

E
X
H
I
B
I
T
G

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.

9644/027

Effingham James,
Plaintiff,

-against-

Odra N. Arango, FFFC f/n/n/ First Franklin Financial
Group, A&A Global Resources Inc. aka A&A Global
Resources LTD., Ann Alvarez and Alfred Mills,
Defendants.

Plaintiff(s) designate Queens
County as the place of trial.
The basis of venue is the
location of the premises

SUMMONS

Plaintiff resides at 119-47
166th Street, Jamaica NY

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED, to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Brooklyn, New York
April 26, 2004



ALABA RUFAL, ESQ.
Attorney for Plaintiff(s),
42 Albany Avenue,
Brooklyn, New York 11213
(718) 756-4333

04 APR 27 AM 11:25

QUEENS COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Effingham James,

Plaintiff,

-against-

INDEX NO.:

Odra N. Arango, FFFC f/n/o First Franklin Financial
Group, A&A Global Resources Inc. aka A&A Global
Resources LTD., Ann Alvarez and Alfred Mills,
Defendants.

VERIFIED COMPLAINT

Plaintiff, by his attorney, ALABA A. RUFAL, ESQ., complaining of the
defendants herein, respectfully alleges as follows:

1. The herein action is commenced pursuant to R.P.A.P.L Article 15.
2. Effingham James, (hereinafter "plaintiff") is in possession and resides at the property known as 119-47 166 Street, Jamaica NY 11434, (hereinafter "subject premises).
3. The plaintiff was the title owner of the subject premises in the form of a fee interest.
4. The plaintiff originally acquired title to subject property from New York City Housing Authority on December 9, 1981 and has since had possession of subject property.
5. Upon information and belief, the defendant, Odra N. Arango is a person of majority without mental retardation or illness, and resides at 25 Brefni Street, Apt # 5-1B, Amityville, NY 11701.
6. Public record indicates that defendant, Odra Arango claims a fee interest in subject property via a purported transfer that occurred on May 29, 2002.

7. Public record also shows that Odra Arango gave two (2) mortgages securing \$196,000 and \$49,000 loans to FFFC f/n/o as First Franklin Financial Group on May 29, 2002, pursuant to a purported transfer of May 29, 2002.

8. Record further shows that one of the above mortgages securing \$196,000 loan was assigned to National City Home Loan Services, Inc on September 9, 2003.

9. Upon information and belief, A&A Global Resources Inc., a.k.a A&A Global Resources LTD. is a corporation whose place of organization is Isle of New Providence, Bahamas and has its office on 70 Sunrise Highway, 6th Floor, Valley Stream NY.

10. Sometime prior to May 2002, while plaintiff was title owner of the mortgaged property, he had difficulty paying his mortgage. Consequently, the mortgage payments went into default. The mortgagee, Countrywide Funding Corp. subsequently commenced a foreclosure proceeding.

11. That sometime in April, plaintiff was introduced to an organization called, A&A Global Resources Inc., (hereinafter "AAGR") which purport to help people solve their financial problems including foreclosures.

12. That after plaintiff was introduced to AAGR, the organization started a discussion on how they would help plaintiff ensure that he did not loose his house and equity and took \$299.99 each from plaintiff and his wife as membership fees.

13. That during the discussion, AAGR representatives told plaintiff that he has to transfer the subject property to them in order to avoid loosing the property to foreclosure. That plaintiff at that point said he would rather transfer the property to his daughter who has good credit. That AAGR representative then said they are mortgage

brokers and would obtain mortgage for plaintiff's daughter to purchase the property.

14. That because plaintiff knew very little about real estate he believed AAGR's representations and relied on them.

15. That subsequently, AAGR representatives provided mortgage application forms for plaintiff's daughter, which was promptly filled and returned to them with payment for appraisal. That AAGR agents then promised they will process the application speedily and would get back to plaintiff.

16. That the understanding was clear at this point that AAGR was representing plaintiff's interest only to the extent of helping his daughter to obtain mortgage to facilitate the purchase, and that plaintiff was not looking for another purchaser.

17. A&A Global Resources' agents subsequently became evasive and started avoiding plaintiff's calls to determine the closing date. Plaintiff would later find out that this was part of a larger fraudulent scheme. That plaintiff then became worried because the foreclosure sale date for the subject property was fast approaching and he wanted to know whether he should seek mortgage for his daughter elsewhere.

18. That about this time, sometime in May, plaintiff was called by an agent of AAGR, Ann Alvarez and told that closing has been scheduled at 1 Cross Island Plaza, Rosedale NY, for 8 pm. on May 29, 2002. That plaintiff naturally and justly assumed that his daughter would be the buyer.

