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July 21, 2009

Option One Mortgage Corporation
An H&R Block Company
3 Ada Drive
Irvine, CA 92618

Sent via certified mail
Article No.: 70011940000236893814

**RE: NOTICE OF CLAIM PURSUANT TO MASSACHUSETTS GENERAL LAWS
CHAPTER 93A, THE CONSUMER PROTECTION ACT**

Dear Sir or Madam:

Please be advised that this office represents Steven M. Provenzano and Cheryl L. Provenzano.

This letter is a demand for relief under the Massachusetts Consumer Protection Act, Massachusetts General Laws, Chapter 93A §2, §9, §11, and §46 for certain unfair and deceptive practices that Option One Mortgage Corporation, its agents, servants and employees have engaged in.

Chapter 93A of the Massachusetts General Laws forbids unfair or deceptive acts in the conduct of any trade or business.

Our clients received a first mortgage from Option One Mortgage Corporation, a former H&R Block Company, on May 24, 2005 for approximately \$153,000, at an initial interest rate of 7.99%, when it was part of H&R Block. Our clients contacted one of your agents in September of 2006, Troy Marshall, seeking to refinance their mortgage in order to reduce their mortgage interest rate and use some of the equity in their home to do some needed improvements and pay off some of their debt. Ultimately, they were approved by Option One Mortgage to receive a re-financed mortgage.

Prior to the closing, your agent, Troy Marshall, instructed our clients to not make their last payment on their mortgage, as it would alter the closing numbers. Our clients did as they were instructed and did not make their September mortgage payment. At the closing on September 25, 2006, the attorney representing Option One mortgage arrived with closing documents that contained an additional approximate \$38,000 on their principal and a higher interest rate than their 2005 mortgage. Our clients then phoned your agent, Troy Marshall, and Mr. Marshall said

that he would overnight new documents with correct numbers. The following day the attorney representing Option One returned with the same documents with number disparities. Our clients, obviously upset, phoned Troy Marshall, who told them that they had no choice but to sign the re-financing agreement but since they had failed to make their last mortgage payment, that no other company would re-finance their mortgage. Our clients reluctantly signed the re-financing documents. In signing the documents, the attorney claimed that she was in a hurry to get to another closing and failed to disclose and discuss any of the provisions of the re-financing documents and failed to disclose a balloon payment of \$135,000. There was no notary present at the closing and the documents were not notarized in the presence of our clients. Our clients were given unsigned copies of the re-financing documents.


Following the closing, our clients received a rate adjustment in which their monthly payments increased by nearly \$1,000.00. In August 2007, Sheryl Provenzano contracted spinal meningitis encephalitis and was hospitalized at Bay State Medical Center. After his wife was hospitalized, Steven Provenzano stopped working so he could be at his wife's bedside. At the end of August 2007, our clients contacted Option One to discuss the arrearage owed on their mortgage. Option One made no adjustments given our clients circumstances and said that they owed the one-month arrearage of \$2,100.00. Our clients sent a check for \$2,100.00 and that check was subsequently returned with a notice stating that they were now two months in arrearage and they should send a check for \$4,200.00. By the time, our clients had acquired the \$4,200.00, they were now three months in arrearage and owed \$6,300.00 to Option One Mortgage. At this time, Option One Mortgage Company decided to foreclose on the property. Your corporation, through your agent, Option One Mortgage Corporation has deceived the Provenzanos, forcing them to file Chapter 13 Bankruptcy and as a result of the aforementioned, Option One is in violation of Massachusetts Laws.

In sum, this office contends that the amount of two-hundred thousand dollars (\$200,000) is reasonable and will adequately and fairly compensate our client for the damages that you, your agents, servants and employees have caused.

Under Massachusetts law, you have thirty (30) days to provide a reasonable offer of settlement in writing. If you fail or refuse to do so, this office will file a lawsuit against your entity and upon prevailing and within the courts' discretion, the statute provides for double or triple the amount of damages for each violation found as well as reasonable attorneys' fees, costs and interest.

Please be advised that this office will not be dissuaded from pursuing this matter by threats of counterclaims or other dilatory tactics. We are prepared to litigate this case to a verdict unless we have been convinced otherwise by a reasonable offer of settlement in response to this letter.

Very truly yours,



Richard S. Ravosa, Esq.