

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
CASE NO. 5:25-cv-462

JEREMIAH VONBLOHN,)	
)	
Plaintiff,)	
)	
v.)	
)	
CROSSCOUNTRY MORTGAGE,)	COMPLAINT
LLC, and RALEIGH REALTY INC.)	(JURY TRIAL DEMANDED)
)	
Defendants.)	
)	
)	

Now comes Plaintiff Jeremiah VonBlohn and files his Complaint against Defendants CrossCountry Mortgage, LLC (“CrossCountry”), and Raleigh Realty, Inc. (“Raleigh Realty” and, collectively with CrossCountry, “Defendants”) alleging violations of the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. § 2601 *et seq.*; violations of the North Carolina Unfair and Deceptive Trade Practices Act (“UDTPA”), N.C.G.S. § 75-1.1 *et seq.*; and related claims for civil conspiracy. Plaintiff makes his allegations on information and belief except as to Plaintiff’s own actions, of which he has personal knowledge, and as otherwise noted below.

I. INTRODUCTION.

1. This action arises out of, *inter alia*, Defendants’ violations of RESPA, which prohibits “kickbacks” and other “unearned fees.” *See generally* 12 U.S.C. § 2607.

2. RESPA was enacted to eliminate “kickbacks or referral fees that tend to increase unnecessarily the costs of certain settlement services.” 12 U.S.C. § 2601(b)(2) (emphasis added). Its purpose is to provide consumers “with greater and more timely information on the nature and costs of the settlement process” so they may be “protected from unnecessarily high settlement charges caused by certain abusive practices.” *Id.* § 2601(a).
3. *Settlement services* include “any service provided in connection with a real estate settlement,” including those “rendered by a real estate agent[;] the origination of a federally related mortgage loan[;] the handling of processing, and closing or settlement[;]” closing costs on a home purchase; costs associated with the application, processing, underwriting, and funding involved in the origination of a mortgage; and costs of the interest paid on the mortgage by the homebuyer. 12 U.S.C. § 2602(3).¹ These services and costs are governed by RESPA.²
4. In pertinent part, RESPA expressly disallows the acceptance of “any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.” 12 U.S.C. § 2607(a).

¹ See, e.g., *Schmitz v. Aegis Mortg. Corp.*, 48 F.Supp.2d 877, 881 (D. Minn. 1999) (“Total compensation to a [mortgage] broker includes direct origination and other fees paid by the borrower, indirect fees, including those that are derived from the interest rate paid by the borrower, or a combination of some or all” (quoting RESPA Statement of Policy 1999–1 re: Lender Payments to Mortgage Brokers, 64 Fed. Reg. 10084 (Mar. 1, 1999)) (emphasis added)).

² In RESPA and colloquially, licensed real estate professionals are interchangeably called “agents” and “brokers.” For clarity, this Complaint refers to licensed real estate professionals as “agents,” and licensed mortgage professionals as “brokers.”

5. Consequently, a settlement-service provider “who agrees to pay a monetary referral fee that is not tied in any respect to a charge paid by a particular consumer,” like “a ‘retainer’ agreement pursuant to which the provider pays a monthly lump sum in exchange for the recipient’s agreement to refer any business that comes his way,” would violate RESPA § 2607(a). *Freeman v. Quicken Loans, Inc.*, 566 U.S. 624, 636 (2012).
6. Defendants systematically and unlawfully exchanged fees, kickbacks, and other things of value pursuant to an agreement between CrossCountry and Raleigh Realty, with respect to Raleigh Realty’s referral of its homebuyer clients to CrossCountry for services related to real estate-settlement services involving federally related mortgage loans.
7. Specifically, CrossCountry, by and through agreements consummated by its Executive Vice President Charles Shackelford, made recurring improper payments (*i.e.*, “kickbacks” or “unearned fees” (*see* 12 U.S.C. § 2607)) to Raleigh Realty (and other realty companies) disguised as payments for legitimate services. These payments have a tendency to increase settlement costs to consumers, including Plaintiff, unnecessarily.
8. As a result of Defendants’ unlawful agreement and their resulting actions, Plaintiff was steered toward federally-related mortgage loans from CrossCountry, resulting in concrete injury by the payment of both excessive closing fees and interest rates in excess of what he would have been charged by CrossCountry’s competitors in the market.

II. THE PARTIES.

9. Plaintiff Jeremiah VonBlohn is a natural person who received and paid for residential realty services from Raleigh Realty for the purchase of real property located at 8613 Vanburgh Court, Raleigh, Wake County, North Carolina (the “Property”). He is a resident of North Carolina and has been so at all times described in this Complaint.
10. Plaintiff obtained a mortgage loan from CrossCountry for the purchase of the Property and granted a security interest in the Property to Cross Country via a deed of trust.
11. Defendant CrossCountry Mortgage, LLC, is a Delaware limited-liability company with its principal office in Cleveland, Ohio. CrossCountry provides mortgage-lending and -origination services to residential homebuyers across the United States. CrossCountry maintains a branch in Raleigh, North Carolina, led by branch manager Corey Walker and supervised by executive vice president Chuck Shackelford.
12. Mr. Shackelford and Mr. Walker are both employees and agents of Defendant CrossCountry and were acting within the course and scope of their employment and agency at all times and with respect to all actions relevant to this action.
13. Defendant Raleigh Realty Inc. (*f/k/a* Raleigh Realty, LLC) is a North Carolina corporation and real estate agency specializing in representing residential homebuyers and sellers. Its principal office is located at 2474 Walnut Street, Unit No. 248, in Cary, North Carolina. Its owner and president is Ryan Fitzgerald.

14. As Defendant Raleigh Realty's owner and president, Mr. Fitzgerald is an agent of Raleigh Realty and was acting within the course and scope of his agency at all times and with respect to all actions relevant to this action.

III. JURISDICTION & VENUE.

15. The foregoing allegations are incorporated by reference and realleged herein.
16. ***Subject-Matter Jurisdiction.*** This Court has federal-question jurisdiction pursuant to 28 U.S.C. § 1331; and supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.
17. ***Personal Jurisdiction.*** This Court has personal jurisdiction over Defendants because both are registered to do business in North Carolina, and both conduct considerable business within North Carolina. Additionally, Plaintiff is a natural person and resident of North Carolina and virtually all the alleged violations giving rise to this action occurred in North Carolina.
18. ***Venue.*** Venue is proper under 28 U.S.C. § 1391. Both Defendants conduct business in this District, Plaintiff resides in this District, the Property is in this District, and a substantial part of the events giving rise to the claims occurred in this District.

IV. FACTUAL ALLEGATIONS.

19. The foregoing allegations are incorporated by reference and realleged herein.

Background on Charles Shackelford

20. Mr. Shackelford is an Executive Vice President of CrossCountry.

21. Mr. Shackelford has a team of people who work directly for him in seven branches across the country, including in at least two locations in North Carolina (Raleigh and Wilmington).
22. Mr. Shackelford has been sued individually on at least two separate occasions regarding alleged improprieties at previous banks in which he was a loan officer.

Background on CrossCountry's Marketing Arrangements.

