

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 B. LINDEMAN, JR.,  
EPHIGENIA K. LINDEMAN, SUMMIT  
DEVELOPMENT SOLUTIONS USA, LLC,  
and HARALAMPOS "BOB" KOUROUKLIS,

Defendants.

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CONSENT ORDER<sup>1</sup>

1. This action was filed by the United States of America ("United States") against Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman (collectively "ALG Defendants"), and Summit Development Solutions USA, LLC and Haralampos "Bob" Kourouklis (collectively "SDS Defendants") to enforce the Fair Housing Act, 42 U.S.C. §§ 3601, et seq. ("FHA").
2. This action was 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 was also brought pursuant to the United States

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<sup>1</sup> This Consent Order is signed by the Court in the form submitted by the parties except for the month of the Court's signature on page 19.

Attorney General's authority under 42 U.S.C. § 3614(a) to seek redress for a pattern or practice of housing discrimination and for a denial of rights to a group of persons that raises an issue of general public importance.

3. In its Second Amended Complaint, the United States alleges that 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. *See* Doc. 164.
4. The United States alleges that Defendants invested substantial money into buying advertising targeting the Spanish-speaking community. Defendants predominantly advertised Defendant Advocate Law Groups of Florida, P.A.'s ("ALG") loan modification and foreclosure rescue services on Spanish-language radio and television stations in areas of Central and South Florida with large Latino populations.
5. A marketing expert retained by the United States offered her opinion "that ALG aimed to foster an insider status amongst the Latino community, established credibility as an authority figure in mortgage modifications, and crafted a savior narrative that positioned ALG as the champion for the Latino homeowner community."
6. Once retained, ALG charged its mortgage modification clients monthly fees regardless of whether ALG performed any work for the clients in a

particular month. These homeowners could have applied for mortgage modifications directly with their lenders or servicers for free.

7. The United States further alleges that by delaying and failing to act on their clients' modification applications, ALG effectively reduced the odds that their clients would meet affordability standards for loan modifications. An expert retained by the United States concluded that these delays allowed ALG to assure "itself a steady of stream of income and, with every passing month, their clients' ability to save their homes diminished."
8. Between 2010 and 2018, over forty former ALG clients filed complaints with the Florida Bar against Defendant Jon B. Lindeman alleging improper conduct in connection with loan modifications services offered or provided by ALG. On May 21, 2020, the Florida Supreme Court ordered a disciplinary revocation of Defendant Jon B. Lindeman, Jr.'s law license. A disciplinary revocation is tantamount to disbarment. *See Florida Bar v. Hale*, 762 So. 2d 515 (Fla. 2000). Defendant Jon B. Lindeman, Jr. is no longer eligible to practice law in the State of Florida.
9. Intervenor Plaintiffs Lucía Hurtado, Noemí Román, and Argentina Roque ("Intervenor Plaintiffs") have filed a complaint in intervention alleging ALG Defendants coerced, intimidated, threatened, or interfered with them in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under the FHA, in violation of 42 U.S.C. § 3617. *See Doc. 66*.

10. The United States, Intervenor Plaintiffs, and the Defendants (collectively referred to as the “Parties”) agree that this Court has jurisdiction over this action and may grant the relief sought herein under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).
11. The Parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ and Intervenor Plaintiffs’ (collectively “Plaintiffs”) claims against Defendants without further litigation, and without admission of liability by the Defendants.<sup>1</sup> Therefore, the Parties consent to the entry of this Consent Decree.

**Therefore, it is ORDERED, ADJUDGED, and DECREED THAT:**

**I. INJUNCTIVE RELIEF**

12. Defendants, their employees, agents, assigns, successors-in-interest, and all persons or entities in active concert or participation with them are hereby enjoined from:

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<sup>1</sup> All materials required by this Consent Order to be submitted to the United States shall be sent by commercial overnight delivery addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 4 Constitution Square, 150 M Street NE, Washington, DC 20002, Attn: DJ 175-17M-520.”

All materials required by this Consent Order to be submitted to Intervenor Plaintiffs shall be sent by commercial overnight delivery addressed as follows: Community Legal Services of Mid-Florida, Attn: Director of Litigation, 122 E. Colonial Drive #200, Orlando, FL 32801.

- a. Refusing to sell or rent, refusing to negotiate for the sale or rental, or otherwise making unavailable, a dwelling because of race, color, or national origin;
  - b. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, or national origin;
  - c. Discriminating against any person in the making or terms or conditions of residential real estate-related transactions, because of race, color, or national origin; or
  - d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Fair Housing Act.
13. Defendants, their employees, agents, assigns, successors-in-interest, and all persons or entities in active concert or participation with them are permanently enjoined from providing any mortgage relief assistance services<sup>2</sup>, including, but not limited to, mortgage loan modification, foreclosure rescue, or foreclosure defense services.

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<sup>2</sup> The term "mortgage relief assistance services" shall be defined as set forth in 12 CFR § 1015.2.

**II. CONDITIONS ON PARTICIPATION IN ACTIVITIES RELATED TO RESIDENTIAL REAL ESTATE**

14. For all activities related to the sale or rental of residential real estate, or in the provision of services or facilities in connection therewith, that are not subject to the permanent injunction in Paragraph 13 (hereinafter “real estate-related activities”), the Defendants will comply with the following provisions:
15. Within forty-five (45) days of the entry of this Consent Order, ALG Defendants shall attend a live training, either in-person or virtual, on nondiscrimination laws, including the Fair Housing Act, with emphasis on discrimination in real estate-related transactions. The training shall be conducted in accordance with the following:
  - a. The trainer or training entity shall be independent of ALG Defendants and their counsel, qualified to conduct such training, and approved in advance by the Plaintiffs;
  - b. ALG Defendants shall submit to Plaintiffs the name and contact information of the person or organization proposed to provide the training no fewer than thirty (30) days before the training date;
  - c. Within fourteen (14) days after the training, ALG Defendants shall provide to undersigned counsel for Plaintiffs a signed statement confirming attendance that includes the date of the training, the name of the instructor, and the length of the course; and

d. Any expenses associated with this training shall be borne by ALG Defendants.

