

DOUGLAS F. GANSLER
Attorney General



WILLIAM D. GRUHN
Chief
Consumer Protection Division

KATHERINE WINFREE
Chief Deputy Attorney General

JOHN B. HOWARD, JR.
Deputy Attorney General

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

WRITER'S DIRECT DIAL NO.

410-576-7942

July 20, 2011

Ms. Ellen E. Nevins
1 Silverthorn Lane
Belle Mead, NJ 08502

Re: Public Information Act Request Regarding Toll Brothers, Inc.

Dear Ms. Nevins:

As per your conversation with Alice Katsianos, enclosed is a report of the complaints filed with out office against Toll Brothers, Inc. in the last 5 years. Please let us know if you wish to have a copy of each of the complaints. As we discussed, there would be a charge for the copies if you wish to have the actual complaints mailed.

I hope that this information is responsive to your request. Please contact me if you have any questions or concerns at 410-576-7942.

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. Straughn".

Karen S. Straughn
Assistant Attorney General

Enclosure

Report: Toll Brothers

Baltimore

BAWCF Name	Case Number	Case was Mediated	Ended with Positive Relief	Relief Type Obtained	Amount Obtained	BAWCF Practice	Date Closed
Toll Brothers of MD	<u>165926</u>	No	No	Acknowledged Complaint	\$0	Other	3/26/2009
Toll Brothers, Inc.	<u>117734</u>	No	No	No Relief	\$0	Other	3/6/2007
Toll Brothers, Inc.	<u>125917</u>	Yes	Yes	Refund/Reimbursement	\$35483.00	Breach of Contract	2/7/2007
Toll Brothers, Inc.	<u>129455</u>	No	Yes	Other Corrective Action	\$0	Failure to Honor Refund Request	4/26/2007
Toll Brothers, Inc.	<u>149544</u>	No	Yes	Acknowledged Complaint		Other	5/2/2008
Toll Brothers, Inc.	<u>149864</u>	Yes	Yes	Other Corrective Action	\$0	Alteration of Contract Terms	4/28/2008
Toll Brothers, Inc.	<u>149864</u>	Yes	Yes	Other Corrective Action	\$0	Construction Defect	4/28/2008
Toll Brothers, Inc.	<u>150283</u>	Yes	Yes	Refund/Reimbursement	\$66000.00	Construction Defect	4/7/2009
Toll Brothers, Inc.	<u>150283</u>	Yes	Yes	Refund/Reimbursement	\$66000.00	Delays in Servicing	4/7/2009
Toll Brothers, Inc.	<u>150599</u>	Yes	No	Arbitration - Other	\$0	Failure to Honor Cancellation Request	6/24/2008
Toll Brothers, Inc.	<u>150599</u>	Yes	No	Arbitration - Other	\$0	Failure to Honor Refund Request	6/24/2008
Toll Brothers, Inc.	<u>151421</u>	Yes	No	No Relief	\$0	Failure to Credit Account	6/17/2008
Toll Brothers, Inc.	<u>151421</u>	Yes	No	No Relief	\$0	Failure to Honor Cancellation Request	6/17/2008
Toll Brothers, Inc.	<u>151421</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	6/17/2008
Toll Brothers, Inc.	<u>151813</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	8/5/2008
Toll Brothers, Inc.	<u>153693</u>	No	No	Acknowledged Complaint		Other	7/21/2008

