

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,

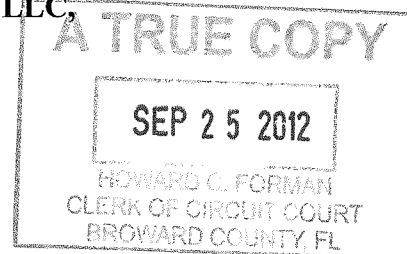
vs.

Case No.

EDWARD CHERRY,
LAWRENCE DIODATO,
PAUL GELLENBECK,
SHANE FRANKOVIC,
ANTHONY C. PINTSOPOULOS,
THE FIDELITY LAND TRUST COMPANY, LLC,
THE SUNSHINE STATE LAND TRUST COMPANY, LLC,
FLORIDA LAND TRUST SERVICES, LLC,
GROWTH CAPITAL FUNDING, LLC,
ZION PARTNERS IRREVOCABLE TRUST, LLC,
ZION PARTNERS IRREV TRUST, L.L.C.,
AUGUST BELMONT AND COMPANY, LLC,
ESQUIRE LITIGATION SUPPORT, LLC,
ESQLITIGATIONSUPPORT.COM, LLC,
CLICK MEDIA CONSULTING, LLC doing
business as FLORIDA HOME RESCUE MISSION,
and AMERICAN FEDERAL TRUST, LLC,

12 - 26987

12



Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL
AFFAIRS, STATE OF FLORIDA ("Plaintiff" or the "Attorney General"), files the instant
Complaint against Defendants.

JURISDICTION and VENUE

1. This action is brought pursuant to Florida's Deceptive and Unfair Trade Practices
Act, Chapter 501, Part II, Florida Statutes ("FDUTPA"). Plaintiff is an enforcing authority of
FDUTPA and is authorized by § 501.207(1)(a), Fla. Stat., to bring an action to obtain a

declaratory judgment that an act or practice violates FDUTPA. The Attorney General further is authorized by § 501.207(1)(b), Fla. Stat., to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate FDUTPA and by § 501.207(3), Fla. Stat., to obtain further equitable relief as appropriate.

2. This Court has jurisdiction pursuant to Florida Statutes Section 26.012 and FDUTPA.

3. Venue is proper in the Seventeenth Judicial Circuit as the statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida and the residence of Defendant Edward Cherry and the principal places of business of Defendants Growth Capital Funding, LLC, Click Media Consulting, LLC and American Federal Trust, LLC are in Broward County, Florida. Defendants Cherry, Lawrence Diodato, Paul Gellenbeck, Shane Frankovic and Anthony C. Pintsopoulos are residents of Florida, are not in the military and are otherwise *sui juris*.

4. Plaintiff has conducted an investigation and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that an enforcement action serves the public interest. A copy of that determination is attached hereto as **Exhibit A**.

DEFENDANTS

Individuals

5. Defendant Edward Cherry organized The Fidelity Land Trust Company, LLC (“**Fidelity**”) and Growth Capital Funding, LLC (“**Growth Capital**”) using the fictitious name “Edward C. Tudor”. Defendant Cherry organized EsqLitigationSupport.Com, LLC (“**EsqLit**”) using his given name, Edward Cherry. Defendant Cherry is a direct or indirect owner and/or

manager and/or person in control of Defendants Fidelity, Growth Capital, August Belmont and Company, LLC (“**August Belmont**”), Esquire Litigation Support, LLC (“**Esquire**”) and EsqLit.

6. Defendant Cherry is not a licensed attorney in any state but is the person who devised or otherwise originated the quiet title scheme that is central to the Defendants’ acts and practices. Prior to the filing of this Complaint, Defendant Cherry filed for Chapter 7 Bankruptcy in the Southern District of Florida, Case No. 12-24343-JKO, but the filing does not stay this enforcement action pursuant to 11 U.S.C. § 362(b) because only equitable relief is sought against Cherry at this time.

7. Defendant Lawrence Diodato organized August Belmont and Esquire and is a direct or indirect owner and/or manager and/or person in control of Fidelity, August Belmont, Esquire and EsqLit.

8. Defendant Paul Gellenbeck is a direct or indirect owner and/or manager and/or person in control of Fidelity.

9. Defendant Shane Frankovic organized Defendant Click Media Consulting, LLC (“**Click Media**”) and is the direct or indirect owner and manager and person in control of Click Media.

10. Defendant Anthony C. Pintsopoulos organized Defendant American Federal Trust, LLC (“**American Federal**”) and is the direct or indirect owner and manager and person in control of American Federal.

Entities

11. Defendant Fidelity was organized under the laws of Florida on or about December 9, 2011 and maintains a principal place of business in Boca Raton, Florida. On or about June 29, 2012, Fidelity received notice from counsel for Fidelity National Financial, Inc. demanding that

Fidelity cease and desist from use of the term “Fidelity” as an unauthorized use of intellectual property under federal law.

12. Defendants use The Sunshine State Land Trust Company, LLC (“**Sunshine**”) and/or Florida Land Trust Services, LLC (“**Florida Land**”) in their operations in place of Fidelity. Sunshine and Florida Land were organized under the laws of Florida on or about June 19 and 22, 2012 respectively.

13. Defendant Growth Capital was organized under the laws of Florida on or about December 1, 2011 and maintains a principal place of business in Coral Springs, Broward County, Florida.

14. Defendant Zion Partners Irrevocable Trust, LLC (“**Zion I**”) was organized the laws of Florida on or about August 27, 2010 and maintains a principal place of business in Parkland, Florida. Zion I was administratively dissolved on September 23, 2011 for failure to file the annual report.

15. Defendant Zion Partners Irrev Trust L.L.C. (“**Zion II**”) was organized the laws of Florida on or about April 6, 2012 and maintains a principal place of business in Parkland, Florida.

16. Defendant August Belmont was organized under the laws of Florida on or about October 15, 2010 and maintains a principal place of business in Boca Raton, Florida.

17. Defendant Esquire was organized under the laws of Florida on or about September 23, 2010 and maintains a principal place of business in Boca Raton, Florida.

18. Defendant EsqLit was organized under the laws of Florida on or about July 15, 2011 and maintains a principal place of business in Boca Raton, Florida.

19. Defendant Click Media was organized under the laws of Nevada, was qualified to do business in Florida on or about March 16, 2011, maintains a principal place of business in Hallandale, Broward County, Florida and does business under the fictitious name Florida Home Rescue Mission (“**Florida HRM**”).

20. Defendant American Federal was organized under the laws of Florida on or about May 24, 2012 and maintains a principal place of business in Lauderdale-By-The-Sea, Broward County, Florida.

DEFENDANTS’ ACTS and/or PRACTICES

21. Subsequent to January 1, 2011, Defendants Cherry, Diodato, Gellenbeck, Frankovic and Pintsopoulos have participated directly, or indirectly through their affiliates, agents, servants, employees, or other representatives, in the unfair or deceptive acts and practices of the Defendants as set forth herein and/or control said acts and practices or have the authority to control them.

22. Subsequent to January 1, 2011, Defendants Cherry, Diodato, Gellenbeck, Frankovic and Pintsopoulos knew of and controlled the activities of the limited liability companies named as Defendants herein and/or other unnamed entities. Defendants Cherry, Diodato, Gellenbeck, Frankovic and Pintsopoulos have actual knowledge or constructive knowledge fairly implied on the basis of objective circumstances that said acts and/or omissions and the acts and/or omissions of the employees, affiliates, agents, managers and representatives of the limited liability companies named as Defendants herein and/or other unnamed entities as described below, are unfair or deceptive and/or prohibited by law.

23. Subsequent to January 1, 2011, the Defendants utilize the telemarketing and soliciting activities of third party lead generators or marketers to obtain clients for their business

operation(s). The Defendants and/or their other unnamed entities or their affiliates, agents, servants, employees, or other representatives use communications technology to solicit or otherwise communicate with consumers.

21. Defendants, at all times material hereto, provided goods or services within the definition of Section 501.203(8), Florida Statutes.

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

23. Defendants, at all times material hereto, were engaged in a trade or commerce as defined by Section 501.203(8), Florida Statutes.

