

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHAWN and ANNE MICHELE)	
JAMROS,)	
)	
Plaintiffs,)	No.
)	
v.)	JURY DEMANDED
)	
THE MORTGAGE LAW GROUP, LLP,)	
a/k/a THE LAW FIRM OF MACEY,)	
ALEMAN, AND SEARNS,)	
)	
Defendant.)	

CLASS ACTION COMPLAINT

Plaintiffs Shawn and Anne Michele Jamros (collectively “Plaintiffs”), for their Complaint against Defendant The Mortgage Law Group, LLP, a/k/a the law firm of Macey, Aleman, and Searns (“The Mortgage Law Group”), individually and on behalf of all others similarly situated, complain and allege upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

I. NATURE OF THE CASE

1. In June of 2011, Plaintiffs Shawn and Anne Michele Jamros retained The Mortgage Law Group for assistance in saving their family home from a pending foreclosure action. What they received instead, however, was a string of broken promises, misrepresentations, and stunning incompetence.

2. Already two months behind on their mortgage and faced with a pending foreclosure action, Plaintiffs became increasingly concerned about the prospect of losing their home. Plaintiffs contacted The Mortgage Law Group for a consultation. The Mortgage Law

Group repeatedly assured Plaintiffs that it could stop the pending foreclosure proceedings and save Plaintiffs' home. After Plaintiffs retained The Mortgage Law Group to represent them in the foreclosure action, however, The Mortgage Law Group utterly failed to fulfill its promises.

3. Following a futile attempt to secure a loan modification, The Mortgage Law Group filed a petition for bankruptcy on Plaintiffs' behalf in a last-ditch attempt to stay the foreclosure proceedings and save their home — a tactic that would have succeeded, except that *The Mortgage Law Group filed the necessary paperwork only **after** the sale of Plaintiffs' home.*

4. What is more, the “attorney” that The Mortgage Law Group assigned to negotiate the loan modification and represent Plaintiffs in their bankruptcy action *is not even licensed to practice law.*

5. Accordingly, Plaintiffs bring this class action on their own behalf, and in their individual capacities, to recover damages for The Mortgage Law Group's professional negligence and breach of contract.

6. Additionally, because The Mortgage Law Group has a custom and practice of allowing non-licensed attorneys to handle client files, and because that conduct violates the Illinois Mortgage Rescue Fraud Act, 765 ILCS 940/1, *et seq.*, Plaintiffs also bring this action on behalf of a proposed Illinois Class and seek injunctive relief requiring The Mortgage Law Group to comply with the Act, plus attorneys' fees.

II. JURISDICTION AND VENUE

7. This Court has original jurisdiction over Plaintiffs' individual claim pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states.

8. This Court has original jurisdiction over Plaintiffs' class claims pursuant to 28 U.S.C. § 1332(d)(2). In the aggregate, Plaintiffs' claims and the claims of the other Class members exceed \$5,000,000 exclusive of interest and costs, and there are numerous class members who are citizens of states other than The Mortgage Law Group's states of citizenship.

9. This Court has personal jurisdiction over The Mortgage Law Group because this action arises from The Mortgage Law Group's: (1) transaction of business in Illinois; and (2) making or performance of a contract substantially connected with Illinois. This Court also has personal jurisdiction over The Mortgage Law Group because, at all relevant times, The Mortgage Law Group was a corporate resident of the State of Illinois and is therefore subject to general jurisdiction in this State.

10. Venue is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to this claim occurred in this District.

III. PARTIES

Plaintiffs

11. Plaintiff Shawn Jamros is a natural person and citizen of the State of Georgia.

12. Plaintiff Anne Michele Jamros is a natural person and citizen of the State of Georgia.

Defendant

13. Defendant The Mortgage Law Group is a California limited liability partnership¹ with its principal place of business at 233 South Wacker Drive, Suite 5150 in Chicago, Illinois. A full-service law firm, The Mortgage Law Group boasts over 100 attorneys located at 25 offices

¹ The Mortgage Law Group is also registered as a Nevada limited liability partnership.

throughout the United States. The Mortgage Law Group also does business as the law firm of Macey, Aleman, and Searns.

14. For the purposes of this Complaint, any reference to the acts and practices of The Mortgage Law Group shall mean that such acts and practices were those of The Mortgage Law Group's officers, owners, members, directors, employees, representatives and/or agents.

