

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
ORANGE COUNTY, FLORIDA  
CIVIL ACTION**

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

Plaintiff,

CASE NO:

v.

WINBERG, LOPEZ, & RODRIGUEZ COMPANY,  
a/k/a WINEBERG, LOPEZ & RODRIGUEZ, P.A.,  
an unregistered fictitious name;  
WILLIAM R. RODRIGUEZ, JR., an individual; and  
FREDDY W. LOPEZ, SR., an individual;

Defendants.

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**COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES, AND OTHER STATUTORY  
RELIEF**

Plaintiff, STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS sues Defendants, Winberg, Lopez, & Rodriguez  
Company, a Florida for profit corporation, a/k/a Wineberg, Lopez & Rodriguez, P.A., an  
unregistered fictitious name, Freddy W. Lopez, Sr., an individual, and William R. Rodriguez, Jr.,  
an individual, collectively referred to herein as “Defendants” and alleges:

**JURISDICTION AND VENUE**

1. This is an action for injunctive and other statutory relief, brought pursuant to the  
following statutes:

- (a) Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Fla. Statutes (2008).
- (b) §501.1377(3)(b), Florida Statutes (2008), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings; and
- (c) §865.09(3), Florida Statutes (2008), Fictitious Name Act.

2. This court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2008).

3. All actions material to the complaint have occurred within four (4) years of the filing of this Action.

4. The statutory violations alleged herein occur in or affect more than one judicial circuit in the State of Florida, including Orange County.

5. Venue is proper in Orange County, Florida.

**PLAINTIFF**

6. The Plaintiff is an “enforcing authority” of Chapter 501, Part II, Florida Statutes (2008), and is authorized to bring this action and seek injunctive relief and other statutory relief pursuant to that chapter.

7. Plaintiff has conducted an investigation of the matters alleged herein and Attorney General Bill McCollum has determined that this enforcement action serves the public interest, as required by §501.207(2), Florida Statutes (2008).

**DEFENDANTS**

**Winberg, Lopez, & Rodriguez Company a/k/a Wineberg, Lopez & Rodriguez, P.A.**

8. Defendant Winberg, Lopez, & Rodriguez Company is an active, for profit Florida corporation, FEI Number 943448476, a/k/a Wineberg, Lopez & Rodriguez, P.A., an unregistered fictitious name, (hereafter “WL&R”),

9. WL&R is doing business at the following locations:

Orlando Office  
12707 S. John Young Pkwy., Suite 211  
Orlando, FL 32837  
407.854.5222 (ph), 407.857.6999 (fax), info@WL&Rloan.com (email)

St. Pete Beach Office  
6650 Gulf Blvd.  
St. Pete Beach, FL 32706  
727.363.4400 (ph), 727.363.4471 (fax), WL&Rstpete@verizon.net (email)

Old Winter Garden Office  
3249 Old Winter Garden Rd., Ste. 19  
Orlando, FL 32805  
407.253.2278 (ph) 407.253.2015 (fax), WL&Rcomp@gmail.com

10. At times relevant to this action WL&R advertised loan modification and foreclosure-related rescue services to homeowners at the following website addresses, [www.pleaselowermypayment.com](http://www.pleaselowermypayment.com), <http://www.pleaselowermypayment.info>, and <http://www.pleaselowermypayment.org>.

11. At all times relevant to this action WL&R engaged in trade or commerce as defined in §501.203(8), Florida Statutes (2008).

12. At all times relevant to this action WL&R offered foreclosure-related rescue services to consumers using the name Winberg, Lopez, & Rodriguez Company and the unregistered fictitious name, Wineberg, Lopez & Rodriguez, P.A.

**Freddy W. Lopez, Sr.**

13. Defendant Freddy W. Lopez, Sr., and (hereafter “Lopez”) is a natural person and serves as the vice president and a director for WL&R. Lopez, presently and at all times material to the allegations of this Complaint, participates in, controls, or possesses the authority to control WL&R’s acts and practices, and possesses actual or constructive knowledge of all material acts and practices complained of herein.

