

sufficient to establish "closed-end" continuity.

4. Injury to Plaintiff

It is not necessary that Plaintiff allege or prove a separate injury apart from injuries caused by the predicate acts of racketeering activity. See Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479 (1985). Plaintiff's damages are those damages proximately caused by Defendants' commission of the criminal acts which constitute the "pattern of criminal activity." See Title 18 U.S.C. Sec. 1964(d); Pelletier v. Zweifel, 921 F.2d 1465, 1499 (11th Cir. 1991), cert. den., 502 U.S. 855 (1991). In pursuing a civil RICO claim based on mail or wire fraud, it is not necessary to prove detrimental reliance on misrepresentations made in furtherance of the scheme. Bridge v. Phoenix Bond & Indemn. Co., 128 S.Ct. 2131 (2008).

Plaintiff Opteum requests entry of summary judgment as to the RICO claims based on substantial evidence (Dkt. 179, Affidavit of David E. Siegwald), considered together with the extensive invocation of the RICO Defendants' Fifth Amendment rights, and the stipulated factual basis for the plea agreements of Defendants in the associated criminal cases.

The Court notes that Defendant Todd Kolbe argues that the target of the fraudulent scheme was Fannie Mae, and not Plaintiff Opteum (Dkt. 221). Defendant Todd Kolbe does not dispute that Plaintiff Opteum issued the subject mortgage loans, many of which were subsequently sold to Fannie Mae. Fannie Mae required Plaintiff Opteum to repurchase the fraudulent loans. Opteum sustained the loss for the fraudulent scheme, not Fannie Mae. In

Case No. 8:03-CV-355-T-17MSS

the related criminal cases, the Court determined that Plaintiff Opteum Financial, then known as Home Star Mortgage Services, LLC was the victim of the fraudulent scheme.

The RICO statute is directed to long-term criminal activity. To establish a RICO violation, it is critical that the facts support a finding of "continuity." In this case, given the absence of continuity due to the insubstantial amount of time during which the predicate acts of mail fraud and wire fraud were carried out, and given the presence of one scheme (the Lakewood loans) to defraud a single victim, the Court concludes that Plaintiff cannot prevail on Count I. After consideration, the Court **denies** Plaintiff's Motion to Summary Judgment as to the federal RICO claim (Count I) as to Defendants Todd A. Kolbe, Kirk McVey, Amy Samelson, Mary Bolan and Kelly Abercrombie.

D. Count IV - Florida RICO Claim

The elements of a claim under Florida's RICO statute are: 1) conduct or participation in an enterprise; and 2) a pattern of racketeering activity. See Nicor Intern. Corp. v. El Paso Corp., 318 F.Supp.2d 1160, 1169 (S.D. Fla. 2004) (quoting Lugo v. State, 845 So.2d 74, 97 (Fla. 2003)). As to the Florida RICO claim, the Court notes that Florida RICO jurisprudence echoes the requirements of federal RICO jurisprudence. Jones v. Childers, 18 F.3d 899 (11th Cir. 1994). Violation of the Florida RICO statute requires allegations of predicate acts that violate Florida law, rather than federal law. Under Sec. 895.02, Florida Statutes, "racketeering activity" means the commission of "any crime which is chargeable by indictment or information" under the enumerated provisions of the Florida Statutes, and "any conduct

Case No. 8:03-CV-355-T-17MSS

defined as 'racketeering activity' under 18 U.S.C. Sec. 1961(1)."
Sec. 895.02(1)(a)-(b), Florida Statutes. Mail fraud and wire
fraud are crimes which are included in racketeering activity
under 18 U.S.C. Sec. 1961(1), and are therefore within Sec.
895.02(1)(b), Florida Statutes. Fraud under Ch. 817, Florida
Statutes, is included under Sec. 895.02(1)(a), Florida Statutes.

