

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

CASE NO. 6:18-CV-1836-ORL-28GJK

and

LUCÍA HURTADO, NOEMÍ ROMÁN,
and ARGENTINA ROQUE,

Plaintiff-Intervenors,

v.

ADVOCATE LAW GROUPS OF
FLORIDA, P.A., JON LINDEMAN, JR.,
EPHIGENIA K. LINDEMAN, SUMMIT
DEVELOPMENT SOLUTIONS USA, LLC,
and HARALAMPOS “BOB” KOUROUKLIS,

Defendants.

SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

The United States of America (“United States”) alleges as follows:

NATURE OF THE ACTION

1. This is a civil action brought by the United States to enforce provisions of the Fair Housing Act, 42 U.S.C. §§ 3601-3619 (“FHA”).
2. This action is brought pursuant to 42 U.S.C. § 3612(o) on behalf of Lucía Hurtado, Noemí Román, Daniel Román, Daniel Román, Jr., Dariel Román,

Argentina Roque, and Amado Roque (collectively, the “Complainants”). It is also brought pursuant to the United States Attorney General’s authority under 42 U.S.C. § 3614(a) to seek redress for a pattern or practice of housing discrimination and for discrimination that raises an issue of general public importance.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this action under 42 U.S.C §§ 3612(o), 3614(a) and 28 U.S.C. §§ 1331, 1345.
4. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the United States’ claims occurred there.

THE COMPLAINANTS AND PARTIES

5. Complainant Lucía Hurtado, born in Colombia, is Hispanic and a native Spanish-speaker who is limited English proficient. At all times relevant to this Complaint, she resided at 2729 Palm Isle Way, Orlando, Florida 32829.
6. Complainants Noemí and Daniel Román, both born in Puerto Rico, are Hispanic and native Spanish-speakers who are limited English proficient. At all times relevant to this Complaint, they resided with their two sons, Complainants Daniel Román, Jr. and Dariel Román, at 1000 Meller Way, Orlando, Florida 32825.

7. Complainant Argentina Roque, born in the Dominican Republic, is Hispanic and a native Spanish-speaker who is limited English proficient. At all times relevant to this Complaint, she resided with her son, Complainant Amado Roque, at 7608 Aviano Avenue, Orlando, Florida 32819.
8. Defendant Advocate Law Groups of Florida, P.A., (“ALG”) was at all times relevant to this Complaint a Florida corporation with its principal place of business at 15100 N.W. 67th Avenue, Miami Lakes, Florida 33014. ALG opened in 2008. During the period from 2009 to 2015, ALG maintained offices in the counties and cities of Broward, Dade, Naples, Palm Beach, Orlando, Tampa, Bonita Springs, and Jacksonville, Florida. From 2009 through at least 2015, ALG purported to be a legal services provider and offered mortgage loan modification and foreclosure rescue services. Until about November 2018, ALG marketed itself under the name “Algoflaw” and operated the website www.algoflaw.com.
9. Defendant Jon B. Lindeman, Jr. (“Jon Lindeman”) was at all times relevant to this Complaint a licensed attorney and the General Managing Partner and President of ALG. Jon Lindeman opened ALG with his wife, Defendant Ephigenia K. Lindeman (“Effie Lindeman”), in 2008. At all times relevant to this Complaint, Jon Lindeman oversaw, supervised, directed, or controlled the activities of ALG.

10. Defendant Effie Lindeman was at all times relevant to this Complaint the Chief Financial Officer of ALG. From 2008 to about 2009, Effie Lindeman served as the Director of Operations. At all times relevant to this Complaint, Effie Lindeman served as ALG's Director of Marketing, and Chief Mortgage Investigator and Auditor. Among other duties, Effie Lindeman oversaw, supervised, directed, or controlled ALG's day-to-day operations relating to mortgage modification and foreclosure rescue services, including collections and communications with mortgage lenders on behalf of ALG's clients. In 2016, Effie Lindeman obtained her real estate license, but she is not a licensed attorney.

