

**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

U.S. RE COMPANIES, INC.; a Delaware corporation; U.S. RE COMPANIES, LLC, a Delaware limited liability company; and TAL PICCIONE, individually,

GENERAL JURISDICTION
DIVISION:

CASE NO.:

Plaintiffs,

vs.

ALAN FELDMAN, individually; ELIAS CORREA, individually; RICHARD J. LYDECKER, individually; LYDECKER, LEE, BERGA & DE ZAYAS, LLC, D/B/A LYDECKER DIAZ, a Florida limited liability company; LYDECKER LLP, a Florida limited liability partnership, D/B/A LYDECKER|DIAZ; WESTMORELAND EQUITY FUND, LLC, a Delaware limited liability company; SANDY HUTCHENS, A/K/A ED RYAN, individually; BERNARD FELDMAN, individually; AMERICAN ESCROW & SETTLEMENT SERVICES, LLC, a Florida limited liability company,

Defendants.

COMPLAINT

Plaintiffs U.S. RE COMPANIES, INC., a Delaware corporation, U.S. RE COMPANIES, LLC, a Delaware limited liability company, and TAL PICCIONE, individually, by and through undersigned counsel, hereby sue Defendants ALAN FELDMAN, individually; ELIAS CORREA, individually; RICHARD J. LYDECKER, individually; LYDECKER, LEE, BERGA & DE ZAYAS, LLC, D/B/A LYDECKER DIAZ, a Florida limited liability company; LYDECKER LLP, a Florida limited liability partnership, D/B/A LYDECKER|DIAZ, F/D/B/A LYDECKER, LEE, BERGA & DE ZAYAS, LLC; WESTMORELAND EQUITY FUND, LLC,

a Delaware limited liability company; SANDY HUTCHENS, A/K/A ED RYAN, A/K/A Craig Hutchens, A/K/A Moishe Hutchens, A/K/A Moishe Alexander, A/K/A Moshe Ben Avraham, A/K/A Fred Hayes, A/K/A Mathew Kovce, individually; BERNARD FELDMAN, individually; and AMERICAN ESCROW & SETTLEMENT SERVICES, LLC, a Florida limited liability company, and allege as follows:

PARTIES

1. Plaintiff U.S. RE COMPANIES, INC. (“U.S. RE/Inc.”) is a corporation organized under the laws of the State of Delaware with its principal place of business in Pearl River, New York. This Plaintiff was incorporated in 1990.

2. Plaintiff U.S. RE COMPANIES, LLC (“U.S. RE/LLC”) is a limited liability company organized under the laws of the State of Delaware and was to have its principal place of business in Pearl River, New York. It was formed at the request of Plaintiffs U.S. RE Companies, Inc. and Tal Piccione to Lydecker, Lee, Berga & De Zayas, LLC, D/B/A Lydecker Diaz as their counsel in its Miami, Florida office, to receive some of the proceeds of a loan from Defendant Westmoreland Equity Fund, LLC and expand the reinsurance brokerage business based upon the experience and relationships of Plaintiff U.S. RE/Inc.

3. Plaintiff TAL PICCIONE (“Piccione”) is over the age of 18, is *sui juris*, and is a citizen and resident of New York, NY. Plaintiff Piccione is the Chairman, CEO and President of U.S. RE/Inc. He loaned U.S. RE/Inc. money to pay advanced lending fees to Defendant Westmoreland Equity Fund, LLC, and was caused reputational harm by the Defendants’ actions.

4. Defendant ALAN S. FELDMAN (“Alan Feldman”), is over the age of 18, is *sui juris*, and is a citizen and resident of Miami, Florida. At all times material hereto, Defendant Alan Feldman held himself out as a partner and shareholder in the law firm Lydecker | Diaz.

Defendant Alan Feldman also managed Lydecker Diaz's client relationship with Hutchens and Westmoreland and was Plaintiffs' counsel. He is a 2004 graduate of Nova Southeastern University – Shepard Broad Law Center, and was selected by Super Lawyers as a rising star for the years 2012-2016. During his tenure at Lydecker Diaz, Defendant Alan Feldman practiced in the areas of business litigation, general business and corporate law, entertainment and sports law, and the defense of national class actions. He is the son of Defendant Bernard Feldman. At all times relevant hereto, Defendant Alan Feldman was aware of his father's misconduct, sanctions, investigation, and criminal history, as described herein.

5. Defendant ELIAS CORREA ("Elias Correa"), is over the age of 18, is *sui juris*, and is a citizen and resident of Miami, Florida. At all times material hereto, Defendant Elias Correa was a partner in the law firm Lydecker Diaz and worked extensively on matters involving Hutchens and Westmoreland, including litigation in which Hutchens and Westmoreland stood accused of engaging in a nearly identical fraudulent advance fee lending scheme. He is a 2004 graduate of Tulane University Law School. Defendant Elias Correa's practice focused on appellate advocacy, banking and commercial finance law, bankruptcy & creditor's rights, complex commercial litigation, corporate & transactional law, mergers and acquisitions.

6. Defendant RICHARD J. LYDECKER ("Richard Lydecker") is over the age of 18, is *sui juris*, and is a citizen and resident of Miami, Florida. At all times material hereto, Defendant Richard Lydecker was the managing member of Defendant LYDECKER, LEE BERGA & DE ZAYAS, LLC. He is a graduate of Thomas M. Cooley Law School. Defendant Richard Lydecker's practice focused on professional liability, bad faith litigation, and complex commercial and general civil litigation.

7. Defendant LYDECKER, LEE, BERGA & DE ZAYAS, LLC, D/B/A LYDECKER DIAZ (“Lydecker Diaz”), is a Florida limited liability company that has become a full-service national law firm and maintains offices in New York, New Jersey and Pennsylvania in addition to its offices in Florida, and has its principal office in Miami, Florida. This Defendant formerly conducted business under the name Lydecker Diaz, pursuant to a registration of fictitious name filed on July 13, 2015 with the Florida Department of State, Division of Corporations. On November 14, 2017, that fictitious name registration was cancelled, and the fictitious name Lydecker | Diaz was simultaneously registered. The fictitious name Lydecker | Diaz is owned by Defendant Lydecker LLP, a Florida limited liability partnership. As of the date of filing this Complaint, Lydecker, Lee, Berga & De Zaya, LLC is still an active Florida limited liability company. According to its website, Lydecker Diaz serves a broad variety of national, international, and local businesses, as well as federal, state, and local governmental entities. Its website claims that the firm provides vigorous and aggressive representation, but only within ethical bounds and in accordance with the highest professional ideals. Lydecker Diaz holds itself out to the public, including to its clients, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Mr. Piccione, as placing a high priority on training and supervision of its lawyers, emphasizing continual professional development. Defendant Lydecker Diaz had a client relationship with Defendants Hutchens, a/k/a Ed Ryan, and Westmoreland Equity Fund, LLC, and provided office space, legal assistance and support to them.

8. At all times material hereto, Lydecker Diaz maintained a satellite Philadelphia office was located at One Liberty Place 1650, Market Street, Suite 3600, Philadelphia, PA 19103, which is identical to the address of Defendant Westmoreland Equity Fund, LLC.

9. Defendant LYDECKER LLP, a Florida limited liability partnership, D/B/A LYDECKER|DIAZ, F/D/B/A LYDECKER, LEE, BERGA & DE ZAYAS, LLC (“Lydecker LLP”) was formed by Defendant Richard Lydecker on May 23, 2017. On November 14, 2017, Lydecker LLP registered the fictitious name Lydecker | Diaz. Lydecker | Diaz is the new fictitious name for, and mere continuation of its predecessor, Defendant Lydecker, Lee, Berga & De Zayas, LLC. Both are controlled by the same person, Defendant Richard Lydecker. Both have the same management, personnel, location, clients, and both conduct the same business of providing legal services.

10. Defendant WESTMORELAND EQUITY FUND, LLC (“Westmoreland”) was an illegitimate business which defrauded persons, partnerships, and companies that attempted to do business with it. It is a Delaware manager-managed limited liability company formed in 2013 with its principal place of business at 1650 Market Street, Suite 3600, Philadelphia, PA—the identical address as the Philadelphia office of Co-Defendant Lydecker Diaz.

11. Defendant Westmoreland was solely created to serve as the engine of fraud to perpetrate an advance fee lender scheme which has been created and refined by Defendant Sandy Hutchens and his other co-conspirators, including Defendant Bernard Feldman, and whose scheme was protected and assisted by Defendants Alan Feldman, Elias Correa, Richard Lydecker, and Lydecker Diaz. The scheme promised multi-million dollar loans to business organizations, for which substantial advance fees were demanded, charged, and paid to Defendant Westmoreland, despite the fact that it never had the intention or capacity to make such loans, as will be described more fully below.

12. Defendant SANDY HUTCHENS, A/K/A ED RYAN, individually (“Hutchens”), is over the age of 18, is *sui juris*, is a Canadian citizen and a resident of Toronto, Ontario. He is a

lifetime career criminal and the architect of the Westmoreland fraud. He has operated under a number of fictitious names, including Craig Hutchens, Moishe Hutchens, Moishe Alexander, Moshe Ben Avraham, Fred Hayes, Mathew Kovce, and in the actions complained of and described more fully below, as Ed Ryan. Defendant Hutchens' extensive criminal history was known to, or should have been known to, the Lydecker Diaz las firm, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, at the time of the fraudulent scheme alleged herein.

13. Defendant BERNARD FELDMAN ("Bernard Feldman") is over the age of 18, is *sui juris*, and is a citizen and resident of Boca Raton, Florida. Defendant Bernard Feldman was a major participant in the Westmoreland fraud, which is more fully described below. He is the father of Lydecker Diaz attorney and Co-Defendant Alan Feldman.

14. Defendant AMERICAN ESCROW & SETTLEMENT SERVICES, LLC ("American Escrow") was formed expressly to perpetuate the fraudulent scheme. It is a Florida limited liability company formed by Defendant Bernard Feldman on June 23, 2014 with a principal place of business at 3701 North 29 Avenue, Suite 2, Hollywood, FL, 33020. Its principal, Defendant Bernard Feldman, was barred in April, 2002 from practicing law in Michigan, barred in January, 20014 from practicing law in Florida, and barred in May, 2015 from rendering title insurance services.

JURISDICTION AND VENUE

15. The amount in controversy exceeds the sum of \$15,000.00, exclusive of costs, interest, and attorneys' fees.

16. Venue is appropriate in this Judicial Circuit because the fraudulent loan commitments and fraudulent activities occurred in Florida and this Circuit. The proposed fictitious loans were negotiated by attorneys Alan Feldman, Elias Correa, and Richard Lydecker,

from Defendant Lydecker Diaz, in Miami-Dade, and their clients Westmoreland (and its managing member Defendant Sandy Hutchens, under the name Ed Ryan, and Defendant Bernard Feldman) and American Escrow (and its managing member Defendant Bernard Feldman) with the Plaintiffs and their counsel, Broad and Cassel, in Lydecker Diaz's Miami offices. The misrepresentations occurred in Miami-Dade, and the causes of action accrued in Miami-Dade County, Florida.

17. The Court has jurisdiction over Defendants Westmoreland and Hutchens based upon Florida's long arm statute, Fla. Stat. §48.193(1)(a)(1) (operating, conducting, engaging in, or carrying on a business or business venture in Florida) and §48.193(1)(a)(2) (coming a tortious act within Florida), as described more fully below.

ALLEGATIONS AS TO ALL COUNTS

I. DEFENDANT SANDY HUTCHENS, A/K/A "ED RYAN," AND THE EVOLUTION OF HIS ADVANCED FEE LENDING SCHEME

18. For over a decade, Defendant Sandy Hutchens has been engaged in the perpetration of a fraudulent scheme using front corporations to promise loans, knowing that his corporations had no intention and no capacity to fund the promised loans. Defendant Hutchens conceived of the fraudulent scheme shortly after he was discharged from prison in Canada, after being charged and convicted for the crime of fraud. Defendant Hutchens was aided and abetted by the gross negligence and fraudulent misrepresentations of lawyers, career criminals, and other wrongdoers in order to defraud prospective borrowers out of millions of dollars, which the perpetrators would keep for their own use and benefit by means of the fraudulent advanced fee lending scheme. Plaintiffs were victims of that fraud.

19. The fraudulent advanced fee lending scheme which victimized the Plaintiffs was made possible by (a) intentional misrepresentations and breaches of fiduciary duties of

Defendants Alan Feldman and Elias Correa, of Defendant Lydecker Diaz, to Plaintiffs; and (b) Defendant Richard Lydecker and Lydecker Diaz's negligent supervision of its lawyers, Defendants Alan Feldman and Elias Correa.

A. *Defendant Sandy Hutchens's 2004 Fraud Conviction*

20. In 2004, Defendant Hutchens pled guilty in Canada to four counts of fraud. He was given a conditional sentence on each charge, placed on probation and ordered to pay restitution. Copies of the records showing his defrauding of four individuals are attached as Composite Exhibit 1.

21. After Defendant Hutchens served his sentence, he developed the fraudulent advanced fee lending scheme at issue, and commenced pursuit of the scheme throughout North America. To facilitate the frauds, Defendant Hutchens used a number of corporations, limited liability companies, and a number of aliases, including Craig Hutchens, Moishe Hutchens, Moishe Alexander, Moshe Ben Avraham, Fred Hayes, Mathew Kovce, and "Ed Ryan." Defendant Hutchens used brokers to conceal his fraudulent activities and employed reputable law firms to serve the needs of this fraudulent scheme.

22. As Defendant Hutchens' behavior became bolder, his conduct came to the attention of bloggers and news media that revealed Hutchens' aliases and the details of the scheme in various publications.

B. *Media Reporting About Sandy Hutchens' Advanced Fee Lending Scheme*

23. On September 4, 2008, <<moishealexanderfraud.blogspot.com>> posted an article explaining the basics of Defendant Hutchens' fraudulent advanced fee lending scheme: Hutchens was described as holding himself out as a 'heavy hitter' in the financing business and

with the ability to fund large transactions. Once introduced, Defendant Hutchens sent his victim a commitment or term sheet with a vaguely drafted outline of how he would fund the loan. To proceed, Defendant Hutchens required the victim to sign the commitment and pay a deposit of \$50,000 to \$75,000 to the “lender.” Defendant Hutchens would then send an unlicensed individual to conduct an appraisal, for a fee, and demand a 2% upfront lender’s administration fee. Thereafter, he would disappear for a few weeks, claiming to be ‘underwriting the loan.’ He would reappear later with new false underwriting conditions from his fictitious joint venture lending partners. The victim would be asked for rounds of information or verification which culminated in a demand for information that the victim was unable to provide, and the loan effort would be terminated. The modus operandi identified in this article is remarkably similar to the exact steps that Hutchens followed to defraud the Plaintiffs in this case. A copy of the posting is attached as Exhibit 2.

24. On October 26, 2008, the Toronto Sun published an article about Defendant Hutchens and his alleged fraud, including his claimed conversion to Orthodox Judaism, and his continued “business dealings” under his alias Orthodox Jewish name, Moishe Alexander. A copy of this article is attached as Exhibit 3.

25. On March 25, 2009, <<*moishealexanderthescamster.blogspot.com*>> published a blog detailing Defendant Hutchens’ criminal career, and explained how part of his scheme involved working closely with prominent U.S. law firms to create the appearance of credibility. A copy of the posting is attached as Exhibit 4.

26. On March 19, 2011, CTV news published an article describing how Defendant Hutchens defrauded Tanyia Kingyens out of over \$32,000 in the form of advanced fees for a loan to build her retirement home. The article provided a detailed history about how he had been

perpetrating this scheme for years across North America. It referred to a February, 2011 court affidavit from Defendant Hutchens' former accountant, Martin Lapedus, which stated that Defendant Hutchens failed to close hundreds of transactions, never intended to close the loan transactions, and that over a four year period of time, he loaned out less than \$500,000 but collected over \$9 million in fee. A copy of this article is attached as Exhibit 5.

27. When Defendant Hutchens' advanced fee lending scheme had significant notoriety in Canada, he transferred his focus to the United States. Thereafter, he used over 20 companies to perpetuate his fraudulent scheme using the identical methodology to that implemented in the fraudulent scheme directed to the Plaintiffs, as discussed below.

C. *The 2011 Colorado Federal Case And Resulting \$8 Million Jury Verdict Against Defendant Hutchens*

28. On April 15, 2011, a class action was filed by CGC Holding Company, LLC, et al., against Hutchens, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham, his wife and daughter, and multiple Hutchens' entities in the U.S. District Court for the District of Colorado (Denver Division), Case No. 1:11-cv-01012-RBJ-KLM. The amended complaint alleged a RICO violation, conversion, negligent misrepresentation, constructive trust, and unjust enrichment. The national class action was certified.

29. On May 15, 2017, an \$8,421,367.00 jury verdict was entered against Defendant Hutchens, his wife, and his daughter on the RICO claim. A copy of the jury verdict is attached as Exhibit 6.

30. On September 26, 2017, the Court entered judgment against Defendant Hutchens, his wife, and his daughter, in the amount of \$8,421,367, trebled, minus \$1,025,000 in pretrial settlements, for a total of \$24,239,101. A copy of the judgment is attached as Exhibit 7.

31. On December 18, 2017, the Court entered an amended and final judgment against Defendant Hutchens, his wife, and his daughter, in the total amount of \$24,239,101.¹ A copy of the final judgment is attached as Exhibit 8.

D. *Defendant Hutchens Is Denied Entry Into the United States as a Result of His Extensive Criminal History*

32. On January 16, 2013, Defendant Hutchens applied for admission to the United States, to travel to Fort Lauderdale, Florida. At the preflight inspection, he was referred to “Passport Control Secondary.” During questioning, it was revealed that he had an extensive criminal past. The United States Department of Homeland Security denied Defendant Hutchens’s entry into the United States. A copy of the withdrawal of application for admission/consular notification is attached as Exhibit 9. Hutchens has not since entered the United States.

II. DEFENDANT BERNARD FELDMAN BECAME AN ACTIVE PARTICIPANT IN THE ADVANCED FEE LENDING SCHEME

A. *Defendant Bernard Feldman: Disbarred Attorney*

33. Defendant Bernard Feldman, Defendant Alan Feldman’s father, is a disbarred attorney in both Michigan and Florida. Before his disbarment in Michigan, Bernard Feldman had a 20 year disciplinary history that included deceiving his clients and converting their money.

34. On August 21, 1993, Defendant Bernard Feldman was suspended from practicing law in Michigan for 30 days due to neglect of a client’s case and making false statements to his client. A copy of the notice of suspension is attached as Exhibit 10.

35. On November 22, 1995, Defendant Bernard Feldman was suspended from practicing law in Michigan for 90 days as a result of neglecting his client’s case, settling the

¹ The amended and final judgment identifies additional property owned by Hutchens and his family to be added to the trust, awards attorney’s fees to the plaintiffs in the amount of \$24,239,101 plus interest, awards costs against Hutchens and his family in the amount of \$33,237.89, and awards prejudgment interest in the amount of \$737,911.68.

matter without his client's knowledge, and making false representations to his client regarding the settlement. A copy of the notice of suspension is attached as Exhibit 11.

36. On December 21, 2000, Defendant Bernard Feldman was suspended from practicing law in Michigan for 60 days due to professional misconduct because he had engaged in the practice of law while still suspended from a prior incident. A copy of the final notice of suspension is attached as Exhibit 12.

37. On May 4, 2001, Defendant Bernard Feldman was suspended from practicing law in Michigan for 90 days due to his failure to maintain an interest-bearing account for funds separate from his own funds, failure to deposit a settlement check into a separate account, and failure to promptly pay his client her settlement proceeds. A copy of the notice of suspension is attached as Exhibit 13.

38. On April 30, 2002, the Michigan Attorney Discipline Board (the "Board") entered an Opinion affirming revocation of Defendant Bernard Feldman's license to practice law for engaging in serious neglect and for fraudulent conduct with respect to clients Kimberly Strawder and Joe Pizik. The Board found that Defendant Bernard Feldman neglected Ms. Strawder's case, made misrepresentations to her regarding her suit, falsely told her that her suit was dismissed due to court error, failed to file an appeal, and then lied to her by telling her that an appeal was proceeding when there was no appeal. With respect to Mr. Pizik, the Board found that Defendant Bernard Feldman endorsed his client's name on a \$10,000 check without Mr. Pizik's knowledge or authority and then failed to turn over the proceeds to Mr. Pizik. Copies of the notice of revocation and restitution and the Board Opinion are attached as Composite Exhibit 14.

39. On January 29, 2004, the Florida Bar entered an Opinion disbaring Defendant Bernard Feldman from the practice of law. A copy of the Opinion is attached as Exhibit 15.

40. Alan Feldman, Elias Correa, Richard Lydecker, nor any other employee of Lydecker Diaz, disclosed to the Plaintiffs the existence of Bernard Feldman's disbarment in Michigan or Florida.

41. Following his multiple disbarments, Defendant Bernard Feldman turned his efforts towards title companies.

B. *Defendant Bernard Feldman: Disbarred Title Agent*

42. On June 23, 2014, Defendant Bernard Feldman formed American Escrow as a Florida limited liability company with its principal address in Boca Raton, Florida. American Escrow became the sole repository to which the victims of the advanced fee lending scheme sent their payments for the alleged forthcoming loans. The victims' payments to American Escrow ultimately inured to the benefit of Defendant Westmoreland, Defendant Bernard Feldman, Lydecker Diaz, and Lydecker Diaz attorneys Alan Feldman, Elias Correa, and Richard Lydecker.

43. Upon information and belief, it is Plaintiffs' understanding that American Escrow was never a truly independent escrow company, but rather served as the de facto 'bookkeeping arm' of Defendant Westmoreland. Defendant Bernard Feldman, who serves as Westmoreland's agent, was the founder and member of American Escrow.

44. On May 26, 2015, the Chief Financial Officer of the State of Florida entered a consent order in *In The Matter of: Bernard Feldman*, Case No. 165934-14-AG, ordering Defendant Bernard Feldman to cease and desist from acting as a title agent without a license, permanently barring him from applying for licensure and appointment with the Florida Department of Financial Services, and permanently barring him from participating with any entity licensed or regulated under the Florida Insurance Code. A copy of the consent order is attached as Exhibit 16.

45. No Defendant ever disclosed to any Plaintiff the existence of Bernard Feldman's disbarment as a title agent.

46. However, despite being barred on May 26, 2015 from acting as a title agent, Defendant Bernard Feldman continued to operate Bernard Feldman PA, which had been formed in November, 2011 for the stated purpose of "operation as a Florida licensed title agent" with a principal place of business at 3701 N. 29 Avenue, Hollywood, Florida. On April 27, 2015, Bernard Feldman PA changed its principal address to a residence located at 7234 Panache Way, in Boca Raton, Florida.

47. On June 8, 2015, Defendant Bernard Feldman was arrested on felony counts including two counts of grand theft, and organized fraud (for the transaction of insurance without a license). An investigation conducted in coordination with the Florida Department of Financial Services' Division of Insurance Fraud revealed that Defendant Bernard Feldman was transacting insurance business and closings with no agent or title agency license and converting consumers' money. The investigation revealed at least three instances wherein he obtained funds from consumers for settlement charges including title insurance and taxes, but converted the money. In total, Defendant Bernard Feldman diverted nearly \$22,000 for his own personal use. Defendant Bernard Feldman pled *nolo contendere*. Adjudication was withheld, and he was placed on probation for six years. Further, Defendant Bernard Feldman was ordered to pay restitution and the costs of the investigation. Copies of the criminal records from Bernard Feldman's 2015 arrest are attached as Composite Exhibit 17.

48. No Defendant ever disclosed to any Plaintiff the existence of Bernard Feldman's conviction.

49. Defendant Bernard Feldman is the father of Co-Defendant Attorney Alan Feldman.

III. DEFENDANTS SANDY HUTCHENS A/K/A “ED RYAN” AND BERNARD FELDMAN EXPAND THE FRAUDULENT ADVANCED FEE LENDING SCHEME

A. *Formation of Westmoreland Equity Fund, LLC As The Engine of The Advanced Fee Lending Scheme*

50. To continue his fraudulent misconduct, Defendant Hutchens caused Defendant Westmoreland to be formed on March 14, 2013 as a Delaware limited liability company. Defendant Westmoreland’s business address became One Liberty Place, 1650 Market Street, 36th Floor, Philadelphia, PA 19103. One Liberty Place, 1650 Market Street, 36th Floor, Philadelphia PA 19103 is also the business address of Defendant Lydecker Diaz’s Philadelphia office. Defendant Hutchens ran his fraudulent scheme through Defendant Westmoreland, using the false alias, “Ed Ryan.”

