

**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, and
THE OFFICE OF FINANCIAL REGULATION,
STATE OF FLORIDA

Plaintiffs,

CASE NO.

v.

NATIONAL FORECLOSURE MANAGEMENT, INC.,
a Florida corporation;
AMERICAN HOME RESCUE, INC.,
a Florida corporation;
NATIONAL PROPERTY HOLDING GROUP, LLC,
a Florida corporation;
THE MORTGAGE PRACTICE, INC.,
a Florida corporation;
SOUTHEAST CAPITAL MORTGAGE COMPANY,
a Florida corporation;
BARRISTER TITLE SERVICES, INC.,
a Florida corporation;
GMC LAND SERVICES OF FLORIDA, INC.,
d/b/a RICHMOND ABSTRACT, INC.,
a Florida corporation;
BERNARD WILLIAMS; WYMAN F. ROBERTS;
LAKEISHA MARION; ANNA SILVA;
ALBERT NAE; LINDA RUBINCHIK;
RHONA OLIVER; TRACY NEEDLEMAN;
GINA ROCK; JOHN SARLO, DIANNA
BROWN-FLOURNOY and REINA ROMAN

Defendants.

_____ /

**COMPLAINT FOR CIVIL PENALTIES, DAMAGES, INJUNCTIVE AND OTHER
EQUITABLE RELIEF**

The OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL
AFFAIRS, STATE OF FLORIDA and THE OFFICE OF FINANCIAL REGULATION, STATE

OF FLORIDA sue Defendants, NATIONAL FORECLOSURE MANAGEMENT, INC., a Florida Corporation; AMERICAN HOME RESCUE, INC., a Florida corporation; NATIONAL PROPERTY HOLDING GROUP, LLC, a Florida corporation; THE MORTGAGE PRACTICE, INC, a Florida corporation; SOUTHEAST CAPITAL MORTGAGE COMPANY, a Florida Corporation; BARRISTER TITLE SERVICES, INC., a Florida Corporation; GMC LAND SERVICES OF FLORIDA, INC., d/b/a RICHMOND ABSTRACT, INC., a Florida corporation; BERNARD WILLIAMS, an individual; WYMAN F. ROBERTS, an individual; LAKEISHA MARION, an individual; ANNA SILVA, an individual; ALBERT NAE, an individual; LINDA RUBINCHIK, an individual; RHONA OLIVER, an individual; TRACY NEEDLEMAN, an individual; GINA ROCK, an individual; JOHN SARLO, an individual; DIANNA BROWN-FLOURNOY, an individual and REINA ROMAN, an individual, and allege:

JURISDICTION AND VENUE

1. This is an action for civil penalties, damages, injunctive and equitable relief brought pursuant to the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Chapter 501, Part II, Florida Statutes against all Defendants and an action for injunctive and other equitable relief against Defendants Southeast Capital Mortgage, Albert Nae, Wyman F. Roberts and Bernard Williams, brought pursuant to Section 494.0013, Florida Statutes.
2. This Court has jurisdiction pursuant to the provisions of said statutes.
3. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida.
4. Venue is proper in the Seventeenth Judicial Circuit, Broward County, Florida, as the Defendants engaged in business in Broward County and/or because much of the conduct

alleged below occurred in Broward County, Florida.

5. Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida, is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act, Chapter 501 Part II, Florida Statutes. Plaintiff is authorized to seek injunctive and other statutory and civil relief pursuant to the provisions of that Act.
6. Plaintiff, Office of Financial Regulation, State of Florida, is an enforcing authority of the Florida Mortgage Brokerage and Mortgage Lending Act, Chapter 494, Florida Statutes. Plaintiff is authorized to seek injunctive and other equitable relief pursuant to that Act.
7. Plaintiffs conducted a joint investigation, and the heads of the enforcing authorities, Attorney General Bill McCollum and Commissioner Don B. Saxon, have determined that an enforcement action serves the public interest.
8. Defendants, at all times material hereto, have engaged in "trade or commerce" by advertising, soliciting, offering or distributing a good or service, within the definition of Section 501.203(8), Florida Statutes.
9. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes.
10. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.
11. Defendants Southeast Capital Mortgage, Albert Nae, Wyman F. Roberts and Bernard Williams were at all times material hereto subject to the jurisdiction of the Office of Financial Regulation, State of Florida under Chapter 494, Florida Statutes.