24. Subsequent to January 1, 2011, Defendants make false promises and misrepresentations to consumers in order to induce consumers (a) to transfer title to their homes to Defendants for **NO** consideration, (b) to pay Defendants thousands of dollars in advance fees for services Defendants cannot deliver, and (c) to sign a promissory note to Defendants or their nominee for approximately 80% of the home's current fair market value which note is secured by a mortgage in favor of the Defendants. Defendants' unfair, deceptive and/or unconscionable acts and practices include but are not limited to the following:

a. Guaranteeing that Defendants will avoid the homeowner's "upside-down mortgage" through actions pursuant to Chapter 65, Florida Statutes, so that at the end of a 120 day process the homeowner will have equity in the home;

b. Misrepresenting to homeowners that an assignment of mortgage is not good or effectual in law or equity against creditors or any subsequent purchasers unless the assignment of mortgage is recorded;

c. Misrepresenting to homeowners that the homeowner's mortgage is not enforceable against the Defendants as a subsequent purchaser for a valuable consideration, notwithstanding the fact that Defendants do not pay any consideration to the homeowner for the deed transfer of title; and

d. Misrepresenting to consumers that Defendants (or their nominees) are *bona fide* transferees for value of the title of the mortgagors (the homeowners) so that the mortgagees'

failure to record their assignments of mortgage under Chapter 701 voids the homeowners' mortgages.

25. Subsequent to January 1, 2011, Defendant Click Media provides marketing or otherwise solicits the homeowner for the Defendants by making representations such as the following:

Florida HRM is a licensed affiliate of the FidelityLand Trust Company. We work with property owners who are currently in distress or upside down in their mortgage. Fidelity currently offers the only option for Florida homeowners to refinance an upside down mortgage and regain equity in their home. With Fidelity your old mortgage is permanently cancelled or voided, and you are given a NEW mortgage set BELOW the current market value of the property, enabling you to finally regain the equity in your home and lower your monthly payments.

The process of issuing a new mortgage is executed by 3 primary entities:

√ "The Muscle" - A team of powerful attorneys litigate the cases against the banks. They currently have hundreds of cases pending throughout the state of Florida. Of the 59 cases where final judgments have been rendered, our legal team has won all 59 of those cases and successfully assisted in the refinance process for 100% of our homeowners by cancelling their current mortgage.

√ "The Mind" – Fidelity Land Trust Company serves as the trustee and acts on behalf of the homeowner. Fidelity currently serves as the corporate land trustee for over 250 homes in Florida with a total combined value of \$45 million dollars. Fidelity Land Trust, as the trustee, acts as a "personal assistant" and a "bodyguard" of sorts. The trustee hires the attorneys, executes deeds and mortgages, deals with the property at the direction of the beneficiary, and appears on public records to protect the privacy of the homeowner. The trustee cannot do anything with the home unless directed to do so by the BENEFICIARY. The homeowner

is the sole beneficiary of the land trust that is formed to protect the property.

√ "The Money" - Capital Funding and private lenders provide the operating capital and financial support that is needed to litigate and complete the refinance process. Each new mortgage proceeding costs approximately \$25 to 50 thousand dollars. Florida HRM applicants are not required to pay this cost because it is covered by Capital Funding. This is the entity that also executes the refinance and becomes the new lender.

Exhibit B, ¶¶ 1 and 2 on page 1 of 4 attached hereto.

26. The Defendants' solicitation concludes with this guarantee:

This is the only process that cancels an upside-down mortgage. When a home owner qualifies for a new mortgage, the old upside-down mortgage is legally quieted, cancelled, or voided and they are issued a new mortgage set below market value. At the end of this 120 day process you will have a new lender, a new fixed rate mortgage, lower monthly payments, and equity in your home.

Exhibit B, ¶ 3 on page 1 of 4 attached hereto.

27. No attorneys or law firms are defendants to this action and the issues in this proceeding do not deal with the practice of law but rather with misrepresentations made to consumers by non-attorneys through or on behalf of business entities, which are not law firms, for the purpose of trade or commerce.

28. Defendants' representations are deceptive, misleading, and/or unconscionable, because Defendants' scheme does not affect the cancelation of a homeowner's duly recorded mortgage.

29. Florida Statutes, Section 65.061(2) provides in part:

When a person ... not the rightful owner of land has any conveyance or other evidence of *title* ... which may cast a

cloud on the *title* of the real owner, or when any person ... is the true and equitable owner of land the record *title* to which is not in the person ... because of the defective execution of any deed or mortgage ... when the person ... claims *title* thereto by the defective instrument and the defective instrument was apparently made and delivered by the grantor ... or when possession of the land has been held by any person ... adverse to the record owner thereof or his or her heirs and assigns until such adverse possession has ripened into a good *title* under the statutes of this state, **such person ... may file complaint** in any county in which any part of the land is situated to have the conveyance or other evidence of claim or *title* canceled and the cloud removed from the *title* and to have his or her *title* quieted

....

§ 65.061(2), Fla. Stat. (emphasis added).

30. In contrast, Florida Statutes Section 697.02 establishes that a “mortgage shall be held to be a specific *lien* on the property therein described, and **not a conveyance of the legal title** or of the right of possession.” (emphasis added).

31. At all times material, the Defendants deceptively, unfairly and/or unconscionably solicit, market and advertise to homeowners in the State of Florida by falsely representing that Defendants can avoid “upside-down” mortgages and/or foreclosure by filing complaints to quiet title alleging Defendants are subsequent purchasers for valuable consideration in accordance with Florida Statutes Section 701.02(1), (2). Notably, Defendants are not lawyers or law firms and do not purport to directly provide legal services to the consumers.

32. In making these deceptive, unfair and/or unconscionable representations, Defendants represent to consumers that they can cancel or otherwise void a distressed homeowner’s then current “upside-down” mortgage and replace it with a new affordable mortgage that has a lower principal and lower monthly payments.

33. Defendants deceptively, unfairly and/or unconscionably represent to consumers that a previously recorded mortgage is not enforceable and is void against consumers because the mortgage was assigned but the assignment was not recorded.

34. Despite the false and unsubstantiated basis of their claims, Defendants have misled numerous consumers within Florida since 2011 into using their foreclosure-related rescue scheme without providing to homeowners the required written agreements prescribed both in form and content by Florida Statutes Sections 501.1377(3)(a), (4) and/or (5).

35. Through this scheme, Defendants acquire title to the homeowner's residence through a warranty or quitclaim deed which transfers the title of the residence to a trust or partnership or other entity created by and under the control of the Defendants. Defendants do not any make payment or give any consideration to the homeowner for the deed transfer of title. Rather, the Defendants require the homeowner to pay them advance fees in the sum of \$3500 or more at the time of the deed transfer, which advance payment violates the provisions of Florida Statutes Section 501.1377(3)(b). In addition to the advance fee payments, the Defendants require the homeowner to sign a promissory note to Defendants or their nominee for approximately 80% of the home's current fair market value which note is secured by a mortgage in favor of the Defendants.

36. Once the Defendants acquire title to the homeowner's residence, Defendants engage counsel to file a complaint to quiet title seeking a declaration that the homeowner's previously recorded mortgage is canceled or otherwise void. Counsel of record engaged by Defendants to file complaints to quiet title include Howard Feinmel and Peter J. Bowers, neither of whom is a defendant herein.

37. Defendants then serve process upon the homeowner's original mortgagee who has transferred the mortgage but may have failed to record an assignment.

38. Once the process server has filed a return of service with the Circuit Court and the twenty day period for the filing of an answer has expired, the Defendants default the original mortgagee who was the named defendant in the Defendants' complaint to quiet title but who had previously transferred the homeowner's mortgage to another lender.

39. Once the Defendants have the default entered, the Defendants move the Court for default judgment declaring that the previously recorded mortgage on the homeowner's residence is canceled or otherwise void. The Court thereupon enters the default judgment declaring that the previously recorded mortgage on the homeowner's residence is canceled or otherwise void.

40. Defendants misrepresent to Florida homeowners that Defendants can cancel or otherwise void the homeowner's previously recorded mortgage. *See Exhibits C and D* attached hereto for further examples of Defendants' misrepresentations.