11. Defendant Summit Development Solutions USA, LLC, ("SDS") was, from April 2009 through at least 2014, a Florida corporation with its principal address at 2881 East Oakland Park Blvd., Ft. Lauderdale, Florida 33306. From 2009 through at least 2014, SDS provided components of ALG's mortgage modification business. SDS provided marketing, financial auditing, negotiation services, and client in-take services for ALG. SDS also provided mortgage modification services to ALG's clients. From 2009 to at least 2010, SDS' employees were trained personally by Defendant Effie Lindeman and were required to sign an employment agreement, which included a one (1) year non-compete/nondisclosure provision that prohibited them from

competing within a forty-five (45) mile radius from any ALG or SDS Office.

12. Defendant Haralampos “Bob” Kourouklis (“Bob Kourouklis”) is Defendant Effie Lindeman’s father. From April 2009 through at least 2014, Bob Kourouklis was the owner and Manager of SDS. At all times relevant to this Complaint, Bob Kourouklis oversaw, supervised, directed, or controlled the activities of SDS. At all times relevant to this Complaint, Bob Kourouklis also worked as an employee of ALG. Bob Kourouklis is not a licensed attorney.
13. During the time period relevant to this Complaint, SDS’ operations were concurrent, commingled, and inextricably intertwined with ALG’s operations.

FACTUAL ALLEGATIONS

14. From 2009 through at least 2015, Defendants, individually and through other representatives and agents, deliberately targeted Complainants and other homeowners because of their Hispanic national origin for a scheme involving unfair and predatory loan modifications and foreclosure rescue services.
15. Defendants’ business model during this time period was to target Hispanic homeowners with Spanish-language advertising that falsely promised to cut their mortgage payments in half. Defendants made the same representations to Complainants and other Hispanic homeowners in person, promising lower payments in a specific timeframe in exchange for thousands of dollars of upfront fees and continuing monthly fees of as much as \$550, which

Defendants claimed were “non-refundable.” Defendants also directed these clients not to communicate with their lenders and to stop making their monthly mortgage payments. Despite charging high, non-refundable fees and directing these clients not to communicate with their lenders, Defendants did little or nothing to obtain the promised loan modifications.

16. By intimidating Complainants and other Hispanic homeowners with non-refundable fee provisions, orders not to communicate with their lenders, and threats that they would lose their homes if they did not comply with Defendants’ demands, Defendants coerced and intimidated these homeowners into continuing to pay for ALG’s services to prevent the loss of their homes, even though ALG was not providing the services for which they had contracted.

17. With this scheme, Defendants interfered with Complainants and other Hispanic homeowners’ fair housing rights to use and enjoy their homes and to obtain mortgage modifications free from discrimination.

Targeting of Hispanic Homeowners Based on Their National Origin

18. Defendants targeted their mortgage modification scheme to Hispanic homeowners in Florida through advertising on Spanish-language radio and television stations, and via online advertisements. Between 2009 and 2015, Defendants marketed their mortgage modification scheme on fourteen radio

stations, of which twelve were Spanish-language and one bilingual, and nine television stations, of which eight were Spanish-language. These stations advertised in the Tampa, Orlando, Naples, Fort Myers, and Miami areas.

19. During this time, SDS purchased advertising for ALG on Spanish-language television stations.

20. Defendants' advertisements misrepresented that ALG and/or Jon Lindeman could quickly obtain mortgage modifications that would reduce homeowners' mortgage payments. In fact, Defendants took little action to obtain modifications.

21. For example, in one of Defendants' Spanish-language advertisements, the spokesperson falsely stated that as many as 45 percent of all homeowners who obtained a mortgage between the years 1997 and 2008 were not obligated to continue paying their mortgage due to fraud by their lender.

22. In another of Defendants' Spanish-language television advertisements, the spokesperson claimed that ALG could cut homeowners' mortgage payments in half and save their homes. Defendants had no basis for this claim.

23. In order to obtain the trust of Complainants and other Hispanic homeowners, the spokesperson called ALG "la firma de la comunidad," which literally translates as "the community's law firm."

24. Defendants used a website domain called www.911miabogado.com, which

translates into English as 911 (the telephone number used for emergencies) and “my attorney.”

25. Defendants exploited the limited English proficiency of Complainants and other Hispanic homeowners. Their advertising was in Spanish, and meetings were conducted in Spanish, but Defendants required their clients to sign English-language contracts, with only the non-refundable payment provisions translated into Spanish.

26. Most of Defendants’ staff who worked on mortgage modifications were Hispanic and Spanish-speaking.

27. Other clients of ALG filed complaints with the Florida Bar regarding ALG’s predatory mortgage modification and foreclosure rescue scheme. At least some of these individuals are Hispanic or speak Spanish with limited English proficiency.

