





1           1. At all times material to this Order, Paul Boccolucci dba Home Group LLC, aka  
2 Consumer Financing Services, LLC, aka Lower My Payments, aka Lower My Payments Today  
3 (Respondent) reported a principal place of business of 2285 Sanford Avenue SW Ste. 20378,  
4 Grandville, MI 49418.

5           2. Respondent has never been registered with the Oregon Secretary of State to do business in  
6 Oregon.

7           3. Respondent has never held a license to engage in residential mortgage transactions as a  
8 mortgage broker in Oregon and has never been registered to provide debt management services in  
9 Oregon.

10          4. At all times material to this order, consumer “DC” was an Oregon resident, and was a party  
11 to a home mortgage loan secured by real estate located in Oregon.

12          5. In or about July 2013, “KN”, a close friend of DC, sought a loan modification for DC. KN  
13 thought she had contacted DC’s lender but in fact had contacted Respondent.

14          6. Respondent’s representative told KN that Respondent could help with the loan  
15 modification.

16          7. KN and DC talked the matter over and agreed to seek a loan modification through  
17 Respondent.

18          8. When KN called Respondent’s representative back to seek the modification, she was told  
19 that the company would need \$149 to get started and that all of the paperwork would be done by  
20 email.

21          9. The couple provided DC’s banking information to Respondent so that Respondent could  
22 automatically deduct the \$149 from DC’s bank account.

23          10. The couple saw that the \$149 had cleared the bank but then Respondent called again and  
24 said that they would need \$1,200 more. KN told Respondent that they did not have that much  
25 money and requested an explanation for the additional funds requested by Respondent.

26 Respondent told KN that they needed the additional money to keep DC current on the mortgage.



1 11. On or about August 1, 2013, DC entered into a payment plan with Respondent in order to  
2 receive a loan modification.

3 12. DC then paid Respondent a total of \$1,846 for a loan modification as follows: \$149 on  
4 July 19, 2013 by transaction no. (TN) 6634667; \$200 on August 1, 2013 by TN 6642126; \$300 on  
5 August 23, 2013 by TN 6651533 (KN paid the \$300 on DC's behalf); \$200 on September 1, 2013  
6 by TN 6642571; \$200 on September 23, 2013 by TN 667319; \$497 on October 23, 2013 by TN  
7 6680120; and \$200 on November 1, 2013 by TN 6671639.

8 13. On or about August 9, 2013, DC and KN download the loan modification documents,  
9 completed the documents, and faxed them back to Respondent.

10 14. During September through October of 2013, KN contacted Respondent on numerous  
11 occasions in an attempt to determine the status of the loan modification process but received no  
12 response from Respondent.

13 15. On October 19, 2013, DC received a nonpayment notice on his mortgage.

14 16. DC did not receive a loan modification or a refund from Respondent.

## 16 CONCLUSIONS OF LAW

17 The Director concludes that:

18 1. Respondent acted as a "mortgage broker" under ORS 86A.100(5)(a)(C) for compensation,  
19 or in the expectation of compensation, either directly or indirectly made, negotiated, or offered to  
20 make or negotiate a modification to the terms and conditions of a mortgage loan.

21 2. Respondent engaged in "residential mortgage transactions in this state" under ORS  
22 86A.103(2) by acting as a mortgage broker when Respondent offered to negotiate a  
23 modification to the terms and conditions of DC's residential mortgage loan secured by property  
24 located in Oregon.

25 3. Respondent violated 86A.103(1) by engaging in residential mortgage transactions in  
26 Oregon without first obtaining a license as a mortgage broker under ORS 86A.095 to 86A.198.

1 4. Respondent received money or expected to receive money for providing advice,  
2 assistance, instruction or instructional material concerning a debt management service, or  
3 modifying the terms and conditions of an existing loan under ORS 697.602(2)(c), in violation of  
4 ORS 697.612(1)(b)(E).

5 5. Respondent violated ORS 697.612(1)(a) by performing a debt management service  
6 without being registered with the Director to provide such a service.

7 6. Respondent violated ORS 697.692(1) by accepting or receiving an initial fee of more than  
8 \$50 from DC.

9 7. Respondent violated ORS 86A.154(3) by misrepresenting that Respondent would use the  
10 funds provided on DC's behalf to keep DC from getting behind on his mortgage and that they  
11 would obtain a loan modification for DC.

12  
13 **ORDERS**

14 NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDER:

15 1. Pursuant to ORS 86A.127(4) and 697.825(1)(a), the Director hereby orders Respondent,  
16 and all entities owned or controlled by Respondent to cease and desist from violating the  
17 Oregon statutes regulating mortgage lending, ORS 86A.100 et seq., and debt management  
18 service providers, ORS 697.602 to 697.842.

19 2. Pursuant to ORS 86A.992, the Director may assess a civil penalty in an amount not to  
20 exceed \$5,000 per violation against any person who violates or who procures, aids or abets in the  
21 violation of any provision of ORS 86A.095 to 86A.198 or any rule or order issued under ORS  
22 86A.124 or 86A.242. Pursuant to the authority of ORS 697.832, the Director may assess a civil  
23 penalty in an amount not to exceed \$5,000 per violation against any person who violates ORS  
24 697.612 or 697.642 to 697.702, rules adopted under ORS 697.632, or any order issued under  
25 ORS 697.825.

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