

2013 WL 285565 (Hawai'i Cir.Ct.) (Trial Pleading)
Circuit Court of Hawai'i.
Honolulu County

John K. SANTOS, SR., And Anna K. SANTOS; And Theresa KUAIMOKU; On Behalf Of
Themselves and all Similarly Situated Persons; and Property Rights Law Group, P.C., Plaintiffs,

v.

Judy P. JOBE and Aloha Financial Assistants, LLC, Defendants.

No. 13-1-0032-01 KTN.
January 3, 2013.

Fraud, Conversion, Slander, Deceptive Business Practices, Injunction

Verified Class-Action Complaint

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Attorney for Plaintiffs

VERIFIED CLASS-ACTION COMPLAINT

Pursuant to [Haw.R.Civ.P. Rule 23](#), Plaintiffs, JOHN K. SANTOS, SR., and ANNA K. SANTOS (“Mr. and Mrs. Santos”), THERESA KUAIMOKU (“Ms. Kuaimoku”), and PROPERTY RIGHTS LAW GROUP, P.C., (“PRLG”), by their attorney, Sandra D. Lynch, and on behalf of the proposed class of plaintiffs, allege against Defendants JUDY P. JOBE and ALOHA FINANCIAL ASSISTANTS, LLC, the following:

INTRODUCTION: THE PARTIES

1. Defendant Judy P. Jobe, individually and through Aloha Financial Assistants, a company she controls, has perpetrated a fraudulent mortgage-rescue scheme. She represents falsely to vulnerable homeowners (many of whom are elderly) who are in danger of foreclosure that she is the agent of PRLG (a legitimate law firm in Chicago, Illinois), that PRLG will cancel the homeowner's mortgage if the homeowner pays thousands of dollars to PRLG, and that only she is authorized to collect fees for PRLG. She then takes the money from the homeowners, takes it for her own use, and does not pay it to PRLG or to any other law firm—leaving the home-owners in foreclosure without legal representation. She thereby converted to her own use \$8,000 from home-owners Mr. and Mrs. Santos, and \$8,000 from homeowner Ms. Kuaimoku, and comparable sums from the other members of the Proposed Class (the consumer victims of Judy P. Jobe), and slandered PRLG.

JURISDICTION

2. Mr. and Mrs. Santos are residents of Kaneohe, Honolulu County, Hawai'i. Ms. Kuaimoku is a resident of the City of Honolulu, Honolulu County, Hawai'i. Defendant Judy P. Jobe is a resident of the City of Honolulu, Honolulu County, Hawai'i. Defendant Aloha Financial Assistants, LLC, has a registered mailing address in the City of Honolulu, Honolulu County, Hawai'i. PRLG is registered to do business in the State of Illinois, and its reputation has been harmed in the County of Honolulu, State of Hawai'i.

3. The Plaintiffs are alleging that the Defendants have committed the following offenses against the Proposed Class of consumers: fraud (Count I), conversion (Count II), and unjust enrichment (Count III), and in so doing have violated Hawaii's Uniform Deceptive Trade Practices Act, [Haw.Rev.Stat. § 481A-1 et seq.](#) (Count IV). Against PRLG, the Defendants have committed slander (Count V) and have employed unfair methods of competition, which are illegal under Hawaii's Unfair Competition Act, [Haw.Rev.Stat. § 480-1 et seq.](#) (Count VI). Counts I, II, III, and V all are torts under the common law. Counts IV and VI are pursuant to Hawaii statutes. Therefore this Court has jurisdiction over all parties, and this Court is the most convenient venue for Defendants.

CLASS ACTION

4. The Proposed Class consists of all homeowners who have paid funds to Judy P. Jobe in reliance upon her representation that she was transferring the funds to a law firm and whose funds have not been transferred to any law firm.

