

EXHIBIT A

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiff,

vs.

Case No. 08-007686 08

LAURA L. HESS, ESQ.,
LAURA HESS & ASSOCIATES, P.A.,
HESS KENNEDY CHARTERED LLC, and
THE CONSUMER LAW CENTER, LLC.

Defendants.

**PLAINTIFF'S EMERGENCY MOTION FOR APPOINTMENT OF RECEIVER
AND INJUNCTIVE RELIEF WITHOUT NOTICE**

The Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA**, by and through the undersigned attorney, moves this Court for an Appointment of Receiver and Injunctive Relief Without Notice, pursuant to section 501.207(3), Florida Statutes, and Fla.R.Civ.P., Rules 1.610 and 1.620, regarding Defendants **LAURA L. HESS, ESQ., LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC** (hereinafter referred to as "Defendants"), and states in support the following:

I. The Plaintiff adopts, realleges and incorporates herein each and every allegation and offer of proof set forth at length in its accompanying MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S EMERGENCY MOTION FOR APPOINTMENT OF RECEIVER AND INJUNCTIVE RELIEF WITHOUT NOTICE and APPENDIX OF EXHIBITS.

II. Pursuant to Florida's Deceptive and Unfair Trade Practices Act, specifically Section 501.207(3), Florida Statutes (2007), the Attorney General is authorized to move this Court for equitable relief.

Based on the pleadings, affidavits, and exhibits filed herewith, it is alleged that:

a) Defendants have induced thousands of consumers to become clients of Defendants' debt settlement practice by claiming the ability to negotiate the repayment of the consumer's unsecured debt for significantly less than the full amount. Defendants do not inform consumers that the Defendants' legal strategy of issuing dispute letters to creditors under the Fair Credit Billing Act may not be effective to toll or relieve the consumers' liability for payments to creditors and do not inform consumers that legal fees are paid first and that only after legal fees are paid does the consumer start paying money towards settlement of the debt owed to creditors.

b) A review of documentation of certain of the Defendants' bank accounts, namely Bank Atlantic Account No. 0059893048 and Bank of America Account No. 5564384034 have discovered significant illicit payments. Money from consumers is wired or otherwise deposited on a monthly basis into the Defendants' Bank Atlantic and Bank of America accounts ostensibly to pay the consumers' credit card debts to creditors or the Defendants' legal fees. However, from early 2006 to November, 2007, money totaling approximately \$20 million from Bank Atlantic Account No. 0059893048 and Bank of America Account No. 5564384034 have been paid or transferred to persons and/or entities who are neither lawyers nor creditors.

c) On September 30, 2007, Defendants registered three fictitious names with the Florida Department of State, Division of Corporations, which names mimic established and well known national banks: CAPITAL ONE, CHASE CARD SERVICES and DISCOVER

FINANCIAL. On and after September 30, 2007, Defendants, through checks signed by Edward Cherry, issued numerous checks payable to CAPITAL ONE which checks were deposited into Account No. 0579001970 at BankUnited, F.S.B. On and after September 30, 2007, Defendants, through checks signed by Edward Cherry, issued numerous checks payable to CHASE CARD SERVICES which checks were deposited into Account No. 0579001954 at BankUnited, F.S.B. The total amount that has been deposited into these two aforesaid accounts plus three other accounts at BankUnited, F.S.B. through checks issued by Defendants and signed by Edward Cherry is in excess of \$4 million. The five aforesaid accounts at BankUnited, F.S.B. are titled in the name of Edward Cherry. Capital One Bank and Chase Bank do not maintain any accounts or have any relationship with BankUnited, F.S.B. for the deposit of checks payable to Capital One or Chase for payment of credit card bills of customers.

d) Defendants, through checks signed by Edward Cherry, issued checks payable to BANK UNITED to be credited to Account No. 0531129160. The total amount of these checks during the year 2007 is \$122,438.45. Bank United Account No. 0531129160 is the account for the mortgage held by BankUnited on 10985 NW 71st Court, Parkland, Florida which is Edward Cherry's residence.

III. If Defendants are permitted to continue to conduct business and continue the above-cited deceptive trade practices, the number of consumers aggrieved by these deceptive acts and practices will increase unless equitable relief is granted by this Court. Plaintiff has no adequate remedy at law to protect the consuming public against these continuing deceptive trade practices.

