

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL  
CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

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

Plaintiff,

Case No.:

vs.

LAURA L. HESS, ESQ.,  
LAURA HESS & ASSOCIATES, P.A.,  
HESS KENNEDY CHARTERED LLC, and  
THE CONSUMER LAW CENTER, LLC,  
Defendants.

**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendant **LAURA L. HESS, Esq.**, individually and Defendants **LAURA HESS & ASSOCIATES, P.A.**, a Florida corporation, **HESS KENNEDY CHARTERED LLC**, a Florida limited liability company, and **THE CONSUMER LAW**

**CENTER, LLC**, a Florida limited liability company (hereinafter collectively referred to as Defendants or Hess Kennedy).

### **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 (2001).

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. Venue is proper in the Seventeenth Judicial Circuit as the principal place of business of the Defendant entities is Broward 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. A copy of said determination was attached and incorporated herein as Plaintiff's Exhibit A to the original Complaint and is incorporated herein by reference.

6. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2001).

7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2001).

8. Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2001).

### **DEFENDANTS**

9. Defendant LAURA L. HESS, an adult over the age of twenty one, resides in and/or has a principal place of business at 210 North University Drive, Coral Springs, Florida, was at all times material an attorney licensed to practice law in the State of Florida and an owner, officer, manager, member and/or director of Defendants LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER LLC.

10. Defendant LAURA HESS & ASSOCIATES, P.A is a Florida for-profit corporation for the practice of law in the State of Florida, with a principal address of 210 North University Drive, Coral Springs, Florida.

11. Defendant HESS KENNEDY CHARTERED LLC is a Florida limited liability company, with a principal address of 210 North University Drive, Coral Springs, Florida.

12. Defendant THE CONSUMER LAW CENTER, LLC is a Florida limited liability company, with a principal address of 210 North University Drive, Coral Springs, Florida.

13. At all times material, Defendant LAURA L. HESS knew of and controlled the activities of LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE

CONSUMER LAW CENTER, LLC. Defendant LAURA L. HESS had actual knowledge or constructive knowledge fairly implied on the basis of objective circumstances, that the her acts and/or omissions and the acts/or omissions of the employees, agents, members, managers and representatives of Defendants LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC as described below, were unfair or deceptive and/or prohibited by law.

### **DECEPTIVE AND UNFAIR TRADE PRACTICES**

#### **CHAPTER 501, PART II FLORIDA STATUTES**

14. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 13 as if fully set forth hereinafter.

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

16. Commencing on a date unknown, but at least subsequent to May 23, 2005, the Defendants engaged in various willful deceptive and unfair trade practices, as set out further herein, in violation of Chapter 501, Part II, Florida Statutes (2001).

17. Commencing on a date unknown, but at least subsequent to May 23, 2005, the Defendants engaged in a systematic pattern of conduct designed and intended to induce consumers to purchase their services via a series of false and fraudulent representations.

**COUNT I**

*Defendants LAURA L. HESS and LAURA HESS & ASSOCIATES, P.A.*

18. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 17 as if fully set forth hereinafter.

19. On or about May 23, 2005, Laura L. Hess incorporated a for-profit Florida corporation under the name of Laura Hess, Inc.

20. The Articles of Incorporation provided that the purpose of Laura Hess, Inc. was “any and all lawful business” but not the rendering of professional legal services as required by F.S. §621.08.

21. Laura Hess, Inc. was organized under the provisions of Chapter 607 of the Florida Statutes.

22. On or about May 25, 2007, Articles of Amendment were filed changing the name of Laura Hess, Inc. to Laura Hess & Associates, P.A. but not changing the purpose to conform to the requirements of Chapter 621 of the Florida Statutes, contrary to F.S. §621.13(4).

23. On or about January 3, 2008, Laura Hess & Associates, P.A. filed an Annual Report listing Edward Cherry as an officer and director.

