

**BEFORE THE ARKANSAS SECURITIES COMMISSIONER
CASE NO C-11-0212**

RECEIVED

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ARKANSAS SECURITIES DEPT.

**IN THE MATTER OF:
ATTORNEYS LAW GROUP,
BETTER HOME RELIEF, AND
SCOTT B. HAYWARD**

RESPONDENTS

REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department (“Staff”) received information and has in its possession certain evidence that indicates Attorneys Law Group (“Attorneys Law”), Better Home Relief (“Better Home”), and Scott B. Hayward (“Hayward”) have violated provisions of the Arkansas Fair Mortgage Lending Act (“FMLA”), Ark. Code Ann. §§ 23-39-501 through 23-39-518 and the Rules of the FMLA (“Rules”).

Administrative Authority

1. This matter is brought in connection with violations of sections of the FMLA and is therefore properly before the Arkansas Securities Commissioner (“Commissioner”) in accordance with Ark. Code Ann. § 23-39-514(d).

Respondents

2. Attorneys Law is a business with its main office in Irvine, California. Attorneys Law has never been licensed under the FMLA in any capacity.

3. Better Home is a business with its main office in Irvine, California. Better Home has never been licensed under the FMLA in any capacity.

4. Hayward is a resident of and attorney licensed by the State of California.

Facts Supporting Request for Cease and Desist Order

5. During March 2009, Arkansas resident one (“AR1”) responded to a television segment or interview and contacted John Briggs (“Briggs”), an employee of Attorneys Law and Better Home, by telephone. During AR1’s telephone conversation with Briggs, AR1 and Briggs discussed a modification of the existing mortgage loan for AR1’s residential dwelling located in Mountainburg, Arkansas. After the initial telephone conversation, Briggs faxed a packet of documents to AR1. The faxed documents included a cover sheet (attached hereto as Exhibit 1); a letter from Briggs, Modification Consultant with Better Home (attached hereto as Exhibit 2); a Better Home form titled Instructions/Summary of Process (attached hereto as Exhibit 3); a form titled Authorization to Release Information (attached hereto as Exhibit 4); a form titled Payment Option and Authorization for Better Home (attached hereto as Exhibit 5); and a form titled Payment Option and Authorization for Attorneys Law (attached hereto as Exhibit 6). AR1 completed and returned these documents and forms to Briggs.

6. AR1 paid an advance fee of \$1,995.00 to Attorneys Law and Better Home by two credit card payments of \$1,000.00 and \$995.00. The first payment of \$1,000.00 was made to Better Home on or about March 13, 2009; the second payment of \$995.00 was made to Attorneys Law on or about May 2, 2009. Attorneys Law and Better Home never successfully modified the terms of AR1’s mortgage loan. In addition, Attorneys Law and Better Home never refunded or returned any part or portion of the \$1,995.00 advance fee to AR1.

7. During February 2009, Arkansas resident two (“AR2”) received a telephone solicitation call from an employee of Better Home concerning a modification of AR2’s existing mortgage loan. After this telephone call, AR2 received a faxed packet of information and documents from Victor Dyre, an employee of Better Home. The faxed documents included a

cover sheet (attached hereto as Exhibit 7); several pages concerning general information about the services offered by Better Home (attached hereto as Exhibit 8); a Better Home form titled Required Documents/Forms (attached hereto as Exhibit 9); a several page form concerning information about AR2's mortgage, income, and expenses (attached hereto as Exhibit 10); a Better Home Agreement (attached hereto as Exhibit 11); a form titled Authorization to Release Information (attached hereto as Exhibit 12); and a form titled Authorization Agreement for Direct Payments for Better Home (attached hereto as Exhibit 13). AR2 completed and returned these documents and forms to Better Home.

8. AR2 paid an advance fee of \$2,495.00 to Attorneys Law and Better Home by two credit card payments totaling \$2,495.00. Attorneys Law and Better Home never successfully modified the terms of AR2's mortgage loan. In addition, Attorneys Law and Better Home never refunded or returned any part or portion of the \$2,495.00 advance fee to AR2.

9. In addition, Attorneys Law, Better Home, and their employees had contact with and collected advance fees from two other Arkansas residents (AR3 and AR4) in exchange for mortgage loan modification services.

10. On August 5, 2010, Hayward sent a letter in response to a written request from the Staff for information concerning the mortgage loan modification activities in Arkansas of Attorneys Law. Hayward's letter is attached hereto as Exhibit 14. On February 24, 2011, Hayward sent a second letter in response to an additional written request from the Staff for information concerning the mortgage loan modification activities in Arkansas of Attorneys Law. Hayward's second response letter is attached hereto as Exhibit 15. In both letters, Hayward failed and refused to provide any information about the mortgage loan modification activities in Arkansas of Attorneys Law. In fact, in both letters Hayward specifically denied any mortgage

loan modification activities in Arkansas by Attorneys Law. As stated above, Hayward's letters are both clearly contradicted by the evidence.

Applicable Law

11. Rule 5003-3(c)(1) of the Rules states that a person offering or negotiating loan modification services is, at least at a minimum, indirectly acting as a loan officer. Therefore, any person who directly or indirectly solicits, accepts, or negotiates; or offers or attempts to solicit, accept, or negotiate loan modifications for a borrower; and receives compensation or gain is required to be licensed as a loan officer.

12. Rule 5003-3(c)(2) of the Rules states that any person who directly supervises individuals who solicit, accept, or negotiate; or offer or attempt to solicit, accept, or negotiate loan modifications for compensation or gain are required to be licensed as mortgage brokers.

13. Ark. Code Ann. § 23-39-503(b) states that it is unlawful for any person other than an exempt person to act or attempt to act, directly or indirectly, as a mortgage broker, mortgage banker, loan officer, or mortgage servicer with any person located in Arkansas without first obtaining a license from the Commissioner under the FMLA.

14. Ark. Code Ann. § 23-39-503(c) states that it is unlawful for any person other than an exempt person to employ, to compensate, or to appoint as its agent any person to act as a loan officer unless the loan officer is licensed as a loan officer under the FMLA.