41. Defendants further deceptively, unfairly or unconscionably convince or otherwise deceive the homeowner into transferring the title for the homeowner's residence to the Defendants for no consideration and requiring the homeowner to make advance payments to the Defendants, notwithstanding that the Florida homeowner remains liable on the homeowner's underlying promissory note secured by the previously recorded mortgage.

42. In addition to Defendant Click Media, Defendants August Belmont, Esquire, EsqLit and American Federal solicit the homeowner and/or otherwise market the scheme to consumers.

43. Defendant Cherry agreed and executed a Consent Judgment Entering Injunctive Relief with the Attorney General on January 5, 2009 which permanently enjoined him from

directly or indirectly engaging in secured or unsecured consumer-debt related services. **Exhibit E attached hereto.** Defendant Cherry uses Defendants Zion I, Zion II, Esquire and/or EsqLit to hide his participation in the Defendants' scheme and/or circumvent the permanent injunction.

44. Cherry says he is employed by Defendants Zion I and/or Zion II which entity in turn has or have an oral employment agreement with Esquire. Although Cherry is a general partner of the partnership that owns Esquire, he denies knowing who owns Esquire. Defendant Esquire Litigation Support, LLC was organized by Defendant Lawrence Diodato and the managing member is Esquire Litigation Support Partners. Defendant EsqLitigationSupport.Com, LLC was organized by Ed Cherry and the managing member is EsqLitigationSupport.Com Partners. Esquire Litigation Support Partners is a fictitious name owned by Defendants Edward Cherry and Lawrence Diodato as general partners.

45. Defendant Fidelity solicits the homeowner for the Defendants' scheme and/or otherwise is a transferee of the homeowner's deed.

46. Defendant Growth Capital is a holder of promissory notes from homeowners memorializing the homeowners' debts to the Defendants in addition to the advance fees previously paid by the homeowners to the Defendants.

COUNT I **DECLARATORY JUDGMENT**

47. The Attorney General is authorized pursuant to § 501.207(1)(a), Fla. Stat., to bring an action to obtain a declaratory judgment that an act or practice violates FDUTPA.

48. As set forth in paragraphs 1 - 46, which are re-alleged as if fully asserted herein, Defendants misrepresent to Florida homeowners that Defendants can acquire the title to the residences of the homeowners free and clear of the homeowners' previously recorded mortgages and deceive the homeowners into paying thousands of dollars in advance fees and executing a

promissory note and new mortgage in favor of Defendants, while the Florida homeowners remain liable on the homeowners' underlying notes to lenders secured by previously recorded and enforceable mortgages.

49. The Attorney General contends that Defendants deceptively, unfairly and/or unconscionably represent to Florida homeowners that a previously recorded mortgage is not enforceable and is void against the Defendants or any other third party because the mortgage was assigned and/or transferred but the assignment was not recorded.

50. The Attorney General disputes the legal effect of the quiet title scheme that Defendants advocate and represent to homeowners under Chapter 65, Fla. Stat. as a mechanism effective to void the homeowners' mortgage obligations to lenders. The Attorney General further contends that the scheme constitutes a violation of FDUTPA. The Attorney General therefore seeks a Declaration from this Court as a matter of law as to whether the quiet title scheme that Defendants advocate and represent to homeowners constitutes an act or practice that violates FDUTPA.

COUNT II
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Foreclosure-Related Rescue Services)

51. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 46 as if fully set forth hereinafter.

51. Commencing on a date unknown, but at least subsequent to January 1, 2011, Defendants have engaged in deceptive and/or unfair acts and practices by marketing, representing, and providing and/or offering foreclosure-related rescue services and/or foreclosure-rescue transactions to Florida consumers in violation of the prohibitions and/or

requirements of Florida Statutes Section 501.1377, including but not limited to the advance fee prohibition and the requirement for a written agreement with a rescission period.

52. Commencing on a date unknown, but at least subsequent to January 1, 2011, Defendants have engaged in a systematic pattern of conduct designed and intended to induce consumers to purchase services from Defendants via a series of deceptive and/or unfair representations.

53. Defendants solicit or otherwise market and sell to financially distressed consumers foreclosure-related rescue services and/or foreclosure-rescue transactions as defined in Florida Statutes Section 501.1377.

54. Defendants require consumers to pay upfront advance fees for services in violation of Section 501.1377. Defendants represent that the payment is “a prepayment of first 3 months P&I [i.e. principal and interest] and serves as the property owner’s proof of their ability to afford the new mortgage.” **Exhibit B, ¶ 2** on page 2 of 4 attached hereto. Furthermore, the homeowner has to pay \$3500 or more “at closing,” *i.e.*, at the time of deed transfer of the title from the homeowner to Fidelity. **Exhibit B, ¶ 2** on page 2 of 4 attached hereto.

55. Florida Statutes Section 501.203(3) establishes that a violation of FDUTPA may be based upon any of the following as of July 1, 2006: (a) any rules promulgated pursuant to the Federal Trade Commission Act; (b) the standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts; or (c) any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.

56. Defendants offer, solicit or otherwise market foreclosure-related rescue services and/or foreclosure-rescue transactions to consumers in violation of Section 501.1377, Fla. Stat. Defendants' violations of Section 501.1377 constitute *per se* violations of FDUTPA.

57. Subsequent to December 29, 2010, Defendants solicit, offer and/or render mortgage assistance relief services to Florida consumers in violation of 16 C.F.R. § 322.1 *et seq.*, the Federal Trade Commission's Mortgage Assistance Relief Services Rule. Defendants' violations of 16 C.F.R. § 322.1 *et seq.* constitute *per se* violations of FDUTPA.

58. Subsequent to January 31, 2011, Defendants demand, charge and/or receive payment from Florida consumers for mortgage assistance relief services in violation of 16 C.F.R. § 322.5 of the Federal Trade Commission's Mortgage Assistance Relief Services Rule. Defendants' violations of 16 C.F.R. § 322.5 constitute *per se* violations of FDUTPA.

59. Section 501.204(1), Fla. Stat., establishes that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

60. As a result of the foregoing, Defendants have engaged in deceptive or unfair acts or practices likely to deceive a consumer acting reasonably in violation of the provisions of Chapter 501, Part II of the Florida Statutes.

WHEREFORE, the Attorney General requests that this Honorable Court:

A. DECLARE: (i) that the scheme perpetrated by Defendants in marketing and selling to consumers a theory for the quiet title complaints that Defendants file in the Circuit Courts of the State of Florida is not valid and is erroneous as a matter of law; (ii) that Defendants misrepresent to Florida homeowners the effect of complaints to quiet title under Chapter 65, Fla. Stat. as a mechanism for avoiding foreclosure and/or mortgages greater than the home's market value when there are no conflicting claims of title, only claims of title and mortgage lien(s); (iii)

that Defendants misrepresent to consumers that Defendants can cancel or otherwise void a distressed homeowner's previously recorded mortgage; (iv) that Defendants misrepresent that a previously recorded mortgage is not enforceable and is void against Defendants or any other party because the mortgage was assigned but the assignment was not recorded; and (v) that the foregoing constitute acts and practices that are unfair, deceptive and/or unconscionable in violation of FDUTPA.

B. Permanently ENJOIN Defendants Edward Cherry, Lawrence Diodato, Paul Gellenbeck, Shane Frankovic, Anthony C. Pintsopoulos, The Fidelity Land Trust Company, LLC, The Sunshine State Land Trust Company, LLC, Florida Land Trust Services, LLC, Growth Capital Funding, LLC, Zion Partners Irrevocable Trust, LLC, Zion Partners Irrev Trust L.L.C., August Belmont and Company, LLC, Esquire Litigation Support, LLC, EsqLitigationSupport.Com, LLC, Click Media Consulting, LLC doing business as Florida Home Rescue Mission and American Federal Trust, LLC, their officers, affiliates, agents, servants, employees, attorneys and those persons in active concert or participation with the them who receive actual notice of this injunction from engaging in, rendering, or otherwise providing services to Florida homeowners directly or indirectly by which Defendants claim to cancel or otherwise void previously recorded mortgages so that the mortgages are not enforceable against Defendants or any other party because the mortgage assignments were not recorded.