24. Edward Cherry is not an attorney licensed to practice law in the State of Florida. Section 621.09 of the Florida Statutes requires a shareholder or member of a professional legal

services corporation or limited liability company, respectively, to be an attorney licensed in the State of Florida to practice law.

25. Laura Hess & Associates, P.A. is the owner of the fictitious names Consumer Law Center and The Consumer Law Center (Coral Springs) filed with the Division of Corporations on or about September 6, 2007 and September 10, 2007, respectively. Said fictitious names violate the provisions of F.S. §621.12(4) as they are not “identical to [the professional service corporation’s] name”, i.e. Laura Hess & Associates.

26. Laura Hess & Associates, P.A. is the owner of the fictitious name Hess|Kennedy Chartered filed with the Division of Corporations on or about September 6, 2007. Said fictitious name violates the provisions of F.S. §621.12(4) as it is not “identical to [the professional service corporation’s] name”, i.e. Laura Hess & Associates.

27. Laura Hess & Associates, P.A. is also the part owner of Hess Kennedy Chartered LLC, in conjunction with a Cayman Islands business company. Defendants represent Hess Kennedy Chartered LLC to be a corporation responsible for processing consumer payments on behalf of the law firm. Laura L. Hess has testified that the predecessor in name to Hess Kennedy Chartered LLC was an international law firm. This ownership by Laura Hess & Associates, P.A. violates Chapter 621 of the Florida Statutes.

28. As a result of the foregoing acts and omissions, Laura Hess & Associates, P.A. has not conformed to the requirements of Chapter 621 of the Florida Statutes in order to be

qualified as a professional service corporation to render legal services in the practice of law in the State of Florida.

29. Defendants Laura L. Hess and Laura Hess & Associates, P.A. have misled and/or misrepresented to the public that Laura Hess & Associates, P.A. is a duly organized professional service corporation and qualified to render legal services in the practice of law in the State of Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes.

30. Defendants Laura L. Hess and Laura Hess & Associates, P.A. have misled and/or misrepresented to the public, including through internet advertisements, that Hess|Kennedy Chartered is a duly organized professional service corporation and qualified to render legal services in the practice of law in the State of Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes as said fictitious name is not “identical to [the professional service corporation’s] name”, i.e. Laura Hess & Associates.

## **COUNT II**

*Defendants LAURA L. HESS, LAURA HESS & ASSOCIATES, P.A.  
and HESS KENNEDY CHARTERED LLC*

31. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 30 as if fully set forth hereinafter.

32. On or about December 8, 2005, Laura L. Hess incorporated a for-profit Florida corporation under the name of Hess Kennedy Company.

33. The Articles of Incorporation stated that the purpose of Hess Kennedy Company was “any and all lawful business” but not the rendering of professional legal services as required by F.S. §621.08.

34. Hess Kennedy Company was organized under the provisions of Chapter 607 of the Florida Statutes.

35. On or about March 13, 2007, Articles of Amendment were filed changing the name of Hess Kennedy Company to Hess Kennedy Company Chartered and changing the purpose to read that the corporation may engage in or transact any or all lawful business; debt adjustment services incidental to the practice of law; and the practice of law. The amended purpose does not conform to the requirements of Chapter 621 of the Florida Statutes. Said Articles of Amendment were signed by the aforesaid Edward Cherry as Director. Defendant Laura L. Hess has admitted that Edward Cherry is a shareholder.

36. On or about August 31, 2007, Articles of Amendment were again filed changing the name of Hess Kennedy Company Chartered to Hess Kennedy Chartered LLC but not changing the purpose. The Articles of Amendment also set forth that the managing member of Hess Kennedy Chartered LLC was the aforesaid Cayman Islands business company. Said Articles of Amendment were signed by the aforesaid Edward Cherry. Defendant Laura L. Hess has admitted that Edward Cherry is a shareholder.

