

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

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

Plaintiff,

vs.

Case No.: 09-90945 CA 03

**KIRKLAND YOUNG LLC**, a Florida limited liability company; **ATTORNEY AID LLC**, a Florida limited liability company, **DAVID BOTTON**, individually and as owner, manager and/or member of Kirkland Young, LLC; **BRIDGET GRANT**, individually and as owner, manager and/or member of Attorney Aid LLC; **ABK CONSULTANTS INCORPORATED**, a New York corporation; **APRIL BOTTON KRAWIECKI**, individually and as owner, officer and/or director of ABK Consultants Incorporated, and as owner, manager and/or member of Kirkland Young, LLC; **SAMY BOTTON**, individually and as owner, manager and/or member of Kirkland Young, LLC; **MICHAEL BOTTON**, individually; **RYAN MATTHEW GRANT**, individually; and **BRIAN MICHAEL ROKAW**, individually.

Defendants.

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**THE ORIGINAL FILED**  
**ON DEC 17 2009**  
**IN THE OFFICE OF**  
**CIRCUIT COURT DADE CO**  
**CIVIL DIVISION**

**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants **KIRKLAND YOUNG LLC**, a Florida limited liability company; **ATTORNEY AID LLC**, a Florida limited liability company, **DAVID BOTTON**, individually and as owner, manager, member and/or officer of Kirkland Young, LLC; **BRIDGET GRANT**, individually and as owner, manager, member and/or officer of Attorney Aid LLC; **ABK CONSULTANTS**

**INCORPORATED**, a New York corporation; **APRIL BOTTON KRAWIECKI**, individually and as owner, officer and/or director of ABK Consultants Incorporated; **SAMY BOTTON**, individually and as owner, manager and/or member of Kirkland Young, LLC; **MICHAEL BOTTON**, individually; **RYAN MATTHEW GRANT**, individually; and **BRIAN MICHAEL ROKAW**, individually, (hereinafter collectively referred to as “Defendants”).

### **JURISDICTION**

1. This is an action for damages and injunctive relief, brought pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2008).
2. This Court has jurisdiction pursuant to the provisions of said statute.
3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek damages, injunctive and other statutory relief pursuant to this part.
4. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida, including Dade and Broward County. Venue is proper in the Eleventh Judicial Circuit as the Defendants engaged in business in Miami-Dade County and/or because much of the conduct alleged below occurred in Miami-Dade County, Florida.
5. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Bill McCollum has determined that an enforcement action serves the public interest.
6. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2008).
7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2008).

8. Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2008).

### **DEFENDANTS**

9. Defendant Kirkland Young LLC is an active Florida limited liability company with a principal address of 2915 Biscayne Boulevard, Suite 303, Miami, Florida 33137.

10. Defendant Attorney Aid LLC is an active Florida corporation with a principal address of 17201 Biscayne Boulevard, Suite 3507, Sunny Isles Beach, Florida 33160.

11. Defendant ABK Consultants Incorporated is a New York corporation doing business in Miami-Dade County, Florida.

12. Defendant David Botton is an adult male over the age of twenty one and is sui juris. Upon information and belief, Defendant David Botton resides in Miami-Dade County, Florida.

13. Defendant David Botton was at all times material an owner, manager, member and/or officer of Defendant Kirkland Young LLC.

14. At all times material hereto, Defendant David Botton knew of and controlled the activities of Defendant Kirkland Young LLC. He had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendant Kirkland Young LLC as described below were unfair or deceptive and/or prohibited by law.

15. Defendant Bridget Grant is an adult female over the age of twenty one and is sui juris. Upon information and belief, Defendant Bridget Grant resides in Broward County, Florida.

16. Defendant Bridget Grant was at all times material an owner, manager, member and/or officer of Defendant Attorney Aid LLC.

17. At all times material hereto, Defendant Bridget Grant knew of and controlled the activities of Defendant Attorney Aid LLC. She had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendant Attorney Aid LLC as described below were unfair or deceptive and/or prohibited by law.

18. Defendant April Botton Krawiecki is an adult female over the age of twenty one and is sui juris. Upon information and belief, Defendant April Botton Krawiecki resides in Miami-Dade County, Florida.

