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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 Bureau of Consumer Financial Protection, )  
14 )  
Plaintiff, )  
15 )  
vs. )  
16 )  
Certified Forensic Loan Auditors, LLC )  
17 (CA); Certified Forensic Loan Auditors, )  
LLC (TX); Andrew Lehman; and Michael )  
18 Carrigan, )  
19 Defendants. )

Case No.: 2:19-cv-07722 ODW (JEMx)  
AMENDED COMPLAINT FOR  
PERMANENT INJUNCTION AND  
OTHER RELIEF

20  
21 **Introduction**

22 1. The Bureau of Consumer Financial Protection (Bureau) brings this  
23 action under §§ 1031, 1036(a), 1054, and 1055 of the Consumer Financial Protection  
24 Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, 5565, and under § 626 of  
25 the Omnibus Appropriations Act, 2009 (as amended by § 1097 of the CFPA), 12  
26 U.S.C. § 5538, and its implementing regulation, the Mortgage Assistance Relief  
27 Services Rule (Regulation O), 12 C.F.R. pt. 1015. This Court has subject-matter  
28

1 jurisdiction over this action because it is brought under “Federal consumer financial  
2 law,” 12 U.S.C. § 5565(a)(1), presents a federal question, 28 U.S.C. § 1331, and is  
3 brought by an agency of the United States, 28 U.S.C. § 1345.

4 2. The Bureau brings this action against Defendants Certified Forensic  
5 Loan Auditors, LLC (California), Certified Forensic Loan Auditors, LLC (Texas)  
6 (collectively, “CFLA”), and Andrew Lehman in connection with their offering,  
7 advertising, marketing, and selling of purported financial-advisory and mortgage-  
8 assistance-relief services, and against Defendant Michael Carrigan in connection  
9 with his substantial assistance in furtherance of CFLA’s and Lehman’s unlawful  
10 conduct.

11  
12 **Venue**

13 3. Venue is proper in this district because Defendants are located, reside,  
14 or do business in this district. 12 U.S.C. § 5564(f).

15  
16 **Parties**

17 4. The Bureau is an independent agency of the United States charged with  
18 regulating the offering and provision of consumer-financial products or services  
19 under “Federal consumer financial law,” including the CFPA and Regulation O. 12  
20 U.S.C. §§ 5481(12)(Q), 5481(14), 5491(a), 5531, 5538.

21 5. The Bureau is authorized to initiate proceedings, by its own attorneys,  
22 to enjoin violations of the CFPA and Regulation O and to secure such relief as may  
23 be appropriate in each case. 12 U.S.C. §§ 5564(a)-(b), 5565. This includes the  
24 rescission or reformation of contracts, the refund of moneys paid, restitution,  
25 disgorgement or compensation for unjust enrichment, payment of damages or other  
26 monetary relief, and civil money penalties. *Id.* § 5565(a)(2).

1           6.     At all times relevant to this Complaint, CFLA was operated through a  
2 limited-liability company incorporated under the laws of the State of California and a  
3 limited-liability company incorporated under the laws of the State of Texas, with  
4 business locations at 13101 W. Washington Blvd., Suite 444, Los Angeles, CA  
5 90066 and 2600 South Shore Blvd., Suite 300, League City, TX 77573. CFLA  
6 offered or sold financial-advisory or mortgage-assistance-relief services to  
7 consumers nationwide over the internet, including to residents of the State of  
8 California. Certified Forensic Loan Auditors, LLC (California) is currently not in  
9 good standing and has been suspended by the California Franchise Tax Board for  
10 failing to meet its state tax obligations. CFLA marketed itself to consumers using  
11 both its California and Texas addresses.

12           7.     At all times relevant to this Complaint, Lehman was the president and  
13 sole owner of Certified Forensic Loan Auditors, LLC (California) and Certified  
14 Forensic Loan Auditors, LLC (Texas). Lehman had managerial responsibility for  
15 CFLA and directed every facet of its business, including participating in the  
16 development, marketing, and sale of CFLA's financial-advisory and mortgage-  
17 assistance-relief services. Lehman also set fees and oversaw ongoing interactions  
18 with consumers after financial-advisory and mortgage-assistance-relief services were  
19 sold, including managing payment collections from consumers, responding to  
20 regulatory and commercial inquiries (including from the Better Business Bureau),  
21 managing and responding to consumer complaints, and managing requests for  
22 refunds.

