

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL  
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA, DEPARTMENT OF  
LEGAL AFFAIRS,**

**CASE NO. 2015CA005112XXXXMBAB**

**Plaintiff,**

**v.**

**JOSEPH JAMES BILOTTI, JR., an individual,  
LAURA LYNN HESS, an individual,  
RALPH JOSEPH CONSIGLIO, an individual,  
GARY ROBILLARD, an individual,  
RAHIM JAMAL WEST, an individual,  
TIMOTHY JOHN HEALY, an individual,  
STAYHOME INC., a Florida corporation;  
WILLIAM BERGER & ASSOCIATES PA,  
a Florida corporation,  
HOME DEFENSE LAW FIRM, P.A.,  
a Florida corporation,  
HOME DEFENSE TEAM P.A., a Florida corporation,  
NATIONWIDE FORECLOSURE DEFENSE, P.A.,  
a Florida corporation,  
SOUTHEAST BILLING, INC.,  
a Florida corporation d/b/a Home Defense Team,  
ZOHAR BILLINGS INC, a Florida corporation, and  
TAX RESCUE FIRM INC., a Florida corporation**

**Defendants and,**

**ROTELLI PIZZA & PASTA, INC., a Florida Corporation;  
BILOTTI EXPRESS, INC., a Florida Corporation;  
SOUTHEAST FLORIDA HOLDING, INC.,  
a Florida corporation;  
SKYLINE PUBLISHING INC., a Florida corporation;  
ZOHAR HOLDINGS INC., a Florida corporation;  
TRUE BLUE PARTNERS IRREVOCABLE TRUST;  
CLASS IT UP IRREVOCABLE TRUST;  
MERCEDES-BENZO IRREVOCABLE TRUST; and  
RJC HOLDINGS, INC., a Florida corporation,**

**Relief Defendants** \_\_\_\_\_/

**COMPLAINT FOR INJUNCTIVE RELIEF, EQUITABLE RESTITUTION,  
CIVIL PENALTIES AND OTHER STATUTORY RELIEF**

The Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (“Attorney General” and/or “Plaintiff”), hereby sues Defendants **JOSEPH JAMES BILOTTI, JR.**, an individual, **LAURA LYNN HESS**, an individual, **RALPH CONSIGLIO**, an individual, **GARY ROBILLARD**, an individual, **RAHIM JAMAL WEST**, an individual, **TIMOTHY J. HEALY**, an individual, **STAYHOME INC.**, a Florida corporation, **WILLIAM BERGER & ASSOCIATES PA**, a Florida corporation, **HOME DEFENSE LAW FIRM, P.A.**, a Florida corporation, **HOME DEFENSE TEAM P.A.**, a Florida corporation, **NATIONWIDE FORECLOSURE DEFENSE, P.A.**, a Florida corporation, **SOUTHEAST BILLING, INC.**, a Florida corporation d/b/a Home Defense Team, **ZOHAR BILLINGS INC**, a Florida corporation and **TAX RESCUE FIRM INC.**, a Florida corporation (hereinafter collectively referred to as “**THE DEFENDANTS**”), and further sues the Relief Defendants identified herein, and alleges as follows:

### **INTRODUCTION**

1. In January 2009, Defendant LAURA LYNN HESS was disbarred by the Florida Bar for her role in a massive credit card debt reduction scheme that defrauded consumers and generated millions of dollars in illicit proceeds, much of which was never accounted for or recovered for the benefit of the victims. Later that year, disbarred attorney HESS teamed up with Defendant JOSEPH JAMES BILOTTI, JR. (the owner of a pizza chain), Defendant RALPH CONSIGLIO (an unlicensed telemarketer) and Charles William Berger (a now deceased attorney who had been disbarred in both South Carolina and Florida) for the purpose of forming a fake law firm to collect millions in illegal, up-front fees from consumers seeking loan modifications or foreclosure rescue services.

2. Since about 2013, Defendants BILOTTI, HESS and CONSIGLIO have also

utilized several other Florida attorneys (including Defendants GARY ROBILLARD, RAHIM JAMAL WEST, and TIMOTHY J. HEALY) to act as “front men” for their non-lawyer operation. BILOTTI, HESS and CONSIGLIO have also utilized fake retainer agreements, some with falsified signatures, to induce consumers to pay the illegal, up-front fees; and they have employed numerous non-attorneys to interface with the clients, draft legal pleadings and supposedly perform other back-end services. In numerous instances, **THE DEFENDANTS’** unlawful enterprise has not only failed to accomplish the results promised to consumers, but often digs the consumer into even deeper financial holes.

### **GENERAL ALLEGATIONS**

3. Since at least in or about March 2009, **THE DEFENDANTS** have knowingly, willfully and actively participated in a common enterprise for the purpose of unfairly and deceptively marketing and selling to consumers mortgage assistance relief services, as defined in the Mortgage Assistance Relief Services Rule, 12 C.F.R. Part 1015 (2012) (“The MARS Rule” or “Regulation O”), and/or foreclosure-related rescue services, as defined in Section 501.1377(2)(c), Fla. Stat. (hereinafter collectively referred to as “Mortgage Relief and/or Foreclosure Rescue Services”).

4. **THE DEFENDANTS** have operated under this common enterprise using several different names, including, “Home Defense Law Firm,” “Home Defense Team,” “Home Defense Law, LLC” and “Nationwide Foreclosure Defense” (referred to herein as “the HOME DEFENSE Enterprise” or “the Enterprise”). The Enterprise has been run by Defendants BILOTTI and CONSIGLIO (both non-attorneys), along with disbarred attorney, Defendant HESS, from offices in Boca Raton, Florida

5. Essentially, **THE DEFENDANTS** have used various marketing methods to attract financially distressed homeowners to the HOME DEFENSE Enterprise, and they deceptively

promise to provide services to: (1) obtain a reduction of the homeowner's mortgage rate and/or indebtedness, eliminate delinquency fees, and restore their damaged credit rating; and/or (2) stop, avoid, or delay foreclosure proceedings concerning the homeowners' residential real property, and/or assist the homeowners with modifying the terms, or curing a default or failure to timely pay with respect to a residential mortgage loan obligation.

6. **THE DEFENDANTS** offered to provide their Mortgage Relief and/or Foreclosure Rescue Services to the homeowners in exchange for the payment of up-front fees, which they have received and accepted before actually providing the promised services. These up-front fees are illegal under Florida and federal law. Thereafter, **THE DEFENDANTS** use these illicit proceeds to operate the Enterprise, acquire various assets and otherwise unjustly enrich the Individual Defendants named herein.

7. **THE DEFENDANTS** also established and utilized various corporate entities, including Defendants STAYHOME INC., WILLIAM BERGER & ASSOCIATES PA, HOME DEFENSE LAW FIRM, P.A., HOME DEFENSE TEAM P.A., NATIONWIDE FORECLOSURE DEFENSE, P.A., SOUTHEAST BILLING, INC., ZOHAR BILLINGS INC, and TAX RESCUE FIRM INC., to assist the Enterprise in conducting and concealing its deceptive scheme.

8. In numerous instances, the Enterprise provided their homeowner/consumer "clients" with falsified, unsigned or otherwise unauthorized "retainer agreements," which made it appear that a licensed attorney or law firm was actually representing the homeowner/consumer in connection with the Mortgage Relief and/or Foreclosure Rescue Services offered by the Enterprise. In fact, however, the supposed attorney or law firm involved was not actually providing Mortgage Relief and/or Foreclosure Rescue Services for the client.

9. Often, no attorney from the Enterprise ever even shows up for the scheduled trial or other hearings related to the clients' foreclose proceeding; in other instances, the

homeowner/consumer was instructed to file “pro se” pleadings with the court, which had been drafted by non-lawyers working for the Enterprise. When consumers discover that the HOME DEFENSE Enterprise has not contacted their lenders or appeared at scheduled hearings on their behalf, many find themselves in default and some have lost their properties through foreclosure.

10. The Attorney General brings this action to halt the HOME DEFENSE Enterprise’s unlawful acts and practices, to hold **THE DEFENDANTS** accountable, and to provide redress for the injuries to consumers that the Enterprise has caused. More specifically, the Plaintiff brings this action under: (1) the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as “FDUTPA”); (2) Sections 1054 and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5564, and 5565; (3) Section 626 of the Omnibus Appropriations Act, 2009 (as amended by Section 1097 of the CFPA), 12 U.S.C. § 5538, and its implementing regulation (the MARS Rule or Regulation O); and (4) the Florida Civil Theft statute, Section 812.014(1), Fla. Stat.

### **JURISDICTION AND VENUE**

11. This is an action for injunctive and declaratory relief, equitable restitution, attorney’s fees and costs, civil penalties, forfeiture and any other statutory relief available, pursuant to the FDUTPA, Section 812.035, Fla. Stat., and 12 U.S.C. §§5538, 5552, and 5565.

12. This Court has subject-matter jurisdiction, pursuant to the provisions of FDUTPA, and Sections 26.012 and 812.035, Fla. Stat., and 12 U.S.C. §5564(f).

13. All actions material to the Complaint have occurred within five (5) years of the filing of this lawsuit concerning the conduct in violation of the Florida Theft statute, and within four (4) years of the filing of this lawsuit with respect to all other claims described herein.

14. Venue is proper in Palm Beach County, Florida as the statutory violations alleged herein occurred in, or affected, more than one judicial circuit in the State of Florida, including

Palm Beach and Broward Counties. Venue is further proper in the Fifteenth Judicial Circuit as the Enterprise operated, and continues to operate from offices located in Palm Beach County, Florida. Upon information and belief, several of the Individual Defendants, including BILOTTI and HESS reside in Palm Beach County, Florida.

15. **THE DEFENDANTS**, at all times material hereto, provided goods or services as those terms are used in Section 501.203(8), *Fla. Stat.* (2015), within Palm Beach County and elsewhere in the United States.

