant PRODIGY a “Foreclosure
11 Defense Processing Agreement.”⁵³

12 117. The wire instructions stated that Mr. Corbin was to wire the payments to Fidelity Law
13 Center, Inc.

14 118. From August 11, 2014 to August 18, 2014 Kahala Hickoff processed the contract with
15 Corbin regarding the “process” of the Securitization Audit and Legal Review. Corbin paid the
16 upfront fees, in installments which amounted to \$7,500.00 to Defendant PRODIGY for the
17 Securitization Audit and “Legal Review”. See true and correct copies of payments to Prodigy.⁵⁴

18 119. By October 01, 2014, Crystal Eller was engaged with Defendant PRODIGY to
19 perform the “Legal Review” on the bogus audits.

20 120. On December 9, 2014, Lisa Easterling sent Crystal Email asking permission to
21 proceed with the loan modification on this file. This is significant in that Crystal and the Defendant
22

23
24
25
26
27 _____
28 ⁵¹ CELLERLAW 342.

⁵² CELLERLAW 343-345.

⁵³ CELLERLAW 346-348.

⁵⁴ Exhibit 13, ELLERLAW 000351-352.

1 PRODIGY team knew the Securitization Audits – as aggressively sold to the clients as means to get
 2 quiet title action – were useless. Crystal just went through the motions of the “Legal Review” to
 3 satisfy the clients that Defendant PRODIGY did not scam them, and Crystal can move forward with
 4 the clients’ gained trust and directly solicit them for a loan mod.⁵⁵

6 7 8 9 Jeremy Fox Ph #: (800) 818 - 1169 Ext 213 Fax #: (800) 818 - 1169 Email: jfox@123prodigy.com	Manager	Dec 8, 2014 05:50 PM - EST	General	Spoke to Mr. corbin and explained the removal of Brian Wasser and the addition of Crystal Eller. Explained that his file would now be transferred to Mrs. Eller for Legal review and after her due diligence of the file would hopefully contact them this week. He was happy... "Listen to Recording"
10 11 12 13 Lisa Easterling Email: lisae@123prodigy.com	Processor	Dec 15, 2014 04:55 AM - EST	General	12-15-14 1:55am (PST) Sending email to Crystal inquiring when she will be contacting client so that I can initiate loan modification process.

14
 15 121. On December 31, 2014, Crystal Eller spoke to Mr. Corbin and provided to him a
 16 canned generalized “Legal Review” and told him that the Securitization Audit will not be able to
 17 prove “ownership of the loan” and solicited to him with a recommendation that he should move
 18 forward with the Loan Modification:⁵⁶

27
 28 ⁵⁵ Exhibit 13, ELLERLAW 000356.

⁵⁶ Exhibit 13, ELLERLAW 000354.

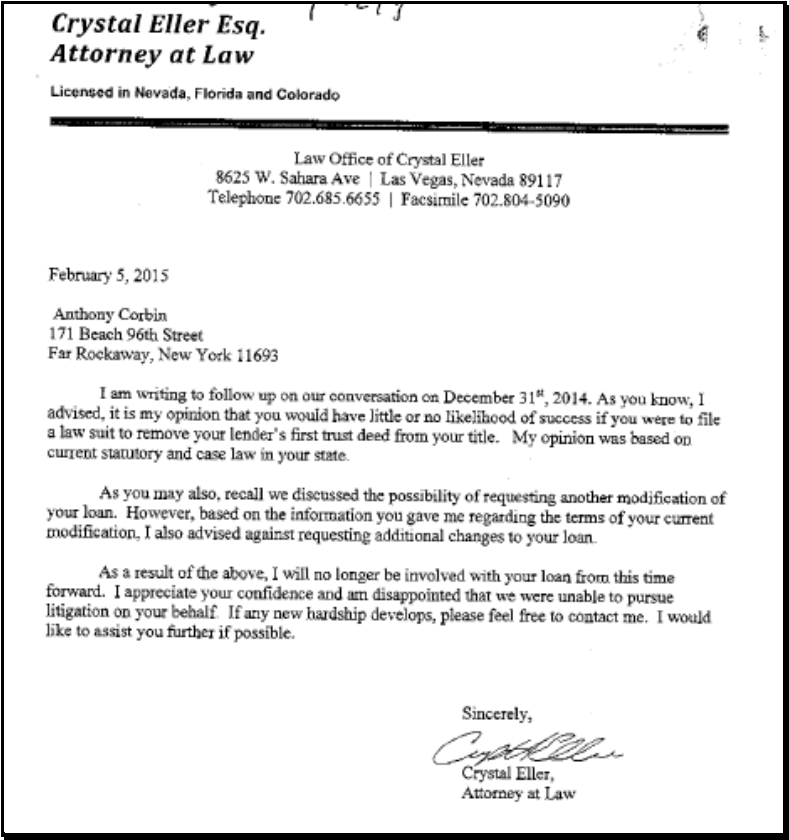
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Notes Entered By	Role	Date	Notes Type	Notes
Crystal Eller Email: crystal@crystalforthepeople.com	Attorney	Dec 31, 2014 03:39 PM - EST	General	I just spoke with Mr. Corbin. I discussed his Audit and the application of current NY and Federal Law to his case. I informed him that I do NOT recommend litigation in his case because even though there are some chain of title issues with his mortgage/deed of trust, the NY courts are allowing lenders to correct these deficiencies in order to prove ownership of the loan. Mr. Corbin indicated that he wants to keep the home. As a result, I recommend that we submit for a loan modification. He agreed. I told him Lisa would send him and email by Friday containing the information and documents she needs to get started. He asked if he should continue making payments to the lender. I told him that is a personal financial decision he needs to make for himself and his family, but that as long as we are in negotiation for a loan modification, the lender cannot sell his house out from under him according to the Federal Homeowner Bill of Rights.