5. Upon information and belief, Defendants, pursuant to their scheme, have taken funds from the following members of the Proposed Class, among others:

Armand Wesley Mariboho and Darla Marie Mariboho

Mililani, Hawaii 96789,

Lyle and Joanna Pasion

Honolulu, Hawaii 96817,

David F. Ing

Honolulu, Hawaii 96826,

Jaquelynne Mauvais

Lahaina, Hawaii 96761,

Viriglio Barut Ranchez and Martina Rombaoa Ranchez

Kapolei, Hawaii 96707,

Vicky and Russell Rumbawa

Honolulu, Hawaii 96825,

Derek and Leah Benz

Ewa, Hawaii 96706,

Elizabeth L. Ong

Waipahu, Hawaii 96797,

Elizabeth La Rosa Ilagan

Waipahu, Hawaii 96797,

Nes Sarmiento Tiburcio and Yolie Tiburcio

Honolulu, HI 96818

Teresita Adis Quintua

Aiea, Hawaii 96701,

Charito Labrador Hermano

Honolulu, Hawaii 96819

Yvette Masaniai and Jennifer-Lynne K. Carrell

Waipahu, Hawaii 96797, and

Rosalina B. Rosana

Pearl City, Hawaii 96782.

6. Consistent with Hawai'i [Rules of Civil Procedure Rule 23](#), (1) the Proposed Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative plaintiffs, Mr. and Mrs. Santos and Ms. Kuaimoku, are typical of the claims of the class, and (4) the representative plaintiffs will fairly and adequately protect the interests of the class. _

7. In addition, pursuant to [Rule 23](#), the prosecution of separate actions by individual members of the class (upon information and belief scores of victims whose names and addresses are not known to the representative plaintiffs) would cause a risk of inconsistent or varying adjudications with respect to individual members of the class. This would establish an incompatible standard of conduct for the Defendants, and would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

8. In addition, Defendants have acted on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

9. In addition, questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the case and controversy at bar.

10. Finally, although the Proposed Class has scores of potential members, Defendants can readily facilitate the need to contact the members of the Proposed Class by simply providing a list of their clients.

COUNT I:

COMMON-LAW FRAUD

11. Plaintiffs hereby reallege and incorporate the facts as alleged in paragraphs 1-10.

12. Defendant Judy P. Jobe (1) makes false representations, (2) knowing the representations are false, (3) in contemplation that the members of the Proposed Class will rely upon them, and (4) the members of the Proposed Class have done so to their detriment.

13. Defendants Judy P. Jobe and Defendant Aloha Financial Assistants have never had any affiliation with PRLG. Nor have Defendants ever had any authority-actual, apparent, or implied-to act on behalf of PRLG.

14. Defendants knowingly, intentionally, and maliciously represent falsely to members of the Proposed Class that Defendants are and were agents of PRLG. Defendant Judy P. Jobe targets the members of the Proposed Class and converses with them about their mortgages and a purported way PRLG can “erase their debt.”

15. Defendants knowingly, intentionally, and maliciously represent falsely to members of the Proposed Class that PRLG has the ability to “cancel” the homeowner's mortgage if the homeowner pays a fee of thousands of dollars to Defendant Aloha Financial Assistants on behalf of PRLG.

16. Defendants knowingly, intentionally, and maliciously represent falsely to members of the Proposed Class that they are authorized to collect such fees for PRLG.

17. Defendants knew these representations were false because they have never been agents of PRLG, or affiliates of PRLG, or employees of PRLG.

18. PRLG has never paid any commission or other monies, directly or indirectly, to either Defendant.

19. Defendants ought out, and continues to seek out, vulnerable home owners in danger of foreclosure. Defendant Ms. Jobe tells these homeowners that she is the only representative in Hawaii of a Chicago law firm (PRLG) which has found a way to “cancel their mortgage debt.”

20. The members of the Proposed Class have relied upon such knowingly false and malicious statements to their detriment.

21. Members of the Proposed Class have paid Defendants thousands of dollars in purported “fees,” much of which she claims is for legal fees.

22. Upon information and belief, Defendant Ms. Jobe has simply pocketed the Proposed Class members' money. Neither PRLG nor any other legitimate firm has retained any benefit from the fraudulent transactions.

23. Defendants' scheme has no legitimate basis and is designed to defraud susceptible homeowners. Furthermore, Defendants continue their above-alleged scheme.