51. During the entire time that Defendant Lydecker Diaz represented Defendant Westmoreland, not a single Lydecker Diaz attorney who worked on the 36th floor of 1650 Market Street in Philadelphia, walked from its office to Defendant Westmorland’s office to meet “Ed Ryan”, nor did they attempt to confirm the bona fides of this company.

B. *The 2015 Florida Federal Case Against Hutchens For Perpetuation of The Advanced Fee Lending Scheme*

52. In 2015, another victim of the fraudulent advanced fee lending scheme, David Antoniono Investments, LLC, sued Defendant Hutchens. On June 10, 2015, this victim filed a complaint against Sandy Hutchens, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham, a/k/a Matthew Kovce, the Law Offices of Manny Singh P.A., and others in the United States District Court for the Southern District of Florida, Case No. 0:15-cv-61233-WZ (Judge

William J. Zloch). The amended complaint alleges a violation of RICO, and the case remains pending.

53. No Defendant ever disclosed to any Plaintiff the existence of this case.

C. *The 2015 Miami-Based Advanced Fee Lending Scheme Perpetuated, Concealed And Protected by Lydecker Diaz Attorneys Alan Feldman and Elias Correa*

54. In 2015, Defendants Hutchens and Bernard Feldman, aided and abetted by Defendants Alan Feldman and Elias Correa of Defendant Lydecker Diaz, implemented the fraudulent advanced fee lending scheme against the owners of a nursery in Miami-Dade County, Florida at the same time that the federal advanced fee lending scheme case in Florida was pending against Hutchens.

55. In March 2015, Defendant Alan Feldman referred the nursery victims to Defendant Westmoreland to discuss a series of prospective loans for their nursery.

56. On April 8, 2015, the nursery victims met with Defendant Alan Feldman at the Lydecker Diaz office to discuss their loan needs.

57. On June 16, 2015, Defendant Alan Feldman brokered the initial call to Defendant Hutchens under the false name of “Ed Ryan” to discuss prospective loans from Defendant Westmoreland. “Ed Ryan” claimed to be enthusiastic about the prospect of refinancing the nursery’s debt and assured the nursery victims that he was confident that he would be able to close the transaction on time.

58. On June 29, 2015, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, issued a commitment letter for a first nursery loan in the amount of \$4.1 million loan. The letter directed that all fees be paid to American Escrow, the title company controlled by Defendant Alan Feldman’s father, Defendant Bernard Feldman, notwithstanding that Defendant Bernard Feldman had been barred by the Department of Business Regulation for

life by reason of his fraudulent activity and had been arrested earlier that month for crimes related to the fraudulent obtaining of money. Defendant Westmoreland's address at the bottom of the letter is identified as 1650 Market Street, 36th Floor, Philadelphia—the identical address of Lydecker Diaz's Philadelphia office.

59. On August 5, 2015, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, issued a proposed second mortgage/commitment to the nursery victims for a revolving line of credit in the amount of \$20 million.

60. On August 11, 2015, Defendant Hutchens, acting as Ed Ryan, scheduled his “customary in-person due diligence” to be performed by Defendant Bernard Feldman and his title insurance company, Bernard Feldman PA. When Defendant Bernard Feldman went to the nursery victims' property as a representative of Bernard Feldman PA, to conduct his “due diligence,” he did so without a license and after having been permanently barred from acting as a title agent and in the manner in which he was acting. *See* Exhibit 15.

61. After Defendant Bernard Feldman met with the nursery victims, they noticed the same last name of the lawyer and Bernard Feldman, and contacted Defendant Bernard Feldman who confirmed that Defendant Alan Feldman was his son.

62. On August 14, 2015 and again on September 18, 2015, Defendant Alan Feldman, using Defendant Lydecker Diaz letterhead, sent the nursery victims two separate waivers of conflicts pursuant to Rule 4-1.7 of the Florida Rules of Professional Conduct in relation to the two loans. Both waivers advised that Defendant Lydecker Diaz served as legal counsel for both Defendant Westmoreland and the victims, but neither waiver disclosed that “Ed Ryan” was Hutchens, that Defendant Westmoreland was running the advance loan fee scheme, that Defendant Bernard Feldman had been criminally convicted for financial crimes and was barred

from acting as a title agent without a license, that Defendant Lydecker Diaz was intimately aware of the scheme through Defendants Alan Feldman and Elias Correa, or that Defendant Lydecker Diaz's attorneys were breaching their ethical obligations and fiduciary duties to their clients by such failures.

63. On August 22, 2015, the nursery victims encountered a negative post on LinkedIn about Westmoreland operating a fraudulent scheme. The nursery victims then contacted Defendant Alan Feldman, who assured the victims that Westmoreland was a legitimate company, and "Ed Ryan" had authorized him to contact LinkedIn directly and have the comments removed.

64. On June 24, 2016, Hutchens, acting as Ed Ryan, sent a notice of breach asserting that: "the file is on hold until such time we are provided copies of the wire confirmations for the outstanding legal fee on all three files [for Defendant Lydecker Diaz's fees]. This is a term of each commitment and you have 10 days to cure the breach."

65. On July 5, 2016, Defendant Bernard Feldman sent an email to the nursery victims stating that "[Westmoreland] has requested we move this transaction forward as soon as possible. In that regard I have reviewed the drop box and request the following information . . ."

66. On September 8, 2016, Defendant Alan Feldman sent an email to the nursery victims, with copies to Defendants Bernard Feldman, "Ed Ryan", Defendant Elias Correa, and others advising that he "received authority from [Westmoreland] to convey to you that all conditions under the Commitment have been satisfied and the LOC pursuant to the Commitment is approved. . . . Notwithstanding the above, [Westmoreland] has conveyed to us that in the event a lawsuit is filed pursuant to the letter received by our office on September 1, 2016, [Westmoreland] has informed us that this approval will be rescinded, withdrawn, and void."

67. The nursery victims began to uncover the pattern of fraudulent behavior. They threatened litigation unless their funds were returned to them. Ultimately, Lydecker Diaz returned the funds to them, and no lawsuit was filed.

68. No Defendant ever disclosed to any Plaintiff the existence of the nursery scheme.

D. *The 2016 Colorado Advanced Fee Lending Scheme Case Against Hutchens, Westmoreland, and Bernard Feldman*

69. On May 20, 2016, Leathem Stearn filed a complaint against Defendants Westmoreland, “Ed Ryan”, and Bernard Feldman in the United States District Court of Colorado, at case number 1:16-cv-01211, alleging fraud, fraudulent concealment, civil theft, conversion, civil conspiracy, and breach of contract.

70. On June 10, 2016, Lydecker Diaz lawyer, Defendant Elias Correa, filed his entry of appearance for Defendants Westmoreland, Hutchens, using the name Ed Ryan, and Bernard Feldman. A copy of the notice of appearance is attached as Exhibit 18.

71. This lawsuit was promptly resolved by means of a confidential settlement within approximately two months of Elias Correa’s notice of appearance.

72. This lawsuit was never disclosed to the Plaintiffs by any Defendant at any time.

E. *The 2017 Texas Advanced Fee Lending Scheme Case Against Westmoreland, Ed Ryan, American Escrow and Bernard Feldman*

73. On April 17, 2017, Campanile Investments LLC and Joaquin Juan Bosco Garza Muguerza filed a complaint against Defendants Westmoreland, “Ed Ryan”, American Escrow and Bernard Feldman, in the United States District Court for the Western District of Texas, San Antonio Division, at case number 5:17-CV-337, alleging fraud, negligent misrepresentation, civil conspiracy, and breach of contract.

74. According to the Complaint, plaintiff Campanile Investments began negotiating the terms of a \$7.5 million loan from Westmoreland. The plaintiff negotiated with Ed Ryan, Westmoreland's manager, and Bernard Feldman, Westmoreland's agent and financial consultant. The law firm of Lydecker Diaz represented Westmoreland in the negotiations. *See* case number 5:17-CV-337, DE 1 ¶¶ 16-19.

F. *The 2017 Pennsylvania Advanced Fee Lending Scheme Case Against American Escrow, Elias Correa, Alan Feldman, Bernard Feldman, Sandy Hutchens, and Lydecker Diaz*

75. On October 11, 2017, Gary and Linda Stevens filed a complaint against Defendants American Escrow, Elias Correa, Alan Feldman, Bernard Feldman, Sandy Hutchens, Lydecker Diaz, Westmoreland Equity, and others, in the United States District Court for the Eastern District of Pennsylvania, at case number 2:17-cv-04529, alleging four counts of RICO violations.

76. According to the Complaint, plaintiffs Gary and Linda Stevens began negotiating the terms of a \$13,900,000CDN refinance loan from Westmoreland. The plaintiffs negotiated with "Ed Ryan" as the managing member of Westmoreland, and were instructed to make all of their payments to American Escrow. "Ed Ryan" instructed the Plaintiffs to contact Westmoreland's attorneys, Lydecker Diaz.

IV. PLAINTIFFS U.S. RE COMPANIES, INC., U.S. RE COMPANIES, LLC, AND TAL PICCIONE BECOME VICTIMS OF THE ADVANCED FEE LENDING SCHEME

77. Plaintiff Tal P. Piccione is and was at all relevant times the Chairman, CEO, and President of U.S. RE/Inc.

78. Plaintiff U.S. RE/Inc., directly or through its subsidiaries, engages in reinsurance brokerage, investment banking, underwriting, claims, risk, management of captive insurance

companies, and businesses consulting—including catastrophe modeling, probable max loss analysis estimation, risk-based capital analysis, financial benefit of reinsurance counsel, risk transfer analysis, enterprise risk analysis, and dynamic financial analysis.

79. Plaintiff U.S. RE/Inc. has worked with Defendants Alan Feldman, Richard Lydecker, and Lydecker Diaz, as their primary attorneys for many years. Plaintiff U.S. RE/Inc. reposed its trust and confidence in Defendants Alan Feldman and Richard Lydecker, and relied upon their fiduciary and ethical responsibilities. During the course of their legal relationship, Defendant Elias Correa also worked very closely with Alan Feldman and Richard Lydecker in handling matters for Plaintiff U.S. RE/Inc.

80. On or about August 21, 2015, Defendant Alan Feldman introduced Plaintiff U.S. RE/Inc. to Defendant Westmoreland, and its chief executive Defendant Hutchens, acting as Ed Ryan, by means of an email. Defendant Alan Feldman advised Messrs. Piccione and Fedor that Defendant Westmoreland was a client of Defendant Lydecker Diaz, and that he was personally handling Westmoreland's legal representation. Defendant Alan Feldman failed to disclose that Defendant Hutchens, a career criminal, was operating Defendant Westmoreland as the engine of his fraudulent advance fee lending scheme. Defendant Alan Feldman also failed to disclose that his father, Defendant Bernard Feldman, a career criminal, a disbarred lawyer, and barred title agent who was recently charged with criminal fraud and pled *nolo contendere*, was involved in and with Defendants Westmoreland and Hutchens and their fraudulent scheme.

81. Plaintiff Piccione conducted an internet search on Defendant Westmoreland that revealed negative information. Plaintiff Piccione called Defendant Alan Feldman, whom he trusted and relied upon, to inquire about the negative information. Defendant

Alan Feldman reassured Plaintiff Piccione that his concerns were unnecessary, that this was “false information” online, and he and Defendant Lydecker Diaz were in the process of causing the information to be removed from the web. Plaintiff Piccione, on behalf of all Plaintiffs, relied on Defendant Alan Feldman’s reassurances, and proceeded to attempt to secure loans from Defendant Westmoreland for Plaintiff U.S. RE/Inc.

82. The online accusation made against Defendant Hutchens and Westmoreland turned out to be true in all material respects. Neither Lydekcer Diaz, nor its lawyers Defendant Alan Feldman and Defendant Elias Correa, ever caused the removal of the allegedly false information from the internet as represented, or corrected the fraudulent concealment of the true nature of Defendant Westmoreland’s activities, or Defendant Bernard Feldman’s role in the same.

83. Shortly after the decision to work with Defendant Westmoreland, Plaintiffs began requesting a meeting with Defendant Hutchens, acting as Ed Ryan. Despite numerous requests, Defendant Hutchens, acting as Ed Ryan, would not agree to a personal meeting, and continually provided one excuse or another for his inability to meet.

84. As Plaintiffs were discussing the possibility of securing a loan with Defendant Westmoreland, Plaintiff U.S. RE/Inc. sold the majority of its reinsurance business, retaining one large reinsurance account and the rest of its business. Plaintiffs conveyed the fact of this sale to Defendant Hutchens, acting as Ed Ryan. Defendant Hutchens, acting as Ed Ryan, then suggested that the loan move forward so that additional capital provided by the loan proceeds could be used to fund substantial expansion, and suggested that Plaintiffs create a new entity, U.S. RE/LLC, to receive a

portion of the Westmoreland funding. The pre-existing reinsurance client would remain with U.S. RE/Inc. with funding to be used for both organic and non-organic growth, i.e., to create new teams of reinsurance broking and support personnel and to make investment and acquisition in other companies or enterprises.

85. Thereafter, Defendant Lydecker Diaz, through Defendant Alan Feldman, formed U.S. RE/LLC on behalf of Plaintiffs, at the same time that Defendant Lydecker Diaz was representing Defendants Westmoreland and Hutchens, acting as Ed Ryan, in their negotiations with the Plaintiffs.

86. On September 1, 2015, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, provided a Letter of Intent to U.S. RE/LLC for a loan in the amount of \$10 million. The Letter of Intent, countersigned by U.S. RE/LLC on September 14, 2015, directed that all fees be paid to Defendant Bernard Feldman's company, Defendant American Escrow.

87. On September 18, 2015, Defendant Alan Feldman signed and sent Plaintiffs a proposed waiver of conflicts regarding Defendant Lydecker Diaz's representation of both Plaintiffs and Defendant Westmoreland. The waiver did not disclose that "Ed Ryan" was really Defendant Hutchens, that Defendant Westmoreland was running a fraudulent advance loan fee scheme, that Defendant Bernard Feldman had been disbarred as a lawyer, barred from title insurance and charged with financial crimes to which he pleaded *nolo contendere*. A copy of the September 18, 2015 waiver is attached as Exhibit 19.

88. On September 18, 2015, Defendant Bernard Feldman sent an email to Plaintiffs, stating: "I am appointed by [Defendant Westmoreland] to visit your offices and engage in a due diligence investigation and prepare a report with recommendations

concerning the application for financing you have initiated. Would it be convenient to discuss this on Monday afternoon?” Thereafter, Defendant Bernard Feldman presented himself to the Plaintiffs to create the appearance of legitimate due diligence.

89. Defendant Hutchens, acting as Ed Ryan, reported to Plaintiffs that actual funds would come from American Escrow, headed by Defendant Bernard Feldman, and that it had warehoused the funds that would ultimately be loaned. These statements were untrue and known Defendant Hutchens to be untrue when made.

90. On October 6, 2015, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, issued a new commitment to U.S. RE/LLC for a \$12 million loan. It was countersigned by Plaintiff U.S. RE/LLC.

91. On October 9, 2015, Defendant Alan Feldman sent Plaintiff Piccione an email attaching a purported proof of funds letter from Defendant American Escrow. The letter stated that Defendant Westmoreland “has available to it for lending purposes in excess of \$248,626,500.00 presently.” Defendants Alan Feldman and Lydecker Diaz knew or should have known that the representation was false.

92. On October 9, 2015, Plaintiff Piccione received an e-mail from a colleague stating “I have been contacted by our lawyer telling me to be cautious with Westmoreland Equity Fund LLC. Apparently they would have a reputation of an upfront fee scammer.” Plaintiff Piccione immediately forwarded the email to Defendant Alan Feldman. Defendant Alan Feldman responded that he had already discussed the negative report “many times” with Plaintiff Piccione, and reminded Plaintiffs of the assurances on this subject from Defendant Alan Feldman and Defendant Lydecker Diaz. Defendant Hutchens, acting as Ed Ryan, also responded to the email from Plaintiff Piccione and stated that he was aware of the derogatory and slanderous posts

about Defendant Westmoreland, and that he had asked his attorneys, Defendant Lydecker Diaz, to deal with the articles. Defendant Alan Feldman was copied on Hutchens' messages. This statement was untrue and known by Defendant Alan Feldman to be untrue.

93. On October 9, 2015, after Defendant Alan Feldman falsely reassured Plaintiff Piccione of Defendant Westmoreland's legitimacy, Plaintiff Piccione replied to the colleague who had expressed his concern regarding Defendant Westmoreland. Plaintiff Piccione confirmed that Defendant Westmoreland had been recommended by "one of the most prominent law firms, Lydecker Diaz." Plaintiff Piccione described his absolute trust and confidence in Defendant Alan Feldman and conveyed that he had been reassured that Defendant Alan Feldman's own father, Defendant Bernard Feldman, would be working closely with Defendant Westmoreland.

94. To delay funding, Defendant Westmoreland asked for an expert analysis of U.S. RE Companies, Inc.'s business plan, and a valuation. In purported anticipation of the loan, Defendant Hutchens, under his alias Ed Ryan, asked Plaintiffs to identify three firms to review its business plan. Among the names provided in response, Plaintiffs identified Weiser Mazars, LLP ("Weiser"), which was selected by Defendant Westmoreland to conduct the review. Weiser issued a post-closing business valuation report, estimating that after deducting the loan proceeds, the value of a 100% ownership interest in the voting common equity of US RE/LLC as of December 31, 2015, was \$6.586 million (rounded).

95. When the Weiser report was transmitted to Defendant Hutchens, using his alias Ed Ryan, the Defendant advised that he did not understand the report, and that the conclusions were unacceptable. Thereafter, Defendant Hutchens, using his alias Ed Ryan, retained Andersen Tax to do a further analysis at Plaintiffs' expense.

96. On April 8, 2016, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, issued a second amended commitment to U.S. RE/LLC for a \$12 million loan in the form of a revolving line of credit. It was counter-signed by Plaintiff Piccione on behalf of U.S. RE/LLC. Thereafter, the underwriting process claimed by Defendant Westmoreland was purportedly continuing.

97. On December 13, 2016, Defendant Alan Feldman signed and sent Plaintiffs a proposed second waiver of conflicts. The waiver fraudulently failed to disclose any of the known circumstances surrounding the misconduct of Defendants Hutchens and Bernard Feldman, including their encounters with law enforcement or their criminal convictions for the fraudulent advance fee lending scheme. A copy of the December 13, 2016 waiver is attached as Exhibit 20.

98. On January 3, 2017, Plaintiff Piccione sent an e-mail to Defendant Alan Feldman expressing his concern that something was inherently wrong with the Westmoreland deal. Plaintiff Piccione noted that the Plaintiffs had not received any proof of funding despite the issuance of the first commitment months before. He concluded his e-mail advising that he was poised to go to the authorities, but wanted to first discuss the situation with Defendant Alan Feldman.

99. On January 17, 2017, Defendant Alan Feldman signed and sent Plaintiffs a proposed third waiver of conflicts. Once again, no disclosures regarding his Co-Defendants were made. A copy of the January 17, 2017 waiver is attached as Exhibit 21.

100. By January 17, 2017, Defendant Richard Lydecker had fully joined the cover up of Defendant Westmoreland's fraud.

101. On January 17, 2017, Plaintiff Piccione, individually and on behalf of the other Plaintiffs, attended a dinner meeting with Defendant Richard Lydecker. During that meeting, Richard Lydecker and Plaintiff Piccione discussed the Westmoreland transaction and its status. Defendant Richard Lydecker confirmed that the transaction was moving forward, and he was pleased with its progress, concealing all of the fraud and misconduct that had come to the attention to the law firm, Defendant Lydecker Diaz.

102. On February 6, 2017, Defendant Hutchens, acting as Ed Ryan, as managing member of Defendant Westmoreland, issued a third amended commitment to Plaintiff U.S. RE/LLC for a \$12 million loan in the form of a revolving line of credit, counter-signed by U.S. RE/LLC.

103. One of the companies which Plaintiffs were attempting to purchase was AssureNet. The principals of AssureNet expressed concern over the passage of time that it was taking for U.S. RE/LLC to secure the Westmoreland loan. To assuage their concerns, and relying upon Defendant Alan Feldman's continued reassurances that the loan was forthcoming, Plaintiff Piccione personally loaned \$125,000 to AssureNet.

104. Throughout the course of their negotiations, there were numerous telephone calls amongst Plaintiff Piccione on behalf of the Plaintiffs, Plaintiffs' attorneys Broad & Cassel, Defendants Alan Feldman and Elias Correa of Defendant Lydecker Diaz, Barbara Leuin, Defendant Bernard Feldman, and occasionally Defendant Hutchens, using his alias Ed Ryan, regarding the ongoing status of the Westmoreland loan. Defendants Alan Feldman and Elias Correa, of Defendant Lydecker Diaz, participated in approximately 80% of such calls. Plaintiffs were repeatedly assured that everything was progressing smoothly.

105. On February 15, 2017, Defendant Alan Feldman requested Plaintiff Piccione to sign a fourth waiver of conflicts on behalf of the Plaintiffs regarding Defendant Lydecker Diaz’s simultaneous representation of Plaintiffs and Defendant Westmoreland. The waiver fraudulently failed to disclose that “Ed Ryan” was really Defendant Hutchens, that Defendant Westmoreland was running a fraudulent advance loan fee scheme, that Defendant Bernard Feldman had been disbarred as a lawyer, barred from title insurance and charged with financial crimes which he pleaded *nolo contendere*. A copy of the February 15, 2017 waiver is attached as Exhibit 22.

106. From September 16, 2015, through October 21, 2016, Plaintiffs paid Defendant Westmoreland, through American Escrow, a total of \$463,500 in fraudulently obtained advance fees and costs:

Date	Amount paid	Alleged purpose of payment
09/16/15	\$13,500	processing and escrow fees
10/19/15	\$55,000	execution fee on the account
11/13/15	\$38,500	balance of the execution fee
03/14/16	\$167,000	cancellation of first deal; broker fees
04/08/16	\$117,500	new deal and other fees
05/12/16	\$20,000	Defendant Lydecker Diaz legal fees
08/13/16	\$10,000	for “Andersen fees”
10/21/16	\$42,000	Defendant Lydecker Diaz legal fees

107. Additionally, Plaintiffs are indebted to various entities for substantial out-of-pocket expenses. For example, Plaintiffs owe approximately \$224,000 in unpaid fees to Broad & Cassel (which represented the Plaintiffs with respect to its representation of the Plaintiffs in

negotiating the loans); \$50,000 in unpaid fees to Weiser (for the first business valuation of U.S. RE/LLC); and \$25,000 in unpaid fees to Andersen (for the second business valuation of U.S. RE/LLC).

108. Plaintiff Piccione personally made two payments, on April 8, 2016 and October 21, 2016, totaling nearly \$160,000, on behalf of U.S. RE/Inc. as a part of the above payments to Defendant Westmoreland.

109. Because Defendant Westmoreland's loan was never intended to be funded, and did not have the capacity to close, U.S. RE/LLC lost the opportunity to purchase multiple entities with which it was negotiating. The lost opportunities resulted in \$20 million of investments that would have grown thereafter, as revenue increased to over \$40 million. U.S. RE/LLC was valued at over \$6.3 million and was projected to make more than \$20 million by 2018 based upon its anticipated funding. Because of Plaintiffs' reliance on the fraudulent misrepresentations of Defendants Westmoreland, Hutchens, and Bernard Feldman that the Westmoreland loan would be funded, Plaintiffs were foreclosed from identifying and pursuing additional sources of funding.

110. Additionally, the embarrassment of dealing with the fraudulent operation of Westmoreland has caused Plaintiff Tal Piccione severe reputational loss and damage.

111. In June, 2017, Plaintiffs recognized that they had fallen prey to the advance fee lending scheme of Defendants Westmoreland, Hutchens, and Bernard Feldman. Plaintiffs also recognized that the scheme to which they had become victims was perpetuated and concealed by their attorneys Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker.

**COUNT I: GROSS NEGLIGENCE AND
FAILURE TO DISCLOSE KNOWN INFORMATION**

(Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker)

112. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

113. As set forth in detail above, Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, had intimate knowledge about—and facilitated the perpetuation of—the advance fee scheme propagated by Defendants Westmoreland, Sandy Hutchens, operating under the alias Ed Ryan, Bernard Feldman, and American Escrow.

114. The composite of circumstances, taken together, constituted gross negligence because at the same time that Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker facilitated the forward movement of the fraudulent advance fee scheme, they were also the attorneys for the Plaintiffs, which were victims of the scheme.

