

**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.

JPB CONSULTING, INC.,  
a Florida Corporation,  
a/k/a JB CONSULTING,  
d/b/a MORTGAGE MODIFICATION SOLUTIONS

and

JUAN P. BORDALI, 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, JPB CONSULTING, INC, a Florida  
Corporation, a/k/a JB CONSULTING, d/b/a MORTGAGE MODIFICATION SOLUTIONS, and  
JUAN P. BORDALI, Sr., a/k/a John Bordali, 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 Florida  
Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2008).

2. This action is also brought pursuant to the following statutes and codes:
  - (a) §§ 501.1377(3)-(4), Florida Statutes (2008), Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings; and
  - (b) § 817.014(1)(b), Florida Statutes (2008), Civil Theft.
  - (c) § 2-2.002, Florida Administrative Code (2008), Advertising in Languages other than English.
3. This court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2008).
4. All actions material to the complaint have occurred within four (4) years of the filing of this Action.
5. The statutory violations alleged herein occur in or affect more than one judicial circuit in the State of Florida, including Orange County, and the Ninth Judicial Circuit.
6. Venue is proper in Orange County, Florida.

#### **PLAINTIFF**

7. 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.
8. 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**

### ***JPB Consulting, Inc. a/k/a JB Consulting d/b/a Mortgage Modification Solutions***

9. Defendant JPB Consulting, Inc., (hereafter “JPB”) is an active Florida for-profit corporation with its principal address at 1034 Plaza Drive, Kissimmee, Florida, 34743. JPB is also known as JB Consulting which also does business as Mortgage Modification Solutions.

10. At all times relevant to this action, Defendants marketed loan modification and foreclosure-related rescue services to homeowners and engaged in trade or commerce as defined in § 501.203(8) Florida Statutes (2008).

### ***Juan P. Bordali, Sr.***

11. Defendant Juan P. Bordali, Sr. a/k/a/ John Bordali (hereafter “Mr. Bordali”) is a natural person and serves as the President for JPB. As President of JPB, Mr. Bordali, presently and at all times material to the allegations of this Complaint, participates in, controls, or possesses the authority to control JPB’s acts and practices, the acts and practices of JB Consulting and the acts and practices of Mortgage Modification Solutions, and possesses actual or constructive knowledge of all material acts and practices complained of herein. Mr. Bordali resides at 1407 Stickley Avenue, Celebration, FL 34747.

12. Mr. Bordali is registered with the Florida Department of State, Division of Corporations as both the Registered Agent and President for JPB.

## **COMMERCE**

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 Orange County.

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

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

14. At all pertinent times, Defendants marketed and continue to market loan modification and foreclosure-related rescue services to homeowners in Florida, advertising and promoting their services through posters and signs in neighborhood shops and stores, and through persons handing out advertising brochures at neighborhood shops and stores.

15. Defendants represent to homeowners that Defendants can negotiate with the homeowner's lender for the following:

- (a) "We negotiate with your current mortgage lender on your behalf to reduce the principle[sic] amount of your loan to the current (depreciated) value of your home;"
- (b) "We lower your principle[sic];"
- (c) "We lower your interest rate;"
- (d) "We prevent you from foreclosing on your home;" and
- (e) "We evaluate your current loan to see if you qualify for the new FHA program."

See Exhibit 1 attached hereto (advertising brochure for Mortgage Modification Solutions).

16. Defendants also contract with homeowners to provide the following services:

- (a) "Contacting the mortgage lenders identified in my JPBC Foreclosure Prevention Program;"
- (b) "Request that mortgage lenders contact JPBC rather than me;"
- (c) "Attempt to obtain the loss mitigation solution that is appropriate for my situation, which may include loan modification, forbearance, loan restructuring, short-refinance,

short-payoff, re-payment plan or deed-in-lieu of foreclosure authorization.” See Exhibit 2 attached hereto (“JPB Consulting Inc Client Contract”).