16. **THE DEFENDANTS**, at all times material hereto, solicited homeowners who were consumers as defined within Section 501.203(7), *Fla. Stat.* (2015).

17. **THE DEFENDANTS**, at all times material hereto, were engaged in a trade or commerce as defined within Section 501.203(8), *Fla. Stat.* (2015), and the acts or practices alleged herein constitute violations of “federal consumer financial law” as defined within 12 U.S.C. §5481.

18. **THE DEFENDANTS**, at all time material hereto, have acted as “Mortgage Assistance Relief Service Providers,” within the meaning 12 C.F.R. Section 1015.2 of the MARS Rule, in that **THE DEFENDANTS** are persons, as defined in Regulation O, that have provided, offered to provide, or arranged for others to provide, mortgage assistance relief services, and were not, and are not, excluded from the MARS Rule’s application.

19. **THE DEFENDANTS**, at all time material hereto, have acted as “Foreclosure-rescue consultants” within the meaning of Section 501.1377(2)(b), *Fla. Stat.*, in that **THE DEFENDANTS**, directly or indirectly, made and continue to make a solicitation, representation, or offer to a homeowner to provide or perform, in return for payment of money or other valuable consideration, foreclosure-related rescue services, and were not, and are not, excluded from the statute’s application.

20. **THE DEFENDANTS**, at all time material hereto, directly and indirectly, through the HOME DEFENSE Enterprise, have offered, provided, or arranged for others to provide Mortgage Relief and/or Foreclosure Rescue Services to homeowners/consumers in Florida and elsewhere, who were having difficulty making their residential mortgage payment, had defaulted under the terms of their mortgage, or were in foreclosure.

21. **THE DEFENDANTS**, at all time material hereto, were required to be registered with the Florida Department of Agriculture and Consumer Services (hereinafter “FDACS”) to conduct telemarketing activities within the State of Florida. At all times material hereto, Defendant SOUTHEAST BILLING was not registered with FDACS to conduct telemarketing activities, and it employed numerous individuals to conduct telemarketing activities who were also not properly licensed or registered with FDACS.

22. Individual Defendants, BILOTTI, HESS, CONSIGLIO, ROBILLARD, WEST and HEALY, at all times material to the allegations in this Complaint, participated in, controlled and/or possessed the authority to control the Enterprise’s deceptive acts and practices and other unlawful activity, and possessed actual and/or constructive knowledge of all material acts, practices and activities complained of herein.

### **THE PLAINTIFF**

23. The Plaintiff is an “enforcing authority” of the FDUTPA, Section 812.035, Fla. Stat., and 12 U.S.C. §5552. The Plaintiff is also authorized to enforce federal consumer financial law under Section 1042 of the CFPA, 12 U.S.C. §5552, and Section 626 of the Omnibus Appropriations Act, 2009 (as amended by Section 1097 of the CFPA), 12 U.S.C. §5538, and its implementing regulation, the MARS Rule, and is authorized to bring this action and to seek equitable restitution, injunctive relief and all other available statutory relief.

24. The Plaintiff has conducted an investigation of the matters alleged herein, and

Attorney General Pamela Jo Bondi has determined that this enforcement action serves the public interest, as required by Section 501.207(2), *Fla. Stat.* (2015). *See* The Determination of Public Interest attached hereto as Plaintiff's Exhibit A.

**THE DEFENDANTS**

**JOSEPH JAMES BILOTTI, JR.,**

25. Defendant JOSEPH JAMES BILOTTI, JR. ("BILOTTI") is an adult, natural person and a non-attorney. BILOTTI is the most senior manager of the HOME DEFENSE Enterprise, which he operates from offices located at 4755 Technology Way, Suites 101-102, Boca Raton, Florida 33431. Defendant BILOTTI has been, and is presently, registered with the Florida Department of State, Division of Corporations ("FDOC"), as an officer, director, owner and/or manager of numerous entities that are affiliated with the HOME DEFENSE Enterprise, including, but not limited to Defendants STAYHOME INC., SOUTHEAST BILLING, INC., ZOHAR BILLINGS INC, and TAX RESCUE FIRM INC.

26. Among other things, BILOTTI controls and/or has the ability to control the HOME DEFENSE Enterprise; participates in the hiring and firing of Enterprise employees; and he has been a signatory on numerous bank accounts utilized by the HOME DEFENSE Enterprise to receive and disburse illicit proceeds from the homeowner/consumers. BILOTTI, directly and indirectly, manages and oversees the daily operations of the Enterprise, and has often communicated with Enterprise affiliates, including co-defendants HESS and CONSIGLIO, using the email address [firstjet1@aol.com](mailto:firstjet1@aol.com).

**LAURA LYNN HESS**

27. Defendant LAURA LYNN HESS ("HESS") is an adult, natural person who, in or about January 2009, was disbarred by order of the Florida Supreme Court from practicing law in

the State of Florida in connection with her role in a massive debt reduction scheme. *See Florida Bar v. Laura L. Hess*, Case Nos. SC08-252, 509, and 1785 (January 15, 2009); and *Office of Atty. Gen. v. Laura L. Hess, et al.*, Case No. 08-007686 (Fla. 17th Cir. Ct. Feb. 21, 2008). Notwithstanding her disbarment, HESS supervises the employees at the HOME DEFENSE Enterprise's offices located at 4755 Technology Way, Suites 101-102, Boca Raton, Florida.

28. Defendant HESS has actively controlled and/or has had the ability to control the HOME DEFENSE Enterprise, including but not limited to, managing the employees of the Enterprise and the attorneys within the Enterprise's unlawful referral network.<sup>1</sup>

29. Among other things, Defendant HESS drafted and/or reviewed various court pleadings that were being prepared and filed on behalf of Enterprise clients by other non-lawyers employed by the Enterprise. She also often held herself out to Enterprise clients as being a licensed attorney. To conceal her disbarment and unlicensed practice of law, HESS often communicated with Enterprise clients using only her first or middle name (i.e., "Laura" or "Lynn"), or by using another Enterprise employee name, rather than disclosing her own last or full legal name. Upon information and belief, HESS often communicated with Enterprise

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<sup>1</sup> Florida Statutes, § 877.02(1) makes it unlawful for any person to: (1) solicit or procure through solicitation either directly or indirectly legal business; (2) solicit or procure through solicitation a retainer, written or oral, or any agreement authorizing an attorney to perform or render legal service; or (3) to make it a business to solicit or procure such business, retainers or agreements. As further described herein, **THE DEFENDANTS** have solicited, advertised or otherwise offered legal services to Florida homeowners in connection with their Mortgage Relief and/or Foreclosure Rescue Services. **THE DEFENDANTS'** business includes soliciting and procuring legal business, retainers, agreements and payments from homeowners for attorneys to render legal services relating to Mortgage Relief and/or Foreclosure Rescue Services. Thus, **THE DEFENDANTS'** actions as set forth herein constitute violations of Florida Statutes, § 877.02(1). In numerous instances, **THE DEFENDANTS** misrepresent to homeowners that licensed attorneys will handle their cases, although Florida licensed attorneys cannot accept referrals from the HOME DEFENSE Enterprise, since such a lawyer referral service does not comply with the requirements of The Rules Regulating The Florida Bar, Rule 4-7.10. In re: Amendments to the Rules Regulating the Florida Bar--Advertising, 971 So. 2d 763, 793 (2007).

employees, clients, affiliates and other third parties using the addresses [lynn@billbergerlaw.com](mailto:lynn@billbergerlaw.com) or [laura@bbergerlaw.com](mailto:laura@bbergerlaw.com), or [legal@homedefenselaw.com](mailto:legal@homedefenselaw.com), or [laura@jfortganglaw.com](mailto:laura@jfortganglaw.com).

### **RALPH CONSIGLIO**

30. Defendant RALPH CONSIGLIO (“CONSIGLIO”) is an adult, natural person and a non-attorney, who managed and supervised the Enterprise’s telemarketing activities, primarily through Defendant SOUTHEAST BILLING. CONSIGLIO often communicated with Enterprise employees, clients and affiliates using the email address [rconsiglio@homedefenseteam.com](mailto:rconsiglio@homedefenseteam.com). CONSIGLIO controlled several accounts used by the Enterprise to receive and disburse unlawful, up-front fees charged to the homeowner/consumers, and he also participated in assigning these “law clients” to various non-lawyers (“processors”) working at the HOME DEFENSE Enterprise. CONSIGLIO was also an officer, director and/or manager of several other entities that operated from the Enterprise’s offices located at 4755 Technology Way, Suites 101-102, Boca Raton, Florida; CONSIGLIO is also the president and Registered Agent for Relief Defendant RJC HOLDINGS, INC.

### **GARY ROBILLARD**

31. Defendant **GARY ROBILLARD** (“ROBILLARD”) is an adult, natural person who has been licensed to practice law in Florida since on or about August 25, 2012. Defendant ROBILLAR essentially replaced BERGER as the “front man” for the HOME DEFENSE Enterprise in about September 2013. At that time, Defendant ROBILLARD registered with the FDOC as the director/owner of Defendant HOME DEFENSE LAW FIRM, P.A. (“HDLF”). Defendant ROBILLARD was also registered as the sole officer (President) and Registered Agent of Defendant HOME DEFENSE TEAM P.A. (“HDT”) from about October 2013 to about September 2015.

32. Defendant ROBILLARD operated HDLF and HDT from the Enterprises’ offices

located at 4755 Technology Way, Suite 101, Boca Raton, Florida. Defendant ROBILLARD also maintained a website at [www.HomeDefenseLaw.com](http://www.HomeDefenseLaw.com) and [www.HomeDefenseTeam.com](http://www.HomeDefenseTeam.com), through which the Enterprise marketed its Mortgage Relief and/or Foreclosure Rescue Services. Defendant ROBILLARD also maintained several bank accounts that were used to receive unlawful “up-front fees” from homeowner/consumers, which were then funneled to other Enterprise accounts that controlled by (non-lawyers) BILOTTI, HESS and/or CONSIGLIO.