115. Defendant Alan Feldman knew that his father, Defendant Bernard Feldman, was a disbarred attorney who had also been disciplined by the Florida Department of Financial Services for fraudulent activities related to title insurance. Defendant Alan Feldman knew of his father's history of stealing funds from his clients through various means.

116. Defendant Elias Correa defended Defendant Sandy Hutchens, operating under the alias Ed Ryan, in the Leathem Stearn case (in the United States District Court of Colorado, Case No. 1:16-cv-01211), which involved allegations of an identical advance fee scheme as the one in this matter.

117. Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, evidenced a conscious disregard and/or a willful and

wanton disregard of the consequences of withholding critical information from the Plaintiffs as their clients.

118. The actions of Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, resulted in financial injury to Plaintiffs in excess of \$20 million as a direct and proximate result of the law firm's gross negligence and failure to disclose information known to them, in order to cause Plaintiffs to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT II: NEGLIGENCE

(Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker)

119. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

120. As set forth in detail above, Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, had intimate knowledge about—and facilitated the perpetuation of—the advance fee scheme propagated by Defendants Westmoreland, Sandy Hutchens, operating under the alias Ed Ryan, Bernard Feldman, and American Escrow.

121. Defendants Alan Feldman, Elias Correa, and Richard Lydecker, were employed by Defendant Lydecker Diaz.

122. Defendants Lydecker Diaz, by and through its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, had a duty to provide competent representation and refrain from making false statements of material fact to their clients, the Plaintiffs.

123. Defendants Lydecker Diaz, by and through its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, neglected their duties to provide competent representation and refrain from making false statements of material fact to their clients, the Plaintiffs. Specifically, at the same time that Defendants Lydecker Diaz, and its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, facilitated the forward movement of the fraudulent advance fee scheme, they were also the attorneys for the Plaintiffs, which were victims of the scheme.

124. Defendant Alan Feldman knew that his father, Defendant Bernard Feldman, was a disbarred attorney who had also been disciplined by the Florida Department of Financial Services for fraudulent activities related to title insurance. Defendant Alan Feldman knew of his father's history of stealing funds from his clients through various means.

125. Defendant Elias Correa defended Defendant Sandy Hutchens, operating under the alias Ed Ryan, in the Leathem Stearn case (in the United States District Court of Colorado, Case No. 1:16-cv-01211), which involved allegations of an identical advance fee scheme as the one in this matter.

126. Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, negligently withheld critical information from the Plaintiffs as their clients.

127. The negligence of Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, resulted in financial injury to Plaintiffs in excess of \$20 million as a direct and proximate result of the law firm's negligence

and failure to disclose information known to them, in order to cause Plaintiffs to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT III: BREACH OF FIDUCIARY DUTY

(Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker)

128. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

129. As set forth in detail above, Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, had intimate knowledge about—and facilitated the perpetuation of—the advance fee scheme propagated by Defendants Westmoreland, Sandy Hutchens, operating under the alias Ed Ryan, Bernard Feldman, and American Escrow.

130. Defendants Alan Feldman, Elias Correa, and Richard Lydecker, were employed by Defendant Lydecker Diaz.

131. A fiduciary relationship existed between Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, as attorneys, and their clients, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione.

132. Defendants Lydecker Diaz, by and through its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, had a fiduciary duty to not knowingly make any false statements of material fact to their clients, the Plaintiffs.

133. Defendants Lydecker Diaz, by and through its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, also had a fiduciary duty not to fail to disclose material facts to their clients, the Plaintiffs, when disclosure was necessary to avoid assisting the fraudulent acts by Defendants Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, Westmoreland, and American Escrow.

134. Defendants Lydecker Diaz, by and through its attorneys Alan Feldman, Elias Correa, and Richard Lydecker, neglected their fiduciary duties by facilitating the forward movement of the fraudulent advance fee scheme of Defendants Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, Westmoreland, and American Escrow. This was a breach of their fiduciary duties because at the same time that they allowed the scheme to move forward, they were also the attorneys for their clients, the Plaintiffs, which were victims of the scheme that they facilitated.

135. Defendant Alan Feldman knew that his father, Defendant Bernard Feldman, was a disbarred attorney who had also been disciplined by the Florida Department of Financial Services for fraudulent activities related to title insurance. Defendant Alan Feldman knew of his father's history of stealing funds from his clients through various means.

136. Defendant Elias Correa defended Defendant Sandy Hutchens, operating under the alias Ed Ryan, in the Leathem Stearn case (in the United States District Court of Colorado, Case No. 1:16-cv-01211), which involved allegations of an identical advance fee scheme as the one in this matter.

137. Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, breached their fiduciary duties when they chose to withhold critical information from their clients, the Plaintiffs.

138. The breach of fiduciary duty by Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, resulted in financial injury to Plaintiffs in excess of \$20 million as a direct and proximate result of the law firm's failure to disclose information known to them, in order to cause Plaintiffs to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendants Lydecker Diaz, Alan Feldman, Elias Correa, and Richard Lydecker, for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper

COUNT IV: VICARIOUS LIABILITY

(Defendant Lydecker Diaz)

139. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

140. Defendants Alan Feldman, Elias Correa, and Richard Lydecker, attorneys at the Lydecker Diaz law firm, are the agents of their principal, Defendant Lydecker Diaz.

141. At all material times hereto, Defendant Lydecker Diaz represented to the Plaintiffs, and to the community in general, that Defendants Alan Feldman, Elias Correa, and Richard Lydecker, were partners at the law firm, and had the authority to practice law on behalf of clients of the firm.

142. At all material times hereto, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, held themselves out to Plaintiffs as having the authority to act for the benefit of their principal, Defendant Lydecker Diaz.

143. At all material times hereto, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, in fact had the authority to act for the benefit of their principal, Defendant Lydecker Diaz.

144. Plaintiffs' belief that Defendants Alan Feldman, Elias Correa, and Richard Lydecker, in fact had the authority to act for the benefit of their principal, Defendant Lydecker Diaz was reasonable.

145. Plaintiffs reasonably acted on the belief that Defendants Alan Feldman, Elias Correa, and Richard Lydecker, in fact had the authority to act for the benefit of their principal, Defendant Lydecker Diaz, to their detriment.

146. Defendant Lydecker Diaz is vicariously liable for the actions, gross negligence, and material misrepresentations of Defendants Alan Feldman, Elias Correa, and Richard Lydecker, as more fully set forth above.

147. The actions of Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman, Elias Correa, and Richard Lydecker, resulted in financial injury to Plaintiffs in excess of \$20 million as a direct and proximate result of being fraudulently induced to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendant Lydecker Diaz for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT V: NEGLIGENT SUPERVISION

(Defendant Lydecker Diaz)

148. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

149. Defendant Lydecker Diaz owed a duty to Plaintiffs as its clients to protect and advance Plaintiffs' rights and objectives.

150. Defendants Alan Feldman, Elias Correa, and Richard Lydecker, were partners at Defendant Lydecker Diaz. Accordingly, all of the knowledge obtained by them was imputed to Defendant Lydecker Diaz by virtue of their employment with the law firm.

151. Defendant Lydecker Diaz had a responsibility to use reasonable care to ensure that its partners did not misrepresent or intentionally conceal critical information with regards to its clients.

152. Defendant Lydecker Diaz did not use reasonable care when it allowed Defendants Alan Feldman, Elias Correa, and Richard Lydecker, to withhold critical information from the Plaintiffs during their inappropriate simultaneous representation of Plaintiffs and Defendants Westmoreland and Hutchens, operating as Ed Ryan.

153. As a direct and proximate result of the negligent supervision of Defendant Lydecker Diaz, Plaintiffs were induced to enter into a fraudulent advance fee loan scheme with known criminals, including Defendant Bernard Feldman, the father of Defendant Alan Feldman.

154. As a direct and proximate result of Defendant Lydecker Diaz's negligent supervision, Plaintiffs have been damaged in excess of \$20 million as a direct and proximate result of being fraudulently induced to enter into a sham loan transaction and pay advance lender

fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendant Lydecker Diaz for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT VI: FRAUDULENT MISREPRESENTATION

(Defendants Lydecker Diaz, Alan Feldman, and Elias Correa)

155. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

156. Defendant Lydecker Diaz, by and through its attorneys, Defendants Alan Feldman and Elias Correa, made fraudulent misrepresentations of present or past material facts to Plaintiffs, including without limitation:

- (a) that the negative articles posted online about Defendant Westmoreland were absolutely false and they were in the process of having the false information removed from the internet;
- (b) failing to disclose that Defendant Alan Feldman's father, Defendant Bernard Feldman, has a lengthy disciplinary and criminal history of defrauding clients out of their money;
- (c) failing to disclose known information that Defendants Westmoreland and Sandy Hutchens, operating under the alias Ed Ryan, had been sued for an identical advanced fee loan scheme in the United States District of Colorado in which they

were represented by Defendant Lydecker Diaz's attorney, Defendant Elias Correa;

- (d) that Defendant Westmoreland did not have the ability to loan funds to the Plaintiffs; and
- (e) that Defendant Westmoreland had failed to close loans that the promised to fund with other clients of Lydecker Diaz.

157. The proposed loan transactions were a scheme intended to induce Plaintiffs to advance substantial lender fees that Defendants Westmoreland and Sandy Hutchens, under the alias Ed Ryan, never intended to return.

158. The representations made by Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa, were false.

159. At the time the misrepresentations were made, Defendants Alan Feldman and Elias Correa, knew that the statements were false and that they were intentionally omitting information that Plaintiffs were entitled to know.

160. Defendants Alan Feldman and Elias Correa, made misrepresentations to Plaintiffs with the specific intent that Plaintiffs would rely on the misrepresentations.

161. Plaintiffs relied upon Defendants Lydecker Diaz, Alan Feldman, and Elias Correa's misrepresentations, and were induced to enter into loan commitments that would never be consummated, and to pay hundreds of thousands in advance loan fees based upon such reliance.

162. Plaintiffs' relied upon material representations made by their attorneys Defendants Alan Feldman and Elias Correa, of Defendant Lydecker Diaz, their primary attorneys for many years, and that reliance was justified.

163. Plaintiffs have been damaged in excess of \$20 million as a direct and proximate result of being fraudulently induced to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendants Lydecker Diaz, Alan Feldman, and Elias Correa, for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT VII: SUCCESSOR LIABILITY

(Defendant Lydecker LLP)

164. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraph 1 through 111 above, as if fully set forth herein.

165. On January 1, 2006, Defendant Lydecker, Lee, Berga & De Zayas, LLC was formed as a Florida limited liability company.

166. On July 13, 2015, Defendants Lydecker, Lee, Berga & De Zayas, LLC, and Richard Lydecker filed the fictitious name registration for Lydecker Diaz with the Florida Department of State, Division of Corporations.

167. On May 23, 2017, Defendant Richard Lydecker formed Lydecker LLP.

168. On November 14, 2017, Defendant Richard Lydecker filed an application for registration of fictitious name which (a) canceled the fictitious name of Defendant Lydecker, Lee, Berga & De Zayas, LLC D/B/A Lydecker Diaz; and (b) simultaneously registered the fictitious name of Lydecker|Diaz. The fictitious name Lydecker|Diaz is owned by Defendant Lydecker LLP.

169. Lydecker LLP D/B/A Lydecker|Diaz is a mere continuation of Defendant Lydecker, Lee, Berga & De Zayas, LLC D/B/A Lydecker Diaz. While the law firm has changed its name, the substance of the law firm has not changed. Defendant Richard Lydecker remains the managing member of the law firm, and there is a continuity of assets, control, location, management, and personnel.

170. Defendant Lydecker LLP, D/B/A Lydecker|Diaz, as successor to Defendant Lydecker, Lee, Berga & De Zayas, LLC, D/B/A Lydecker Diaz, is liable for the negligence, breaches of fiduciary duty, vicarious liability, negligent supervision, fraudulent misrepresentations, and violations of Fla. Stat. §772.103 of Lydecker, Lee, Berga & De Zayas, LLC, D/B/A Lydecker Diaz as set forth in paragraphs 112-163 above.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendant Lydecker, LLP D/B/A Lydecker|Diaz, F/D/B/A Lydecker, Lee, Berga & De Zayas, LLC, D/B/A Lydecker Diaz for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

COUNT VIII: FRAUDULENT MISREPRESENTATION

*(Defendants Westmoreland Equity Fund, LLC, Sandy Hutchens,
A/K/A Ed Ryan, Bernard Feldman, and American Escrow)*

171. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

172. Defendant Westmoreland, by and through Defendant Sandy Hutchens, operating under the alias Ed Ryan, made misrepresentations of present or past material facts to the Plaintiffs, including without limitation:

- (a) that the negative articles posted online about Defendant Westmoreland were absolutely false and they were in the process of having the false information removed from the internet;
- (b) that Defendant Westmoreland had the capacity and ability to loan money to the Plaintiffs;
- (c) that Defendant Westmoreland was willing to loan money to the Plaintiffs pursuant to the loan commitments; and
- (d) that Defendant Westmoreland would conduct due diligence in good faith with the intent of closing and funding the loan.

173. The proposed loan transactions were a sham intended to induce Plaintiffs to advance substantial lender fees that Defendants American Escrow, Westmoreland, Bernard Feldman, and Sandy Hutchens, operating under the alias Ed Ryan, never intended to return.

174. The representations made by Defendants Westmoreland and Sandy Hutchens, operating under the alias Ed Ryan, were false. At the time that the false representations were made, Defendants Westmoreland and Sandy Hutchens, operating under the alias Ed Ryan, had the present intent to never make the loan to the Plaintiffs, and had the present intent to permanently deprive Plaintiffs of their money by retaining the advance lender fees on pretextual grounds as part of their fraudulent scheme.

175. Defendants Westmoreland and Sandy Hutchens, operating under the alias Ed Ryan, made misrepresentations to Plaintiffs with the specific intent that Plaintiffs would rely on the misrepresentations.

176. Plaintiffs relied upon Defendants misrepresentations and were induced to make the payments, and incur the obligations identified above, and to enter into opportunities to acquire new business as described above.

177. Plaintiffs' reliance was justified.

178. Plaintiffs have been damaged in excess of \$20 million as a direct and proximate result of being fraudulently induced to enter into a sham loan transaction and pay advance lender fees. The damages include payments made, debts incurred, lost business opportunities, and lost profits, as described above.

179. The embarrassment of dealing with a fraudulent operation in Westmoreland has caused Plaintiff Tal Piccione severe reputational loss and damage.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand entry of judgment against Defendants Westmoreland Equity Fund, LLC, Sandy Hutchens, A/K/A Ed Ryan, and Bernard Feldman for compensatory damages in excess of \$20 million, interest, costs, attorneys' fees pursuant to Fla. Stat. §57.105, and such other relief that this Court deems just and proper.

**COUNT IX: VIOLATION OF FLA. STAT. §772.103
CIVIL REMEDIES FOR CRIMINAL PRACTICES**

*(Defendants Lydecker Diaz, Alan Feldman, Elias Correa, Westmoreland Equity Fund, LLC,
Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow)*

180. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1 through 111 above, as if fully set forth herein.

181. At all material times, Defendants Lydecker Diaz, Alan Feldman, Elias Correa, Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, associated together in a continuing unit for the common purpose of effecting and profiting from

the advance lender fees paid by their victims, including the Plaintiffs, which constituted a pattern of criminal activity as that term is defined in §772.102(4) Fla. Stat., in violation of §772.103(1) and §772.103(4) Florida Statutes.

182. At all material times, Defendant Lydecker Diaz, through its attorneys, Alan Feldman and Elias Correa, conspired with each other and with Defendants Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, to conduct or participate in the pattern of criminal activity as proscribed by §772.103(4) Fla. Stat., to conspire or endeavor to violate the provisions of §772.103(1).

183. Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa, together with Defendants Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, agreed, with criminal intent, to conduct and/or participate in a pattern of criminal activity.

184. The actions set forth above in paragraphs 18-22, and 28-111 were among those overt actions described more fully herein taken by Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa, together with Defendants Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, in furtherance of the criminal activity.

185. The predicate acts of which Plaintiffs complain are set forth below and constitute a pattern of criminal activity.

186. **Making False Statements to Obtain Property or Credit - §817.03 Fla. Stat.:** Defendants Lydecker Diaz through its attorneys Alan Feldman and Elias Correa, together with Defendants Westmoreland Equity Fund, LLC, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, made or caused to be made multiple false statements, in

writing, relating to Defendant Westmoreland Equity Fund's financial condition, with a fraudulent intent of obtaining money from their victims, including the Plaintiffs, as described above in paragraphs 50-111. Defendants Lydecker Diaz, through its attorneys Alan Feldman and Elias Correa, together with Defendants Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow did obtain money from their victims, including the Plaintiffs, who relied upon such false statements.

187. **Organized Fraud - §817.034(4)(a) Fla. Stat.:** The conduct of Defendants Lydecker Diaz, Alan Feldman, Elias Correa, Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, as described herein, constituted an organized scheme to defraud. Specifically, each engaged in a systematic, ongoing course of conduct with intent to defraud their victims, or with intent to obtain property from their victims, including the Plaintiffs, by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act, in violation of §817.034(4)(a) Fla. Stat.

188. **Communications Fraud - §817.034(4)(b) Fla. Stat.:** At all material times, Defendants Lydecker Diaz, Alan Feldman, Elias Correa, Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow, participated in the criminal activity, and did knowingly and intentionally communicate with their victims with intent to obtain property from their victims, including the Plaintiffs, in violation of §817.034(4)(b) Fla. Stat.

189. **Compounding Felony - §843.14 Fla. Stat.:** At all times, Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa, had knowledge of, and facilitated continuation of the advance fee lending scheme perpetuated by Defendants Westmoreland, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow,

which were acts that, if successfully prosecuted, were crimes punishable by imprisonment in Florida State prison.

190. Notwithstanding their knowledge of the criminal nature of the offenses, Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa, took money, or an engagement therefor, upon an agreement or understanding, expressed or implied, to compound or conceal such offense, or not to prosecute therefor, or not give evidence thereof.

191. Each violation of §817.034 and §843.14 set forth above in connection with the aforementioned criminal activity constitutes a separate and distinct violation of Chapter 772 Fla. Stat.

192. Had Plaintiffs known of the violations of §817.034 and §843.14, Plaintiffs would never have countenanced representation by Defendant Lydecker Diaz, through its attorneys, Defendants Alan Feldman and Elias Correa.

193. These criminal acts occurred over a period of nearly two years, and occurred within five years of one another, which constitute a pattern of criminal activity within the meaning of §772.102(4) and §772.103 Fla. Stat.

194. Plaintiffs were injured in their business or property by reason of these violations of Florida law in that, as a direct and proximate result of Defendants' actions complained of herein, Plaintiffs suffered damages, including but not limited to loss of out-of-pocket expenses, lost business opportunities, reputational damages, damage to business relationships with present and future clients, and loss of good will among Plaintiffs investors and potential customer base.

195. By reason of the Defendants' violation of Chapter 772 Fla. Stat., Plaintiffs are entitled, pursuant to §772.104 Fla. Stat. to threefold the damages sustained with interest thereon and a reasonable attorney's fee in connection herewith.

196. At all relevant times, Defendants Alan Feldman and Elias Correa, were officers, agents, members, managers, or employees of Defendant Lydecker Diaz and were at all relevant times engaged on behalf of Defendant Lydecker Diaz in the rendering of professional services.

197. Pursuant to §621.07 Fla. Stat., Defendant Lydecker Diaz is liable for any negligent or wrongful acts or misconduct committed by its officers, agents, members, managers, or employees and is therefore vicariously liable for the wrongful and/or negligent conduct of Defendants Alan Feldman and Elias Correa complained of herein. The conduct complained of herein was at all times was performed in the course of the scope of the employment of each, and was performed in furtherance of the business of Defendant Lydecker Diaz. Moreover, the conduct of Defendants Alan Feldman and Elias Correa, was authorized by or subsequently acquiesced in by partners of Defendant Lydecker Diaz, notwithstanding the conflicts of interest inherent in the simultaneous representation of Plaintiffs and Defendants Westmoreland and Sandy Hutchens, A/K/A Ed Ryan.

198. Defendant Lydecker Diaz is vicariously liable for the conduct of Defendants Alan Feldman and Elias Correa, and for any and all damages proximately caused thereby.

WHEREFORE, Plaintiffs U.S. RE/Inc., U.S. RE/LLC, and Tal Piccione demand judgment against Defendants Lydecker Diaz, Alan Feldman, Elias Correa, Westmoreland Equity Fund, LLC, Sandy Hutchens, A/K/A Ed Ryan, Bernard Feldman, and American Escrow & Settlement Services, LLC, for threefold damages actually sustained, the costs of the suit, reasonable attorneys' fees, with interest thereon, and for such other and further relief as this

Courts deems appropriate pursuant to Chapter 772 Fla. Stat. and for other and further relief as this Court may deem just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs U.S. RE COMPANIES, INC., U.S. RE COMPANIES, LLC, and TAL PICCIONE, respectfully requests the following relief against Defendants ALAN FELDMAN, individually; ELIAS CORREA, individually; RICHARD J. LYDECKER, individually; LYDECKER, LEE, BERGA & DE ZAYAS, LLC, D/B/A LYDECKER DIAZ, a Florida limited liability company; LYDECKER LLP, a Florida limited liability partnership, D/B/A LYDECKER|DIAZ, F/D/B/A LYDECKER, LEE, BERGA & DE ZAYAS, LLC D/B/A LYDECKER DIAZ; WESTMORELAND EQUITY FUND, LLC, a Delaware limited liability company; SANDY HUTCHENS, A/K/A ED RYAN, individually; BERNARD FELDMAN, individually; and AMERICAN ESCROW & SETTLEMENT SERVICES, LLC, a Florida limited liability company:

- (a) Compensatory damages in excess of \$20,000,000.00;
- (b) Treble damages pursuant to §772.104 Fla. Stat.;
- (c) Prejudgment interest;
- (d) Costs;
- (e) Attorney's fees pursuant to Fla. Stat. §57.105 and §772.104 Fla. Stat.; and
- (f) Any such additional relief that this Court deems necessary and appropriate.

RESERVATION OF RIGHT TO SEEK AWARD OF PUNITIVE DAMAGES

Plaintiffs reserve the right to seek punitive damages against the Defendants upon a proffer of evidence pursuant to Fla. Stat. §768.72.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,

HALL, LAMB, HALL & LETO, P.A.
2665 South Bayshore Drive, PH-1
Miami, Florida 33133
TEL. 305-374-5030
FAX. 305-374-5033

/s/ Andrew C. Hall _____
ANDREW C. HALL
Florida Bar No.: 111480
CATHERINE A. MANCING
Florida Bar No.: 0023765



Police Criminal Records Check

Personal Information			
HUTCHENS Surname	SANDY First Name	CRAIG Middle Name	17/08/59 Date of birth dd/mm/yr
33 Unit Number	THEODORE PLACE Street Name	N/A Maiden Name	N/A Other Names Used
THORNHILL City	ONT Province	L4J 8E2 Postal Code	07/02/13 Date of search

This form must accompany a Police Criminal Records Check

DATE	LOCATION	CHARGE	DISPOSITION
1984-01-04	Toronto, ON	Fail to comply	3 days
1990-11-08	Toronto, ON	Assault a peace officer (Metro Toronto Police)	\$300 I-D 30 days
1991-05-29	Toronto, ON	Theft over \$1000 (Metro Toronto Police)	Suspended sentence & probation 6 mos.
1993-03-01	Toronto, ON	Fraud over \$1000 (Metro Toronto Police)	\$1500 I-D 90 days & probation 18 mos.
1997-11-28	Toronto, ON	Unauthorized employment (RCMP I&P Milton)	9 mos conditional sentence order probation 3 years & restitution \$25000
2002-07-18	Toronto, ON	Public mischief (Toronto Police Service)	1 day & (24 days pre-sentence custody) & probation 12 mos
2002-11-04	Toronto, ON	1) Poss of property obtained by crime under 2) Uttering forged document (Toronto Police Service)	(1-2) \$500 & probation 2 years on each chg.
2004-01-26	Newmarket, ON	Uttering forged documents (2 chgs) (York Reg. Police)	Suspended sentence & probation 18 mos & (35 days pre-sentence custody
2004-04-08	Toronto, ON	1) Traffic in schedule I substance 2) Fraud over \$5000 3) Fraud under \$5000 (Toronto Police Service)	1) 2 yrs less 1 day cond. sentence order 2) 12 mon conditional sentence order on each charge conc & conc 3) 6 mos conditional sentence order conc & mandatory prohibition order Sec 109CC

For Police Use Only

A search of the CPIC Investigative Databank and Local Indices was conducted, see above for results. A fingerprint comparison search with the National Repository was conducted.