19. Defendant April Botton Krawiecki was at all times material an owner, officer and/or director of ABK Consultants Incorporated, and an owner, manager, member and/or officer of Defendant Kirkland Young LLC.

20. At all times material hereto, Defendant April Botton Krawiecki knew of and controlled the activities of Defendant ABK Consultants Incorporated and Kirkland Young LLC. She had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendant ABK Consultants Incorporated and Kirkland Young LLC as described below were unfair or deceptive and/or prohibited by law.

21. Defendant Samy Botton is an adult male over the age of twenty one and is sui juris. Upon information and belief, Defendant Samy Botton resides in Broward County, Florida.

22. Defendant Samy Botton was at all times material an owner, manager, member and/or officer of Defendant Kirkland Young LLC.

23. At all times material hereto, Defendant Samy Botton knew of and controlled the activities of Defendant Kirkland Young LLC. He had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendant Kirkland Young LLC as described below were unfair or deceptive and/or prohibited by law.

24. Defendant Michael Botton is an adult male over the age of twenty one and is sui juris. Upon information and belief, Defendant Michael Botton resides in Ocean, New Jersey.

25. Defendant Michael Botton was at all times material a practicing attorney licensed with the State of New Jersey.

26. At all times material hereto, Defendant Michael Botton had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendants Kirkland Young LLC, Attorney Aid, LLC and/or ABK Consultants Incorporated as described below were unfair or deceptive and/or prohibited by law.

27. Defendant Ryan Matthew Grant is an adult male over the age of twenty one and is sui juris. Upon information and belief, Defendant Ryan Matthew Grant resides in Plano, Texas.

28. Defendant Ryan Matthew Grant was at all times material a practicing attorney licensed with the State of Texas.

29. At all times material hereto, Defendant Ryan Matthew Grant had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendants Kirkland Young LLC, Attorney Aid, LLC and/or ABK Consultants Incorporated as described below were unfair or deceptive and/or prohibited by law.

30. Defendant Brian Michael Rokaw is an adult male over the age of twenty one and is sui juris. Upon information and belief, Defendant Brian Michael Rokaw resides in Fort Pierce, Florida.

31. Defendant Brian Michael Rokaw was at all times material a practicing attorney licensed with the State of Florida.

32. At all times material hereto, Defendant Brian Michael Rokaw had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of Defendants Kirkland Young LLC, Attorney Aid, LLC and/or ABK Consultants Incorporated as described below were unfair or deceptive and/or prohibited by law.

33. At all times relevant to this action, Defendants marketed loan modification and foreclosure-related rescue services to consumers.

34. At all times relevant to this action, Defendants received funds from consumers for the implementation of the foreclosure-related rescue services.

**STATEMENT OF FACTS AND DEFENDANTS'**  
**COURSE OF CONDUCT**

35. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 34 as if fully set forth hereinafter.

36. Commencing on a date unknown, but at least subsequent to October 1, 2008, the Defendants engaged in various willful deceptive and unfair trade practices, as hereinafter set forth, in violation of Chapter 501, Part II, Florida Statutes (2008).

37. Commencing on a date unknown, but at least subsequent to October 1, 2008, the Defendants engaged in a systematic pattern of conduct designed and intended to induce consumers to purchase their services via a series of misrepresentations.

38. Section 501.1377(3)(b), Florida Statutes (2008), prohibits any person performing foreclosure-related rescue services from imposing a fee prior to the completion of the services.

39. Commencing on a date unknown, but at least subsequent to October 1, 2008, the Defendants solicited, advertised or otherwise offered services to homeowners for mortgage foreclosure-related rescue services.

40. Commencing on a date unknown, but at least subsequent to October 1, 2008, the Defendants solicited, charged and received upfront payment from homeowners for foreclosure-related rescue services in violation of Section 501.1377, Florida Statute (2008).

41. In order to utilize mortgage foreclosure-related rescue services, the Defendants required homeowners to pay to Defendants a non-refundable upfront fee of approximately \$499.00 - \$798.00.