IV. **FACTUAL BACKGROUND**

Plaintiffs Retain The Mortgage Law Group

15. Already two months behind on their mortgage and faced with a pending foreclosure lawsuit, Plaintiffs visited The Mortgage Law Group's website in search of a way to preserve the family home.

16. After reviewing the representations on the website, Plaintiffs sent an email to The Mortgage Law Group requesting more information about its loan modification services.

17. Shortly thereafter, Plaintiffs received a phone call from an intake specialist with The Mortgage Law Group.

18. Plaintiffs provided the intake specialist with a brief description of their mortgage payment history, the pending foreclosure case, and their financial situation.

19. In response, the intake specialist explained that The Mortgage Law Group could secure a loan modification on Plaintiffs' mortgage loan, which would halt the foreclosure process and allow Plaintiffs to keep their home. Indeed, The Mortgage Law Group's intake specialist went so far as to guarantee this result.

20. In exchange for this service, the intake specialist informed Plaintiffs that they would first need to pay an upfront fee of \$1000, followed by monthly payments of \$500 until their case was fully resolved.

21. Plaintiffs explained to the intake specialist that they could not possibly pay The Mortgage Law Group's fees *and* keep up with their monthly mortgage payments.

22. The Mortgage Law Group's intake specialist stated that this would not be a problem, and that Plaintiffs should stop paying their mortgage altogether, because The Mortgage Law Group would put a "freeze" on the foreclosure process. As the intake specialist explained, The Mortgage Law Group would communicate directly with Plaintiffs mortgage lender and their attorneys to halt the foreclosure process.

23. After completing the initial intake process with Plaintiffs, The Mortgage Law Group stated that it would pass their case file to one of its attorneys.

24. Shortly thereafter, Plaintiffs were put in contact with a partner in The Mortgage Law Group's Chicago office (the "Chicago Partner"). During this initial conversation, the Chicago Partner detailed how The Mortgage Law Group would halt the pending foreclosure on Plaintiffs' home.

25. Because The Mortgage Law Group offered its services on a nationwide basis, it maintained a network of affiliated attorneys throughout the country. Thus, The Mortgage Law Group explained that while the Chicago Partner would serve as Plaintiffs' primary contact, The Mortgage Law Group would designate Anne Edwards ("Edwards"), an attorney associated with The Mortgage Law Group and based in Georgia, as the primary attorney responsible for their loan modification. The Mortgage Law Group explained that Plaintiffs would send all of their documents directly to Edwards, who would then begin negotiating a loan modification with Bank of America ("BOA"), Plaintiffs' mortgage lender. During this process, BOA would halt the foreclosure proceedings as it worked with The Mortgage Law Group to reduce Plaintiffs' interest rate and mortgage payments.

26. After outlining this procedure, The Mortgage Law Group assured Plaintiffs that it would, in fact, prevent BOA from selling Plaintiffs' home in foreclosure.

27. At all times, the Chicago Partner was acting an agent for The Mortgage Law Group. As a matter of law, The Mortgage Law Group is liable for the Chicago Partner's representations.

28. Plaintiffs agreed to retain The Mortgage Law Group's services in obtaining a loan modification, and soon received an email containing The Mortgage Law Group's retention agreement (the "Retention Agreement"). (A true and correct copy of the Retention Agreement is attached hereto as Exhibit A.)

29. In addition to outlining the scope of The Mortgage Law Group's representation in connection with the loan modification, the Retention Agreement contained areas for Plaintiffs to provide the contact information for their mortgage lender.

30. The Retention Agreement also expressly authorized The Mortgage Law Group to automatically deduct three monthly payments of \$1,000 from Plaintiffs' bank accounts, followed by subsequent monthly payments of \$500 for each month thereafter for the duration of The Mortgage Law Group's representation.

31. Significantly, the Retention Agreement also contained a Power of Attorney form printed on letterhead that identified Edwards as a "Partner" of The Mortgage Law Group. (Ex. A at 1.)

32. Plaintiffs subsequently reviewed, executed, and returned the Retention Agreement to The Mortgage Law Group via email.

The Failed Loan Modification

33. After receiving Plaintiffs' Retention Agreement, The Mortgage Law Group presumably began its efforts to put a "freeze" on the pending foreclosure action by working with BOA to secure a loan modification.

34. Nevertheless, on or about July 14, 2011, BOA issued a letter to Plaintiffs stating that their home would be sold on the first Tuesday of the following month unless they cleared up the arrearages on their mortgage.