Date Completed: 07 Feb 2013 Signed: [Signature] # 5469
mm/dd/yy Representative of Police Service - Signature must be embossed

EXHIBIT
Composite Exhibit 1

YORK REGIONAL POLICE



Deputy Chief
Bruce Herridge

Chief of Police
Eric Jolliffe

Deputy Chief
Thomas Carrique

Vision-inspired Mission-focused Values-driven

February 7, 2013

Dear Sir / Madame:

Based on the fingerprints, names(s) and date of birth submitted by the applicant, this message certifies that a search of the RCMP National Repository of Criminal Records identified that the fingerprints submitted by the applicant were certified as identical to fingerprints registered under criminal FPS 858520B.

Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.

Applicant: HUTCHENS, Sandy Craig Gender: Male Date of Birth: August 17, 1959

Address: 33 Theodore Place, Thornhill, ON

Application Type / Code: Employment (Other) - (22)

Application Specifics: Employment

Date Fingerprinted: February 04, 2013

Vulnerable Sector Screening: Not Completed

Date Criminal Record Completed: February 07, 2013

See additional pages for known RCMP National Repository of Criminal Records information.

Note: The fingerprint form or electronic submission originally submitted to process this application has been destroyed.



Page 2 of 3



Deeds Speak



**York Regional Police
POLICE CRIMINAL RECORDS CHECK**

(This search is NOT intended for persons working with the vulnerable sector)

Must print legibly (names, street, city, province, postal code) as this is your mailing label.

UNIT 1: TO BE COMPLETED BY APPLICANT

Last Name Hutchens		First Name Sandy		Middle Name Craig		Maiden / other names /	
Address (# and street name) 33 Theodore Place				Apt #		Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>	
City Thornton		Province Ontario		Postal Code L4J 8E2		Date of birth (DDMMYY) 17/08/59	
Phone Number: 905 709 6244 call-647-832-8383							

Reason for Request

Employment Travel Licensing Student (must show valid student ID) Other

Identification - one form MUST be government issued and include applicant's name, date of birth, signature and photo

Type of ID produced Private License	ID number M9471-68925-90817	Type of ID produced Health Card	ID number 6098-586-156TM
---	---------------------------------------	---	------------------------------------

The Police Criminal Records Check will include the following information as the record exists on the date of the search:

- Criminal convictions (summary and indictable) from CPIC and/or local databases.
- Absolute and Conditional Discharges
- Local Police Contacts
- Current Judicial Orders
- Convictions where a pardon has been granted
- Family Court Restraining Orders
- Outstanding entries, such as charges and warrants
- Convictions under provincial statutes
- Foreign information
- A vulnerable sector verification search of pardoned sex offenders

I hereby certify that the information provided above is true and correct to the best of my knowledge and belief. I hereby authorize the York Regional Police Service to conduct such searches as are deemed necessary to obtain the information required to complete this search and disclose such information to me.

Applicant's Signature: **X**

UNIT 2: POLICE USE ONLY

Requested and Fee received by - Badge #

RESULTS FOR NAME-BASED CRIMINAL RECORD VERIFICATION

1	<input type="checkbox"/> Negative	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records did NOT identify any records with the name(s) and date of birth of the applicant. Positive identification that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be confirmed by FINGERPRINT comparison. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
2	<input type="checkbox"/> Incomplete	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records could NOT be completed. Positive identification that a criminal record does or does not exist requires the applicant to SUBMIT FINGERPRINTS to the RCMP National Repository of Criminal Records by an authorized police service or accredited private fingerprinting company. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
3	<input checked="" type="checkbox"/> Possible Match 2 (see attached page for details)	Based solely on the name(s) and date of birth provided and the criminal record information declared by the applicant, a search of the RCMP National Repository of Criminal Records has resulted in a POSSIBLE match to a registered criminal record. Confirmation that a criminal record does or does not exist at the RCMP National Repository of Criminal Records can only be achieved by FINGERPRINT comparison. As such, the criminal record information declared by the applicant does NOT constitute a Certified Criminal Record by the RCMP. Delays do exist between a conviction being rendered in court, and the details being accessible on the RCMP National Repository of Criminal Records. Not all offences are reported to the RCMP National Repository of Criminal Records.
Date of Search 07 Feb. 2013		Customer Service Representative [Signature]

NOT VALID UNLESS EMBOSSED BY POLICE SERVICE SEAL

YRP162 Distribution: Original: Customer Service Unit, Information Management Bureau

Personal information contained on this form is collected pursuant to the Police Services Act, s. 41 and is collected for the purpose of processing this police record check. Questions concerning this collection should be directed to York Regional Police, 17250 Yonge St. Newmarket, ON, L3Y 4W5, 905-830-0303 ext. 6781 or 7655

Hutchens 2015 000010

SUPERIOR COURT OF JUSTICE

CANADA)	HER MAJESTY THE QUEEN
PROVINCE OF ONTARIO)	against
TORONTO REGION)	SANDY CRAIG HUTCHENS

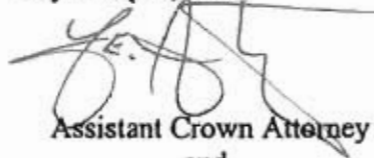
1. SANDY CRAIG HUTCHENS stands charged that he during the period from and including the 15th day of October in the year 2000 to and including the 15th day of August in the year 2001 in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Jacqueline TODD of monies of a value which exceeded five thousand dollars, contrary to the Criminal Code.
2. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 20th day of September in the year 2000 to and including the 14th day of December in the year 2000, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Charles Jia Wen PAN of monies of a value which exceeded five thousand dollars, contrary to the Criminal Code.
3. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 1st day of September in the year 2001 to and including the 7th day of June in the year 2002, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Nino LATO of monies of a value which exceeded five thousand dollars, contrary to the Criminal Code.
4. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 20th day of December in the year 2000 to and including the 16th day of May in the year 2002, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Nicole LEVESQUE of monies of a value which exceeded five thousand dollars, contrary to the Criminal Code.
5. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 17th day of October in the year 2001 to and including the 15th day of January in the year 2002, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Anne GRAJPEL of monies of a value which did not exceed five thousand dollars, contrary to the Criminal Code.

6. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 15th day of June in the year 2001 to and including the 31st day of August in the year 2001, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Eugene DARLING of monies of a value which did not exceed five thousand dollars, contrary to the Criminal Code.

7. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 17th day of February in the year 2002 to and including the 13th day of March in the year 2002, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Jose NEVES of monies of a value which did not exceed five thousand dollars, contrary to the Criminal Code.

8. SANDY CRAIG HUTCHENS stands further charged that he, during the period from and including the 21st day of March in the year 2001 to and including the 22nd day of August in the year 2001, in the City of Toronto, did by deceit, falsehood or other fraudulent means defraud Jane HEARD of monies of a value which did not exceed five thousand dollars, contrary to the Criminal Code.

DATED at Toronto this 22nd day of April, 2004.



Assistant Crown Attorney
and
Agent for the Attorney General of Ontario

* Provincial Indictment *
RE-ELECTION/GUILTY PLEA

APPEARANCE NUMBER:

DATE: May 7, 2004

CROWN: A. CALSAVARA

DEFENCE 1: J. Hill

DEFENCE 2:

DEFENCE 3:

RE-ELECTION: Yes -> Judge Alone

PLEA: Accused pleads Guilty to Counts 1, 2, 3, +6.

CROWN READS IN FACTS:

DEFENCE AGREES TO FACTS

DEFENCE DOES NOT AGREE TO FACTS

CONVICTION REGISTERED ON THE FOLLOWING COUNTS: Counts 1, 2, 3, +6.

SENTENCE: May 7, 2004: Adjourned to August 9, 2004 @ 9:30am

February 9, 2005: Adjourned to April 1/2005 @ 9:30am

APRIL 1, 2005: Adjourned to April 8/2005 @ 9:30am

APRIL 8/05

SENTENCE: CONDITIONAL SENTENCE: CT. 1, 2, 3
~~CT. 6~~ - 17 MONTHS IMPRISONMENT ON EACH COUNT
CONCURRENT WITH EACH OTHER AND CONCURRENT
WITH SENTENCE IMPOSED FOR TRAFFIC OFFENCE (F432/04)
CT. 6 - 6 MONTHS IMPRISONMENT CONCURRENT WITH
CT. 1, 2, 3 AND WITH TRAFFIC OFFENCE (F432/04)
2 YEARS PROBATION / SECTION 109 FOR 10 YRS.
RESTITUTION REMAINING: \$10,053.00 PAYABLE
FORTHWITH

CTS. 4, 5, 7, 8 REMAINED TO MAY 27/05 @ 9:30 AM
T.B.S. 7..


MR./MDM. JUSTICE Laforme


MR. JUSTICE LAFORME

Federal Indictment
RE-ELECTION/GUILTY PLEA

APPEARANCE NUMBER:

DATE: May 7, 2004

CROWN: M. Ratham RATHMAN

DEFENCE 1: J. Hill

DEFENCE 2:

DEFENCE 3:

RE-ELECTION: Yes -> Judge Abne

PLEA: Accused pleads Guilty to Count 3.

CROWN READS IN FACTS:

DEFENCE AGREES TO FACTS

DEFENCE DOES NOT AGREE TO FACTS

CONVICTION REGISTERED ON THE FOLLOWING COUNTS: Count 3.

SENTENCE: May 7, 2004: Adjourned to August 9, 2004 @ 9:30am.

Aug. 9, 2004

adj. to Aug. 22/04
TBST - 9:30am.

April 01/05 - Adjourned to April 8/05 @ 9:30am

APRIL 8/05

SENTENCE: CT. 3 - CONDITIONAL SENTENCE:
IMPRISONMENT FOR 2 YEARS LESS 2 DAY
2 YEARS PROBATION / SECTION 119 FOR 10 YRS
CTS. 2, 2, 4 REMANDED TO MAY 27/05 @ 9:30am
T.B.S.T.

[Signature]
MR./MDM. JUSTICE Laforme

[Signature]
MR. JUSTICE LAFORNE

Moishe Alexander Fraud Scheme

This blog is dedicated to informing developers, borrowers, businesses, and good, honest people from the mortgage fraud schemes of Moishe Alexander also known as Sandy Hutchens/Moishe Hutchens, 308 Elgin Street Inc., Canadian Funding Corporation, Saatan Management, and associates Jap Luistermans, Bryce Coates, Barry Paulson, Chris Kantanen, Tania Hutchens (wife) and Giuseppe Strazzer.

Thursday, September 4, 2008

Moishe Alexander aka Sandy Hutchens Head of New Scam

This blog has been created to protect individuals, businesses, and financial institutions from the mortgage fraud schemes perpetrated by:

Moishe Alexander aka Sandy Hutchens aka Moishe Hutchens (Main Leader and Professional Con Man)

"This man is the main convicted criminal in this enterprise. He has a past of over 20 separate instances regarding various mortgage fraud, extortion, and misrepresentation acts committed against mostly innocent tenants, innocent borrowers, or people incapable of understanding the complex scams created by Moishe Alexander aka Sandy Hutchens. As noted by the Jewishwhistleblower site, Hutchens was sentenced to 2 years of house arrest and probation for some of the most ill conceived acts that even involved the scam of his mother in law. He has had 2 attorneys formally reprimanded for their involvement in his schemes. He has also been recently sued in Canada for taking advanced fees for loans that he committed to but never had the capacity to complete. In his latest scam, Hutchens has been involved in advanced fee scams involving large developers in the US. He basically fronts to be a large commercial lender (Canadian Funding Corporation) with years of experience and over 200+ transactions ranging from land to \$100M developments. He advertises and pushes the fact that he has various joint venture partners, including TD Canada Trust, one of Canada's largest commercial banks. He has recently issued over \$500M worth of loan commitments to various developers in Florida without the financial ability or capacity to fund anything near this volume. He has transmitted these commitments selling everyone involved that TD Canada Trust/Commerce Bank US are joint venture partners with him. *When contacted, TD Canada Trust denied ever being a joint venture partner with Hutchens and Canadian Funding/308 Elgin Street has NEVER been a joint venture partner or syndicating partner with TD Financial Group or any of its subsidiaries, including Commerce Bank US. In fact, TD's attorney immediately notified Alexander to remove any mention of TD on the CFC web site and requested that anything relating to TD including a misleading reference letter posted by Alexander.* He also claims to have control of various estates and access to private money in the Jewish community when in fact he does not. He labels himself a private lender in Canada with the ability to fund creative

Blog Archive

- ▶ 2009 (8)
- ▼ 2008 (2)
 - ▼ September (2)
 - [Letter from TD Canada Trust Regarding Moishe Alexa...](#)
 - [Moishe Alexander aka Sandy Hutchens Head of New Sc...](#)

About Me

[Fraud Protector](#)

[View my complete profile](#)

EXHIBIT

2

deals. The extortion of these advanced fees are sought and once recieved Hutchens does everything he can to derail your dealings with them and bail out of the deal. **More information to follow...**

Jan Luistermans (Appraiser / Inspector) - Jan is often sold as the former President of the London Board of Appraisers and a man who has inspected and appraised over 200 properties in the last 3 years alone. He has a letter on the CFC website

(<http://www.canadianfundingcorporation.com/>) from Realty 1 who is the real estate company that he is a real estate agent for.

Luistermans is not an appraiser and does not have any qualifications, licenses, hours, courses, or expertise as a commercial or residential appraiser. The same can be said for his inspection abilities. He is not licensed as any type of property inspector and does not have any qualifications in this area. He is simply a normal real estate agent in Canada and nothing else. He is often the first point of contact when Moishe Alexander issues a loan commitment/term sheet for a loan. He visits the property, charges \$7,500, and issues a 1 page inspection report stating that the property is "acceptable." When asked to provide a real inspection/appraisal report he avoids trying to provide one. The only time he provides an appraisal is when an appraisal is done by a 3rd party company so that he can copy it and use the basic premise. What is even more troubling is that he claims to be an inspector/appraiser when he comes to properties in the US, a place he knows nothing about. According to the CFC site "*Jan Luistermans is CFC's resident inspection and appraisal expert. With decades of real estate and valuation experience under his belt, Jan travels the continent inspecting properties and valuing projects.*"

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Bryce Coates - Bryce Coates is sold on the CFC website as a senior mortgage consultant for CFC. He is actually a mortgage broker who has had his license for 2 years, has not conducted anywhere near the amount of business that the website states, and is actually licensed under a different company, not CFC. Much like the US, a broker can only place their license under one company. Coates has his license placed under another company that is not CFC and cannot legally do business under CFC, per Canadian law. Recently, Alexander/Hutchens has changed the web site to suggest that Coates is now a partner of CFC but still lists him as a senior mortgage consultant under CFC "Staff."

Marty Lapedus - Marty Lapedus, a fellow Jewish member of the community, is a supposed public accountant (though no license has been seen or provided). He is also an associate of Alexander/Hutchens and is involved in financial and accounting

dealings. Alexander/Hutchens tries to give CFC further credibility by vaguely associating himself with people like Lapedus.

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Some of the tricks that they will use are (1) Web site - making you think that they are a reputable lender who has the ability to provide large scale funding (2) Choice of a prominent law firm in the US to lend credibility (3) Mention of TD Canada Trust and various joint venture partners which are not real (4) Mention of estates and jewish community money (5) Jewish background and mention of jewish faith to make you believe that he has quietly accumulated a fortune worth of money (6) The mention of hundreds of previous deals through info on the web site and various phone conversations.

DON'T BE FOOLED INTO BELIEVING THE CREDIBILITY OF THIS SCAM. IT IS NOTHING BUT A SCAM PUT TOGETHER BY ONE OF THE MOST MALICIOUS, DEVIIOUS, AND MANIPULATIVE CON MEN IN CANADIAN HISTORY. IN AN ATTEMPT TO MAKE PEOPLE FORGET ABOUT HIS PAST, HE CHANGED HIS NAME FROM SANDY HUTCHENS TO MOISHE ALEXANDER AND CONVERTED TO ORTHODOX JUDAISM. TO THIS DAY, HE IS UP TO MORE EXTENSIVE AND DEVIIOUS SCAMS THAN EVER BEFORE. READ THESE POSTS CAREFULLY, MORE INFORMATION TO FOLLOW...

Posted by [Fraud Protector](#) at 9:09 PM 

5 comments:



[stev said...](#)

If you GOOGLE "sandy hutchens jewish whistleblower" you can read about Sandy Hutchen's early career as a paralegal, drug dealer and conman.

It all started when young Sandy, at a juvenile detention work camp at age 15, was counseled that to beat "them" it would be best to fight them at their own game. So he became a paralegal and stole poor people's money, and even got his name (proudly) into hansard. What a jerk!

[September 16, 2008 at 9:24 PM](#)



[Fraud Protector said...](#)

IF YOU ARE LOOKING FOR INFORMATION REGARDING MOISHE ALEXANDER ALSO KNOWN AS SANDY CRAIG HUTCHENS AND

MOISHE HUTCHENS

OR IF YOU ARE LOOKING FOR INFORMATION REGARDING CANADIAN FUNDING CORPORATION, SANTAN MANAGEMENT, OR 308 ELGIN STREET READ THIS LINK:

<http://www.scam.com/showthread.php?t=45969>

OVER 100 SCAMS AND TONS OF VICTIMS OVER 20 YEARS HAVE BEEN DONE BY MOISHE ALEXANDER

HE IS NOT WHO HE SAYS HE IS!!!!!!

READ ALL THE WAY THROUGH!!!!

DO NOT SEND ANY MONEY VIA WIRE!!!!

November 14, 2008 at 11:00 AM



Fraud Protector said...

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Fraud Protector said...

PLEASE GOOGLE MOISHE ALEXANDER

FRAUD SCHEME

MOISHE ALEXANDER IS A FRAUD

November 14, 2008 at 11:00 AM



Fraud Protector said...

THERE ARE OVER 100 VICTIMS AND OVER 100 CRIMES OF FRAUD DONE BY MOISHE ALEXANDER AND HIS CRONIES.

November 14, 2008 at 11:00 AM

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Under yet another name ...

Sandy Hutchens is back in business with a new company



BY MARK BONOKOSKI, POSTMEDIA NETWORK

FIRST POSTED: SUNDAY, OCTOBER 26, 2008 05:00 AM EDT | UPDATED: SUNDAY, OCTOBER 26, 2008 06:53 AM EDT

Earlier this summer, a house-warming message appeared on the online bulletin board of the Chabad@Flamingo synagogue in Thornhill, inviting the congregation to attend a Chanukat HaBayit at the new home of Moishe and Tanya Hutchens.

It is difficult to keep track of Moishe Hutchens.

Especially his aliases.

When he was finally arrested for fraud by Toronto cops back in 2002, he was a Baptist-raised, drug-pushing, scam-running paralegal named Sandy Hutchens, with a criminal record spanning 20 years.

By the time he was sentenced three years later to two years house arrest for bilking, among others, a wheelchair-bound cancer survivor out of \$40,000, he had converted to Orthodox Judaism -- with Rabbi Mendel Kaplan, chaplain of the York Regional Police, and founder of Chabad@Flamingo, appearing as a character witness.

Superior Court Justice Harry LaForme called Rabbi Kaplan an "impressive witness," which more than half explains why Hutchens didn't receive the five years in jail that the Crown was seeking, and which many of his victims believed he richly



deserved. Since then, Sandy Hutchens has morphed into Moishe Hutchens and, when in business mode, he operates under the name Moishe Alexander.

There is no mixup. Sandy (Moishe) Hutchens and Moishe Alexander are one and the same.

Last Sunday, after receiving a flurry of e-mail about his alleged activities, I popped over to Moishe Hutchens' new home on Theodore Place in Thornhill where, according to neighbours he has been living since April with his three children and his wife, Tanya, a paralegal allegedly working under the registered name of Tatiana Brik.

No one answered the door bell. Newspapers were piled on the porch, and every blind was shut.

A business card was left in the door next to the mezuzah, with the message to "please call."

Hutchens called the next day, but referred all comments to his lawyers, one being Lou Strezos and the other being Alvin Meisels, a Toronto real-estate lawyer who also represents Hutchens, including being counsel in the case of Canadian Funding Corp. v Brooke Properties Inc., in which Sandy Hutchens appears as "Craig Hutchens."

Lou Strezos called that night, and an agreed-upon time was scheduled to discuss Sandy Hutchens and why, in particular, he was operating as Moishe Alexander.

Strezos cautioned, numerous times, that he was making notes of the conversation which I, in fact, was also taping.

"There's a very simple answer to it," said Strezos. "He formally converted to Orthodox Judaism and, a result of a committee of three ... a rabbinical court, in the colloquial sense, his Orthodox Jewish name is now Moishe Alexander.

"It is not uncommon. There is nothing wrong with that. He's got nothing to hide."

Then Strezos was asked this: Are Moishe Alexander's current business dealings on the up-and-up?

EXHIBIT

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"Yes," Strezos replied. "If there are any accusations to be made, and I am not going to speak about what spurious allegations may be made on the Internet, if an allegation is rendered by anybody, he will answer it in due course.

"But I am not going to engage in a dialogue through the media on speculation on what you or other people may think," Strezos added. "So that's properly answered.

"If anyone has to bring a suit, or anything arises, we will answer it in due course."

Three years ago, a week after he was sentenced, I popped into Hutchens' then- and equally-upmarket Thornhill home -- again out of the blue, just like last Sunday.

He was home, of course, as per court order -- with conditions of his sentencing including two years of follow-up probation, random drug and alcohol tests, strict curfews, limited comings and goings, 50 hours of community work talking to groups about the scourge of drugs, and restitution of the entire \$65,803 he had scammed from his victims.

INTERVIEW CUT SHORT

I am standing in the living room, waiting for Sandy Hutchens to come downstairs.

"You Jewish?" Tanya Hutchens suddenly asks.

"No," I reply.

It goes downhill from there, with Tanya Hutchens taking control of her husband's answers -- like how, for example, they planned to pay restitution.

"From our savings," she interjects.

And what Sandy Hutchens planned to do to make a living now that his scam artistry had been made public.

"He's self-employed," she replies.

And then I am asked to leave.

The Internet today is rife with allegations, none proven, that the now 49-year-old Sandy Hutchens -- a.k.a. Moishe Hutchens, a.k.a. Craig Hutchens, and a.k.a. Moishe Alexander -- is up to old tricks in suspect multi-jurisdictional mortgage schemes here, and including as far away as Florida.

Alvin Meisels -- lawyer No. 2 -- called the allegations on the Internet "a smear campaign that is causing (Hutchens/Alexander) a lot of grief."

"He's gone a long way to rehabilitate himself and, contrary to suspicions (anyone) might have, I am satisfied myself that the fellow is genuine," said Meisels. "He's closed a multitude of financial deals (since being convicted of fraud)-- certainly more than 15, certainly more than a score -- and I am satisfied they are all legitimate.

"And those (financial deals) that did not close, did not close for legitimate reasons."

As for the Florida allegations, this was addressed by lawyer No. 3, noted Toronto civil litigation and libel attorney Julian Porter, who wrote a letter to Sun Media lawyer Tycho Manson in anticipation of a story being published.

"Mr. Alexander now has a good reputation as a private lender," Porter wrote. "In that position, he became involved with a transaction wherein financing was required relating to British purchasers of condominium units in Florida.

"The financing met with trouble through no fault whatsoever of Mr. Alexander.

"The proponents of the building transaction have, as Florida people are sometimes wont to do, decided they cannot meet their obligations," said Porter.

"But, in the meantime, they can easily trash Mr. Alexander on the Internet and exploit his conviction four years ago."

ACTIVE PROBE

While the RCMP will not confirm or deny, it is known that an investigation has been launched regarding complaints being levelled against Hutchens/Alexander in Ontario through RECOL, the privacy-protected online tip conduit on economic crime backed by the Mounties and the OPP.

It is also known that at least one Toronto lawyer -- Ian Stuart Hennessey -- has been disbarred this year by the Law Society of Upper Canada for his past involvement in assisting Sandy Hutchens, through "knowingly (being) involved in fraudulent mortgage transaction."

"The fact that others have been deceived by Hutchens is not a defence," the adjudication panel ruled.

If Sandy Hutchens, as Moishe Alexander, is not above board, he is obviously not afraid to wave the flag regarding his supposed coups while still on probation for fraud, although that particular detail goes unmentioned.

On one of Moishe Alexander's websites, complete with photos of him posing with supposedly pleased clients -- although their faces are pixelated out and no surnames are provided -- he brags of closing some pretty sweet deals through his aforementioned firm, Canadian Funding Corp.