16. For any business or organization operating in the United States involved in real estate-related activities in which any of the Defendants are or become a manager<sup>3</sup>, principal, or owner during the term of this Order, they shall do the following:

a. Design policies to prevent and detect potential Fair Housing Act violations, and provide to Plaintiffs the details of those policies. Defendants must submit the policies to Plaintiffs within forty-five (45) days of taking on a management, ownership, or principal role in a business or organization engaged in any real-estate related activities. Plaintiffs shall have thirty (30) days to review and agree or object to the proposed policies. The Parties shall utilize the dispute resolution procedures set forth in Paragraph 44 to resolve any objections by Plaintiffs. Within one (1) week of being approved by Plaintiffs, the policies shall be implemented and distributed to all employees, agents, co-managers, co-principals, and co-owners involved in the real estate-related activity.

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<sup>3</sup> For the purposes of this Order, a “manager” means a person who, under the operating agreement of a limited liability company or professional association or in practice, is responsible, alone or in concert with others, for performing the management functions of the company.

- b. Provide training for all employees, agents, co-managers, and co-owners/principals on the Fair Housing Act, including on its race, color, and national origin discrimination provisions. The training must occur within forty-five (45) days of ALG Defendants taking on a management, ownership, or principal role in a business or organization engaged in any real estate-related activities. The trainer or training entity shall be independent of Defendants and their counsel, qualified to conduct such training, and approved in advance by Plaintiffs. ALG Defendants shall submit to Plaintiffs the name and contact information of the person or organization proposed to provide the training no fewer than thirty (30) days before the training date. Within fourteen (14) days after the training, ALG Defendants shall provide to Plaintiffs signed statements from all attendees confirming attendance that includes the date of the training, the name of the instructor, and the length of the course. Any expenses associated with this training shall be borne by Defendants.
- c. When working with clients with limited English proficiency<sup>4</sup>, make available translations of all documents provided to any current or prospective clients in the real estate-related activity. Documents must be translated by a certified third-party translator. The Defendants must

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<sup>4</sup> Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP."



begin making the translations available within forty-five (45) days of taking on a management, ownership, or principal role in a business or organization engaged in any real estate-related activities. For any new document created for client or prospective client use during the duration of this Agreement, they shall make available translated versions concurrently with English versions.

**III. MONETARY DAMAGES TO INTERVENOR-PLAINTIFFS AND OTHER AGGRIEVED PERSONS**

17. A judgment for monetary relief is entered in favor of Plaintiffs and against all Defendants in the amount of four million, five hundred ninety-five thousand dollars (\$4,595,000) for the purpose of providing redress to aggrieved persons. Of the four million, five hundred ninety-five thousand dollars (\$4,595,000), four million five hundred thousand dollars (\$4,500,000) will be suspended upon satisfaction of the obligations in Paragraphs 17 through 24 of this Section and Paragraphs 25 through 27 of Section IV and subject to Section V of this Order. Ninety-five thousand dollars (\$95,000) shall be paid as set forth in Paragraphs 18 through 23 below.
18. Within ten (10) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Lucía Hurtado, by wire transfer to her attorneys, according her attorneys' instructions, \$21,666.66. No extensions of time will be permitted for delivery of this payment. Within one hundred twenty

(120) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Lucía Hurtado, by wire transfer to her attorneys, according to her attorneys' instructions, an additional \$10,000.00. If an extension of time to make this payment is needed, Defendants must submit the request with an explanation for the need in writing to Plaintiffs a minimum of five (5) days before the payment deadline. If the extension is considered reasonable by Plaintiffs, the request may be granted.

19. Upon receipt of the final payment described in Paragraph 18, above, counsel for Plaintiff-Intervenor Lucía Hurtado shall provide the Defendants with a release in the form of Appendix A signed by Plaintiff-Intervenor Lucía Hurtado.
20. Within ten (10) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Noemí Román, by wire transfer to her attorneys, according to her attorneys' instructions, \$21,666.66. No extensions of time will be permitted for delivery of this payment. Within one hundred twenty (120) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Noemí Román, by wire transfer to her attorneys, according to her attorneys' instructions, an additional \$10,000.00. If an extension of time to make this payment is needed, Defendants must submit the request with an explanation for the need in writing to Plaintiffs a minimum of five (5) days before the payment deadline. If the extension is considered reasonable by Plaintiffs, the request may be granted.

21. Upon receipt of the final payment described in Paragraph 20, above, counsel for Plaintiff-Intervenor Noemí Román shall provide the Defendants with releases in the form of Appendix A signed by Plaintiff-Intervenor Noemí Román, on behalf of herself and the estate of Daniel Román, Sr., and HUD Complainants Daniel Román, Jr. and Dariel Román.
22. Within ten (10) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Argentina Roque, by wire transfer to her attorneys, according to her attorneys' instructions, \$21,666.67. No extensions of time will be permitted for delivery of this payment. Within one hundred twenty (120) days of the entry of this Order, Defendants shall pay to Plaintiff-Intervenor Argentina Roque, by wire transfer to her attorneys, according to her attorneys' instructions, an additional \$10,000.00. If an extension of time to make this payment is needed, Defendants must submit the request with an explanation for the need in writing to Plaintiffs a minimum of five (5) days before the payment deadline. If the extension is considered reasonable by Plaintiffs, the request may be granted.
23. Upon receipt of the final payment described in Paragraph 22, above, counsel for Plaintiff-Intervenor Argentina Roque shall provide the Defendants with releases in the form of Appendix A signed by Plaintiff-Intervenor Argentina Roque and HUD Complainant Amado Roque.

