

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

2017 MAR -6 A. 9:52

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

JOSE H. VIERA and ZOILA M. VIERA,

Plaintiffs,

v.

BELLA HOMES, LLC; MARK S. DIAMOND;
DANIEL DELPIANO; JOSE I. FLORES; JOSE M.
ALVAREZ; and GRACE K. HOLLAND;

Defendants.

Civil Action No. 1:12cv 243
LOG/JFA

COMPLAINT

Plaintiffs Jose H. Viera and Zoila M. Viera, through undersigned counsel, bring this complaint pursuant the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 *et seq.*, the Credit Repair Organizations Act (“CROA”), 15 U.S.C. §§ 1679 *et seq.*, and state law causes of action against Bella Homes LLC (“Bella”), Mark S. Diamond, Daniel Delpiano, Jose I. Flores, Jose M. Alvarez, and Grace K. Holland (collectively, “Defendants”), to seek relief from Defendants’ perpetration of a discriminatory, abusive, and predatory mortgage modification and foreclosure rescue scam targeting Hispanic homeowners in Northern Virginia in an attempt to deprive them of their homes. Plaintiffs allege in support thereof the following:

INTRODUCTION

1. Plaintiffs, a Hispanic married couple with a limited understanding of financial matters for whom English is a second language, placed their trust and

confidence in Defendants in seeking mortgage assistance. Defendants convinced Plaintiffs to turn over title to their home to Bella, while promising Plaintiffs, among other things, that they would be able to stay in their home via a leasing agreement that assured them significantly reduced monthly payments and that they would be able to obtain a low interest fixed-rate loan to “repurchase” their home at the end of the lease period.

2. Defendants instead violated Plaintiffs’ trust and confidence by inducing them to sign documents purporting to convey title to their home (including their appliances) for a purchase price of \$0, to assume a “rent” obligation of nearly \$60,000 over a period of three years in order to stay in their home, and to make “rental” payments to Bella instead of payments on their mortgage. Plaintiffs have already paid nearly \$5000 of that “rental” amount. Defendants also purported to obtain free title to Plaintiffs’ home without assuming the mortgages, which became subject to acceleration upon transfer of title, or assuming any of the other responsibilities of ownership such as payment of property taxes and insurance and maintenance of the property. Defendants also told Plaintiffs that Plaintiffs would have no more dealings with their lender because Bella would work with their lender. As a result, Defendants caused Plaintiffs to default on their primary mortgage, subjecting them to a risk of foreclosure and risk of damage to their credit.

3. Defendants acted to conceal the alleged transfer of title from the public by failing to record the purported deed of conveyance, as they promised they would do within 15-30 days of closing, by forbidding Plaintiffs from recording the purported lease,

and by failing to notify the mortgagee of the purported title transfer. Defendants also rushed Plaintiffs into the scheme by advising them that they had to act quickly to qualify, and pressured them to sign papers that were not translated into Spanish, their primary language.

4. Many of the representations made by Defendants regarding the Bella program were not merely false in the Vieras' case, but were untrue statements of law and of known fact inherent in the design of the scheme itself. Defendants represented that, in Bella's program, Bella would negotiate with the homeowner's mortgage lender to purchase the mortgage at a discount and cancel it, thus allowing the homeowners to repurchase their home at less than its appraised value (but far more than the price of \$0 at which they would transfer it to Bella) and restore their credit. However, upon information and belief, Bella has not purchased any mortgages, and lacked the financial capacity to do so. Defendants represented that homeowners in Bella's program would be protected from eviction under a federal law protecting lessees, but under Bella's scheme, its "tenants" are not bona fide lessees protected by that law. Defendants also represented that they would take legal action to prevent foreclosure and eviction, but, upon information and belief, they were in no position to do so. Actions Bella filed for other victims of the scheme were frivolous, ineffective at preventing foreclosure, and, upon information and belief, filed only *after* their victims' homes had been foreclosed upon.

5. Defendants' conduct contains many hallmarks identified by federal enforcement agencies as those of a predatory mortgage modification and foreclosure rescue scam.

6. The U.S. Attorney and the state Attorney General in Colorado have brought an enforcement action, under which Bella and Defendants Diamond and Delpiano agreed to a preliminary injunction ceasing further operations and transferring approximately \$500,000 to the government pending final resolution of the case or further orders from the court. The complaint in that action states that Bella derived more than \$3 million in “rent” payments as part of its scheme, the vast majority of which was used to pay the personal expenses of Defendants Diamond and Delpiano, Michael Terrell (the “Senior Corporate Attorney” for Bella) and other persons affiliated with Bella. The \$3 million collected in “rent” is far in excess of the \$500,000 that Bella and others have agreed to transfer in the Colorado case. The Colorado action does not include Defendants Flores, Alvarez, and Holland, who operated in Virginia. The enforcement action in Colorado is *United States v. Bella Homes LLC et al.*, No. 12-cv-390-MSK-MEH (D. Colo.) (preliminary injunction entered Feb. 22, 2012).

7. Upon information and belief, Defendants Diamond (Bella’s sole member/manager and its chief executive officer and president) and Delpiano (who has felony convictions for conspiracy to commit wire fraud, conspiracy to commit mail fraud, wire fraud, money laundering, mortgage fraud and racketeering) personally, and in combination and conspiracy with others, formulated, directed, controlled, participated in, assisted with, or facilitated Bella’s scheme as outlined in this Complaint. The scheme, as carried out through Bella representatives including Defendants Flores, Alvarez and Holland, was directed at Plaintiffs because they are Hispanic, and was effectuated by means of deceptive and unfair practices.

8. Plaintiffs seek in this action to remedy discrimination on the basis of national origin, to recover clear title to their home, and to recover damages for their financial losses and other injuries suffered as a result of Defendants conduct, as well as punitive damages and attorneys' fees.

PARTIES

9. Plaintiffs Jose H. Viera and Zoila M. Viera (the "Vieras") are a married couple who reside at 5687 Ribbon Court, Woodbridge, Virginia. The Vieras are residents of Prince William County in the Commonwealth of Virginia and are not experienced in financial matters. They were born in El Salvador and their primary language is Spanish. They are not fluent in English. In El Salvador, Mr. Viera completed the eighth grade, and Mrs. Viera completed a post-secondary school training program to become an executive secretary.