42. In addition to the upfront fee, homeowners were to pay loan modification fees of approximately \$1,299.00 - \$2,299.00 for a first mortgage modification and approximately \$499.00 - \$699.00 for a second mortgage modification. These fees were often referred to as "back end fees."

43. In return for said payments from homeowners, Defendants represented to homeowners that Defendants would interact or otherwise work with the lenders to reduce the consumers' indebtedness and/or prevent foreclosure of the homeowners' houses.

44. The back end fees were allegedly due upon completion of the modification.

45. The Defendants represented to homeowners however, that the back end fees could be "rolled" into the loan.

46. The Defendants thereby implied that the lender would incorporate the modification fee into the new loan and that the homeowner would have no further expense other than the upfront fee.

47. The Defendants also made misrepresentations to homeowners regarding the need for “Qualifying Payments.” The Defendants falsely stated lenders required “Qualifying Payments” from homeowners in order to enter a lender’s modification program.

48. To facilitate the collection of additional fees, homeowners were required to setup escrow accounts with affiliated attorneys Michael Botton, Ryan Matthew Grant and Brian Michael Rokaw.

49. Defendants Michael Botton, Ryan Matthew Grant and Brian Michael Rokaw facilitated and furthered the misrepresentations made to homeowners through the use of the escrow accounts they maintained as attorneys and escrow agreements with homeowners.

50. Kirkland Young LLC and Attorney Aid LLC employees were instructed to misrepresent themselves as members of the “loan modification department” of the Law Offices of Michael Botton, Ryan Matthew Grant or Brian Michael Rokaw, depending on the geography of the homeowner.

51. Homeowners were thus misled into believing they were retaining attorney representation for their loan modification.

52. The Defendants set up automatic monthly payments from consumer’s bank accounts into the escrow accounts to collect the “Qualifying Payments.”

53. Lenders, however, do not require homeowners to pay a “Qualifying Payment” in order to qualify for a loan modification.



54. The requirement to pay into the escrow account was in fact a vehicle to collect escrow fees and to ensure the collection of loan modification fees prior to any modification being completed, in direct violation of Section 501.1377, Florida Statutes (2008).

55. The use of the escrow accounts generated additional fees for the Defendants.

56. Fees homeowners were required to pay from funds deposited into escrow included but were not limited to a Setup fee of \$18.99; Monthly Service Charge fee of \$12.00; Payment Into Account by Certified Check fee of \$9.99; Account Closing fee of \$19.99; Premium Disbursement fee of \$15.00; Statement Copy by email fee of \$8.99 and Statement Copy by regular mail fee of \$14.99.

57. The use of the escrow accounts also facilitated the collection of loan modification fees prior to any modification being completed.

58. Defendants Michael Botton, Ryan Matthew Grant and Brian Michael Rokaw obtained consumer funds from their escrow accounts by use of escrow agreements which stated that any funds accumulated in the escrow account not used as a "Qualifying Payment" were to be forwarded to the "Modification Company" and applied to any balance due for loan modification services.

59. Any payments made by the Defendants to lenders as a "Qualifying Payment", if at all, were arbitrary, and not based on a standard requirement by any lender.

60. The funds accumulated in the attorney escrow accounts were used primarily for the benefit of the Defendants, rather than for the purported purpose of assisting homeowners in being qualified for a loan modification by a bank.

61. Correspondence sent to homeowners by ABK Consultants Incorporated regarding the attorney escrow accounts furthered the misrepresentations by stating that ABK Consultants

Incorporated was “hired” by the respective attorney “...to continue working on your Escrow accounts.”

62. Service contracts between the Defendant attorneys and ABK Consultants Incorporated, however, reflect that ABK Consultants Incorporated could remove the attorney “...as the Escrow Agent and appoint another Escrow Agent of ABK’s choosing,” establishing ABK Consultants Incorporated hired the attorneys, not vice versa.

### **COUNT I**

#### **DECEPTIVE AND UNFAIR TRADE PRACTICES** **CHAPTER 501, PART II FLORIDA STATUTES**

63. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 62 as if fully set forth hereinafter.

64. Chapter 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

65. The Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, provides that “unfair 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.”

66. Defendants have violated Section 501.204(1) the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes (2008) by using deceptive and unfair practices in the marketing of loan modification and foreclosure-related rescue services likely to mislead consumers.