19. That plaintiff was shocked, and felt violated when on the morning of May 29, 2002, the day scheduled for closing, and less than twenty four hours before the foreclosure sale, Alvarez of AAGR called him and told him they could not get mortgage for his daughter and that he must transfer the property to AAGR. That plaintiff

protested, and the agent told him not to worry but to just come to the closing as scheduled.

20. That at about 7.30 pm. on or about May 29, 2002, when plaintiff and his wife got to the closing, Alvarez had them sit in the waiting room and told them that the foreclosure sale would take place in 24 hours and plaintiff must transfer the property to them or else he would lose his house and equity.

21. That when plaintiff challenged them as to reason why he was not informed of their inability of securing mortgage for his daughter on time when he could have obtained mortgage elsewhere for his daughter, Alvarez told him that she understands if he does not trust them but that he has no choice now but to transfer the property to them to avoid losing the house and his equity.

22. That Alvarez then assured them that a lease agreement with an option to buy in one year will be given to him, and that this should assure him that he will get his property back.

23. That the agents then took plaintiff's identity card and left the plaintiff and his wife by themselves for a long time to join about three other people in a room, and then brought back the identity card and some documents for plaintiff to sign at about 10 pm.

24. That although it was late and plaintiff was tired, he attempted to read the documents before he signed but was told by Alvarez who kept insisting it was too late to just sign.

25. That FFFC f/n/o First Franklin Financial Group (hereinafter "FFFC"), the bank that originated the loan that formed the basis for the mortgage and its agents were complicit in the fraud. That FFFC and its agents were grossly negligent in their

involvement in the transaction and as a result facilitated the fraudulent transfer of subject property.

26. That FFFC and its agents disbursed \$59,000.00 from proceed of the fraudulent sale to AAGR even though AAGR was not a party to the transaction. That FFFC and its agents cut out a check for attorney's fee for one Wally Duval, Esq. who was purported to have represented plaintiff, even though plaintiff had never met this attorney nor did he meet or encounter him or her at the purported closing.

27. That as a result of FFFC's collusion with AAGR the subject property was fraudulently transferred to Odra Arango, and was fraudulently encumbered with two mortgages totaling \$245,000.00, one of which was assigned to National City Home Loan Services, Inc.

28. That AAGR representatives were aware that plaintiff would not have signed any paper for them but for their extortion coupled with their putting him under duress by leaving him no other choice.

29. That after plaintiff finished signing the documents he was given what was purported to be a lease agreement with an option to buy, and was told to mail a monthly payment of \$1885.00 to 70 Sunrise Highway, 6th Floor, Valley Stream NY.

AS AND FOR A FIRST CAUSE OF ACTION FOR FRAUD

30. Plaintiff repeats and realleges paragraphs 1 through 29 as if fully set forth at length herein.

31. That all the representations made to plaintiff by AAGR representatives were lies with which they intended to deceive him into believing they were trying to help him while they schemed to fraudulently take his property.

32. That Effingham actually relied on the representation and was as a result fraudulently dispossessed of the subject property consequently causing him serious damage. That but for the gross negligence and complicity of FFFC and its agents in the fraudulent scheme the fraud would not have been successful.

33. That Effingham and his wife never met or knew Odra Arango, and became aware of Odra Arango only sometime in September 2002 when mail bearing the name started arriving at his home. That Effingham never intended, nor agreed to sell his property to AAGR, Odra Arango or anyone but his daughter. The plaintiff and his wife never received any money from the purported sale.

AS AND FOR THE SECOND CAUSE OF ACTION FOR UNDUE INFLUENCE IN
THE TRANSFER OF A REAL PROPERTY

34. Plaintiff repeats and realleges paragraphs 1 through 33 as if fully set forth at length herein.

35. That AAGR, the agent of Odra Arango abused the fiduciary duty it owed plaintiff, and confidential relationship they had, by unduly influencing and forcing him to transfer his property against his will.

36. That Odra Orango and AAGR has unjustly enriched themselves at the expense of plaintiff as a result of their fraudulent scheme.

37. That by virtue of the foregoing, Effingham respectfully request judgment voiding the May 29, 2002 fraudulent transfer of subject property to Odra Arango, and holding the subject property in constructive trust for the benefit of the plaintiff, Effingham James.

AS AND FOR A THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

38. Plaintiff repeats and realleges paragraphs 1 through 37 as if fully set forth at

length herein.

