

GALARZA LAW OFFICE, P.C.
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X Case No.:
ISIDORO CRUZ and YESENIA ALVAREZ CRUZ,
on behalf of themselves and others
similarly situated,

Plaintiff,

COMPLAINT

-against-

Jury Trial Demanded

COHEN, ROSENBERG, MAROS, LLC,

Defendants.

-----X

Plaintiffs, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ
(hereinafter, "Plaintiffs"), on behalf of himself / herself and
others similarly situated, by and through their undersigned
attorney, hereby files this Complaint against Defendants COHEN,
ROSENBERG, & MAROS, LLC (each individually, "Defendant" or,
collectively, "Defendants"), and states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this controversy pursuant to 28 U.S.C. §§1331, 1337 and 1343, and has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367.
2. Venue is proper in the Eastern District pursuant to 28 U.S.C. §1391.

PARTIES

3. Plaintiffs, are residents of Nassau County, New York.
4. Upon information and belief, Defendant, COHEN, ROSENBERG, MAROS, LLC,. is a foreign business corporation organized under the laws of a state other than New York, with a principal place of business, and an address for service of process, located at 999 Vanderbilt Beach Road, Suite 200, Naples, Florida 34108.
5. Upon information and belief, Defendant Julius J. Maros, 3rd, is the Chairman or Chief Executive Office of COHEN, ROSENBERG, MAROS, LLC.

STATEMENT OF FACTS

6. Plaintiff retained Galarza Law Office, P.C. to represent them and other home owners similarly situated in this litigation and have agreed to pay the firm a reasonable fee for services.
7. Upon information and belief, Plaintiffs resided at 491 Hempstead Boulevard, Uniondale, New York, having purchased their home on or about June 1, 2007.
8. Upon information and belief, Plaintiffs purchased the premises at 491 Hempstead Boulevard, Uniondale, New York, and secured a mortgage / note / loan on or about June 1, 2007, in the amount of approximately \$358,000.00.
9. Upon information and belief, Plaintiffs defaulted on said loan and secured a mortgage / note / loan on or about June

1, 2009, in the amount of approximately \$358,000.00.

10. Upon information and belief, on or about February 1, 2013, Plaintiffs were contacted by Defendant, Defendant's agents and or employees with the promise of securing a new mortgage / note / loan on said premises for up to eighty percent of the market value of the premises in full satisfaction of the then current mortgage / note / loan.
11. Upon information and belief, on or about February 1, 2013 and continuing thereafter, Plaintiffs contracted with Defendant, Defendant's agents and or employees to secure a new mortgage / note / loan (hereinafter "NEW LOAN") on said premises for up to eighty percent of the market value of the premises in full satisfaction of the then current mortgage / note / loan.
12. Upon information and belief, on or about February 1, 2013, Plaintiffs signed one or more agreements with Defendant, which agreements were written in the English language. Plaintiffs speak minimal English and read and write no English.
13. Upon information and belief, on or about February 1, 2013 Defendant charged Plaintiffs excessive, exorbitant and usurious fees and interest pursuant to said written agreements with the promise of securing a new loan.
14. Upon information and belief, on or about February 1, 2013

Defendant collected excessive, exorbitant and monthly payments from Plaintiffs with the written and oral promise(s) that said payments would be held in escrow and used for said NEW LOAN and or returned in Defendant was unable to secure said NEW LOAN.

15. From on or about February 1, 2013, Plaintiff's paid Defendant sums in excess of \$75,000.00 as and for escrow and various fees to secure a NEW LOAN for their premises from Defendant. Said monies collected was allegedly held in escrow until the closing of said NEW LOAN and or used to pay excessive fees. The closing never occurred.
16. On or about August 1, 2016, Plaintiff YESENIA ALVAREZ CRUZ filed a chapter 7 bankruptcy petition in the United States Federal Court House, Eastern District New York under Index No. 8-16-73676.
17. In or about November 26, 2016, Plaintiff YESENIA ALVAREZ CRUZ secured a chapter 7 bankruptcy discharge in the United States Federal Court House, Eastern District New York , under Index No. 8-16-73676 under Trustee Robert Pryor.
18. On or about January 1, 2017, Plaintiffs demanded a full return of all monies paid to Defendant.
19. On or about May 4, 2017, J. Ceasar Galarza spoke to Robert Pryor, Trustee in the aforementioned bankruptcy, to ascertain if the Trustee wanted to pursue an action against

Defendant however, Robert Pryor, Trustee, said he would not and gave J. Ceasar Galarza authority to pursue Plaintiff's claim against Defendant.

