

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
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In re:
SAFE TRUST FINANCIAL, INC.
Debtor in Possession.

CHAPTER 11
CASE NO.: 11-13252-JKO

CREDITOR'S, US DEBT MASTERS, LLC, OBJECTION TO DEBTOR'S MOTION TO AUTHORIZE CONTINUED PAYMENT TO RELATED ENTITY, VITAL SOFTWARE CORP., AND MOTION TO ASSUME LEASE WITH VITAL SOFTWARE CORP. [DE 44]

Creditor's, US DEBT MASTERS, LLC ("Creditor"), by and through undersigned counsel, file their Objection to Debtor's Motion to Authorize Continued Payment to Related Entity, Vital Software Corp., and Motion to Assume Lease with Vital Software Corp. [DE 42] (the "Lease Motion") and as grounds therefor state:

FACTUAL BACKGROUND AND REQUEST FOR RELIEF

1. On March 31, 2011, Debtor filed the Lease Motion.
2. The Lease Motion seeks this Court's authorization for Debtor to assume a sub-lease between the Debtor and Vital Software Corporation, Inc. ("Vital"), an entity owned and controlled, in part, by Debtor's principal. The Lease Motion further requests authorization for Debtor to make payments of \$8,000 per month as provided for in the sub-lease.
3. As discussed in greater detail in Creditors, US Debt Masters, LLC and Safeguard Financial, LLC's Joint Motion for Appointment of a Chapter 11 Trustee and Incorporated Memorandum of Law, filed herewith, there are significant questions related to the propriety of the transactions which Debtor has engaged in with insiders, including the sub-lease which is the subject of the Lease Motion.

4. First and foremost, the sub-lease is overtly suspect based upon the fact that it was executed only **four (4) days** prior to the Petition Date, by Efrain Garcia as both the President of the Debtor as well as the President of Vital. Second, testimony was elicited at the 341 Creditors Meeting that Debtor, along with two related debtors (one of which is also owned by Mr. Garcia) are all leasing the same premises under separate sub-leases, and that the combined rent being paid exceeds the master lease being paid by Vital by \$6,000.00 per month. These facts raise questions as to whether the rent being paid is above the market value and whether the execution of the sub-lease was an arms-length transaction. It appears as though Debtor is effectively seeking this Court's approval to allow an affiliate to profit at the expense of the estate.

5. As such, Creditors vehemently object to the payment of any monies to or the assumption of any agreements with any individuals or entities related to Debtor, including Vital and the sub-lease, until this Court rules on the pending motion seeking the appointment of a Chapter 11 Trustee.

WHEREFORE, Creditors, US DEBT MASTERS, LLC and CONSOLIDATED FINANCIAL FREEDOM, LLC respectfully requests that this Court enter an Order denying the Lease Motion, and granting such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via CM/ECF on April 18, 2011, upon all parties on the Court's electronic filing list.

CERTIFICATE OF ADMISSION

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualification to practice in this court set forth in Local Rule 20090-1(A).

Dated: April 18, 2011.

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