37. For the effective period of January 1, 2007 through December 31, 2007, Hess Kennedy Company, and thus its successors in name, Hess Kennedy Company Chartered and



Hess Kennedy Chartered LLC, were licensed by the Florida Office of Financial Regulation as a “Consumer Collection Agency”.

38. Defendants Laura L. Hess, Laura Hess & Associates, P.A. and Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, have misled and/or misrepresented to the public that Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, were attorneys at law licensed to render legal services in the practice of law in Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes.

39. Hess Kennedy Chartered LLC is owned by Laura Hess & Associates, P.A. in conjunction with a Cayman Islands business company. Defendants represent Hess Kennedy Chartered LLC to be a corporation responsible for processing consumer payments on behalf of the law firm. Laura L. Hess has testified that the predecessor in name to Hess Kennedy Chartered LLC was an international law firm.

40. Defendants have repeatedly and systematically entered into agreements for the rendering of legal services in the practice of law with residents of Florida and of other states representing the law firm signatory to the agreements as follows: a) Hess Kennedy Company; b) Hess Kennedy Company, Chartered Law Firm; c) Hess Kennedy Company Chartered; d) Hess Kennedy & Company; e) Hess Kennedy & Associates; f) Hess|Kennedy, Attorneys; g) Hess|Kennedy, PLLC; and h) Consumer Law Center.

41. On or about September 6, 2007, Laura Hess & Associates, P.A. registered the fictitious name Hess|Kennedy Chartered with the Division of Corporations. Said fictitious name

violates the provisions of F.S. §621.12(4) as it is not “identical to [the professional service corporation’s] name”, i.e. Laura Hess & Associates.

42. Commencing on a date unknown, but at least subsequent to September 6, 2007, Defendants have repeatedly used the name Hess|Kennedy, A Professional Association in its representations to the public.

43. None of the names set forth in the preceding paragraphs 40, 41 or 42 is or represents professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes in order to be professional service corporations or limited liability companies qualified to render legal services in the practice of law in the State of Florida.

44. Defendants Laura L. Hess, Laura Hess & Associates, P.A. and Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, have misled and/or misrepresented to the public that: a) Hess Kennedy Company; b) Hess Kennedy Company, Chartered Law Firm; c) Hess Kennedy Company Chartered; d) Hess Kennedy & Company; e) Hess Kennedy & Associates; f) Hess|Kennedy, Attorneys; g) Hess|Kennedy, PLLC; h) Hess|Kennedy, A Professional Association; i) Hess|Kennedy Chartered; j) Consumer Law Center; and k) Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, were attorneys at law licensed to render legal services in the practice of law in Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes.

**COUNT III**

*Defendants LAURA L. HESS, LAURA HESS & ASSOCIATES, P.A.*

*and THE CONSUMER LAW CENTER, LLC*

45. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 44 as if fully set forth hereinafter.

46. On or about December 4, 2006, Laura Hess, Inc., Jeff Campos, P.A. and David Kleiman, P.A. organized a for-profit Florida limited liability company under the name of The Consumer Law Center LC.

47. The Articles of Organization stated that the purpose of The Consumer Law Center LC was “any and all lawful business” but not the rendering of professional legal services as required by F.S. §621.08.

48. The Consumer Law Center LC was organized under the provisions of Chapter 608 of the Florida Statutes.

49. On or about October 4, 2007, Articles of Amendment were filed changing the name of The Consumer Law Center LC to The Consumer Law Center, LLC but not changing the purpose. The Articles of Amendment also set forth that the manager of The Consumer Law Center, LLC was changed to The Consumer Law Center Partners. Said Articles of Amendment were signed by the aforesaid Edward Cherry.

50. Laura Hess & Associates, P.A. is the owner of the fictitious names Consumer Law Center and The Consumer Law Center (Coral Springs) filed with the Division of Corporations on

or about September 6, 2007 and September 10, 2007, respectively. Said fictitious names violate the provisions of F.S. §621.12(4) as they are not “identical to [the professional service corporation’s] name”, i.e. Laura Hess & Associates.