10. Defendant Bella is a limited liability company organized under the laws of the state of Delaware. Upon information and belief, Bella's principal place of business is in Atlanta, Georgia. The Vieras have received communications from Bella that originated in the Atlanta area. Bella's foreign-company registration filings with the State of Georgia state that the sole member/manager of Bella is Mark Diamond.

11. Defendant Mark S. Diamond is the founder, president and Chief Executive Officer of Bella. On information and belief, Mr. Diamond is a resident of Arizona.

12. Defendant Daniel Delpiano is a resident of Georgia and an agent of Bella. Upon information and belief, Mr. Delpiano assisted Mr. Diamond in devising the Bella

scheme and is one of Bella's founders. Mr. Delpiano is currently on supervised release for federal criminal convictions.

13. Defendant Jose I. Flores is an agent of Bella and a licensed real estate salesperson in the Commonwealth of Virginia (License # 0225166223). On information and belief, Mr. Flores is a resident of Virginia.

14. Defendant Jose M. Alvarez is an agent of Bella. Defendant Alvarez is a resident of Virginia.

15. Defendant Grace K. Holland is an agent of Bella and represents herself to be licensed as a Notary Public in Virginia. She is also a licensed real estate salesperson in the Commonwealth of Virginia (License # 0225105944). Ms. Holland is a resident of Virginia.

JURISDICTION AND VENUE

16. This action arises under the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679 *et seq.*, both laws of the United States. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343(a).

17. This Court has jurisdiction over Plaintiffs' state law claims, pursuant to 28 U.S.C. § 1367(a).

18. This Court has jurisdiction to grant both declaratory and injunctive relief under 28 U.S.C. §§ 2201 and 2202.

19. This Court has personal jurisdiction over Bella, Mr. Diamond, and Mr. Delpiano pursuant to Va. Code Ann. § 8.01-328.01(A)(1)-(4) and (6) (2012) based upon their use of agents in Virginia to perpetrate their foreclosure rescue scam.

20. This Court has personal jurisdiction over Mr. Flores, Mr. Alvarez and Ms. Holland because they are residents of Virginia.

21. Venue in this district is proper under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claim occurred in this district.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

A. Defendants Target Hispanic Homeowners in Northern Virginia

22. Defendants have targeted Hispanic homeowners in Northern Virginia for a foreclosure rescue scam that deprives them of their homes, requires them to make “rental” payments to Bella instead of their mortgage payments, and subjects them to foreclosure.

23. Bella, through its agents and representatives, induces Hispanic homeowners who are not fluent in English and have little knowledge of financial matters to enter into its program.

24. Bella uses Hispanic representatives to operate within the Hispanic community and bring other Hispanic homeowners into the Bella program. This type of affinity fraud exploits a representative’s ties to the Hispanic community in an effort to solicit Hispanic clients and gain their trust.

25. Defendant Alvarez, the Bella representative who convinced Plaintiffs to enter into the Bella program, is Hispanic. Plaintiffs have observed Bella representatives

operating within the Hispanic community in Northern Virginia to bring other Hispanic homeowners into the Bella program. Again, this affinity marketing exploits the trust of Hispanic homeowners.

26. Defendants also promote the Bella program on a Spanish radio station that broadcasts in the Northern Virginia area. Specifically, Defendant Flores has led 30-minute Spanish-language segments on the radio advertising the Bella foreclosure rescue scam. Upon information and belief, these segments have occurred on multiple occasions, at weekly intervals. Upon information and belief, Bella does not have any similar advertising programs on English-language radio stations in the Washington, D.C. metropolitan area.

27. In October 2011, the Vieras attended a meeting, hosted by Mr. Flores and Mr. Alvarez, designed to recruit more Bella “representatives” (*i.e.*, people who will bring others into Bella’s program) through a discussion of the Bella business model (a multi-level marketing scheme). Approximately ten people attended that meeting, all of whom were Hispanic; the meeting was conducted in Spanish. At the meeting, an English-language video on Bella’s program for homeowners and representatives was shown, which Mr. Flores orally summarized in Spanish. At that meeting, Mr. Flores also informed the attendees that Bella was working to develop a Spanish-language video designed to convince homeowners to enter Bella’s program.

28. Upon information and belief, Bella “representatives” must pay upfront registration fees totaling \$249, and are then charged \$49 per month for the operation of a customized Bella web portal that credits representatives for the homeowners they sign up

for Bella's program. According to a Bella promotional webinar, representatives are credited with a portion of the rent paid by individuals who participate in the Bella foreclosure rescue program.

29. Upon information and belief, Mr. Flores and Mr. Alvarez host such recruitment meetings each week or every other week to recruit more Hispanics to become Bella representatives who, in turn, recruit others from their community into the program. On at least one other occasion, Mr. Flores called Mr. Viera to ask him to attend a Bella recruitment meeting, but Mr. Viera did not attend.

30. Upon information and belief, Bella also uses Spanish-speakers to conduct telephonic communications between Bella's main office/corporate headquarters and Hispanic homeowners in Northern Virginia. The Vieras have received phone calls in Spanish from Bella's main office.

B. The Bella Scheme

31. Defendants have targeted Plaintiffs and other Hispanic homeowners in Northern Virginia to deprive them of their homes and put them at risk for foreclosure. Defendants effectuate this result through the perpetration of a foreclosure rescue scam known as a "leaseback/rent-to-buy scheme."

32. Defendants' scheme requires homeowners to transfer title of their home to Bella and subsequently pay "rent payments" to Bella under a lease for the property in lieu of the mortgage payments previously paid to the lender. Defendants state that Bella will credit these payments against an eventual repurchase of the house by the homeowner on better terms. Defendants state on their website, www.bellahomesllc.net, that Bella will

negotiate with the lender to purchase the mortgage, and that upon purchase it will cancel the mortgage and report the mortgage to credit reporting agencies as “paid in full.” Bella represents that it has successfully purchased mortgages from major banks in the past, when, upon information and belief, it has never done so and lacks the financial resources to do so at the scale required to accommodate all homeowners in the program.

