

The Systematic Extortion of Rights Under Color of Law in the Legal Malpractice Suit by *Charles Tavares v. Thomas R. Lehman, Thomas R. Lehman, P.A., Levine Kellogg Lehman Schneider & Grossman, LLP*, Case No. 2013-012223-CA-40, in Miami-Dade County, Florida

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
1	From April 2013 thru October 2014	U. S. CODE TITLE 18	Thomas Ralph Lehman Thomas R. Lehman, P.A. Patrick J. Rengstl LKLSG, LLP
2		§ 371 Conspiracy to Defraud the United States of America &	
3		§ 241 Conspiracy Against Rights &	
4		§ 1346 Scheme/Artifice to Defraud Honest Services &	
5		§ 1349 Conspiracy to Commit Mail & Wire Fraud &	
6		§ 1961 <i>et seq.</i> – RICO & FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)	

On or about April 5, 2013, Charles Tavares (“Tavares”), files, Pro Se, a legal malpractice lawsuit for frauds, malpractice, gross negligence, and a 16-month unauthorized fraudulent representation after fired by client Tavares, against former attorney Thomas Ralph Lehman (“Lehman”) (Florida Bar No. 351.318), and Thomas R. Lehman, P.A. (collectively “Lehman & LKLSG”) – unbeknownst and undisclosed to Tavares, an Associate of a Criminal Enterprise¹ comprised of reckless attorneys secretly using their Florida Bar licenses as guise to commit crimes against their own clients, and others, jointly and together with other bad actors, domestic and foreign, in law, financing and real estate. At the time of Tavares’ filing of the complaint, *see* Docket *Charles Tavares vs. Thomas Ralph Lehman, and Thomas R. Lehman, P.A.*,² (“Lehman & LKLSG” suit), Case No.2013.012223-CA-40 at the Eleventh Judicial Circuit for Miami-Dade County, FL (Miami Courts”), Tavares had just started uncovering the mammoth criminal scheme.

¹ The Criminal Enterprise (“Criminal Enterprise”) is formed in the early 1990’s by shameless reckless attorneys, among others, Stephen A. Freeman (“Freeman”) (Florida Bar No.146.795), Robert M. Haber (“Haber”) (Florida Bar No. 131.614), Nelson Slosbergas (“Slosbergas”) (Florida Bar No. 378.887), Alan Samuel Fine (“Fine”) (Florida Bar No. 385.824), Marco Emilio Rojas (“Rojas”) (Florida Bar No.940.453), together with Joseph Horn (“Horn”), Ralph Horn (“Ralph”), and Ricardo Eichenwald (“Eichenwald”), at the time, primarily, structuring and perpetrating intercontinental money laundering, mortgage and tax frauds, then, growing into a global scheme of bank frauds at, among others, Banco Espirito Santo Bank (“BES”), and BANIF Bank (“BANIF”). Then, after their successful schemes grow, and their reputation as a major money launder, mortgage and tax fraudster spreads, they are joined by other bad actors at ODEBRECHT, and BANIF, moving billions of dollars of illicit funds in the schemes, and using their network and ill-gotten moneys to infiltrate the judicial and political positions of power in Florida, and elsewhere they operate, successfully subverting the judicial and political machinery in order to further bigger schemes with total impunity, even to this date, after being exposed as a major threat to the USA. *See* [Tavares Affidavit of 11/27/2022](#).

² The Complaint if amended on May 15, 2013, to, *Charles Tavares; Brickell Village One, LLC, a Florida L.L.C.; and 2147 S.W. 8 STREET., a Florida L.L.C., vs. Thomas R. Lehman; Thomas R. Lehman, P.A.; Levine Kellogg, Lehman, Schneider + Grossman, LLP* (“Lehman & LKLSG”). *See* Record, Case No.2013-012223-CA-40.

THE LEHMAN & LKLSG LEGAL MALPRACTICE AND FRAUD COMPLAINT & SCHEME BACKGROUND

Tavares's complaint against his former personal and corporate attorneys³ Thomas Ralph Lehman (Lehman"), Thomas R. Lehman, P.A. ("Lehman P.A.") (Tax Id. #65-0102785) (www.sunbiz.org "SUNBIZ" Document #K68232) , and Levine Kellogg Lehman Schneider & Grossman, LLP ("LKLSG") (Tax Id. # NONE) (SUNBIZ Document #GP100000064) (collectively, "Lehman & LKLSG"), demonstrates that, among other things, Lehman & LKLSG were never acting on Tavares', or Tavares' companies,⁴ Brickell Village One, LLC, a Florida L.L.C. ("Brickell Village One") (Tax Id. #58-2674804) (SUNBIZ Document #L03000020713), 2147 S.W. 7th Street, LLC, a Florida L.L.C. ("2147") (Tax Id. #59-3768934) (SUNBIZ Document #L03000005870), and Miami River Park Marina, Inc., a Florida Corporation ("MRPM") (Tax Id. #20-3168472) (SUNBIZ Document #P05000099857) best interests. Indeed, the record now clearly demonstrates that Lehman, together with other Associates of the Criminal Enterprise, at all relevant times, including, since around February 2005, when Associate Marco Emilio Rojas⁵ ("Rojas") (Florida Bar No. 940.453) at Freeman Haber Rojas & Stanham, LLP ("FHR&S") (Tax Id. #65-0581065) (SUNBIZ Document #LLP980000182) introduced Lehman to Tavares, as an attorney "specialized in bankruptcy" to represent Tavares in a certain purchase of 9 Acres of a Marina Property ("Miami River Marina") in Miami, Florida 33145, from Alan Goldberg, Trustee, out of bankruptcy proceedings in the Miami, Florida, that they were already working in an underlying criminal scheme devised to steal, deprive and extort the unsuspecting client Tavares and his companies of all assets and rights. See [Tavares' Affidavit 11/27/2022](#). Associate Lehman, together with his shameless wife Amy Lehman ("Amy") (Florida Bar No.359.114), as part of the scheme, befriended Tavares and his wife during years, in order to gain his trust, so the Criminal Enterprise could easily steal, defraud, and extort the unsuspecting client Tavares and Tavares's Companies.

³ Tavares, personally and Tavares' companies, first engaged Lehman, and his law firm, on March 31, 2005, see Retainer Agreement, and Lehman, and Lehman, and since then, continuously provided legal services to Tavares and his companies until November 12, 2008, see Retainer Agreement, when Tavares, personally, and through Tavares's companies Brickell Village One, 2147, and MRPM, entered in a new Agreement with Lehman and his law firm to specifically represent Tavares in possible bankruptcy proceedings to preserve more than \$50 million dollars of Tavares's two separate properties held by his companies, in a \$12 million dollars dispute with Bridgeloan Investors, Inc., a Florida Corporation ("BRIDGELoAN") (Tax Id. 65-0665516) (SUNBIZ Document #P96000042015)

⁴ Tavares, at all times relevant, and, to this date, is the founder, sole owner, sole shareholder, sole manager, sole director and sole president of his companies Brickell Village One, 2147, and Tavares was at all times, until when Tavares caused MRPM's administrative dissolution on July 15, 2019, was its founder, sole manager, sole director and president. See Florida's Secretary of State, at <https://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.

⁵ Since 1992, when real estate developer Eduardo Avila ("Avila") introduced Tavares to attorney Stephen Ames Freeman, and his law firm FHR&S, they continuously represented the unsuspecting client Tavares and his companies, in hundreds of deals and negotiations, until Tavares uncovered in 2011, during the BRIDGELoAN Scheme, that they were criminals using their Florida Bar licenses as guise to steal, defraud, and extort Tavares, and other unsuspecting clients. Now, is known that the Criminal Enterprise, during many years, "farm" their unsuspecting clients/victims, until they have their trust, "wrapping them around" by Associates portraying to be honest Florida Bar licensed professionals, so the victims have no idea who they are and what truly happened to them and their companies once they are entrapped into the disguised schemes to defraud and extort.

THE NINE RELATED CASES BY THE SAME CRIMINAL ENTERPRISE DEPRIVING & EXTORTING TAVARES

The Criminal Enterprise, after secretly entrapping Tavares and Tavares's Companies in the underlying scheme with torts and businesses interference, and surrounding Tavares by Associates, launch the scheme to deprive and extort Tavares, under color of law, of all of Tavares's Properties and Rights in Nine (09) Related Cases, upon subverted courts, presided by the same Associates of the Criminal Enterprise, *e.g.*, corrupt judge Allen Lester Langer ("Judge Langer") (Florida Bar No. 137.828), that, knowingly and intentionally, in reckless disregard to the truth and the law, systematically, to further the criminal scheme, deprives and extorts Tavares of properties and rights, see the BRIDGELOAN Case No. 2009-93058- CA-30; BNY Mellon Suit Case No. 2010-26864-CA-30; Brickell Commerce/ Car Wash Case No. 2011-29624-CA-30; and, Deutsche Bank Case No. 2012-20197-CA-30, followed by corrupt Judge Norma S. Lindsey, on same Related Cases ("Judge Lindsey") (Florida Bar No. 994.812). See Record.

THE 2009 BRIDGELOAN INVESTORS SHAM CASE v. TAVARES AND TAVARES'S COMPANIES

The sham case, *Bridgeloan Investors, Inc., a Florida corporation* ("BRIDGELOAN") (Tax Id. 65-0665516) v. Charles Tavares ("Tavares"), *Brickell Village One, LLC, a Florida L.L.C.* ("Brickell Village One") (Tax Id. # 58-2674804), *2147 S.W. 8TH Street, LLC, a Florida L.L.C.* ("2147") (Tax Id. # 59- 3768934), and *Miami River Park Marina, Inc., a Florida corp.* ("MRPM") (Tax Id. # 20-3168472), v. *MUNB Loan Holdings, LLC* ("BNY Mellon") ("**BRIDGELOAN**" case), filed on December 24, 2009, predicated on an underlying scheme by Tavares's attorneys, in conflicted lending, tortious interference, sabotaging deals, spreading false information and making bogus offers to devalue Tavares's properties by Jeff Flick, *et al.*, to defraud and extort Tavares - unbeknownst and undisclosed at the time, Associates of a Criminal Enterprise, *e.g.*, Marco Rojas ("Rojas") (Florida Bar No.940.453), Thomas Lehman ("Lehman") (Florida Bar No.351.318), Alan S. Fine ("Fine") (Florida Bar No. 385.824), Nicholas Stanham ("Stanham") (Florida Bar No.38.822), Stephen A. Freeman ("Freeman") (Florida Bar No. 146.795), Robert M. Haber ("Haber") (Florida Bar No. 131.614), and Nelson Slosbergas ("Slosbergas") (Florida Bar No.378.887), extorting more than \$50 million dollars of properties and rights upon subverted courts, using false and fraudulent Affidavits by BRIDGELOAN's principal Joseph Horn ("Horn"), fabricating fraudulent secret power of attorneys ("POAs") for Tavares's Companies by Lehman and Associates Olten Ayres de Abreu Jr. ("Abreu Jr.) (Brazil OAB-SP 75.820) at FBT Avocats SA ("FBT Avocats") in Switzerland, and Ramon Anzola-Robles ("Anzola-Robles") and Thays Herrera de Salas ("de Salas") at Anzola Robles & Asociados and Global Corporate Consultants in the Republic of Panama, secretly fabricated and used without Tavares' knowledge or consent, as the sole authority for Tavares's Companies, in a sham mediation of March 29, 2011, by, Lehman, Larry A. Stumpf ("Stumpf") (Florida Bar No. 280.526) at Black Srebnick Kornspan & Stumpf, P.A. ("Black Srebnick"), Matthew P. Leto ("Leto") (Florida Bar No. 14.504) at Hall, Hall & Leto, P.A. Upon Tavares' uncovering the fraudulent settlement for Tavares' Brickell Village One, 2147, and MRPM, predicated on bogus POAs' authority, Tavares is threatened, coerced, and extorted on April 7, 2011, by his own attorneys Lehman and Stumpf, under color of law. Next day, the Perpetrators quickly hold a sham unnoticed and invalid "trial", on April 8, 2011, to "legalize" the fraudulent settlement, further shown on a spurious Notice of Trial after the sham trial. Following the frauds upon the courts, Lehman, after being fired by Tavares, stays for 16 months in a fraudulent representation of Tavares's Companies to cover up. Then, Tavares's new attorneys at Buchanan Ingersoll & Rooney, P.C. ("Buchanan Ingersoll") after filing motions exposing the frauds upon the court, are successfully threatened and extorted by criminal Leto, and others implicated, and ordered by the criminals to stop representing Tavares. The Criminal Enterprise uses, among others, Associates BNY Mellon, and BANIF Securities ("BANIF"), to launder the illicit proceeds, across state lines, quickly transferring the properties, stealing all proceeds, and demolishing Brickell Village's Buildings to cover up. See Record, and [Tavares Sworn Affidavit](#).

THE 2010 SHAM CASE THE BANK OF NEW YORK MELLON – FLICK MORTGAGE INVESTORS v. TAVARES

On September 1, 2006, as part of an underlying scheme by a Criminal Enterprise comprised of reckless attorneys, among others, Marco E. Rojas (“Rojas”) (Florida Bar No.940.453), Thomas R. Lehman (“Lehman”) (Florida Bar No.351.318), Alan S. Fine (“Fine”) (Florida Bar No. 385.824), Nicholas Stanham (“Stanham”) (Florida Bar No.38.822), Stephen A. Freeman (“Freeman”) (Florida Bar No. 146.795), Robert M. Haber (“Haber”) (Florida Bar No. 131.614), and Nelson Slosbergas (“Slosbergas”) (Florida Bar No.378.887), and Joseph Horn (“Horn”), Ralph Horn (“Ralph”), Ricardo Eichenwald (“Eichenwald”), at Bridgeloan Investors, Inc., a Florida corporation (Tax Id. #65-0665516) a.k.a. H2A Capital Corp. and Bridgeinvest, LLC, a Florida L.L.C. (Tax Id. #45-3188071) (collectively, “BRIDGELOAN”), and Jeffrey B. Flick (“Jeff Flick”), Sandra Flick (“Sandra”), and Francisco Ruiz (Ruiz”) at Flick Mortgage Investors, Inc., a Florida corporation (“Flick Mortgage”) (Tax Id. #59-2936881), Associates of the Criminal Enterprise, to further an underlying scheme to deprive, steal, and extort Charles Tavares (“Tavares”), and Tavares’s Companies of all properties and rights, entrap Tavares into a home loan with their company Flick Mortgage in order to secretly interfere with Tavares’s businesses and cause a default. Unbeknownst and undisclosed at the time, Tavares’s attorneys Rojas, Haber, Stanham, and Freeman, at Freeman Haber Rojas & Stanham, LLP (“FHR&S”) representing Tavares personally in the loan closing with Flick Mortgage, are all Associates of the Criminal Enterprise, and together with Associates at BRIDGELOAN, systematically use financial institutions to further deprive, steal, and extort their unsuspecting clients of all properties and rights. After years of successful tortious interference with a business relationship by Tavares’s attorneys at FHR&S, and Associates Flick Mortgage and BRIDGELOAN, among other things, sabotaging deals, depreciating Tavares’s Companies assets with bogus offers, spreading false rumors, coercing and extorting Tavares’s investors, the Criminal Enterprise successfully causes Tavares’s loans into default, so they can deploy their underlying scheme to deprive, steal, and extort, under color of law, Tavares of all properties and rights, upon subverted courts in the Eleventh Judicial Circuit in Miami-Dade County, Florida (“Miami Courts”). *The Bank of New York Mellon v. Charles Tavares*, and Flick Mortgage Investors, Inc. (“**BNY Mellon**” suit), Case No. 2010-26864-CA-30, is intentionally assigned by the subverted Miami Courts to same corrupt Judge Allan Lester Langer (“Judge Langer”) (Florida Bar No. 137.828), already presiding the sham BRIDGELOAN case, intentionally and knowingly, committing systematic violations of law, procedural rules, the constitution, and Tavares’s rights, to further the successful criminal racket. Following corrupt Judge Langer’s retirement in December 2012, the Criminal Enterprise directs the subverted Miami Courts to assign all of Tavares’s sham Related Cases to Judge Norma Shepard Lindsey (“Judge Lindsey”) (Florida Bar No. 994.812), an Associate of the Criminal Enterprise, and wife to implicated Associate Harold Eugene Lindsey III (“Lindsey III”) (Florida Bar No. 130.338), an attorney for The Bank of New York Mellon (“BNY Mellon”) at Katz Barron. To further the criminal racket upon the subverted Miami Courts, corrupt Judge Lindsey, knowingly and intentionally, commit major violations of law, the constitution, and Tavares’s rights, systematically depriving and extorting Tavares of properties and rights, under color of law. In the BNY Mellon sham case, corrupt Judge Lindsey, in reckless disregard for the law, the constitution, Tavares’s rights, and Florida Code of Judicial Conduct, Canons 1, 2, and 3, among other violations, stays presiding the sham BNY Mellon case in a willful conflict of interest for fourteen (14) months, only recusing after making sure, through willful systematic violations of law and rights, under color of law, to further the scheme, that Tavares loses his homestead property, appraised at the time for more than \$2.1 million, in lieu of a mortgage of about \$1.2 million, intentionally caused into default by the Criminal Enterprise’s scheme, to her husband’s client BNY Mellon. See Record Case No. 2010-26864-30 at Miami Courts, and [Tavares Sworn Affidavit](#).

THE 2011 BCP & CAR WASH v. TAVARES SHAM CASE TO EXTORT TAVARES OF ALL PROPERTIES & RIGHTS

On September 15, 2011, as part of an ongoing and continue underlying scheme by a Global Criminal Enterprise* (“Criminal Enterprise”), systematically depriving, stealing, and extorting, under color of law, Charles Tavares (“Tavares”) of all properties and rights upon subverted proceedings in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (“Miami Courts”), criminals Peter F. Valori (“Peter”) (Florida Bar No. 43.516), Russell Marc Landy (“Landy”) (Florida Bar No. 44.417), and Gabriela Machado Guimaraes (“Guimaraes”) (D.O.B. 08/17/1965, in Brazil), file, with unclean hands,** after hijacking Tavares’s Companies Brickell Commerce Plaza, Inc., a Florida corp. (“BCP”) and The Car Wash Concept, Inc., a Florida corp. (“Car Wash”), a sham and fraudulent suit to improperly remove Tavares from Tavares’s Companies BCP and Car Wash, in the, *Brickell Commerce Plaza, Inc., a Florida corporation and The Car Wash Concept, Inc., a Florida corporation v. Charles Tavares* (“BCP/Car Wash”), Case No. 2011-29624-CA-30. The Criminal Enterprise directs the subverted Miami Courts to assign BCP/Car Wash’s sham case to corrupt Judge Allan Lester Langer (“Judge Langer”) (Florida Bar No. 137.828), already concurrently extorting Tavares in Related Cases, to continue systematically, knowingly and intentionally, depriving and extorting Tavares of properties and rights, allowing the criminals to hijack Tavares’s Companies with false, invalid, fraudulent, and contradictory pleadings and evidence, falsely claiming authority of Tavares’s Companies BCP and Car Wash, issuing fraudulent sham Orders upon sham hearings, unilaterally set by the criminals when they all knew Tavares is out of the Country to deprive Tavares of due process and rights, and allowing criminals Peter, Rojas, and Guimaraes to secretly and fraudulently sell and transfer to Walgreens Co., for \$6.7 million, across state lines, Tavares’s Companies’ properties at 250 S.W. 7 Street, Miami, Florida, 33131, on February 20, 2014, valued at the time, more than \$15 million dollars, stealing all ill-gotten proceeds. After corrupt Judge Langer retires in December 2012, the Criminal Enterprise causes corrupt Judge Norma S. Lindsey (“Judge Lindsey”) (Florida Bar No.994.812) to preside all Tavares’ Related Cases, to continue the successful continued extortion, and to obstruct justice, to silence Tavares, under color of law. See [Tavares Sworn Affidavit](#).

* The Criminal Enterprise is created in the early 1990’s by reckless attorneys Stephen A. Freman (“Freeman”) (Florida Bar No. 146.795), Nelson Slosbergas (“Slosbergas”) (Florida Bar No. 378.887), Robert M. Haber (“Haber”) (Florida Bar No. 131.614), Marco E. Rojas (“Rojas”) (Florida Bar No. 940.453), Nicholas Stanham (“Stanham”) (Florida Bar No. 38.822), joining together by criminals Joseph Horn (“Horn”) and Ricardo Eichenwald (“Eichenwald”) at Bridgeloan Investors, Inc., a Florida corporation, at the time, primarily focused on intercontinental money laundering of billions of dollars of illicit-sourced funds through the United States of America, tax evasion and frauds, portfolio tax-free bond frauds, and major bank and mortgage frauds. As the Criminal Enterprise’s businesses exponentially grows, they are joined by other bad actors, domestic and foreign, e.g., Thomas R. Lehman (Lehman”) (Florida Bar No. 351.318), Peter at Damian & Valori, LLP (“Valori”), and BANIF Bank’s Hugo Barreto Del Priore (“Del Priore”) and Sergio Capela (“Capela”), Edward Decaso (“Decaso”), and Marco Antonio de Souza (“De Souza”) – that jointly, swindled more than \$800 million of dollars of assets from BANIF, causing BANIF to fail in 2015, and also joined by ODEBRECHT Construction’s offshoots, and Rubens Menin Teixeira de Souza (“Rubens Menin”), Joao Vitor Nazareth Menin Teixerira de Souza (Joao Vitor Menin”), and Ernesto Pereira Lopes (“Lopes”), at AHS Residential, LLC n.k.a. RESIA, LLC, a.k.a. MRV Engenharia e Participações S.A. (“RESIA” or “MRV”), now, creating a global criminal syndicate to corrupt and subvert the judicial, political, and law enforcement machinery in the United States of America, and elsewhere they operate. See Record.

** To further the scheme, the criminals, among others, Guimaraes, Rojas, Slosbergas, and Peter, have reckless attorney Stewart L. Kasner (“Kasner”) (Florida Bar No.119.131), at Baker & McKenzie, to, knowingly and intentionally, fabricate numerous bogus corporate documents for Tavares’s BCP and Car Wash, among others, false, invalid, and fraudulent corporate resolutions of authority, of June 28 and 29, 2011, purportedly from BCP’s “Sole Shareholder”, falsely removing Tavares as BCP and Car Wash’s sole president, manager, and director. Kasner, and the criminals implicated, all know, in truth, and in fact, and corporate records shows, that, Tavares, at all relevant times, is one of two (02)shareholders of BCP, and Tavares is the only sole legal authority to speak and/or act on behalf of BCP and Car Wash, and Tavares never authorized reckless attorney Kasner, or anyone else, to fabricate, among others, the false, invalid, and fraudulent resolutions of June 28 and 29, 2011. See Record.

THE FEBRUARY 2012 FABRICATED FRAGA I DOMESTIC REPEAT VIOLENCE SHAM CASE v. TAVARES

The Criminal Enterprise, showing reckless disregard for the law, and its evil powers to freely and systematically subvert courts of law in the United States to further criminal rackets against, *e.g.*, the United States, the State of Florida, and U.S. citizens, following the Criminal Enterprise's Associate Peter F. Valori's ("Peter") (Florida Bar No. 43.516), Damian & Valori, LLP a.k.a. Damian Valori | Culmo ("Valori") threats of November 10, 2011 at 5:04 p.m. against Charles Tavares ("Tavares"), the Criminal Enterprise causes Geania A. Fraga ("Fraga"), a Manager/Agent of BRIDGELoAN/BANIF, to file, with unclean hands, on February 13, 2012, a first false and fabricated sham case of Domestic Repeat Violence against Charles Tavares ("Tavares"), *Geania A. Fraga v. Charles Tavares ("FRAGA I")*, Case No. 2012-03753-FC-04, supported by absurd fabricated false claims, and supported by three (03) false witnesses – including, among others, criminal Gabriela Maranhao Machado Guimaraes ("Guimaraes"), Martiza C. Calix ("Calix"), and Dunia Irene Pacheco ("Pacheco"), assisted by criminal Russell Marc Landy ("Landy") (Florida Bar No. 44.417), at Valori, represented by implicated attorney Silvia Perez ("Perez") (Florida Bar No. 505.374). As part of the scheme, the Criminal Enterprise causes the subverted Miami Courts to assign the sham Fraga I case to be presided by corrupt Judge Joesph I. Davis Jr. ("Judge Davis Jr.") (Florida Bar No. 155.299), a former partner and president, from 1980 through 2010, of Markowitz Davis Ringel & Trusty P.A. n.k.a. Markowitz Ringel Trusty & Hartog, P.A.* ("Markowitz Trustee"), to extort and deprive, under color of law, Tavares' rights and properties. The fabricated sham FRAGA I suit is filed, to, among other things, simultaneously falsely incriminate, coerce, intimidate, and extort Tavares into stopping fighting and exposing the Criminal Enterprise, depriving, stealing, and extorting Tavares of all properties and rights, among others, of more than \$50 million dollars in the *Bridgeloan Investors, Inc., a Florida corporation ("BRIDGELoAN") v. Charles Tavares ("Tavares"), Brickell Village One, LLC, a Florida L.L.C. ("Brickell Village One"), 2147 S.W. 8TH Street, LLC, a Florida L.L.C. ("2147")*, and *Miami River Park Marina, Inc., a Florida corporation ("MRPM") v. MUNB Loan Holdings, LLC ("BNY Mellon")* (the "BRIDGELoAN" case); and, in *The Bank of New York Mellon v. Charles Tavares, and, Flick Mortgage Investors, Inc. ("BNY Mellon" suit)*, Case No. 2010-26864-CA-30, to cause Tavares to lose his homestead property and about \$1 million in excess equity; and, in the sham *Brickell Commerce Plaza, Inc. and The Car Wash Concept, Inc. vs. Charles Tavares ("BCP/Car Wash" suit)*, filed, with fabricated false, and fraudulent authority of Tavares's Companies BCP and Car Wash, against Tavares, by the Criminal Enterprise's Associates Peter and Landy at Valori, and Guimaraes to deprive, steal, and extort Tavares of millions of dollars, all presided by the same implicated corrupt Judges, Allan Lester Langer ("Judge Langer") (Florida Bar No. 137.828), and Norma S. Lindsey ("Judge Lindsey") (Florida Bar No. 994.812) , to further the criminal racket upon subverted proceedings. See [Tavares Sworn Affidavit](#).