51. For the effective period of July 23, 2007 through December 31, 2007, The Consumer Law Center LC, and thus its successor in name, The Consumer Law Center, LLC, was licensed by the Florida Office of Financial Regulation as a “Consumer Collection Agency”.

52. None of the names set forth in the preceding paragraphs 49, 50 or 51 is or represents professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes in order to be professional service corporations or limited liability companies qualified to render legal services in the practice of law in the State of Florida.

53. Defendants Laura L. Hess, Laura Hess & Associates, P.A. and The Consumer Law Center, LLC have misled and/or misrepresented to the public that The Consumer Law Center, LLC, including its aforesaid predecessor in name, plus Consumer Law Center and The Consumer Law Center (Coral Springs) were attorneys at law licensed to render legal services in the practice of law in Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes.

#### **COUNT IV**

*Defendants LAURA HESS & ASSOCIATES, P.A.,*

*HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

54. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 53 as if fully set forth hereinafter.

55. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC represent that their clients have entered into client agreements for the law firm (sic) to render debt settlement services. Said agreements also provide that the legal fees are nonrefundable and are to be paid first before any funds are aggregated in trust accounts for payment to creditors.

56. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC represent that they are professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes qualified to render legal services in the practice of law in the State of Florida.

57. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC mislead and/or misrepresent to the public that they are professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes and qualified to render legal services in the practice of law in the State of Florida, in violation of the provisions of Chapters 501 and 621 of the Florida Statutes

58. As a result of the foregoing, the individuals who executed client agreements with Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid

predecessors in name, and The Consumer Law Center, LLC have been misled and deceived into paying for putative legal services when said Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC were not duly organized professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes and qualified to render legal services in the practice of law in the State of Florida.

### **COUNT V**

*Defendants LAURA HESS & ASSOCIATES, P.A.,*

*HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

59. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 58 as if fully set forth hereinafter.

60. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have entered into client agreements with individuals for putative legal services referred to as debt settlement services.

61. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have also had individuals enter into client agreements with an entity called Debt Settlement of America for payment processing services and for Debt Settlement of America to negotiate with the individual's creditors.

62. Debt Settlement of America is not a professional legal services corporation or otherwise qualified to render legal services in the practice of law in Florida.

63. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have misled and/or deceived the public that debt settlement or debt adjustment is a service that they provide as attorneys or professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes and qualified to render legal services in the practice of law in the State of Florida.

**COUNT VI**

*Defendants LAURA HESS & ASSOCIATES, P.A.,  
HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

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

65. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have represented in the Articles of Amendment of Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, that debt settlement services or debt adjustment services are incidental to the practice of law.

66. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have engaged Debt Settlement of America to use its best efforts to settle debts for individuals.

67. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have deceptively foisted client agreements upon the public that provide that said Defendants will provide legal services for contract disputes/debt settlement but, at the same time, said client agreements exclude legal services for defense of creditor claims or litigation.

68. As a result of the foregoing, Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapter 501 of the Florida Statutes by inducing consumers to pay for putative legal services in the practice of law when said services are not legal services that are to be performed by professional services corporations or limited liability companies conforming to the requirements of Chapter 621 of the Florida Statutes and qualified to render legal services in the practice of law in the State of Florida.

#### **COUNT VII**

*Defendants LAURA HESS & ASSOCIATES, P.A.,*

*HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

69. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 68 as if fully set forth hereinafter.

70. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC represent to the public



that part of the money that consumers paid to said Defendants was nonrefundable as fees for putative legal services for debt settlement but that a portion of said money would be aggregated in a trust account for payment to the consumers' creditors.

71. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have misled and/or deceived the public by failing to establish a trust account for money to be aggregated for payment to creditors of consumers as expressly and impliedly represented to consumers and by failing to deposit any money of consumers into said trust account for payment to creditors.