IV. Unsuspecting consumers have paid millions to Defendants for payment of credit card debt. Defendants are illicitly diverting much of this money to themselves and their families

and associates. Irreparable harm will result to consumers without the requested relief. The irreparable harm will occur because Defendants have already transferred millions of dollars to individuals who are not creditors of consumers and to their accounts outside the United States. For example, on or about November 9, 2007, Eric Siverson, Defendants' accountant, transferred \$950,000.00 from his Bank Atlantic account to Safe Harbor Bank in Switzerland. At another unknown time, Mr. Siverson transferred \$400,000.00 from his Bank Atlantic account to Safe Harbor Bank in Switzerland. When questioned by Bank Atlantic officials, Mr. Siverson explained he is a "Client-Marketing consultant" and that Hess Kennedy was one of his customers. [attached SAR] On or about February 4, 2008, Eric Siverson, Defendants' accountant, attempted to transfer \$550,000.00 from an account at BankUnited to Safe Harbor Bank, Saint Vincent, Grenadines but BankUnited would not process the wire transfer. The BankUnited account from which Mr. Siverson attempted the wire transfer was titled to Mr. Siverson, one of his companies and Global Payment Processing, LLC, a company whose manager is Edward Cherry, the Defendants' business manager. [attached Division of Corporations filing; Hess dep. 69]

V. In the event that notice of this Motion is given to Defendants, assets and other evidence of the acts alleged herein may be removed, dissipated, or transferred, prejudicing Plaintiff's prosecution of this action and the ability to recover restitution for consumers.

"[R]ule 1.610(a) requires a 'strong and clear' showing before a temporary injunction without notice may issue. (citation omitted) To satisfy the Rule's mandate of establishing why notice should not be required, a plaintiff seeking an ex parte temporary injunction must demonstrate (1) how and why the giving of notice would accelerate or precipitate the injury or (2) that the time required to notice a hearing would actually permit the threatened irreparable

injury to occur. (citations omitted) Examples of such a showing are where notice of a hearing will prompt a defendant to.....cause unsecured assets to be liquidated in the context of a fraudulent enterprise, or precipitate the disposal of the major asset” Smith v. Knight, 679 So. 2d 359, 361-362 (4th Dist. Ct. App.1996)

It is submitted that the Plaintiff has met its burden as aforesaid in view of the diversion of millions of dollars from consumers that has been detailed in the instant Motion and accompanying Memorandum and Appendix of Exhibits. Notice to the Defendants of the relief requested by this Motion and the accompanying disclosure of the evidence that Plaintiff has uncovered will provide the Defendants opportunity to continue the diversion of money to overseas accounts and perhaps depart from Florida with additional money that would otherwise have been beyond their control with the granting of the requested equitable relief. The granting of the requested equitable relief will also insure that future payments to the Defendants from consumers are not illicitly diverted while the Receiver determines a course of action and this proceeding is resolved on the merits.

VII. Pursuant to Fla. R. Civ. P. 1.610(b), Plaintiff, as an agency of the State of Florida, is not subject to the requirement of posting bond, and under the facts alleged herein, it is in the public interest to dispense with the requirements for same.

VIII. The Plaintiff requests the Court appoint a Receiver in this matter pursuant to Section 501.207(3), Florida Statutes, to be paid for by the Defendants. The Receiver, or custodian, may be appointed to wind up and liquidate or to manage the business and affairs of the corporation or limited liability company. The Receiver may exercise all of the powers of the corporation or limited liability company, through or in place of its board of directors or officers

or of its managers or members, to the extent necessary to manage the affairs of the corporation or limited liability company in the best interests of its creditors. F.S. § 607.1432; § 608.4492.

If a Receiver is not appointed by this Court, consumers will suffer irreparable harm as Defendants will continue to have unfettered control over consumers' funds to disburse said funds, as has occurred in the past, for the benefit of the Defendants and their family and associates and NOT to creditors of the consumers. Untold numbers of consumers are currently making monthly payments to the Defendants and it is foreseeable that other consumers will continue to sign up as clients and provide even more money to Defendants if a Receiver is not appointed by this Court.

EX. At this time, no effort to give notice to Defendants has been made. The Plaintiff shall notify Defendants by service upon them of the Motion, Order, and all exhibits filed in this case.

