

**CANDIDATE OATH –
NONPARTISAN OFFICE**

(Do not use this form if a Judicial or School Board Candidate)

Check box **only** if you are seeking to qualify as a write-in candidate:

☐ Write-in candidate

RECEIVED

SEP -9 2021

CITY OF MIAMI BEACH
OFFICE OF THE CITY CLERK

OFFICE USE ONLY

Candidate Oath

(Section 99.021(1)(a), Florida Statutes)

I, **CARLOS Sp4 ENRIQUE GUTIERREZ**

(Print name above as you wish it to appear on the ballot. If your last name consists of two or more names but has no hyphen, check box ☐ (see page 2 - Compound Last Names). No change can be made after the end of qualifying. Although a write-in candidate's name is not printed on the ballot, the name must be printed above for oath purposes.)

am a candidate for the nonpartisan office of **MAYOR OF MIAMI BEACH**

(Office)

(District #)

MAYOR; I am a qualified elector of **Miami-Dade**

☐ County, Florida;

(Circuit #)

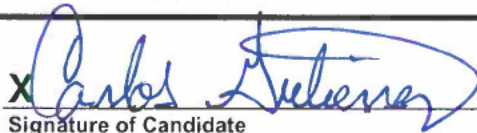
(Group or Seat #)

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Candidate's Florida Voter Registration Number (located on your voter information card): **122591695**

Phonetic spelling for audio ballot: Print name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 2 of this form): [Not applicable to write-in candidates.]

k A A r - l o n s e s - p i - f o r g u t t e e e h r e h z

X 

Signature of Candidate

(310) 359-3568

Telephone Number

CUBAMERICA4ME@HOTMAIL.COM

Email Address

708 PENNSYLVANIA AVE 4

Address

MIAMI BEACH

City

FLORIDA

State

33139

ZIP Code

STATE OF FLORIDA

COUNTY OF

Miami-Dade

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

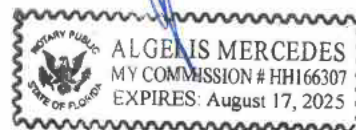
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this **9th** day of **September**, 20**21**.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: **DC # G362-105-63-291-0**



MIAMI BEACH

CITY OF MIAMI BEACH OATH/AFFIRMATION

RECEIVED

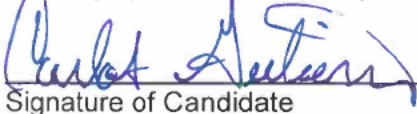
SEP -9 2021

CITY OF MIAMI BEACH
OFFICE OF THE CITY CLERK

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, an officer authorized to administer oaths, personally appeared CARLOS (Sp4) ENRIQUE GUTIERREZ DAIZ, to me well known who, being sworn, says that he/she is a candidate for the office of City Commissioner (Group No. MAYOR) or Mayor for the City of Miami Beach, Florida; that he/she is a qualified elector of said City residing within the City at least one year before qualifying for City of Miami Beach elected office; that his/her legal residence is: 708 Pennsylvasnia Ave #4, Miami Beach, Miami-Dade County, Florida; that he/she is qualified under the ordinances (including Miami Beach City Code Chapter 38 governing "Elections") and Charter of said City to hold such office; and that he/she has paid the required qualification fee or filed with the City Clerk a petition approving his/her candidacy signed by sufficient qualified and registered voters to constitute not less than two percent (2%) of this number of such voters as the same shall be on the date sixty (60) days prior to the first day of qualifying as a candidate for office.

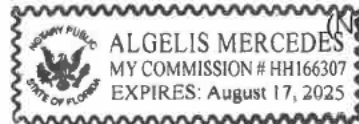


Signature of Candidate

Sworn to (or affirmed) and subscribed before me by means of X physical presence or

online notarization this 9th day of SEPTEMBER, 2021, by Carlos E Gutierrez


Signature of Notary Public-State of Florida



(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification X

Type of Identification Produced DL # G362-105-63-291-0

FORM 1

STATEMENT OF
FINANCIAL INTERESTS

2020

Please print or type your name, mailing
address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

GUTIERREZ DAIZ CARLOS ENRIQUE

MAILING ADDRESS :

708 PENNSYLVINA AVE

APT 4

CITY :

ZIP :

COUNTY :

MIAMI BEACH

33139

MIAMI DADE

NAME OF AGENCY :

CITY OF MIAMI BEACH

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

MAYOR OF MIAMI BEACH

CHECK ONLY IF ☒ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEERECEIVED
SEP -9 2021
CITY OF MIAMI BEACH
OFFICE OF THE CITY CLERK**** THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☒ DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
GUTIERREZLIVINGTRUST1990	11160 ORVILLE ST CULVER CITY 90230	NONTRANSIENT APARMENT
GUTIERREZLIVINGTRUST1990	3933 TILDEN AVE CULVER CITY 90230	NONTRANSIENT APARTMENT
GUTIERREZLIVINGTRUST1990	708 PENNSYLVINA AVE 4 M.B. FL. 33139	PRIVATE TRUST

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
BLDG 6305	BLDG 6305	6305 W22 CT HIALEAH FL	NONTRANSIENT APART

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

6305 WEST 22 COURT, HIALEAH, FL. 33016

You are not limited to the space on the
lines on this form. Attach additional
sheets, if necessary.FILING INSTRUCTIONS for when
and where to file this form are
located at the bottom of page 2.INSTRUCTIONS on who must file
this form and how to fill it out
begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
NONE	

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
11 JUDICIAL COURT MIAMI DADE	175 N.W. 1ST AVE MIAMI, FLORIDA 33128

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY	GUTIERREZ LIVING TRUST 19	BLDG 6305
PRINCIPAL BUSINESS ACTIVITY	EDUCATIONAL	NONTRANSIENT APARTMENT
POSITION HELD WITH ENTITY	SURVING TRUSTEE	PROPERTY MANAGER
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	ABSOLUTE OWNER	50%
NATURE OF MY OWNERSHIP INTEREST	ABSOLUTE OWNER	

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

☐ I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:



Date Signed:

Sept 9, 2021

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2020.

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
FOR MIAMI-DADE IN MIAMI-DADE COUNTY, FLORIDA

IN RE: ESTATE OF NOEMI V. GUTIERREZ
DECEASED

Case Nos, CP 2017-3738-CP-03
(RELATED 2018-1030-CP-02)

REQUEST TO TAKE JUDICIAL NOTICE

COMES NOW, CARLOS GUTIERREZ and pursuant to sections 90.608 Who may impeach, 90.107 Limited admissibility.90.202, 90.203, 90.204 Determination of propriety of judicial notice and nature of matter noticed. — and 207 Judicial notice by trial court in subsequent proceedings. 90.301 Presumption defined; inferences. 90.402 Admissibility of relevant evidence. 90.4026 Statements expressing sympathy; admissibility; definitions. 90.404 Character evidence; when admissible. 90.405 Methods of proving character. 90.407 Subsequent remedial measures. 90.408 Compromise and offers to compromise. 90.410 Offer to plead guilty; nolo contendere; withdrawn pleas of guilty. 90.501 Privileges recognized only as provided. 90.608 Who may impeach. Any party, including the party calling the witness, may attack the credibility of a witness by: (1) Introducing statements of the witness which are inconsistent with the witness's present testimony.(2) Showing that the witness is biased. (3) Attacking the character of the witness in accordance with the provisions of s. 90.609 or s. 90.610. (4) Showing a defect of capacity, ability, or opportunity in the witness to observe, remember, or recount the matters about which the witness testified. (5) Proof by other witnesses that material facts are not as testified to by the witness being impeached. 90.502 Lawyer-client privilege. (4) There is no lawyer-client privilege under this section when: (a) The services of the lawyer were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew was a crime or fraud. (b) A communication is relevant to an issue between parties who claim through the same deceased client. (c) A communication is relevant to an issue of breach of duty by the lawyer to the client or by the client to the lawyer, arising from the lawyer-client relationship.

(d) A communication is relevant to an issue concerning the intention or competence of a client executing an attested document to which the lawyer is an attesting witness, or concerning the execution or attestation of the document. (e) A communication is relevant to a matter of common interest between two or more clients, or their successors in interest, if the communication was made by any of them to a lawyer retained or consulted in common when offered in a civil action between the clients or their successors in interest.

90.204 Determination of propriety of judicial notice and nature of matter noticed. (1) When a court determines upon its own motion that judicial notice of a matter should be taken or when a party request such notice and shows good cause for not complying with s. 90.203(1), the court shall afford each party reasonable opportunity to present information relevant to the propriety of taking judicial notice and to the nature of the matter noticed. (2) In determining the propriety of taking judicial notice of a matter or the nature thereof, a court may use any source of pertinent and reliable information, whether or not furnished by a party, without regard to any exclusionary rule except a valid claim of privilege and except for the exclusions provided in s. 90.403. (3) If a court resorts to any documentary source of information not received in open court, the court shall make the information and its source a part of the record in the action and shall afford each party reasonable opportunity to challenge such information, and to offer additional information, before judicial notice of the matter is taken. (4) In family cases, the court may take judicial notice of any matter described in s. 90.202(6) when imminent danger to persons or property has been alleged and it is impractical to give prior notice to the parties of the intent to take judicial notice. Opportunity to present evidence relevant to the propriety of taking judicial notice under subsection (1) may be deferred until after judicial action has been taken. If judicial notice is taken under this subsection, the court shall, within 2 business days, file a notice in the pending case of the matters judicially noticed.

For purposes of this subsection, the term "family cases" has the same meaning as provided in the Rules of Judicial Administration. Florida Statutes, respectfully requests that this Court take Judicial Notice of the following documents:

1. Affidavit of Spouse to Social Security Administration Dated August 25, 2021
2. Keystone Property Management Lease statements four pages as August 01, 2020, through August 01, 2021.
3. Two-page electronic mail from Carlos Sp4 Gutierrez dated August 26, 2021, to Mr. Cuello 90.107 Limited admissibility.

4. One-page electronic mail with attachment dated August 21, 2021, copy of attachment, Re: Resignation of Rosa Figarola dated March 24, 2021. 90.107 Limited admissibility.
5. One-page electronic mail from Carlos Sp4 Gutierrez dated August 11, 2021, to Mr. Hung Nguyen, Re Gutierrez appeal and possible conflict of interest. Inquest sale of documents for Ticor Title Insurance Policy No. 7110609-3628833 attached with witness to Special Warranty Deed (corporate) dated April 22, 2009, for property 13367 SW 43rd Lane, Florida 33175 witnesses Hau Nguyen. 90.107 Limited admissibility.
6. One-page JUDICIAL QUALIFICATIONS COMMISSION Dated August 11, 2020, Re: Docket No. 19-589; Figarola. 90.608 Who may impeach.
7. One-page Filing # 104409167 E-Filed 03/05/2020 02:26:57 PM RECEIPT OF ASSETS BY DEPOSITORY. Wire in the amount of \$1,780,590.76
8. One-page electronic mail dated February 02, 2020, From Merrill Greg. To Carlos E. Gutierrez. Statement of understanding of facts how Eric Virgil a Florida Bar Member provided different wiring instruction to close the sale, it also shows how Florida Bar members have violated California State Law of unlicensed practice of law by Florida court officer. 90.107 Limited admissibility. 90.608 Who may impeach.
9. One-page electronic mail dated December 20, 2019, from Carlos E. Gutierrez. To Mr. Leon to introduce California Attorneys, Mr. Nelson of Chandler Law and Mr. Samson Quintin to ensure collaboration for wire instruction of \$2,000,000.00 Two million U.S. dollars for California Sales Contract and purchase agreement dated December 2018 for property of Carlos E. Gutierrez. 90.107 Limited admissibility, 90.608 Who may impeach.
10. One-page URGENT NOTICE – PAY IMMEDIATE past due 2018 taxes. Demand letter form IRS Department of the Treasury. Amount Past Due \$46,379.35.
11. Letter to the Federal Trade Commission dated November 02, 2019 for a request to investigate how Florida members of the State Bar have unlawfully used Florida Judicial system to force person with limited English language deficiency and Judicial Officer claimed dyslexia was not a disability, that I have without considering a safe harbor for ELD as Spanish is my first language. The court Judicial Officer was biased

against me for several reason I have had need of neccceassary tools for the for the quasi-judicial actions that are predicated in my several defenses. 90.107 Limited admissibility, 90.608 Who may impeach.

12. Four-page Order Removing Carlos Gutierrez as Trustee e-filed September 18, 2019 without just notice of action to remove a Trustee. The Order is defective plaintiffs have no standing. 90.107 Limited admissibility, 90.608 Who may impeach.
13. One-page REPORT OF MEDIATOR Dated September 12, 2019, Submitted by Michael A. Genden.
14. One-page electronic mail from William Tucker to Carlos dated August 26, 2019, subject Mediation partial agreement of August 15, 2019, failed to notify the courts of a impasse breached and disclosed to the confidential information instigating litigation by Plaintiff without standing.
15. One-page REPORT OF MEDIATOR Dated August 15, 2019, submitted by Michael A. Genden. Used mediation to violate subsection 44.401 -Mediation Confidentiality to instigate litigation. 90.107 Limited admissibility, 90.608 Who may impeach.
16. One-page letter from The Eleventh Circuit Professional Panel. Re: Professionalism Complaint ID: 2634. 90.107 Limited admissibility, 90.608 Who may impeach.
17. Eight-page Complaint ID 2605 dated December 03, 2018, from Carlos E. Gutierrez to The Eleventh Circuit Professional Panel. 90.107 Limited admissibility, 90.608 Who may impeach.
18. Five-page Filing # 68289105 E-Filed 02/21/2018 05:04:45 PM Case No. 2017-023376-CA-01 never heard and re-calendar by un-known member of the Bar. 90.107 Limited admissibility, 90.608 Who may impeach.\
19. Three-page letter Dated December 20, 2018, by Mery Lopez sent via fax to Alan Cohn, Greenspoon Marder, Re. Carlos E. Gutierrez and Enrique C. Gutierrez. 90,608 Who may impeach. 90.107 Limited admissibility.
20. One-page PETITION AND ORDER FOR EXPUNGEMENT Filed November 17, 2005. Case BA158394 People of The State of California v. Noemi Gutierrez-Rodriguez 90.608 Who may impeach. 90.107 Limited admissibility.

21. One-page TRUSTEE'S DEED Dated 18 day of August 2017, Instrument was prepared by Alan B. Cohen, Greenspoon Marder and Notary by Jennifer Copeland. 90.608 Who may impeach.
22. Four-page Filing Dated 08/16/2017 Court Docket Harvey Ruvin Clerk of the Court Docket listing for case 13217DR0192A00104 Miami-Dade County Civil, Family and Probate Online System. 90.608 Who may impeach.
23. One-page letter Greenspoon Marder dated August 01, 2017, Re: Noemi V Gutierrez Trust 6305 W. 22nd Court, Hialeah, Florida 33016. 90.608 Who may Impeach.
24. One-page Demand Notice Titled Noemi's Apartments. 90.608 Who may impeach.
25. Two-page Sunbiz.org Detail by Entity Name Noemi's Apartments LLC date filed 07/27/2017. 90.608 Who may impeach.
26. Two-page NOEMIS APARTMENT LLC. 6305 W 22ND CT. HIALEAH FL 33016. Wells Fargo Business Choice Checking opening statement account Number 6582776537 July 28, 2017-July 31, 2017. 90.608 Who may impeach.
27. Seven-page Filing # 56398963 E-Filed 05/13/17 10:52:08 AM Case 2010-17449-CA-01 PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE 90.608 Who may impeach.
28. One-page copy of Check from the account of Noemi V. Gutierrez Daiz, GUTIERREZ LIVING TRUSTEE DATED February 09, 2017, account 063107513 pay out to Anthony Rodriguez Four thousand five hundred \$4,500.00
29. Two-page copy of New from Biz Journals Dated August 18, 2008, detailing conspiracy second page describes Marlene Norono entire article in connection to \$17 Million. 90.608 Who may impeach.
30. WHEREFORE, Defendant, respectfully requests that this court enter Order judicially noticing the above described matters.

I Carlos Gutierrez Certificate of Service. CERTIFY that a true and correct copy of the foregoing was furnished via of email/ e portal, this 01 day of September 2021 to:
ALAN.COHN@GMLAW.COM, WILLIAM.TUCKER@GMLAW.COM,
BRIAN.MCHUGH@GMLAW.COM, LOUIS HILLMAN - LOUISHILLMAN@ZHVLA.COM,

YANIEL CANTELAR - YCANTELAR@ZHVLAWS.COM, HUNG VIET NGUYEN-
hung@nguyenlawfirm.net, ALEX CEELLO- cuellopa@gmail.com, acuello@probatesfl.com,
ERIC VIRGIL - eric@virgillaw.com, STACY RUBELL- stacy@virgillaw.com, ROSA De La Caridad
FIGAROLA- RFIGAROLA@JUD11.FLCOURTS.ORG CARLOS E, GUTIERREZ, 708
PENNSYLVANIA AVE APT 4 MIAMI BEACH FL TEL (310) 359-3568
CUBAMERICA@HOTMAIL.COM,

1 Sept 21 
CARLOS E. GUTIERREZ
708 PENNSYLVANIA AVE Apt 4
Miami-Beach FL. 33139
Tel (310) 359-3568

90.203 Compulsory judicial notice upon request.—A court shall take judicial notice of any matter in s. 90.202 when a party requests it and:

- (1) Gives each adverse party timely written notice of the request, proof of which is filed with the court, to enable the adverse party to prepare to meet the request.
- (2) Furnishes the court with sufficient information to enable it to take judicial notice of the matter.

