

**+COMMONWEALTH OF MASSACHUSETTS  
BOARD OF BAR OVERSEERS  
OF THE SUPREME JUDICIAL COURT**

**BAR COUNSEL,**

**Petitioner**

**vs.**

**DANIEL G. RUGGIERO, ESQ.,**

**Respondent**

**B.B.O. File No. C4-18-253773**

**PETITION FOR DISCIPLINE**

1. This petition is brought pursuant to Rule 4:01, Section 8(3), of the Rules of the Supreme Judicial Court and Sections 3.13(a)(2) and 3.14 of the Rules of the Board of Bar Overseers.

2. The respondent, Daniel G. Ruggiero, Esq., is an attorney duly admitted to the Bar of the Commonwealth on December 1, 2006, and to the Rhode Island Bar on January 1, 2007. The respondent is also admitted to practice in a number of federal and state jurisdictions.

**Background**

3. In furtherance of the government's efforts to protect the vulnerable population of financially distressed homeowners who were struggling to make mortgage payments and facing the possibility of foreclosure, Congress authorized the Federal Trade Commission ("FTC") to regulate unfair and deceptive practices specifically involving mortgage modification and foreclosure rescue services.

4. On December 1, 2010, in accordance with Congress's mandate, the FTC published the Mortgage Assistance Relief Services final rule ("the MARS Rule") directed in large part at for-profit companies engaged in mortgage loan modification services. *See* Mortgage Assistance Relief Services, 75 Fed. Regis. 75092-01 (Dec. 1, 2010)(to be codified at 16 C.F.R. pt. 322). Effective December 30, 2011, the MARS Rule was recodified as Regulation O, 12 C.F.R. §§ 1015.1, *et seq.*

5. One of the primary purposes for the MARS Rule/Regulation O was to eradicate the practice of charging homeowners fees in advance of actually providing the mortgage loan modification services, *i.e.*, advance fees. As the FTC explained in the MARS Rule, “[c]onsumers in financial distress suffer monetary harm – in the hundreds or thousands of dollars – when, following sales pitches frequently characterized by high pressure and deception, they use their scarce funds to pay in advance for promised results that rarely materialize.” 75 Fed. Regis. at 75116.

6. As another major concern leading to the creation of the MARS Rule/Regulation O, the FTC noted the following: “MARS providers increasingly have induced consumers to purchase their services by making claims that their services include specialized legal assistance from attorneys, with some attorneys lending their names and credentials to these operations. In these arrangements, however, the attorneys often do little or no work on behalf of consumers, with non-attorneys handling most functions, including communicating with the lender or servicer.” 75 Fed. Regis. at 75129-30 (internal footnotes omitted).

7. At all times relative to this Petition for Discipline, the MARS Rule/Regulation O has made it unlawful for mortgage loan modification service providers to request or receive advance fees from homeowners. *See* 12 C.F.R. § 1015.5(a).

8. At all times relative to this Petition for Discipline, the MARS Rule/Regulation O has also addressed the role of attorneys in the provision of mortgage modification services. The rule prohibits attorneys from requesting or receiving advance fees unless the attorney: (a) deposited the advance fee to a client trust account; (b) complied with state law and rules governing the maintenance of client trust funds; (c) provided the mortgage loan modification services as part of the practice of law; (d) was licensed to practice law in the state in which the client resided or the client's dwelling was located; and (e) complied with state laws and regulations that covered the

same type of conduct as that covered by the MARS Rule/Regulation O. *See* C.F.R. §§ 1015.5 & 1015.7. A violation of the MARS Rule/Regulation O constitutes an unfair, deceptive or abusive act or practice under the Consumer Financial Protection Act. *See* 12 U.S.C. § 5538.

9. Massachusetts law also makes it unlawful to charge and collect advance fees in connection with the provision of mortgage loan modification services. *See* 940 C.M.R. 25.02. A violation of the advance fee ban constitutes an unfair or deceptive act or practice under the Massachusetts Consumer Protection Act, G.L. c. 93A, §§ 1, *et seq.* *See* 940 C.M.R. 25.02.

**The Respondent's Prior Involvement in Mortgage Loan Modification and Debt Relief Schemes**

10. At all times relative to this Petition for Discipline, the respondent lived and worked in Florida and had “by appointment only” offices in Massachusetts, New York and New Jersey.

11. The respondent is familiar with the practices of mortgage loan modification and debt relief service providers, as well as the federal prohibitions on charging and collecting advance fees.

12. From about 2012 until 2013, the respondent reviewed mortgage loan modification submission packages as a so-called “Class B partner” of both The Mortgage Law Group, LLP (“Mortgage Law”) and Consumer First Legal Group, LLC (“Consumer First”).

13. Mortgage Law, doing business as The Law Firm of Macey, Aleman & Searns, was a Nevada limited liability partnership with a principal place of business in Illinois. Consumer First was a Wisconsin limited liability company with a principal place of business in Wisconsin.

14. In 2014, the Consumer Financial Protection Bureau (“CFPB”) brought an action against Mortgage Law, Consumer First and others pursuant to the Consumer Financial Protection Act and the MARS Rule/Regulation O challenging, *inter alia*, the defendants’ mortgage loan modification services and unlawful collection of advance fees. *See CFPB v. Mortgage Law Group, LLP, et al.*, C.A. No. 3:14-cv-00513 (W.D. Wisc.) (“the *Mortgage Law Group* case”). In part, CFPB alleged in the *Mortgage Law Group* case that “Defendants attracted financially distressed homeowners

through various marketing methods, deceptively promising that they would assist homeowners in obtaining loan modifications and foreclosure relief in exchange for the payment of advance fees.” Complaint, dated July 22, 2014, at ¶ 13.

15. In March 2015, the respondent incorporated Pinnacle L. Group, Inc. (“Pinnacle”) as a Florida company that he owns and operates. At all times relative to this Petition for Discipline, the respondent was not licensed to practice law in Florida, and he was not authorized to own and/or operate a law firm in Florida.

16. In July 2015, the attorneys representing CFPB in the *Mortgage Law Group* case deposed the respondent as part of discovery. CFPB ultimately prevailed in the *Mortgage Law Group* case, and the court ordered the defendants to pay a combined \$59 million in restitution and civil penalties.

17. Beginning no later than 2017, the respondent provided loan modification services through Pinnacle.

18. In 2020, the CFPB brought an action against the respondent and others for violating the Telemarketing and Consumer Fraud and Abuse Prevention Act and the Telemarketing Sales Rule (“TSR”). See *CFPB v. GST Factoring, Inc., et al.*, C.A. No. 8:20-cv-01239 (C.D. Cal.) (“the *GST Factoring* case”). In part, CFPB alleged in the *GST Factoring* case that “Defendants are engaging in widespread violations of the TSR in their student-loan debt-relief operation (the Debt-Relief Operation), harming consumers nationwide by charging unlawful advance fees.” Complaint, dated July 13, 2020, at ¶ 2. As CFPB explained in its complaint, “[t]he Debt-Relief Operation uses telemarketing to sell debt-relief services provided by the Attorneys to consumers with private student-loan debt. The services are sold as legal services, even though most of the fees paid by consumers go to GST, CMS, and their lead generators, and in nearly all instances, the service

provided is debt-settlement negotiation, something that does not require legal training.” *Id.* at ¶ 15.

19. In the *GST Factoring* case, CFPB alleged in part that the respondent “knew that GST was receiving fees before consumers’ debts were settled because he was receiving payments from GST for consumers whose debts had not been settled.” Complaint, dated July 13, 2020, at ¶ 28. CFPB further alleged that the respondent “has set up a similar debt-relief company where lead generators used telemarketing to recruit consumers.” *Id.* at ¶ 27.

20. On August 17, 2020, the court entered a Stipulated Final Judgment and Order as to Defendant Daniel Ruggiero (“Stipulated Order”) in the *GST Factoring* case. Pursuant to this Stipulated Order, a monetary judgment was entered against the respondent in the amount of \$125,000 “for the purpose of providing redress to Affected Consumers[.]” *Id.* at ¶ 18. Moreover, the respondent has been “permanently restrained and enjoined” from providing, assisting others in providing or receiving any remuneration from “Debt-Relief Service” in connection with Telemarketing. *Id.* at ¶ 9.

## **COUNT I**

### **The Respondent’s Involvement With NVA and ND**

21. Paragraphs 1 through 20, above, are hereby incorporated as if fully set forth herein.

22. NVA Financial Services, LLC (“NVA”) is a Virginia company owned and operated by Mr. Steven Nahas (“Nahas”). NVA is not a law firm and Nahas is not a lawyer.

23. Why Not Settle, Inc. d/b/a ND Solutions (and also referred to as ND Processing)(“ND”), is a New York corporation owned and operated by John Lawrence and Elliott Levine. ND is not a law firm and Messrs. Lawrence and Levine are not lawyers.

24. In 2017, the respondent was informed that NVA had a significant number of leads of homeowners potentially seeking mortgage loan modification services in various jurisdictions, and

that NVA was seeking attorneys who were licensed to practice law in those jurisdictions. After receiving this information, the respondent spoke with Nahas and reached an agreement.