Defendants’ Interference with Complainants and Other Hispanic Homeowners’ Rights

28. Defendants directly interfered with Complainants’ and other Hispanic clients’ access to mortgage modifications from their lenders by expressly directing Complainants and other clients to stop making monthly mortgage payments and to stop communicating with their lenders. Defendants then did little or nothing to obtain the promised mortgage modifications.

29. ALG directed Hispanic homeowners to pay thousands of dollars for ALG’s

retainer and monthly fees, instead of paying their mortgages, which interfered with the homeowners' rights to maintain their homes and to obtain mortgage modifications.

30. At the time Complainants sought ALG's assistance to obtain mortgage modifications, their mortgages were not in default, and there were no pending foreclosure actions.

31. ALG's direction to Complainants and other Hispanic homeowners to stop paying their mortgages placed them further behind in their mortgage payments, resulting in defaults and foreclosures.

32. Defendants also ordered Complainants not to have any communication with their lenders and threatened that the Defendants would withdraw from representation if they did.

33. One of ALG's retainer agreements for its mortgage modification and foreclosure clients contained the following language:

Since you have taken this decision to retain our services, you also agree and acknowledge that the retainer of our services is NON-REFUNDABLE. The retainer is comprised of the initial down payment and the monthly attorney fees, up until such time that the case is resolved or terminated.

Client(s) understand that this legal representation will take a minimum of six (9) [sic] months to be resolved and can last over three (3) years. It all depends on the legal case. **You MUST NOT communicate with the bank during our representation of your case. If we find out you have, this is merit for us to terminate representation ion [sic] without notice, because you are**

jeroordizing [sic] our negotiations with the potential plant if [sic].
(emphasis in original).

In another section of the same retainer agreement, entitled “TERMINATION OF REPRESENTATION/CONTRACT,” the agreement read as follows:

Our representation will be CONCLUDED/TERMINATED once one of the following has occurred:

...
2. If you are in contact with a potential plaintiff, or plaintiff or lender. . . .”

34. By directing Complainants and other Hispanic homeowners to stop communication with their lenders, Defendants interfered with their clients’ ability to understand the status of their mortgages, any mortgage modification application, the possibilities for a mortgage modification, and any foreclosure action.
35. After charging high fees and directing Complainants and other Hispanic homeowners not to pay their mortgages or communicate with their lenders, Defendants did little or no work to obtain mortgage modifications for clients. Defendants failed to send complete modification applications and supporting documents, delayed sending applications for months or years, and failed to respond to lenders’ offers to modify or refinance mortgages. These actions interfered with Hispanic homeowners’ rights to obtain mortgage modifications to maintain their homes.
36. For Complainants, ALG sent false letters to lenders claiming that ALG

conducted forensic mortgage audits, and, contrary to Complainants' desires to modify their mortgages and stay in their homes, requested rescission of their mortgages. Defendants did not obtain the promised mortgage modifications.

37. When representing two Complainants in the foreclosure actions, Defendants failed to file responsive pleadings, and, consequently, the lenders obtained judgments.

38. When two Complainants terminated their relationship with ALG in writing and requested that ALG withdraw from representation, ALG interfered by failing to timely withdraw from the foreclosures, preventing Complainants from finding other legal representation to prevent or reverse foreclosure.

39. When Complainants and other Hispanic homeowners called ALG to learn about the status of their mortgage modification or foreclosure, ALG staff dismissed their concerns by representing that ALG was continuing to work on their modification or foreclosure when, in reality, the work was not being done.

40. Defendants continued to collect their monthly fees and, for some Hispanic homeowners, through automatic withdrawals of bank accounts or charges to credit cards. In one of Defendants' retainers, Defendants required automatic withdrawal of their monthly fees directly from Hispanic homeowners' bank accounts or automatic charges to their credit cards.