15. Ark. Code Ann. § 23-39-513(4) states that it is unlawful for any person other than an exempt person to pay, receive, or collect, in whole or in part, any commission, fee, or other compensation for brokering a mortgage loan in violation of this subchapter, including a mortgage loan brokered or solicited by any unlicensed person other than an exempt person.

16. Ark. Code Ann. § 23-39-513(13) states that it is unlawful for any person in the course of mortgage loan activity to unreasonably fail to deliver or provide information or documents promptly to the Commissioner upon written request.

17. Ark. Code Ann. § 23-39-514(d) states that upon finding that any action of a person is in violation of the Arkansas FMLA, the Commissioner may summarily order the person to cease and desist from the prohibited action.

Conclusions of Law

18. As detailed in paragraphs five through nine, Attorneys Law and/or Better Home violated Ark. Code Ann. § 23-39-503(b) when they acted as mortgage brokers with AR1 through AR4 without first being licensed under the FMLA.

19. As detailed in paragraphs five through nine, Attorneys Law and/or Better Home violated Ark. Code Ann. § 23-39-503(c) when they employed or appointed Briggs, Dyre, and other employees to act as loan officers with AR1 through AR4 without first being licensed under the FMLA.

20. As detailed in paragraphs six, eight and nine, Attorneys Law and/or Better Home violated Ark. Code Ann. § 23-39-513(4) when they collected commissions or advance fees from AR1 through AR4 for attempting to renegotiate or modify the terms of the mortgage loans of AR1 through AR4 without first being licensed as a mortgage brokers under the FMLA.

21. As detailed in paragraph ten, Hayward violated Ark. Code Ann. § 23-39-513(13) twice, when he failed and refused to provide information about the mortgage loan modification activities in Arkansas of Attorneys Law requested by the Staff in writing on two separate occasions.

22. The conduct, acts, and practices of Attorneys Law, Better Home, Hayward, and the employees of Attorneys Law and Better Home threaten immediate and irreparable public harm. A cease and desist order is in the public interest and is appropriate pursuant to Ark. Code Ann. § 23-39-514(d).

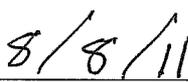
Prayer for Relief

WHEREFORE, the Staff respectfully requests that the Commissioner order Attorneys Law, Better Home, and Hayward to immediately cease and desist from acting or attempting to act as mortgage brokers and allowing the employees of Attorneys Law and Better Home to act or attempt to act as loan officers in the State of Arkansas until they are properly licensed under the FMLA; from collecting any commission or fee in violation of the FMLA; and, for all other relief to which the Staff may be entitled.

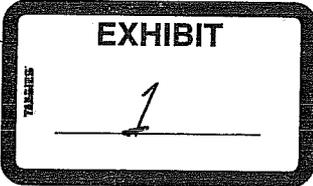
Respectfully submitted,



Scott Freydl
Staff Attorney
Arkansas Securities Department



Date



Better Home Relief



5/25/10
CA RECEPTION

DIONYSI - SIMANO MGR

5/25/10 ASKED FOR BHR
TRANSFERRED TO AUKI PAROEN

Facsimile Transmittal Sheet

over for
other
H's

BHR
Processing Mgr.
800-756-1335
Gen. Mgr.
proof
no benefit

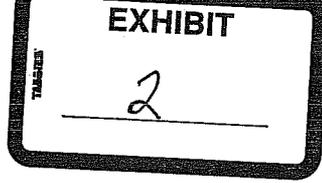
URGENT PLEASE REPLY FOR REVIEW

800-807-1210 ext.

Contact: John Briggs
Company: Better Home Relief
Phone: 800.807.1210 Ext 1329
eFax: 949.442.1330
Email: JBriggs@BetterHomeRelief.com
Re: _____

From: Nm. 479-

Comments: _____



Better Home Relief



The following is a list of information we would need within the next 3 business days for us to determine which programs best suits your needs. Please call me when you are sending your information and I will begin working on it immediately. Once we have all your information and the retainer payment has been made we will begin immediately. If you have any questions regarding the listed items or if you are having trouble locating them, please do not hesitate to call me at (800) 807-1210 Ext 1329. I will be happy to help with anything you need. Please fax the following to (949) 442-1330 with a cover letter and call me for your fax confirmation.

- SIGNED BETTER HOME RELIEF AGREEMENT/CONTRACT (ATTACHED)
- SIGNED ACH CHECK OVER THE PHONE AUTHORIZATION (ATTACHED)
- SIGNED AUTHORIZATION TO RELEASE INFORMATION (ATTACHED)
- SIGNED CEASE & DESIST LETTER (ATTACHED)

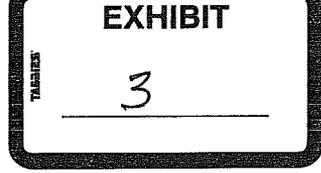
Thank you,

I look forward to speaking with you again soon.

John Briggs
 Modification Consultant
 2967 Michelson Drive Suite G330
 Irvine, CA 92612
 Office: 800.807.1210 Ext 1329
 Direct: 949.442.1329
 eFax: 949.442.1330
JBriggs@BetterHomeRelief.com
www.betterhomerelief.com

-6-517

868 -



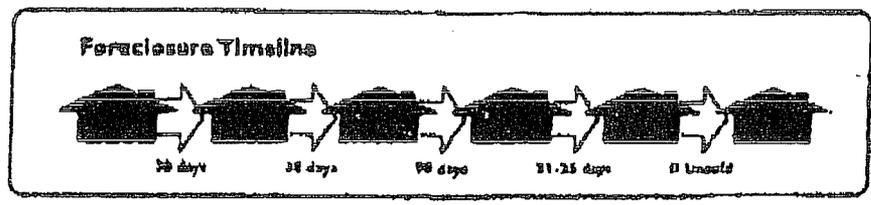
Better Home Relief



Loan Modification Services 2967 Michalson Drive Suite G330 Irvine, CA 92612 www.betterhomerelief.com

INSTRUCTIONS / SUMMARY OF PROCESS

Thank you for choosing Better Home Relief, an attorney backed network, to represent you in your Loan Modification/Loss Mitigation process. Your home is very important to us and we will work with you during this process to secure the best possible result for your financial situation. Over the next 30 to 90 days you will be in contact with several members of our staff who will assist you with the Loan Modification process. One of the most important elements to getting an approval for your Modification is that you fax all the paperwork in a timely manner. We request you work with us as an equal partner and share our 'sense of urgency'.