25. Pursuant to the agreement between NVA and the respondent, NVA would procure and use leads of homeowners potentially seeking mortgage loan modification services to obtain clients by contacting those persons, obtaining certain financial information from them and having them enter into fee agreements with the respondent, as described below.

26. Pursuant to a separate agreement between ND and the respondent, ND would collect financial documentation from the clients who entered into fee agreements, and ND would submit that documentation to the applicable lenders as applications for mortgage loan modifications.

27. Pursuant to the agreement between NVA and the respondent, NVA was entitled to receive 90% of the gross attorney's fees paid by clients and the respondent would receive the remaining 10%.

28. Beginning in or about July 2018, the agreement between NVA and the respondent was amended so that NVA was entitled to receive 80% of the gross attorney's fees paid by clients and the respondent would receive the remaining 20%.

29. Pursuant to the agreement between ND and the respondent, ND was paid \$75.00 once a client was retained and \$75.00 per month while the client's file remained open.

30. The agreement between NVA and the respondent amounted to an improper fee sharing agreement between a lawyer and a non-lawyer, in violation of Mass. R. Prof. C. 5.4 and/or Rhode Island R. Prof. C. 5.4.

**The Respondent's Unlawful Fee Agreement**

31. A true and accurate copy of the respondent's fee agreement ("Respondent's Fee Agreement") is attached hereto as Exhibit A and incorporated herein.

32. Respondent's Fee Agreement is a representative example of the fee agreements that were used with all clients assigned to the respondent by NVA. At all times relative to this Petition for Discipline, the respondent had no fewer than fifteen (15) such clients; twelve (12) of whom resided in Massachusetts, while three (3) resided in Rhode Island.

33. NVA drafted Respondent's Fee Agreement.

34. Respondent's Fee Agreement provided NVA's telephone number for clients to contact their so-called "legal assistant" or "negotiator" at NVA. The respondent's telephone number, email address and physical address were not provided to clients in Respondent's Fee Agreement.

35. Respondent's Fee Agreement represented to clients that the respondent would negotiate with the respective client's lender as part of the mortgage loan modification services for which they would pay attorney's fees. Those representations were intentionally misleading.

36. The respondent knew that he would not negotiate with lenders in mortgage loan modifications. The respondent did not negotiate with his clients' lenders in seeking mortgage loan modifications.

37. NVA determined the amount of attorney's fees that would be charged to the client pursuant to Respondent's Fee Agreement. NVA also determined the timing of when attorney's fees would be due and payable by the client pursuant to Respondent's Fee Agreement.

38. Throughout Respondent's Fee Agreement, the respondent's firm name is misleadingly identified as "Daniel Ruggiero, Esq. & Associates" and the respondent is misleadingly identified as the "Managing Attorney". At all times relative to this Petition for Discipline, there were no associates or partners in the respondent's law firm.

39. Respondent's Fee Agreement required clients to make an initial fee payment upon executing the agreement and a recurring monthly fee payment while the client's file remained open.

40. Respondent's Fee Agreement improperly stated that the fees were non-refundable once paid.

41. Respondent's Fee Agreement required clients to enter into an "Account Servicing Agreement" with Reliant Account Management ("RAM") that authorized RAM to automatically debit the fee payments from the respective client's personal checking account.

42. The fees that the respondent charged and collected from clients pursuant to Respondent's Fee Agreement were not deposited into an IOLTA account or a client trust account, as defined by federal law. The respondent did not comply with Mass. R. Prof. C. 1.15 and/or Rhode Island R. Prof. C. 1.15 with regard to the fees charged and collected from clients pursuant to Respondent's Fee Agreement.

43. NVA set up an account with RAM in March 2016.

44. In June 2017, NVA identified Pinnacle in RAM's system as one of NVA's thirty-seven (37) law firm affiliates that were located throughout the United States.

45. NVA input into RAM's computerized system the withdrawal and disbursement instructions concerning the respondent's clients.

46. During the June 2017 to July 2018 period, NVA instructed RAM to disburse 90% of the fees collected from the respondent's clients to NVA and 10% of those fees to the respondent.

47. Beginning in or about July 2018, NVA instructed RAM to disburse 80% of the fees collected from the respondent's clients to NVA and 20% of those fees to the respondent.

48. NVA instructed RAM to describe each disbursement to NVA as a "Program Related Payment to NVA Financial Services LLC". NVA instructed RAM to describe each disbursement to the respondent as a "Program Related Payment to Pinnacle Law Group", *i.e.*, the respondent's Florida entity.

49. Beginning no later than June 2017 and continuing until at least July 2018, RAM disbursed the fees collected from the respondent's clients to NVA and the respondent in accordance with NVA's instructions.

50. Beginning no later than June 2017 and continuing until at least July 2018, the respondent charged and collected advance fees from clients in Massachusetts and Rhode Island for mortgage loan modification services in violation of federal and state law.

51. Beginning no later than June 2017 and continuing until at least July 2018, the respondent improperly shared legal fees with NVA.

52. The respondent had direct supervisory authority over the agents or employees of NVA and ND who were employed or retained by or otherwise associated with the respondent to obtain clients and work on his mortgage loan modification cases.

53. The respondent did not make reasonable efforts to ensure that the conduct of the agents or employees of NVA and ND was compatible with his professional obligations.

54. The respondent knowingly ratified the misconduct of the agents or employees of NVA and ND, and he failed to take reasonable action to remedy that misconduct.

55. By entering into agreements for illegal, clearly excessive and/or unreasonable fees, by charging and collecting from clients illegal, clearly excessive and/or unreasonable fees, and by entering into agreements for, charging and collecting fees designated as non-refundable, the respondent violated Mass. R. Prof. C. 1.5(a) and 8.4(a), (c) and (h) and/or Rhode Island R. Prof. C. 1.5(a) and 8.4(a) and (c).

56. By intentionally misleading clients as to the nature and scope of the services to be provided, the respondent violated Mass. R. Prof. C. 7.1, 8.4(a), (c) and (h), and/or Rhode Island R. Prof. C. 7.1 and 8.4(a) and (c).

57. By making false or misleading communication about his firm name, the respondent violated Mass. R. Prof. C. 7.1, 7.5(a) and (d), and 8.4(a) and/or Rhode Island R. Prof. C. 7.1, 7.5(a) and (d), and 8.4(a).

58. By sharing fees with NVA, the respondent violated Mass. R. Prof. C. 5.4(a) and/or Rhode Island R. Prof. C. 5.4(a).

59. By failing to make reasonable efforts to ensure that the conduct of the nonlawyers employed or retained by or associated with the respondent was compatible with his professional obligations, the respondent violated Mass. R. Prof. C. 5.3(b) and/or Rhode Island R. Prof. C. 5.3(b).

60. By ordering the nonlawyers employed or retained by or associated with the respondent to engage in misconduct and/or knowingly ratifying that misconduct and/or failing to take reasonable remedial action, the respondent was responsible for that misconduct pursuant to Mass. R. Prof. C. 5.3(c) and/or Rhode Island R. Prof. C. 5.3(c).

## **COUNT II**

61. Paragraphs 1 through 60, above, are hereby incorporated as if fully set forth herein.

62. At all times relative to this Petition for Discipline, Ms. Lisa McConaghy (“McConaghy”) was a resident of Rhode Island.

63. On or about October 30, 2017, at a time when she was in default on her home mortgage loan payments, McConaghy telephoned a toll-free number of a company advertising loan modification services on television. McConaghy was connected with an employee of NVA.

64. During the October 30, 2017 telephone call, McConaghy informed NVA that she had previously entered into three loan modifications with her lender. Based on the information that McConaghy initially provided, NVA and the respondent knew or should have known that she would not qualify for another mortgage loan modification.

65. During the October 30, 2017 telephone call, McConaghy informed NVA that she did not want to pay money attempting to obtain another loan modification if it was unlikely that she would succeed. NVA assured McConaghy that they could help her obtain a loan modification. NVA then sent McConaghy Respondent's Fee Agreement, and McConaghy signed the agreement.

66. On October 30, 2017, NVA assigned McConaghy's case to the respondent, and Jay Kreuger ("Kreuger"), a so-called "Attorney Liaison" at NVA, emailed the respondent an "Attorney New Client Notification." Kreuger is not a lawyer.

67. On October 30, 2017, NVA noted in its internal records concerning McConaghy the following: "Primary file status changed from Lead to Retainer Payment Pending."

68. The respondent and McConaghy entered into a fee agreement in October 2017, in the form of the Respondent's Fee Agreement. By its terms, McConaghy was obligated to pay an initial fee of \$1,250.00 "for negotiating a loss mitigation solution, including a loan modification offer[.]" as well as a recurring monthly fee of \$900.00 "for continued loss mitigation services."

69. In accordance with Respondent's Fee Agreement, RAM would withdraw the fees from McConaghy's checking account. The respondent did not deposit the fees charged and collected from McConaghy into an IOLTA account or a client trust account, as defined by federal law. The respondent did not comply with Rhode Island R. Prof. C. 1.15 with regard to the fees charged and collected from McConaghy.