Defendants Intimidated and Threatened Hispanic Homeowners to Coerce Them into Continuing with ALG's Representation

41. Complainants and other Hispanic homeowners sought the loan modifications promised by Defendants to reduce their monthly mortgage payments and to maintain their homes, thus avoiding foreclosure. Defendants enticed Hispanic homeowners to enter into non-refundable retainer agreements with them by making false promises regarding Defendants' willingness and ability to save their homes with mortgage modifications.
42. ALG further coerced and intimidated these Hispanic homeowners to continue with ALG's representation by demanding upfront, non-refundable fees and then threatening that their houses would be lost to foreclosure if they did not continue to pay Defendants.
43. Defendants gave Hispanic homeowners a document that stated in Spanish and in bold, underlined capital letters that the retainer payment was non-refundable and that the only person who could cancel the monthly fee was Jon Lindeman. ALG required the Spanish-speaking clients to initial and sign after this provision. On the same page, the document provided in English, in smaller font:

THE ONLY PERSSON [sic] THAT HAS A RIGHT TO CANCEL HIS/HER MONTHLY ATTORNEY FEE IS THE ATTORNEY HIMSELF, JON B LINDEMAN. (NO ONE ELSE). THE ATTORNEY WILL SIGN OFF ON ANY AND [sic] CANCELATIONS [sic] AT THE DAY OF THE

**RETAINMENT OF THE LAW FIRM. OTHERWISE, THE
MONTHLY ATTORNEY FEE STANDS.**

44. When Complainants and other Hispanic homeowners tried to terminate their relationship with ALG, Defendants coerced them to continue the relationship and pay for ALG's services by stating that the retainer was irrevocable.
45. When Hispanic homeowners tried to terminate their contracts, Defendants told the homeowners that they would incur fines and that they would likely lose their homes to foreclosures.
46. Complainants and other homeowners could have applied for loan modifications on their own at no cost or with the aid of a no-cost counselor approved by the United States Department of Housing and Urban Development (HUD).
47. Given the limited value of Defendants' services, the upfront and monthly fees collected by Defendants constituted unfair terms for loan modification services.
48. The three sets of Complainants each paid thousands of dollars in total to ALG. Ms. Hurtado paid approximately \$8,420; the Románs paid at least \$13,500; and the Roques paid at least \$18,500. Due to Defendants' conduct, two Complainants and other Hispanic homeowners lost their homes to foreclosure.

49. Since the filing of the original complaint, through initial discovery, the United States has learned of at least 20 Hispanic homeowners who contend that Defendants interfered with their fair housing rights in the same manner as Complainants. These homeowners are from across the Middle and Southern Districts of Florida, including the areas of Altamonte Springs, Apopka, Coconut Creek, Deltona, Fort McCoy, Fort Myers, Kissimmee, Miami, Ocala, and Orlando.

50. Defendants' conduct harmed, and continues to harm, the United States' sovereign interest in ensuring compliance with the FHA.

Discrimination Against Complainant Hurtado

51. In or about February 2014, Complainant Lucía Hurtado owned and resided in a single-family home located at 2729 Palm Isle Way, Orlando, FL 32829.

52. At that time, Ms. Hurtado was current on her mortgage for the property. She also had a modification agreement with her lender, but the mortgage payments were scheduled to increase, and she wanted a fixed mortgage payment.

53. In or about February 2014, Ms. Hurtado watched an advertisement for ALG's loan modification services on Spanish language television.

54. On or about February 24, 2014, she went to ALG's office in Orlando and met with an ALG employee, Alex Anaya. Mr. Anaya conducted the meeting in

Spanish. Ms. Hurtado only sought mortgage modification assistance and did not request or seek Defendants' assistance with any other matters.

55. At that meeting, Ms. Hurtado signed a retainer agreement. The retainer agreement was written almost entirely in English. The agreement required Ms. Hurtado to pay ALG an advance fee of \$5,700 for mortgage modification assistance.

56. At Ms. Hurtado's initial meeting with ALG in February 2014, Mr. Anaya told her to stop making her mortgage payments. Following these instructions, Ms. Hurtado stopped making mortgage payments and communicating with her mortgage servicer immediately after retaining ALG.

57. During the February 2014 meeting, Mr. Anaya also told Ms. Hurtado that a loan modification would require an advance fee of \$5,700. Mr. Anaya told Ms. Hurtado that she would be fined if she ever stopped paying ALG the monthly fee.

58. Ms. Hurtado paid ALG approximately \$2,000 within a few weeks of signing the retainer agreement and subsequently paid monthly installments of \$535 per month for the loan modification services.