Plaintiff Opteum relies on the same facts alleged in support
of the federal RICO claim in seeking entry of summary judgment as
to the Florida RICO claim in Count IV. After consideration,
for the reason stated above as to Count I, the Court **denies**
Plaintiff's Motion for Summary Judgment as to the Florida RICO
claim, Count IV as to Defendants Todd A. Kolbe, Kirk McVey, Amy
Samelson, Mary Bolan and Kelly Abercrombie.

E. Count II - RICO Conspiracy

Title 18 U.S.C. Sec. 1962(d) provides:

It shall be unlawful for any person to conspire to
violate any of the provisions of subsection (a), (b),
or (c) of this section.

18 U.S.C. Sec. 1962(d).

To state a cause of action for civil conspiracy, a plaintiff
must demonstrate: 1) an agreement between two or more parties to
achieve an illegal objective; 2) an overt act in furtherance of
that illegal objective; and 3) resulting injury. Florida
Software Systems, Inc. v. Columbia/HCA Healthcare Corp., 46
F.Supp.2d 1276, 1283 (M.D. Fla. 1999). However, in the context
of a RICO conspiracy claim, a plaintiff need not show that a

Case No. 8:03-CV-355-T-17MSS

conspirator engaged in an overt act. See Salinas v. United States, 522 U.S. 52 (1997). The Court may infer agreement to participate in the conspiracy from participation in the predicate acts.

Plaintiff Opteum requests entry of summary judgment as to the RICO conspiracy claims under Section 1962(d), arguing that it is beyond dispute that Defendants engaged in a conspiracy to further the real estate flip scheme and induce Plaintiff to extend mortgage loans in connection with the artificially inflated values of the properties at issue. Plaintiff argues that, in every transaction, Defendants acted in various combinations, and always at the direction of Defendant Todd Kolbe, in an effort to convince Plaintiff to rely on their fraudulent misrepresentations and lend Defendants money in excess of the value of the collateral property.

The function of a civil RICO conspiracy claim, unlike a criminal RICO conspiracy claim, is to impute liability. A civil conspiracy plaintiff must establish that someone in the conspiracy committed a tortious act that proximately caused his injury, and can then hold all members of the conspiracy liable for that injury. Beck v. Prupis, 162 F.3d 1090 (11th Cir. 1998).

The Court has determined as a matter of law that the undisputed facts cannot support a federal RICO violation. The record establishes that Defendants engaged in a conspiracy to defraud Plaintiff. However, where the facts do not support a substantive RICO claim, the facts cannot support a determination of the presence of a RICO conspiracy. The Court **denies** Plaintiff's Motion for Summary Judgment as to Count II.

Case No. 8:03-CV-355-T-17MSS

F. Count VI - Fraud (Lakewood loans)
Count X - Fraud (Sovereign loans)

Plaintiff seeks the entry of summary judgment as a matter of law on Plaintiff's claims of fraud under Florida law.

Under Florida law, to establish a claim of fraud, a plaintiff must demonstrate:

1. that the defendant made a false statement or omission of material fact;
2. that by making the statement or omission, the defendant intended to induce the plaintiff to act;
3. that the plaintiff relied upon the statement;
4. that the plaintiff suffered damages.

See Brough v. Imperial Sterling Limited, 297 F.3d 1172 (11th Cir. 2002); First Interstate Dev. Corp. v. Ablanedo, 511 So.2d 536, 539 (Fla. 1987).

Plaintiff Opteum argues that the record evidence establishes that Defendants made false statements in every mortgage loan application submitted to Plaintiff, with the intention of procuring mortgage loans for amounts inflated beyond the fair market value of the property offered as collateral for the mortgages. Plaintiff relies on the David Siegwald Affidavit (Dkt. 208). Plaintiff requests entry of judgment in the amount of \$3,997,406.97, which represents the amount advanced to Plaintiff (\$6,168,450.00), less losses recouped through foreclosure.

As to the Lakewood loans, the undisputed record evidence establishes that twenty five separate transactions were completed during six months. From the successful completion of twenty five separate transactions, the Court can infer intent to defraud as to all Defendants who participated in the scheme. As to the Sovereign loans, based on the completion of the three transactions, the Court infers intent to defraud as to all Defendants who participated in the scheme.