35. The letter from BOA caused Plaintiffs a great deal of dismay. Put simply, the letter clearly indicated that BOA was proceeding forward with the foreclosure action, notwithstanding The Mortgage Law Group's promise to put a "freeze" on the proceedings.

36. Thus, Plaintiffs immediately forwarded a copy of the letter to The Mortgage Law Group and sought an explanation.

37. The Mortgage Law Group sought to assuage Plaintiffs' concerns about the letter, assuring them that Edwards was in the process of securing a loan modification from BOA. Per The Mortgage Law Group's representations, this would put the aforementioned "freeze" on the foreclosure proceedings, as originally promised.

38. Nevertheless, Plaintiffs received an identical letter from BOA the following month. Just as before, the letter stated that BOA would sell Plaintiffs' home on the first Tuesday of the following month unless Plaintiffs cleared up the arrearages on their mortgage loan.

39. Given their previous conversations with The Mortgage Law Group, Plaintiffs were taken aback by the arrival of the second letter from BOA. Thus, they forwarded a copy to The Mortgage Law Group and sought an explanation.

40. Just as before, The Mortgage Law Group assured Plaintiffs that BOA would *not* sell their home. The Mortgage Law Group again insisted that it had put a “freeze” on the foreclosure process by negotiating with BOA for a loan modification.

41. When Plaintiffs sought an answer as to why they were still receiving letters regarding the sale of their home, The Mortgage Law Group assured them that it would “get with” Edwards and “make sure everything was okay.” And when Plaintiff how long the loan modification process would actually take, The Mortgage Law Group simply responded “don’t worry about it.”

42. But despite the assurances described above, The Mortgage Law Group contacted Plaintiffs towards the end of the month to explain that it was unable to secure the loan modification from BOA.

The Failed Bankruptcy Petition

43. Because Plaintiffs were unable to obtain a loan modification, The Mortgage Law Group, stated that Plaintiffs would need to file a petition under Chapter 13 of the Bankruptcy Code in order to save their home.

44. Desperate for a solution, Plaintiffs asked what steps they would need to take to begin the process of filing for Bankruptcy.

45. The Mortgage Law Group replied that Edwards would send Plaintiffs the necessary paperwork to file the Chapter 13 petition, and instructed Plaintiffs to execute and return the documents as soon as possible.

46. During the first week of September, 2011 Edwards emailed out the necessary paperwork, which Plaintiffs immediately executed and returned. At all times throughout the process, Plaintiffs complied with all instructions and requests for additional information.

47. But in the second week of September, Plaintiffs received a letter from BOA's attorney stating that their home had already been sold by Fannie Mae. Given The Mortgage Law Group's previous assurances, Plaintiffs forwarded a copy of the letter to The Mortgage Law Group and sought an explanation.

48. Despite its express language, The Mortgage Law Group dismissed the letter as an "advertisement" for the proposed foreclosure sale. Explaining that it would contact Edwards to "get to the bottom of the situation," The Mortgage Law Group emphatically stated that Plaintiffs' home had *not* been sold, regardless of what BOA stated in its latest letter.

49. Thus, on September 17, 2011, Plaintiffs were shocked to discover a letter from BOA pinned to the door of their home, instructing Plaintiffs to vacate their home immediately.

50. Plaintiffs immediately emailed a copy of the letter to The Mortgage Law Group, demanding to know why their petition for bankruptcy had failed to prevent the foreclosure. As demonstrated by the letter, they had, in fact, already lost their home.

51. The Mortgage Law Group's only response to this email was that Edwards "insists otherwise," and that it was attempting to "sort out" the situation.

52. Over the next several days, Plaintiffs continued to check back with The Mortgage Law Group to find out whether they had lost their home.

53. On each occasion, The Mortgage Law Group could only reply that it was trying to get to the bottom of the situation, and had left messages with both Edwards and BOA's attorney.

54. On September 19, 2011, BOA's attorney left a message for Plaintiffs to contact her to confirm the date of eviction.

55. When Plaintiffs contacted The Mortgage Law Group about this message, it assured them that Edwards would file the bankruptcy the following morning, before their home

was scheduled to be sold on the courthouse steps. In so doing, The Mortgage Law Group would “freeze” the foreclosure process, prevent the sale, and allow Plaintiffs to keep their home under a Chapter 13 restructuring plan.