59. On or about February 28, 2014, ALG mailed a large package of form letters to Ms. Hurtado, all in English, that said "[t]his package contains the exact documents that we have sent to the bank on your behalf." One letter in the

package, from Jon Lindeman, requested that Ms. Hurtado's mortgage be rescinded in exchange for her returning her home to the bank. Ms. Hurtado never discussed with nor authorized ALG to seek a rescission from her lender or servicer, and rescission was directly contrary to Ms. Hurtado's desire to keep her home.

60. Another letter in the February 28, 2014, package alleged that the lender had committed fraud and Truth in Lending Act violations and had engaged in other unlawful conduct. The letter claimed that these allegations were based on a mortgage audit of Ms. Hurtado's closing package, exhaustive mortgage transaction research by ALG, and interviews with people who had knowledge of the practices and policies of the parties to Ms. Hurtado's mortgage transaction. ALG's client file for Ms. Hurtado did not contain any documentation substantiating ALG's claims that it had conducted an investigation.

61. In the package, ALG falsely asserted that it was providing the lender with a hardship letter, income verification, and other documentation to support a mortgage modification request. No such documentation was included as part of the package.

62. Thereafter, Ms. Hurtado repeatedly called ALG, but was never able to speak with anyone about the details of her case. When ALG staff returned her calls

on a few occasions, ALG staff told Ms. Hurtado to provide paperwork that she had already provided to ALG multiple times.

63. Ms. Hurtado's mortgage servicer, Ocwen Loan Servicing, LLC, initiated foreclosure proceedings against her on March 19, 2015. Nearly one month later, on April 17, 2015, ALG entered its appearance in Ms. Hurtado's foreclosure case.

64. Ms. Hurtado paid ALG approximately \$8,420 over the course of approximately fourteen months, but she never received a mortgage modification or an offer of a modification while working with ALG.

65. In June 2015, Ms. Hurtado wrote a letter to ALG to cancel its services. Rather than immediately withdrawing from Ms. Hurtado's foreclosure case and giving her the opportunity to retain new counsel, ALG waited until July 23, 2015 to withdraw as counsel of record.

66. ALG never obtained a mortgage modification for Ms. Hurtado. With no other viable alternatives, she ultimately resorted to selling her house in a short sale.

Discrimination Against the Román Complainants

67. In or about February 2010, Complainants Noemí and Daniel Román owned and resided in a single-family home located at 1000 Meller Way, Orlando, Florida 32825. Their sons, Complainants Daniel Román, Jr. and Dariel Román, lived with them.
68. For the two months prior to going to ALG, the Románs had not paid their mortgage.
69. The Románs first learned about ALG through advertisements on Spanish-language television and Spanish-language radio.
70. In or about February 2010, the Románs went to ALG's office in Orlando, Florida, and met with Yane Peña. Ms. Peña conducted the meeting in Spanish. The Románs only sought mortgage modification assistance and did not request or seek Defendants' assistance with any other matters.
71. During the meeting, Ms. Peña falsely promised the Románs that ALG could reduce their mortgage payment by half, and claimed that ALG had assisted some clients to secure free housing.
72. Ms. Peña advised the Románs to stop making mortgage payments to their bank, instructed the Románs not to accept any correspondence or calls from their bank, claimed that it would take no more than one year to secure the promised mortgage modification, and assured the Románs they would not

lose their home. Following the instructions, the Románs ceased communication with their lender, Wells Fargo, and made no further mortgage payments after retaining ALG's services.

73. Ms. Peña also falsely asserted that the Románs could not obtain a mortgage modification from their bank without the assistance of an attorney.

74. Daniel Román signed a retainer agreement with ALG during the February 5, 2010 meeting. The retainer agreement was written entirely in English. The Románs requested a translation of the document, but ALG never provided one.

75. The agreement required the Románs to pay ALG an advance fee of \$4,800 for mortgage modification assistance, which the Románs paid in full on February 8, 2010.

76. On February 28, 2010, ALG mailed a large package of form letters to the Románs, all in English, that stated, "[t]his package contains the exact documents we have sent to the bank on your behalf." One letter in the package, from Defendant Effie Lindeman, requested that the Románs' mortgage be rescinded in exchange for the Románs' returning their home to the lender. Another letter in the package, which is from Defendant Bob Kourouklis and entitled "Cost of Foreclosure," states that the Romans are willing to litigate if they cannot get a modification and that they are "confident

they have a reasonable likely hood [sic] of success on an action for Recession [sic] and Production of Original Note.” The Románs neither discussed with nor authorized ALG to seek a rescission from their lender, and rescission was directly contrary to the Románs’ desire to remain in their home.