33. Defendants also represent on Bella’s website that, under this scheme, the homeowner’s monthly payment will be reduced by 40-60%, the homeowner will be protected from foreclosure, and the homeowner will have the guaranteed right to stay in the house for the term of the lease, even if in default of the mortgage.

34. As a part of the scheme, Defendants make numerous misrepresentations. On its website, Bella represents that it will purchase a homeowner’s home “for the amount of the first mortgage and second mortgage and other liens and then lease their home back to them for a period of three to seven years.” Additionally, the website’s Q&A section claims, “There will be a purchase and sale contract that will identify the purchase price as the amount of the first mortgage on the said property.” However, in the Vieras’ case, the property was transferred at a purchase price of \$0, and the Vieras received no cash at the closing. There is no indication in any of the papers signed by the Vieras at closing of a purchase price equal to “the amount of the first mortgage and second mortgage and other liens,” or even the “amount of the first mortgage.”

35. Bella also states on its website and in promotional materials received by the Plaintiffs, including the “Pre-Approval Letter,” that the monthly lease payment will be “40-60% lower than your mortgage payment.” Because Bella sets “rental” payments

that equal 40-60% of the mortgage payments, this representation is premised on the homeowner not making mortgage payments while in the Bella “program.” Consistent with that premise, the Vieras and, upon information and belief, other participants in the program were instructed not to pay their mortgages, but instead to pay those monies to Bella.

36. After homeowners sign over title of their home to Bella, Bella then leases the home back to the former owners for a period of three, five, or seven years, with a 10% rent increase each year and very strict lease terms. Bella represents, both on its website and on the documents it requires homeowners to execute, that it will perform a forensic audit of the mortgage to determine whether it is an “illegal mortgage,” and that this audit will provide it leverage in negotiating with the homeowner’s lender to buy the mortgage(s) at a discount. Bella does not assume the mortgage or any responsibility to keep the payments on that mortgage current.

37. Although the Bella program is premised on the homeowner ceasing to make mortgage payments and paying Bella instead, in actuality, the Vieras’ mortgages, and undoubtedly other homeowners’ mortgages, became subject to acceleration upon the transfer of title to Bella. However, Bella conceals from homeowners this legal effect of the title transfer, and assumes no responsibility to pay the mortgage.

38. Despite the fact that it takes no responsibility for paying the mortgage now due, Bella promises “no foreclosure.” Bella represents on its website that no home in the Bella “program” has ever proceeded to foreclosure, but this representation is false. Case

filings and county records disclose that at least nine homes in the Bella program have proceeded to foreclosure.

39. Bella also promises that, should a property in the Bella program proceed to foreclosure (again, while falsely claiming that this has never happened), the former homeowner, now tenant, would be protected under the Protect Tenants at Foreclosure Act (“PTFA”), and thus would be able to stay in the house for the term of the “lease” with Bella. This representation also is false. The PTFA requires an arms’ length transaction, not present in the Bella program, and does not apply where, as here, the tenant is the mortgagor. There is no basis for Bella’s assertion that it could successfully assert the PTFA to protect its “tenants.”

40. Bella’s program also is presented as a means of rehabilitating a homeowner’s credit.

41. Bella represents that, after it purchases a mortgage, it will report the loan as “paid in full” to credit reporting agencies.

42. Bella’s website also provides the following advice to homeowners regarding participation in the foreclosure rescue scam:

What we recommend is for a Homeowner whose house is upside down but has good credit and wants to keep the home and their good credit is the following. They become a Bella Homes client and after we close we will move immediately to draft a lawsuit and file that lawsuit with the court, asking the court to issue a TRO prohibiting the lender from foreclosing and putting a derogatory on their credit report. However, keep in mind that there is no guarantee that the court will do that. But, if the mortgage is illegal that will eventually be decided and any derogatory will be then removed from their report. The homeowner should not be in jeopardy of losing the property because

there will be a lease on the property which will keep them protected. The bank has to honor the lease and due to the fact that banks are not interested in becoming landlords, Bella Homes will still continue to pursue to purchase that mortgage from the lender and once it is purchased reclassify the status on the credit report.

43. Bella thus represents its program to provide at least the following credit repair services: 1) drafting a lawsuit seeking to prevent the mortgagee from foreclosing and damaging the borrower's credit; and 2) repurchasing the mortgage and reclassifying the mortgage's status as "paid in full" on the borrower's credit report.

44. Upon information and belief, there is no reasonable basis for Bella's assertion that it has the ability to purchase the mortgage from the homeowner's lender, to classify it as "paid in full," or to take any other step to repair or improve the homeowner's credit. To the contrary, Defendants encourage the homeowner to default on the mortgage by diverting mortgage payments to Bella, and to allow Bella to handle all communications with the mortgage holder, actions that damage rather than repair or maintain the homeowner's credit.

45. Bella seeks, and in the case of Plaintiffs has obtained, substantial upfront fees for these credit repair services before performing any such services.

46. On information and belief, Defendants Diamond and Delpiano personally devised the entire Bella scheme and have personally profited from its operations. Bella represents on its website that Defendant Diamond devised Bella's business plan and model as the founder, CEO, and president of Bella.

C. The Vieras Are Targeted for the Scheme

47. The Vieras bought their home at 5687 Ribbon Court in Woodbridge, Virginia on or around August 23, 2004. They took out two loans to purchase the home – a first-lien loan of \$245,500 and a second-lien loan of \$61,450. These loans were originated by Harbourton Mortgage Investment Corporation and are now serviced by Bank of America.

48. Mr. Viera first learned of Bella through speaking with Mr. Alvarez in September 2011. Mr. Alvarez is a representative Bella uses to induce Hispanic homeowners to enter into the scheme.

49. Mr. Alvarez explained to Mr. Viera that Bella would buy his home, and then Mr. Viera would make monthly payments to Bella that were lower than his current mortgage payments. Mr. Alvarez presented the Bella program as a way for the Vieras to pay less money each month and save their home.