17. Defendants require homeowners to pay an up-front fee before the Defendants will render any loan modification and foreclosure-related rescue services and, in fact, Defendants collected and received up-front fees from homeowners.

18. The up-front fees charged and collected by the Defendants ranged from a low of \$1,100.00 (One Thousand One Hundred dollars) to a high of \$3,500.00 (Three Thousand Five Hundred dollars). The six homeowners referenced below are among the 31 complaints this office received from homeowners regarding Defendants. Based on the complaints received from these 31 homeowners, Defendants collected \$36,154.00 in up-front fees. See Exhibit 3, Affidavit of Alan Brodsky, dated August 10, 2009 (“Brodsky Aff.”) ¶5. See also Exhibit 4, Affidavit of Elias Ortiz, dated June 15, 2009 (“Ortiz Aff.”) ¶¶6, 13 (and attached bank check #6699662 for \$1,100.00 and receipt dated March 27, 2009); Exhibit 5, Affidavit of Danilo A. Rodriguez, dated May 27, 2009, (“Rodriguez Aff.”) ¶6 (and attached checks #602 for \$500.00, dated March 31, 2009, #603 for \$400.00 dated March 31, 2009 and #634 for \$600.00, dated April 15, 2009); Exhibit 6, Affidavit of Edith Perez, dated May 27, 2009, (“Perez Aff.”) ¶¶6 and 15 (and attached check #310 for \$700.00 dated April 14, 2009, receipts No. 637641 for \$495.00, #637679 for \$400.00, #637653 for \$400.00); Exhibit 7, Affidavit of Luz Cintron, dated May 28, 2009, (“Cintron Aff.”) ¶¶6 and 15 (and attached check #1895 for \$1,100.00 dated March 5, 2009); Exhibit 8, Affidavit of Luis A. Gonzalez, dated June 6, 2009 (“Gonzalez Aff.”) ¶¶6, 7 and 13 (attached bank statement with check #956 for \$1000.00 debited from account) and Exhibit 9, Affidavit of Elba Ayara Ramos, dated June 1, 2009 (“Ramos Aff.”) ¶¶6 and 7 (attached checks # 2612 dated March 10, 2009 for \$550.00, and # 2613 dated March 10, 2009 for \$550.00).

19. §501.1377(3)(b), Florida Statutes (2008) prohibits a foreclosure-related rescue services company from charging an up-front fee.

20. §501.1377(3)(a) , Florida Statutes (2008) requires a written agreement before any foreclosure rescue services are performed and F.S. 501.1377 (4) specifies that certain required language be in the written agreements advising homeowner's of the following:

- (a) That Defendants are prohibited by law from accepting any up-front fee;
- (b) That Defendants must return any up-front fee within 10 days from the date that fee was collected;
- (c) That the homeowner may cancel by sending Defendants a signed notice of cancellation within three days of the date of the contract; and
- (d) That the homeowner should contact his/her lender or mortgage servicer prior to signing the agreement.

21. The written agreements given to homeowners by Defendants fail to include the language required by § 501.1377(4), Florida Statutes (2008)<sup>1</sup>.

22. Defendants regularly disseminate advertisements in Spanish but Defendants do not provide homeowners with a copy of the contractual terms in any language other than English.

23. Defendants continue to sign up new homeowners to contracts and continue to take in upfront fees in violation of §501.1377, Florida Statutes (2008).

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<sup>1</sup> The written agreements given to homeowners by Defendants vary. Some are in the name of JPB or Mortgage Modification Solutions and others purport to be retainer agreements with a law firm that formerly represented Defendants. None of the documents given to homeowners by Defendants contain the language required by §1377(4) Florida Statutes (2008).

**COUNT ONE**

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

24. Plaintiff repeats and re-alleges Paragraphs 1 through 23 with the same force and effect, as if fully set forth below.

25. The Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2008), 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.”

26. 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.