67. These above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.

68. 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.

69. As a result of the foregoing and as specifically heretofore set forth, Defendants have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapter 501, Part II of the Florida Statutes.

## **COUNT TWO**

### **VIOLATIONS INVOLVING HOMEOWNERS DURING THE COURSE OF RESIDENTIAL FORECLOSURE PROCEEDINGS**

70. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 62 as if fully set forth hereinafter.

71. Section 501.1377(3)(b), Florida Statutes (2008), prohibits any person performing foreclosure-related rescue services from imposing a fee prior to the completion of the services.

72. Subsequent to October 1, 2008, the Defendants solicited, charged and received upfront payment from homeowners for foreclosure-related rescue services in violation of Florida Statute § 501.1377.

73. In return for said payments from homeowners, Defendants represented to homeowners that Defendants would interact or otherwise work with the lenders to reduce the consumers' indebtedness and/or prevent foreclosure of the homeowners' houses.

74. As set forth in paragraphs 35 through 62 above, by charging an up-front fee to homeowners seeking foreclosure-related rescue services, Defendants have violated Section 501.1377(3)(b), Florida Statutes (2008).

75. As a result of the Defendants' aforesaid practices, Defendants have enriched themselves from the funds of distressed homeowners prior to rendering the represented services.

76. As a result of the foregoing and as specifically heretofore set forth, Defendants have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Section 501.1377 and Chapter 501, Part II of the Florida Statutes.

**WHEREFORE**, Plaintiff requests this court to enter Judgment for Plaintiff as follows:

1. As to Counts I and II, permanent injunctions against the Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with the Defendants who receive actual notice of this injunction, prohibiting and enjoining such persons from doing the following acts:

a. Violating the provisions of Section 501.1377 and Chapter 501, Part II, Florida Statutes (2008);

b. Engaging in any business activity or operations offering, soliciting, providing or otherwise generally dealing in or related to foreclosure and the residential and commercial real estate businesses, including but not limited to foreclosure defense, loan modification, loss mitigation, debt reduction, mortgage financing, sales and/or brokerage.

2. As to Counts I and II, award actual damages to all consumers who are shown to have been injured in this action, pursuant to Section 501.207(1)(c), (3) Florida Statutes (2008).

3. As to Count I, assess against Defendants herein civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each act or practice pursuant to Section 501.2075, Florida Statutes (2008).

4. As to Count I, assess against the Defendants herein civil penalties in the amount of Fifteen Thousand Dollars (\$15,000.00) for each act or practice found to be in violation of Section 501.2077(7), Florida Statutes (2008).

5. As to Count II, assess against the Defendants herein civil penalties in the amount of Fifteen Thousand Dollars (\$15,000.00) for each act or practice found to be in violation of Section 501.1377, Florida Statutes (2008).

6. As to Counts I and II, order the dissolution of Defendant **KIRKLAND YOUNG LLC**, a Florida limited liability company, and any fictitious names registered, and owned by, **KIRKLAND YOUNG LLC**.

7. As to Counts I and II, order the dissolution of Defendant **ATTORNEY AID LLC** a Florida limited liability company, and any fictitious names registered, and owned by, **ATTORNEY AID LLC**.

8. As to Counts I and II, order the dissolution of Defendant **ABK CONSULTANTS INCORPORATED**, a New York corporation, and any fictitious names registered, and owned by, **ABK CONSULTANTS INCORPORATED**.

9. As to Counts I and II, award reasonable attorneys fees pursuant to F.S. 501.2075.

10. As to Counts I and II, grant temporary relief pursuant to F.S. 501.207(3).

11. As to Counts I and II, waive the posting of any bond by Plaintiff in this action.

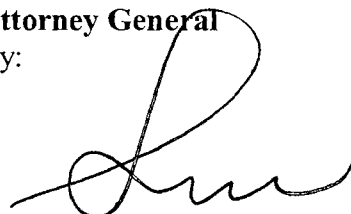
12. As to Counts I and II, grant such other relief as this Honorable Court deems just and proper.

Respectfully Submitted

**BILL McCOLLUM**

**Attorney General**

By:



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