Retain our Services

Step 1)

In order to retain our services you must sign the retainer agreement, know as the 'Better Home Relief Agreement' and the 'Authorization to Release Information'. In addition, the retainer payment (normally a payment that can be made with your signed authorization on the ACH form) will allow us to start the process right away. We will set up accounting work, open your file and assign you a transition coordinator. Please sign and initial each page of the retainer agreement and sign the ACH check authorization form. These documents can be faxed directly to me at (949) 442-1330. The Better Home Relief Agreement, the 'Authorization to Release Information', and ACH check authorization form MUST be faxed back within three (3) days. We cannot contact your lender without these three documents in our possession.

Prepare Hardship Package for your Lender

Step 2)

A. Return all documents / forms to our office:

All documents/forms requested MUST be faxed to our office as soon as possible. Be sure to include a 'Hardship Letter' explaining the unfortunate circumstances which has caused your financial crises (sample hardship letter are available). Your 'Hardship Letter' should include

details and personal information about your current financial hardship. Typically the banks Loss Mitigation Underwriter will read this letter and will base your approval on your hardship and financial obligation. Please remember that you have retained our services. Better Home Relief is your advocate. In order to effectively modify your loan(s) we need complete and accurate information.

It is imperative that we receive all the requested documentation within 3 business days. The sooner we receive this information the sooner we can begin the modification process. Our goal is to finalize and approve your Modification as soon as possible. This process normally takes between 45 to 80 days assuming we receive your paperwork in a timely manner.

B. Submit Letter or Authorization to Lender:

Once we receive this paperwork, your Authorization to Release Information will be transmitted to your loan servicer. Most loan servicers take 3 to 5 business days to process this authorization. Until your loan servicer has processed your authorization form, we cannot communicate with them on your behalf.

C. Financial Analyst Review:

Our Financial Analyst will review the documentation you have sent and will work with you to define your monthly expenses and obligations. In some cases, your credit report will be pulled to confirm your monthly bills. Lenders do not consider credit report, credit score, or credit worthiness when granting a loan modification. We will perform a comparative market analysis on your home to approximate the current fair market value. This information will be used to negotiate for a possible principal balance reduction on your loan(s). No guarantee is expressed or implied because the final decision to reduce your balance will be made by your lender and not by Better Home Relief.

D. Compliance Officer Review:

Our Compliance Officer will review your loan documents for violations of RESPA or Predatory Lending laws in order to use any violations against the lender as leverage in the negotiation process.

Demand to Lender

Step 3)

After reviewing this information a Demand Letter and Case Summary will be drafted in your file. This will be packaged together with your hardship letter, financial documentation and our

comparative market analysis (current market value of your home) and transmit this information to your loan servicer(s). This process normally involves a secure fax transmission that is imaged into your loan servicer's database. As a result of the overwhelming need for loan modifications, most loan servicers are currently back-logged on this process. Based on our experience your loan servicer will take 5 to 7 business days to image your loan modification request package into their database. During this period of time you will not receive any phone calls from our staff.

Negotiations

Step 4)

995.00

After your modification request package has been submitted to your loan servicer and a full retainer payment has been made negotiations will begin immediately. Once negotiation begins status updates will be sent to you primarily via email or phone calls from a Jr. Processor. If you do not have e-mail we will communicate with you via telephone and mail. Your Negotiator spends the vast majority of their time negotiating with loan servicers. As new developments take place you will be notified. This process can take 30 to 60 days or more to complete. Please understand that this is not because Better Home Relief is sitting on your file. The mortgage crisis has overwhelmed most loan servicers. As your advocate we will push for the best possible solution in your case. As information is received, it will be sent to you. When significant developments take place you will receive a phone call from the negotiation team. Our goal is to successfully resolve your hardship as quickly as possible. Better Home Relief spends on average 20 to 25 hours per loan modification negotiations.

Here are some important keys to a Successful Loan Modification:

- > If you are late on your mortgage the collection department from your loan servicer will continue to call you. Please do not talk to your lender or volunteer any information to them. Just inform them that you have retained loan modification counsel to represent you in this matter and that all inquiries should be directed to Better Home Relief at (800) 807-1210.
- > If you receive a Notice of Default Notice of Intent to Foreclose or a Notice of Trustee sale, it needs to be faxed to me at (949) 442-1330 immediately so I can forward it to the case management department. Please call me to verify your fax was received.
- > Try not to call repeatedly for status on your file this just prolongs the negotiation on your file. Your negotiator/coordinator will call you if they need additional information from you and to keep you informed during the negotiation process. Status calls take time away from preparing client cases and delays the process. Please be open and honest with us - we are here to help you. Knowing all of the facts enables us to best represent you in your financial crisis.



Request ID

02-03-'10 17:45 FROM-

03/11/2009 15:11
03-10-'09 23:30 FROM-

Case #

Better Home Relief



2 of 6

AUTHORIZATION TO RELEASE INFORMATION

Lender: _____ Loan # _____

Lender: _____ Loan # _____

Borrower Name:	Mother's Maiden Name:
Social Security #:	Mother's Maiden Name:
Co-Borrower Name:	Mother's Maiden Name:
Social Security #	
Property Address:	
City: <u>MOUNTAINBURG</u>	State: <u>AR</u> Zip: <u>72946</u>

Please be advised that this is a written permission and authorization to discuss the above referenced mortgage loan account and other related mortgages to Home Relief Services (herein after called the designated agents). I understand that I will be fully responsible for reviewing any information that is provided or sent by my mortgage company to my designated agents. This written authorization will remain affective until I specifically notify my mortgage company in writing that this authorization is no longer valid.

Authorization to Release Credit Information

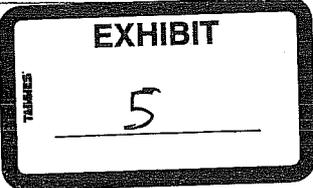
I authorize Better Home Relief LLC and their authorized agents to obtain a credit profile through a credit bureau. The undersigned, jointly and severally, represent and warrant to the above mentioned companies that the information submitted in this personal financial statement, questionnaire and financial statement scheduled is true, correct and complete in all material respects. The information and documentation provided does not omit any material fact or matter that makes the information or documentation presented misleading.