Toll Brothers, Inc.	<u>156331</u>	Yes	Yes	Store Credit/Account Credit	\$20000.00	Construction Defect	12/1/2008
Toll Brothers, Inc.	<u>158721</u>	No	Yes	Refund/Reimbursement	\$31098.00	Other New Home Practice	10/14/2008
Toll Brothers, Inc.	<u>159561</u>	Yes	No	No Relief	\$0	Construction Defect	12/10/2008
Toll Brothers, Inc.	<u>159595</u>	Yes	No	No Relief	\$0	Construction Defect	4/6/2009
Toll Brothers, Inc.	<u>159595</u>	Yes	No	No Relief	\$0	Failure to Deliver All Goods or Provide All Services (Some Goods or Services Delivered)	4/6/2009
Toll Brothers, Inc.	<u>159595</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	4/6/2009
Toll Brothers, Inc.	<u>159665</u>	Yes	No	No Relief	\$0	Failure to Deliver Correct Goods / Services	12/24/2008
Toll Brothers, Inc.	<u>159665</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	12/24/2008
Toll Brothers, Inc.	<u>160589</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	4/22/2009
Toll Brothers, Inc.	<u>163235</u>	No	No	Filed for Information Only	\$0	Breach of Contract	4/6/2009
Toll Brothers, Inc.	<u>163517</u>	Yes	Yes	Service/Goods/Repairs	\$3400.00	Failure to Honor Extended Warranty (includes violations of CL§14-1311)	8/24/2009
Toll Brothers, Inc.	<u>163881</u>	Yes	Yes	Refund/Reimbursement	\$36162.00	Breach of Contract	3/16/2009
Toll Brothers, Inc.	<u>165768</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	5/8/2009
Toll Brothers, Inc.	<u>165994</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	4/20/2009
Toll Brothers, Inc.	<u>166133</u>	Yes	Yes	Refund/Reimbursement	\$5000.00	Alteration of Contract Terms	4/6/2009
Toll Brothers, Inc.	<u>166724</u>	Yes	Yes	Refund/Reimbursement	\$750.00	Condo Conversion Violation	5/8/2009
Toll Brothers, Inc.	<u>168054</u>	Yes	No	No Relief	\$0	Failure to Honor Cancellation Request	6/8/2009
Toll Brothers, Inc.	<u>172104</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	10/5/2009

Toll Brothers, Inc.	<u>172104</u>	Yes	No	No Relief	\$0	Other New Home Practice	10/5/2009
Toll Brothers, Inc.	<u>173944</u>	Yes	No	No Relief	\$0	Construction Defect	1/27/2010
Toll Brothers, Inc.	<u>173974</u>	Yes	No	No Relief	\$0	Alteration of Contract Terms	11/23/2009
Toll Brothers, Inc.	<u>174645</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	10/28/2009
Toll Brothers, Inc.	<u>174648</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	2/16/2011
Toll Brothers, Inc.	<u>174956</u>	No	No	No Relief	\$0	Failure to Honor Refund Request	10/5/2009
Toll Brothers, Inc.	<u>176037</u>	Yes	No	No Relief	\$0	Billed for goods/services not requested/received	12/7/2009
Toll Brothers, Inc.	<u>176037</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	12/7/2009
Toll Brothers, Inc.	<u>186368</u>	Yes	No	No Relief	\$0	Misrep Material Fact (CL §13-301(3)) (Sales)	12/13/2010
Toll Brothers, Inc.	<u>188655</u>	Yes	No	No Relief	\$0	Failure to Honor Refund Request	1/12/2011
Toll Brothers, Inc.	<u>196714</u>	No	No	Filed for Information Only	\$0	Failure to Deliver Correct Goods / Services	3/31/2011
Toll Brothers, Inc.	<u>197737</u>	Yes	No	No Relief	\$0	Defective / Damaged Goods	6/6/2011
Toll MD X Limited Partnership	<u>142369</u>	No	No	Acknowledged Complaint	\$0	Other	12/7/2007

Eastern Shore

BAWCF Name	Case Number	Case was Mediated	Ended with Positive Relief	Relief Type Obtained	Amount Obtained	BAWCF Practice	Date Closed
Toll Brothers, Inc.	<u>124116</u>	Yes	No	No Relief	\$0	Failure to Honor Cancellation Request	4/13/2007

Data from 38 cases is reflected in this report.
 Number of records: 48

Additional information about this report:
 This report groups on Case Branch

This report is restricted to complaints meeting the following criteria:



LISA MADIGAN

Illinois Attorney General
Consumer Fraud Bureau
500 South Second Street
Springfield, IL 62706
217-782-1090

1-800-243-0618 (Toll free in IL)

TTY: 1-877-844-5461
CONSUMER FRAUD
CHICAGO

Office Use Only

CLMS: 242491

AG: _____

MLC

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION:

NAME OF SELLER OR PROVIDER OF SERVICE:

<p>Name: Mr. <input checked="" type="radio"/> Mrs. <input type="radio"/> Ms. (circle one)</p> <p>Address:</p> <p>City: State: Zip code: County:</p> <p>Your Telephone Number: Daytime: _____ Evening: _____</p> <p>Your e-mail address (optional):</p> <p>Are you a senior citizen? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Who referred you to this office? Better Business Bureau - Rita Brigher</p>	<p>Name: Jaynelle Then</p> <p>Address: 9 Tournament Drive South</p> <p>City: State: Zip code: Hawthorn Woods IL 60047</p> <p>Telephone (847) 847-7061 Website: www.tollbrothers.com</p> <p>Additional seller or provider of service involved in transaction: Name: Shaun Cristol Address: 250 Gibraltar Road City: State: Zip code: Horsham PA 19044 Telephone (215) 293-4330 Website: www.tbimortgage.com</p>
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Has this matter been submitted to another government agency, an arbitration service, or to an attorney? Yes No
 If yes, please give name, address, telephone number #. Anne Grow, Esquire 830 West Route 22 #236 Lake Zurich, IL 60047
 Is court action pending? Yes No (847) 277-1972

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: July 19, 2008 Did you sign a contract? Yes No Date contract was signed: July 19, 2008
 (If yes, please attach a copy)

Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if available)

How was the service advertised?

- Newspaper/magazine
- Radio advertisement
- Television advertisement
- Internet advertisement
- E-mail solicitation
- Direct mail solicitation
- Telephone solicitation
- Yellow pages of the telephone book
- Facsimile solicitation
- Door-to-door solicitation
- Display at merchant's place of business
- Display at a trade show/convention, etc.
- Other _____

Total Cost of product/service: \$ 525,975.00

Amount paid to date/down payment: \$ 32,000.00

Method of payment (check one) (Please attach a copy)

Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No

(Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

Mrs. Jaynelle Then (847) 847-7061

Mr. Dershawn Zachery (248) 347-5000

Mr. Jonathan Margolis (215) 938-3052

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make:	Model:	Year:	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-Is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of Extended Warranty:	Purchase Date:	Current Mileage:	Mileage at Purchase:
Expiration Date:				

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint. **PLEASE DO NOT SEND ORIGINALS.**

My husband and I signed a contract with Toll Brothers to build a house with a base price of \$525,975. The contract shows that we would do a 5% down payment. We gave Toll Brothers \$32,000.00 as earnest money.

Toll Brothers assured us that their mortgage company would extend a loan on a 5% down payment and then turned around after we signed the contract with \$32,000 down payment, to say they do not have such a program anymore. They should have let us know before we signed the contract and handed them \$32,000 that, they did not have the 5% down payment loan program. As soon as we notified them of our inability to get financing for the home, they re-cast this as a default in contract instead of admitting to their bait and switch practices and returning our \$32,000 earnest money.

I have attached a detailed timeline of events.

What form of relief are you seeking? (E.g. exchange, repair, money back, product delivery, etc.)

Money back - We want Toll Brothers to return our \$32,000 earnest money.

READ THE FOLLOWING BEFORE SIGNING BELOW:

In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless box checked below. The above complaint is true and accurate to the best of my knowledge.

Signature: _____



Date: 02/05/09

- Check here if you only want to notify our office of your concerns and do not want a mediation process initiated.

Please print and send the completed form to the address at the top of this complaint form. Incomplete forms may be returned.

CONSUMER PROTECTION DIV
ATTORNEY GENERAL

Timeline

On July 1, 2008 we moved from Maryland to rent a home inside the Toll Brothers Hawthorn Woods Country Club complex. We made this move because we had every intention to let Toll Brothers build a home for us and we wanted to watch the progress.

On July 19, 2008 my husband and I signed a contract with Toll Brothers to build a house with a base price of \$525,975. The contract shows that we would do a 5% down payment. We gave Toll Brothers \$32,000.00 as earnest money.

On July 23, 2008, we gave a loan application to Toll Brother's lender (TBI mortgage) representative - **Shaun Cristol**- over the phone because their office is based in Pennsylvania. We applied for a 5% down payment and 95% lender financed loan. TBI mortgage never mailed us an application. Their representative - **Shaun Cristol**, did the application process over the phone. The TBI mortgage representative got all the information necessary to complete an initial loan application from us and did a full pull of our credit reports.

On August 11, 2008, the TBI mortgage representative - **Shaun Cristol** called and told us that the loan we applied for (5% down payment and 95% lender financed) was no longer available. We requested that he give us a letter stating that they no longer have the 5% down payment and 95% lender financed loan program available. He agreed but never sent us any letter. I called him again and a left voice message and he did not return my call. **Sometime in the second week of September 2008**, I called him up to inquire about the letter and he promised to send as soon as possible. We are yet to receive any letter from him.