77. Another letter in the February 28, 2010 package from Defendant Effie Lindeman, alleged fraud, Truth in Lending Act violations, and other unlawful conduct by the Románs’ lender, Wells Fargo. The letter claimed that these allegations were based on a mortgage audit of the Románs’ closing package. ALG’s file for the Románs did not contain any documentation substantiating ALG’s claims that ALG conducted an audit.

78. In the package, ALG falsely asserted that it was providing Wells Fargo with a hardship letter, income verification, and other documentation to support a mortgage modification request. No such documentation was provided to Wells Fargo at the time. In fact, ALG did not submit a modification request with supporting documentation to Wells Fargo until June 10, 2010, more than four months after the Románs first retained ALG.

79. On June 25, 2010, Wells Fargo filed a foreclosure complaint in court against the Románs. Within two weeks of filing the foreclosure complaint, Wells Fargo offered the Románs a mortgage modification that proposed to reduce the Románs’ interest rate and monthly mortgage payment, but the terms Wells

Fargo offered were drastically different from ALG's promise to reduce the Románs' mortgage payment by half. ALG staff advised the Románs to reject the mortgage modification offer, explaining that the offer was not significantly different from what they had already been paying. ALG thereafter made no attempt to negotiate better mortgage modification terms, and after two months, Wells Fargo withdrew the mortgage modification offer. ALG never obtained a mortgage modification or better mortgage modification terms for the Románs.

80. On October 7, 2010, Wells Fargo filed a motion for summary judgment in the foreclosure action. From October 2010 to July 2011, ALG filed no responsive pleadings.

81. In March and April 2011 and in December 2012, Wells Fargo sent letters to the Románs, advising them that they might want to consider an interest rate and mortgage payment reduction program specifically designed for borrowers, like the Románs, with loans guaranteed by the U.S. Department of Veterans Affairs. The Románs shared these letters with ALG, but ALG staff neither discussed this program with them nor explored this option to reduce the Románs' interest rate and mortgage payment.

82. On July 14, 2011, ALG filed a motion to dismiss, which the court denied on August 8, 2011.

83. On June 3, 2013, the court granted the lenders' motion for summary judgment, and the home was set for a foreclosure sale on July 8, 2013.

84. After the foreclosure, ALG assured the Románs that ALG would get their house back and charged the Románs \$2,500, plus a \$550 monthly fee for an appeal of the foreclosure judgment. On June 20, 2013, the Románs executed an appellate retainer with ALG that was almost entirely in English.

85. On July 2, 2013, ALG filed a notice of appeal on behalf of the Románs.

While the appeal was pending, the Románs' home was sold and a third party sought a writ of possession on May 4, 2014, which was awarded on May 16, 2014.

86. On August 20, 2014, the appellate court affirmed the summary judgment in favor of Wells Fargo.

87. The Románs wanted to fire ALG during the court proceedings, but when they attempted to do so, ALG staff told the Románs that their retainers with ALG were irrevocable.

88. The Románs paid ALG more than \$13,500 for ALG's services, however, ALG did not obtain a mortgage modification, and, ultimately, the Románs lost their home.

Discrimination Against the Roque Complainants

89. In January 2010, Complainant Argentina Roque owned and resided in a

single-family home at 7608 Aviano Avenue, Orlando, FL 32819. Her son, Complainant Amado Roque, lived with her.

90. The Roques were current on their mortgage payments in December 2009.

91. In or about January 2010, Ms. Roque viewed an ALG advertisement on Spanish-language television that promised a fast mortgage modification and boasted about clients' satisfaction with ALG's services.

92. In January 2010, Ms. Roque went to ALG's Orlando, Florida office to seek assistance with a mortgage modification, and met with Yane Peña. Ms. Peña conducted the meeting in Spanish. Ms. Roque only sought mortgage modification assistance and did not request or seek Defendants' assistance with any other matters. Ms. Peña falsely promised that ALG would reduce the Roques' monthly mortgage payments, and assured Ms. Roque that she would not lose her home.