122. Plaintiff did not go through with the loan modification and on February 5, 2015 Eller Law sent him a letter admitting to providing legal advice on an audit Eller knew to be fraud. Eller also legitimized and reinforced the deception of the scam by commenting she was “disappointed that we [Defendants Prodigy, Rivera, Felon Hickoff, Jeremy Fox, and Crystal Eller] were unable to pursue litigation on your behalf”:⁵⁷

⁵⁷ Exhibit 13, ELLERLAW 000367.

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D. Joanne DeMasi, Glenford, New York - Exhibit 14

123. Joanne DeMasi lives in Glenford, New York. Her residential real property located in Glenford, New York is the subject property of the “foreclosure defense package” and securitization audit the homeowner was fraudulently induced to buy and pay for with upfront fees.⁵⁸

124. Plaintiff DeMasi is legally blind and over the age of 60 years old at the time this fraud occurred.

125. On or around March of 2014, Joanne DeMasi received a cold call from Defendant Brian Rivera from Rivera Document Processing contacted Plaintiff Joanne DeMasi and presented information that advertised and deceptively misrepresented the benefits, performance and efficacy of

⁵⁸ See Exhibit 14.

1 their services by falsely claiming that if a “Securitization Audit” or “Forensic Audit” of their
2 mortgage uncovered for example one or more “anomalies”, or “RESPA” violations, Plaintiff would
3 be entitled to legal remedies such as a Quiet Title action against the lender(s) resulting in the
4 elimination of their mortgage obligation.

5 126. On March 15, 2014, Plaintiff DeMasi paid \$1,750 for the Audit.⁵⁹

6 127. By September of 2014 the “audit” was complete and Jeremy Fox and Kahala Hickoff
7 contacted Ms. DeMasi several times.
8

9 128. Plaintiff DeMasi was specifically told by Fox and Hickoff that the Audit was now
10 ready to be reviewed and that she would need to purchase the “Mortgage Rescue Package” which
11 was referred to as “Educational Mortgage Service”. The “Educational Mortgage Service” included
12 the final audit, a legal review from a real attorney, Crystal Eller, and processing for any litigation.
13 DeMasi was specifically told that in the “Legal Review” if the attorney, Crystal Eller, discovered any
14 mistake with the audit that means she would have several options:
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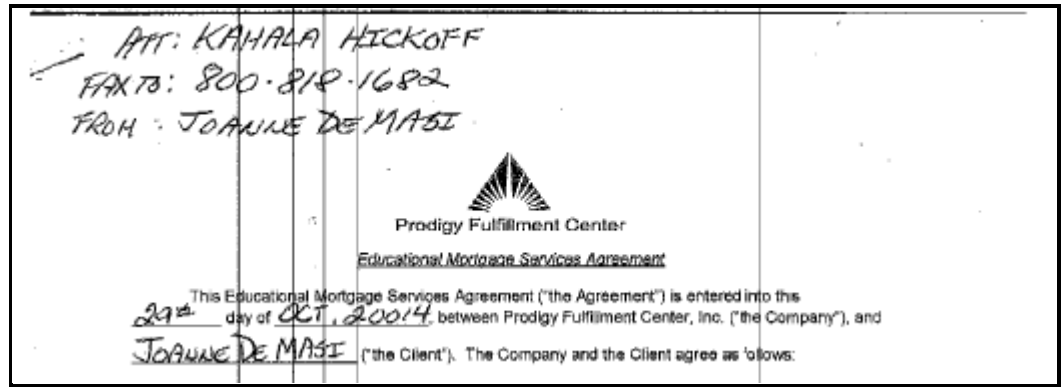
- 16 a. the mortgage would become null and void;
- 17 b. the mortgage would be forgiven;
- 18 c. the mortgage would be modified for less interest and principal;
- 19 d. or she would receive some compensation from the lender due to the mistakes
20 found.
21

22 129. On October 29, 2014 Joanne DeMasi contracted with Defendant PRODIGY
23 Fulfillment Center through Kahala Hickoff and purchased a foreclosure defense package which
24 included a “Securitization Audit Report” and a “legal review” by an attorney of the Securitization
25 Report.⁶⁰
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28 ⁵⁹ See Exhibit 14; ELLERLAW 000369.