14. Mr. Lopez resides at 111 Guadalajara Dr., Kissimmee, FL 34743.

15. Mr. Lopez is represented to consumers to be a mortgage broker and a “real estate guru.” He does not have a Florida mortgage broker license.

16. Mr. Lopez is allegedly one-third owner of WL&R.

**William W. Rodriguez, Jr.**

17. Defendant William W. Rodriguez, Jr., (hereafter “Rodriguez”), is a natural person and serves as the registered agent, president and a director for WL&R. Rodriguez presently and at all times material to the allegations of this Complaint, participates in, controls, or possesses the authority to control WL&R’s acts and practices, and possesses actual or constructive knowledge of all material acts and practices complained of herein.

18. Mr. Rodriguez resides at 14355 Tambourine Dr., Suite 490, Orlando, FL 32837.

19. Mr. Rodriguez is represented to consumers to be a “mortgage specialist.”

20. Mr. Rodriguez. is allegedly one-third owner of WL&R.

**COMMERCE**

21. At all pertinent times Defendants engaged in trade or commerce, as defined by §501.203(8), Florida Statutes (2008), within the State of Florida and within Orange County.

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

*Defendants' Loan Modification and Foreclosure-Related Rescue Services*

22. At all pertinent times, Defendants marketed and continue to market loan modification and foreclosure-related rescue services to homeowners in Florida.

23. Defendants advertise and promote the loan modification and foreclosure-related rescue services to homeowners through WL&Rs websites [www.pleaselowermypayment.org](http://www.pleaselowermypayment.org), <http://www.pleaselowermypayment.info>, and <http://www.pleaselowermypayment.com>, and through radio, internet, and television advertisements.

24. Defendants' websites and advertisements prompt homeowners to call Defendants and inquire about Defendants' services. According to WL&R's websites, Defendants, "... Save Homes In Foreclosure." Defendants represent, "... there is still hope for people loosing (sic) there (sic) homes! Now more than ever! All you need is to prove that you undergoing a Financial Hardhsip (sic). We can help you modify the terms of your actual mortgage contract and negotiate with your lender so you can get a payment that is affordable to you. Our site is: [http://www.pleaselowermypayment.com/.](http://www.pleaselowermypayment.com/)" Defendants advertise loan conversion and the following services:

Loan Litigation Plans

- Repayment Plan
- Forbearance Agreement
- Mortgage Modification
- Pre-foreclosure or Short Sale
- Deed-in-Lieu of Foreclosure
- Refinancing
- Bankruptcy

25. In order to utilize Defendants' loan modification and foreclosure-related rescue services, homeowners must sign and return to Defendants a "LOAN MODIFICATION AGREEMENT."

The contract fails to comply with the disclosures required by §501.1377(4)(c), Florida Statutes (2008). Defendants' Loan Modification Agreement does not inform the homeowner of any of the following:

- (a) That WL&R is prohibited by law from accepting any up-front fee;
- (b) That WL&R must return any up-front fee within 10 days from the date that fee was collected;
- (c) That the homeowner should contact his/her lender or mortgage servicer prior to signing the agreement.

26. In order to utilize Defendants' loan modification and foreclosure-related rescue services, homeowners must pay a fee of \$1,995.00 (One Thousand Nine Hundred and Ninety Five Dollars) in advance.

27. Section 501.1377(3)(b), Florida Statutes (2008), prohibits a foreclosure-related rescue services company from imposing an up-front fee.

**COUNT ONE**

**PER SE VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES**

**DECEPTIVE AND UNFAIR TRADE PRACTICES**

28. Plaintiff repeats and realleges Paragraphs 1 through 27 with the same force and effect, as it fully set forth above.

29. 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."

30. Defendants have violated and will continue to violate the Florida Deceptive and Unfair Trade Practices Act, §501.201, Florida Statutes (2008), by using deceptive and unfair practices in the marketing of loan modification and foreclosure-related rescue services.