56. Given this, Plaintiffs were shocked to learn that they *still* were unable to save their home.

57. But while Edwards filed Plaintiffs’ Chapter 13 petition the following day, it was already too late. Indeed, Edwards not only filed the petition well after the foreclosure sale took place, she did so outside the statutory-grace period in which Plaintiffs’ *could* have “unscrambled” the foreclosure sale and recovered their home through the bankruptcy proceeding.

58. In the end, The Mortgage Law Group was unable to save Plaintiffs’ home for one reason: it failed to monitor the actual date of the foreclosure auction. Put simply, although The Mortgage Law Group *could* have prevented the sale by commencing a Chapter 13 petition on Plaintiffs’ behalf, it simply filed the necessary paperwork too late to do so.

59. Given the complete mishandling of their bankruptcy filing, Plaintiffs ultimately terminated their relationship with The Mortgage Law Group and retained another attorney to handle their Chapter 13 petition.

60. By that time, however, the damage was already done — Plaintiffs had already lost their home.

The Damages Caused By The Mortgage Law Group’s Professional Negligence

61. Plaintiffs have sustained the following damages as a direct and proximate result of The Mortgage Law Group’s professional negligence.

62. ***First***, The Mortgage Law Group’s negligent performance of its duties directly and proximately caused Plaintiffs to lose their home in foreclosure. Indeed, The Mortgage Law

Group could have halted the foreclosure process entirely by simply filing Plaintiffs' bankruptcy petition prior to the sale of their home. Moreover, when Plaintiffs reduced their other monthly obligations through the Chapter 13 payment plan, their income levels were sufficient to clear up the arrearages on their mortgage loan and cover the monthly payments going forward.

63. Thus, as a direct and proximate result of The Mortgage Law Group's professional negligence, Plaintiffs sustained damages in an amount equal to the reasonable value of their home.

64. **Second**, Plaintiffs have paid The Mortgage Law Group fees for professional services that not only conferred zero benefit on Plaintiffs, but actually *subverted* Plaintiffs interests. Plaintiffs retained The Mortgage Law Group to save their home from foreclosure. By filing the Chapter 13 petition after the foreclosure sale, The Mortgage Law Group's professional negligence directly and proximately *caused* Plaintiffs to lose their home in the foreclosure proceeding.

65. Accordingly, Plaintiffs have sustained damages in an amount equal to the fees they paid for The Mortgage Law Group's legal services.

66. **Third**, as a direct and proximate result of The Mortgage Law Group's professional negligence, Plaintiffs incurred additional legal fees in retaining a different attorney to handle their Chapter 13 petition.

67. Accordingly, Plaintiffs have sustained damages in an amount equal to the fees they paid for their new attorney's legal services.

The Mortgage Law Group's Violations of the Illinois Mortgage Rescue Act

68. The Mortgage Law Group's conduct, as described above, also constitutes a direct violation of the Illinois Mortgage Rescue Fraud Act (the "Mortgage Rescue Fraud Act").

69. Consumer demand for loan modifications on residential mortgages has risen dramatically over the past several years.

70. This increased demand led to the creation of numerous for-profit entities, often referred to as “distressed property consultants,” that offer loan modification services to distressed homeowners.

71. Several of these entities sought to exploit distressed homeowners’ frustration with the loan modification process, promising guaranteed results and specialized knowledge of the loan modification process, charging exorbitant — and often non-refundable — fees for services they cannot perform.

72. What is more, these entities often included attorneys and law firms, as a means of further bolstering their credibility to unwary homeowners.

73. In response to this abuse of the loan modification process, the Illinois Legislature enacted the Mortgage Rescue Fraud Act.

74. The Mortgage Rescue Fraud Act defines distressed property consultants as “any person who, directly or indirectly, for compensation from the owner, makes any solicitation, representation, or offer to . . . save the owner’s residence from foreclosure” 765 ILCS 940/5.

75. The Mortgage Rescue Fraud Act makes it unlawful for distressed property consultants to “claim, demand, charge, collect, or receive any compensation until after the distressed property consultant has fully performed each service the distressed property consultant contracted to perform or represented he or she would perform. . . .” 765 ILCS 940/50(a)(1).

76. Although the Mortgage Rescue Fraud Act creates a narrow exemption for attorneys, an attorney must actually “be engaged in the practice of law to claim the exception.” 765 ILCS 940/5.

