12CV013284

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE

COUNTY OF WAKE 2012 SEP 21 AM 10: 56 SUPERIOR COURT DIVISION

WAKE COUNTY, C.S.C. FILE NO.:

BY

STATE OF NORTH CAROLINA, *ex rel.* ROY COOPER, Attorney General, Plaintiff, v. TIDEWATER FINANCIAL SOLUTIONS, LLC, and ELAINE M. MADEJ, individually and in her capacity as Manager of Tidewater Financial Solutions, LLC, Defendants.	**COMPLAINT**

I. INTRODUCTION

Plaintiff State of North Carolina, by and through its Attorney General, brings this action against defendants Tidewater Financial Solutions, LLC ("Tidewater") and Elaine M. Madej, ("Madej") pursuant to North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, and the Unfair and Deceptive Practices Act, N.C. Gen. Stat. § 75-1.1, seeking preliminary and permanent injunctive relief, consumer refunds, statutory civil penalties, costs, and other appropriate relief.

II. PARTIES

1. Plaintiff is the State of North Carolina ("the State"), acting on relation of Attorney General Roy Cooper, pursuant to authority granted in Chapters 14, 75, and 114 of the General Statutes.

2. Defendant Tidewater is a North Carolina limited liability company which was formed on February 25, 2010. Tidewater's principal place of business is in Wilmington, North Carolina, and on information and belief, Tidewater's current mailing address is 5019 Carolina Beach Road, Suite 201, Wilmington, North Carolina.

3. Defendant Madej is a resident of Carolina Beach, North Carolina. At all times relevant hereto, Madej was the president and manager of defendant Tidewater. Madej has directed, managed, and is responsible for, the illegal acts of defendant Tidewater in North Carolina.

III. FACTUAL ALLEGATIONS

4. Since at least 2010, the defendants have purported to offer mortgage loan modification and foreclosure prevention services – which the defendants call the "Mortgage Menders program" – to financially distressed homeowners who are having difficulty making their mortgage loan payments, and who may be faced with foreclosure of their homes.

5. The defendants represent that they act as an intermediary between homeowners and homeowners' mortgage lenders or servicers, and that the defendants will negotiate with homeowners' lenders or servicers on the homeowner's behalf. Tidewater's website, http://www.tidewaterfinancialllc.com/about.htm, as of late July 2012, stated:

> Using existing modification programs, our goal is to act as a liaison between you and your lender, negotiate terms on your behalf, and help you to keep your home.

6. The defendants represent that they have specialized experience and expertise in negotiating with homeowners' mortgage lenders or servicers that purportedly enables the defendants to obtain favorable loan modifications, which will allow financially distressed homeowners to remain in their homes and avoid foreclosure. As set forth in the affidavit of consumer Diana Paluck, which has been filed with the State's Complaint, defendant Madej represents that she has years of experience in the mortgage business, as well as personal and professional contacts, that allow her to help distressed homeowners negotiate loan modifications with mortgage lenders or servicers that provide for a lower interest rate and lower monthly payments.

7. In addition to their mortgage loan modification services, and as part of those services, the defendants have purported to offer homeowners a "Forensic Mortgage Loan Document Audit." Through this "Forensic Audit," the defendants purport to provide a "[f]ull review of your mortgage documents for lender violations of State and Federal lending laws," and promise to provide such "full report within 7 to 10 business days." The defendants maintain that this "Forensic Audit" is a "corner stone for any lender negotiations." The defendants' website has stated:

> Industry experts believe up to 85% of mortgage documents contain major Truth in Lending Act, RESPA, and Predatory Lending and Real Estate/Mortgage Fraud violations, document errors, usury violations, excessive points/fees, excessive ARM Adjustments, predatory lending, misrepresentations and misleading disclosures.
>
> The Forensic Mortgage Loan Document Audit will allow you to show your lender the Federal violations in your loan documents. By using this audit as leverage with your lender, we believe you will receive [sic] better deal. This works whether you are selling your home. Or want to stay in your home.

A copy of the defendants' website with the foregoing description of the defendants' "forensic audit" services as of late July 2012 is attached hereto as Exhibit 1.