50. All of the conversations between Mr. Alvarez and Mr. and/or Mrs. Viera were in Spanish.

51. After speaking with Mr. Alvarez about Bella's program, Mr. Viera discussed it with Mrs. Viera. The Vieras then gave copies of their mortgage documents to Mr. Alvarez based on his representation that Bella would need to review them to determine whether to approve the Vieras for the Bella program.

52. Upon information and belief, Mr. Alvarez forwarded copies of the Vieras' mortgage papers to Bella's corporate headquarters in Georgia. On or about September 19, 2011, the Vieras received a letter from Bella in the mail (the "Pre-Approval Letter")

informing them that their property had been “pre-approved for the Bella Homes, LLC program whereby you can resolve your real estate challenges and reduce your mortgage balance and monthly payment by 40% to 60%.”

53. The Pre-Approval Letter explained, “in the unlikely event that Bella Homes is unable to purchase or otherwise settle your mortgage and your property proceeds to foreclosure (rest assured, this has not happened to date) your lender will be legally bound under a new federal statute to honor the terms of the lease in effect at that time. This means that should your lender initiate foreclosure proceedings, they will be barred from removing you from your home until the term of your lease expires.”

54. As set out above, available case filings and county records disclose that at least nine homes in Bella’s program have proceeded to foreclosure; at least four of those homes were foreclosed upon before the date of the Pre-Approval Letter.

55. The “new federal statute” to which Bella refers, the PTFA, does not apply where the lease is not an arm’s length transaction or if the mortgagor is the tenant.

56. The Pre-Approval Letter further stated that Bella must receive a “fully executed agreement within seven business days of the date of this letter” or the offer would be rescinded and the Vieras could not be considered for the program at a later date.

57. There was no valid reason to require the Vieras to execute the agreement within seven days, and the short time frame was an effort to pressure them to enter the program without allowing them time to read about, understand, or seek advice as to the legitimacy of the program.

58. Enclosed with the Pre-Approval Letter were a “Pre-Closing Sales Agreement” and a document entitled “Why Bella Homes?” – the latter of which promised “[n]o foreclosure” and “[m]ortgage forgiveness.”

D. The “Closing”

59. On September 27, 2011, a “closing” took place at the Vieras’ home, beginning around 8:00 p.m. just after Mrs. Viera returned home from work.

60. The first time the Vieras saw any of the documents executed at the closing was at the closing itself.

61. The Vieras were not given the opportunity to review the closing documents on their own or to obtain Spanish-language versions of any of the closing documents. All of the documents presented at the closing were in English.

62. At the closing, Defendants Holland and Alvarez spoke only in Spanish to Plaintiffs. The Vieras placed their trust and confidence in Defendants Holland and Alvarez.

63. Ms. Holland told the Vieras that she worked for the Virginia government, and that she knew that Bella had a good program that was saving hundreds of homes everywhere. Ms. Holland purported to paraphrase the English language documents into Spanish.

64. The Vieras believed they could trust Ms. Holland because she said she worked for the government.

1. *The Vieras Transfer Their Home to Bella*

65. At the closing, the Vieras executed a “special warranty deed of conveyance,” which stated that they were conveying their property to Bella for a purchase price of \$1. The Vieras received no cash at the closing.

66. At the closing, both Ms. Holland and Mr. Alvarez told the Vieras that they should no longer make their mortgage payments to Bank of America because, after the closing, Bella would own their home. The Vieras believed and relied upon these statements.

67. In reality, pursuant to Plaintiffs’ mortgage documents – which, upon information and belief, Bella received – the full amount of both of Plaintiffs’ mortgages became subject to acceleration at the time of Plaintiffs’ transfer of title to Bella. Defendants concealed this fact from Plaintiffs. Moreover, Defendants, though they purported to obtain title to Plaintiffs’ home and informed Plaintiffs that they were buying the home, did not assume responsibility for the mortgage amount due.

68. Also at the closing, Ms. Holland and Mr. Alvarez told the Vieras that they would no longer have any dealings with Bank of America regarding their mortgage because Bella would handle all negotiations with the lender. Ms. Holland told the Vieras that Bella and its high-profile lawyers would ensure that the Vieras would have “no problem at all” with Bank of America. The Vieras believed and relied upon these statements. Neither Ms. Holland nor Mr. Alvarez ever told Plaintiffs that the bank might foreclose upon the property.

69. Defendants at no time advised the Vieras that transferring their property to Bella without the consent of the lender would allow the lenders to demand payment of all amounts due and owing under both their mortgages—and to place the Vieras in default if they did not pay the entire balances of both mortgages within 30 days.

2. *The Vieras Execute a “Lease” Agreement*

70. At the closing, the Vieras saw for the first time and executed a nine-page “Lease Agreement” (plus a two-page “Addendum” and a five-page “Move-in/Move-out Inspection Form”) and a “Closing Package” of over 20 pages. These documents were provided only in English.

71. The Lease Agreement provides for a term of three years, with a 10% increase in “rent” each year. Bella undertook no obligations under the Lease Agreement; instead, duties normally assigned to a *bona fide* landlord—such as maintaining the heating and electrical systems, the plumbing, and the hot and cold water supply in good working order—were assigned to Plaintiffs, the “tenants” under the Lease Agreement.

72. According to the documents, Bella also did not undertake other usual obligations of a property owner, such as maintaining insurance on the property or paying property taxes.

73. The lease documents stated that, at the time of closing, the Vieras owed Bella \$5266 in upfront fees, termed “rent” by Bella. The Vieras could not pay the entire \$5266 fee at the closing, so they paid about \$2418 at the closing and about \$2418 on November 1, 2011.

74. The time between when the Vieras first learned about Bella and the closing was less than two weeks.

E. Defendants' Efforts to Conceal the Scheme

75. Upon information and belief, Defendants made several attempts to conceal their discriminatory and predatory scheme.

76. Defendants did not record the transfer of title of Plaintiffs' home to Bella, despite their representation that they would do so within 15-30 days. By choosing not to record the transfer, Defendants purposely made it more difficult for Plaintiffs' mortgage lender to become aware of the transfer of title.

77. Further, Defendants included a provision in the Lease Agreement that prohibits Plaintiffs from recording or publicly disclosing the existence of the "lease."