⁶⁰ Exhibit 14, ELLERLAW 000370-375.

1 130. Ms. DeMasi signed the contract from Defendant PRODIGY entitled “Educational
2 Mortgage Service Agreement”:



11 131. The wire instructions directed Ms. DeMasi to pay Defendant PRODIGY Fulfillment
12 Center.⁶¹

13 132. On October 29, 2014, Ms. DeMasi made the initial deposit to Defendant PRODIGY
14 for the “Educational Mortgage Service” and by December paid over \$5,000.00 to Prodigy.⁶²

15 133. By December 16, 2014, Ms. DeMasi was behind on the balance owed to Defendant
16 PRODIGY for the Securitization Audit and Eller Law could not proceed with the solicitation of the
17 Loan Modification until Defendant PRODIGY was paid. Jeremy Fox informed Ms. DeMasi he
18 would get the second audit from Rivera and informed her file will be put on hold for reasons including
19 non-payment. Fox then posted the following in The Loan Post.⁶³

20 134. On January 18, 2015, Ms. DeMasi contacted Jeremy Fox and was able to make the
21 payments. On January 20, 2015, Jeremy Fox reminded Ms. DeMasi that she will proceed with the
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28 ⁶¹ ELLERLAW 000370.

⁶² ELLERLAW 000376-377.

⁶³ Exhibit 14, ELLERLAW 000380.

1 Loan Modification and not "Litigation".⁶⁴ This conversation was noted on The Loan Post as well as
2 conveyed to Crystal Eller.

3 135. As can be seen below, Defendant PRODIGY and Eller charged this victim thousands
4 in upfront fees for the Securitization Audit which as evidenced by the demeanor and anticipation of
5 providing services for a loan modification, "instead of litigation", Crystal Eller and Jeremy Fox and
6 Kahala Hickoff knew the Securitization Audit was bogus and served no purpose.⁶⁵
7

Jeremy Fox Ph #: (800) 818 - 1169 Ext 213 Fax #: (800) 818 - 1169 Email: jfox@123prodigy.com	Manager	Jan 20, 201 5 08:00 PM - EST	General	Joanne called with a misunderstanding of what she needs to pay. Which really was also my misunderstanding of what she still owes. We clarified it together and she is making payment tomorrow." Listen to recording" Payment Schedule on this property only was for \$1,875 4 months " see schedule below" 1st payment \$1,875 Paid 2nd Payment \$1,600 Paid -short \$275 3rd Payment \$1,500 TBP 1/20/15 short \$375
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14 136. On January 21, 2015 DeMasi spoke with Eller and agreed to retain her law firm for
15 the loan modification and signed the Retainer Agreements on January 21, 2015 and February 6, 2015,
16 for both of her properties.⁶⁶
17

18 137. On January 21, 2015, Plaintiff DeMasi paid the following check to "Prodigy/ Crystal
19 Eller" **which was deposited in Crystal Eller's law firms IOTA account** ending in '5793 at Wells
20 Fargo.⁶⁷
21

22 138. Defendant PRODIGY and Eller were aggressive in being paid and threatened to close
23 the file if not paid in full. Plaintiff was cooperating and paying as fast as she could so her files were
24 not closed.
25
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27 ⁶⁴ Exhibit 14, ELLERLAW 000379.

28 ⁶⁵ Exhibit 14, ELLERLAW 000379.

⁶⁶ Exhibit 14, ELLERLAW 000386-398.

⁶⁷ ELLERLAW 000391.

1 139. On February 5, 2015 DeMasi faxed to Defendant PRODIGY assuring Fox that they
2 and Eller were paid in full for \$6,500.⁶⁸

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The image shows a handwritten document with a table of payments and a clause below it. The table has four rows, each with a checkmark, a phase description, an amount, a date, and a payment ID. The amounts are all \$1,875. The dates are 10/31/14, 11/30/14, 12/31/14, and 2/6/15. The payment IDs are PdL #1679, PdL #1598 (1600), PdL #1634 (1500), and PdL #1645 (1500). Below the table is a clause labeled '9. Early Termination and Cancellation' which states that the client may terminate or cancel the agreement at any time, waiving the right to a refund. A handwritten note next to the clause says '\$6,500 TOTAL'.