8. Upon information and belief, the defendants' claims that they can perform a "forensic audit" of homeowners' mortgage loan documents to accurately and comprehensively identify lenders' violations of federal and state lending laws are false. Defendant Madej is not an attorney. Upon information and belief, the defendants have no legal training that enables them to identify violations of complex federal and state lending laws, which is a highly specialized area of legal practice.

9. Upon information and belief, the defendants have no colorable basis for their claim that "up to 85% of mortgage documents" contain "major" violations of federal and state lending laws that provide homeowners with considerable leverage over their lenders in loan modification negotiations. Such unsubstantiated claims by the defendants are misleading and false.

10. In addition to the defendants' website advertising, some homeowners have learned of the defendants' services by word-of-mouth. When a homeowner contacts the defendants, the defendants typically arrange a meeting with the homeowner at the defendants' office in Wilmington to discuss the homeowner's mortgage situation.

11. When the defendants meet with homeowners, the defendants often assure the homeowner that the defendants can assist the homeowner in obtaining a favorable loan modification, regardless of the homeowner's particular mortgage situation, and that the defendants can prevent foreclosure on the homeowner's home.

12. In some instances, the defendants have instructed homeowners to stop making payments to their mortgage lenders or servicers, and to refrain from any contact with their

mortgage lender or servicer, instead instructing the homeowner that the defendants will "handle" or "cover" all discussions or negotiations with the homeowner's lender or servicer. In reliance on these assurances, many of the defendants' customers have ceased all communications with their mortgage lenders or servicers, and some have stopped making their mortgage payments.

13. The defendants charge homeowners considerable fees for the defendants' purported loan modification services. The defendants' fees vary, but they often include an initial fee of $199, as well as a program fee of $500 or more, for a total of $700. Upon information and belief, in some instances, the defendants have charged homeowners up to $1000 for their services.

14. In almost all instances, the defendants have collected at least a portion of their fees in advance, prior to beginning the performance of any purported services on behalf of homeowners. In some instances, the defendants have collected their entire fee prior to the full performance of their purported loan modification services, and prior to homeowners' receiving any loan modification or other services.

15. After meeting with a homeowner to discuss the homeowner's particular mortgage loan situation, in most instances, the defendants continually represent that they are working on consumers' loan modifications, thereby leading consumers to believe that the defendants are actively working to modify their mortgage and prevent foreclosure on their homes.

16. On information and belief, in many instances, the defendants fail to obtain favorable loan modifications for homeowners, and some homeowners have lost their homes to foreclosure, despite the defendants' assurances to the homeowners that they would not lose their homes.

17. As a result of the defendants' frequent failure to obtain favorable mortgage loan modifications, many consumers lose much-needed monies that could have been used to pay their mortgage lenders or to provide for their families in a time of financial distress. Further, as a result of the defendants' misleading representations that they are "handling everything" and that consumers should not be concerned about delays, consumers lose critical time and forego options that could have been used to actually and more effectively address their foreclosure situation. Legitimate and meaningful loan modification and foreclosure assistance counseling is available at no cost from HUD-certified non-profit agencies throughout North Carolina, and nationally.

18. The affidavits of consumer victims Eulogio de la Cruz and Diana Paluck, which have been filed with the State's Complaint, illustrate the defendants' practices, and, upon information and belief, their experiences are common among consumer victims of the defendants.

19. Mrs. Paluck lives in Burgaw, North Carolina. In late 2010, her husband's hauling business began to struggle, and she and her husband had difficulty making their mortgage payments. Around this time, Mr. Paluck heard about defendant Tidewater from an acquaintance. In February 2011, Mr. and Mrs. Paluck met with defendant Madej at Tidewater's office to discuss their mortgage situation. Defendant Madej assured them that she would contact their lender and find a solution to their mortgage difficulties, and that they would not lose their home.

20. At the meeting, defendant Madej informed Mr. and Mrs. Paluck that they would have to pay defendant Tidewater $199 to "open their account." They paid the money to Tidewater that day.

21. Defendant Madej instructed Mr. and Mrs. Paluck that they did not need to make their mortgage payments while their application for a loan modification was pending with their

lender, which was Wells Fargo. Based on defendant Madej's instructions, the Palucks stopped making their mortgage payments.

22. Over the next seven to nine months, the defendants repeatedly assured the Palucks that they were "working on" a loan modification for them, and that they should not worry about losing their home.