78. Upon information and belief, Defendants did not notify the mortgagor of the alleged transfer of Plaintiffs' title to Bella.

79. Upon information and belief, Defendants' actions were undertaken with the intent to conceal their scheme.

F. The Vieras Have Been Damaged by Defendants

80. Pursuant to Defendants' scheme, the Vieras have transferred their home to Bella for \$0. They have paid Bella \$4836 to "rent" their own home and signed a lease under which they committed to pay a total of \$59,062.64 in "rent" over the three-year term of the lease.

81. Despite the substantial consideration paid to Bella by the Vieras and the promises made to the Vieras by Defendants, Plaintiffs have received no benefit from

Defendants' scheme. Rather, Plaintiffs have incurred monetary loss and been told that they are renters, rather than owners, of their own home. Because they were directed by Defendants to pay "rent" to Bella rather than mortgage payments to their lender, Plaintiffs have defaulted on their primary mortgage and risk loss of their home and damaged credit.

82. Upon information and belief, Defendants have not performed any services on behalf of the Vieras. Contrary to Defendants' representations, upon information and belief, Bella has not performed any "forensic audit" of the Vieras' mortgage. In fact, as part of the scheme, on information and belief, Bella generally would not conduct any "forensic audit" until a homeowner had received a foreclosure notice. Even then, the "forensic audit" would consist of running a computer program on homeowner's mortgage documents and the results did not lead to foreclosure defense lawsuits that were tailored to the homeowner's individual circumstances.

83. Upon information and belief and upon inquiry, Bella has never contacted Bank of America or any other party with an interest in the Vieras' mortgage, or taken any other action to purchase their mortgage or prevent foreclosure upon the Vieras.

84. Contrary to its representations that it would do so, Bella has not recorded the Special Warranty Deed or the Option Memorandum that purportedly gives the Vieras the right to buy back their home from Bella.

85. Bella apparently has purported to provide some services to deceived homeowners in other jurisdictions. Upon information and belief, these actions have been undertaken only for the sake of appearances and in bad faith. An example of one such

action is *Cooke v. BAC Home Loans Servicing*, No. 1:11-CV-2126-TWT, 2011 U.S. Dist. LEXIS 120609 (N.D. Ga. Oct. 18, 2011). There, the court ruled against a homeowner in the Bella program and found that Bella had filed a series of copycat complaints against lenders in Georgia that included substantial language plagiarized from a “forensic audit” website in California.

86. Plaintiffs have suffered severe emotional distress as a result of Defendants’ discriminatory and predatory scheme.

G. Defendants Diamond and Delpiano are Personally Liable

87. Upon information and belief, Defendants Diamond and Delpiano have failed to respect Bella’s corporate form.

88. Upon information and belief, Defendants Diamond and Delpiano founded and incorporated Bella for the sole purpose of perpetrating a scheme to defraud homeowners like the Vieras.

89. Upon information and belief, Defendants Diamond and Delpiano exert complete control over Bella’s operations.

90. Upon information and belief, Defendants Diamond and Delpiano have treated Bella accounts as personal funds by, among other things, directly withdrawing corporate money for their personal expenses.

91. Upon information and belief, Defendants Diamond and Delpiano have left Bella significantly undercapitalized with respect to both its stated legitimate business purpose and its potential liabilities to homeowners and creditors.

92. Upon information and belief, Defendants Diamond and Delpiano have acted to conceal Bella's true ownership and management structure in order to further their scheme to defraud homeowners like the Vieras.

93. Upon information and belief, Defendants Diamond and Delpiano have personally and substantially contributed to Bella's scheme to defraud homeowners like the Vieras by, among other things, making, designing, and/or approving the company's misrepresentations, including those appearing on its website and in its promotional materials.

CLAIMS

COUNT I: Violation of the Fair Housing Act, 42 U.S.C. § 3604

94. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

95. Defendants discriminated against Plaintiffs by targeting them for a foreclosure rescue scam on the basis of national origin that, by its very nature, deprived Plaintiffs of home ownership, provided them with grossly inferior terms, conditions, and/or privileges of the sale and rental of their home(s), placed them at risk of foreclosure, and otherwise made housing unavailable to them.

96. Defendants' acts, policies, and practices constitute "reverse redlining" or "targeting" and violate the Fair Housing Act, as amended, 42 U.S.C. § 3604, as follows:

- a. Defendants' acts, policies, and practices make housing unavailable on the basis of national origin, in violation of 42 U.S.C. § 3604(a);

- b. Defendants have discriminated against and continue to discriminate against Plaintiffs on the basis of national origin in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, in violation of 42 U.S.C. § 3604(b);
- c. Defendants have made, printed, or published, or caused to be made, printed, or published notices, statements, and/or advertisements, with respect to the sale or rental of a dwelling, that indicates a preference, limitation, or discrimination based on national origin, or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

97. As a proximate result of such discriminatory housing practices, Plaintiffs have suffered economic loss, mental anguish, emotional distress, deprivation of civil rights, and the prospective loss of their home.

98. Defendants' actions were intentional, malicious, wanton and in willful disregard for the rights and feelings of Plaintiffs and entitle Plaintiffs to punitive damages.

COUNT II: Violation of the Fair Housing Act, 42 U.S.C. § 3605

99. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

100. Defendants engage in residential real estate-related transactions, as defined in 42 U.S.C. § 3605(b), through the perpetration of their foreclosure rescue scam against Hispanic homeowners.

101. Defendants' acts, policies, and practices constitute "reverse redlining" or "targeting" and discriminate on the basis of national origin in making real estate-related transactions available and in the terms or conditions of such transactions, in violation of the Fair Housing Act, as amended, 42 U.S.C. § 3605(a).

102. As a proximate result of such discriminatory housing practices, Plaintiffs have suffered economic loss, mental anguish, emotional distress, deprivation of civil rights, and the prospective loss of their home.

103. Defendants' actions were intentional, malicious, wanton and in willful disregard for the rights and feelings of Plaintiffs and entitle plaintiffs to punitive damages.