Phase	Amount	Date	Payment ID
✓ Phase 1	\$ 1875	10/31/14	PdL #1679
✓ Phase 2	\$ 1875	11/30/14	PdL #1598 (1600)
✓ Phase 3	\$ 1875	12/31/14	PdL #1634 (1500)
✓ Phase 4	\$ 1875	2/6/15	PdL #1645 (1500)

9. **Early Termination and Cancellation:** The Client may terminate or cancel this Agreement at any time. The Client understands and agrees that an early termination and/or cancellation of the Agreement will waive the Client's rights to receive any form of refund. All funds paid by the Client to the Company at the time of early termination and/or cancellation will be deemed

\$6,500 TOTAL

9 140. On February 13, 2015 Plaintiff DeMasi paid Eller another \$7,500 for her second
10 property and deposited the check as instructed into Eller's IOTA account at Wells Fargo.⁶⁹

11 141. On February 16, 2015, DeMasi made another check to Eller Law for \$1,525.00.⁷⁰

12 142. Over the next few months DeMasi and Eller's office corresponded. It was represented
13 and as DeMasi understood Defendant PRODIGY and Eller were one in the same.

14 143. After around July 2015, DeMasi did not hear from either Eller or Prodigy. Months
15 later Plaintiff DeMasi was told that she could not get a loan modification on either property and her
16 case files were closed without any further explanation from Crystal Eller.⁷¹

17

18

19 **E. Sally and Charles Finley, Denver, Colorado - Exhibit 15**

20 144. Sally and Charles Finley lives in Denver Colorado. Their property in Denver,
21 Colorado is the subject property of the "foreclosure defense package" and securitization audit.⁷²

22 145. On or around June of 2014, Plaintiff's Sally and Charles Finley received a
23 communication from Defendants Rivera Document Processing and Defendant PRODIGY
24

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27 ⁶⁸ ELLERLAW 000392.

⁶⁹ ELLERLAW 000399.

⁷⁰ ELLERLAW 000400.

⁷¹ ELLERLAW 000405.

⁷² See Exhibit 15; ELLERLAW 000405-447.

1 Fulfillment Center which deceptively misrepresented the benefits, performance and efficacy of their
2 services by falsely claiming that if a “Securitization Audit” or “Forensic Audit” of their mortgage
3 uncovered for example one or more “anomalies”, or “RESPA” violations, Plaintiff would be entitled
4 to legal remedies such as a Quiet Title action against the lender(s) resulting in the elimination of their
5 mortgage obligation.
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7 146. **On or around June of 2014** Sally Finley contracted with Defendant PRODIGY
8 Fulfillment Center through Kahala Hickoff and purchased a foreclosure defense package which
9 included a “Securitization Audit Report” and a “legal review” by an attorney of the Securitization
10 Report.⁷³ The Securitization Audit was completed and uploaded into the case file with the Loan Post.

11 147. On July 16, 2014, the Finley’s signed the retainer agreement with Jeremy Fox.

12 148. On July 17, 2014, Defendant PRODIGY unlicensed mortgage rescue servicer Mirtha
13 Rizo spoke with Plaintiffs Finley’s and noted that the Sally Finley will be sending the death certificate
14 for Mr. Finley Sr. Rizo noted she will be calling Defendant PRODIGY partner Rivera for the
15 Securitization Audit.⁷⁴
16

17 149. Defendant PRODIGY used aggressive and predatory sales tactics and misrepresented
18 the remedies that a Securitization Audit can provide, and Plaintiff Sally Finley was still expecting
19 some action as promised and guaranteed. By September 22, 2014, Ms. Finley had not heard anything
20 and asked about the status of the Quiet Title action.⁷⁵
21

22 150. Defendant PRODIGY never answered the Finley’s directly. Instead they told the
23 Finley’s that an attorney will be calling them. Ms. Finley was told that there will be an action filed
24 against the lender in reliance of the Securitization Audit.
25
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28 ⁷³ Exhibit 15, ELLERLAW 000443.

⁷⁴ Exhibit 15; ELLERLAW 000442.

⁷⁵ ELLERLAW 000442.

1 151. By December 3, 2014, Crystal spoke to Ms. Finley and provided her canned “Legal
 2 Review” that is not based on any substantive law or fact and then directly solicited a Loan
 3 Modification:^{76, 77}

Crystal Eller Email:	Attorney	Dec 3, 2014	General	I spoke with Sally and Charles Finley Jr . I told the that my conclusion is that the
crystal@crystalforthepeople.com		07:00 PM - EST		defects currently existing with their loan securitization documents are of the type that can easily be remedied by the lender if we were to file a Quiet Title Law Suit. I recommended that they begin a loan modification right away. Lisa please email Sally with a list of the documents you need to move forward. I also told the Finley's that I will continue to research their loan documents in case there is additional information we have not received.

12 152. Plaintiffs agreed to retain Crystal Eller for the Loan Modification.

13 153. On January 22, 2015, Charles Finley emailed Eller’s office and asked why he had not
 14 heard from Crystal Eller and the status of the alleged “Loan Modification” process.⁷⁸

15 154. By March 21, 2015, nothing had progressed, and Plaintiff Finley received
 16 correspondence from his mortgage loan servicer and became confused with what Eller’s office was
 17 doing. Plaintiff emailed Eller’s office and asked specific questions that remained unanswered.⁷⁹

18 155. Plaintiff Sally and Charles Finley were defrauded approximately \$10,000 of money
 19 paid to Defendant PRODIGY and Eller Law.
 20

21 **F. Joseph and Beverly Hargen, Myrtle Beach, South Carolina - Exhibit 16**

27 ⁷⁶ ELLERLAW 000426.