C. Permanently ENJOIN Defendants Edward Cherry, Lawrence Diodato, Paul Gellenbeck, Shane Frankovic, Anthony C. Pintsopoulos, The Fidelity Land Trust Company, LLC, The Sunshine State Land Trust Company, LLC, Florida Land Trust Services, LLC, Growth Capital Funding, LLC, Zion Partners Irrevocable Trust, LLC, Zion Partners Irrev Trust L.L.C., August Belmont and Company, LLC, Esquire Litigation Support, LLC,

EsqLitigationSupport.Com, LLC, Click Media Consulting, LLC doing business as Florida Home Rescue Mission and American Federal Trust, LLC their officers, affiliates, agents, servants, employees, attorneys and those persons in active concert or participation with the them who receive actual notice of this injunction, from soliciting, advertising, representing or otherwise offering directly or indirectly to Florida homeowners services by which Defendants claim to cancel or otherwise void previously recorded mortgages so that the mortgages are not enforceable against Defendants or any other party because the mortgage assignments were not recorded.

D. Permanently ENJOIN Defendants Edward Cherry, Lawrence Diodato, Paul Gellenbeck, Shane Frankovic, Anthony C. Pintsopoulos, The Fidelity Land Trust Company, LLC, The Sunshine State Land Trust Company, LLC, Florida Land Trust Services, LLC, Growth Capital Funding, LLC, Zion Partners Irrevocable Trust, LLC, Zion Partners Irrev Trust L.L.C., August Belmont and Company, LLC, Esquire Litigation Support, LLC, EsqLitigationSupport.Com, LLC, Click Media Consulting, LLC doing business as Florida Home Rescue Mission and American Federal Trust, LLC their officers, affiliates, agents, servants, Zion Partners Irrevocable Trust, LLC, Zion Partners Irrev Trust L.L.C., employees, attorneys and those persons in active concert or participation with the them who receive actual notice of this injunction, from lecturing or otherwise disseminating information to the public, for the purpose of trade or commerce, on the mechanism, procedure and/or theory by which Defendants claim to cancel or otherwise void previously recorded mortgages so that the mortgages are not enforceable against Defendants or any other party because the mortgage assignments were not recorded.

E. AWARD such equitable or other relief as is just and appropriate pursuant to Section 501.207, Florida Statutes, including, but not limited to, disgorgement of ill gotten gain and repatriation of assets necessary to satisfy any judgment.

F. AWARD restitution to all consumers who are shown to have been injured, pursuant to Section 501.207, Florida Statutes.

G. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Fla. Stat. or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens as prescribed by Section 501.2077, Fla. Stat. for each act or practice found to be in violation of Chapter 501, Part II, of the Florida Statutes.

H. AWARD attorneys' fees and costs pursuant to Section 501.2075, Fla. Stat. or as otherwise authorized by law.

I. GRANT such other relief as this Honorable Court deems just and proper.

Dated this 24th day of September, 2012

Respectfully Submitted,

PAMELA JO BONDI
Attorney General of the State of Florida



By: Fulvio Joseph Gentili
Senior Assistant Attorney General
Fla. Bar No. 0037493
Office of the Attorney General
Department of Legal Affairs
110 S.E. 6th Street, Tenth Floor
Ft. Lauderdale, FL 33301
(954) 712-4600
Fulvio.Gentili@myfloridalegal.com

EXHIBIT A

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.

EDWARD CHERRY,
LAWRENCE DIODATO,
PAUL GELLENBECK,
SHANE FRANKOVIC,
ANTHONY C. PINTSOPOULOS,
THE FIDELITY LAND TRUST COMPANY, LLC,
THE SUNSHINE STATE LAND TRUST COMPANY, LLC,
FLORIDA LAND TRUST SERVICES, LLC,
GROWTH CAPITAL FUNDING, LLC,
ZION PARTNERS IRREVOCABLE TRUST, LLC,
ZION PARTNERS IRREV TRUST, L.L.C.,
AUGUST BELMONT AND COMPANY, LLC,
ESQUIRE LITIGATION SUPPORT, LLC,
ESQLITIGATIONSUPPORT.COM, LLC,
CLICK MEDIA CONSULTING, LLC doing
business as FLORIDA HOME RESCUE MISSION,
and AMERICAN FEDERAL TRUST, LLC,
Defendants.

DETERMINATION OF PUBLIC INTEREST

NOW COMES, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF
FLORIDA, and states:

1. Pursuant to Section 20.11, Florida Statutes (2011), I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
2. In this matter, the Department seeks a declaration, injunctive relief and/or other relief on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes.
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.



PAMELA JO BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

EXHIBIT

A

EXHIBIT B



Florida HRM

"Helping real people with real challenges save their home"



THE FIDELITY
LAND TRUST COMPANY

Licensed Affiliate of the Fidelity Land Trust Company



What Is Florida HRM?

Florida HRM is a licensed affiliate of the Fidelity Land Trust Company. We work with property owners who are currently in distress or upside down in their mortgage. Fidelity currently offers the only option for Florida homeowners to refinance an upside down mortgage and regain equity in their home. With Fidelity your old mortgage is permanently cancelled or voided and you are given a NEW mortgage set BELOW the current market value of the property, enabling you to finally regain the equity in your home and lower your monthly payments.

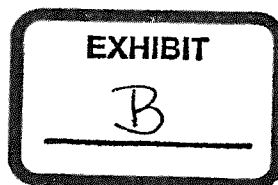
The process of issuing a new mortgage is executed by 3 primary entities:

- ✓ "The Muscle" - A team of powerful attorneys litigate the cases against the banks. They currently have hundreds of cases pending throughout the state of Florida. Of the 59 cases where final judgments have been rendered, our legal team has won all 59 of those cases and successfully assisted in the refinance process for 100% of our homeowners by cancelling their current mortgage.
- ✓ "The Mind" - Fidelity Land Trust serves as the trustee and acts on behalf of the homeowner. Fidelity currently serves as the corporate land trustee for over 250 homes in Florida with a total combined value of \$45 million dollars. Fidelity Land Trust, as the trustee, acts as a "personal assistant" and a "bodyguard" of sorts. The trustee hires the attorneys, executes deeds and mortgages, deals with the property at the direction of the beneficiary, and appears on public records to protect the privacy of the homeowner. The trustee can not do anything with the home unless directed to do so by the BENEFICIARY. The homeowner is the sole beneficiary of the land trust that is formed to protect the property.
- ✓ "The Money" - Capital Funding and private lenders provide the operating capital and financial support that is needed to litigate and complete the refinance process. Each new mortgage proceeding costs approximately \$25 to 50 thousand dollars. Florida HRM applicants are not required to pay this cost because it is covered by Capital Funding. This is the entity that also executes the refinance and becomes the new lender.

How Does This Program Work?

Watch The Video!

This is the only process that cancels an upside-down mortgage. When a home owner qualifies for a new mortgage the old upside-down mortgage is legally quieted, cancelled, or voided and they are issued a new mortgage set below market value. At the end of this 120 day process you will have a new lender, a new fixed rate mortgage, lower monthly payments, and equity in your home.



Old Upside Down Mortgage Balance	Current Market Value	New Mortgage Balance After FloridaHRM Refi
\$500 k	\$320 k	\$255 k
Old mortgage payment (P&I, 30yr fixed, 3%)		New mortgage payment (P&I, 30yr fixed, 7%)
\$2108		\$1703
Equity		Equity
- \$180 k	Principal Savings	+ \$84 k
	\$244 k	

Does this Really Work and Can It Work for ME?

The Fidelity Land Trust Company is currently 59 and 0, winning every case for 100% of our qualified homeowners. This process could also work for you if you qualify. If you are a Florida property owner and your property is currently worth \$150k or more, if your mortgage is upside down and your lender has changed one or more times, if you have not been served papers, or your lis pendens is over 12 months old, and if you can afford a new reduced monthly mortgage payment... it is likely that you may qualify. Fill out the form below to **PREQUALIFY** now and a case manager will contact you to assist you with final qualification.