* In July 2005, as part of an elaborate artifice in the underlying scheme by Associates of the Criminal Enterprise, among others, criminals Thomas R. Lehman ("Lehman") (Florida Bar No. 351.318), and Marco E. Rojas ("Rojas") (Florida Bar No. 940.453), both representing unsuspecting client Tavares upon the United States Bankruptcy for the Southern District of Florida ("Bankruptcy Court"), in a case presided by Judge Robert A. Mark ("Judge Mark") (Florida Bar No.260.886), where Tavares is buying a certain 9 acres Miami River Property at 2051 N.W. 11 Street, Miami, Florida 33125 ("Marina Property") – one of two Properties later extorted from Tavares in the BRIDGELoAN Case, from Consolidated Yacht Corporation ("Consolidated") (Tax Id. #65-0242347), having Alan L. Goldberg ("Trustee Goldberg"), and Ross Robert Hartog ("Hartog") (Florida Bar No. 272.360) at Markowitz Trustee, as Consolidated's Registered Agent, see www.sunbiz.org, at Document #S28046, filed on May 16, 2005, Tavares deposits five hundred thousand dollars (\$500,000) into Markowitz Trustee's Account. On June 6, 2012, Hartog, and criminals at BRIDGELoAN, and Matthew P. Leto ("Leto") (Florida Bar No. 14.504), file, with unclean hands, as part of the scheme, a sham Related suit, *Markowitz, Ringel, Trusty & Hartog, P.A., Escrow Agent v. BRIXRIV, LLC, and Miami River Park Marina, Inc.*, Case No.2012-21795-CA-22, successfully extorting, under color of law, the trust account's moneys. See Record.

THE 2012 DEUTSCHE BANK v. TAVARES CASE UPON SUBVERTED MIAMI COURTS EXTORTING TAVARES

As part of an underlying scheme by the Criminal Enterprise, to deprive, steal, and extort Charles Tavares ("Tavares") of all properties and rights, upon subverted court proceedings in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("Miami Courts"), during years, surreptitiously entraps Tavares into secret businesses interests, conflicted real estate and loan transactions by Associates using their Florida Bar Licenses as guise to extort client Tavares. On June 23, 2006, Tavares purchases a condo unit at the Brickell Key Condominium, at 520 Brickell Key Drive, Unit 1511, Miami, Florida ("BK-1511"), with two loans provided by Impac Funding Corporation ("Impac"), with a combined loan amount of \$302,150. Tavares, is represented in the loans and closing, by his attorney Marco Emilio Rojas ("Rojas") (Florida Bar No. 940.453), and Rojas' assistant Frances G. Ortiz ("Ortiz"), at Freeman Haber Rojas & Stanham, LLP ("FHR&S"). Unknown at the time, by unsuspecting client Tavares, Tavares's attorneys at FHR&S are longtime serial criminals, systematically perpetrating, among other things, intercontinental money laundering of corruption and drug moneys,* tax evasion and tax frauds, portfolio tax-free bond frauds, mortgage and bank frauds,** tortious business interference with a business relationship, extortion of their own clients, and the subversion of the judicial machinery in Florida to further schemes, under color of law, and having the subverted courts to legalize the ill-gotten proceeds by successfully money laundering the moneys. See [Tavares Sworn Affidavit](#). The Impac loans are eventually bought by a Certain Certificate Holders of ISAC 2006-3, Mortgage Pass-Through Certificates, Series 2006-3, having Deutsche Bank National Trust Company as its Trustee. Then, the Criminal Enterprise, through the subverted Miami Courts, together with corrupt Judges, among others, Allan Lester Langer ("Judge Langer") (Florida Bar No. 137.828), and Norma S. Lindsey ("Judge Lindsey") (Florida Bar No. 994.812), systematically deprives and extorts Tavares, under color of law, in *Deutsche Bank Trust Company v. Charles Tavares* ("**Deutsche Bank**"), Case No. 2012-20197-CA-30. See Record.

* FHR&S's criminals Stephen A. Freeman ("Freeman") (Florida Bar No. 146.795), Robert M. Haber ("Haber") (Florida Bar No. 131.614), Neslon Slosbergas ("Slosbergas") (Florida Bar No. 378.887), Nicholas Stanham ("Stanham") (Florida Bar No. 38.822), and Rojas, in 2006, had already laundered billions of dollars of illicit sourced moneys, among others, more than \$461 million dollars of drug moneys for their Associate and drug Kingpin Fernando Zevallos Gonzales ("Zevallos Gonzales"), through FHR&S's Trust Accounts, and FHR&S's bank accounts at Banco Espirito Santo ("BES"), and, around 2006, because investigations on an upcoming indictment by the Federal Government of Zevallos Gonzales, criminal Freeman flees to Israel to hide from the law, while their schemes continue, returning years later to Florida, as their rackets grows as a Global Enterprise. See Record.

** On October 12, 1994, criminals Freeman and Slosbergas at FHR&S a.k.a. Freeman, Newman & Butterman, as part of a scheme to defraud the United States of America, of, among other things, taxable income, perpetrate, among other things, a sham mortgage scheme, having Stephen A. Freeman and Nelson Slosbergas, as Trustees, and lenders of a \$2 million dollars sham loan ("\$2 million loan") to Joseph Horn ("Horn") and his wife, Lori Simon Horn a.k.a. Lory Y. Horn ("Lori"), for Horn & Lori's property at 330 Arvida Parkway, Coral Gables, Florida 33146, Folio No. 03-5105-002-0130 ("Horn's Gables Estate Property"), predicted on an artifice disguising the sham \$2 million loan, that in truth, and in fact, is Horn's own money, passing through Freeman and Slosbergas's Trust Account as an artifice to perpetrate the fraudulent loan charging interest on their own moneys in order to, among other things, to obtain improper deductible interest. The Horn's Gables Estate Property was previously purchased, on June 10, 1992, by Horn's H-Four Corp., a Florida corporation ("H-Four") (Tax Id. #65-0339924), for \$2,115,000, see CFN 1992R230242, and transferred, on October 12, 1994, from H-Four to Horn and Lori, for \$3,000,000, see CFN 1994R483674, with the sham \$2 million loan having Freeman and Slosbergas acting as lenders and attorneys for the transactions. On June 24, 2021, Horn and Lori, having attorney Michael J. Freeman ("Michael Freeman") (Florida No. 155.834), see, CFN 20210481091, or Book 32601 Pages 1989 – 1990. This scheme shows the Genesys of the global Criminal Enterprise and its *Omertà Code*, by FHR&S's criminals and Horn, which is related to one of Brazil's largest real estate builders, Cyrela Brazil Realty ("Cyrela"), later joined by BANIF Mortgage Corp USA, and BANIF Securities, Inc., Cayman Islands ("BANIF"), together with offsprings of ODEBRECHT Construction USA, and AHS Residential, LLC a.k.a. RESIA Residential, LLC ("RESIA"). See Record.

THE 2012 MARKOWITZ v. TAVARES'S MRPM v. BRIDGELoAN-BANIF SHAM CASE TO EXTORT TAVARES

As part of an underlying scheme by the Criminal Enterprise to deprive, steal, and extort Charles Tavares ("Tavares") of all properties and rights, under color of law, upon subverted court proceedings in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("Miami Courts"), on June 6, 2012, file, with unclean hands, a sham suit, *Markowitz Ringel Trusty & Hartog, P.A.* (Tax Id. #59-2325782), *Escrow Agent v. Miami River Park Marina, Inc., a Florida corp.* (Tax Id. #20-3168472), v. *BRIXRIV, LLC, a Florida L.L.C.* (No Tax Id.) ("**Markowitz**" case), Case No. 2012-20197-CA-22, causing Associates Ross R. Hartog ("Hartog") (Florida Bar No. 272.360), at Markowitz Davis Ringel & Trusty P.A. n.k.a. Markowitz Ringel Trusty & Hartog, P.A. ("Markowitz Trustee"), Bridgeloan Investors, Inc., a Florida corp. ("BRIDGELoAN") (Tax Id. # 65.0665516), BANIF Securities, Inc., ("BANIF"), and Matthew P. Leto ("Leto") (Florida Bar No. 14.504), to, knowingly and intentionally, systematically deprive, steal, and extort, under color of law, upon subverted proceedings before the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("Miami Courts"), Tavares, and Tavares's Company Miami River Park Marina, Inc., a Florida corporation ("Miami River Park Marina"). The Associates of the Criminal Enterprise, following the same *modus operandi* in the Related Cases, among others, in the, *Bridgeloan Investors, Inc. v. Charles Tavares, et al., v. BNY Mellon*, Case No. 2009-93058-CA-30; *Brickell Commerce Plaza, Inc. and The Car Wash Concept, Inc. v. Charles Tavares*, Case No. 2011-29624-CA-30; in *Geania A. Fraga v. Charles Tavares*, Case No. 2012-03573-FC-04; and, in *Geania A. Fraga v. Charles Tavares*, the double-jeopardy Case No. 2012-24483-FC-04, file false and contradictory pleadings, supported by false and fraudulent evidence, and false witnesses, upon subverted court proceedings, presided by corrupt judges Associates of the Criminal Enterprise systematically violating the law, Florida Rules of Civil Procedure, the constitution, and Tavares's rights to deprive, steal, and extort Tavares, under color of law. See [Tavares Sworn Affidavit](#). Hartog, on behalf of Markowitz Trustee, as Plaintiff, and Leto on behalf of BRIXRIV, a Defendant non-party to the matter, systematically deprive Tavares of due process and rights, intentionally and knowingly not serving the complaint, pleadings, and notices of hearing upon Tavares, the sole legal authority for his company Defendant Miami River Park Marina, in order to extort and steal Tavares's Miami River Park Marina's Escrow Moneys that Tavares deposited with Markowitz Trustee in July 2005, while Markowitz Trustee's former partner and president, corrupt Judge Joseph I. Davis, Jr. ("Judge Davis Jr."), is concurrently and systematically extorting Tavares by presiding the two (02) fabricated sham Fraga cases. In December 2012, predicated on systematic violation of laws, rules, the constitution, and Tavares's rights, the Criminal Enterprise successfully extorts & steals Tavares's Miami River Park Marina's Escrow Moneys,* held by Associates at Markowitz Trustee. See Record.

* In July 2005, as part of an elaborate artifice in the scheme by the Criminal Enterprise's Associates, among others, criminals Thomas Ralph Lehman ("Lehman") (Florida Bar No. 351.318), and Marco Emilio Rojas ("Rojas") (Florida Bar No. 940.453), both representing unsuspecting client Tavares upon the United States Bankruptcy for the Southern District of Florida ("Bankruptcy Court"), in a case presided by Judge Robert A. Mark ("Judge Mark") (Florida Bar No.260.886), where Tavares is buying a certain 9 acres Miami River Property at 2051 N.W. 11 Street, Miami, Florida 33125 ("Marina Property") – one of two Properties later extorted from Tavares in the BRIDGELoAN Case, from Consolidated Yacht Corporation ("Consolidated") (Tax Id. #65-0242347), having Alan L. Goldberg ("Trustee Goldberg"), and Ross Robert Hartog ("Hartog") (Florida Bar No. 272.360) at Markowitz Trustee, as Consolidated's Registered Agent, see www.sunbiz.org ("SUNBIZ"), at Document #S28046, filed on May 16, 2005, Tavares deposits five hundred thousand dollars (\$500,000) into Markowitz Trustee's Account. On June 6, 2012, Hartog, and criminals at BRIDGELoAN, and Matthew P. Leto ("Leto") (Florida Bar No. 14.504), file, with unclean hands, as part of the scheme, a sham suit, *Markowitz, Ringel, Trusty & Hartog, P.A., Escrow Agent v. BRIXRIV, LLC, and Miami River Park Marina, Inc.*, Case No.2012-21795-CA-22, successfully extorting & stealing , under color of law, the trust account's moneys. See Record.

THE OCTOBER 2012 FABRICATED FRAGA II DOMESTIC REPEAT VIOLENCE SHAM CASE v. TAVARES

On October 3, 2012, the Criminal Enterprise, following the dismissal, on July 11, 2012, of the previous fabricated sham FRAGA I case, see Case No. 2012-03753-FC-04, upon the subverted Eleventh Judicial Circuit in and for Miami-Dade County, Florida (“Miami Courts”), showing an absolute disregard for the law, the constitution, and Tavares’s rights, file, with unclean hands, a second fabricated sham Domestic Repeat Violence Case against Charles Tavares (“Tavares”), the *Geania A. Fraga v. Charles Tavares* (the Double-Jeopardy “**FRAGA II**” case), Case No. 2012-24483-FC-04. The Fraga II sham case is filed through the same bad actor, Geania A. Fraga (“Fraga”), a Manager/Agent of BRIDGELOAN/ BANIF, by criminals Peter F. Valori’s (“Peter”) (Florida Bar No. 43.516), and Russell Marc Landy (“Landy”) (Florida Bar No. 44.417), Damian & Valori, LLP a.k.a. Damian Valori | Culmo (“Valori”), Gabriela Maranhao Machado Guimaraes (“Guimaraes”), and supported by false witnesses Martiza C. Calix (“Calix”), and Dunia Irene Pacheco (“Pacheco”), represented by implicated attorney Marcia Del Rey Garcia n.k.a. Judge Marcia Del Rey (“Judge Del Rey”) (Florida Bar No. 17.780). The subverted sham proceedings, is presided, again, by the same shameless corrupt Judge Joesph I. Davis Jr. (“Judge Davis Jr.”), a former partner and president (from 1980 through 2010) of Markowitz, Davis, Ringel & Trusty P.A. n.k.a. Markowitz Ringel Trusty & Hartog, P.A. (“Markowitz Trustee”), that systematically subverts the court proceedings to deprive and extort Tavares, under color of law, to further the criminal extortion of Tavares. See Case No. 2012-024483-FC-04, see also, [Tavares Sworn Affidavit](#). The Criminal Enterprise, with total contempt for the law, the constitution, and Tavares’s rights, systematically and repeatedly, subverts a court of law in the United States of America to further ongoing and continued racketeering schemes against, among others, the United States of America, the State of Florida, and citizen Tavares. The criminals, on the FRAGA II – the Double-Jeopardy sham fabricated case against Tavares, make the same bogus fabricated allegations shown on FRAGA I, and now, claiming for the first time, desperately trying to incriminate and stop Tavares from exposing and fighting the Criminal Enterprise, that, among other things, Tavares, in March 2006, kidnaped Fraga, and drove around pointing a gun to Fraga, and threatening to kill Fraga. See Fraga II Double-Jeopardy Case, Initial Petition at page 2 ¶¶ b, c, and d. After, among other things, the record shows five (05) law firms representing Tavares are intimidated, coerced, and extorted by the Criminal Enterprise, and Tavares is forced to unduly spend more than \$100,000 in legal fees, and costs for the fabricated sham Domestic Repeat Violence Cases, causing Tavares and Tavares’s family to be deeply traumatized and harmed by the extortion in the fabricated sham FRAGA II case, showing that no law-abiding U.S. citizen is safe from the Criminal Enterprise’s subversion of the judicial and political machinery where they operate. On November 5, 2012, corrupt Judge David Jr. dismisses the legal farce *without prejudice*, leaving the doors of the subverted courts open to the Criminal Enterprise’s schemes extorting Tavares under color of law. Concurrently, the Criminal Enterprise continues their systematic ongoing* criminal scheme depriving, stealing, extorting, and silencing, under color of law, Tavares of all properties and rights, so the Criminal Enterprise can continue their ongoing criminal rackets, freely and systematically depriving, stealing, and extorting the United States of America, the State of Florida, citizens, and companies, with absolute impunity. See Record.

* While corrupt Judge David Jr. is, knowingly and intentionally, depriving and extorting Tavares of rights in the two (02) fabricated sham legal farces, the Fraga I, and the Double-Jeopardy Fraga II cases, the Criminal Enterprise is, concurrently, and systematically, extorting and stealing all of Tavares’s properties and rights upon subverted proceedings in Related Cases in the Miami Courts. See [Tavares Sworn Affidavit](#).

THE 2013 TAVARES v. LEHMAN & LKLS+G CASE DEPRIVING AND EXTORTING TAVARES

On April 5, 2013, Charles Tavares (“Tavares”), after years of continued extortion, under color of law, of Tavares’s properties and rights, upon subverted proceedings in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (“Miami Courts”), predicated on a sophisticated and systematic scheme* by Associates of a Criminal Enterprise, among others, Tavares’s former attorneys, Thomas R. Lehman (“Lehman”) (Florida Bar No. 351.318), and Patrick J. Rengstl (“Rengstl”) (Florida Bar No. 581.631), at Levine Kellogg Lehman Schneider + Grossman, LLP (“LKLS+G”), Marco E. Rojas (“Rojas”) (Florida Bar No. 940.453), at R&S International Law Group, LLP (“R&S”), and Tavares’s reckless attorneys Larry A. Stumpf (“Stumpf”) (Florida Bar No. 280.526), and Jared M. Lopez (“Lopez”) (Florida Bar No. 103.616), at Black Srebnick Kornspan & Stumpf, P.A. (“Black Srebnick”), Tavares, files, Pro Se,** a Legal Malpractice suit against Lehman & LKLS+G, the *Charles Tavares v. Thomas R. Lehman, Thomas R. Lehman, P.A. and Levine Kellogg Lehman Schneider + Grossman, LLP* (“**Lehman & LKLS+G**” suit), Case No. 2013-012223-CA-40, showing Legal Malpractice, Breach of Fiduciary Duty, and Fraud by Lehman and LKLS+G. On May 15, 2013, Tavares’s attorneys, Dale F. Webner (“Webner”) (Florida Bar No. 265.241), and Jamie Leigh Webner n.k.a. Jamie Leigh Katz (“Jamie”) (Florida Bar No. 105.634), file a notice of appearance, and Tavares’s Amended Complaint, followed by other pleadings. In September 2013, Lehman, LKLS+G, and their attorneys, among others, Robert M. Klein (“Klein”) (Florida Bar No. 230.022), and Richard M. Jones (“Jones”) (Florida Bar No. 059.097), at Klein Park & Lowe, P.A. (“Klein Park & Lowe”), after filing several sham pleadings containing hundreds of false and fraudulent statements to the Miami Courts that they know to be false and untrue, provides some limited discovery materials to Tavares, giving a glimpse of the massive fraud perpetrated by Lehman, LKLS+G, and Associates of the Criminal Enterprise in the BRIDGELoAN sham case, extorting \$50 million dollars from Tavares’s Companies. Shortly thereafter, Webner is extorted by Lehman, *et al.*, to coerce Tavares into accepting a sham \$5 million dollars settlement from Lehman & LKLS+G’s insurance company, requiring Tavares to sign a known false Affidavit. Tavares does not accept, and fires Webner. On April 15, 2014, Tavares’s attorney Richard J. Diaz (“Diaz”) (Florida Bar No. 767.697) files a notice of appearance, and shortly thereafter, is also successfully coerced by the Criminal Enterprise to resign, on September 2, 2014. See Record.

* The Criminal Enterprise’s scheme consists of, among other things, surrounding, for years, real estate investor, developer, and entrepreneur Tavares, by attorneys Associates of the Criminal Enterprise, to, knowingly and intentionally, systematically entrap the unsuspecting client Tavares, in, among other things, conflicted sham transactions and loans with other Associates of the Criminal Enterprise, Flick Mortgage Investors, Inc. (“Flick Mortgage”), and Bridgeloan Investors, Inc. (“BRIDGELoAN”), while secretly undermining Tavares’s businesses and deals with buyers and sellers, spreading false and malicious business information about Tavares and Tavares’s businesses to Tavares’s investors, partners, and the market, and fabricating multiple low bogus offers for Tavares’s properties in order to fraudulently undermine Tavares’s Properties’ value, and coercing and extorting Tavares’s investors and partners from any funding of the existing deals, fraudulently causing undue duress on Tavares’s businesses, until they cause a default, setting up the Criminal Enterprise’s ultimate scheme to deprive, steal, and extort Tavares of all properties and rights, under color of law, upon court proceedings subverted by the Criminal Enterprise, and having the subverted courts to money launder the ill-gotten proceeds from the extortion. See [Tavares Sworn Affidavit](#).

** Tavares, since the Criminal Enterprise starts depriving and extorting Tavares, under color of law, with fabricated sham lawsuits predicated on, among other things, fraudulent evidence and false witnesses, upon subverted proceedings in the Miami Courts, Tavares goes through more than ten (10) law firms, spending over five hundred thousand dollars (\$500,000) in legal fees and costs, only to see Tavares’s attorneys being successfully intimidated, coerced, and extorted by the Criminal Enterprise, and unable to properly represent the client Tavares, and after several complaints to, *e.g.*, The Florida Bar, Florida’s Attorney General, the Florida Department of Law Enforcement, and to the Chief Judge of the Miami Courts, Tavares, without any training in law, is forced to file by himself the meritorious complaint against criminals Lehman & LKLS+G. See Record.

THE 2018 SHAM CASE 139TH AVENUE S.W. 8 STREET LLC v. TAVARES DEPRIVING & EXTORTING TAVARES

On August 30, 2018, after years of systematic tortious business interference with an advantageous business relationship, coercion, and extortion by Charles Tavares's ("Tavares") attorneys, among others, criminals* Marco E. Rojas ("Rojas") (Florida Bar No. 940.453), Nicholas Stanham ("Stanham") (Florida Bar No. 38.822), Robert M. Haber ("Haber") (Florida Bar No. 131.614), Nelson Slosbergas ("Slosbergas") (Florida Bar No. 378.887), Garry Nelson ("Nelson") (Florida Bar No. 717.266), and other Associates of the Criminal Enterprise,** as part of a sophisticated underlying scheme systematically depriving, stealing, and extorting the unsuspecting client Tavares of all properties and rights, under color of law, upon subverted proceedings in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("Miami Courts"), the criminals, file, with unclean hands, a sham suit predicated on fabricated * ** fraudulent corporate authority for Tavares's Company 139TH Avenue S.W. 8 Street, LLC, a Florida LLC, ("139 TH") (Tax Id. #65-1202407), purported on behalf of the majority of 139 TH's shareholders, which they all know is false and fraudulent since Tavares, at all relevant times, is the sole legal authority of 139 TH, and Tavares also has a controlling fifty two percent (52%) interest**** on 139 TH, and Tavares did not authorize, nor authorized anyone to fabricate the false corporate resolutions on behalf of 139 TH. On a sham hearing, improperly noticed by Peter and Fernandez at Valori, in a date they all knew Tavares could not attend, reckless Judge Bronwyn C. Miller***** ("Judge Miller") (Florida Bar No. 119.441), enters an invalid order depriving and extorting, under color of law, Tavares of properties and rights. In January 2019, to further the scheme, corrupt Judge Carlos M. Guzman ("Judge Guzman") (Florida Bar No. 115.990) is assigned to the case, systematically violating the law, constitution, rules of procedure, and Tavares's rights. On May 29, 2019, corrupt Judge Guzman enters an invalid final order, contradicting the truth, the facts, the evidence, and the law, legalizing the extortion of Tavares, so the criminals secretly sell, on May 3, 2022, Tavares's 139 TH 29 acres property for \$15,125,000. See Record.

* The criminals, among others, Rojas, Gabriela Maranhao Machado Guimaraes ("Guimaraes") (D.O.B. 08/17/1965, in Brazil), Peter F. Valori ("Peter") (Florida Bar No. 43.516), and Amanda Lara Fernandez ("Fernandez") (Florida Bar No. 106.931), at Damian & Valori, LLP a.k.a. Damian Valori | Culmo Law ("Valori"), and Steven C. Cronig ("Cronig") (Florida Bar No. 307.068 & New York Bar No. 4.977.419), at Hinshaw & Culbertson, LLP ("Hinshaw"), for years, systematically sabotage deals with buyers, e.g., Lowe's Home Companies, Inc., ("Lowe's Home Improvement"), concurrently coercing and extorting Tavares, and Tavares's partners in 139 TH, spreading false rumors about Tavares and 139 TH's properties, and fabricating bogus offers from, e.g., AHS Residential, LLC n.k.a. RESIA, LLC, a.k.a. MRV Engenharia e Participações S.A. ("RESIA" or "MRV") to undermine and devalue the properties, so they can extort and steal Tavares's Company and properties. See [Tavares Sworn Affidavit](#) at ¶¶ 43 – 89.

** The Criminal Enterprise uses, among other Associates implicated, Rojas, Stanham, Slosbergas, Haber, Nelson, Peter at Valori, Cronig at Hinshaw, Hugo Barreto Del Priore ("Del Priore") and Marco Antonio de Souza (De Souza") at BANIF Securities ("BANIF"), Francisco Ruiz ("Ruiz"), Ernesto Pereira Lopes ("Lopes"), Rubens Menin Teixeira de Souza ("Rubens Menin"), Joao Vitor Nazareth Menin Teixerira de Souza (Joao Vitor Menin") at RESIA/MRV, and Wolters Kluwer a.k.a. CT Corporation System ("Wolters Kluwer"), and attorneys Michael Cosculluela ("Cosculluela") (Florida Bar No. 189.480), and Daniel J. Marzano (Marzano") (Florida Bar No. 189.804), at Cosculluela & Marzano, P.A, together with bad actors in the Republic of Panama. *Id.*

*** The Criminal Enterprise uses the same *modus operandi*, e.g., having criminals Slosbergas, Rojas, Peter at Valori, and Guimaraes, fabricating fraudulent corporate resolutions of March 16 and 18, 2018, for Tavares's Company 139 TH, purportedly signed by a person in the Republic of Panama that did not – and could not have any authority of 139 TH, as Tavares is the sole authority, using fraudulent resolutions as a predicate to falsely remove Tavares from Tavares's Company 139 TH, furthering the extortion upon the subverted Miami Courts, already depriving and extorting Tavares of all properties, under color of law. *Id.*

**** Since August 18, 2013, Tavares became the sole controlling majority shareholder with a 52% interest. *Id.* at ¶ 44.

***** Reckless Judge Miller, like corrupt Judge Norma S. Lindsey ("Judge Lindsey") (Florida Bar No. 994.812), shortly after the sham order, showing the *Omertà Code*, is nominated to the Third District Court of Appeal by Florida Governor Rick Scott. *Id.*

TAVARES'S LEGAL MALPRACTICE & FRAUD COMPLAINT AGAINST LEHMAN & LKLS+G

A. On April 5, 2013, Tavares, pro se, files a Legal Malpractice Lawsuit against Lehman and his law firm⁶, showing a brazen scheme by Lehman, his law firm, and others, known and unknown bad actors the evidence and facts in the complaint demonstrate that Lehman and his law firm were never truly and honestly representing the client Tavares and his companies, and indeed, shows they are secretly perpetrating systematic tortious business interference with an advantageous relationship, engaged in false representations, and frauds, and then, furthering a scheme to outright steal, deprive, and extort, Tavares and Tavares's Companies, under color of law, of all rights and properties. The record shows that, as Lehman, Rojas, Alan Samuel Fine ("Fine") (Florida Bar No.385.824), and others implicated, were not able to successfully extort Tavares into bogus negotiations with their Associate BRIDGELoAN, from 2009 through January 2011, they devised a plan to secretly extort Tavares through false, invalid, and fraudulent Power of Attorneys ("POAs") for Tavares' Companies, that they secretly fabricated using Associates in the Republic of Panama, Ramon Anzola-Robles, at Anzola Robles & Asociados and Global Corporate Consultants Group, Inc. (collectively "Anzola-Robles"), Olten Ayres de Abreu Jr. ("Abreu Jr.") (Brazil OAB-SP 75.820) at FBT Avocats SA ("FBT Avocats") in Switzerland, and others implicated, producing completely bogus, false, and invalid Limited POAs' for Tavares' Companies, by Fake Directors at Anzola-Robles that, did not – and could not have had any authority whatsoever over Tavares's Companies, as Tavares, and Tavares only, was the sole legal authority for Tavares' companies. See Tavares's Initial Lehman & LKLSG Complaint, at Exhibit T, with Buchanan Ingersoll & Rooney, P.C.'s Motion to Reopen and Tavares' Supporting Sworn Affidavit of October 16, 2012, in the BRIDGELoAN Case No.2009-93058-CA-30.