23. In the fall of 2011, defendant Madej informed Mr. and Mrs. Paluck that they needed to pay the defendants an additional fee of $500 before they could obtain a loan modification, but she assured them that the loan modification was forthcoming. Based on defendant Madej's assurances, Mr. and Mrs. Paluck paid this fee to the defendants in three installments of $175.

24. Because of their growing concerns about the defendants' failure to obtain a loan modification for them and because they were worried about losing their home, Mr. and Mrs. Paluck consulted with an attorney who advised them to file for Chapter 13 bankruptcy, which they did.

25. Several months after Mr. and Mrs. Paluck filed for bankruptcy, in February 2012, defendant Madej informed them that their loan modification was approved and "in underwriting."

26. By the end of March 2012, however, Mr. and Mrs. Paluck still had not received a loan modification. At that time, Mrs. Paluck repeatedly asked defendant Madej for a refund, but the defendants refused to issue a refund.

27. In May 2012, Mr. and Mrs. Paluck moved out of their home because they expected foreclosure proceedings to be filed, and they feared that if they did not leave their home voluntarily, a sheriff would soon serve them with an eviction notice.

28. Mr. De La Cruz, another customer of the defendants, lives in Wilmington, North Carolina. Mr. De La Cruz owns a marble and granite installation business, and in 2000, he purchased a small home for himself and his family. In 2009, his business struggled due to the economic downturn, and he laid off seven of his business' nine employees, leaving only himself and his assistant.

29. In late 2009, he contacted his mortgage lender, Bank of America, requesting a loan modification so that he could keep his home. Initially, Bank of America refused because Mr. De La Cruz was current on his mortgage. By April 2010, Mr. De La Cruz had fallen five months behind on his mortgage. When Mr. De La Cruz made a mortgage payment to Bank of America in April 2010, the bank returned the payment.

30. In April 2010, an acquaintance referred Mr. De La Cruz to the defendants. Mr. De La Cruz met with defendant Madej at defendant Tidewater's office and explained that he was extremely worried and was desperate to save his home. Defendant Madej was optimistic and told Mr. De La Cruz that she believed that the defendants could obtain a loan modification that would reduce his mortgage payments from $480 a month to $300 a month.

31. At the close of the meeting, defendant Madej told Mr. De La Cruz that he qualified for a loan modification, and instructed him that he did not need to make any further mortgage payments while his request for a loan modification was pending.

32. At the meeting, defendant Madej instructed Mr. De La Cruz that he would have to pay the defendants $500 upfront in order to obtain a loan modification. A few days later, Mr. De La Cruz paid defendant Madej $500 in cash for the loan modification.

33. In late June 2010, Mr. De La Cruz received a notice that his home would be sold at foreclosure on July 20, 2010. Mr. De La Cruz immediately called defendant Madej, but she

told him that this was "standard procedure" and that Tidewater was in control of the situation. Defendant Madej reassured Mr. De La Cruz that he would soon get a loan modification and would not lose his home.

34. On July 23, 2010, Mr. De La Cruz came home from work to find a sheriff's notice posted on his front door telling him that he and his family needed to remove their personal belongings from their home. Extremely worried, Mr. De La Cruz called defendant Madej, and she again assured him that this was "standard procedure" and that he would not lose his home.

35. In August 2010, Mr. De La Cruz was alarmed when he received a notice ordering him and his family to vacate their home, and stating that the home had been sold at foreclosure on July 20, 2010. When Mr. De La Cruz again contacted defendant Madej, she told them that the defendants would "stick by them" to prevent Bank of America from taking their home, and that the defendants would assist him in suing Bank of America if necessary.

36. On September 1, 2010, a sheriff's deputy served Mr. De La Cruz and his family with a notice of eviction. At that time, he learned that he and his family had to leave their home within a week to avoid criminal charges.

37. After receiving a complaint from Mr. de la Cruz in December 2011, on January 19, 2012, the Consumer Protection Division of the Attorney General's Office issued a letter to the defendants, requesting that the defendants cease and desist from further violations of North Carolina's Debt Adjusting Act, and, specifically, demanding that the defendants cease their practice of collecting advance fees for loan modification services. A true and accurate copy of the Division's letter, and a subsequent follow-up letter sent by the Division to the defendants on May 14, 2012, are attached hereto as Exhibit 2. The defendants failed to respond, either in writing or by other means, to the Division's letters.

