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OCT 15 2008

THOMAS R. FALLQUIST
SPOKANE COUNTY

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

STATE OF WASHINGTON,

Plaintiff,

v.

UNITED HOME SAVERS, a Florida
limited liability partnership;
STEPHANIE DIETSCHY, an
individual, and DARIN DIETSCHY, an
individual,

Defendants.

NO.

08204707-0

CIVIL COMPLAINT

COMES NOW, plaintiff State of Washington, by and through its attorneys Robert M. McKenna, Attorney General, and Jack G. Zurlini, Jr., Assistant Attorney General, and brings this action against defendants named herein and alleges as follows:

1. JURISDICTION

1.1. This complaint is filed and these proceedings are instituted under the provisions of RCW 19.86, the Unfair Business Practices—Consumer Protection Act (CPA); RCW 19.134, the Credit Services Organization Act (CSOA); and RCW 19.158, the Commercial Telephone Solicitation Act (CTSA).

1.2. Jurisdiction of the Attorney General to commence this action is conferred by RCW 19.86.080, 19.86.140, and 19.134.070. Defendants mailed solicitation letters and post cards to homeowners living in Spokane County and elsewhere in Washington State who were

1 in danger of losing their homes to foreclosure. Defendants also solicited Washington
2 consumers over the Internet at their website. In addition, numerous Washington homeowners
3 (including those residing in Spokane County) called defendants in response to the
4 solicitations, paid \$1,200 or more to defendants, and entered into contracts to obtain the
5 services defendants promised, namely, to find alternatives to foreclosure and thus rescue
6 consumers' homes from foreclosure.

7 1.3. The violations alleged herein have been and are being committed in whole or
8 in part in Spokane County, State of Washington, and other counties in the State of
9 Washington by defendants named herein.

10
11 **2. DEFENDANTS**

12 2.1. Defendant United Home Savers, LLP (UHS), is a Florida limited liability
13 partnership whose office is located in Clearwater, Florida. UHS does business in Washington
14 in connection with the marketing and sale of the products and services offered by UHS,
15 namely, a purported foreclosure rescue service.

16 2.2. Defendant Stephanie Dietschy is an individual who resides in Belleair Beach,
17 Florida, and is an owner and partner of UHS.

18 2.3. Defendant Darin Dietschy is an individual who resides in Belleair Beach,
19 Florida, and is an owner and partner of UHS.

20 2.3. Defendants Stephanie Dietschy and Darin Dietschy also manage, operate, and
21 control UHS. Defendants Stephanie Dietschy, Darin Dietschy, and UHS are sometimes
22 collectively referred to as "Defendants."

23 2.4. At all times referenced herein, Defendants and each of them acted in concert or
24 participated with each other for their mutual benefit.

1 4.2. In the context of conducting its business, Defendants used numerous false
2 and/or misleading advertisements. Such conduct constitutes unfair or deceptive acts or
3 practices in trade or commerce, and/or unfair methods of competition in violation of RCW
4 19.86.020.

5
6 **SECOND CAUSE OF ACTION – MISREPRESENTATIONS**

7 4.3. Plaintiff realleges paragraphs 1.1 through 4.2 and incorporates them herein as if
8 set forth in full.

9 4.4. In the context of conducting its business, Defendants made numerous
10 misrepresentations. Such conduct constitutes unfair or deceptive acts or practices in trade or
11 commerce, and/or unfair methods of competition in violation of RCW 19.86.020.

12
13 **THIRD CAUSE OF ACTION – UNFAIR PRACTICES**

14 4.5. Plaintiff realleges paragraphs 1.1 through 4.4 and incorporates them herein as if
15 set forth in full.

16 4.6. In the context of conducting its business, Defendants engaged in numerous
17 unfair acts and practices. Such conduct constitutes unfair or deceptive acts or practices in trade
18 or commerce, and/or unfair methods of competition in violation of RCW 19.86.020.

19
20 **FOURTH CAUSE OF ACTION—VIOLATIONS OF THE**
21 **CREDIT SERVICES ORGANIZATION ACT, RCW 19.134**

22 4.7. Plaintiff realleges paragraphs 1.1 through 4.6 and incorporates them herein as
23 if set forth in full.