DEFENDANTS

12. Defendant NATIONAL FORECLOSURE MANAGEMENT, INC. (“NFM”) is an inactive for-profit Florida corporation with its principal place of business at 6625 Miami Lakes Drive, Miami Lakes, Florida. NFM was, at all times material hereto, owned and operated by Defendant WYMAN ROBERTS.
13. Defendant AMERICAN HOME RESCUE, INC. (“AHR”) is an active for-profit Florida corporation with its principal place of business at 1031 Ives Dairy Road, #228, Miami, Florida. AHR was, at all times material hereto, owned and operated by Defendant BERNARD WILLIAMS. It is the successor to NFM. AHR and NFM will be collectively referred to as “NFM.”
14. Defendant BERNARD WILLIAMS is the President, Director, owner and operator of AHR and was an agent of NFM, The Mortgage Practice, Inc. and Southeast Capital Mortgage. At all times material hereto, Defendant BERNARD WILLIAMS controlled the activities of NFM and AHR. WILLIAMS was the branch manager of Branch #2 of Southeast Capital Mortgage.
15. Defendant WYMAN ROBERTS was the President, Director, owner and operator of NFM, National Property Holding Group, LLC, and The Mortgage Practice, Inc., and an agent of Southeast Capital Mortgage. At all times material hereto, Defendant WYMAN ROBERTS controlled the activities of the Defendant corporations NFM, National Property Holding Group, LLC, and The Mortgage Practice, Inc. ROBERTS worked as a mortgage broker at a Southeast Capital Mortgage branch.

16. Defendant LAKEISHA MARION was an agent of NFM.
17. Defendant ANNA SILVA is the Vice President of AHR.
18. Defendant SOUTHEAST CAPITAL MORTGAGE COMPANY (“Southeast Capital Mortgage”) is an active for-profit Florida corporation with its principal place of business at 3475 Sheridan St., Suite 215C, Hollywood, Florida. Southeast Capital is owned and operated by Defendant ALBERT NAE.
19. Defendant ALBERT NAE, is a licensed mortgage broker and is the president and owner of Southeast Capital Mortgage. At all times material hereto, Defendant ALBERT NAE controlled the activities of Southeast Capital Mortgage.
20. Defendant BARRISTER TITLE SERVICES, INC. (“Barrister Title”) is an active for-profit Florida corporation with its principal place of business at 1860 N. Pine Island Rd., Suite 118, Plantation, Florida. Barrister Title was, at all times material hereto, owned and operated by Defendant Linda Rubinchik.
21. Defendant LINDA RUBINCHIK is the President and Owner of Barrister Title. At all times material hereto, Defendant LINDA RUBINCHIK controlled the activities of Barrister Title.
22. Defendant RHONA OLIVER is an agent of Barrister Title.
23. Defendant TRACY NEEDLEMAN is an agent of Barrister Title.
24. Defendant GMC LAND SERVICES OF FLORIDA, d/b/a RICHMOND ABSTRACT TITLE, Inc. (“Richmond Abstract”) is an inactive for-profit Florida corporation.
25. Defendant GINA ROCK was an agent of Richmond Abstract.
26. Defendant JOHN SARLO was an agent of Richmond Abstract.

27. Defendant DIANNA BROWN-FLOURNOY was an agent of NFM.
28. Defendant REINA ROMAN was an employee of Southeast Capital Mortgage.
29. Defendant NATIONAL PROPERTY HOLDING GROUP, LLC (“NPHG”) is an inactive for profit Florida corporation. NPHG was, at all times material hereto, owned and operated by Defendant Wyman Roberts.
30. Defendant THE MORTGAGE PRACTICE, INC. is an inactive for profit Florida corporation. Defendant THE MORTGAGE PRACTICE INC. was, at all times material hereto, owned and operated by Defendant Wyman Roberts.