#### **RAHIM JAMAL WEST**

33. Defendant RAHIM JAMAL WEST (“WEST”) is an adult, natural person who has been licensed to practice law in Florida since on or about March 23, 2010. Defendant WEST joined the Enterprise in or about May 2014, when he filed articles with the FDOC to incorporate Defendant NATIONWIDE FORECLOSURE DEFENSE, P.A. (“NATIONWIDE”), located at 4755 Technology Way, Suite 101, Boca Raton, Florida. Defendant WEST was registered with the FDOC as the initial officer (president) and director of NATIONWIDE, and remained as its president until on or about August 18, 2014, when he was replaced by Defendant HEALY.

34. Among other things, Defendant WEST participated in recruiting clients for the HOME DEFENSE Enterprise and maintained a website at [www.NationwideForeclosureDefense.com](http://www.NationwideForeclosureDefense.com) through which the Enterprise marketed its mortgage assistance relief and/or foreclosure-related rescue services. Defendant WEST, directly and indirectly, funneled Enterprise clients’ monies through law office accounts he controlled to other accounts that were being controlled by (non-lawyers) BILOTTI, HESS and/or CONSIGLIO.

#### **TIMOTHY J. HEALY**

35. Defendant **TIMOTHY J. HEALY** (“HEALY”) is an adult, natural person who upon information and belief graduated law school in 1973 and became licensed to practice law in Florida in September 2004. Defendant HEALY joined the HOME DEFENSE Enterprise in or

about August 2014, when he replaced Defendant WEST as the president of Defendant NATIONWIDE FORECLOSURE DEFENSE, P.A. (“NATIONWIDE”). On or about February 27, 2015, Defendant HEALY incorporated The Healy Law Firm, P.A., as a Florida for profit corporation, listing the Enterprise’s offices (4755 Technology Way, Boca Raton, Florida) as the law firm’s principal and mailing address. Upon information and belief, Defendant HEALY resides in Maitland, Florida.

36. Defendant HEALY participates in recruiting clients for the HOME DEFENSE Enterprise by maintaining a website at [www.NationwideForeclosureDefense.com](http://www.NationwideForeclosureDefense.com) through which the Enterprise has marketed its Mortgage Relief and/or Foreclosure Rescue Services. Defendant HEALY also assists the Enterprise in collecting unlawful “up-front” fees from consumers for these purported services, and in funneling those proceeds to other Enterprise accounts controlled by (non-lawyers) BILOTTI, HESS and CONSIGLIO.

#### **STAYHOME INC.**

37. Defendant **STAYHOME INC.** (“STAYHOME”) is a voluntarily dissolved Florida, for-profit corporation that was formed by BILOTTI on or about June 1, 2011. Defendant BILOTTI was the president and registered agent for Defendant STAYHOME, until filing articles to voluntarily dissolve the company on April 30, 2013. During at least 2012 and 2013, BILOTTI and another (non-lawyer) co-conspirator routinely used STAYHOME’s bank accounts to collect unlawful, “up-front” fees for Mortgage Relief and/or Foreclosure Rescue Services from homeowners who were “clients” of the Enterprise. Thereafter, BILOTTI and his co-conspirators used these illicit proceeds to fund the Enterprise’s continued operations and to unjustly enrich themselves by, among other things, funneling the proceeds through numerous affiliates, including several of the Relief Defendants named herein.

## **WILLIAM BERGER & ASSOCIATES PA**

38. Defendant WILLIAM BERGER & ASSOCIATES PA (“WBA”) is an administratively dissolved, Florida for-profit corporation that was formed on or October 29, 2012. WBA was part of the HOME DEFENSE Enterprise, and operated from the Enterprise’s offices located at 4755 Technology Way, Suite 101, Boca Raton, Florida. WBA was formed shortly after several bar investigations were initiated against BERGER in the Fall 2012. At that time, **THE DEFENDANTS** caused WBA to open several bank accounts (including an operating account and an attorney trust account), giving the appearance that BERGER was operating a normal law practice.

39. **THE DEFENDANTS** continued to use WBA as a means to offer Mortgage Relief and/or Foreclosure Rescue Services to struggling homeowner/consumers until at least in or about July 2013, when BERGER filed his Petition for Revocation of his bar license in Florida. During that period, **THE DEFENDANTS** used WBA’s bank accounts to collect unlawful, “up-front” fees from the homeowners, and to funnel those proceeds to other Enterprise accounts controlled by (non-lawyers) BILOTTI, HESS and CONSIGLIO.

## **HOME DEFENSE LAW FIRM, P.A.**

40. Defendant HOME DEFENSE LAW FIRM, P.A. (“HDLF”) is an administratively dissolved Florida for-profit corporation that was formed on or about August 5, 2013. HDLF was part of the HOME DEFENSE Enterprise, and operated from the Enterprise’s offices located at 4755 Technology Way, Suite 101, Boca Raton, Florida. Defendant ROBILLARD was registered with the FDOC as the director of Defendant HDLF (and president) from in or about September 2013 until it was administratively dissolved on September 25, 2015. Defendant HDLF offered and sold Mortgage Relief and/or Foreclosure Rescue Services to homeowners/consumers in Florida and elsewhere.

### **HOME DEFENSE TEAM P.A.**

41. Defendant HOME DEFENSE TEAM P.A. (“HDT”) is an administratively dissolved Florida for-profit corporation that was formed by Defendant ROBILLARD on or about October 22, 2013. HDT was part of the HOME DEFENSE Enterprise, and operated from the Enterprise’s offices located at 4755 Technology Way, Suite 101, Boca Raton, Florida. Defendant ROBILLARD was registered with the FDOC as the sole officer (president) and registered agent of Defendant HDT until it was administratively dissolved on or about September 25, 2015. Defendant HDT offered and sold Mortgage Relief and/or Foreclosure Rescue Services to homeowners/consumers in Florida and elsewhere.

### **NATIONWIDE FORECLOSURE DEFENSE, P.A.**

42. Defendant NATIONWIDE FORECLOSURE DEFENSE, P.A. (“NATIONWIDE”) is an active Florida for-profit corporation that was formed by Defendant WEST on or about May 5, 2014. NATIONWIDE is part of the HOME DEFENSE Enterprise, and operates from the Enterprise’s offices located at 4755 Technology Way, Suite 101, Boca Raton, Florida. Defendant HEALY has been registered with the FDOC as the president of Defendant NATIONWIDE since on or about August 25, 2014. NATIONWIDE purportedly provides Mortgage Relief and/or Foreclosure Rescue Services to homeowners/consumers in Florida and elsewhere.

### **SOUTHEAST BILLING, INC.**

43. Defendant SOUTHEAST BILLING, INC., d/b/a Home Defense Team (“SOUTHEAST BILLING”), is an active Florida for-profit corporation, formed by Defendant BILOTTI on or about March 17, 2009. SOUTHEAST BILLING is part of the HOME DEFENSE Enterprise, and listed the Enterprise’s address (4755 Technology Way, Suite 101-102, Boca Raton, Florida) as its principal and mailing address in filings with the FDOC.

44. Defendants BILOTTI and CONSIGLIO served together as officers and/or directors of SOUTHEAST BILLING from its inception until on or about December 14, 2015, when CONSIGLIO resigned as an officer (but thereafter continued to receive distributions as an owner). SOUTHEAST BILLING has operated the telemarketing side of the HOME DEFENSE Enterprise from separate offices within South Florida, including an office located at 5301 N. Federal Hwy, Suite 275, Boca Raton, Florida. SOUTHEAST BILLING has been used by the HOME DEFENSE Enterprise to collect and distribute unlawful, up-front fees for Mortgage Relief and/or Foreclosure Rescue Services from homeowner/consumers in Florida and elsewhere.

#### **ZOHAR BILLINGS INC**

45. Defendant ZOHAR BILLINGS INC (“ZOHAR BILLINGS”), is a voluntarily dissolved Florida, for-profit corporation formed by Defendant BILOTTI on or about May 13, 2010. ZOHAR BILLINGS was part of the HOME DEFENSE Enterprise and operated from the Enterprise offices located at 4755 Technology Way, Suite 102, Boca Raton, Florida. Defendants BILOTTI and CONSIGLIO served as the only officers and/or directors of Defendant ZOHAR BILLINGS from its inception in 2010, until it was voluntarily dissolved on or about March 17, 2014. Defendant ZOHAR BILLINGS was used by the Enterprise to collect unlawful, up-front fees for Mortgage Relief and/or Foreclosure Rescue Services from homeowner/consumers in Florida and elsewhere, and to disburse those illicit proceeds, directly and indirectly, to **THE DEFENDANTS**.

#### **TAX RESCUE FIRM INC.**

46. Defendant TAX RESCUE FIRM INC. (“TAX RESCUE”) is a voluntarily dissolved Florida, for-profit corporation formed by Defendant BILOTTI on or about June 18, 2010. TAX RESCUE was part of the HOME DEFENSE Enterprise and operated from the Enterprise offices located at 4755 Technology Way, Suite 102, Boca Raton, Florida. Defendant

BILOTTI was the only officer of TAX RESCUE from its inception until it was voluntarily dissolved on or about February 18, 2015. Defendant TAX RESCUE was used by the Enterprise to collect unlawful, up-front fees for Mortgage Relief and/or Foreclosure Rescue Services from homeowner/consumers in Florida and elsewhere, and to disburse those illicit proceeds, directly and indirectly, to **THE DEFENDANTS**.