Among other things, shameless Lehman, and his law firm, "specialized in bankruptcy"⁷ willfully failed to follow orders from client Tavares, to file for bankruptcy protection in order to preserve over \$50 million dollars in assets, took orders from others to further the extortion against his client Tavares, threatened and extorted Tavares, and to obstruct justice and cover up the scheme, after being fired by Tavares, and despite two Florida Bar Complaints (Bar Complaints, No.2011- 71, 184 (III); and No. 2013-70, 433 (11G), stayed in an unauthorized and fraudulent representation of Tavares' companies in the BRIDGELoAN legal farce, in order to, knowingly and intentionally, successfully subvert the judicial machinery in the United States of America to systematically deprive, steal, and extort, among others, the United States of America, the State of Florida, U.S. citizens like Tavares, and Tavares's Companies, in clear violation of, Title 18, United States Code, Sections 371, 241, 242, 1346, 1961, et. seq., and, The Florida Bar Rules of Professional Conduct, Rule 4-8.4 (a)(b)(c)(d).

⁶ Among others implicated at LKLS&G, shameless attorney Patrick J. Rengstl ("Rengstl") (Florida Bar No. 581.631), is implicated in the scheme, stealing, depriving, and extorting client Tavares and his companies. See Record.

⁷ At a Christmas Party for a Brickel Association in 2013, at Perricone's Restaurant on the Brickell Area, Miami, Florida, a former partner of Lehman, confided to Tavares that Lehman was a member of the "Bankruptcy Mafia" in Miami, Florida.

EXHIBIT "T" IN THE INITIAL COMPLAINT BY TAVARES AGAINST LEHMAN & KLSG ON MAY 5, 2013

FILED OCT 19, 2012

"IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

BRIDGELoAN INVESTORS, INC., a Florida corporation,
Plaintiff,

vs.

CIVIL DIVISION
CASE NO. 09-93058-CA-30

MIAMI RIVER PARK MARINA, INC., a Florida corporation, BRICKELL VILLAGE ONE, LLC,
a Florida corporation, 2147 SW 8 STREET, LLC, a Florida corporation, CHARLES TAVARES, individually,
DAVID PLUMMER & ASSOCIATES, INC., a Florida corporation, and the CITY OF MIAMI,
Defendants.

DEFENDANT'S MOTION TO REOPEN CASE

Defendant's BRICKELL VILLAGE ONE, LLC, a Florida corporation, 2147 SW 8 STREET, LLC, a Florida corporation, and CHARLES TAVARES, individually (collectively, "Defendants"), by and through undersigned counsel, hereby file this Motion to Reopen Case, and, in support thereof, state as follows:

1. On or about December 24, 2009, the above-styled action (this "Action") was commenced against the Defendants and various other named defendants seeking, inter alia, the foreclosure of certain real property (the "Subject Properties") located in Miami-Dade County, Florida.
2. On or about April 8, 2011, a Final Judgment of Foreclosure (the "Final Judgment") foreclosing on the Subject Properties was entered by this Court based upon an alleged settlement (the "Purported Settlement") between all the parties to this Action. The Purported Settlement was entered into, notwithstanding that the party having authority to settle, Charles Tavares, did not agree to settle and /or authorize anyone on his behalf, or on behalf of any entity that he controlled, to settle this action.
3. The instant action was schedule [scheduled⁸] to be tried before this Court on April 8, 2011, at which time counsel for the parties represented to this Court that the Purported Settlement had been reached.

⁸ Tavares, later researching the Miami Courts' records for the BRIDGELoAN Case No.2009-93058-CA-30, found evidence that the attorneys implicated in the criminal scheme stealing, depriving, and extorting Tavares, under color of law, after secretly fabricating the fraudulent POAS' for Tavares' Defendants' Companies, to secretly from Tavares, settle the case giving all Subject Properties – valued in excess of \$50 million dollars, in lieu of a \$12 million loan, during a sham mediation at Hall, Hall, & Lamb, P.A.'s ("Hall & Leto") offices, on March 29, 2011, improperly mediated, as part of the scheme, by Norman Stuart Gerstein ("Gerstein") (Florida Bar No. 162.081), based at the same office address of Hall & Leto, never "scheduled" any hearing, trial, or court proceeding for April 8, 2011. As the criminals implicated realized, hours after they successfully obtained a false, invalid, and fraudulent Final Judgment on April 8, 2011, showing their consciousness of guilt, they unsuccessfully attempt to file with the Clerk of the Courts, a late "Notice of Hearing for April 8, 2011" after the "bogus trial" had taken place in the morning. Further, all the implicated attorneys, and corrupt presiding judge Allan Lester Langer ("Judge Langer") (Florida Bar No.137.828), as officers of the courts, well knew in truth and in fact, that, a proper minimum 30-day notice of trial is required to be given and filed, pursuant to Florida Rule of Civil Procedure 1.440(c), stating, in relevant parts, that: "Setting for Trial. If the court finds the action ready to be set for trial, it shall enter an order fixing a date for trial. Trial shall be set not less than 30 days from the service of the notice for trial." The Record shows there was no scheduled hearings, or any proceedings set for April 8, 2011, and certainly the court could not hold a trial after an unsuccessful mediation on March 29, 2011, showing major frauds. See Record.

4. Mr. Jared Lopez from the law firm of Black, Srebnick, Kornspan and Stumpf, made his appearance on behalf of Defendant, Charles Tavares, personally. See Trial Tr. 3:9-11.
5. Mr. Tom Lehman from the law firm of Levine, Kellogg, Lehman, Shneider [Schneider] & Grossman, LLP, made his appearance on behalf of Defendants, Miami River Park Marina, Inc. ("Miami River Park"), Brickell Village One, LLC ("Brickell Village") and 2147 S.W. 8th Street, LLC ("2147"). See Trial Tr. 3:12-14.
6. Defendant, Charles Tavares, was not present at the trial.
7. Further, as set forth in the Affidavit of Charles Tavares (the "Tavares Affidavit"), a copy of which is attached hereto as Exhibit "A," **Mr. Tavares never authorized** Mr. Lopez or Mr. Lehman to enter into the Purported Settlement on behalf of himself, Defendant, Brickell Village, 2147, **and/or** any other entity.
8. At all times material hereto, Mr. Tavares controlled and owned the majority of the ownership interests in the Apartment Property (as such term is defined in the Final Judgment of Foreclosure). See Tavares Aff. 1:4-10.
9. The authority to enter into both Purported Settlement, as well as the Final Judgment of Foreclosure (the "Final Judgment"), were allegedly predicated on two Limited Powers of Attorney (the "POAs") granted by Venetian Isles Holdings, a British Virgin Isles corporation ("Venetian Isles") and Hilo Hattie Investments, Inc. ("Hilo"), respectively, in favor of Olen Ayres de Abreu Jr. ("Abreu"), to act as an authorized representative of, inter alia, Brickell Village and 2147 in connection with the mediation of this Action. Copies of the fraudulent POAs are attached hereto as Composite Exhibit "B."
10. The POAs are **invalid and fraudulent** inasmuch as Mr. Tavares is (i) the sole president, director and shareholder of Venetian Isles and (ii) the some manager of 2147 and owner of 50% [⁹] of its membership interests though a corporation solely owned by him.
11. Even assuming, arguendo, that the POAs were validly executed, the POAs could not have formed the basis of the Purported Settlement inasmuch as they, by their own terms, **expressly limited** the authority granted therein to Abreu **to attend mediation and to settle the case only during such mediation**. The case was not settled during mediation.
12. Additionally, on or about May 11, 2011, the same unauthorized representative who executed the fraudulent POAs on behalf of Venetian Isles and Hilo, executed a fraudulent Written Action (the "Fraudulent Resolution") of the Sole Shareholder and the Sole Director of BV One Properties, Inc., a Florida corporation ("BV One")¹ removing Mr. Tavares as the sole director and sole officer of BV One.

(¹ BV One is the owner of the majority membership interests of Brickell Village) 13. This Fraudulent Resolution then formed the basis upon which Alan Fine – via invalid proxy – held a special meeting of the members of Brickell Village and removed Mr. Tavares as the sole manager of Brickell Village.

14. As with the POAs, **only** Mr. Tavares – acting through Venetian Isles – had the authority to execute either of the foregoing resolutions.

15. Moreover, the foregoing resolutions could not have been the basis upon the Proposed Settlement could have been effectuated where they were executed after the date the Purported Settlement was entered into.

⁹ Since selling the previous property held by 2147 at 2147 S.W. 8 Street, Miami, Florida, on June 18, 2003, and buying out his 50% partner, Tavares became 100% sole shareholder of 2147. See Record CFN 2003R0501918.

16. Inasmuch as counsel for Defendants did not have the authority to enter into the Purported Settlement and inasmuch as the POAs and the corporate resolutions upon which the Purported Settlement are predicated are fraudulent, the instant action should be re-opened to permit these issues to be addressed and to allow for Defendants to seek the necessary and proper relief.

WHEREFORE, Defendants, Brickell Village One, LLC, 2147 S.W. 8 Street, LLC, and Charles Tavares, respectfully request that this Court enter an Order reopening this case, and award such other and further relief as this Court deems just and proper.

Respectfully submitted,
BUCHANAN INGERSOLL & ROONEY, P.C.
Attorneys for Defendants
Miami Tower – 100 S.E. Second Street, Suite 3500
Miami, Florida 33131
Telephone: 305-347-4080 Facsimile: 305-347-4089

/s/ James Doddo

Richard A. Morgan – Florida Bar No. 836.869
richard.morgan@bipc.com
James Doddo – Florida Bar No. 30.242
james.doddo@bipc.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via facsimile, email and Regular Mail on October 19th, 2012 to: **Matthew P. Leto, Esq.**, Hall, Lamb and Hall, P.A., 2665 South Bayshore Drive, Penthouse One, Miami, Florida 33133; **Thomas R. Lehman, Esq.**, Levine, Kellogg, Lehman, Schneider & Grossman, LLP, Miami Center, 22nd Floor, 201 South Biscayne Blvd., Miami, Florida 33131; **Erica English, Esq.**, Katz Barron Squitero Faust, 2699 South Bayshore Drive, Seventh Floor, Miami, Florida 33133; **Jorge L. Fors, Esq.**, Jorge L. Fors, P.A., 1108 Ponce de Leon, Coral Gables, Florida 33134; and, **Larry Stumpf, Esq.**, Black Srebnick Kornspan et al., 201 S. Biscayne Blvd., Suite 1300, Miami, Florida 33131-4311.

/s/ James Doddo

BUCHANAN INGERSOLL & ROONEY, P.C.

Buchanan Ingersoll & Rooney, P.C. Document #383622-v1." Motion to Reopen, Case 2009-93058-CA-30, before the Miami Courts. See Record at [Clerk's Website](#).

EXHIBIT "T" IN THE INITIAL COMPLAINT BY TAVARES AGAINST LEHMAN & LKLSG ON MAY 5, 2013

FILED OCT 19, 2012

"IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

BRIDGELoAN INVESTORS, INC., a Florida corporation,
Plaintiff,

vs.

CIVIL DIVISION
CASE NO. 09-93058-CA-30

MIAMI RIVER PARK MARINA, INC., a Florida corporation, BRICKELL VILLAGE ONE, LLC,
a Florida corporation, 2147 SW 8 STREET, LLC, a Florida corporation, CHARLES TAVARES, individually,
DAVID PLUMMER & ASSOCIATES, INC., a Florida corporation, and the CITY OF MIAMI,
Defendants.

DEFENDANT'S MOTION TO REOPEN CASE

Defendant's BRICKELL VILLAGE ONE, LLC, a Florida corporation, 2147 SW 8 STREET, LLC, a Florida corporation, and CHARLES TAVARES, individually (collectively, "Defendants"), by and through undersigned counsel, hereby file this Motion to Reopen Case, and, in support thereof, state as follows:

1. On or about December 24, 2009, the above-styled action (this "Action") was commenced against the Defendants and various other named defendants seeking, inter alia, the foreclosure of certain real property (the "Subject Properties") located in Miami-Dade County, Florida.
2. On or about April 8, 2011, a Final Judgment of Foreclosure (the "Final Judgment") foreclosing on the Subject Properties was entered by this Court based upon an alleged settlement (the "Purported Settlement") between all the parties to this Action. The Purported Settlement was entered into, notwithstanding that the party having authority to settle, Charles Tavares, did not agree to settle and/or authorize anyone on his behalf, or on behalf of any entity that he controlled, to settle this action.
3. The instant action was scheduled [scheduled¹⁰] to be tried before this Court on April 8, 2011, at which time counsel for the parties represented to this Court that the Purported Settlement had been reached.

¹⁰ Tavares, later researching the Miami Courts' records for the BRIDGELoAN Case No.2009-93058-CA-30, found evidence that the attorneys implicated in the criminal scheme stealing, depriving, and extorting Tavares, under color of law, after secretly fabricating the fraudulent POAS' for Tavares' Defendants' Companies, to secretly from Tavares, settle the case giving all Subject Properties – valued in excess of \$50 million dollars, in lieu of a \$12 million loan, during a sham mediation at Hall, Hall, & Lamb, P.A.'s ("Hall & Leto") offices, on March 29, 2011, improperly mediated, as part of the scheme, by Norman Stuart Gerstein ("Gerstein") (Florida Bar No. 162.081), based at the same office address of Hall & Leto, never "scheduled" any hearing, trial, or court proceeding for April 8, 2011. As the criminals implicated realized, hours after they successfully obtained a false, invalid, and fraudulent Final Judgment on April 8, 2011, showing their consciousness of guilt, they unsuccessfully attempt to file with the Clerk of the Courts, a late "Notice of Hearing for April 8, 2011" after the "bogus trial" had taken place in the morning. Further, all the implicated attorneys, and corrupt presiding judge Allan Lester Langer ("Judge Langer") (Florida Bar No.137.828), as officers of the courts, well knew in truth and in fact, that, a proper minimum 30-day notice of trial is required to be given and filed, pursuant to Florida Rule of Civil Procedure 1.440(c), stating, in relevant parts, that: "Setting for Trial. If the court finds the action ready to be set for trial, it shall enter an order fixing a date for trial. Trial shall be set not less than 30 days from the service of the notice for trial." The Record shows there was no scheduled hearings, or any proceedings set for April 8, 2011, and certainly the court could not hold a trial after an unsuccessful mediation on March 29, 2011, showing major frauds. See Record.

EXHIBIT "T" IN THE INITIAL COMPLAINT BY TAVARES AGAINST LEHMAN & LKLSG ON MAY 5, 2013

"IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

BRIDGELOAN INVESTORS, INC., a Florida corporation,
Plaintiff,

vs.

GENERAL JURISDICTION DIVISION
CASE NO. 09-93058-CA-30

MIAMI RIVER PARK MARINA, INC., a Florida corporation, BRICKELL VILLAGE ONE, LLC,
a Florida corporation, 2147 SW 8 STREET, LLC, a Florida corporation, CHARLES TAVARES, individually,
DAVID PLUMMER & ASSOCIATES, INC., a Florida corporation, and the CITY OF MIAMI,
Defendants.

AFFIDAVIT

STATE OF FLORIDA :
:
COUNTY OF MIAMI-DADE :

The undersigned, Charles Tavares, having being duly sworn, hereby deposes and states that:

1. I am over the age of 18 years, otherwise *sui juris*, a resident of Miami-Dade County, Florida, and believe in the obligations of an oath.
2. This Affidavit is submitted in support of the Motion to Reopen Case filed concurrently herewith by Defendants Charles Tavares ("C. Tavares"), Brickell Village One, LLC, a Florida limited liability company ("Brickell Village"), and 2147 S.W. 8 Street, LLC, a Florida limited liability company ("2147," together with C. Tavares and Village One, each a "Defendant," and, collectively, "Defendants").
3. I am a Defendant in this Action, and this Affidavit is based upon my personal knowledge, as well as review of the relevant documents and the business records of the other Defendants as kept in the ordinary course of the respective businesses.
4. I am the sole President, Sole Director and sole Shareholder of Venetian Isles Holdings, a British Virgin Isles corporation ("Venetian Isles").
5. I am the sole President, sole Director and, through Venetian Isles, sole Shareholder of B.V. One Properties, Inc., a Florida corporation ("BV One").
6. I am the sole President, sole Director and sole Shareholder of IBAC Asset Holders, Inc., a Florida corporation ("IBAC").
7. I am sole Manager of 2147 and, through IBAC, I own 50% of its membership interests.
8. I am the sole Manager of Brickell Village.
9. BV One and IBAC collectively own 100% of the membership interests of Brickell Village.

10. At all times material, Brickell Village¹ and 2147 owned the Apartment Property (as such is defined in the Final Judgment of Foreclosure).

¹ Brickell Village held the majority ownership interests in the Apartment Property.

11. On or about December 24, 2009, the above-styled action (this “Action”) was commenced against the Defendants and various other named defendants for the foreclosure of the Apartment Property and certain other real property located in Miami-Dade County, Florida (collectively, the “Subject Properties”).

12. On or about April 8, 2011, a Final Judgment of Foreclosure (the “Final Judgment”) foreclosing on the Subject Properties was entered by this Court based upon an alleged Settlement (the “Settlement”) between all parties to this Action.

13. The authority to enter into both the alleged Settlement and the Final Judgment was allegedly predicated on two Limited Powers of Attorney (the “POAs”) granted by Venetian Isles and Hilo Hattie Investments, Inc. (“Hilo”), respectively, in favor of Olten Ayres de Abreu Jr. (“Abreu”), to act as an authorized representative of, inter alia, Brickell Village and 2147 in connection with the mediation of this Action.

14. The POAs are invalid as I am the only officer, director, shareholder, member, and/or authorized representative, as the case may be, of either Venetian Isles or 2147 who could have executed the POAs in favor of Abreu, and I did not execute the same.

15. On or about May 11, 2011, based upon the invalid POAs, as the same unauthorized representative who executed the POAs on behalf of Venetian Isles and Hilo, inter alia, executed a fraudulent Written Action of the Sole Shareholder and the Sole Director of BV One (the “BV One Resolution”) removing me as the sole director and sole officer of BV One.

16. On or about May 25, 2011, based upon the fraudulent BV One Resolution, BV One – through an invalid proxy issued to Alan Fine – held a special meeting of the members of Brickell Village and removed me as sole manager of Brickell Village (the “Brickell Village Resolution,” together with the BV One Resolution, collectively, the “Resolutions”).

17. Each of the BV One Resolution and the Brickell Village ae invalid documents and were executed by unauthorized representatives of the respective companies.

18. Further, each of the BV One Resolution and the Brickell Village Resolution were executed after the date of the alleged Settlement and the Final Judgment of Foreclosure.

19. At all times material, I have held and owned 100% of the share certificates of Venetian Isles.

20. At all times material, I, through Venetian Isles, owned and controlled 100% of the share certificates of BV One, which is the majority member of Brickell Village.

21. At not time did I, on behalf of myself or any of the other Defendants, authorize, approve, acquiesce or execute the POAs in favor of Abreu.

22. At no time did I, on behalf of myself or any other Defendants, authorize, approve or acquiesce in and to the Settlement allegedly entered into by and among the parties to this Action.

23. At no time did I, on behalf of myself or any of the other Defendants, authorize respective counsel to authorize, approve or acquiesce in and to the Settlement allegedly entered into by and among the parties to this Action.

24. At no time did I, on behalf of myself or any of the other Defendants, provide Brickell Village with authority to authorize, approve or acquiesce in and to the Settlement allegedly entered into by and among the parties, or otherwise stipulate to the Final Judgment.

25. At no time did I, on behalf of myself or any of the other Defendants, hypothecate, transfer or give voting rights of any of the shares referenced herein to any other party.

26. I am authorized to file this Affidavit on behalf of Venetian Isles, BV One, IBAC, 2147 and Brickell Village.

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Charles Tavares

Charles Tavares, Individually

and as

President of Venetian Isles Holdings;

And as

President of B.V. One Properties, Inc.;

And as

President of IBAC Asset Holders, Inc.;

And as

Sole Manager of 2147 S.W. 8 Street, LLC;

And as

Sole Manager of Brickell Village One, LLC.

Sworn to and subscribed before me this 16 day of October, 2012

/s/ Italo Torrese

Italo Torrese - Notary Public of Florida - #DD 875531 – Bonded Thru Notary Public Underwriters

Produced Identification - Type of Identification Produced: Drivers License: T162-141-65-025-1. " See Charles Tavares' Affidavit of October 16, 2012, filed by Buchanan Ingersoll & Rooney, P.C., together with a Motion to Reopen, Case 2009-93058-CA-30, before the Miami Courts. See Record at [Clerk's Website](#).

PUBLIC RECORD SECRETARY OF STATE OF FLORIDA – FOR TAVARES’S COMPANY – www.sunbiz.org

“2010 Limited Liability Company Annual Report
Document #L03000020713

Filed March 22, 2010
Secretary of State

Entity Name: BRICKELL VILLAGE ONE, LLC^[11]

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 58-2674804

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Managing Members/Managers:

Title: MGR

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131

SIGNATURE: CHARLES TAVARES MGR 03/22/2010”. See Sunbiz Record.

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“2010 Limited Liability Company Annual Report
Document #L03000020713

Filed April 28, 2011
Secretary of State

Entity Name: BRICKELL VILLAGE ONE, LLC

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 58-2674804

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Managing Members/Managers:

Title: MGR

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131

SIGNATURE: CHARLES TAVARES MGR 04/28/2011”. See Sunbiz Record.

¹¹ Tavares founded Brickell Village One, LLC, on June 9, 2003, and since then has been the sole manager, president.

PUBLIC RECORD SECRETARY OF STATE OF FLORIDA – FOR TAVARES’S COMPANY – www.sunbiz.org.

“2010 Limited Liability Company Annual Report
Document #P01000105999

Filed March 22, 2010
Secretary of State

Entity Name: IBAC ASSET HOLDERS, INC.^[12]

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131-2405 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131-2405 US

FEI Number: 65-1150091

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131-2405

Managing Members/Managers:

Title: President, Director

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131-2405

SIGNATURE: CHARLES TAVARES President, Director 03/22/2010”. See Sunbiz Record.

=====
“2011 Limited Liability Company Annual Report
Document #P01000105999

Filed April 28, 2011
Secretary of State

Entity Name: IBAC ASSET HOLDERS, INC.

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 65-1150091

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Managing Members/Managers:

Title: President, Director

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131

SIGNATURE: CHARLES TAVARES President, Director 04/28/2011”. See Sunbiz Record.

¹² Tavares founded IBAC Asset Holders, Inc., on November 2, 2001, and since then has been the sole manager, president.

PUBLIC RECORD SECRETARY OF STATE OF FLORIDA – FOR TAVARES’S COMPANY – www.sunbiz.org.

“2010 Limited Liability Company Annual Report
Document #P03000068389

Filed March 22, 2010
Secretary of State

Entity Name: B.V. ONE PROPERTIES INC.[¹³]

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 54-2115638

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131

Managing Members/Managers:

Title: SOLE DIRECTOR/SOLE OFFICER

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131

SIGNATURE: CHARLES TAVARES SOLE DIRECTOR/SOLE OFFICER 03/22/2010”. See Sunbiz Record.

=====
”2010 Limited Liability Company Annual Report
Document #P03000068389

Filed April 28, 2011
Secretary of State

Entity Name: B.V. ONE PROPERTIES INC.

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 54-2115638

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131

Managing Members/Managers:

Title: SOLE DIRECTOR/SOLE OFFICER

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131

SIGNATURE: CHARLES TAVARES SOLE DIRECTOR/SOLE OFFICER 04/28/2011”. See Sunbiz Record.

¹³Tavares founded B.V. One Properties, LLC, on June 19, 2003, and since then has been the sole manager,

PUBLIC RECORD SECRETARY OF STATE OF FLORIDA – FOR TAVARES’S COMPANY – www.sunbiz.org.

“2006 Limited Liability Company Annual Report
Document #L03000005870

Filed April 3, 2006
Secretary of State

Entity Name: 2147 S.W. 8 Street, LLC^[14]

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 59-3768934

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131-2405

Managing Members/Managers:

Title: MGR

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131-2405

SIGNATURE: CHARLES TAVARES MGR 03/27/2006”. See Sunbiz Record.

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“2007 Limited Liability Company Annual Report
Document #L03000005870

Filed June 18, 2007
Secretary of State

Entity Name: 2147 S.W. 8 Street, LLC

Current Principal Place of Business:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

Current Mailing Address:

444 Brickell Avenue, Suite 415 Miami FL 33131 US

FEI Number: 59-3768934

Name and Address of Current Registered Agent:

TAVARES, CHARLES

444 Brickell Avenue, Suite 415 Miami FL 33131-2405

Managing Members/Managers:

Title: MGR

Name: TAVARES, CHARLES

444 Brickell Ave, STE 415 Miami FL 33131-2405

SIGNATURE: CHARLES TAVARES MGR 06/18/2007”. See Sunbiz Record.

¹⁴ Tavares founded 2147 S.W. 8 Street, LLC, on February 17, 2003, and since then has been the sole manager, president.

THE FALSE, INVALID AND FRAUDULENT LIMITED POWER OF ATTORNEY OF MARCH 2011 SECRETLY FABRICATED BY LEHMAN, LKLSG, ABREU JR., & ANZOLA-ROBLES TO FRAUDULENTLY SETTLE THE CASE

“162 REPUBLICA de PANAMA 5612 *Timbre Nacional* 8574 = 008.00 28 03 11 P.B. 1077

LIMITED POWER OF ATTORNEY

Know All Men by These Presents:

That VENETIAN ISLES HOLDINGS INC. (“VENETIAN ISLES”) does hereby make and grant a limited specific power of attorney to OLTEN ABREU JR., and appoint and constitute said individual as my attorney-in-fact.

OLTEN ABREU JR., as attorney-in-fact, shall have full power and authority to undertake, commit and perform only the following acts on behalf of VENETIAN ISLES to the same extent as if VENETIAN ISLES had done so personally, all with full power of substitution and revocation in the presence:

To attend the mediation in the case styled *Bridgeloan Investors, Inc. v. Miami River Marina Park, Inc.*,^[15] *et al.*, Case No. 09-93058 CA 30, as MIAMI RIVER MARINA’S, BRICKELL VILLAGE ONE, LLC’S and 2147 SW 8 STREET, LLC’s authorized representative with the authority to settle the case during mediation.

The authority granted shall include such incidental acts as are reasonably required or necessary to carry out and perform the specific authorities and duties stated or contemplated herein.

The attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform said fiduciary capacity consistent with our best interests as he in his discretion deems advisable, and we thereupon notify all facts so carried out.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 21st day of March, 2011.

VENETIAN ISLES HOLDINGS, INC.