70. McConaghy could not afford to make the full initial fee payment of \$1,250.00 at the time she signed Respondent's Fee Agreement in October 2017. NVA authorized McConaghy to split the initial fee into two payments of \$625.00 to be paid on November 14 and November 28, 2017.

71. NVA informed McConaghy that no work would be done on her case until she paid the entire initial fee payment.

72. On November 13, 2017, RAM withdrew \$625.00 from McConaghy's checking account. In accordance with NVA's instructions (and after deducting its \$7.00 monthly fee), RAM subsequently disbursed 90% of McConaghy's fee payment to NVA and 10% to Pinnacle.

73. On November 16, 2017, McConaghy contacted NVA and complained that her lender kept contacting her. Tanya Rivera ("Rivera") of NVA told McConaghy that work on her case would begin only after the initial fee payment was made in full.

74. On November 27, 2017, RAM withdrew \$625.00 from McConaghy's checking account. In accordance with NVA's instructions, RAM subsequently disbursed 90% of McConaghy's fee payment to NVA and 10% to Pinnacle.

75. On December 4, 2017, McConaghy contacted NVA complaining again that her lender was calling her repeatedly and that she was anxious to move forward now that she had fully paid the initial fee of \$1,250.00.

76. On December 4, 2017, NVA noted in its internal records concerning McConaghy the following: "Primary file status changed from Retainer Payment Pending to Ready for Processing."

77. On December 5, 2017, Jackie Pulcano ("Pulcano") of ND noted in NVA's internal records concerning McConaghy the following: "Primary file status changed from Ready for Processing to Opening Dept". ND then began working on McConaghy's case.

78. On December 27, 2017, the day before her monthly fee payment of \$900.00 was due, McConaghy contacted NVA and requested that the fee payment be moved to January given her financial difficulties. NVA denied McConaghy's request.

79. On December 27, 2017, RAM withdrew \$900.00 from McConaghy's checking account. In accordance with NVA's instructions (and after deducting its \$7.00 monthly fee), RAM subsequently disbursed 90% of McConaghy's fee payment to NVA and 10% to Pinnacle.

80. At 10:32 a.m. on December 28, 2017, Pulcano of ND sent an email to Krueger, Rivera and the respondent stating as follows:

Just a head's up that I conducted the bank call and the account is coded as 'continuous default only option is reinstatement or liquidation[.]'

The investor is FNMA and the borrower has received perm mods in 8/2010, 7/2013, 10/2015 and 1/2017 and defaulted on all four. She was miraculously approved for another trial in October of 2017 and also defaulted.

I requested copies of all mods by email or fax but was denied due to too many pages. They are being mailed to us.

The file is ready to move forward. Please let me know if that's what you would like me to do. Should we be denied, she can afford a 13. Arrears are estimated at 11,000 without costs and fees.

81. At 10:41 a.m. on December 28, 2017, Krueger responded to Pulcano's email with an email directing her to submit the mortgage loan modification package "quickly and then address matters after the denial is generated."

82. The respondent did not respond to either Pulcano's or Kreuger's emails.

83. The respondent failed to advise McConaghy of the material information contained in Pulcano's and Kreuger's emails.

84. On or about January 15, 2018, ND, as directed by Kreuger of NVA, submitted a mortgage loan modification request to McConaghy's lender. The next day, on January 16, 2018, the lender denied the mortgage loan modification request. The denial letter stated in part as follows: "Your loan has already been modified three or more times and therefore is not eligible for the modification program."

85. At 10:43 a.m. on January 22, 2018, Bonnie Fraticelli, née Miller ("Fraticelli") of ND sent an email to Pulcano of ND and Kreuger of NVA stating as follows:

Good morning all,

As expected, this was denied due to previous MODS.  
Approx 12k in arrears and sale date set for 3/9/18.

I requested denial letter be sent to me.

Thank you.

86. At 1:22 p.m. on January 22, 2018, Fraticelli of ND sent another email to Pulcano of ND and Kreuger of NVA stating that McConaghy was “very scared” and that “she really needs a call[.]”

87. At 3:35 p.m. on January 22, 2018, Kreuger of NVA sent an email to the respondent and directed him to “contact the client and discuss retention options and exit strategies with the client.”

88. At 5:10 p.m. on January 22, 2018, the respondent reported to Kreuger of NVA by email as follows:

I spoke to her. She was very nice but in really bad shape. She does need a 13. [S]he is only a 6 or 7 months behind. I have a paralegal that can prepare all the docs for maybe \$400. [W]ould it make sense for us to credit her back and cover those costs so she could get it filed? She kinda indicated she wish [sic] she never paid us and used it to pay back the mortgage.

89. January 22, 2018 was the first and only time the respondent communicated with McConaghy during the period that she was his client.

90. Kreuger of NVA responded to the respondent’s email at 6:08 p.m. as follows:

We have suspended billing and will be closing her file. She was due for a payment on January 15<sup>th</sup> that she’d pushed back. There is no refund to be issued. She earns considerably more than \$4700 per month that was first indicated at intake. Her gross income appears to be in excess of \$7000 per month. Her recurring payment, which was due now was \$900, so paying \$400 should be easy for her.

91. The respondent followed Kreuger's directions. The respondent did not refund his client McConaghy \$400.00 to cover the costs of filing for bankruptcy. Instead, the respondent referred McConaghy to a bankruptcy attorney.

92. On January 26, 2018, RAM withdrew \$900.00 from McConaghy's checking account. In accordance with NVA's instructions (and after deducting its \$7.00 monthly fee), RAM subsequently disbursed 90% of McConaghy's fee payment to NVA and 10% to Pinnacle.

93. On January 29, 2017, McConaghy contacted NVA and requested a refund. NVA denied her request at that time.

94. On February 5, 2018, NVA directed RAM to refund McConaghy the \$900.00 that was withdrawn from her checking account on January 26, 2018 (*i.e.*, after NVA had closed her file). Those monies were refunded to McConaghy.

95. On February 8, 2018, McConaghy contacted Kreuger at NVA and demanded that she be given a full refund because they "should have known from the beginning [that the mortgage loan modification] wasn't going to be accomplished." Kreuger denied McConaghy's request for a refund.

96. In June 2018, only after being informed of Bar Counsel's investigation into his misconduct, the respondent contacted McConaghy and provided her a refund.

97. The respondent never communicated with his client, McConaghy, at any time between October and December 2017.

98. The respondent never communicated or negotiated with McConaghy's lender.

99. The respondent did not perform any work or provide any legal service to McConaghy in connection with her mortgage loan modification application.

100. By entering into an agreement with McConaghy for illegal, clearly excessive and/or unreasonable fees, and by charging and collecting from McConaghy illegal, clearly excessive

and/or unreasonable fees, the respondent violated Rhode Island R. Prof. C. 1.5(a) and 8.4(a) and (c).

101. By sharing McConaghy's fees with NVA, the respondent violated Rhode Island R. Prof. C. 5.4(a).

102. By intentionally misleading McConaghy as to the nature and scope of the services to be provided, the respondent violated Rhode Island R. Prof. C. 7.1 and 8.4(a) and (c).

103. By making false or misleading communication about his firm name to McConaghy, the respondent violated Rhode Island R. Prof. C. 7.1, 7.5(a) and (d), and 8.4(a).

104. By giving to McConaghy, directly or through his employees or agents, incompetent, deceptive and/or misleading information concerning the viability of her application for a mortgage loan modification, the respondent violated Rhode Island R. Prof. C. 1.1, 1.4(a) and (b), and 8.4(a) and (c).

105. By failing to consult with McConaghy about the means by which her objectives could be accomplished, by failing to explain to McConaghy her matter to the extent reasonably necessary to permit her to make informed decisions regarding the representation, and by failing to keep McConaghy reasonably informed about the status of her matter, the respondent violated Rhode Island R. Prof. C. 1.4(a) and (b), and 8.4(a).

106. By failing to make reasonable efforts to ensure that the conduct of the nonlawyers involved in McConaghy's case who were employed or retained by or associated with the respondent was compatible with his professional obligations, the respondent violated Rhode Island R. Prof. C. 5.3(b).

107. By ordering the nonlawyers involved in McConaghy's case who were employed or retained by or associated with the respondent to engage in misconduct and/or knowingly ratifying

that misconduct and/or failing to take reasonable remedial action, the respondent was responsible for that misconduct pursuant to Rhode Island R. Prof. C. 5.3(c).

### **Disciplinary Rules**

108. The Massachusetts Rules of Professional Conduct applicable to the respondent's conduct provide as follows:

#### **RULE 1.5. Fees**

(a) A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee or collect an unreasonable amount for expenses. The factors to be considered in determining whether a fee is clearly excessive include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

#### **RULE 5.3. Responsibilities Regarding Nonlawyer Assistance**

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

- (1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or
- (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the

person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

#### **RULE 5.4. Professional Independence of a Lawyer**

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that lawyer the agreed-upon purchase price;

(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement; and

(4) a lawyer or law firm may agree to share a statutory or tribunal-approved fee award, or a settlement in a matter eligible for such an award, with a qualified legal assistance organization that referred the matter to the lawyer or law firm, if the client consents, after being informed that a division of fees will be made, to the sharing of the fees and the total fee is reasonable.