IV. CLAIMS FOR RELIEF

COUNT I – VIOLATION OF NORTH CAROLINA DEBT ADJUSTING LAW: N.C. GENERAL STATUTE § 14-423, *et seq*.

38. Plaintiff incorporates herein by reference paragraphs one through thirty-seven above.

39. The defendants are engaged in the unlawful business of "debt adjusting," which is prohibited by Article 56 of Chapter 14 of the General Statutes. Debt adjusting specifically includes the loan modification and foreclosure assistance services as offered by the defendants.

40. N.C. Gen. Stat. § 14-423(2) prohibits the practice of "debt adjusting" which includes the business of "debt settlement" and "foreclosure assistance," where the debt adjuster collects an advance fee for its services. Specifically, the statute defines "debt adjusting" as follows:

> ... Debt adjusting also includes the business or practice of **debt settlement or foreclosure assistance** whereby any person holds himself or herself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor . . . and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or **in advance of all the services agreed to having been rendered in full.**

N.C. Gen. Stat. § 14-423(2) (emphasis added).

41. The activity of debt adjusting is prohibited by N.C. Gen. Stat. § 14-424, which provides that "[i]f any person shall engage in, or offer to or attempt to engage in the business or practice of debt adjusting, or if any person shall hereafter act, offer to act, or attempt to act as a debt adjuster, he shall be guilty of a Class 2 misdemeanor."

42. The defendants are engaged in "debt adjusting" services prohibited by North Carolina law, in that:

a. The defendants hold themselves out as acting as an intermediary between consumers and their mortgage lenders or servicers for the purpose of negotiating, reducing, or altering the terms of consumers' mortgage loans;

b. The defendants are also engaged in the business or practice of "foreclosure assistance," as the defendants hold themselves out as acting as an intermediary between consumers and their mortgage lenders or servicers for the purpose of obtaining mortgage loan modifications to prevent foreclosure and the loss of homeowners' homes; and

c. The defendants receive a fee or other consideration for their services, which the defendants charge and collect, at least in part and sometimes in its entirety, in advance of all the debt adjusting services agreed to having been rendered in full.

43. Pursuant to N.C. Gen. Stat. § 14-425, the Attorney General, in an action brought in the name of the State, may seek to enjoin as an unfair and deceptive trade practice, the continuation of any debt adjusting business or the offering of any debt adjusting services. The Attorney General also may seek the return to consumers of all monies paid to the debt adjuster, civil penalties under N.C. Gen. Stat. § 75-15.2, and attorneys' fees under N.C. Gen. Stat. § 75-16.1.

COUNT II– VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT: N.C. GENERAL STATUTE § 75-1.1, *et seq.*

44. Plaintiff incorporates herein by reference paragraphs one through forty-three above.

45. In connection with the solicitation, promotion, offering for sale, or rendering of their loan modification and foreclosure assistance services, the defendants have engaged in a pattern of unfair and deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1. Such unfair and deceptive acts and practices include, but are not limited to, the following:

a. Holding themselves out as having special expertise in negotiating with mortgage lenders to obtain loan modifications, and as having special relationships with mortgage lenders, when the defendants have no such special expertise or special relationships, or such expertise and relationships are minimal;

b. Making misleading and deceptive representations to consumers that the defendants can and will prevent foreclosures on consumers' homes when, in many instances, defendants fail to do so;

c. Collecting money from financially distressed consumers for loan modification and foreclosure assistance services, but, in many instances, failing to render any meaningful or beneficial services on behalf of consumers;

d. Representing that the defendants can perform "forensic audits" on consumers' mortgage loans and perform other legal services when the

defendants do not have any expertise in mortgage lending law and are not licensed to practice law;

e. Inflicting substantial harm on financially distressed consumers by causing consumers to lose critical time and money in addressing their mortgage loan or foreclosure situations;

f. Interfering with consumers' contractual obligations to, and relationships with, their mortgage lenders by advising consumers to cease making payments on their mortgage loans and to cease communicating with their mortgage lenders or loan servicers;

g. Failing and refusing to provide refunds to consumers when the defendants have collected unlawful fees and have failed to perform any useful services for consumers;

h. Purporting to act as consumers' agent in purportedly assisting consumers in preventing foreclosure, which deters consumers from seeking other, more viable means of stopping foreclosure; and,

i. Taking unfair economic advantage of a class of vulnerable, financially stressed consumers.

