

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.: 13 - 19356

ROBERT J. VITALE,
THE CAMBRIDGE LAND TRUST COMPANY, L.L.C.,
and THE HARTFORD LAND TRUST COMPANY, L.L.C.,

Defendants.

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ORDER GRANTING
TEMPORARY INJUNCTION AND ASSET FREEZE WITHOUT NOTICE

This matter coming to be heard by the Court on Plaintiff's Motion for Temporary Injunction and Asset Freeze Without Notice, and the Court having reviewed the pleadings, evidence and argument, it is hereby **ORDERED AND ADJUDGED:**

1. The purpose of a temporary injunction is to preserve the status quo pending the final outcome of the case, and the trial court has broad discretion in granting temporary injunctions. *Brock v. Brock*, 667 So. 2d 310, 311 (Fla. 1st DCA 1995).

2. Generally, a temporary injunction requires a showing that (1) irreparable harm will result if the temporary injunction is not entered; (2) an adequate remedy at law is unavailable; (3) there is a substantial likelihood of success on the merits; and (4) entry of the temporary injunction will serve the public interest. *Sacred Family Investments, Inc. v. Doral Supermarket, Inc.*, 20 So. 3d 412, 415 (Fla. 3d DCA 2009).

3. However, because Florida Statutes Section 501.207(1) (b) expressly authorizes the enforcing authority to seek injunctive relief, Plaintiff "does not have to establish irreparable

harm, lack of an adequate legal remedy or public interest.” *Millenium Communications & Fulfillment, Inc. v. Office of the Attorney General*, 761 So. 2d 1256, 1260 (Fla. 3d DCA 2000).

Therefore, Plaintiff need only show a substantial likelihood of success on the merits: “The Department's sole burden at a temporary injunction hearing under FDUTPA is to establish that it has a clear legal right to a temporary injunction.” *Id.*

4. To prevail on an action under the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the plaintiff must show that “the alleged practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Office of Attorney General, Department of Legal Affairs v. Wyndham International, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004).

5. To establish individual liability under FDUTPA, the plaintiff must show that the “individual defendant actively participated in or had some measure of control over the corporation’s deceptive practices.” *KC Leisure v. Haber*, 972 So.2d 1069, 1073 (Fla. 5th DCA 2008); *Office of the Attorney General v. Wyndham Int’l, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004) (“individual defendant may also be held liable for consumer redress under the [FTC] Act if they participated directly in the deceptive practices or acts or they possessed the authority to control them.”).

FACTUAL FINDINGS

6. Having reviewed the affidavit and its attachments and other evidence submitted in support of the Motion, the Court makes the following factual findings.

7. Defendants are making false promises and representations to consumers in order to induce consumers to transfer title to their homes to Defendants for no consideration and to pay Defendants thousands of dollars in advance fees for services Defendants cannot deliver.

8. Defendants acquire title to a Florida homeowner's residence for no consideration through a deed which transfers the title of the residence to a trust created by and under the control of the Defendants. In transferring title, the Florida homeowner is relying on Defendants' direct or indirect representations that Defendant can annul or otherwise cancel the homeowner's mortgage. In addition, the homeowner is required to pay directly or indirectly advance fees to Defendant entities Cambridge or Hartford.

9. Consumers have been misled by Defendants' deceptive and/or unfair and/or unconscionable representations to Florida homeowners that the Defendants can cancel or otherwise void a distressed homeowner's existing mortgage and replace it with a new affordable mortgage.

10. Defendants' misrepresentations are unfair and/or deceptive and are likely to mislead consumers acting reasonably. The acts and practices described above are in violation of the Florida Deceptive and Unfair Trade Practices Act Section 501.201 *et seq.*

11. In addition, Defendants' conduct also violates Section 501.1377(3) which prohibits any person providing foreclosure-related rescue services from charging an up-front advance fee prior to the completion of the services and requires a statutorily prescribed written consumer agreement. Defendants' acts and practices come within the scope of Section 501.1377 and Defendants' collection of upfront advance fees for foreclosure-related rescue services and failure to provide the statutorily-required written agreements constitute violations of that section. *See* § 501.1377(4), (5), Fla. Stat. (requiring specific written agreement). A violation of Section 501.1377 is a *per se* violation of FDUTPA. § 501.1377(7), Fla. Stat. ("A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II of this chapter [FDUTPA]."). Therefore, Defendants' collection of upfront advance fees and the

omission of the statutorily-required written agreements constitute separate and independent violations of FDUTPA.

12. Defendants have continued to market and advertise their services to consumers in the State of Florida. If Defendants are not enjoined, Florida consumers will continue to be deceived into engaging the Defendants to save their homes, despite the fact that Defendants cannot legally render the promised services.

13. The need to prevent additional harm to consumers that may result from the actions of the Defendants necessitates immediate action to enjoin the continued deception of Florida consumers. Based upon the Defendants' pattern of deceptive and/or unfair conduct, consumers will continue to suffer irreparable damage in the form of the loss of their homes and loss of money due to their reliance on Defendants' false promises and misrepresentations.

14. In addition, there is a substantial likelihood that Defendants may dissipate or disperse assets, thus preventing consumers who have been injured by Defendants from receiving equitable relief in the form of restitution. Therefore, preservation of the status quo can best be accomplished by issuance of a freeze order precluding waste, dissipation or distribution of the Defendants' assets.