From: Carlos Sp4 Gutierrez <cubamerica4me@hotmail.com>
Sent: Saturday, August 21, 2021 7:17 PM
To: Mr. Hung Viet Nguyen; acuello@probatesfl.com; Maria Elvira Salazar; Rubio, Casework (Rubio); cnelsonattorney@gmail.com; clerksoffice@miamidade.gov; clerkweb@mail.house.gov; saamail@mail.house.gov; Sanctions; Miami Herald; special.litigation@usdoj.gov; Sylvia.Hanks@miamidade.gov; soedadee@miamidadw.gov; Federal Election Commission
Subject: Why wasn't I informed
Attachments: PDF document.pdf

Clearly the members of the Florida bar have used the office of a judicial officer knowingly and willingly conspiring against my civil rights and seeking unlawful collection of debt without merit frozen my bank accounts prohibited my income taxes from being paid, rendering my ability life Liberty and protection of real property within the United States including California and Florida not limited to property ceased in a foreign country of Cuba as surviving trustee arrived in 1964/65 with family and 30,000 Cuban American Nationals under visa waiver waiting 25 years and provided Honorable Military service as a registered alien with the third infantry division of the United States Army. I now a veteran and prod Citizen in America. Has been Denied of a day in court has defended against members of the court and of the members of the Florida Bar instigating litigation without standing.

The Court obstruction of justice that secured the re-election by county commission reappointment after a 2019 Florida public admonished this judicial officer and four others who concealed the disability and provided protection in securing Rosa Figrola a career not for profit organization funded by the Department of Florida Family protection government agency is predicated by the formal Miami Beach Mayor securing a Not for profit organization funded by the federal urban housing department for elderly adults. Both served the county of Miami Dade in a quasi judicial capacity. Both have used Title and Office of an elected position securing additional entitlements emoluments in addition to their public service.

These are grounds for impeachment and civil penalties in addition to all lawful actions that the clerk may find just cause for civil penalty and for the damages and cost for slander, and perjury in open court. I question if the state attorney will seek criminal fraud charges for allowing others to use office and title of elected officer for the county my Miami Dade in the state of Florida. Reseri

/cg

Carlos E. Gutierrez respectfully request to be reinstated as surviving trustee of the Gutierrez Living Trust 1996 and damages including fines and fees for IRS taxes including cost of living and unpaid income rightfully due not limited to loss caused by investment opportunities from prudent investments.

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CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

ROSA C. FIGAROLA
CIRCUIT JUDGE

LAWSON E. THOMAS COURTHOUSE CENTER
175 N.W. FIRST AVENUE
MIAMI, FLORIDA 33128

March 24, 2021

Honorable Ron DeSantis
Governor, State of Florida
The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

RE: Resignation from position as Circuit Court Judge
Eleventh Judicial Circuit, Group 2

Dear Governor DeSantis:

I am writing to tender my resignation as a Judge of the Circuit Court, Eleventh Judicial Circuit, Group Two effective September 3, 2021 at 5:00 p.m.

It has been my distinct honor to serve my community as a county and circuit court judge since my appointment in December 2000. I wish you wisdom and grace as you make your decision regarding the next person to fill this seat. I can only hope that the person selected enjoys the privilege as much as I have and serves the community with humility and wisdom while adhering to the laws we hold so dear.

Sincerely,

A handwritten signature in cursive script that reads "Rosa Figarola".

Rosa Figarola
Circuit Judge

Cc: Chief Justice Charles Canady, Florida Supreme Court
Chief Judge Bertila Soto, Eleventh Judicial Circuit
Chief Judge Elect Nushin Sayfie, Eleventh Judicial Circuit
Judge Yvonne Colondy, Administrative Judge Probate Division

Important Reminder

Penalty of Perjury

You declared under penalty of perjury that all the information on this summary is true and correct to the best of your knowledge. Anyone who knowingly gives a false or misleading statement about a material fact in a redetermination, or causes someone else to do so, commits a crime and may be sent to prison or may face other penalties, or both.

Things We Need

We need the items listed below to decide if we have correctly paid you. Please bring or mail these items to us right away. Our address and phone number are shown at the top of this notice. The sooner we receive the item(s), the sooner we can determine if we have paid you correctly and if your eligibility continues.

We must see the original document(s) or a certified copy of the item(s) unless otherwise indicated. When an original document or a copy certified by the issuing agency is required, we cannot accept a photocopy or notarized copy of the document. We will return the original document(s) or certified copies to you.

Things We Need For STEFANY LEA PARKER

- PLEASE SUBMIT NEW UP TO DATE DOCUMENTS FOR MR GUTIERREZ TRUST FUNDS. ALSO, BANK STATEMENTS FOR THE BOTH OF YOU SINCE 12-2019 THRU 09-2021.
- ASSURE TO WRITE ATTN OROVIO AND ADD YOUR SOCIAL SECURITY NUMBER ON THE FIRST SHEET. PLEASE MAIL IN DOCUMENTS BEFORE 09-09-2021.

If We Do Not Hear From You

We may stop your SSI if you do not respond to this request or contact us by October 1, 2021 to tell us why. If we stop your SSI, you could also lose any Medicaid based on SSI you have now.

Before we stop your SSI, we will send you another notice to explain our decision. The notice will also explain your right to appeal the decision and how to continue getting SSI during the appeal.

If You Have Any Questions

If you have any questions, you may call, write, or visit any Social Security office. If you call or visit our office, please have this notice with you and ask for OROVIO. The address and telephone number are shown at the top of this notice.

Stepany Lea Parker
lives with Carlos E. Gutierrez

ne Prop
ay, Octob
erica4me
statement
ement

mail@managebuilding.com>

Unit 2 - Unit 4 as of 10/1/2020 | Keystone Property

; of 2020 01

Account #: 00981846

708 Pennsylvania Avenue-Unit 4
Miami Beach, FL 33139

Date	Memo	Amount	Balance
Prior balance			\$1,300.00
7/1/2020	Rent	\$1,300.00	\$2,600.00
7/28/2020	Payment by Carlos Gutierrez	(\$2,600.00)	\$0.00
8/1/2020	Rent	\$1,300.00	\$1,300.00
9/1/2020	Rent	\$1,300.00	\$2,600.00
10/1/2020	Rent	\$1,300.00	\$3,900.00

Balance due: \$3,900.00

Payment is due on the 1st of the month.

Manage your account online: <http://keystonepr>

miami.managebuilding.com

Keystone Property Management 305-532-7878 30
requiring signature use: 765 Arthur Godfrey Road

Box 402336 Miami Beach, FL 33140 For mail
140

Stay connect

Client Center app



cubamerica4me@hotmail.com

From: Keystone Property Management <mail@managebuilding.com>
Sent: Sunday, August 1, 2021 4:17 AM — *Date Tomorrow will be a New Invoice*
To: cubamerica4me@hotmail.com
Subject: Lease statement for 12002- Moonlit 2 - Unit 4 as of 8/1/2021 | Keystone Property Management

Lease statement as of 2021-08-01

Carlos Guitierrez Final 2/19/21
708 Pennsylvania Avenue-Unit 4
Miami Beach, FL 33139

Account #: 00981846

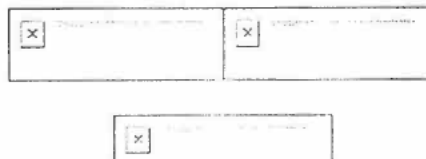
Date	Memo	Amount	Balance
Prior balance			\$11,700.00
5/1/2021	Rent	\$1,300.00	\$13,000.00
6/1/2021	Rent	\$1,300.00	\$14,300.00
7/1/2021	Rent	\$1,300.00	\$15,600.00
8/1/2021	Rent	\$1,300.00	\$16,900.00
Balance due: \$16,900.00			

Payment is due on the 1st of the month.

Manage your account online: <http://keystonepropertymanagement-miami.managebuilding.com>

Keystone Property Management 305-532-7878 305-538-1031 fax PO Box 402336 Miami Beach, FL 33140 For mail requiring signature use: 765 Arthur Godfrey Road Miami Beach, FL 33140

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cubamerica4me@hotmail.com

From: Keystone Property Management <mail@managebuilding.com>
Sent: Saturday, May 1, 2021 4:15 AM
To: cubamerica4me@hotmail.com
Subject: Lease statement for 12007 Moonlit 2 - Unit 4 as of 5/1/2021 | Keystone Property Management

Lease statement as of 2021-05-01

Carlos Guitierrez Final 2/19/21
708 Pennsylvania Avenue-Unit 4
Miami Beach, FL 33139

Account #: 00981846

Date	Memo	Amount	Balance
Prior balance			\$7,800.00
2/1/2021	Rent	\$1,300.00	\$9,100.00
3/1/2021	Rent	\$1,300.00	\$10,400.00
4/1/2021	Rent	\$1,300.00	\$11,700.00
5/1/2021	Rent	\$1,300.00	\$13,000.00
Balance due: \$13,000.00			

Payment is due on the 1st of the month.

Manage your account online: <http://keystonepropertymanagement-miami.managebuilding.com>

Keystone Property Management 305-532-7878 305-548-1000 (or PO Box 402336 Miami Beach, FL 33140 For mail requiring signature use: 765 Arthur Godfrey Road Miami Beach, FL 33140

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cubamerica4me@hotmail.com

From: Keystone Property Management <rent@managebuilding.com>
Sent: Friday, January 1, 2021 4:16 AM
To: cubamerica4me@hotmail.com
Subject: Lease statement for 1200 S Miami St - Unit 4 as of 1/1/2021 | Keystone Property Management

Lease statement as of 2021-01-01

Carlos Guitierrez
708 Pennsylvania Avenue-Unit 4
Miami Beach, FL 33139

Account #: 00981846

Date	Memo	Amount	Balance
Prior balance			\$2,600.00
10/1/2020	Rent	\$1,300.00	\$3,900.00
11/1/2020	Rent	\$1,300.00	\$5,200.00
12/1/2020	Rent	\$1,300.00	\$6,500.00
1/1/2021	Rent	\$1,300.00	\$7,800.00
Balance due: \$7,800.00			

Payment is due on the 1st of the month.

Manage your account online: <http://keystonepropertymanagementmiami.managebuilding.com>

Keystone Property Management 305-532-7878 305-532-7878 (fax) P.O. Box 402336 Miami Beach, FL 33140 For mail requiring signature use: 765 Arthur Godfrey Road Miami Beach, FL 33140

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From: Carlos Sp4 Gutierrez
Sent: Thursday, August 26, 2021 7:22 AM
To: contact@floridajqc.com; Maria Elvira Salazar; hung@nguyenlawfirm.net; Rubio, Casework (Rubio); Ramkissoon, Leela; hung@nguyenlawfirm.net; acuello@probatesfl.com; saamail@mail.house.gov; SOEDADE@MIAMIDADE.GOV; F018@jud11.flcourts.org; Phillips, Sheila
Cc: Enrique Gutierrez; Kevin.McKenna@colliers.com; Slinger, Mike; cnelsonattorney@gmail.com; saamail@mail.house.gov; Greg.Merrill@colliers.com; Sanctions; Jurisdictionary; cubamerica4me@hotmail.com
Subject: Mr. Cuello here is a draft of the complaint against members of the court that i have requested you to prepare i have cc additional person to witness my request is as professional as always. Mr. Nguyen has informed me to address this complaint with you.
Importance: High

Mr. Cuello

Please response to my request to have this complaint perfected to meet Florida judicial court standards. It is the same request just worded shorter and understandable coming from a layman in law. From the date I had my first telephone conversation with you the topic of obstruction of justice is the complaint to correct the injustices that you have heard me repeat. You have had over a year to correct. I have never heard you contradict my interpretation of the manner of injustice against me and I consider that reasonable confirmation to interpretation and justify impeachment including disbarment of the criminals in our justice system.

Please contact me at 310-359-3568 or at my email address cubamerica4me@hotmail.com not later then Friday the 27 day of August 27, 2021. I ask the persons I have included to witness my request and if available take action against corruption of justice by Members of the Florida bar if allowed.

I Carlos E. Gutierrez make this complaint by consumer who thought he was purchasing a full-service package of brokerage services but instead, were misled and were actually purchasing only a limited-service package.

In the Chambers of Rosa C. Figarola is a judge of the Florida 11th Circuit Court, upon a motion for a reconsideration Case 2017-3738-CP-03 and related Case 2018-1030-CP-03 11th Judicial circuit Miami-Dade for the State of Florida. Rosa C. Figarola together with the Officers in the above-entitled cases as officers of her court and members of the Florida Bar, willfully interfered with the process of justice by influencing, threatening, harming, and impeding Carlos E. Gutierrez a witness, and potential witness including members of the California State Bar. That Carlos E. Gutierrez makes this request to the Circuit Courts to issue the writ of mandamus to the register of the Clerk of the Court, commanding him to quash the circuit court decision ab initio and grant certificates of purchase to Carlos E. Gutierrez including a grant of probate and for lands, to which he supposed himself entitled under the laws of the United States.

Independent of the particular objections which this case presents from it involving a question the circuit court obviously and improperly reweighed conflicting evidence presented at the hearing and substituted its judgment for that of the Florida Bar Members opinion. That damages be paid to Carlos E. Gutierrez in the amount improperly seized, frozen, paid to others and proceeds held from him including proceeds from the sale of his real-property in California in the amount of two million US dollars, and any losses associated or fined against him, including what is just and fair according to the United States Laws the laws, the California state law and the State of Florida laws, including quashing the circuit court decision ab initio under review, which the a deprivation of an owner's right to the beneficial use of property that caused by Florida Bar Members obstruction of justice. 18 U.S.C. § 1503 defines "obstruction of justice" as an act that "corruptly or by threats or force, or by any threatening letter or communication, influences, obstructs, or impedes, or endeavors to

influence, obstruct, or impede, the due administration of justice." Florida Bar Members A priori to Case 2017-3738-CP-03 and related Case 2018-1030-CP-03 In the 11th Judicial circuit Miami-Dade for the State of Florida, the court judicial officers and officers of that court did willfully interfered with the process of justice by influencing, threatening, harming, and impeding Carlos E. Gutierrez a witness, and potential witness including members of the California State Bar. The court and its Florida Bar Members requested the Opinion of California Attorney then corruptly informed the court such communication was "practice without Florida License". The act by any threatening letter or communication made on May 14, 2018, is a crime consisting of obstructing judicial investigators and other government officials. Which a deprivation of an owner's right influence it impossible to receive a reasonable return from the property NOTE: Unnecessary hardship may justify the granting of a variance if the use permitted by the variance will not alter the essential character of the locality. Carlos E. Gutierrez had established an unnecessary hardship" by proving that the subject property could be conformed for a permitted use only at a prohibitive expense. Obstruction of justice occurs when a person offers false information, or otherwise takes some action that frustrates an investigation or other legal process.

Power of the Circuit Courts to issue the writ of mandamus, is confined exclusively to those cases in which it may be necessary to the exercise of their jurisdiction. Had the 11th section of the judiciary act covered the whole ground of the constitution, there would be much reason for exercising this power in many cases wherein some ministerial act is necessary to the completion of an individual right arising under laws of the United States, and the 14th section of the same act would sanction the issuing of the writ for such a purpose. But although the judicial power of the United States extends to cases arising under the laws of the United States, the legislature has not thought proper to delegate the exercise of that power to its Circuit Courts, except in certain specified cases. When questions arise under those laws in the State Courts, and the party who claims a right or privilege under them is unsuccessful, an appeal is given to the Supreme Court, and this provision the legislature has thought sufficient at present for all the political purposes intended to be answered by the clause of the constitution, which relates to this subject.

It was not a mandamus to a collector to grant a clearance, and unquestionably could not have been issued but upon a supposition inconsistent with the decision in this case. But that 14 May 2018, preventing the communication with California license Bar members was issued upon the voluntary submission of the collector Court Appointed Florida Bar member with the intention of promoting litigation, and in order to extricate themselves from an embarrassment resulting from conflicting duties. Volenti non fit injuria.

The fact that in some States, you have to have an attorney involved in the transaction, whereas, in California, it seems to be working out well to have escrow agents and title insurance companies, not only is it considerably cheaper than in States requiring an attorney, but also in my State, you get a guarantee that your title search was done right, and even if they non-negligently made a mistake, they pay you. Here on the East Coast, if your careful attorney fails to be able to detect that there is an easement running across your living room, then you have an easement running across your living room. Are you folks focused at all on whether the Federal Government should tell the States that it is wrong to require an attorney?