### **THE RELIEF DEFENDANTS**

47. Relief Defendant **ROTELLI PIZZA & PASTA, INC.**, (“**Rotelli P&P**”), is an active Florida, for-profit corporation which operates out of the Enterprise’s offices in Boca Raton, Florida. Since in or about April 2007, BILOTTI has been the only registered officer (president) of Relief Defendant **Rotelli P&P**. Relief Defendant **Rotelli P&P** received an unknown amount, but at least approximately \$194,600, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

48. Relief Defendant **BILOTTI EXPRESS, INC.**, (“**BEI**”), is an active Florida, for-profit corporation which operates out of the Enterprise’s offices in Boca Raton, Florida. Defendant BILOTTI formed **BEI** in about June 1999 and is its only registered officer (president). Relief Defendant **BEI** received an unknown amount, but at least approximately \$138,300, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

49. Relief Defendant **SOUTHEAST FLORIDA HOLDING, INC.**, (“**SEF Holding**”), is a voluntarily dissolved Florida, for-profit corporation that was formed in about March 2009, and operated from the Enterprise’s offices in Boca Raton, Florida. Defendants BILOTTI and CONSIGLIO were the only registered officers of **SEF Holding** from its inception until it was voluntarily dissolved by BILOTTI on or about February 21, 2013. Relief Defendant **SEF Holding** received an unknown amount, but at least approximately \$96,500, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

50. Relief Defendant **SKYLINE PUBLISHING INC.** (“**Skyline**”), is an active Florida, for-profit corporation which operates out of the Enterprise’s offices in Boca Raton, Florida. Defendant BILOTTI formed **Skyline** in about June 2010, and is the company’s only registered officer (president). Relief Defendant **Skyline** received an unknown amount, but at least approximately \$170,000, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

51. Relief Defendant **ZOHAR HOLDINGS INC.** (“**ZHI**”), is a voluntarily dissolved Florida, for-profit corporation that was formed by BILOTTI on or about May 13, 2010. Defendant BILOTTI was the president of Relief Defendant **ZHI**, until filing articles to voluntarily dissolve the company on April 5, 2012. Relief Defendant **ZHI** received an unknown amount, but at least approximately \$243,100 of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

52. Relief Defendant **TRUE BLUE PARTNERS IRREVOCABLE TRUST** (“**True Blue**”) is an unincorporated trust created by Relief Defendant **BEI** and controlled by Defendants BILOTTI and HESS as the trustees. Relief Defendant **True Blue** received an unknown amount, but at least approximately \$298,800, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

53. Relief Defendant **CLASS IT UP IRREVOCABLE TRUST** (“**Class It Up**”) is an unincorporated trust created by Relief Defendant **True Blue**, with Defendant HESS as the sole trustee and beneficiary. Relief Defendant **Class It Up** received an unknown amount of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

54. Relief Defendant **MERCEDES-BENZO IRREVOCABLE TRUST** (“**Mercedes-Benzo**”) is an unincorporated trust controlled by Defendant HESS. Relief Defendant **Mercedes-**

**Benzo** received an unknown amount, but at least approximately \$17,500, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

55. Relief Defendant **RJC HOLDINGS, INC.** (“**RJC Holdings**”), is an active Florida, for-profit corporation which currently (since July 25, 2016) operates from offices located at 5455 N. Federal Highway, Suite F, Boca Raton, Florida. Defendant CONSIGLIO formed **RJC Holdings** in about July 2011, listing the Enterprises’ office address (4755 Technology Way, Suite 101) as the company’s mailing address and principal place of business. CONSIGLIO has been the only registered officer (president) of **RJC Holdings** since its inception. At various times, CONSIGLIO operated both **RJC Holdings** and SOUTHEAST BILLING from offices located at 5301 N. Federal Highway, Suite 275 in Boca Raton, Florida. Relief Defendant **RJC Holdings** received an unknown amount, but at least approximately \$207,700, of illicit proceeds from consumers through the HOME DEFENSE Enterprise.

#### **CHARLES WILLIAM BERGER**

56. CHARLES WILLIAM BERGER, a/k/a C. WILLIAM BERGER (“BERGER”), now deceased, was an adult, natural person who acted as the original “front man” for the HOME DEFENSE Enterprise from its inception until at least in or about July 2013. BERGER purportedly operated his own law practice through Defendant WILLIAM BERGER & ASSOCIATES, PA, out of the Enterprise’s offices, located at 4755 Technology Way, Suite 101-102, Boca Raton, Florida.

57. BERGER maintained one or more websites (including [www.BBergerlaw.com](http://www.BBergerlaw.com)) that were used in recruiting clients for the HOME DEFENSE Enterprise. He also permitted the Enterprise to mail advertising materials to consumers under his name, which offered Mortgage Relief and/or Foreclosure Rescue Services to homeowner/consumers in Florida and elsewhere.

58. BERGER was originally admitted to practice law in Pennsylvania and Florida in

1958 and 1981, respectively. After investigations were initiated by state bar organizations in Florida and South Carolina, BERGER filed a Petition for Disciplinary Revocation Without Leave to Reapply For Readmission with the Florida Supreme Court on or about July 9, 2013. On or about June 2, 2014, the Florida Supreme Court entered the requested Disciplinary Revocation Order, effectively disbaring BERGER from the practice of law in Florida. (In Re: Petition for Disciplinary Revocation of C. William Berger, Case No. SC13-1203).

59. In April 2014, the South Carolina Supreme Court also entered an Order to permanently debar BERGER from seeking any form of admission in the State of South Carolina (including *pro hac vice* admission), after finding, among other things, that he: 1) represented clients during 2012 and 2013 in foreclosure related matters in South Carolina, without having been admitted to practice law in the State; 2) prepared and filed pleadings in these foreclosure-related matters, some of which were frivolous; 3) neglected to attend hearings on motions he prepared and filed; and 4) charged and collected unreasonable fees from clients for the minimal work he did perform and then continued to collect fees from clients even after his representation ceased. (In the Matter of Charles William Berger, Case No. 2013-002535).

**STATEMENT OF FACTS AND THE DEFENDANTS’  
COURSE OF CONDUCT RELEVANT TO ALL COUNTS**

**ILLEGAL UP-FRONT FEES**

60. Since at least 2009, **THE DEFENDANTS** solicit, receive and accept illegal up-front payments from homeowners based on representations that the Enterprise will provide Mortgage Relief and/or Foreclosure Rescue Services. **THE DEFENDANTS** require and accept these up-front fees prior to the consumer executing a written agreement with the lender or servicer that incorporated an offer for loan modification and/or prior to receiving the promised foreclosure-related services.

61. Typically, **THE DEFENDANTS** have collected an initial, upfront fee ranging from about \$1,500 to \$2,500. Often, **THE DEFENDANTS** permit consumers to split the initial advance fee amount by making two or more separate payments. Thereafter, **THE DEFENDANTS** typically collected an additional, up-front monthly fee from the consumer, ranging from about \$400 to \$750 per month. **THE DEFENDANTS** routinely induced consumers to execute a written authorization that allowed SOUTHEAST BILLING, ZOHAR BILLINGS or TAX RESCUE to automatically withdraw these fees directly from the homeowner's bank account, or to charge the fees directly to the homeowner's credit card. Prior to about April 2013, Defendants BILOTTI, HESS and CONSIGLIO used STAYHOME's bank accounts to receive these illegal, up-front fees from consumers who paid via a check or money order.

62. In some instances, **THE DEFENDANTS** have also charged homeowner/consumers an up-front fee (of approximately \$600), for conducting a "forensic audit" that would purportedly identify errors in the consumers' mortgage loan documents, ferret out predatory lending practices, gather information to use in defending against foreclosure, and win concessions from their lender. In numerous instances, **THE DEFENDANTS** have failed to obtain the promised relief for their customers and have not provided refunds.

63. **THE DEFENDANTS** have routinely caused the up-front fees received from homeowner/consumers to be deposited into one or more operating accounts controlled by BILOTTI, HESS and/or CONSIGLIO, who are non-lawyers, rather than being deposited and held in a client trust account, as defined within, and required by, Regulation O. Defendants BILOTTI, HESS and CONSIGLIO have disbursed these up-front fees, directly and indirectly, to the Individual Defendants, the Relief Defendants and to other Enterprise affiliates, before the promised Mortgage Relief and/or Foreclosure Rescue Services were provided to the homeowner.

64. During 2013 and 2014, after several state bar investigations had been initiated

against BERGER, **THE DEFENDANTS** caused one or more client trust accounts to be opened, including accounts opened in the name of WBA, HDLF and NATIONWIDE. Nevertheless, in numerous instances, THE DEFENDANTS continued to deposit their customer's up-front fees into operating (non-trust) accounts maintained by SOUTHEAST BILLING, ZOHAR BILLINGS and/or TAX RESCUE.

65. In those instances where THE DEFENDANTS did deposit a homeowner/consumer's up-front fees into one of the above-mentioned client trust accounts, THE DEFENDANTS promptly transferred those monies to other non-trust accounts they controlled, before the promised Mortgage Relief and/or Foreclosure Rescue services were provided to the homeowner/consumer.

66. In connection with their deceptive scheme, **THE DEFENDANTS** further violated Regulation O, and numerous state bar regulations, by among other things:

- a. not being licensed to practice law in the state where a Mortgage Relief and/or Foreclosure Rescue Services client, or their client's home, was located;
- b. using an attorney's name (e.g., BERGER) in connection with solicitations to consumers for the Enterprise's Mortgage Relief and/or Foreclosure Rescue Services, when such attorney was not actively providing those services to Enterprise clients;
- c. misrepresenting material aspects of the legal services to be provided, including the likelihood of a favorable result or the cost of their services;
- d. Sharing legal fees for Mortgage Relief and/or Foreclosure Rescue Services with non-attorneys;
- e. Failing to keep Enterprise clients reasonably informed about their matters, including the potential for adverse outcomes;
- f. Failing to work diligently and competently on behalf of their clients;
- g. Engaging in a widespread telemarketing operation staffed by non-attorneys; and/or
- h. Engaging in various activities that constitute the unauthorized practice of law pursuant to the principles set forth by the Florida Supreme Court in *The Florida*

### **DECEPTIVE SALES SCHEME**

67. At all times material hereto, **THE DEFENDANTS** participated in various unlawful, deceptive and unfair acts and practices through the HOME DEFENSE Enterprise.