23. Mortgage companies use at least two types of marketing arrangements with realty companies: (a) Marketing Services Agreements ("MSAs") and (b) Co-Marketing Agreements.
24. When an MSA is used by a mortgage company, it pays a realty company preset amounts in exchange for marketing services such as displaying the mortgage company's marketing materials on its website and at their physical locations.
25. An MSA is permissible under RESPA only if: (1) "it is structured and implemented consistently as an agreement for the performance of actual marketing services[;]" and (2) "the payments under the MSA are reasonably related to the value of the services performed." Consumer Financial Protection Bureau ("CFPB"), *FAQs – RESPA Section 8: Marketing Services Agreements*, (Oct. 7, 2020) (citing 12 U.S.C. § 2607(c)(2); 12 C.F.R. § 1024.14(g)(1)(iv), (g)(2)).³
26. An MSA, like any other agreement or contract, including the below-described Co-Marketing Agreements, is not permissible where the surrounding facts and

³ See <https://www.consumerfinance.gov/compliance/compliance-resources/mortgage-resources/real-estate-settlement-procedures-act/real-estate-settlement-procedures-act-faqs/#respa-section-8-marketing-services-agreements-msas>.

circumstances demonstrate that “the MSA as structured, or the parties’ implementation of the MSA—in form or substance[,] including as a matter of course of conduct—involves” any action that “violates the prohibitions [of] RESPA [§§ 2607(a) or (b)].” *Id.* Specifically, agreements involving “payments for referrals are prohibited under [RESPA].” *Id.*

27. Co-Marketing Agreements involve CrossCountry and the realty company jointly sharing the expenses of a joint marketing effort. For example, CrossCountry and the realty company can jointly elect to advertise on websites like Facebook, Zillow, or realtor.com.
28. A Co-Marketing Agreement functions similarly to an MSA and is subject to the same provisions of RESPA, particularly those regarding payments conditioned on referrals. *See Co-Marketing Tips for Following RESPA Rules*, Nat’l Ass’n of Realtors Mag. (Nov. 1, 2018).⁴
29. Settlement service providers can exchange payments “for goods, facilities, or services provided as long as the price is reasonable and not based on referral business,” and co-marketing parties must continue to “monitor whether the [agreed-upon] services are actually being performed[;]” in other words, both parties “must [be] able to verify that the work is actually being done” pursuant to their agreement and in line with RESPA. *Id.*

⁴ See <https://www.nar.realtor/magazine/live/co-marketing-tips-for-following-respa-rules>.

30. CrossCountry and the realty agency would enter into a co-marketing arrangement that, at least on the face of a written contract appears to be lawful. In practice, however, and as more fully explained below, the unlawful pay-to-play requirement has been common among co-marketing arrangements in which Mr. Shackelford is involved. CrossCountry and the realty agency agree in advance on an amount of payment in return for exclusive referrals to CrossCountry based upon the number of expected referrals. The pay-to-play relationship is established *before* any written contract is executed. The co-marketing arrangement is simply a cover for the pre-existing unlawful agreement.
31. CrossCountry maintained policies for approval of vendors with whom it could use for co-marketing, and it is extremely challenging for new vendors to be approved if they are not already on CrossCountry's approved-vendor list.
32. However, CrossCountry was willing to ignore these policies when necessary; particularly when it involved Mr. Shackelford's team.
33. For example, and more thoroughly alleged below, between February and March 2021, Defendants entered into an unlawful Co-Marketing Agreement under which CrossCountry would pay Raleigh Realty for referrals of Raleigh Realty's homebuyer clients seeking a mortgage, resulting in a "pay-to-play" scheme operating in direct violation of RESPA. *See* 12 U.S.C. § 2601(b).

Defendants' Unlawful Agreement

34. In mid-February 2021, Mr. Fitzgerald and various CrossCountry employees—including Mr. Walker and Mr. Shackelford—began to discuss the terms and expectations for an agreement between the two entities.
35. Ultimately it was agreed that CrossCountry would pay \$15,000.00 per month to Raleigh Realty. From the beginning it was understood that the Defendants intended to engage in a “pay-to-play” scheme based on referrals with Raleigh Realty—an arrangement far outside the boundaries of RESPA’s requirements and CrossCountry’s policy. Mr. Shackelford told Mr. Fitzgerald around this time that he expected an average kickback of about \$500 for each referral.
36. Mr. Fitzgerald understood that Raleigh Realty clients would comply with its directions to use Cross Country as their mortgage provider.
37. Before initiating a co-marketing agreement with Raleigh Realty, Mr. Shackelford specifically intended to expedite CrossCountry’s process of vetting and approving it, also demonstrating Defendants’ intent to finalize an agreement that circumvents RESPA and company policy.
38. In early 2021, Defendants agreed that CrossCountry would pay a substantial portion of Raleigh Realty’s marketing costs in return for Raleigh Realty’s exclusive referral of its homebuyer clients to Cross Country for mortgage origination.
39. Specifically, CrossCountry confirmed that the agreed-upon payment of \$15,000 would be used to cover at least one-half of Raleigh Realty’s monthly payments to Page One Power LLC (“Page One Power”), a digital marketing company

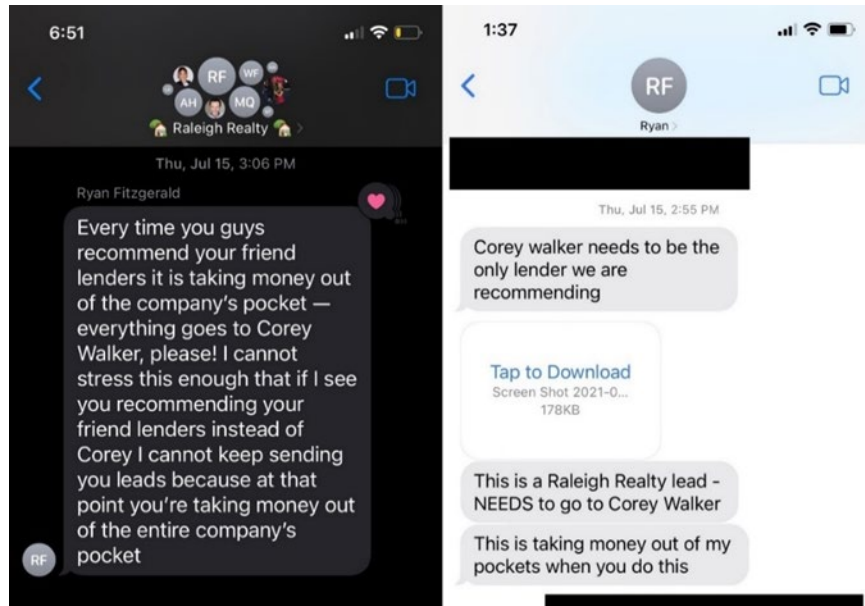
specializing in search engine optimization. *See* Page One Power Contract, attached as Exhibit 1.