Instead, the Florida Bar it is an association among private competitors, which is a traditional subject of the antitrust laws, agreements among horizontal private competitors. Relating to legislation preventing or controlling trusts or other monopolies, with the intention of promoting litigation not competition in business.

The Department of Justice has not supported State measures that have sought to mandate the minimum service requirements for real estate professionals. What is the methodology of that, of opposing the State measures that seek to mandate minimum service?

Grown 10

§1581. Peonage; obstructing enforcement

(a) Whoever holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined under this title or imprisoned not more than 20 years, or both. If death results from the violation of this section, or if the violation includes kidnapping or an attempt to kidnap, aggravated sexual abuse or the attempt to commit aggravated sexual abuse, or an attempt to kill, the defendant shall be fined under this title or imprisoned for any term of years or life, or both.

(b) Whoever obstructs, or attempts to obstruct, or in any way interferes with or prevents the enforcement of this section, shall be liable to the penalties prescribed in subsection (a).

(June 25, 1948, ch. 645, 62 Stat. 772; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 104-208, div. C, title II, §218(a), Sept. 30, 1996, 110 Stat. 3009-573; Pub. L. 106-386, div. A, §112(a)(1), Oct. 28, 2000, 114 Stat. 1486.)

HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., §§444, 445 (Mar. 4, 1909, ch. 321, §§269, 270, 35 Stat. 1142).

Section consolidates sections 444 and 445 of said title 18, U.S.C., 1940 ed., with changes in phraseology to amplify and clarify their provisions.

Reference to persons causing or procuring was omitted as unnecessary in view of definition of "principal" in section 2 of this title.

EDITORIAL NOTES

AMENDMENTS

2000—Subsec. (a). Pub. L. 106-386 substituted "20 years" for "10 years" and inserted at end "If death results from the violation of this section, or if the violation includes kidnapping or an attempt to kidnap, aggravated sexual abuse or the attempt to commit aggravated sexual abuse, or an attempt to kill, the defendant shall be fined under this title or imprisoned for any term of years or life, or both."

From: Carlos Sp4 Gutierrez <cubamerica4me@hotmail.com>
Sent: Saturday, August 21, 2021 7:17 PM
To: Mr. Hung Viet Nguyen; acuello@probatesfl.com; Maria Elvira Salazar; Rubio, Casework (Rubio); cnelsonattorney@gmail.com; clerksoffice@miamidade.gov; clerkweb@mail.house.gov; saamail@mail.house.gov; Sanctions; Miami Herald; special.litigation@usdoj.gov; Sylvia.Hanks@miamidade.gov; soedadadee@miamidadw.gov; Federal Election Commission
Subject: Why wasn't I informed
Attachments: PDF document.pdf

Clearly the members of the Florida bar have used the office of a judicial officer knowingly and willingly conspiring against my civil rights and seeking unlawful collection of debt without merit frozen my bank accounts prohibited my income taxes from being paid, rendering my ability life Liberty and protection of real property within the United States including California and Florida not limited to property ceased in a foreign country of Cuba as surviving trustee arrived in 1964/65 with family and 30,000 Cuban American Nationals under visa waiver waiting 25 years and provided Honorable Military service as a registered alien with the third infantry division of the United States Army. I now a veteran and prod Citizen in America. Has been Denied of a day in court has defended against members of the court and of the members of the Florida Bar instigating litigation without standing.

The Court obstruction of justice that secured the re-election by county commission reappointment after a 2019 Florida public admonished this judicial officer and four others who concealed the disability and provided protection in securing Rosa Figrola a career not for profit organization funded by the Department of Florida Family protection government agency is predicated by the formal Miami Beach Mayor securing a Not for profit organization funded by the federal urban housing department for elderly adults. Both served the county of Miami Dade in a quasi judicial capacity. Both have used Title and Office of an elected position securing additional entitlements emoluments in addition to their public service.

These are grounds for impeachment and civil penalties in addition to all lawful actions that the clerk may find just cause for civil penalty and for the damages and cost for slander, and perjury in open court. I question if the state attorney will seek criminal fraud charges for allowing others to use office and title of elected officer for the county my Miami Dade in the state of Florida. Reseri

/cg

Carlos E. Gutierrez respectfully request to be reinstated as surviving trustee of the Gutierrez Living Trust 1996 and damages including fines and fees for IRS taxes including cost of living and unpaid income rightfully due not limited to loss caused by investment opportunities from prudent investments.

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CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

ROSA C. FIGAROLA
CIRCUIT JUDGE

LAWSON E. THOMAS COURTHOUSE CENTER
175 N.W. FIRST AVENUE
MIAMI, FLORIDA 33128

March 24, 2021

Honorable Ron DeSantis
Governor, State of Florida
The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

RE: Resignation from position as Circuit Court Judge
Eleventh Judicial Circuit, Group 2

Dear Governor DeSantis:

I am writing to tender my resignation as a Judge of the Circuit Court, Eleventh Judicial Circuit, Group Two effective September 3, 2021 at 5:00 p.m.

It has been my distinct honor to serve my community as a county and circuit court judge since my appointment in December 2000. I wish you wisdom and grace as you make your decision regarding the next person to fill this seat. I can only hope that the person selected enjoys the privilege as much as I have and serves the community with humility and wisdom while adhering to the laws we hold so dear.

Sincerely,

A handwritten signature in cursive script that reads "Rosa Figarola".

Rosa Figarola
Circuit Judge

Cc: Chief Justice Charles Canady, Florida Supreme Court
Chief Judge Bertila Soto, Eleventh Judicial Circuit
Chief Judge Elect Nushin Sayfie, Eleventh Judicial Circuit
Judge Yvonne Colondy, Administrative Judge Probate Division

From: Carlos Sp4 Gutierrez <cubamerica4me@hotmail.com>
Sent: Wednesday, August 11, 2021 9:45 AM
To: Hung Nguyen
Subject: Re: Gutierrez appeal

Mr. Nguyen

The amount of obstruction of justice, and wrongful use of Color of law, that people as powerful as five Judges and from the year Jeb Bush was Governor is about the date my father had a massive heart failure. The truth is we my parents and I are completely different then my sister. She is committed some Parental and child abuse that I only this past year been able to verify. My parents and I lived our lives after exiled in a Republic of California, Florida is nothing like a republic and my father would not have known nor my mother. However the Xerox corporation that provided wealth protection for the union employees as the plant closed in El Segundo California and most of my mothers coworkers and life friends including my family as I was beginning to start a marriage with my Second son. My sister was here in Florida learning how to defraud the Urban Housing Authority Housing, that I now see how she like a pimp selling prostitute the Neighbor to the rear of my parents house was prostituting Cuban woman from Cuba with a language education deficiency. This was not a safe harbor for a protected woman like my mother. My mother would have stood her ground and never told me how human trafficking by my sister and Joaquin was just like the woman being sold to older men. But in my mothers case my mother keep her Trust private until my sister exposed it to Marlene Norono aka Marlene Ruiz, she and other Cuban American Bar members are now Judicial Officer and the Judicial Commission with the Miami Dade Housing Authority have be unlawfully and without morals seeking wealth transfers. I never understood why they committed the hate crime and attempted to have me incarcerated putting a false light use of my mothers name to make police in our home town believe it was a concern of my mother when it was a complete defamation by my sisters knowing I am the Trust protector. Now you tell me a reasonable mother in a similar situation and knowing the love shared from a child I was the first to learn English and defend my parents. How would I have reacted had she told me of the domestic violence by my sister my mothers only salvation would have been me after my father death. In 2000 my older son has not begun to learn about the Cuban disparage believing it's my behavior problem when it's Cuban/American against American/Cubans who have never lived in a true Republic form of Government. South Florida was infiltrated by many criminals that Castro let out of Jail. I questioned my experiences and treatment by the People bias and when I trusted in our justice system knowing I had not done as alleged seeing the Deputy district attorney beg the judge to reconsider finding the reasons for striking four Hispanics from the jury Venere. The fear in losing his job and career over mine is now my day in court to defend the Men like my father and the love for integrity and ethics that men who arrived after my family and I was a product of war crimes committed against a class of Cubans that are subjected to gaslighting and monetary crimes such as my sister did. See if you can verify if it was my mother that the police in Los Angeles arrested for questioning for crimes committed in 1994 4 pages of witnesses and victims are in a police department for the officer to issue an arrest warrant. So you tell the judge she with her believes that 99% of the men are guilty. She is wrong and has no right to violate a contract or claiming that the Courpus a Trust is the income my sister forced the hand of my mother holding her own children as bait and prostituting our mother who we Cubans are known to protect young children and certainly not reward them or the mother who became like a Russian stealing from the government and our parents that the judge is committing a bigger crime against our justice system and I see it as treason. That Florida does not recognize the Supreme Court of the United States. I hope you have all the Grounds that I have provided the Sergeant at arms in Washington DC if my oath to serve and protect were in vain. I will seek a method for the UCMJ to convey a court martial for the war crimes and false flag that violated the treaty of Peace. The records of human rights violation targeted at Spanish Catholic by the fears we are all men and women bear the pains of birth. Lady Justice and the Catholic Church is about to make public his new changes to the justice system in the Vatican City state. So I only request that I be allowed to read it before you file it and please let me know if you have any questions.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
Florida Modified

POLICY NO.
7110609- 3628833

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

**TICOR TITLE INSURANCE
COMPANY OF FLORIDA**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY OF FLORIDA, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TICOR TITLE INSURANCE COMPANY OF FLORIDA has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued By:



Thinking of Refinancing?
Call BUYER'S TITLE
(954) 915-8450

TICOR TITLE INSURANCE COMPANY OF FLORIDA



By:

[Signature]

President

Attest:

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, State insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule [A], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigations as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as

unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

CONDITIONS AND STIPULATIONS - CONTINUED

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the Insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant which has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule [A] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals there from, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals there from, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the Insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation. Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss. If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to

CONDITIONS AND STIPULATIONS - CONTINUED

the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors. The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION (This paragraph was modified for Florida Policies.)

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between Company and the insured arising out of or relating to this policy, and service of Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

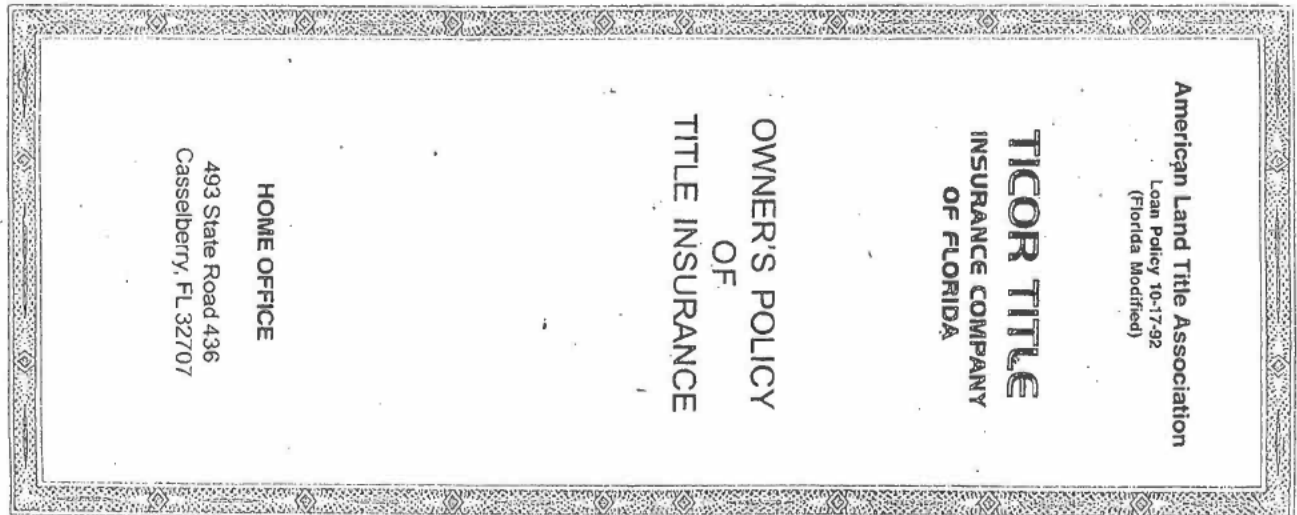
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Ticor Title Insurance Company of Florida National Claims Administration, P.O. Box 45023, Jacksonville, Florida 32232 5023.



TICOR Title Insurance Company
OWNER'S POLICY
Schedule A

Policy No.
7110609-3628833

Effective Date
5/12/2009 at 9:55AM

Agent's File Reference:
08-3700

Amount of Insurance: \$174,900.00

1. Name of Insured:

Noemí V. Gutierrez

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 26862, Page 1397, of the Public Records of Miami-Dade County, Florida.
3. The land referred to in this policy is described as follows:

Lot 6, Block 36, SAN SEBASTIAN UNIT NO. FIVE, according to the plat thereof, as recorded in Plat Book 111, Page 9, of the Public Records of Miami-Dade County, Florida.

Buyer's Title, Inc.
100 NW 70th Avenue
Plantation, FL 33317

Agent No. FL7766

Agent's Signature

TICOR Title Insurance Company
OWNER'S POLICY
Schedule B

Policy No.:
7110609-3628833

Agent's File Reference:
08-3700

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Taxes for the year 2009 and subsequent years, which are not yet due and payable.
8. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SAN SEBASTIAN UNIT NO. FIVE, as recorded in Plat Book 111, Page 9 of the Public Records of Miami-Dade County, Florida.
9. Covenants and all terms and provisions of Agreements for Construction of Water System with Miami-Dade Water & Sewer Authority dated March 29, 1978, recorded March 31, 1978 under Clerk's File No. 78R-83510 in O.R. Book 9990, Page 851 of the Public Records of Miami-Dade County, Florida.
10. Covenants and all terms and provisions of Agreements for Construction of Sewer System with Miami-Dade Water & Sewer Authority, dated March 29, 1978, recorded March 31, 1978 under Clerk's File No. 78R-83511 in O.R. Book 9990, Page 875 of the Public Records of Miami-Dade County, Florida.
11. Terms, conditions, restrictions and covenants contained in Declaration of Restrictive Covenants dated June 19, 1978, recorded October 8, 1978 under Clerk's File No. 78R-27848 in O.R. Book 10187, Page 1722, as amended by instrument dated August 4, 1978, recorded October 18, 1978 under Clerk's File No. 78R-27844 in O.R. Book 10187, Page 1726, and as corrected by Declaration of Restrictive Covenants dated December 18, 1978, recorded December 21, 1978 under Clerk's File No. 78R-340211 in O.R. Book 10248, Page 2148 all of the Public Records of Miami-Dade County, Florida. The above restrictions may contain provisions creating easements; or liens for amounts of money; or private charges or assessments for various purposes.
12. Easements to Miami-Dade Water & Sewer Authority recorded March 25, 1978 in O.R. Book 9274, Page 897 of the Public Records of Miami-Dade County, Florida.
13. Any mineral rights leased, granted or retained by current or prior owners.
14. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

15. This Policy does not insure title to, or any interest in, personal property.
16. Subject to any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer or gas system serving the lands described herein.

Exceptions numbered 1-5 are hereby deleted from the Owner's Policy.

Form OPM-SCH. B
(rev 5/94)

FILED
JUL 15 2009
RECORDED
PLAT BOOK 111, PAGE 9
MIAMI-DADE COUNTY, FLORIDA

W.C.

35-3702
Please Refer To:
Shapari E. Lopez P.A.
100 NW 70th Avenue
Plantation, FL 33317

Prepared By:
Yaneth Garcia
Buyer's Title, Inc.
100 NW 70th Avenue
Plantation, FL 33317
incidental to the issuance of a title insurance policy.
File Number: 08-3700
Parcel ID #: 30-4923-032-3620
13367 SW 43rd Ln, Miami, Florida 33175

**SPECIAL WARRANTY DEED
(CORPORATE)**

This SPECIAL WARRANTY DEED, dated April 2009 by Deutsche Bank National Trust Company as Trustee, under Pooling and Servicing Agreement dated as of November 1, 2006 Securitized Asset Backed Receivable LLC Trust 2006-FR4 Mortgage Pass-Through Certificates Series 2006-FR4, by Barclays Capital Real Estate Inc., a Delaware corporation, dba HomeEq Servicing, as Attorney-in-Fact whose post office address is: 1761 East S. Andrew Place, Santa Ana, CA 92705 hereinafter called the GRANTOR, to Noemi V. Gutierrez, a single woman whose post office address is: 5240 SW 133 Avenue, Miami, Florida 33175 hereinafter called the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Miami-Dade County, Florida, viz:

Lot 6, Block 36, SAN SEBASTIAN UNIT NO. FIVE, according to the plat thereof, as recorded in Plat Book 111, Page 9, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2009 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Deutsche Bank National Trust Company as Trustee, under
Pooling and Servicing Agreement dated as of November 1,
2006 Securitized Asset Backed Receivable LLC Trust
2006-FR4 Mortgage Pass-Through Certificates Series
2006-FR4

Signature: HE

Print Name: HAN NGUYEN

By: Tonya Blechinger as Assist. Secretary
Of Barclays Capital Real Estate Inc., a Delaware corporation,
dba HomeEq Servicing, as Attorney-in-Fact

Signature: [Signature]

Print Name: Linda Anderson

State of California
County of Sacramento

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on April , 2009 by: as
 of Barclays Capital Real Estate Inc., a Delaware corporation, dba HomeEq Servicing, as Attorney-
in-Fact for Deutsche Bank National Trust Company as Trustee, under Pooling and Servicing Agreement dated as of
November 1, 2006 Securitized Asset Backed Receivable LLC Trust 2006-FR4 Mortgage Pass-Through Certificates Series
2006-FR4 on behalf of the corporation. He/She is personally known to me or who has produced a driver's license as identification.