28 ⁷⁷ ELLERLAW 000410-411.

⁷⁸ ELLERLAW 000417.

⁷⁹ ELLERLAW 000446-447.

1 156. Plaintiffs Joseph and Beverly Hargen live in Myrtle Beach, South Carolina. Their
2 property in Myrtle Beach, South Carolina, is the subject property of the “foreclosure defense
3 package” and securitization audit.⁸⁰

4 157. Plaintiffs Joseph and Beverly Hargen were over the age of 60 at the time of this scam.

5 158. On or around May of 2014, the Hargens received a mailer from Defendants Rivera
6 Document Processing and Defendant PRODIGY Fulfillment Center which deceptively
7 misrepresented the benefits, performance and efficacy of their services by falsely claiming that if a
8 “Securitization Audit” or “Forensic Audit” of their mortgage uncovered for example one or more
9 “anomalies”, or “RESPA” violations, Plaintiff would be entitled to legal remedies such as a Quiet
10 Title action against the lender(s) resulting in the elimination of their mortgage obligation.⁸¹

11 159. See true and correct copy of mailer that Plaintiff received that deceptively advertise
12 the benefits, performance and efficacy of the Securitization Audits, case law, and guarantees
13 regarding the litigation for clear title or other leverage or effect that an Audit can provide for the
14 financially distressed homeowner.⁸²

15 160. On or around May 19, 2014 after receiving this false advertisement, Mr. Corbin spoke
16 with Defendant Brian Rivera of Rivera Document Processing, LLC (“Rivera”) and signed an
17 agreement for a Securitization Audit.⁸³ On or around June 2014, they received correspondence from
18 Defendant Rivera who informed them the Securitization Audit will be forwarded to their “Legal
19 Processing Service” [Defendant PRODIGY Fulfillment Center]. Rivera misrepresented the
20 credentials of Defendant PRODIGY as being “certified to work in every state in the United States”
21 and stated:⁸⁴

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⁸⁰ See Exhibit 16; ELLERLAW 000448-502.

⁸¹ See also Exhibit 3, ELLERLAW 000012-14, Mailers Falsely Advertising Mortgage Rescue Services.

⁸² Exhibit 16; ELLERLAW 000452.

⁸³ Exhibit 16; ELLERLAW 000451; 456.

⁸⁴ ELLERLAW 000450.

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161. On or around June of 2014 Joseph and Beverly Hargen were contacted by Jeremy Fox of Prodigy. On July 9, 2014 they entered into a contract with Defendant PRODIGY Fulfillment Center through Jeremy Fox and Kahala Hickoff and purchased the foreclosure defense package which included a “Securitization Audit Report” and a “legal review” by an attorney of the Securitization Report.⁸⁵ Note also the “Litigation Agreement” uploaded into The Loan Post on July 9, 2014.⁸⁶

162. The wire instructions directed the Hargens to wire the unlawful upfront fees to “Fidelity Law Center.”⁸⁷ And on July 10, 2014, they wired \$2,000.00 to Defendant PRODIGY at the account under the name of Fidelity Law Center.⁸⁸

163. Defendant PRODIGY did not appreciate the victims asking too many questions and on July 16, 2014, Len Fox from Defendant PRODIGY posted on the Loan Post that she described the “pipeline” and noted that Ms. Hargen was very difficult because she was asking questions:⁸⁹

<p>Len Fox Ph #: (800) 818 - 1169 Ext 219 Fax #: (800) 818 - 1682 Email: lfox@123prodigy.com</p>	<p>Manager</p>	<p>Jul 16, 2014 12:50 PM - EST</p>	<p>General</p>	<p>Spoke to Client, Mrs. Hargen. Very difficult to speak with, very righteous and condescending. Told her about our pipeline and other clients in priority. She interrupted by asking me the whereabouts of my processors I told that we all work in a prfoessional environment and the whereabouts of my employees are not her business. I told her that we will be working on her file IN PRIORITY and not have her treated especially</p>
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164. On July 28, 2014, Mirtha Razo emailed Ms. Hargen to follow up so Defendant PRODIGY can prepare documents, so they are “court ready” for the promised “quiet title” legal action that relies solely on the Securitization Audit.⁹⁰

⁸⁵ ELLERLAW 000499; 457-459.
⁸⁶ ELLERLAW 000499.
⁸⁷ ELLERLAW 000460.
⁸⁸ ELLERLAW 000461.
⁸⁹ ELLERLAW 000499.
⁹⁰ ELLERLAW 000498.

