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9 *Attorneys for Plaintiff Bureau of Consumer Financial Protection*

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 Andrew Lehman; and Michael Carrigan,)
18)
Defendants.)

Case No.:

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER RELIEF

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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
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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 (CFLA) and Andrew Lehman in connection with their offering,
6 advertising, marketing, and selling of purported financial-advisory and mortgage-
7 assistance-relief services, and against Defendant Michael Carrigan in connection
8 with his substantial assistance in furtherance of CFLA’s and Lehman’s unlawful
9 conduct.

10 Venue

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

13 Parties

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

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

24 6. At all times relevant to this Complaint, CFLA was a limited-liability
25 company incorporated under the laws of the State of California, with business
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1 locations at 13101 W. Washington Blvd., Suite 444, Los Angeles, CA 90066 and
2 2600 South Shore Blvd., Suite 300, League City, TX 77573. CFLA offered or sold
3 financial-advisory or mortgage-assistance-relief services to consumers nationwide,
4 including within the State of California. CFLA is currently not in good standing and
5 has been suspended by the California Franchise Tax Board for failing to meet its
6 state tax obligations.

7 7. At all times relevant to this Complaint, Lehman was CFLA’s president
8 and sole owner. Lehman had managerial responsibility for CFLA and directed every
9 facet of its business, including participating in the development, marketing, and sale
10 of CFLA’s financial-advisory and mortgage-assistance-relief services. Lehman also
11 set fees and oversaw ongoing interactions with consumers after financial-advisory
12 and mortgage-assistance-relief services were sold, including managing payment
13 collections from consumers, responding to regulatory and commercial inquiries
14 (including from the Better Business Bureau), managing and responding to consumer
15 complaints, and managing requests for refunds.

16 8. Lehman co-mingled his finances with CFLA, including by withdrawing
17 all excess funds from the company for personal use instead of taking a salary, and by
18 filing combined tax returns on behalf of himself and CFLA. Under Lehman’s
19 direction, CFLA ignored corporate formalities. Lehman failed to keep accurate
20 financial records for CFLA. And Lehman failed to meet CFLA’s state tax
21 requirements.

22 9. At all times relevant to this Complaint, Carrigan was CFLA’s sole
23 auditor. Carrigan is a resident of the State of California and performed work for
24 CFLA while residing in this district.

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

4 11. Carrigan, in his role as an auditor working on CFLA’s behalf, provided
5 substantial assistance regarding the activities described in paragraph 10, within the
6 meaning of Regulation O, 12 C.F.R. § 1015.6, and within the meaning of the CFPA,
7 12 U.S.C. § 5536(a)(3).

8
9 **CFLA’s Business Practices**

10 12. Since at least 2014, CFLA and Lehman have marketed and sold
11 purported financial-advisory and mortgage-assistance-relief services to consumers.
12 These services include what Defendants refer to as “Securitization Audits” (Audits)
13 and litigation documents, which CFLA marketed together as a “Quiet Title
14 Package.” CFLA and Lehman claimed that these services would help consumers
15 avoid foreclosures or negotiate loan modifications.

16 13. CFLA’s Audits are reports that purport to summarize information about
17 a borrower’s mortgage, mortgage lender, mortgage servicer, and an asset-backed
18 securitization trust that may have acquired the borrower’s mortgage. The Audits are
19 constituted largely of template materials and contain legal conclusions and
20 recommendations. While there is some variation in the recommendations across the
21 Audits, a set of core legal conclusions about mortgage securitization and its impacts
22 on foreclosure are reproduced essentially verbatim in all of the Audits.

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

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

4 16. Since 2014, CFLA and Lehman sold, either directly or through
5 intermediaries, more than 2,000 Audits to consumers.

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

10 18. On its website, in marketing emails, and on marketing telephone calls,
11 CFLA and Lehman tell consumers that the Audits and litigation documents will
12 contain certain specific categories of cutting-edge, advanced analyses. CFLA and
13 Lehman also tell consumers that the Audits will uncover information that will find
14 defects in the assignment of a consumer's mortgage or in the securitization of the
15 consumer's mortgage.

16 19. Testimonials on CFLA's website tout the effectiveness of the Audits,
17 including claims that consumers were able to "beat the bank in court to save house
18 [sic] and prevent eviction."