24. The damages required to be paid pursuant to this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, the ALG Defendants shall not seek to discharge any part of this debt in bankruptcy.

#### **IV. CIVIL PENALTY**

25. Within one hundred twenty (120) days of the entry of this Order, the Defendants shall pay five thousand dollars (\$5,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.
26. The civil penalty referenced in Paragraph 25 is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. The Defendants shall not seek to discharge any part of this debt in bankruptcy.
27. In the event that Defendants or any of their agents engage in any future violation of the FHA, such violation(s) will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

#### **V. EFFECT OF MATERIAL MISREPRESENTATION OR OMISSION REGARDING FINANCIAL CONDITION**

28. Defendants have provided information about their financial condition to Plaintiffs in this case, specifically, Financial Disclosure Statement for Jon B. Lindeman, Jr., signed May 17, 2022, Financial Disclosure Statement for

Ephigenia K. Lindeman, signed May 17, 2022, and Financial Disclosure Statement for Haralampos Kourouklis, signed May 17, 2022 (collectively referred to as the “Financial Statements”).

29. Plaintiffs have relied on the accuracy and completeness of the information described in the Financial Statements in entering into this Order.

Defendants warrant that the Financial Statements are thorough, accurate, and complete. Defendants further warrant that they do not own or have an interest in any asset(s) that has not been disclosed in the Financial Statements, and that they have not made any material misrepresentations on, or in connection with, the Financial Statements that would materially affect the value of any individual asset or liability.

30. In addition to the reporting set forth in Section VI, Jon B. Lindeman, Jr. and Ephigenia K. Lindeman shall provide to the Plaintiffs updated Financial Disclosure Statements using the form in Appendix B, signed under penalty of perjury, twice per year on November 1 and April 1 each year for the duration of this Order. Haralampos Kourouklis shall provide to the Plaintiffs updated Financial Disclosure Statements using the form in Appendix B, signed under penalty of perjury, once per year on April 1 each year for the duration of this Order.

31. The suspension of the monetary judgment entered in Paragraph 17 of this Order is expressly premised on the truthfulness, accuracy, and

completeness of Defendants' Financial Statements, including the updated statements provided pursuant to Paragraph 30.

32. If, upon motion by Plaintiffs, the Court determines that Defendants have failed to disclose any material asset or that any of its financial statements or oral testimony contain any material misrepresentation or omission, including materially misstating the value of any asset, the Court shall terminate the suspension of the monetary judgment entered in Paragraph 17 and, without further adjudication, shall reinstate the monetary judgment, and the full judgment of \$4,595,000 shall be immediately due and payable, less any amounts paid under Sections III and IV of this Order.
33. If the Court terminates the suspension of the monetary judgment under this Section, Plaintiffs will be entitled to interest on the judgment, computed from the date of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid.
34. Upon termination of the suspension of the monetary judgment, Plaintiffs may apply to the Court to enforce the judgment. Plaintiffs may act to collect all or part of the amount of the suspended judgment, including by conducting discovery designed to identify and locate assets not identified in the Financial Statements. Assets obtained through this process shall be allocated among aggrieved persons at the discretion of the United States.

Defendants hereby waive the right to contest the United States' determination of the distribution of the suspended judgment.

35. Upon termination of the suspension of the monetary judgment and identification of any assets not identified in the Financial Statements, counsel for Intervenor Plaintiffs may apply to the Court to collect attorneys' fees and costs expended during the protracted litigation of this matter.

#### **VI. REPORTING AND RECORD-KEEPING**

36. Beginning November 1, 2022, Defendants shall provide reports to Plaintiffs. The ALG Defendants will continue to report twice per year, on November 1 and April 1, during the duration of this Order. The SDS Defendants will continue to report once per year on November 1 for the duration of the Order. The reports will contain detailed descriptions of the following:
- a. Full legal names of all business interests held, and/or business activities or employment engaged in, at any point in time during the six-month reporting period by any of the Defendants, including identifying whether any of these interests, activities, or employment are in businesses that primarily serve a population that is limited English proficient, defined as individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English ("LEP"); and

- b. Complaints of discrimination, misrepresentation, or fraud made about Defendants or the business(es) they are or were engaged in, whether such complaints were formal or informal, written or otherwise. If written in any form or medium, Defendants must submit legible copies of the complaint with the report required by this Paragraph.
37. Defendants shall provide the following to Plaintiffs concurrently with the report described in Paragraph 36 for all businesses or organizations as described in Paragraph 16:
- a. English and other language versions of client and prospective client documents translated under Paragraph 16(c);
  - b. Written affirmation that the antidiscrimination policies under Paragraph 16(a) have been distributed to all employees, agents, co-managers, and co-owners, including any new employees, agents, co-managers, and co-owners hired in the preceding six (6) months; and
  - c. Copies of all promotional, advertising, and marketing materials for the business, including any translations.
38. If Defendant Jon B. Lindeman, Jr. seeks readmission to the Florida Bar or a license to practice law in any other jurisdiction in the United States, he shall provide Plaintiffs with written notice within seven (7) days of submitting the application for readmission or admission.