23           8.     For at least part of the relevant period covered by this complaint,  
24 Lehman's primary residence was in the state of California.

25           9.     Lehman co-mingled his finances with CFLA, including by withdrawing  
26 all excess funds from the business for personal use instead of taking a salary, and by  
27 filing combined tax returns on behalf of himself and CFLA. Under Lehman's  
28

1 direction, CFLA ignored corporate formalities. Lehman failed to keep accurate  
2 financial records for CFLA. And Lehman failed to meet CFLA's California state-tax  
3 requirements.

4 10. Since at least 2014, CFLA's website has listed addresses for the  
5 company in both California and Texas. California and Texas addresses were also  
6 listed on documents provided to consumers as part of CFLA's financial-advisory and  
7 mortgage-assistance-relief services.

8 11. At all times relevant to this Complaint, Carrigan was CFLA's sole  
9 auditor. Carrigan is a resident of the State of California and performed work for  
10 CFLA while residing in this district.

11 12. CFLA and Lehman, each acting alone or in concert with others, offer,  
12 provide, or arrange for others to provide "mortgage assistance relief services," as  
13 defined in Regulation O, 12 C.F.R. § 1015.2, and provide "financial advisory  
14 services" within the meaning of the CFPA, 12 U.S.C. § 5481(15)(A)(viii), including  
15 but not limited to providing or offering to provide loan modification and foreclosure  
16 relief services.

17 13. Carrigan, in his role as an auditor working on CFLA's behalf, provided  
18 substantial assistance regarding the activities described in paragraph 12, within the  
19 meaning of Regulation O, 12 C.F.R. § 1015.6, and within the meaning of the CFPA,  
20 12 U.S.C. § 5536(a)(3).

21  
22 **CFLA's Business Practices**

23 14. Since at least 2014, CFLA and Lehman have marketed and sold  
24 purported financial-advisory and mortgage-assistance-relief services to consumers.  
25 These services include what Defendants refer to as "Securitization Audits" (Audits)  
26 and litigation documents, which CFLA marketed together as a "Quiet Title  
27  
28

1 Package.” CFLA and Lehman claimed that these services would help consumers  
2 avoid foreclosures or negotiate loan modifications.

3 15. CFLA’s Audits are reports that purport to summarize information about  
4 a borrower’s mortgage, mortgage lender, mortgage servicer, and an asset-backed  
5 securitization trust that may have acquired the borrower’s mortgage. The Audits are  
6 constituted largely of template materials and also contain legal conclusions and  
7 recommendations to the borrower. While there is some variation in the  
8 recommendations across the Audits, a set of core legal conclusions about mortgage  
9 securitization and its impacts on foreclosure are reproduced essentially verbatim in  
10 all of the Audits.

11 16. CFLA holds itself out in marketing materials as “The Nation’s Leading  
12 Experts in Foreclosure Defense.” On its website, in marketing emails, and on  
13 marketing telephone calls, CFLA and Lehman tell consumers that in addition to the  
14 written report, a purchase of an Audit includes the services of Carrigan as an “expert  
15 witness” to testify in consumers’ foreclosure proceedings or related litigation.

16 17. CFLA’s litigation documents are templates of pleadings that CFLA and  
17 Lehman claim can be filed in connection with a homeowner’s response to a  
18 foreclosure proceeding. They include a civil complaint, lis pendens, and temporary  
19 restraining order.

20 18. CFLA and Lehman charge and collect \$1,495 from consumers before  
21 producing and delivering an Audit and its litigation documents, and before CFLA or  
22 Lehman obtain any mortgage-assistance-relief for consumers.

23 19. All sales of Audits and litigation documents were routed through  
24 CFLA’s website, where consumers could fill out and submit a “retail services  
25 agreement” and provide payment information.