77. The Mortgage Law Group offered to save Plaintiffs’ home from foreclosure by: (1) negotiating a loan modification with Plaintiffs’ mortgage lender; and (2) representing Plaintiffs in a bankruptcy proceeding.

78. In exchange for these services, The Mortgage Law Group required Plaintiffs to pay an up-front fee, as well as monthly fees on an ongoing basis until The Mortgage Law Group completed its representation of Plaintiffs.

79. The Mortgage Law Group assigned Edwards to serve as the “primary attorney” responsible for providing the services described above.

80. Because Edwards is not a licensed attorney, The Mortgage Law Group cannot claim the attorney exception set forth in the Mortgage Rescue Fraud Act.

81. On information and belief, Edwards provided substantially similar services to consumers located throughout the State of Georgia.

82. Accordingly, The Mortgage Law Group violated the Mortgage Rescue Fraud Act by charging up-front and ongoing monthly fees in exchange for providing the services described above.

V. CLASS ACTION ALLEGATIONS

83. Plaintiffs bring Count I, as set forth below, on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a) and (b)(2) of the Federal Rules of Civil Procedure on behalf of a class defined as:

All persons in the State of Illinois who retained The Mortgage Law Group for the purpose of obtaining a loan modification and/or

bankruptcy petition, and who were assigned to work with a non-licensed attorney (the “Illinois Class”).

Excluded from the Illinois Class are The Mortgage Law Group and its subsidiaries and affiliates; all persons who make a timely election to be excluded from the Illinois Class; governmental entities; and the judge to whom this case is assigned and any immediate family members thereof.

84. Certification of Plaintiffs’ claims for classwide treatment is appropriate because Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

85. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Illinois Class are so numerous that individual joinder of all Illinois Class members is impracticable. On information and belief, there are thousands of consumers who have been affected by The Mortgage Law Group’s wrongful conduct. The precise number of the Illinois Class members and their addresses is presently unknown to Plaintiffs, but may be ascertained from The Mortgage Law Group’s books and records. Illinois Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

86. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Illinois Class members, including, without limitation:

- a. whether The Mortgage Law Group engaged in the conduct as alleged herein;
- b. whether The Mortgage Law Group qualifies as a “distressed property consultant under the Mortgage Rescue Fraud Act;

- c. whether any licensed attorneys working for the Mortgage Law Group “engaged in the practice of law” in connection with loan modifications and bankruptcy filings handled by Edwards; and
- d. whether Plaintiffs and the other Illinois Class members are entitled to injunctive relief.

87. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs’ claims are typical of the other Illinois Class members’ claims because, among other things, all Illinois Class members were comparably injured through the uniform misconduct described above.

88. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate representatives of the Illinois Class because their interests do not conflict with the interests of the other Illinois Class members they seek to represent; they have retained counsel competent and experienced in complex Class action litigation; and Plaintiffs intend to prosecute this action vigorously. The Illinois Class members’ interests will be fairly and adequately protected by Plaintiffs and their counsel.

89. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** The Mortgage Law Group has acted or refused to act on grounds generally applicable to Plaintiffs and the other Illinois Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to Illinois Class members as a whole.

VI. CLAIMS ALLEGED

COUNT I

Violation of the Illinois Consumer Fraud Act (On Behalf of the Illinois Class)

91. Plaintiffs adopt and incorporate by reference paragraphs 1-90 of this Complaint as if fully set forth herein.

92. The Mortgage Rescue Fraud Act defines a “distressed property” as “residential real property consisting of one to 6 family dwelling units that is in foreclosure or at risk of loss due to nonpayment of taxes, or whose owner is more than 30 days delinquent on any loan that is secured by the property.” 765 ILCS 940/5.

93. The Mortgage Rescue Fraud Act defines a “distressed property consultant” as:

any person who, directly or indirectly, for compensation from the owner, makes any solicitation, representation, or offer to perform or who, for compensation from the owner, performs any service that the person represents will in any manner do any of the following:

* * *

save the owner's residence from foreclosure or save the owner from loss of home due to nonpayment of taxes.

765 ILCS 940/50.

94. The Mortgage Rescue Fraud Act makes it unlawful for distressed property consultants to “claim, demand, charge, collect, or receive any compensation until after the distressed property consultant has fully performed each service the distressed property consultant contracted to perform or represented he or she would perform.” 765 ILCS 940/50(a)(1).