93. During this meeting, Ms. Peña advised Ms. Roque that she should forward to ALG any bank correspondence the Roques received and should not contact the Roques' lender, Bank of America. Ms. Peña told Ms. Roque not make any further mortgage payments, and said she should use the money set aside for the mortgage payments to pay ALG instead. Following these instructions, the Roques stopped making their mortgage payments.

94. At the same meeting, Ms. Peña represented that the Roques' loan

modification would be completed by June 2010 and explained that, if the modification was not completed by that time, then the Roques would need to pay an additional \$395 per month for ALG's services. ALG required the Roques to pay a \$2,800 advance fee for mortgage modification assistance. The Roques paid this fee in installments between January and May 2010.

95. On February 23, 2010, ALG mailed a large package of form letters to the Roques, all in English, that said, "[t]his package contains the exact documents that we have sent to the bank on your behalf." One letter in the package, from Defendant Effie Lindeman, requested that the Roques' mortgage be rescinded in exchange for the Roques returning their home to their bank. Another letter in the package, which is from Defendant Bob Kourouklis and entitled "Cost of Foreclosure," states that the Roques are willing to litigate if they cannot get a modification and that they are "confident they have a reasonable likely hood [sic] of success on an action for Recession [sic] and Production of Original Note." The Roques never discussed with nor authorized ALG to seek a rescission from their lender, and rescission was directly contrary to the Roques' desire to keep their home.

96. Another letter in the February 23, 2010 package from Defendant Effie Lindeman alleged fraud, Truth in Lending Act violations, and other unlawful conduct by the Roques' lender, Bank of America. The letter claimed that

these allegations were based on a mortgage audit of the Roques' closing package. ALG's client file for the Roques does not contain any documentation substantiating ALG's claims that it conducted an audit.

97. In the February 23, 2010 package, ALG falsely asserted that it was providing Bank of America with a hardship letter, income verification, and other documentation to support a mortgage request. No such documentation was in fact provided to the lender at that time. In fact, ALG did not submit a modification request with such supporting documentation to Bank of America until March 2013, more than three years after the Roques first retained ALG.

98. On April 20, 2010, Bank of America initiated foreclosure proceedings against the Roques. The court ultimately dismissed for lack of prosecution on June 14, 2013.

99. Bank of America filed another foreclosure complaint against the Roques on March 27, 2014. ALG entered an appearance in the Roques' foreclosure case, but did not file a responsive pleading. ALG's failure permitted Bank of America to request a default judgment on October 9, 2014, and to renew that request on January 12, 2015.

100. On many occasions when Ms. Roque called ALG, she had difficulty reaching someone who could give her an update on her request for a loan modification or on the foreclosure proceeding. When Ms. Roque was able to

speak with someone at ALG regarding the status of her foreclosure proceedings, ALG staff told her not to worry and misleadingly asserted that they had taken care of everything with the court.

101. The Roques became dissatisfied with ALG's services and tried to terminate their relationship with ALG numerous times. In a telephone call ALG staff threatened Ms. Roque that if she did not continue making payments to ALG she could lose her home to foreclosure.

102. In the summer of 2014, Ms. Roque called ALG to inform them that she did not want ALG to represent her. ALG did not withdraw as counsel, and ALG continued to withdraw payments from Ms. Roque's account without her consent.

103. On or about October 22, 2014, Ms. Roque sent a letter to ALG stating that she no longer needed their services and requested "termination of every legal service matter regarding [her] mortgage modifications."

104. ALG still did not withdraw as counsel in the foreclosure case against the Roques. Bank of America filed for another default judgment on January 12, 2015. Finally, in February ALG filed its motion to withdraw, which was granted on February 25, 2015.

105. The Roques paid ALG more than \$18,500 over a four-and-a-half-year period, but the Roques never received a mortgage modification or an offer for

a modification during the time they thought they were being represented by ALG.

106. After ALG withdrew from the Roques' foreclosure case, the Roques obtained a loan modification offer from Bank of America with the no-cost assistance of a nonprofit organization.

107. As a result of Defendants' discriminatory conduct, Complainants and their families suffered, and continue to suffer, actual damages, including fees for predatory and/or unfair mortgage modification services, lost housing opportunities and emotional distress.

HUD COMPLAINTS AND CHARGE OF DISCRIMINATION

108. Pursuant to 42 U.S.C. § 3610(a), Lucía Hurtado, Noemí and Daniel Román, and Argentina and Amado Roque filed timely complaints of discrimination on the basis of national origin against ALG, Jon Lindeman, and Effie Lindeman with HUD. After the filing of their complaint, Noemí and Daniel Román amended their complaint to add their sons, Daniel Román, Jr. and Dariel Román, as complainants.

