

**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,

vs.

Case No.

**OUTREACH HOUSING, LLC,  
BLAIR L. WRIGHT , and  
BRYAN E. BERRY**  
Defendants.

**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL  
AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants  
**OUTREACH HOUSING, LLC**, a Florida limited liability company, **BLAIR L. WRIGHT** and  
**BRYAN E. BERRY** (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 (2007).
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 Defendants 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 (2007).

7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2007).

8. Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2007).

### **DEFENDANTS**

9. Defendant OUTREACH HOUSING, LLC is a Florida for-profit limited liability company, with principal place of business in Ft. Lauderdale, Broward County, Florida.

10. Defendant BLAIR L. WRIGHT is an adult over the age of twenty one, was at all times material owner, manager, member, and/or officer of Defendant OUTREACH HOUSING, LLC and resides in Ft. Lauderdale, Broward County, Florida.

11. Defendant BRYAN E. BERRY is an adult over the age of twenty one, was at all times material owner, manager, member, and/or officer of Defendant OUTREACH HOUSING, LLC and resides in Oakland Park, Broward County, Florida.

12. At all times material, Defendant BLAIR L. WRIGHT knew of and/or controlled the activities of OUTREACH HOUSING, LLC. BLAIR L. WRIGHT (hereinafter Wright) had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of OUTREACH HOUSING, LLC (hereinafter Outreach Housing), as described below, were unfair or deceptive and/or prohibited by law.

13. At all times material, Defendant BRYAN E. BERRY knew of and/or controlled the activities of OUTREACH HOUSING, LLC. BRYAN E. BERRY had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of OUTREACH HOUSING, LLC (hereinafter Outreach Housing), as described below, were unfair or deceptive and/or prohibited by law.

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

COUNT I

14. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 11 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 January 1, 2007, the Defendants engaged in various willful deceptive and unfair trade practices, as hereinafter set forth, in violation of Chapter 501, Part II, Florida Statutes (2007).

17. Commencing on a date unknown, but at least subsequent to January 1, 2007, 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.

18. On a date unknown but subsequent to January 1, 2007, Defendants solicited, advertised or otherwise offered services to Florida homeowners for mortgage default mitigation and/or foreclosure defense.

19. On a date unknown but subsequent to January 1, 2007, Defendants or their agents orally represented and/or otherwise stated to Florida homeowners that they would render assistance relating to mortgage default mitigation and/or foreclosure defense and that they should not make payments to their mortgage lenders as due.

20. Defendants require homeowners (called *clients* by Outreach Housing in its documents) to sign an agreement with Outreach Housing and to execute a Limited Power of Attorney appointing Wright as the homeowner's attorney-in-fact. The Limited Power of Attorney grants Wright the power to act on the homeowner's behalf, including the power to select Attorneys.

21. Attorneys licensed in Florida enter into an agreement with Outreach Housing which acknowledges that Outreach Housing retains Limited Power of Attorney for the homeowners (*clients*) and that Outreach Housing may remove any file from an Attorney with or without cause upon two week's written notice.

22. If legal services are needed, Attorneys pursue all legal claims on Outreach Housing's client's behalf (sic).

23. Outreach Housing's clients make monthly payments to Outreach Housing for its services. These monthly payments are placed in individual segregated accounts with Global Client Solutions, a division of Rocky Mountain Bank and Trust, over which Outreach Housing has power of attorney. Outreach Housing authorizes the release of these funds to Attorneys for filing fees and legal representation.

24. These subsequent monthly payments are shared between Outreach Housing and the selected Attorney on a pre-agreed basis.

25. The admissions contained in paragraphs 20-24 inclusive are derived from the Verified Complaint filed by OUTREACH HOUSING, LLC and BLAIR L. WRIGHT against Real Estate Law Group, PLLC and Kirsten Franklin in Miami-Dade Circuit Court, Case No.08-50446CA13. Defendant BLAIR L. WRIGHT signed the verification for the aforesaid Complaint but he is not an attorney licensed to practice law in the State of Florida. Defendant OUTREACH HOUSING, LLC is not a professional legal services limited liability company.