Once we learnt that the 5% down payment and 95% lender financed program was no longer available, we tried calling other lenders to see if we could get a 5% down payment and 95% lender financed loan. This was when the financial crisis was brewing. No lender was willing to do a 5% down payment and 95% lender financed loan on a \$525,975 home. ING DIRECT required a 20% down payment for their 'Orange Mortgage'. American Chartered Bank required a 15% down payment. We did not have any additional funds to put down as a down payment, and we were unable to find any other mortgage company that would proceed with the loan on a basis of five percent (5%) down. We notified Toll Brothers of our inability to obtain financing and requested that the contract be terminated and the earnest money be returned to us. Toll brothers threatened us with default, forfeiture of our earnest money and also a remittance of \$78,897 to them.

When a reputable firm the stature of Toll Brothers assures potential buyers that their mortgage company can extend a loan on a 5% down payment and then turns around after we've signed the contract with \$32,000 down, to say they do not have such a program, that's unethical. That's the old bait and switch game. You can request to listen to all our phone conversations with Toll Brothers mortgage representative- **Shaun Cristol** ((215) 293-4330) as proof of my claims.

We notified Toll brothers of our inability to obtain financing as quickly as we could, to stop them from building the home. I have attached a picture of the lot (209) referenced in the agreement of sale to show you ~~the lot is not broken~~. It is unconscionable that a reputable company like Toll Brothers will refuse to return our \$32,000 earnest money.

Through our previous representative, Anne Grow, we wrote Toll Brothers four times requesting the return our Thirty Two Thousand Dollars (\$32,000.00) earnest money but, they have remained

uncooperative and negative to our approaches. I have attached the following correspondences with Toll Brothers:

- a) **August 26, 2008** - a letter from our former representative, Anne Grow, informing Toll Brothers of our inability to secure a 5% down payment and 95% lender financed loan. We requested that the contract be terminated and the earnest money be returned to us.
- b) **August 26, 2008** - a letter from Toll Brother's Project Manager, Sean Turner telling us that a UPS delivery was returned with the remainder of the mortgage application uncompleted. We never received any such notification from UPS that such a delivery was attempted, if they truly sent it to us. The possibility that they sent to the wrong address does not hold because we were already renting inside the Toll Brothers town home complex with our landlord, Ernie Lasalle, when we started proceedings.
- c) **September 10, 2008** - a formal response from their lawyer- Mr. Jonathan Margolis.
- d) **September 16, 2008** - a response from our former representative, Anne Grow
- e) **September 17, 2008** - an unfavorable response from their lawyer- Mr. Jonathan Margolis. After this response, we decided to report this to Better Business Bureau.
- f) **October 3, 2008** - another letter from our former representative, Anne Grow, letting Toll Brothers know that I lost my job and the financial inability to continue with the purchase of a new home.
- g) **December 2, 2008** - Toll Brothers refused to acknowledge receipt of our October 3, 2008 letter. They told Better Business Bureau that we did not respond to their last letter. I had our former representative, Anne Grow send them another letter.
- e) **December 5, 2008** - Finally, a response from their lawyer- Mr. Jonathan Margolis stating clearly where they stand on this issue.

With the unfavorable December 5, 2008 response from Toll Brothers lawyer- Mr. Jonathan Margolis, our former representative, Anne Grow, advised us that she did not see any recourse but to proceed to file a suit in order to try to recover our earnest money. My job was terminated under a reduction in work force program with Alcatel-Lucent and my husband and I do not have the resources to file a suit.

My husband and I have worked extremely hard to earn every dime of our earnest money. This is the money we got from the sale of our previous home and is the only liquid cash we have. We would like to use this money to put as down payment towards purchasing a new home as soon as I get a job and banks start lending again. The Better Business Bureau advised us to seek an attorney general in our area to try to get our earnest money back. You are our last hope for justice and I appeal to you to engage Toll Brothers actively in the pursuit of a favorable resolution to this issue.