WHEREFORE, Plaintiffs respectfully request that this Court enter an order:

a. Awarding Plaintiffs restitution of all sums paid by member of the Proposed Class to Defendants, in an amount to be determined at trial;

b. Finding Defendants jointly and severally liable for damages to the Plaintiffs in an amount to be determined at trial. This amount includes all sums wrongfully paid, damages to the market values of the homeowners' properties caused by relying on non-existent legal services, and damages to PRLG's reputation and good will;

c. Enjoining Defendants from soliciting legal services on behalf of PRLG or any other law firm;

- d. Enjoining Defendants from representing to anyone that they are, or ever have been, agents of PRLG or that PRLG claims to be able to cancel mortgages;
- e. Enjoining Defendants from any contact with PRLG's clients;
- f. Awarding punitive damages in the amount of \$1,000,000 to the Class Members;
- g. Awarding Plaintiffs reasonable attorneys' fees and costs of bringing this action; and
- h. Granting any such other and further relief as this Court deems just and proper.

COUNT II

CONVERSIN

24. Plaintiffs hereby reallege and incorporate the facts as alleged in paragraphs 1-23.
25. Defendants maliciously took money from members of the Proposed Class (1) in a manner to which they did not consent; (2) Defendants assumed permanently an unwarranted right of ownership of that money to the exclusion of the rights of the members of the Proposed Class; (3) Defendants thereby illegally exercise control over that property; and (4) Defendants wrongfully retain the property after PRLG demanded that they return it to its rightful owners.
26. Defendants did not have consent to take money from the members of the Proposed Class in the way it was taken, because the taking was based on a material misrepresentation.
27. If the members of the Proposed Class had known the truth-that Defendants had no authority to act on behalf of PRLG, and PRLG has no ability to "erase mortgage debt"-- they would not have parted with their money.
28. Defendants therefore illegally and maliciously assert dominion and control of the property of the members of the Proposed Class through Defendants' misrepresentations.
29. Defendants intend to retain illegally and permanently the property of the members of the Proposed Class.
30. Members of the Proposed Class have filed complaints against the Defendants with Hawai'i's Department of Commerce and Consumer Affairs.

WHEREFORE, Plaintiffs respectfully request that this Court enter an order:

- a. Awarding Plaintiffs restitution of all sums paid by the members of the Proposed Class to Defendants pursuant to Defendants' scheme, in an amount to be determined at trial;
- b. Finding Defendants jointly and severally liable for damages to the Plaintiffs in an amount to be determined at trial. Damages include all sums wrongfully paid, plus damage to the market values of the homeowners' properties caused by relying on non-existent legal services, and damage to PRLG's reputation;
- c. Enjoining Defendants from soliciting legal services on behalf of PRLG or any other legal entity;

- d. Enjoining Defendants from representing to anyone that they are, or ever have been agents of PRLG or that PRLG claims to be able to cancel mortgages;
- e. Enjoining Defendants from any contact with PRLG's clients;
- f. Awarding punitive damages in the amount of \$1,000,000 to the members of the Proposed Class;
- g. Awarding Plaintiffs reasonable attorneys' fees and costs of bringing this action; and
- h. Granting any such other and further relief as it deems just and proper.

COUNT III:

UNJUST ENRICHMENT

31. The Plaintiffs hereby repeat, neallege and incorporate the facts as alleged in paragraphs 1-30.
32. Members of the Proposed Class have conferred a benefit upon Defen dants, and retention of that benefit by Defendants would be unjust.
33. Defendants Judy P. Jobe and Aloha Financial Assistants knowingly, intentionally, and maliciously make false representations that are designed to be deceptive for the purpose of inducing homeowners to pay money to the Defendants, who pretend to act on behalf of PRLG. Defendants never were agents of PRLG or authorized to collect payments on behalf of PRLG.
34. Defendants Judy P. Jobe and Aloha Financial Assistants know that PRLG cannot cancel debts. Defendants also know that homeowners who do what Defendants tell them to do will be left with no legal representation as a result of Defendants' scam. Furthermore, Defendants Judy P. Jobe and Aloha Financial Assistants are and were aware that homeowners in already desperate financial situations will be further harmed as a result of the Defendant's actions.
35. Where homeowners who are seeking legal representation are making pay ments to a fraudulent and malicious third party, who is not the agent of their attorney and is not authorized to collect payments on the attorney's behalf, and where that third party retains those payments without authority, the situation is outrageous and shocks the conscience.
36. The Plaintiffs seek equitable relief, because there is not adequate remedy at law to prevent continuing and future harm that will result because of the actions of the Defendants.