Some of the headlines read as follows:

- "Canadian Funding Corp. and Moishe Alexander funds builder for multi-home construction with total financing of \$1.2 million."
- "Canadian Funding Corp. and Moishe Alexander close 120 deals in three years."
- "Canadian Funding Corp. and Moishe Alexander provide all funding for \$14 million development in Northern Ontario."
- "Canadian Funding Corp. and Moishe Alexander provide full funding for \$15.5 million condo development in Southern Ontario."

One testimonial, from a "Luc B. of Ontario" -- his face electronically blurred -- reads: "As a builder and developer, this (\$1.2 million) funding provided by Canadian Funding Corp. and Moishe Alexander allows me to expand and continue my home building operation when nobody else would listen. Thanks Moishe."

Sandy Hutchens -- a.k.a Moishe Alexander -- was first introduced here in October 2002, when Toronto police in 32 Division's fraud squad had him pegged as a fly-by-nighter who professed to be a fighter for the underdog.

PARALEGAL CLAIMS

They had him running a bogus storefront paralegal operation in the city's north end, papering apartment buildings with flyers promising to fight rent hikes and landlord-tenant disputes, and boasting of his ability to arrange loans as well as broker the sale of commercial properties.

Det.-Const. Ed Malachowski, who retired from the force in February, worked the thick and complicated file that finally got Sandy Hutchens convicted of four counts of fraud and another count of drug trafficking in prescription painkillers.

"He was nothing but a cancer," said Malachowski. "And he was a cancer who had to be stopped. He couldn't have cared less about his victims.

"Once he had won their trust, they were done."

MOISHE ALEXANDER AKA SANDY HUTCHENS CAREER CONMAN

WEDNESDAY, MARCH 25, 2009

Moishe Alexander aka Sandy Hutchens career scamster

This site is dedicated to informing the population of the world that there is a serial thief, con artist on the loose. His name is Sandy Hutchens. He operates his scam out of his home in Ontario, Canada. The last we heard he was in the Thornhill area. Bogus company names he goes under include Canadian Funding Corp. & 308 Elgin Street. In an effort to hide his criminal past he recently teamed up with a corrupt rabbi named Mendel Kaplan and changed his name to Moishe Alexander and his religion to Jewish Orthodox. This corrupt Rabbi Mendel Kaplan has kept Sandy out of jail on his last arrest and has accepted Thousands in "donations" as a pay back.

Do not be fooled by the religion. He has no religion his soul is pure evil. This man is a sociopathic narcissist. He has no morals, no conscience, not a single feeling for anyone other than himself. Everything that leaves his lips is a lie. Anything that he says is unreliable. In 2008 alone he has defrauded consumers in both the USA and Canada of over 3 million dollars in his advance fee loan scam. Do not be fooled by this con man. As soon as he has your money it is gone forever and you will get nothing but aggravation and lies. There are literally dozens of victims and millions of Dollars stolen by the brilliant con artist Moishe Alexander aka Sandy Hutchens. Don't be the next victim.

After stealing millions of dollars he has hired dishonest lawyers to harrass scam.com into removing the blog that exposed his criminal activity. Good thing I saved it. Moishe Alexander and Canadian Funding Corporation

Moishe Alexander aka Sandy Hutchens Head of New Scam This post has been created to protect individuals, businesses, and financial institutions from the mortgage fraud schemes perpetrated by: Moishe Alexander aka Sandy Hutchens aka Craig Hutchens (Main Leader and Professional Con Man) - This man is the main convicted criminal in this enterprise. He has a past of over 20 separate instances regarding various mortgage fraud, extortion, and misrepresentation acts committed against mostly innocent tenants, innocent borrowers, or people incapable of understanding the complex scams created by

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Moishe Alexander aka Sandy Hutchens career scamste...

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RON SCHMITZ

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EXHIBIT

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Moishe Alexander aka Sandy Hutchens. As noted by the Jewishwhistleblower site, SandyHutchens (his real name) was sentenced to 2 years of house arrest and probation for some of the most ill conceived acts that even involved the scam of his mother in law. He has had 2 attorneys formally reprimanded for their involvement in his schemes. He has also been recently sued in Canada for taking advanced fees for loans that he committed to but never had the capacity to complete. In his latest scam, This con artist has been involved in advanced fee mortgage scams involving large developers in the US. He basically fronts to be a large commercial lender (Canadian Funding Corporation) with years of experience and over 200+ transactions ranging from land to \$100M developments. He advertises and pushes the fact that he has various joint venture partners, including TD Canada Trust, one of Canada's largest commercial banks. He has recently issued over \$500M worth of loan commitments to various developers in Florida without the financial ability or capacity to fund anything near this volume. He has transmitted these commitments selling everyone involved that TD Canada Trust/Commerce Bank US are joint venture partners with him. When contacted, TD Canada Trust denied ever being a joint venture partner with Moishe Alexander and Canadian Funding Corp./308 Elgin Street has NEVER been a joint venture partner or syndicating partner with TD Financial Group or any of its subsidiaries, including Commerce Bank US. In fact, TD's attorney immediately notified Alexander to remove any mention of TD on the CFC web site and requested that anything relating to TD including a misleading reference letter posted by Alexander. He also claims to have control of various estates and access to private money in the jewish community when in fact he does not. He labels himself a private lender in Canada with the ability to fund creative deals. The extortion of these advanced fees are sought and once recieved Moishe does everything he can to derail your dealings with them and bail out of the deal. More information to follow...Jan Luistermans (Appraiser / Inspector) - Jan is often sold as the former President of the London Board of Appraisers and a man who has inspected and appraised over 200 properties in the last 3 years alone. He has a letter on the CFC website (<http://www.canadianfundingcorporation.com/>) from Realty 1 who is the real estate company that he is a real estate agent for. Luistermans is not an appraiser and does not have any qualifications, licenses, hours, courses, or expertise as a commercial or residential appraiser. The same can be said for his inspection abilities. He is not licensed as any type of property inspector and does not have any qualifications in this area. He is simply a normal real estate agent in Canada and nothing else. He is often the first point of contact when ***** Alexander issues a loan commitment/term sheet for a loan. He visits the property, charges \$7,500, and issues a 1 page inspection report stating that the property is "acceptable." When asked to provide a real inspection/appraisal report he avoids trying to provide one. The only time he provides an appraisal is when an appraisal is done by a 3rd

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POSTED BY RON SCHMITZ AT [10:51 AM](#) 3 COMMENTS:

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W5: Desperate borrowers fleeced in fee-for-loan scheme

EXHIBIT
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Chad Derrick, W5 Staff
 Published Saturday, March 19, 2011 6:45PM EDT

Tanyia Kingyens needed a loan.

Though she had been caring for seniors out of her home in Summerside, P.E.I, Kingyens wanted to run her own retirement residence.

Young and without substantial savings or collateral, Kingyens didn't qualify for bank financing. So she turned to a private lender based in Toronto -- Canadian Funding Corporation. CFC agreed to loan Kingyens \$1.3 million for a mortgage on a building she'd been eyeing.

RELATED LINKS

- [Court Orders in the matter of Kingyens Holdings Inc.](#)
- [Letter to W5 from lawyer of Moisha Alexander](#)

PHOTOS



W5 investigates the convicted fraudster behind a money-lending scheme.



There are dozens of cases across North America involving Toronto-based lender Sandy Craig Hutchens (aka Moisha Alexander) refusing to pay loans to customers, but keeping their advance fees.



Tanyia Kingyens lost more than \$32,000 in advance fees to Sandy Hutchens' Canadian Funding Corporation. Hutchens' reneged on a deal to lend her \$1.3 million for a mortgage for a new retirement residence, but kept the up-front fees.



Brent Hillier hands out flyers warning people of lender Sandy Craig Hutchens in the streets of Toronto.

Though the principals of CFC initially remained anonymous, Kingyens later received documents from CFC which listed the president of the company as Craig Hutchens.

Kingyens had no idea that Sandy Hutchens' full name was Sandy Craig Hutchens, that he went by other aliases, that he had a checkered criminal history -- and a tendency to back out of his loan commitments.

"He's claiming that he is a generous, kind hearted man," Kingyens told W5, describing happy pictures of satisfied borrowers she found on Hutchens' website .

In 2005, Kingyens was confident she would be one of those satisfied customers. Before approving the loan, Hutchens asked Kingyens to sign off on a stack of conditions. He also asked her to send hefty advance fees to secure the loan -- more than \$32,000.

Sure the loan had been approved and the money would soon be advanced, Kingyens proceeded with her business plans and seniors signed up to move in to her new residence, to be named Parkhill Place.

Meantime, Hutchens started demanding new information from Kingyens. She met all the conditions of the deal, but when the loan money didn't show up as expected, Kingyens grew concerned.

"We had borrowed money from our family to send to this individual and we had already committed and had people committed to living at Parkhill Place. We were due to open in two weeks and we realized then that we weren't going to have the money to pay for the building," Kingyens recalled.

That's when Kingyens searched Hutchens' name on the computer.

"What I saw just made me sick because it came back showing that he had committed fraud to other people," said Kingyens. "I realized then that what we were dealing with was not an honest individual and we'd been taken."

Kingyens discovered that Sandy Hutchens had been convicted only months earlier on four counts of fraud and one count of trafficking narcotics.

But Hutchens told Kingyens that he was a changed man and had put his past behind him. Hutchens, raised a Baptist, was converting to Orthodox Judaism. She believed he was sincere.

"We did attempt briefly to try to get a deal going. According to him, that was all in his past and he was choosing a different way of life now and that had no bearing on the reason why the money wasn't coming," Kingyens said.

However, when Hutchens introduced entirely new terms for their deal, Kingyens refused to comply. That's when Hutchens reneged on the deal -- but kept Kingyens' up-front fees.

Not alone

W5 found dozens of cases like Kingyens' from across North America, where desperate borrowers paid up-front fees to Sandy Hutchens but never received their loans.

Hutchens' accountant, Martin Lapedus, admitted in a February, 2011 court affidavit that Hutchens "failed to close hundreds of transactions," and "never had an intention to fund (them)."

Lapedus said: "It is my belief that Hutchens would provide the loan commitment, receive the advance fee and then find a reason to blame the borrower for refusing to close the transaction."

In the affidavit, Lapedus claims that over four years, Hutchens loaned out less than \$500,000 but collected more than \$9 million in front fees from desperate borrowers.

"They were praying that somehow there would be a miracle and he would fund the deals," Lapedus told W5. "The only miracle he did was fatten his own bank account."

Tanyia Kingyens wasn't prepared to just let Hutchens walk away with her money or railroad her business plans. A conscientious member of the community loaned her the money she needed to open Parkhill Place Retirement Residence on time.

Then, Kingyens sued Hutchens for the \$32,000 advance fees, along with an additional \$70,000 in related costs she incurred. In 2007, a judge ruled in Kingyens' favour and ordered Hutchens to pay her \$130,000.

Despite the court order, Hutchens didn't pay. When Kingyens registered the judgment in Ontario and hired a Sheriff to collect from Hutchens, he couldn't find any assets in Canadian Funding Corporation.

Through it all, Tanyia Kingyens has remained defiant.

"Despite his best effort, he was not successful in bringing us down," Kingyens said. "The business has flourished in spite of what (Hutchens) tried to do to us. We really just want to see him brought to justice so he cannot do this to someone else."

0 Comments

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 11-cv-1012-RBJ-KLM

CGC HOLDING COMPANY, LLC, a Colorado limited liability company; HARLEM ALGONQUIN LLC, an Illinois limited liability company; and JAMES T. MEDICK; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SANDY HUTCHENS, a/k/a FRED HAYES, a/k/a MOISHE ALEXANDER, a/k/a MOSHE BEN AVRAHAM; TANYA HUTCHENS; and JENNIFER HUTCHENS.

Defendants.

VERDICT

We, the jury, answer the questions posed by the Court as follows:

VIOLATIONS OF RICO, 18 U.S.C. § 1962(c)

1. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(c), as set forth in Instructions no. 11 and 19, against Sandy Hutchens?

Yes No

2. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(c), as set forth in Instructions no. 11 and 19, against Tanya Hutchens?

Yes No

3. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(c), as set forth in Instructions no. 11 and 19, against Jennifer Hutchens?

Yes No

4. If you answered "yes" to question 1, 2, and/or 3, what amount of damages do you award, if any?

\$ 8,421,367

EXHIBIT
6

VIOLATIONS OF RICO, 18 U.S.C. § 1962(d)

5. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(d), as set forth in Instructions no. 18 and 19, against Sandy Hutchens?

Yes No

6. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(d), as set forth in Instructions no. 18 and 19, against Tanya Hutchens?

Yes No

7. Did the plaintiffs prove a violation of RICO, 18 U.S.C. § 1962(d), as set forth in Instructions no. 18 and 19, against Jennifer Hutchens?

Yes No

8. If you answered "yes" to question 5, 6, and/or 7, what amount of damages do you award, if any?

\$ 8,421,367

Dated: 15 May 2017

JUROR NAMES REDACTED

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 11-cv-01012-RBJ

CGC HOLDING COMPANY, LLC, a Colorado limited liability company,
HARLEM ALGONQUIN LLC, an Illinois limited liability company, and
JAMES T. MEDICK, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SANDY HUTCHENS, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham,
TANYA HUTCHENS, and
JENNIFER HUTCHENS,

Defendants.

JUDGMENT

In accordance with the orders filed during the pendency of this case, and pursuant to Fed. R. Civ. P. 58(a), the following Partial Judgment is hereby entered.

This action was tried before a jury of six after illness of a seventh juror, duly sworn to try the issues herein with U.S. District Judge R. Brooke Jackson presiding, and the jury has rendered a verdict. The jury rendered verdicts in favor of the plaintiffs (meaning the named plaintiffs and members of the certified plaintiff class) and against defendants Sandy Hutchens, Tanya Hutchens and Jennifer Hutchens, finding as to each defendant that he or she violated both 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), and awarding damages in the total amount of \$8,421,367.00. Pursuant to 18 U.S.C. § 1964(c), those damages are trebled. After trebling, the amount of pretrial settlements is deducted. Accordingly, it is

EXHIBIT

7

ORDERED that judgment is entered on behalf of the plaintiffs, CGC HOLDING COMPANY, LLC, a Colorado limited liability company, HARLEM ALGONQUIN LLC, an Illinois limited liability company, JAMES T. MEDICK and class members, and against the defendants, SANDY HUTCHENS, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham, TANYA HUTCHENS and JENNIFER HUTCHENS, jointly and severally, with compensatory damages in the amount of \$8,421,367, trebled, minus pretrial settlements in the amount of \$1,025,000, for a total of **\$24,239,101**. It is

FURTHER ORDERED that a constructive trust is imposed on certain Ontario, Canada properties owned by Sandy Hutchens, or Tanya Hutchens, or Jennifer Hutchens, or any other family member of any of Sandy, Tanya or Jennifer Hutchens, which properties are known as

1. 29 Laren Street Inc.
2. 3415 Errington Avenue Inc.
3. 3419 Errington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whittaker Street Inc.
11. 1779 Cross Street, Innisfil, Ontario
12. Sea Doo boat

The constructive trust includes monies resulting directly or indirectly from the use, lease or sale of the properties regardless of the title to the properties and is for the full amount of the Judgment entered by the Court. It is

FURTHER ORDERED that the Court awards attorney's fees, costs and interest in favor of the plaintiffs and against Sandy Hutchens, Tanya Hutchens and Jennifer Hutchens, jointly and severally, in amounts to be determined.

Dated at Denver, Colorado this 26th day of September, 2017.

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/ J. Dynes

J. DYNES
Deputy Clerk

APPROVED BY THE COURT:

s/ R. Brooke Jackson

United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 11-cv-01012-RBJ

CGC HOLDING COMPANY, LLC, a Colorado limited liability company,
HARLEM ALGONQUIN LLC, an Illinois limited liability company, and
JAMES T. MEDICK, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SANDY HUTCHENS, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham,
TANYA HUTCHENS, and
JENNIFER HUTCHENS,

Defendants.

AMENDED and FINAL JUDGMENT

In accordance with the orders filed during the pendency of this case, and pursuant to Fed. R. Civ. P. 58(a), the following Amended and Final Judgment is hereby entered.

This action was tried before a jury of six after illness of a seventh juror, duly sworn to try the issues herein with U.S. District Judge R. Brooke Jackson presiding, and the jury has rendered a verdict. The jury rendered verdicts in favor of the plaintiffs (meaning the named plaintiffs and members of the certified plaintiff class) and against defendants Sandy Hutchens, Tanya Hutchens and Jennifer Hutchens, finding as to each defendant that he or she violated both 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), and awarding damages in the total amount of \$8,421,367.00. Pursuant to 18 U.S.C. § 1964(c), those damages are trebled. After trebling, the amount of pretrial settlements is deducted. Accordingly, it is

EXHIBIT

8

ORDERED that judgment is entered on behalf of the plaintiffs, CGC HOLDING COMPANY, LLC, a Colorado limited liability company, HARLEM ALGONQUIN LLC, an Illinois limited liability company, JAMES T. MEDICK, and class members, and against the defendants, SANDY HUTCHENS, a/k/a Fred Hayes, a/k/a Moishe Alexander, a/k/a Moshe Ben Avraham, TANYA HUTCHENS and JENNIFER HUTCHENS, jointly and severally, with compensatory damages in the amount of \$8,421,367, trebled, minus pretrial settlements in the amount of \$1,025,000, for a total of **\$24,239,101**. It is

FURTHER ORDERED that a constructive trust is imposed on certain Ontario, Canada properties owned by Sandy Hutchens, or Tanya Hutchens, or Jennifer Hutchens, or any other family member of any of Sandy, Tanya or Jennifer Hutchens, which properties are known as

1. 29 Laren Street Inc.
2. 3415 Errington Avenue Inc.
3. 3419 Errington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whittaker Street Inc.
11. 1779 Cross Street, Innisfil, Ontario.
12. Sea Doo boat. At least \$21,000 (of plaintiffs' advance loan fees) is traceable to this asset.

13. Estate of Hutchens. At least \$615,000 appears to be traceable to this asset.
14. 364 Morris Street Inc. At least \$4,000 is traceable to this asset.
15. 367-369 Howey Drive Inc. At least \$4,000 is traceable to this asset.
16. 720 Cambrian Heights Inc. At least \$1,500 is traceable to this asset.
17. 33 Theodore Place. At least \$379,968 appears to be traceable to this asset.
18. JBD Holding and/or JBD Family. At least \$400,000 is traceable to this asset.

The constructive trust includes all monies resulting directly or indirectly from the use, lease or sale of the properties regardless of the title to the properties and is for the full amount of the Judgment entered by the Court. The burden is on the plaintiffs to trace their application fees to specific properties. It is

FURTHER ORDERED that the Court awards attorney's fees to the plaintiffs of one-third of the amounts collected on the common fund created by this Amended and Final Judgment (\$24,239,101 plus interest), to be taken proportionately out of funds as they are collected so that counsel and clients share the collections contemporaneously and proportionately as they are received. It is

FURTHER ORDERED that pursuant to 18 U.S.C. § 1964(c), Fed. R. Civ. P. 54(d)(1) and D.C.COLO.LCivR 54.1, plaintiff are awarded costs against Sandy Hutchens, Tanya Hutchens and Jennifer Hutchens, jointly and severally, in the amount of **\$33,237.89**. It is

FURTHER ORDERED that plaintiffs are awarded prejudgment interest on \$8,421,367 at the rate of 1.31% compounded annually from April 15, 2011 through September 26, 2017 against Sandy Hutchens, Tanya Hutchens and Jennifer Hutchens, jointly and severally, in the total amount of **\$737,911.68**. It is

FURTHER ORDERED that post-judgment interest at the federal rate of 1.31% will run on the unsatisfied portion of the judgment from September 27, 2017 until the judgment is satisfied.

Dated at Denver, Colorado this 18th day of December, 2017.

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/ J. Dynes

J. DYNES
Deputy Clerk

APPROVED BY THE COURT:

s/ R. Brooke Jackson

United States District Judge

FINS: 1145325771

Subject ID : 345247263

Event No: TOR1301000215

U.S. Department of Homeland Security

Withdrawal of Application for Admission/Consular Notification

Basis for Action (check all that apply)



File No. A205 704 009

Date: 01/16/2013

- Application for Admission Withdrawn
- Visa/BCC Canceled
- VWPP Refusal
- Ordered removed (inadmissible) by Immigration Judge -Section 235(b)(2)(order attached)
- Ordered removed (inadmissible) by DHS - Section 235(b)(1)(order attached)
- Waiver revoked (212)(d)(3) (order attached)
- Departure required (8 CFR 240.25) (Form I-213 attached)

Notice to: American Consul Toronto, Ontario, Canada
(Location)

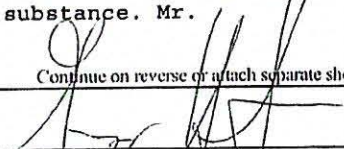
From: TORONTO, 807 CANAD L5P 1-B2
(Location)

Name (FAMILY, Given, Middle) HUTCHENS, Sandy		
Citizenship CANADA	Country of birth CANADA	Date of birth 08/17/1959
Complete foreign address (Mailing Address)		
Complete U.S. address		
Airline/Vessel of arrival Air Canada, Flt#: 1224	Port of arrival TORONTO, CANADA	Date of arrival 01/16/2013 0647
Visa number, type	Date, place of visa issuance	Social Security Number
Reasons (Include all pertinent facts concerning denial of application for admission, including use of altered, counterfeit or fraudulent documents):		
 Right Index Finger		
		
<p>On 16 January 2013, HUTCHENS, Sandy Craig a male citizen of Canada, applied for admission to the United States at Toronto Preflight Inspections to board flight Air Canada Flight 1224 to Fort Lauderdale, FL at Terminal 1. Mr. Hutchens presented his Canadian passport (#WN603350), a completed CBP Form 6059, and his boarding pass. Mr. HUTCHENS was referred to Passport Control Secondary for admissibility review.</p> <p>In Passport Control Secondary, Mr. HUTCHENS and his documents including travel were inspected. Queries revealed the subject had a previous charge for his past criminal history (1991-05-29) Theft over 1000, (1993-03-01) Fraud over 1000, (2002-11-04) Poss. of property obtained by crime under 5000, uttering forged document, (2004-01-26) uttering forged document, and (2004-04-08) Traffic in Schedule 1 substance. Mr. Hutchens... (CONTINUED ON I-831)</p>		
Continue on reverse or attach separate sheet as needed.		

GREGG R. HARRINGTON

CBP OFFICER

Name and Title of Officer (Print)


Signature of Officer

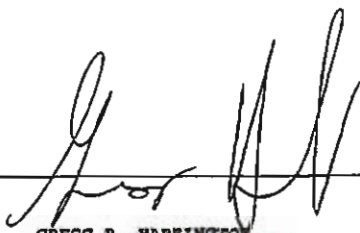
Form I-275 (Rev. 08)

EXHIBIT

9

U.S. Department of Homeland Security

Continuation Page for Form I275

Alien's Name HUTCHENS, Sandy	File Number A205 704 009 Event No: TOR1301000215	Date January 16, 2013
<p>was not in possession of a waiver.</p> <p>Mr. Hutchens was found to be inadmissible to enter the United States per section 212(a)(1)(A)(i)(I) and 212(a)(2)(A)(i)(I)(I) of the INA due to his prior arrest and conviction. Mr. HUTCHENS was allowed to withdraw his application for admission at this time. I-192 waiver information was given to Mr. HUTCHENS. SCBPO Brown approved the case.</p>		
Signature  GREGG R. HARRINGTON	Title CBP OFFICER	

TO BE COMPLETED BY ALIEN WHEN APPLICATION FOR ADMISSION WITHDRAWN

I understand that my admissibility is questioned for the above reasons., which I have read or which have been read to me in the ENGLISH language. I request that I be permitted to withdraw my application for admission and return abroad. I understand that my voluntary withdrawal of my application for admission is in lieu of a formal determination concerning my admissibility:

by an immigration officer in removal proceedings before an immigration judge

JAN 16 2013
Date

Signature of alien

INSTRUCTIONS

For withdrawal procedures, see Inspections Field Manual Chapters 17.2 and 17.15. Aliens who appear inadmissible pursuant to section 235(b)(2) of the INA who elect to withdraw application for admission may choose at any time to appear before an immigration judge for a hearing in removal proceedings. Aliens who appear inadmissible pursuant to section 235(b)(1) or inadmissible pursuant to 8 CFR 217.4 are not entitled to a hearing before an immigration judge.