40. Mr. Shackelford, as he did in other circumstances, expedited or circumvented the process by which co-marketing vendors were generally approved by CrossCountry's marketing department. For this particular deal, Mr. Shackelford took this proposal straight to top CrossCountry executives. CrossCountry marketing managers who customarily review co-marketing agreements warned the company's executives that the expedited procedure circumvented company policy and violated RESPA. (*Id.*).
41. Nonetheless, Defendants' agreement was executed on April 12, 2021, and was incorporated into the contract⁵ with Page One Power via an "Addendum for Vendor Investment Inclusions." (*See Ex. 1*).
42. Under the agreement, each Defendant (represented by Mr. Fitzgerald and Mr. Shackelford, respectively) was to pay \$15,000 for Page One Power's services to Raleigh Realty. (*Id.*).
43. In return for CrossCountry's \$15,000 contribution, Raleigh Realty was to ostensibly provide various "web marketing services"; however, the reality is that the remuneration was agreed upon in advance and the "marketing services" were simply window-dressing provided for plausible deniability.

⁵ Raleigh Realty originally contracted with Page One Power in January 2021. (*See Ex. 1*).

44. Thereafter, CrossCountry began making monthly payments under Defendants' agreement, but not as reimbursements sent to Raleigh Realty—instead, CrossCountry received and paid each monthly invoice for \$15,000 directly from and to Page One Power.
45. Upon information and belief, Defendants' agreement operated without significant monitoring or oversight—including the monthly documentation proving both parties' adherence to the agreement—from either Defendant for more than one year, also in knowing violation of CrossCountry's co-marketing guidelines.
46. Pursuant to Defendants' agreement, Mr. Fitzgerald continuously instructed and required Raleigh Realty agents to exclusively use CrossCountry to provide the mortgage financing that their clients would inevitably need.
47. Upon information and belief, Defendant Raleigh Realty employs approximately thirty agents who represent and guide homebuyers through the real estate market, evaluating their options, negotiating purchases, and facilitating the closing on the sale of a property.
48. As owner and president of Raleigh Realty, Mr. Fitzgerald possesses and exercises significant control over Raleigh Realty agents' representation of homebuyers. Thus, in furtherance of Defendants' agreement, Raleigh Realty strictly enforced a requirement upon its agents to exclusively refer, compel, and otherwise direct all buyers to CrossCountry for mortgage lending services.
49. Specifically, Mr. Fitzgerald continually told all Raleigh Realty agents that CrossCountry's Corey Walker "needs to be the only lender we [Raleigh Realty] are

recommending;” and any agent who refused to unlawfully induce his or her clients to use CrossCountry was “taking money out of the entire company’s pocket” or “my pockets.” (*See below* (emphasis added)).



50. Mr. Fitzgerald threatened that, if he were to “see” any Raleigh Realty agents not exclusively referring clients to CrossCountry by, for example, “recommending [an agent’s] friend lenders” to their clients, he would retaliate by depriving those agents of future leads. Because real estate agents work exclusively on commission, Mr. Fitzgerald’s repeated threats to withhold leads were tantamount to threats to terminate the agents’ livelihoods.
51. Agents employed by Raleigh Realty were in fact reprimanded, suspended, and otherwise disciplined by Mr. Fitzgerald when they provided their homebuyer clients with mortgage information from other mortgage brokers.

52. Mr. Fitzgerald’s words and conduct enacted a requirement upon Raleigh Realty agents to refer all their homebuyer clients to CrossCountry in order to abide by the agreement with CrossCountry and receive the unlawful kickbacks or referral fees.
53. Mr. Shackelford put similar pressure on Raleigh Realty, telling Mr. Fitzgerald that he should not allow Raleigh Realty agents to use any mortgage company other than Cross Country, whether Corey Walker or different Cross Country personnel.
54. In or around May 2022, Mr. Shackelford noticed a downturn in Raleigh Realty’s referrals and complained to Mr. Fitzgerald that Raleigh Realty had been failing to meet a minimum expectation of fifteen deals a month and threatening to cut the amount of the monthly \$15,000 payment by roughly half.
55. CrossCountry ultimately terminated its agreement with Raleigh Realty after concluding that the numbers of referrals were insufficient for the \$15,000 monthly kickback.
56. As demonstrated by the foregoing, Defendants’ agreement was not formed, executed, or operated as a proper co-marketing agreement under the applicable law, including RESPA.
57. From the very beginning, Mr. Shackelford and Mr. Fitzgerald—notwithstanding cover stories and pretenses—plainly circumvented CrossCountry’s internal policies that were aimed at ensuring compliance with RESPA, and in doing so enacted an agreement that, in practice, operated as a “pay-for-play” scheme based on referrals in direct violation of RESPA.

PLAINTIFF'S FACTUAL ALLEGATIONS.

58. Here, Plaintiff bore increased costs for settlements services caused by Defendants' agreement, including but not limited to a higher interest rate, higher closing costs, and higher ongoing payments for the life of the loan.
59. Had Plaintiff been able to fully consider his options in the mortgage market, he would have paid less for settlement services. Defendants deprived their clients of the benefits of impartial and fair competition in the mortgage market, which ultimately resulted in clients—including Plaintiff—paying amounts in excess of what he would have otherwise paid. For Plaintiff, such deprivation constitutes real harm with adverse effects that will continue for the life of the loan.
60. Plaintiff engaged Raleigh Realty in connection with his intent to buy a home in or near north Raleigh. Plaintiff was a client of Raleigh Realty from October 2021 until his closing on November 15, 2022. Plaintiff was represented by Ayana Barnes, a Raleigh Realty agent who at the time worked for Raleigh Realty exclusively.
61. Plaintiff had a relevant credit score of 795 in late October 2022 when he applied to Cross Country Mortgage for a mortgage loan.
62. Based on that score, on the terms of the loan, and on the state of mortgage markets on the date of his application, he would have been able to obtain a 30-year fixed-rate loan with an interest rate of 6.75% or lower.
63. Based on that score, on the terms of the loan, and on the state of mortgage markets on the date of his application, he would have been able to obtain an adjustable-rate

loan with an initial interest rate of 6.625% or lower and with other terms comparable to those of the mortgage Plaintiff obtained from CrossCountry Mortgage.

64. Plaintiff did not know this at the time, because in fall 2021 Ms. Barnes instructed Plaintiff that Raleigh Realty works with CrossCountry Mortgage and recommended CrossCountry Mortgage but no other lenders. Plaintiff complied with these instructions and sought a mortgage from CrossCountry exclusively.
65. The representations about CrossCountry were made at the explicit direction and instruction of Mr. Fitzgerald in furtherance of the kickback scheme described above and plainly had the tendency to increase unnecessarily the costs for Plaintiff's settlement services.
66. In or around late October 2022, Plaintiff made an offer to purchase and entered into a Purchase Agreement for the Property. The purchase price was \$450,000. The closing date was set for November 15, 2022.
67. CrossCountry originated a 30-year, adjustable-rate mortgage ("ARM") for Plaintiff. The amount of the mortgage was \$360,000, such that it covered certain closing costs. The initial interest rate on this ARM is 6.75%. The rate can adjust beginning in November 2027. It is tied to the Secured Overnight Financing Rate ("SOFR") as measured by the Federal Reserve Bank of New York. Specifically, it is to be 3 percentage points higher than the 30-day average of the SOFR. The first adjustment is limited to 2 percentage points. Subsequent adjustments occur every six months and are limited to 1 percentage point.