#### **RULE 7.1. Communication Concerning a Lawyer's Services**

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

#### **RULE 7.5. Firm Names and Letterheads**

(a) A lawyer shall not use a firm name, letterhead, or other professional designation that violates Rule 7.1. A trade name may be used by a lawyer in private practice if it does not imply a connection with a government agency or with a public or charitable legal services organization and is not otherwise in violation of Rule 7.1.

(d) Lawyers may state or imply that they practice in a partnership or other organization only when that is the fact.

#### **RULE 8.4. Misconduct**

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;

(h) engage in any other conduct that adversely reflects on his or her fitness to practice law.

109. The Rhode Island Rules of Professional Conduct applicable to the respondent's conduct provide as follows:

**RULE 1.1. Competence**

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. A lawyer and client may agree, pursuant to Rule 1.2, to limit the scope of the representation with respect to a matter. In such circumstances, competence means the knowledge, skill, thoroughness, and preparation reasonably necessary for the limited scope representation.

**RULE 1.4. Communication**

(a) A lawyer shall:

(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules;

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter;

(4) promptly comply with reasonable requests for information; and

(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

**RULE 1.5. Fees**

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client;

(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent.

**RULE 5.3. Responsibilities regarding nonlawyer assistants**

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

(1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

#### **RULE 5.4. Professional independence of a lawyer**

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that lawyer the agreed-upon purchase price;

(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement; and

(4) a lawyer or law firm may agree to share a statutory or tribunal-approved fee award, or a settlement in a matter eligible for such an award, with an organization that referred the matter to the lawyer or law firm if: (i) the organization is one that is not for profit; (ii) the organization is taxexempt under federal law; (iii) the fee award or settlement is made in connection with a proceeding to advance one or more of the purposes by virtue of which the organization is tax-exempt; and (iv) the tribunal approves the fee-sharing arrangement.

#### **RULE 7.1. Communications concerning a lawyer's services**

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it:

(a) contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading;

(b) contains any testimonial about, or endorsement of, the lawyer without identifying the fact that it is a testimonial or endorsement, and if payment for the testimonial or endorsement has

been made, that fact must also be disclosed. If the testimonial or endorsement is not made by an actual client that fact must also be identified. If the testimonial or endorsement appears in a televised advertisement, the foregoing disclosures and identifications must appear continuously throughout the advertisement;

(c) contains a dramatization or simulated description of the lawyer, partners or associates, offices or facilities, or services without identifying the fact that the description is a simulation or dramatization. If the dramatization or simulated description appears in a televised advertisement, the fact that it is a dramatization or simulated description must appear continuously throughout the advertisement.

**RULE 7.5. Firm names and letterheads**

(a) A lawyer shall not use a firm name, letterhead or other professional designation that violates Rule 7.1. A firm name used by a lawyer in private practice shall include the full or last name of one or more principal attorneys actively practicing law on behalf of the law firm except, if otherwise lawful, law firms may use as, or continue to include in, its name the name or names of one or more of its deceased or retired attorneys or of a predecessor firm in a continuing line of succession; shall not imply a connection with a government agency or with a public or charitable legal services organization; may describe the nature of the firm's legal practice in terms that are accurate, descriptive, and informative and not comparative, or suggestive of the ability to obtain results; and shall not otherwise violate of Rule 7.1. Law firm names that are misleading as to the identity of the attorney or attorneys practicing law with the firm are prohibited.

(d) Lawyers may state or imply that they practice in a partnership or other organization only when that is the fact. Use of additional identifying language such as "Group" or "and Associates," and the like, may be included in a law firm name only when such language is accurate and descriptive of the law firm.

**RULE 8.4. Misconduct**

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

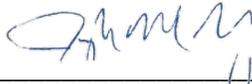
(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

WHEREFORE, the Bar Counsel requests that the Board of Bar Overseers:

- a. Consider and hear the matter set forth herein.
- b. Determine that discipline of the said Daniel G. Ruggiero, Esq, is required.
- c. File an Information concerning these matters with the Supreme Judicial Court.

RESPECTFULLY SUBMITTED

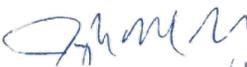
Rodney S. Dowell  
Bar Counsel

By  /s/  \_\_\_\_\_  
Joseph M. Makalusky  
Assistant Bar Counsel  
99 High Street  
Boston, MA 02110  
(617) 728-8750

Date: March 4, 2021

Certificate of Service

I hereby certify that I have this day served the foregoing petition for discipline by US mail and email upon Daniel G. Ruggiero, Esq., 275 Grove Street, Suite 2400, Auburndale, MA 02466 and [druggieroesq@gmail.com](mailto:druggieroesq@gmail.com).

/s/   
Joseph M. Makalusky  
Assistant Bar Counsel

Dated this 4th day of March 2021



# Daniel Ruggiero, Esq. & Associates

Dear Client,

Enclosed are the loan modification forms you requested from Daniel Ruggiero, Esq. & Associates. Congratulations on your first step toward saving your home and obtaining financial stability. We will work diligently and make every attempt to ensure this process is as stress free as possible.

If needed, please call your legal assistant to assist you in filling out this package...

Phone: (516) 778 - 5335

Once you have submitted the requested documentation listed below, we will process your application immediately and determine if we can assist you in saving your home. We look forward to representing you in your attempt to defend you in loss mitigation or the foreclosure proceeding commenced against you and obtain you an affordable loan modification offer.

Although we have successfully worked on behalf of our Clients with lenders across the country in reducing interest rates, fixing adjustable rate mortgages, arrears and stopping foreclosures, Daniel Ruggiero, Esq. & Associates makes no promises in regards to interest rates or terms. This is due simply to the fact that each individual case will have different variables that may affect the outcome. It is therefore critical that you provide us with the most accurate information about your situation. This will assist us in building as strong a case as possible with the maximum amount of leverage with which to negotiate.

Please refer to our retainer agreement and our scope of representation, which you will need to sign, to review our services. The foreclosure defense may take several months to years depending on your meritorious defenses, motions filed by the parties, mediation conferences, and the backlog of your local court system. The loan modification process can take several weeks to several months depending on your situation and your current lender. If you receive any documentation from your lender during the process, please call your negotiator immediately and forward this to our office. At no time does Daniel Ruggiero, Esq. & Associates recommend that our Clients miss any mortgage payments.

I/We, the undersigned, declare that the information provided within this application is true to the best of my/our knowledge, information and belief. I/We realize I/we waive the right to any return fee from Daniel Ruggiero, Esq. & Associates should any of this information prove inaccurate or incomplete.

Please sign to verify you have read the above letter.

Applicant Signature: Lisa M. McConaghy

Date: 10/31/2017

Co-Applicant Signature: \_\_\_\_\_

Date: 10/31/2017

Regards,

Daniel Ruggiero, Esq. & Associates

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

- \_\_\_ A copy of your most recent mortgage statement
- \_\_\_ A copy of any utility bill (We do not need all utility bills)
- \_\_\_ 2 most recent pay stubs (During the course of your case, you will need to periodically update us with the most recent pay stubs you have received)
- \_\_\_ 2 months checking and savings bank statements (During the course of your case, you will need to periodically update us with your most recent bank statements)
- \_\_\_ Last 2 years W-2 statement
- \_\_\_ Last 2 years Full Tax Returns-All Pages (Please make sure to sign page 2 of your Tax Returns)
- \_\_\_ A copy of your Property Tax Bill
- \_\_\_ A copy of your Homeowner's Insurance Declaration Page (if you do not have a copy, call the provider of your Homeowner's Insurance)
- \_\_\_ IF- You are self employed we will need a Year to Date Profit and Loss Statement
- \_\_\_ IF- You have rental income, please provide a copy of your lease agreement
- \_\_\_ IF- You receive a Pension, Social Security and/or Disability please provide a copy of your statement
- \_\_\_ IF- You have received ANYTHING pertaining to foreclosure please provide a copy
- \_\_\_ IF- You have any documentation related to the application or closing of your loan
- \_\_\_ IF- You feel any other information is relevant, please provide a copy as well

\*Please note: We may ask for additional documentation based on your case and will need updated documents throughout the process.