COUNT III: Violation of the Credit Repair Organizations Act
(against Bella Homes, LLC)

104. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

105. The Credit Repair Organizations Act ("CROA") defines a credit repair organization as "any person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform (or represent that such person can or will sell, provide, or perform) any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of (i) improving any consumer's credit record, credit history, or credit rating; or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i)." 15 U.S.C. § 1679(a)(3).

106. Bella is a credit repair organization, as defined by the CROA.

107. Under the CROA, a credit repair organization may not “make or use any untrue or misleading representation of the services of the credit repair organization; or engage, directly or indirectly, in any act, practice, or course of business that constitutes or results in the commission of, or an attempt to commit, a fraud or deception on any person in connection with the offer or sale of the services of the credit repair organization.” 15 U.S.C. § 1679(a)(3).

108. Bella makes false and misleading statements regarding its credit repair services, including but not limited to its claim that it will report a homeowner’s mortgage as “paid in full” to credit reporting agencies.

109. Specifically, the Bella website “Q&As” state that: “[A]t the same time Bella Homes purchases the mortgage we will return the mortgage docs stamped paid in full and report it to credit agencies.”

110. In truth and in fact, Bella’s program confers no such credit benefits. Upon information and belief, Bella does not and cannot purchase homeowners’ mortgages and report them to credit agencies as paid in full, and Bella had no reasonable basis for representing that it would do so.

111. Bella further represents on its website that, after purchase, the loan will be “marked paid-in-full to protect the client's credit interest” and that Bella “mark[s] the loan] paid-in-full and report[s] it that way to the credit agencies to the benefit of [Bella’s] clients.”

112. The Bella website “Q&As” further state: “What we recommend is for a Homeowner whose house is upside down but has good credit and wants to keep the home

and their good credit is the following. They become a Bella Homes client and after we close we will move immediately to draft a lawsuit and file that lawsuit with the court, asking the court to issue a TRO prohibiting the lender from foreclosing and putting a derogatory on their credit report.”

113. In truth and in fact, Bella’s program confers no such credit benefits. Upon information and belief, Bella had no reasonable basis for representing that it would pursue litigation to prevent a mortgage lender from placing derogatory information on the borrower’s credit report. Further, Bella failed to disclose the facts, necessary to make the representation not misleading, that there is no legal basis for obtaining an injunction against truthful derogatory credit reporting and that Bella has no standing to seek such relief.

114. The CROA also provides that “[n]o credit repair organization may charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed.”

115. Bella collects upfront fees from homeowners before it performs the agreed-upon credit repair discussed above. Bella collected \$4824 from Mr. and Mrs. Viera before it had performed any credit repair services on their behalf; indeed, Bella has not performed *any* of the credit repair services discussed above for Plaintiffs.

116. The CROA also requires credit repair organizations to provide specific disclosures to any consumer “before any contract or agreement between the consumer

and the credit repair organization is executed” and in any contract for the credit repair organization’s services.

117. Bella did not provide Plaintiffs with the required disclosures in the manner prescribed by the statute.

118. As a proximate result of Defendants’ actions, Plaintiffs have suffered economic loss, including \$4824 in upfront fees, damage to their credit rating, mental anguish, and the prospective loss of their home.

119. Defendants’ actions were intentional, wanton, malicious and in violation of the public interest, and entitle Plaintiffs to punitive damages.

COUNT IV: Violation of the Virginia Credit Services Businesses Act
(against Bella Homes, LLC)

120. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

121. The Virginia Credit Services Businesses Act (“VCSBA”) defines a credit services business as “any person who, with respect to the extension of credit by others, sells, provides, or performs, or represents that such person can or will sell, provide, or perform, any of the following services in return for the payment of money or other valuable consideration: 1. Improving a consumer’s credit record, history, or rating; 2. Obtaining an extension of credit for a consumer; or 3. Providing advice or assistance to a consumer with regard to either subdivision 1 or 2 herein.” Va. Code § 59.1-335.2.

122. Bella is a credit services business, as defined by the VCSBA.

123. Under the VCSBA, a credit services business may not “charge or receive any money or other valuable consideration prior to full and complete performance of the

services that the credit services business has agreed to perform for or on behalf of the consumer, unless the consumer has agreed to pay for such services during the term of a written subscription agreement that provides for the consumer to make periodic payments during the agreement's term in consideration for the credit services business's ongoing performance of services for or on behalf of the consumer, provided that such subscription agreement may be cancelled at any time by the consumer." Va. Code § 59.1-335.5(1).

124. Bella collects upfront fees from homeowners before it performs the agreed-upon services discussed above without doing so through a "subscription agreement[s that] may be cancelled at any time by the consumer." Bella collected \$4824 from Mr. and Mrs. Viera before it had performed any applicable services on their behalf; indeed, Bella has not performed any services covered by the VCSBA for Plaintiffs.

125. Also under the VCSBA, a credit services business may not "make or use any untrue or misleading representations in the offer or sale of the services of a credit services business or engage, directly or indirectly, in any act, practice, or course of business which operates or would operate as a fraud or deception upon any person in connection with the offer or sale of the services of a credit services business." Va. Code § 59.1-335.5(4).

126. As described in Count III, Bella makes multiple misrepresentations related to services for improving a consumer's credit record, history, or rating in its promotional material, website "Q&As," and Attorney Q&A webinar.

127. The VCSBA also requires credit repair organizations to provide specific disclosures to any consumer "before (i) the execution of a contract or agreement between

a consumer and a credit services business or (ii) the receipt by the credit services business of any money or other valuable consideration, whichever occurs first” and in “every contract between a consumer and a credit services business for the purchase of the services of the credit services business.” Va. Code § 59.1-335.6.

128. Bella did not provide Plaintiffs with the required disclosures in the manner prescribed by the statute.

129. As a proximate result of Defendants’ actions, Plaintiffs have suffered economic loss including \$4824 in upfront fees, damage to their credit rating, mental anguish, and the prospective loss of their home.

130. Defendants’ actions were willful, intentional, wanton, malicious and in violation of the public interest, and entitle Plaintiffs to punitive damages.

COUNT V: Violation of § 59.1-200 of the Virginia Consumer Protection Act

131. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

132. The Virginia Consumer Protection Act prohibits any “deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.” Va. Code § 59.1-200.