Notary Seal

Signature:

Print Name:

SWD - : 13367 SW 43rd Ln, Miami, Florida 33175

State of California }
County of Sacramento } ss.

On April 22, 2009, before me, J.Gualano, Notary Public, personally appeared Tonya Blechinger who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary signature





HON. KRISTA MARX
CHAIR

HON. MICHELLE T. MORLEY
VICE - CHAIR

STATE OF FLORIDA
JUDICIAL QUALIFICATIONS COMMISSION
POST OFFICE BOX 14106
TALLAHASSEE, FLORIDA 32317
(850) 488-1581

BLAN L. TEAGLE
EXECUTIVE DIRECTOR

ALEXANDER J. WILLIAMS
GENERAL COUNSEL

August 11, 2020

Carlos Gutierrez
708 Pennsylvania Ave. 4
Miami Beach, FL 33139

Re: Docket No. 19-589; Figarola

Dear Mr. Gutierrez:

The Investigative Panel of the Commission reconsidered your complaint in August, 2020. However, after review, the Panel declined to take any further action on your complaint.

The Commission regrets being unable to assist you in addressing your concerns.

Yours truly,

Alexander Williams
General Counsel

AW/mc

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA		A-9
PROBATE DIVISION		
IN RE: ESTATE OF	NOEMI D. GUTIERREZ a/k/a NOEMI V. GUTIERREZ	
Case Number:	2017003738CP02	
Format Must Be YYYYNNNNNN@@02 where @@ is GD, MH or CP		
Section: 03		

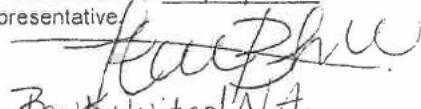
RECEIPT OF ASSETS BY DEPOSITORY

BankUnited 2159 Coral Way, Miami, FL 33145
Name of Depository Address of Depository
hereby acknowledges receipt of the following assets ("Assets"):

Wire in the amount of \$1,780,590.76*

The Depository acknowledges receiving a copy of the Order Designating Depository for Assets, and it agrees to hold the Assets, the duly collected proceeds therefrom, and all interest, dividends, principal and other indebtedness subsequently collected on account thereof, in safekeeping per Section 69.031, Florida Statutes, subject to the instructions of the Estate's Personal Representative as authorized by court order.

This Receipt of Assets is executed in the Depository's name by one of its authorized officers on 3/4/2020
The original has been filed with the Court and a copy given to the Estate's Personal Representative.


BankUnited N.A.
(Depository)
By: Jessica Blanco / Support Associate
(Title)

RE: I am working for tomorrow' or better But could you please provide me with a statements?

Merrill, Greg <Greg.Merrill@colliers.com>

Mon 2/17/2020 4:05 PM

To: Carlos E. Gutierrez <cubamerica4me@hotmail.com>

Carlos,

I'm not comfortable providing an extensive statement since I'm not an attorney, but please see below for my understanding of the facts:

- The Buyer, First Industrial, drafted the 3rd Amendment to the PSA to clarify the closing date, escrow company, and the bank account that the sales proceeds were to be deposited to upon closing, among other items. The bank account information in the 3rd Amendment was taken from the Mediation Settlement Agreement.
- Chicago Title was selected as the title company because the other major title companies would not provide title insurance on the property due to the title issues and ongoing litigation.
- On 2/10/20, Chicago Title informed us that Bill Tucker sent the Withdrawal of Lis Pendens document to escrow, which would be recorded upon close of escrow.
- Chicago Title received different wiring instructions for the sales proceeds from Carlos Gutierrez and Eric Virgil. The escrow company would not proceed to close the escrow until the discrepancy was resolved. Eric Virgil's wiring instructions matched the account shown in the agreed upon Mediation Settlement Agreement.
- The Buyer, First Industrial, remains committed to moving forward on the purchase and closing the transaction. The Buyer's closing funds have been received by Chicago Title.
- My understanding is that the following items are needed to close the sale: clarification to Chicago Title on which account the sales proceeds will be wired to, Carlos' completion of his outstanding closing paperwork (sign the Estimated Settlement Statement, Bill of Sale, and Assignment of Intangibles).

Greg

Greg Merrill

Associate Vice President | Greater Los Angeles – Inland Empire

License No. 01906709

Dir +1 909 937 6361 | Mobile +1 951 218 2099

Fax +1 909 937 6261

Main +1 949 724 5500

Greg.Merrill@colliers.com

Colliers International

2855 E. Guasti Road, Suite 401 | Ontario, CA 91761 | USA

www.colliers.com



View the current issue of [*Knowledge Leader*](#).

View our team listings at [McKenna Industrial Team Listings](#)

CFS CLAIM 2020-12837

Carlos E. Gutierrez <cubamerica4me@hotmail.com>

Fri 12/20/2019 12:45 AM

To: csf@floridabar.org <csf@floridabar.org>; jose@leonsaltielaw.com <jose@clnelsonattorney@gmail.com>; quinton@hemetlegal.com <quinton@hemet

Mr Leon

Please accepted this email request to introduce to you two fine in California. these Attorneys also need to get paid from my understanding The Judge ruled on the Settlement agreement on 12/19/2019 will allow as stipulated of some funds to be at my disposal for that.

Both Mr Nelson of Chandler Law who I have build an attorney-client relationship that started in about 2013 when he was at Thompson and associated. Also Mr. Samson Quintin holds his practice at Thompson and Associates. Gentlemen please accept this email as my full faith and Trust for each of us ensure collaboration in this matters.

Below is my request to Florida Bar to assist in my understanding and correct a wrong in a trespassing of Declaration of Trust under California Probate Code and how lawyers are trespassing. I had wanted to provide you with a concise statement response to a letter dated November 6, 2019 from Mr. Benedict P. Kuehne addressed to Mrs. Connell. I request you consider that I am not an attorney and hire professionals in matters beyond my education. Such a Florida Probate in the 11 Judicial court. Last night after 12 months after Mrs. Lopez withdrew as my attorney in 2017-3738-CP-03 and related 2018-1030-CP-03. I relized after your request to provide e-mail from her office. The Current Judge and the prvious Judge depend on honest officers of the Court when authority of color of state law is abused. I have been questioning and requesting a several hearings, that Mrs. Lopez due care was needed.

Frist on 5/7/2018 at 9:30 PM e-mail confirming Mr. Virgil request to confirm and approval order and letter of curator just as the Court requested on 5/7/2018. The Order of Curator I reviewed and agreeded were not the same. In 12 months times after the Hearing on October 24 2018. I have been now been questioed by the Court regarding my capisity to understand the proceedings at this point. Mr. Siverstien myself and Mr. Tucker had a conference call regading a mediation seddlement agreement. During the conference call Mr. Tucker admitted in substituting the order of the Court with his own Order of Curator.

The Court Order rendered on 8/14/2018 contradicts Sue Sponte Order of Curtor Courts further ORDERS 1. 2. and 3. page 2of 2 were not presented and are a product of Mr. Tucker and partners of the Firm Greenspoon Maddar noted lower left cornner of page foot note "35096160v1". Prima facie this courts findings on 10/24/2018 was not made aware of Order of Curator. The Firm Greenspoon Maddar and Mery Lopez Firm each having its own motive to collect lawyer fees.

Mery Lopez knowing she had a duty and accepced payment allowed Greenspoon Marder to go unreported for instigated litigations tresspassed over a California Declaration of Trust. Have allowed abuse of process to go unchecked, caused abandonment of three cases Replivin for Trust 2017-16796-SP-05, Evictions 2017-2604-CC-21, 2018-190-CC-21, 2018-191-CC-21, additional attorney fees in California actions for entitlements PRRI 1801732, failed to present facts of perjury by false petitions for injunctions of DV 2017-18838-FC, 2017-019692-FC-04, and allegations of lack of capisity in 2017-4847-MH-01 many fasle police reoprts and unlawful ejectment to harrass 2017-18000-CA-22 disregared evidence in 2010-17449-CA-01 and unlawful seeking elective share rights denying deposition before death of Joaquin Batista case 2019-862-CP-02 were Department of Child and Family servises deemed Mr. Batista a vulnerable adult.

Similary was my faith in "American jurisprudence" and raised in Habeas Corpus Case No. 2:04-cv-01795-AHS-CW. In that petition for review of trail court's errors's I was denied and deprived my constitutional due process rights over a member of the state bar. On March 1 2002 the Court allowed the Lawyer to argue a new his reasons to deprive me of a fair trail. The court errored the next day just a date before found the Lawyer were race based hearing for Motion Batson v. Kentuckey; People v. Wheeler, hearing.

I Notice
that no one
informed Mr Leon
even after the
Hearing Jan 14
tho we see this



Department of the Treasury
Internal Revenue Service
ACS Support Stop 5050
PO Box 219236
Kansas City, MO 64121

055925.201818.200288.8946 1 AB 0.412 700



CARLOS E GUTIERREZ
708 PENNSYLVANIA AVE APT 4
MIAMI BEACH FL 33139-6125



055925



50

Surviving Spouse
Has not coporate
with the Executor
name on the last
will and testament
therefore this
election was laged
and elected 1/2 of
the Homestead
at 13320 SW 102nd



URGENT NOTICE – PAY IMMEDIATELY

To: CARLOS E GUTIERREZ

We recently contacted you about your past due 2018 taxes. You must pay your

Amount Past Due: \$46,379.35

You must pay by November 28, 2019 to stop further penalties and interest.

What You Need To Do Now



Pay online now from your bank

- Quick, cheap, and easy way to pay
- Secure payment directly from your bank account
- Convenient method; just use a computer or mobile device

The 2017
Tax year was
Requested by
eldest son
Carlos Gutierrez
To Joaquin Baliste
Attorney and Marlene
that Gaslighted Carlos

What You Will Need

To Verify Your Identity:

- ☐ Filing Status
- ☐ Address

To Pay:

- ☐ Bank Account Number
- ☐ Bank Routing Number

Don't know this information?
You can get your recent tax returns
on irs.gov/individuals/get-transcript
Your bank account and routing
numbers are on your check

How to Pay From Your Bank

1. Go to irs.gov/directpay
2. Select "Make a Payment"
3. Enter the following options:
 - ✓ Reason for Payment: Tax Return or Notice
 - ✓ Apply Payment To: 1040
 - ✓ Tax Period for Payment: December 31, 2018
4. Follow the instructions to verify your identity and submit secure bank information
5. Submit your secure payment

Continued on back...

Re: Federal Trade Commission is investigating request for unlawful use of Florida probate code for Trust under California Probate Code for a Trust seeking protection under Cuban Liberty and Democratic Solidarity (Libertad) Act of 1996 note the similarity in the title use of 1996

Dear Sir or Madam

Americas With Disabilities Act of 1990

Statement of Grievance

My Complaint

against the Eleventh Judicial Circuit

Carlos E. Gutierrez
708 Pennsylvania Ave. S
Miami Beach FL 33139

310-359-3568

11/02/2019

EXHIBIT 1

I am working on the email, but you should know worked all my life at learning how to overcome my reading issues. that i discovered it's called dyslexia it runs in my family. I never looked and myself as disabled because i learned how to use computers too as my tool for reading and writing. I explained this to the Judge and weather she thought I was lying might be the reason I believe she is bias. It is also how I knew something was wrong with this order and the use of words.

She ridiculed me for asking for a computer. The next hearing, she made a point in asking again. The last Hearing, I noticed someone else using a computer to record the hearing she did not say anything to him. Had I known I would have used my phone too. I might not know the procedures in her chambers, but I do know how to behave and tell the facts. But If I' not allowed to use my tools and receive respect I just don't see the justice in the proceedings. I'm not talking about using my abilities to gain anything. I would just like a fair proceeding. Especially after being abused by my family who is aware of my abilities to prevent equal justice. I have faults like everyone else. I help many because of my life lessons. Those that don't like me or want to hurt me, I wonder their motives for. I do believe the one making all the false statements ~~is~~ she needs more help then me. Because I see her as being mis lead to disclosure my abilities. I love to learn and asked

Judge Rosa Figueroa
on the belief and trust of the request not to
has a role that was in the work to convey California
properly to me in 2013 Today I again request to inspect
Judge Figueroa Bias against a reasonable man trust in
I am not to rat me

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

PROBATE DIVISION

CASE NO: 2018-1030 CP (03)

Related Case NO: 2017-003738-CP-02

NOEMI M. GUTIERREZ as Trustee of
the Trusts f/b/o Sheldon M. Rodriguez,
Anthony M. Rodriguez and Alexis M.
Rodriguez created under the Noemi V.
Gutierrez Trust and the Cecilio A.
Gutierrez Trust, both dated May 24, 1996,

Plaintiffs,

v.

CARLOS E. GUTIERREZ, Individually
and as Purported Successor Trustee of the
Gutierrez Living Trust dated May 24,
1996, SHELDON M. RODRIGUEZ,
ANTHONY M. RODRIGUEZ, ALEXIS
M. RODRIGUEZ, JAKE T. GUTIERREZ
And ENRIQUE C. GUTIERREZ f/k/a
BEAU T. CLARK as Beneficiaries of
Trusts created under the Noemi V.
Gutierrez Trust and the Cecilio A.
Gutierrez Trust, both dated May 24, 1996,

Defendants.

ORDER REMOVING CARLOS GUTIERREZ AS TRUSTEE

THIS CAUSE having come before the Court on Plaintiff's Motion for Order to Show Cause why Defendant Carlos E. Gutierrez Should Not be Held in Contempt of Court and for Other Appropriate Sanctions and the Court, having heard argument of counsel, having reviewed the court file, and being otherwise duly advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. Carlos Gutierrez is removed as Trustee of the Gutierrez Living Trust, dated May 24, 1996 and, to the extent he purports to act as trustee of any other trusts created thereunder, Carlos E. Gutierrez is removed and prohibited from acting as trustee;

2. Noemi M. Gutierrez is appointed as Successor Trustee of the Gutierrez Living Trust dated May 24, 1996, and all trusts created thereunder for which she is not currently acting as Trustee;

3. Noemi M. Gutierrez is entitled to immediately obtain access to any and all bank statements from the Bank of America account titled in the name of the Gutierrez Living Trust 1996, account number ending 7747;

4. Noemi M. Gutierrez is entitled to collect and demand that all rents from 3993 Tilden Avenue, Culver City, California 90232 be made payable to the Gutierrez Living Trust and delivered to her, as Successor Trustee, to be held by Successor Trustee and shall be applied only to the maintenance of the 11160 Orville Street and 3933 Tilden Avenue properties;

5. No rent shall be collected from 11160 Orville Street, Culver City, California and Noemi M. Gutierrez shall have no duty to place a tenant in that property.

6. Noemi M. Gutierrez shall deliver to the Curator, on or before November 1, 2019, and monthly thereafter, an accounting of receipts and expenses related to the rental properties located at 11160 Orville Street, Culver City, California 90230 and 3933 Tilden Avenue, Culver City, California 90232 and bank statements for bank accounts receiving funds collected from those properties, to the extent they are available to her;

7. Noemi M. Gutierrez shall not take a fee for her role as Successor Trustee at this time. Nothing in this Order shall later prevent Noemi M. Gutierrez from seeking a Trustee's fee from the Court;


8. Carlos E. Gutierrez shall within 10 days of the entry of this Order deliver Trust property within his possession, if any, along with books and records of the Trust to Noemi M. Gutierrez as Successor Trustee.

9. The Court reserves ruling on a determination of any allocation of rents to be charged to family members living in Trust property.

10. The Court reserves jurisdiction to award fees and costs to Plaintiff related to the Motion for Order to Show Cause why Defendant Carlos E. Gutierrez Should Not be Held in Contempt of Court and for Other Appropriate Sanctions;

11. The Court reserves jurisdiction to address any and all other claims, including without limitation, Plaintiff's request for a show cause order and sanctions regarding the \$71,322.80 Carlos E. Gutierrez was ordered to return to the Trust.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 09/18/19.