ALLEGATIONS

31. Beginning in October of 2004 the Defendants implemented a scheme to defraud homeowners of the equity in their homes. They selected homeowners who were in the process of being foreclosed and who had substantial equity in their home.
32. NFM recruited distressed homeowners by door to door solicitation, flyers, articles in local magazines, word of mouth, gospel radio advertisements or contact at family picnics organized by NFM.
33. An NFM “field analyst” then brought the homeowner to a meeting with NFM principals, either Wyman Roberts or Bernard Williams, at which the homeowner was promised that NFM would hold title to the homes for a year, refinance the debt, provide cash out to the homeowner, provide credit repair counseling, allow the homeowner to remain in the house, obtain a new mortgage for the homeowner, and deed the property back at the end of the year after the foreclosure had been avoided and the homeowner’s credit repaired.
34. An agent of NFM had the homeowners sign a number of blank or partly filled out

documents without explaining the meaning of the documents. The homeowners were rushed to sign the documents without an opportunity to examine them. The documents were often notarized without the homeowners present before the notary. For example, notary Dianna Brown-Flournoy notarized at least one blank Bill of Sale and a blank Warranty Deed.

35. NFM gave the homeowners a bogus “Certificate of Authenticity” which stated that “a post-dated Quit Claim Deed and Service Agreement for the property will be registered” and that the homeowner would be “fully entitled to all rights to the property after a one (1) year period.”
36. Homeowners were not told and did not realize that the documents conveyed their homes to third parties (known as “straw buyers”).
37. Southeast Capital Mortgage, through Bernard Williams, Wyman F. Roberts, Reina Roman and other employees, originated all of the loans for the straw buyers. The loan applications would usually contain false information that would be material to the granting of the loan.
38. Southeast Capital Mortgage would artificially inflate the home’s value and the apparent amount of the equity in order to obtain the maximum loan.
39. To accomplish this, every transaction included:
 - a. A “sellers’ contribution to closing costs” of 6% and/or
 - b. A fabricated second mortgage from the homeowner.
40. The majority of more than 80 closings set up by Southeast Capital Mortgage were handled by title agents from Richmond Abstract and Barrister Title, including Rock,

Rubinchick, Oliver, Sarlo and Needleman, who signed off on closings with one or more of the following discrepancies:

- a. Cash, which the HUD statement had designated for the seller, was instead distributed to others pursuant to “Distribution Instructions” faxed from Southeast Capital Mortgage. Additionally, in each of these transactions, the “Distribution Instructions” designated exactly either \$3,000.00 or \$4,000.00 to the buyer; and
 - b. “Cash from the buyer” was indicated on the HUD statement but the buyer did not bring cash to the closing; rather the check was provided by Southeast Capital Mortgage in the buyer’s name.
- 41. NFM used a portion of the sale proceeds to extinguish the existing obligations on the homes and to terminate the foreclosure proceedings. Except for nominal sums that went to the homeowners, the remaining equity was never returned.
 - 42. Under the agreements signed with NFM, homeowners were now renting their properties from the straw buyers. NFM collected the rents, however.
 - 43. Rent payments sent to NFM were often converted to NFM’s use rather than used to pay the new mortgage.
 - 44. NFM made hurricane damage claims in straw buyers’ names and converted significant portions of those insurance proceeds to its own use.
 - 45. When the new mortgages went into foreclosure, NFM falsely informed the straw buyers that the homeowners were not making the required payments.
 - 46. NFM did not make any arrangements to transfer title back to the homeowners.
 - 47. Little or no credit counseling was provided.

48. Homeowners were not told what it would cost to repurchase their homes, or that any new loan necessary to repurchase the home would be much larger than their original loan.
49. Defendants utilized unfair or deceptive trade practices or unconscionable acts or practices not only to strip the equity in the homes of consumers facing foreclosure, but also to defraud the straw buyers who purchased the homes as well as the institutions providing financing to Southeast Capital Mortgage. The Defendants kept the equity in the home, the rent payments and the insurance proceeds and left homeowners with a pittance. They conducted this scheme with the help of the title companies who failed to follow the rules and/or the law.