19 20. Statements CFLA and Lehman have made regarding its Audits and
20 litigation documents include representations that:

- 21 a. the Audits and litigation documents are a "Complete turn-key lawsuit to
22 sue your lender for damages";
- 23 b. the Audits will stop foreclosure;
- 24 c. the Audits will keep homeowners in their homes;
- 25 d. the Audits and litigation documents are a "Complete system" that
26 "works with Pre-Foreclosure, During Foreclosure, or Post-Foreclosure";

- e. the Audits and litigation documents “prevent foreclosure [and] is [sic] a powerful and successful legal means of bringing suit against your mortgage lender”;
- f. “90%” of CFLA’s customers ended up obtaining favorable settlements with their lenders, which could involve delaying foreclosure, modifying the customer’s mortgage, and even getting the property free and clear;
- g. the Audits are “advanced,” “cutting edge,” and tailored to each consumer;
- h. “Quiet Title Audits stop foreclosure and keep homeowners in their homes”;
- i. the Audits contain “trade secrets”; and
- j. the Audits are “the most advanced Audit Report on Residential Mortgages in Existence.”

21. These representations are misleading or false.

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

23. These representations are material to consumers facing the prospect of losing their homes to foreclosure.

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

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

26. Defendants make no effort to determine whether their Audits could help a consumer prevent foreclosure or obtain a favorable settlement either based on the consumer’s jurisdiction or based on the consumer’s circumstances. The form, structure, and content of each Audit and package of litigation documents are substantially similar to all others. Defendants make relatively minor changes to

1 particularize each Audit and package of litigation documents to each borrower such
2 as the borrower's name, address, and specific mortgage lenders and servicers.

3 27. CFLA and Lehman knew the Audits were meritless and Lehman called
4 some conclusions contained in the Audits "boilerplate" and "garbage."

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

7 29. Carrigan does not understand whether his conclusions are relevant to
8 foreclosure, and he is generally unfamiliar with much of the content of the Audits.
9 The conclusions contained in the Audits have no apparent support in current case
10 law, which has led courts to excoriate CFLA's Audits.

11 30. CFLA and Lehman, through the website, on marketing calls, and in
12 emails with consumers, make misleading claims, in various formulations, that the
13 Audits and litigation documents are prepared by multiple experts with significant and
14 particularized experience in the residential-mortgage industry.

15 31. Statements CFLA and Lehman made regarding the qualifications of
16 CFLA's experts while marketing the Audits and litigation documents include claims
17 that:

- 18 a. the Quiet Title Package is prepared by the "Nation's Most Well
19 Respected Attorneys in the Foreclosure Defense industry";
- 20 b. CFLA has multiple experts on staff, and that Carrigan manages a
21 team of 25 auditors;
- 22 c. Carrigan is a "leading" expert in the residential-mortgage industry,
23 with eight different licenses and certifications;
- 24 d. CFLA is attorney-owned and operated;
- 25 e. "CFLA is a subscriber of Bloomberg and uses the latest search";
- 26 f. attorneys are involved in preparing the Audits and litigation
27 documents;

- 1 g. “CFLA Auditors have been admitted as Experts in nearly every
2 jurisdiction nationwide”;
- 3 h. CFLA Auditors have “a minimum of 10 years of industry related
4 experience [and] 40 Hours of Classroom Training on Mortgage
5 Securitization”; and
- 6 i. CFLA’s Auditors have been “certified through the Nationally
7 Recognized Mortgage Securitization Auditor Training Certification
8 Class.”

9 32. These representations are misleading or false.

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

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

14 35. Defendants made these or similar representations from at least July
15 2014 through the present.

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

18 37. CFLA is not a subscriber of Bloomberg, and does not have a
19 subscription to a Bloomberg terminal.

20 38. Attorneys are not involved in the preparation of the Audits and litigation
21 documents.

22 39. CFLA is not attorney-owned and operated.

23 40. Carrigan does not have any specialized and particularized experience in
24 the residential-mortgage industry.