26 20. Since 2014, CFLA and Lehman sold, either directly or through  
27 intermediaries, more than 2,000 Audits to consumers.  
28

1           21. On its website, in marketing emails, and on marketing telephone calls,  
2 CFLA and Lehman tell consumers that the Audits and litigation documents will  
3 provide them an effective defense to a foreclosure action brought by their lenders or  
4 help them obtain loan modifications from their lenders.

5           22. On its website, in marketing emails, and on marketing telephone calls,  
6 CFLA and Lehman tell consumers that the Audits and litigation documents will  
7 contain certain specific categories of cutting-edge, advanced analyses. CFLA and  
8 Lehman also tell consumers that the Audits will uncover information that will find  
9 defects in the assignment of a consumer’s mortgage or in the securitization of the  
10 consumer’s mortgage.

11           23. Testimonials on CFLA’s website tout the effectiveness of the Audits,  
12 including claims that consumers were able to “beat the bank in court to save house  
13 [sic] and prevent eviction.”

14           24. Statements CFLA and Lehman have made regarding its Audits and  
15 litigation documents include representations that:

- 16           a. the Audits and litigation documents are a “Complete turn-key lawsuit to  
17           sue your lender for damages”;
- 18           b. the Audits will stop foreclosure;
- 19           c. the Audits will keep homeowners in their homes;
- 20           d. the Audits and litigation documents are a “Complete system” that  
21           “works with Pre-Foreclosure, During Foreclosure, or Post-Foreclosure”;
- 22           e. the Audits and litigation documents “prevent foreclosure [and] is [sic] a  
23           powerful and successful legal means of bringing suit against your  
24           mortgage lender”;
- 25           f. “90%” of CFLA’s customers ended up obtaining favorable settlements  
26           with their lenders, which could involve delaying foreclosure, modifying  
27           the customer’s mortgage, and even getting the property free and clear;
- 28

- 1 g. the Audits are “advanced,” “cutting edge,” and tailored to each
- 2 consumer;
- 3 h. “Quiet Title Audits stop foreclosure and keep homeowners in their
- 4 homes”;
- 5 i. the Audits contain “trade secrets”; and
- 6 j. the Audits are “the most advanced Audit Report on Residential
- 7 Mortgages in Existence.”

8 25. These representations are misleading or false.

9 26. Reasonable consumers facing the prospect of losing their homes to  
10 foreclosure are likely to be misled by these representations.

11 27. These representations are material to consumers facing the prospect of  
12 losing their homes to foreclosure.

13 28. CFLA and Lehman made these or similar representations from at least  
14 July 2014 through the present.

15 29. Before August 2017, CFLA and Lehman made no effort to determine  
16 whether the Audits or litigation documents lead to their advertised outcomes.

17 30. Defendants make no effort to determine whether their Audits could help  
18 a consumer prevent foreclosure or obtain a favorable settlement either based on the  
19 consumer’s jurisdiction or based on the consumer’s circumstances. The form,  
20 structure, and content of each Audit and package of litigation documents are  
21 substantially similar to all others. Defendants make relatively minor changes to  
22 particularize each Audit and package of litigation documents to each borrower such  
23 as the borrower’s name, address, and specific mortgage lenders and servicers.

24 31. CFLA and Lehman knew the Audits were meritless and Lehman called  
25 some conclusions contained in the Audits “boilerplate” and “garbage.”

26 32. Carrigan prepared the Audits from pre-drafted templates provided by  
27 CFLA, and he did not always read Audits in full before completing them.

28

1           33. Carrigan does not understand whether his conclusions are relevant to  
2 foreclosure, and he is generally unfamiliar with much of the content of the Audits.  
3 The conclusions contained in the Audits have no apparent support in current case  
4 law, which has led courts to excoriate CFLA’s Audits.

5           34. CFLA and Lehman, through the website, on marketing calls, and in  
6 emails with consumers, make misleading claims, in various formulations, that the  
7 Audits and litigation documents are prepared by multiple experts with significant and  
8 particularized experience in the residential-mortgage industry.