If a visa is canceled pursuant to 22 CFR 41.112 or a consular-issued Border Crossing Card is voided under authority of 22 CFR 41.32 or 8 CFR 212.6., forward original of I-275 to consular post which issued the canceled or voided document.

- ATTACH:
- Any lifted document
 - Relating form I-213 or I-862 (Notice to Appear)
 - Relating removal or waiver revocation order
 - Any relating memorandum report or sworn statement

HUTCHENS SANDY

HUTI

ECONOMY/E TANGO
ETKT0142115995833

Frequent Flyer/Voyageur assidu

Cabin/C

Y

Flight/Vol

From/De

Destination

Flight/

AC 1224

16JAN

TORONTO-1

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Boarding Time/Heure d'embarquement

05:55

Seat/Place

F51

Seat/Place

30C

Seat/PJ

30C

Departure Time/Heure de depart

06:30

Airline Use/A usage interne

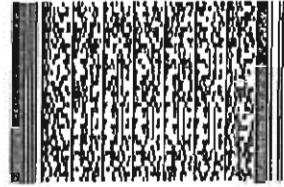
0086 YYZ076768

Remarks

DOK

AIR

Boarding Pass | Carte d'accès à bord



REV. 201604

ACR00133

DE DONNELLY

MEMBER

AIR CANADA



NOTICE OF SUSPENSION

Case No. 92-13-GA; 92-37-FA

Bernard Feldman, P-27628, Troy, Michigan, by the Attorney Discipline Board affirming hearing panel order of suspension.

- 1) Suspension - 30 days;
- 2) Effective August 21, 1993.

Respondent failed to timely answer the formal complaint, but appeared at the hearings held before Tri-County Hearing Panel #21. Respondent's default was entered, and the panel determined that the default established the allegations of the formal complaint.

Respondent was retained to institute legal action against a police department and individual police officers, but failed to name individual police officers in the lawsuit; failed to advance proper and additional theories in the lawsuit; failed to advise his client of a \$1.00 mediation award; failed to reject the mediation award; failed to prosecute the lawsuit diligently; failed to keep his client informed concerning the status of the case; failed to deposit the settlement proceeds into a client trust account; failed to notify his client of the receipt of the settlement check; failed to promptly deliver the settlement check; knowingly made false statements to his client; and, knowingly made a false statement in his answer to the request for investigation.

Respondent's conduct was found to be in violation of MCR 9.104 (1)-(4),(6)and(7); MCR 9.113(A); the Michigan Rules of Professional Conduct, 1.1(c); 1.3; 1.4; 1.15; 3.2; 8.1; 8.4(a)-(c); and Canons 1, 6 and 7 of the then-applicable Code of Professional Responsibility, DR 1-102(A)(1),(5)and(6); DR 6-101(A)(3); and DR 7-101(A)(1)-(3). On September 22, 1992, the hearing panel #21 entered its order of suspension for 30 days.

The Grievance Administrator and the respondent each filed a petition seeking review of the hearing panel order of suspension. On January 29, 1993, the Attorney Discipline Board affirmed the hearing panel order of suspension. Respondent filed an application for leave to appeal, which was denied by the Michigan Supreme Court on July 30, 1993. Costs were assessed in the amount of \$685.06.

EXHIBIT

10

NOTICE OF SUSPENSION

Case No. 93-69-GA

Bernard Feldman, P-27628, Bingham Farms, MI, by the Attorney Discipline Board affirming Tri-County Hearing Panel #80's Order of Suspension.

- 1) Suspension - ninety (90) days;
- 2) Effective November 22, 1995.

Respondent was retained to represent a woman in a racial discrimination action. He filed an action in Wayne County Circuit Court; the case was subsequently removed to U.S. District Court. The panel found, by a preponderance of the evidence, that respondent neglected the matter; settled the matter without his client's knowledge or consent; failed to keep his client reasonably informed concerning the status of the matter; knowingly made a false representation to his client regarding the settlement; and made a false statement in his answer to the Request for Investigation. Respondent's conduct was found to be in violation of MCR 9.104(1)-(4),(6)and(7); MCR 9.113(A)and(B)(2); and Michigan Rules of Professional Conduct 1.1(c); 1.2; 1.4; 3.4(c); 8.1(b); and 8.4(a)-(c). On February 16, 1995, the panel entered an Order of Suspension for ninety days.

Respondent filed a petition for review. On June 7, 1995, the Attorney Discipline Board entered an Order Affirming Hearing Panel Order of Suspension. Respondent filed an application for leave to appeal, which was denied by the Michigan Supreme Court in an order entered October 31, 1995. That order directed that: "The stay granted pursuant to MCR 9.122(C) shall remain in effect until 21 days after the effective date of this order." On November 21, 1995, the respondent filed a "motion for rehearing" with the Supreme Court. That motion was properly treated by the Court as a motion for reconsideration of a court order under Rule 7.313(E). That sub-rule further provides "the filing of a motion for reconsideration does not stay the effect of the order addressed in the motion." Therefore, the respondent's suspension from the practice of law for a period of ninety days is deemed to have commenced on November 22, 1995. Costs were assessed in the amount of \$1,254.50.

EXHIBIT

11

FINAL NOTICE OF SUSPENSION

Case No. 98-88-GA

Notice Issued: December 27, 2000

Bernard Feldman, P-27628, Farmington Hills, Michigan, by the Attorney Discipline Board, affirming a 60 day suspension by Tri-County Hearing Panel #75.

1. Suspension - 60 days.
2. Effective December 21, 2000.

The hearing panel found that respondent, Bernard Feldman, had committed acts of professional misconduct as alleged in Formal Complaint 98-88-GA, specifically: That respondent engaged in the practice of law on behalf of a single client after the effective date of an order suspending his license for 90 days in a prior matter. Respondent's conduct was found to be in violation of MCR 9.104(1)-(4 and (9); MCR 9.119(A)-(E); MCL 600.916; MSA 27A.916; and Michigan Rules of Professional Conduct 1.4; 3.4(c); and 8.4(a)-(c). On January 31, 2000, the hearing panel ordered that respondent be suspended from the practice of law in Michigan for 60 days.

On February 21, 2000, the respondent filed a petition for review and a request for a stay of discipline. A review hearing was held on May 18, 2000 and the Board entered an order on June 15, 2000 affirming the 60 day suspension. On July 6, 2000, respondent filed an application for leave to appeal with the Michigan Supreme Court. On November 29, 2000, the Supreme Court issued an order denying respondent's application for leave to appeal and extending the stay of discipline for 21 days. Costs were assessed in the amount of \$672.60 and are due within 90 days from December 21, 2000.

EXHIBIT

12

NOTICE OF SUSPENSION
(By Consent)

Case No. 00-186-GA

Notice Issued: May 7, 2001

Bernard Feldman, P-27628, West Bloomfield, Michigan, by Attorney Discipline Board Tri-County Hearing Panel #63.

1. Suspension - 90 Days;
2. Effective May 4, 2001.

The respondent and the Grievance Administrator filed a stipulation for a consent order of discipline in accordance with MCR 9.115(F)(5). The stipulation was approved by the Attorney Grievance Commission and accepted by the hearing panel. The respondent offered a plea of no contest to the charges of misconduct in Formal Complaint 00-186-GA, to wit: That respondent failed to maintain an interest-bearing account for funds separate from his own funds during the period of his representation; failed to deposit a settlement check into an interest-bearing account for funds separate from his own funds; and failed to promptly pay his client the \$1,250.00 settlement funds she was entitled to receive. Respondent's conduct was in violation of MCR 9.104(1)-(4); and Michigan Rules of Professional Conduct 1.15(a) and (b); and 8.4(a) and (c).

The hearing panel ordered that respondent's license to practice law be suspended for 90 days. Costs were assessed in the amount of \$72.05.

EXHIBIT

13

NOTICE OF REVOCATION AND RESTITUTION
(Pending Appeal)

Case Nos. 01-43-GA; 01-80-GA

Notice Issued: January 18, 2002

Bernard Feldman, P-27628, Ormond Beach, Florida by the Attorney Discipline Board Tri-County Hearing Panel #72.

1. Revocation;
2. Effective January 11, 2002.¹

The hearing panel found that respondent had neglected a client's legal matter; made misrepresentations to his client regarding the delay in filing her lawsuit and that the dismissal was the result of court error; failed to file an appeal brief; and misrepresented to his client that an appeal was proceeding. Also, in a civil case, respondent failed to deposit a settlement check into an interest-bearing account separate from his own funds; endorsed his client's name on the back of the check without his client's knowledge or prior consent; and failed to promptly pay the settlement funds to his client. Further, in another matter, respondent continued to engage in the practice of law while suspended. Respondent's conduct was in violation of MCR 9.104(1)-(4); MCR 9.119(B) and (C); MCLA 600.916; and Michigan Rules of Professional Conduct 1.1(a)-(c); 1.2(a); 1.3; 1.4; 1.15(a)-(b); 3.2; 3.4(c); 5.5(a); and 8.4(a)-(c).

The hearing panel ordered that respondent's license practice law in Michigan be revoked and that he pay restitution in the aggregate amount of \$8,750.00. Costs were assessed in the amount of \$478.59.

The respondent filed a timely petition for review and stay of discipline. The Board denied respondent's motion for a stay of discipline and scheduled review proceedings for March 2002.

¹ Respondent has been continuously suspended from the practice of law in Michigan since December 21, 2000. See Notice of Suspension dated December 27, 2000.

EXHIBIT

Composite Exhibit 14

STATE OF MICHIGAN

Attorney Discipline Board

Grievance Administrator,

Petitioner/Appellee,

v

Bernard Feldman, P-27628,

Respondent/Appellant,

Case Nos. 01-43-GA; 01-80-GA

Decided: April 30, 2002

BOARD OPINION

The respondent's license to practice law in Michigan was revoked by Tri-County Hearing Panel # 72 in an order entered December 20, 2001. Respondent Feldman petitioned for review of the hearing panel's decision. The Attorney Discipline Board has conducted review proceedings in accordance with MCR 9.118 and has reviewed the record before the panel. For the reasons discussed below, we affirm the hearing panel order of revocation and restitution.

Proceedings Before the Panel

The formal complaint in Case No. 01-43-GA was filed in March 2001. It alleged that the respondent committed misconduct, specifically, that he violated MCR 9.104(1)-(4) and MRPC 1.1(a)-(c); 1.2(a); 1.3; 1.4; 1.15(a)-(b); 3.2; and 8.4(a)-(c). The formal complaint in Case No. 01-80-GA, filed June 2001, alleged that respondent violated MCR 9.104(1)-(4); MCR 9.119(D) and (E); MCLA 600.916 (MSA 27A.916); and MRPC 3.4(c); 5.5(a); and 8.4(a)-(c).

In May 2001, ten days prior to the scheduled hearing in Case No. 01-43-GA, the respondent filed a motion for an adjournment. The request for adjournment was granted, and the hearing was rescheduled for July 24, 2001. The Grievance Administrator's motion to consolidate the two cases was granted, and a hearing on both Case Nos. 01-43-GA and 01-80-GA was set for October 22, 2001.

Two days prior to the October hearing date, the respondent faxed his request for an adjournment. The panel denied the motion and proceeded with the hearing. Exhibits were offered into evidence, and testimony from two complainants was admitted. As to Case No. 01-43-GA, the

hearing panel found that the respondent had neglected legal matters; made misrepresentations to his clients regarding the status and progress of cases; endorsed a client's name on the back of a check without the client's knowledge or consent; failed to deposit the funds in a client trust account and instead deposited the check into his own account; and failed to promptly pay the client the settlement proceeds to which the client was entitled. As to Case No. 01-80-GA, the hearing panel concluded that, in filing a claim of appeal with the Michigan Court of Appeals and by appearing as counsel of record for a defendant in a matter before the 48th District Court, the respondent engaged in the practice of law and held himself out as an attorney during a time when his license was suspended. The hearing panel ordered that the respondent's license to practice law in Michigan be revoked, and that he pay restitution in the aggregate amount of \$8,700.00.

Proceedings Before the Board

The respondent petitioned for review of the hearing panel's decision and order. The respondent asserted in his two-page brief in support of his petition that the hearing panel's decision to deny the second request for adjournment constituted a denial of his right to due process of law. Respondent also claimed that he was denied due process because the hearing panel, proceeding in his absence, revoked his license to practice law.

Approximately 25 minutes prior to the scheduled start of the April 18, 2002 Board hearing¹ on the respondent's petition for review, the respondent sent a facsimile to the ADB offices stating that he would not be able to appear for the hearing because of medical and financial reasons. The respondent requested that the hearing be adjourned, or in the alternative, that the hearing proceed in his absence. The respondent offered no support whatsoever for his motion to adjourn and it was denied.

MCR 9.118(C) requires a respondent to appear in person at a review hearing, unless his or her absence is excused by the Board. "Failure to appear may result in denial of any relief sought by the respondent, or any other action allowable under MCR 9.118(D)." MCR 9.118(C). Thus, the Board could simply have dismissed outright the petition for review based on the respondent's failure to appear. Nevertheless, the Board proceeded with the review hearing in respondent's absence, both to address the due process argument raised by the respondent, and for the purpose of clarifying the application of MCR 9.115(H) and MCR 9.115(F)(1). We emphasize, however, that the respondent's

¹ Notice of the April 18, 2002 hearing was mailed to all parties on February 20, 2002.

absence was not excused and would ordinarily have resulted in the dismissal of his petition for review.

Discussion

The respondent's first request for adjournment, in May 2001, was based on his statement that he was unavailable on the date of hearing, and that he was in the process of retaining counsel to represent him in the disciplinary proceedings. The Grievance Administrator, in reliance upon respondent's assertion that he intended to retain counsel, stipulated to the motion for adjournment. The motion was granted.

The second motion for adjournment was faxed to the hearing panel chair two days prior to the October hearing date. The respondent's request for adjournment was based on his assertion that he was currently living in Florida and that he was unable to attend the hearing due to illness. The Grievance Administrator opposed that request. The hearing panel did consider the respondent's request, but denied the second motion for adjournment.

Michigan Court Rules do allow the hearing panel chair to grant one adjournment per party. However, additional adjournments are also permitted, at the request of a party, "if good cause is shown." MCR 9.115(F)(1). The respondent based his request for adjournment on his assertion that his own illness prevented him from traveling to Detroit to appear at the hearing. The respondent failed, however, to provide any evidence, such as an affidavit from his treating physician, to support his assertion. A hearing panel is not obliged to adjourn a hearing, even if the motion is timely filed, merely because a respondent claims that his or her illness precludes personal appearance.

The respondent was provided with reasonable notice of his hearing. The notice of hearing was issued ten weeks prior to the hearing date. Mr. Feldman's request for adjournment, faxed just two days prior to the October hearing, was not timely filed. Generally, unless a Court directs otherwise, "a written motion (other than the one that may be heard *ex parte*), notice of the hearing on the motion, and any supporting briefs or affidavits must be served...at least 9 days before the time set for the hearing, if served by mail..." MCR 2.119(C)(1)(a). It is the current practice of the Attorney Discipline Board to provide a procedural instruction sheet to accompany each formal complaint served upon a respondent attorney. These procedural instructions were served upon respondent Feldman twice - first when formal complaint 01-43-GA was served on respondent by the Grievance Administrator on April 4, 2001 and again on July 25, 2001 when formal complaint 01-80-GA was served on respondent. The Board's instruction sheet includes specific instructions

pertaining to the filing of a motion for adjournment. Special instructions are included for a request for adjournment filed less than five days before the scheduled hearing:

EMERGENCY MOTIONS FOR ADJOURNMENT

1. A request for adjournment filed less than five days before the scheduled hearing date shall be considered an emergency motion.
2. An emergency motion shall be in writing and shall be filed with the Attorney Discipline Board.
3. In addition to the statements required in a regular motion for adjournment, an emergency motion shall include an affirmative statement explaining why the motion was not or could not have been filed at least five days prior to the scheduled hearing.

None of respondent's adjournment requests, either to the hearing panel or to the Board, offered an explanation as to why the motions could not have been filed at least five days prior to the scheduled hearing.

There has been no denial of respondent's opportunity to be heard in this case. If the respondent had attended the panel hearing, he would have been able to argue on his own behalf, cross-examine any witnesses, challenge the admission of exhibits, and present his own witnesses and/or evidence. However, the respondent did not appear, he did not move for permission to appear telephonically, nor did he retain counsel to represent him at the hearing. Instead, the respondent relied on his own interpretation of MCR 9.115(H), which states, in part, that if the respondent claims he is unable to appear due to mental or physical incapacity, "the panel or board on its own initiative may suspend the respondent from the practice of law until further order of the panel or board." Respondent argued that because he requested an adjournment due to illness, the panel should not have proceeded with the evidentiary portion of the case, but should merely have recommended or ordered suspension of his license to practice law.

Contrary to the respondent's assertions, the language of the relevant section of MCR 9.115(H) is permissive, and simply allows the panel to suspend a respondent's license, if the panel so chooses, until a final order is issued. The court rule does not mandate that the hearing panel take such action, nor does the court rule prohibit the panel from conducting a hearing in the absence of a respondent. MCR 9.115(H) does not bar the panel from proceeding with the evidentiary portion of a hearing, including the admission and consideration of testimonial and documentary evidence

offered by the Grievance Administrator. Similarly, MCR 9.115(H) does not prohibit the panel from proceeding, despite the absence of the respondent, with the discipline portion of a hearing, including the presentation and consideration of aggravating and mitigating factors.

Conclusion

The hearing panel did not absolve the Grievance Administrator of the responsibility of establishing misconduct by a preponderance of the evidence in these consolidated cases. The hearing panel did not enter a default judgment against the respondent, but weighed the evidence and reached a reasoned conclusion. Because the respondent was provided both with sufficient notice of the hearing, and an opportunity and forum to be heard, the Board finds that the respondent was not denied due process of law.

Respondent's petition for review states in conclusory fashion that the hearing panel's decision was not supported by competent and material evidence in the record and that the panel's ultimate decision to order the revocation of his license to practice law is harsh and inappropriate. We have conducted a sufficient review of the record below to persuade us that those arguments are without merit. The hearing panel's findings have support in the record. Its decision to order revocation comports with both ABA Standards for Imposing Lawyer Sanctions and discipline case law in Michigan. The hearing panel's report and order are affirmed in all respects.

Board members Theodore J. St. Antoine, Ronald Steffens, William P. Hampton, and George Lennon concur.

Board members Nancy A. Wonch, Marie E. Martell, and Rev. Ira Combs, Jr. concur in the result but would have dismissed the petition for review without hearing pursuant to MCR 9.118(C)(1).

Board Members Wallace D. Riley and Marsha M. Madigan, M.D. did not participate in the hearing or decision.

868 So.2d 525 (Table)

(The decision of the Supreme Court of Florida is referenced in the Southern Reporter in a table captioned 'Florida Decisions Without Published Opinions.')
Supreme Court of Florida.

The Florida Bar
v.
Bernard Feldman

NO. SC02-1297
|
January 29, 2004

Opinion

Disposition: Disbarred.

All Citations

868 So.2d 525 (Table)

End of Document

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EXHIBIT

15



CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

FILED

MAY 26 2015

Docketed by MC

IN THE MATTER OF:

CASE NO.: 165934-14-AG

BERNARD FELDMAN
_____ /

CONSENT ORDER

THIS CAUSE came on for consideration and final agency action. Upon consideration of the record, including the Settlement Stipulation for Consent Order dated May 18, 2015, and being otherwise fully advised in the premises, the Chief Financial Officer finds:

1. The Chief Financial Officer, as agency head of the Florida Department of Financial Services (the "Department"), has jurisdiction over the subject matter of this case and the parties.

2. The entry of this Consent Order and compliance herewith by Bernard Feldman (the "Respondent"), an unlicensed individual, shall conclude the administrative proceeding of Case No. 165934-14-AG before the Department.

IT IS THEREFORE ORDERED:

a) The Settlement Stipulation for Consent Order dated May 18, 2015, and attached hereto as "Exhibit A," is hereby approved and fully incorporated herein by reference.

EXHIBIT

16

b) The Respondent shall cease and desist from acting as a title agent without a license and shall conform to the Florida Insurance Code, including sections 626.112(1)(a) and (3), Florida Statutes.

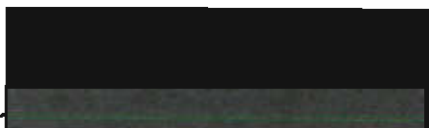
c) The Respondent shall be permanently barred from applying for licensure and appointment with the Department and the Department shall refuse to grant or issue any new license or appointment so applied for.

d) Subsequent to the date of the execution of this Consent Order, the Respondent shall not make application to the Department for any license or permit issued under the authority of the Department. Subsequent to the date of the execution of this Consent Order, the Respondent shall be permanently ineligible to receive from the Department any license or permit issued under the authority of the Florida Department of Financial Services.

e) The Respondent shall be immediately and permanently removed, pursuant to section 624.310, Florida Statutes. The Respondent shall otherwise be immediately and permanently removed and permanently barred from any and all direct or indirect participation in and/or affiliation with, any entity which is licensed or regulated under the Florida Insurance Code, as defined in section 624.01, Florida Statutes, and any individual or entity which is otherwise involved in the business or transaction of insurance.

DONE and ORDERED this 26th day of May, 2015.




Gregory Thomas
Director, Agent & Agency Services

Copies Furnished To:

Bernard Feldman
3701 North 29th Avenue, Suite 2
Hollywood, Florida 33020
bernie@bernardfeldmanpa.com

Greg Thomas, Director
Division of Agent & Agency Services
200 East Gaines Street
Tallahassee, Florida 32399-0320

Stephanie A. Gray, Assistant General Counsel
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399-0333



CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

IN THE MATTER OF:

Case No: 165934-14 AG

BERNARD FELDMAN /

SETTLEMENT STIPULATION FOR CONSENT ORDER

IT IS HEREBY AGREED and STIPULATED by and between Bernard Feldman ("the Respondent") and the State of Florida, Department of Financial Services ("the Department"), that:

1. Pursuant to chapter 626, Florida Statutes, the Department has jurisdiction over the Respondent, and the business of insurance.
2. At all times relevant to the dates and occurrences referred to herein, the Respondent did not hold a Title Agent license in Florida.
3. The Department conducted an investigation of the Respondent and alleges that the Respondent acted a Title Agent without a valid license and appointment, misappropriated premiums collected from insureds, and fraudulently created title commitments from an insurer with which he was not appointed. In order to avoid formal litigation of this matter, the Respondent has determined that it is in his best interests to enter into this Settlement Stipulation for Consent Order.



4. The Respondent voluntarily waives the right to a hearing in this matter and voluntarily enters into this Stipulation.

5. By entering into this Settlement Stipulation for Consent Order and by the filing of a Consent Order in this case, the Respondent and the Department intend to and do resolve all issues pertaining to the license disciplinary administrative penalties to be imposed against the Respondent based on the allegations in paragraph 3 above.

6. Neither party will appeal this Settlement Stipulation for Consent Order or the Consent Order to be issued in this cause, and the parties specifically waive notice of the right to appeal as required by section 120.569(1), Florida Statutes.

7. This document is a public record and contains information which is routinely published by the Department.

8. Each party to this proceeding shall bear its own costs and attorneys fees.

9. This Settlement Stipulation for Consent Order is subject to the approval of the Chief Financial Officer or his designee. Upon his approval, and without further notice, the Chief Financial Officer or his designee may issue a Consent Order providing for the following:

(a) Incorporation by reference of the terms and conditions of this Settlement Stipulation for Consent Order.

(b) The Respondent shall cease and desist from acting as a title agent without a license and shall conform to the Florida Insurance Code, including sections 626.112(1)(a) and (3), Florida Statutes.

(c) The Respondent shall be permanently barred from applying for licensure and appointment with the Department and the Department shall refuse to grant or issue any new license or appointment so applied for.

(d) Subsequent to the date of the execution of the Consent Order, the Respondent shall not make application to the Department for any license or permit issued under the authority of the Department. Subsequent to the date of the execution of the Consent Order, the Respondent shall be permanently ineligible to receive from the Department any license or permit issued under the authority of the Florida Department of Financial Services.

(e) The Respondent shall be immediately and permanently removed, pursuant to section 624.310, Florida Statutes. The Respondent shall otherwise be immediately and permanently removed and permanently barred from any and all direct or indirect participation in and/or affiliation with, any entity which is licensed or regulated under the Florida Insurance Code, as defined in section 624.01, Florida Statutes, and any individual or entity which is otherwise involved in the business or transaction of insurance.