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

# Daniel Ruggiero, Esq. & Associates

Applicant Name:	Social Security:	Co-Applicant Name:	Social Security:
<b>Lisa McConaghy</b>			
Applicant Date of Birth:	Applicant Home Phone:	Co-Applicant Date of Birth:	Co-Applicant Home Phone:
	<b>(401) 837 - 5449</b>		
Applicant Cell Phone:	Email Address:	Co-Applicant Cell Phone:	Co-Applicant Email Address:
<b>(401) 837 - 5449</b>			
Applicant Address (Property):		Co-Applicant Address (Property):	
Street Address: <b>273 Knollwood Ave</b>		Street Address: <b>273 Knollwood Ave</b>	
City, State Zip: <b>Cranston, RI 02910</b>		City, State Zip: <b>Cranston, RI 02910</b>	
Applicant Address (Mailing):		Co-Applicant Address (Mailing):	
Street Address: <b>273 Knollwood Ave</b>		Street Address:	
City, State Zip: <b>Cranston, RI 02910</b>		City, State Zip:	
Employer:		Employer:	
Position:	Phone:	Position:	Phone:
Employment Date: (from - to)	Salary: <b>4,700.00</b>	Employment Date: (from - to)	Salary:

First Mortgage Information:		Second Mortgage Information:	
Mortgage Company Name: <b>Seterus/LBPS</b>		Mortgage Company Name: <b>One Main Financial</b>	
Loan #: <b>28967614</b>		Loan #:	
Interest Rate: <b>3.000</b>		Interest Rate: <b>0.000</b>	
Loan Balance: <b>200,000.00</b>		Loan Balance: <b>36,000.00</b>	
Loan Type: <b>Fixed Rate</b>		Loan Type: <b>HELOC</b>	
Months Behind: <b>6</b>		Months Behind: <b>0</b>	
Loan Company's Phone #: <b>(866) 570 - 5277</b>		Loan Company's Phone #:	
Are you currently in foreclosure? <b>No</b>		If yes, do you have a sale date?	If yes, when is it?
Have you received a Modification/Forbearance plan within the last 12 months? <b>No</b>		If yes, when?	
Are you currently in bankruptcy? <b>No</b>	Have you ever filed bankruptcy? <b>No</b>	If yes, chapter 7 or chapter 13?	

Daniel Ruggiero, Esq. & Associates  
 P.O. Box 291, Canton, MA, 02021

# Daniel Ruggiero, Esq. & Associates

Processing Center : ND Processing 300 Wheeler Road, Suite 101, Hauppauge, NY, 11788  
(P) : (631) 332 - 5030

## BORROWER'S CERTIFICATION AND LETTER OF AUTHORITY FOR THIRD PARTY AUTHORIZATION

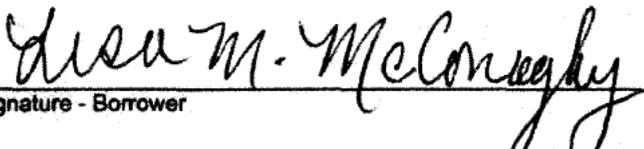
Full Name:	<b>McConaghy</b>	<b>Lisa</b>	
	Last	First	Middle
Address:	<b>273 Knollwood Ave</b>		
	Street Address		Apartment/Suite
	<b>Cranston</b>	<b>RI</b>	<b>02910</b>
	City:	State:	Zip Code:
Social Security Number:	██████████	Birth Date:	██████████

The Undersigned certify the following:

1. I/We have applied for Foreclosure Defense and Loss Mitigation Services from **Daniel Ruggiero, Esq. & Associates**. In applying for the Services, I/we completed an application containing information for the purpose of Loss Mitigation Services, including the amount and source of the rate and payment adjustments, employment and income information and the assets and liabilities. I/We certify that all of the information is true and complete. I/We did not make false representations for Loss Mitigation Services, nor did I/we omit any pertinent information.
2. I/We have applied for Foreclosure Defense and Loss Mitigation Services from **Daniel Ruggiero, Esq. & Associates**. In applying for the services, I/we understand, authorize, and agree that credit report(s) may be obtained in connection with this application by **Daniel Ruggiero, Esq. & Associates** or a third party provider.
3. I/We understand and agree that **Daniel Ruggiero, Esq. & Associates** reserves the right to verify the information provided on the application with the employer and/or the financial institution.
4. I/We fully understand that it is a federal crime punishable by fine, imprisonment, or both, to knowingly make any false statements when applying for this modification, as applicable under the provisions of Title 18, United States Code, and Section 1014.

Under this Third Party Authorization I/we, **Lisa McConaghy** ("Borrower") do hereby authorize **Seterus/LBPS** ("Lender"), Account Number **28967614** to release any and all information regarding my account to **Daniel Ruggiero, Esq. & Associates, ND Processing and all in-house servicers, Agents, and of Counsel Attorneys to the Firm**. I understand that information released by Lender may include, but is not limited to, information relating to my personal financial information, credit information, loan amount and payment transactions and/or the provision of copies of my loan documents. Under no circumstances will I hold Lender's provision of information pursuant to the terms of this authorizing document. I acknowledge that his authorizing document will remain in effect for the duration of time that Lender serves as the mortgager, loan servicer or otherwise for my account; that should I wish to terminate this authorizing document, I will and must notify Lender in writing; and that I have not granted to the Law Office any of the decision-making powers of a non-limited durable power of Attorney; this power of Attorney is limited as it merely authorizes disclosure of information and documents to the Law Office.

I have read the above terms and I understand that I am consenting to my authorized third parties receiving access to my personal and financial information as specified above.

  
Signature - Borrower

\_\_\_\_\_  
Signature - Co Applicant

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

Daniel Ruggiero, Esq. & Associates ("Law Firm") will provide services for ("Client(s)") for the expressed and implied purpose of providing the following Foreclosure Defense and Loss Mitigation Services and representation (as defined and referred to in the following "Description of Services") for Client(s).

This agreement and representation is limited to Foreclosure Defense and Loss Mitigation Services for the Client(s), and unless otherwise specified in this agreement, services being provided are in reference to the first mortgage (first lien) on the real property address (the "property") located at:

Street Address	273 Knollwood Ave
City, State Zip	Cranston, RI 02910

Appeals are subject to separate discussion and negotiation between Law Firm and Client(s) and are not included in the scope of representation as outlined in this agreement. This agreement also does not cover any services the Client(s) may request in connection with any other matter, action, or proceeding.

The representation the Client(s) has sought from Law Firm may be time-consuming. In order to provide an understanding of what is involved, the following is the best estimation of the steps involved in the representation:

Description of Services provided under this agreement:

### **Foreclosure Defense:**

1. Initial Consultation and counseling of Client's rights and options regarding their foreclosure action.
2. Initial review/evaluation of Complaint and preparation/service and filing of an Answer with applicable affirmative defenses and possibly counterclaims, if applicable.
3. Correspondences with the court and opposing counsel, if applicable.
4. In lieu of filing an Answer, circumstances may permit a Pre-Answer Motion for Dismissal.
5. Preparation/service of discovery demands, if applicable.
6. Review and analysis of Lender's discovery response, if applicable.
7. Examination before Trial, if applicable.
8. Initiation of Motion for Affirmative Relief, if applicable.
9. Motions Seeking Summary Judgment, if applicable.
10. Court Appearances, if applicable.

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

### **Loss Mitigation:**

- 1. Initial Consultation and counseling of Client's rights and options:** Discussion regarding the options and alternatives in Loss Mitigation in preparation for negotiating with your lender(s) to obtain one or more of the following: a loan modification offer, short sale, short refinance, suspension of a foreclosure sale date, deed in lieu of foreclosure, cash-for-keys, or loan forbearance offer.
- 2. Hardship Interview:** Interview with Client(s) to determine reasons and circumstances causing Client's past, present, and/or future inability to meet monthly mortgage payment obligations as required under the original mortgage documents.
- 3. Financial Analysis of Client's Positions and Payment Capabilities:** In-depth review of current financial position of Client(s) as it pertains to income and expenses present and anticipated, to formulate a proposed modified payment which Client(s) can afford on an ongoing basis.
- 4. Comprehensive Compilation, Review and Analysis of Client's Support Information:** The compiled documentation will be utilized to substantiate a financial portrait of Client(s) to be submitted to the lender to put Client(s) in the best position for a modification of the underlying loan.
- 5. Submission of Modification Package to Lender:** After completing the analysis of all relevant factors: hardship, financial projections, property value, market conditions, etc., Law Firm will prepare and submit a proposal, with detailed documentation, to the lender.
- 6. Negotiation with Lender and Resubmission of Loan Modification Package:** Assuming that the lenders do not accept the initial proposed terms of modification, or have questions or objections, Law Firm will negotiate to try to finalize either the initial proposal or a revised proposal that is acceptable to Client(s). After negotiation, Law Firm will revise the proposal to include negotiated changes, and may be asked to formally resubmit the proposal with any and all revisions. **Please Note: If the reason for resubmission is due to (a) the failure of Client(s) to provide requested documentation, (b) Client(s) failure to communicate with the Law Firm, or (c) Client(s) choice to reject a reasonable offer under the circumstances extended by their lender, there will be an additional fee of \$295 per resubmission.**
- 7. Review of Final Offers From Lenders:** The Lender will typically forward a set of the modification documents to Client(s), which will need to be forwarded to Law Firm to be reviewed by Law Firm to determine that they conform to the agreed upon modification. *Once Client(s) has accepted a trial modification, Law Firm's loss mitigation services will end unless Client(s) continues to pay for said services.*

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

The Client understands that nothing in this Agreement or anything in the Daniel Ruggiero, Esq. & Associates oral or written statements shall be construed to interpret as a promise or guarantee of any particular outcome concerning the case or loan modification. Daniel Ruggiero, Esq. & Associates makes no such promise or guarantee of any outcome. The Client understands that no one can force the lender(s) to accept any proposed resolution or modification of the loan(s). Daniel Ruggiero, Esq. & Associates's acceptance of the Client's case is not a guarantee as to the outcome or amounts recoverable in connection with the claim. The Client understands that Daniel Ruggiero, Esq. & Associates is only promising to render its best professional skill and judgment and use its best efforts to change the Client's current loan situation and has not guaranteed or promised any specific outcome.