9           35. Statements CFLA and Lehman made regarding the qualifications of  
10 CFLA’s experts while marketing the Audits and litigation documents include claims  
11 that:

- 12           a. the Quiet Title Package is prepared by the “Nation’s Most Well  
13           Respected Attorneys in the Foreclosure Defense industry”;
- 14           b. CFLA has multiple experts on staff, and that Carrigan manages a  
15           team of 25 auditors;
- 16           c. Carrigan is a “leading” expert in the residential-mortgage industry,  
17           with eight different licenses and certifications;
- 18           d. CFLA is attorney-owned and operated;
- 19           e. “CFLA is a subscriber of Bloomberg and uses the latest search”;
- 20           f. attorneys are involved in preparing the Audits and litigation  
21           documents;
- 22           g. “CFLA Auditors have been admitted as Experts in nearly every  
23           jurisdiction nationwide”;
- 24           h. CFLA Auditors have “a minimum of 10 years of industry related  
25           experience [and] 40 Hours of Classroom Training on Mortgage  
26           Securitization”; and



1 i. CFLA’s Auditors have been “certified through the Nationally  
2 Recognized Mortgage Securitization Auditor Training Certification  
3 Class.”

4 36. These representations are misleading or false.

5 37. Reasonable consumers facing the prospect of losing their homes to  
6 foreclosure are likely to be misled by these representations.

7 38. These representations are material to consumers facing the prospect of  
8 losing their homes to foreclosure.

9 39. Defendants made these or similar representations from at least July  
10 2014 through the present.

11 40. CFLA does not have multiple experts performing Audits. At all times  
12 relevant to this Complaint, Carrigan has been CFLA’s sole auditor.

13 41. CFLA is not a subscriber of Bloomberg, and does not have a  
14 subscription to a Bloomberg terminal.

15 42. Attorneys are not involved in the preparation of the Audits and litigation  
16 documents.

17 43. CFLA is not attorney-owned and operated.

18 44. Carrigan does not have any specialized and particularized experience in  
19 the residential-mortgage industry.

20 45. CFLA and Lehman concealed material facts regarding the Audits and  
21 litigation documents from consumers and misrepresented the effectiveness of the  
22 Audits and the qualifications of the individual that performed them in order to  
23 convince consumers to purchase CFLA’s services.

24

25

**Regulation O**

26 46. Regulation O defines “mortgage assistance relief service” as “any  
27 service, plan, or program, offered or provided to the consumer in exchange for  
28

1 consideration, that is represented, expressly or by implication, to assist or attempt to  
2 assist the consumer with . . . [s]topping, preventing, or postponing any mortgage or  
3 deed of trust foreclosure sale for the consumer's dwelling, any repossession of the  
4 consumer's dwelling, or otherwise saving the consumer's dwelling from foreclosure  
5 or repossession . . . [or] [n]egotiating, obtaining, or arranging a modification of any  
6 term of a dwelling loan, including a reduction in the amount of interest, principal  
7 balance, monthly payments, or fees.” 12 C.F.R. § 1015.2.

8 47. Regulation O defines “mortgage assistance relief service provider” as  
9 “any person that provides, offers to provide, or arranges for others to provide, any  
10 mortgage assistance relief service,” other than the dwelling loan holder, the servicer  
11 of a dwelling loan, or any agent or contractor of such individual or entity. 12 C.F.R.  
12 § 1015.2.

13 48. Throughout the relevant period, Lehman controlled and participated in  
14 CFLA’s acts and practices.

15 49. CFLA and Lehman are “mortgage assistance relief service provider[s]”  
16 engaged in the provision of “mortgage assistance relief services” as those terms are  
17 defined in Regulation O. 12 C.F.R. § 1015.2. Lehman either personally provided  
18 Audits to consumers, or he arranged for CFLA to do so.

19 50. Carrigan provides substantial assistance, as that term is defined in  
20 Regulation O, 12 C.F.R. § 1015.6, to “mortgage assistance relief service provider[s]”  
21 CFLA and Lehman.

22 51. Regulation O is a “Federal consumer financial law,” as that term is  
23 defined in the CFPA. 12 U.S.C. § 5481(12)(Q), (14).

24 52. Section 1036(a)(1)(A) of the CFPA provides that it is “unlawful . . . for  
25 any covered person or service provider . . . to offer or provide to a consumer any  
26 financial product or service not in conformity with Federal consumer financial law,  
27 or otherwise commit any act or omission in violation of a Federal consumer financial  
28

1 law.” 12 U.S.C. § 5536(a)(1)(A).