39. Defendants shall preserve all records related to compliance with this Order. Upon reasonable notice to Defendants, Plaintiffs may inspect and copy any records related to this Order to determine compliance.

**VII. SCOPE, DURATION, AND ENFORCEMENT**

40. This Order is effective immediately upon its entry by the Court.
41. Unless otherwise specified, the provisions of this Order shall remain in effect for five (5) years after the date of its entry. For Defendant Haralampos (“Bob”) Kourouklis, the requirement to provide updated Financial Statements pursuant to Paragraph 30 and all reporting obligations set forth in Section VI shall terminate immediately upon his death.
42. The Court shall retain jurisdiction for the duration of this Order. Plaintiffs may move the Court, for good cause, to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms.
43. Plaintiffs may take reasonable steps to monitor Defendants’ compliance with this Order and the Fair Housing Act, including but not limited to conducting fair housing tests at any business(es) or location(s) owned, operated, or managed by Defendants.
44. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order before bringing such matters to the Court for resolution. However, in the

event that the Plaintiffs contends that there has been a failure by any Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Order or otherwise to act in conformance with any provision thereof, Plaintiffs may move this Court to impose any remedy authorized by law or equity, including but not limited to an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees occasioned by the violation or failure to perform.

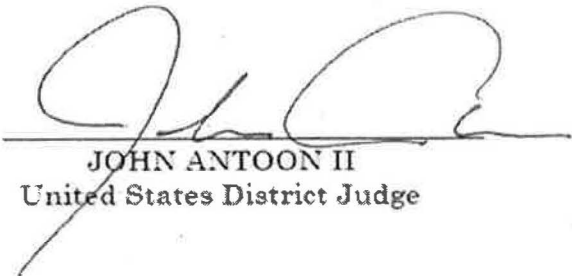
45. Failure of Plaintiffs to insist upon strict performance of any provision of this Order shall not be deemed a waiver of the Plaintiffs' rights or remedies or a waiver by the Plaintiffs of any default by Defendants in performance or compliance with any terms of this Order.
46. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the Parties, with the exception of Paragraphs 18, 20, and 22, and no request for extension shall be unreasonably withheld.
47. This Consent Decree may be signed by the parties in several counterparts, each of which shall serve as an original as against any Party who signed it, and all of which taken together shall constitute one and the same document.

48. Each signatory hereto warrants that he or she is competent and possesses the full and complete authority to covenant to this Order on behalf of himself, herself, or the Party that he or she represents.
49. The Parties agree that, as of the date of entry of this Order, litigation is not reasonably foreseeable concerning the matters described herein. If any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Order, the Party is no longer required to maintain such a litigation hold. However, nothing in this Order relieves Defendants of the record-keeping responsibilities imposed by this Order.
50. This Order may be executed by the Parties in counterparts, and facsimiles of signatures, including those transmitted electronically via PDF, shall constitute acceptable, binding signatures for purposes of this Order.

**IT IS SO ORDERED.**

DATED this 10th of June, 2022



  
JOHN ANTOON II  
United States District Judge

The undersigned apply for and consent to the entry of this Order:

*For the United States of America:*

Dated: May 27, 2022

ROGER B. HANDBERG  
United States Attorney

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division  
SAMEENA SHINA MAJEED  
Chief, Housing and Civil Enforcement

/s/ Jennifer B. Moreno  
JENNIFER B. MORENO  
Assistant United States Attorney  
Middle District of Florida

/s/ Andrea K. Steinacker  
ANDREA K. STEINACKER  
Special Litigation Counsel  
CHARLA D. JACKSON  
AUDREY M. YAP  
JACLYN M. HARRIS  
Trial Attorneys  
Civil Rights Division  
Housing and Civil Enforcement

*For Intervenor Plaintiffs Lucia Hurtado, Noemi Roman, and Argentina Roque*

Dated: May 27, 2022

/s/ Alicia Magazu  
JEFFREY B. HUSSEY  
ALICIA MAGAZU  
MORGAN CARDINAL  
Community Legal Services of Mid-Florida

Dated: May \_\_, 2022

\_\_\_\_\_  
LUCIA HURTADO

Dated: May \_\_, 2022

\_\_\_\_\_  
NOEMI ROMAN

The undersigned apply for and consent to the entry of this Order:

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ROGER B. HANDBERG  
United States Attorney

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division  
SAMEENA SHINA MAJEED  
Chief, Housing and Civil Enforcement

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JENNIFER B. MORENO  
Assistant United States Attorney  
Middle District of Florida

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ANDREA K. STEINACKER  
Special Litigation Counsel  
CHARLA D. JACKSON  
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JACLYN M. HARRIS  
Trial Attorneys  
Civil Rights Division  
Housing and Civil Enforcement

*For Intervenor Plaintiffs Lucia Hurtado, Noemi Roman, and Argentina Roque*

Dated: May \_\_, 2022

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JEFFREY B. HUSSEY  
ALICIA MAGAZU  
MORGAN CARDINAL  
Community Legal Services of Mid-Florida


Dated: May 27, 2022

  
LUCIA HURTADO

Dated: May 27, 2022

  
NOEMI ROMAN

Dated: May 27, 2022

  
ARGENTINA ROQUE

*For Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman*

Dated: May , 2022

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A. BRIAN PHILLIPS<sup>5</sup>  
A. Brian Phillips P.A.

Dated: May , 2022

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JON B. LINDEMAN, JR., individually and  
as representative for Advocate Law Groups  
of Florida, P.A.