133. The Virginia Consumer Protection Act defines a “consumer transaction” as: (1) the advertisement, sale, lease, license or offering for sale, lease or license, of goods or services to be used primarily for personal, family or household purposes; or (2) transactions involving the advertisement, offer or sale to an individual of a business

opportunity that requires both his expenditure of money or property and his personal services on a continuing basis and in which he has not been previously engaged.

134. Defendants' foreclosure rescue scam involved a consumer transaction between Defendants and Plaintiffs. Defendants not only offered their foreclosure rescue and credit repair services to Plaintiffs through the Bella program, but also encouraged Plaintiffs to enter into a business opportunity by becoming Bella representatives.

135. As stated previously, Defendants made fraudulent misrepresentations to Plaintiffs.

136. Defendants' misrepresentations to Plaintiffs, as described above, included, but were not limited to, the following: (1) Bella would purchase the home from Plaintiffs; (2) Plaintiffs would no longer need to make mortgage payments to the bank, but rather make rental payments to Bella; (3) Plaintiffs would have the guaranteed right to stay in the house for the term of the lease; and (4) at the end of the lease term, Bella would obtain a fixed-rate mortgage at a low interest rate for the Vieras from a bank, or provide such financing itself, in order for the Vieras to repurchase their home.

137. In truth and in fact, (1) Bella purported to "purchase" the home from the Plaintiffs in exchange for no consideration whatsoever; (2) upon information and belief, Defendants knew that the Vieras remained obligated to their lender for the mortgage; (3) upon information and belief, Defendants knew that the Plaintiffs were subject to foreclosure and eviction when they defaulted on their mortgage obligation; (4) upon information and belief, Defendants knew that Bella would never own valid title to the house to conduct a "resale" to the Plaintiffs; and (5) upon information and belief,

Defendants knew that Bella was incapable of securing the promised financing from a bank or providing such financing to the Vieras itself.

138. Defendants' representations made in connection with the Bella scheme are false and deceptive.

139. Plaintiffs reasonably relied upon Defendants' false and deceptive representations.

140. As described in Count IV, Bella violated the VCSBA in multiple ways and on multiple occasions.

141. "Each sale of the services of a credit services business that violates any provision of [the VCSBA] is a prohibited practice under § 59.1-0200[, the Virginia Consumer Protection Act]." Va. Code § 59.1-335.12(A).

142. As a proximate result of Defendants' prohibited practices, including making false and misleading representations and violating the VCSBA, Plaintiffs have suffered economic loss, including \$4824 in upfront fees, damage to their credit rating, mental anguish, and the prospective loss of their home.

143. Defendants' actions were intentional, wanton, malicious and in violation of the public interest and entitle Plaintiffs to punitive damages.

COUNT VI: Fraud

144. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

145. As described previously, Defendants made fraudulent misrepresentations to Plaintiffs.

146. Specifically, Defendants' misrepresentations to Plaintiffs, as described above, included, but were not limited to, the following misrepresentations made by Bella agents Alvarez and Holland: (1) Bella would purchase the home from Plaintiffs; (2) Plaintiffs would no longer need to make mortgage payments to the bank, but rather make rental payments to Bella; (3) Plaintiffs would have the guaranteed right to stay in the house for the term of the lease; and (4) at the end of the lease term, Bella would obtain a fixed-rate mortgage at a low interest rate for the Vieras from a bank, or provide such financing itself, in order for the Vieras to repurchase their home.

147. In truth and in fact, (1) Bella purported to "purchase" the home from the Plaintiffs in exchange for no consideration whatever; (2) upon information and belief, Defendants knew that the Vieras remained obligated to their lender for the mortgage; (3) upon information and belief, Defendants knew that the Plaintiffs were subject to foreclosure and eviction when they defaulted on their mortgage obligation; (4) upon information and belief, Defendants knew that Bella would never own valid title to the house to conduct a "resale" to the Plaintiffs; and (5) upon information and belief, Defendants knew that Bella was incapable of securing the promised financing from a bank or providing such financing to the Vieras itself.

148. Defendants made these false representations to Plaintiffs at various times, including, but not limited to, at an in-person meeting between Mr. Viera and Mr. Alvarez in early September 2011 and at the "closing" on or about September 27, 2011.

149. Defendants' representations were false and deceptive.

150. Defendants' false and deceptive representations concerned existing facts material to the Vieras' transaction and otherwise misled Plaintiffs as to the true nature of the transaction.

151. Defendants' false and deceptive representations were knowing and intentional. Defendants made these misrepresentations specifically because they believed they could effectuate a scheme against Plaintiffs. Defendants knew at the time that they made the misrepresentations and omissions that they were false, or they acted with reckless disregard for their truth or falsity.

152. Plaintiffs reasonably and justifiably relied upon Defendants' false and deceptive representations.

153. As a proximate result of Defendants' false and deceptive representations, Plaintiffs have suffered economic loss, including \$4824 in upfront fees, damage to their credit rating, mental anguish, and the prospective loss of their home.

COUNT VII: Fraudulent Inducement

154. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

155. As stated previously, Defendants made fraudulent representations to Plaintiffs.

156. Defendants made fraudulent representations to Plaintiffs to induce them to enter into the Bella program, including the Lease Agreement.

157. Specifically, Defendants' misrepresentations to Plaintiffs, as described above, included, but were not limited to, the following misrepresentations made by Bella

agents Alvarez and Holland: (1) Bella would purchase the home from Plaintiffs; (2) Plaintiffs would no longer need to make mortgage payments to the bank, but, rather, make rental payments to Bella; (3) Plaintiffs would have the guaranteed right to stay in the house for the term of the lease; and (4) at the end of the lease term, Bella would obtain a fixed-rate mortgage at a low interest rate for the Vieras from a bank, or provide such financing itself, in order for the Vieras to repurchase their home.

158. In truth and in fact, (1) Bella purported to “purchase” the home from the Plaintiffs in exchange for no consideration whatever; (2) upon information and belief, Defendants knew that the Vieras remained obligated to their lender for the mortgage; (3) upon information and belief, Defendants knew that the Plaintiffs were subject to foreclosure and eviction when they defaulted on their mortgage obligation; (4) upon information and belief, Defendants knew that Bella would never own valid title to the house to conduct a “resale” to the Plaintiffs; and (5) upon information and belief, Defendants knew that Bella was incapable of securing the promised financing from a bank or providing such financing to the Vieras itself.