2 53. A violation of Regulation O by a “covered person,” as that term is  
3 defined in § 1002(6) of the CFPA, also constitutes a violation of § 1036(a)(1)(A) of  
4 the CFPA. 12 U.S.C. §§ 5481(6), 5536(a)(1)(A).

5  
6 **The CFPA**

7 54. Sections 1031 and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531,  
8 5536(a)(1)(B), prohibit “covered person[s]” from engaging in any “unfair, deceptive,  
9 or abusive act or practice.” Section 1036(a)(1)(A) also prohibits “covered person[s]”  
10 from “offer[ing] or provid[ing] to a consumer any financial product or service not in  
11 conformity with Federal consumer financial law, or otherwise commit[ting] any act  
12 or omission in violation of a Federal consumer financial law.” 12 U.S.C. §  
13 5536(a)(1)(A).

14 55. CFLA is a “covered person” within the meaning of the CFPA because  
15 it offers or provides consumer-financial products or services, including financial-  
16 advisory services, such as providing services to assist a consumer with debt  
17 management or debt settlement, modifying the terms of any extension of credit, or  
18 avoiding foreclosure. 12 U.S.C. § 5481(5), (6), (15)(A)(viii).

19 56. Section 1002(25) of the CFPA defines the term “related person” to  
20 mean “any director, officer, or employee charged with managerial responsibility for,  
21 or controlling shareholder of,” or “any shareholder . . . or other person . . . who  
22 materially participates in the conduct of the affairs of” a non-bank provider of a  
23 consumer-financial product or service. 12 U.S.C. § 5481(25)(C). Section 1002(25)  
24 further provides that a “related person” shall be “deemed to mean a covered person  
25 for all purposes of any provision of Federal consumer financial law.” 12 U.S.C. §  
26 5481(25)(B).

27 57. Lehman is a “related person” and a “covered person” within the  
28

1 meaning of the CFPA because he is CFLA’s president and sole owner and has  
2 managerial responsibility for CFLA. 12 U.S.C. § 5481(6), (25)(B).

3 58. Section 1036(a)(3) of the CFPA prohibits any person from “knowingly  
4 or recklessly provid[ing] substantial assistance to a covered person or service  
5 provider in violation of the provisions of section 1031” and that “the provider of  
6 such substantial assistance shall be deemed to be in violation of that section to the  
7 same extent as the person to whom such assistance is provided.” 12 U.S.C. §  
8 5536(a)(3).

9 59. Carrigan provides substantial assistance, as that term is defined in §  
10 1036(a)(3) of the CFPA, to covered persons CFLA and Lehman. 12 U.S.C. §  
11 5536(a)(3).

12  
13 **Count I**

14 **Advance Fees in Violation of Regulation O**  
15 **(Defendants CFLA and Lehman)**

16 60. The allegations in paragraph 1 through 59 are incorporated here by  
17 reference.

18 61. Regulation O prohibits any provider of mortgage-assistance-relief  
19 services from requesting or receiving payment of any fee or other consideration until  
20 the consumer has executed a written agreement between the consumer and the  
21 consumer’s loan holder or servicer that incorporates the offer that the provider  
22 obtained from the loan holder or servicer. 12 C.F.R. § 1015.5(a).

23 62. In the course of providing, offering to provide, or arranging for others  
24 to provide mortgage-assistance-relief services, CFLA and Lehman requested or  
25 received payment from consumers before those consumers executed a written  
26 agreement with their loan holder or servicer that incorporated any offer of mortgage-  
27 assistance-relief that CFLA or Lehman obtained from the loan holder or servicer, in  
28

1 violation of Regulation O. 12 C.F.R. § 1015.5(a).

2  
3 **Count II**

4 **Prohibited Representations in Violation of Regulation O**  
5 **(Defendants CFLA and Lehman)**

6 63. The allegations in paragraph 1 through 59 are incorporated here by  
7 reference.