1 165. On September 4, 2014, the Hargens wired \$2,900 as directed to Fidelity Law Center.⁹¹

2 166. By October 1, 2014, Crystal became involved with Defendant PRODIGY and on
3 October 25, 2014, Jeremy Fox posted that he had arranged for Crystal to correspond with Ms. Hargen
4 to do the “Legal Review.”⁹²

5 167. On December 4, 2014, Crystal contacted Mr. and Ms. Hargen to give them the “Legal
6 Review” and as the pattern with all the victims is showing, Crystal provided them with a canned
7 “review” that is not based on any substantive law or fact. Crystal then directly solicited and
8 recommended they apply for a Loan Modification and engage Crystal Eller Law.⁹³ See also the
9 Securitization Audit Report “Summary of Findings”.⁹⁴

Crystal Eller Email: crystal@crystalforthepeople.com	Attorney	Dec 4, 2014 05:15 PM - EST	General	I spoke with Joe and Beverly yesterday. I informed them that the defects discovered in the securitization audit are not the type that will support a successful Quiet Title action. I recommended a loan modification. They agreed. We discussed the fact that it is very important to move quickly on the modification application because a judicial foreclosure has been filed. Please note that the modification should at a minimum include a waiver of all late fees and penalties because it was Ocwen who caused them to be delinquent when the servicer changed they lost three payments and started sending the checks back. I will stay in contact with the attorney who filed the foreclosure action.
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21 168. The Plaintiff Hargens entered into a retainer agreement with Eller Law and paid more
22 upfront fees.

23 169. Joseph and Beverly Hargen never received any loan modification and lost
24 approximately \$18,000 in unlawful upfront fees paid Defendant PRODIGY and Eller Law.

27 ⁹¹ ELLERLAW 000463.
28 ⁹² ELLERLAW 000493.
⁹³ ELLERLAW 000488.
⁹⁴ ELLERLAW 000488.

1 170. As of date of this Complaint the Hargen’s home is in foreclosure now.

2 **G. Nicholas Parker, Georgia - Exhibit 17**

3 171. Plaintiff Nicholas Parker lives in Columbus, Georgia. His property in Columbus,
4 Georgia, is the subject property of the “foreclosure defense package” and securitization audit.⁹⁵

5 172. On or around July of 2014, the Mr. Parker received several cold calls from Defendants
6 Rivera Document Processing and Prodigy Fulfillment Center who deceptively misrepresented the
7 benefits, performance and efficacy of their services by falsely claiming that if a “Securitization Audit”
8 or “Forensic Audit” of his mortgage uncovered for example one or more “anomalies”, or “RESPA”
9 violations, Plaintiff Parker would be entitled to legal remedies such as a Quiet Title action against the
10 lender(s) resulting in the elimination of their mortgage obligation.

11 173. On or around July of 2014 after receiving this false advertisement, Mr. Parker spoke
12 with Defendant Brian Rivera of Rivera Document Processing, LLC (“Rivera”) and signed an
13 agreement for a Securitization Audit. On or around June 2014, he received correspondence from
14 Defendant Rivera who informed them the Securitization Audit will be forwarded to their “Legal
15 Processing Service” [Prodigy Fulfillment Center].

16 174. On or around July of 2014 Parker was contacted by Jeremy Fox and Kahala Hickoff
17 of Prodigy. On September 11, 2014, Parker entered into a contract with Prodigy Fulfillment Center
18 through Jeremy Fox and Kahala Hickoff and purchased the foreclosure defense package which
19 included a “Securitization Audit Report” and a “legal review” by an attorney of the Securitization
20 Report.⁹⁶

21 175. On October 1, 2014, Eller partnered with Prodigy and served as the “attorney” to do
22 the “legal review” and solicit loan modification services.

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⁹⁵ See Exhibit 17.
⁹⁶ See Exhibit 17.

1 176. On or around January 31, 2015, Parker spoke with Eller who provided him a “legal
 2 review” and as the pattern with all the victims is showing, Crystal provided him with a canned
 3 “review” that is not based on any substantive law or fact. Crystal then directly solicited and
 4 recommended Parker to apply for a Loan Modification and engage Crystal Eller Law.⁹⁷
 5

6 177. Parker even expressed the misrepresentations he received from Prodigy and Eller did
 7 nothing.

Notes Entered By	Role	Date	Type	Notes
Crystal Eller Email: crystal@crystalforthepeople.com	Attorney	Jan 31, 2015 01:28 PM - EST	General	I spoke with Mr. Parker today. I told h im that in my professional opinion filing a quiet title action in his situation would be unsuccessful. Under GA case law, the Courts are allowing the lenders to execute missing assignments and endorsements "after the fact" in order to correct any defects in the lender's chain of custody of ownership of the loan. As a result, even though there are missing documents at this time according to his secularization audit, the Courts will merely allow the lender to correct the defects during out law suit and then the lender will get the case dismissed. He was
598				
				VERY unhappy about the things he was told by Kahala and Brian. He feels like he was "scammed". He said he was told this was "guaranteed". I told him that he needed to talk to Jeremy about that. Then we discussed loan modification. I told him, we could try to get his interest rate lowered. I told him it is a long shot because he has high income but that we would do it for no additional fee and the money he has already paid would cover it. He said "yeah lets go ahead and do that then". Lisa please contact him on Monday to get started.