20. On or about January 1, 2017 through June 15, 2017, Plaintiffs demanded a full return of all monies paid to Defendant and Defendant advised Plaintiff that the money was seized by the foreclosing bank and or paid to the foreclosing bank and therefore unavailable.
21. At all relevant times, Defendant fraudulently knowingly and willfully collected money from Plaintiff, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ, on behalf of themselves and others similarly situated.
22. At all relevant times, Defendant fraudulently knowingly and willfully failed to repay Plaintiff, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ, on behalf of themselves and others similarly situated, the money paid to Defendant which was allegedly held in escrow.
23. At all relevant times, Defendant fraudulently knowingly and willfully failed to repay Plaintiff, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ, on behalf of themselves and others similarly situated, the excessive fees paid to Defendant.
24. Plaintiff, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ, on behalf of themselves and others similarly situated, has fulfilled all conditions precedent to the institution of this action.

COUNT ONE

25. Plaintiff's repeat and re-alleges paragraphs "1" through "24"above as fully set forth herein.
26. Defendant committed fraud against Plaintiffs, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ, on behalf of themselves and others similarly situated.
27. That by reason of the foregoing, defendant is now liable to plaintiff's for restitution in the amount of seventy- five thousand (\$75, 000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT TWO

28. Plaintiff's repeat and re-alleges paragraphs "1" through "27"above as fully set forth herein.
29. That by reason of the foregoing Defendant, as alleged above, made a representation of fact that was both untrue and recklessly made.
30. The Defendant is liable to Plaintiffs for both fraud AND constructive fraud in the amount of seventy- five thousand (\$75, 000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT THREE

31. Plaintiff's repeat and re-alleges paragraphs "1" through "30"above as fully set forth herein.
32. Defendant is now liable to Plaintiffs for unjust enrichment in the amount of seventy - five thousand (\$75, 000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT FOUR

33. Plaintiff's repeat and re-alleges paragraphs "1" through "32"above as fully set forth herein.
34. The Defendant violated General Business Law Section 349 and 350 and is liable to Plaintiffs in the amount of seventy-five thousand (\$75, 000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT FIVE

35. Plaintiff's repeat and re-alleges paragraphs "1" through "34"above as fully set forth herein.
36. The Defendant is liable to Plaintiffs for violating banking laws in the amount of seventy- five thousand (\$75, 000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT SIX

37. Plaintiff's repeat and re-alleges paragraphs "1" through "36"above as fully set forth herein.
38. Defendant's acts were egregious and wronged that the Public and Plaintiff that Plaintiffs are entitled to liquidated.

and or punitive damages in the amount to be determined by the court.

COUNT SEVEN

39. Plaintiff's repeat and re-alleges paragraphs "1" through "38" above as fully set forth herein.

40. The Defendant violated **12 U.S. Code § 2601** and is liable to Plaintiffs in the amount of seven hundred fifty thousand (\$750,000.00) dollars and 00/100, demand for which has been made and no part of which has been paid.

COUNT EIGHT

41. Plaintiff's repeat and re-alleges paragraphs "1" through "40" above as fully set forth herein.

42. The Defendant conduct violated Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961 et seq., entitling Plaintiff to an award of seven hundred fifty thousand (\$750,000.00).

COUNT NINE

43. Plaintiff's repeat and re-alleges paragraphs "1" through "42" above as fully set forth herein.

44. The Defendant conduct violated the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. §§ 1691 et seq., entitling Plaintiff to an award of seven hundred fifty thousand (\$750,000.00).

COUNT TEN

45. Plaintiff's repeat and re-alleges paragraphs "1" through "44" above as fully set forth herein.
46. The Defendant conduct violated the Truth in Lending Act. ("TILA"), 15 U.S.C. §§ 1601 et seq., entitling Plaintiff to an award of seven hundred fifty thousand (\$750,000.00).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff's, ISIDORO CRUZ and YESENIA ALVAREZ CRUZ on behalf of themselves and all similarly situated employees, respectfully requests that this Court grant the following relief:

- (a) An award of \$75,000.00 as and for causes of actions "One", "two", "three", "four", and "five".
- (b) An award of liquidated and/or punitive damages as a result of Defendants' willful and malicious conduct in the amount of \$10,000,000.00.
- (c) An award of \$750,000.00 as and for causes of actions "seven", "eight", "nine", AND ten".
- (d) An award of prejudgment and post judgment interest;

- (e) An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- (f) Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury on all issues so triable as of right by jury.

Dated: February 1, 2018
Massapequa Park, New York

Respectfully submitted,
GALARZA LAW OFFICE, P.C.

By: 

J. Ceasar Galarza (1557)
Attorney for Plaintiffs
ISIDORO CRUZ and YESENIA ALVAREZ
CRUZ, on behalf of themselves and
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Homeowners Demand Return of Fees Charged for Unsecured Mortgage Loan](#)