The following factors do **NOT** affect qualification:

- ✓ Bad Credit: Your credit score does not matter. A credit check is not required.
- ✓ Late or Delinquent Payments: It does not matter if you have been late with your payments or even if you have stopped paying them altogether. Remember, this is NOT a modification.
- ✓ Short Sale: Perhaps you have tried everything that you knew and felt that you had no other option but to sell your home and move. If you have started short sale proceedings as a last resort, you have another option now. Find out if you qualify, get a new mortgage set below its current market value, and keep your home.

Does it Cost to Apply?

There are only 3 amounts that a Florida HRM applicant will ever pay:

- ✓ Title Search: Once prequalification is done by filling out the free form below, Fidelity will order a full encumbrance and owner title report to perform a complete legal review of your mortgage documents. \$89
- ✓ Initial Payment: There is no credit check and no income verification. The initial payment is merely a prepayment of the first 3 months P&I and serves as the property owner's proof of their ability to afford the new mortgage. The initial payment covers initial legal fees, the formation of the land trust, processing, doc stamps, and filing fees. Once you prepay the first 3 months P&I, you will not have to make another payment until 3 months later. (\$3500 minimum - Due at closing)
- ✓ New Monthly Mortgage Payment: The new monthly mortgage payment is only P&I (principal and interest) and will be different for everyone. The terms of the new mortgage are either 30yrs, 20 yrs, 15yrs, or 10yrs with a possible interest rate of 6, 7, or 8% fixed. There are no hidden fees, no balloon payments, and no prepayment penalties so homeowners can apply with a traditional lender to receive a lower interest rate whenever they are eligible to do so. The first monthly payment is due 90 days after closing and subsequent payments are due every 30 days, like any normal mortgage. Below is an idea of what the monthly payment on a 30yr-7% mortgage would be on various mortgage balances (This is simply a guideline and exact amounts are provided to each homeowner in writing BEFORE the process begins)

\$100k - \$665	\$400k - \$2861	\$700k - \$4857	\$1 mill - \$6653
\$150k - \$998	\$450k - \$2994	\$750k - \$4990	
\$200k - \$1330	\$500k - \$3327	\$800k - \$5322	
\$250k - \$1663	\$550k - \$3659	\$850k - \$5655	
\$300k - \$1996	\$600k - \$3992	\$900k - \$5988	
\$350k - \$2328	\$650k - \$4324	\$950k - \$6320	



If you find yourself drowning in an underwater mortgage

CONTACT US TODAY!

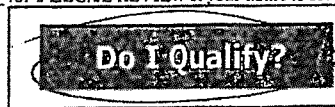
We can save you!

PREQUALIFY

Information you provide will ONLY be used to prequalify you for this refinance
* Required

First Name*	<input type="text"/>
Last Name*	<input type="text"/>
Email*	<input type="text"/>
Phone*	<input type="text"/>
Address*	<input type="text"/>
City*	<input type="text"/>
State*	<input type="radio"/> Florida <input type="radio"/> Other <input type="text"/>
Zip*	<input type="text"/>
Are you currently in "pre-foreclosure" or foreclosure? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> I'm not sure. I would like help figured out.	

APPLY NOW for a LEGAL REVIEW of your home to see if you QUALIFY



CLICK HERE

Florida Home Rescue Mission - Phone: 800-288-5097 - Fax: 888-280-2297 - Email: info@floridahrm.com
413 N. Federal Hwy (Hollandale, FL 33009)

Program Manager: Cheryl Irvin - Phone: 954-393-1149 - Email: cheryl.irvin@floridahrm.com



A rating with the Better Business Bureau since 2009

The Miami Herald



msnbc.com

3/25/12

Bank of America has a new plan to "help" homeowners with distressed and underwater mortgages... take back your home and then rent it to you for a few years. Is this really a solution or just a poor consolation for your losing ownership of your home? [READ MORE NOW](#)

3/22/11

WINK television news of Ft. Myers, FL Investigates a Core Logic report that shows that 51% of ALL Southwest Florida mortgages are underwater or upside-down. [WATCH THIS BROADCAST NOW](#)

3/14/12

Florida # 3 in the nation for underwater mortgages! "No state has a larger gross vacancy rate than Florida, standing at more than 20%... Florida's home value has plummeted by more than 40% -- the second largest drop in the country -- and nearly 1 in 2 mortgaged homes are underwater..." [READ MORE NOW](#)

Landing Page Software by InstaPage

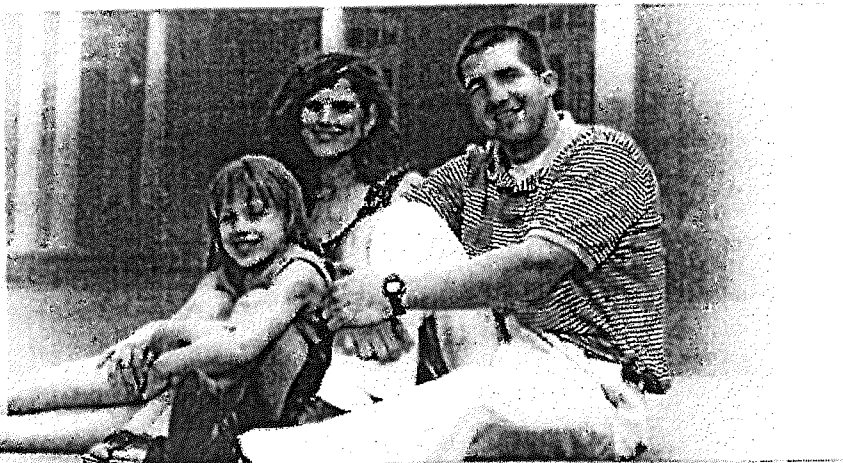
EXHIBIT C

1.800.981.0476

Got questions? Visit our faq page to read some faq's about our services.

BROWSE FAQ'S OF LANDTRUSTS

LEARN MORE



Fidelity's services include
Property and Asset Protection
Cash For Keys
Lien and Judgement Protection

The Florida Land Trust is an amazing device, which offers numerous benefits to property owners. Very few investors are aware of it and those who know about it do not know where to obtain trust services at a reasonable cost.

Your Full Name

Your Email Address

Your Phone Number

MORE

MORE

THE FIDELITY
LAND TRUST COMPANY

WELCOME

MEDIA



Fidelity Land Trust Company is a full service corporate trustee organized under the laws of the state of Florida and operating under the Florida Land Trust Act, F.S. 689.071 (2012)

Once property is conveyed into individual Land trust, your trustee will retain an attorney that will provide the following services:

1. Preemptory filing of claim
2. Foreclosure defense with counterclaim
3. Short Sales with Cash For Keys and/or deed in lieu of foreclosure

Fidelity Land Trust will analyze complete situation and discuss the best strategy and probable outcome's so you may make an educated decision that will benefit you the best way possible, whether it be litigation, short sale, or even foreclosure defense we will give you all

CALCULATOR

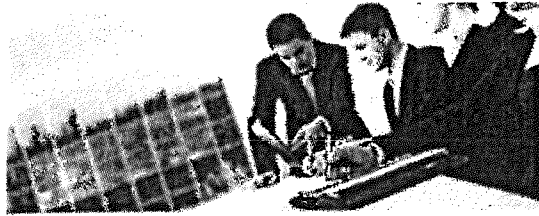
- Loan Term -

CONTINUE

EXHIBIT

C

the knowledge you need to make your decision.



Home Value

- Interest -

Fidelity will use its legal and financial resources with the goal of creating equity and protection for your home.

MORE

Fidelity will purchase your home subject to the existing mortgage(s) and pay you to leave, with our Cash For Keys Program.

MORE

SERVICES

[Land Trusts](#)

[FAQs](#)

[Land Trust Advantages](#)

[Home Protection](#)

[Cash For Keys](#)

[Quote](#)

PROCESS

[Land Trust Process](#)

[Land Trust FAQ](#)

[Land Trust Qualifications](#)

COMPANY

[Company Profile](#)

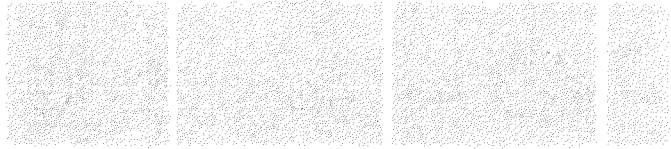
[Our Experience](#)

[Directions](#)

[Contact Us](#)

1.800.981.0476

Custom Website Design By 562Media



COMPANY PROFILE

Fidelity Land Trust is operated by a group of attorneys with over 75 years combined litigation and transactional experience along with high-level insurance and financial associates. We currently manage over 250 properties in Florida with a total combined value of 40 million dollars. Fidelity Land trust has positioned itself with strong financial alliances and legal teams needed to create the exact leverage needed for success in Real Property Protection.