WHEREFORE, the Plaintiffs respectfully request that this Court enter an order:

- a. Awarding the members of the Proposed Class restitution of all sums wrongfully paid by them to Judy P. Jobe or Aloha Financial Assistants, in an amount to be determined at trial;
- b. Awarding punitive damages in the amount of \$1,000,000 to the members of the Proposed Class;
- c. Finding Defendants Judy P. Jobe and Aloha Financial Assistants jointly and severally liable;
- d. Declaring that Defendants Judy P. Jobe and Aloha Financial Assistants have never been agents of the Property Rights Law Group, P.C.;

- e. Enjoining Defendants Judy P. Jobe and Aloha Financial Assistants from attempting to collect payments in the name of PRLG--and from making any representations to anyone about PRLG to the effect that Defendants are or ever have been agents of PRLG or that PRLG claims to be able to cancel debts; and
- f. Awarding to the Plaintiffs reasonable attorney's fees and costs of bringing this action; and
- g. Granting any such other and further relief as this Court may deem just and proper.

COUNT IV:
VIOLATION OF
UNIFORM DECEPTIVE TRADE PRACTICES ACT

37. The Plaintiffs hereby repeat, reallege and incorporate the facts as alleged in paragraphs 1-36.

38. Defendants Judy P. Jobe and Aloha Financial Assistants are knowingly, intentionally, maliciously, and willfully collecting wrongful payments from the members of the Proposed Class, by holding themselves out falsely as agents of PRLG. Defendants are failing to pass payments made by homeowners to PRLG or any other law firm, resulting in lack of legal representation for the homeowners. These actions constitute knowing, intentional, malicious, willful, and egregious violations of the Uniform Deceptive Trade Practices Act, [H.R.S. § 481A-3 et seq.](#):

(a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:

(1) passes off goods or services as those of another;

(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

(3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by another; ...

(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; ...

(9) Advertises goods or services with intent not to sell them as advertised; ...

(12) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

—[H.R.S. § 481A-3 et seq.](#)

39. Defendants Judy P. Jobe and Aloha Financial Assistants knowingly, intentionally, maliciously, and willfully have “passed off [their] services as those of another.” [H.R.S. § 481A-3\(a\)\(1\)](#) Specifically, Defendants Judy P. Jobe and Aloha Financial Assistants knowingly, intentionally, maliciously, and willfully held and continue to hold themselves out falsely to members of the Proposed Class as agents of PRLG, without any authority to do so. And Defendants knowingly, intentionally, maliciously, and willfully hold themselves out falsely to members of the Proposed Class as authorized to collect payments from the members on behalf of PRLG.

40. Defendants Judy P. Jobe and Aloha Financial Assistants knowingly, intentionally, and maliciously have “caused likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of its services.” H.R.S. § 481A-3(a)(2) Specifically, Defendants Judy P. Jobe and Aloha Financial Assistants knowingly, intentionally, maliciously, and willfully represent falsely to members of the Proposed Class that Defendants are agents of PRLG, that they are authorized to collect payments on behalf of PRLG, and that if homeowners pay money to the Defendants, then PRLG will cancel the homeowners' mortgages.

41. Defendants Judy P. Jobe and Aloha **Financial** Assistants knowingly, intentionally, maliciously, and willfully engage in “conduct which creates a likelihood of confusion and misunderstanding.” H.R.S. § 481A-3(a)(3) The representations made by Defendants Judy P. Jobe and Aloha **Financial** Assistants are intended to be deceptive in order to induce members of the Proposed Class to pay money to the Defendants, who pretend to act on behalf of PRLG.

42. Defendants Judy P. Jobe and Aloha **Financial** Assistants knowingly, intentionally, maliciously, and willfully represent falsely to consumers that Defendants' services have “sponsorship, approval, characteristics ... uses, and benefits” that they do not have.” H.R.S. § 481A-3(a)(5) Defendants Judy P. Jobe and Aloha **Financial** Assistants make the representations to the homeowners knowing that their representations are false and knowingly that many members of the Proposed Class are **elderly**. Defendants never were agents of PRLG or authorized to collect payments on PRLG's behalf. Defendants Judy P. Jobe and Aloha **Financial** Assistants also falsely represent that PRLG will cancel the mortgages of homeowners.