ROSA FIGAROLA
CIRCUIT COURT JUDGE

The parties served with this Order are indicated in the Florida Courts E-Filing Portal "Notice of Service of Court Documents" email confirmation. The movant/petitioner shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated in the "Notice of Service of Court Documents" email confirmation, and file proof of service with the Clerk of Courts.

Copies furnished to:

William L. Tucker, Esq. – William.tucker@gmlaw.com
Brian S. McHugh, Esq. – Brian.mchugh@gmlaw.com

Louis Hillman, Esq. - lmhillman@zhvlaw.com
Yaniel Cantelar, Esq. - ycantelar@zhvlaw.com
Keith D. Silverstein, Esq. - keith@silversteinpa.com

11th JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE, FLORIDA

CASE NO: 18-1030 CP 05

IN RE:

Noemi Gutierrez,

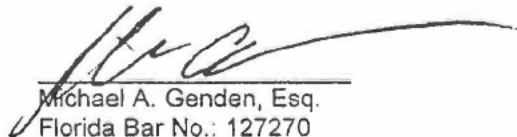
Plaintiff(s),

REPORT OF MEDIATOR

The undersigned, Michael A. Genden, Certified Mediator from Salmon & Dulberg Dispute Resolution, hereby reports to this Honorable Court that a mediation conference in this cause was held on: September 4, 2019. The results of the Mediation Conference are as follows:

- ☐ An agreement was reached.
- ☐ A **confidential** settlement agreement was reached.
- ☒ No agreement was reached.
- ☐ The parties have agreed to adjourn and reconvene at a later date to continue the mediation. The Court will be notified of the continuation date.
- ☐ The parties have agreed to continue negotiating with the assistance of the mediator. If no further Report of Mediator is filed on or before _____, the Court shall presume that no agreement has been reached.
- ☐ Other: _____

Respectfully Submitted:



Michael A. Genden, Esq.
Florida Bar No.: 127270
John W. Salmon, Esq.
Florida Bar No.: 271756
john@sd-adr.com, martha@sd-adr.com
Salmon & Dulberg Dispute Resolution
Biscayne Building, Suite 620
19 West Flagler Street
Miami, Florida 33130
Telephone: (305) 371-5490
Fax: (305) 371-5492

Copies: all counsel

RE: Mediation agreement in order I was supposed to receive a copy today

William Tucker <William.Tucker@gmlaw.com>

Mon 8/26/2019 1:39 PM

To: E-Mail Notification <cubamerica4me@hotmail.com>

Carlos,

I just got back from vacation. I will have a copy of the order over to you. We will ensure that title is clear as it relates to the lis pendens so that the property can be sold.

Is the buyer waiting on anything other than the Court order authorizing the sale? If not, when will the sale close? Is there a closing date yet?

Kind regards,
Bill.

From: E-Mail Notification [mailto:cubamerica4me@hotmail.com]

Sent: Thursday, August 22, 2019 10:17 PM

To: William Tucker

Subject: Mediation agreement in order I was supposed to receive a copy today

I need three reassurances that you can remove the lease pending I know all the parties on board I've had verbal confirmations and Luces so the only thing holding it up is on you Mr. Tucker can you remove the lease pending's ASAP

Get Outlook for iOS

GREENSPOON MARDER LLP LEGAL NOTICE

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

11th JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE, FLORIDA

CASE NO: 18-1030 CP 05

IN RE:

Noemi Gutierrez,

Plaintiff(s),

REPORT OF MEDIATOR

The undersigned, Michael A. Genden, Certified Mediator from Salmon & Dulberg Dispute Resolution, hereby reports to this Honorable Court that a mediation conference in this cause was held on: August 15, 2019. The results of the Mediation Conference are as follows:

- ☒ An agreement was reached. *(partial)*
- ☐ A confidential settlement agreement was reached.
- ☐ No agreement was reached.
- ☐ The parties have agreed to adjourn and reconvene at a later date to continue the mediation. The Court will be notified of the continuation date.
- ☐ The parties have agreed to continue negotiating with the assistance of the mediator. If no further Report of Mediator is filed on or before _____, the Court shall presume that no agreement has been reached.
- ☐ Other: _____

Respectfully Submitted,

Michael A. Genden, Esq.
Florida Bar No.: 127270
John W. Salmon, Esq.
Florida Bar No.: 271756
john@sd-adr.com, martha@sd-adr.com
Salmon & Dulberg Dispute Resolution
Biscayne Building, Suite 620
19 West Flagler Street
Miami, Florida 33130
Telephone: (305) 371-5490
Fax: (305) 371-5492

Regardless
of the allegation
by Mr Tucker
and Mr McHugh
the conflict by
Mr Vigil caused
the sale to be

lost due to the
fact they would not
admit to have
attorneys or California attorney order unblock account

§ 44.401 - Mediation Confidentiality And Privilege Act.

Sections 44.401-44.406 may be known by the popular name the "Mediation Confidentiality and Privilege Act."

History. — s. 4, ch. 2004-291.

Stat Attorney
State of Florida
Please interfere
as Marlene Nasario
is a career criminal
with knowledge of
Real estate laws has
cause unnecessary litigation
and wrong full deed



LEVENTH JUDICIAL CIRCUIT OF
LOCAL PROFESSIONALISM P

There are
several cases
Judge Bagley
of 11th Judicial Court
can provide information

LAWSON E. THOMAS COURTHOUSE CENTER
175 N.W. FIRST AVENUE, 30TH FLOOR
MIAMI, FLORIDA 33128
(305) 349-7001

Miami Beach, FL. 33139
via email to: cubamerica4me@hotmail.com

Re: Professionalism Complaint ID: 2634

Dear Mr. Gutierrez::

Your complaint was assigned to a panel of three experienced attorneys who have reviewed and discussed the allegations you raise against Mr. McHugh. The Eleventh Circuit Professionalism Panel has limited jurisdiction and authority. The panel does not involve itself in substantive matters that occur in litigation pending before a court. You are permitted to bring the allegations you raise to the attention of the judge presiding over the case you are involved in. You are also free to contact the State Attorney's office as you state in your complaint.

Respectfully,
Marc R Ginsberg, Esq. for
The Eleventh Circuit Professional Panel

on Hearing for Status
from Regarding Judge
December 11 2019

Status Conference
None of the Notice of
Hearings Having been Held

Mr McHugh caused a default

Your electronically submitted professionalism complaint has been successfully transmitted.

Please note that, in order to complete the processing of your complaint, **you must print and sign this complaint form and mail the original complaint** to the Professionalism Panel at the following address:

Eleventh Judicial Circuit of Florida
ATTN: Professionalism Panel
Lawson E. Thomas Courthouse Center, Room 3016
175 Northwest 1st Avenue
Miami, Florida 33128

If the signed complaint is not received following the electronic submission, the Panel will not accept the complaint. Signature photocopies will not be accepted.

Should you require any additional information about the panel or assistance with completing the complaint form, you may contact Alexandra Camp at (305) 349-7001 or ProfessionalismPanel@jud11.flcourts.org.

Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

**LOCAL PROFESSIONALISM PANEL
COMPLAINT FORM**

PART ONE: COMPLAINANT INFORMATION

Your Name: carlos gutierrez
Organization:
Street Address: 708 Pennsylvnia Ave #4
City, State, Zip Code: miami Beach, FL 33139
Telephone: 3103593568
E-mail: cubamerica4me@hotmail.com
Florida Bar Number:

Client ☒ Member of public _____ Lawyer _____ Judge _____

Does this complaint pertain to a matter currently in litigation? Yes ☒ No _____

PART TWO: RESPONDENT ATTORNEY INFORMATION

Attorney's Name: Tucker William
Organization: GreenspoonMarder
Street Address: 200 East Broward Bl
City, State, Zip Code: Fort Lauderdale, FL 33301
Telephone: 9544911120
E-mail: william.tucker@gmlaw.com
Florida Bar Number:

PART THREE: FACTS/ALLEGATIONS

Nature of Incident

<input type="checkbox"/> Appearance of impropriety	<input type="checkbox"/> Honesty, integrity, candor
<input type="checkbox"/> Unprofessional conduct	<input type="checkbox"/> Unfair play, dilatory tactics
<input type="checkbox"/> Uncivil, unruly	<input type="checkbox"/> Used profanity/obscene gestures
<input type="checkbox"/> Rude, discourteous, disruptive, disrespectful	<input type="checkbox"/> Bullying or badgering
<input type="checkbox"/> Offensive personality	<input type="checkbox"/> Disorganized or unprepared
<input type="checkbox"/> Abusive	<input checked="" type="checkbox"/> Other: as accessory by fraudulen

Standards Implicated (Refer to Exhibit A)

1. Commitment to Equal Justice Under Law and the Public Good--Ideal: a special position of trust, power and influence in our society. Goals: 1.1 the appearance of impropriety. 1.2 abide ideals of professionalism. 1.3 of equal justice under law.
*This could be from passing a bad check, obtaining property by fraud, using property without lawful permission, or one of many other scenarios contemplated by Title XLVI CRIMES Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES SECTION 037 Construction of ss. 812.012-812.037. **1.4 skill, knowledge, experience, integrity. .
**1.5a just and fair legal

Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

system. **2. Adherence to a Fundamental integrity, and Fair Play ** 2.1 A lawyer should not impose arbitrary or unreasonable deadlines for action by others. **2.2 A lawyer should not make scheduling decisions with the motive of limiting opposing counsel's opportunity to prepare or respond. ** 2.3 A lawyer should not unreasonably oppose an adversary's application for an order or an adversary's request to insert a term or provision in a document. **2.4 A lawyer should never permit nonlawyer support personnel to communicate with a judge or judicial officer on any matters pending before the judge or officer or with other court personnel except on scheduling and other ministerial matters**2.5 A lawyer should notify opposing counsel of all communications with the court or other tribunal, except those involving only scheduling or clerical matters. **2.6 When submitting any written communication to a court or other tribunal, a lawyer should provide opposing counsel with a copy of the document contemporaneously, and sufficiently in advance of any related hearing to assure both the court and opposing counsel have a reasonable opportunity to review it beforehand.**2.8 When scheduling hearings and other adjudicative proceedings, a lawyer should request an amount of time that is truly calculated to permit full and fair presentation of the matter to be adjudicated and to permit equal response by the lawyer's adversary. ***2.14 A lawyer should abstain from conduct calculated to detract or divert the factfinder's attention from the relevant facts or otherwise cause it to reach a decision on an impermissible basis. 3. Honesty and Candor

Ideal: A lawyer's word should be his or her bond. The lawyer should not knowingly misstate, distort, or improperly exaggerate any fact or opinion and should not improperly permit the lawyer's silence or inaction to mislead any on ****Goals: 3.1 In drafting a proposed letter of intent, the memorialization of an oral agreement or a written contract reflecting an agreement reached in concept, a lawyer should draft a document that fairly reflects the agreement of the parties. *****3.3 A lawyer should not withhold information from a client to serve the lawyer's own interest or convenience. *****4. Fair and Efficient Administration of Justice

Ideal: A lawyer should always conduct himself or herself to assure the just, speedy, and inexpensive determination of every action and resolution of every controversy. *****4.1 A lawyer should endeavor to achieve the client's lawful objectives as economically and expeditiously as possible. *****4.3 A lawyer should counsel the client to consider and explore settlement in good faith. *****4.4 A lawyer should accede to reasonable requests for waivers of procedural formalities when the client's legitimate interests are not adversely affected. *****4.6 A lawyer should never use discovery for the purpose of harassing or improperly burdening an adversary or causing the adversary to incur unnecessary expense *****4.10 After consulting with the client, a lawyer should voluntarily withdraw claims [and] defenses when it becomes apparent that they are without merit, are superfluous or merely cumulative. *****4.11 A lawyer should appear at a hearing before a court or other tribunal fully prepared to submit the matter at issue to the court or tribunal for adjudication. *****4.13 A lawyer should not request rescheduling, cancellations, extensions, and postponements without legitimate reasons and never solely for the purpose of delay or obtaining unfair advantage*****6.4 A lawyer should accede to all reasonable requests for scheduling, rescheduling, cancellations, extensions, and postponements that do not prejudice the client's opportunity for full, fair and prompt consideration and

Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

adjudication of the client's claim or defense. *****6.6 A lawyer should call potential scheduling conflicts or problems to the attention of those affected, including the court or tribunal, as soon as they become apparent to the lawyer. *****7.

Independence of Judgment

Ideal: A lawyer should exercise independent judgment and should not be governed by a client's ill will or deceit. *****7.2 A lawyer should at all times provide the client with objective evaluations and advise without purposefully understating or overstating achievable results or otherwise creating unrealistic expectations. *****7.3 A lawyer should not permit the client's ill will toward an adversary, witness, or tribunal to become that of the lawyer's. *****7.4 A lawyer should counsel the client against the use of tactics designed: (a) to hinder or improperly delay the process involved; or (b) to embarrass, harass, intimidate, improperly burden, or oppress an adversary, party or any other person and should withdraw from representation if the client insists on such tactics.

2

Incident Date

10/17/2018

The specific incident or incidents I am complaining about are:

I have read Standards Implicated: (Refer to Exhibit A) and also the Florida TITLE XLII ESTATES AND TRUST and TITLE XLVI CRIMES advised of criminal offences and abuse of legal process occurring in the State of Florida Judicial Civil process that is over burden and understaffed insomuch the possible--- existence of an activity constituting a violation of law, rules, or regulations, or mismanagement, gross waste of funds, abuse of authority.-- I have been a victim to and unable to get officer of the court to inform the officers of the law enforcement to investigate whether for more court fees in litigation but the duty to report makes each an accessory as for the police for lack of training or passing the buck. Your one of my tools

My request directly to the judicial Judge in my case to address and dismiss all counsel order apportionment issues of estate tax, re-move and incarcerate Noemi M. Gutierrez the client and the firm to cease-and-desist. I Carlos Enrique Gutierrez, successor trustee have every right as owner or as trustee whether disclosed Trust or secret Trust and under the Gutierrez Living Trust 1996 to deal with the tenants beneficiaries of the Trust Tenants in Miami Florida or Culver City California both business and Property held by the settlors who granted me the power to determine the exact date I may be deem advisable and any business to make distributions to the beneficiaries in my sole discretion.

I need the income from the apartment building additionally, I have tax returns

Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

needing to be filed both with the Internal Revenue Service and with the State of California, possibly apportionment issues of estate tax, funding the Trust.--- I am shocked and dismayed that so soon after Decedent's death, where the decedents estate could have more than \$5,490,000 of assets that if was held in Trust I could not, sell, convey, exchange, convert, improve, repair, manage, operate and control, lease, for terms within or beyond the terms of the Trust the assets would be in decedents irrevocable trust and that's not the intent of the Trust in fact the codicil to the will expressly has the Gutierrez Living Trust 1996 hold the property over controlled by the Trustee of the so the translation that the ultament benifituary in Cecilio Noemi Trust by someone not the Trustee of the Gutierrez Living Trust 1996 her actions that were taken ie, could be compared as passing a bad check, obtaining property by fraud, using property without lawful permission, or one of many other scenarios contemplated by Title XLVI CRIMES Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES SECTION 037 Construction of ss. 812.012-812.037.--- and the same as accessory by fraudulent document that violated each of the adopted Values of Eleventh Judicial Circuit Standards of Professionalism and Civility by the Firm GREENSPOON MARDER after being explained the true intent was not to create a two separate Trust one for California and on for Florida Trust leaving the Settlers and the Ultimate beneficiary is the sole Successor Trustee with nothing to live on and the authority to use his sole discretion over as the Settlers have. The action and position held by the Firm and their client to shift value and wish to avoid an audit under the "reimbursement agreement" and raising a breach or Trust is clearly to benefit the Firm to insurance they are paid by the trust a did not seek 100% consent to assist their client destroy the shift and change of Trustee. The discretionary Trust and if the Trustee deem taxes and creditors have rights have not been taken care of the Firms may itself be a breach of fiduciary duty. Furthermore, since the client's children are over the age of 21, she would not be a trustee of a sub-trust at all. Your client's actions have caused a lot of consternation and additional legal fees and costs that may very well be charged to her since she has done all this unnecessary activity. On 01 Aug. 2017 --(1) Falsification of statements on Firm letterhead with partner Alan Cohn {against general public} as officer the court (Attorneies) with the intent and knowledge such presentation was for the commission criminal fraud and robbery of rental income totally loss or waste of approximately \$175,000.00 yearly gross income from a 14 unit commercial apartment complex. . *** (2) On 08-22-2017 The Firm Greenspoon Matter and partner aided with falsification of recorded for real-property title conveyance, for the act of robbery. {against general public} --On 17 Oct. 2018 relayed false request to advance hearing for 23 Nov.2018 switching the motion without agreement and would not correct the de facto needed. Taking property without lawful permission, or one of many other scenarios contemplated by Title XLVI CRIMES Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES SECTION 037 Construction of ss. 812.012-812.037.-- Where there actions willingly able to violate the law and contrary to public policy and knowingly these acts would benefit them in additional legal fees and cost of failure of a court abusing the judicial system to attain the end to a big profit. The fact that after becoming aware [see letter of email of Mr. Gary Simon 10 Oct 2017] their client had committed fraud and elder financial exploitation is why she was disavowed and still continue with their actions and miscarriage of justice would not benefit only serve to benefit her true motive to make waste of in The judge clearly stated this should have been addressed sooner.--I had alleged they (The Firm Greenspoon