WHEREFORE, the Plaintiff moves that this Court grant equitable relief, without the requirement of bond, as follows:

I. Appoint a Receiver, pursuant to Fla.R.Civ.P., Rule 1.620, and Section 501.207(3), Florida Statutes, with the following powers to review the financial records of the Defendants, to manage the affairs of LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC and all other entities operated, controlled or otherwise associated with the Defendants' activities, including but not limited to HESS KENNEDY COMPANY CHARTERED, CONSUMER RECOVERY TEAM, HESS KENNEDY HOLDINGS LTD., LEGAL DEBT CENTER, HESS KENNEDY COMPANY, LAURA HESS, INC., HESS KENNEDY, LEGAL DEBT CENTER, LLC, HESS KENNEDY FLORIDA, HESS KENNEDY CHARTERED, HESS | KENNEDY, LLC, HESS KENNEDY

PAYMENT, HESS KENNEDY TRUST COMPANY, THE CONSUMER LAW CENTER, LC; HESS | KENNEDY FLORIDA, HESS KENNEDY TRUST ACCOUNT, GLOBAL PAYMENT PROCESSING, LLC and CAMPOS CHARTERED LAW FIRM, which entities shall be deemed to be included in the term "Defendants" herein, and to ensure proper disposition of consumers' funds, with the Receiver's fees to be paid by the Defendants. The Receiver shall be permitted to have access to any of the Defendants' business records and to any other records that may be seized by any law enforcement agency. The Receiver shall have the following duties, powers and authority.

The Receiver shall marshal, preserve, protect, maintain, manage and safeguard the Assets of Defendants in a reasonable, prudent, diligent, and efficient manner. Property in the custody of the Receiver or property to which the Receiver has the right to custody shall not be subject to execution or similar process. The Receiver shall be vested with the usual powers and duties of equity Receivers in like cases, and is hereby authorized and instructed to take possession of and control over the Assets; and, without limitation of any kind as to his general duties, the Receiver shall have at least the following specific duties and responsibilities:

a. Business Offices. The Receiver shall take possession of all Assets, bank accounts, including but not limited to accounts at BANK ATLANTIC, BANK OF AMERICA, BANKUNITED and SIGNATURE BANK, offices, and the contents of such offices where the business of Defendants has been conducted.

b. Revenues. Commencing immediately, the Receiver shall collect all receipts, revenues, deposits, receivables, notes and other sums generated by, from or due to Defendants. All sums marshaled shall be deposited with a state or federally chartered financial institution. Defendants shall immediately turn over to the Receiver any monies belonging to or otherwise generated from

consumers or Defendants' clients currently in their possession. Defendants shall refrain from any further collection of receipts or revenues generated by Defendants from consumers or Defendants' clients, except as the Receiver might direct. Any funds of Defendants received by any party shall be forthwith delivered to the Receiver without further Order of this Court. The Receiver shall have the exclusive right to pursue, collect and control all monies belonging to or otherwise generated by Defendants, and shall have the exclusive right to make payments and disbursements from Defendants' bank accounts, including rents, accounts payable, expenses, costs of merchandise or equipment, and payroll.

c. General Powers. The Receiver shall exercise all other powers and rights necessary to manage, protect and preserve the Assets and the businesses of Defendants.

d. Cooperation: Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with Receiver and comply with Receiver's requests for information, records and documentation so that Receiver may perform his duties with full information and knowledge. Defendants, and their officers, agents, partners, servants, employees and transferees shall not interfere with or hinder the operations of Receiver, but shall maintain their legal rights with respect to this action, the Receiver and the Receivership.

e. Possession of Property: The Receiver shall immediately take possession and control of all of the assets in the possession or under the control of Defendants whether such property is held by Defendants, beneficially or otherwise.

f. Bank Accounts. As the Receiver may deem necessary, and effective immediately upon entry of this Order, the Receiver shall establish and maintain, at a bank or banks whose deposits are federally insured, operating accounts for the Receivership into which the Receiver shall deposit all receipts or revenues from Defendants. Amounts on deposit in all accounts, including

but not limited to in a financial institution, brokerage account, and/or as a retainer previously paid and/or in bank accounts at BANK ATLANTIC, BANK OF AMERICA, BANKUNITED and SIGNATURE BANK, of Defendants shall be transferred to the Receiver without further Order of this Court. All safety deposit boxes shall be transferred to the Receiver without further Order of this Court. The Receiver is authorized to disburse regularly and punctually (to the extent available), all amounts hereafter due and payable as reasonable, necessary and proper operating expenses of the Receivership, subject to the terms of this Order.

g. Expenses. The Receiver shall pay from the estate's of Defendants funds the expenses incurred by him in the conservation, protection and management of the Assets.

h. Maintenance of Assets. The Receiver shall enter into any and all service contracts reasonably necessary to keep, maintain and protect the Assets.

i. Checks. The Receiver shall endorse all checks and drafts now or hereafter made payable to Defendants concerning such accounts receivables, deposits, rents, income, profits, and revenues.

j. Mail. The Receiver shall open all mail in connection with the Assets or business(es) of Defendants.

k. Supplemental. The Receiver shall have all other duties, powers and authority as set forth in the Order of this Court.