Borrower

Date: 3-11-09

~~Co-Borrower~~

Date: _____



Better Home Relief

Case # :



3 of 6

\$1000.00

Payment Option and Authorization

Credit Card

I, _____ authorize Home Relief Services, LLC to charge my credit card one time in the amount of \$1000 as evidenced by my/our signature(s) and credit card information.

[Signature]

Full Billing Address (include Zip code): PO. BOX
MOUNTAINBURG AR 72946

Credit Card Information: Visa, M/C, American Express (Please circle one)

Card Number
(front 4 numbers)

Expiration Date

CVV
CVV Code (3 digits on back) (if AMEX, need

(X)

6

Attorneys Law Group
8 Corporate Park Drive, Suite 300
Irvine, CA 92606

4 of 6

800.501.9321

www.attorneylawgroup.com

Payment Option and Authorization

Credit Card

I, _____, authorize Attorneys Law Group to charge my credit card one time in the amount of \$195
as evidenced by my/our signature(s) and credit card information.

(name on card) *former name*

Full Billing Address (include zip code): *PO Box*
Maristanding, AL 36046

Credit Card Information: Visa M/C American Express (Please circle one)

Card Number
front 4 numbers

Expiration Date

CVV
CVV Code (3 digits on back) (if AMEX, need

Attention:
000

~~Loan #~~ Loan #



Better Home Relief

www.BetterHomeRelief.com



To:	From: VICTOR DYRE
E-Mail:	Pages:
Phone: (501)	Date: 2/12/2009
Fax:	CC:

Urgent For Review Please Comment Please Reply

● **Comments:**

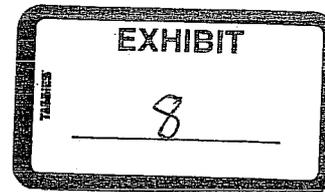
Please feel to contact me with any questions or concerns you might have.

Thank you

Office - (888) 541-5860 / Secure Fax -(800) 949-1784

Thank you for choosing Better Home Relief for your loan modification and loss mitigation needs. In order to expedite your process, we are requesting the following documents to successfully mitigate your situation. These documents are critical to our success!!

Loan



Better Home Relief

www.BetterHomeRelief.com

How Does It Work?

Better Home Relief will sit down with you and review the alternatives available to allow you to keep your home. The key to avoiding foreclosure is action! Through open communication with our loss mitigation / loan modification specialists, we can try to help you cure your mortgage default without foreclosure. In general, there are four options available to a homeowner in distress:

- 1) Forbearance/Formal Forbearance: A Forbearance Plan is a repayment agreement between you and your lender. We will review documentation supporting your monthly income and expenses. We will develop a plan and place a proposal in writing, providing for payment of one full monthly payment and a portion of the delinquent amount due on your account. The objective of the plan is to allow you to cure your default over a period of time, reinstating your mortgage, while allowing you to maintain your normal monthly living expenses.
- 2) Modification: In certain circumstances, an investor may allow us to add the delinquent amount to your loan balance or temporarily reduce the interest rate as well as your principal amount to assist you in curing the default and restoring your credit status.
- 3) Short Sale/Pre-Foreclosure Sale: Better Home Relief frequently works with homeowners who due to a change in employment or other life event(s), can no longer afford their home. The decision to sell your home under these circumstances is difficult; in addition, fluctuation in real estate markets may leave you in a situation where you have little or no equity - or even a loss upon the sale of your home. A short-sale occurs when you owe more than your home is worth. Better Home Relief may -- with permission from the investor -- assist in the sale of your home under these circumstances in which the investor (mortgage holder) agrees to accept net sales proceeds as full payoff. Investor approval is based upon your financial situation and the current market value of your home.
- 4) Deed in Lieu of Foreclosure: In the event you have decided you can no longer afford your home and do not want to go through marketing efforts or foreclosure, you may voluntarily return the property to the investor. Better Home Relief would need to verify all lien-holders on the property and we would need a walk-through inspection of the property.



Loan

Better Home Relief

www.BetterHomeRelief.com

Documents

Additional information and documentation may be required, depending on the services we provide for you and your home. Please keep in mind that this letter does not constitute a commitment or approval for assistance. Normal collection proceedings, up to and including foreclosure, will continue during the reviewing process. Therefore, we recommend that you provide Better Home Relief with any required documents or financial information as soon as possible so that we can expedite your file.

What Foreclosure Means To You

Many people believe that once foreclosure begins, all hope of remaining in the home is gone. Nothing could be further from the truth. **IT IS STILL POSSIBLE TO SAVE YOUR HOME AT ANY POINT THROUGHOUT THE FORECLOSURE PROCEEDINGS.**

Please don't panic just because you have received a Notice of Default – plenty of options remain. The critical factor in determining whether or not you will be able to save your home is to act quickly – before it really is too late to do anything.

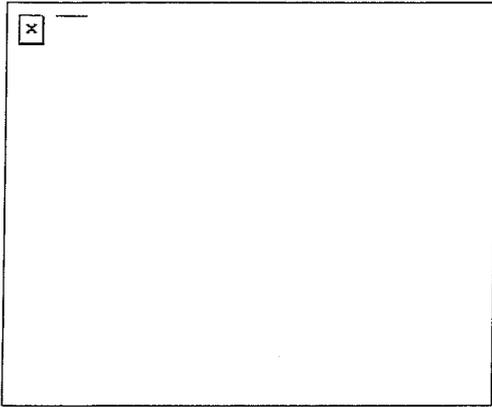
What If Foreclosure Hasn't Started Yet?

If your mortgage payments have become difficult, even if you're not yet late or in foreclosure, then it is time to act. If you are suffering a hardship due to your loan recasting (payments are too high), loss of employment, death of a relative, reduction of income, illness or any other unexpected event, we want to find a way to help you – whatever your situation – and if we can make an adjustment to your mortgage before late payments, notice of defaults, and the like, then it is better for all parties concerned.