68. **THE DEFENDANTS** induced thousands of consumers in Florida and elsewhere to purchase Mortgage Relief and/or Foreclosure Rescue Services from the Enterprise based on false representations and promises that they would help the homeowner/consumers obtain a mortgage modification and/or relief from foreclosure.

69. The HOME DEFENSE Enterprise targeted homeowner/consumers who were in financial distress, behind on their mortgage loans, or in danger of losing their homes to foreclosure. These consumers typically had significant home mortgage loans, little or no equity in the property and were having difficulty making their monthly payments.

70. The HOME DEFENSE Enterprise used various marketing methods to promote their purported services to consumers, including websites, mailers, television advertisements, unsolicited outbound telemarketing calls, as well as inbound telemarketing calls from consumers responding to these other advertising methods. Consumers who call the toll-free numbers listed on these advertising materials speak with the Enterprises' telephone sales representatives employed through Defendant SOUTHEAST BILLING.

71. **THE DEFENDANTS** and their agents have created, maintained and used various websites to promote the Enterprise's mortgage assistance relief and/or foreclosure-related rescue services, including: [www.BBergerLaw.com](http://www.BBergerLaw.com); [www.BillBergerLaw.com](http://www.BillBergerLaw.com), [www.jfortganglaw.com](http://www.jfortganglaw.com); [www.HomeDefenseLaw.com](http://www.HomeDefenseLaw.com); [www.HomeDefenseTeam.com](http://www.HomeDefenseTeam.com); and [www.NationwideForeclosureDefense.com](http://www.NationwideForeclosureDefense.com).

72. The websites were designed to induce struggling homeowners to call the Enterprise for help in getting a reduction or forgiveness of their mortgage loan, a reduction in the interest rates and/or relief from foreclosure. Consumers viewing the Enterprises' websites are lead to believe, expressly and by implication, that their loan modification and/or foreclosure related cases will be handled by highly experienced attorneys employed by the Enterprise, who will fight aggressively and competently to save the consumers' home.

73. For example, the BBergerLaw.com website (which was registered by Defendant CONSIGLIO), included the following statements:

- “Make no mistakes, there are powerful strategies to fight **Foreclosure** and save your home. If you or someone you love is facing Foreclosure, don't trust your home to just any Lawyer. Contact an experienced Foreclosure Defense Lawyer from *Berger Law*. **Berger Law** has extensive knowledge in Foreclosure law, and we know how important your home is to you. That's why we're committed to providing our clients with the same aggressive defense that we would provide our own family members. Rest assured, if we take your case, we will stop at nothing and fight for your home.” (emphasis original)

74. The websites for [HomeDefenseTeam.com](http://HomeDefenseTeam.com) and [HomeDefenseLaw.com](http://HomeDefenseLaw.com) were substantially similar (if not identical) in many respects, including their layout, design, content, representations, contact information and testimonials), and contained, among others, the following representations and solicitations:

- “If you're in danger of foreclosure our attorneys can help.”
- “The attorneys at [our firm] are ready to get started on your case now. Get in touch with our legal team today for a no-cost consultation.”
- “[Our] specialization in Consumer Law, as well as its nationwide attorney network, has enabled the firm to successfully help homeowners avoid and stop the foreclosure process on a national scale.”
- “[Our] Associates' legal certification enables us to have our own loss mitigation department that works directly with the banks themselves, thereby avoiding the ‘runaround’ . . .”

- “We get your bank to listen to your needs because we know the law, and they know and trust us. . .”

75. Similarly, the [NationwideForeclosureDefense.com](http://NationwideForeclosureDefense.com) website touted the firms’ supposed legal experience, dedicated service and successful track record. The statements contained on the website included, among others, the following representations and solicitations:

- “Our Firm Has Helped *Thousands of Homeowners Avoid Foreclosure AND KEEP THEIR HOMES*”.
- “ If you’re facing a foreclosure, you are not alone, and we are here to help. Our attorneys hold themselves to the highest standards, and will fight the banks to ensure you have the best chance of keeping your home.”
- “Nationwide Foreclosure Defense Attorneys at Law is one of the oldest foreclosure defense firms in the country with an outstanding track record of success. We have yet to lose a home to a sheriff’s sale, ...”

76. **THE DEFENDANTS’** telemarketers also help create (or reinforce) the false impression that the homeowner’s loan modification and/or foreclosure-related case would be handled by highly experienced attorneys employed at the Enterprise. The telemarketers often portrayed themselves as being “Legal Assistants” employed at the HOME DEFENSE Enterprise, which they describe as “a national law firm.” The telemarketers suggest that the process to obtain a loan modification is too difficult for the homeowner to accomplish on their own, and stress the need to hire a well-qualified attorney with experience dealing with the banks.

77. In numerous instances, **THE DEFENDANTS’** representatives also made false and misleading representations and/or promises to prospective clients, including among others, that:

- a. the Enterprise could definitely reduce (if not eliminate) the homeowner’s principal balance;
- b. the Enterprise could definitely lower the homeowner’s interest rate;
- c. the Enterprise would accomplish loan modification services for the homeowner within about thirty (30) to sixty (60) days;
- d. the Enterprise would prevail in any related foreclosure defense litigation because

the lender had engaged in predatory lending or other fraudulent practices;

- e. the Enterprise had never lost a home because it only took on clients they could help and who had a valid case; and
- f. attorneys employed by the Enterprise would actively negotiate with the homeowner's lender to obtain Mortgage Relief and/or Foreclosure Related Services for the homeowner.

78. In numerous instances, **THE DEFENDANTS'** representatives also discourage consumers from communicating directly with their lenders or servicers, claiming the Enterprise would handle all such communications. For example, some consumers received form letters which stated:

“Thank you for choosing The Law Offices of C. William Berger, Esquire to handle your loan modification. Your loan is in processing and your lender has been contacted to inform them that we are working on a loan modification on your behalf. ... Please also keep in mind that we will be working directly with your lenders and providing them with your most up to date information, so please keep communications with them to a minimum. Any additional communication with them could delay the process.”

79. In numerous instances, **THE DEFENDANTS'** representatives also encouraged homeowner/consumers to stop making their required mortgage payments, even telling them that any resulting delinquency would assist in demonstrating the consumers' hardship to the consumers' lenders. In those instances, **THE DEFENDANTS'** representatives failed to disclose that if the consumer stopped making mortgage payments, they could lose their homes and damage their credit ratings.

**DEFENDANTS DO NOT PROVIDE THE PROMISED RELIEF/RESCUE  
SERVICES AND CAUSE CONSUMER INJURY**

80. Upon receiving payment of the initial, unlawful up-front fee, Defendants BILOTTI, CONSIGLIO and/or HESS assign the clients' file to other non-lawyer employees of the Enterprise (who are frequently referred to as “Processors” and/or Legal Assistants). Many of these “Processors” and/or Legal Assistants were active participants in **THE DEFENDANTS'**

scheme (including co-conspirators referred to herein as: LS, LC, CL and CW). In numerous instances, **THE DEFENDANTS** fail to obtain a loan modification, substantially reduce consumers' mortgage payments, or stop foreclosure on the consumer's home.

81. Often, **THE DEFENDANTS'** representatives and co-conspirators fail to return telephone calls and/or emails from these "clients," nor do they provide the "clients" with regular updates regarding developments in their cases. In many instances, the "loan processors" do little or nothing on the clients' behalf for extended periods of time, while the Enterprise obtains recurring monthly fees from the client. Often, the clients are reassigned from one "processor" to another "processor" within the Enterprise; the processors make repetitive requests for the same documents that the client has already provided to Enterprise; and the processors fail to timely communicate with the particular lender involved.

82. Defendants BILOTTI, CONSIGLIO and/or HESS instruct their "Processors" and "Legal Assistants" (including LS, LC, CL and CW) to periodically contact the clients in order to ensure that the clients continue to cooperate with, and pay up-front fees to, the Enterprise. In many instances, the processors provide the Enterprise's clients with false information regarding the status of their cases, they falsely reassure the client that loan modification and/or foreclosure-related relief services are being provided, and/or that the client's case is progressing satisfactorily.

83. Enterprise clients were often led to believe that HESS and/or her "assistants" are actually licensed attorneys, who worked for BERGER, ROBILLARD, WEST, HEALY, WBA, HDLF, HDT and/or NATIONWIDE. Co-conspirator LS, a law student, routinely drafted pleadings for Enterprise clients at HESS' direction and counseled them regarding their foreclosure litigation matters. Some of these pleadings were ultimately filed in court under the name of BERGER (via electronic filing or using a signature stamp maintained by HESS and BILOTTI). On other occasions, HESS' co-conspirators (including LS and LC) drafted and/or filed court

pleadings on behalf of Enterprise clients who resided outside the State of Florida, falsely indicating that the document(s) had been prepared on a “*pro se*” basis.

84. Rather than effectively assisting the homeowner/consumer, the Enterprise strings their “clients” along for as long as possible, charging substantial, recurring monthly fees, with little or no beneficial work performed. In many instances, the Enterprise fails to even have an attorney appear at scheduled court proceedings in connection with their clients’ foreclosure litigation; likewise, in many cases, the Enterprise does not secure a loan modification or any other meaningful relief for the homeowner/consumers. Defendants BILOTTI, HESS and CONSIGLIO are aware of these practices and cause the Enterprise to pay monthly bonuses/commissions to various non-lawyer employees of the Enterprise based upon the length of time the consumer/homeowner remains a “paying client.”