JMC



LISA MADIGAN

Illinois Attorney General
 Consumer Fraud Bureau
 500 South Second Street
 Springfield, IL 62706
 217-782-1090
 1-800-243-0618 (Toll free in IL)
 TTY: 1-877-844-5461
 www.IllinoisAttorneyGeneral.gov

Office Use Only

CLMS: 250323

AG: _____

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION: **NAME OF SELLER OR PROVIDER OF SERVICE:**

Name: Mr., Mrs., Ms. (circle one) [REDACTED]	Name: Toll Brothers
Address: [REDACTED]	Address: 250 Gibraltar Road
City: _____ State: _____ Zip code: _____ County: _____	City: Horsham State: PA Zip code: 19044
Your Telephone: Daytime: [REDACTED] Evening: [REDACTED]	Telephone: (215) 938.8000 Website:
Your e-mail address (optional): [REDACTED]	Additional seller or provider of service involved in transaction: Name:
Are you a senior citizen? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Address:
Who referred you to this office?	City: _____ State: _____ Zip code: _____
	Telephone: () _____ Website:

Has this matter been submitted to another government agency, an arbitration service, or to an attorney? Yes No
 If yes, please give name, address, telephone number #. _____
 Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: 6/17/07 **Did you sign a contract?** Yes No **Date contract was signed:** _____
 (If yes, please attach a copy)

Was the product or service advertised? Yes No **When?** _____
 (Please attach a copy of the advertisement, if available)

How was the service advertised? <ul style="list-style-type: none"> • Newspaper/magazine • Radio advertisement • Television advertisement • Internet advertisement • E-mail solicitation • Direct mail solicitation • Telephone solicitation • Yellow pages of the telephone book • Facsimile solicitation • Door-to-door solicitation • Display at merchant's place of business • Display at a trade show/convention, etc. • Other _____ 	Total Cost of product/service: \$ 589,975 Amount paid to date/down payment: \$ 57,934 Method of payment (check one) (Please attach a copy) Cash <input type="checkbox"/> Check <input checked="" type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input type="checkbox"/> Bank Draft <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Automatic Debit <input type="checkbox"/> Other _____
	If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes <input type="checkbox"/> No <input type="checkbox"/> (Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

D Miekina (no longer on this project) 847.998.0400

R.Toll, Bruce Toll, Donna McDonal 215.938.8000

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make:	Model:	Year:	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of Extended Warranty:	Purchase Date:	Current Mileage:	Mileage at Purchase:
Expiration Date:				

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint. PLEASE DO NOT SEND ORIGINALS.

On 6/17/07 I put down a deposit on a Townhome in The Patriot at The Glen in Glenview Illinois. As I was putting money down on this home knowing that I still had to sell my home, I asked what would happen if I couldn't sell my home. I was told REPEATEDLY by the sales associates that all I would loose was 10,000. I asked if I could take the papers to an attorney and was told it would be a waste of money as this was a standard contract. Shame on me, I listened.

I then went through all of the choosing of colors and styles, etc. As I put my house up on the market during the period that housing started to drop, it became apparent that I was not going to A) be able to sell my house for what it was initially worth, B) I would not be able to afford payments on this new home, I called the project manager with a heavy heart and told him that I had to let the townhome go. This was a year later on June 2 of 2008. I called because I was told REPEATEDLY that I would only loose 10,000 and as the houses were supposed to be done in the Fall of 08, I wanted to give them the most warning I could (the homes weren't complete until the beginning of '09).

Mr. Miekina turned very ugly and told me that since I "was choosing to walk away" I would loose everything I put down. I kept telling him of my conversations, saying that I wouldn't have made this call if I thought any different. My house until this day remains on the market. I was dumbfounded. I kept trying to reason with him that I was told over and over to go ahead and sign this standard contract and that all I could loose was 10,000.

I then started doing my homework. You see, I found myself single after 22 years of marriage and was still paying for schooling for my kids and accordingly had to leave our family home and I was trying to find my way. It was then I learned of all of Toll's issues. Some building (see documents), and other folks like me who had borrowed money or put their nest egg down and not being able to sell their existing homes. Through my research and after seeing a lawyer who told me that Toll had an iron clad contract - they have written in that they control who mediates so that some issues like mine never get into court, I would put money into a case that I didn't have with little or no chance of winning. (Continued on next page.)

What form of relief are you seeking? (E.g. exchange, repair, money back, product delivery, etc.)
 Refund of my monies paid less 10,000 as was verbally agreed to.

READ THE FOLLOWING BEFORE SIGNING BELOW:

In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless box checked below. The above complaint is true and accurate to the best of my knowledge.