25 41. CFLA and Lehman concealed material facts regarding the Audits and
26 litigation documents from consumers and misrepresented the effectiveness of the
27 Audits and the qualifications of the individual that performed them in order to
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1 convince consumers to purchase CFLA’s services.
2

3 **Regulation O**

4 42. Regulation O defines “mortgage assistance relief service” as “any
5 service, plan, or program, offered or provided to the consumer in exchange for
6 consideration, that is represented, expressly or by implication, to assist or attempt to
7 assist the consumer with . . . [s]topping, preventing, or postponing any mortgage or
8 deed of trust foreclosure sale for the consumer's dwelling, any repossession of the
9 consumer's dwelling, or otherwise saving the consumer's dwelling from foreclosure
10 or repossession . . . [or] [n]egotiating, obtaining, or arranging a modification of any
11 term of a dwelling loan, including a reduction in the amount of interest, principal
12 balance, monthly payments, or fees.” 12 C.F.R. § 1015.2.

13 43. Regulation O defines “mortgage assistance relief service provider” as
14 “any person that provides, offers to provide, or arranges for others to provide, any
15 mortgage assistance relief service,” other than the dwelling loan holder, the servicer
16 of a dwelling loan, or any agent or contractor of such individual or entity. 12 C.F.R.
17 § 1015.2.

18 44. Throughout the relevant period, Lehman controlled and participated in
19 CFLA’s acts and practices.

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

24 46. Carrigan provides substantial assistance, as that term is defined in
25 Regulation O, 12 C.F.R. § 1015.6, to “mortgage assistance relief provider[s]” CFLA
26 and Lehman.

27 47. Regulation O is a “Federal consumer financial law,” as that term is
28

1 defined in the CFPA. 12 U.S.C. § 5481(12)(Q), (14).

2 48. Section 1036(a)(1)(A) of the CFPA provides that it is “unlawful . . . for
3 any covered person or service provider . . . to offer or provide to a consumer any
4 financial product or service not in conformity with Federal consumer financial law,
5 or otherwise commit any act or omission in violation of a Federal consumer financial
6 law.” 12 U.S.C. § 5536(a)(1)(A).

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

11 The CFPA

12 50. Sections 1031 and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531,
13 5536(a)(1)(B), prohibit “covered person[s]” from engaging in any “unfair, deceptive,
14 or abusive act or practice.” Section 1036(a)(1)(A) also prohibits “covered person[s]”
15 from “offer[ing] or provid[ing] to a consumer any financial product or service not in
16 conformity with Federal consumer financial law, or otherwise commit[ting] any act
17 or omission in violation of a Federal consumer financial law.” 12 U.S.C. §
18 5536(a)(1)(A).

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

24 52. Section 1002(25) of the CFPA defines the term “related person” to
25 mean “any director, officer, or employee charged with managerial responsibility for,
26 or controlling shareholder of,” or “any shareholder . . . or other person . . . who
27 materially participates in the conduct of the affairs of” a non-bank provider of a
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1 consumer-financial product or service. 12 U.S.C. § 5481(25)(C). Section 1002(25)
2 further provides that a “related person” shall be “deemed to mean a covered person
3 for all purposes of any provision of Federal consumer financial law.” 12 U.S.C. §
4 5481(25)(B).

5 53. Lehman is a “related person” and a “covered person” within the
6 meaning of the CFPA because he is CFLA’s president and sole owner and has
7 managerial responsibility for CFLA. 12 U.S.C. § 5481(6), (25)(B).

8 54. Section 1036(a)(3) of the CFPA prohibits any person from “knowingly
9 or recklessly provid[ing] substantial assistance to a covered person or service
10 provider in violation of the provisions of section 1031” and that “the provider of
11 such substantial assistance shall be deemed to be in violation of that section to the
12 same extent as the person to whom such assistance is provided.” 12 U.S.C. §
13 5536(a)(3).

14 55. Carrigan provides substantial assistance, as that term is defined in §
15 1036(a)(3) of the CFPA, to covered persons CFLA and Lehman. 12 U.S.C. §
16 5536(a)(3).

17
18 **Count I**

19 **Advance Fees in Violation of Regulation O**

20 **(Defendants CFLA and Lehman)**

21 56. The allegations in paragraph 1 through 55 are incorporated here by
22 reference.

23 57. Regulation O prohibits any provider of mortgage-assistance-relief
24 services from requesting or receiving payment of any fee or other consideration until
25 the consumer has executed a written agreement between the consumer and the
26 consumer’s loan holder or servicer that incorporates the offer that the provider
27 obtained from the loan holder or servicer. 12 C.F.R. § 1015.5(a).