#### **COUNT VIII**

*Defendants LAURA HESS & ASSOCIATES, P.A.,*

*HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

72. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 71 as if fully set forth hereinafter.

73. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC represent to the public that part of the money that consumers paid to said Defendants was nonrefundable as fees for putative legal services for debt settlement but that a portion of said money would be aggregated in a trust account for payment to the consumers' creditors.

74. Notwithstanding the foregoing representation, Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and

The Consumer Law Center, LLC have misled and/or deceived the public by establishing that until and unless a consumer paid his or her entire nonrefundable legal fee, no money would be aggregated for or paid to the consumer's creditors and by failing to conspicuously disclose this policy.

### **COUNT IX**

*Defendants LAURA HESS & ASSOCIATES, P.A.,*

*HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

75. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 74 as if fully set forth hereinafter.

76. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have misled and/or deceived the public by representing to consumers in correspondence, client contracts and/or other materials and advertisements, including on the internet, that Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and/or The Consumer Law Center, LLC is an international law firm with offices in jurisdictions throughout the United States and foreign countries.

77. It is unethical and improper for Florida licensed attorneys or professional services corporations or limited liability companies to represent the existence of offices in other jurisdictions if there are no bona fide offices in such other jurisdictions.

78. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have misled and/or deceived the public by representing on letterheads, client contracts and other materials furnished to the public that said Defendants comprise an international law firm with offices in New York, Illinois, New Jersey, Singapore, London, California, Grand Cayman, Washington, DC, South Carolina and Massachusetts.

79. Defendants Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC admit that, for cases outside Florida, said Defendants “request assistance from ... affiliate attorneys throughout the country”. An affiliate attorney by definition is not part of the Defendants’ law firm despite the Defendants’ misrepresentation to consumers as to locations of offices outside Florida.

### **COUNT X**

*Defendants LAURA L. HESS, LAURA HESS & ASSOCIATES, P.A.,  
HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

80. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 79 as if fully set forth hereinafter.

81. Defendants Laura L. Hess, Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have misled and/or deceived the public by engaging in a deceptive and misleading pattern of conduct as hereinafter set forth that subjects consumers to adverse legal consequences arising

from consumers' failure to make payment to creditors while the consumers make payments to said Defendants, Debt Settlement of America or other agents of said Defendants.

82. Said Defendants contact consumers and furnish to consumers, i.e. prospective clients, various materials, consisting principally of client contracts, welcome or introductory correspondence and internet based advertising.

83. The written contracts that Defendants furnish to prospective clients for signing and engagement of the Defendants are in various formats but are generically similar, except for one factor: the name by which the Defendants are described in the contracts.

84. Said Defendants are described in the client contracts by various names including, but not limited to, Hess Kennedy Company Chartered; Hess Kennedy & Company; Hess|Kennedy, A Professional Association; Consumer Law Center; Hess Kennedy Company; Hess|Kennedy, Attorneys; and even Debt Settlement of America. The Defendants' client contracts represent to clients that the law firm (sic) will render legal services referred to as debt settlement services.

85. The Defendants' client contracts also set forth, but not clearly and conspicuously, that a) the legal fees are nonrefundable and are to be paid first before any funds are aggregated in trust accounts for payment to creditors, b) the legal services are for contract disputes/debt settlement but, that legal services for defense of creditor claims or litigation are excluded, c) part of the money consumers pay to said Defendants is nonrefundable as fees for putative legal services for debt settlement but that a portion of said money would be

aggregated in a trust account for payment to the consumers' creditors, and d) until and unless a client paid his or her entire nonrefundable legal fee, no money would be aggregated for or paid to the client's creditors, notwithstanding the representation to the contrary.

86. Said Defendants also furnish to clients introductory correspondence and materials which represent that the Defendants will issue Fair Credit Billing Act (FCBA) dispute letters to the consumer's creditors, and then the consumer may stop paying the creditor but the creditor cannot take any legal action or other action to collect the credit card balance.