8 64. Regulation O prohibits any provider of mortgage-assistance-relief  
9 services from misrepresenting, expressly or by implication: “the likelihood of  
10 negotiating, obtaining, or arranging any represented service or result.” 12 C.F.R. §  
11 1015.3(b)(1).

12 65. Regulation O also prohibits making a representation about, among  
13 other things, the benefits, performance, or efficacy of any mortgage-assistance-relief  
14 service unless, at the time such representation is made, the provider “possesses and  
15 relies upon competent and reliable evidence that substantiates that the representation  
16 is true.” 12 C.F.R. § 1015.3(c).

17 66. In the course of providing, offering to provide, or arranging for others  
18 to provide mortgage-assistance-relief services, CFLA and Lehman misrepresented,  
19 expressly or by implication, material aspects of their services, including but not  
20 limited to the likelihood of obtaining mortgage-loan modifications, the likelihood of  
21 successfully defending against foreclosure actions, and the likelihood of successfully  
22 bringing an affirmative action against mortgage lenders.

23 67. When CFLA and Lehman made those representations they were not in  
24 possession of, nor did they rely upon, competent and reliable evidence that  
25 substantiated that the representations were true.

26 68. CFLA’s and Lehman’s representations, as set forth above, are  
27 prohibited representations in violation of Regulation O. 12 C.F.R. §§ 1015.3(b)(1),  
28

1 1015.3(c).

2  
3 **Count III**

4 **Deceptive Acts or Practices in Violation of the CFPA**  
5 **(Defendants CFLA and Lehman)**

6 69. The allegations in paragraph 1 through 59 are incorporated here by  
7 reference.

8 70. The CFPA prohibits deceptive acts or practices in connection with the  
9 offering of consumer-financial products or services. 12 U.S.C. §§ 5531(a),  
10 5536(a)(1)(B).

11 71. A representation or omission is deceptive if it is likely to mislead  
12 consumers acting reasonably under the circumstances and the information is material  
13 to consumers.

14 72. In numerous instances in connection with offering or providing  
15 mortgage-assistance-relief services, CFLA and Lehman have represented, expressly  
16 or by implication, that:

- 17 a. the Audits and litigation documents will help consumers avoid  
18 foreclosure, obtain settlements to foreclosure proceedings, remain in  
19 their homes, or negotiate loan modifications; and  
20 b. the Audits are prepared by experts.

21 73. In fact, CFLA's Audits and litigation documents are not prepared by  
22 experts and are not an effective means to avoid foreclosure, obtain settlements to  
23 foreclosure proceedings, to negotiate loan modifications, or for consumers to  
24 otherwise remain in their homes.

25 74. These representations are material and likely to mislead consumers  
26 acting reasonably under the circumstances.

27 75. CFLA's and Lehman's representations, as set forth above, constitute  
28

1 deceptive acts or practices in violation of the CFPA. 12 U.S.C. §§ 5531, 5536.

2  
3 **Count IV**

4 **Abusive Acts or Practices in Violation of the CFPA**  
5 **(Defendants CFLA and Lehman)**

6 76. The allegations in paragraph 1 through 59 are incorporated here by  
7 reference.

8 77. The CFPA prohibits abusive acts or practices, including taking  
9 unreasonable advantage of a consumer’s “lack of understanding . . . of the material  
10 risks, costs, or conditions of the product or service.” 12 U.S.C. §§ 5531(d)(2)(A),  
11 5536.

12 78. CFLA’s consumers generally did not understand all of their rights and  
13 obligations under relevant foreclosure law and other laws implicating residential  
14 mortgages.

15 79. Consumers generally did not understand the complexities of the  
16 residential-mortgage industry and foreclosure-defense law.

17 80. Consumers generally lacked the expertise to determine the  
18 effectiveness of CFLA’s Audits and litigation documents, or otherwise evaluate the  
19 Audit’s value, or utility, or the risks associated with purchasing or using the Audit.

20 81. Consumers generally did not understand and were not in a position to  
21 evaluate the accuracy of CFLA’s and Lehman’s marketing representations or the  
22 quality of the mortgage-assistance-relief services that CFLA and Lehman sold.

23 82. CFLA and Lehman promised consumers, expressly and by implication,  
24 a solution to their mortgage problems.