85. Many consumers believe that the HOME DEFENSE Enterprise is working on their loan modification and/or foreclosure rescue cases, and thus they postpone or forego seeking other relief that may be available to them, such as working directly with their lender, using a HUD-certified non-profit housing counselor, or entering foreclosure mediation.

#### **THE REPLACEMENT OF BERGER AS ENTERPRISE FRONTMAN**

86. As indicated above, The HOME DEFENSE Enterprise repeatedly misrepresented, expressly and by implication, that it had multiple attorneys on staff with vast experience handling loan modification and foreclosure defense matters, which created a high likelihood of success for their clients to receive a favorable loan modification and/or prevent foreclosure. In truth and in fact, BERGER was the only licensed attorney employed at the Enterprise before about July 2014 who had any significant legal experience. However, after about September 2012, BERGER essentially ceased working on client loan modification/foreclosure relief cases that had been (and were continuing to be) accepted by the Enterprise under his name.

87. In about Fall 2012, Defendants BILOTTI and HESS became aware of certain bar investigations that had been initiated against BERGER based on complaints received from several of the Enterprise's "clients." Thereafter, BILOTTI and HESS took steps to find a replacement for BERGER as the "front man" for the Enterprise. Among others, Defendants BILOTTI and HESS interviewed and attempted to recruit several recent law school graduates, as well as other attorneys who had little or no experience in conducting complex civil litigation, engaging in foreclosure-related rescue services, or otherwise negotiating mortgage loan modifications. At least three such Florida attorneys, who were interviewed and hired by Defendants BILOTTI and HESS, quickly resigned from the Enterprise, after becoming aware that HESS and other Enterprise affiliates were actively engaging in the unauthorized practice of law in connection with offering Mortgage Relief and/or Foreclosure Rescue Services.

88. Defendants ROBILLARD, WEST and HEALY subsequently joined the Enterprise and actively participated in the deceptive scheme described above during various time periods relevant hereto. Among other things, these defendants opened and/or maintained bank accounts on behalf of Defendants HDLF and/or NATIONWIDE and used those accounts to funnel consumer proceeds back to the Enterprise. These financial transactions were designed to help the HOME DEFENSE Enterprise conceal the true nature, source and location of the consumers' proceeds, as well as to facilitate and promote the Enterprise' deceptive scheme. Defendants ROBILLARD, WEST and HEALY also created, maintained and/or utilized websites on behalf of Defendants HDLF, HDT and/or NATIONWIDE to lure consumers to the HOME DEFENSE Enterprise.

**DEFENDANTS DO NOT PROVIDE REQUIRED DISCLOSURES  
TO THE HOMEOWNER/CONSUMERS**

89. In numerous instances, **THE DEFENDANTS** fail to clearly and prominently make

disclosures, both in their general commercial communications to the public for Mortgage Relief and/or Foreclosure Rescue Services, as well as in their consumer-specific commercial communications, that are required by law (Regulation O), including that:

- a. The consumer may stop doing business with the Enterprise at any time, and may reject an offer of mortgage assistance, if one is made, without having to pay for the services;
- b. If the consumer accepts any offer of mortgage assistance that is made, the consumer must pay the Enterprise for its services (with the specific amount or method for calculating the amount inserted in the disclosure); and
- c. Even if the consumer uses the HOME DEFENSE Enterprise's service, the consumer's lender may not agree to modify the loan.

90. **THE DEFENDANTS** further engaged in, initiated or promised to provide foreclosure-related rescue services without first executing a written agreement with the homeowner/consumer for such services satisfying the requirements of Section 501.1377(3) and (4), Fla. Stat. In many instances, **THE DEFENDANTS** did not provide the homeowner/consumer with any signed agreement at all for their Mortgage Relief and/or Foreclosure Rescue Services. In numerous other instances, **THE DEFENDANTS** provided homeowner/consumers with a written agreement that contained only a "stamped" or otherwise falsified signature purporting to be that of a licensed Florida attorney working for the HOME DEFENSE Enterprise. In truth and in fact, as **THE DEFENDANTS** well knew, the attorney listed on the written agreements was not going to perform the services specified in the agreement, but instead, an unlicensed (non-lawyer) individual would be assigned to purportedly complete the services under the supervision of a disbarred attorney, Defendant HESS.

91. In any event, those clients seeking foreclosure-related rescue services from the

Enterprise who did receive a written agreement (whether stamped, falsified or otherwise), were not provided an agreement containing, immediately above the signature line, a statement in at least 12-point uppercase type that substantially complied with the following disclosures:

#### HOMEOWNER'S RIGHT OF CANCELLATION

YOU MAY CANCEL THIS AGREEMENT FOR FORECLOSURE-RELATED RESCUE SERVICES WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FOLLOWING THE DATE THIS AGREEMENT IS SIGNED BY YOU.

THE FORECLOSURE-RESCUE CONSULTANT IS PROHIBITED BY LAW FROM ACCEPTING ANY MONEY, PROPERTY, OR OTHER FORM OF PAYMENT FROM YOU UNTIL ALL PROMISED SERVICES ARE COMPLETE. IF FOR ANY REASON YOU HAVE PAID THE CONSULTANT BEFORE CANCELLATION, YOUR PAYMENT MUST BE RETURNED TO YOU NO LATER THAN 10 BUSINESS DAYS AFTER THE CONSULTANT RECEIVES YOUR CANCELLATION NOTICE.

TO CANCEL THIS AGREEMENT, A SIGNED AND DATED COPY OF A STATEMENT THAT YOU ARE CANCELING THE AGREEMENT SHOULD BE MAILED (POSTMARKED) OR DELIVERED TO (NAME) AT (ADDRESS) NO LATER THAN MIDNIGHT OF (DATE).

IMPORTANT: IT IS RECOMMENDED THAT YOU CONTACT YOUR LENDER OR MORTGAGE SERVICER BEFORE SIGNING THIS AGREEMENT. YOUR LENDER OR MORTGAGE SERVICER MAY BE WILLING TO NEGOTIATE A PAYMENT PLAN OR A RESTRUCTURING WITH YOU FREE OF CHARGE.

92. As a result of the acts and practices described above, the Individual Defendants have unjustly enriched themselves, directly and indirectly, from the funds of distressed homeowner/consumers in Florida and elsewhere.

#### **THE DEFENDANTS OPERATE THROUGH A COMMON ENTERPRISE**

93. Defendants BILOTTI, HESS and CONSIGLIO have orchestrated their scheme using the Corporate Defendants, the Relief Defendants and numerous other affiliated entities as a "common enterprise." This common enterprise (referred to herein as "HOME DEFENSE Enterprise" or "the Enterprise") constitutes an ongoing organization which functions as a

continuing unit for the principal purpose of generating illicit proceeds to unjustly enrich the Individual Defendants at the expense of distressed homeowners.

94. Each of the Corporate Defendants exists (or existed) to participate in the same scheme, which involves falsely promising to provide Mortgage Relief and/or Foreclosure Rescue Services in exchange for unlawful, up-front fees paid to the Enterprise. For example,

- Defendants WBA, HDLF, HDT and NATIONWIDE provide clients “retainer agreements” indicating they will provide Mortgage Relief and/or Foreclosure Rescue Services; and they otherwise give homeowner/consumers the impression of being a legitimate law firm;
- Defendant SOUTHEAST BILLING operates the telemarketing activities that convince homeowner/consumers to pay unlawful, up-front fees primarily through SOUTHEAST BILLING, ZOHAR BILLINGS and/or TAX RESCUE, purportedly for Mortgage Relief and/or Foreclosure Rescue Services to be provided by through Defendants WBA, HDLF, HDT and/or NATIONWIDE; and
- Defendants STAYHOME, SOUTHEAST BILLING, ZOHAR BILLINGS and/or TAX RESCUE have collected, commingled and disbursed the unlawful, up-front fees received to, among other things, fund the Enterprise’s advertising and telemarketing operations, and enrich the Individual Defendants, primarily Defendants BILOTTI, HESS and CONSIGLIO.

95. Defendants BILOTTI, HESS and CONSIGLIO have created numerous other affiliated entities, which they also operate primarily from the Enterprise’s offices located at 4755 Technology Way, Suites 101-102, Boca Raton, Florida. These affiliated entities are used primarily for the purpose of opening bank accounts, which BILOTTI, HESS and CONSIGLIO use to facilitate and conceal the transfer of illicit proceeds among the co-schemers, and the disbursement of funds to operate the HOME DEFENSE Enterprise. In addition to the Corporate Defendants and Relief Defendants named above, other entities affiliated with the HOME DEFENSE Enterprise, include:

- **First Jet Holdings, Inc.;**
- **SEO Partners, LLC;**
- **Skyline International, Inc.;**
- **Blue Streak Holdings, Inc.;**

- **Attorney Compliance and Consulting;**
- **Attorney Management and Consulting, Irrevocable Trust; and**
- **Rhino Holdings One, Inc.**

96. The affiliated entities in the Enterprise often comingle their illicit funds, and use those funds to pay various expenses incurred by the Enterprise, including marketing expenses as well as salaries and commissions to Enterprise employees, agents and/or affiliates. Likewise, consumers' monies received by the Enterprise have been funneled through various bank accounts opened by STAYHOME, SOUTHEAST BILLING, ZOHAR BILLINGS, WBA, HDLF and/or NATIONWIDE, directly or indirectly, to the Individual Defendants and to the Relief Defendants they control.

### **NEED FOR INJUNCTIVE RELIEF**

97. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS** will result in irreparable injury to the public for which there is no adequate remedy at law.

### **COUNT 1**

#### **ADVANCE FEES IN VIOLATION OF REGULATION O**

**(As to all Defendants)**

98. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

99. At all times material hereto, **THE DEFENDANTS**, while acting as "Mortgage Assistance Relief Service Providers" under 12 C.F.R., Section 1015.2 of the MARS Rule, have asked for or received payment from consumers before those consumers have executed a written

agreement with the loan holder or servicer that incorporates an offer obtained by **THE DEFENDANTS**, in violation of Regulation O, 12 C.F.R. § 1015.5(a).