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

32. 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 TWO**

**VIOLATIONS OF §501.1377(3)(b), FLORIDA STATUTES**

**VIOLATIONS INVOLVING HOMEOWNERS DURING THE COURSE OF**

**RESIDENTIAL FORECLOSURE PROCEEDINGS**

**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES**

**DECEPTIVE AND UNFAIR TRADE PRACTICES**

33. The Plaintiff repeats and realleges Paragraphs 1 through 27 with the same force and effect, as it fully set forth above.

34. Section 501.1377(3)(b), Florida Statutes (2008), 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.”

35. Pursuant to §501.1377(7), Florida Statutes (2008), “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.”

36. As set forth above, by charging an up-front fee to homeowners seeking foreclosure-related rescue services, Defendants have violated and will continue to violate §501.1377(3)(b) and thus have committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of §501.204(1), Florida Statutes, (2008).

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

38. 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 THREE**  
**VIOLATIONS OF §865.09(3), FLORIDA STATUTES**  
**FICTITIOUS NAME ACT**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES**  
**DECEPTIVE AND UNFAIR TRADE PRACTICES**

39. The Plaintiff repeats and realleges Paragraphs 1 through 27 with the same force and effect, as if fully set forth below:

40. Section 865.09(3), Florida Statutes (2008), Fictitious Name Act, provides:

“A person may not engage in business under a fictitious name unless the person first registers the name with the division [Division of Corporations]”



41. Pursuant to §501.203(3)(c), Florida Statutes (2008), a violation of Florida Statutes, Chapter 501, Part II,(2008) may be based upon “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

42. As set forth above, Defendants are conducting business under the fictitious name Wineberg, Lopez & Rodriguez, P.A., when that fictitious name is not registered with the Florida Division of Corporations and have thus committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of §501.204(1), Florida Statutes (2008).

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

44. 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 FOUR**  
**VIOLATIONS OF §501.1377(4)(c), FLORIDA STATUTES**  
**VIOLATIONS INVOLVING HOMEOWNERS DURING THE COURSE OF**  
**RESIDENTIAL FORECLOSURE PROCEEDINGS**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES**  
**DECEPTIVE AND UNFAIR TRADE PRACTICES**

45. The Plaintiff repeats and realleges Paragraphs 1 through 27 with the same force and effect, as it fully set forth above.

46. Section 501.1377(4)(c), Florida Statutes (2008), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings, provides that:

“An agreement for foreclosure-related rescue services must contain, immediately above the signature line, a statement in at least 12-point uppercase type that substantially complies with the following:

#### 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. ”

47. Pursuant to §501.1377(7), Florida Statutes (2008), “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.”

48. As set forth above, by failing to comply with the disclosure requirements in §501.1377(4)(c), Defendants have committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of §501.204(1), Florida Statutes, (2008).

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

50. 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.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, respectfully requests that this Court grant:

A. Permanent injunctive relief against the Defendants for violations of Chapter 501, Part II, Florida Statutes (2008);

B. Permanent injunctive relief against the Defendants for violations of §501.1377(3)(b), and §501.1377(4)(c), Florida Statutes (2008), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings;

C. Permanent injunctive relief against the Defendants for violations of §865.09(3), Florida Statutes (2008), Fictitious Name Act;

D. Assess civil penalties against Defendants, in the amount of \$10,000 for each violation of Chapter 501, Part II, Florida Statutes, pursuant to §501.2075, Florida Statutes (2008);

E. Award the Plaintiff attorneys fees and costs pursuant to the provisions of Chapter 501, Part II, Florida Statutes, and as otherwise may be allowable by applicable statutes;

F. Require disgorgement of profits and award restitution and refunds to Florida consumers for each violation of Florida law; and

G. Award such other relief as the interests of justice shall require and that this Honorable Court may deem just and proper.

Respectfully Submitted,

BILL MCCOLLUM  
ATTORNEY GENERAL

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