2. Enjoin Defendant LAURA L. HESS, Esq., EDWARD CHERRY, also known as CHERRY EDWARD, EDWARD KENNEDY CHERRY, EDWARD THOMAS KENNEDY or EDWARD T. KENNEDY and ERIC SIVERSEN individually and/or by or through their spouses, trustees, agents, employees or other persons who act under, by, through or on behalf of either or all of them or the Defendants, from transferring, conveying, encumbering, disposing of

or otherwise alienating their real estate in the State of Florida, including but not limited to real estate located at 9447 Satinleaf Place, Parkland, FL 33076, 10985 NW 71st Court, Parkland, FL 33076 and 9351 NW 39th Court, Coral Springs, FL 33065, respectively until further order of this Court.

3. Enjoin Defendant LAURA L. HESS, Esq., EDWARD CHERRY, also known as CHERRY EDWARD, EDWARD KENNEDY CHERRY, EDWARD THOMAS KENNEDY or EDWARD T. KENNEDY and ERIC SIVERSEN individually and/or by or through their spouses, trustees, agents, employees or other persons who act under, by, through or on behalf of either or all of them or the Defendants, from transferring, conveying, encumbering, disposing of or otherwise alienating their personal bank accounts or business accounts standing in the name of another person or entity, including but not limited to accounts at Bank Atlantic, Bank of America, BankUnited and Signature Bank, until further order of this Court.

4. Enjoin Defendant LAURA L. HESS, Esq., EDWARD CHERRY, also known as CHERRY EDWARD, EDWARD KENNEDY CHERRY, EDWARD THOMAS KENNEDY or EDWARD T. KENNEDY and ERIC SIVERSEN individually and/or by or through their spouses, trustees, agents, employees or other persons who act under, by, through or on behalf of either or all of them or the Defendants, from destroying, mutilating, concealing, altering, or disposing of, in any manner, any of the books, records, papers, computer disks, computer memory retention devices or the like, computers, documents, correspondence, obligations or other property of the Defendants herein until further order of this Court.

5. Order Defendants LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC, Defendant LAURA L. HESS, Esq., EDWARD CHERRY, also known as CHERRY EDWARD, EDWARD KENNEDY

CHERRY, EDWARD THOMAS KENNEDY or EDWARD T. KENNEDY and ERIC SIVERSEN individually and/or by or through their spouses, trustees, agents, employees or other persons who act under, by, through or on behalf of either or all of them or the Defendants, to fully and immediately comply with any reasonable request or direction of the Receiver.

6. Order that no bond shall be required with respect to the relief requested herein as the Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA**, is an agency of the State of Florida and the public interest served by this action.

7. Order that any and all law enforcement authorities, including but not limited to the Broward Sheriff's Office for said locations in Broward County, are authorized to take any and all necessary steps to assist the Receiver in the securing of the assets, business offices, and contents of such business offices of Defendants LAURA L. HESS, ESQ., LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC located at 210 N. University Drive, Suite 900, Coral Springs, FL 33071 and any and all other locations of the Receivership Defendants HESS KENNEDY COMPANY CHARTERED, CONSUMER RECOVERY TEAM, HESS KENNEDY HOLDINGS LTD., LEGAL DEBT CENTER, HESS KENNEDY COMPANY, LAURA HESS, INC., HESS KENNEDY, LEGAL DEBT CENTER, LLC, HESS KENNEDY FLORIDA, HESS KENNEDY CHARTERED, HESS | KENNEDY, LLC, HESS KENNEDY PAYMENT, HESS KENNEDY TRUST COMPANY, THE CONSUMER LAW CENTER, LC, HESS | KENNEDY FLORIDA, HESS KENNEDY TRUST ACCOUNT, GLOBAL PAYMENT PROCESSING, LLC and CAMPOS CHARTERED LAW FIRM, which entities shall be deemed to be included in the term "Defendants."

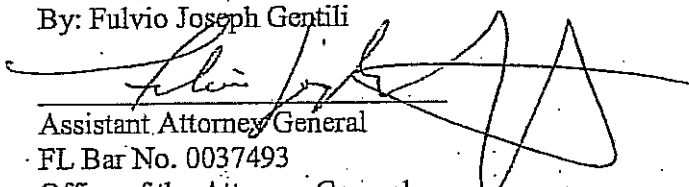
8. Grant all other relief as deemed necessary by this Court.

IT IS HEREBY CERTIFIED that a true and correct copy of this Emergency Motion for Appointment of Receiver and Injunctive Relief Without Notice will be served with the Court's Order.

Dated this 17th day of July, 2008

Respectfully Submitted,

BILL McCOLLUM
Attorney General
By: Fulvio Joseph Gentili



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