68. These terms were fixed approximately one month prior to closing and held through closing.
69. These terms are considerably less favorable for Plaintiff than the terms for which he would have qualified had Raleigh Realty not steered him to CrossCountry.
70. If Plaintiff had borrowed \$360,000 with an initial rate of 6.625%, instead of 6.75%, the monthly mortgage payment would have been approximately \$30 lower. The difference over the first 60 months of the loan amounts to \$1,800.
71. Moreover, CrossCountry Mortgage offered Plaintiff the ARM without properly advising him that adjustable-rate loans are risky for borrowers. Such loans are risky in that dramatic swings in market interest rates can force a borrower into default, entailing enormous fees and potential loss of the home, if the borrower's income or other sources of funds do not increase commensurately during the same time period.
72. Finally, Plaintiff was required to pay a "loan origination fee" of \$995 to Defendant CrossCountry Mortgage.
73. If Plaintiff had been encouraged to shop around, he would have been able to borrow from a mortgage lender that charged a lower "loan origination fee" or none at all.
74. Plaintiff would have paid far less in fees and interest if he had had the opportunity to shop around for different mortgages. Having been tied into CrossCountry Mortgage, Plaintiff had no choice but to pay these additional costs. To be clear, Plaintiff would not have paid these excessive amounts but for Defendants' unlawful arrangement.

75. Given the high level of trust that Plaintiff and other consumers place in real estate agents when buying a home, Raleigh Realty steered Plaintiff toward CrossCountry despite the disadvantageous interest rate over the life of the loan and the increased settlement costs.
76. The words and actions of Raleigh Realty, its owners, and its agents were intended to have and did have the effect of affirmatively inducing Plaintiff's selection of CrossCountry as his mortgage lender regardless of whether CrossCountry would have been the most choice most beneficial to Plaintiff.
77. The unlawful kickbacks and business referral fees exchanged between Defendants have the tendency to increase – and actually have increased unnecessarily – the costs of settlement services to Plaintiff, causing real harm with adverse effects including higher interest rates, higher closing costs, and higher costs continuing through the life of the loan.
78. Plaintiff closed on the Property on November 15, 2022, on terms described above. To secure the mortgage, CrossCountry caused a deed of trust to be recorded on that date with the Wake County Register of Deeds, in Book 19198 at pages 2321 to 2323.

V. CAUSES OF ACTION.

FIRST CAUSE OF ACTION

Violation of Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2607, *et seq.*

79. The foregoing allegations are incorporated by reference and realleged herein.
80. Plaintiff was represented by Raleigh Realty from October 2021 until the closing on February 22, 2022. His agent was Ms. Thibault.

81. In or around January 2022, Plaintiff made an offer to purchase a home located at 8613 Vanburgh Court, Raleigh, Wake County, North Carolina. The sale price of the home was \$450,000. Plaintiff sought a mortgage to fulfill the Purchase Agreement.
82. By and through its agents, Raleigh Realty compelled Plaintiff to choose CrossCountry as his mortgage lender, resulting in a higher interest rate and closing costs that Plaintiff would not have paid but for Defendants' unlawful arrangement.
83. By and through its agents, Raleigh Realty directed, impelled, and affirmatively influenced Plaintiff's selection of a real estate settlement service provider: Defendant CrossCountry.
84. Defendants executed and enforced an agreement and understanding that Raleigh Realty's agents would exclusively refer their clients to CrossCountry brokers for mortgage origination services in exchange for CrossCountry's payment of thousands of dollars per month.
85. From CrossCountry's perspective, the benefit of this arrangement was a stable and regular supply of persons currently in need of a residential loan to purchase a home. From Raleigh Realty's perspective, the benefit of this arrangement was a steady stream of monetary compensation. However, these "benefits" were to CrossCountry and Raleigh Realty alone.
86. Through an unlawful kickback and business referral arrangement with Raleigh Realty (and any other realtors), CrossCountry unfairly competed with other mortgage companies that complied with federal laws prohibiting kickbacks.

87. Moreover, such unfair competition directly and concretely injures consumers, including Plaintiff, because it tends to increase settlement costs, and actually *has* increased settlement costs for Plaintiff and others.
88. Plaintiff has been injured as a direct result of being unlawfully deprived of any meaningful choice in selecting his own mortgage lender. As a result, Plaintiff will continuously be made to overpay tens of thousands of dollars in interest over the life of his mortgage, as well as increased settlement costs.
89. The arrangement and payments were intentional, unlawful, and violate RESPA's express terms.
90. Plaintiff has standing to sue pursuant to RESPA, 12 U.S.C. § 2607(d)(2), because he has been injured by Defendants' arrangement and agreement consisting of illegal referral payments and kickbacks related to real estate settlement services involving a federally related mortgage loan.
91. Defendants are jointly and severally liable to Plaintiff and in an amount equal to three times the amount of any charge for settlement services paid by her, together with the costs of this action and reasonable attorney fees.

SECOND CAUSE OF ACTION
Violation of the Unfair or Deceptive Trade Practices Act
N.C.G.S. § 75-1.1, *et seq.*

92. The foregoing allegations are incorporated by reference and realleged herein.
93. The actions and conduct of Defendants CrossCountry and Raleigh Realty, delineated above, constitute unfair or deceptive acts or practices in or affecting commerce in violation of the UDTPA.

94. Defendants' actions, pattern of conduct, practices, and willful disregard of applicable North Carolina law and the well-being of consumers, including Plaintiff, constitute unfair and/or deceptive acts or practices in violation of the UDTPA.
95. CrossCountry violated the UDTPA by employing unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing settlement services and mortgage loans to Raleigh Realty homebuyer clients pursuant to the unlawful agreement between Defendants.
96. Plaintiff's claims for unfair and deceptive trade practices against CrossCountry include but are not limited to:
- a. Undertaking actions which CrossCountry knew, or should have known, offend well-established public policy, federal and state law, and federal and state banking law and were otherwise unlawful, unfair, deceptive, misleading, coercive, and substantially injurious to consumers, including Plaintiff;
 - b. Employing unfair and deceptive measures to collect or attempt to collect amounts, fees, and other expenses relating to providing settlement services and mortgage loans to consumers, including Plaintiff;
 - c. Employing a system, policies, and procedures for procuring clients, providing mortgage lending services, and providing settlement services to Plaintiff and other consumers which, under North Carolina law, are unfair, deceptive, and misleading, and not permitted by public policy;
 - d. Employing and otherwise undertaking the aforementioned procedures, policies, actions, and methods, with the explicit knowledge that such conduct was in violation of applicable North Carolina law, including the SAFE Act;

- e. Executing and implementing an unlawful agreement with Raleigh Realty to institute unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing settlement services and mortgage loans to consumers, including Plaintiff, to his detriment;
 - f. Remitting kickback payments to Raleigh Realty in exchange for unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing real estate agency and brokerage services;
 - g. Knowingly enabling Raleigh Realty's unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing real estate agency and brokerage services Raleigh Realty's clients, including Plaintiff;
 - h. Knowingly enabling Raleigh Realty's violations of RESPA and corollary North Carolina laws and regulations designed to protect North Carolina consumers, including Plaintiff; and
 - i. Proximately causing economic injuries to Plaintiff.
97. Upon information and belief, all CrossCountry's unfair and deceptive conduct, representations, and omissions alleged herein are pursuant to policies, practices, and procedures created, adopted, and implemented for all of its business with Raleigh Realty.
98. Raleigh Realty violated the UDTPA by employing unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing real estate agency and brokerage services to its homebuyer clients pursuant to the unlawful agreement between Defendants.