43. As result of the scheme initiated by Defendants Judy P. Jobe and Aloha **Financial** Assistants, members of the Proposed Class are now left with no legal representation and in a much worse **financial** position than they were before Defendants' scheme was effected. Also, PRLG is very “likely to be damaged by a deceptive trade practice of another,” as PRLG now has potential legal liability caused by Defendants' misrepresentations. H.R.S. § 481A-4(b) Therefore, PRLG falls into the class of persons sought to be protected by the Hawaii legislature when the statute was enacted. PRLG seeks injunctive relief to prevent Defendants from attempting to collect payments in the name of PRLG, from making any further representations to anyone that Defendants are or ever have been agents of PRLG, or that PRLG claims to be able to cancel debts.

44. Under the Hawaii's UDTPA, “[T]he court may award attorneys' fees to the prevailing party if ... the party charged with a deceptive trade practice has willfully engaged in the trade practice knowing it to be deceptive.” H.R.S. § 481A-4(b)(1),(2)

45. The actions of Defendants are knowingly, intentionally, maliciously, and willfully deceptive insofar as their representations are designed to be deceptive in order to induce members of the Proposed Class to pay money to the Defendants. Defendants made the representations to the homeowners knowing that the representations were false. Defendants knew that they never were agents of PRLG, knew that they were not authorized to collect payments on PRLG's behalf, knew that PRLG could not cancel debts, knew that the members of the Proposed Class would be left with no legal representation, and knew that many members of the Proposed Class are **elderly**. Defendants knew that, as a result of their scheme, they were harming the members of the Proposed Class by leaving them in a much worse **financial** and legal position.

WHEREFORE, Plaintiff, PRLG, respectfully requests that this Court enter an order:

- a. Enjoining Judy P. Jobe and Aloha **Financial** Assistants, from attempting to collect payments in the name of Property Rights Law Group, and from making any further representations of, or concerning, the Property Rights Law Group, to anyone that they are, or ever have been, agents of PRLG or that PRLG claims to be able to cancel mortgages, the services of PRLG, or its attorneys; and
- b. Awarding the Plaintiffs costs reasonable attorney's fees and costs of bringing this action; and
- c. Granting any such other and further relief as it deems just and proper.

COUNT V:

SLANDER

46. The Plaintiffs hereby repeat, reallege and incorporate as alleged in paragraphs, 1-45.

47. Defendants Judy P. Jobe and Aloha **Financial** Assistants have made false and defamatory statement concerning PRLG in an unprivileged publication to third parties, who include, but are not limited to the named members of the class in this complaint. The actions of Judy P. Jobe and Aloha **Financial** Assistants amount to, at the very least, negligence on the part of the Defendants. And Defendants have caused significant harm to the reputation of PRLG, and **financially** to members of the Proposed Class (the victims of Judy P. Jobe).

48. Defendants Judy P. Jobe and Aloha **Financial** Assistants have falsely claimed that they are agents of PRLG. Ms. Jobe and Aloha **Financial** Assistants have falsely made statements, that they knew not to be true, not limited to, but including that, PRLG has the power to cancel the homeowner's mortgage, if the homeowner pays thousands of dollars to PRLG. Jobe and Aloha have also falsely claimed, that they are authorized to collect fees for PRLG.

49. Despite having no agency relationship with PRLG or privity of contract with PRLG, Jobe and Aloha have taken money from the homeowners, retained the sum, and have failed to pay it to PRLG or to any other law firm. The result of Jobe and Aloha's mortgage scam has left home-owners in foreclosure without legal representation, and in a worse **financial** position than they were in beforehand.

50. Defendants Jobe and Aloha have stolen \$8,000 from homeowners Mr. and Mrs. Santos, stolen \$4,000 from homeowner Ms. Kuaimoku, and have stolen \$45,000 from other members of the Proposed Class (the victims of Judy P. Jobe), and have caused considerable damage to the reputation of the Property Rights Law Group.

51. As result of the scheme initiated by Defendants Judy P. Jobe and Aloha **Financial** Assistants, homeowners are now left with no legal representation and in a much worse **financial** position than they were before the scheme. In addition, Defendants' actions have exposed PRLG to potential legal liability as Defendants' alleged principal in the scheme. PRLG seeks injunctive relief to prevent Defendants Judy P. Jobe and Aloha **Financial** Assistants, from attempting to collect payments in the name of Property Rights Law Group, making any further representations of, or concerning, the Property Rights Law Group, to anyone that they are, or ever have been, agents of PRLG, or that PRLG claims to be able to cancel mortgages.