24 4.8. In the context of conducting its business, Defendants violated the Credit
25 Services Organization Act, RCW 19.134. For each Washington consumer that Defendants
26

1 entered a contract with, Defendants violated the statute in numerous ways by committing,
2 among others, the following acts:

3 (i) requiring consumers to pay a fee before Defendants complete its
4 promised services without first obtaining a surety bond in violation of RCW
5 19.134.020(1);

6 (ii) making untrue and misleading representations in the offer or sale of
7 their services in violation of RCW 19.134.020(4);

8 (iii) failing to maintain "information statement" files in violation of RCW
9 19.134.040;

10 (iv) failing to provide consumers with "information statements" and thus
11 failing to provide the seven separate disclosures to be communicated by the statement
12 in violation of RCW 19.134.050;

13 (v) failing to include in the contract the mandatory notification of the 5-day
14 cancellation period in violation of RCW 19.134.060(1)(a);

15 (vi) attempting to or requiring consumers to waive attorney fees and other
16 damages provided by RCW 19.134.080 in violation of RCW 134.070(1);

17 (vii) failing to provide the mandatory "notice of cancellation" forms to
18 consumers in violation of RCW 134.060(2);

19 (viii) attempting to or requiring consumers to waive the 5-day cancellation
20 period provided by RCW 19.134.060 in violation of RCW 19.134.070(1); and

21 (ix) failing to fully and in detail describe in the contract the services to be
22 provided, guarantees, promises of refunds, estimated date by which the services are to
23 be performed, or estimated length of time for performing the services in violation of
24 RCW 19.134.060(1)(c).

1 4.9. Pursuant to RCW 19.134.070(5), each of the several separate violations of
2 RCW 19.134 alleged against Defendants in this cause of action is also a separate per se
3 violation of the Consumer Protection Act, RCW 19.86.

4 **FIFTH CAUSE OF ACTION—VIOLATIONS OF THE COMMERCIAL**
5 **TELEPHONE SOLICITATION ACT, RCW 19.158**

6 4.10. Plaintiff realleges paragraphs 1.1 through 4.9 and incorporates them herein as
7 if set forth in full.

8 4.11. In the context of conducting its business, Defendants violated the Commercial
9 Telephone Solicitation Act, RCW 19.158. For each Washington consumer that Defendants
10 contacted with their telephonic sales pitch, Defendants violated the statute in numerous ways
11 by committing, among others, the following acts:

12 (i) engaging in unfair or deceptive commercial telephone solicitations in
13 violation of RCW 19.158.040(1),

14 (ii) failing to provide purchasers of its services with written confirmations
15 as required by RCW 19.158.120(1), and

16 (iii) failing to register with Washington State prior to conducting
17 commercial telephone solicitations of Washington consumers in violation of RCW
18 19.158.150.

19 4.12. Pursuant to RCW 19.158.030, each of the several separate violations of RCW
20 19.158 alleged against Defendants in this cause of action is also a separate unfair or deceptive
21 act in trade or commerce for the purpose of applying the Consumer Protection Act, RCW
22 19.86.

23 **5. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff State of Washington prays for relief as follows:

25 5.1. That the Court adjudge and decree that Defendants have engaged in the conduct
26 complained of herein.

1 **5.2.** That the Court adjudge and decree that the conduct complained of in paragraphs
2 1.1 through 4.12 constitutes unfair or deceptive acts and practices and unfair methods of
3 competition in violation of the Consumer Protection Act, Chapter 19.86 RCW.

4 **5.3.** That the Court assess civil penalties pursuant to RCW 19.86.140 of up to two
5 thousand dollars (\$2,000.00) per violation against Defendants for each and every violation of
6 RCW 19.86.020 caused by the conduct complained of herein.

7 **5.4.** That the Court adjudge and decree that the conduct complained of in paragraphs
8 1.1 through 4.12 constitutes violations of the Credit Services Organization Act, RCW 19.134,
9 and are per se violations of RCW 19.86 pursuant to RCW 19.134.070(5).

10 **5.5.** That the Court adjudge and decree that the conduct complained of in paragraphs
11 1.1 through 4.12 constitutes violations of the Commercial Telephone Solicitation Act, RCW
12 19.158, and are per se violations of RCW 19.86 pursuant to RCW 19.158.030.

13 **5.6.** That the Court assess civil penalties pursuant to RCW 19.158.140 of up to two
14 thousand dollars (\$2,000.00) per violation against Defendants for each and every violation of
15 RCW 19.158 caused by the conduct complained of herein.

16 **5.7.** That the Court adjudge and decree that in each instance Defendants violated
17 RCW 19.158 in making a sale of their property, goods or services to a Washington resident,
18 the resulting contract is voidable as provided by RCW 19.158.120(3).

19 **5.8.** That the Court adjudge and decree that in each instance Defendants failed to
20 provide Washington resident purchasers of their property, goods or services with written
21 confirmations as required by RCW 19.158.120(1), the resulting sale is not final and subject to
22 cancellation as provided by RCW 19.158.120.

23 **5.9.** That the Court adjudge and decree that in each instance Defendants contracted
24 with a Washington resident for its foreclosure rescue services, the contract is void and
25 unenforceable by reason of public policy because of the contract's numerous violations of the
26 Credit Services Organization Act, RCW 19.134.