99. Plaintiff's claims for unfair and deceptive trade practices against Raleigh Realty include but are not limited to:

- a.** Undertaking actions which Raleigh Realty knew or should have known to offend well-established public policy, federal and state law, and federal and state banking law and were otherwise unlawful, unfair, deceptive, misleading, coercive, and substantially injurious to consumers such as Plaintiff;
- b.** Employing unfair and deceptive measures to collect or attempt to collect amounts, fees, and other expenses relating to providing real estate agency and brokerage services to consumers, including Plaintiff;
- c.** Employing a system, policies, and procedures for assisting homebuyer clients in securing financing for purchasing a home, procuring mortgage services for clients, and providing settlement services to Plaintiff and other consumers which, under North Carolina law, are unfair, deceptive, and misleading, and not permitted by public policy;
- d.** Employing and otherwise undertaking the aforementioned procedures, policies, actions, and methods, with the explicit knowledge that such conduct was in violation of applicable North Carolina law, including 21 NCAC 58A .0109(i);
- e.** Executing and implementing an unlawful agreement with CrossCountry to institute unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing real estate agency and brokerage services to consumers, including Plaintiff, in order to ensure he would acquire a mortgage loan from CrossCountry to his detriment;

- f.** Accepting kickback payments from CrossCountry in exchange for unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing real estate agency and brokerage services;
 - g.** Knowingly enabling CrossCountry's unfair, coercive, false, deceptive, and misleading practices, actions, and representations in connection with providing settlement services and mortgage loans to Raleigh Realty's clients, including Plaintiff;
 - h.** Knowingly enabling CrossCountry's violations of RESPA and corollary North Carolina laws and regulations designed to protect North Carolina consumers, including Plaintiff; and
 - i.** Proximately causing economic injuries to Plaintiff.
- 100.** Upon information and belief, all Raleigh Realty's unfair and deceptive conduct, representations, and omissions alleged herein are pursuant to policies, practices, and procedures created, adopted, and implemented for all of its business with CrossCountry.
- 101.** The forgoing allegations constitute Defendants' unfair or deceptive acts or practices in or affecting commerce in violation of N.C.G.S. § 75-1.1.
- 102.** Defendants' unfair and deceptive acts and practices directly and proximately caused Plaintiff injury in the form of anxiety, stress, anger, frustration, mental anguish, and other pecuniary losses, expenses, costs, and other such damages to be proven at trial.
- 103.** As a direct and proximate result of Defendants' unfair and deceptive acts and practices, Plaintiff is entitled to recover all pecuniary losses, expenses, costs, and

damages, including but not limited to the attorneys' fees and expenses incurred in the prosecution of this matter, and other such damages to be proven at trial.

104. As a direct and proximate result of Defendants' unfair and deceptive acts and practices, Plaintiff is entitled to recover treble damages under N.C.G.S. § 75-16, and reasonable attorneys' fees and costs as provided in N.C.G.S. § 75-16.1.

THIRD CAUSE OF ACTION
Civil Conspiracy.

105. The foregoing allegations are incorporated by reference and realleged herein.
106. The actions and conduct of Defendants CrossCountry and Raleigh Realty, as described *supra*, constitute a civil conspiracy.
107. Generally, a claim for civil conspiracy merely "associate[s] the defendants together" for liability purposes. *Henry v. Deen*, 310 S.E.2d 326, 334 (N.C. 1984). "The liability of the conspirators is joint and several[:]" each party who enters "into a common purpose or design is equally deemed in law a party to every act...done by any of the others in furtherance of such common design." *Muse v. Morrison*, 66 S.E.2d 783, 785 (N.C. 1951) (cleaned up).
108. To sufficiently state a claim for civil conspiracy, a plaintiff must allege "(1) a conspiracy, (2) wrongful acts done by certain of the alleged conspirators in furtherance of that conspiracy, and (3) injury as a result of that conspiracy." *State ex rel. Cooper v. Ridgeway Brands Mfg., LLC*, 666 S.E.2d 107, 116 (N.C. 2008) (citing *Muse* at 785).

109. Upon information and belief, Defendants intended to form and did form a conspiracy by entering into an unlawful agreement by which Raleigh Realty exclusively referred its buyer clients, including Plaintiff, to CrossCountry in exchange for a monthly monetary payment.
110. Upon information and belief, Defendants shared an express understanding to implement this agreement by purposefully and actively depriving consumers, including Plaintiff, of her right to participate in the mortgage lending process without the cost-increasing kickbacks and referral fees explicitly prohibited by RESPA.
111. Upon information and belief, Defendants shared an express understanding to implement this agreement to institute policies and practices to unfairly and deceptively induce consumers, including Plaintiff, to select a mortgage against her best interest in violation of the UDTPA.
112. Each Defendant repeatedly violated RESPA and corollary state laws and regulations in furtherance of the conspiracy, and as a result Plaintiff suffered damages as identified herein.

VI. PRAYER FOR RELIEF.

WHEREFORE, Plaintiff prays for the following relief:

- a. Adjudging that Defendants CrossCountry Mortgage, LLC, and Raleigh Realty, Inc., each violated RESPA, 12 U.S.C. § 2607;
- b. Awarding Plaintiff all damages permitted by RESPA, including treble and statutory damages where applicable;

- c. Trebling the compensatory damages of Plaintiff pursuant to N.C.G.S. § 75-1.1, *et seq.*;
- d. Adjudging that Defendants violated the UDTPA;
- e. Awarding Plaintiff attorneys' fees;
- f. That the costs of this action be taxed to Defendants;
- g. For a trial by jury on all issues so triable; and
- h. For such other and further relief as the Court deems just and proper.

Respectfully submitted, this 30th day of July 2025.

MAGINNIS HOWARD

/s/ Edward H. Maginnis
EDWARD H. MAGINNIS
N.C. State Bar No. 39317
CHRISTOPHER R. BAGLEY
N.C. State Bar No. 50567
7706 Six Forks Road, Suite 101
Raleigh, North Carolina 27615
Tel: 919-526-0450
Fax: 919-882-8763
emaginnis@carolinalaw.com
cbagley@carolinalaw.com

Counsel for Plaintiff

EXHIBIT 1



SEO Service Agreement

This SEO Service Agreement, designed by Page One Power is created exclusively for use by Raleigh Realty

Table of Contents

Table of Contents

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Terms and Conditions

1. The Basics

Before we get in to our plan. It's important that you understand a few basic concepts about us:

Principle	Why It Matters
Truly Organic Links	We build links that are earned based on the quality of your content and the value it provides to audiences on the web. This means no paid links and no PBN's but it also means you need to have content worthy of earning links.
Transparency	Every campaign is led by a project manager who will have multiple calls each month with you discuss progress and will provide a reporting dashboard that will show results and provide updates
Custom Strategy	Our campaigns are custom tailored to accomplish the goals of your campaign. This means building out white hat strategies that strategically target your unique goals.
True Partnership	We believe that success is contingent upon clear communication and collaboration. SEO isn't done in a silo it's meant to dovetail with all marketing efforts. We're not a vendor that builds links we are partners in your organic search success.
Proudly Boise	Our team is based in Boise, ID. All of our work comes from the USA.