/s/ Thais Herrera de Salas

Thais H. de Salas – Authorized Representative of

ADMINSTRAL MANAGEMENT CORP. - Sole Director

Yo. Licdo. ROBERTO R. ROJAS C. Notario Publico Noveno del Circuito de Panama, com Cedula No. 4-100-1144 CERTIFICO Que dada la certeza de la identidad que lo firmo (firmaram) el presente documento ----- es (son) autentico Panama, 28 MAR 2011 /s/ Roberto R. Rojas Contreras – Roberto R. Rojas C., Notario Publico Noveno”. See Bogus Limited Power of Attorney.

¹⁵ The correct name of Tavares’s Company is, Miami River Park Marina, Inc., a Florida corporation (“MRPM”), and all known public official records show that, at all relevenat times, Tavares, and Tavares only was the sole legal authority for Tavares’s Companies’s Defendants in the BRIDGELoAN styled case, and the Perpetrators well knew that. Because the Perpetrators’ scheme to secretly deprive and extort, under color of law, Tavares and Tavares’s Companies at a bogus mediation of March 29, 2011 with the secretly fabricated and totally false, invalid and fraudulent Limited Power of Attorneys (“POAs”), fails, they continue with the scheme, further coercing, threatening, and extorting Tavares, *inter alia*, on April 7, 2011, to not oppose to the fraudulent and invalid “agreed settlement”, and quickly staging a legal farce in the morning of April 8, 2011, a purported “non-jury Trial”, unnoticed and totally improper, obtaining a forever invalid, false, and fraudulent Final Judgment of Foreclosure, giving BRIDGELoAN Tavares’s Two Properties worth more than \$50 million in lieu of a \$12 loan. See Record. The Perpetrators shown on the bogus and invalid POAs’, *inter alia*, Thais Herrera de Salas (“de Salas”) at Adminstral Management Corp. a.k.a Ramon-Anzola Robles Law (“Anzola-Robles”), in the Republic of Panama, and Olten Ayres de Abreu Jr. (“Abreu Jr.”), did not – and could not have had any authority whatsoever over Tavares’s Companies. The record shows that Anzola-Robles and Abreu Jr., both reckless attorneys perpetrating global schemes of money laundering of illicit funds, tax evasion and frauds, are also associated together in Abreu Jr.’s company, ABREU JR. ADVOGADOS CORP. in the Republic of Panama, along with officers Claudia Stierli de Abreu (“Claudia”), and Denia Ayres de Abreu (“Denia”). Upon, receiving the invalid bogus on April 6, 2011, Tavares, then repeatedly contacted the Perpetrators Anzola-Robles and de Salas, without any answers. See, e.g., call logs e-mail records fax and FedEx #7971 0575 2687; US Express Mail #FD119A13056A115; #FD119A130578115; FD119A130581

THE FRAUDULENT NOTICE OF MAY 2011 FOR BRICKELL VILLAGE ONE'S MEMBERS TO FRAUDULENTLY HIJACK TAVARES'S COMPANIES AND COVER UP THE FACIALLY FRAUDULENT AND INVALID POAs'

"NOTICE OF SPECIAL MEETING OF MEMBERS OF BRICKELL VILLAGE ONE LLC

TO: B.V. One Properties, Inc.,^[16] Member
Mirna Almanza, President
Credicorp Bank Plaza, 26th Floor
Nicanor Obarrio Avenue, 50th Street - Panama City, Republic of Panama Fax: (507) 263-0006

2147 SW 8th, LLC,^[17] Member
Charles Tavares, President
444 Brickell Avenue, Suite 415 - Miami, Florida 33131 Fax: (305) 371-3677

IBAC Asset Holders, Inc., Member
Charles Tavares, President
444 Brickell Avenue, Suite 415 - Miami, Florida 33131 Fax: (305) 371-3677

VIA US first Class Mail and Fax

NOTICE IS HEREBY GIVEN that a Special Meeting of the Members of BRICKELL VILLAGE ONE, LLC, a Florida limited liability company (the "Company"), has been called by B.V. One Properties, Inc., the majority owner of the Company's membership units.

The Special Meeting of the Members of the Company will be held on Monday, May 25, 2011 at 4:00 p.m. at 255 Alhambra Circle, Suite 850, Coral Gables, 33134, to consider and act on the following matters:

1. To Remove Charles Tavares, as the Initial Manager, as Manager;
2. To elect new Members to serve until their successors shall be elected and qualified; and,
3. To transact such other business as may properly come before the meeting and any adjournment thereof.

BY ORDER OF THE MAJORITY MEMBER: B.V. One Properties, Inc.

By: /s/ Mirna Almanza - Name: Mirna Almanza - Title: President/Secretary". See Bogus Notice of May 2011.

¹⁶ Tavares's Company, B.V. One Properties, Inc., a Florida corporation ("B.V. One") (Tax Id. 54-2115638), since Tavares founded his company on June 19, 2023, see SUNBIZ at Document #P03000068389, Tavares is the sole manager, president, and legal authority, and at all relevant times, the sole shareholder of B.V., and always based in Miami, Florida.

¹⁷ The correct name of Tavares's Company is, 2147 S.W. 8 Street, LLC, a Florida limited liability company ("2147"), and Tavares's 2147 **was never** a "Member" of Brickell Village One, LLC, a Florida limited liability company ("Brickell Village One"). Tavares's Company, Brickell Village One had only two Members, Tavares's B.V. One, and Tavares's IBAC Asset Holders, Inc., a Florida corporation ("IBAC"), see the Record. In addition to all official and public records, some uncovered e-mails from the Perpetrators, at relevant times, show them, knowingly and intentionally, plotting to deprive and extort Tavares and Tavares's Companies, showing that they absolutely knew Tavares was – and is, the sole legal authority for Tavares's Companies Defendants in the BRIDGEOAN styled case, see for example; E-mail of April 7, 2011 at 4:24 p.m., between some of the Perpetrators, among others implicated, Lehman, Abreu Jr., Fine, Rengstl, S. Robin Barrera ("Barrera" at LKLSG), stating, among other things, ***"I have reached to Alan Fine to help us too on the corporate issues. The Florida Secretary of State's records show that Charles has not been removed as manager and president of the companies. In his capacity as president and manager of the companies, he has instructed me to move forward with the defense of the case and not settle."*** See Lehman's E-mail of April 7, 2011 at 4:24 p.m. – less than 24 hours before the legal farce is staged as an unnoticed and improper "non-jury Trial" of April 8, 2011 at 10:00 a.m. held by corrupt judge Allan Lester Langer. The Perpetrators, in their reckless disregard to the truth, facts, and the law, rush to fabricate the bogus and invalid Notice, showing an undated notice, and, again, they cannot – or don't care to even write the correct name of Member 2147 S.W. 8 Street, LLC, a Florida liability company, a Tavares's Company.

THE FRAUDULENT PROXY FROM TAVARES'S BRICKELL VILLAGE ONE, LLC TO PERPETRATOR ALAN FINE

“PROXY BRICKELL VILLAGE ONE LLC

The undersigned, Mirna Almanza, acting as Sole Director^[18] of B.V. ONE PROPERTIES, INC., owner of 79.803% of the quotas of BRICKELL VILLAGE ONE, LLC, (hereinafter the “Company”), hereby grants full authority to Alan S. Fine to represent her in the meeting of Members of the Company to be held on the twenty-third (23rd) day of the month of May of the year two thousand eleven (2011) at the offices of the law firm of Alan S. Fine, P.A., 255 Alhambra Circle, Suite 850, Coral Gables, Florida, to resolve the removal of Charles Tavares as Manager of the company and appoint Mirna Almanza in his replacement.

The undersigned certifies that her signature is legitimate and that B.V. ONE PROPERTIES INC., represents the majority of outstanding and issued company quotas. Moreover, the undersigned warrants that the Company will compensate the agents, nominees, directors, officers, counsel and company managers, its affiliates and subsidiaries for any claims that may arise from the authorities conferred by the extant proxy.

Place and date: Panama, 23 May 2011.

/s/ Mirna Almanza

Mirna Almanza”. See Bogus Proxy of Brickell Village One, LLC to Alan S. Fine.

¹⁸ Perpetrator Mirna Almanza (“Almanza”), at Anzola-Robles Law, in the Republic of Panama, did not – and could not have had any authority whatsoever over Tavares’s Company B.V. One Properties, Inc., a Florida corporation (“B.V. One”). Tavares, at all relevant times, was the sole president, manager, director, and shareholder of Tavares’ Company B.V. One. See SUNBIZ, Public Records, and Tavares’ Affidavit of October 16, 2012.

THE FRAUDULENT MINUTES OF BRICKELL VILLAGE PREDCIATED ON THE BOGUS NOTICE AND PROXY

“MINUTES OF SPECIAL MEETING OF MEMBERS
BRICKELL VILLAGE ONE LLC
May 23, 2011

A special meeting of the members of BRICKELL VILLAGE ONE LLC (the “Company”), duly noticed, was held at the law offices of Alan S. Fine, P.A., 255 Alhambra Circle, Suite 850, Coral Gables, Florida on May 23, 2011, at which a quorum was present and acting throughout. The meeting convened at 4:00 p.m.

B.V. One Properties, Inc., the majority member, appeared through a proxy issued to Alan Fine, Esq., and signed by Ms. Mirna Almanza, its authorized representative. No one was present on behalf of 2147 SW 8th Street, LLC or IBAC Asset Holders, Inc., the minority members. Alan Fine, legal counsel in the State of Florida to the Company, also present by invitation of the Company.

Mirna Almanza presided^[19] as Chairman and Secretary.

Objections to the meeting were received from Charles Tavares on behalf of 2147 SW 8th Street, LLC^[20] and IBAC Asset Holders, Inc. and were duly noted.

Motions were made and carried by the majority of the members as to the follow actions:

RESOLVED that Charles Tavares be and hereby is removed as a Manager of the Company, effectively immediately.

FURTHER RESOLVED that the members hereby select Mirna Almanza to serve as the sole Manager of the Company, until such time a successor is elected and qualified or until earlier resignation or removal.

WHEREUPON there was no further business and the meeting was adjourned at 5:30 p.m.

/s/ Mirna Almanza May 25, 2011^[21]
Mirna Almanza, Secretary”. See Bogus Minutes of Special Meeting.

¹⁹ The fraudulent and invalid Minutes of Special Meeting of Brickell Village, fabricated by Lehman, LKLSG, Abreu Jr., Fine, and Anzola-Robles, shows Tavares’s Company 2147 S.W. 8 Street, LLC, a Florida limited liability company (“2147”) as a “Member” of Brickell Village One, LLC, a Florida limited liability company (“Brickell Village One”). Tavares’s **2147 was never** a “Member” of Brickell Village One. The only two (02) Members of Brickell Village One were – and are, Tavares’s B.V. One Properties, Inc., a Florida corporation (“B.V. One”), and IBAC Asset Holders, Inc., a Florida corporation (“IBAC”). See Brickell Village One Shareholders’ Agreement, and Public Records.

²⁰ Perpetrator Mirna Almanza (“Almanza”), at Anzola-Robles Law, in the Republic of Panama, did not – and could not have had any authority whatsoever over Tavares’s Company B.V. One Properties, Inc., a Florida corporation (“B.V. One”), and Brickell Village One, LLC, a Florida limited liability company (“Brickell Village One”) (collectively “Tavares’s Companies”). Tavares, at all relevant times, was the sole president, manager, director, and shareholder of Tavares’s Companies. See SUNBIZ, Public Records, and Tavares’ Affidavit of October 16, 2012.

²¹ The Perpetrators, in the fraudulent Minutes of Brickell Village One, contradict the date the meeting was purportedly held of May 23, 2011, with the time and date the meeting was adjourned on May 25, 2011, showing, again, they do not care for the truth, facts, and the rule of law. See Record.

COUNTS

Count 1- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 2- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.*, U.S. Const., Amend. XIV.

Count 3- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 4- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to implement their criminal scheme to defraud the United States of America, the State of Florida, and Tavares, by using, *e.g.*, interstate communications and wires to further the criminal scheme, in violation of 18 U.S.C. §1349.

Count 5- At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* *See, e.g.*, the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 6 – Lehman, Rengstl, and other implicated attorneys at LKLSG, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. *See* [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
7	June 21, 2013	U. S. CODE TITLE 18	Thomas Ralph Lehman Thomas R. Lehman, P.A. Patrick J. Rengstl LKLSG, LLP Robert M. Klein Richard M. Jones M. Montane J. Pierson Klein Park & Lowe, P.L.
8		§ 371 Conspiracy to Defraud the United States of America &	
9		§ 241 Conspiracy Against Rights & §242 Deprivation of Rights Under Color of Law &	
10		§ 1346 Scheme/Artifice to Defraud Honest Services &	
11		§ 1961 <i>et seq.</i> – RICO &	
12		FLORIDA STATUTES - TITLE XLVI § 837.02 False Statements in an Official Proceeding &	
13		FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)	

On or about June 21, 2013, Lehman & LKLSG’s new attorneys²², Richard M. Klein (“Klein”) (Florida Bar No. 230.022), and Richard Jones (“Jones”) (Florida Bar No. 59.097), at Klein Glasser Park Lowe & Pelstring, P.L. n/k/a Klein Park & Lowe, P.L., a Florida L.L.C. (“Klein Park & Lowe”) (Tax Id. #30-0631150) (SUNBIZ Document #L10000057766), file, as part of a scheme depriving and extorting Tavares of rights and properties, under color of law, a sham and contradictory Motion to Dismiss Tavares’ First Amended Complaint²³ (“First Amended Complaint”), filed, on May 15, 2013, by Tavares’ attorneys Dale F. Webner (“Webner”) (Florida Bar No. 265.241), and Jamie L. Webner n.k.a Jamie L. Katz (“Jamie”) (Florida Bar No.105.634), at Miller & Webner, P.A. (“Miller & Webner”) (Tax Id. #65-0806139”). In the bogus Motion to Dismiss, Klein Park & Lowe, among other false and contradictory statements, states that, Tavares’s Companies, Brickell Village One, LLC, a Florida L.L.C. (“Brickell Village One”) (Tax Id. #58-2674804) (SUNBIZ Document #L03000020713), and 2147 S.W. 8th Street, LLC, a Florida L.L.C. (“2147”) (Tax Id. #59-3768934) (SUNBIZ Document #L03000005870), have no interest in the complaint, see Motion Dismiss at 1 ¶ 1; and Tavares’ companies failed to state a claim upon which relief can be granted as the exhibits show that Lehman was acting at the direction of the Corporations and Tavares has failed to establish why the relevant power of attorney forms were fraudulent, see *Id.* at 2 ¶ 1;

²² Lehman’s previous attorneys, Joel D. Adler (“Adler”) (Florida Bar No. 283.223), and Philip E. Glatzer (“Glatzer”) (Florida Bar No. 255.564), at Marlow Connell Abrams Adler Newman & Lewis, P.A., a Florida Corporation (“Marlow Adler”) (Tax Id. #59-2220089) (SUNBIZ Document #G02058), filed, a Motion for Extension of Time, and Notice of Hearing, on May 7, 2013, and were substituted by Klein Park & Lowe, on June 11, 2013. See Record.

²³ Tavares’s First Amended Complaint, *CHARLES TAVARES, BRICKELL VILLAGE ONE, LLC, a Florida limited liability company and 2147 S.W. 8 STREET, LLC, A Florida limited liability company vs. THOMAS R. LEHMAN, P.A., a Florida professional association; and LEVINE KELLOGG LEHMAN SCHNEIDER + GROSSMAN, LLP, a limited liability partnership* (“Lehman & LKLSG” Legal Malpractice Suit), alleging Negligence, Professional Malpractice, and Breach of Fiduciary Duty. See Record Case No.2013-012223-CA-40, before the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (“Miami Courts”), at the [Clerk’s Website](#).

The Patently Willful False and Contradictory Statements by Lehman, LKLSG and Klein Park & Lowe to the Court in the Motion of June 21, 2013 to Dismiss Tavares and Tavares's Companies' Legal Lawsuit

Among other false and contradictory statements to the court contained in the Motion to Dismiss of June 21, 2013 ("Motion to Dismiss"), by Lehman, LKLSG, and Klein Park & Lowe, state that:

1- "Reviewing the allegations in the amended complaint along with certain documents incorporated by reference show that Tavares is the only real party in interest. With that said, he utterly lacks standing to sue based upon lack of privity and the involvement of successor counsel during the relevant time frame. In particular, Tavares was represented by another attorney at the time the matter was settled." See Motion to Dismiss at 1 and 2.

That contradicts the facts and truth displayed on Tavares's Amended Complaint of May 15, 2013 ("First Amended Complaint"), the Florida Secretary of State's Division of Corporations ("SUNBIZ"), and Tavares's Retainer Agreements and Bills signed and paid to Lehman and LKLSG by Tavares as the sole authority for his companies Brickell Village One, LLC ("Brickell Village"), and 2147 S.W. 8th Street, LLC ("2147") ("Tavares's Companies"), at all relevant times, and that Tavares was the sole interested party and was privy to all the legal matters related to the BRIDGELoAN case and Tavares's Companies, despite the fact that Tavares in February 2011 hired an additional counsel, Black Srebnick Kornspan Black & Stumpf, P.A. ("Black Srebnick") to represent Tavares personally in the BRIDGELoAN matter. See Record.

2- "The Corporate Plaintiffs have likewise failed to state a claim upon which relief can be granted as the exhibits show that Lehman was acting at the direction²⁴ of the Corporations and Tavares has failed to establish why the relevant power of attorney forms were fraudulent. As result, this Court should order the amended complaint dismissed." See Motion to Dismiss at 2 ¶ 1.

The truth, facts, and all records, show Tavares is the sole authority for Tavares's Companies, and that, among other fraudulent actions by Lehman, LKLSG, *et. al.*, they secretly fabricated the false, invalid, and fraudulent Limited Power of Attorneys ("POAs") of March 21, 2011 to be used solely at mediation of March 29, 2011, as part of a scheme to secretly fraudulently settle against Tavares's orders not to settle, and Tavares's best interests. Lehman, LKLSG, and others implicated did not disclose or inform Tavares, as the sole shareholder and legal authority for Tavares's Companies that they secretly fabricated and secretly acted upon mediation with the bogus POAs' for Tavares' companies, and only disclosing it to Tavares after a meeting of April 6, 2011, between Tavares and his attorneys Stumpf, and Lopez at Black Srebnick, and Lehman at LKLSK, in the offices of Black Srebnick at 201 S. Boulevard, Suite 1300, Miami, FL 33131 (Black Srebnick and LKLSG were based in same building), as Tavares vehemently refused a settlement, and demanding Lehman and LKLSG, as Tavares's Companies' Attorneys, to file for bankruptcy protection for Tavares's Companies's \$50 million in assets, disobeying Tavares's orders by refusing to file, and not preparing for trial. As the meeting ended, and Lehman went up to his offices at the 34th Floor, Stumpf states to Tavares: "*This is a Criminal Enterprise*", "*Lehman is bought*", "*Charles, there is nothing I can do for you now, I wish I was in the case six months ago.*"²⁵ See Record.

²⁴ See, *e.g.*, Lehman's E-mail of April 7, 2011 at 4:24 p.m., showing he is knowingly and intentionally defrauding Tavares and Tavares's Companies, to among others, Abreu Jr., Rengstl, and Barrera, stating: "***I have reached to Alan Fine to help us too on the corporate issues. The Florida Secretary of State's records show that Charles has not been removed as manager and president of the companies. In his capacity as president and manager of the companies, he has instructed me to move forward with the defense of the case and not settle.***" See LKLS+G Email of 04/07/2011 at 4:24 p.m.

²⁵ The record now shows that Stumpf and implicated attorneys at Srebnick Black were also "bought" at the time, secretly dealing against Tavares, and depriving and extorting Tavares of his rights and properties, while falsely pretending to be "powerless" to fight the Criminal Enterprise. See Record.

3- "Mediation was set for March 2011 and a non-jury trial on April 8, 2011." See Motion to Dismiss at 6 ¶ 1.

Although Klein Park & Lowe intentionally omits the known date of Mediation, March 29, 2011, see Record and Docket Case No. 2009-93058-CA-30, Klein Park & Lowe knowingly and intentionally, falsely states, contradicting the record and truth, that there was a "set non-jury trial on April 8, 2011," see *Id.*, that they know and had to know, and the record shows, the bogus fraudulent "Final Judgment" of April 8, 2011 was a legal farce, part of a criminal scheme by Lehman, LKLSG, and other officers of the courts implicated, to deprive and extort Tavares, under color of law, in a bogus unnoticed fraudulent "non-jury Trial" days after the fraudulent mediation of March 29, 2011. See Docket Case No. 2009-93058-CA-30.

4- "Although Plaintiffs indicate that this document was fraudulent, no explanation is provided in the amended complaint as the basis for that claim." See Motion to Dismiss at 7 ¶ 2.

Tavares' First Amended Complaint states, among other facts, that, "*A cursory review of the records of the Secretary of State would show that Tavares and no others had the authority to speak and instruct for the underlying foreclosure Defendants.*" See Tavares' First Amended Complaint at 8 ¶ e.

5- "Plaintiffs further allege that because Tavares was the only person on record with the Secretary of State as a manager, only he could direct the corporations to act. Upon review, the documents show that they flipped back and forth between Tavares and an individual named Mirna Almanza. The documents also show that the registered agent changed from Tavares individually to Alan S. Fine, Esq. (now Judge Alan S. Fine) and back to Tavares on several occasions during this period of time, impairing the efficacy of the Plaintiffs' repeated instances that the e-filings on sunbiz.org are dispositive, particularly in light of the allegedly "fraudulent" power of attorney.³⁰ (³⁰ A copy of the Sunbiz filings are attached as composite exhibit F.)" See Motion to Dismiss at 8 ¶ 1.

Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally, falsely claims that, the attempts by, among others implicated, the Criminal Enterprise's Associate Alan Samuel Fine ("Fine") (Florida Bar No. 385.824) and Mirna Almanza ("Almanza") at Anzola Robles Law ("Anzola-Robles") in the Republic of Panama, months after they fabricated the bogus POAs' for Tavares to secretly and fraudulently settle the case, to hijack Tavares's Companies to cover up the scheme, is relevant to the time of the bogus Final Judgment predicated on the purported fraudulent settlement of March 29, 2011, clearly contradicts the record and truth. Lehman, LKLSG, and Klein Park & Lowe also knew that Tavares was the sole client and legal authority for Lehman and LKLSG, as evidenced by the Retainers. Furthermore, Lehman and LKLSG knew, as evidenced from emails of April 7, 2011 at 4:24 p.m., between some of the Perpetrators, among others implicated, Lehman, Abreu Jr., Fine, Rengstl, S. Robin Barrera ("Barrera" at LKLSG), stating, among other things, "*I have reached to Alan Fine to help us too on the corporate issues. The Florida Secretary of State's records show that Charles has not been removed as manager and president of the companies. In his capacity as president and manager of the companies, he has instructed me to move forward with the defense of the case and not settle.*" See Lehman and LKLSG E-Mail of April 7, 2011 at 4:24p.m. Clearly, the Perpetrators knew Tavares, and Tavares only had the sole legal authority for Tavares's Companies, and after being exposed, kept moving forward with the criminal scheme to deprive and extort, under color of law, Tavares of his properties and rights. See Record.

6- "An attorney does not automatically have the power to enter into a settlement agreement even if the attorney has good faith basis to believe he has that power.⁴¹ Absent clear and unequivocal authority, a binding settlement cannot be made on behalf of a client.⁴² (⁴¹ See *Sharick v. Se. Univ. of Health Sciences, Inc.*, 891 So. 2d 562, 565 (Fla. 3d DCA 2004); *Collado v. Pavlow*, 951 So. 2d 69, 71 (Fla.

Klein Park & Lowe, based on the facts and truth, and the Record displayed, knew and had to know that Lehman and LKLSG could not – and did not have the authority to settle the case on behalf of Tavares’s Companies Brickell Village and 2147, and purportedly did so as part of the criminal scheme depriving and extorting, under color of law, Tavares and Tavares’s Companies. See Record.

7- “Here, the Plaintiffs have failed to demonstrate why Lehman was duty bound to follow Tavares alone, why the settlement was unauthorized, and why his own attorney was apparently powerless to stop these occurrences”, contradicting the Record and truth displayed, showing Tavares retained Lehman and LKLSG, and at all relevant times, Tavares is the sole manager, president, and sole legal authority, as further shown on the Secretary of State’s Records, and that other Tavares’ attorneys were also implicated in the scheme depriving and extorting, under color of law, Tavares and Tavares’s Companies of rights and properties. See Motion to Dismiss at 16 ¶ 1.

COUNTS

Count 7- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 8- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. See, e.g., U.S. Const., Amend. XIV.

Count 9- Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 10- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 11- At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* See, e.g., the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 12(a) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, “Tavares is the only real party in interest”, and Tavares lacks privity to matters related to Tavares’s Companies, clearly contradicting the known record displayed and truth, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 1 and 2.

Count 12(b) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, “The Corporate Plaintiffs likewise failed to state a claim upon which relief can be granted as the exhibits show that Lehman was acting at the direction of the Corporations and Tavares has failed to establish why the relevant power of attorney forms were fraudulent”, as clearly the Secretary of State’s records showed, at all relevant times, that Tavares was the sole president, manager and legal authority for Tavares’s Companies, and Lehman’s Retainer Agreements showed Tavares as the only signor and legal authority for Tavares’s Companies, and further shown on Lehman and others implicated conscious of guilt by secretly fabricating and secretly using the facially and legally bogus Limited Power of Attorneys (“POAs”) to fraudulently settle against Tavares’s express orders not to settle, and orders to file for bankruptcy protection of Tavares’s Companies more than \$50 million dollars of asserts, and, and orders for Lehman and LKLSG to prepare for trial, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 2 ¶ 1.

Count 12(c) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, “Mediation was set for March 2011 and a non-jury trial on April 8, 2011”, when in fact and truth, the record displayed in the subject BRIDGELOAN Case No. 2009-93058-CA-30 shows that there was never a trial set for April 8, 2011, or any other date, as Lehman, LKLSG, and other Perpetrators implicated, after extorting Tavares to capitulate to the criminal scheme, stage a bogus unnoticed and invalid court proceeding on April 8, 2011 to fraudulently legalize their scheme depriving and extorting Tavares and Tavares’s Companies of rights and properties, further shown by Klein Park & Lowe, Lehman, and LKLSG, knowingly and intentionally omitting the known date of Mediation of March 29, 2011, as they also knew that would be highly improper, see Florida Rule of Civil Procedure 1440(c) to hold a trial less than 30 days from a proper notice of trial, clearly showing their conscious of guilt, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 6 ¶ 1.

Count 12(d) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely and disingenuously stating to the Miami Courts, as sworn officers of the courts, that, “Although Plaintiffs indicate that this document [Limited POAs’] was fraudulent, no explanation is provided in the amended complaint as the basis for that claim”, clearly contradicting truth and record on the First Amended Complaint, stating, that, “A cursory review of the records of the Secretary of State would show that Tavares and no others had the authority to speak and instruct for the underlying foreclosure Defendants”, see Tavares’ First Amended Complaint at 8 ¶ e, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 7 ¶ 2.