1 63. When CFLA and Lehman made those representations they were not in
2 possession of, nor did they rely upon, competent and reliable evidence that
3 substantiated that the representations were true.

4 64. CFLA's and Lehman's representations, as set forth above, are
5 prohibited representations in violation of Regulation O. 12 C.F.R. §§ 1015.3(b)(1),
6 1015.3(c).

7
8 **Count III**

9 **Deceptive Acts or Practices in Violation of the CFPA**

10 **(Defendants CFLA and Lehman)**

11 65. The allegations in paragraph 1 through 55 are incorporated here by
12 reference.

13 66. The CFPA prohibits deceptive acts or practices in connection with the
14 offering of consumer-financial products or services. 12 U.S.C. §§ 5531(a),
15 5536(a)(1)(B).

16 67. A representation or omission is deceptive if it is likely to mislead
17 consumers acting reasonably under the circumstances and the information is material
18 to consumers.

19 68. In numerous instances in connection with offering or providing
20 mortgage-assistance-relief services, CFLA and Lehman have represented, expressly
21 or by implication, that:

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

26 69. In fact, CFLA's Audits and litigation documents are not prepared by
27 experts and are not an effective means to avoid foreclosure, obtain settlements to
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1 foreclosure proceedings, to negotiate loan modifications, or for consumers to
2 otherwise remain in their homes.

3 70. These representations are material and likely to mislead consumers
4 acting reasonably under the circumstances.

5 71. CFLA's and Lehman's representations, as set forth above, constitute
6 deceptive acts or practices in violation of the CFPA. 12 U.S.C. §§ 5531, 5536.

7
8 **Count IV**

9 **Abusive Acts or Practices in Violation of the CFPA**

10 **(Defendants CFLA and Lehman)**

11 72. The allegations in paragraph 1 through 55 are incorporated here by
12 reference.

13 73. The CFPA prohibits abusive acts or practices, including taking
14 unreasonable advantage of a consumer's "lack of understanding . . . of the material
15 risks, costs, or conditions of the product or service." 12 U.S.C. §§ 5531(d)(2)(A),
16 5536.

17 74. CFLA's consumers generally did not understand all of their rights and
18 obligations under relevant foreclosure law and other laws implicating residential
19 mortgages.

20 75. Consumers generally did not understand the complexities of the
21 residential-mortgage industry and foreclosure-defense law.

22 76. Consumers generally lacked the expertise to determine the
23 effectiveness of CFLA's Audits and litigation documents, or otherwise evaluate the
24 Audit's value, or utility, or the risks associated with purchasing or using the Audit.

25 77. Consumers generally did not understand and were not in a position to
26 evaluate the accuracy of CFLA's and Lehman's marketing representations or the
27 quality of the mortgage-assistance-relief services that CFLA and Lehman sold.

1 78. CFLA and Lehman promised consumers, expressly and by implication,
2 a solution to their mortgage problems.

3 79. By marketing and selling Audits and litigation documents that were
4 not effective and did not contain the information described, CFLA and Lehman took
5 unreasonable advantage of consumers' inability to understand the material risks,
6 costs, and conditions of the services CFLA and Lehman were selling.

7 80. A reasonable consumer with an understanding of issues relevant to
8 foreclosure would not purchase a CFLA Audit. CFLA and Lehman concealed
9 material facts regarding the Audits and litigation documents from consumers and
10 misrepresented the effectiveness of the Audits and the qualifications of the individual
11 that performed them in order to convince consumers to purchase CFLA's services.

12 81. Consumers did not have the opportunity to detect that concealment
13 because they paid for the Audits and litigation documents before they were
14 delivered.

15 82. Even then, the Audits appeared, on their face, to be legitimate
16 documents with comprehensive legal analyses of mortgages and the mortgage
17 industry.

18 83. Ultimately, CFLA and Lehman were able to sell the Audits to
19 consumers because consumers lacked the ability to parse the conclusions and
20 analysis in the Audits and discover their lack of merit.

21 84. CFLA's and Lehman's marketing, production and sale of Audits and
22 litigation documents took unreasonable advantage of consumers' lack of
23 understanding of the material risks, costs, and conditions of the Audits and
24 supporting litigation documents, in violation of the CFPA's prohibition on abusive
25 acts or practices. 12 U.S.C. §§ 5531(d)(2)(A), 5536.

