

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

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

vs.

Case No.

**LINCOLN LENDING SERVICES, LLC., a  
Florida limited liability company,  
and RITA GOMEZ, individually  
and as Manager of Lincoln Lending Services,  
LLC.**  
Defendants.

**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL  
AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants  
**LINCOLN LENDING SERVICES, LLC., a Florida limited liability company, and RITA  
GOMEZ, individually and as Manager of Lincoln Lending Services, LLC.,** (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. Venue is proper in the Eleventh Judicial Circuit as the principal place of business of the Defendants is 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. 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 (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 LINCOLN LENDING SERVICES, LLC., (hereafter "LINCOLN") is an active Florida limited liability company with a principal address of 10 NW 42<sup>nd</sup> Ave., Suite 400, Miami, Florida 33126.

10. Upon information and belief, Defendant RITA GOMEZ (hereinafter “GOMEZ”) is an adult individual residing in Dade County, Florida.

11. At all times relevant to this action Defendant LINCOLN marketed loan modification and foreclosure-related rescue services to consumers in Florida and throughout the United States.

12. Defendant GOMEZ is a natural person and serves as the Manager for LINCOLN. At all times material to the allegations of this Complaint, she participates in, controls, or possesses the authority to control the acts and practices of Defendant LINCOLN, and possesses actual or constructive knowledge of all material acts and practices complained of herein.

13. 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 Dade County.

14. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2008).

15. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2008).

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

16. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 15 as if fully set forth hereinafter.

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

20. 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 (2007).

21. 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 false and fraudulent representations.

22. On a date unknown but subsequent to October 1, 2008, Defendants solicited, advertised or otherwise offered services to Florida homeowners for mortgage foreclosure-related rescue services.

23. On a date unknown but subsequent to October 1, 2008, the Defendants represented to Florida homeowners that they would render foreclosure-related rescue services. On a date unknown but subsequent to October 1, 2008, the Defendants solicited, charged and received payment from Florida homeowners for foreclosure-related rescue services. In return for said payments from Florida homeowners, Defendants represented to Florida homeowners that Defendants would interact or otherwise work with the lenders to reduce the consumers' indebtedness and/or prevent foreclosure of the homeowners' houses.

24. Subsequent to October 1, 2008, the Defendants solicited, charged and received upfront payment from Florida homeowners for foreclosure-related rescue services in violation of F.S. § 501.1377. In return for said payments from Florida homeowners, Defendants represented to Florida homeowners that Defendants would interact or otherwise work with the lenders to reduce the consumers' indebtedness and/or prevent foreclosure of the homeowners' houses.

25. In order to utilize Defendants' loan modification and foreclosure-related rescue services, homeowners must sign and return to Defendants two distinct contracts.



26. The first of these contracts calls for a “forensic analysis” of the consumers’ closing and mortgage documents. The alleged purpose of this analysis is to determine whether there were errors or fraud in the original mortgage papers or closing documents. For this “forensic analysis,” Defendants charged a non-refundable up-front fee of twenty-seven hundred dollars (\$2,700.00). This contract does not contain the provisions required by F.S. § 501.1377. A “forensic analysis” is a foreclosure-related rescue service for which up-front fees are prohibited pursuant to F.S. § 501.1377.

27. The second contract is allegedly for “loan modification” services. This contract called for payment of nine hundred and ninety-nine dollars (\$999.00), to be paid upon completion of the loan modification. According to the written terms of this contract, the consumer was ultimately responsible for the payment of this fee, however consumers were told verbally that this money would actually be paid by the bank as part of President Obama’s stimulus package.

28. Section 501.1377(3)(b), Florida Statutes (2008), prohibits any person performing foreclosure-related rescue services from imposing an up-front fee.

29. Subsequent to October 1, 2008, Defendants engaged or otherwise involved and/or compensated Florida licensed attorneys, specifically Florida Foreclosure Law Center, LLC and/or Florida Homeowner Assistance Center, LLC, to provide legal services to the homeowner clients of the Defendants.

30. Defendants’ business in offering legal services to the public directly, or indirectly through Florida licensed attorneys which Defendants engage or otherwise involve and/or compensate, constitutes the unauthorized practice of law in accordance with the principles of the

Florida Supreme Court pursuant to The Florida Bar v. Consolidated Business and Legal Forms, Inc., 386 So.2d 797 (1980).

31. As a result of the Defendants' aforesaid practices, Defendants have enriched themselves from the funds of distressed Florida homeowners without the rendering of the represented services.

32. Florida Statutes, § 877.02(1) makes it unlawful for any person to make it a business to solicit or procure legal business for attorneys.

33. Defendants solicited, advertised or otherwise offered legal services to Florida homeowners for mortgage foreclosure defense and/or foreclosure-related rescue services.

34. Defendants' business includes, but is not limited to, procuring agreements and payments from homeowners for attorneys to render legal services to homeowners for mortgage foreclosure defense and/or foreclosure-related rescue services.

35. Defendants' actions as heretofore set forth constitute violations of the provisions of Florida Statutes, § 877.02(1).

36. Defendants represent to homeowners that attorneys can take their cases although Florida licensed attorneys cannot accept referrals from the Defendants since the Defendants' lawyer referral service is neither not-for-profit nor complies 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).

37. 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 and enjoining 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 foreclosure and the residential and commercial real estate businesses, including but not limited to foreclosure defense, loss mitigation, debt reduction, 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 (2008).

3. 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 Chapter 501, Part II, Florida Statutes (2008).

4. Order the dissolution of Defendant Lincoln Lending Services, 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 March, 2009.

Respectfully Submitted,

**BILL McCOLLUM**

**Attorney General**

By:

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