Examples of Actual Transactions

Kaylene Gainer, Tyrone and Debbie Humphrey and Stacy Grant-Johnson

50. In 2005, foreclosure suits were filed against the above homeowners who each owned a single family home in Broward or Palm Beach Counties.
51. In each case, Defendant Lakeisha Marion, a field agent for NFM, contacted the homeowner.
52. In each case, Marion took the homeowner to meet with Wyman Roberts or Bernard Williams at Southeast Capital Mortgage. It was explained that NFM's program secures refinancing, repairs credit and allows homeowners to stay in their home and pay only an amount equal to the new mortgage payment for a year. Insurance and taxes would be paid by the program. After the year NFM would deed the property back to the homeowner.

53. Homeowners were told they would receive a certain amount of cash at the closing of the new financing. Each homeowner only received a fraction of what was promised and a fraction of the total equity taken from the home.
54. None of the homeowners was informed that the home was actually being conveyed to a third party, a “straw buyer,” who supplied credit worthiness for a fee so that the refinancing could be obtained.
55. The proceeds from each of the closings were distributed by instructions faxed to Richmond Title or Barrister Title from Southeast Capital Mortgage. NFM received the lion’s share of the proceeds, with Southeast Capital Mortgage a close second. Marion received a fee as did the straw buyer. The homeowner received a very small percentage of the proceeds.
56. Two of the houses sustained hurricane damage. In each case NFM processed the insurance proceeds. In one instance, none of the proceeds were used to repair the home. In another, approximately 40% of the proceeds were kept by NFM leaving the homeowner to pay the balance.
57. The taxes on Ms. Gainer’s property were not paid in 2005 or 2006 and NFM did not make the mortgage payments on the new mortgage.
58. The Humphreys eventually filed a lawsuit against Southeast Capital Mortgage and the straw buyer.
59. Ms. Grant-Johnson was not able to afford the rent or repurchase the home.
60. Through the deceptive acts or practices or unconscionable acts or practices of the Defendants, Ms. Gainer lost the entire equity in her home, the Humphreys lost

considerable equity in, title to and the right to occupy their home and Ms. Grant-Johnson lost substantial equity and had to abandon her property.

COUNT I

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

61. Plaintiff adopts, incorporates herein and realleges paragraphs 1 through 60 as if fully set forth below.
62. Section 501.204(1), Florida Statutes, provides that “unconscionable acts or practices, and unfair or deceptive trade practices in the conduct of any trade or commerce are hereby declared unlawful.”
63. Commencing on a date unknown, but at least subsequent to October of 2004, the Defendants engaged in various willful deceptive and unfair trade practices. Said practices were and are false, misleading, deceptive, unfair and unconscionable, and constitute violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II.
64. The Defendants:
 - a. represented, expressly or by implication, that they would save homeowners from foreclosure, when in fact, Defendants could not save their homes by utilizing the Defendants’ program or services;
 - b. induced homeowners to enter into complex real estate transactions without explaining or by failing to adequately disclose that the title to their property would be conveyed;

- c. converted the homeowners' equity into cash for the benefit of the Defendants without the homeowners' knowledge or consent;
- d. misrepresented and/or failed to disclose to the homeowners the existence, nature or value of the equity in their home;
- e. misrepresented and/or failed to disclose to homeowners that the Defendants were taking the homeowners' equity;
- f. misrepresented and/or failed to disclose to the homeowners the amount of the new mortgage Defendants placed on the homeowners' homes;
- g. misrepresented and/or failed to disclose the nature and the amount of the fees that homeowners paid for mortgage foreclosure rescue services;
- h. represented to homeowners that NFM would put their finances in order when in fact it did not;
- i. represented to homeowners that NFM would repair the homeowners' credit when in fact it did not;
- j. represented to homeowners that NFM would forward the monthly payments on the new mortgage when in fact it did not;
- k. represented to homeowners that NFM would be able to obtain a new mortgage when in fact it could not;
- l. induced homeowners to enter into a sale-option to purchase transaction when NFM knew that homeowners would not be able to afford to exercise the option to purchase;

- m. concealed the source of down payments and created illusory second mortgages in order to inflate the purchase price on the homes and to distort the loan-to-value ratio to increase the size of the loan that the straw buyer was obligated to repay;
- n. concealed false information in the straw buyers' initial and final loan applications, including, but not limited to: that the property purchased with the loan would not be the straw buyers' primary residence and that the straw buyers would be renting the properties; and
- o. structured transactions with loans that required monthly payments that neither the homeowners nor the straw buyers could afford.