Defendant Todd Kolbe argues that Peter Norden, Home Star's CEO, knew about and approved Defendant Kolbe's conduct, that Plaintiffs made the nominee mortgage loans at issue based on appraisals that did not comply with Plaintiffs' internal policies, and with the knowledge that Defendant Todd Kolbe was in bankruptcy and could not afford the loans. The Court notes that in Case No. 8:04-CR-486-T-23MAP, USA v. Todd A Kolbe, the Court conducted an evidentiary sentencing hearing, at which Defendant Kolbe presented evidence on these issues to the Court (Dkt. 91). Defendant Kolbe admitted the facts in Defendant's plea agreement, and, in awarding restitution to Home Star Mortgage Services LLC, the Court determined that Defendant Kolbe's acts within the scope of the conspiracy caused Home Star's losses.

In Case No. 8:05-CR-342-T-24TGW, Defendant Kelly Abercrombie argued that Home Star approved the loans "notwithstanding substantial issues and poor documentation because they were submitted and documented by Todd Kolbe, then a respected Home Star Vice President, Florida Regional Manager, and friend of Peter Norden." Defendant Abercrombie denied that the signatures she placed on the appraisals contributed to the loan approvals. (Dkt. 106, pp. 13-15). In awarding restitution, the Court found that

Defendant Abercrombie's acts within the scope of the conspiracy caused Home Star's losses.

After consideration of the factual basis of the plea agreements, as well as the other record evidence, the Court **grants** Plaintiff's Motion for Summary Judgment as to the fraud claims, Count VI and Count X, as to Defendants Todd A. Kolbe, Kirk McVey, Amy Samelson, Mary Bolan and Kelly Abercrombie.

It is not clear to the Court whether Plaintiff's Motion for Summary Judgment includes the constructive fraud claim in Count VII, relating to the Lakewood loans, and Count XI, relating to the Sovereign loans. The Court has granted summary judgment as to the actual fraud claims. Since the constructive fraud claims duplicate the actual fraud claims, the Court **denies** the Motion for Summary Judgment as to Counts VI and Count XI.

G. Count IX - Negligent Misrepresentation
Count XIII - Negligent Misrepresentation

Plaintiff seeks entry of summary judgment on Plaintiff's claim for negligent misrepresentation.

Under Florida law, a plaintiff seeking recovery for negligent misrepresentation must prove:

- 1) a false statement concerning a material fact;
- 2) that the representor reasonably should have known of the statement's falsity;
- 3) an intention that the representation induce another to act on it;

Case No. 8:03-CV-355-T-17MSS

4) consequent injury to the party acting in reliance on the misrepresentation.

See Rogers v. Cisco Systems, Inc., 268 F.Supp.2d, 1305, 1312 (N.D. Fla. 2003).

Plaintiff argues that the claim for negligent misrepresentation is predicated on the same facts as the claim for fraud, and the record contains no evidence that raises a genuine issue of material fact as to this claim.

The factual basis of the plea agreements and the twenty-five successful transactions are sufficient to establish intentional fraud by Defendants, and the Court has granted the Motion for Summary Judgment as to that issue. Intentional fraud is not factually consistent with a claim of negligence. The Court therefore **denies** the Motion for Summary Judgment as to Plaintiff's claims for negligent misrepresentation, Count IX and Count XIII, as to Defendants Todd A. Kolbe, Kirk McVey, Mary Bolan, Amy Samelson, and Kelly Abercrombie.

H. Count VIII - Unjust Enrichment
Count XII - Unjust Enrichment

Plaintiff seeks entry of summary judgment as a matter of law in the amount of \$3,997,406.97 as to the claim for unjust enrichment.

To prevail on a claim for unjust enrichment, a plaintiff must establish:

1) a benefit conferred upon a defendant by the plaintiff;

2) the defendant's appreciation of the benefit;

3) the defendant's acceptance and retention of the benefit under circumstances that make it inequitable for him to retain it without paying the value thereof.

