

3. Defendant, Kirkland Young, LLC, has a principal place of business located at 2915 Biscayne Blvd., #303, Miami, Florida 33137.

4. Upon information and belief, David Botton is the owner of Kirkland Young, LLC.

5. Defendant Kirkland Young, LLC, is a registered entity with the Florida Secretary of State.

6. Defendant's registered agent is David Botton, at 2915 Biscayne Blvd., #303, Miami, Florida 33137.

7. Defendant may be served with process at 2915 Biscayne Blvd., #303, Miami, Florida 33137.

8. All references to Defendant herein include acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

9. At all times relevant, and in the ordinary course of business, Defendant has acted as a supplier as defined by K.S.A. 50-624(j).

10. At all times relevant, and in the ordinary course of business, Defendant has engaged in consumer transactions as defined by K.S.A. 50-624(c).

JURISDICTION AND VENUE

11. All previous paragraphs are incorporated by reference.

12. The Court has subject matter jurisdiction over this case under the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*

13. Defendant is subject to the jurisdiction of the Court under the Kansas Consumer Protection Act, specifically K.S.A. 50-638(a).

14. Venue is proper in the Third Judicial District of Kansas (Shawnee County) pursuant to K.S.A. 50-638(b).

ALLEGATIONS COMMON TO ALL COUNTS

15. All of the foregoing paragraphs are hereby incorporated by reference.
16. The Defendant, Kirkland Young, engages in consumer transactions with consumers who are in danger of losing their home(s) to foreclosure.
17. Kirkland Young, LLC ("Kirkland Young") is a registered entity with the Florida Secretary of State.
18. Defendant solicits business in a number of ways, including but not limited to, telemarketing and internet advertisements.
19. Upon information and belief, Defendant contracts with a call center to perform telephone solicitations on behalf of Defendant.
20. Upon information and belief, a consumer that agrees to the transaction with Defendant is then transferred to a representative of Defendant who completes the initial part of the transaction.
21. Upon information and belief, Defendant does not consult the National Do-Not-Call Registry, maintained by the Federal Trade Commission, prior to authorizing these phone calls.
22. Upon information and belief, Defendant does not instruct the call centers to consult the Do-Not-Call Registry prior to making these phone calls.
23. Upon information and belief, Defendant has no established business relationship with these consumers.
24. Such solicitations indicate that Kirkland Young can assist in negotiating and obtaining a modification of consumer's existing mortgage for a nominal cost through both oral representations and a written contract.

25. Upon information and belief, Defendant represents to consumers that it is affiliated with mortgage lenders and services in the course of transactions with consumers.

26. Upon information and belief, Defendant is not affiliated with any home mortgage lender or servicer.

27. Upon information and belief, Defendant represents to consumers that mortgage servicers and mortgage lenders contact the Defendant from time-to-time to assist with mortgage modifications for their troubled mortgage accounts.

28. Upon information and belief, Defendant receives no contact as outlined in paragraph 22.

29. Upon information and belief, the extent of the service provided is that the consumer compiles and completes all paperwork related to a mortgage modification; sends it to the Defendant, who then forwards it on to the mortgage servicer(s).

30. Upon information and belief, the Defendant provides no further service for consumers.

31. Upon information and belief, no negotiating actually takes place between the Defendant and mortgage servicers despite representations on its website and its written contracts.

32. For its nominal service the Defendant charges consumers an upfront "processing" fee of \$499.00.

33. In addition to the initial fee, Defendant charges consumers a percentage of the modified mortgage amount, typically \$1,899.00 or more.

34. Upon information and belief, Defendant's services are those which consumers can complete independent of the Defendant's service for no cost.

35. Upon information and belief, the Defendant has engaged in at least five consumer transactions in Kansas that follow the procedure as outlined *supra*.

36. Upon information and belief, more consumer transactions may have taken place in Kansas since the beginning of the Kansas Attorney General's investigation.

COUNT I
Deceptive Acts and Practices

37. All of the foregoing paragraphs are hereby incorporated by reference.

38. The acts committed by Defendants against consumers as set forth herein constitute deceptive acts and/or practices generally prohibited under K.S.A. 50-626(a) for which civil penalties and injunctive relief should be imposed.