Dated: May , 2022

\_\_\_\_\_  
EPHIGENIA K. LINDEMAN

*For Defendants Haralampos "Bob" Kourouklis and Summit Development Solutions USA, LLC*

Dated: May , 2022

\_\_\_\_\_  
NAIM S. SURGEON  
Stroock & Stroock & Lavan LLP

Dated: May \_\_, 2022

\_\_\_\_\_  
HARALAMPOS KOUROUKLIS,  
individually and as representative for Summit  
Development Solutions USA, LLC

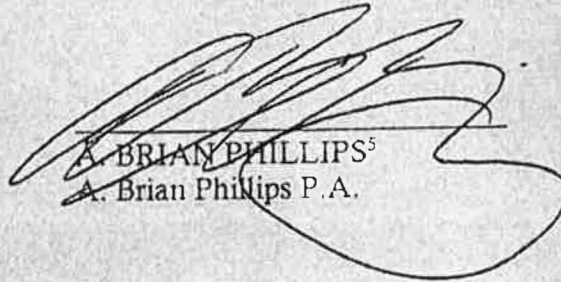
<sup>5</sup> Subject to A. Brian Phillips Esq., and A. Brian Phillips, P.A.'s Motion for Leave to Withdraw [Dkt. 259].

Dated: May \_\_, 2022

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ARGENTINA ROQUE

*For Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman*

Dated: May 27, 2022

  
\_\_\_\_\_  
A. BRIAN PHILLIPS<sup>5</sup>  
A. Brian Phillips P.A.

Dated: May \_\_, 2022

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JON B. LINDEMAN, JR., individually and  
as representative for Advocate Law Groups  
of Florida, P.A.

Dated: May \_\_, 2022

\_\_\_\_\_  
EPHIGENIA K. LINDEMAN

*For Defendants Haralampos "Bob" Kourouklis and Summit Development Solutions USA, LLC*

Dated: May \_\_, 2022

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NAIMS SURGEON  
Stroock & Stroock & Lavan LLP

Dated: May \_\_, 2022

\_\_\_\_\_  
HARALAMPOS KOUROUKLIS,  
individually and as representative for Summit  
Development Solutions USA, LLC

<sup>5</sup> Subject to A. Brian Phillips Esq., and A. Brian Phillips, P.A.'s Motion for Leave to Withdraw [Dkt. 259].

Dated: May \_\_, 2022


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ARGENTINA ROQUE

*For Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman*

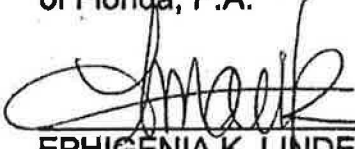
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A. Brian Phillips P.A.

Dated: May 27, 2022

  
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JON B. LINDEMAN, JR., individually and  
as representative for Advocate Law Groups  
of Florida, P.A.

Dated: May 27, 2022

  
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EPHIGENIA K. LINDEMAN

*For Defendants Haralampos "Bob" Kourouklis and Summit Development Solutions USA, LLC*

Dated: May \_\_, 2022

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NAIM S. SURGEON  
Stroock & Stroock & Lavan LLP

Dated: May \_\_, 2022

\_\_\_\_\_  
HARALAMPOS KOUROUKLIS, individually  
and as representative for Summit  
Development Solutions USA, LLC

\_\_\_\_\_  
<sup>5</sup> Subject to A. Brian Phillips Esq., and A. Brian Phillips, P.A.'s Motion for Leave to Withdraw [Dkt. 259].



Dated: May \_\_, 2022

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ARGENTINA ROQUE

*For Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman*

Dated: May \_\_, 2022

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A. Brian Phillips P.A.

Dated: May \_\_, 2022

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JON B. LINDEMAN, JR., individually and  
as representative for Advocate Law Groups  
of Florida, P.A.

Dated: May \_\_, 2022


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EPHIGENIA K. LINDEMAN

*For Defendants Haralampos "Bob" Kourouklis and Summit Development Solutions USA,  
LLC*

Dated: May \_\_, 2022

\_\_\_\_\_  
NAIM S. SURGEON  
Stroock & Stroock & Lavan LLP

Dated: May 27, 2022

  
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HARALAMPOS KOUROUKLIS,  
individually and as representative for Summit  
Development Solutions USA, LLC

<sup>5</sup> Subject to A. Brian Phillips Esq. and A. Brian Phillips, P.A.'s Motion for Leave to Withdraw [Dkt. 259]

Dated: May \_\_, 2022

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ARGENTINA ROQUE

*For Defendants Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., and Ephigenia K. Lindeman*

Dated: May \_\_, 2022

\_\_\_\_\_  
A. BRIAN PHILLIPS<sup>5</sup>  
A. Brian Phillips P.A.

Dated: May \_\_, 2022

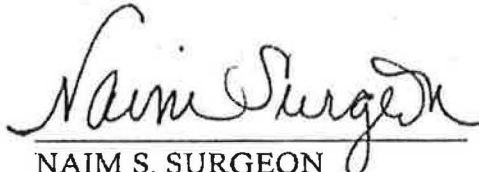
\_\_\_\_\_  
JON B. LINDEMAN, JR., individually and  
as representative for Advocate Law Groups  
of Florida, P.A.

Dated: May \_\_, 2022

\_\_\_\_\_  
EPHIGENIA K. LINDEMAN

*For Defendants Haralampos "Bob" Kourouklis and Summit Development Solutions USA,  
LLC*

Dated: May 27, 2022

  
\_\_\_\_\_  
NAIM S. SURGEON  
Stroock & Stroock & Lavan LLP

Dated: May \_\_, 2022

\_\_\_\_\_  
HARALAMPOS KOUROUKLIS,  
individually and as representative for Summit  
Development Solutions USA, LLC

<sup>5</sup> Subject to A. Brian Phillips Esq., and A. Brian Phillips, P.A.'s Motion for Leave to Withdraw [Dkt. 259].

