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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, ex rel., TERRY  
GODDARD, Attorney General,

11 Plaintiff,

12 v.

13 ASSET CREATION, LLC, an Arizona  
14 limited liability company; and MARVIN  
15 WILLIAMSON and JANE DOE  
16 WILLIAMSON, husband and wife,

17 Defendants.

Case No: CV 2010-001340

**COMPLAINT FOR  
INJUNCTIVE AND OTHER RELIEF**

(Unclassified Civil)

18 For its complaint, Plaintiff, the State of Arizona upon the relation of Terry Goddard,  
19 Attorney General ("the State"), alleges as follows:

20 **INTRODUCTION**

21 Asset Creation, LLC ("Asset Creation") is located in Phoenix, Arizona and represents  
22 itself as providing residential mortgage loan modification services to consumers. Defendant  
23 Marvin Williamson is the sole member and manager of Asset Creation and directs its  
24 operations. The State alleges that Defendants violated the Arizona Consumer Fraud Act,  
25  
26

1 Arizona Revised Statutes ("A.R.S.") § 44-1521 et seq., by, among other things:  
2 misrepresenting to consumers that Asset Creation could obtain specific results for them;  
3 creating the false impression that if Asset Creation was not successful in obtaining a loan  
4 modification for consumers, that it would refund their fees to them; and misrepresenting to  
5 consumers the length of time that Asset Creation has been performing loan modification  
6 services.

### 7 JURISDICTION AND VENUE

8 1. This action is brought pursuant to the Arizona Consumer Fraud Act to obtain  
9 injunctive relief to prevent the unlawful acts and practices alleged in this Complaint and  
10 other relief, including restitution, civil penalties, costs of investigation and attorney's fees.

11 2. This Court has jurisdiction to enter appropriate orders both prior to and  
12 following a determination of liability pursuant to the Arizona Consumer Fraud Act.

13 3. Venue is appropriate in Maricopa County pursuant to A.R.S. § 12-401.

### 14 PARTIES

15 4. Plaintiff Terry Goddard is the Attorney General of Arizona.

16 5. Defendant Asset Creation, LLC is an Arizona limited liability company whose  
17 address is 333 East Virginia Avenue, #203, Phoenix, Arizona, 85004.

18 6. Defendant Marvin Williamson, an Arizona resident, is the sole member and  
19 manager of Asset Creation, LLC. Defendant Williamson's actions alleged herein were taken  
20 in furtherance of his and Defendant Jane Doe Williamson's marital community. As the  
21 member and manager of Asset Creation, LLC, Defendant Williamson, with actual and/or  
22 constructive knowledge, approved, endorsed, directed, ratified, controlled or otherwise  
23 participated in the illegal acts and practices alleged herein.

### 24 FACTUAL BACKGROUND

25 7. Asset Creation, LLC was formed in 2005 and began offering loan modification  
26 services to consumers in January, 2008, first providing such services in or around March,

1 2008.

2 8. Asset Creation advertises mortgage loan modification services on its websites,  
3 located on the World Wide Web at www.homesaveandrescue.com and  
4 www.assetcreation.com, and has done so since approximately January, 2008.

5 9. Asset Creation charges consumers "enrollment fees" for its loan modification  
6 services in amounts ranging from \$1,680 to \$3,430.

7 10. At all times relevant hereto, Asset Creation included the following statements  
8 on its websites:

9  
10 "I founded Asset Creation in 2003 to assist distressed homeowners with  
alternatives to foreclosure."

11  
12 "Asset Creation has been conducting foreclosure assistance and delinquent  
mortgage debt reduction since 2003."

13  
14 "Guaranteed to give you peace of mind or you don't pay a dime!"

15  
16 "Your bank will negotiate with us to accept less than your past due amount!"

17  
18 "We can and will assist you no matter your situation . . . ."

19 11. From approximately July, 2008 through November, 2008, Asset Creation  
20 advertised its loan modification services in a Spanish language publication in the Phoenix  
21 metropolitan area and represented, among other things, that it could obtain a 50% reduction  
22 in homeowners' mortgage payments.

23 12. From approximately December, 2008 through March, 2009, Asset Creation  
24 advertised its loan modification services in a Spanish language publication in the Phoenix  
25 metropolitan area and represented, among other things, that it offered a money-back  
26 guarantee to consumers and that it could obtain a 50% reduction in homeowners' mortgage  
payments.