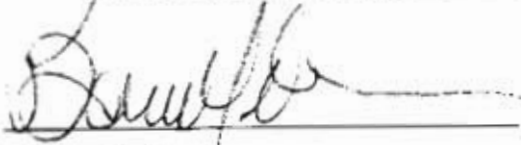
(f) Any person who knowingly transacts insurance or otherwise engages in insurance activities in this state without a license, or while the license is suspended or revoked, commits a felony of the third degree.

(g) If the Department has good cause to believe that the Respondent has violated any condition of the Consent Order, then the Respondent authorizes the Department to seek the immediate enforcement of the order in the Circuit Court of the Second Judicial Circuit, in and for Leon County, in Tallahassee, Florida. If such an enforcement order is granted, then the Respondent agrees that he shall be liable to the Department for all reasonable costs and attorneys fees expended in the enforcement action.

10. The Respondent certifies that the address and e-mail address below the Respondent's signature are valid addresses.

11. The Respondent agrees that the Consent Order may be sent to the Respondent via the e-mail address below the Respondent's signature.

DATED and SIGNED this 18th day of May, 2015.



Bernard Feldman
3701 North 29th Avenue, Suite 2
Hollywood, Florida 33020

BERNIE@
BERNARDFELDMANPA.COM



Stephanie A. Gray, Esq.
FBN: 0087560
Florida Department of Financial Services
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399-0333



Broward County Sheriff's Office



Booking Report

15-7170 CF10A

CIS # 841500025	BCCN # 853504	Booking Sheet Control Date and Time
OBTS 609205693	Print Clearance 6/8/2015 10 09 12 Prints Yes	06/08/15 13:10:17

Arrest # IF 1500025	Offense Report # 13-1248	Agency IF
---------------------	--------------------------	-----------

Last Name	SSN #
First FELDMAN , BERNARD ,	[REDACTED]
Middle	

Race	Sex	Height	Weight	Eyes	Hair	Comp	Age Admitted	DOB	Place of Birth	State	FDLE
WHITE	M	600	230	BLU	GRY	LGT	65	06/17/1950	DETROIT	MI	0

Permanent Address 7234 PANACHE WAY	BOCA RATON FL 33433	Months of Residence 0
------------------------------------	---------------------	-----------------------

Arrest Date 6/8/2015 09 00 00	Arresting Officer SHEPARD	Place of Arrest 555 SE 1ST AVE	Badge Number 111188
-------------------------------	---------------------------	--------------------------------	---------------------

Inmate Logged Date 6/8/2015 09 12 51	Inmate Log Type	Place Admitted MAIN
--------------------------------------	-----------------	---------------------

Intake Comments***** 29/54/sp/co/ 8208 w/ 10281*****

Alias Last name, First, Middle

Warrants Officer Id bs10281

Scars, Marks, Tattoos

Release Date/Time	Release Reason	Release Authorized By
-------------------	----------------	-----------------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level M.C	B.Type	Bond Amount
1	06/08/2015 12 41	812 014-2c1	15007170cf10a	3F Y	BOND	1000
Charges GRAND THEFT>\$300<\$5000		Comments NIC				

Booking Off. ID bs09908	County BROWARD	Judge DESTRY
-------------------------	----------------	--------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level M.C	B.Type	Bond Amount
2	06/08/2015 12 56	817 034-4a2	15007170CF10A	2F Y	BOND	5000
Charges OBTAIN PROPERTY OVER 20000 DOLLARS BY FRAUD		Comments NIC- ORGANIZED FRAUD				

Booking Off. ID bs09908	County BROWARD	Judge DESTRY
-------------------------	----------------	--------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level M.C	B.Type	Bond Amount
3	06/08/2015 13 43	812 014-2c1	15007170CF10A	3F Y	BOND	1000
Charges GRAND THEFT>\$300<\$5000		Comments NIC				

Booking Off. ID bs09908	County BROWARD	Judge DESTRY
-------------------------	----------------	--------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level M.C	B.Type	Bond Amount
4	06/08/2015 13 44	812 014-2c1	15007170CF10A	3F Y	BOND	1000
Charges GRAND THEFT>\$300<\$5000		Comments NIC				

Booking Off. ID bs09908	County BROWARD	Judge DESTRY
-------------------------	----------------	--------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level M.C	B.Type	Bond Amount
5	06/08/2015 13 46	831 02	15007170CF10A	3F Y	BOND	1000
Charges FRAUD-UTTER FALSE INSTRUMENT		Comments NIC				

Booking Off. ID bs09908	County BROWARD	Judge DESTRY
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EXHIBIT

Composite Exhibit 17

**** FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 12/13/2016 9:47:16 AM.****

1 OF 3

CIRCUIT COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

Case Number 15-7170CF10a Arrest Number _____ BCCN # _____

State of Florida VS Bernard Feldman AKA _____

Judge Bidwill for Levenson Cash bond / Return to depositor Surety bond / C

Cash bond number(s) _____

Charges 1. Grand Theft 3°

2. Organized Fraud 8-10. Acting as Unlicensed Adjuster

3-4. Grand Theft 3°

5-7. Uttering a Forged Instrument B. Zimet J. Paul

REMANDED REMAIN IN CUSTODY UNTIL PICKED UP BY _____ UNTIL AFTER POST ADJUDICATORY HEARING OR BED AVAILABLE AT _____

Arraignment Change of Plea Guilty No Contest PSI/PDR Sentencing / Re-Sentencing
 Trial by Jury Trial by Court First VOP/VOCC Final VOP/VOCC Admits Allegations
 Convicted by Jury/Court _____ Acquitted by Jury/Court _____ Dismissed _____ Speedy
 Discharged _____ Nolle Prosequi _____ Found Incompetent/Placement Pending/ Committed to Child/Family Services
 Adj. Guilty _____ Adj. Withheld 1-10 Adj. Delinquent _____
 Committed to DJJ/Level _____ Sentence Withheld _____ Previous Sentence Vacated
 PSI Waived
Adj. and Sentence deferred to _____

Type of probation / Community Control:
 Youthful Offender Drug Offender Sexual Offender Habitual Offender Mental Health County
PROBATION/COMM. CONTROL: Revoked Reinstated Modified Terminated
Extended _____ All previous special conditions apply
WARRANT: Dismissed Withdrawn Served in open court

SENTENCE: (PROBATION / COMM. CONTROL)

COUNT(S): 3 1-10
 Years Months Days Probation Community Control Followed by _____
 Years Months Days Probation Community Control
 each count concurrent consecutive Concurrent Consecutive to case number _____
COUNT(S): _____
 Years Months Days Probation Community Control Followed by _____
 Years Months Days Probation Community Control
 each count concurrent/consecutive Concurrent Consecutive to case number _____

SENTENCE: (INCARCERATION)

COUNT(S): _____ One year plus one day _____ Years Months Days
 BCJ FSP, w/credit for _____ days T/S
 Followed by _____ Years Months Days Probation Community Control
 Each count concurrent/consecutive Concurrent/consecutive To case number _____
 Any other sentence Work release Prison sentence suspended
COUNT(S): _____ One year plus one day _____ Years Months Days
 BCJ FSP, w/credit for _____ days T/S
 Followed by _____ Years Months Days Probation Community Control
 Each count concurrent/consecutive Concurrent/consecutive To case number _____
 Any other sentence Work release Prison sentence suspended

JUDGE [Signature]
DEPUTY CLERK [Signature] DATE 12.13.16

SPECIAL CONDITIONS OF PRISON SENTENCE:

() Habitual Violent Offender mandatory minimum _____ years Ct(s) _____

() Violent Career Criminal mandatory minimum _____ years Ct(s) _____

() Prison Release Reoffender mandatory minimum _____ years Ct(s) _____

() Firearm mandatory minimum _____ years Ct(s) _____

() Other mandatory minimum _____

() Habitual Offender Ct(s) _____ () Youthful Offender () Sexual Predator/Offender () Boot Camp

() To be given credit for all time previously served in prison, to be calculated by Department of Corrections

SPECIAL CONDITIONS OF PROBATION:

() _____ days BCJ w/credit for _____ days T/S () Electronic Monitor

() SAP 30 days () AA/NA 30 days () AFTER CARE 30 days (out of custody) () LIFE SKILLS 30 days

() Upon successful completion of drug program jail sentence shall be terminated.

() _____ hours of Community Service

() \$ _____ COS waived imposed

() Anger Management Program

() Blood draw per F.S. 943.325 - 2 samples for conviction of sexual assaults; lewd or indecent acts; homicides (782.04) aggravated battery; home invasion robbery or carjacking

() Curfew _____

() Drug / Alcohol evaluation and treatment recommended

() Forfeit weapon / firearm

() Defendant to enter and successfully complete Post Adj. Drug Court.

() May transfer probation to _____

() May travel tri-county for work purposes

() No contact with minor children without adult supervision

() No contact directly or indirectly with victim(s) or victim's family or others listed

() No driving without valid driver's license

() No drugs or alcohol

() Enter and successfully complete _____

() BARC

() IRT () followed by _____

() HOUSE OF HOPE/STEPPING STONES

() SPECTRUM

() FOLLOWED BY _____

() Drug Ct Monitoring/Hearing set _____

() Obtain GED or High School diploma

() Psychological/Psychiatric evaluation and treatment necessary

() Random drug/alcohol testing

() The Dept. of DHSMV is to withhold issuance of defendant's driver license/privileges for a period of 2 years after the date the deft. was convicted or until deft. is evaluated for and, if deemed necessary by the evaluating agency, completes a drug treatment and rehab. program approved or regulated by DCF per FS 322.055

() Restitution ordered \$ 10,891.00 to Mario Gerstl
amount reserved

() Restitution converted to a civil lien

() Upon successful completion of jail sent. \$4691.00 to Ivania Padilla
probation to automatically terminate

() Pay investigative costs: \$5000.00

() Crime Lab _____

() Expert Witnesses _____

() Supp. Cost of Prosecution Investigation \$6310.04 to George & Brenda Juste

() Toxicology _____

() Law Enforcement Agency Agency #1 _____ \$ _____ Agency #2 _____ \$ _____

() Court costs/fines are not a condition of probation.

() Other see attached order for special conditions.

D.U.I. USE ONLY

Count _____

_____ Years _____ Months _____ Days Probation w/Special Conditions:

() DUI School/level () _____ Days License Suspended () _____ Work Permit

() _____ Days Immobilization by _____ Company

() _____ Ignition Interlock Program () _____ Hours of Community Service

() Evaluation, Treatment and Therapy if necessary

() Other _____

To run () Concurrent () Consecutive to Count(s): _____

1st DUI () 2nd DUI () 3rd DUI () 4th DUI

JUDGE [Signature]

DEPUTY CLERK [Signature] DATE 12.13.16

State of Florida VS Bernard Feldman Case Number 15-7170CF10a ³ OF ³

ORDER ASSESSING CHARGES/COSTS/FEEES

The defendant is hereby ordered to pay the following sums if checked:

FINES

<input type="checkbox"/>	(Count)	Fine Assessed	\$ _____	775.083(1)
<input type="checkbox"/>	(Count)	Surcharge Assessed	\$ _____	817.568(12)
<input type="checkbox"/>	(Count)	5% Surcharge (if fine assessed)	\$ _____	938.04

MANDATORY COSTS

<input checked="" type="checkbox"/>	(\$225/Case)	Local Criminal Justice (Trust Fund)	_____	938.05(1)(a)
<input checked="" type="checkbox"/>	(\$50/Case)	Crimes Compensation Trust Fund (VC)	_____	938.03(1)
<input checked="" type="checkbox"/>	(\$2/Count)	Local Law Enforcement EDU (\$5 Assessment)	_____	938.15
<input checked="" type="checkbox"/>	(\$3/Count)	Add 1 Court Cost Clearing Trust (\$5 Assessment)	_____	938.01(1)
<input checked="" type="checkbox"/>	(\$50/Count)	Crime Prevention (if fine assessed)(SN1)	_____	775.083(2)
<input checked="" type="checkbox"/>	(\$100/Case)	Cost of Prosecution	_____	938.27(8)
<input checked="" type="checkbox"/>	(\$20/Count)	Crime Stoppers Trust Fund (if fine assessed)(CSTF)	_____	938.06(1)
<input checked="" type="checkbox"/>	(\$2/Count)	Teen Court (T.C.)	_____	938.19(2)
<input checked="" type="checkbox"/>	(\$65/Count)	Add 1 Costs (BOCC) Programs (AC)	_____	939.185(1)(a)

DISCRETIONARY OR SPECIFIC OFFENSE/REQUIRED COSTS

<input type="checkbox"/>	(\$50/Case)	Public Defender Application Fee	_____	27.52(1)(b)
<input type="checkbox"/>	(\$100/Case)	Public Defender Assistance (PD fee imposed)	_____	938.29(1)(a)
<input type="checkbox"/>		PD Fee Converted to Civil Lien	_____	938.29(2)(b)
<input type="checkbox"/>	(\$100/Count)	FDLE Operating Trust Fund (OTF)	_____	938.055
<input type="checkbox"/>	(\$201/Count)	Domestic Violence Surcharge (DVC)	_____	938.08
<input type="checkbox"/>	(\$151/Count)	Rape Crisis Trust Fund (RCP)	_____	938.085
<input type="checkbox"/>	(\$151/Count)	Crimes Against Minor (CAM)	_____	938.10(1)
<input type="checkbox"/>	(\$____/Count)	Alcohol & Other Drug Abuse Programs	_____	938.21/938.23
<input type="checkbox"/>	(\$5000/Count)	Commit Prostitution (Cir Crt Adm)	_____	796.07(6)

MISDEMEANORS

<input type="checkbox"/>	(\$60/Case)	Add 1 Court Costs/Misd/Crim Traf	_____	938.05(1)(b)
<input type="checkbox"/>	(\$10/Case)	Article V Assessment	_____	318.18(19)
<input type="checkbox"/>	(\$30/Count)	Court Facilities Fund (CFF)	_____	318.18(13)(a)
<input type="checkbox"/>	(\$20/Count)	Crime Prevention (if fine assessed) (SN1)	_____	775.083(2)
<input type="checkbox"/>	(\$65/Count)	DOH Admin. Trust Fund	_____	318.18(20)
<input type="checkbox"/>	(\$26/Count)	CC	_____	AOVI-02-D-3

DUI

<input type="checkbox"/>	(Count)	Fine Assessed	\$ _____	Varies
<input type="checkbox"/>	(Count)	5% Surcharge (if fine assessed)	\$ _____	938.04
<input type="checkbox"/>	(\$65/Count)	Add 1 Costs (BOCC) Programs (AC)	_____	939.185(1)(a)
<input type="checkbox"/>	(\$60/Case)	Add 1 Court Costs/Misd/Crim Traf(CJC)	_____	938.05(1)(b)
<input type="checkbox"/>	(\$26/Count)	CC	_____	AOVI-02-D-3
<input type="checkbox"/>	(\$15/Count)	County Alcohol & Other Drug Abuse Trust Fund (CDC)	_____	938.13(1)(a)
<input type="checkbox"/>	(\$20/Count)	Crime Prevention (if fine assessed) (SN1)	_____	775.083(2)
<input type="checkbox"/>	(\$50/Case)	Crimes Compensation Trust Fund (VC)	_____	938.03(1)
<input type="checkbox"/>	(\$135/Count)	Emergency Medical Services Trust Fund (EMTF)	_____	938.07

OTHER

<input type="checkbox"/>	Waive All Court Costs	_____
<input type="checkbox"/>	Pay Balance of Previously Imposed Costs	_____
<input type="checkbox"/>	Balance of Court Costs/Fees Converted to Civil Lien	_____
<input type="checkbox"/>	Extradition Costs	_____
<input type="checkbox"/>	Defendant may do community service hours @ \$10/hour in lieu of court costs	_____
<input type="checkbox"/>	Other	_____

JUDGE

DEPUTY CLERK

DATE

12.13.16

[17th Judicial Circuit in and for Broward County

page 102

CLOCK IN

DIVISION: CRIMINAL

FY

ADJUDICATION WITHHELD

Filed in Open Court, CLERK OF THE CIRCUIT COURT ON DEC 13 2016 BY [Signature]

THE STATE OF FLORIDA VS.

PLAINTIFF

Bernard Feldman

DEFENDANT

CASE NUMBER

15-7170CF10A

The Defendant Bernard Feldman being personally before this court represented by B. Zimet, his attorney of record, and the state represented by J. Paul, Assistant State's Attorney, and having [] Been tried and found guilty [] Entered a plea of Guilty [X] Entered a plea of nolo contendere of the following crime(s):

Table with 5 columns: COUNT, CRIME, OFFENSE STATUTE NUMBER, DEGREE OF CRIME, OBTS NUMBER. Row 1: 1, Grand Theft, 812.014(1)(b), 3F. Row 2: 2, Organized Fraud, 817.034(4)(a)(3), 3F. Row 3: 3-4, Grand Theft, 812.014(1)(b), 3F.

Stayed and withheld imposition of sentence [X] The Court hereby stays and withholds the imposition of sentence as to count(s) 1-4 and places the Defendant on probation for a period of 3 years. Sentence Deferred Until Later Date [] The Court hereby defers imposition of sentence until (Date). Pay \$225.00 Trust Fund pursuant to F.S. 938.05 (1)(a) [X]

The Defendant in Open Court was advised of his right to appeal from this Judgement by filing notice of appeal with the clerk of Court within thirty days following the date sentence is imposed or probation is ordered pursuant to this adjudication. The defendant was also advised of his right to the assistance of counsel in taking said appeal at the expense of the State upon showing of indigence.

COUNT (S) _____; _____ DAYS BROWARD COUNTY JAIL W/CREDIT FOR _____ DAYS TIMES SERVED

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served on the State Attorney by: [] Hand delivery [] U.S. Mail and to the Defense Attorney by [] Hand delivery [] U.S. Mail this 13 day of Dec, 20 16.

DIVISION:
CRIMINAL

FY

ADJUDICATION WITHHELD

CLOCK IN
Filed In Open Court,
CLERK OF THE CIRCUIT COURT
ON DEC 13 2016
BY 10

THE STATE OF FLORIDA VS.

CASE NUMBER

PLAINTIFF Bernard Feldman DEFENDANT

15-7170CF10A

The Defendant Bernard Feldman being personally before this court
represented by B. Zimet, his attorney of record, and the state
represented by J. Paul, Assistant State's Attorney, and
having [] Been tried and found guilty [] Entered a plea of Guilty [X] Entered a plea of nolo contendere
of the following crime(s):

COUNT	CRIME	OFFENSE STATUTE NUMBER	DEGREE OF CRIME	OBTS NUMBER
5-7	Uttering a forged or False Instrument	831.02	3F	
8-10	Unlicensed Insurance.	626.112 (1) 626.112 (9)	3F	

Stayed and withheld imposition of sentence The Court hereby stays and withholds the imposition of sentence as to count(s) 5-10 and places the Defendant on probation for a period of 360 days under the supervision of the Department of Corrections (condition of probation set forth in separate order)

Sentence Deferred Until Later Date (check if Applicable) The Court hereby defers imposition of sentence until _____ (Date)

Pay \$225.00 Trust Fund pursuant to F.S. 938.05 (1)(a)

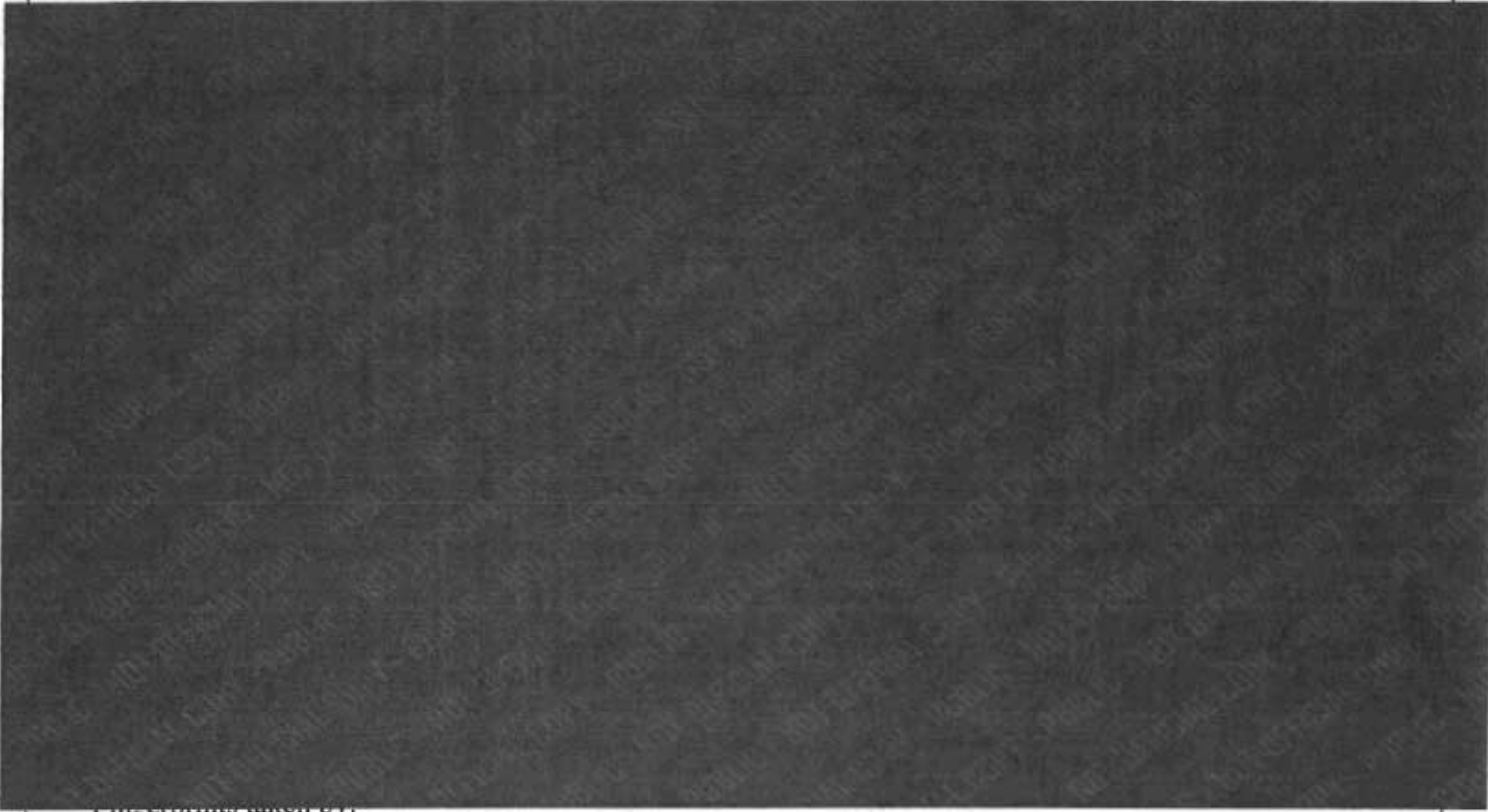
The Defendant in Open Court was advised of his right to appeal from this Judgement by filing notice of appeal with the clerk of Court within thirty days following the date sentence is imposed or probation is ordered pursuant to this adjudication. The defendant was also advised of his right to the assistance of counsel in taking said appeal at the expense of the State upon showing of indigence.

COUNT (S) _____ ; _____ DAYS BROWARD COUNTY JAIL W/CREDIT FOR _____ DAYS TIMES SERVED

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served on the State Attorney by: [] Hand delivery [] U.S. Mail and to the Defense Attorney by [] Hand delivery [] U.S. Mail this 13 day of Dec. 20 16.

Feldman, Bernard

DIVISION: CRIMINAL <i>FY</i>	<input checked="" type="checkbox"/> ADJUDICATION WITHHELD <input type="checkbox"/> ADJUDICATED GUILTY	CASE NUMBER <i>15-7170 CF 10 A</i>
---------------------------------	--	---------------------------------------



Op. R. Spaulding #8616

Court Deputy

Name & Title

DONE AND ORDERED in Open Court at Broward County, Florida this 13 day of Dec 2, 2016.
I HEREBY CERTIFY that the above and foregoing fingerprints are of the Defendant

Bernard Feldman

and that they were placed thereon by said defendant in my presence

in Open court this date.

Martin J. Tidwell

JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 16-cv-01211-MJW

LEATHEM STEARN, individually,
UTE MESA LOT 1, LLC, a Colorado Limited Liability Company
UTE MESA LOT 2, LLC, a Colorado Limited Liability Company

Plaintiff,

v.

WESTMORELAND EQUITY FUND LLC, a Delaware Corporation,
ED RYAN, individually, and
BERNARD FELDMAN, individually.

Defendants.

