

The Florida Bar
Inquiry/Complaint Form

PART ONE (See Page 1, PART ONE - Complainant Information.):

Your Name: EDWARD CHERY
Organization: _____
Address: 902 CLINT MOORE RD #128
City, State, Zip Code: BOCA RATON FL 33487
Telephone: 954-304-0603
E-mail: EdChery@gmail.com
ACAP Reference No.: _____

Have you ever filed a complaint against a member of The Florida Bar: Yes No

If yes, how many complaints have you filed? 2

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

PART TWO (See Page 1, PART TWO - Attorney Information.):

Attorney's Name: PETER J. Snyder
Address: 2234 N. Federal Highway #490
City, State, Zip Code: Boca Raton FL 33431
Telephone: 561-367-1581

PART THREE (See Page 1, PART THREE - Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheets as necessary)

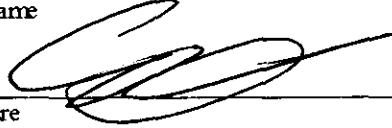
(Note that this field maxes out at 1800 characters - attach additional sheets as necessary)

SEE ATTACHED

PART FOUR (See Page 1, PART FOUR – Witnesses.): The witnesses in support of my allegations are: [see attached sheet].

PART FIVE (See Page 1, PART FIVE – Signature.): Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

EDWARD CLEARY
Print Name


Signature

11/22/2013
Date

From Article at GetOutOfDebt.org

Part Three: Fact Allegations

November 22, 2013

Beginning in as early as August 2011, I an attorney Peter J. Snyder entered into a business relationship wherein Peter J. Snyder, myself and Paul Gellenbeck discussed the pro-active filing of lawsuits against banks in order to cancel or otherwise annul a recorded mortgage based upon the fact that F.S. 701.02 prohibits the enforcement of a mortgage unless the assignment of mortgage was duly recorded.

Attorney Snyder indicated that such a claim was a viable cause of action and that the statute was clear on its face and no case law existed to the contrary. In response, Attorney Snyder instructed that a title search should be performed and based upon the search; an opinion letter should be drafted. Attorney Snyder indicated that the only issue was separation of title from the parties to the mortgage.

In response, we researched the Florida Land Trust Act that appeared to be the resolution. Under this Act, legal and equitable title is vested in the Trustee, and not the beneficiaries or the mortgagee. Attorney Snyder said that if I could find another attorney to file the underlying action, Attorney Snyder would represent the client in the event that a foreclosure occurred.

During the period of time 2011 until August, 2012, members of the public were contacted by lawyer referral services and informed that Final Judgments had been obtained quieting title to realty and otherwise cancelling the mortgage. On September 25, 2012, The Attorney General Filed an action against myself and others that relied upon Attorney Snyder's legal advice alleging that the legal theory as presented was unfair and deceptive.

Attorney Snyder agreed to represent me under the following terms:

1. Attorney Snyder would be able to solicit each and every quiet title client in order to represent them for a fee for \$400 - \$500 per month keeping the entire legal fees; and
2. I would pay the overhead of Attorney Snyder's law firm to include rent, telephone, internet and a paralegal Nicole Pacheco, a co-defendant in the action above.

I agreed and Attorney Snyder began soliciting quiet title clients and setting them up on a monthly recurring legal fee of \$400 - \$500 per month with monthly deposits now as much as \$30,000.

I also agreed to pay Attorney Snyder's overhead in an amount equal to \$4000 per month.

On November 4, 2013, Attorney Snyder moved out of the office that I was covering the overhead and started his own law firm with Attorney Michael Liss, using the monies from the quiet title cases to fund his move.

After moving out, Attorney Snyder demanded the I pay him \$2500 every two weeks (an amount that Attorney Michael Liss was receiving) in consideration of him representing a co-defendant that no longer had an attorney representing him.

I declined. In response, Attorney Snyder sent me an email demanding that I execute a retainer agreement for the Attorney General Action (because none was executed given the business transaction he entered into with me). The retainer require that I pay him \$250 per hour and made no reference to the business transaction previously entered into.

I declined and thought it irreprehensible that since I was not paying his overhead at his new law offices that he would change the deal. I also indicated that two years ago, we entered into a written retainer agreement for another matter wherein he agreed to an hourly rate of \$189.00 per month.

In response, he now demanded \$5000 up front and \$30,000 per month. I told him I would meet to discuss, but I thought that he was taking advantage of a business relationship and that at the end of the day, "Advice of Counsel" was never raised as an affirmative defense in the Attorney General Lawsuit.

It became obvious why he never raised the Affirmative Defense of advice of counsel, because he was the attorney that provided me and Paul Gellenbeck legal advice.

I believe that Attorney Snyder has taken advantage of a business relationship with me and has provided inadequate counsel because he is the attorney that advised me and other co-defendants that F.S. 701.02 was a viable means of cancelling or otherwise annulling a recorded mortgage.

On November 22, 2013 Attorney Snyder filed a motion to withdraw and set for hearing Monday, December 2, 2013 on UMC.

I believe that he should not be allowed to withdraw.

Part Four: Witnesses

Paul Gellenbeck, Nicole Pacheco, Lawrence Diodato, Martin Werner, John Webberly, Howard Feinmel, and Steve Lankau are all witnesses.

Part Five: Signature

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

Edward Cherry

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line at the bottom, positioned above the date.

November 22, 2013

From Article at GetOutOfDebt.org