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

28. 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**

29. The Plaintiff repeats and re-alleges Paragraphs 1 through 23 with the same force and effect, as if fully set forth below.

30. 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.”

31. 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.”

32. As set forth in paragraphs 14 through 23 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 homeowners in violation of § 501.204(1), Florida Statutes (2008).

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

34. 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 § 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**

35. The Plaintiff repeats and re-alleges Paragraphs 1 through 23 with the same force and effect, as if fully set forth below.

36. 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. ”

37. 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.”

38. As set forth in paragraphs 14 through 23 above, by failing to comply with the disclosure requirements in § 501.1377(4)(c), Florida Statutes (2008), Defendants have committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to homeowners in violation of § 501.204(1), Florida Statutes (2008).

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

40. 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 § 812.014(1)(b), FLORIDA STATUTES, CIVIL THEFT VIOLATIONS OF FLORIDA STATUTES, CHAPTER 501, PART II, DECEPTIVE AND UNFAIR TRADE PRACTICES**

41. The Plaintiff repeats and re-alleges Paragraphs 1 through 23 with the same force and effect, as if fully set forth below:

42. Section 812.014(1)(b), Florida Statutes (2008) provides:

“(1) A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently:

(b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.”

43. Pursuant to § 501.203(3)(c), Florida Statutes (2008), a violation of Florida Statutes, Chapter 501, Part II, Florida Statutes (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.”

44. As set forth above, by collecting a fee for services that defendants either refused or failed to provide, defendants have violated § 812.014(1)(b), Florida Statutes (2008) and have thus committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to homeowners in violation of §501.204(1), Florida Statutes (2008).

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

46. 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 FIVE**

#### **VIOLATIONS OF § 2-2.002, FLORIDA ADMINISTRATIVE CODE, ADVERTISING IN A LANGUAGE OTHER THAN ENGLISH VIOLATIONS OF FLORIDA STATUTES, CHAPTER 501, PART II, DECEPTIVE AND UNFAIR TRADE PRACTICES**

47. The Plaintiff repeats and re-alleges Paragraphs 1 through 23 with the same force and effect, as if fully set forth below:

48. Section 2-2.002, Florida Administrative Code (2008) provides:

“It shall be an unfair or deceptive act or practice to disseminate any advertisement without including all required disclosures or limitations relating to the offer which are required to be included in the advertisement in the language principally used in the advertisement. 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.”

49. As set forth above, by advertising to homeowners in Spanish but providing contracts drafted only in English, defendants have violated § 2-2.002, Florida Administrative Code (2008) and have thus committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to homeowners in violation of §501.204(1), Florida Statutes (2008).

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

51. 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 enter the following Orders:

A. 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:

1. Violating the provisions of Chapter 501, Part II, Florida Statutes (2008), Florida Unfair and Deceptive Trade Practices Act;
2. Violating the provisions of §§ 501.1377(3)-(4), Florida Statutes (2008) Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings;
3. Violating the provisions of § 812.014(1)(b), Florida Statutes (2008), Civil Theft;
4. Violating the provisions of § 2-2.002, Florida Administrative Code (2008), Advertising in a Language other than English.

B. 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).

C. 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, pursuant to § 501.2075, Florida Statutes (2008);

D. Require the dissolution of corporate Defendant JPB CONSULTING, INC a/k/a JB CONSULTING, d/b/a MORTGAGE MODIFICATION SOLUTIONS;

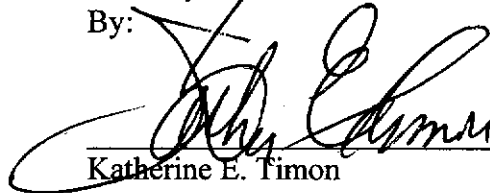
E. Require the disgorgement of profits and award restitution and refunds to Florida homeowners for each violation of Florida law;

F. 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; 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  
By:



A handwritten signature in black ink, appearing to read 'Katherine E. Timon', is written over a horizontal line.

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