Count 12(e) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, “Plaintiffs further allege that because Tavares was the only person on record with the Secretary of State as a manager, only he could direct the corporations to act. Upon review, the documents show that they flipped back and forth between Tavares and an individual named Mirna Almanza. The documents also show that the registered agent changed from Tavares individually to

Alan S. Fine, Esq. (now Judge Alan S. Fine) and back to Tavares on several occasions during this period of time, impairing the efficacy of the Plaintiffs' repeated instances that the e-filings on sunbiz.org are dispositive, particularly in light of the allegedly 'fraudulent' power of attorney", clearly contradicting the truth and record displayed at all material relevant times, demonstrating Tavares was the sole president, manager, and legal authority for Tavares's Companies, and further showing the bogus attempts by Lehman, LKLSG, Fine, Abreu Jr., Almanza, Anzola-Robles, and others implicated, to falsely hijack Tavares's Companies to cover up the scheme upon the Miami Courts, see Record, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 8 ¶ 1.

Count 12(f) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely and disingenuously stating to the Miami Courts, as sworn officers of the courts, that, "An attorney does not automatically have the power to enter into a settlement agreement even if the attorney has good faith basis to believe he has that power. Absent clear and unequivocal authority, a binding settlement cannot be made on behalf of a client", clearly contradicting the record showing that, among other things, that Lehman, LKLSG, and others implicated, did knowingly and intentionally commit major frauds, subverting the Miami Courts to deprive and extort Tavares, Tavares's Companies, the State of Florida, and the United States of America, see Record, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 13 ¶ II. 1.

Count 12(g) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, "Here, the Plaintiffs have failed to demonstrate why Lehman was duty bound to follow Tavares alone, why the settlement was unauthorized, and why his own attorney was apparently powerless to stop these occurrences", as all relevant public records, legal retainer between Tavares and Lehman of November 12, 2008 with a Tavares retainer payment of \$10,000.00, see also Tavares, Lehman and LKLSG Retainer, Re: #70913-002, with Tavares issuing and signing a Retainer check #1001 from JP Morgan Chase Bank, on 3/18/2010 for \$7,500.00 (LKLSG ref. No. 00001747), and the truth, shows that Tavares was the sole manager, president, and legal authority for Tavares's Companies, the known fact that Lehman, LKLSG, with others implicated, secretly fabricated and used the facially bogus Limited POAs' to falsely, invalidly and fraudulently settle the case against Tavares's orders not to settle, and the known fact that other Tavares's attorneys were also implicated in the scheme, see Record, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Motion to Dismiss at 16 ¶ 1.

Count 13– Lehman, LKLSG, Klein Park & Lowe, and others implicated as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. See [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
14	August 9, 2013	<u>U. S. CODE TITLE 18</u> § 371 Conspiracy to Defraud the United States of America &	Thomas Ralph Lehman Thomas R. Lehman, P.A. Patrick J. Rengstl LKLSG, LLP Robert M. Klein Richard M. Jones M. Montane J. Pierson Klein Park & Lowe, P.L.
15		§ 241 Conspiracy Against Rights &	
16		§242 Deprivation of Rights Under Color of Law &	
17		§ 1346 Scheme/Artifice to Defraud Honest Services &	
18		§ 1961 <i>et seq.</i> – RICO &	
19		FLORIDA STATUTES - TITLE XLVI § 837.02 False Statements in an Official Proceeding &	
20	FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)		

On or about August 9, 2013, Lehman & LKLSG’s attorneys Richard M. Klein (“Klein”) (Florida Bar No. 230.022), and Richard Jones (“Jones”) (Florida Bar No. 59.097), at Klein Glasser Park Lowe & Pelstring, P.L. n/k/a Klein Park & Lowe, P.L., a Florida L.L.C. (“Klein Park & Lowe”) (Tax Id. #30-0631150) (SUNBIZ Document #L10000057766), file, as part of a scheme depriving and extorting Tavares of rights and properties, under color of law, a sham and contradictory “Answer and Affirmative Defenses to Plaintiff’s Second Amended Complaint” (“Lehman & LKLSG’s Answers and Defenses”), containing numerous statements that Lehman & LKLSG, and Klein Park & Lowe know to be false and contradictory to the facts and records displayed in the matter, in order to deprive, under color of law, Tavares and Tavares’s Companies’ Plaintiffs of rights and properties. *See* Lehman & LKLSG’s Defenses.

The Patently Willful False and Contradictory Statements by Lehman, LKLSG and Klein Park & Lowe to the Court in the Motion of June 21, 2013 to Dismiss Tavares and Tavares’s Companies’ Legal Lawsuit

1- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that: Brickell Village One, LLC owned an apartment complex; however, it is not a proper party to this suit as Tavares was removed from the company by the majority shareholder. *See* Lehman & LKLSG’s Answers and Defenses at 3 ¶ 8. a.

The record shows that Tavares was at all relevant times– and is, the sole owner of Brickell Village One. *See* Records.

2- Lehman, LKLSG, and Klein Park & Lowe, falsely and intentionally denies that: Tavares, at all relevant times was the sole manager and sole owner of Plaintiff Brickell Village One. *See* Lehman & LKLSG’s Answers and Defenses at 4 ¶ 8. c.

The record shows that Tavares was at all relevant times– and is, the sole owner of Brickell Village One. *See* Records.

3- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that they do not have knowledge that: From 2003 until the creation of the mortgages at issue below in 2003, the Brickell Village Property was owned by Plaintiff Brickell Village One and 2147 free and clear of any mortgages and had a value in excess of \$19 million. *See* Lehman & LKLSG's Answers and Defenses at 4 ¶ 8. d. Lehman and LKLSG knew, and had to know these facts since they had represented Tavares's Companies Brickell Village One, LLC, and 2147 S.W. 8 Street, LLC before the BRIDGELoAN case at issue, having accessed and reviewed all of Tavares's Companies' Corporate documents, mortgages, appraisals, and financial records for years, including, specifically for the aforesaid stated facts and record. *See* Records.

4- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that they do not have knowledge that: Tavares is a real estate developer who acquires property with equity investors and then works to create additional value for the property by developing the property or resale. *See* Lehman & LKLSG's Answers and Defenses at 4 ¶ 9. a. The record displayed, truth, and Lehman & LKLSG's own statements and pleadings on behalf of Tavares in the BRIDGELoAN styled case directly contradicts their bogus Answer. *See* Record.

5- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Tavares, at all relevant times was the president and sole director of Miami River Park Marina, Inc. ("MRPM"). *See* Lehman & LKLSG's Answers and Defenses at 4 ¶ 9. g. Lehman, LKLSG, and Klein Park & Lowe's intentional false statements contradict the truth and all records displayed, at all relevant times. *See* Record.

6- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Tavares was the president and sole director of all mortgagor companies, had been represented by Lehman for years, and had executed the Retainer Agreement, which reflected the common goal of all to defend the foreclosure, negotiate a work out, and if necessary, file bankruptcy proceedings to provide means, time, and leverage for sale or work out. *See* Lehman & LKLSG's Answers and Defenses at 7 ¶ 12. b. Lehman, LKLSG, and Klein Park & Lowe's intentional false statements contradict the Retainer Agreement signed by attorney Lehman and client Tavares, the truth and all records displayed, at all relevant times. *See* Record.

7- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: At the commencement, in the Retainer Agreement, and throughout the handling of the foreclosure proceedings, Defendant Lehman repeatedly advised Plaintiffs that bankruptcy proceedings could and would be filed to provide additional leverage, means, and time with which to resolve the underlying foreclosure issues, and in fact Lehman started the process of preparing the forms for the bankruptcy filing as such bankruptcy proceedings are one of the Defendant Lehman's primary specialties. *See* Lehman & LKLSG's Answers and Defenses at 7 ¶ 13. Lehman, LKLSG, and Klein Park & Lowe's intentional and intentionally false statements contradict the truth and all records displayed, including e-mails of February 2011, between Lehman, LKLSG and Tavares exchanging bankruptcy schedules for Tavares's Companies Defendants, and at all other relevant times. Further, Lehman, LKLSG, and Klein Park & Lowe's contradict their statements on Lehman & LKLSG's Answers and Defenses at 5 ¶ 9 e, that, Lehman was brought in by Tavares, referred by Tavares's attorney Marco E. Rojas, as a bankruptcy special counsel to assist Tavares's company to buy the MRPM's 9 Acres Property from a Bankruptcy Trustee, Alan L Goldberg, for Consolidated Yacht Corporation, a Florida Corp. ("Consolidated") (Tax Id. 65-0242347 (SUNBIZ Document #S28046), having Ross R. Hartog ("Hartog") (Florida Bar No.272.360), as Consolidated's Registered Agent. *See* Record.

8- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that: The amended complaint sought relief and damages from Bridgeloan based on allegations of breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, tortious interference, and failure to preserve the collateral, by disingenuously answering that, the amended complaint speaks for itself. See Lehman & LKLSG's Answers and Defenses at 8 ¶ 14 b.

The record, facts, and truth, show that Lehman, LKLSG, and Klein Park & Lowe know that is true, but choose to intentionally omit the truth and facts displayed. See Record.

9- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: In February 2011, Defendant Lehman for the first time advised Plaintiff Tavares that he had a conflict of interest and could not represent both Tavares individually and the underlying business Defendants, Brickell Village, 2147, and MRPM, and that Plaintiff Tavares would have to retain separate counsel to represent him personally. See Lehman & LKLSG's Answers and Defenses at 8 ¶ 16 a.

Lehman, LKLSG, and Klein Park & Lowe's false denial contradicts the truth and records displayed. See Record.

10- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: That, as a result of Lehman's withdraw of representation of Tavares in mid-February 2011, Tavares was forced to retain a separate counsel to represent himself individually, only a few weeks before trial, without sufficient time for new counsel to prepare for trial. See Lehman & LKLSG's Answers and Defenses at 9 ¶ 16 e.

Lehman, LKLSG, and Klein Park & Lowe's false denial contradicts the truth, facts, and record displayed and the docket in the underlying BRIDGELoAN case. See Record.

11- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman and LKLSG, nevertheless, continued the representation of both the Tavares companies, Plaintiffs Brickell Village and 2147, although Lehman & LKLSG continued to take orders from the Dantas company or its counsel, continued to be paid by Dantas or his company, and continued to be loyal to the Dantas company MRPM. See Lehman & LKLSG's Answers and Defenses at 10 ¶ 16 g.

Lehman, LKLSG, and Klein Park & Lowe's false denial contradicts the truth, facts, and record displayed and the docket in the underlying BRIDGELoAN case, showing, among other things, that Lehman & LKLSG were "bought", betraying the longtime client Tavares and Tavares' Companies for ulterior reasons to be shown. See Record.

12- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Yet, during this entire time through and including settlement and capitulation to the full final foreclosure judgment addressed below, Tavares was the sole manager, president, and director of all mortgagor companies and the sole owner of the parent companies Brickell Village and 2147. See Lehman & LKLSG's Answers and Defenses at 10 ¶ 16 h.

Lehman, LKLSG, and Klein Park & Lowe's willful false statements contradicts the truth and all records.

13- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: The case did not settle at mediation, but shortly thereafter Lehman advised Tavares that the case was being settled for Brickell Village, 2147, and MRPM, with an agreed final judgment of foreclosure, although Tavares by then was neither individually nor on behalf of Plaintiffs Brickell Village or 2147 involved with the negotiations, privy to, or authorized the settlement. See Lehman & LKLSG's Answers and Defenses at 10 ¶ 17 b.

Lehman, LKLSG, and Klein Park & Lowe's willful false statements contradicts the truth and all records.

14- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Tavares advised Lehman that he had not and would not authorize the settlement, either personally or on behalf Brickell Village or 2147, and instructed Lehman to propose a different settlement with a one year redemption option or to file for bankruptcy proceedings Lehman had assured would provide further leverage, means, and time for settlement with Bridgeloan and/or sale of the properties. *See* Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 c.

Lehman, LKLSG, and Klein Park & Lowe's willful false statements contradicts the truth and all records, including but not to, e-mail records between client Tavares, and his attorneys Lehman and LKLSG.

15- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that: Lehman & LKLSG were following the instructions of individuals who had the power to bind the corporations. *See* Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 d.

Lehman, LKLSG, and Klein Park & Lowe's willful false statements contradicts the truth and all records, showing that Tavares, and Tavares only, is, at all relevant times, the sole president, manager, and legal authority of Tavares's Companies Defendants Brickell Village, and 2147, further shown on Lehman, LKLSG, and others implicated, conscious of guilt by secretly fabricating the false, invalid and fraudulent POAs' for Tavares's Companies, and secretly negotiating a settlement depriving and extorting Tavares and Tavares's Companies. *See* Record.

16- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Tavares advised Lehman that the purported power of attorney was invalid and executed by one without any authority to act for Brickell Village, as Tavares was the manager, the controlling authority, and owner of Brickell Village and 2147 through his ownership of the underlying parent companies. *See* Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 e.

Tavares did advise and communicated to Lehman that the POAs' for Tavares's Companies were invalid and fraudulent, and Lehman and LKLSG knew, at all relevant times, that Tavares, and Tavares only, had the sole legal authority for Tavares's Companies Defendants Brickell Village and 2147. *See* Record.

17- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Nevertheless, Lehman stood his ground and completed the settlement and agreed final judgment of foreclosure, even though the most cursory review of the Secretary of State records and factual history between Tavares and Lehman would show Tavares to be the manager of Brickell Village, rather than blindly rely on the word of those with whom Tavares was in conflict. *See* Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 f.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

18- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman then went about attempting to persuade Tavares to authorize the settlement with improper and coercive advice as set forth below. *See* Lehman & LKLSG's Answers and Defenses at 12 ¶ 17 g.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

19- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states that: Tavares actually had no authority to speak for Brickell Village as he was a minority shareholder of the company. *See* Lehman & LKLSG's Answers and Defenses at 12 ¶ 18 a.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records, factual history and the truth, showing, among other things, that, Tavares – and Tavares only was the sole president, manager, and legal authority to speak on behalf of Tavares's Companies Brickell Village and 2147, and at all relevant times, was – and is, the sole shareholder of Tavares's Companies Brickell Village and 2147. *See* Record.

20- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman, for the first time, provided Tavares with a purported power of attorney for Brickell Village providing Dantas representative with the authority to act for Brickell Village, but only at mediation, which power of attorney as to Brickell Village was invalid and executed by one without any authority to act for Brickell Village. *See* Lehman & LKLSG’s Answers and Defenses at 12 ¶ 18 b.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

21- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman advised Tavares that he was taking orders from others at Brickell Village. *See* Lehman & LKLSG’s Answers and Defenses at 12 ¶ 18 c.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

22- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman advised Tavares that he would not follow instructions of Tavares even though the records of Secretary of State of Florida and the long history between Tavares and Lehman reflected that Tavares was the only person with authority to act and instruct on behalf of Brickell Village. *See* Lehman & LKLSG’s Answers and Defenses at 12 ¶ 18 d.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

23- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman threatened Tavares with going forward with the trial and that Tavares should appear at the trial the very next day to testify about the foreclosure complaint and counterclaim, even though there had been no adequate preparation and Defendant Lehman was completely unprepared to try the case. *See* Lehman & LKLSG’s Answers and Defenses at 13 ¶ 18 e.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

24- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman advised and threatened Tavares that he had to settle or else a deficiency judgment would be entered against him. *See* Lehman & LKLSG’s Answers and Defenses at 13 ¶ 18 f.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

25- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Lehman advised Tavares that he refused to file any bankruptcy because the case had been “settled”. *See* Lehman & LKLSG’s Answers and Defenses at 13 ¶ 18 g.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

26- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: There was no “settlement” , as Tavares was told, but Defendant Lehman and others working with/or instructing him simply capitulated to a foreclosure judgment for the total amount owed, and in fact more than was owed, to Bridgeloan for ulterior reasons and motives to be determined. *See* Lehman & LKLSG’s Answers and Defenses at 13 ¶ 20 a.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

27- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: In fact, the capitulated foreclosure judgment was for an amount far in excess of the amount owed under the Mortgage in the amount of approximately 6 months of default interest estimated to be approximately \$1.2M., which was easily ascertainable by Lehman based merely on the foreclosure complaint, default notice, and payment records being completely inconsistent with the Bridgeloan affidavit. See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 b.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

28- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: The foreclosure judgment was divided into separate judgments, sales, and amounts for each of the Miami River and Brickell Village properties with the vast majority of the judgment allocated to the secondary, accommodation security of the Brickell Village Property owned by Tavares or his companies, rather than the primary purchase money security of the Miami River Property owned by Dantas. See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 c.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

29- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Consistent with previous advice, Retainer Agreement, and assurances with Plaintiffs, Lehman could and should have filed bankruptcies prior to the trial or even after the trial until the foreclosure sale in order to provide leverage, means, and time for resolution and/or sale of the properties valued far in excess of the debt. See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 e.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

30- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: A cursory review of the records of the Secretary of State and the long history between Tavares and Lehman would have shown that Tavares and no others had the authority to speak and instruct for Plaintiffs Brickell Village and 2147. See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 f.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

31- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: A proper review and investigation of the limited power of attorney for Brickell Village and the underlying entities and ownership would have shown the power of attorney to be invalid and would have shown none other than Tavares to have authority to speak and instruct for Brickell Village, rather than blindly rely on the representations of Dantas and his counsel. See Lehman & LKLSG's Answers and Defenses at 15 ¶ 20 g.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

32- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: As a result of the attorney/ client relationship between the parties, Defendants had the duty to represent Plaintiffs with the reasonable care, skill and diligence possessed and exercised by reasonably prudent attorneys and law firms in similar circumstances in the South Florida legal community.

See Lehman & LKLSG's Answers and Defenses at 15 ¶ 21.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

33- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to follow the instructions of Brickell Village and 2147, to file the bankruptcy before the trial or before the foreclosure sale. See Lehman & LKLSG's Answers and Defenses at 15 ¶ 22; *Id.* at 23 a.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

34- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by failing to file the bankruptcy before capitulating to the foreclosure judgment. See Lehman & LKLSG's Answers and Defenses at 15 ¶ 23 b.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

35- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to advise Brickell Village and 2147 that the bankruptcy could be filed after the trial and before the foreclosure sale. See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 c.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

36- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, capitulating to the foreclosure judgment in excess of the amount owed, when they knew or should have known from the Complaint, default notice, and payment records that the Bridgeloan Affidavit to support the judgment was erroneous. See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 d.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

37- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, allowing excessive default interest of approximately \$1.2M to be charged to Brickell Village and 2147 in the final judgment, thus rendering the ability and cost of redemption to be excessive. See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 e.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

38- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, persuading Tavares, on behalf of Brickell Village and 2147, to capitulate to the foreclosure judgment under the improper advice that Bridgeloan would seek and be entitled to a deficiency judgment. See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 f.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

39- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to provide proper legal advice to Tavares, on behalf of Plaintiffs Brickell Village and 2147, about the legal entitlement and intentions of Bridgeloan for a deficiency judgment as to all Plaintiffs based on the appraised values of the Brickell Village and Miami River properties far exceeding the debt. *See* Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 g. Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

40- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, taking instructions to capitulate to the foreclosure judgment and not file the bankruptcy from persons not having authority to instruct for Brickell Village. *See* Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 h. Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

41- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, taking instructions to capitulate to the foreclosure judgment and not file the bankruptcy for Brickell Village from persons not authorized pursuant to the records of the Secretary of State. *See* Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 i. Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

42- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to review, investigate, and determine that only Tavares had the authority to speak and instruct for Brickell Village and 2147. *See* Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 j. Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

43- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, carelessly and negligently relying on the bogus power of attorney for Brickell Village. *See* Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 k. Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See* Record.

44- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, agreeing to the settlement and final judgment allocating most of the debt to be foreclosed to the accommodation Brickell Village Property owned and controlled by Plaintiffs, rather than to the Miami River Property, owned and controlled by Dantas company MRPM. *See* Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 l.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

45- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to properly prepare for trial, particularly on the Counterclaim. *See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 m.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

46- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to demand trial by jury on the Counterclaim. *See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 n.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

47- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, advising Tavares, on behalf of Brickell Village and 2147, to either authorize the settlement or show up at trial to testify the very next day without any preparation. *See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 o.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

48- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to file for bankruptcy before the sale rather than rely on unauthorized instructions not to do so, provided proper legal advice regarding the deficiency, followed the instructions of the only person with authority, properly investigated and determined the validity of the power of attorney and the person with authority to instruct regarding the settlement, properly prepared for trial, and demanded the trial by jury on the counterclaim, Plaintiffs would have had leverage, means, time to sell the Brickell Village Property, to resolve the Brickell Village Property issues in accordance with its value, and to avoid the disparate amount allocated to the Brickell Village Property in the foreclosure judgment. *See Lehman & LKLSG's Answers and Defenses at 18 ¶ 24.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

49- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, as a direct and proximate result of the negligence and malpractice, Plaintiffs Brickell Village and 2147 have been damaged by the loss of the Brickell Village Property and loss of its value, by the loss of the damages they should and would have recovered against Bridgeloan, and other general, consequential, and incidental damages to be determined, plus interest. *See Lehman & LKLSG's Answers and Defenses at 18 ¶ 25.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

50- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, giving Tavares improper advice that Bridgeloan would seek and be entitled to a deficiency judgment against him. *See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 a.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

51- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, telling Tavares to appear the next day to try the case. *See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 b.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

52- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to file the bankruptcy for Tavares' company, Brickell Village, which he had always assured Tavares would be filed in order to protect Tavares' interest in the company. *See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 c.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

53- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, continuing to represent and follow the instructions of the adversary of Tavares in the face of the direct, clear, and non-waivable conflict of interest to the prejudice of Tavares and his companies. *See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 d.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

54- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, withdrawing from representation of Tavares in mid-February 2011, only a few weeks before the scheduled trial, the defense and counterclaim on behalf of Tavares had not been prepared for trial and there was insufficient time for new counsel to prepare for trial. *See Lehman & LKLSG's Answers and Defenses at 19 ¶ 28.*

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. *See Record.*

55- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, denying that in addition to the negligent and careless representation and advice he continued to give to Tavares after the purported withdrawal in February

2011, Lehman had already negligently and carelessly represented Tavares by the time of the withdrawal by failing to prepare for the trial in the defense and counterclaim by the time of the withdrawal. See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 a.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

56- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to leave sufficient time after the withdrawal for new counsel to prepare for the trial on the defense and counterclaim. See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 b.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

57- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to recognize the clear conflict of interest much earlier and so advise Tavares in time for him to retain separate counsel to prepare for trial on the defense and counterclaim. See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 c.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

58- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, as a direct and proximate result of the negligence and malpractice, Plaintiff Tavares was damaged by the loss of his interest in the Brickell Village Property and the loss of its value, by the loss of his investment of time and expense in both the Brickell Village Property and the Miami River Property, by the loss of his payments to Defendants for representation, by the loss of the damages he should and would have recovered against Bridgeloan, and other general, consequential, and incidental damages to be determined, plus interest. See Lehman & LKLSG's Answers and Defenses at 20 ¶ 30.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

59- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, based on the attorney client relationship, Defendants were the fiduciaries of Plaintiffs and owed the fiduciary duties of honesty, loyalty and good faith and the duty of fair dealing and full disclosure at all time during the relationship and even after the withdrawal from the direct representation of Tavares personally. See Lehman & LKLSG's Answers and Defenses at 21 ¶ 32.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

60- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, the fiduciary duty inured not only to the principal client of Lehman, namely the Dantas company MRPM, but also to the accommodation guarantor Tavares and Brickell Village and 2147, who provided the additional security of the Brickell Village Property. See Lehman & LKLSG's Answers and Defenses at 21 ¶ 33.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth, and the historical fact that Tavares – and Tavares only, was the client. See Record.

61- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, Yet, Lehman followed the instructions of an gave his loyalty to the Dantas company MRPM who was paying the bills, and not to Tavares and his companies Brickell Village and 2147. See Lehman & LKLSG's Answers and Defenses at 21 ¶ 34.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

62- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, Moreover, once the interest of Dantas and his company MRPM and Plaintiffs, Tavares, Brickell Village, and 2147 became directly adverse with the filing of the Third Party Complaint, Lehman had a non-waivable conflict of interest; yet he continued to represent Tavares until February 2011 and thereafter as set forth in Count II and continues to represent Brickell Village and 2147 until the end of the foreclosure to their prejudice and detriment. See Lehman & LKLSG's Answers and Defenses at 21 ¶ 35.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth, showing, that Lehman fraudulently represented Tavares's Companies Brickell Village and 2147, in order to willfully obstruct justice, impede Tavares's efforts to find a relief, and cover up the scheme, under color of law, depriving and extorting Tavares, well beyond the bogus foreclosure judgment of April 8, 2011, as Lehman and LKLSG, invalidly and fraudulently stayed in an unauthorized and fraudulent representation, after being fired by Tavares and Tavares's Companies, and after a Bar Complaint, see Bar Complaint No. 2011-71,18(III), only withdrawing on November 8, 2012, after Tavares's attorneys at Buchanan Ingersoll & Rooney ("Buchanan Ingersoll") file a Motion to Reopen the BRIDGELOAN case due to frauds by the attorneys and others implicated, on October 19, 2012, See Lehman & LKLSG's Motion to Withdraw of October 26, 2012, and noticing a hearing on the motion for November 8, 2012. See Records.

63- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely denies that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, The conflict of interest ultimately manifested itself in the capitulated foreclosure judgment, which was clearly the product of an undisclosed side deal as evidenced by: a. The facial absurdity of the judgment itself, which not only “settled” the case with a capitulation to a full final judgment foreclosure judgment, but also agreed to amounts owed in excess of the mortgage debt to reduce the opportunity and increase the cost of redemption; b. The refusal to file bankruptcy proceedings as discussed throughout, including in the Retainer Agreement, but instead the capitulation to a final judgment in excess of the debt; c. The allocation of the lion’s share of the mortgage debt to the accommodation mortgagor and property owned by the Tavares companies, Brickell Village and 2147, and the balance to the Dantas’ company, MRPM, and the purchase money Miami River Property, which greatly reduced the opportunity and increased the cost of redemption for Tavares and his companies; d. The advise that Lehman had to consult with his “clients” to determine if the Tavares suggestion of a one year redemption period would be acceptable, because there would be a legitimate basis to oppose such an idea rather than a side deal for the benefit of Dantas and his company; e. The cumulative effect of all these undeniable facts is that no reasonable inference can be drawn other than an undisclosed side deal for Dantas or his company. See Lehman & LKLSG’s Answers and Defenses at 21 ¶ 36 a, b, c, d, and e.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

64- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Charles Tavares, though his attorney, Larry Stumpf, represented that he accepted the settlement entered into in the Bridgeloan foreclosure action. This is confirmed and verifiable through multiple witnesses, emails, and letters. The Defendants relied upon Tavares’ representation of acceptance and took position in the Bridgeloan litigation consistent with those statements. Tavares is now claiming that he never agreed to the settlement and is suing the Defendants after accepting the agreement. Tavares is equitably stopped from raising this argument after taking the contrary position in the court below. See Lehman & LKLSG’s Affirmative Defenses - Estoppel at 24.

65- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, Yet, Lehman followed the instructions of an gave his loyalty to the Dantas company MRPM who was paying the bills, and not to Tavares and his companies Brickell Village and 2147. See Lehman & LKLSG’s Answers and Defenses at 21 ¶ 34.

Lehman, LKLSG, and Klein Park & Lowe directly contradicts all records and the truth. See Record.

66- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Charles Tavares had his own counsel when the underlying lawsuit was settled. Yet he took no action during the course of the settlement process to set aside the agreement or void the foreclosure judgment; nor did his attorney. Assuming Tavares had a legal right to act, his failure to do so, despite claiming a legal right to act, constitutes a waiver. See Lehman & LKLSG's Affirmative Defenses - Waiver at 24.

Lehman & LKLSG false statements directly contradicts the record showing that, at all relevant times, Lehman & LKLSG were representing Tavares's Companies Brickell Village and 2147, including during the bogus mediation of March 29, 2011, and all "settlement" proceedings, albeit on February 17, 2011, Tavares replaced Lehman & LKLSG, as his personal attorneys, with the law firm of Black Srebnick Kornspan & Sumpf, P.A. ("Black Srebnick"), see Docket BRIDGELoAN Case No. 2009-93058-CA-30, which, Black Srebnick, it is now demonstrated, had also betrayed the client Tavares, joining the scheme, and further extorting the unsuspecting client Tavares. See Record. Apparently, in desperation to consummate the scheme depriving and extorting Tavares and Tavares's Companies of properties and rights, it is now demonstrated – from records obtained in this matter, that Lehman & LKLSG, started the artifice of secretly fabricating, on February 21, 2011, the bogus POAs' for Tavares's Companies that Lehman & LKLSG, and others fabricated, to secretly, invalidly and fraudulently engage in a bogus settlement against Tavares's knowledge, or orders not to settle, and instead to file bankruptcy proceedings. See LKLSG's E-mail Records. The record shows that Tavares, as he started to uncover the unprecedented scheme by his own longtime²⁶ attorney Lehman, together with others implicated, vehemently and expressly opposing the "proposed" settlement, or any other settlement, including while attending the Mediation of March 29, 2011, when Tavares refused the offer for settlement from BRIDGELoAN – and the case was not "settled" at mediation, and in later communications and e-mails to Lehman, LKLSG, and Black Srebnick, as Tavares knew – an the current appraisals showing to all that, the two separate properties, Brickell Village and 2147, and the MRPM's properties, were worth well over \$50 million, and with a proper legal representation, and a bankruptcy filing for Tavares's companies, would have allowed proper time to save millions of dollars in excess equity from the \$12 million debt to BRIDGELoAN. After the consummation, of the bogus settlement by Lehman & LKLSG, and others implicated, in an unnoticed and bogus legal proceeding of April 8, 2011, Lehman & LKLSG, intentionally and willfully, continued in an unauthorized representation of Tavares's Companies Brickell Village and 2147, to impede and obstruct justice, so to deny Tavares any relief, despite Tavares' claims to all of frauds based on Tavares' limited uncovering of the facts at the time, showing no "waiver".

Lehman, LKLSG, and Klein Park & Lowe know, and the record manifestly demonstrates beyond any shred of doubt that, Lehman & LKLSG, together with others implicated, systematically and continuously, deprived and extorted Tavares of his rights and properties, under color of law, and as Tavares started to uncover the scheme, they viciously retaliated, coercing, threatening, depriving and extorting Tavares, to silence Tavares, and cover up their unprecedented criminal scheme upon the courts. See Record.

²⁶ Implicated attorney Marco E. Rojas, first introduced Lehman, as a bankruptcy specialized attorney, in early 2005, when Tavares and Tavares's Company International Business & Assets Consultants, Inc. ("International Business") engaged Lehman to help Tavares in the acquisition of the MRPM Property. See Tavares's International Business and Lehman's Retainer Agreement of 2005, Ref. #71094-002. Since then, Lehman continued to represent Tavares's Companies, and personally befriending Tavares and his wife, including having numerous dinners together with his wife Amy Lehman, including at Tavares's Penthouse 1, at 214 SE 14 Street, Miami, Florida 33131, in order to gain Tavares's trust in order to deprive and extort the unsuspecting trusting client Tavares. See Record.

67- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Charles Tavares is claiming that he is the owner, director, and sole managing member of Brickell Village One, LLC and 2147 S.W. 8th Street. Tavares, however, was ousted from both companies and was *never* the controlling shareholder of either entity. As a result, Tavares has no authority to direct a suit on behalf of either entity and lacks standing as a corporate representative. See Lehman & LKLSG's Affirmative Defenses - Standing at 25.

Klein Park & Lowe's completely false and absurd statements that Tavares was never the controlling shareholder of Tavares's Companies Brickell Village and 2147, directly contradicts the truth, historical facts, and known public and official records, clearly showing that, among other things, Klein Park & Lowe is not simply representing their clients Lehman & LKLSG, but indeed, they are clearly engaged in the scheme, knowingly and intentionally making patently false and contradictory statements on the record to, *inter alia*, obstruct justice, deprive and extort, under color of law, as officers of the courts, Tavares of properties and rights. See Record.

68- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Tavares waited months after the foreclosure suit was completed and the property was sold before raising a claim that no authority existed to enter into the settlement. Tavares sat on his rights and is now making an extraordinary damage claim against the Defendants. His lawsuit is barred by the doctrine of laches as it is inequitable to subject the Defendants to a damage claim was magnified substantially when Tavares had the power to minimize it- assuming the validity of Tavares theory that he had exclusive power to bind the corporations. See Lehman & LKLSG's Affirmative Defenses - Laches at 25.

Lehman, LKLSG, and Klein Park & Lowe's bogus statements of defense, directly contradicts the truth, historical facts, and known public and official records, clearly showing that, among other things, Tavares, immediately after uncovering the bogus secret settlement discussions by his own attorneys, among others, Lehman & LKLSG, started vehemently protesting their improper actions, exposing, seeking all relief available to him at all times relevant, as Lehman, LKLSG, and others implicated, kept obstructing justice, depriving and extorting, preventing Tavares from proper relief under the law. See Record.

69- Lehman, LKLSG, and Klein Park & Lowe, knowingly and intentionally falsely states, as part of the scheme depriving and extorting Tavares, under color of law, in their Affirmative Defenses, that: Charles Tavares did not have privity of contract with Tom Lehman at the time of the acts described in the second amended complaint. As a result, there was no corresponding duty owed to Tavares. See Lehman & LKLSG's Affirmative Defenses – No Privity of Contract at 25.

Lehman, LKLSG, and Klein Park & Lowe's bogus statements of defense, directly contradicts the truth, historical facts, and known public and official records, clearly showing that, among other things, Tavares, and Tavares's Companies, Brickell Village and 2147, at all relevant times, was the client, and Lehman & LKLSG owed a fiduciary duty to act property, diligently, and honestly with Tavares and Tavares's Companies. See Record.

COUNTS

Count 14- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 15- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.*, U.S. Const., Amend. XIV.

Count 16- Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 17- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 18- At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* *See, e.g.*, the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 19(a) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that; Brickell Village One, LLC owned an apartment complex; however, it is not a proper party to this suit as Tavares was removed from the company by the majority shareholder, in violation of, §837.02, F.S. (Perjury in Official Proceeding). *See* Lehman & LKLSG's Answers and Defenses at 3 ¶ 8 a.,

Count 19(b) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that; Tavares, at all relevant times was the sole manager and sole owner of Plaintiff Brickell Village One, in violation of, §837.02, F.S. (Perjury in Official Proceeding). *See* Lehman & LKLSG's Answers and Defenses at 4 ¶ 8. b.

Count 19(c) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, from 2003 until the creation of the mortgages at issue below in 2003, the Brickell Village Property was owned by Plaintiff Brickell Village One and 2147 free and clear of any mortgages and had a value in excess of \$19 million, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 4 ¶ 8. d.

Count 19(d) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, Tavares is a real estate developer who acquires property with equity investors and then works to create additional value for the property by developing the property or resale, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 4 ¶ 9. a.

Count 19(e) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, Tavares, at all relevant times was the president and sole director of Miami River Park Marina, Inc. ("MRPM"), in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 4 ¶ 9. g.

Count 19(f) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, Tavares was the president and sole director of all mortgagor companies, had been represented by Lehman for years, and had executed the Retainer Agreement, which reflected the common goal of all to defend the foreclosure, negotiate a work out, and if necessary, file bankruptcy proceedings to provide means, time, and leverage for sale or work out, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 7 ¶ 12. b.

Count 19(g) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, At the commencement, in the Retainer Agreement, and throughout the handling of the foreclosure proceedings, Defendant Lehman repeatedly advised Plaintiffs that bankruptcy proceedings could and would be filed to provide additional leverage, means, and time with which to resolve the underlying foreclosure issues, and in fact Lehman started the process of preparing the forms for the bankruptcy filing as such bankruptcy proceedings are one of the Defendant Lehman's primary specialties, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 7 ¶ 13.

Count 19(h) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, failing to be truthful to the record shown to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, The amended complaint sought relief and damages from Bridgeloan based on allegations of breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, tortious interference, and failure to preserve the collateral, by disingenuously answering that, the amended complaint speaks for itself, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 8 ¶ 14 b.

Count 19(i) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that; they had no knowledge that, In February 2011, Defendant Lehman for the first time advised Plaintiff Tavares that he had a conflict of interest and could not represent both Tavares individually and the underlying business Defendants, Brickell Village, 2147, and MRPM, and that Plaintiff Tavares would have to retain separate counsel to represent him personally, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 8 ¶ 16 a.

Count 19(j) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, That, as a result of Lehman's withdraw of representation of Tavares in mid-February 2011, Tavares was forced to retain a separate counsel to represent himself individually, only a few weeks before trial, without sufficient time for new counsel to prepare for trial, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 9 ¶ 16 e.

Count 19(k) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman and LKLSG, nevertheless, continued the representation of both the Tavares companies, Plaintiffs Brickell Village and 2147, although Lehman & LKLSG continued to take orders from the Dantas company or its counsel, continued to be paid by Dantas or his company, and continued to be loyal to the Dantas company MRPM, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 10 ¶ 16 g.

Count 19(l) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Yet, during this entire time through and including settlement and capitulation to the full final foreclosure judgment addressed below, Tavares was the sole manager, president, and director of all mortgagor companies and the sole owner of the parent companies Brickell Village and 2147, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 10 ¶ 16 h.

Count 19(m) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, The case did not settle at mediation, but shortly thereafter Lehman advised Tavares that the case was being settled for Brickell Village, 2147, and MRPM, with an agreed final judgment of foreclosure, although Tavares by then was neither individually nor on behalf of Plaintiffs Brickell Village or 2147 involved with the negotiations, privy to, or authorized the settlement, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 10 ¶ 17 b.

Count 19(n) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Tavares advised Lehman that he had not and would not authorize the settlement, either personally or on behalf Brickell Village or 2147, and instructed Lehman to propose a different settlement with a one year redemption option or to file for bankruptcy proceedings Lehman had assured would provide further leverage, means, and time for settlement with Bridgeloan and/or sale of

the properties, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 c.

Count 19(o) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman & LKLSG were following the instructions of individuals who had the power to bind the corporations, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 d.

Count 19(p) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Tavares advised Lehman that the purported power of attorney was invalid and executed by one without any authority to act for Brickell Village, as Tavares was the manager, the controlling authority, and owner of Brickell Village and 2147 through his ownership of the underlying parent companies, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 e.

Count 19(q) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Nevertheless, Lehman stood his ground and completed the settlement and agreed final judgment of foreclosure, even though the most cursory review of the Secretary of State records and factual history between Tavares and Lehman would show Tavares to be the manager of Brickell Village, rather than blindly rely on the word of those with whom Tavares was in conflict, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 11 ¶ 17 f.

Count 19(r) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman then went about attempting to persuade Tavares to authorize the settlement with improper and coercive advice as set forth below, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 12 ¶ 17 g.

Count 19(s) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Tavares actually had no authority to speak for Brickell Village as he was a minority shareholder of the company, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 12 ¶ 18 a.

Count 19(t) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman, for the first time, provided Tavares with a purported power of attorney for Brickell Village providing Dantas representative with the authority to act for Brickell Village, but only at mediation, which power of attorney as to Brickell Village was invalid and executed by one without any authority to act for Brickell Village, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 12 ¶ 18 b.

Count 19(u) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman advised Tavares that he was taking orders from others at Brickell Village, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 12 ¶ 18 c.

Count 19(v) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman advised Tavares that he would not follow instructions of Tavares even though the records of Secretary of State of Florida and the long history between Tavares and Lehman reflected that Tavares was the only person with authority to act and instruct on behalf of Brickell Village, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 12 ¶ 18 d.

Count 19(w) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman threatened Tavares with going forward with the trial and that Tavares should appear at the trial the very next day to testify about the foreclosure complaint and counterclaim, even though there had been no adequate preparation and Defendant Lehman was completely unprepared to try the case, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 13 ¶ 18 e.

Count 19(x) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman advised and threatened Tavares that he had to settle or else a deficiency judgment would be entered against him, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 13 ¶ 18 f.

Count 19(y) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Lehman advised Tavares that he refused to file any bankruptcy because the case had been "settled", in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 13 ¶ 18 g.

Count 19(z) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, There was no "settlement" , as Tavares was told, but Defendant Lehman and others working with/or instructing him simply capitulated to a foreclosure judgment for the total amount owed, and in fact more than was owed, to Bridgeloan for ulterior reasons and motives to be determined, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 13 ¶ 20 a.

Count 19(aa) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, In fact, the capitulated foreclosure judgment was for an amount far in excess of the amount owed under the Mortgage in the amount of approximately 6 months of default interest

estimated to be approximately \$1.2M., which was easily ascertainable by Lehman based merely on the foreclosure complaint, default notice, and payment records being completely inconsistent with the Bridgeloan affidavit, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 b.

Count 19(ab) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, The foreclosure judgment was divided into separate judgments, sales, and amounts for each of the Miami River and Brickell Village properties with the vast majority of the judgment allocated to the secondary, accommodation security of the Brickell Village Property owned by Tavares or his companies, rather than the primary purchase money security of the Miami River Property owned by Dantas, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 c.

Count 19(ac) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Consistent with previous advice, Retainer Agreement, and assurances with Plaintiffs, Lehman could and should have filed bankruptcies prior to the trial or even after the trial until the foreclosure sale in order to provide leverage, means, and time for resolution and/or sale of the properties valued far in excess of the debt, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 e.

Count 19(ad) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, A cursory review of the records of the Secretary of State and the long history between Tavares and Lehman would have shown that Tavares and no others had the authority to speak and instruct for Plaintiffs Brickell Village and 2147, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 14 ¶ 20 f.

Count 19(ae) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, A proper review and investigation of the limited power of attorney for Brickell Village and the underlying entities and ownership would have shown the power of attorney to be invalid and would have shown none other than Tavares to have authority to speak and instruct for Brickell Village, rather than blindly rely on the representations of Dantas and his counsel, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 15 ¶ 20 g.

Count 19(af) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, As a result of the attorney/ client relationship between the parties, Defendants had the duty to represent Plaintiffs with the reasonable care, skill and diligence possessed and exercised by reasonably prudent attorneys and law firms in similar circumstances in the South Florida legal community, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 15 ¶ 21.

Count 19(ag) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to follow the instructions of Brickell Village and 2147, to file the bankruptcy before the trial or before the foreclosure sale, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 15 ¶ 22; *Id.* at 23 a.

Count 19(ah) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by failing to file the bankruptcy before capitulating to the foreclosure judgment, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 15 ¶ 23 b.

Count 19(ai) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to advise Brickell Village and 2147 that the bankruptcy could be filed after the trial and before the foreclosure sale, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 c.

Count 19(aj) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, capitulating to the foreclosure judgment in excess of the amount owed, when they knew or should have known from the Complaint, default notice, and payment records that the Bridgeloan Affidavit to support the judgment was erroneous, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 d.

Count 19(ak) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, allowing excessive default interest of approximately \$1.2M to be charged to Brickell Village and 2147 in the final judgment, thus rendering the ability and cost of redemption to be excessive, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 e.

Count 19(al) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman

Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, persuading Tavares, on behalf of Brickell Village and 2147, to capitulate to the foreclosure judgment under the improper advice that Bridgeloan would seek and be entitled to a deficiency judgment, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 f.

Count 19(am) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to provide proper legal advice to Tavares, on behalf of Plaintiffs Brickell Village and 2147, about the legal entitlement and intentions of Bridgeloan for a deficiency judgment as to all Plaintiffs based on the appraised values of the Brickell Village and Miami River properties far exceeding the debt, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 g.

Count 19(an) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, taking instructions to capitulate to the foreclosure judgment and not file the bankruptcy from persons not having authority to instruct for Brickell Village, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 16 ¶ 23 h.

Count 19(ao) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, taking instructions to capitulate to the foreclosure judgment and not file the bankruptcy for Brickell Village from persons not authorized pursuant to the records of the Secretary of State, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 i.

Count 19(ap) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to review, investigate, and determine that only Tavares had the authority to speak and instruct for Brickell Village and 2147, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 j.

Count 19(aq) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman

Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, carelessly and negligently relying on the bogus power of attorney for Brickell Village, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 k.

Count 19(ar) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, agreeing to the settlement and final judgment allocating most of the debt to be foreclosed to the accommodation Brickell Village Property owned and controlled by Plaintiffs, rather than to the Miami River Property, owned and controlled by Dantas company MRPM, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 l.

Count 19(as) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to properly prepare for trial, particularly on the Counterclaim, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 m.

Count 19(at) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to demand trial by jury on the Counterclaim, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 n.

Count 19(au) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, advising Tavares, on behalf of Brickell Village and 2147, to either authorize the settlement or show up at trial to testify the very next day without any preparation, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 17 ¶ 23 o.

Count 19(av) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to file for bankruptcy before the sale

rather than rely on unauthorized instructions not to do so, provided proper legal advice regarding the deficiency, followed the instructions of the only person with authority, properly investigated and determined the validity of the power of attorney and the person with authority to instruct regarding the settlement, properly prepared for trial, and demanded the trial by jury on the counterclaim, Plaintiffs would have had leverage, means, time to sell the Brickell Village Property, to resolve the Brickell Village Property issues in accordance with its value, and to avoid the disparate amount allocated to the Brickell Village Property in the foreclosure judgment, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 18 ¶ 24.

Count 19(ax) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, as a direct and proximate result of the negligence and malpractice, Plaintiffs Brickell Village and 2147 have been damaged by the loss of the Brickell Village Property and loss of its value, by the loss of the damages they should and would have recovered against Bridgeloan, and other general, consequential, and incidental damages to be determined, plus interest, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 18 ¶ 25.

Count 19(ax) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, giving Tavares improper advice that Bridgeloan would seek and be entitled to a deficiency judgment against him, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 a.

Count 19(ay) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, telling Tavares to appear the next day to try the case, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 b.

Count 19(az) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to file the bankruptcy for Tavares' company, Brickell Village, which he had always assured Tavares would be filed in order to protect Tavares' interest in the company, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 c.

Count 19(aaa) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, continuing to represent and follow the instructions of the adversary of Tavares in the face of the direct, clear, and non-waivable conflict of interest to the prejudice of Tavares and his companies, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 19 ¶ 27 d.

Count 19(aab) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, withdrawing from representation of Tavares in mid-February 2011, only a few weeks before the scheduled trial, the defense and counterclaim on behalf of Tavares had not been prepared for trial and there was insufficient time for new counsel to prepare for trial, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 19 ¶ 28.

Count 19(aac) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, denying that in addition to the negligent and careless representation and advice he continued to give to Tavares after the purported withdrawal in February 2011, Lehman had already negligently and carelessly represented Tavares by the time of the withdrawal by failing to prepare for the trial in the defense and counterclaim by the time of the withdrawal, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 a.

Count 19(aad) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to leave sufficient time after the withdrawal for new counsel to prepare for the trial on the defense and counterclaim, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 b.

Count 19(aae) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, failing to recognize the clear conflict of interest much earlier and so advise Tavares in time for him to retain separate counsel to prepare for trial on the defense and counterclaim, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 20 ¶ 29 c.

Count 19(aaf) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, as a direct and proximate result of the negligence and malpractice, Plaintiff Tavares was damaged by the loss of his interest in the Brickell Village Property and the loss of its value, by the loss of his investment of time and expense in both the Brickell Village Property and the Miami River Property, by the loss of his payments to Defendants for representation, by the loss of the damages he should and would have recovered against Bridgeloan, and other general, consequential, and incidental damages to be determined, plus interest, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 20 ¶ 30.

Count 19(aag) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, based on the attorney client relationship, Defendants were the fiduciaries of Plaintiffs and owed the fiduciary duties of honesty, loyalty and good faith and the duty of fair dealing and full disclosure at all time during the relationship and even after the withdrawal from the direct representation of Tavares personally, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 21 ¶ 32.

Count 19(aah) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, the fiduciary duty inured not only to the principal client of Lehman, namely the Dantas company MRPM, but also to the accommodation guarantor Tavares and Brickell Village and 2147, who provided the additional security of the Brickell Village Property, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 21 ¶ 33.

Count 19(aai) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, Yet, Lehman followed the instructions of an gave his loyalty to the Dantas company MRPM who was paying the bills, and not to Tavares and his companies Brickell Village and 2147, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 21 ¶ 34.

Count 19(aai) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and

negligently represented Brickell Village and 2147 by, Moreover, once the interest of Dantas and his company MRPM and Plaintiffs, Tavares, Brickell Village, and 2147 became directly adverse with the filing of the Third Party Complaint, Lehman had a non-waivable conflict of interest; yet he continued to represent Tavares until February 2011 and thereafter as set forth in Count II and continues to represent Brickell Village and 2147 until the end of the foreclosure to their prejudice and detriment, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 21 ¶ 35.

Count 19(aaj) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Defendants, Thomas R. Lehman, Thomas R. Lehman, P.A., and Levine Kellogg Lehman Schneider + Grossman, LLP did not violate their duties to Plaintiffs, and did not carelessly and negligently represented Brickell Village and 2147 by, The conflict of interest ultimately manifested itself in the capitulated foreclosure judgment, which was clearly the product of an undisclosed side deal as evidenced by: a. The facial absurdity of the judgment itself, which not only "settled" the case with a capitulation to a full final judgment foreclosure judgment, but also agreed to amounts owed in excess of the mortgage debt to reduce the opportunity and increase the cost of redemption; b. The refusal to file bankruptcy proceedings as discussed throughout, including in the Retainer Agreement, but instead the capitulation to a final judgment in excess of the debt; c. The allocation of the lion's share of the mortgage debt to the accommodation mortgagor and property owned by the Tavares companies, Brickell Village and 2147, and the balance to the Dantas' company, MRPM, and the purchase money Miami River Property, which greatly reduced the opportunity and increased the cost of redemption for Tavares and his companies; d. The advise that Lehman had to consult with his "clients" to determine if the Tavares suggestion of a one year redemption period would be acceptable, because there would be a legitimate basis to oppose such an idea rather than a side deal for the benefit of Dantas and his company; e. The cumulative effect of all these undeniable facts is that no reasonable inference can be drawn other than an undisclosed side deal for Dantas or his company, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Answers and Defenses at 21 ¶ 36 a, b, c, d, and e.

Count 19(aak) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Charles Tavares, though his attorney, Larry Stumpf, represented that he accepted the settlement entered into in the Bridgeloan foreclosure action. This is confirmed and verifiable through multiple witnesses, emails, and letters. The Defendants relied upon Tavares' representation of acceptance and took position in the Bridgeloan litigation consistent with those statements. Tavares is now claiming that he never agreed to the settlement and is suing the Defendants after accepting the agreement. Tavares is equitably stopped from raising this argument after taking the contrary position in the court below, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Affirmative Defenses - Estoppel at 24.

Count 19(aal) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Charles Tavares had his own counsel when the underlying lawsuit was settled. Yet he took no action during the course of the settlement process to set aside the agreement or void the foreclosure judgment; nor did his attorney. Assuming Tavares had a legal right to act, his failure to do so, despite claiming a legal right to act, constitutes a waiver, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Affirmative Defenses - Waiver at 24.

Count 19(aam) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Charles Tavares is claiming that he is the owner, director, and sole managing member of Brickell Village One, LLC and 2147 S.W. 8th Street. Tavares, however, was ousted from both companies and was *never* the controlling shareholder of either entity. As a result, Tavares has no authority to direct a suit on behalf of either entity and lacks standing as a corporate representative, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Affirmative Defenses - Standing at 25.

Count 19(aan) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Tavares waited months after the foreclosure suit was completed and the property was sold before raising a claim that no authority existed to enter into the settlement. Tavares sat on his rights and is now making an extraordinary damage claim against the Defendants. His lawsuit is barred by the doctrine of laches as it is inequitable to subject the Defendants to a damage claim was magnified substantially when Tavares had the power to minimize it- assuming the validity of Tavares theory that he had exclusive power to bind the corporations, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Affirmative Defenses - Laches at 25.

Count 19(aao) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, Charles Tavares did not have privity of contract with Tom Lehman at the time of the acts described in the second amended complaint. As a result, there was no corresponding duty owed to Tavares, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman & LKLSG's Affirmative Defenses – No Privity of Contract at 25.

Count 20– Lehman, LKLSG, Klein Park & Lowe, and others implicated as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar Oath, and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. See The Florida Bar Rules of Professional Conduct, Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
21	August 21, 2013	U. S. CODE TITLE 18 § 371 Conspiracy to Defraud the United States of America &	Thomas Ralph Lehman Thomas R. Lehman, P.A. Patrick J. Rengstl LKLSG, LLP Robert M. Klein Richard M. Jones M. Montane J. Pierson Klein Park & Lowe, P.L.
22		§ 241 Conspiracy Against Rights &	
23		§242 Deprivation of Rights Under Color of Law &	
24		§ 1346 Scheme/Artifice to Defraud Honest Services &	
25		§ 1961 <i>et seq.</i> – RICO &	
26		FLORIDA STATUTES - TITLE XLVI § 837.02 False Statements in an Official Proceeding &	
27		FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)	

On or about August 21, 2013, Thomas Ralph Lehman (“Lehman”), Levine Kellogg Lehman Schneider + Grossman, LLP (“LKLSG”) (also, collectively “Lehman & LKLSG”), and Richard M. Klein (“Klein”) (Florida Bar No. 230.022), and Richard Jones (“Jones”) (Florida Bar No. 59.097), at Klein Glasser Park Lowe & Pelstring, P.L. n/k/a Klein Park & Lowe, P.L., a Florida L.L.C. (“Klein Park & Lowe”) (Tax Id. #30-0631150) (SUNBIZ Document #L10000057766), file, as part of a scheme depriving and extorting Tavares of rights and properties, under color of law, two patently sham and contradictory pleadings to trick the Miami Courts, and knowingly and intentionally obstruct justice, Defendant’s, Thomas R. Lehman, Response to Plaintiffs’ First Request for Production, and Defendant’s Levine Kellogg Lehman Schneider + Grossman, LLP’s Response to Plaintiffs’ First Request for Production (both, collectively, “Response for Production”). See Record on *Charles Tavares, Brickell Village One, LLC, a Florida limited liability company, and 2147 S.W. 8th Street, LLC, a Florida limited liability company vs. Thomas R. Lehman, Thomas R. Lehman, P.A., a Florida professional association, and Levine Kellogg Lehman Schneider + Grossman, LLP, a limited liability partnership*, Case No. 2013-12223-CA-40. The patently bogus and false claims by Lehman & LKLSG, and Klein Park & Lowe, to falsely deny Plaintiffs’ Charles Tavares (“Tavares”), Brickell Village One, LLC (“Brickell Village”), and 2147 S.W. 8th Street, LLC (“2147”) (also, collectively “Tavares’s Companies”), production of all material and evidence for Tavares and Tavares’ Companies that Tavares is legally entitled to, in the styled action, directly contradicts the truth, historical facts, all public and official records, showing that Tavares, and Tavares only, was, and is, at all relevant times, the sole legal authority and sole shareholder for Tavares’s Companies that Lehman and LKLSG fraudulently represented. See Record. Further, Lehman & LKLSG, and Klein Park & Lowe’s limited production of material and evidence (“Limited Production”), further demonstrates these facts and truth, showing beyond any shred of doubt that they know Tavares is entitled to all material and evidence related to Tavares and Tavares’s Companies, directly contradicting their bogus claims. See Record, and, see also, the Limited Production provided with the Response for Production, in a 2.56 gigabytes of electronic documents, as stated on the Response for Production at 9 ¶ 12.