COUNT II
Deceptive Acts and Practices

39. All of the foregoing paragraphs are hereby incorporated by reference.

40. The Defendant made willful use of falsehood as to a material fact on consumer transactions by falsely representing that it would negotiate a loan modification for consumers, when in fact no negotiating takes place.

41. Each willful use of falsehood as to a material fact in consumer transactions constitutes deceptive acts and practices in violation of 50-626(b)(2) for which civil penalties and injunctive relief should be imposed.

COUNT III
Deceptive Acts and Practices

42. All of the foregoing paragraphs are hereby incorporated by reference.

43. The Defendant willfully failed to state a material fact or willfully concealed, suppressed or omitted material facts on consumer transactions by failing to disclose that it does not conduct any negotiating with lenders or mortgage servicers on behalf of consumers.

44. Each willful failure to state a material fact, willful concealment, suppression or omission of a material facts, constitute deceptive acts and practices in violation of 50-626(b)(3) for which civil penalties and injunctive relief should be imposed.

COUNT IV
Deceptive Acts and Practices

45. All of the foregoing paragraphs are hereby incorporated by reference.

46. The Defendant willfully failed to state a material fact or willfully concealed, suppressed or omitted material facts on consumer transactions by failing to disclose that it is not affiliated with any mortgage servicer or mortgage lender and does not provide any significant service for the consumer related to the modification other than forwarding paperwork that the consumer must complete without any guidance or assistance from Defendant.

47. Each willful failure to state a material fact, willful concealment, suppression or omission of a material facts, constitute deceptive acts and practices in violation of 50-626(b)(3) for which civil penalties and injunctive relief should be imposed.

COUNT V
Unconscionable Acts and Practices

48. All of the foregoing paragraphs are hereby incorporated by reference.

49. The acts committed by Defendants against consumers as set forth herein unconscionable deceptive acts and/or practices generally prohibited under K.S.A. 50-627(a).

COUNT VI
Unconscionable Acts and Practices

50. All of the foregoing paragraphs are hereby incorporated by reference.

51. Consumers do not obtain any material benefit as a result of transactions with Defendant as the Defendant does no negotiating for the consumer and the consumer completes

all of the steps necessary to obtain a mortgage modification independent of any service from the Defendant.

52. Each instance whereby the consumer did not receive a material benefit as a result of the transaction with the Defendant is a violation of K.S.A. 50-627(b)(3) for which civil penalties and injunctive relief should be imposed.

COUNT VII
Unconscionable Acts and Practices

53. All of the foregoing paragraphs are hereby incorporated by reference.

54. The Defendant induces consumers into transactions that are excessively onesided in favor of the Defendant, by charging consumers fees for a service that the consumer can complete for no cost on their own, and that the service the Defendant does provide is nominal in nature.

55. The Defendant's inducement of consumers into transactions that are excessively onesided in favor of the Defendant constitutes unconscionable acts and practices in violation of K.S.A. 50-627(b)(5) for which civil penalties and injunctive relief should be granted.

COUNT VIII
Unconscionable Acts and Practices

56. All of the foregoing paragraphs are hereby incorporated by reference.

57. Defendant made or caused to be made unsolicited consumer telephone calls, for the purpose of soliciting the sale of Defendant's services, to consumers with telephone numbers listed on the Do-Not-Call registry, and in violation of K.S.A. 50-670a(e).

58. Each call constitutes a distinct and separate unconscionable act in violation of K.S.A. 50-627 for which civil penalties and injunctive relief should be granted.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

A. The above-mentioned acts and practices be declared deceptive and unconscionable in violation of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-632(a)(1);

B. Defendant be permanently enjoined from these and other practices in violation of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-632(a)(2);

C. Defendant make restitution to all other consumers revealed during discovery;

D. Defendant be restrained from advertising, soliciting and selling any services, goods or property in Kansas;

E. Defendant pay reasonable investigative fees and expenses to the Office of the Kansas Attorney General, as provided by K.S.A. 50-636(c);

F. Defendant pay \$10,000.00 in civil penalties for each consumer transaction for which violations of the Kansas Consumer Protection Act occurred, both as alleged in this petition and revealed during investigation or discovery, an amount believed to be not less than \$75,000.00 or such other amount as the Court deems just and equitable, as provided by K.S.A. 50-636(a);

G. Defendant pay all Court costs of this action.

Respectfully submitted,



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