See Florida Power Corp. v. City of Winter Park, 887 So.2d 1237, 1242 n. 4 (Fla. 2004). Plaintiff's claim for unjust enrichment is based on Defendants' execution of the fraudulent scheme by which Defendants defrauded Plaintiff of \$5,000,000 in mortgage proceeds, which Defendants obtained by artificially inflating the value of the properties at issue through fraudulent real estate appraisals, and securing Plaintiff's loans based on those inflated appraisals.

Plaintiff argues that Defendants cannot point to any record evidence that raises a genuine issue of material fact about any element of this claim.

The mortgage loans at issue are contracts. Upon submission of the applications for mortgage loans, Plaintiff transferred the loan proceeds to Defendants, and paid fees to Defendants pursuant to a management agreement. Where the undisputed facts establish that funds were transferred and fees were paid pursuant specific contracts, and/or contracts implied in fact, it is not appropriate to grant relief based on a contract implied in law or a quasi-contract theory. Commerce Partnership v. 8098 Limited Partnership v. Equity Contracting Company, Inc., 695 So.2d 383 (4th DCA 1997). The Court therefore **denies** Plaintiff's Motion for Summary Judgment as to Count VIII and Count XII for unjust enrichment.

I. Conversion - Count XV

Under Florida law, a conversion is "an unauthorized act which deprives another of his property permanently or for an indefinite time." Fogade v. ENB Irrevocable Trust, 263 F.3d 1274, 1291 (11th Cir. 2001).

Plaintiff Opteum requests entry of judgment as a matter of law in the amount of \$3,997,406.97, as Defendants cannot point to any record evidence that raises a genuine issue of material fact as to any element of the claim for conversion.

The substance of the fraud claim is that Defendants made fraudulent mortgage applications to Plaintiff, to induce Plaintiff to extend mortgage loans. Based on the information in the loan applications, Plaintiff voluntarily entered into loan agreements with Defendants, and gave funds to Defendants pursuant to the fraudulent loans. The mortgage loans are contracts, and the facts in this case do not establish specifically identifiable funds. These facts do not meet the requirements for a claim of conversion. See Belford Trucking Co. v. Zagar, 243 So.2d 646 (Fla. 4th DCA 1970).

After consideration, the Court **denies** the Motion for Summary Judgment as to Count XV for conversion.

J. Other Issues

1. Todd Kerber and Aaron Kolbe

Plaintiff Opteum seeks entry of summary judgment as to Defendant Todd Kerber and Defendant Aaron Kolbe as to Count II,

Case No. 8:03-CV-355-T-17MSS

RICO conspiracy, Count VI, Fraud, and Count VIII, Unjust Enrichment.

The Court has denied Plaintiff's Motion for Summary Judgment as to Count II, RICO conspiracy, due to the absence of facts which support a substantive RICO violation. The Court **denies** Plaintiff's Motion for Summary Judgment on Count II, RICO Conspiracy, as to Defendants Todd Kerber and Aaron Kolbe.

As to Count VII, Fraud, Plaintiff seeks entry of summary judgment as to Defendants Todd Kerber and Aaron Kolbe based on the independent record evidence of their involvement in the fraudulent scheme, and their blanket assertion of the Fifth Amendment during discovery, which would permit the Court to draw an adverse inference.

One provision of Defendant Kelly Abercrombie's plea agreement provided that Defendant Todd Kerber would be dismissed from the criminal case, and offered Pretrial Diversion. Defendant Todd Kerber was dismissed without prejudice. A provision of Defendant Amy Samelson-Kolbe's plea agreement provided that Defendant Aaron Kolbe would be offered Pretrial Diversion.

A pretrial diversion agreement is analogous to a plea agreement. United States v. Warren, 594 F.2d 1046, 1049 (5th Cir. 1979). Pretrial diversion is an alternative to prosecution which seeks to divert certain offenders from traditional criminal justice processing into a program of supervision administered by the U.S. Probation Office. Participants who complete the program will not be charged, or if charged, will have the charges against

Case No. 8:03-CV-355-T-17MSS

them dismissed; unsuccessful participants are returned for prosecution.