46. In connection with the advertising, marketing, promotion, solicitation, offering for sale or sale of their loan modification and foreclosure assistance services, the defendants have engaged in violations of North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, as alleged above, which pursuant to N.C. Gen. Stat. § 14-425, constitute violations of N.C. Gen. Stat. § 75-1.1.

PRAYER FOR RELIEF

WHEREFORE, the State of North Carolina prays the Court for the following relief:

A. That the defendants, their members, officers, agents, and employees, be preliminarily and permanently enjoined from:

(1) Advertising or soliciting, entering into contracts with, or collecting money from consumers for the performance of loan modification services, foreclosure assistance services, or any other debt relief services in the State of North Carolina;

(2) Engaging in unfair or deceptive trade practices in the offering or conduct of their loan modification services, foreclosure assistance services, or any other debt relief services in this State; and

(3) Disposing of any customer or business records and spending or transferring any funds obtained from consumers for loan modification services, foreclosure assistance services, or any other debt relief services.

B. That defendants be ordered to refund all sums collected from North Carolina consumers resulting from defendants' violations of the Debt Adjusting Act, pursuant to N.C. Gen. Stat. § 14-425, and resulting from defendants' violation of N.C. Gen. Stat. § 75-1.1;

C. That the defendants' existing agreements with consumers be cancelled pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1;

D. That the defendants be ordered to pay appropriate civil penalties pursuant to N.C. Gen. Stat. § 75-15.2;

E. That the State be awarded costs of this action and reasonable attorneys' fees; and

F. That the Court award such other and further relief as may be just and proper.

This the 21st day of September, 2012.

STATE OF NORTH CAROLINA *ex rel.* ROY COOPER,
ATTORNEY GENERAL

By:

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N.C. Bar No. 6721
M. Lynne Weaver
N.C. Bar No. 19397
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STATE OF NORTH CAROLINA

COUNTY OF WAKE

VERIFICATION

David C. Evers, being first duly sworn, deposes and states:

That he is a Consumer Specialist with the North Carolina Department of Justice and that he is authorized to make this Verification; that he assisted in the Department of Justice's investigation of the named defendants; that he has read the foregoing Complaint, and that upon his information and belief, the matters and things alleged therein are true.

David C. Evers 9/19/12
David C. Evers Date

Sworn and subscribed before me

this 19th day of September, 2012

Jennifer Y. Chavis
Notary Public

JENNIFER Y CHAVIS NOTARY PUBLIC HARNETT COUNTY, NC

My Commission Expires: 04/03/2016

Tidewater Financial (910) 509-7172

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Mortgage Modification Consultant

Who are we?

Elaine Madej (Senior Consultant of Helping Homes NC, LLC) has more than 10 years of mortgage experience, from originating and underwriting to Business Development.

Elaine has spent 8 years as a senior loan officer assisting clients with subprime and conforming mortgages. Her specialty has been handling damaged and nonexistent credit. Her daily interactions with mortgage lenders has made her an authority in dealing with the inner workings of the financial industry.

Key Points to Consider:

- Know where you stand? Are you late one mortgage payment, two? Have you gotten a notice of foreclosure?
- How much do you owe on your house? What do you think you can sell it for? If you don't know, find out.
- You must have a real Hardship in your life to qualify for a Loan Modification.
- Depending on your situation, you may need to contact an attorney in your state to better advise you of you options.

How Does This Work?

Industry experts believe up to 85% of mortgage documents contain major Truth in Lending Act, RESPA, and Predatory Lending and Real Estate/Mortgage Fraud violations, document errors, usury violations, excessive points/fees, excessive ARM Adjustments, predatory lending, misrepresentations and misleading disclosures.

The Forensic Mortgage Loan Document Audit will allow you to show your lender the Federal violations in your loan documents. By using this audit as leverage with your lender, we believe you will receive better deal.

This works whether you are selling your home. Or want to stay in your home.The Forensic Mortgage Loan Audit is the corner stone for any lender negotiations.

Our Prices:

Forensic Mortgage Audit $499 (Financing available for as low as $99 down), First mortgage only.

- Full review of your mortgage documents for lender violations of State and Federal lending laws. Full report within 7 to 10 business days.