87. Said Defendants also post on the internet similar representations to consumers that once the Defendants issue Fair Credit Billing Act (FCBA) dispute letters to the consumers' creditors, consumers may stop paying creditors but the creditors cannot take any legal action or other action to collect the credit card balance.

88. Said Defendants have not clearly and conspicuously disclosed to consumers in any of the foregoing materials that said Defendants will not make payment to creditors of consumers *ab initio*, that is, from the beginning of the Defendants' engagement by consumers.

89. Said Defendants have not clearly and conspicuously disclosed to consumers in any of the foregoing materials that, as payment to creditors of consumers would not be made *ab initio*, that is, from the beginning of the Defendants' engagement by consumers, consumers would face risks from non-payment, such as litigation or other action to collect the indebtedness.

90. In instances when said Defendants sent, or caused to be sent, form FCBA dispute letters to creditors, said letters disputed the validity of all charges on the consumer's account, irrespective of the time when said charges were incurred, and requested that creditors not place the consumer's account into default.

91. Said Defendants have deceptively and misleadingly represented to consumers that the form FCBA dispute letters to creditors, disputing the validity of all charges on the consumers' accounts, were legally valid and effective to toll payment on consumers' accounts without placing the consumers into default and to settle outstanding indebtedness at minimal amounts.

92. Said Defendants have summarized their work as follows in response to a complaint filed by a consumer with the New Mexico Attorney General: "Bernadette retained this firm for ... auditing creditor compliance with the Truth-In-Lending Act, the Fair Credit Billing Act ... it was determined that the consumer's creditors were unlawfully calculating the annual percentage rate, daily periodic rate, and finance charges ... The firm sent notice in accordance with 15 U.S.C. § 1666 ... "

93. Said Defendants publicly represent that the foregoing audit and FCBA dispute notice work is not done by attorneys licensed to practice in the State of Florida and that a consumer's account is turned over to an attorney when the creditor's violations total \$50,000 to \$100,000.

93. Said Defendants' foregoing representations that the form FCBA dispute letters to creditors, disputing the validity of all charges on the consumer's account, are legally valid and effective to toll payment on consumers' accounts without placing the consumers into default are deceptive and misleading.

94. Federal Court decisions have issued which have decided that FCBA dispute letters to creditors, disputing the validity of all charges on the consumer's account, are not valid notices under 15 U.S.C. § 1666 and do not provide the consumer with rights to withhold payment or protection against creditor litigation under 12 C.F.R. 226.13(d).

95. As a result of said Defendants' deceptive and misleading pattern of conduct, various consumers have suffered financial losses. Examples of said consumers are as follows:

a. Bernadette Delgado of New Mexico paid said Defendants for three months but was terminated by her employer, Kirtland Federal Credit Union, who was also her credit card issuer, after said Defendants did not contact or make any payment to Kirtland Federal Credit Union during the three months that the consumer made payments to said Defendants.

b. F.R. of New York paid said Defendants for eleven months but whose credit card issuer, Chase Bank, was not contacted by or received any payment from said Defendants during the eleven months that the consumer made payments to said Defendants.

c. Jim Wideman of Wisconsin paid said Defendants for fifteen months but his credit card issuers did not receive any payment from said Defendants during the fifteen months that the consumer made payments to said Defendants, although said Defendants expressly represented

to the consumer in an email on April 11, 2006 that “[a]ll your accounts will be settled before money builds up in your escrow account.”