The Client hereby recognizes and agrees that any loan modification or loss mitigation offer obtained after the date of this initial application has been the result of the efforts put forth by the Daniel Ruggiero, Esq. & Associates. Therefore, the Client also agrees that monies paid are owing due and earned in the event of either an offer for a mortgage modification or loss mitigation is made after this date.

**EFFECTIVE DATE:** This agreement will take effect on your signing, however its effective date will be retroactive to the date I first performed services. All fees are considered earned as of the date said money is remitted, tendered or otherwise paid.

### CLIENT AUTHORIZATIONS:

- (a) Client authorizes Attorney to act on behalf of Client and to take actions necessary, appropriate to client's representation for the services provided hereunder.
- (b) Client understands, acknowledges, agrees and consents to Attorney and their staff to assist on Client's file.
- (c) Client acknowledges that other Attorney personnel outside this firm may participate in client's case under Attorney's supervision.
- (d) Client consents to and authorizes the monitoring and recording of all calls or communications between them and the Law Firm, the Firm's agents or third parties assigned to their case for record keeping, training and quality-assurance purposes.
- (e) The Client(s) expressly agree and authorize that in light of the fact that fees are deemed to be earned upon receipt as set forth in this agreement that the monies remitted to the Attorney can be deposited directly into the Attorneys operating account. The Client(s) understand and acknowledge that it has been explained that the traditional or standard escrow agreement usually entails said retainer monies, legal fees, and cost monies to be deposited into the Attorney Trust Account and by granting this permission they may run the risk of paying for services which do not actually get rendered but having been so advised, expressly authorize and grant permission for these monies to retained by and deposited into the Attorney's operating or business account. Notwithstanding this express grant and authorization, the Client is at all times allowed to request, and will be provided on a timely basis, a full and complete accounting of all monies remitted.

The Client understands that the Daniel Ruggiero, Esq. & Associates is only representing the Client(s) with respect to the Foreclosure Defense and Loss Mitigation services listed in the signed scope of representation and service agreement and these services do not include or involve bankruptcy

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

If the Client fails to provide Law Firm with requested information and documentation and failure to provide such documentation prohibits Law Firm from successfully completing services outlined in the Service Agreement and Scope of Representation, Law Firm will deem its services complete. If false information is provided to Law Firm that prohibits its ability to successfully achieve the services offered, Law Firm will deem its services complete. If the Client cancels Law Firm's services at any time during the negotiating process, or legal fees are not paid in a timely manner causing Client(s) file to be closed.

**Please note: Daniel Ruggiero, Esq. & Associates does not make any promises on specific rates or terms of your loan restructure offer. We at no time recommend homeowners to miss their mortgage payments.**

Applicant Signature: \_\_\_\_\_

*Lisa M. McConaghy*

Date: 10/31/2017

Co-Applicant Signature: \_\_\_\_\_

Date: 10/31/2017

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

The purpose of this letter agreement is to set forth the mutual understandings and agreements between you and Daniel Ruggiero, Esq. & Associates with respect to assisting you in Foreclosure Defense and Loss Mitigation services for your mortgage recorded on the above-referenced property. Daniel Ruggiero, Esq. & Associates appreciates your confidence in our business and, while we can make no guarantee as to the outcome of your matter, we shall keep you generally apprised as to the status of your loss mitigation services. In turn, you agree to cooperate with Daniel Ruggiero, Esq. & Associates so that your matter can be properly handled. You agree to be truthful with and fully cooperate with Daniel Ruggiero, Esq. & Associates in regard to the services outlined in our Scope of Representation. You will provide copies of any and all correspondences received from, including but limited to the lender its Agents or Attorneys, or any involved foreclosure court. You must immediately contact Daniel Ruggiero, Esq. & Associates if you become aware of any pending foreclosure sale dates, bankruptcies, or any other situation that would impede, hinder, or alter the Law Firm's ability to represent you in the loan modification process. You shall respond to any and all requests and inquiries made by Daniel Ruggiero, Esq. & Associates in a timely manner, not to exceed forty-eight (48) hours from the time of request. You agree not to enter into any agreement directly with the lender while Daniel Ruggiero, Esq. & Associates is actively engaged in Foreclosure Defense and Loss Mitigation services on your behalf. During the pendency of this agreement, any loan modification related agreement obtained through the assistance of the Law Firm or the Client's own efforts will be deemed the efforts of the Law Firm, and as such, all Attorneys' fees shall be considered earned. **Your failure to cooperate shall be deemed a breach of this agreement and therefore subject to termination.**

In exchange for the services provided by Daniel Ruggiero, Esq. & Associates hereunder, you shall pay Daniel Ruggiero, Esq. & Associates an initial retainer equal to \$ 1250.00 for negotiating a loss mitigation solution, including a loan modification offer. Thereafter, on 12/28/2017 and the 28th day of all subsequent months while your file is still active, a residual retainer will be due in the amount of \$ 900.00 for continued loss mitigation services. If you fail to make any of the subsequent payments, your file will be closed.

The services provided by Daniel Ruggiero, Esq. & Associates are fully outlined in our Scope of Representation. In the event that you fail to cooperate with Daniel Ruggiero, Esq. & Associates, or that you provide Daniel Ruggiero, Esq. & Associates with inaccurate or false information which prohibits the firm from obtaining one of our loss mitigation services, we have the right to retain any amounts already paid to Daniel Ruggiero, Esq. & Associates. If you cancel our services during the negotiation process, we have the right to retain any amounts already paid towards services.

**You (aka "borrower(s)" or "Client(s)") understand and acknowledge the following in regards to the firms attempt to defend your foreclosure action:**

- (a) No services shall be provided under the terms of this agreement in any action or proceeding other than the defense of the foreclosure action commenced by your lender for which the services of Daniel Ruggiero, Esq. & Associates have been expressly retained.
- (b) This agreement does not cover any services relating to any bankruptcy, bankruptcy filing, to any appeal or any services that might be required following the entry of a final judgment or order. The representation of Daniel Ruggiero, Esq. & Associates shall terminate with the entry of final judgment in your matter, unless extended by mutual agreement in writing.
- (c) Daniel Ruggiero, Esq. & Associates as a Law Firm is being engaged to represent you. The Law Firm reserves the right to assign and delegate all aspects of such representation among their Attorneys as they deem appropriate.

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

- (d) The Client's failure to make payments in a timely manner as prescribed herein shall authorize Attorneys not to do any further work on the Client's behalf, and shall, at the option of the Attorneys, be deemed to be their discharge by the Client. This discharge will then be confirmed in writing by either party. In the event that the Attorneys have appeared in any action or proceeding, they may apply to the Court or agency to be released from their appearance and or the substitution of the Client, Pro Se, or other counsel as their Attorney. In the event of a discharge or withdrawal by the Attorney's, a charging lien in the amount owed to the Attorneys may be imposed by the Court, which would entitle the Attorneys to payment for services rendered at the end of the case out of the proceeds of any judgment or by other arrangements to be imposed by the Court, including but not limited to imposing a security interest or lien against property or assets to the extent permitted by law.
- (e) You acknowledge that no representations have been made to you concerning the outcome of this mortgage foreclosure action. You acknowledge that you are fully aware of the hazards of litigation and that Daniel Ruggiero, Esq. & Associates has not guaranteed and cannot guarantee the success of any litigation.
- (f) You have the right to settle the claims in dispute at any time and only you can authorize the settlement. Daniel Ruggiero, Esq. & Associates shall communicate to you any offers to settle received from the opposing Attorneys.
- (g) Should you fail to make payments in a timely manner as prescribed herein, Daniel Ruggiero, Esq. & Associates is authorized not to do any further work on your behalf. In the event that Daniel Ruggiero, Esq. & Associates has appeared in this action, they may apply to the Court to be released from their appearance and to substitute you, Pro Se, or such other counsel as you may designate your Attorney.
- (h) You have the right to be provided with copies or correspondence and legal documents relating to the case and to be apprised of the status of the case.
- (i) You have the right to cancel our services as your Attorneys at any time. If you do, Daniel Ruggiero, Esq. & Associates is entitled to be paid for all services rendered and disbursements incurred in accordance with the terms set forth above. In the event that a dispute arises relating to the Attorneys' fees, you may have the right to arbitrate that dispute.