The Patently Willful False and Contradictory Statements by Lehman, LKLSG and Klein Park & Lowe to the Court in the Response for Production of August 21, 2013 to Deprive and Obstruct Justice

Among other willful false and contradictory, statements to the court contained in the Response for Production by Lehman, LKLSG, and Klein Park & Lowe, as part of the scheme to deprive and extort Tavares, under color of law, they falsely state that:

1- Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely states that, they: “categorically objects to the production of any attorney-client or work-product material generated by Brickell Village One, LLC, and 2147 S.W. 8th Street, LLC after the representation became conflicted with Tavares.” See Response for Production at 1 ¶ 1.

Lehman & LKLSG and Klein Park & Lowe know, and all public and official records show that, Tavares, as the sole legal authority and sole shareholder, at all relevant times, and to this date, for Brickell Village One, LLC (“Brickell Village”), and 2147 S.W. 8th Street, LLC (“2147”), is entitled to all attorney-client or work-product material generated by Brickell Village and 2147. As Lehman & LKLSG and Klein Park & Lowe’s Limited Production clearly demonstrates, they know this uncontroversial truth and facts, and they also know that providing all records that Tavares is entitled for Tavares’s Companies will demonstrate the full scope of Lehman and LKLSG’s false, invalid, and fraudulent representation of Tavares’s Companies, causing Tavares’s losses. See Record.

2- Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely states that, “Furthermore, Tavares, regardless of his presents claims, was legally ousted from both Brickell Village One, LLC, and 2147 S.W. 8th Street, LLC.” See Response for Production at 2 ¶ 1.

Lehman & LKLSG and Klein Park & Lowe’s directly contradict the truth, historical facts, and all official and public records showing that, Tavares, at all relevant times, was – and remains to this date, the sole legal authority and sole shareholder for Tavares’s Companies Brickell Village and 2147, and that, Lehman, LKLSG, Olten Ayres de Abreu Jr. (“Abreu Jr.”), and other implicated individuals in the Republic of Panama, without any authority whatsoever for Tavares’s Companies, secretly fabricated patently and facially bogus POAs’, and Corporate Resolutions for Tavares’s Companies, in order to secretly falsely and invalidly settle the BRIDGELoan case, and to cover up their schemes extorting Tavares. See Record.

3 - Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely states that, “Tavares has no power over the companies – his efforts to make false filings with the Florida Secretary of State notwithstanding. Tavares may have a minority financial stake, but this does not entitle him to pierce the attorney-client privilege.” See Response for Production at 2 ¶ 1.

Lehman & LKLSG and Klein Park & Lowe’s directly contradicts the truth, historical facts, and all official and public records showing that, Tavares, at all relevant times, was – and remains, the sole legal authority and sole shareholder for Tavares’s Companies Brickell Village and 2147. See Record.

4- Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely states that, “Therefore, Tavares has no entitlement to any attorney-client privileged or work product materials generated post-conflict, and certainly none generated by the corporations that he has no standing to overcome.” See Response for Production at 3 ¶ 1.

Lehman & LKLSG and Klein Park & Lowe’s directly contradicts the truth, historical facts, and all official and public records showing that, Tavares, at all relevant times, was – and remains, the sole legal authority and sole shareholder for Tavares’s Companies Brickell Village and 2147. See Record.

5- Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely denies that, to their knowledge there is no Copy of Mediation Report and no other documents provided to Lehman & LKLSG by the Mediator in the underlying foreclosure case. *See* Response for Production at 9 ¶ 15.

Lehman & LKLSG, Klein Park & Lowe, knowingly and intentionally, falsely omit a Mediation Report showing the fact that the matter was not settled at Mediation, that mediator Norman Stuart Gerstein (“Gerstein”) (Florida Bar No. 162.081), in fatal conflict of interest – an officer of the courts based at the same offices of BRIDGELOAN’s counsel Hall, Hall, & Lamb (“Hall & Leto”), did mediate the underlying BRIDGELOAN case, during the bogus Mediation of March 29, 2011 (“Mediation”), in which Tavares vehemently and expressly, as the sole legal authority for Tavares’s Companies Brickell Village and 2147, expressly ordered all of his attorneys at LKLSG and at Black Srebnick Kornspan & Stumpf, P.A. (“Black Srebnick”), not to settle the case, and to file bankruptcy proceedings, and as such, mediator Gerstein produced and furnished to LKLSG, Black Srebnick, and to other parties to the Mediation, *See* Record.

COUNTS

Count 22- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 23- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.*, U.S. Const., Amend. XIV.

Count 24- Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 25- The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 26- At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts

involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* See, e.g., the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 26(a) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, categorically objects to the production of any attorney-client or work-product material generated by Brickell Village One, LLC, and 2147 S.W. 8th Street, LLC after the representation became conflicted with Tavares, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Response for Production at 1 ¶ 1.

Count 26(b) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, Furthermore, Tavares, regardless of his presents claims, was legally ousted from both Brickell Village One, LLC, and 2147 S.W. 8th Street, LLC, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Response for Production at 2 ¶ 1.

Count 26(c) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, as sworn officers of the courts, that, Tavares has no power over the companies – his efforts to make false filings with the Florida Secretary of State notwithstanding. Tavares may have a minority financial stake, but this does not entitle him to pierce the attorney-client privilege, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Response for Production at 2 ¶ 1.

Count 26(d) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely stating to the Miami Courts, that, Therefore, Tavares has no entitlement to any attorney-client privileged or work product materials generated post-conflict, and certainly none generated by the corporations that he has no standing to overcome, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Response for Production at 3 ¶ 1.

Count 26(e) : Perjury in Official Proceeding by Klein Park & Lowe, Lehman, and LKLSG, to further the scheme by knowingly and intentionally, falsely denying to the Miami Courts, as sworn officers of the courts, that, to their knowledge there is no Copy of Mediation Report and no other documents provided to Lehman & LKLSG by the Mediator in the underlying foreclosure case, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Response for Production at 9 ¶ 15.

Count 27– Lehman, LKLSG, Klein Park & Lowe, and others implicated, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. See [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
28	October 24, 2013	<u>U. S. CODE TITLE 18</u> § 371 Conspiracy to Defraud the United States of America &	Thomas Ralph Lehman Thomas R. Lehman, P.A. Patrick J. Rengstl LKLSG, LLP Robert M. Klein Richard M. Jones M. Montane J. Pierson Klein Park & Lowe, P.L.
29		§ 241 Conspiracy Against Rights &	
30		§242 Deprivation of Rights Under Color of Law &	
31		§ 1346 Scheme/Artifice to Defraud Honest Services &	
32		§ 1961 <i>et seq.</i> – RICO &	
33		FLORIDA STATUTES - TITLE XLVI § 837.02 False Statements in an Official Proceeding &	
34		FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)	

On or about October 24, 2013, attorneys Richard M. Klein (“Klein”) (Florida Bar No. 230.022), and Richard Jones (“Jones”) (Florida Bar No. 59.097), at Klein Glasser Park Lowe & Pelstring, P.L. n/k/a Klein Park & Lowe, P.L., a Florida L.L.C. (“Klein Park & Lowe”) (Tax Id. #30-0631150) (SUNBIZ Document #L10000057766), as part of the scheme, file, in reckless disregard of the truth, on behalf of Defendant Thomas R. Lehman (“Lehman”) (Florida Bar No. 351.318), Lehman’s sworn, Defendants’ Answers to Plaintiffs’ First Interrogatories to Defendant Lehman (“Lehman’s First Answers”), containing patently false, contradictory and vague responses by Lehman, under oath, intentionally and knowingly omitting known facts and truth, and trying to mislead the Miami Courts. *See* Lehman’s First Answers.

Lehman’s Patently False, Contradictory, and Misleading Statements Under Oath to the Court on Lehman’s First Answers

1- Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs’ Interrogatories, requesting Lehman to answer, as the former corporate attorney, with specificity, the corporate ownership and structure for Brickell Village One, LLC, a Florida limited liability company, (“Brickell Village” and/or “Tavares’s Companies”), controlled and owned by Tavares at all relevant times – and to this date, which Tavares engaged Lehman and Levine Kellogg Lehman Schneider + Grossman, LLP (“LKLSG”), on March 17, 2010, to represent Tavares’s Companies in the BRIDGELoan case, stating that: Answer under oath: “I was told during the foreclosure action that the ownership structure of Brickell Village One, LLC broke down as follows:
Mr. Tavares owned 100% of a company called IBAC Asset Holders Inc. IBAC, in turn, owned 20% (20.19%) of Brickell Village One, LLC. The remaining 80% (79.80%) was owned by a company called BV One Properties, which was owned by Venetian Isles Holding, Inc. Venetian Isles was 100% owned by Romolo [Romulo] Dantas.” *See* Lehman’s First Answers at 3 ¶ 2(a).

Lehman, LKLSG, and others implicated, knew that Tavares was, at all relevant times – and remains is, the sole legal authority, manager, and sole shareholder for Tavares’s Brickell Village, as well as all the records, including, but not limited to, official and public records, all Retainer Agreements between Tavares, Tavares’s Companies and Lehman, and known historical facts, showing that Tavares, and Tavares only, had – and still has, the sole authority to speak or act for Brickell Village. See Record.

Lehman’s Answer under oath: "I was told that Mr. Tavares himself may possess certain bearer shares of Venetian Isles, LLC but that those are invalid against Dantas’ ownership interest." See Lehman’s First Answers at 3 ¶ 2(b).

Lehman, a longtime and experienced “bankruptcy and corporate attorney”, knowingly and intentionally, in reckless disregard to the truth, falsely tries to mislead the court that, he was told – not even mentioning by whom, and with which authority or knowledge said person would possibly have, Mr. Tavares may possess controlling bearer shares of Venetian Isles but they are invalid, contradicting truth and the facts, as Tavares, at all relevant times, was - and remains to this date, the sole legal authority and shareholder of Brickell Village. See Record.

Lehman’s Answer under oath: “Mr. Tavares was listed as Manager of the company on the Secretary’s of State’s website’s until he was removed from company management by its controlling members for cause. When he was removed from the company, Mirna Almanza was appointed manager. Mr. Tavares tried to reverse the controlling members’ decision by filing with the secretary of state to add himself back on, which prompted some back and forth between himself and the controlling members of the company.” See Lehman’s First Answers at 3 ¶ 2(c).

Lehman, knowingly and intentionally, in reckless disregard to the truth, falsely states that Tavares was removed from his company Brickell Village by the controlling members, intentionally and knowingly, omitting that the purported bogus corporate resolutions of May 25, 2011 falsely removing Tavares, – and weeks after Lehman, LKLSG, and others implicated, had already falsely, invalidly, and fraudulently settled the case with BRIDGELoAN, on April 8, 2011, against Tavares’ orders not to settle, further predicated on bogus Limited Power of Attorneys (“POAs”) for Tavares’s Companies, secretly fabricated and used by Lehman, LKLSG and others implicated, on February 21, 2011, showing that Lehman has no shame by continuing, under oath, to perpetrate, under color of law, more brazen violations of law to deprive and extort Tavares and Tavares’s Companies. See Record.

Lehman’s Answer under oath: “Discovery remains ongoing and many of the specific details of the foregoing are in the possession of individuals who are protected by their own attorney-client privileges. Once this information becomes available, the foregoing answer will be supplemented.” See Lehman’s First Answers at 3 ¶ 2(d).

Lehman, knowingly and intentionally, in reckless disregard to the truth, falsely states that he allegedly still investigating who could be Tavares’s Brickell Village’s legal authority, contrary to truth and historical facts, Retainer Agreements, legal bills from Lehman to Tavares, public and official records, showing, at all relevant times, Tavares – and Tavares only, had – and has, the sole authority to speak or act for Brickell Village. See Record.

2- Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs' Interrogatories, requesting Lehman to answer, as the former corporate attorney, with specificity, the corporate ownership and structure for 2147 S.W. 8th Street, LLC, a Florida limited liability company, ("2147" and/or "Tavares's Companies"), controlled and owned by Tavares at all relevant times – and to this date, which Tavares engaged Lehman and Levine Kellogg Lehman Schneider + Grossman, LLP ("LKLSG"), on March 17, 2010, to represent Tavares's Companies in the BRIDGELoan case, stating that: Answer under oath: "Discovery is ongoing at this time. Defendant is in the process of subpoenaing the relevant parties who would know the ownership structure of this company [2147] as it pertains to Brickell Village One, LLC, including the amount of control it exercised over that entity. This answer will be updated once Discovery is further along. In 2009, at a meeting concerning the ownership of the Brickell Village One property, Mr. Tavares told me that 2147 S.W. 8 Street, LLC had been bought out. See Lehman's First Answers at 4 ¶ 3(a)(b)(c)(d).

Lehman, knowingly and intentionally, falsely states that he allegedly still investigating who could be 2147 S.W. 8 Street, LLC's ("2147") legal authority, contrary to truth and historical facts, Retainer Agreements, legal bills from Lehman to Tavares, public and official records, showing, at all relevant times, Tavares – and Tavares only, had – and has, the sole authority to speak or act for 2147. Lehman, further, knowingly and intentionally, falsely states that Tavares told him in a meeting of 2009 that 2147 was bought out, which is not true. See Record.

3- Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs' Interrogatories, requesting Lehman to answer, as to Attorney-Client relationship with Larry Stumpf ("Stumpf") at Black Srebnick Kornspan & Stumpf, P.A. ("Black Srebnick"), among other things, that, Lehman and LKLSG, from the time there was conflict, Lehman only represented the companies, and that, there was a "foreclosure trial of April 8, 2011". See Lehman's First Answers at 5 ¶ Attorney-client relationship with Larry Stumpf.

Lehman, intentionally and knowingly, fails to state that, the companies in question he represented, Brickell Village One, LLC ("Brickell Village") and 2147 S.W. 8 Street, LLC ("2147"), were at all relevant times – and are to this date, solely controlled and owned by Tavares and Tavares only, as he continued on an impossible conflict of interest, that ultimately led to Lehman, LKLSG, and others implicated, to secretly and fraudulently fabricate bogus POAs' to fraudulently settle the case against Tavares's orders and best interests, for ulterior motives to be fully exposed. Lehman, also states that there was a "foreclosure trial of April 8, 2011", when in truth and fact, Lehman well knows that there was never any noticed, scheduled, or held "trial of April 8, 2011", or on any other date. Lehman, LKLSG, and others implicated in the scheme depriving and extorting Tavares under color of law, simply held a bogus, unnoticed, and invalid proceeding on April 8, 2011, to falsely and invalidly "legalize" their fraudulent settlement. See Record.

Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs' Interrogatories, requesting Lehman to answer, as to Attorney-Client relationship with Larry Stumpf ("Stumpf") at Black Srebnick Kornspan & Stumpf, P.A. ("Black Srebnick"), among other things, that, the owners of Venetian Isles Holdings, Inc. ("Venetian Isles"), authorized Olten Ayres de Abreu Jr.

("Olten Abreu" or "Abreu Jr."), a Swiss attorney, to be its representative during mediation. And, that, although the case did not settle at mediation of March 29, 2011, the parties continued to work towards a resolution afterwards. See Lehman's First Answers at 6 ¶ Attorney-client relationship with Larry Stumpf.

Lehman, knowingly and intentionally, in reckless disregard to the truth, falsely states that, Venetian Isles authorized Abreu Jr. to represent Tavares' Companies Brickell Village and 2147 at mediation of March 29, 2011, as Tavares, at all relevant times, was – and remains, the sole authority to speak or act for Brickell Village and 2147, as further shown by the fact Tavares attended the mediation, refusing to settle, at which time, Lehman, LKLSG, and others implicated, continued their fraudulent actions to secretly settle the case without Tavares' knowledge or authorization as the sole authority for Brickell Village and 2147. See Record.

Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs' Interrogatories, requesting Lehman to answer, as to Attorney-Client relationship with Larry Stumpf ("Stumpf") at Black Srebnick Kornspan & Stumpf, P.A. ("Black Srebnick"), among other things, that, If Mr. Tavares really had the sole power over the corporations and [he] could have stopped the settlement. Mr. Tavares' attorneys could have announced as such in court. Even after the settlement was agreed to on the record in court, Mr. Tavares's through his attorneys could have sought to void the settlement before the foreclosure sale occurred. None of those events happened because Mr. Tavares agreed with the settlement and had no power to halt the settlement of the Defendant companies. See Lehman's First Answers at 6 ¶ Attorney-client relationship with Larry Stumpf.

Lehman, knowingly and intentionally, falsely states that, Tavares did not stop the false, invalid and fraudulent settlement because Tavares had no power over his company Brickell Village One, when in fact and in truth, Lehman well knows that Tavares stopped the bogus fraudulent settlement at mediation of March 29, 2011, but the shameless Perpetrators, continued secretly plotting to deprive and extort Tavares. On April 7, 2011, Lehman and LKLSG, together with Tavares' implicated personal attorneys Larry A. Stumpf ("Stumpf"), and Jared Lopez ("Lopez"), at Black Srebnick, relentless coerce, intimidate, and extort Tavares. Then, the Perpetrators, among others implicated, Lehman, LKLSG, Black Srebnick, Hall, attorneys Hall, Lamb, P.A. ("Hall & Leto"), on behalf of Bridgeloan Investors, Inc. ("BRIDGELoAN"), attorneys Katz Barron Squitiero & Faust, P.A. ("Katz Barron"), on behalf of MUNB Loan Holdings, LLC a.k.a The Bank of New York Mellon ("BNY Mellon"), rush to "legalize" the utterly bogus, false, invalid, and fraudulent settlement, as stated by Lehman, "announced at trial of April 8, 2011", in an unprecedented legal farce, in an unnoticed and invalid proceeding of April 8, 2011 at 10:00 a.m. before implicated judge Allan Lester Langer a.k.a Lester Langer ("Judge Langer") (Florida Bar No. 137.828). Further, shown by the Perpetrators' conscious of guilt, when after issuing the forever false, invalid, and fraudulent Final Judgment of Foreclosure, they realize that, *inter alia*, there was never any hearing, trial, or proceeding set for April 8, 2011, so the implicated attorneys attempt to file with the Clerk of the Courts, a Notice of Hearing for the bogus unnoticed "trial" and/or hearing, on April 8, 2011 at about 1:00 p.m., hours after the legal farce, which the Clerk of the Courts duly rejects as "untimely filed." Their continued and unrepented subversion of the judicial machinery in the United States of America, systematically depriving and extorting, *inter alia*, the United States of America, the State of Florida, citizen Tavares, Tavares's Companies, and others, demonstrates that the Perpetrators and their Criminal Enterprise – which has been previously operating for years before Tavares's ordeal, present a clear and present danger to the rule of law, to our democracy, and national security. See Record.

4- Lehman, under oath, knowingly and intentionally, in reckless disregard to the truth, falsely states, contradicting the truth, historical facts, public and official records, in order to mislead the Miami Courts, in response to Plaintiffs' Interrogatories, requesting Lehman to answer, as to Bankruptcy Issues ("Bankruptcy Issues"), among other things, that, Lehman did not file for Bankruptcy proceedings as ordered by Tavares, because Tavares, allegedly, was not willing to fulfill, on behalf of Tavares's Companies, some unspecified "financial and other requirements". See Lehman's First Answers at 6 ¶ Bankruptcy Issues.

Lehman's known and intentional false statements directly contradicts the truth, facts, and record displayed, showing that, among other things, Tavares solely first and foremost engaged Lehman and LKLSG because of their "specialized bankruptcy practice", which Tavares wanted in case the BRIDGELoan case could not be settled – which was not, since it was invalidly and fraudulently settled. As Tavares ordered Lehman and LKLSG to file for bankruptcy protection, and LKLSG requested Tavares's Companies financials and other information, Tavares, duly and timely, forwarded them all information and documents required to proceed with the bankruptcy filing. The record displayed demonstrates that, instead of following Tavares's express orders, and best interests, Lehman, LKLSG, and others implicated in the scheme, rushed with their artifices and schemes to deprive and extort Tavares and Tavares's Companies, in a forever, false, invalid and fraudulent Final Judgment, issued on a bogus unnoticed and invalid proceeding of April 8, 2011, further predicated on a totally fraudulent and invalid settlement. See Record.

COUNTS

Count 28 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 29 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. See, e.g., U.S. Const., Amend. XIV.

Count 30 - Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 31 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 32 - At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* See, e.g., the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 33(a) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, he did not know the true, correct and legal structure of Brickell Village One, LLC, showing Tavares as the sole legal authority, at all relevant times, but instead was told by somebody that Brickell Village had a different owner, “Romolo Dantas”, at the relevant times, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 3 ¶ 2(a).

Count 33(b) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Tavares has possession of shares of Venetian Isles Holdings, Inc., but they were invalid, at the relevant times, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 3 ¶ 2(b).

Count 33(c) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Tavares was removed from Tavares’s Companies Brickell Village One, LLC and 2147 S.W. 8th Street, LLC and replaced by a certain Mirna Almanza, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 3 ¶ 2(c).

Count 33(d) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Lehman did not know what the true corporate structure and ownership for Tavares’s Company Brickell Village is, and they are investigating, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 3 ¶ 2(d).

Count 33(e) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Lehman did not know what the true corporate structure and ownership for Tavares’s Company 2147 S.W. 8th Street, LLC is, and they are investigating, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 4 ¶ 3(a)(b)(c)(d).

Count 33(f) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Lehman and LKLSG, from the time there was conflict, Lehman only represented the companies, and that, there was a “foreclosure trial of April 8, 2011”, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 5 ¶ Attorney-client relationship with Larry Stumpf.

Count 33(g) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, among other things, that, the owners of Venetian Isles Holdings, Inc. (“Venetian Isles”), authorized Olten Ayres de Abreu Jr. a Swiss attorney, to be its representative during mediation. And, that, although the case did not settle at mediation of March 29, 2011, the parties continued to work towards a resolution afterwards, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 6 ¶ Attorney-client relationship with Larry Stumpf.

Count 33(h) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, If Mr. Tavares really had the sole power over the corporations and [he] could have stopped the settlement. Mr. Tavares’ attorneys could have announced as such in court. Even after the settlement was agreed to on the record in court, Mr. Tavares’s through his attorneys could have sought to void the settlement before the foreclosure sale occurred. None of those events happened because Mr. Tavares agreed with the settlement and had no power to halt the settlement of the Defendant companies, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 6 ¶ Attorney-client relationship with Larry Stumpf.

Count 33(i) : Perjury in Official Proceeding by Lehman, to further the scheme by knowingly and intentionally, falsely stating under oath, to the Miami Courts, that, Lehman did not file for Bankruptcy proceedings as ordered by Tavares, because Tavares, allegedly, was not willing to fulfill, on behalf of Tavares’s Companies, some unspecified “financial and other requirements”, in violation of, §837.02, F.S. (Perjury in Official Proceeding). See Lehman’s First Answers at 6 ¶ Bankruptcy Issues.

Count 34 – Lehman, LKLSG, Klein Park & Lowe, and others implicated, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar Oath, and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. See The Florida Bar Rules of Professional Conduct, Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
35	In October 2013	U. S. CODE TITLE 18	Thomas Ralph Lehman LKLSG, LLP Robert M. Klein Klein Park & Lowe, P.L.
36		§ 241 Conspiracy Against Rights &	
37		§ 242 Deprivation of Rights Under Color of Law &	
38		§ 1346 Scheme/Artifice to Defraud Honest Services &	
39		§ 1961 <i>et seq.</i> – RICO & FLORIDA BAR RULES OF CONDUCT Misconduct – Rule 4-8.4 (a)(b)(c)(d)	

Sometime, around October 2013, implicated attorneys, Richard M. Klein (“Klein”) (Florida Bar No. 230.022), at Klein Glasser Park Lowe & Pelstring, P.L. n/k/a Klein Park & Lowe, P.L., a Florida L.L.C. (“Klein Park & Lowe”) (Tax Id. #30-0631150) (SUNBIZ Document #L10000057766), Thomas Ralph Lehman (“Lehman”) (Florida Bar No. 351.318), Levine Kellogg Lehman Schneider & Grossman, LLP (“LKLSG”) (Tax Id. # NONE) (SUNBIZ Document #GP1000000064), and others unknown, after the weight of the evidence is shown on the record against them, in reckless disregard for the rule of law, and Charles Tavares’ (“Tavares”) rights, implement an artifice to extort Tavares by coercing Tavares’ attorneys Dale F. Webner (“Webner”) (Florida Bar No. 265.241), and Jamie Leigh Webner n.k.a Jamie Leigh Katz (“Jamie”) (Florida Bar No.105.634) at Miller & Webner, P.A. (“Miller & Webner”), to further coerce Tavares and Tavares’s Companies Brickell Village One, LLC, a Florida L.L.C. (“Brickell Village One”) (Tax Id. #58-2674804) (SUNBIZ Document #L03000020713), and 2147 S.W. 7th Street, LLC, a Florida L.L.C. (“2147”) (Tax Id. #59-3768934) (SUNBIZ Document #L03000005870), to accept a proposed bogus \$5 million dollars settlement, funded from a claim under Lehman & LKLSG’s professional liability insurance policy,²⁷ provided that Tavares, in return, sign a sworn Affidavit with specific false statements, including, but not limited to, that, Tavares did not have authority for Tavares’s Companies Brickell Village and 2147 during the bogus settlement of the underlying *Bridgeloan Investors, Inc., a Florida corporation* (“BRIDGELOAN”) (Tax Id. 65-0665516) vs. Charles Tavares (“Tavares”); *Brickell Village One, LLC, a Florida L.L.C.* (“Brickell Village One”) (Tax Id. # 58-2674804); *2147 S.W. 8TH Street, LLC, a Florida L.L.C.* (“2147”) (Tax Id. # 59- 3768934), and *Miami River Park Marina, Inc., a Florida corporation* (“MRPM”) (Tax Id. # 20-3168472), vs. *MUNB Loan Holdings, LLC* (“BNY Mellon”), or Tavares’ attorneys Webner and Jamie would withdraw from Tavares’s and Tavares’ Companies representation against Lehman & LKLSG. Tavares and Webner, meet in October 2013 at Tavares’s offices, at 444 Brickell Avenue, Suite 720, Miami, Florida 33131, and Webner states the bogus offer to Tavares, providing a draft of the proposed fraudulent Affidavit that would be required from Tavares in order to settle the case. Tavares confronts Webner, stating that Tavares cannot possibly sign a bogus sworn Affidavit with false statements. Then, Webner states to Tavares that he would have to withdraw from Tavares’s meritorious case. On November 15, 2013, Webner, following orders from the Perpetrators, files a Motion to Withdraw by Plaintiffs’ Counsel, for ulterior motives to exposed. See Record.