## COUNT 2

### MISREPRESENTATIONS IN VIOLATION OF REGULATION O (As to all Defendants)

100. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

101. At all times material hereto, **THE DEFENDANTS**, while acting as “Mortgage Assistance Relief Service Providers,” under 12 C.F.R., Section 1015.2 of the MARS Rule have violated Regulation O, 12 C.F.R. § 1015.3(a) and (b), by misrepresenting to one or more consumers, expressly or by implication, material aspects of such mortgage assistance relief services, including, but not limited to, misrepresenting:

- a. that the consumer should not contact or communicate with his or her lender or servicer [in violation of 12 C.F.R., Section 1015.3(a)];
- b. the likelihood of negotiating, obtaining, or arranging any represented services or result from their mortgage assistance relief services [in violation of 12 C.F.R. §1015.3(b)(1)];
- c. the amount of time it would take the Enterprise to accomplish the represented services or result from their mortgage assistance relief services [in violation of 12 C.F.R. §1015.3(b)(2)];
- d. the consumers’ obligation to make scheduled periodic payments or any other payments pursuant to the terms of the consumers’ dwelling loan [in violation of 12 C.F.R. § 1015.3(b)(4)];
- e. that **THE DEFENDANTS** had completed the represented mortgage assistance relief services or had a right to claim, demand, charge, collect, or receive payment or other consideration for such services [in violation of 12 C.F.R. § 1015.3(b)(7)];
- f. That the consumer would receive legal representation [in violation of 12 C.F.R. § 1015.3(b)(8)];

- g. the amount of money or the percentage of the debt amount that a consumer may save by using the mortgage assistance relief service [in violation of 12 C.F.R. § 1015.3(b)(10)]; and
- h. the total cost to purchase the mortgage assistance relief services [in violation of 12 C.F.R. § 1015.3(b)(11)].

### COUNT 3

#### **FAILURE TO MAKE CERTAIN DISCLOSURES IN VIOLATION OF REGULATION O** (As to all Defendants)

102. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

103. At all times material hereto, **THE DEFENDANTS**, while acting as “Mortgage Assistance Relief Service Providers,” under 12 C.F.R., Section 1015.2 of the MARS Rule, have violated Regulation O, 12 C.F.R. Section 1015.4(a)(1) and (2), by failing to make the following disclosures in all “general commercial communications” in a clear and prominent manner:

- a. “[The Enterprise] is not associated with the government, and our service is not approved by the government or your lender;” and
- b. “Even if you accept this offer and use our service, your lender may not agree to change your loan.”

104. At all times material hereto, **THE DEFENDANTS**, further violated Regulation O, 12 C.F.R. § 1015.4(b)(1), (2) and (3), by failing to make the following disclosures in all “consumer-specific commercial communications” in a clear and prominent manner:

- a. “You may stop doing business with us at any time. You may accept or reject the offer of mortgage assistance we obtain from your lender [or servicer]. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us (insert amount or method for calculating the amount) for our services;”
- b. “Even if you accept this offer and use our service, your lender may not agree to change your loan.”

### COUNT 4

#### **ASSISTING AND FACILITATING VIOLATIONS OF REGULATION O** (As to Defendants Bilotti, Hess, Consiglio, Robillard, West and Healy)

105. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

106. Section 1015.6 of the MARS Rule provides that, “It is a violation of this rule for a person to provide substantial assistance or support to any mortgage assistance relief service provider when that person knows or consciously avoids knowing that the provider is engaged in any act or practice that violates this rule.”

107. At all times material hereto, the HOME DEFENSE Enterprise was a “Mortgage Assistance Relief Service Providers,” with the meaning 12 C.F.R., Section 1015.2 of the MARS Rule, in that the Enterprise was a person, as defined in Regulation O, that has provided, offered to provide, or arranged for others to provide, mortgage assistance relief services, and was not, and is not, excluded from the MARS Rule’s application.

108. At all times material hereto, Individual Defendants BILOTTI, HESS, CONSIGLIO, ROBILLARD, WEST and HEALY were persons, as defined in Regulation O, that provided substantial assistance or support to a mortgage assistance relief service provider, i.e., the HOME DEFENSE Enterprise, when they knew or consciously avoided knowing that the provider, HOME DEFENSE Enterprise, was engaged in acts and/or practices that violated Regulation O, all in violation of Section 1015.6 of the MARS Rule.

### **COUNT 5**

#### **DECEPTIVE AND UNFAIR TRADE PRACTICES** **CHAPTER 501, PART II FLORIDA STATUTES** **(As to all Defendants)**

109. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

110. Chapter 501.204(1) of the FDUTPA (or “the Act”), declares that “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

111. The provisions of the Act are to be “construed liberally” to promote the protection of the “consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Section 501.202, Fla. Stat.

112. Section 501.203(3) of the FDUTPA defines a violation as any violation of the Act or the rules adopted under the Act and may be based upon, among other things, “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

113. Any person, firm, corporation, association, or entity, or any agent or employee thereof, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation, or a civil penalty of \$15,000 for each such violation if the deceptive or unfair act or practice victimizes or attempts to victimize a senior citizen; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. Sections 501.2075 and 501.2077 Fla. Stat.

114. THE DEFENDANTS have violated, and/or will continue to violate, Section 501.204 of the FDUTPA, by using deceptive and unfair practices in the marketing and selling of Mortgage Relief and/or Foreclosure Rescue Services, as more fully described in paragraphs 60 through 96, above. THE DEFENDANTS willfully engaged in the acts and practices described

herein when they have known or should have known that such acts and practices are unfair or deceptive or otherwise prohibited by law.

**COUNT 6**

**VIOLATIONS INVOLVING HOMEOWNERS DURING THE COURSE OF  
RESIDENTIAL FORECLOSURE PROCEEDINGS  
UNDER §501.1377(3)(b), FLORIDA STATUTES  
(CONSTITUTING A *PER SE* FDUTPA VIOLATION)  
(As to all Defendants)**

115. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

116. Section 501.1377(3)(b), Fla. Stat., Violations Involving Homeowners During the Course of Residential Foreclosure Proceedings, provides that: “In the course of offering or providing foreclosure-related rescue services, a foreclosure-rescue consultant may not: ... (b) Solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for foreclosure-related rescue services before completing or performing all services contained in the agreement for foreclosure-related rescue services.”

117. Pursuant to Section 501.1377(7), Fla. Stat., “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II (Chapter 501 Part II, Florida Statutes) of this chapter. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

118. At all times material hereto, **THE DEFENDANTS**, while acting as “Foreclosure-rescue consultants” under Section 501.1377(2)(b), Fla. Stat., have solicited and received an up-front fee from homeowners seeking foreclosure-related rescue services, before completing or performing all services contained in their agreement for foreclosure-related rescue services, as more fully described in paragraphs 60 through 96, above.

119. Accordingly, **THE DEFENDANTS** have violated and will continue to violate Section 501.1377(3)(b), Fla. Stat., and accordingly have committed unfair and deceptive acts or practices in trade or commerce, which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of the FDUTPA.

**COUNT 7**

**VIOLATIONS INVOLVING HOMEOWNERS DURING THE COURSE OF  
RESIDENTIAL FORECLOSURE PROCEEDINGS  
UNDER §§501.1377(3)(a) and (4), FLORIDA STATUTES  
(CONSTITUTING A *PER SE* FDUTPA VIOLATION)  
(As to all Defendants)**

120. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

121. Section 501.1377(3)(a), Fla. Stat. (Violations Involving Homeowners During the Course of Residential Foreclosure Proceedings), provides that: “In the course of offering or providing foreclosure-related rescue services, a foreclosure-rescue consultant may not: (a) Engage in or initiate foreclosure-related rescue services without first executing a written agreement with the homeowner for foreclosure-related rescue services ...” Section 501.1377(4), Fla. Stat., sets forth specific requirements and disclosures to be included in the written agreement for foreclosure-related rescue services.

122. Among other things, Section 501.1377(4)(a) requires that the written agreement be printed in at least 12-point uppercase type; be signed by both parties; specify the name and address of the person providing the foreclosure-related rescue services; and set forth the exact nature and specific detail of each service to be provided. In pertinent part, the statute further provides that:

- (1) the homeowner has the right to cancel the written agreement without any penalty or obligation within 3 business days after signing the written agreement [Section 501.1377(4)(b)];

- (2) the written agreement must contain, immediately above the signature line, a statement in at least 12-point uppercase that substantially complies with the disclosure of the “Homeowner’s Right of Cancellation,” as reflected in paragraphs 89 through 92, above [Section 501.1377(4)(c)]; and
- (3) the foreclosure-rescue consultant must give the homeowner a copy of the signed agreement within 3 hours after the homeowner signs the agreement. [Section 501.1377(4)(e)].

123. Pursuant to Section 501.1377(7), Fla. Stat., “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II (Chapter 501 Part II, Florida Statutes) of this chapter. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

124. At all times material hereto, **THE DEFENDANTS**, while acting as “Foreclosure-rescue consultants” under Section 501.1377(2)(b), Fla. Stat., failed to provide homeowners seeking foreclosure-related rescue services with a signed written agreement containing the all of the disclosures specified in Section 501.1377(4), Fla. Stats., as more fully described in paragraphs 60 through 96, above.

125. Accordingly, **THE DEFENDANTS** have violated and will continue to violate Sections 501.1377(3)(a) and (4), Fla. Stat., and thus have committed unfair and deceptive acts or practices in trade or commerce, which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of the FDUTPA.