Signature: _____

Date: 4/30/09

Check here if you only want to notify our office of your concerns and do not want a mediation process initiated.

Please print and send the completed form to the address at the top of this complaint form.
 Incomplete forms may be returned.

SPRINGFIELD, ILLINOIS
 6007 507 AM
 APR 30 2009
 CONSUMER PROTECTION DIV.
 STATE OF ILLINOIS

ATTORNEY GENERAL'S
OFFICE

April 16, 2009

Christopher Chesnut
Citizen's Advocate
Consumer Protection Division
Office of the Attorney General
100 W. Randolph Street
Chicago, IL 60601

APR 20 2009
CONSUMER FRAUD
• CHICAGO •

Re: Toll Brothers Inc
File No: 2009-CONSC-00242491

Dear Mr. Chesnut:

I write in response to your April 10, 2009 letter relating to the above referenced file.

Per Mr. Jonathan Margolis's letter, we entered into contract with Toll Brothers fully disclosing and being promised we could build a new home on a five percent down program with their Mortgage Company, TBI.

As previous home owners who had successfully bought and sold a home on a five percent down program, we were very confident that we would fulfill our dreams. Contrary to Mr. Margolis's letter, we did not 'seek' to close on the program; we were promised that such a program existed and we qualified for the program with their Mortgage Company, TBI. The attached *Estimated Move-in Costs* document prepared for us by the Toll Brothers Sales representative, is testimony to this claim. Toll Brothers/TBI representative Shaun Cristol conducted a telephone interview with me and collected all the necessary information required to pull our credit report, complete our loan application and begin the loan process.

In all the correspondence we had with Mr. Margolis dating back to September 2008, this is the first time he has made reference or acknowledged that the five percent down was part of our contract conversations. His claim that a program through two lenders was available to us is inaccurate, as no formal proposal with terms was served to us (refer to attached correspondence documents as testimony to this claim). Furthermore, all the banks we approached had no such program.

Mr. Margolis's claim that we have not argued our compliance with the terms of contract, therefore entitling us to the return of our earnest money is interesting. We were contacted by TBI mortgage representative, Shaun Cristol and he informed us that TBI/Toll Brothers no longer offered a 5% down payment loan program. That the new banking rules required a 10% down payment. TBI/Toll Brothers knew and promised that we would be able to proceed with only 5% down and now they said we would need at least 10%, which they knew from day one we could not afford. I would think that our former

Attorney's letter to Mr. Margolis dated September 16, 2008 explicitly states just that. I have attached a copy of this letter as proof.

As a result of our follow through with the terms of the contract and immediate notification of our inability to obtain financing, ground was not broken on the lot in question (lot 209) and no home has been built to date.

Throughout this ordeal, we have maintained a positive approach towards resolving our issues with Toll Brothers. Ironically, I agree with Mr. Margolis that we have waged a campaign of some sort. However, I disagree it is a campaign to 'escape our contractual obligations'. Rather, I see it as a campaign to seek justice in a case where Toll Brothers wants to earn a \$110,897 for not fulfilling their promises of 5% downpayment home mortgage financing nor breaking ground and delivering on the promise of a new home.

In my humble assessment, it is simply *unethical* and *wrong* to draft an unfavorable contract; mislead me on their available mortgage lending programs; keep my hard earned \$32,000, and request to collect on a dubious 'note' of \$78,897 and we have nothing.

Please refer again to our former Attorney's letter to Mr. Margolis, dated September 16, 2008, highlighting some other irregularities in connection with the contract.

I am truly amazed at how Mr. Margolis believes that Toll Brothers provided me with the best options and services to successfully build a new home. I intend to continue my campaign to seek justice for my family and prevent others from falling prey to what appears to be intentional misleading statements, promises and representations from Toll Brothers/TBI to us and all to their benefit.

The bottom line is Toll Brothers has all our money; they mislead us and lured us into believing that they could build us a home with a 5% downpayment loan program and then they reneged on the promised loan program and want to keep our money. Toll Brothers has not built anything on the lot. Toll Brothers wants a total of \$32,000 (earnest money they have) and collect on a note in the amount of \$78,897 under a contract where they have done nothing but broke their promise to us and we have nothing.

I appeal to you to assist us in resolving this matter, by helping us recover our \$32,000 from Toll Brothers.

Sincerely,

A large, irregular black redaction mark covers the signature area, obscuring the name and any handwritten notes.