24 178. Parker did not want to get a loan modification.

25 179. Parker’s damages are over \$15,000 and he needed to hire an attorney.
 26
 27
 28

⁹⁷ ELLERLAW 000488.

1 **IV. CAUSES OF ACTION**

2 **COUNT I**

3 **FRAUD, CONCEALMENT AND MISREPRESENTATION**
4 **(Against all Defendants)**

5
6 Plaintiffs incorporate the allegations in the preceding paragraphs and further states:

7 180. Defendants made fraudulent representations to and concealed and suppressed material
8 facts from the Plaintiffs.

9 181. Defendants had a duty to disclose the material omissions.

10 182. Defendants intentionally and with malice and oppression made fraudulent
11 representations and concealed material facts with the intent to defraud Plaintiffs from their money.

12 183. Plaintiffs relied on the fraudulent representations and was unaware of the concealed
13 facts and would have acted differently if he had known of these concealed facts.

14 184. As a result of the fraud and concealment of the material facts the Defendants made
15 with intention and in concert with each other, with malice and oppression, the Plaintiffs sustained
16 damages and are entitled to actual damages and punitive damages.

17 185. Defendants, who acted with intention and in concert with each other, with fraud,
18 malice and oppression, are liable to Plaintiffs, jointly and severally, for treble damages, as well as
19 attorney's fees.
20
21

22 **COUNT II**

23 **FRAUD, CONCEALMENT, MISREPRESENTATION, AND EXPLOITATION AGAINST**
24 **AN OLDER PERSON UNDER NRS 41.1395 and NRS 193.167(2)⁹⁸**
25 **(Against all Defendants)**

26
27 _____
28 ⁹⁸ A civil cause of action is not barred under NRS 193.090 which states: "The omission to specify or affirm in this title [of CRIMES AND PUNISHMENTS] any liability to any *damages, penalty, forfeiture or other remedy imposed by law*, and allowed to be recovered or enforced in any civil action or proceeding, for any act or omission declared punishable in this title, shall *not affect any right to recover or enforce the same*" (emphasis added).

1 Plaintiffs incorporate the allegations in the preceding paragraphs and further states:

2 186. Plaintiffs are over 60 years old and are protected against financial crimes and
3 exploitation pursuant to NRS 200.5092(7) and have suffered losses of money caused by the
4 exploitation done onto then by Defendants in violation of NRS 41.1395.

5 187. Crystal Eller as an attorney had a fiduciary and special relationship with Plaintiffs and
6 gained their trust, confidence, and were able to influence them.

7 188. The Defendant PRODIGY Defendants gained the Plaintiffs' trust, confidence, and
8 were able to influence them.

9 189. Defendants used this trust and influence and through deception, intimidation, malice,
10 oppression, and undue influence, in order to gain control over Plaintiffs' funds.

11 190. Defendants had the intentions of converting and depriving Plaintiffs, older persons of
12 the ownership, use, benefit and possession of the Plaintiffs' money.

13 191. These fraudulent actions and omissions constitute fraud against a person over 60, in
14 violation of NRS §193.167(2), a category B felony, Defendants are civilly liable to the Plaintiffs for
15 double the damages incurred and attorney's fees.

16 192. As a result of the harm and exploitation of these elderly Plaintiffs, Defendants, who
17 acted with intention and in concert with each other, with fraud, malice and oppression, are liable to
18 Plaintiffs, jointly and severally, for two times the actual damages incurred as well as attorney's fees.

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22 **COUNT III**

23 **MORTGAGE LENDING FRAUD UNDER NRS 645F.400 et. seq.**
24 **(Against all Defendants)**

25 Plaintiffs incorporate the allegations in the preceding paragraphs and further states:

26 193. Defendants made representations, expressly and impliedly, about the benefits,
27 performance or efficacy of their covered service and knew their representations were false. The
28

1 covered services included but were not limited to the “Mortgage/Foreclosure Rescues Packages”,
2 Securitization Audits, Forensic Audits, and the “Legal Review”.⁹⁹

3 194. Defendants made representations, expressly and impliedly, about the benefits,
4 performance or efficacy of their covered services by falsely claiming that if the **Securitization Audits**
5 of their mortgages uncovered one or more “RESPA” violations, the Plaintiffs would be entitled to a
6 legal remedy of compensation from the lender or elimination of their mortgage obligation.
7

8 195. Defendants made these claims when they did not possess and rely upon competent and
9 reliable evidence or actual legal research, authority or case law which substantiated that their
10 representations were true.¹⁰⁰

11 196. Defendants made representations, expressly and impliedly, about the benefits,
12 performance, or efficacy of their covered services by falsely claiming the Audits would result in an
13 advantage for negotiations for modifications in their existing mortgages with their lender.
14