Complaint ID: 2605

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Matter and Alan Cohn) have [abused role of the legal profession] committed. They Are anticipating the outcome of the filing in separate cases (Civil and Probate). They anticipated the outcome of the Judge assistance as what the counsel stipulation to confirmed by both sides (as officers of the court) being held to ethics Notice of Hearing for Deed was switch or combination with not agreement.--On 21 July 2017 The firm and Successor Trustee Carlos Gutierrez had a consultation for consideration of retainer and discussed the specifics actions that all having an interest in the Trust had been notified as to who was the only Trustee and how I was preparing for administration the Firm was told their services were too costly I was continue exhausting my remedies known to me before starting and opening a Probate matter as the Trustee had time to prepare the Trust for termination. their client was present and all aware she was disavowed from the Trust and had anger issues with decedent also called Noemi Gutierrez-- On 28 July 2017 I filed my Affidavit of Successor Trustee to prepare for the termination of the Trust pay creditors and IRS tax amendments that I had worked on bringing 2013 and cash distributions that needed K1 for prior cash gifts. 30 July 2017 The Firm after communication with Partner Alan Cohn the Day before did not notified or request to represent Their Client who abused 911 claiming I was trespassing. --On 27 July 2017 Firm knew their Client broke into my apartment stole Trust cash distribution receipts to benifituary from 2009 to date to date of death and 2002 to date of death for herself. On 25 August 2017 recorded three deed prepared by the Firm fraudulently. --On 27 July 2017 fraudulently, the Firm had the client's son create a Limited Liability Company Fraudulently and named it after decedent Name and also know it would be overlooked by the fact that the Client also has the same name. LLC # 17000160606 Used the LLC and letter to make changes to city, county, and police would not understand if it was civil or criminal. making misrepresentation for owner and changing business recorded after the successor Trustee had completed and started to beg the Trust administration fairly.--On 28 July 2017 arrived from California were I resolved some Trust matters and recorded transfers of vacant property that was subject to agreement with broker for sale of the property finding my property had been entered

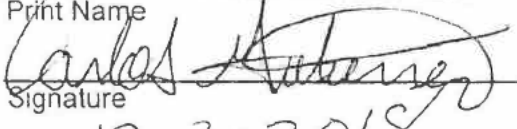
Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

PART FIVE: SIGNATURE

Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

carlos gutierrez

Print Name


Signature
12-3-2018

Date

Complaint ID: 2605

Electronic Submission Date: 12/3/2018 1:58:10 AM

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

CASE NO. 2017-023376-CA-01

NOEMI M. GUTIERREZ, as Trustee of
the Trusts f/b/o Sheldon M. Rodriguez,
Anthony M. Rodriguez and Alexis M.
Rodriguez created under the NOEMI V.
GUTIERREZ TRUST and the CECILIO A.
GUTIERREZ TRUST, both dated May 24, 1996,

Plaintiff,

vs.

CARLOS E. GUTIERREZ, Individually
and as Purported Successor Trustee of the
Gutierrez Living Trust dated May 24, 1996,
SHELDON M. RODRIGUEZ, ANTHONY
M. RODRIGUEZ, JAKE T. GUTIERREZ
and ENRIQUE C. GUTIERREZ f/k/a BEAU
T. CLARK, as Beneficiaries of Trusts created
Under the Noemi V. Gutierrez Trust and the
Cecilio A. Gutierrez Trust, both dated May 24,
1996,

Defendants.

MOTION TO ADOPT DEEDS SIGNED BY
NOEMI V. GUTIERREZ ON JULY 3, 2017
AND TO DISSOLVE LIS PENDENS'

COMES NOW, CARLOS GUTIERREZ, individually and as Successor Trustee of the
Gutierrez Living Trust dated May 24, 1996 and ENRIQUE GUTIERREZ, by and through their
undersigned attorney and hereby file this, their Motion to Adopt Deeds Signed By Noemi V.
Gutierrez on July 3, 2017 and to Dissolve Lis Pendens', and as grounds therefore would aver as
follows:

Mr. McHugh I
have the emails
were you had the
Court Notice of
hearing for
Nov, 24, 2018
advanced to
Oct, 24, 2018
The Transcripts
state that Exhibit 1
was Not Distributed
Why?

If you have advised
the Court that
these have been addressed
and that would explain
the Courts belief I lack

capacity to understand
you have caused
the confusion on
the packet before
this court received the
case

from
Judge
Kavrick
question
this is a
Bar action
against you
and mistrial
or do I need
to present
you for
contempt of
Court?

1. This entire case centers around a sister who is litigating against her brother and nephew for control over Florida Real Estate (hereinafter referred to as "The Florida Properties")

2. The Florida Properties include a 14-unit Apartment Building (hereinafter referred to as the "Hialeah Property") that is the centerpiece of the litigation.

3. The Hialeah Property was originally owned by the Gutierrez Living Trust 1996. It remained in the Trust while the two original Settlers of the Trust, Cecelio Gutierrez and Noemi V. Gutierrez were both alive. A copy of the Deed into the Trust is attached hereto as Exhibit A.

4. Upon Cecelio's death, the property remained in Trust and was managed by Noemi V. Gutierrez, the remaining Settlor and sole Trustee. She maintained the property, collected rents, paid the taxes and insurances and otherwise managed the property.

5. Shortly before Noemi V. Gutierrez's death, she issued a Quit Claim Deed to her son, Carlos Enrique Gutierrez and her grandson, Enrique Carlos Gutierrez. A copy of that Quit Claim Deed is attached hereto as Exhibit B.

6. In between the two deeds, the Plaintiff issued a fraudulent Quit Claim Deed from the Trust, in her non-existent capacity as Successor Trustee of the Gutierrez Living Trust, to her children, under some apparent authority from the Trust or the Exhibit attached to the Trust.

7. The problem is that Plaintiff was not the Successor Trustee to the Gutierrez Living Trust, Defendant Carlos Enrique Gutierrez was, under the terms of the written instrument. The deed is a fraud. A copy of that deed is attached hereto as Exhibit C.

8. Shortly before the operation that ultimately led to her death, the late Noemi V. Gutierrez executed a series of deeds that conveyed the property to several grantees. She had this power given to her under Article 7 of the Gutierrez Living Trust, entitled "Office of the Trustee" wherein she had the ability to convey the property as she saw fit.

9. The deeds were executed by the Grantor and two witnesses. They were also properly notarized pursuant to Florida law.

10. An Affidavit of Maria Diaz, an independent witness to the signing of the deeds, is also attached hereto as composite Exhibit D. She swears under the penalties of perjury that she witnessed the Grantor execute the deeds and that the deeds to the specific properties went to the Grantees that she selected.

11. Upon information and belief, the deeds were executed in the event the Grantor died during the surgery as these were her wishes. As it would turn out, the Grantor died during her surgery.

12. There were no restrictions in the Trust that prohibited her from deeding the property out and there was affirmative language that allowed for her to convey the properties. See Article 7 and under Article 1 Section 1.2 of the Gutierrez Living Trust, a copy of which is attached hereto as Exhibit F.

13. Further, pursuant to *Bernal v. Martin*, 196 So.3d 432 (3rd DCA 2016), the Court relied on *Fla. Nat'l Bank of Palm Beach Cnty v. Genova*, 460 So.2d 895 (1985) wherein the Florida Supreme Court has recognized that "a revocable trust is a unique type of transfer....and since the settlor is the sole beneficiary of the trust during the settlor's lifetime, the settlor has the absolute right to call the trust to an end and distribute the trust property in any way the settlor wishes."

14. In *Siegel v. Novak*, 920 So.2d 89 (4th DCA 2006), the Court was facing a similar legal dilemma and held that "the central characteristic of a revocable trust is that the settlor 'has the right to recall or end the trust at any time, and thereby regain absolute ownership over the trust property.'"

15. The *Bernal* Court went on to add that based upon the uniqueness of revocable trusts, which includes the settlor's retention of control over the property and the settlor's absolute right to revoke his or her own trust, the Florida Supreme Court concluded in *Genova* that even the principle of undue influence cannot defeat the settlor's revocation of a revocable trust." Id. at 897. See also *Euart v. Yoakley*, 456 So.2d 1327 (4th DCA 1984), holding that the "settlor's intention is the polestar by which courts must be guided in determining whether a revocation of an inter vivos trust has occurred."

16. Along with filing the complaint against the Defendants, the Plaintiff placed a Lis Pendens on three different pieces of property.

17. The purpose of a notice of lis pendens is to alert creditors, prospective purchasers and others to the fact that the title to a particular piece of real property is involved in litigation.

18. The deeded properties do not need to have a lis pendens as the deeds are authentic and were signed in front of a notary public.

19. Furthermore, the Plaintiff has not posted a bond on any of the three properties that she enjoined, pursuant to the Florida Rule of Civil Procedure 1.610.

20. Florida Rule of Civil Procedure 1.610 controls the granting of temporary injunctions and provides, in pertinent part: *(b) Bond. No temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined.*

21. See *S and T Builders v. Globe Properties, Inc.*, 944 So.2d 302 (2006), "We have interpreted the statutory reference to injunctions in section 48.23(3) of the Florida Statutes to authorize a trial court to require the posting of a bond because a notice of lis pendens "will often

prevent the property holder from selling or mortgaging the property." Med. Facilities Dev., Inc. v. Little Arch Creek Props., Inc., 675 So.2d 915, 917 (Fla.1996). Thus, "[t]he bond requirement ... is a vehicle for protecting the property holders just as the lis pendens protects the plaintiff and third parties." Chiusolo v. Kennedy, 614 So.2d 491, 493 (Fla.1993). In setting the amount of a bond, we have determined that "[t]he amount should bear a reasonable relationship to the amount of damages which the property-holder defendant demonstrates will likely result if it is later determined that the notice of lis pendens was unjustified." Little Arch Creek, 675 So.2d at 918 n. 2.

22. This fraudulent deed from the Plaintiff to her children creates a cloud on Carlos and Enrique's title and prohibits Carlos and Enrique from conveying Marketable Title.

23. The Defendants were compelled to retain the undersigned attorney to represent them in this action and have agreed to pay a reasonable fee.

24. The Defendants should be awarded attorney's fees for having to defend this action and file this instant motion.

WHEREFORE, Defendants CARLOS GUTIERREZ, individually, and as Successor Trustee, and ENRIQUE GUTIERREZ respectfully request that this Honorable Court dismiss the underlying Amended Complaint, discharge all lis pendens, declare the deed from Plaintiff to her children void, and award Defendants reasonable attorney's fees for having to defend this action and for any and all further relief that this Honorable Court deems just and proper in the premises.

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LAW OFFICE OF MERY LOPEZ, P.A.
"ANY AND ALL REAL ESTATE LAW"

260 Hialeah Drive
Hialeah, FL 33010
(305)882-2739 Phone
(305)882-2779 Fax

Email: MLopez@LopezLawFL.com
Website: www.LopezLawFL.com

Mery Lopez, Esq.
State Bar of Florida

December 20, 2017

Alan Cohn, Esq.
Greenspoon Marder
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

SENT VIA FAX 954-267-8013
AND VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re. Carlos E. Gutierrez and Enrique C. Gutierrez

Dear Mr. Cohn,

On December 8, 2017, I authored a letter to you and to date I have had no response. I would appreciate it if you would contact me so that we can discuss the issues that I raised in my letter on behalf of our clients Carlos E. Gutierrez and Enrique C. Gutierrez.

My clients and I take exception to the Quit Claim Deed that your office purportedly prepared which set forth that your client was the Successor Trustee to the Gutierrez Living Trust. Such statement is a falsehood. Noemi M. Gutierrez had no authority to convey any of the trust corpus, including the Hialeah property.

Noemi M. Gutierrez is not the Successor Trustee and has no standing in the Trust. In fact, your client was left out of the trust and her mother's Last Will and Testament. She takes nothing under the Trust and nothing under the Last Will and Testament.

Demand is hereby made that the subject Grantees issue a Quit Claim Deed back to our clients so that the cloud on title is removed. Their failure to do so will result in our filing a Quiet Title action against them. We will also be seeking punitive damages and attorney's fees.

The Lis Pendens that your firm prepared and recorded against the property also creates a cloud on the title and prevents our clients from having clear title to the property. Your clients have no interest in the property to protect in litigation and the Lis Pendens is nothing but an attempt to slander our clients' title.

As you are aware, the Trust owned the property until such time that it was conveyed to our clients, Carlos E. Gutierrez and Enrique C. Gutierrez, by the late Noemi V. Gutierrez on July 3, 2017. The Deed was recorded on September 29, 2017. Your client's fraudulent deed was recorded after the deed was issued from the mother to our clients and before our clients' deed was recorded. This creates a cloud on our client's title.

Further, you apparently issued a letter to the tenants of the Hialeah property instructing them to pay their rent to Noemi M. Gutierrez. Her demanding and accepting the rent is tantamount to conversion and

civil theft. This letter shall also place your clients on notice of our intent to bring a civil theft action against them. We are placing you on notice on behalf of your clients. Please review same with them and advise them of our claim.

Our clients are the rightful owners of the property and they should be collecting the rents. Demand is hereby made that your clients turn over an accounting of the funds that they have accepted to date and cause a wire transfer to our firm's trust account for the total sum collected. Our wire instructions will be provided when we receive the accounting.

We will be issuing a letter to the tenants on behalf of our clients and we will be instructing them to pay all rents, commencing January 1, 2018 to Carlos E. Gutierrez, the rightful and lawful rental agent.

Pursuant to Florida Statute 772.11, we are placing your clients on notice of our intent to bring an action against them seeking treble damages for their alleged civil theft that they have perpetrated against our clients. We are going to be suing them for three times the value of the rental income that they have defrauded our clients out of.

The statute reads as follows:

§ 772.11. Civil remedy for theft or exploitation.

*(1) Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for **threefold the actual damages** sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand. Any person who has a cause of action under this section may recover the damages allowed under this section from the parents or legal guardian of any unemancipated minor who lives with his or her parents or legal guardian and who is liable for damages under this section. Punitive damages may not be awarded under this section. The defendant is entitled to recover reasonable attorney's fees and court costs in the trial and appellate courts upon a finding that the claimant raised a claim that was without substantial fact or legal support. In awarding attorney's fees and costs under this section, the court may not consider the ability of the opposing party to pay such fees and costs. This section does not limit any right to recover attorney's fees or costs provided under any other law.*

(2) For purposes of a cause of action arising under this section, the term "property" does not include the rights of a patient or a resident or a claim for a violation of such rights.

(3) This section does not impose civil liability regarding the provision of health care, residential care, long-term care, or custodial care at a licensed facility or care provided by appropriately licensed personnel in any setting in which such personnel are authorized to practice.

(4) The death of an elderly or disabled person does not cause the court to lose jurisdiction of any claim for relief for theft or exploitation when the victim of the theft or exploitation is an elderly or disabled person.

(5) In a civil action under this section in which an elderly or disabled person is a party, the elderly or disabled person may move the court to advance the trial on the docket. The presiding judge, after consideration of the age and health of the party, may advance the trial on the docket. The motion may be filed and served with the civil complaint or at any time thereafter.

Should you have any questions regarding the foregoing, please do not hesitate to contact my office.

Very truly yours,

MERY LOPEZ, ESQ.

cc: Carlos Gutierrez

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Noemi M Gutierrez 12335 SW 47th St Miami, FL 33175 TELEPHONE NO.: 305-899-7257 FAX NO. (Optional): E-MAIL ADDRESS (Optional): 3331 GMEC@com ATTORNEY FOR (Name): PEOPLE OF THE STATE OF CALIFORNIA DEFENDANT: Noemi Gutierrez (Rodriguez)		NOV 17 2007 JOHN A. CLARKE, CLERK BY: GONIA HERDA CASE NUMBER: BA158394
PETITION AND ORDER FOR EXPUNGEMENT (Pen. Code, §§ 17, 1203.4, 1203.4a)		
DEFENDANT'S INFORMATION City: DRIVER'S LIC #: G362-633-67-725-0 SSN # (LAST FOUR DIGITS ONLY): 7389 DATE OF BIRTH: 6-25-67		

PETITION

1. On (date): **11/17/07** the defendant in the above-entitled criminal action was convicted of a violation of section(s) (specify): **Count 01: 118 PC Fel - Perjury** of the (specify): **W31 Fel** Code: **10980**
Count 02: 118 PC Fel - Perjury
Count 03: 118 PC Fel - Perjury Count 4: **118 PC Fel - Perjury**

2. The offense was a ☒ misdemeanor ☐ felony.

Felony offense (Pen. Code, § 17):

☐ The offense listed above is a felony that may be reduced to a misdemeanor under Penal Code section 17.