Such representations made to consumers were false and misleading and constituted deceptive acts or practices and/or unconscionable acts or practices, in violation of Section 501.204(1), Florida Statutes.

- 65. NFM, Bernard Williams, NPHG., The Mortgage Practice, Wyman Roberts, Lakeisha Marion and Anna Silva represented, expressly or by implication, that the equity from the homes participating in Defendants' foreclosure rescue program either did not exist or would be put in escrow to make necessary payments on the properties. However, the equity from the homes at issue was converted to the use of the Defendants rather than used on behalf of the victim homeowners. Therefore, such representations made to consumers were false and misleading and constitute deceptive acts or practices or unconscionable acts or practices in violation of Section 501.204(1), Florida Statutes.
- 66. Southeast Capital Mortgage, through Bernard Williams, Wyman F. Roberts and Reina Roman originated loans for the straw buyers. Some loan applications would contain false

information that would be material to the granting of the loan. Providing such false information constitutes a deceptive act or practice or an unconscionable act or practice in violation of Section 501.204(1), Florida Statutes.

67. Southeast Capital and Albert Nae facilitated the remaining Defendants' scheme by originating questionable loans for straw buyers, creating an inflated and illusory purchase price, and preparing the "Distribution Instructions" used improperly and deceptively to disburse the equity from the homes. These acts were misleading to both homeowners and straw buyers and constitute deceptive acts or practices or unconscionable acts or practices in violation of Section 501.204(1), Florida Statutes.
68. Richmond Title Abstract, Barrister Title and their agents or employees, Linda Rubinchik, Rhona Oliver, Tracy Needleman, John Sarlo and Gina Rock facilitated the remainder of the Defendants' scheme by acting as closing agents for residential real estate transactions involving numerous discrepancies and knowingly signing off on false HUD statements. These acts were misleading to homeowners and constitute deceptive acts or practices or unconscionable acts or practices in violation of Section 501.204(1), Florida Statutes.
69. Defendants NFM, The Mortgage Practice, NPHG, Southeast Capital Mortgage, Lakeisha Marion and Reina Roman each received proceeds from the skimmed equity in properties to which they were not entitled, an unconscionable act or practice under Section 501.204(1), Florida Statutes.
70. Defendant Dianna Brown-Flournoy notarized blank documents used in the transfer of property. These acts constitute deceptive acts or practices or unconscionable acts or practices in violation of Section 501.204(1), Florida Statutes.

71. Section 494.0072(2), Florida Statutes, precludes willfully using a method act, or practice in violation of Chapter 494, which victimizes homeowners during the course of a residential mortgage transaction, and in committing such violation knew or should have known that such conduct was unfair or deceptive.
72. Southeast Capital Mortgage and its president Albert Nae as well as Bernard Williams and Wyman F. Roberts, facilitated the Defendants' scheme by originating loans for buyers and preparing the "Distribution Instructions" used improperly and deceptively to disburse the proceeds to the Defendants. These acts were misleading to the sellers and the buyers and constitute deceptive acts or practices or unconscionable acts or practices in violation of Section 501.204(1), Florida Statutes.
73. These acts and practices of the Defendants were and are to the injury and prejudice of the public and constitute unconscionable acts or practices and/or unfair or deceptive trade practices.

COUNT II

ACTION FOR INJUNCTIVE RELIEF UNDER FLA. STAT. § 494.0013

74. Plaintiff, Office of Financial Regulation, State of Florida, realleges paragraphs 1 – 73 and incorporates them by reference herein and pursuant to Section 494.0013, Florida Statutes, asks this Court to enjoin the following violations of Chapter 494, Florida Statutes.
75. Section 494.0072(2)(q), Florida Statutes, prohibits the commission of fraud, misrepresentation, concealment, dishonest dealing by trick, scheme, or device, culpable negligence, or breach of trust in any business transaction in any state, nation, or territory;

or aiding, assisting, or conspiring with any other person engaged in any such misconduct and in furtherance thereof.