26. In contrast to the aforesaid admissions, Defendants represent to the public that:

- a. the homeowners (*clients*) control the funds in their segregated accounts;
- b. the Attorneys are not paid by Outreach Housing; and
- c. there is no division of the homeowners' (*clients*') funds between the Attorneys and Outreach Housing.

27. Defendants represent to consumers that they or their non-lawyer agents review and analyze the homeowners' mortgage closing documents, identifying violations of federal law, including the Truth-in-Lending Act and Real Estate Settlement Procedures Act, which have occurred.

28. Defendants' putative analyses of homeowners' mortgage documents for violations of federal law constitutes the unauthorized practice of law in accordance with the principles of the Florida Supreme Court. See State of Florida ex rel. The Florida Bar v. Sperry, 140 So.2d 587 (1962).

29. Defendants have engaged in the practice of law by employing Florida licensed attorneys to offer and provide legal services through the Defendants to *clients* of the Defendants.

30. Defendants have engaged in the practice of law by controlling the way Florida licensed attorneys provide legal services to *clients* of the Defendants.

31. Defendants have engaged in the practice of law by controlling the way Florida licensed attorneys are compensated for providing legal services to *clients* of the Defendants.

32. Defendants' business in offering and providing legal services to the public through Florida licensed attorneys which Defendants engage, control and compensate constitutes the unauthorized practice of law in accordance with the principles of the Florida Supreme Court. See The Florida Bar v. Consolidated Business and Legal Forms, Inc., 386 So.2d 797 (1980).

33. As a result of Defendants unfair and deceptive trade practices, Florida homeowners paid Defendants for putative services that constitute the unauthorized practice of law.

34. As a result of Defendants unfair and deceptive trade practices, Florida homeowners paid Defendants for putative services that were not rendered by Defendants.

35. As a result of Defendants unfair and deceptive trade practices, Florida homeowners paid Defendants for legal services of Attorneys that Defendants have impeded or

otherwise prevented from being rendered on and after August 15, 2008 as Defendants failed and refused to pay the Attorneys fees and costs for the Attorneys' services.

36. As a result of Defendants unfair and deceptive trade practices as aforesaid, Defendants have enriched themselves from the funds of distressed Florida homeowners without the rendering of the represented services and/or payments to mortgage lenders.

37. In response to homeowner inquiries, Defendants represent to homeowners that Defendants have caused civil actions or other pleadings to be filed in courts of competent jurisdiction on the homeowner's behalf, specifically accessing an attorney-client database to produce and distribute to homeowners unsigned pleadings that are not filed in courts of competent jurisdiction. In response to homeowner inquiries, Defendants represent to homeowners that Defendants will make a partial refund of payments made to Defendants upon the execution by the homeowner of a release of all claims against the Defendants.

38. 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 II

39. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 38 as if fully set forth hereinafter.

40. Defendants' actions and/or omissions as heretofore set forth constitute violations of the provisions of Chapter 817, Part IV of the Florida Statutes.

41. 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 III

42. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 41 as if fully set forth hereinafter.

43. Defendants' actions and/or omissions as heretofore set forth constitute violations of the provisions of Florida Statutes, § 877.01 and/or § 877.02.

44. 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.

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

1. Grant 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 such persons from doing the following acts:

a. Violating the provisions of Chapter 501, Part II, Florida Statutes (2007);



b. Engaging in any business activity or operations offering, soliciting, providing or otherwise generally dealing in or related to the residential and commercial real estate business, including but not limited to mortgage financing, sales and/or brokerage.

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 (2007).

3. Assess against the 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 (2007).

4. Order the dissolution of corporate Defendant OUTREACH HOUSING, LLC.

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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

Respectfully Submitted

**BILL McCOLLUM**

**Attorney General**

By: Fulvio Joseph Gentili

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