The major objectives of pretrial diversion are: 1) to prevent future criminal activity among certain offenders by diverting them from traditional processing into community supervision and services; 2) to save prosecutive and judicial resources for concentration on major cases and 3) to provide, where appropriate, a vehicle for restitution to communities and victims of crime. See United States Attorney's Manual, Sec 9-22.01.

The Pretrial Diversion Agreements of Defendant Todd Kerber and Defendant Aaron Kolbe have not been made a part of the record before the Court, unlike the plea agreements entered into by other Defendants. The inclusion of the provisions in the Abercrombie and Samelson-Kolbe plea agreements suggests that Pretrial Diversion was to be offered as a way to save prosecutorial resources, rather than because Defendants were not in fact guilty of the charges. However, since the Agreements are not part of the record evidence, and the Court does not know the terms of the Pretrial Diversion Agreements, and the circumstances surrounding the execution of such Agreements, the Court cannot accord preclusive effect to the Agreements.

The Court will consider whether entry of summary judgment as to Todd Kerber and Aaron Kolbe is appropriate, based on independent record evidence and Defendants' assertion of the Fifth Amendment during discovery.

Case No. 8:03-CV-355-T-17MSS

This case was commenced in 2002 in New Jersey. Thereafter, the case was transferred to Orlando, and then to Tampa, Florida on February 27, 2003. A case management and scheduling order was entered on October 3, 2003, setting a discovery cutoff for on January 30, 2004, and due date for dispositive motions on February 27, 2004 (Dkt. 71). A Second Amended Complaint was filed on October 14, 2003. The discovery cutoff was extended to November 12, 2004 (Dkt. 119). The discovery cutoff was extended February 11, 2005, and the due date for dispositive motions was extended to 3/14/2005 (Dkt. 148). Defendant Kerber was deposed on March 3, 2005. Defendant Kerber moved for entry of summary judgment on May 11, 2005 (Dkt. 172) to which Plaintiff responded on May 25, 2005 (Dkt. 187). Plaintiff Opteum moved for entry of summary judgment on May 12, 2005 (Dkt. 178). Defendant Kerber filed a response on August 29, 2005 (Dkt. 214). Defendant Kerber moved to stay this case on September 23, 2005 (Dkt. 218), pending completion of criminal proceedings in Case No. 8:05-CR-342-T-24TGW. A stay was granted until 3/1/2006 (Dkt. 222). On April 27, 2006, the Court heard oral argument. Defendant Kerber filed a supplemental affidavit on June 19, 2006 (Dkt. 235).

The general rule is that when the Fifth Amendment is asserted by a party in a civil case, the Court may presume the party intends to withhold damaging information that is material to the litigation. The Court may not draw an adverse inference if assertion of the Fifth Amendment is the sole basis for a plaintiff's prima facie case or will result in the automatic entry of summary judgment. United States v. Premises Located at Route 13, 946 F.2d 749, 756 (11th Cir. 1991).

The Court notes Defendant Kerber filed an Amended Affidavit (Dkt. 235) in Support of Defendant Kerber's Motion for Summary Judgment, which raises a genuine issue of material disputed fact as to Defendant Kerber's knowledge of any false documentation, and the authenticity of Defendant Kerber's signature which appears on documents involved in the fraudulent scheme. The Court declines to draw an adverse inference from Defendant Kerber's assertion of the Fifth Amendment. The Court therefore **denies** Plaintiff's Motion for Summary Judgment as to Defendant Kerber.

As to Defendant Aaron Kolbe, based on the substantial independent evidence of record, including Defendant Kolbe's signature on numerous documents, (Dkt. 179, Siegwald Affidavit, Exhibits) and the adverse inference the Court draws from Defendant Aaron Kolbe's invocation of the Fifth Amendment in Defendant's deposition, the Court **grants** Plaintiffs' Motion for Summary Judgment as to Count VI, Fraud, and otherwise **denies** Plaintiff's Motion.