25 83. By marketing and selling Audits and litigation documents that were  
26 not effective and did not contain the information described, CFLA and Lehman took  
27 unreasonable advantage of consumers’ inability to understand the material risks,  
28

1 costs, and conditions of the services CFLA and Lehman were selling.

2 84. A reasonable consumer with an understanding of issues relevant to  
3 foreclosure would not purchase a CFLA Audit. CFLA and Lehman concealed  
4 material facts regarding the Audits and litigation documents from consumers and  
5 misrepresented the effectiveness of the Audits and the qualifications of the individual  
6 that performed them in order to convince consumers to purchase CFLA's services.

7 85. Consumers did not have the opportunity to detect that concealment  
8 because they paid for the Audits and litigation documents before they were  
9 delivered.

10 86. Even then, the Audits appeared, on their face, to be legitimate  
11 documents with comprehensive legal analyses of mortgages and the mortgage  
12 industry.

13 87. Ultimately, CFLA and Lehman were able to sell the Audits to  
14 consumers because consumers lacked the ability to parse the conclusions and  
15 analysis in the Audits and discover their lack of merit.

16 88. CFLA's and Lehman's marketing, production and sale of Audits and  
17 litigation documents took unreasonable advantage of consumers' lack of  
18 understanding of the material risks, costs, and conditions of the Audits and  
19 supporting litigation documents, in violation of the CFPA's prohibition on abusive  
20 acts or practices. 12 U.S.C. §§ 5531(d)(2)(A), 5536.

21  
22 **Count V**

23 **Violations of the CFPA Arising from Regulation O Violations**  
24 **(Defendants CFLA and Lehman)**

25 89. The allegations in paragraph 1 through 59 are incorporated here by  
26 reference.

27 90. Section 1036(a)(1)(A) of the CFPA provides that it is "unlawful . . . for  
28



1 any covered person or service provider . . . to offer or provide to a consumer any  
2 financial product or service not in conformity with Federal consumer financial law,  
3 or otherwise commit any act or omission in violation of a Federal consumer financial  
4 law.” 12 U.S.C. § 5536(a)(1)(A).

5 91. Because CFLA and Lehman are “covered persons” who violated  
6 Regulation O, they also violated § 1036(a)(1)(A) of the CFPA. 12 U.S.C. §  
7 5536(a)(1)(A).

8  
9 **Count VI**

10 **Substantial Assistance of**

11 **CFLA’s and Lehman’s Deceptive and Abusive Acts or Practices**

12 **(Defendant Carrigan)**

13 92. The allegations in paragraph 1 through 59 are incorporated here by  
14 reference.

15 93. Section 1036(a)(3) of the CFPA prohibits any person from “knowingly  
16 or recklessly provid[ing] substantial assistance to a covered person or service  
17 provider in violation of the provisions of section 1031” and that “the provider of  
18 such substantial assistance shall be deemed to be in violation of that section to the  
19 same extent as the person to whom such assistance is provided.” 12 U.S.C. §  
20 5536(a)(3).

21 94. As CFLA’s sole auditor and individual responsible for producing the  
22 Audits, Carrigan provided substantial assistance to CFLA and Lehman in their  
23 deceptive and abusive acts or practices.

24 95. Carrigan knew or recklessly avoided knowing that the Audits were not  
25 an effective defense in foreclosure.

26 96. Carrigan knew or recklessly avoided knowing that CFLA and Lehman  
27 were engaged in making deceptive representations to consumers regarding the  
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1 effectiveness, content, and expertise of the individuals engaged in the preparation of  
2 the Audits.

3 97. To the extent Carrigan was not actually aware of the marketing  
4 methods CFLA and Lehman used to sell the Audits, he recklessly avoided knowing  
5 what those marketing methods were, including by failing to review CFLA's website.

6 98. Carrigan knew or recklessly avoided knowing that the conclusions in  
7 the Audits lacked merit.

8 99. Carrigan knew or recklessly avoided knowing that the Audits  
9 contained factual inaccuracies.

10 100. Carrigan knew or recklessly avoided knowing that the Audits were  
11 created from templates and only minimally tailored to an individual borrower's  
12 circumstances.