APPENDIX A

RELEASE

Pursuant to the Consent Order resolving the United States' and Intervenor Plaintiffs' allegations in United States, et al v. Advocate Law Groups of Florida, P.A. et al, Case No. 6:18-CV-1836-ORL-28GJK (M.D. Fla.) that Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., Ephigenia K. Lindeman, Summit Development Solutions USA, LLC, and Haralampos "Bob" Kourouklis violated the Fair Housing Act, and in consideration of payment to [NAME] of \$ [AMOUNT] from the Settlement Fund created as a part of the Consent Order, I, \_\_\_\_\_, hereby release and forever discharge all claims, arising prior to the date of this Release, related to the facts at issue in the litigation referenced above and related to the alleged violation of the Fair Housing Act, that I may have against Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., Ephigenia K. Lindeman, Summit Development Solutions USA, LLC, and Haralampos "Bob" Kourouklis and all related entities and persons. I confirm that the foregoing is true and correct.

Executed on this date: \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

ANEXO A

DESCARGO

Conforme a la Orden de Consentimiento que resuelve las alegaciones de los Estados Unidos y los Demandantes Intervinientes en Estados Unidos, et al. v. Advocate Law Groups of Florida, P.A. et al., N° de caso 6:18-CV-1836-ORL-28GJK (M.D. Fla.) que Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., Ephigenia K. Lindeman, Summit Development Solutions USA, LLC, y Haralampos "Bob" Kourouklis vulneraron la ley de Vivienda Justa y, considerando el pago emitido a [NAME] de \$ [AMOUNT] del Fondo de Compensación establecido como parte de la Orden de Consentimiento, yo, \_\_\_\_\_, por la presente, descargo y para siempre exonero toda reclamación que haya surgido antes de la fecha del presente Descargo, en relación con los hechos en cuestión en el litigio mencionado en lo anterior y en relación con la alegada vulneración de la ley de Vivienda Justa que yo pudiera haber tenido contra Advocate Law Groups of Florida, P.A., Jon B. Lindeman, Jr., Ephigenia K. Lindeman, Summit Development Solutions USA, LLC, y Haralampos "Bob" Kourouklis o cualquier otra persona o entidad. Yo confirmo que lo anterior es verdad y correcto.

Firmado en esta fecha: el \_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

FIRMA: \_\_\_\_\_

NOMBRE EN LETRA DE MOLDE: \_\_\_\_\_

DIRECCIÓN: \_\_\_\_\_

\_\_\_\_\_

APPENDIX B  
FINANCIAL DISCLOSURE STATEMENT



**Part A: Identify Yourself**

Full Name		Other Names Used	
Date of Birth			
SSN		Cell Phone	( )
Driver's License No.		Email	
<b>1. Housing Information: <input type="checkbox"/> Own/Mortgage <input type="checkbox"/> Rent</b>			
Current Address		Landlord Name	
Home Phone	( )	Landlord Address	
Previous Address		Landlord Telephone	( )
		List utilities included in rent	
<b>2. Are you currently employed? <input type="checkbox"/> Yes: <input type="checkbox"/> Full-time or <input type="checkbox"/> Part-time <input type="checkbox"/> No</b>			
Current Occupation		Gross Annual Salary: \$	
Current Employer	Hire Date:	- or -	
	Company:	Hourly Wage: \$	
	Address:	Average hours per week:	
		Pay Period: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly	
Previous Occupation			
Previous Employer	Employment Dates:	to	Gross Annual Salary: \$
	Company:		- or -
	Address:		Hourly Wage: \$
			Average hours per week:
<b>3. Have you served in the U.S. Armed Forces? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>			

<b>4. Are you a sole proprietor? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>			
Business Name		Nature of Business	
Business Address		How are you paid?	How are you paid? <input type="checkbox"/> Salary: \$ <input type="checkbox"/> Draw <input type="checkbox"/> Combination
		Do you use payment apps?	<input type="checkbox"/> Apple Pay <input type="checkbox"/> Zelle <input type="checkbox"/> PayPal <input type="checkbox"/> Other:
Year-to-date Gross Revenue		Prior Year Gross Revenue	
Year-to-date Net Earnings		Prior Year Net Earnings	
<b>5. Within the last five years, have you owned and/or operated any business(es)? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>			
List position and duties performed			
Business Name		Nature of Business	
Business Address		Formation:	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> S-Corp.
		Current Status of Business:	<input type="checkbox"/> Active <input type="checkbox"/> Inactive
Registered Agent's Name		Are the business's federal taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Registered Agent's Address		Federal Tax ID No.	
		Date Ownership Acquired	
How are you paid?	<input type="checkbox"/> Salary: \$ <input type="checkbox"/> Draw <input type="checkbox"/> Combination	What is your ownership interest?	
Do you use payment apps?	<input type="checkbox"/> Apple Pay <input type="checkbox"/> Zelle <input type="checkbox"/> PayPal <input type="checkbox"/> Other:	Dividend Payments & Frequency	
Year-to-date Gross Revenue		Prior Year Gross Revenue	
Year-to-date Net Earnings		Prior Year Net Earnings	
<b>6. Do you receive any other income from any other businesses (e.g. shareholder)? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>			
Explain:			
<b>7. Are your federal taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>			
<b>8. Did you file a federal income tax return last year?</b> <input type="checkbox"/> Yes: <input type="checkbox"/> Single <input type="checkbox"/> Married, filed jointly <input type="checkbox"/> Married, filed separately <input type="checkbox"/> Head of Household <input type="checkbox"/> No			