15 197. Defendants in general and specifically Crystal Eller made representations, expressly
16 and impliedly, about the benefits, performance or efficacy of her “**Legal Reviews**” by falsely
17 claiming these Reviews were legitimate consultations and the result of actual legal research and
18 referencing and expressed and implied validation of the benefits, performance or efficacy of the
19 Audits when Eller especially knew the audits were fraud. Eller did not possess and rely upon
20 competent and reliable evidence or actual legal research, authority or case law which substantiated
21 that her representations to the Plaintiffs regarding the review of the Securitization Audits were true.
22

23 198. Defendants in general and specifically Crystal Eller made representations, expressly
24 and impliedly, about the benefits, performance or efficacy of the conclusions and recommendations
25 of the “Loan Modifications” by falsely claiming that upon her “Legal Review” and the result of
26
27

28 ⁹⁹ NRS 645F.400(1)(i).

¹⁰⁰ NRS 645F.400(1)(i).

1 actual legal research and referencing and expressed and implied validation of the benefits,
2 performance or efficacy of the Audits, the Plaintiffs did not qualify for a Quiet Title or other litigation
3 and the only remedy available to the Plaintiffs were to retain her law firm with Defendant PRODIGY
4 as the “paralegals” for loan modifications. Eller did not possess and rely upon competent and reliable
5 evidence or actual legal research, authority or case law which substantiated that her representations
6 to the Plaintiffs regarding the review of the Securitization Audits were true and that the only remedy
7 was to retain her law firm for the loan modifications.
8

9 199. The Defendants demanded, charged and received upfront fees for these covered
10 services in violation of NRS 645F.405 which provides that a person who performs any covered
11 service for compensation, a foreclosure consultant and a loan modification consultant shall not claim,
12 demand, charge, collect or receive any compensation before a homeowner has executed a written
13 agreement with the lender or servicer incorporating the offer of mortgage assistance obtained from
14 the lender or servicer by the person who performs any covered service for compensation, the
15 foreclosure consultant or the loan modification consultant.¹⁰¹
16

17 200. These actions constitute mortgage lending fraud and are in violation of Nevada
18 Revised Statutes (“NRS”) 645F.400 *et seq.* (“Nevada Mortgage Service Law”, “Nevada MARS
19 Rule” or “MARS Rule”).
20

21 201. As a result of the fraud and concealment of the material facts pursuant to Nevada
22 Mortgage Service Law the Defendants made, with intention and in concert with each other, and with
23 malice and oppression, the Plaintiffs sustained damages and are entitled to actual damages and
24 punitive damages.
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28 ¹⁰¹ NRS 645F.405 Foreclosure consultants, loan modification consultants and persons performing covered services for compensation prohibited from claiming or receiving compensation before homeowner executes written agreement.

- 1 I. On Count I for FRAUD, CONCEALMENT AND MISREPRESENTATION against all
2 Defendants, jointly and severally, for judgment in the sum of \$1,000,000 plus interests
3 and costs; Attorney’s fees; and punitive damages under NRS 42.005; and such other relief
4 this Court deems proper.
- 5 II. On Count II Fraud Against the Elderly against all Defendants, jointly and severally, for
6 judgment in the sum of \$100,000 per elderly Plaintiff, plus interests and costs; attorney’s
7 fees under NRS 41.1395; statutory damages under NRS 41.1395; punitive damages under
8 NRS 42.005; and such other relief this Court deems proper.
- 9 III. On Count III for MORTGAGE LENDING FRAUD UNDER NRS 645F.400 et. seq.
10 against all Defendants, jointly and severally, for judgment in the sum of \$1,000,000 plus
11 interests and costs; attorney’s fees; punitive damages under NRS 42.005; and such other
12 relief this Court deems proper.
- 13
14 IV. On Count V for Conversion against all Defendants, jointly and severally, for judgment in
15 the sum of \$1,000,000 plus interests and costs; attorney’s fees; punitive damages under
16 NRS 42.005; and such other relief this Court deems proper.
- 17 V. On Count VI for Civil Conspiracy against all Defendants, jointly and severally, for
18 judgment in the sum of \$1,000,000 plus interests and costs; attorney’s fees; punitive
19 damages under NRS 42.005; and such other relief this Court deems proper.
- 20
21 VI. On Count VII for a Declaration from this Court regarding the respective rights to be paid
22 damages as a result of Defendants’ actions as alleged, and such other relief this Court
23 deems proper.
- 24

25 **DEMAND FOR JURY TRIAL**

26
27 Plaintiffs demand that this matter be tried by jury as to all claims for all damages including
28 statutory and punitive damages.

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Dated October 7, 2020

HATFIELD & ASSOCIATES, LTD.

By: /s/ Trevor J. Hatfield

Trevor J. Hatfield, Esq. (SBN 7373)
703South Eighth Street
Las Vegas, Nevada 89101
(702) 388-4469 Tel.
Attorney for Plaintiffs