Fidelity offers real solutions and results to homeowners in need. Fidelity Land Trust products were created over two years ago by the founding attorneys in order to protect the homes of family and friends. Thorough vigorous research and hard work we have come up with a complete system to provide a real solution for a homeowner in a hardship position.

Fidelity has put together top professionals in the field of litigating mortgages and structured the most powerful offense known, to exploit the violations and or frauds committed on behalf of lenders. We believe in being a plaintiff not a defendant.

FidelityLandTrust.com does not originate, obtain, or broker mortgages or Loans.
FidelityLandTrust.com is not a Law Firm but does retain a law firm that will litigate and possibly negotiate with your current lender.
FidelityLandTrust.com does not provide or give legal advice
FidelityLandTrust.com works with residential and commercial properties.
Any and all fees collected are considered earned trustee fees
FidelityLandTrust.com represents a real estate investment company and hedge fund in Florida.
FidelityLandTrust.com strictly provides trustee services
FidelityLandTrust.com does not modify loans.
Attorneys represent Fidelity Land Trust throughout process
FidelityLandTrust.com is committed to serve the homeowner with the best customer service possible.
Fidelity Land Trust will provide you with a free consultation with an independent attorney that can answer any questions and or concerns.



SERVICES

Land Trusts

FAQs

Land Trust Advantages

Home Protection

Cash For Keys

Quote

PROCESS

Land Trust Process

Land Trust FAQ

Land Trust Qualifications

COMPANY

Company Profile

Our Experience

Directions

Contact Us

Custom Website Design By 561Media

1.800.981.0476

FLORIDA LAND TRUST SERVICES PROTECT HOMEOWNERS

Fidelity Land Trust Offers Professional Trustee Services:

The Fidelity Land Trust Company is a full service corporate Trustee organized under the laws of the state of Florida and operating under the Florida Land Trust Act F.S. 689.071. Fidelity creates a separate statutory land trust for every property, and administers the trust as Trustee for the benefit of the beneficiary, who holds the statutory power of direction under the Act.

As Trustee, Fidelity proactively protects its clients assets and property, including the integrity of the title to their home. Fidelity does so by retaining and instructing proper legal counsel to act on behalf of the trusts. In many cases, this involves trust counsel to initiate litigation in Florida Circuit Civil Court. Fidelity Land Trust does not stall, delay, or attempt to avoid foreclosure.

Services offered by trust counsel on behalf of Fidelity trusts and beneficiaries include:

- Preemptive litigation against mortgagees or their assignees seeking:
 - A. Declaratory judgment as to the enforceability of a mortgage
 - Declaratory judgment as to the validity of an assignment of mortgage
 - Declaratory judgment resolving competing claims to realty
 - Declaratory judgment as to the enforceability of a mortgage note
- Defense of claims brought by mortgagees and or their assignees with counterclaim
- Defense of claims brought by payees or assignees or mortgage notes with counterclaim
- Lender approved short sale with or without cash to seller
- Cash for Keys
- Judgment and Lien protection: When property is held in a trust, not all judgments and liens attach to the land. Therefore, a beneficiary may freely sell his or her beneficial interest even with numerous certified judgments against his or her own name in the public records. This also applies to IRS liens.
- Protection of FICA: Fidelity client has access to independent counsel that provide personal services including the enforcement of the Fair Debt Collection Practice Act, Fair Credit Reporting Act, and the Florida Consumer Collection Practices Act, and to representation before the Internal Revenue Service when a 1099-C has been improperly issued by a creditor.

THIS WEBSITE IS FOR EDUCATIONAL PURPOSES ONLY, FIDELITY LAND TRUST DOES NOT ACCEPT A CLIENT DIRECTLY WITHOUT AN INDEPENDENT ATTORNEY CONDUCTING A CONSULTATION PRIOR TO REFERRAL.

FIDELITY LAND TRUST ADVISES ALL CLIENTS TO CONTINUE WITH ALL THE FOLLOWING ACTIVITIES: MAKING MORTGAGE PAYMENT MAINTAIN ANY CURRENT ATTORNEY RELATIONSHIP

CALCULATOR



CONTINUE

SERVICES

[Land Trusts](#)
[FAQs](#)
[Land Trust Advantages](#)
[Home Protection](#)
[Cash For Keys](#)
[Quote](#)

PROCESS

[Land Trust Process](#)
[Land Trust FAQ](#)
[Land Trust Qualifications](#)

COMPANY

[Company Profile](#)
[Our Experience](#)
[Directions](#)
[Contact Us](#)

1.800.981.0476

Custom Website Design By 562 Studio

EXHIBIT D

Florida HRM

Floridahrm.com is an online qualification system for property owners looking to short sale or sell their property cash for keys.

We survey property owners that have either bought or refinanced their residential or commercial property in the last 10 years.

Floridahrm.com does not sell any service or products.

Floridahrm.com identifies mortgages that were sold in bulk and have possible violations and offers the property owner different investors that will buy their property in a short sale or cash for keys.

By contacting Floridahrm.com through our online application, you agree to be contacted by one of our purchasing agents to go over your property details.

Floridahrm.com and its associates are not mortgage brokers or realtors.

Floridahrm.com represents private investors and hedge funds.

Floridahrm.com does not provide foreclosure defense or legal representation for property owners.

Floridahrm.com can help you find buyer for your residential or commercial properties, our services are free of charge to the property



Florida HRM

413 N. Federal Highway
Hallandale, FL 33009

800.208.5097

Fax 888.280.2297

Mon to Thu 10 to 8

Fri 10 to 6

Sat 10 to 2

The Fidelity Land Trust Company

Fidelity Land Trust is owned and operated by a group of attorneys with over 75 years combined litigation and transactional experience along with high level insurance and financial associates. We currently manage over 250 properties in Florida with a total combined value of 45 million dollars. Fidelity Land trust has positioned itself with strong financial alliances and legal teams needed to create the exact leverage needed for success in Real Property Protection.

Fidelity offers real long term solutions and results to homeowners in need. Fidelity Land Trust products were created over two years ago by the founding attorneys in order to protect the homes of family and friends. Thorough vigorous research and hard work we have come up with a complete system to provide a real solution for a homeowner in a hardship position.

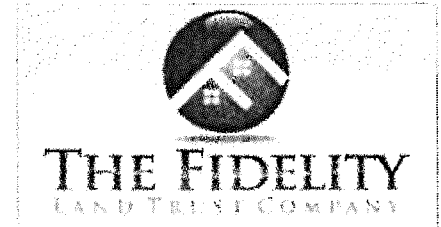
Fidelity has put together top professionals in the mortgage litigating arena and structured the most powerful offense known, to exploit the violations and or frauds committed on behalf of lenders.

FidelityLandTrust.com and its associates are not mortgage brokers.

FidelityLandTrust.com is not a Law Firm but a law firm will negotiate and litigate against your lender.

FidelityLandTrust.com does not provide foreclosure defense or legal representation for consumers in any fashion.

FidelityLandTrust.com can help residential and commercial properties.



EXHIBIT

D

Any and all fees collected are for the first 3 mortgage payments and closing costs are due only upon successful settlement and obtaining a new mortgage.

FidelityLandTrust.com represents a real estate investment company and hedge fund in Florida.

FidelityLandTrust.com does not modify loans.

Attorneys represent Fidelity Land Trust throughout process until mortgage is quieted, canceled or satisfied.

FidelityLandTrust.com is committed to serve the homeowner with the best customer service possible.