Check out our detailed case studies!

[SEO CASE STUDIES](#)

2. What others are saying.



Check Out Our Reviews:



3. Assessment & Recommendations

This campaign will focus on accomplishing the following goals/objectives:

- Develop a strategy that allows for the consistent acquisition of organic backlinks for UpHomes.com
- Increase rankings for Home & Real Estate Keywords for the Charlotte Area

Our initial assessment involves the following steps:

1. Assessing Traffic, Links, and Content for your site and your top competitors
2. Using exports of SEMRush data to how your competitors are driving traffic and using this identify gaps in your current content strategy.
3. Finding under-promoted linkable content on your site.
4. Providing recommendations for how we can close gaps and create a pathway to long-term, sustainable growth for your organization.

Our initial research shows that your site performs better than most of your competitors from a traffic perspective, although it lags behind in links. The differentiating factor appears to be your content which has allowed your site to drive traffic from a variety of queries related to the Charlotte area:

Row Labels	Sum of Search Volume	Average of Position	Sum of Traffic
https://www.uphomes.com/blog/moving-to-mooresville-nc.html	54040	43	3614
https://www.uphomes.com/blog/neighborhoods-charlotte-nc.html	84830	45	1721
https://www.uphomes.com/blog/moving-to-charlotte-nc.html	160450	51	1073
https://www.uphomes.com/blog/real-estate-agent-charlotte.html	18290	56	134
https://www.uphomes.com/downtown-charlotte.php	11650	37	109
https://www.uphomes.com/blog/restaurants-charlotte-nc.html	116870	59	103
https://www.uphomes.com/charlotte.php	61000	39	94
https://www.uphomes.com/homes-for-sale-charlotte-100000-150000.php	9830	38	55
https://www.uphomes.com/blog/moving-to-gastonia-nc.html	3350	39	41
https://www.uphomes.com/blog/	350	56	32
https://www.uphomes.com/blog/first-time-home-buyer.html	8130	49	14
https://www.uphomes.com/noda.php	7330	40	13
https://www.uphomes.com/blog/beaches-near-charlotte-nc.html	1550	53	11
https://www.uphomes.com/concord.php	10190	39	10
https://www.uphomes.com/blog/moving-to-concord-nc.html	5410	53	9
https://www.uphomes.com/blog/buying-home-charlotte-nc.html	430	42	7
https://www.uphomes.com/reserve-at-canyon-hills.php	590	18	1

As we can see your top performing pages are your blog pages. When it comes to creating keyword-focused content you'll want to continue leaning into writing

content about the different neighborhoods and suburbs around Charlotte. Regarding your competitors it appears that Savvy+Co Real Estate are getting most of their traffic from a piece about zip codes in the Charlotte area they do have additional content about specific neighborhoods ie. Dilworth, Oakhurst, Country Club Heights etc, that drives around 800 visitors per month:

Row Labels	Sum of Search Vol	Average of Posi	Sum of Traffic
https://www.savvyandcompany.com/charlotte-area-zip-code-mecklenburg-county-neighborhood-map/	152170	40	14515
https://www.savvyandcompany.com/	144370	47	1757
https://www.savvyandcompany.com/charlottes-walkable-neighborhoods/	13230	46	171
https://www.savvyandcompany.com/moving-here/hoods-we-like/dilworth/	7710	32	157
https://www.savvyandcompany.com/moving-here/hoods-we-like/oakhurst/	1950	37	133
https://www.savvyandcompany.com/idx/?sort=s&af=1&area=30&subdivision=Badin%20Shores%20Resort/	2570	30	89
https://www.savvyandcompany.com/moving-here/hoods-we-like/country-club-heights/	1900	31	72
https://www.savvyandcompany.com/moving-here/hoods-we-like/cotswold/	4340	35	69
https://www.savvyandcompany.com/moving-here/hoods-we-like/myers-park/	11050	26	64
https://www.savvyandcompany.com/moving-here/hoods-we-like/midwood/	14440	40	63
https://www.savvyandcompany.com/moving-here/hoods-we-like/highland-creek/	5220	29	53
https://www.savvyandcompany.com/top-10-neighborhoods-in-charlotte-nc-in-real-estate-sales/	15950	45	50
https://www.savvyandcompany.com/cidx/charlotte_homes/neighborhood/Carriage_Company_Condo~16~end	360	23	50
https://www.savvyandcompany.com/cidx/charlotte_homes/neighborhood/Park_Walk_4_5_6~end	160	3	46
https://www.savvyandcompany.com/moving-here/hoods-we-like/the-arts-district-noda/	18720	42	44
https://www.savvyandcompany.com/idx/?op=query&proptype=end&subdivision=Tranquil+Court&area=5&_srf=1	3060	18	43
https://www.savvyandcompany.com/category/open-houses/	820	26	41
https://www.savvyandcompany.com/moving-here/hoods-we-like/merry-oaks/	1500	52	37
https://www.savvyandcompany.com/category/modern-homes-for-sale-in-charlotte/	3710	32	35
https://www.savvyandcompany.com/moving-here/hoods-we-like/southpark/	10110	35	30
https://www.savvyandcompany.com/moving-here/hoods-we-like/wilmore/	1460	27	28
https://www.savvyandcompany.com/moving-here/hoods-we-like/eastover/	1640	43	28
https://www.savvyandcompany.com/cidx/charlotte_homes/neighborhood/Piedmont_Row~4_5_6~end	1450	28	27
https://www.savvyandcompany.com/best-deal-in-monteith-park-huntersville-nc/	1100	24	26
https://www.savvyandcompany.com/our-agents/janelle-rayford/	200	31	23
https://www.savvyandcompany.com/cidx/charlotte_homes/SouthPark-condos/listings/	9180	38	23
https://www.savvyandcompany.com/our-agents/kendra-c-johnson/	1140	52	21
https://www.savvyandcompany.com/look-whos-savvy-now-kendra-c-johnson/	5400	17	21
https://www.savvyandcompany.com/savvy/stonehaven/	1230	26	21
https://www.savvyandcompany.com/our-agents/amy-dupree-stroupe/	150	24	20
https://www.savvyandcompany.com/our-agents/jennifer-monroe/	900	42	18
https://www.savvyandcompany.com/our-agents/melissa-christiansen/	760	47	18
https://www.savvyandcompany.com/our-agents/	3010	50	18
https://www.savvyandcompany.com/idx/?op=query&proptype=res&subdivision=Badin+Shores+Resort&area=30	1130	21	18
https://www.savvyandcompany.com/our-agents/shannon-lynch/	930	20	17
https://www.savvyandcompany.com/moving-here/hoods-we-like/sedgefield/	3280	24	17
https://www.savvyandcompany.com/moving-here/hoods-we-like/elizabeth/	2540	35	17
https://www.savvyandcompany.com/moving-here/hoods-we-like/fourth-ward/	4120	38	17

Going forward, I'd recommend continuing to create the locally focused content that you're using to rank for keywords, adding in some competitor research to identify additional opportunities.