<b>9. Marital Status:</b> <input type="checkbox"/> Married (provide details below) <input type="checkbox"/> Unmarried (single, divorced, widowed)				
Spouse's Full Name		Spouse's Occupation		
Spouse's Date of Birth		Company		
Spouse's Cell Phone	( )	Work Address		
Spouse's Salary:				
<b>10. Do you have any dependent children under the age of 18?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name	Date of Birth	Does the child primarily reside with you?	Dependent's Monthly Income (e.g. child support, gov't assistance)	List any child support in arrears
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$

**Part B: Assets & Liabilities**

<b>11. Identify total amount of cash on hand.</b>				\$
<b>12. Identify all domestic bank accounts that you have signatory authority.</b>				
Type of Account	Financial Institution	Name(s) on Account	Account No.	Current Balance
Checking Account				\$
Savings Account				\$
Other:				\$
Other:				\$
Other:				\$
<b>13. Do you or your spouse have any foreign bank accounts?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
Country	Financial Institution	Name(s) on Account	Account No.	Current Balance
				\$

14. Do you or your spouse maintain a safe deposit box? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name(s) on Account	Financial Institution	Address	Box No.	Contents
15. Do you or your spouse own any securities (e.g. bonds, stocks, mutual funds)? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name(s) on Account	Company	No. of Units/Shares	Current Unit/Stock Price	Current Value
			\$	\$
			\$	\$
			\$	\$
			\$	\$
16. Do you or your spouse own any cryptocurrency (e.g. Bitcoin, Ethereum, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Public Key	Private Key	Company	Units	Current Value
				\$
				\$
17. Do you or your spouse have any retirement accounts (e.g. 401(k), IRA) or 529 plans? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name(s) on Account	Company	Account Type	Account No.	Current Balance
				\$
				\$
				\$
				\$
18. Do you have any life insurance policies? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Company	Type of Policy	Policy No.	Face Amount	Cash Surrender Value
			\$	\$
			\$	\$

19. Have you extended a loan to anyone or any entity in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Person/Entity	Address	Type of Loan	Identify Collateral	Loan Amount	Balance Due
		<input type="checkbox"/> unsecured <input type="checkbox"/> secured		\$	\$
		<input type="checkbox"/> unsecured <input type="checkbox"/> secured		\$	\$
20. Have you received a favorable settlement or judgment in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Person/Entity	Address	Case Information		Judgment	
		Court		Total Judgment	
		Case No.		Balance Due	
21. Are you currently party to any pending lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Person/Entity	Address	Case Information			
		Court			
		Case No.			
22. Do you, your spouse, and/or any previously identified business(es) have any interest in real estate anywhere in the world, including property currently on the market or under contract? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name(s) on Deed	Address	Date Acquired	Lienholder	Mortgage Balance	Current Fair Market Value
				\$	\$
				\$	\$
23. Are any of the real estate properties listed above income producing properties? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, provide income statements and/or tax returns for the last 2 years for each rental property.					
Name(s) of Tenant	Address	Total Lease Term	Months Remaining on Lease	Monthly Rental Income	
				\$	
				\$	

<b>24. Do you or your spouse own or have possession of automobiles, motorcycles, boats, aircrafts, recreational vehicles, etc.? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>					
Year, Make, and Model	Ownership Interest	Monthly Payment	Lienholder	Lien Balance	Insurance Company
	<input type="checkbox"/> Leased <input type="checkbox"/> Purchased	\$		\$	
	<input type="checkbox"/> Leased <input type="checkbox"/> Purchased	\$		\$	
	<input type="checkbox"/> Leased <input type="checkbox"/> Purchased	\$		\$	
<b>25. Have you or your spouse given any gifts, or transferred any real or personal property (including cash) valued at over \$500 within the last 3 years? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>					
Item Description	To Whom	Date	Value		
			\$		
			\$		
			\$		
<b>26. Do you or your spouse own any personal property (e.g. jewelry, art, furniture, gold, collection items, etc.) valued at more than \$500? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>					
Item Description	Location of Property	Fair Market Value			
		\$			
		\$			
		\$			
		\$			
<b>27. Do you or your spouse use any mobile payment apps (e.g. Apple Pay, Venmo, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>					
Explain which apps, how often, how much, and for what purpose:					
<b>28. Are you a Trustee, Executor, or Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>					
Explain:					

**29. Are you the beneficiary of a trust?  Yes  No**

Explain:

**30. Have you and/or your spouse placed any assets in a trust in the last five years?  Yes  No**

Explain:

**31. Liabilities – Provide the following information regarding your outstanding debts:**

Type of Debt (credit card, judgment, etc.)	Creditor	Contact Information	Account Number	Balance
				\$
				\$
				\$
				\$
				\$
				\$
				\$

**Part C: Calculate Net Monthly Income**

**Monthly Income**

1. List monthly gross wages, salary, and commissions before all payroll deductions. *If not paid monthly, calculate what the monthly wage would be.* 1. \$
2. Estimate and list monthly overtime pay. 2. \$
3. Calculate gross income. Add line 1 + line 2. 3. \$
4. List payroll deductions:
  - 4a. Tax, Medicare, and Social Security deductions 4a. \$
  - 4b. Contributions for retirement plans 4b. \$
  - 4c. Health insurance 4c. \$
  - 4d. Life insurance 4d. \$
  - 4e. Garnishment. Specify: 4e. \$