1        13. At all times relevant hereto, Asset Creation provided all of its potential clients  
2 with a "Client Proposal" before they agreed to hire Asset Creation for loan modification  
3 services and before Asset Creation had any contact with the consumer's lender or lender's  
4 representative.

5        14. At all times relevant hereto, Asset Creation's "Client Proposal" outlined a  
6 projected new loan amount, interest rate, and term, including principal, interest, taxes and  
7 insurance with a highlighted amount at the bottom of the page entitled "TOTAL  
8 PAYMENT" that projected a mortgage payment approximately 20% lower than that of the  
9 consumer's then-current payment.

10       15. Contrary to Asset Creation's representations on its websites that it was founded  
11 in 2003 "to assist distressed homeowners with alternatives to foreclosure" and that it had  
12 been conducting foreclosure assistance and delinquent mortgage debt reduction since 2003,  
13 Asset Creation did not begin providing loan modification services until approximately  
14 March, 2008.

15       16. Contrary to Asset Creation's representations on its websites that its services are  
16 "guaranteed to give you peace of mind or you don't pay a dime," Asset Creation does not  
17 provide refunds to all consumers for whom it is not able to successfully obtain a loan  
18 modification.

19       17. Contrary to Asset Creation's representations in its print advertising that it  
20 provided a money-back guarantee to consumers, Asset Creation did not provide refunds to all  
21 consumers for whom it was not able to successfully obtain a loan modification.

22       18. Contrary to Asset Creation's representations that a consumer's bank would  
23 negotiate with it to accept less than the consumer's past due amount, that it could obtain a  
24 50% reduction in the consumer's mortgage payments, that it could help any consumer,  
25 regardless of his or her situation, and that it could obtain at least a 20% reduction in the  
26 consumer's then-current mortgage payment, Asset Creation had no knowledge of or control

1 over whether a consumer's lender, or lender's representative, would negotiate with it on  
2 behalf of any consumer or whether it would agree to any modification whatsoever at the time  
3 of its aforementioned representations.

4 **CLAIM FOR RELIEF**

5 **Consumer Fraud Act, A.R.S. § 44-1521, et seq.**

6 Plaintiff re-alleges the prior allegations of this Complaint as though fully set forth  
7 herein.

8 19. The Defendants engaged in the use of deception, deceptive acts or practices,  
9 fraud, false pretense, false promise, misrepresentation, or concealment, suppression or  
10 omission of any material fact with intent that others rely upon such concealment, suppression  
11 or omission, in connection with its advertisement, sale or delivery of services. Such acts and  
12 practices include:

13 a. Misrepresenting to consumers that it could obtain specific results for  
14 them in its advertising and by the use of its Client Proposals given to all prospective  
15 clients;

16 b. Creating the false impression that consumers would receive a refund of  
17 their fees if Asset Creation was unable to obtain a loan modification on the  
18 consumer's behalf, and;

19 c. Misrepresenting that Asset Creation has been providing loan  
20 modification services to consumers since 2003;

21 20. At all times relevant to this Complaint, Asset Creation and Marvin Williamson  
22 acted willfully, in violation of A.R.S. § 44-1531.

23 **PRAYER FOR RELIEF**

24 Wherefore, Plaintiff respectfully requests that the Court:

25 1. Enter an injunction against Defendants prohibiting them from engaging in the  
26 unlawful acts and practices alleged in this Complaint and from doing any acts in furtherance

1 of such acts and practices, pursuant to A.R.S. §§ 44-1528;

2 2. Order Defendants to restore to all persons any money and property acquired by  
3 any unlawful means or practice alleged in the Complaint, as deemed appropriate by the Court  
4 pursuant to A.R.S. § 44-1528;

5 3. Order Defendants to pay to the State of Arizona a civil penalty of no more than  
6 \$10,000 for each willful violation of the Consumer Fraud Act, pursuant to A.R.S. § 44-1531;

7 4. Order Defendants to pay the State of Arizona its costs of investigation and  
8 prosecution of this matter, including reasonable attorneys' fees, pursuant to A.R.S. § 44-  
9 1534, and;

10 5. Such other and further relief as the Court deems just and proper.

11 RESPECTFULLY SUBMITTED this 13<sup>th</sup> day of January, 2010.

12 TERRY GODDARD  
13 Attorney General

14  
15 By: 

16 Cherie L. Howe  
17 Assistant Attorney General  
18 Attorneys for Plaintiff

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