Services	Process	Con
Land Trusts	Land Trust Process	Profit
FAQs	Land Trust FAQ	Our E
Land Trust Advantages	Land Trust Qualifications	Direct
Brand New Mortgage		Conta
Cash for Keys		

Florida HRM 413 N Federal Highway Hallandale, FL 33009

PROCESS

Pre Qualification:

We will require very basic information regarding your home and your personal situation to evaluate your needs. You will not need any documents and or account numbers and we can obtain all information in about 10 minutes.

Once Pre-Qualification is done Fidelity will order a full encumbrance and owner title report, to perform a complete legal review of your mortgage documents.

Within 72 hours if your file is approved you will have a cash offer to leave and or an offer for a new mortgage. You will actually know the new Principal Balance, monthly payment and APR with this approval.

Once you evaluate and decide to move forward, agreements will be drafted, executed and returned we then go to work.

is very possible to close on new mortgage or receive your funds within 90 - 120 days however we can not predict the outcome of any litigation.

It is really this simple.



Services

[Land Trusts](#)

[FAQs](#)

[Land Trust Advantages](#)

[Brand New Mortgage](#)

[Cash for Keys](#)

Process

[Land Trust Process](#)

[Land Trust FAQ](#)

[Land Trust Qualifications](#)

Company

[Profile](#)

[Our Experience](#)

[Directions](#)

[Contact Us](#)

Florida HRM

415 N Federal Highway Hallandale, FL 33003

800.208.5097

Frequently Asked Questions

Who will be my new lender?

Fidelity uses many different lenders. Fidelity selects a lender that fits your needs

Who will service my loan?

The new lender will service the loan.

Where can I get information on The Fidelity Land Trust Company?

The Fidelity Land Trust Company is a Florida Limited Liability Company owned and operated by a group of attorneys and private equity lenders. Sunbiz.org allows for downloading the articles of organization. The firm carries Fiduciary Liability Insurance and has a fiduciary responsibility to its beneficiaries. You may also go to www.fidelitylandtrust.com or Google Fidelity Land Trust Company.

How many deals has The Fidelity Land Trust Co. successfully done?

The Fidelity Land Trust Company is serving as Corporate Land Trustee for over 180 properties valued in excess of \$36,000,000. Fidelity has been successful in quieting, canceling or satisfying all files that completed litigation. Fidelity screens every property for specific violations prior to acceptance.

What is a Land Trust ?

A Florida Land Trust is a distinct legal entity similar to a Corporation or a SPV a special purpose vehicle used in asset protection. However, unlike a corporation, a land trust can not be attacked by creditors. In addition to privacy (only the Trustee shows up in the public records) a Land Trust is not subject to IRS Tax Liens, Judgment Liens, or other liens that attach to real property in Florida.

Also, sale of your property is easy and private in that your shares of stock in the land trust are sold as personal property and does not need to be disclosed to anyone except your trustee.

Many major companies such as Disney hold all property in a Land Trust. They are a great tool just un conventional.

Why does my property have to be in a land trust?

In order to take advantage of the Florida recording statutes and the Florida Lis Pendens statute, Legal and Equitable title to the property must be separated during the litigation. Unless this happens, the Florida Statutes cannot be used to your advantage.

What if I was just served with foreclosure papers?

We must defend the foreclosure action. After 12 months, we will deed the property into your land trust and file an independent action against your mortgagee of record. More important, your trustee will attempt to locate the owner of your Note and Mortgage and attempt to acquire it at a discount.

What is the worst thing that can happen?

Obviously the worst that can happen is losing the home to a foreclosure. Your home will be in a Land Trust that will afford you unequal protection from foreclosure with sophisticated attorneys that understand securitization, secured transactions, and other technical issues needed to build leverage and protect your home. There is great value in everything Fidelity does for the preservation of the home.

Is this a Loan Modification?

Fidelity does not modify any loans. Fidelity sues Lenders based on violations and obtains a court ordered final judgment canceling or finding your existing mortgage(s) unenforceable. Fidelity then uses existing partnerships to obtain a new mortgage at 80% Loan to value based on today's market.

How will I get approved with bad credit and or late payments?

Your approval is based on positive equity and payment history

Is there any recourse from my lender after program is completed?

The home is 100% protected by Land Trust and un touchable; however, there is a second lawsuit we file based on the note and the outcome of that action and or negotiation will determine any personal liability if any. No matter the outcome you will actually have personal representation in this action.

Do I have to be in foreclosure or be late to qualify?

No, qualifying is based on violations your bank has made while servicing, selling, transferring, assigning, and, or recording your mortgage.

Will this affect my credit ?

It is possible. The note gives the lender the ability to damage credit. There are 5 possible outcomes after the process to release personal liability. (There are a few possible outcomes)

The first thing fidelity does is dispute the alleged amount owed. A debt in dispute can not be reported late until it is validated. (FCRA VIOLATION)

We file a lawsuit on note immediately after mortgage canceled options are.

We win and debt is canceled

The case goes quiet because of request to produce

We lose and debt is enforceable

If we lose we then negotiate the unsecured debt like credit card debt

If the bank does not negotiate we put you in asset protection plan and or qualify you for bankruptcy.

All of the above is done at by Fidelity's qualified attorneys and expense.

Once process is done will my title be clean?

You will receive a final judgment just like the banks receive in a foreclosure, an attorney's title opinion letter along with insurance to protect your interest. You may sell or refinance at your will.

Who is the Attorney representing me?

The Fidelity Land Trust Company has the relationship with the attorneys. The Trustee directs attorney and updates you. Once the mortgage is handled Fidelity retains an attorney on your behalf actually representing you personally with the goal of extinguishing personal liability on the note.

How will I know what is going on throughout this process?

You will receive calls, emails, letters, court correspondence, and documents throughout the process. The Fidelity Land Trust Co. is customer service oriented and is always there to answer any and all questions. Your trustee can also help you with any other legal issue. Credit card debt, medical debt, etc. We even have attorneys that handle personal injury cases., etc.

Can I sell, refinance, or pay my home off ?

You are free to do all of the above. There are no prepayment penalties and if you sell your home we may actually even assist you in sale with an assumable mortgage.

Will there be any recourse from my current lender after process is completed?

Once program is complete the mortgage will be canceled and the home protected by Land Trust and untouchable; however, there is a second lawsuit filed based on the note and the outcome of that action and or negotiation will determine any personal liability if any. No matter the outcome you will actually have personal representation in this action.

What happens with the taxes and insurance if we are behind?

Your taxes and insurance must be current and up to date. The Fidelity Land Trust Co. will investigate all monies owed before accepting a new client and all findings will be negotiated and disclosed before client starts the program.

What happens if Home Owners Association is behind or in arrears?

Your HOA dues must be up to date and paid. Should you be behind in your payments, you or The Fidelity Land Trust Co. will have to negotiate and settle any past due payments to consider working with the property. We can negotiate and add any back due HOA fees onto your loan. This may however reduce the equity in your home.

What happens when the lender continues to send monthly statements and calls for payment?

The law firm will send a letter of representation to your current lender to make calls cease and be forwarded to the law firm. If they continue to call you they may be liable for damages under the Fair Debt Collection Practice Act.

Will your legal team be in direct contact with me during this process?

Once you move forward you will receive a call from The Fidelity Land Trust Company that will explain the process with you and go over the timeline specific to your home.

Will I get insurance on the title?

Insurance will be provided on all transactions to protect our clients.

What if I can't afford to pay the closing cost upfront?

If you cannot afford the first 3 payments you most likely will not be able to afford the new mortgage. It will most likely be the best option for a homeowner to accept the cash for keys program and get a fresh start before they lose the house and end up with nothing. We will give you 1 year of living expense to leave home.

What is your attorney's name and law firm?

The Fidelity Land Trust Company has several attorneys that handle our cases depending on a complete case evaluation. I can tell you all of the attorneys have never had a disciplinary action and they have good standing with the bar with no Florida Bar complaints. Once your file has been accepted you will be notified of the attorney representing Fidelity and the home.

Does the client get individual legal representation?

The attorney DOES NOT represent the individual client. We are not doing foreclosure defense. The attorney represents The Fidelity Land Trust Company only. Your trustee does have access to over 145 law firms that specialize in all areas of law.

Does this program come with a guarantee?