3. ☒ Offense with probation granted (Pen. Code, § 1203.4):

Probation was granted on the terms and conditions set forth in the docket of the above entitled court; the defendant is not serving a sentence for any offense, nor on probation for any offense, nor under charge of commission of any crime, and the defendant has

a. ☒ fulfilled the conditions of probation for the entire period thereof.

b. ☐ been discharged from probation prior to the termination of the period thereof.

4. ☐ Offense with sentence other than probation (Pen. Code, § 1203.4a):

☐ Probation was not granted; more than one year has elapsed since the date of pronouncement of judgment. The defendant has complied with the sentence of the court and is not serving a sentence for any offense nor under charge of commission of any crime, and since said pronouncement of judgment has lived an honest and upright life, and conformed to and obeyed the laws of the land.

This instrument was prepared by and
should be recorded and returned to:
ALAN B. COHN, ESQ.
Greenspoon Marder P.A.
200 E. Broward Blvd., #1800
Ft. Lauderdale, FL 33301

TRUSTEE'S DEED

THIS INDENTURE, made this 18 day of August, 2017, between NOEMI M. GUTIERREZ, f/k/a Noemi M. Gutierrez Rodriguez, as successor Trustee of the Gutierrez Living Trust, Cecilio A. Gutierrez Trust, and Noemi V. Gutierrez Trust f/b/o Florida real estate under agreement dated May 24, 1996 (the GRANTOR*), and SHELDON M. RODRIGUEZ, ANTHONY M. RODRIGUEZ, and ALEXIS M. RODRIGUEZ, each as to an undivided one-third (1/3) interest, as tenants in common (the GRANTEE*). "GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.

Grantee's address: Sheldon: 6305 W. 22nd Court, Apt. 106, Hialeah, FL 33016
Anthony: 5240 SW 133rd Avenue, Miami, FL 33175
Alexis: 13335 SW 47th Street, Miami, FL 33175

WITNESSETH, that the GRANTOR, in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations paid to GRANTOR, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the GRANTEE, and GRANTEE'S heirs and assigns forever, GRANTOR's undivided 50% interest in and to the following described land, situate, lying and being in Miami-Dade County, Florida:

Lot 4, Block 6, Second Addition to BARAGOA, according to the Plat thereof, as recorded in Plat Book 126,
at Page 96, of the Public Records of Miami-Dade County, Florida.
Folio No. 04-2034-063-1220

SUBJECT TO: Taxes for the current calendar year and subsequent years; zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions and other matters appearing on the plat and/or common to the subdivision; utility easements of record.

N.B. This Deed was prepared without having examined the title to the lands herein described and no warranty or other representation is made and no opinion (express or implied) is given as to the marketability or condition of the title thereto, the quantity of the land included, the location of the boundaries thereto, or the existence of liens, unpaid taxes or encumbrances.

IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal.

WITNESSES AS TO ALL GRANTORS:

Sign: Anthony Rodriguez
Print name of witness on line above

Sign: Lindsey Mott
Print name of witness on line above

Noemi M. Gutierrez
NOEMI M. GUTIERREZ, f/k/a NOEMI M. GUTIERREZ RODRIGUEZ
Successor Trustee of the Gutierrez Living Trust,
Cecilio A. Gutierrez Trust and Noemi V. Gutierrez Trust f/b/o
Florida real estate under Agreement dated 5/24/96
13367 S.W. 43rd Lane
Miami, FL 33175

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 18 day of August, 2017, by NOEMI M. GUTIERREZ, f/k/a Noemi M. Gutierrez Rodriguez, as successor Trustee of the Gutierrez Living Trust, Cecilio A. Gutierrez Trust, and Noemi V. Gutierrez Trust f/b/o Florida real estate under agreement dated May 24, 1996, who [☒] is personally known to me or produced [☐] driver's license or [☐] other: _____ as identification.

Jennifer Copeland
Notary Public
Print name of notary on above line



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BATISTA, JOAQUIN VS GUTIERREZ, CARLOS ENRIQUEZ

Local Case Number: 2017-019692-FC-04

Filing Date: 08/16/2017

State Case Number: 132017DR019692A00104

Case Type: Domestic Violence

Consolidated Case No.: N/A

Judicial Section: FC51

Case Status: CLOSED

Parties

Number of Parties: 2

Export to ▼

Party Description	Party Name	Attorney Information	Other Attorney(s)
Petitioner	Batista, Joaquin	<u>B#:</u> (Bar Number)20674 <u>N:</u> (Attorney Name)Berdeguer, Sasha	
Respondent	Gutierrez, Carlos Enriquez		











Hearing Details

<div>Export to ▼</div> <div>Number of Hearing: 5</div>			
Hearing Date	Hearing Time	Hearing Code	Description
12/05/2017	9:30AM	DVHEAR	DV Hearing
11/07/2017	9:30AM	DVHEAR	DV Hearing
10/12/2017	9:30AM	DVHEAR	DV Hearing
09/14/2017	9:30AM	DVHEAR	DV Hearing
08/22/2017	9:30AM	DVHEAR	DV Hearing

Dockets

Dockets Retrieved: 35

Export to

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	31	01/03/2018		Summons Returned - No Service	Event	
	30	12/05/2017	30783:3061	Injunx Dismissed: No Just Cause Sugg	Judgment	
	29	12/05/2017		Memorandum of Disposition	Event	
		12/05/2017		DV Hearing	Hearing	
	27	11/13/2017		Summons Returned - No Service	Event	
	28	11/07/2017		Notice of Appearance	Event	Parties: Batista Joaquin
	26	11/07/2017		Respondent's Description Sheet	Event	AMENDED
	25	11/07/2017		Notice of Change of Address	Event	FOR RESPONDENT
	24	11/07/2017		Notice of Change of Address	Event	FOR PETITIONER
	23	11/07/2017		Order to Appear for Hearing on Injunction	Event	Parties: Gutierrez Carlos Enriquez
	22	11/07/2017		Memorandum of Disposition	Event	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
		11/07/2017		DV Hearing	Hearing	HEARING ON DENIED TEMPORARY INJUNCTION.
	20	10/30/2017		Order:	Event	ON MOTION TO SET ASIDE DISMISSAL GRANTED
	19	10/30/2017		Motion to Set Aside/Vacate	Event	DISMISSAL
	18	10/30/2017		Order to Appear for Hearing on Injunction	Event	<i>Parties: Gutierrez Carlos Enriquez</i>
	17	10/30/2017	30738:1326	Order Vacating Order of Dismissal	Event	<i>Parties: Gutierrez Carlos Enriquez</i>
	21	10/16/2017		Motion to Set Aside/Vacate	Event	DISMISSAL - PETITIONER'S
	16	10/12/2017	30717:3276	Injunction Dismissed: Failure to Appear	Judgment	
	15	10/12/2017		Memorandum of Disposition	Event	
		10/12/2017		DV Hearing	Hearing	PERMANENT INJUNCTION HEARING
	14	09/19/2017		Order to Appear for Hearing on Injunction	Event	<i>Parties: Gutierrez Carlos Enriquez</i>
		09/14/2017		DV Hearing	Hearing	
	9	08/25/2017		Service Returned	Event	SERVED ON 08/18/2017, BADGE: 4911, TEMPORARY INJUNCTION.
	12	08/22/2017		Service Returned	Event	IN OPEN COURT B# 4514 <i>Parties: Gutierrez Carlos Enriquez</i>
	11	08/22/2017		Order to Appear for Hearing on Injunction	Event	<i>Parties: Gutierrez Carlos Enriquez</i>
	10	08/22/2017		Memorandum of Disposition	Event	
		08/22/2017		DV Hearing	Hearing	HEARING ON DENIED TEMPORARY INJUNCTION
	8	08/16/2017		Hearing on Denied Temporary Injunction	Event	<i>Parties: Gutierrez Carlos Enriquez</i>
	7	08/16/2017		Petitioner's Motion for Hearing on Injunction	Event	<i>Parties: Gutierrez Carlos Enriquez</i>

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	6	08/16/2017		Temporary Injunction Denied	Event	
						<i>Parties: Gutierrez Carlos Enriquez</i>
	5	08/16/2017		Petition	Event	"AS PER F.S. 119 (1) (K) & HB 239"
	4	08/16/2017		Civil Cover	Event	
	3	08/16/2017		Filed at Courthouse Center	Event	
	2	08/16/2017		Notice of Related Cases	Event	
	1	08/16/2017		Respondent's Description Sheet	Event	

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GreenspoonMarder

Alan B. Cohn, Esq.
PNC Building
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Phone: 954.491.1120
Fax: 954.771.9264
Direct Fax: 954.267.8013
Email: alan.cohn@gmlaw.com

August 1, 2017

Re: Noemi V. Gutierrez Trust
6305 W. 22nd Court, Hialeah, Florida 33016

Dear Tenant:

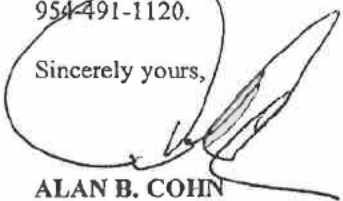
We regret to inform you that Noemi V. Gutierrez passed away on July 5, 2017.

We represent Ms. Gutierrez's daughter, Noemi M. Gutierrez, who has been appointed as Trustee of the Gutierrez Living Trust dated May 24, 1996, as amended on May 30, 1998 as to the real property in Florida, which you are occupying as a Tenant.

Kindly make all future rent checks payable to "Noemi's Apartments" and mail them to: Noemi M. Gutierrez, 13367 S.W. 47th Lane, Miami, FL 33175.

If you ~~should~~ have any questions, you can reach Noemi M. Gutierrez at 786-317-4317, or me at 954-491-1120.

Sincerely yours,


ALAN B. COHN
ABC:erl

cc: Anthony Rodriguez
Noemi M. Gutierrez

49773.0001

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In New York, Greenspoon Marder, P.A. practices under the name Greenspoon Marder, P.A. P.C.
In California, Greenspoon Marder LLP practices using the fictitious name and trademark Greenspoon Marder under license from Greenspoon Marder, P.A.

Noemi's Apartments

To Tenant in Unit 103

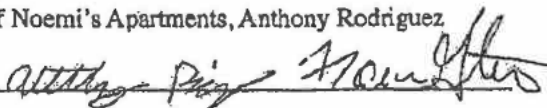
This letter is to inform you that as of July 27, 2017, all rent money collected for this unit/ apt will need to be in the form of a check or money order written out to "Noemi's Apartments". If for any reason you cannot make the rent payment in the form of a check or money order, please reach out to Anthony Rodriguez/President at 786-768-6987 or Noemi M. Gutierrez/Trustee at 786-317-4310 to discuss further payment options. Anthony Rodriguez will collect the rent money for the month of August on Saturday, August 5th, 2017. If for any reason you give your rent payment to any person other than Anthony Rodriguez or Noemi M. Gutierrez (daughter of Noemi V. Gutierrez), it will be considered failure of payment and you will still be liable and obligated to pay the rent for that month. Again, under no circumstance should you give your rent payment to any person other than Anthony Rodriguez or Noemi M. Gutierrez. We appreciate your patience and understanding during this time and apologize for any inconvenience. If you have any questions, please reach out to Anthony Rodriguez at 786-768-6987.

Esta carta es para informarles efectivo Julio 27, 2017, toda la renta colectada para su unidad/apartamento necesita ser en forma de cheque o money order pagable a "Noemi's Apartments". En caso que no pueda pagar en forma de cheque o money order, por favor llamar a Anthony Rodriguez/Presidente a 786-768-6987 o Noemi Gutierrez/Trustee a 786-317-4310 para discutir otras formas de pago. Anthony Rodriguez va a colectar la renta para el mes de Agosto el Sabado, Agosto 5, 2017. Si por alguna razon usted le da la renta a cualquier otra persona que no sea Anthony Rodriguez o Noemi M. Gutierrez, va ser considerado fracaso de pago y usted todavia va ser responsable por la renta ese mes. Para clarificarlo, no puedo pagar la renta a otra persona que no sea Anthony Rodriguez o Noemi Gutierrez. Nosotros apreciamos su paciencia y comprension durante estos momentos y pedir disculpas por cualquier inconveniencia. Si tienes alguna pregunta, por favor de contactar a Anthony Rodriguez a 786-768-6987.

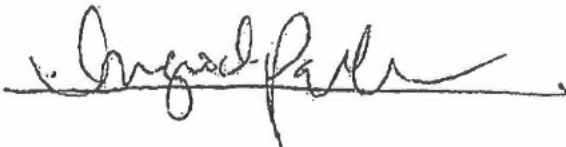
Thank you,

President of Noemi's Apartments, Anthony Rodriguez

X



X





[Florida Limited Liability Company](#) / [System of Corporations](#) / [Search Results](#) / [Detail by Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
NOEMI'S APARTMENTS LLC

Filing Information

Document Number	L17000160606
FEI/EIN Number	NONE
Date Filed	07/27/2017
Effective Date	08/01/2017
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR
ANNUAL REPORT	
Event Date Filed	09/28/2018
Event Effective Date	NONE

Principal Address

6305 W 22ND CT
HIALEAH, FL 33016

Mailing Address

5240 SW 133RD AVE
MIAMI, FL 33175

Registered Agent Name & Address

RODRIGUEZ, ANGELA
5240 SW 133RD AVE
MIAMI, FL 33175

Authorized Person(s) Detail

Name & Address

Title P

RODRIGUEZ, ANTHONY M
5240 SW 133RD AVE
MIAMI, FL 33175

Title MGR

RODRIGUEZ, ANTHONY M
5240 SW 133RD AVE
MIAMI, FL 33175

Article V

The name and address of person(s) authorized to manage LLC:

Title: P
ANTHONY M RODRIGUEZ
5240 SW 133RD AVE
MIAMI FL. 33175 US

Title: MGR
ANTHONY M RODRIGUEZ
5240 SW 133RD AVE
MIAMI FL. 33175 US

Title: SECR
ANGELA RODRIGUEZ
5240 SW 133RD AVE
MIAMI FL. 33175 US

Title: AP
ANGELA RODRIGUEZ
5240 SW 133RD AVE
MIAMI FL. 33175 US

L17000160606
FILED 8:00 AM
July 27, 2017
Sec. Of State
kbrumbley

Article VI

The effective date for this Limited Liability Company shall be:

08 01 2017

Signature of member or an authorized representative

Electronic Signature: ANTHONY RODRIGUEZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Wells Fargo Business Choice Checking

Account number: 6582776537 ■ July 28, 2017 - July 31, 2017 ■ Page 1 of 4



NOEMIS APARTMENT LLC
6305 W 22ND CT
HIALEAH FL 33016-3994

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking ☒
Online Statements ☒
Business Bill Pay ☐
Business Spending Report ☒
Overdraft Protection ☐

Activity summary

Beginning balance on 7/28	\$0.00
Deposits/Credits	65.00
Withdrawals/Debits	- 0.00
Ending balance on 7/31	\$65.00
 Average ledger balance this period	 \$65.00

Account number: 6582776537

NOEMIS APARTMENT LLC

Florida account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 063107513

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/28		Checking Opening Deposit	65.00		65.00
Ending balance on 7/31					65.00
Totals			\$65.00	\$0.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/fee/faq to find answers to common questions about the monthly service fee on your account.

Fee period 07/28/2017 - 07/31/2017

Standard monthly service fee \$14.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee

Minimum required

This fee period

Have any ONE of the following account requirements

- Average ledger balance
- Qualifying transaction from a linked Wells Fargo Business Payroll Services account
- Qualifying transaction from a linked Wells Fargo Merchant Services account
- Total number of posted Wells Fargo Debit Card purchases and/or payments
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online
- Combined balances in linked accounts, which may include:
 - Average ledger balances in business checking, savings, and time accounts
 - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit
- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at www.wellsfargo.com/biz/fee-information

\$7,500.00

1

1

10

1

\$10,000.00

\$65.00

0

0

0

0

0

WVWYK

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	0	200	0	0.50	0.00
Total service charges					\$0.00

IMPORTANT ACCOUNT INFORMATION

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

JOAQUIN BATISTA

Case No. 2010-17449-CA-01
CIRCUIT CIVIL DIVISION

Plaintiff,

v.

MARLENE M. NORONÓ

et al,

Defendants.

PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE

Plaintiff, Joaquin Batista, by and through undersigned counsel, files this Request for Judicial Notice, and states in support thereof:

Pursuant to sections 90.202 and 90.203, Florida Statutes, Defendant requests this Court to take judicial notice of the following:

1. Articles of Incorporation of Title Services Depot, Inc., Filed with Secretary of State, Division of Corporations, dated April 14, 1997;
2. 2002 Uniform Business Report.
3. 2003 Uniform Business Report.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was sent by email and e-portal to Robert Wayne, Esq. and Shawn A. Wayne, Esq. at RWayneA36@aol.com on this 12th day of May 2017.