Page One Power will be creating Linkable Resource Guides that will be top of the funnel, more generic content for link acquisition to help your website earn links from more authoritative nationwide sites. Topics might include something like "A guide to prepare your home for someone with Alzheimers." This is simply an example of a topic. From there use internal linking from the linkable content to support your other content and service pages.

Keyword Opportunities

Keyword	Monthly Search	Current	URL
---------	----------------	---------	-----

	Volume	Ranking	
Homes For Sale in Charlotte NC	18,100	19	https://www.uphomes.com/charlotte.php
suburbs of Charlotte NC	1,300	10	https://www.uphomes.com/blog/neighborhood-s-charlotte-nc.html
Charlotte Neighborhood Map	1,000	10	https://www.uphomes.com/blog/neighborhood-s-charlotte-nc.html
best suburbs of Charlotte NC	590	10	https://www.uphomes.com/blog/neighborhood-s-charlotte-nc.html

1. Keyword Research/Content Analysis: This will be in-depth research to identify what keywords, pages, and content are driving traffic in your industry. We'll use this research to provide you with consultation on what kinds of keywords will be most meaningful and what pages need to be created on your site.

2. Content Creation: Content is a huge part of helping Google recognize your site as an authoritative source in your industry. It's also important to have linkable content that will engage audiences on the web.

I. Linkable Resource Guide: This is a long-form piece of content that targets an audience that is relevant to your services and has many resource pages dedicated to them on the web. Our team will then craft a 3,000+ word guide that provides helpful information to this audience in the hopes of getting it placed on resource pages.

3. Organic Link Building: We will use two primary strategies for link acquisition; Content Link Building & Research Link Building:

I. Content Link Building: Our writers will use content from your website as a source within articles they write for 3rd party publications, they will then link to your content as a way of citation:



II. Research Link Building: This is a series of tactics that don't involve the creation of content for the 3rd party site. Among the possible strategies are: Resource Links, Competitor Backlinking, Unlinked Mentions, and Broken Link Building.



4. The Initial Investment & Deliverables

Website URL: UpHomes.com

Name	Price	Quantity	Subtotal
Link Building Customized, research-based link building designed to achieve results to grow your business. Guarantee of 60 links during the initial agreement.	\$40,000.00	1	\$40,000.00
Content Creation - Linkable Resource Guide Each guide is strategically developed to be highly linkable: as we develop a plan for our content strategy, we identify 100 link opportunities for each guide, which supports scalable link building.	\$2,500.00	4	\$10,000.00

Subtotal	\$50,000.00
Discount (10%)	-\$5,000.00
Total	\$45,000.00

Pricing represents the full spend for the initial 6-month term of the Agreement.

Page One Power will invoice monthly at \$7,500.

*Deliverables after the initial term will be agreed upon by Project Manager and Raleigh Realty ahead of any future term and may or may not reflect initial term deliverables as outlined above.

5. TERMS

Prior to signing, proposal may be amended upon collaboration with the client, Raleigh Realty, at the discretion of Page One Power.

6. Acceptance

Your signature below indicates acceptance of this SEO proposal, and will serve as the contractual agreement, along with the terms and conditions below, between Page One Power and Raleigh Realty.

Start Date: Contract start date begins on the date this contract has been signed by both parties.

End of Initial Term: 181 days after contract sign date.

Agreement will auto-renew in 3 month terms unless client submits notice of non-renewal 30 days before end of term.

Raleigh Realty

Signature: *Ryan Fitzgerald*

Date: 01/14/2021

Page One Power

Signature: *Harris McMullin*

Date: 01/19/2021

Terms and Conditions

R.F.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, Company and Client agree to the following:

1. Term - The initial term of this agreement will be executed for the number of days outlined in section "Acceptance" of the proposal after contract sign date. Agreement will auto-renew in 3 month terms unless client submits notice of non-renewal 30 days before end of term

2.Services – Company agrees to provide Client with Search Engine Optimization Services as described in this Agreement Section "Initial Term Investment and Deliverables".

2.1.Goals – Company and Client agree to establish short-term goals for Client's campaign during an initial phone call between Client and Company. Ongoing communication between Client and Company will allow campaign goals to be reassessed and modified on a regular basis, as deemed necessary by Client or Company.

2.2.Client Support – Company is available via phone, email or online chat Monday through Thursday, between the hours of 7:00 am MT and 5:00 pm MT, excluding national holidays.

3.Fees; Limitations on Refunds and Cancellation Fees – Client invoicing will be on the same day each month as indicated by contract signature date. Client agrees to pay Company the agreed dollars for each full month of the term of this Agreement as outlined in section "Initial Term Investment and Deliverables" of the proposal, and Client agrees to pay Company any and all fee(s) as billed in accordance with this Agreement. Any increase or decrease in services requested by Client will be subject to pricing changes.

3.1.The fee(s) must be received prior to the start of any term of SEO Services. After receiving the fee(s), Company will promptly begin its services per this Agreement between the Parties.

3.2.Renewals for fewer than three-month terms that are approved by the Company will be billed an additional \$250 per \$3,500 spend.

3.3.If Company fails to meet the deliverables listed in section "Initial Term Investment and Deliverables" of the proposal by the end of the term, Company has an additional 30 days to finish work as outlined in section "Initial Term Investment and Deliverables" of the proposal.

3.4 Company will not be held liable for missed deadlines if caused by a lack of communication, approvals or actions required by Client.

3.5.Refunds will be calculated based on the percentage of unsuccessful work completed as per section "Initial Term Investment and Deliverables" of proposal, within that same term and applied to the fees collected for and related to that term.

3.6.If Client discontinues services or terminates this agreement during agreed term, Client forfeits their right to a refund related to the Guarantee. This does not apply to non-renewal notices submitted by Client to discontinue services at the end of agreed term.

3.7.Client further agrees to pay upon cancellation/termination the amount of any fees or other amounts due to Company as provided in the Agreement.

3.8. Client agrees that in the event of any termination of this Agreement by Client, refunds not related to the Guarantee shall be given only for "Future" terms of services that were paid in advance and will not be granted for current or previous terms where service has been provided.

3.9. Company will require 30 days to process refund requests.

4. Default – All payments not received within five (5) days of the due date will result in default.

4.1. Upon default, Company reserves the right to remove all marketing campaigns and any other ongoing campaigns for Client's site(s). Company and Client will use good-faith efforts to resolve the default promptly.

4.2. If default persists for more than thirty (30) days, Company shall remove all marketing campaigns and any other ongoing campaigns for Client's site(s) and will pursue all collection efforts it deems necessary for collecting all outstanding fees.

4.3. All amounts outstanding to Company shall be assessed late fees at a rate of one percent (1%) per month.

5. Client Authorizations – Client hereby authorizes and agrees to the following:

5.1 Company shall have the right to use Client's name, logos, trademarks, website images, and other content for use in creating informational pages used by Company for SEO purposes.

5.2 Company shall have the right to use Client campaign data, including description of work, for marketing and other purposes designed to promote Company.

6. Client Acknowledgements – Client understands, acknowledges and agrees that Company has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's website may be excluded from any search engine or directory at any time at the sole discretion of the search engine. Company does not warrant that the SEO services will meet the client's expectations or requirements. Company offers no guarantee of present or future placement of Client's website in any specific search engine.