There are no guarantees in a law suit. We can guarantee value and service. Beyond that the only guarantee is you will be in a better position with a Land Trust and competent representation by fidelity Land trust.

Why is a Cashier's Check or a Certified Check?

All real estate transactions require certified funds due to time sensitive material.

How long have you been in business? Who am I dealing with ?

Fidelity Land Trust is a New Corporate Trustee. The Trustee maintains commercial liability insurance, fiduciary insurance and all attorneys are vetted out, have a minimum of 10 years' experience, no disciplinary history and must maintain \$1,000,000 professional liability insurance.

Fidelity is a group of business professionals, attorneys , and licensed insurance companies which have found opportunity in the middle of Chaos. The banks are in disarray because of high volume and no control in underwriting.

Services

[Land Trusts](#)

[FAQs](#)

[Land Trust Advantages](#)

[Brand New Mortgage](#)

[Cash for Keys](#)

Process

[Land Trust Process](#)

[Land Trust FAQ](#)

[Land Trust Qualifications](#)

Contact

[Profile](#)

[Our E](#)

[Direct](#)

[Conta](#)

Florida HRM

413 N Federal Highway Hallandale, FL 33009

Contact Us

We are committed to helping our clients obtain a real solution and option to either save their home or receive cash for a fresh start. FloridaHRM.com is the bridge between the homeowner and investment firm that will use their attorneys to litigate and negotiate with the mortgage holder and obtain a new mortgage. Contact us using the information above or fill in the contact form to the right.



Florida HRM

413 N.Federal Highway Hallandale, FL 33009

800.208.5097

* Required

Title

MR

First Name *

Last Name *

Email Address *

Cell Phone Number *

Notes

Submit



View Larger Map

Services

Land Trusts

FAQs

Land Trust Advantages

Brand New Mortgage

Cash for Keys

Process

Land Trust Process

Land Trust FAQ

Land Trust Qualifications

Company

Profile

Our Experience

Directions

Contact Us

Florida HRM

413 N Federal Highway Hallandale, FL 33009

800.208.5097

EXHIBIT E

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

DANIEL J. STERMER, as Receiver for Laura
Hess & Associates, P.A., Hess Kennedy
Chartered LLC, The Consumer Law Center,
LLC, et al.

SUPP. CASE NO. 08-43488 CACE (08)

Plaintiff,

vs.

EDWARD CHERRY, individually,

Defendant.

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

CASE NO. 08-007686 CACE 08

Plaintiff,

vs.

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

Defendants.

CONSENT JUDGMENT ENTERING INJUNCTIVE RELIEF

Intervenor Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF
LEGAL AFFAIRS, STATE OF FLORIDA, and Defendant EDWARD CHERRY (hereinafter
referred to as the "Defendant") have agreed to the entry of this CONSENT JUDGMENT by the
Court without trial or adjudication of any issue of fact or law and without admission by Edward
Cherry of any allegation or wrongdoing. Restitution to consumers shall be dealt with through
the Order Approving Wind Down and the Order Approving Claims Procedure both signed and



issued by Judge Rothschild on October 13, 2008 in CASE NO. 08-007686 CACE 08.

Attorneys' fees and costs shall be payable to the Department of Legal Affairs Revolving Trust Account as allowed by the Court through the approved claims process of the Receivership Entities in CASE NO. 08-007686 CACE 08.

I. FINDINGS

A. On February 20, 2008, the State of Florida filed a Complaint in this main proceeding pursuant to the provisions of Florida Statute §501, Part II, Deceptive and Unfair Trade Practices Act alleging that the Receivership Entities engaged in unfair and deceptive acts or practices in the conduct of trade and commerce.

B. The Receivership Entities engaged in trade and commerce in the State of Florida, within the meaning of the Florida Statute 501, Part II, Deceptive and Unfair Trade Practices Act, including but not limited to, Broward County, in that they advertised, solicited, offered, and provided debt settlement/management services to Florida and non-Florida consumers.

C. Edward Cherry was a participant in the activities of the Receivership Entities.

D. This Court has jurisdiction over the subject matter of the Complaint filed herein and over the parties to this Consent Judgment.

II. INJUNCTIVE RELIEF

NOW THEREFORE, on the basis of these findings, and for the purpose of effecting this Consent Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Defendant shall be permanently ENJOINED from:
 - a. engaging in consumer-debt related services, whether secured or unsecured, including debt settlement services, debt management services, or any other service related to the

consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly, whether as the practice of law through a law office or law firm or as a business through any type of business or entity that is not a law office, law firm or engaged in the practice of law;

b. representing and/or soliciting through advertisement and/or oral communication, either directly or indirectly, that they offer, provide or otherwise render consumer-debt related services, whether secured or unsecured, including debt settlement services, debt management services, or any other service related to the consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly, whether as the practice of law through a law office or law firm or as a business through any type of business entity that is not a law office, law firm or engaged in the practice of law; and

c. accepting, receiving or otherwise obtaining payment from consumers for consumer-debt related services, whether secured or unsecured, including debt settlement services, debt management services, or any other service related to the consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly, whether as the practice of law through a law office or law firm or as a business through any type of business entity that is not a law office, law firm or engaged in the practice of law.

2. This Consent Judgment is not intended to confer upon any person any rights or remedies as a third party beneficiary. This Consent Judgment is not intended to create a private right of action on the part of any person or entity other than the parties hereto.

3. This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the Attorney General to apply, at any time, for enforcement of any provision of this Consent Judgment and for sanctions or other punishment for any violation of this Consent Judgment; and (b) enabling the Attorney General to apply, upon giving 30 days written notice to

all other parties, for such further orders and directions as might be necessary or appropriate either for the construction or carrying out of this Consent Judgment or for the modification or termination of any of the injunctive provisions of this Consent Judgment.

APPROVED:

Office of the Attorney General,
Department of Legal Affairs,
State of Florida

By: _____
Fulvio Joseph Gentili
Assistant Attorney General
110 S.E. 6th Street, 10th Floor
Fort Lauderdale, Florida 33301
FBN# 0037493

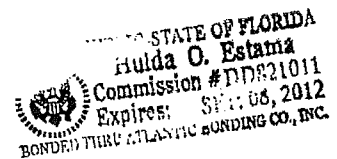
By: _____
Mary Leontakianakos
Division Director, Economic Crimes

Edward Cherry

By: _____
Edward Cherry, *pro se*

State of Florida)
County of Broward)

Before me the undersigned authority, personally
appeared EDWARD CHERRY, who acknowledges
that he has executed this document on his
free will.
Produced driver's license



Hulda O. Estama

Approved and Entered in Chambers this ____ day of December, 2008, in Ft. Lauderdale, Broward
County, Florida.

Ronald J. Rothschild

JAN 05 2009

Ronald J. Rothschild
Circuit Judge

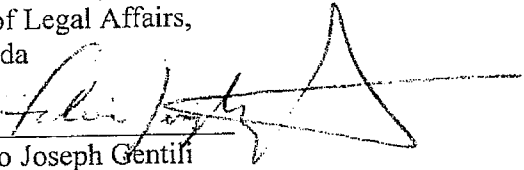
A TRUE COPY

all other parties, for such further orders and directions as might be necessary or appropriate either for the construction or carrying out of this Consent Judgment or for the modification or termination of any of the injunctive provisions of this Consent Judgment.

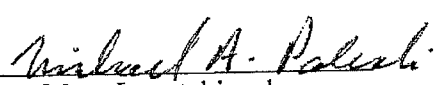
APPROVED:

Office of the Attorney General,
Department of Legal Affairs,
State of Florida

By: _____


Fulvio Joseph Gentili
Assistant Attorney General
110 S.E. 6th Street, 10th Floor
Fort Lauderdale, Florida 33301
FBN# 0037493

By: _____


FOR Mary Leontakianakos
Division Director, Economic Crimes

Edward Cherry

By: _____

Edward Cherry, *pro se*

Approved and Entered in Chambers this ____ day of December, 2008, in Ft. Lauderdale, Broward County, Florida.

Ronald J. Rothschild

IAN 0 5 2009

Ronald J. Rothschild
Circuit Judge

TRUE COPY