159. Defendants made these representations to Plaintiffs at various times, including, but not limited to, at an in-person meeting between Mr. Viera and Mr. Alvarez in early September 2011 and at the “closing” on or about September 27, 2011.

160. Defendants’ representations were false and deceptive.

161. Defendants’ false and deceptive representations concerned facts material to the Vieras’ transaction and otherwise misled Plaintiffs as to the true nature of the transaction.

162. Defendants' false and deceptive representations were knowing and intentional. Defendants made these misrepresentations specifically to induce Plaintiffs to enter into the Bella program, including the Purchase Agreement and Lease Agreement. Defendants knew at the time that they made the misrepresentations and omissions that they were false, or they acted with reckless disregard for their truth or falsity.

163. Plaintiffs reasonably and justifiably relied upon Defendants' false and deceptive representations in entering into the Bella program and executing the Lease Agreement.

164. As a proximate result of Defendants' false and deceptive representations, Plaintiffs have suffered economic loss, including \$4824 in upfront fees, mental anguish, and the prospective loss of their home and damage to their credit rating.

COUNT VIII: Conversion

165. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

166. Defendants used fraudulent methods described above to induce Plaintiffs to enter into the Bella program and Lease Agreement and transfer title of their home to Bella.

167. Consequently, Bella is wrongfully exerting control over property that rightfully belongs to Plaintiffs, in denial of Plaintiffs' rights.

168. Further, though Bella is exerting control over the property, Bella has not assumed any responsibilities in connection with such control – namely, Bella has not

made any mortgage, insurance, or tax payments on the property, and has not assumed any obligation for repairs.

169. As a proximate result of Bella's wrongful control over Plaintiffs' property, Plaintiffs have suffered economic loss, mental anguish, and the prospective loss of their home and damage to their credit rating.

COUNT IX: Unjust Enrichment (against Defendants Bella, Diamond, Delpiano, Flores, and Alvarez)

170. Plaintiffs repeat and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

171. Plaintiffs conferred a benefit to Defendants Bella, Diamond, Delpiano, Flores and Alvarez (the "Unjust Enrichment Defendants") by signing title of their home over to Bella for \$0 while Plaintiffs still remained responsible for the mortgage; by entering into the Lease Agreement with Bella under which Bella did not assume any of the usual responsibilities of a *bona fide* landlord; and by paying over \$4000 in upfront fees to Bella that conferred a benefit upon the Unjust Enrichment Defendants.

172. The Unjust Enrichment Defendants knew of and accepted these benefits conferred by Plaintiffs.

173. The Unjust Enrichment Defendants have not paid Plaintiffs for any of these benefits.

174. The Unjust Enrichment Defendants promised Plaintiffs that they would confer benefits upon Plaintiffs in exchange for Plaintiffs' execution of the Purchase Agreement and Lease Agreement. In particular, in exchange for title of the home and the rental payments under the Lease Agreement, Defendants represented to Plaintiffs that:

(1) Bella would purchase the home from Plaintiffs; (2) Plaintiffs would no longer need to make mortgage payments to the bank, but rather make rental payments to Bella; (3) Plaintiffs would have the guaranteed right to stay in the house for the term of the lease; (4) and, at the end of the lease term, Bella would obtain a fixed-rate mortgage at a low interest rate for the Vieras from a bank, or provide such financing itself, in order for the Vieras to repurchase their home.

175. In truth and in fact, (1) Bella purported to “purchase” the home from the Plaintiffs in exchange for no consideration whatever; (2) upon information and belief, Defendants knew that the Vieras remained obligated to their lender for the mortgage; (3) upon information and belief, Defendants knew that the Plaintiffs were subject to foreclosure and eviction when they defaulted on their mortgage obligation; (4) upon information and belief, Defendants knew that Bella would never own valid title to the house to conduct a “resale” to the Plaintiffs; and (5) upon information and belief, Defendants knew that Bella was incapable of securing the promised financing from a bank or providing such financing to the Vieras itself.

176. It is inequitable for the Unjust Enrichment Defendants to retain the benefits conferred to them by Plaintiffs without having paid any consideration to Plaintiffs.

177. Plaintiffs have suffered economic loss, emotional distress, mental anguish, and the prospective loss of their home and damage to their credit rating as a result of the Unjust Enrichment Defendants’ unjust enrichment.

178. Plaintiffs also seek a declaration that the Purchase Agreement and Lease Agreement are null and void due to failure of Bella to furnish Plaintiffs with consideration.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter an Order:

- (i) Declaring the transfer of title of the Vieras' home at 5687 Ribbon Court, Woodbridge, Virginia to Bella null and void;
- (ii) Declaring the Lease Agreement null and void;
- (iii) Declaring that the foregoing acts of the Defendants violate The Fair Housing Act (42 U.S.C. §§ 3604 and 3605), the Credit Repair Organizations Act (15 U.S.C. §§ 1579 *et seq.*), the Virginia Credit Services Businesses Act (Va. Code §§ 59.1-335.1 *et seq.*) and the Virginia Consumer Protection Act (Va. Code §§ 59.1-196 *et seq.*);
- (iv) Enjoining Defendants from continuing to operate their foreclosure rescue scam and from engaging in any activity in the real estate or financial services sector;
- (v) Awarding compensatory damages to Plaintiffs in an amount to be determined at trial that would fully compensate Plaintiffs for their injuries caused by the Defendants;
- (vi) Awarding treble damages;
- (vii) Awarding punitive damages;

- (viii) Awarding Plaintiffs their reasonable attorneys' fees and costs, pursuant to 42 U.S.C. § 3613(c)(2), 15 U.S.C. § 1679g(a)(3), and Va. Code §§ 59.1-204(B);
- (ix) Awarding pre-judgment interest;
- (x) Imposing a constructive trust; and
- (xi) Awarding such other relief as this Court deems just.

Dated: March 6, 2012

Respectfully submitted,

By: 

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