### **COUNT 8**

#### **CIVIL THEFT IN VIOLATION OF SECTION 812.014(1), FLA. STAT.** **(As to all Defendants)**

126. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

127. Section 812.014(1), Fla. Stat., states that a person commits theft if he or she knowingly obtains or uses the property of another with the intent to deprive another person of a right to property and appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

128. As detailed above, **THE DEFENDANTS** have collected millions of dollars from consumers around the country seeking to obtain Mortgage Relief and/or Foreclosure Rescue Services by falsely promising, directly and indirectly, to stop, avoid, or delay foreclosure proceedings concerning the homeowner/consumers' residential real property, and/or falsely promising to assist the homeowners with curing a default or failure to timely pay with respect to a residential mortgage loan obligation. **THE DEFENDANTS** use these false promises to convince consumers to pay up-front fees to the HOME DEFENSE Enterprise before **THE DEFENDANTS** obtain, or in most instances even try to obtain, mortgage modifications and/or foreclosure-related rescue services for the homeowner/consumers they sign up. **THE DEFENDANTS** knew or should have known that these representations and promises were untrue.

129. **THE DEFENDANTS** often fail to inform or misinform clients, who were solicited to pay and did pay unlawful, up-front fees to the Enterprise, about the status of their cases, the consequences of related court rulings and proceedings (such as dismissal or being severed), and the likelihood of obtaining the desired relief (i.e., a loan modification or foreclosure relief). **THE DEFENDANTS**, directly and indirectly, engage in these and other deceptive acts and practices in order to induce the clients to keep paying monthly fees so as to continue receiving the purported Mortgage Relief and/or Foreclosure Rescue Services from the Enterprise.

130. **THE DEFENDANTS**, directly and indirectly, misrepresent to prospective clients, among other things, that the purported Mortgage Relief and/or Foreclosure Rescue Services can

be successfully completed in a relatively short time period (such as in 30 to 60 days). After convincing a prospective client to retain their “law firm,” **THE DEFENDANTS’** representatives often do little or no work for months at a time to actually help the client, while the Enterprise systematically charges and withdraws up-front fees from the clients’ financial accounts.

131. **THE DEFENDANTS** know, or should have known, that they cannot legally provide these services to clients who retain the HOME DEFENSE Enterprise. **THE DEFENDANTS** further knew, or should have known, that the Mortgage Relief and/or Foreclosure Rescue Services they offered would not likely provide the promised results to clients.

132. The monies collected by **THE DEFENDANTS** from these distressed homeowners are obtained with the intent to deprive the victims of their money and are appropriated for the use of **THE DEFENDANTS** and others not entitled to the funds.

133. Section 812.035(5), Fla. Stat., authorizes Plaintiff to seek relief for violations of Section 812.041, Fla. Stat., including ordering a defendant to divest himself of any interest in any enterprise and imposing reasonable restrictions on the future activities or investments of any defendant.

134. **THE DEFENDANTS’** actions have deprived numerous consumers of the monies paid for services that were never rendered, and all such consumers are entitled to full restitution from Defendants.

### **COUNT 9**

#### **VIOLATION OF THE FLORIDA TELEMARKETING ACT (CONSTITUTING A PER SE FDUTPA VIOLATION) (As to Defendants Southeast Billing, Bilotti, Hess and Consiglio)**

135. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth hereinafter.

136. At all times material hereto, Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO were “commercial telephone sellers,” who employed one or more “salespersons” as those terms are defined in Section 501.603(2) and (10), respectively, of the Florida Telemarketing Act, Chapter 501, Part IV, Fla. Stat. (hereinafter referred to as the “FTA”).

137. At all times material hereto, Defendant SOUTHEAST BILLING was a person who engaged in commercial telephone solicitation, as defined within the FTA, on its own behalf or through salespersons; it was not operating under (nor had it properly filed with the Florida Department of Agriculture and Consumer Services (“FDACS”)) a valid affidavit of exemption; and it was not exempted from Chapter 501, Part IV by Section 501.604, Fla. Stat.

138. Individual Defendants BILOTTI, HESS and CONSIGLIO, were the owners, operators, officers, directors, partners, and/or individuals engaged in the management activities of Defendant SOUTHEAST BILLING at all times material hereto. As such, they are also included as “commercial telephone sellers” under Section 501.603(2), Florida Statutes; they were not operating under (nor had they properly filed with FDACS) a valid affidavit of exemption; and they were not exempted from Chapter 501, Part IV by Section 501.604, Fla. Stat.

139. At all times material hereto, Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO employed, appointed, or authorized one or more salespersons who attempted to solicit and did solicit one or more sales on behalf of the HOME DEFENSE Enterprise, and who were not exempted, directly or indirectly, from Chapter 501, Part IV by Section 501.604, Fla. Stat.

140. At all times material hereto, Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO conducted telemarketing activities on behalf of the HOME DEFENSE Enterprise without having applied for, and/or having received, an appropriate license as a commercial telephone seller. These Defendants conducted their telemarketing activities through

various individuals who had not applied for, or received, an appropriate license as a salesperson of a licensed commercial telephone seller. Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO employed and were affiliated with these unlicensed salespersons who attempted to solicit and did solicit one or more sales on behalf of the Enterprise.

141. As described more fully above, Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO, while acting as commercial telephone sellers, have employed a device, scheme and artifice to deceive in connection with the offer and/or sale of Mortgage Relief and/or Foreclosure Rescue Services, in violation of Section 501.623(5).

142. Section 501.203(3)(c), Fla. Stat., states that a violation of Chapter 501, Part II, may be based on a violation of “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

143. Engaging in unlicensed commercial telephone sales activities, in violation of Sections 501.616(2), (3) and (4), and Section 501.623 (1) (2) and (3), Fla. Stat., offends established public policy and is substantially injurious to consumers, as well as competitors, and is therefore an unfair practice in violation of Section 501.204, Fla. Stat.

144. Likewise, employing, directly or indirectly, a device, scheme or artifice to deceive in connection with an offer or sale by a commercial telephone seller, in violation of Section 501.623(5), Fla. Stat., offends established public policy and is substantially injurious to consumers, as well as competitors, and is therefore an unfair and deceptive practice in violation of Section 501.204, Fla. Stat.

145. These above-described acts and practices of Defendants SOUTHEAST BILLING, BILOTTI, HESS and CONSIGLIO, have substantially injured and will likely continue to substantially injure and prejudice the public. Further, these substantial injuries are not outweighed

by any countervailing benefits to consumers or competition, and are not injuries that the consumers themselves could have reasonably avoided.

## **COUNT 10**

### **Unjust Enrichment of the Relief Defendants**

146. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 97 as if fully set forth herein.

147. The Relief Defendants have each obtained funds in connection with the FDUTPA and other violations alleged above, without a legitimate claim to those funds, and accordingly, were unjustly enriched. Under those circumstances, it is not just, equitable or conscionable for them to retain the funds unlawfully received from consumers throughout Florida and elsewhere.

148. The Relief Defendants should each be ordered to account for and disgorge the funds they received as a result of **THE DEFENDANTS'** FDUTPA and other violations alleged above.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, respectfully requests that this Court enter Judgment against the Defendant to:

A. ENTER judgment in favor of Plaintiff and against **THE DEFENDANTS** for each Count alleged in this Complaint.

B. AWARD Plaintiffs such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to temporary and preliminary injunctions, and an order providing for the turnover of business records, an asset freeze, immediate access and the appointment of a receiver, and the disruption of domain and/or telephone services.

C. Permanently ENJOIN **THE DEFENDANTS**, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction, prohibiting and enjoining such persons from, directly or indirectly:

1. Committing future violations of the FDUTPA; Sections 501.1377 (3) and (4), Fla. Stat. (Violations Involving Homeowners During the Course of Residential Foreclosure Proceedings); Regulation O; and the Florida Telemarketing Act;
2. Assisting or facilitating future violations of Regulation O;
3. Committing future acts of Civil Theft; and
4. marketing, soliciting, advertising, selling, providing, promoting, rendering, engaging in or accepting payment for any Mortgage Relief and/or Foreclosure Rescue Services.

D. AWARD restitution against **THE DEFENDANTS**, jointly and severally, to all consumers who are shown to have been injured as a result of **THE DEFENDANTS'** direct and/or *per se* violations of FDUTPA, pursuant to Section 501.207, Fla. Stat.

E. ASSESS civil penalties against **THE DEFENDANTS**, jointly and severally, pursuant to Sections 501.2075 and/or 501.2077, Fla. Stat., for each act or practice found to be in violation of FDUTPA.

F. AWARD attorneys' fees and costs against **THE DEFENDANTS**, jointly and severally, pursuant to Sections 501.2075, Fla. Stat., or as otherwise authorized by law.

G. ORDER the dissolution of Defendants WILLIAM BERGER & ASSOCIATES PA, HOME DEFENSE LAW FIRM, P.A., HOME DEFENSE TEAM P.A., and NATIONWIDE FORECLOSURE DEFENSE, P.A., and any fictitious names registered, and/or owned by, **THE DEFENDANTS**;

H. ORDER the rescission or reformation of contracts where necessary to redress injury to consumers;

I. ORDER disgorgement of ill-gotten proceeds against **THE DEFENDANTS** and **RELIEF DEFENDANTS**;

J. ORDER that all property, real or personal, including money, used by **THE DEFENDANTS** in the course of, intended for use in the course of, derived from, or realized through conduct in violation of a provision of Sections 812.012-812.037 or Section 812.081 be forfeited to the State of Florida.

K. AWARD against the **RELIEF DEFENDANTS**, jointly and severally, such equitable or other relief as is just and appropriate pursuant to Section 501.207, Fla. Stat., including, but not limited to, ordering that they each file a sworn accounting of all proceeds received from any of **THE DEFENDANTS**, repatriate assets and disgorge all ill-gotten gains necessary to satisfy any judgment.

L. GRANT such other relief as this Honorable Court deems just and proper.

Dated this 11th day of October, 2016.