²⁷ Purportedly, the Perpetrators, as part of the artifice, use AIG/York Pro Insurance. See Record.

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Count 35 - Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States -- that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.,* U.S. Const., Amend. XIV.

Count 36 - Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 37 - Lehman, LKLSG, Klein Park & Lowe, and other Perpetrators implicated, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, an insurance company, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 38 - At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* *See, e.g.,* the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 34 – Lehman, LKLSG, Klein Park & Lowe, and others implicated, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. *See* [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
40	December 3, 2013	<u>U. S. CODE TITLE 18</u> § 371 Conspiracy to Defraud the United States of America &	Thomas Ralph Lehman LKLSG, LLP Robert M. Klein Klein Park & Lowe, P.L. Dale F. Webner Jamie Leigh Webner Katz Miller & Webner, P.A.
41		§ 241 Conspiracy Against Rights &	
42		§ 242 Deprivation of Rights Under Color of Law &	
43		§ 1346 Scheme/Artifice to Defraud Honest Services &	
44		§ 1961 <i>et seq.</i> – RICO &	
45		FLORIDA BAR RULES OF CONDUCT Misconduct –Dishonesty-Fraud-Deceit Rule 4-8.4 (a)(b)(c)(d)	

On or about December 3, 2013, in a hearing presided by Judge John William Thornton Jr. (“Judge Thornton”) (Florida Bar No. 241.148), following Thomas Ralph Lehman (“Lehman”), Levine Kellogg Lehman Schneider & Grossman, LLP (LKLSG), Klein Park & Lowe, P.A. (“Klein Park & Lowe”), and others implicated, coercion and extortion²⁸ of Tavares’s attorneys Dale F. Webner (“Webner”), and Jamie Leigh Webner n.k.a Jamie Leigh Katz (“Jamie”), the Miami Court issues an Order granting Plaintiffs’ Charles Tavares (“Tavares”), Brickell Village One, LLC (“Brickell Village”), and 2147 S.W. 8th Street, LLC’s (“2147”) (collectively “Tavares’s Companies”) attorneys Motion to Withdraw from Tavares and Tavares’s Companies representation, depriving and extorting, under color of law, Tavares of rights and properties, upon a court of law in the United States of America. See Record.

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Count 40 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

²⁸ Lehman, LKLSG, Park Klein & Lowe, and others implicated, devise an artifice to fraudulently induce Tavares’s attorneys Dale and Jamie at Miller & Webner to coerce Tavares to accept a purportedly offered \$5 million dollars bogus settlement in return for Tavares executing a sworn Affidavit containing false statements that Tavares and they know to be false and untrue, among others, that “Tavares had no authority over Tavares’s Companies” in the underlying *Bridgeloan Investors, Inc., a Florida corporation* (“BRIDGELOAN”) (Tax Id. 65-0665516) vs. Charles Tavares (“Tavares”); *Brickell Village One, LLC, a Florida L.L.C.* (“Brickell Village One”) (Tax Id. # 58-2674804); *2147 S.W. 8TH Street, LLC, a Florida L.L.C.* (“2147”) (Tax Id. # 59- 3768934), and *Miami River Park Marina, Inc., a Florida corporation* (“MRPM”) (Tax Id. # 20-3168472), vs. *MUNB Loan Holdings, LLC* (“BNY Mellon”), or Tavares’ attorneys Webner and Jamie, would withdraw from Tavares’s and Tavares’ Companies representation against Lehman & LKLSG, for that only reason, and no other. Afterwards, Tavares, researching cases, uncovers similar scheme, by some of the same Perpetrators, whereas the Developer’s attorneys allegedly coerced the unsuspecting client (Mr. F. N.), to execute a false Affidavit, later used against him, sending Mr. F. N. to prison for years, followed by alleged retaliations by the Perpetrators against his business and family, to silence Mr. F. N. and his family. See Record.

Count 41 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.*, U.S. Const., Amend. XIV.

Count 42 - The Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 43 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 44 - At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* *See, e.g.*, the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 45 – Lehman, LKLSG, Klein Park & Lowe, Webner, Jamie, Miller & Webner, and others implicated, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. *See* [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
46	August 29, 2014	<u>U. S. CODE TITLE 18</u>	Thomas Ralph Lehman LKLSG, LLP Robert M. Klein Klein Park & Lowe, P.L. Roy Black Black Srebnick Richard John Diaz Richard J. Diaz, P.A.
47		§ 241 Conspiracy Against Rights &	
48		§ 242 Deprivation of Rights Under Color of Law &	
49		§ 1346 Scheme/Artifice to Defraud Honest Services &	
50		§ 1961 <i>et seq.</i> – RICO & FLORIDA BAR RULES OF CONDUCT Misconduct - Rule 4-8.4 (a)(b)(c)(d)	

On or about August 29, 2014, in a hearing presided by Judge John William Thornton Jr. (“Judge Thornton”) (Florida Bar No. 241.148”), following Thomas Ralph Lehman (“Lehman”), Levine Kellogg Lehman Schneider & Grossman, LLP (LKLSG), Klein Park & Lowe, P.A. (“Klein Park & Lowe”), Roy Black (“Black”) (Florida Bar No. 126.088), at Black Srebnick Kornspan & Stumpf, P.A.’s (“Black Srebnick”) systematic coercion and extortion of Charles Tavares (“Tavares”) and his companies Brickell Village One, LLC (“Brickell Village”), and 2147 S.W. 8 Street, LLC’s (“2147”) (collectively, Tavares’s Companies”) new²⁹ attorney Richard John Diaz (“Diaz”) (Florida Bar No. 767.697), at Richard J. Diaz, P.A. (collectively, “Diaz”), grants an Order on Diaz’s Motion to Withdraw of August 29, 2014, see E-Filing #17705720. Days before Diaz’s Motion to Withdraw, Tavares met Diaz at his offices at 3127 Ponce de Leon Blvd., Coral Gables, Florida 33134-6816, whereas Diaz apologized to Tavares, stating among other things, that he was sorry to have to withdraw from Tavares’s meritorious case, despite Lehman’s and Black’s Srebnick’s partner Larry Allen Stumpf’s (“Stumpf”) (Florida Bar No. 280.526) terrible actions – and further stating that he did not care for Stumpf, a “P.o.S.”, but Roy Black was his friend and he could not move forward with the case that would cause great harm to Black’s firm. As Tavares sat in front on Diaz, Tavares continued to see³⁰ the vast powers of the Perpetrators over the administration of justice and rule of law. Afterwards, some pleadings are filed by Tavares pro se, and on September 15, 2014, upon Tavares’s Motion for Voluntary Dismissal Without Prejudice, Judge Thornton grants an Order of Dismissal Without Prejudice. See Order of Dismissal Without Prejudice Case No. 2013-012223-CA-40.

²⁹ Tavares, after his previous attorneys at Miller & Webner, P.A. are coerced to extort Tavares to sign a bogus sworn Affidavit in lieu of a purported \$5 million dollars settlement to be paid to Tavares from Lehman & LKLSG’s professional liability insurance company AIG/York Pro Insurance (“AIG/York Pro”), having insurance adjustor Barry Reiber (“Reiber”), or to withdraw from Tavares’s representation, see Withdraw Order on December 3, 2013, by among others implicated, Lehman, LKLSG, and Klein Park & Lowe, P.A., engages Diaz on April 15, 2014, see Diaz’s Notice of Appearance of April 15, 2014, at E-Filing #12504846.

³⁰ Because Tavares is able to withstand, financially, mentally, and physically, the vicious systematic deprivation and extortion by the Perpetrators, many of them, officers of the courts, using their licenses and powers to deprive and extort under color of law, the record demonstrates the scope of their well-established and powerful criminal schemes subverting courts in the United States, and elsewhere they operate, to further major crimes. See Record.

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Count 46 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See, e.g.*, U.S. Const., Amend. XIV.

Count 47 - The Perpetrators implicated, as officers of the courts, did knowingly and intentionally systematically deprived and extorted Tavares, upon subverted court proceedings, of his properties and constitutionally guaranteed rights, under color of law, in violation of, 18 U.S.C. §242.

Count 48 - The Perpetrators, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, corrupting and subverting the judicial machinery to further criminal schemes upon, and by the subverted courts of law, in violation of 18 U.S.C. §1346.

Count 49 - At all times relevant, the Perpetrators, as well as other unnamed implicated Associates, unlawfully conspired and endeavored to conduct and participate in a criminal enterprise in Miami-Dade County, Florida, and elsewhere. The Perpetrators, and others, known and unknown, constituted a criminal organization whose members and associates, as part of the conspiracy, that each criminal associate agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise, and engaged in various related criminal activities, including but not limited to false statements and writings, forgery, filing false documents, influencing witnesses, acts involving theft, perjury, mail and wire frauds, bank frauds, crimes against the United States, money laundering of illicit funds, extortion, and systematic violation of rights, contrary to 18 U.S.C. §1961 *et seq.* *See, e.g.*, the Record filed in this matter, and [Tavares Sworn Affidavit](#).

Count 50 – Lehman, LKLSG, Klein Park & Lowe, Black, Black Srebnick, and others implicated, as officers of the courts, knowingly and intentionally use their Florida Bar license as guise to commit crimes, willfully participating in the brazen and known criminal scheme, to further the systematic subversion of the courts by the Associates implicated, repeatedly making patently false statements in writing to mislead the Miami Court to falsely incriminate, steal, extort, and deprive, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.06, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. *See* [The Florida Bar Rules of Professional Conduct](#), Rule 4-8.4, at www.floridabar.org.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
51	From 2012 through 2014	U. S. CODE TITLE 18	Miami Courts Chief Judge Administrative Judge Implicated Judges Miami Courts
52		§ 371 Conspiracy to Defraud the United States of America &	
53		§ 241 Conspiracy Against Rights &	
54		§ 242 Deprivation of Rights Under Color of Law &	
55		§ 1346 Scheme/Artifice to Defraud Honest Services & FLORIDA BAR RULES OF CONDUCT Misconduct –Dishonesty-Fraud-Deceit Rule 4-8.4 (a)(b)(c)(d)	

From 2009, through 2021, the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (“Miami Courts”), through, and by several of its corrupt Circuit Judges implicated in a brazen scheme, knowingly and intentionally, systematically deprives and extorts Charles Tavares (“Tavares”) of properties and rights, under color of law, upon subverted proceedings, to willfully further an underlying criminal scheme by the Criminal Enterprise, depriving, stealing, and extorting Tavares of all his properties and rights. The record displayed shows, to any reasonable person, that, among other things, from the first Related Case, *Bridgeloan Investors, Inc. v. Charles Tavares, et al., v. BNY Mellon*, Case No. 2009-93058-CA-30; the second case, *BNY Mellon v. Charles Tavares v. Flick Mortgage Investors, Inc.*, Case No. 2010-26864-CA-30; the third case, *Brickell Commerce Plaza, Inc. and The Car Wash Concept, Inc. v. Charles Tavares*, Case No. 29624-CA-30; the fourth case, *Geania A. Fraga v. Charles Tavares*, Case No. 2012-03753-FC-04; the fifth case, *Deutsche National Trust Bank v. Charles Tavares*, Case No. 20197-CA-30; the sixth case, *Markowitz Ringel Trusty & Hartog, Escrow Agent v. BRIXRIV, LLC v. Miami River Park Marina, Inc.* (a Tavares’s Company), Case No. 2012-21795-CA-22; the seventh case, *Geania A. Fraga v. Charles Tavares*, the Double-Jeopardy Case No. 2012-24483-FC-04; the eighth case, *Charles Tavares, et al. v. Thomas R. Lehman and Levine Kellogg Lehman Schneider + Grossman, LLP*, Case No. 2013-12223-CA-40; and to the ninth related case, *139TH Avenue S.W. 8TH Street, LLC v. Charles Tavares*, Case No. 2018-29700, Tavares is systematically deprived and extorted of rights and properties, under color of law, upon the subverted proceedings, willfully assigned, and presided by corrupt judges, Allan Lester Langer (Florida Bar No. 137.828), Joseph I. Davis Jr. (Florida Bar No. 155.299), Norma S. Lindsey (Florida Bar No. 994.812), and Carlos M. Guzman (Florida Bar No. 115990). The corrupt judges, knowingly and intentionally, allow and participate in the sham proceedings, often held without proper notice, to deny Tavares’s rights to due process, and predicated on brazen fabricated evidence and authority by Associates of the Criminal Enterprise, among others, Thomas R. Lehman (Florida Bar No. 351.318), Matthew P. Leto (Florida Bar No. 14.504), Peter F. Valori (Florida Bar No. 43.516), Russell M. Landy (Florida Bar No. 44.417), Marco E. Rojas (Florida Bar No. 940.453) Nelson Slosbergas (“Slosbergas”) (Florida Bar No. 378.887), and, Alan S. Fine (Florida Bar No. 385.824), coercing and extorting Tavares and Tavares’s attorneys, and further, willfully entering invalid and fraudulent final judgments against Tavares, contradicting the truth, the facts, and the law, to deprive and steal Tavares’s properties and rights. Despite the abundance of evidence filed by Tavares, and the record displayed demonstrating the scheme, showing a continued pattern of racketeering for more than ten (10) years, the Miami Courts,

by, among others, its Chief Judge Bertila A. Soto (Florida Bar No. 822.752), and Administrative Judge Jennifer D. Bailey (Florida Bar No. 386.758), knowingly and intentionally, fail to stop the continued schemes. Despite Tavares repeated complaints, supported by Sworn Affidavits and uncontroversial hard evidence showing the ongoing scheme, the Miami Courts continue allowing the extortion under color of law, showing the Miami Courts are implicated. See Record, and [Tavares Sworn Affidavit](#).

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Count 51 - The Miami Courts, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 52 - The Miami Courts, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, allowed its known Members implicated in a Criminal Enterprise, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. See, U.S. Const., Amend. XIV.

Count 53- Miami Courts, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to, knowingly and intentionally, allow the systematic deprivation, under color of law, of Tavares rights and properties upon known sham court proceedings to falsely incriminate, deprive and extort Tavares, in violation of, 18 U.S.C. § 242.

Count 54 - The Miami Courts, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, knowingly and intentionally, allowing the systematic corruption and subversion of the judicial machinery by known Florida Bar licensed Members, to further known brazen criminal schemes upon courts of law in the United States of America, in violation of 18 U.S.C. §1346.

Count 55 - The Miami Courts, and other implicated Judges, knowingly and intentionally use their Florida Bar licenses as guise to commit crimes, willfully failing their duties to stop the known brazen criminal scheme, by systematically failing to properly investigate and stop the known violations of law by Hartog, Markowitz Trustee, and other Florida Bar licensees implicated, and by further making false statements in writing in 2014, in order to cover up the scheme, depriving, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.02, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. See The Florida Bar Rules of Conduct, Rule 4-8.4.

<u>COUNTS</u>	<u>APROX. DATE</u>	<u>VIOLATIONS</u>	<u>PERPETRATORS</u>
56	From 2011 through 2024	<u>U. S. CODE TITLE 18</u> § 371 Conspiracy to Defraud the United States of America &	The Florida Bar Joshua E. Doyle John F. Harkness The Board of Governors Fla. Bar Annemarie C. Craft Arlene Kalish Sankel
57		§ 241 Conspiracy Against Rights &	
58		§ 242 Deprivation of Rights Under Color of Law &	
59		§ 1346 Scheme/Artifice to Defraud Honest Services &	
60		§ 1341 Mail Fraud &	
61		FLORIDA BAR RULES OF CONDUCT Misconduct –Dishonesty-Fraud-Deceit Rule 4-8.4 (a)(b)(c)(d)	

From 2011, and continuing through 2024, The Florida Bar,³¹ Executive Directors, and Discipline Division attorneys, (collectively “Florida Bar”), knowingly and intentionally, in reckless disregard for the law, the constitution, rights, Florida Rules of Civil Procedure, the Florida Bar’s constitutional mandate, and Rules of Professional Conduct, systematically deprived the United States, the State of Florida, Florida courts, the Florida Bar’s more than 122,000 members, and citizens, of, among other things, honest Services, by willfully, recklessly and systematically choosing not to enforce its mandate, by allowing and enabling reckless members of the Florida Bar, known Associates of a Criminal Enterprise, to continuously and systematically perpetrate, *e.g.*, violations of law, the constitution, rights, Fla. R. Civ. P., and Rules of Professional Conduct, to further rackets against, *e.g.*, Charles Tavares (“Tavares”), the United States, the State of Florida, Florida courts, and the Florida Bar, showing the Florida Bar’s reckless disregards for the law, the public, and its own rules and mandate. *See Record.* Despite Tavares’ repeated complaints³² to the Florida Bar against Tavares’s attorneys and others implicated, using their Florida Bar licenses as guise to systematically commit crimes against Tavares, *et al.*, by, among other things, perpetrating, to further an underlying scheme to deprive, steal, and extort Tavares, and Tavares’s Companies of all properties and rights, under color of law in subverted proceedings, by spurious artifices, *e.g.*, extortion under color of law, fabrication of fraudulent Affidavits and bogus authority for Tavares’s Companies, filing fraudulent pleadings that they all knew to be false and invalid, making false statements under oath, stealing Tavares’s properties and proceeds, money laundering the ill-gotten proceeds across state lines, abuse of process, showing criminal misconduct, in violation of, *e.g.*, Title 18, U.S.C., Sections, 371, 241, 42, 1341, 1343, 1344, 1346, 1349, 1951, 1956, and, 1961, *et seq.*; Title XLVI § 817.155, TITLE XLVI § 837.02, Abuse of Profess, and Florida Bar Misconduct – Rule 4-8.4 (a)(b)(c)(d). *See Record.*

³¹ Among some of the reckless officers of the Florida Bar, recklessly allowing and enabling Florida Bar licensees Associates of the Criminal Enterprise, Joshua E. Doyle (Florida Bar No. 25.902), John F. Harkness (Florida Bar No. 123.390), Annemarie C. Craft (Florida Bar No. 520.373), and, Arlene Kalish Sankel (Florida Bar No. 272.981). *See Tavares Sworn Affidavit.*

³² Among other complaints, see, *e.g.*, Florida Bar Complaints: No.2011-71,18(III); No.2013-70,433(11G); No.2015-70,081(11L); No.2019-12874; No.2019-12875; and, 12877, against criminals Thomas R. Lehman (Florida Bar No. 351.318), Marco E. Rojas (Florida Bar No.940.453), Nelson Slosbergas (Florida Bar No.378.887), and, Peter F. Valori (Florida Bar No.43.516). *See Record.*

THE FLORIDA BAR – BACKGROUND

The Florida Bar (“Florida Bar”) is the integrated³³ bar association for the State of Florida. The Florida Bar currently shows more than 122,000 members, and it is led by a President, a President-Elect, an Executive Director, and a 52-member Board of Governors.

Article V, Section 15 of the Constitution of the State of Florida gives the Supreme Court of Florida exclusive and ultimate authority to regulate the admission of persons to the practice of law and the discipline of those persons who are admitted to practice. The Court performs those official functions through two separate arms: the Florida Board of Bar Examiners, which screens, tests and certifies candidates for admission to the practice, and The Florida Bar, the investigative and prosecutorial authority in the lawyer regulatory process. Neither of these two agencies, nor any of their functions, is supported by state tax³⁴ dollars.

It’s public mission statement is *“Regulate the practice of law in Florida; ensure the highest standards of legal professionalism in Florida; and protect the public by prosecuting unethical attorneys and preventing the unlicensed practice of law.”* See www.floridabar.org Mission Statement on October 14, 2023; and;

“The Florida Bar Regulates the Practice of Law in Florida The Florida Bar is charged by the Florida Supreme Court with lawyer regulation as its core function to protect the public and the integrity of the judicial system.” *Id.*

All Members of the Bar must take an Oath, and swear, as following:

“I do solemnly swear:

I will support the Constitution of the United States and the Constitution of the State of Florida; I will maintain the respect due to courts of justice and judicial officers; I will not counsel or maintain any suit or proceedings which shall appear to me to be unjust, nor any defense except such as I believe to be honestly debatable under the law of the land; I will employ for the purpose of maintaining the causes confided to me such means only as are consistent with truth and honor, and will never seek to mislead the judge or jury by any artifice or false statement of fact or law; I will maintain the confidence and preserve inviolate the secrets of my clients, and will accept no compensation in connection with their business except from them or with their knowledge and approval; To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in court, but also in all written and oral communications; I will abstain from all offensive personality and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which I am charged; I will never reject, from any consideration personal to myself, the cause of the defenseless or oppressed, or delay anyone’s cause for lucre or malice. So help me God.”

The Record displayed on Charles Tavares’s Nine (09) Related Cases before the Miami Courts, shows, to any reasonable person, that, for more than ten (10) years, the Florida Bar, knowingly and intentionally, recklessly and systematically chose not to enforce its mandate, by willfully allowing and enabling reckless members of the Florida Bar, known Associates of a Criminal Enterprise, to continuously, and systematically perpetrate, among other things, violations of law, the constitution, rights, Florida Rules of Civil Procedure, and the Rules of Professional Conduct, to further rackets against, *e.g.*, Charles Tavares, the United States of America, the State of Florida, Florida courts, and the Florida Bar, showing the Florida Bar’s reckless disregards for the law, the public, and its own rules and mandate. See Record.

³³ See, [The 1949 Decision by the Supreme Court of Florida](#).

³⁴ The Florida Bar although not supported by “State Tax Dollars”, is a beneficiary of a Tax Exemption to pay Federal Tax Dollars under its claimed federal taxpayer status. At this time, Tavares has not found Federal or State Tax Records, but only for its Affiliated entity, The Florida Bar Foundation, Inc, a Not For Profit Corporation (“Bar Foundation”), Tax Id. #59-1004604, see [www.floridabar.org](#) Document #702751

COUNTS

Count 56 - The Florida Bar, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America by using dishonesty, fraud, and deceit to impair, obstruct, and defeat the lawful functions of the judicial machinery in a court of law in the United States of America in order to further major criminal schemes against the United States of America, in violation of 18 U.S.C. §371.

Count 57 - The Florida Bar, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, allowed its known Members implicated in a Criminal Enterprise, to systematically defraud, extort, injure, oppress, threaten, and intimidate Tavares and others in the free exercise and enjoyment of a right and a privilege secured to them by the Constitution and laws of the United States – – that is, among other things, the right to an uncorrupted and not subverted judicial machinery, due process of law, the right to be free from intimidation, harassment, and abuse in a court of law, and rights to property, in violation of, among other things, 18 U.S.C. §241. *See*, U.S. Const., Amend. XIV.

Count 58 - The Florida Bar, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to, knowingly and intentionally, allow the systematic deprivation, under color of law, of Tavares rights and properties upon known sham court proceedings to falsely incriminate, deprive and extort Tavares, in violation of, 18 U.S.C. § 242.

Count 59 - The Florida Bar, and its implicated Members, as officers of the courts, did knowingly combine, conspire, confederate, and agree among themselves, and others known and unknown implicated bad actors, to systematically defraud the United States of America, the State of Florida, and citizens, of the right to honest services upon courts of law in the United States, by among other things, knowingly and intentionally, allowing the systematic corruption and subversion of the judicial machinery by known Florida Bar licensed Members, to further known brazen criminal schemes upon courts of law in the United States of America, in violation of 18 U.S.C. §1346.

Count 60 - Craft, and other Members of the Florida Bar implicated, to further their criminal scheme subverting Florida courts to steal, deprive, and extort Tavares of rights and properties, knowingly and intentionally, uses, in 2014, U.S. Mail for the purpose of executing their scheme, in violation of 18 U.S.C. §1341.

Count 61 - Craft, and other Members of the Florida Bar implicated, knowingly and intentionally use their Florida Bar licenses as guise to commit crimes, willfully failing their duties to stop the known brazen criminal scheme, by systematically failing to properly investigate and stop the known violations of law by Hartog, Markowitz Trustee, and other Florida Bar licensees implicated, and by further making false statements in writing in 2014, in order to cover up the scheme, depriving, under color of law, Tavares of constitutionally guaranteed rights, and his properties, further depriving the United States and the State of Florida of honest services upon a court of law, in violation of, among other laws, §837.02, F.S., Title 18 U.S.C. §371, Title 18 U.S.C. §241, Title 18 U.S.C. §242, Title 18 U.S.C. §1346, Title 18 U.S.C. §1349, Title 18 U.S.C. §1341, Title 18 U.S.C. §1343, Abuse of Process - Florida Common Law, and in further violation of Florida Bar [Oath](#), and Rules of Professional Conduct, Rule 4-8.4 MISCONDUCT. *See* The Florida Bar Rules of Conduct, Rule 4-8.4.

CONCLUSION

The record displayed here, clearly shows that, the Criminal Enterprise has successfully subverted the judicial machinery in Florida, and elsewhere they operate, in order to further criminal schemes, depriving and extorting citizens and companies of properties and rights and then, “legalizing” these crimes, under color of law, and defrauding the United States of America of honest services in courts of law in the United States of America, undermining the rule of law and our democracy.

Only because Tavares is able to fight back the criminal schemes successfully depriving, stealing, and extorting Tavares of all his properties and rights, under color of law, for almost fifteen (15) years – and continuing to this date, that, we now can see how the Criminal Enterprise operates, corrupting major companies, bankers, officers of the courts, politicians, and willing partners, into criminal schemes, benefacting them all with the ill-gotten gains, causing irreparable damages to citizens, companies, the community, to the justice system, to the State of Florida, and to the United States of America, undermining the rule of law, and our democracy.

As such, we cannot allow these brazen known schemes and injustice to continue to erode the fabric of our society, subverting and corrupting all pillars of justice and democracy, by stopping this impunity now, and sending a clear and direct message to society that justice and the rule of law matters, before we become a total lawlessness “*Banana Republic*” society, where citizens do not believe or follow rules and laws because they see the injustice and impunity in the judicial machinery, the ultimate “*bastion*” of justice for citizens, and the systematic failure of responsible law enforcement to enforce the rule of law, protecting citizens, property, and rights from this known Criminal Enterprise, clearly presenting a danger to our society. See [Tavares Affidavit of 11/27/2022](#).

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing and that the facts contained therein are true, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

Dated: January 25, 2024

FURTHER AFFIANT SAYETH NAUGHT

/s/ Charles A. Tavares

Charles A. Tavares, Individually