2. Kolbe Construction Services, Inc.

Defendant Kolbe Construction Services, Inc. is named in Count X, Fraud, Count XI, Constructive Fraud, Count XII, Unjust Enrichment, and Count XIII, Negligent Misrepresentation. Plaintiff alleges that Kolbe Construction Services, Inc. participated in the fraudulent scheme as to the Sovereign loan transactions. Defendant Todd A. Kolbe is the sole officer and director of Kolbe Construction Services, Inc. (Dkt. 179, Siegwald Affidavit), and executed documents in his capacity as President of Kolbe Construction Services, Inc. There is record

Case No. 8:03-CV-355-T-17MSS

evidence of deposits of loan proceeds into the bank account of Kolbe Construction Services, Inc.

After consideration, based on the undisputed record evidence, the Court **grants** Plaintiff's Motion for Summary Judgment as to Count X, Fraud.

3. Other Counts

Plaintiff's Motion for Summary Judgment addresses only some of the Counts of the Second Amended Complaint, and only some of the Defendants. Plaintiff shall notify the Court as to Plaintiff's intended disposition of the remaining Counts of the Second Amended Complaint, by filing a response to this Order within five days of the date of this Order.

4. Damages

Plaintiffs seek the entry of judgment in the amount of \$3,997,406.97 for the fraud claims. The Court notes that some funds have been recovered by way of settlement. The Court will enter a final judgment, and any motion to amend is due within fourteen days. The parties shall confer and attempt to reach a stipulation prior to filing a motion. Accordingly, it is

ORDERED that the Motion for Summary Judgment of Plaintiff Opteum is **granted in part and denied in part** as to Defendants Todd A. Kolbe, Kirk McVey, Amy Samelson (Samelson-Kolbe), Aaron Kolbe, Kelly Abercrombie, Mary Bolan and Kolbe Construction Services, Inc. The Clerk of Court shall enter a final judgment in favor of Plaintiff Opteum Financial Services, LLC in the


Case No. 8:03-CV-355-T-17MSS

amount of \$3,997,406.97 and against Defendants Todd A. Kolbe, Kirk McVey, Amy Samelson-Kolbe, Aaron Kolbe, Kelly Abercrombie, Mary Bolan and Kolbe Construction Services, Inc. It is further

ORDERED that Plaintiffs' Motion for Summary Judgment is **denied** as to Defendant Todd Kerber.

ORDERED that Plaintiffs shall notify the Court within five days of Plaintiffs' intended disposition of the remaining counts of the Second Amended Complaint.

DONE and ORDERED in Chambers, in Tampa, Florida on this 22nd day of September, 2010.