Better Home Relief

www.BetterHomeRelief.com



Please forward the requested documents listed above to your loan counselor or underwriter as soon as possible. Within 24 hours of receiving your completed application package, I will process your information and our client services rep will give you a call to confirm the receipt of these items. To insure faster service, please fax back the required documents.

If you have any questions, please do not hesitate to call us at (800) 807 - 1210

Available Nationwide

Are you up at night, worrying because your adjustable rate mortgage is going to reset and you can't afford the new payment? Maybe you owe more than your house is worth? Or you're unable to get a new loan because your credit is bad? Maybe you're 30/60/90 days late on your mortgage. Or perhaps foreclosure proceedings have already begun!

You Don't Have To Lose Your Home

Better Home Relief can help you, like we've helped thousands of others in similar – or even worse – circumstances. Our company specializes in helping people find alternatives to foreclosure and the loss of their home. Our objective is to make sure that you realize no matter how bad your situation might be, foreclosure may be avoided if you take prompt action. Together, we may be able to resolve your delinquency without a foreclosure sale of your home. We have the skill and expertise to give you the greatest chance at getting the results you need.



What We Bring To the Table for You

We bring our vast experience and expertise to secure you a real solution to a challenging and stressful situation. We can provide the following services:

- ADJUSTMENT, ELIMINATION OR REPAYMENT PLANS ON ANY DELINQUENT OR PAST DUE BALANCES
- LOAN BALANCE AMOUNT TO BE LESS THAN CURRENT LOAN
- CONVERTING A LOAN TO A LONGER FIXED TERM
- REDUCING THE CURRENT AND FUTURE RATE OF INTEREST CHARGE AND MONTHLY PAYMENTS
- CURRENT STATUS ON CREDIT REPORT TO ALL THREE (3) AGENCIES.
- NEGOTIATE DEED IN LIEU WHEN NECESSARY
- NEGOTIATE SHORT SALE WHEN NECESSARY

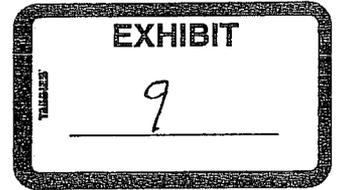


loan #

Better Home Relief

www.BetterHomeRelief.com

REQUIRED DOCUMENTS / FORMS



- Borrower / Co-Borrower's Contact Information *
 - Employment Information Form *
 - Mortgage Information Form *
- Proposed Loan Modification Form *
 - Financial Worksheet *
 - Hardship Letter Form *
- Better Home Relief Agreement (Contract) *
- Authorization to Release Information *
- Authorization Agreement for Direct Payments (ACH Debits)*
- Recent Mortgage Statement (Both loans if applicable)

* These forms have been provided in this packet and should be completed, signed and returned along with your supporting documents required below.

INCOME VERIFICATION

- Your 2 most recent Pay Stubs, reflecting year to date earnings and base salary (Both borrower and co-borrower if applicable)
 - A copy of your last year's Tax Returns
- W-2's for salaried employee or 1099's or 1040's and all schedules for self-employed (Both borrower and co-borrower if applicable)
- If applicable, Social Security, Pension, Child Support or Disability Award Letter.

ASSET VERIFICATION

- Your 2 most recent months Bank Statements on all Checking and or Savings Accounts (All Pages)
- If a member of a 401(K), Deferred Compensation Plan, or PERS/STRS, please include a copy of your most recent statement.



Better Home Relief

www.BetterHomeRelief.com

Borrower / Co-Borrower's Contact Information

Borrower Information

First Name:		Last Name:	
Mailing Address:	. jacksonville, AR		
Property Address:	. jacksonville, AR		
Phone:	(501)	Fax:	
Work Phone:	(501)	Cell Phone:	(501)
Email:			

Modification Forms Initials _____ / _____



Better Home Relief

www.BetterHomeRelief.com

Employment Information

	Borrower	Co-Borrower
Employer		
How long?		
Job Title		
Years at Address		
Gross Income/Salary Monthly		
Other Gross Income		
Child Support		
IRA's, SEPS & KEOGHS		

Veterans Benefits	NONE	
Unemployment Benefits	NONE	
Disability Benefits	NONE	
Commissions, Tips & Retirement	NONE	
Alimony	NONE	
Interest Income	NONE	
Social Security	NONE	
Pension, Annuities, Retirement	NONE	
Royalties/Residuals	NONE	
Other	NONE	
Other	NONE	
Total		0
Total		

Modification Forms Initials



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www.BetterHomeRelief.com

Mortgage Information

Current Loan 1st Trust Deed (Please provide any information you have)

Mortgage Company		Account #	1
Customer Service Phone #		current Balance #	
Monthly Mortgage Payment		Impounds	
Taxes Per Month		Insurance	
Current Interest Rate		Fixed/ARM/OA	
Recast Date		Recast Rate	
Delinquent Amount			
Notice of Default (NOD)		Sale Date	
Is the property vacant?			

Have you previously negotiated a repayment plan with this lender?	<i>no</i>	If yes, when?	
Did you complete the repayment plan?		What happened?	
Current Loan 2nd Trust Dead (If applicable)			
Mortgage Company	<i>ASC</i>	ESC	Account #
Customer Service Phone #	<i>501-</i>		current Balance #
Monthly Mortgage Payment			Impounds
Taxes Per Month			Insurance
Current Interest Rate			Fixed/ARM/AM
Recast Date			Recast Rate
Delinquent Amount			
Notice of Default (NOD)			Sale Date
Have you previously negotiated a repayment plan with this lender?	<i>no</i>	If yes, when?	
Did you complete the repayment plan?	<i>no</i>	What happened?	

Modification Forms Initials /



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Proposed Loan Modification

	1st T.D.	2nd T.D.
Maximum affordable payment per customers request		
Plus Tax:		
Plus Insurance:		
Total:		0
Ideal Term:		
Ideal Rate:		
Principle balance required to meet client's request:		
Less Original Principal balance before request is made		

I / We can manage a monthly payment of \$ 850 without a hardship. Any higher monthly payment than \$ 850 per month, and I / We will be forced to either sell or lose my home.