**You (aka "borrower(s)" or "Client(s)") understand and acknowledge the following in regards to the attempt to obtain a loan modification:**

- (a) In the Loan Modification process, lenders may be willing to reduce or defer amounts owed, lower or defer future payments, lower rates, extend loan term durations and, in some limited instances, reduce the loan principal amount;
- (b) Lenders are not obligated to agree to a Loan Modification, but may be willing to do so based upon numerous reasons, factors and circumstances: some of which relate to the particular borrower applying for Loan Modification; and some of which relate to overall prevailing market and financial conditions in general;
- (c) There is no guarantee of success in modifying a loan, and no person or entity can assure such a modification at all, let alone any specific terms and provisions of such a proposed modification;

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P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

- (d) A borrower is NOT required to engage the services of any person, entity, Attorney, accountant, etc., to apply for, process and negotiate a Loan Modification from a lender, but may negotiate such a Loan Modification himself/herself or may avail themselves of any one of a number of free services that may be available to a homeowner through a local Bar Association or other Community based organizations; however, a borrower may elect to engage the services of persons or entities to apply for, process and negotiate a Loan Modification on borrowers behalf - as Borrowers have done herein - based upon the experience, resources and expertise of persons or entities such as Daniel Ruggiero, Esq. & Associates and their personnel and affiliates.
- (e) Client(s) believe that engaging the firm herein to represent them in the Loan Modification process provides them with a better chance to procure modification of one or more loans, and to procure a better result than if they were to conduct and negotiate with the Loan Modification process themselves, and they are therefore willing to pay the fees agreed to herein, and that all legal services hereunder will be provided by the Daniel Ruggiero, Esq. & Associates and other (non-legal) services may be provided by outside servicing Agents, all of whom shall be engaged, compensated and supervised by Daniel Ruggiero, Esq. & Associates without further separate obligation by Borrowers, except as may be otherwise by expressly set forth herein.
- (f) Client(s) acknowledges that the firm cannot determine the amount of time that will be required to complete the Loan Modification process, they have been advised that it is common for some lenders that are understaffed and/or overburdened with loan modification requests to not provide documents required within the time limits imposed by RESPA or other governing rules and regulations. Some lenders after receiving Loan Modification proposals have not provided approvals or counter proposals within 90 days after their receipt. The overall time to finalize a loan modification with a lender may encompass more than one year due to the above referenced factors and other factors that affect the lenders and their abilities to expeditiously respond to communications.
- (g) Client(s) understand that inaccuracies or omissions can seriously hamper the efforts of Law Firm to procure a modification of Clients mortgage(s). Client(s) are further aware that furnishing inaccurate information in connection with the Loan Modification process may constitute violations of state and/or federal laws. Any non-compliance by Client(s) shall be deemed a material and substantial breach of this agreement by the Client(s) and shall give the firm the right, at their sole discretion, to terminate this agreement and perform no further services for Client(s). The right of Client(s) to the return of any fees paid hereunder, if any, is set forth below.
- (h) You agree to be truthful and fully cooperate with Daniel Ruggiero, Esq. & Associates in regards to the services outlined in our Scope of Representation. You will provide copies of any and all correspondences received from, including but limited to, the lender, its Agents or Attorneys, or any involved foreclosure court. You must **immediately** contact Daniel Ruggiero, Esq. & Associates if you become aware of any pending foreclosure sale dates, bankruptcies, or any other situation that would impede, hinder, or alter the Law Firm's ability to represent you in the loan modification process. You shall respond to any and all requests and inquiries made by Daniel Ruggiero, Esq. & Associates in a timely manner, not to exceed forty-eight (48) hours from the time of request. You agree not to enter into any agreement directly with the lender while Daniel Ruggiero, Esq. & Associates is actively engaged in loss mitigation services on your behalf. During the pendency of this agreement, any loan modification or related agreement obtained through the assistance of the Law Firm or the Client's own efforts will be deemed the efforts of the Law Firm, and as such, all Attorneys' fees shall be considered earned.

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- (i) You understand that a Loan Modification is an interactive process that requires up to date information and documentation at many stages of the loan modification process. Lenders WILL OFTEN CLOSE FILES that are in process of modification that fails to provide updated information expeditiously. In the event that the Law Firm requests information and Client(s) fail to provide the same within 10 business days, Law Firm may discontinue processing and declare Client's file "INACTIVE," Law Firm will have to prequalify the file, which includes, but is not limited to, reaffirming bank statements, earnings and other required data. Client(s) may be assessed an additional fee of \$295 for each time the firm is required to requalify the file. **AMONG YOUR MOST IMPORTANT OBLIGATIONS UNDER THIS AGREEMENT IS TO PROVIDE INFORMATION TIMELY WHEN REQUIRED.**

Your failure to cooperate shall be deemed a breach of this agreement and therefore subject to termination.

### RETAINER AGREEMENT:

Please acknowledge your agreement to the foregoing by countersigning this letter agreement and returning such signed copy to the undersigned. This letter agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Rhode Island, without giving effect to principles of conflicts of law. If you would like to cancel our services, you may mail or fax your cancellation letter to Daniel Ruggiero, Esq. & Associates within 5 business days of signing this contract. You will be entitled to a full refund if we receive your cancellation within 5 business days. Daniel Ruggiero, Esq. & Associates reserves the right to use outside counsel for any services outlined in this agreement. If you cancel our services at any time during the negotiating process, or legal fees are not paid in a timely manner causing Client(s) file to be closed, we will have the right to keep any fees paid to the Law Firm for services performed. Regardless of the hours spent on your file, the aggregate fee shall never exceed the service fee listed in this agreement. These fees are only to apply for services listed in our service agreement and scope of representation.

Regards,

By and on behalf of Daniel Ruggiero, Esq. & Associates

Name:

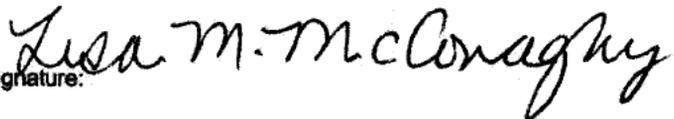
Title:

Date:

ACCEPTED AND AGREED TO BY:

Applicant: **Lisa McConaghy**

Signature:



Co-Applicant:

Signature:

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P.O. Box 291, Canton, MA, 02021

## Daniel Ruggiero, Esq. & Associates

**LOSS MITIGATION LEGAL WORK SUMMARY:** Daniel Ruggiero, Esq. & Associates completes its services in phases. Below is a rough estimation of the work to be done over the course of each phase:

### PHASE 1:

Analyze income and expense statement signed by Client, analyze terms of existing loan, analyze loan as compared to fair market value conditions, evaluate Client's hardship as it relates to Client's ability to meet the requirements of Client note(s), communicate to Client all options for loan modification/resolutions, request from Client primary documentation which will include but is not limited to: current mortgage coupons for all properties owned by Client, one month recent pay stub(s), and a 6 month profit and loss statement (if self-employed).

### PHASE 2:

Prepare and submit 3rd party authorization to lender, underwrite Client's file pursuant to specific Lender guidelines. Request and accumulate additional Client documentation. This Client document request will include, but is not limited to: recently filed tax returns, additional and/or updated paystubs, current W-2s, updated profit and loss schedule (self-employed only), rental agreements (if applicable), personal and/or business bank statements (if applicable), utility bills, 4506T form and other financial information provided to Daniel Ruggiero, Esq. & Associates by Client that Daniel Ruggiero, Esq. & Associates deems material to compliance with lender guidelines, notify Client of any missing or incomplete documents and/or missing information, assist Client in preparing hardship letter (if necessary), analyze, revise and complete final underwriting of Client's loan modification/resolution to ensure documentation will support modification created in PHASE 1, confirm receipt of 3rd party authorization with Lender, attempt an Attorney/Client compliance call, and pursue a loan modification/resolution.

### PHASE 3:

Submit and confirm receipt of loan modification/resolution with Lender, engage in active negotiations with Lender to achieve a loan modification/resolution, update Client regarding status of negotiations, analyze, review, and if necessary, revise income and expense projections based on supplemental contradictory information provided by Client or Lender, update Client regarding any changes in strategy based on a change of Lender guidelines and/or Client's inability to provide Lender with proof of income, inform and advise and update Client of all options regarding loan modification/resolution as outlined in the Scope of Representation/Retainer Agreement and Attorney review of loan modification/resolution documents and/or terms.

Applicant: Lisa McConaghy

Signature:



Co-Applicant:

Signature:

Daniel Ruggiero, Esq. & Associates  
P.O. Box 291, Canton, MA, 02021

# Daniel Ruggiero, Esq. & Associates

## Recurring Payment Authorization

I, the undersigned, do hereby authorize to process the agreed upon payment amounts from my account for future payments due on the representation agreement. The following conditions apply to the recurring payments program:

1. If any payment is refused by a bank or credit card issuer you may no longer be eligible for recurring payments and may be subject to termination of your representation agreement if funds are not made good within five (5) business days.
2. All future installment payments will be processed via recurring payments as required by the representation agreement with .
3. You may discontinue the recurring plan at any time by providing with 30 days written notice. Please be aware that 's representation agreement requires recurring payment by draft from your debit/credit card.
4. You may be liable to pay an insufficient funds (NSF) fee of \$30.00 (or the amount allowable by law), which may be automatically debited for each NSF. It is solely your responsibility to contact before your scheduled payment is due to alter your payment arrangements. In the event a refund is requested, any NSF fees paid will not be eligible for refund.
5. I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold the Service Provider, the bank, and Merchant harmless from damage, loss or claim resulting from all authorized actions hereunder.