39. That all efforts to have the property transferred back to plaintiff pursuant to the lease agreement with option to buy has been met with deceit and fraudulent machinations by AAGR representatives to ensure plaintiff keeps paying the monthly rent of \$1885.00 in further perpetuation of fraud.

40. That AAGR and its agents has since become elusive, and all efforts to locate AAGR, its affiliates and representatives has been futile.

41. That plaintiff has consistently been paying the rent in addition to making all necessary and required improvements on the subject property with the consent of AAGR. That after been advised, plaintiff has stopped sending payments to AAGR since December 2003.

42. That AAGR and Odra Arango's action constitutes a breach of the lease agreement with option to purchase land, and consequently cannot be adequately remedied under the law. That AAGR bound itself, and its principal, Odra Arango by manifesting intent to convey subject property, and by signing the lease agreement with option to purchase dated May 29, 2002.

43. That Effingham reasonably relied on the fact that defendant would exercise good faith in performing, and has as a result been seriously harmed by AAGR and Odra Arangos' failure to perform.

WHEREFORE, plaintiff, Effingham James respectfully demand judgment against Odra Arango, Alfred Mills, Ann Alvarez, A&A Global Resources Inc, and FFFC f/n/o/ First Franklin Financial Corp., for fraud inducement, fraud-in-factum and for undue influence in the transfer of the subject property, and pursuant to R.P.A.P.L. Article

15 declaring void the purported transfer of the subject property from Effingham James to Odra Arango, quieting title to the subject property in Effingham James, and barring Odra Arango and everyone claiming under him or her from all claims to the subject property, granting title in Effingham James as the sole beneficiary of a constructive trust in the subject property, and in the event that part, or all of the request above can not be granted, granting Effingham James specific performance pursuant to the lease agreement with option to purchase.

Pursuant to R.P.A.P.L. § 1503 defendant, Effingham James also demand judgment against FFFC, its affiliates and assignees declaring void the two mortgage agreements executed on May 29, 2002 securing the fraudulent notes in the subject property, and holding the subject property free and clear of the notes, bonds, and mortgages, judgment against FFFC, AAGR, Ann Alvarez and Alfred Mills for \$130,000.00 as damages, and any amount the Court shall deem reasonable for punitive damages.

Additionally, defendant, Effingham James respectfully request judgment against Odra Arango, his or her agents, and A&A Global Resources Inc., its affiliates for \$30,000.00 for repairs and improvement expended on subject property, plus any other and further relief as the Court seem just and proper.

Dated: April 26, 2004



ALABA RUFAL, ESQ.
Attorney for Plaintiff(s)
42 Albany Avenue
Brooklyn, NY 11213
(718) 756-4333

VERIFICATION

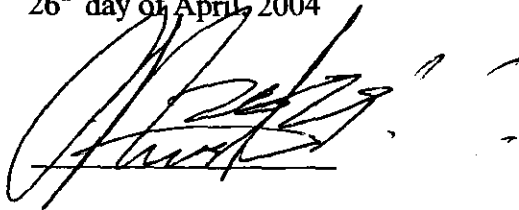
EFFINGHAM JAMES, being duly sworn states as follows:

1. I am the Plaintiff in the matter at hand and as a result I am conversant with the fact of this case.
2. I have read the foregoing Complaints and know the contents thereof that the same is true to the best of my knowledge and recollection, except as to matters stated upon information and belief, and as to those matters, I believe them to be true.

Dated: Brooklyn, New York
April 23, 2004


EFFINGHAM JAMES

Sworn to before me this
26th day of April, 2004



ALABA A. RUFAI
NOTARY PUBLIC, STATE OF N.Y.
#01RU6077864
QUALIFIED IN KINGS COUNTY
COMM. EXPIRES AUG. 5, 2006

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

EFFINGHAM JAMES,

Plaintiff,

-against-

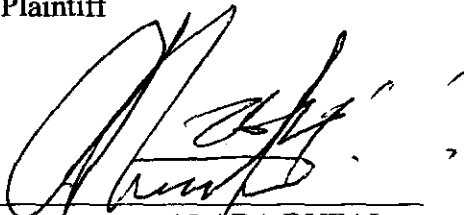
Odra N. Arango, FFFC f/n/n/ First Franklin Financial
Group, A&A Global Resources Inc. aka A&A Global
Resources LTD., Ann Alvarez and Alfred Mills
Defendant

SUMMONS AND VERIFIED COMPLAINT

ALABA RUFAL, ESQ.
42 Albany Avenue
Brooklyn, NY 11213
(718) 756-4333

Attorney for Plaintiff

Dated: April 26, 2004


ALABA RUFAL