Borrower: _____ Date _____

Co-Borrower: _____ Date _____

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Financial Worksheet

Please be as detailed as possible

Description	Estimated Value	Description	Monthly Payment	Balance Due	Description	Monthly Payment	Balance Due
Home		1st Mortgage Payment			ChildCare/Support		
Other Real estate		2nd Mortgage Payment	—		Alimony/Child Support		
Automobile		Homeowner's Insurance			Medical/Rx Expense		
2nd Automobile		Other Mortgage			Medical/Dental/Life/Disability		
Checking account		Real estate Taxes	—		Student Loan		
Savings		Auto gas, Maintenance Parking			Credit Card		
Ira Account		Insurance-Auto			Credit Card 2	—	
401K/ESOP Account		Automobile Loan 1	—		Credit Card 3	—	
Stocks Bonds, CD's		Automobile Loan 2	—		Dry Cleaning		
Other Investments		Utilities/Phone/Cell/Internet			Food/Toiletries		
		Utilities/Water/Trash			Other		
		Utilities/Electric			Tithing		
		Utilities/Cable			Personal Loan		
		Utilities/Gas			Pet Expenses		
		Dues					

PLEASE! It is your responsibility to furnish this information needed for work to begin and to successfully complete your modification with the best results!

Borrower Signature _____

Co-Borrower Signature _____

Date _____

Date _____

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Hardship Letter

Borrower First Name:		Borrower Last Name:	
Borrower Address:		Borrower Email:	
Borrower City, state,zip:	jacksonville, AR		
Borrower Phone:	501	Borrower Fax:	
Borrower Work Phone:	501	Borrower Cell Phone:	501

Please briefly explain your hardship or reason for being Delinquent:
Mortgage lender

It is extremely important that your lender fully understands your current financial situation and the hardship you are experiencing. Please complete this form by checking the appropriate reason or reasons for your hardship (a form is provided on the following page for more detailed explanation). If you have documentation that supports your explanation, please include it with this form when you return it to us.

I am having trouble making my monthly payment due to financial difficulties

I believe my situation is: Temporary, permanent
My financial difficulties are the result of (check all that apply):

Unemployment (Start Date: , End Date:)
Explain: _____

Excessive financial responsibilities:
Explain: _____

ILLNESS (Start Date , End Date:)
Explain: _____

Reduction in Income (Start Date: , End Date:)
Explain: _____

Death (Date of Death)
Explain: _____

Other
Explain: _____

Borrower Signature _____

Co-Borrower Signature _____

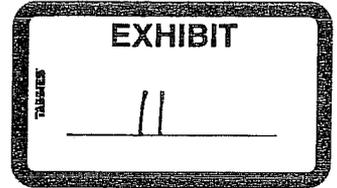


Loan

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Better Home Relief Agreement



Better Home Relief, ("BHR") offers counseling for homeowners, whose properties are threatened by foreclosure, with regard to exploring and/or negotiating options and alternatives to avoid foreclosure. The goal of the BHR Pre – Foreclosure Counseling Program is to provide as many available options as possible for the homeowner to choose from to cure or avoid a default before their property is sold, and to assist the homeowner in choosing the option that is best suited to their particular circumstances.

By signing this document, the undersigned customer, _____ ("Client") and BHR are entering into a binding agreement (the "Contract") for the provision of BHR consulting services, with respect to the default and/or foreclosure proceedings affecting the Client's property located at:

Street Address: .
City, State, Zip Code: jacksonville, AR'

(Hereinafter referred to as the "Property"). BHR and Client (hereinafter referred to individually and collectively referred to as the "Party," or "Parties," respectively) hereby agree to the following terms respecting the provision of BHR's service:

1. Purpose. Client hereby retains BHR to prepare a plan for helping the Client acquire and analyze proposed solutions that are acceptable to Client and Client's mortgage lender that will provide Client the opportunity to cure the Client's mortgage default and/or foreclosure. All such BHR services shall be performed out of BHR's offices at the address noted above.
2. Retainer. In consideration for the services provided by BHR under this Contract, Client agrees to pay BHR the sum of \$_____ ("Retainer"), which shall be paid by Client in a lump sum, upon execution of this Contract. Client acknowledges that the Retainer is intended to cover BHR's costs and labor in performing its services under this Contract and that no portion of the Retainer is intended to be used for, nor shall it be applied towards payment of any portion of the Client's mortgage indebtedness or as any part of the Client's foreclosure Rescue plan. Client acknowledges that BHR is not, and shall not be responsible for Client's inability to raise any monies that may be required to be paid by Client in order to qualify or perform under any foreclosure Rescue option that BHR may procure for Client.
3. Cancellation. Client may cancel this Contract with thirty (30) days written notice to BHR. Cancellation of this Contract prior to BHR's completion of services may result in a waiver or revocation of Client's right to receive a refund of any of the fees paid to BHR, pursuant to Paragraph 8 of this Contract.
4. Credit Report. Customer specifically authorizes BHR to obtain a credit report if, in BHR's opinion and discretion, determines that such a report will be useful in assisting BHR to perform its duties under this Contract.