76. Southeast Capital Mortgage and its president Albert Nae, as well as Bernard Williams and Wyman F. Roberts, facilitated NFM's scheme by originating loans for buyers, and creating an inflated and illusory purchase price. These acts aided in the victimization of the homeowners during the course of a residential mortgage transaction, misled the sellers and the buyers and constituted fraudulent practices, in violation of Section 494.0072(2)(q), Florida Statutes.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court, as authorized by the provisions of Sections 501.207 and 494.0013, Florida Statutes, and pursuant to its own equitable powers:

- A. Enter an Order pursuant to Section 501.207, Florida Statutes, permanently enjoining the Defendants, their agents, employees, attorneys, or any other persons who act under, by, through, in concert with or on behalf of the Defendants, from operating or participating in any type of industry related to real estate.
- B. Enter an Order pursuant to Section 501.207, Florida Statutes, permanently enjoining Defendants, their agents, employees, attorneys, or any other persons who act under, by, through, in concert with or on behalf of the Defendants from disposing of, transferring, relocating, dissipating or otherwise altering the status of their assets, bank accounts, and property (real, personal, and intangible), or divesting themselves of any interest in any enterprise, including real estate, without prior Court approval;

- C. Enter an Order pursuant to Section 501.207, Florida Statutes, enjoining Defendants, their agents, employees, attorneys, or any other persons who act under, by, through, in concert with or on behalf of the Defendants from engaging in the collection of monies allegedly owed to Defendants by consumers induced into enrolling in the Defendants' program.
- D. Enter an Order awarding actual damages to all consumers, known and unknown, who are shown to have been injured in this action, pursuant to Section 501.207, Florida Statutes;
- E. Assess against the Defendants herein civil penalties, pursuant to Section 501.2075, Florida Statutes in the amount of ten thousand dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes, or fifteen thousand dollars (\$15,000.00) for each act or practice committed against a senior citizen in violation of Chapter 501, Part II, Florida Statutes;
- F. Enter an Order pursuant to Section 501.207, Florida Statutes, permanently enjoining the Defendants, their agents, employees, attorneys, or any other persons who act under, by, through, in concert with or on behalf of the Defendants from violating the FDUTPA;
- G. Enter an Order pursuant to Section 494.0072(1), Florida Statutes, permanently enjoining the Defendants, their agents, employees, attorneys, or any other persons who act under, by, through, in concert with or on behalf of the Defendants, from operating or participating in any type of industry related to residential mortgage lending.
- H. Enter an Order pursuant to Chapter 494, Florida Statutes, for surrender and for revocation of the correspondent mortgage lender license, CL 0701286, held by Defendant Southeast Capital Mortgage Company.

- I. Enter an Order for the surrender and for the revocation of the individual mortgage broker license, MB 0837822, held by Defendant Albert Nae.
- J. Enter an order for the surrender and for the revocation of the individual mortgage broker license, MB 0710756, held by Defendant Wyman Frank Roberts, Jr.
- K. Waive the posting of bond by Plaintiffs in this action pursuant to Section 60.08, Florida Statutes, and Fla.R.Civ.P. 1.610(b);
- L. Award reasonable attorney's fees and costs to Plaintiff herein, pursuant to Section. 501.2105, Florida Statutes;.
- M. Enter an Order awarding actual damages to all consumers, known and unknown, who are shown to have been injured in this action, pursuant to Section 501.207, Florida Statutes;
- N. Enter an Order dissolving American Home Rescue, National Foreclosure Management, Southeast Capital Mortgage, Richmond Abstract, Inc., The Mortgage Practice, Inc. and National Property Holding Group as Florida corporations;
- O. Grant, pursuant to Section 501.207, Florida Statutes, temporary relief and such other and further legal and equitable relief as this Court deems just and proper to redress injury to consumers resulting from Defendants' violations of the FDUTPA, including, but not limited to, rescission of contracts and disgorgement of ill-gotten gains by the Defendants,

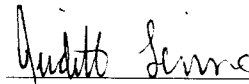
as well as rescission of the fraudulent conveyances of property and quiet title to those properties.

Plaintiffs request a trial by jury on all claims so triable.

Dated this 22nd day of January, 2008.

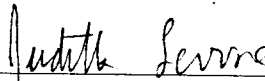
Respectfully Submitted,

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