1 **Count V**

2 **Violations of the CFPA Arising from Regulation O Violations**
3 **(Defendants CFLA and Lehman)**

4 85. The allegations in paragraph 1 through 55 are incorporated here by
5 reference.

6 86. Section 1036(a)(1)(A) of the CFPA provides that it is “unlawful . . . for
7 any covered person or service provider . . . to offer or provide to a consumer any
8 financial product or service not in conformity with Federal consumer financial law,
9 or otherwise commit any act or omission in violation of a Federal consumer financial
10 law.” 12 U.S.C. § 5536(a)(1)(A).

11 87. Because CFLA and Lehman are “covered persons” who violated
12 Regulation O, they also violated § 1036(a)(1)(A) of the CFPA. 12 U.S.C. §
13 5536(a)(1)(A).

14
15 **Count VI**

16 **Substantial Assistance of**
17 **CFLA’s and Lehman’s Deceptive and Abusive Acts or Practices**
18 **(Defendant Carrigan)**

19 88. The allegations in paragraph 1 through 55 are incorporated here by
20 reference.

21 89. Section 1036(a)(3) of the CFPA prohibits any person from “knowingly
22 or recklessly provid[ing] substantial assistance to a covered person or service
23 provider in violation of the provisions of section 1031” and that “the provider of
24 such substantial assistance shall be deemed to be in violation of that section to the
25 same extent as the person to whom such assistance is provided.” 12 U.S.C. §
26 5536(a)(3).

27 90. As CFLA’s sole auditor and individual responsible for producing the
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1 Audits, Carrigan provided substantial assistance to CFLA and Lehman in their
2 deceptive and abusive acts or practices.

3 91. Carrigan knew or recklessly avoided knowing that the Audits were not
4 an effective defense in foreclosure.

5 92. Carrigan knew or recklessly avoided knowing that CFLA and Lehman
6 were engaged in making deceptive representations to consumers regarding the
7 effectiveness, content, and expertise of the individuals engaged in the preparation of
8 the Audits.

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

12 94. Carrigan knew or recklessly avoided knowing that the conclusions in
13 the Audits lacked merit.

14 95. Carrigan knew or recklessly avoided knowing that the Audits
15 contained factual inaccuracies.

16 96. Carrigan knew or recklessly avoided knowing that the Audits were
17 created from templates and only minimally tailored to an individual borrower's
18 circumstances.

19 97. To the extent Carrigan was not actually aware of the contents of the
20 Audits he produced, he recklessly avoided knowing their contents, including by:

- 21 a. not systematically reviewing the Audits;
- 22 b. failing to review the Audits for accuracy;
- 23 c. failing to review his affidavits for accuracy;
- 24 d. failing to assess the appropriateness or correctness of the conclusions
25 in the Audits; and
- 26 e. failing to review descriptions of the Audits on CFLA's website.

27 98. Carrigan knew or recklessly avoided knowing that he was not an
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1 expert in the residential mortgage industry or in foreclosure defenses.

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

5
6 **Count VII**

7 **Substantial Assistance of CFLA and Lehman’s Prohibited Representations**
8 **(Defendant Carrigan)**

9 100. The allegations in paragraph 1 through 55 are incorporated here by
10 reference.

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

15 102. Carrigan knew or consciously avoided knowing that CFLA and
16 Lehman were engaged in making deceptive representations to consumers regarding
17 the effectiveness, content, and expertise of the individuals engaged in the preparation
18 of the Audits.

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

22 104. Carrigan knew or consciously avoided knowing that the Audits were
23 not a legitimate or effective source of foreclosure defenses.

24 105. Carrigan knew or consciously avoided knowing that CFLA’s
25 customers were generally homeowners in foreclosure.

26 106. Carrigan knew or consciously avoided knowing that CFLA used
27 deceptive representations to sell the Audits to homeowners in foreclosure.

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

3
4 Dated September 6, 2019

Respectfully Submitted,

5 /s/ Leanne E. Hartmann

6 Leanne E. Hartmann
7 Benjamin Vaughn (pro hac pending)
8 Gabriel Hopkins (pro hac pending)

9 Consumer Financial Protection Bureau
10 1700 G Street, NW
11 Washington, DC 20552

12 *Attorneys for Plaintiff*
13 *Bureau of Consumer Financial Protection*
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