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5. **Limitations.** BHR cannot guarantee that Client will cure his or her mortgage default and/or that the Client will avoid foreclosure. Under no circumstances will BHR be responsible for the loss of the Client's home. BHR's liability, if any, to the Client shall not exceed the total of the fees paid by Client to BHR pursuant to this Contract.
6. **Legal Advice.** Should BHR be unsuccessful in obtaining a proposed foreclosure/delinquency solution that is acceptable to both Client and Client's mortgage lender, BHR may, at its option and at the request of the Client, refer Client to legal counsel for the purpose of providing Client with advice regarding protection under Federal or State bankruptcy laws, and/or other options to protect the Client's assets. Customer acknowledges that he or she is under no obligation to contact, speak to or retain any attorney referred to Client by BHR and that Client is free to seek the advice of an attorney of their own choosing. BHR represents that it does not and will not receive any fee or compensation of any kind from any attorney to whom BHR may refer the Client, and the Client agrees that BHR shall not be responsible or liable in any way for any claims, damages or causes of action suffered or incurred by the Client arising out of Client's following the advice or recommendations of any attorney referred to the Client by BHR. Client further consents to the release of Client's confidential information to any attorney that Client has authorized BHR to contact on the Client's behalf. Client acknowledges that the Client alone is responsible for the accuracy of any information provided to BHR by the Client and/or by BHR to legal counsel and that BHR does not and cannot warrant the accuracy of said information.
7. **Guarantee.** Except as otherwise provided in this Contract, BHR guarantees that it will obtain a proposal for Rescue of the Client's mortgage loan default from Client's mortgage lender, provided that the Client has complied, within the time periods set forth in this Contract, with all of Client's duties and obligations under this Contract, including, without limitation, all information requests made to Client by BHR, and that all such responses are complete and accurate. BHR's guarantee is limited to a refund of the fees paid by the Client to BHR, as provided in Paragraph 11 of this Contract.
8. **Timing.** Time is of the essence with respect to the negotiation for the Rescue of the Client's mortgage, accordingly, Client agrees that it shall respond to all information requests received by Client from BHR, after the first 48 hours following the Client's execution of this Contract, within three (3) calendar days from the date that the request is delivered to Client (whether such request is made via telephone conversation or message, e-mail or facsimile transmission). In the event that BHR's information request is made by regular mail (via the United States Postal Service) only, Client shall respond to such request within five (5) days of the date of such request. A breach of this provision by the Client shall result in a revocation of the guarantee provided in Paragraph 5 of this Contract.

Modification Forms Initials _____



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9. Client communication. Many of BHR's communications with Client will be made via e-mail, due to the speed and efficiency of such communications (provided that the Client has provided BHR with an e-mail address upon execution of this Contract). Accordingly, the Client agrees to provide BHR with an e-mail that Client can access on a no less than daily basis (provided that Client has an e-mail address) and that Client will check Client's incoming e-mail no less than once per day to determine if any information requests or updates have been received by Client within the prior 24 hours. Client waives any liability on the part of BHR resulting from or arising out of the Client's failure to receive any information or request from BHR (or Client's delay in responding to the same) in the event of the Client's failure to comply with this provision. Upon Client's execution of this Agreement, Client shall designate what manner of delivery of documents to Client that Client wishes BHR to use (i.e., fax, email, or regular mail (via United States Postal Service, etc.)). BHR shall deliver to Client (via Client's chosen method of delivery) a set of forms (and completion regarding the same), immediately upon Client's execution of this Contract. It shall be the Client's responsibility to return all fully completed forms to BHR within 24 to 48 hours of BHR's delivery of same. Better Home Relief will package and arrange Client's information in whatever manner or order deemed by BHR to be most effective for the purpose of BHR's negotiations with Client's mortgage lender. BHR shall not be deemed to have been retained until BHR has received this signed Contract, Client's fully completed forms, and the retainer fee due under Paragraph 2 of this Contract. BHR shall be under no obligation to perform services under this Contract until it has been retained.
10. **Refund. In the event that the Client has complied with all of his or her obligations hereunder and BHR is unable to obtain any proposal from the Client's mortgage lender, including a repayment plan or postponement or cancellation of Trust Deed sale, for Rescue of the Client's default, then BHR shall refund all service fees received by BHR from Client under this Contract except for \$995 processing fee. Client's right to receive a refund of fees shall be forfeited in the event of any of the following: REFUND WILL BE PAID WITHIN 10 BUSINESS DAYS OF REQUEST.**
- a. **The Client's failure to fully, completely and timely perform all of the Client's duties under this Contract, or if the actions or inaction of Client hinders or delays BHR's performance;**
 - b. **BHR's determination that any of the information provided to BHR by the Client is false or untruthful; however, BHR may, at its option, relieve the Client of such a breach if it is further determined that the Client's delivery of such false or incorrect information was due to the innocent mistake of the Client;**

Modification Forms Initials' _____



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- c. **Client's failure to make initial contribution/down payment required by the Client's mortgage lender(s) within the time specified by said lender;**
- d. **Client's cancellation of this Contract before the date that BHR has completed its negotiations with the Client's mortgage lender, or sixty (60) days from the date that Client executes this Contract and has provided all of the information requested of Client by BHR.**
- e. **BHR is able to negotiate a repayment plan with the lender or postpone or cancel the Trust deed sale, with exception for sales within 7 business days (case by case) of entering into contract with appropriate documentation.**
- f. **BHR is able to negotiate with the lender/real estate agent working on the property that has been sold (trust deed sale) for more time in the property (30-60 days).**

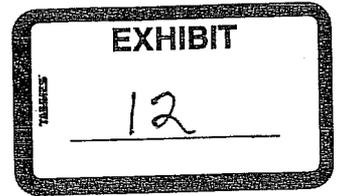
REFUND WILL BE PAID WITHIN 10 BUSINESS DAYS OF REQUEST.

- 11. **Exclusive Authority.** BHR shall have full and exclusive authority to determine the negotiation strategy and to perform all negotiations with Client's mortgage lender and Client waives any and all claims against or liability on the part of BHR based upon any decision made by BHR in the exercise of such discretion and authority. Client agrees that, from the date of execution of this Agreement, the Client shall not communicate with Client's mortgage lender regarding any discussions, negotiations or offers related to the resolution or cure of the Client's mortgage default or delinquency. Said prohibition shall continue until such time that BHR has completed its negotiations with the mortgage lender, the Client has accepted a proposal from the Client's mortgage lender and the foreclosure process has been stopped or rescinded, or until the date of termination of this Contract, whichever occurs sooner. A breach of this provision by the Client shall result in a revocation of the guarantee provided in Paragraph 6 of this Contract.
- 12. **Notice of Foreclosure.** Client shall notify BHR of Client's receipt of any notice of default or foreclosure sale within twenty-four (24) hours of Client's receipt of same, including the date, if any, of any noticed sale of the Property. Should the Client fail to so notify BHR of Client's receipt of either of the aforementioned notices within 24 hours affect BHR's ability to obtain a foreclosure Rescue proposal for the Client, or result in an inability of BHR to stop the foreclosure sale of the Property, then said failure of the Client to comply with this provision shall result in a revocation of the guarantee provided in Paragraph 6 of this Contract.
- 13. **Indemnification.** Client shall indemnify, defend and hold Company harmless against any claims, judgments, damages or cause of action brought or obtained against Company arising out of or related to the inaccuracy of any information provided by the Client to the Company and used by the Company in the performance and/or furtherance of the Company's performance under this Contract.