d. Sandra Boulon of Florida paid said Defendants for five months in the total amount of \$3533.78. Her credit card issuers had minimal or no contact with and received no payments from said Defendants, according to said Defendants’ activity log, during the five months that the consumer made payments to said Defendants. After Ms. Boulon complained to the Better Business Bureau, said Defendants refunded \$542.10 to her and also offered to refund her one-half of the total “non-refundable retainer and fees” of \$2354.34 paid by the consumer. Said Defendants’ client agreement with Ms. Boulon represented that 10% of the estimated settlement amount of \$19,025.08, that is \$1902.50, together with a portion of the fees would be paid upon execution of the agreement and the consumer paid \$2354.35 toward the settlement amount and fees as such down payment. Notwithstanding the contractual terms, said Defendants misrepresented that initial payments from consumers are all nonrefundable legal fees. In subsequent correspondence dated August 21 and August 29, 2007, said Defendants deceptively and misleadingly responded that Ms. Boulon’s client agreement “indicated that within 24 months, [said Defendants] would negotiate settlements with her creditors” and that “[s]ettlements on her accounts were not being processed because she did not have enough money in the trust account ...”

96. As a result of the foregoing, Defendants Laura L. Hess, Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The



Consumer Law Center, LLC have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapter 501 of the Florida Statutes

**COUNT XI**

*Defendants LAURA L. HESS, LAURA HESS & ASSOCIATES, P.A.,  
HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

97. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 96 as if fully set forth hereinafter.

98. As a result of the foregoing and as more specifically set forth in the foregoing Counts I through X, inclusive, Defendants Laura L. Hess, Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapter 501 of the Florida Statutes.

**COUNT XII**

*Defendants LAURA L. HESS, LAURA HESS & ASSOCIATES, P.A.,  
HESS KENNEDY CHARTERED LLC and THE CONSUMER LAW CENTER, LLC*

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

100. Commencing on a date unknown, but at least subsequent to May 23, 2005, the Defendants engaged in various willful deceptive and unfair trade practices, as heretofore set forth, providing “debt management services” to consumers to “[e]ffect the adjustment,

compromise, or discharge of any unsecured account, note, or other indebtedness” in violation of the provisions of Chapter 817 of the Florida Statutes (2007).

101. As a result of the foregoing and as more specifically set forth in the foregoing Counts I through X, inclusive, Defendants Laura L. Hess, Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, including its aforesaid predecessors in name, and The Consumer Law Center, LLC have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapters 501 and 817 of the Florida Statutes.

WHEREFORE, Plaintiff requests this court to enter the following Orders:

1. Grant permanent injunctions against Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with Defendants who receive actual notice of this injunction, prohibiting such persons from doing the following acts:
  - a. Violating the provisions of Chapter 501, Part II, Florida Statutes (2001); and/or
  - b. Engaging in any business activity or operations offering, providing or otherwise dealing in or related to debt counseling, debt adjustment, debt settlement, debt consolidation or debt management services for consumers.
2. Award actual damages to all consumers who are shown to have been injured in this action, pursuant to Section 501.206 (1) (c), Florida Statutes (2001).

3. Assess against Defendants herein civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes (2001).

4. Order the dissolution of **LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, THE CONSUMER LAW CENTER, LLC**, and all affiliated entities and/or trade names under which the Defendants do business, including but not limited to a) **Hess Kennedy Company**; b) **Hess Kennedy Company, Chartered Law Firm**; c) **Hess Kennedy Company Chartered**; d) **Hess Kennedy & Company**; e) **Hess Kennedy & Associates**; f) **Hess|Kennedy, Attorneys**; g) **Hess|Kennedy, PLLC**; h) **Hess|Kennedy, A Professional Association**; i) **Hess|Kennedy Chartered**; j) **Consumer Law Center**; k) **The Consumer Law Center (Coral Springs)**; and l) **Debt Settlement of America** .

5. Award reasonable attorneys fees pursuant to F.S. 501.2075.

6. Grant temporary relief pursuant to F.S. 501.207.

7. Waive the posting of any bond by Plaintiff in this action.

8. Grant such other relief as this Honorable Court deems just and proper.

Respectfully Submitted

**BILL McCOLLUM**

**Attorney General**

By: Fulvio Joseph Gentili

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Dated: February , 2008