15. Under the circumstances of this case, a temporary injunction *without notice* is warranted. Under the facts of this case, the time required to notice a hearing on a temporary injunction would exacerbate the injuries suffered by consumers who are trusting Defendants with their family homes through Defendants' use of an egregiously frivolous quiet title legal theory. Service and hearing would only further damage the consumers who have been so far victimized by Defendants' conduct through continued payment of advance fees and permit Defendants to victimize new consumers. Any consumer monies are still retained by Defendants would likely

be dissipated should notice be given. In addition, Defendant Vitale has a demonstrated history of endeavoring to conceal his assets from law enforcement so that providing notice to Defendant Vitale of the Plaintiff's motion would afford Defendant Vitale another opportunity to conceal assets. Such opportunity should not be afforded to Defendant Vitale since he has already engaged in admitted criminal obstruction and perjury in an effort to conceal assets from the United States Securities and Exchange Commission.

TEMPORARY INJUNCTION AND ASSET FREEZE

Based upon the evidence submitted and the foregoing factual findings, the Court makes the following rulings:

16. Plaintiff's Motion for Temporary Injunction and Asset Freeze Without Notice is GRANTED.

17. The Defendants and their officers, employees, affiliates, agents, representatives, attorneys or any other person or entity acting through or on their behalf from are temporarily ENJOINED from destroying, mutilating, concealing, altering, or disposing of, in any manner, any information which has any connection to Defendants' operations, including books, records, papers, consumer files and personal and financial information contained therein, computer disks, computer memory retention devices or the like, computer, documents, correspondence, obligations or other property of the Defendants herein until further order of this Court.

18. Defendants Robert J. Vitale, The Cambridge Land Trust Company, LLC and The Hartford Land Trust Company, 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, are temporarily ENJOINED from:

- a. 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 or because a UCC-1 filing was not made;

b. 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 or because a UCC-1 filing was not made;

c. organizing, registering, administrating, advising, or investing in any organization that purports to 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 or because a UCC-1 filing was not made;

d. 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 because a UCC-1 filing was not made; and

e. 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 through international commercial claims, the uniform commercial code or other extrajudicial proceedings which are not civil actions in the courts of Florida or any other mortgage or foreclosure relief services through other entities such as Trinity International Trust Company.

19. Defendant Robert J. Vitale and any other entity controlled, owned or operated by Defendant Robert J. Vitale are temporarily ENJOINED from transferring, conveying, encumbering, or otherwise alienating any interest in real property, including but not limited to the real properties standing in the name of Coral Springs Investment Group, Inc., located at 4337 Sea Grape Drive, Lauderdale by the Sea, Florida 33308, Broward County Property Appraiser ID #4943-18-05-0380, and 249 Tropic Drive, Lauderdale by the Sea, Florida 33308, Broward County Property Appraiser ID #4943-18-05-0740.

20. The Defendants are temporarily ENJOINED from wasting, dissipating or otherwise distributing all financial assets until further order of this Court.

21. The Defendants are temporarily ENJOINED from transferring, conveying, encumbering, disposing of or otherwise alienating assets, deposits, or other funds on deposit or available with any bank, savings and loan, or other financial institution in the State of Florida until further order of this Court.

22. Defendant Robert J. Vitale and any other entity controlled, owned or operated by Defendant Robert J. Vitale, including but not limited to Coral Springs Investment Group, Inc., are temporarily ENJOINED from any waste, dissipation or other distribution of assets, including but not limited to the real properties standing in the name of Coral Springs Investment Group, Inc., located at 4337 Sea Grape Drive, Lauderdale by the Sea, Florida 33308, Broward County Property Appraiser ID #4943-18-05-0380, and 249 Tropic Drive, Lauderdale by the Sea, Florida 33308, Broward County Property Appraiser ID #4943-18-05-0740.

23. Any and all financial institutions on who receive notice of this Court's Order shall suspend all debits, transfers or withdrawals from any account, brokerage account or investment account and/or access to safe deposit box or boxes under the control or in the name of any of the Defendants until further order of this Court.

24. The Defendants are ORDERED to produce to the Plaintiff within thirty (30) days from the date of this Order unredacted copies of (1) all deeds from consumers for real property located in Florida and (2) all statements, records, documents or other materials from January 1, 2011 to the date of this Order from all banks or other financial institutions located in Florida and/or in any other state and/or outside the continental United States, through or in which funds from consumers have been directly or indirectly deposited, credited or otherwise transferred to, by or on behalf of any Defendant and/or any other person or entity under the direct or indirect control or direction of any Defendant.

25. The Court determines that giving due regard for the public interest, no bond is required to be posted, pursuant to Florida Rule of Civil Procedure 1.610(b).

26. A hearing shall be held within 5 days after the Defendants apply for a hearing on a motion to dissolve or modify the temporary equitable relief granted by the Court.

SO ORDERED.

ORDERED, APPROVED and ENTERED in Chambers in Broward County, Florida this

26 day of August, 2013.

Dated: 8/26/2013 Time: 10:40 (a.m.) / ~~p.m.~~

By: _____
Circuit Court Judge

MICHAEL L. GATES
Circuit Judge

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