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AUTHORIZATION TO RELEASE INFORMATION

Lender: _____ Loan # _____

Lender: _____ Loan # _____

Borrower Name: _____		Mothers Maiden Name: _____	
Social Security # _____			
Co-Borrower Name: _____		Mother's Maiden Name: _____	
Social Security #: _____			
Property Address: _____			
City : jacksonville	State: AR	Zip _____	

Please be advised that this is a written permission and authorization to discuss the above referenced mortgage loan account and other related mortgages to Better Home Relief (herein after called the designated agents). I understand that I will be fully responsible for reviewing any information that is provided or sent by my mortgage company to my designated agents. This written authorization will remain effective until I specifically notify my mortgage company in writing that this authorization is no longer valid.

Authorization to Release Credit Information

I authorize Better Home Relief, LLC and their authorized agents to obtain a credit profile through a credit bureau. The undersigned, jointly and severally, represent and warrant to the above mentioned companies that the information submitted in this personal financial statement, questionnaire and financial statement scheduled is true, correct and complete in all material respects. The information and documentation provided does not omit any material fact or matter that makes the information or documentation presented misleading.

Borrower _____

Co-Borrower _____

Date: 2/12/09

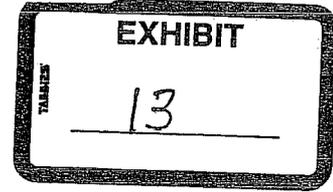
Date: _____

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Authorization Agreement for Direct Payments (ACH Debits)

In consideration of the goods, products and/or services provided to me by Better Home Relief, as listed above, I hereby authorize Client Services, to initiate a debit entry to my account indicated below at the depository financial institution named below, hereinafter called Depository, and to debit the same to such account for the amount listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

___ Checking Account ___ Savings Account (select one only)

Depository bank Name _____

City JACKSONVILLE _____ State AR _____

Routing Number _____ Account Number _____

Amount: \$ 2495 _____

Please use the check number from the next check in your checkbook for your payment, then write void across this check in your checkbook and enter this payment into your check register for your records.

Name _____ Driver License Number _____

Date 2/12/09 _____ Signature _____

L

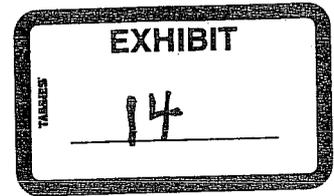
|

Modification Forms Initials _____

(800) 501-9321

ALG
Attorneys Law Group

101 Pacifica, Suite 100
Irvine, CA 92618



August 5, 2010

Jay Drake
Securities Examiner
Heritage West Building, Suite 300
201 East Markham Street
Little Rock, AR 72201-1692

Re: Loan Modification Activity in Arkansas

Dear Mr. Drake:

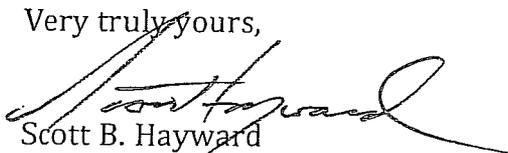
I am in receipt of your letter dated July 21, 2010. In response, I want to outline the activities of Attorneys Law Group as it relates to doing any loan modification business in the state of Arkansas.

First of all, Attorneys Law Group ceased doing business in July 2009 and since then has not sent any solicitations for loan modifications or any other services to any persons in the United States. Prior to that time, to the best of our knowledge, our records indicate that Attorneys Law Group did not solicit any person in the state of Arkansas. After a thorough review of our client records, there are no residents of the state of Arkansas served by Attorneys Law Group in any capacity.

Therefore, if Attorneys Law Group made any solicitations to any residents of the state of Arkansas it was entirely in error. Furthermore, since Attorneys Law Group is unaware of any residents of Arkansas being clients of the firm, it would be impossible for the firm to have violated FMLA.

If you have any questions, please contact me at 949.379.3200.

Very truly yours,

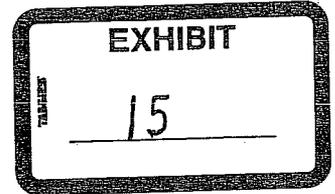

Scott B. Hayward

RECEIVED
10 AUG -9 AM 8:44
ARKANSAS SECURITIES DEPT.

Scott B. Hayward
Attorney at Law
12612 Lemona Lane
Santa Ana, CA 92705
949.480.1767
scott@haywardlawgroup.com

RECEIVED
11 MAR -2 AM 7:46
ARKANSAS SECURITIES DEPT.

February 24, 2011



Scott S. Freydl
Attorney Specialist
Heritage West Building, Suite 300
201 East Markham Street
Little Rock, AR 72201-1692

Re: Loan Modification Activity in Arkansas

Dear Mr. Freydl:

Just today I received your letter dated January 21, 2011. As I have done before in my letter to you of August 5, 2011, I outlined the activities of Attorneys Law Group as it relates to doing any loan modification business in the state of Arkansas. In that letter I stated:

"First of all, Attorneys Law Group ceased doing business in July 2009 and since then has not sent any solicitations for loan modifications or any other services to any persons in the United States. Prior to that time, to the best of our knowledge, our records indicate that Attorneys Law Group did not solicit any person in the state of Arkansas. After a thorough review of our client records, there are no residents of the state of Arkansas served by Attorneys Law Group in any capacity.

Therefore, if Attorneys Law Group made any solicitations to any residents of the state of Arkansas it was entirely in error. Furthermore, since Attorneys Law Group is unaware of any residents of Arkansas being clients of the firm, it would be impossible for the firm to have violated FMLA."

Contrary to what you may believe, I have NO RECORDS of any persons either solicited or served by Attorney's Law Group who was a resident of the state of Arkansas. Now, if you have someone you know who has been solicited by Attorney's Law Group, then I suggest you identify them to me so I can do further research. The company has Closed and any information you could give me as to who you believe was harmed by our company, then please produce it. There is nothing further I can do to provide you with relevant information as there is none.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott Hayward".
Scott B. Hayward