- 4f. Other deduction. Specify: 4f. \$
- 4g. Other deduction. Specify: 4g. \$
- 5. Add payroll deductions. Add lines 4a through 4g. 5. \$
- 6. Calculate total monthly take-home pay. Subtract line 5 from line 3. 6. \$

**Other Income:**

- 7. Net income from rental property. Attach a statement for each property showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. 7. \$
- 8. Net income from operating a business. Attach a statement for each business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. 8. \$
- 9. Interest and Dividends 9. \$
- 10. Family support payments (e.g. alimony, child support). Specify: 10. \$
- 11. Other government assistance (e.g. food stamps, housing programs). Specify: 11. \$
- 12. Medicare 12. \$
- 13. Medicaid 13. \$
- 14. Social Security Income 14. \$
- 15. Supplemental Security Income 15. \$
- 16. Social Security Disability Income 16. \$
- 17. Unemployment compensation 17. \$
- 18. Workers' compensation 18. \$
- 19. Pension. Specify: 19. \$
- 20. Retirement. Specify: 20. \$
- 21. Other income. Specify: 21. \$
- 22. Other income. Specify: 22. \$
- 23. Add all other income. Add lines 7 through 22. 23. \$
- 24. Calculate total monthly income. Add line 6 + line 23. 24. \$
- 25. Do you anticipate that your average monthly income will increase or decrease by more than 10% within 1 year?
  - No.
  - Yes. Explain:

**Monthly Expenses**

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- 26. **Mortgage or Rent** 26. \$
  - If not included in line 26:*
  - 26a. Real estate taxes 26a. \$
  - 26b. Property, homeowner's, or renter's insurance 26b. \$
  - 26c. Home maintenance, repair, and upkeep expenses 26c. \$
  - 26d. Homeowner's association or condominium dues 26d. \$
- 27. **Additional mortgage payments for residence, home equity loans** 27. \$
- 28. **Utilities:**
  - 28a. Electricity, heat, natural gas 28a. \$
  - 28b. Water, sewer, garbage collection 28b. \$
  - 28c. Telephone, cell phone, internet, cable, streaming services 28c. \$
  - 28d. Other. Specify: 28d. \$
- 29. **Groceries** 29. \$
- 30. **Housekeeping supplies** 30. \$
- 31. **Childcare and children's education costs** 31. \$
- 32. **Clothing, laundry, and dry cleaning** 32. \$
- 33. **Personal care products** 33. \$
- 34. **Medical and dental expenses** 34. \$
- 35. **Installment or lease payments:**
  - 35a. Payment for Vehicle 1 35a. \$
  - 35b. Payment for Vehicle 2 35b. \$
  - 35c. Other. Specify: 35c. \$
- 36. **Transportation.** Include gas, maintenance, or bus fare. Do not include car payment. 36. \$
- 37. **Entertainment, recreation, clubs, and subscriptions.** 37. \$  
Specify:
- 38. **Charitable contributions, religious donations.** 38. \$  
Specify:
- 39. **Insurance.** Do not include insurance already deducted from your wages (lines 4c and 4d), or included in lines 26 and 43.
  - 39a. Health Insurance 39a. \$
  - 39b. Life Insurance 39b. \$
  - 39c. Vehicle Insurance 39c. \$

- 39d. Other. Specify: 39d. \$
- 39e. Other. Specify: 39e. \$
- 40. Taxes. Do not include taxes already deducted from your wages (line 4a) or included in lines 26 and 43. 40. \$
- 41. Payments of alimony and child support. Do not include payments already deducted from your wages (lines 4e through 4g). 41. \$
- 42. Payments of support to others who do not live with you. Specify: 42. \$
- 43. Leasehold expenses:
  - 43a. Mortgages on other property 43a. \$
  - 43b. Real estate taxes 43b. \$
  - 43c. Property, homeowner's, or renter's insurance 43c. \$
  - 43d. Maintenance, repair, or upkeep expenses 43d. \$
  - 43e. Homeowner's association or condominium dues 43e. \$
- 44. Other. Specify: 44. \$
- 45. Other. Specify: 45. \$
- 46. Other. Specify: 46. \$
- 47. Calculate your monthly expenses. Add lines 26 through 46. 47. \$
- 48. Explain any unusual, recurring monthly expenses you have for yourself or any dependent:
- 49. Do you anticipate that your average monthly expenses will increase or decrease by more than 10% within 1 year?
  - No.
  - Yes. Explain:

**Net Monthly Income**

- 50. Copy your monthly income from line 24. \$
- 51. Copy your monthly expenses from line 47. \$
- 52. Calculate your monthly net income. Subtract line 51 from line 50.

**Part D: Criminal Activity**

<b>1. How long were you engaged in the criminal activity to which you pled guilty?</b>



<b>2. Did you make any gains or profits from the criminal activity? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>		
If no, why not?		
<b>3. Where did you spend the illegal gains and profits? List what property you purchased (i.e. cars, jewelry, guns).</b>		
<b>4. Identify where illegal gains and profits were deposited and from which they were spent.</b>		
<b>Financial Institution</b>	<b>Name(s) on Account</b>	<b>Account No.</b>
<b>5. Specifically, identify the location of other gains and profits which were made.</b>		
<b>6. Did you gamble with your illegal profits? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>		
If yes, how much did you win?		

**Part E: Signature Required**

I declare under penalty of perjury that the information provided is true, correct, and complete. I understand that making a false statement or concealing property can result in five (5) years imprisonment and/or a fine of not more than \$250,000 under 18 U.S.C. § 1001.

\_\_\_\_\_  
(Signature) Debtor

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature) Attorney for Debtor

\_\_\_\_\_  
Date