CORONA LAW FIRM, P.A.
3899 NW 7th St., Second Floor
Miami, Florida 33126
Telephone: (305) 547-1234
Facsimile: (305) 266-1151
Primary Email: ricky@coronapa.com
Secondary Email: mramos@coronapa.com

By: /s/ Michelle Ramos
RICARDO R. CORONA
Attorney for Plaintiff
Florida Bar No: 111333
MICHELLE RAMOS
Florida Bar No: 121647

D97000034189

Efrain Dominguez

ATTORNEY AT LAW

11410 N. KENDALL DRIVE
SUITE 202, BLDG. B
MIAMI, FL 33176

TEL (305) 596-2454
FAX (305) 596-2411

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 APR 14 AM 10:41

April 9, 1997

Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Title Services Depot, Inc.

700002141797--0
-04/14/97--01041--015
****122.50 ****122.50

To Whom it may concern,

Enclosed please find an original and two copies of Articles of Incorporation for the above mentioned, and a check in the amount of \$122.50 for the filing of the same.

Please provide us with a copy of proof of filing VIA FAX (305) 596-2411 and VIA MAIL.

If you have any questions, please contact the undersigned.

Thank you for your excellent courtesies.

Sincerely,

Danett E. Marante

Danett E. Marante
for DOMINGUEZ & ASSOCIATES, P.A.

Danett E. Marante GAVE

AUTHORIZATION BY PHONE TO
CORRECT *H.A. acceptance*
DATE *4/14/97*
DOCEXAM *David Brown*

D. BROWN APR 16 1997

**ARTICLES OF INCORPORATION
OF
TITLE SERVICES DEPOT, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 APR 14 AM 10:41

The undersigned, for the purpose of forming a corporation under the FEDERAL GENERAL CORPORATION ACT hereby adopts the following Articles of Incorporation.

**ARTICLE ONE
NAME**

The name of the corporation is TITLE SERVICES DEPOT, INC.

**ARTICLE TWO
DURATION**

The term of existence of the cooperation is perpetual.

**ARTICLE THREE
PURPOSE**

This Corporation is being formed for the following purposes:

To conduct any and all business activities permitted by the laws of the State of Florida.

To generally have and exercise all powers, rights and privileges necessary and incident to carrying out properly the objects herein mentioned.

To carry on any other lawful business and to do any and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any or all of the objects herein before enumerated or incidental to the purposes and powers herein named or for the enhancement of the value of the property of the corporation or which at any time appear conducive thereto or expedient.

**ARTICLE FOUR
PLACE OF BUSINESS**

The principal place of business of the Corporation shall be at 7860 NW 71 Street, Miami, Florida 33166 with privilege of having branch offices within and without the State of Florida.

**ARTICLE FIVE
CAPITAL STOCK**

The maximum number of shares which the corporation has authority to issue is 1000, all of which shall be common shares with \$1.00 par value.

**ARTICLE SIX
INITIAL REGISTERED AGENT AND ADDRESS**

The street address of the initial registered office of the corporation shall be the SAME as the principal office and the name of the initial registered agent at such address is FARA BARRERO.

**ARTICLE SEVEN
PREEMPTIVE RIGHTS**

The Shareholders shall have Preemptive Rights.

**ARTICLE EIGHT
INITIAL DIRECTOR AND OFFICER**

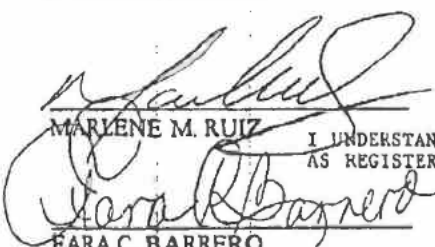
This Corporation shall have two Directors initially. The numbers of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one. The names and addresses of the initial Directors of this Corporation are:

<u>Name</u>	<u>Address</u>
MARLENE M. RUIZ	17315 SW 8 STREET PEMBROKE PINES, FL 33029
FARA C. BARRERO	10380 SW 140 STREET MIAMI, FLORIDA

**ARTICLE NINE
INCORPORATOR**

<u>Name</u>	<u>Address</u>
MARLENE M. RUIZ	17315 SW 8 STREET PEMBROKE PINES, FL 33029
FARA C. BARRERO	10380 SW 140 STREET MIAMI, FLORIDA

The undersigned has executed these Articles of Incorporation this 9 day of April
1997.


MARLENE M. RUIZ

I UNDERSTAND AND ACCEPT THE DUTIES AND RESPONSIBILITIES
AS REGISTERED AGENT FOR THE ABOVE MENTIONED CORPORATION.

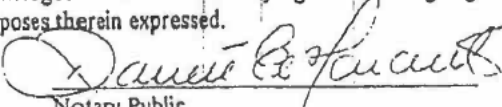

FARA C. BARRERO

INCORPORATOR / REGISTERED AGENT

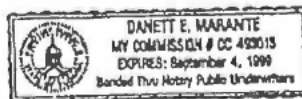
STATE OF FLORIDA
COUNTY OF DADE

Before me the undersigned authority Marlene M. Ruiz and Fara C. Barrero, who
are personally known by me and acknowledged before me that they signed the foregoing
Certificate of Incorporation for the purposes therein expressed.

msword\TSD.corp


Notary Public

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 APR 14 AM 10:41



2002 UNIFORM BUSINESS REPORT (UBR)

FILED
Feb 21, 2002 8:00 am
Secretary of State

02-21-2002 90032 040 ***163.75

00101 AV

DOCUMENT # **P97000034189**
1. Entity Name
TITLE SERVICES DEPOT, INC.

Principal Place of Business
**7860 N.W. 71ST STREET
MIAMI FL 33166**

Mailing Address
**7860 N.W. 71ST STREET
MIAMI FL 33166**



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business
7860 NW 71ST

3. Mailing Address
7860 NW 71ST

Suite, Apt. #, etc.
#301

Suite, Apt. #, etc.
#301

City & State
Miami, FL

City & State
Miami, FL

Zip
33166

Country
USA

Zip
33166

Country
USA

4. FEI Number
65-0744393

Applied For
☐ Not Applicable

5. Certificate of Status Desired
☒ **\$8.75 Additional Fee Required**

6. Name and Address of Current Registered Agent
**MORALES, MARTA
7860 NW 71ST STREET STE 301
MIAMI FL 33166**

7. Name and Address of New Registered Agent
Name
Isolina Perez-Cafunio P.A.
Street Address (P.O. Box Number is Not Acceptable)
7860 NW 71ST #301
City
Miami FL Zip Code
33166

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

DATE

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so.
(See criteria on back) ☐

FILE NOW!!! FEE IS \$150.00
After May 1, 2002 Fee will be \$550.00
Make Check Payable to Department of State

10. Election Campaign Financing
Trust Fund Contribution. ☒ **\$5.00 May Be Added to Fees**

11. OFFICERS AND DIRECTORS

TITLE NAME STREET ADDRESS CITY-ST-ZIP	PDVS RUIZ, MARLENE M 17315 S.W. 8TH STREET PEMBROKE PINES FL 33029	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	T RUIZ, MARLENE M 17315 S.W. 8TH STREET PEMBROKE PINES FL 33029	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Delete

12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/> Change <input type="checkbox"/> Addition

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE:
Signature and typed or printed name of signing officer or director

Date
4/18/2002

Daytime Phone
305-513-3833

CR2E034 (9/01)

2003 FOR PROFIT CORPORATION UNIFORM BUSINESS REPORT (UBR)

FILED
Feb 18, 2003 8:00 am
Secretary of State

DOCUMENT # P97000034189

1. Entity Name
TITLE SERVICES DEPOT, INC.



02-18-2003 90097 031 ***150.00

Principal Place of Business
7860 N.W. 71ST STREET
#301
MIAMI FL 33166

Mailing Address
7860 N.W. 71ST STREET
#301
MIAMI FL 33166



2. Principal Place of Business
1470 N.W. 107 Ave
Suite, Apt. #, etc.
#D

3. Mailing Address
1470 N.W. 107 Ave
Suite, Apt. #, etc.
#D

☐ CHECK HERE IF MAKING CHANGES

City & State
Miami, FL

City & State
Miami, FL

4. FEI Number 65-0744393
Applied For
Not Applicable

Zip 33172 Country Miami-Dade

Zip 33172 Country Miami-Dade

5. Certificate of Status Desired ☐ \$8.75 Additional
Fee Required

6. Name and Address of Current Registered Agent

7. Name and Address of New Registered Agent

JOSEFINA PEREZ-COFINIO P.A.
~~7860 N.W. 71ST STREET STE 301~~
~~MIAMI FL 33166~~

Name
Street Address (P.O. Box Number is Not Acceptable)
807 SW 25 Ave #210

City Miami FL Zip Code 33135

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE: Josefin Perez-Cofinio P.A.
Signature, typed or printed name of registered agent and title, if applicable. (NOTE: Registered Agent signature required when re-registering) DATE

FILE NOW!!! FEE IS \$150.00
After May 1, 2003 Fee will be \$550.00
Make Check Payable to Florida Department of State

9. Election Campaign Financing
Trust Fund Contribution. ☐ \$5.00 May Be
Added to Fees

10. OFFICERS AND DIRECTORS

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE PDVS
NAME RUIZ, MARLENE M
STREET ADDRESS 17315 S.W. 8TH STREET
CITY-ST-ZIP PEMBROKE PINES FL 33029 ☐ Delete

TITLE PDVS
NAME RUIZ, Marlene M.
STREET ADDRESS 3701 SW 137 Ave
CITY-ST-ZIP Miramar, FL 33027 ☒ Change ☐ Addition

TITLE T
NAME RUIZ, MARLENE M
STREET ADDRESS 17315 S.W. 8TH STREET
CITY-ST-ZIP PEMBROKE PINES FL 33029 ☐ Delete

TITLE T
NAME RUIZ, Marlene M.
STREET ADDRESS 3701 SW 137 Ave
CITY-ST-ZIP Miramar, FL 33027 ☒ Change ☐ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP ☐ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP ☐ Change ☐ Addition

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CITY-ST-ZIP ☐ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP ☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowments.

SIGNATURE: [Signature]
Signature and typed or printed name of signing officer or director Date 2/3/03 Daytime Phone # 305-513-3833

CR2E034 (10/02)

NOEMI V GUTIERREZ DIAZ
GUTIERREZ LIVING TRUSTEE
TEL. 305-388-2352
5240 SW 133 AVENUE
MIAMI, FL 33175

5286

63-751/631 10929
101003338068

2-9-17

DATE

Pay to the
Order of

Anthony Rodriguez
Four Thousand Five Hundred

\$ 4,500.00

Dollars



Photo
Safe
Depository
Details on back

© 2008 Wells Fargo Bank, N.A.



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

For

Para ARBeda

Noemi Gutierrez Diaz

⑆063107513⑆101003338068⑆05286

x plead guilty in \$17M mortgage fraud scheme



By -
Aug 18, 2008, 1:02pm EDT Updated Aug 18, 2008, 1:02pm EDT

ARTICLE

Six South Florida residents have pleaded guilty in connection with a mortgage fraud scheme that defrauded several financial institutions out of more than \$17 million.

They were among 15 arrested last month after a 10-month investigation.

The defendants faced charges of racketeering, conspiracy to commit racketeering, mortgage fraud, grand theft, identity theft and money laundering.

Authorities believe the scheme involved the use of two separate title companies in Miami-Dade County and worked this way:

The title agents would prepare fraudulent HUD-1 statements on behalf of the other co-conspirators, which then would be provided to the lender. (A HUD-1 settlement statement is a document that informs the lender how



☆, and drag to the Favorites Bar folder. Or import from another browser. Import favorites

inflated sales contract prices. For example, a seller might believe his or her property sold for \$1.6 million, but a fraudulent HUD-1 statement might reflect the contract sales price for the property as \$2.25 million.

The lender would fund the loan believing the property sold for the inflated sales price. The title agent, acting on behalf of the other co-conspirators, would then transfer the fraudulently obtained profits into a bank account of either a third party or a shell company controlled by one of the co-conspirators.

Monica Fergusson, 37, and Diana Diaz, 40, pleaded guilty to conspiracy to commit racketeering. They face up to five years in prison and must pay \$20,000 to the task force, as well as costs of prosecution and investigation.

Mari Matilde Leony Rodriguez-Triana, 44, and Raisa Diaz, 34, pleaded guilty to conspiracy to commit racketeering. They face up to three years in prison and must pay \$10,000 to the task force, as well as costs of prosecution and investigation.

Marlene Norono, 47, pleaded guilty to conspiracy to commit racketeering. She faces up to three years in prison and must pay \$15,000 to the task force, as well as costs of prosecution and investigation

Mario Lubian, 47, pleaded guilty to mortgage fraud and was sentenced to one year of community control, to be followed by four years of probation, including 90 days of county jail. He must also pay \$10,000 to the task force, as well as costs of investigation and prosecution.

TRENDING

RESIDENTIAL REAL ESTATE

Rap superstar Lil Wayne paid \$16.75 million for a waterfront mansion



BANKING & FINANCIAL SERVICES

Fort Lauderdale broker gets 6 years for \$16M fraud



SPONSORED BY DELOITTE

Disruption. Are you prepared?

Deloitte

New report highlights issues and opportunities for private companies to consider.

[Read more](#)

COMING EVENT

2019 Influential Business Women Awards

March 15



Form 9**QUARTERLY GIFT DISCLOSURE
(GIFTS OVER \$100)****RECEIVED**

SEP - 9 2021

CITY OF MIAMI BEACH
OFFICE OF THE CITY CLERK

Beach

CANDIDATE For Mayor

LAST NAME -- FIRST NAME -- MIDDLE NAME:

GUTIERREZ, CARLOS, (Sp4) ENRIQUE DAIZ

NAME OF AGENCY:

SELF

MAILING ADDRESS:

708 PENNSYLVANIA AVENUE 4

OFFICE OR POSITION HELD:

CANDIDATE

CITY:

MIAMI BEACH

ZIP:

33139

COUNTY:

MIAMI DADE

FOR QUARTER ENDING (CHECK ONE):

☐ MARCH ☒ JUNESEPTEMBER ☐ DECEMBER

YEAR

2021

PART A — STATEMENT OF GIFTS

Please list below each gift, the value of which you believe to exceed \$100, accepted by you during the calendar quarter for which this statement is being filed. You are required to describe the gift and state the monetary value of the gift, the name and address of the person making the gift, and the date(s) the gift was received. If any of these facts, other than the gift description, are unknown or not applicable, you should so state on the form. As explained more fully in the instructions on the reverse side of the form, you are not required to disclose gifts from relatives or certain other gifts. **You are not required to file this statement for any calendar quarter during which you did not receive a reportable gift.**

DATE RECEIVED	DESCRIPTION OF GIFT	MONETARY VALUE	NAME OF PERSON MAKING THE GIFT	ADDRESS OF PERSON MAKING THE GIFT
SEPTEMBER 7, 2021	PETTY CASH	\$1360.	Carlos (Sp4) E. Gutierrez	708 Pennsylvania Ave.

☐ CHECK HERE IF CONTINUED ON SEPARATE SHEET**PART B — RECEIPT PROVIDED BY PERSON MAKING THE GIFT**

If any receipt for a gift listed above was provided to you by the person making the gift, you are required to attach a copy of that receipt to this form. You may attach an explanation of any differences between the information disclosed on this form and the information on the receipt.

☐ CHECK HERE IF A RECEIPT IS ATTACHED TO THIS FORM**PART C — OATH**

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed herein and on any attachments made by me constitutes a true accurate, and total listing of all gifts required to be reported by Section 112.3148, Florida Statutes.

Florida Statutes.

Carlos Gutierrez
SIGNATURE OF REPORTING OFFICIAL

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or ☐ online notarization, this

9 day of Sept, 2021

by CARLOS GUTIERREZ

Jason Salvatore
(Signature of Notary Public, State of Florida)

JASON SALVATORE
(Print, Type, or Stamp Commissioned Name and Number)

Personally Known OR Produced Identification

Type of Identification Produced FL Driver License

**PART D — FILING INSTRUCTIONS**

This form, when duly signed and notarized, must be filed with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, Florida 32303. The form must be filed no later than the last day of the calendar quarter that follows the calendar quarter for which this form is filed (For example, if a gift is received in March, it should be disclosed by June 30.)

CARLOS Sp4 ENRIQUE GUTIERREZ DAIZ
COMMITTEE TO ELECT CARLOS E. GUTIERREZ Sp4
FOR MIAMI BEACH MAYOR

DATE Sept 10, 2021 84-7041/2652

PAY
TO THE
ORDER OF

City of Miami Beach
One thousand three hundred sixty and 00/100 DOLLARS

IBERIABANK

FOR _____

Stephany Peraza

RECEIVED

SEP 10 2021

CITY OF MIAMI BEACH
OFFICE OF THE CITY CLERK