REQUIRED DOCUMENTS / FORMS

- Settlement Statement (HUD-1)
- Loan Application (1003)
- Truth-in-Lending Disclosure
- Settlement Statement
- Mortgage Note (plus any riders and/or addendums)
- Other disclosures regarding closing cost or loan terms.
- Any other settlement documents that is available.

Please forward the requested documents listed above to your loan counselor or underwriter as soon as possible. Within 48 hours of receiving your completed application package, we will process your information and our client services rep will give you a call to confirm the receipt of these items. To insure faster services, please fax back the required documents to: **(910) xxx-xxxx**

Or e mail or scan documents to xxx@xxxx.com

If you have any questions, please do not hesitate to contact us at: **(910) 509-7172**

NOTE: Tidewater Financial Services LLC does not accept any advance payment or funds on any property the foreclosure process has been initiated on. If foreclosure proceeding have been instituted against you and your property, you should contact a licensed attorney in your state immediately.

All information provided will remain private and will only be shared with our affiliates.

In order to expedite your process, we are requesting the following documents. These documents are critical to the audit process.

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Disclaimer / Privacy Policy

FILE

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

CONSUMER PROTECTION
Toll Free In NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: (919) 716-6050

January 19, 2012

Ms. Elaine Madej
Tidewater Financial Solutions
4106 Kettering Place
Wilmington, NC 28412

Re: File No. 1200242
Eulogio De La Cruz
1302 S. 3rd Street
Wilmington, NC 28401

Dear Ms. Madej:

We have received a complaint against your company by Mr. Eulogio De La Cruz of Wilmington, North Carolina. A copy of the complaint is enclosed for your review.

Mr. De La Cruz claims he paid an advance fee of $499 to Tidewater Financial Solutions for loan modification services. Mr. De La Cruz further claims he was told not to worry about the pending foreclosure proceeding because you would obtain a loan modification for him. Mr. De La Cruz relied upon your representations and learned only later that his home had been sold in foreclosure when he was served with a writ of ejectment.

We have serious concerns that your business practices are illegal under North Carolina law. North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423(a)(2), defines illegal "debt adjusting" to include:

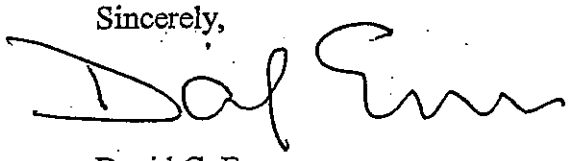
"the business or practice of debt settlement or foreclosure assistance whereby any person holds himself or herself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor, whether or not the person distributes the debtor's funds or property among the creditors, and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or in advance of all the services agreed to having been rendered in full."

EXHIBIT
tabbies
2

Accordingly, under the law, any foreclosure assistance or loan modification business that collects a fee in advance from any North Carolina consumer prior to the services being fully performed, is engaged in illegal debt adjusting. The violation of the statute constitutes a violation of North Carolina's unfair and deceptive trade practices statute, N.C. Gen. Stat. § 75-1.1, and also constitutes a criminal misdemeanor.

We request that Tidewater Financial Solutions, LLC immediately **cease and desist** from offering or collecting advance fees for illegal loan modification services from North Carolina consumers. Please provide us with written confirmation of your intentions to take corrective action and to comply with North Carolina law within ten (10) days after receiving this letter. In your response, please include your refund check in the amount of $499 payable to Mr. De La Cruz. We will forward your check to Mr. De La Cruz upon receipt.

Sincerely,



David C. Evers
Investigator
CONSUMER PROTECTION DIVISION

Enclosure

cc: Eulogio De La Cruz

COPY

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

CONSUMER PROTECTION
Toll Free In NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: (919) 716-6050

May 14, 2012

Tidewater Financial Solutions LLC
4106 Kettering Place
Wilmington, NC 28412

Re: **File No.** 1200242
Eulogio A De La Cruz
1302 S 3rd Street
Wilmington, NC 28401

FILE

Dear Sir:

Our office wrote you recently regarding the above referenced file. To date, we have received no response from your company. We must request that you respond to our office in writing immediately as to your position on the matter. In your response, please refer to File Number 1200242.

If you have any questions, please contact us.

Very truly yours,

David C. Evers
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Eulogio A De La Cruz