109. Pursuant to 42 U.S.C. § 3610(a) an (b), the Secretary of HUD conducted and completed an investigation of each of the Complainants' respective complaints, attempted conciliation without success, and prepared one final investigative report regarding the three complaints of discrimination.

110. Based upon the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that ALG, Jon Lindeman, and Effie Lindeman engaged in illegal discriminatory housing practices against each of the Complainants.

111. Therefore, on September 6, 2018, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), against ALG, Jon Lindeman, and Effie Lindeman on behalf of each of the Complainants.

**ELECTION OF THE HUD CHARGE OF DISCRIMINATION TO
FEDERAL DISTRICT COURT**

112. On September 27, 2018, ALG, Jon Lindeman, and Effie Lindeman elected to have the claims asserted in the Charge of Discrimination resolved in a civil action pursuant to 42 U.S.C. § 3612(a).

113. On September 28, 2018, an Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District court and terminated the administrative proceeding on the Charge of Discrimination.

114. On October 1, 2018, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant 42 U.S.C. § 3612(o).

COUNT I

115. Plaintiff re-alleges and herein incorporates by reference the allegations set forth above.

116. Complainants' properties are "dwellings" within the meaning of the Fair

Housing Act, 42 U.S.C. § 3602(b).

117. By the actions and statements referred to in the foregoing paragraphs,

ALG, Jon Lindeman, and Effie Lindeman have

coerced, intimidated, threatened, or interfered with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

118. Complainants are “aggrieved persons” as defined in 42 U.S.C. § 3602(i)

and suffered injuries as a result of ALG’s, Jon Lindeman’s, and Effie

Lindeman’s discriminatory conduct.

119. ALG’s, Jon Lindeman’s, and Effie Lindeman’s actions described in the

preceding paragraphs were intentional, willful, and taken in disregard for the rights of the Complainants.

COUNT II

120. Plaintiff re-alleges and herein incorporates by reference the allegations set forth above.

121. By the actions and statements referred to in the foregoing paragraphs,

Defendants’ conduct described above constitutes:

a. A pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. § 3617, in violation of 42 U.S.C. § 3614(a).

b. A denial to a group of persons of rights granted by the Fair Housing

Act, 42 U.S.C. § 3617, which raises an issue of general public importance, in violation of 42 U.S.C. §3614(a).

122. In addition to Complainants, there are other victims of Defendants' discriminatory actions and practices who are "aggrieved persons" as defined in 42 U.S.C. § 3602(i).

123. These persons may have suffered, and may continue to suffer, actual injury and damages as a result of Defendants' discriminatory conduct.

124. Defendants' actions were intentional, willful, and taken in disregard for the rights of others.

PRAYER FOR RELIEF

WHEREFORE, the United States prays that the Court enter an ORDER that:

1. Declares that Defendants' conduct as set forth above violates the Fair Housing Act;
2. Enjoins Defendants and their agents, employees, and successors, and all other persons in active concert or participation with them from:
 - a. Discrimination on the basis of national origin in violation of the Fair Housing Act;
 - b. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, the victims of Defendants' unlawful practices to the position they would have been in but for

the discriminatory conduct; and

- c. Failing or refusing to take such affirmative steps as may be necessary to prevent recurrence of any discriminatory conduct in the future, and to eliminate, to the extent practicable, the effects of their unlawful practices;

3. Awards monetary damages to Complainants, pursuant to 42 U.S.C. § 3612(o)(3), and to Complainants and all other persons harmed by the Defendants' discriminatory practices, pursuant to 42 U.S.C. § 3614(d)(1)(B); and
4. To vindicate the public interest, assesses a civil penalty against the Defendants, pursuant to 42 U.S.C. § 3614(d)(1)(C).

The United States further prays for such additional relief as the interest of justice may require.

JURY DEMAND

The United States hereby demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: August 16, 2021

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Certificate of Service

I certify that, on August 16, 2021, I electronically filed this Second Amended Complaint by using the CM/ECF system, which automatically serves counsel of record.

Date: August 16, 2021

/s/ Tiffany Cummins Nick
Assistant United States Attorney