### PAYMENT METHOD (Select one):

#### Bank Information:

Bank Name: **Bank of America**

Bank Routing Number: [REDACTED]

Bank City, State and Zip Code: **Cranston, RI, 02910**

Bank Account Number: [REDACTED]

Checking  Savings

0772

#### Credit/Debit Card Information:

Type of Card:  Debit  Credit

Visa  MasterCard  AMEX  Discover

Card Number:

Expiration Date:

CVC:

Name on Card:

Initial Amount: \$ 625.00

Date: 11/14/2017

Initial Amount: \$ 625.00

Date: 11/28/2017

Recurring Monthly Amount : \$ 900.00

Date: 12/28/2017

28th of each month

As the authorized account holder, I hereby authorize the above information and acknowledge recurring monthly charge on the date shown above.

Card Holder Signature:

*Lisa M. McCouaghy*

Date:

All information entered on this form will be kept strictly confidential by .

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#### ACCOUNT SERVICING AGREEMENT

This Agreement sets forth the terms of the account management services offered to the person or persons signing below ("Customer") by Reliant Account Management, LLC a California limited liability company.

RAM is in the business of processing payments to and from a trust account (including electronic and automatic transfers), making disbursements as directed, and providing on-line transaction and accounting information related thereto (collectively "Services"), for clients Law Firm. RAM is not an owner, employee, or partner of any Law Firm company and provides the Services to Customer as an independent third party.

#### APPOINTMENT

Customer authorizes RAM to collect and deposit payments customer has agreed to make under Customer's Law Firm program with ("Agent") and to initiate transfers from Customer's account indicated below at the depository financial institution named below, and to deposit and hold Customer's funds in a trust account established and serviced by RAM. Customer authorizes RAM to share information with Agent about account balances and transactions, answer questions, and have access electronically to review all Customer information without involvement of Customer. Fees due to Agent may be by a draft separate and distinct from the draft of any other amounts that may be drafted under Customer's debt settlement program. Customer agrees the trust account is non-interest bearing and may be located in California or any other state of RAM's choice. Customer agrees that RAM will disburse from Customer's funds the then current service fees as stated below, those of Agent, and such other disbursements (including settlement payments to Customer's creditors), as directed by Customer or Agent. Customer may withdraw approval for any specific disbursement whether made directly or through Agent by providing written notice three (3) days before the scheduled disbursement. If Customer fails to notify RAM timely, or RAM does not receive actual notice, the disbursement will be automatically processed and RAM will have no liability for the payment made. Customer may revoke this Appointment with a minimum of 5 banking days' notice to RAM in the manner set forth below. Customer acknowledges that the origination of Automatic Clearing House (ACH) transactions to my account must comply with the provisions of U.S. law.

#### TRANSACTION, ACCOUNT INFORMATION, AND COMMUNICATIONS

Customer and Agent will be provided internet access to Customer's account and transaction information. Customer agrees that disclosures, accounting and transaction statements, disbursement verification, and any other communications may be distributed by electronic mail or through RAM'S website at [www.RamServicing.com](http://www.RamServicing.com). Customer acknowledges that Customer is able to electronically receive, download, and print such information and communications, unless Customer and RAM agree otherwise. If Customer is unable to communicate electronically, Customer will notify RAM and reasonable alternative means of communication will be established. Customer may provide notice to RAM at Reliant Account Management, LLC, P.O. Box 337, EAST IRVINE, CA 92650-0337 or fax at 949-859-1186.

#### SERVICE FEES

Customer authorizes RAM to charge the following fees for services rendered:

- Monthly Fee - \$7.00

Other charges as applicable

- NSF/Return Item: \$10.00

#### MISCELLANEOUS

Customer agrees to indemnify and hold harmless, Ram, its officers, directors, agents, and employees, from any and all claims, demands, and damages arising out of a dispute between Customer and any third party. Customer agrees to hold harmless, RAM, its officers, directors, agents, and employees, from any and all claims, demands, and damages in any situation where RAM has complied with the directives from Customer or Agent, provided that Customer has not provided notice of revocation of RAM's or Agent's authority under this Agreement.

Customer understands that RAM may share information with its depository institutions, its affiliates, Agent, and with any other party legally entitled to facilitate the transactions contemplated by this Agreement.

Customer authorizes RAM to initiate Automatic Clearing House (ACH) debits from my designated bank account as set forth below. I authorize RAM to debit my designated bank account according to the schedule of debits provided to RAM by me or on my behalf or as otherwise provided by agreement. Customer agrees that sufficient funds will be available in my designated account at least three (3) business days prior to the date of debit transfer. RAM is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. Customer agrees to notify RAM immediately if a scheduled debit will not or does not occur. Customer authorizes RAM to recover funds in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds.

#### DISPUTES

Customer agrees that it will not file a claim for arbitration or with any regulatory or enforcement agency without first providing RAM with written notice detailing the nature of its complaint and allowing 20 business days for RAM to resolve or respond the complaint. Customer hereby agrees that any dispute arising between or among the parties shall be heard before a certified mediator with venue exclusively located in Orange County, California. Mediation may be attended telephonically or in person. In the event there is no resolution through mediation, any claim or dispute shall be submitted to arbitration with venue in Orange County, California and conducted in accordance with the commercial rules of the American Arbitration Association. Judgment upon any award may be entered into any court having jurisdiction. Even if arbitration is not permitted, Customer specifically waives any right to trial by jury, participation in a class action lawsuit and consolidation of claims with any other party. Total damages in the event of litigation will be limited to the fees collected by RAM under this agreement. This AGREEMENT shall be governed by and interpreted in accordance with the Laws of the State of California. However, in the event of any litigation, venue shall be exclusively in Orange County, California, without reference of the rules of conflicts of laws there under, irrespective of the place of residence, or domicile, or business of the Parties hereto. Customer understands that RAM may share information with its depository institutions, its affiliates, and with any other party legally entitled to facilitate the transactions contemplated by this Agreement.

Customer authorizes RAM to initiate Automatic Clearing House (ACH) debits from my designated bank account as set forth below. I authorize RAM to debit my designated bank account according to the schedule of debits provided to RAM by me or on my behalf or as otherwise provided by agreement. Customer agrees that sufficient funds will be available in my designated account at least three (3) business days prior to the date of debit transfer. RAM is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. Customer agrees to notify RAM immediately if a scheduled debit will not or does not occur. Customer authorizes RAM to recover funds in the event of an error in the event that a prior debit is returned for any reason, including non-sufficient funds.

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH DEBITS)**

I (we) hereby authorize Reliant Account Management, hereinafter called RAM, to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until RAM has received written notification from me (or either of us) of its termination no fewer than three (3) days to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it, or until the schedule of debits is completed.

**Customer One**

**Lisa McConaghy** \_\_\_\_\_  
 Name Date of Birth  
 \_\_\_\_\_  
**273 Knollwood Ave** \_\_\_\_\_  
 Street Address **(401) 837 - 5449**  
 \_\_\_\_\_  
**Cranston RI 02910** \_\_\_\_\_  
 City State Zip Phone Number  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City State Zip eMail Address  
 \_\_\_\_\_

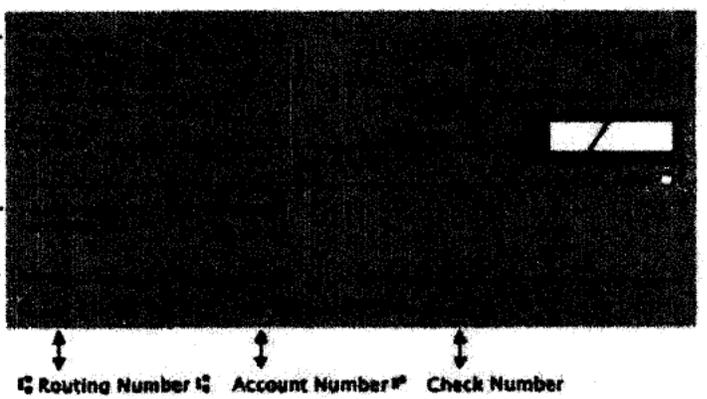
**Customer Two**

\_\_\_\_\_  
 Name Date of Birth  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address Phone Number  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City State Zip eMail Address  
 \_\_\_\_\_

**Banking Information**

**Bank of America** \_\_\_\_\_  
 Bank Name **625.00**  
 \_\_\_\_\_  
**Cranston RI 02910** \_\_\_\_\_  
 City State Zip First Draft Amount  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City State Zip First Draft Date  
 \_\_\_\_\_

Bank Name **Bank of America**  
 Bank Routing Number \_\_\_\_\_  
 (e.g. nine-digit ABA number)  
 Tip: Your bank may have a separate routing number for ACH transactions. Please verify the routing number with your financial institution to prevent delays.  
 Bank Account Number \_\_\_\_\_  
 Type of Account (please check one)  Checking  Savings  
 Bank Acct Holders Name **Lisa M McConaghy**



**Note:** RAM may run a test of the ACH process (i.e. pre note) to be sure it is working properly. You may see a transaction on the account with a \$0 charge.

I am the authorized signer, or otherwise have authority to act, this funding authorization on the account identified above.

\_\_\_\_\_  
 Customer One Signature
 

 10/31/2017  
 \_\_\_\_\_  
 Date
 

 \_\_\_\_\_  
 Customer Two Signature
 

 10/31/2017  
 \_\_\_\_\_  
 Date