13 101. To the extent Carrigan was not actually aware of the contents of the  
14 Audits he produced, he recklessly avoided knowing their contents, including by:

- 15 a. not systematically reviewing the Audits;  
16 b. failing to review the Audits for accuracy;  
17 c. failing to review his affidavits for accuracy;  
18 d. failing to assess the appropriateness or correctness of the conclusions  
19 in the Audits; and  
20 e. failing to review descriptions of the Audits on CFLA's website.

21 102. Carrigan knew or recklessly avoided knowing that he was not an  
22 expert in the residential mortgage industry or in foreclosure defenses.

23 103. Carrigan provided substantial assistance to CFLA and Lehman in their  
24 deceptive and abusive acts or practices, in violation of § 1036(a)(3) of the CFPA. 12  
25 U.S.C. § 5536(a)(3).

26 104. This Count has been resolved by the Stipulated Final Judgment and  
27 Order entered by the Court on October 31, 2019 pursuant to the original Complaint.  
28

1 *See* Dkt. 25.

2  
3 **Count VII**

4 **Substantial Assistance of CFLA and Lehman’s Prohibited Representations**  
5 **(Defendant Carrigan)**

6 105. The allegations in paragraph 1 through 59 are incorporated here by  
7 reference.

8 106. Regulation O provides that it is a violation “for a person to provide  
9 substantial assistance or support to any mortgage-assistance-relief service provider  
10 when that person knows or consciously avoids knowing that the provider is engaged  
11 in any act or practice that violates” the rule. 12 C.F.R. § 1015.6.

12 107. Carrigan knew or consciously avoided knowing that CFLA and  
13 Lehman were engaged in making deceptive representations to consumers regarding  
14 the effectiveness, content, and expertise of the individuals engaged in the preparation  
15 of the Audits.

16 108. To the extent Carrigan was not actually aware of the marketing  
17 methods CFLA and Lehman used to sell the Audits, he consciously avoided knowing  
18 what those marketing methods were, including by failing to review CFLA’s website.

19 109. Carrigan knew or consciously avoided knowing that the Audits were  
20 not a legitimate or effective source of foreclosure defenses.

21 110. Carrigan knew or consciously avoided knowing that CFLA’s  
22 customers were generally homeowners in foreclosure.

23 111. Carrigan knew or consciously avoided knowing that CFLA used  
24 deceptive representations to sell the Audits to homeowners in foreclosure.

25 112. To the extent Carrigan was not actually aware of the contents of the  
26 Audits he produced, he consciously avoided knowing their contents, including by:

- 27 a. not systematically reviewing the Audits;

- b. failing to review the Audits for accuracy;
- c. failing to review his affidavits for accuracy;
- d. failing to assess the appropriateness or correctness of the conclusions in the Audits; and
- e. failing to review descriptions of the Audits on CFLA's website.

113. Carrigan provided substantial assistance or support to CFLA and Lehman when Carrigan knew or consciously avoided knowing that CFLA and Lehman were engaged in prohibited representations in violation of Regulation O. 12 C.F.R. § 1015.6.

114. This Count has been resolved by the Stipulated Final Judgment and Order entered by the Court on October 31, 2019 pursuant to the original Complaint. *See* Dkt. 25.

**Prayer for Relief**

WHEREFORE, the Bureau requests that the Court:

- a. permanently enjoin Defendants from committing future violations of Regulation O and the CFPA and enter such other injunctive relief as appropriate;
- b. award restitution, jointly and severally, against Defendants in the amount of all unlawfully collected fees;
- c. order disgorgement of ill-gotten revenues against Defendants or compensation for unjust enrichment;
- d. assess civil money penalties against Defendants;
- e. order the rescission or reformation of contracts where necessary to redress injury to consumers;
- f. order payment of damages or other monetary relief;
- g. order limits on the activities or functions of Defendants;
- h. award costs against Defendants; and

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i. award additional relief as the Court may determine to be just and proper.

Dated November 13, 2019

Respectfully Submitted,

/s/ Benjamin Vaughn  
Leanne E. Hartmann  
Benjamin Vaughn (pro hac vice)  
Gabriel Hopkins (pro hac vice)

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