95. While the Mortgage Rescue Fraud Act creates an exception that places attorneys outside the definition of “distressed property consultants,” an attorney must actually “be engaged in the practice of law to claim the exception.” 765 ILCS 940/5.

96. The Mortgage Law Group is a distressed property consultant as defined by the Mortgage Rescue Fraud Act for two reasons.

97. **First**, The Mortgage Law Group offers to save homeowners’ residences from foreclosure by providing loan modification and bankruptcy services.

98. **Second**, The Mortgage Law Group cannot claim the statutory exclusion for attorneys. In providing loan modification and bankruptcy services for Plaintiff and the other

members of the Class, The Mortgage Law Group was not actually engaged in the practice of law. Instead, The Mortgage Law Group designated Edwards as the “primary attorney” responsible for negotiating loan modifications for Plaintiffs and the Class, and for representing Plaintiffs and the other members of the Class in their bankruptcy proceedings.

99. Accordingly, The Mortgage Law Group violated the Mortgage Rescue Fraud Act by charging up-front and ongoing monthly fees for providing loan modification and bankruptcy services.

100. The Mortgage Rescue Fraud Act provides that “[a] consumer who suffers loss by reason of any violation of any provision of this Act may bring a civil action in accordance with the Consumer Fraud and Deceptive Business Practices Act to enforce that provision.” 765 ILCS 940/55(b).

101. Accordingly, The Mortgage Law Groups violation of the Mortgage Rescue Fraud Act constitutes a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (the “Illinois Consumer Fraud Act”), 815 ILCS 505/1, *et seq.*

102. Nonresident consumers have standing to bring a private cause of action under the Illinois Consumer Fraud Act “where Illinois has sufficient contacts to [the consumers’] claim.” *Bunting v. Progressive Corp.*, 809 N.E.2d 225, 234 (Ill. Ct. App. 2004).

103. A claim has sufficient contacts with Illinois where the allegedly wrongful conduct took place in the State of Illinois. *See id.* (holding that the claim had sufficient contacts with Illinois because the defendant’s wrongful scheme was “designed and implemented” in Illinois).

104. The Mortgage Law Group collected up-front fees for loan modification and bankruptcy services performed by a non-attorney from its headquarters in Chicago, Illinois.

105. On information and belief, The Mortgage Law Group made all decisions with respect to assigning Edwards to perform loan modification and bankruptcy services from its Chicago headquarters.

106. Accordingly, the Illinois Consumer Fraud Act claim alleged herein has sufficient contacts with Illinois to confer standing on Plaintiffs and the Class.

107. As a direct and proximate result of The Mortgage Law Group's violation of Illinois Consumer Fraud Act, Plaintiff and the other members of the Class have sustained actual damages in an amount to be proven at trial.

COUNT II
Professional Negligence
(On Behalf of Plaintiffs)

108. Plaintiffs adopt and incorporate by reference paragraphs 1-82 of this Complaint as if fully set forth herein.

109. The Mortgage Law Group owed Plaintiffs fiduciary duties, including the duties of utmost good faith and loyalty.

110. The Mortgage Law Group was negligent in the performance of the professional legal services rendered to Plaintiffs through the acts and omissions described above.

111. As a direct and proximate result of The Mortgage Law Group's professional negligence, Plaintiffs suffered damages and injuries as described above.

VII. JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, respectfully request the following relief:

(a) that the Court award Plaintiffs damages proximately caused by The Mortgage Law Group's professional negligence;

(b) that the Court certify this case as a class action on behalf of the Class defined above, appoint Plaintiffs as Class Representatives, and appoint Plaintiffs' counsel as Class Counsel;

(c) that The Mortgage Law Group's wrongful conduct alleged herein be adjudged and decreed to violate both the Mortgage Rescue Fraud Act, 765 ILCS 940/1, *et seq.*, and the Illinois Consumer Fraud Act, 815 ILCS 505/1, *et seq.*;

(d) that Plaintiffs and the Class receive injunctive relief pursuant to the Illinois Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, enjoining The Mortgage Law Group's wrongful conduct;


(e) that Plaintiffs and the Class recover their costs of suit, including reasonable attorneys' fees and expenses as provided by applicable law; and

(f) that Plaintiffs and the Class be granted such other and further relief as the nature of the case may require or as this Court deems just and proper.

Date: March 19, 2013

Respectfully submitted,

SHAWN and ANN MICHELE JAMROS,

By: 
One of the Attorneys for Plaintiffs
And the Proposed Putative Class

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