ENTRY OF APPEARANCE OF COUNSEL

To: The clerk of court and all parties of record

I hereby certify that I am a member in good standing of the bar of this court, and I appear in this case as counsel for:

Defendants Westmoreland Equity Fund, LLC, Ed Ryan, and Bernard Feldman.

DATED at Miami, Florida this 10th day of June, 2016.

By: /s/ Elias Correa
ELIAS CORREA
Lydecker | Diaz
1221 Brickell Avenue, 19th Floor
Miami, FL 33131
Telephone: (305) 416-3180
Facsimile: (305) 416-3190
Email: ecorrea@lydeckerdiaz.com

EXHIBIT

18

From the Desk of Alan S. Feldman
1221 Brickell Avenue
19th Floor
Miami, FL 33131
Direct Line: (305)416-5093

September 18, 2015

Via E-Mail

US RE Corporation
One Blue Hill Plaza
PO Box 1574
Pearl River, NY 10965-1574

Tal Piccione
One Blue Hill Plaza
PO Box 1574
Pearl River, NY 10965-1574

Joseph Fedor
One Blue Hill Plaza
PO Box 1574
Pearl River, NY 10965-1574

Re: Waiver of Conflicts Pursuant to Rule 4-1.7 of the Florida Rules of Professional Conduct in Relation to Proposed First Lien Business Loan and Joint Venture with US RE Corporation (Newco). WML File No. 0194 ("Loan").

Dear Messrs. Piccione and Fedor:

As you are aware, Lydecker Diaz, LLC (the "Law Firm"), currently serves as legal counsel for Westmoreland Equity Fund LLC ("Westmoreland") and US RE Corporation in various matters. US RE Corporation (newco) (the "Borrower"), and Tal Piccione and Joseph Fedor, as individuals and in their capacity as managers, members, or owners of the Borrower, are the potential borrowers and/or guarantors with respect to the Loan. As such, their interests may be adverse to those of Westmoreland, who is the potential lender with respect to the Loan. Westmoreland seeks to retain Law Firm to: (1) negotiate the terms of the Loan and all related documents on behalf of and between Westmoreland, as lender; and (2) amend and finalize the Loan and all related documents (collectively, the "Matters").

In order for the Law Firm to represent Westmoreland in the aforesaid Matters, Rules 4-1.7 and 4-1.9 of the Florida Rules of Professional Conduct renders it necessary for the Borrower and Messrs. Piccione and Fedor to understand that although their interests in this matter are generally consistent with those of Westmoreland, there may be a conflict between their interests as lenders and borrowers with respect to the Loan. Such conflict may relate to the validity and enforcement of the Loan, any additional legal and/or security documents necessary for the Loan,

and any advice that Law Firm may give Westmoreland in these regards. Therefore, the representation of Westmoreland may be contrary to the best interests of the Borrower and Messrs. Piccione and Fedor. Accordingly, Law Firm has recommended that the Borrower and Messrs. Piccione and Fedor retain independent legal counsel to represent the interests of the Borrower and Messrs. Piccione and Fedor. This was confirmed in a joint conference call with all persons present. As was acknowledged during the conference, the lending documents, security instruments, and other necessary documents are generally standard documents required for this type of transaction and lenders rarely amend or modify standard documents in these types of transactions. Notwithstanding, the Law Firm must comply with the Rules Regulating the Florida Bar regardless of the representations by representatives from Westmoreland, the Borrower and Messrs. Piccione and Fedor, individually, that they do not see a conflict in Law Firm acting in a dual representation capacity. Accordingly, the Borrower and Messrs. Piccione and Fedor all have agreed to retain independent counsel while the Law Firm drafts the transaction documents on behalf of Westmoreland.

In accordance with Rule 4-1.9 of the Florida Rules of Professional Conduct, the Firm is prohibited from using information related to the Firm's representation of the Borrower and Messrs. Piccione and Fedor in other matters to their disadvantage unless expressly permitted by the Rules of Professional Conduct or when such information becomes generally known to all parties. The Firm is also prohibited from revealing information to Westmoreland relating to the Firm's representation of the Borrower and Messrs. Piccione and Fedor.

The execution of this letter by the Borrower and Messrs. Piccione and Fedor constitutes their waiver of any conflict of interest that may arise with respect to the Matters. Accordingly, this confirms agreement of all signatories that Law Firm may represent Westmoreland in connection with the above-described matter. This will also confirm that the signatories have each agreed to waive any conflict of interest arising out of, and that the signatories will not object to, our representation of Westmoreland in the Matters described herein. It is further understood and agreed the Borrower and Messrs. Piccione and Fedor will retain independent counsel to represent them in these Matters; that the Law Firm will not convey confidential or privileged information provided to us by Westmoreland to the Borrower and Messrs. Piccione and Fedor unless Westmoreland expressly agrees to the contrary; that the Firm will not reveal any information to Westmoreland relating to the Firm's representation of the Borrower and Messrs. Piccione and Fedor in other matters; and that the Firm will not use information related to our representation of the Borrower and Messrs. Piccione and Fedor in other matters to the disadvantage of the Borrower and Messrs. Piccione and Fedor, unless otherwise permitted under the Florida Rules of Professional Conduct.

If you agree to these terms and conditions, please execute the following "Acknowledgement and Consent." The Acknowledgement and Consent may be executed in counterparts and delivered by facsimile or e-mail transmission, and if so executed, shall be as binding as the Borrower and Messrs. Piccione and Fedor had executed the same documents and delivered original copies thereof.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Feldman', with a long horizontal flourish extending to the right.

Alan S. Feldman

Cc: Westmoreland Equity Fund LLC

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to Lydecker Diaz, LLC's (the "Law Firm") representation of Westmoreland Equity Fund LLC with respect to the matters described above. We further acknowledge that the Firm has consulted with us and has fully explained the implications of the Law Firm's representation of Westmoreland with respect to the aforesaid Matters.

US RE Corporation

Tal Piccione.

By: _____

By: _____

Name: _____

Its: _____

Joseph Fedor

By: _____

From the Desk of Alan S. Feldman
1221 Brickell Avenue
19th Floor
Miami, FL 33131
Direct Line: (305)416-5093

Miami
Fort Lauderdale
Bonita Springs
Boca Raton
West Palm Beach
Orlando
Tampa
Jacksonville
New York

December 13, 2016

Via E-Mail

US RE Companies, LLC
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Tal P. Piccione
7 Pharis place,
Upper Saddle River, NJ 07458

Joseph Fedor
35 Markham Drive,
Long Valley, NJ 07853

CINN Worldwide Corp
c/o Steve Acunto
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Re: Waiver of Conflicts Pursuant to Rule 4-1.7 of the Florida Rules of Professional Conduct in Relation to Proposed Line of Credit to U.S RE Companies, LLC WML File No. 0194 ("Loan").

Dear Messrs. Piccione, Fedor and Acunto:

As you are aware, Lydecker Diaz, LLC (the "Law Firm"), currently serves as legal counsel for Westmoreland Equity Fund LLC ("Westmoreland"), Tal P. Piccione, U.S. RE Companies, LLC, and U.S. RE Corporation (collectively, the "Borrowing Parties") in various matters. The Borrowing Parties are the potential borrowers and/or guarantors with respect to the Loan. Westmoreland seeks to retain Law Firm to: (1) negotiate the terms of the Loan and all related documents on behalf of and between Westmoreland, as lender; (2) amend and finalize the Loan and all related documents and (3) to prepare a legal opinion regarding Florida Uniform Fraudulent Transfer Act and Insurance Coverage in light of the complaint filed in the case of The Florida Department of Financial Services, as Receiver in Liquidation of Sunshine State Insurance Company ("DFS") v. US RE Companies, Inc., US RE Corporation, Sunshine State Underwriting Agencies, Inc., Sunshine State Holding Corporation, Sunshine State Insurance

Holding Corporation, Johnson Lambert, LLC, John Rogan, Stephen Korducki, Richard Ervine, Tal Piccione, Peter Rawlings, Marshall Manely, Richard Davies, and Sanford Elsass (collectively the "Defendants") in the Circuit Court of the Second Judicial Circuit in and for Leon County Florida (collectively, the "Matters"). As such, the interests of the Borrowing Parties may be adverse to those of Westmoreland, who is the lender with respect to the Loan.

In order for the Law Firm to represent Westmoreland in the aforesaid Matters, Rules 4-1.7 and 4-1.9 of the Florida Rules of Professional Conduct renders it necessary for the Borrowing Parties to understand that although their interests in this matter are generally consistent with those of Westmoreland, there may be a conflict between their interests as lenders and borrowers with respect to the Loan. Such conflict may relate to the validity and enforcement of the Loan, any additional legal and/or security documents necessary for the Loan, and any advice that Law Firm may give Westmoreland in these regards. Therefore, the representation of Westmoreland may be contrary to the best interests of the Borrowing Parties. Accordingly, the Law Firm has recommended that the Borrowing Parties retain independent legal counsel to represent their interests. Accordingly, the Borrowing Parties all have retained as their independent counsel Carlos E. Loumiet, Esq. of the Broad and Cassel. The Borrowing Parties do not see a conflict in Law Firm acting in a dual representation capacity.

The Borrowing Parties acknowledge and represent that they have not relied on the Law Firm to enter into this transaction or the Loan with Westmoreland and acknowledge that they have conducted their own independent due diligence after consultation with Mr. Loumiet. The Borrowing Parties hereby waive the right to seek disqualification of the Law Firm from any representation regarding this matter and waive any claims that they may have against the Law Firm relating to the Matters. The Borrowing Parties acknowledge and agree that this Waiver of Conflict does not supersede the Waiver of Conflict dated September 18, 2015 executed by Mr. Piccione on behalf of US RE Corporation and individually, and Mr. Fedor.

In accordance with Rule 4-1.9 of the Florida Rules of Professional Conduct, the Firm is prohibited from using information related to the Firm's representation of the Borrowing Parties in other matters to their disadvantage unless expressly permitted by the Rules of Professional Conduct or when such information becomes generally known to all parties. The Firm is also prohibited from revealing information to Westmoreland relating to the Firm's representation of the Borrowing Parties.

The execution of this letter by the Borrowing Parties constitutes their waiver of any conflict of interest that may arise with respect to the Matters. Accordingly, this confirms agreement of all signatories that Law Firm may represent Westmoreland in connection with the above-described matter. This will also confirm that the signatories have each agreed to waive any conflict of interest arising out of, and that the signatories will not object to, our representation of Westmoreland in the Matters described herein. It is further understood and agreed the Borrowing Parties have retained Mr. Loumiet to represent them in these Matters; that the Law Firm will not convey confidential or privileged information provided to us by Westmoreland to the Borrowing Parties unless Westmoreland expressly agrees to the contrary; that the Firm will not reveal any information to Westmoreland relating to the Firm's representation of the Borrowing Parties in other matters; and that the Firm will not use

information related to our representation of the Borrowing Parties in other matters to the disadvantage of the Borrowing Parties, unless otherwise permitted under the Florida Rules of Professional Conduct.

If you agree to these terms and conditions, please execute the following "Acknowledgement and Consent." The Acknowledgement and Consent may be executed in counterparts and delivered by facsimile or e-mail transmission, and if so executed, shall be as binding as the Borrowing Parties had executed the same documents and delivered original copies thereof.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan S. Feldman", written over a printed name.

Alan S. Feldman
Elias Correa

Cc: Westmoreland Equity Fund LLC

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to Lydecker Diaz, LLC's (the "Law Firm") representation of Westmoreland Equity Fund LLC with respect to the matters described above. We further acknowledge that the Firm has consulted with us and has fully explained the implications of the Law Firm's representation of Westmoreland with respect to the aforesaid Matters.

WESTMORELAND EQUITY FUND, LLC
Lender

U.S. RE Companies, LLC
Borrower

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Tal P. Piccione
Limited Guarantor

Joseph Fedor
Limited Guarantor

By: _____
Individually

By: _____
Individually

CINN Worldwide Corp.
Limited Guarantor

By: _____

Name: _____

Title: _____

From the Desk of Alan S. Feldman
1221 Brickell Avenue
19th Floor
Miami, FL 33131
Direct Line: (305)416-5093

January 17, 2017

Via E-Mail

US RE Companies, LLC
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Tal P. Piccione
7 Pharis place,
Upper Saddle River, NJ 07458

Joseph Fedor
35 Markham Drive,
Long Valley, NJ 07853

CINN Worldwide Corp
c/o Steve Acunto
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Re: Waiver of Conflicts Pursuant to Rule 4-1.7 of the Florida Rules of Professional Conduct in Relation to Proposed Line of Credit to U.S RE Companies, LLC WML File No. 0194 (“Loan”).

Dear Messrs. Piccione, Fedor and Acunto:

As you are aware, Lydecker Diaz, LLC (the “Law Firm”), currently serves as legal counsel for Westmoreland Equity Fund LLC (“Westmoreland”), Tal P. Piccione, U.S. RE Companies, LLC, and U.S. RE Corporation (collectively, the “Borrowing Parties”) in various matters. The Borrowing Parties are the potential borrowers and/or guarantors with respect to the Loan. Westmoreland seeks to retain Law Firm to: (1) negotiate the terms of the Loan and all related documents on behalf of and between Westmoreland, as lender; (2) amend and finalize the Loan and all related documents and (3) to prepare a legal opinion regarding Florida Uniform Fraudulent Transfer Act and Insurance Coverage in light of the complaint filed in the case of The Florida Department of Financial Services, as Receiver in Liquidation of Sunshine State Insurance Company (“DFS”) v. US RE Companies, Inc., US RE Corporation, Sunshine State Underwriting Agencies, Inc., Sunshine State Holding Corporation, Sunshine State Insurance

Holding Corporation, Johnson Lambert, LLC, John Rogan, Stephen Korducki, Richard Ervine, Tal Piccione, Peter Rawlings, Marshall Manely, Richard Davies, and Sanford Elsass (collectively the "Defendants") in the Circuit Court of the Second Judicial Circuit in and for Leon County Florida (collectively, the "Matters"). As such, the interests of the Borrowing Parties may be adverse to those of Westmoreland, who is the lender with respect to the Loan.

In order for the Law Firm to represent Westmoreland in the aforesaid Matters, Rules 4-1.7 and 4-1.9 of the Florida Rules of Professional Conduct renders it necessary for the Borrowing Parties to understand that although their interests in this matter are generally consistent with those of Westmoreland, there may be a conflict between their interests as lenders and borrowers with respect to the Loan. Such conflict may relate to the validity and enforcement of the Loan, any additional legal and/or security documents necessary for the Loan, and any advice that Law Firm may give Westmoreland in these regards. Therefore, the representation of Westmoreland may be contrary to the best interests of the Borrowing Parties. Accordingly, the Law Firm has recommended that the Borrowing Parties retain **independent legal counsel** to represent their interests. Accordingly, the Borrowing Parties all have retained as their independent counsel Carlos E. Loumiet, Esq. of the Broad and Cassel. The Borrowing Parties do not see a conflict in Law Firm acting in a dual representation capacity.

The Borrowing Parties acknowledge and represent that they have not relied on the Law Firm to enter into this transaction or the Loan with Westmoreland and acknowledge that they have conducted their own independent due diligence after consultation with Mr. Loumiet. The Borrowing Parties hereby waive the right to seek disqualification of the Law Firm from any representation regarding this matter and waive any claims that they may have against the Law Firm relating to the Matters. The Borrowing Parties acknowledge and agree that this Waiver of Conflict does not supersede the Waiver of Conflict dated September 18, 2015 executed by Mr. Piccione on behalf of US RE Corporation and individually, and Mr. Fedor.

In accordance with Rule 4-1.9 of the Florida Rules of Professional Conduct, the Firm is prohibited from using information related to the Firm's representation of the Borrowing Parties in other matters to their disadvantage unless expressly permitted by the Rules of Professional Conduct or when such information becomes generally known to all parties. The Firm is also prohibited from revealing information to Westmoreland relating to the Firm's representation of the Borrowing Parties.

The execution of this letter by the Borrowing Parties constitutes their waiver of any conflict of interest that may arise with respect to the Matters. Accordingly, this confirms agreement of all signatories that Law Firm may represent Westmoreland in connection with the above-described matter. This will also confirm that the signatories have each agreed to waive any conflict of interest arising out of, and that the signatories will not object to, our representation of Westmoreland in the Matters described herein. It is further understood and agreed the Borrowing Parties have retained Mr. Loumiet to represent them in these Matters; that the Law Firm will not convey confidential or privileged information provided to us by Westmoreland to the Borrowing Parties unless Westmoreland expressly agrees to the contrary; that the Firm will not reveal any information to Westmoreland relating to the Firm's representation of the Borrowing Parties in other matters; and that the Firm will not use

information related to our representation of the Borrowing Parties in other matters to the disadvantage of the Borrowing Parties, unless otherwise permitted under the Florida Rules of Professional Conduct.

If you agree to these terms and conditions, please execute the following "Acknowledgement and Consent." The Acknowledgement and Consent may be executed in counterparts and delivered by facsimile or e-mail transmission, and if so executed, shall be as binding as the Borrowing Parties had executed the same documents and delivered original copies thereof.

Sincerely,

Alan S. Feldman

Cc: Westmoreland Equity Fund LLC

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to Lydecker Diaz, LLC's (the "Law Firm") representation of Westmoreland Equity Fund LLC with respect to the matters described above. We further acknowledge that the Firm has consulted with us and has fully explained the implications of the Law Firm's representation of Westmoreland with respect to the aforesaid Matters.

WESTMORELAND EQUITY FUND, LLC
Lender

U.S. RE Companies, LLC
Borrower

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tal P. Piccione
Limited Guarantor

Joseph Fedor
Limited Guarantor

By: _____
Individually

By: _____
Individually

Date: _____

Date: _____

CINN Worldwide Corp.
Limited Guarantor

By: _____

Name: _____

Title: _____

Date: _____

From the Desk of Alan S. Feldman
1221 Brickell Avenue
19th Floor
Miami, FL 33131
Direct Line: (305)416-5093

Miami
Fort Lauderdale
Bonita Springs
Boca Raton
West Palm Beach
Orlando
Tampa
Jacksonville
New York

February 15, 2017

Via E-Mail

US RE Companies, LLC
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Tal P. Piccione
7 Pharis place,
Upper Saddle River, NJ 07458

Joseph Fedor
35 Markham Drive,
Long Valley, NJ 07853

CINN Worldwide Corp
c/o Steve Acunto
One Blue Hill Plaza, 3rd Floor.
Pearl River NY 10965

Re: *Waiver of Conflicts Pursuant to Rule 4-1.7 of the Florida Rules of Professional Conduct in Relation to Proposed Line of Credit to U.S RE Companies, LLC WML File No. 0194 ("Loan").*

Dear Messrs. Piccione, Fedor and Acunto:

As you are aware, Lydecker Diaz, LLC (the "Law Firm"), currently serves as legal counsel for Westmoreland Equity Fund LLC ("Westmoreland"), Tal P. Piccione, U.S. RE Companies, LLC, and U.S. RE Corporation (collectively, the "Borrowing Parties") in various matters. The Borrowing Parties are the potential borrowers and/or guarantors with respect to the Loan. Westmoreland seeks to retain Law Firm to: (1) negotiate the terms of the Loan and all related documents on behalf of and between Westmoreland, as lender; (2) amend and finalize the Loan and all related documents and (3) to prepare a legal opinion regarding Florida Uniform Fraudulent Transfer Act and Insurance Coverage in light of the complaint filed in the case of The Florida Department of Financial Services, as Receiver in Liquidation of Sunshine State Insurance Company ("DFS") v. US RE Companies, Inc., US RE Corporation, Sunshine State Underwriting Agencies, Inc., Sunshine State Holding Corporation, Sunshine State Insurance

LYDECKER | DIAZ
www.lydeckerdiaz.com

EXHIBIT

22

Holding Corporation, Johnson Lambert, LLC, John Rogan, Stephen Korducki, Richard Ervine, Tal Piccione, Peter Rawlings, Marshall Manely, Richard Davies, and Sanford Elsass (collectively the "Defendants") in the Circuit Court of the Second Judicial Circuit in and for Leon County Florida (collectively, the "Matters"). As such, the interests of the Borrowing Parties may be adverse to those of Westmoreland, who is the lender with respect to the Loan.

In order for the Law Firm to represent Westmoreland in the aforesaid Matters, Rules 4-1.7 and 4-1.9 of the Florida Rules of Professional Conduct renders it necessary for the Borrowing Parties to understand that although their interests in this matter are generally consistent with those of Westmoreland, there may be a conflict between their interests as lenders and borrowers with respect to the Loan. Such conflict may relate to the validity and enforcement of the Loan, any additional legal and/or security documents necessary for the Loan, and any advice that Law Firm may give Westmoreland in these regards. Therefore, the representation of Westmoreland may be contrary to the best interests of the Borrowing Parties. Accordingly, the Law Firm has recommended that the Borrowing Parties retain independent legal counsel to represent their interests. Accordingly, the Borrowing Parties all have retained as their independent counsel Carlos E. Loumiet, Esq. of the Broad and Cassel. The Borrowing Parties do not see a conflict in Law Firm acting in a dual representation capacity.

The Borrowing Parties acknowledge and represent that they have not relied on the Law Firm to enter into this transaction or the Loan with Westmoreland and acknowledge that they have conducted their own independent due diligence after consultation with Mr. Loumiet. The Borrowing Parties hereby waive the right to seek disqualification of the Law Firm from any representation regarding this matter and waive any claims that they may have against the Law Firm relating to the Matters. The Borrowing Parties acknowledge and agree that this Waiver of Conflict does not supersede the Waiver of Conflict dated September 18, 2015 executed by Mr. Piccione on behalf of US RE Corporation and individually, and Mr. Fedor.

In accordance with Rule 4-1.9 of the Florida Rules of Professional Conduct, the Firm is prohibited from using information related to the Firm's representation of the Borrowing Parties in other matters to their disadvantage unless expressly permitted by the Rules of Professional Conduct or when such information becomes generally known to all parties. The Firm is also prohibited from revealing information to Westmoreland relating to the Firm's representation of the Borrowing Parties.

The execution of this letter by the Borrowing Parties constitutes their waiver of any conflict of interest that may arise with respect to the Matters. Accordingly, this confirms agreement of all signatories that Law Firm may represent Westmoreland in connection with the above-described matter. This will also confirm that the signatories have each agreed to waive any conflict of interest arising out of, and that the signatories will not object to, our representation of Westmoreland in the Matters described herein. It is further understood and agreed the Borrowing Parties have retained Mr. Loumiet to represent them in these Matters; that the Law Firm will not convey confidential or privileged information provided to us by Westmoreland to the Borrowing Parties unless Westmoreland expressly agrees to the contrary; that the Firm will not reveal any information to Westmoreland relating to the Firm's representation of the Borrowing Parties in other matters; and that the Firm will not use

A handwritten signature in black ink, appearing to be a stylized name, possibly "S. Manely" or similar, written over a circular stamp or mark.

information related to our representation of the Borrowing Parties in other matters to the disadvantage of the Borrowing Parties, unless otherwise permitted under the Florida Rules of Professional Conduct.

If you agree to these terms and conditions, please execute the following "Acknowledgement and Consent." The Acknowledgement and Consent may be executed in counterparts and delivered by facsimile or e-mail transmission, and if so executed, shall be as binding as the Borrowing Parties had executed the same documents and delivered original copies thereof.

Sincerely,



Alan S. Feldman

Cc: Westmoreland Equity Fund LLC




ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to Lydecker Diaz, LLC's (the "Law Firm") representation of Westmoreland Equity Fund LLC with respect to the matters described above. We further acknowledge that the Firm has consulted with us and has fully explained the implications of the Law Firm's representation of Westmoreland with respect to the aforesaid Matters.

WESTMORELAND EQUITY FUND, LLC
Lender

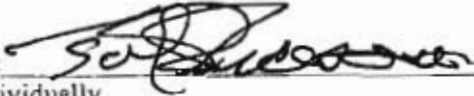
U.S. RE Companies, LLC
Borrower

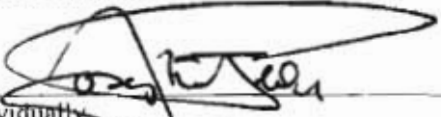
By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Tal Piccione
Title: Chief Executive
Date: 2/16/17


Tal P. Piccione
Limited Guarantor

Joseph Fedor
Limited Guarantor

By: 
Individually
Date: 2/16/17

By: 
Individually
Date: 2/16/17

CINN Worldwide Corp.
Limited Guarantor

By: 
Name: S Acunto
Title: President
Date: 2/16/17