WHEREFORE, the Plaintiffs respectfully request that this Court enter an order:

- a. Awarding the Plaintiffs restitution of all sums wrongfully paid by the Plaintiffs to Judy P. Jobe and Aloha **Financial** Assistants, (approximately \$57,000) in a specific amount to be determined at trial;
- b. Awarding punitive damages in the amount of \$1,000,000 to the Class Members;
- c. Finding Judy P. Jobe and Aloha **Financial** Assistants jointly and severally liable;
- d. Declaring that Judy P. Jobe and Aloha **Financial** Assistants have never been agents of the Property Rights Law Group, P.C.;
- e. Enjoining Judy P. Jobe and Aloha **Financial** Assistants, from attempting to collect payments in the name of Property Rights Law Group, and from making any further representations of, or concerning, the Property Rights Law Group, to anyone that they are, or ever have been, agents of PRLG or that PRLG claims to be able to cancel mortgages, the services of PRLG, or its attorneys;

- f. Awarding the Plaintiffs reasonable attorney's fees and costs of bringing this action; and
- g. Granting any such other and further relief as it deems just and proper.

COUNT VI:

VIOLATION OF HAWAII

UNFAIR COMPETITION AND PRACTICES STATUTE

52. The Plaintiffs hereby repeat, reallege and incorporate the facts as alleged in paragraphs 1-51.

53. The actions of Defendants Judy P. Jobe and Aloha **Financial** Assistants in wrongfully collecting payments from homeowners, by holding themselves out as agents of the PRLG to homeowners, and by failing to pass payments made by homeowners to PRLG or any other law firm, resulting in lack of legal representation for the homeowners, constitute willful, malicious, and egregious violations of Hawaii's statute against unfair competition and practices, [H.R.S. §480-2](#), which provides in relevant part:

Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

54. Within the last year, Defendants Judy P. Jobe and Aloha **Financial** Assistants have engaged in unfair and deceptive acts and practices-including but not limited to the use and employment of deception, fraud, false pretenses, misrepresentation, and concealment, suppression and omission of material facts. Specifically, Judy P. Jobe and Aloha **Financial** Assistants falsely represented to homeowners that they were agents of PRLG, that they were able to collect payments on behalf of PRLG, and that when homeowners paid money to the Defendants, PRLG would be able to cancel the homeowners' mortgage.

55. Defendants Judy P. Jobe and Aloha **Financial** Assistants have employed deception, false pretenses, and misrepresentation with the intent that homeowners would rely upon the concealment, suppression or omission of such material fact. Defendants Judy P. Jobe and Aloha **Financial** Assistants have willfully and falsely held themselves out to homeowners as agents of PRLG, without any authority to do so. Defendants Judy P. Jobe and Aloha **Financial** Assistants have willfully and falsely held themselves out to homeowners as being able to collect payments on behalf of the PRLG, also without any authority to do so.

56. The representations made by Defendants Judy P. Jobe and Aloha **Financial** Assistants were designed to be deceptive in order to induce homeowners into paying money to the Defendants. Defendants, Judy P. Jobe and Aloha **Financial** Assistants made the representations to the homeowners knowing that representations were false, that they were never agents of PRLG or able to collect payments on their behalf, that the homeowners would be left with no legal representation, and that as an end result of the Defendant's scam, the homeowners would be left in a much worse **financial** position, than they were beforehand.

57. In light of the foregoing, the Plaintiffs are entitled to treble damages in accordance with [H.R.S. §480-13\(a\)](#).

WHEREFORE, Plaintiff respectfully request that this Court enter an order:

- a. Awarding Plaintiffs general and special actual damages in an amount to be determined at trial, plus treble damages, plus punitive damages in the amount of \$1,000,000 to the Class Members;
- b. Finding Defendants jointly and severally liable;
- c. Declaring that Defendants never have been agents of PRLG;

d. Enjoining Defendants from attempting to collect payments in the name of PRLG and from making any further representations to anyone to the effect that Defendants ever have been agents of PRLG or that PRLG claims to be able to cancel debts;

e. Awarding the Plaintiffs reasonable attorney's fees and costs of bringing this action; and

f. Granting any such other and further relief as it deems just and proper. Dated: Honolulu, Hawai'i, January 3, 2013.

Sandra D. Lynch, Esq.

Attorney for Plaintiffs

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