ELIZABETH A. KOVACHEVICH
UNITED STATES DISTRICT JUDGE

Copies to:
All parties and counsel of record

B/B#	P.B/P#	Assessed	Sales Price	Mortgage	Sales Price	B Side of Flip	Mfg.	Property Address	City	Fannie Mae Loan #	Borrower	Lender	Lender Loan #
25/48	108,140	140,000.00	102,000.00	328,500.00	242,000.00	5210 72 nd Street East	Bradenton	1679081195	McVey, Kirk	Home Star Mortgage Services, LLC	1301000232	1301000232	
35/7	111,959	181,700.00	93,300.00	369,900.00	275,000.00	4132 Dover Dr	Bradenton	1678134069	McVey, Kirk	Home Star Mortgage Services, LLC	1301000240	1301000238	
29/36	140,551	179,900.00	651,100.00	339,200.00	245,000.00	11202 Parkside Place	Bradenton	1678291666	McVey, Kirk	Home Star Mortgage Services, LLC	1301000230	1301000239	
30/122	136,617	183,500.00	91,500.00	368,000.00	275,000.00	6745 Oak Manor Dr	Bradenton	1679106443	McVey, Kirk	Home Star Mortgage Services, LLC	1301000236	1301000237	
30/179	140,861	183,000.00	92,000.00	367,500.00	275,000.00	8418 Idlewood Ct	Bradenton	1679106436	McVey, Kirk	Home Star Mortgage Services, LLC	1301000234	1301000235	
30/127	130,473	152,000.00	120,000.00	362,000.00	272,000.00	12307 Tall Pines Way	Bradenton	1679106441	McVey, Kirk	Home Star Mortgage Services, LLC	1301000232	1301000233	
30/12	119,693	152,000.00	120,000.00	363,900.00	272,000.00	12345 Wood Sage Ter	Bradenton	1679106439	McVey, Kirk	Home Star Mortgage Services, LLC	1301000239	1301000235	
30/12	119,149	150,000.00	128,750.00	369,000.00	273,750.00	12309 Wood Sage Ter	Bradenton	1679106444	McVey, Kirk	Home Star Mortgage Services, LLC	1301000237	1301000233	
25/185	115,071	150,000.00	95,000.00	339,200.00	245,000.00	7102 52 nd Dr East ⁷⁷	Bradenton	1679106439	Kolbe, Aaron	Home Star Mortgage Services, LLC	1301000240	1301000239	
28/137	139,211	169,900.00	103,350.00	369,500.00	273,750.00	6443 Goldentale Cj	Bradenton	1679106443	Kolbe, Aaron	Home Star Mortgage Services, LLC	1301000238	1301000239	
25/185	121,218	163,000.00	82,000.00	329,000.00	245,000.00	7108 52 nd Dr East	Bradenton	1679106436	Samelsson, Amy	Home Star Mortgage Services, LLC	1301000230	1301000239	
29/28	96,987	129,000.00	11,000.00	326,500.00	240,000.00	4943 78 th St East	Bradenton	1679081196	Samelsson, Amy	Home Star Mortgage Services, LLC	1301000239	1301000239	
1693/4105	140,000	122,600.00	99,300.00	299,900.00	221,900.00	7111 Cedar Hollow #101	Bradenton	1679106441	Samelsson, Amy	Home Star Mortgage Services, LLC	1301000236	1301000237	
1693/4105	140,000	131,600.00	90,300.00	299,900.00	221,900.00	7107 Cedar Hollow #201	Bradenton	1679106442	Samelsson, Amy	Home Star Mortgage Services, LLC	1301000254	1301000237	
1693/4105	140,000	131,600.00	90,300.00	299,900.00	221,900.00	7109 Cedar Hollow #202	Bradenton	1679106445	Samelsson, Amy	Home Star Mortgage Services, LLC	1301000234	1301000237	
25/85	106,747	146,000.00	99,000.00	328,00.00	245,000.00	4934 2 nd Ct East	Bradenton	1679106439	McVey, Kirk	Home Star Mortgage Services, LLC	1301000226	1301000234	
1679/1777	141,191	165,700.00	99,300.00	354,900.00	265,000.00	7115 Boca Grove Pl#203	Bradenton	1679106435	McVey, Kirk	Home Star Mortgage Services, LLC	1301000226	1301000234	
30/12	106,285	139,900.00	105,100.00	327,500.00	245,000.00	7131 Boca Grove Pl#201	Bradenton	1679106437	McVey, Kirk	Home Star Mortgage Services, LLC	1301000231	1301000235	
32/45	114,770	142,900.00	97,100.00	327,500.00	240,000.00	12243 Hollybush Ter	Bradenton	1679106440	McVey, Kirk	Home Star Mortgage Services, LLC	1301000235	1301000233	
25/185	108,140	140,000.00	102,000.00	328,500.00	242,000.00	4679 73 ^d Street East	Bradenton	1679106438	McVey, Kirk	Home Star Mortgage Services, LLC	1301000233	1301000233	

LAKWOOD ENTERPRISE "REAL ESTATE FLIP" TRANSACTIONS

EXHIBIT A