7. Indemnification – Client and Company shall indemnify and hold harmless each other (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Company or Client as a result of any claim, judgment, or adjudication against Company or Client.

8. Confidentiality – The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information.

9. Notice and Payment – Any notice required to be given under this Agreement shall be delivered to the other designated party via email, certified/registered mail to the address indicated below. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

10. Disputes – Client and Company agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, may be submitted to Arbitration in Ada County, Idaho and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any use of arbitration for dispute resolution under this Agreement shall be at the sole discretion of Company.

11. Governing Law – This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho, without regard to its conflict of laws rules.

12. Jurisdiction – If either party brings against the other party any proceeding arising out of this Agreement, including any arbitration or litigation proceedings, that party may bring that proceeding only in Ada County, Idaho, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

Client Billing Information: (For billing purposes only)

	Customer Information	Company Information
Client:	Ryan Fitzgerald	Page One Power
Contact:	Ryan Fitzgerald	Finance Department
Address:	324 S Wilmington St Raleigh, NC 27601	3100 N Lake Harbor Suite 254
City/State/Zip:	Raleigh NC 27601	Boise, ID 83703
Email:	Ryan@RaleighRealtyHomes.com	finance@pageonepower.com
Email CC:	Ryan@uphomes.com	
Direct Accounting Phone:	9784601398	208-229-8090 Fax:208-229-8002

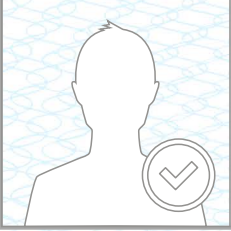

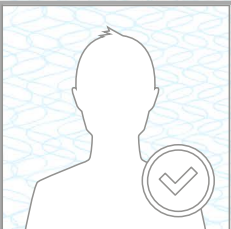

SEO Client Contact Information: (For link reporting purposes only)

	SEO Contact Information
Point of Contact:	Ryan Fitzgerald
Point of Contact Phone:	9784601398
Point of Contact Email:	Ryan@RaleighRealtyHomes.com
Email CC:	Ryan@uphomes.com

Signature Certificate

Document Ref.: DYCV9-R6JJO-A2ZTX-NJP5C

Document signed by:

	Ryan Fitzgerald E-mail: ryan@raleighrealtyhomes.com Signed via link IP: 75.7.143.84 Date: 14 Jan 2021 14:51:42 UTC	
	Harris McMullin Verified E-mail: hmcmullin@pageonepower.com IP: 75.174.154.201 Date: 14 Jan 2021 20:00:39 UTC	

Document completed by all parties on:

14 Jan 2021 20:00:39 UTC

Page 1 of 1



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Addendum for Vendor Investment Inclusions

Page One Power (Company) will accept authorized vendors of Raleigh Realty (Client) to invest in SEO work for Raleigh Realty.

Any funds received from authorized vendors will be credited to Raleigh Realty through the duration of the current contract term or contract continuation and may be used for any services Page One Power provides.

Funds credited to Raleigh Realty that remain after contract expiration will be applied to any services requested by Raleigh Realty.

Work conducted by Page One Power for funds received from vendors of Raleigh Realty will be decided between Client and Company and executed in a reasonable time frame agreed upon by both parties.

Cancellation of any vendor investment must be notified in writing by Client at least 10 days prior to invoice due date. Invoice is due on the 1st of each month. Page One Power will also include the following information on the initial invoice:

Net 30 Terms

- \$15,000 - Ryan Fitzgerald, Realtor and website owner at Raleigh Realty
 - Services Provided for Raleigh Realty:
 - Link building
 - Content creation
 - SEO Consulting and Strategy Development
- \$15,000 – Chuck Shackelford, Executive Vice President at CrossCountry Mortgage
 - Web Marketing Services provided by Raleigh Realty:
 - Get Pre-Qualified CTA on real estate listings
 - Addition of CCM LO on “Agents” page
 - Hyperlink called “Lending” to CCM Team site from Footer
 - CCM Team Logo placement on the Mortgage Calculator
 - Fair market value of approximately \$10CPM

Page One Power

Signature Nick Katseanes

Name Nick Katseanes

Raleigh Realty

Signature Ryan Fitzgerald

Printed Name Ryan Fitzgerald

Vendor Company CrossCountry Mortgage

Vendor Monthly Investment: \$15,000.00

Vendor Contact Name Chuck Shackelford

Title Executive Vice President

Vendor Signature 1 Chuck Shackelford

Vendor Signature 2 Beth Keckley

Vendor Signature 3 CrossCountry Mortgage Billing

Contact Email 1: Charles.Shackelford@myccmortgage.com

Contact Email 2 Ryan.Judy@myccmortgage.com

Billing Email Ryan.Judy@myccmortgage.com

Billing CC Email: CCMCorpMarketingInvoice@myccmortgage.co

Date: 03/31/2021

Signature Certificate

Document Ref.: GTUMA-KKGHY-PUTIX-GJYJB

Document signed by:

	Nick Katseanes Verified E-mail: nkats@pageonepower.com IP: 75.174.220.102 Date: 05 Apr 2021 13:52:43 UTC	<i>Nick Katseanes</i> 
	CrossCountry Mortgage Billing Verified E-mail: ccmcorpmarketinginvoice@myccmortgage.com IP: 208.40.28.146 Date: 05 Apr 2021 14:09:44 UTC	<i>CrossCountry Mortgage Billing</i> 
	Chuck Shackelford E-mail: charles.shackelford@myccmortgage.com Signed via link IP: 174.104.212.24 Date: 12 Apr 2021 18:01:51 UTC	<i>Chuck Shackelford</i> 
	Ryan Fitzgerald Verified E-mail: ryan@raleighrealtyhomes.com IP: 75.7.143.84 Date: 12 Apr 2021 18:03:53 UTC	<i>Ryan Fitzgerald</i> 

Document completed by all parties on:

12 Apr 2021 21:24:55 UTC

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Document signed by:

	<p>Beth Keckley Verified E-mail: beth.keckley@myccmortgage.com</p> <p>IP: 108.90.58.130 Date: 12 Apr 2021 21:24:55 UTC</p>	<p><i>Beth Keckley</i></p> 
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Document completed by all parties on:
12 Apr 2021 21:24:55 UTC

Page 2 of 2



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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jeremiah VonBlohn

(b) County of Residence of First Listed Plaintiff Wake
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Edward H. Maginnis, Maginnis Howard, 7706 Six Forks
Road, Suite 101, Raleigh, NC 27615, 919-526-0450

DEFENDANTS

CrossCountry Mortgage, LLC, and Raleigh Realty Inc.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
12 U.S.C. § 2607, et seq.; N.C. GEN. STAT. § 75-1.1 et seq.; Civil Conspiracy

Brief description of cause:

Plaintiffs were coerced into using CrossCountry for mortgage loans, causing them to pay excessive closing fees & higher interest rates

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

7/30/2025

/s/ Edward H. Maginnis

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT Case 5:25-cv-00462-FL APPLYING FOR Document 1-2 Filed 07/30/25 Page 1 of 2 MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Civil Action No. 5:25-cv-462

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Civil Action No. 5:25-cv-462

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

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☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: