

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

ITRIA VENTURES LLC, a  
Delaware limited liability company,

Plaintiff,

v.

CASE NO. 18-2648 CA 22

CORPORATE DEBT ADVISORS, LLC, a  
Florida limited liability company f/k/a  
SHARPE PROCESSING & CONSULTING LLC,  
TONY SHEA, MICHELE SHARPE and TODD MOORE,

Defendants.

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**AMENDED COMPLAINT**

Plaintiff, ITRIA VENTURES LLC, a Delaware limited liability company, sues  
Defendants, CORPORATE DEBT ADVISORS, LLC, a Florida limited liability company f/k/a  
SHARPE PROCESSING & CONSULTING LLC, TONY SHEA, individually, MICHELE  
SHARPE, individually, and TODD MOORE, individually, and alleges:

**JURISDICTION, PARTIES, AND VENUE**

1. This is a civil action in which the amount in controversy exceeds \$15,000.00, and  
for injunctive relief.

2. Plaintiff, ITRIA VENTURES, LLC (“Itria”) is a Delaware limited liability  
company with its principal place of business in the State of New York.

3. Defendant, CORPORATE DEBT ADVISORS, LLC f/k/a SHARPE  
PROCESSING & CONSULTING LLC (“CDA”) is a Florida limited liability company with its  
principal place of business in Palm Beach County, Florida.

4. Defendant, TONY SHEA (“Shea”), is a principal and owner of CDA, and upon information and belief is a resident of Palm Beach County, Florida and is otherwise *sui juris*.

5. Defendant, MICHELE SHARPE (“Sharpe”), is a principal and owner of CDA, and upon information and belief is a resident of Palm Beach County, Florida and is otherwise *sui juris*.

6. Defendant, TODD MOORE (“Moore”), is an employee and agent of CDA, who upon information and belief is a resident of Palm Beach County, Florida and is otherwise *sui juris*.

7. This Court has jurisdiction over the subject matter of this action pursuant to Fla. Stat. §26.012. Additionally, jurisdiction is proper in this Court in that the damages sought herein exceed \$15,000.00.

8. Venue is appropriate in Miami-Dade County, Florida pursuant to Fla. Stat. §47.011, as the cause of action against the above Defendants accrued in Miami-Dade County, Florida, which is the location and principal place of business of Itria’s merchant/customer<sup>1</sup> that Defendants tortuously interfered.

### **GENERAL ALLEGATIONS**

#### **I. Itria’s Business**

9. Itria is in the business of purchasing accounts receivable from merchants. Itria enters into future receivables sales agreements (“Contract”) with merchants whereby Itria purchases the right to a percentage of the merchant’s future receivables in exchange for up-front infusion of capital to the merchant.

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<sup>1</sup> Itria has not identified the specific customer/merchant account at issue in this litigation for confidentiality purposes. The name of the merchant will be produced in discovery, subject to a confidentiality order. Additionally, Itria believes that the Defendants herein have contacted additional customers/merchants of Itria in the same illicit fashion as is set forth in this Complaint.

10. The Contract at issue in this case involved such an initial capital infusion from Itria to the merchant. In exchange, the merchant sold Itria the right to a percentage of its daily receivables, to be collected until Itria received the specified sum set forth in the Contract.

11. Under the Contract, Itria possessed the exclusive right to automatically debit the payments due to Itria from the merchant's bank accounts. The amount debited is an agreed upon approximation of the expected amount of receipts from the merchant's accounts receivable payable to Itria. Itria remains at risk of non-performance by the merchant under the Contract if the merchant's receivables are lower than expected, or none at all.

12. It is common in the industry that merchants seek to renew existing or enter into new merchant cash advance agreements with those merchant cash advance providers they have done business with in the past. Such renewals and the making of new agreements with existing merchant customers is an important source of revenue for Itria and a vital aspect of its continued business success.

## **II. CDA's Involvement with Merchant Cash Advance Industry**

13. CDA holds itself out as a company that "offer[s] the best strategies possible to get fast, confidential business debt relief."

14. According to the CDA website, its "experienced management team" has "over 20 years [*sic*] of debt relief experience managing over \$1.5 Billion it total debt."

15. CDA acquires potential customers in part by improper direct solicitation, including the merchant of Itria that is the direct subject of this case.

16. CDA's two principals, Shea and Sharpe, are listed managers of CDA, and upon information and belief, directed CDA's agent, Todd Moore, to contact Itria's customer and subsequently advise Itria's customer to default in its obligation to Itria, hide bank accounts to avoid

any collection activity from Itria, and contact CDA's "law firm" for further instruction on how to defraud Itria.

17. Upon information and belief, this is not an isolated incident and CDA, through Shea and Sharpe, have contacted other Itria merchants with similar instructions on violating their agreements with Itria and defrauding Itria.

### **III. Defendants' Interference with Itria's Business Relationship**

18. As part of its regular business practice, Defendants identify merchants under contract with merchant cash advance providers, including Itria.

19. Todd Moore, CDA's agent, at the direction of CDA ownership, Shea and Sharpe, contacted Itria's customer located in Miami-Dade County, Florida via email on January 18, 2018 and advised the following:

"Mr. *[name omitted for privacy]*,

"Hope this email finds you well! You most likely are not aware, but Itria Ventures filed their COJ against *[merchant name omitted for privacy]* for defaulting in the amount of \$213,520 yesterday Jan 17th."

"WARNING: If you have a national bank like Chase or Wells Fargo that has branches in New York, they are in the process of freezing your business bank account, you need to move to a local bank ASAP! They are also going to freeze your credit card processor if you have one, and you need to get a new processor immediately as well. You need to take all of your monies out of that national bank via a cashier's check, put a stop payment on all ach's coming out of that account, then close the account. You need to open up a local business bank account that doesn't have branches in the Northeast US. Anything at your current bank, if it is a national bank, it's at risk, including personal accounts, and other businesses in your name. A local business bank account here in FL will render their COJ judgments unusable until they domesticate here in FL. The law firm will work to prevent that from happening." (original in red font).

"If you have a merchant processing account, you need to get a new one. Your current one is compromised, and they can freeze your batched monies in there as well. We refer all of our clients to C&H Merchant Processing an INC. Magazine 500 company. Let me know if you would like me to have them call you, they can

have you set up inside of two business days, no contracts, no equipment fees, no termination fees, etc.

The attorney's that represent our clients take the position that these loans violate the usury laws, and are defensible. Here is an article that explains our attorneys perspective.

<http://www.lexology.com/library/detail.aspx?g=24634458-4197-4689-bece-8e683d69041>

We use a two pronged approach in restructuring your debts. The law firm that represents our clients is the Ticktin Law Group [www.legalbrains.com](http://www.legalbrains.com). See this article: <http://www.cbsnews.com/news/lawyer-robo-signers-rushed-foreclosures/>

We give these creditors the option of fighting with the Ticktin Law Group, or settling your debts out with Corporate Debt Advisors, as we'd have power of attorney to negotiate on your behalf.

We work in conjunction with the law firm. Once the law firm ties up the funders on legal front, we work to settle your debts for pennies on the dollar, which in turn will immediately free up ~80% of your cash flow.

Give me a call so we can explain the program and set you up with a no obligation consultation with the law firm. We need to get the attorneys in court now to prevent these funders from domestication their COJ's in FL, and stifle the asset recovery process!

Hope to speak with you soon!

Sincerely,

Todd**Error! Filename not specified.**

Office: [561.342.8825](tel:561.342.8825)

eFax: [888.535.9446](tel:888.535.9446)

[todd@CorporateDebtAdvisors.Com](mailto:todd@CorporateDebtAdvisors.Com)

[www.CorporateDebtAdvisors.Com](http://www.CorporateDebtAdvisors.Com)

This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. **Corporate Debt Advisors is NOT a Law Firm and does NOT provide legal advice. If you require legal advice please contact an attorney.** If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you receive this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or re-disclose such information for any purpose other than to provide the services for which were intended."

20. As is evident from the above email, CDA is: (a) directly soliciting Itria's merchant; (b) advising the merchant to hinder, delay and defraud Itria by closing down all of merchant's bank accounts in the State of New York and moving them to Florida; and (c) advising Itria's merchant to switch to a new merchant payment processor to circumvent its contractual relationship with Itria under the FRSA. Upon information and belief, CDA and its representatives have contacted other customers of Itria and advised them to undertake similar strategies towards defrauding Itria.

21. Incredibly, CDA's email makes clear that all of the above fraud will be committed in conjunction with the assistance of a law firm, Ticktin Law Group.<sup>2</sup>

22. In addition to the tortious interference by CDA, the above email makes clear that CDA is giving legal advice to Itria's customer, which raises questions of potential criminal conduct by CDA. CDA's boilerplate legal disclaimer at the bottom of Moore's email does not absolve it of the illegality of providing legal advice without a law license. Additionally, even if CDA was a law firm, the above email would constitute an ethically impermissible solicitation of a potential client and be a violation of the Florida Rules of Professional Conduct.

23. Itria has fulfilled its obligations pursuant to the Contract at issue herein and is entitled to be paid under said Contract, as well as other contractual agreements with Itria merchants that have been interfered with by Defendants.

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<sup>2</sup> Ticktin Law Group is not a named defendant in this action at this time, as it is unclear whether CDA possessed Ticktin Law Group's permission to utilize its name in this email and to what extent Ticktin Law Group participates with CDA's solicitation of merchants such as this. However, Itria will amend its complaint to add Ticktin Law Group or any additional defendants who are working in conjunction with CDA to tortuously interfere with Itria's business relationships, should the need arise. This amendment would include C&H Merchant Processing, or any other parties directly profiting from CDA's tortious behavior towards Itria.

**COUNT I**  
**TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

24. Itria re-alleges the allegations in ¶¶1 – 23 *supra*.

25. Itria had a valid and enforceable contract with one or more of its merchants, under which Itria performed in full and was to be paid.

26. Defendants had knowledge of Itria's contract with the merchants.

27. Defendants intentionally and unjustifiably induced the merchants to breach their agreements with Itria by offering them financial incentives to abandon their agreements with Itria in favor of making payments to CDA instead.

28. The merchants did in fact breach their agreements with Itria.

29. As a direct and proximate cause of Defendants' actions, Itria has been damaged.

**WHEREFORE**, Itria Ventures LLC requests this Court enter a judgment against Defendants, Corporate Debt Advisors, LLC f/k/a Sharpe Processing & Consulting LLC, Tony Shea, Michele Sharpe, and Todd Moore, for compensatory damages and such other relief as this Court deems just and proper.

**COUNT II**  
**TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP**

30. Itria re-alleges the allegations in ¶¶1 – 23 *supra*.

31. Itria had a business relationship with one or more of its merchants, of whom Defendants improperly and illegally solicited and instructed to defraud Itria.

32. Defendants had knowledge of Itria's relationship with these merchants.

33. Defendants intentionally and unjustifiably interfered with these relationships by, *inter alia*, advising the merchants to hinder, delay and defraud Itria by closing down all of their

bank accounts in the State of New York and moving them to Florida, thus removing Itria's ability to exercise its legal rights to collect said funds.

34. As a direct and proximate cause of Defendants' actions, Itria has been damaged.

**WHEREFORE**, Itria Ventures LLC requests this Court enter a judgment against Defendants, Corporate Debt Advisors, LLC f/k/a Sharpe Processing & Consulting LLC, Tony Shea, Michele Sharpe, and Todd Moore, for compensatory damages and such other relief as this Court deems just and proper.

### **COUNT III – INJUNCTIVE RELIEF**

35. Itria re-alleges the allegations in ¶¶1 – 23 *supra*.

36. *Irreparable Harm*. Itria will suffer irreparable harm if injunctive relief is not granted. The Defendants' actions are causing immediate harm to the goodwill and business reputation of Itria with its customers by improperly advising them to remove assets from the jurisdiction in order avoid enforcement of Itria's contractual rights. Defendants are encouraging illicit behavior that is undoubtedly harming Itria.

37. *No Adequate Remedy*. Itria does not have adequate remedy at law. While Itria has alleged independent claims for tortious interference with a contractual relationship and tortious interference with a business relationship, the immediate harm to Itria's goodwill and business reputation leaves it without an adequate remedy at law. The damage done by virtue of the Defendants' impermissible and overtly tortious communications to Itria's customers is potentially incalculable, further leaving Itria with no adequate remedy at law.

38. *Clear Legal Right to Relief Requested/Likelihood of Success on the Merits*. Itria has standing and the clear legal right to the relief requested. Moreover, Itria has a substantial likelihood of success on the merits. The email from Defendants to Itria's customer set forth in paragraph 19

above demonstrates impermissible and possibly illegal solicitation of Itria's customer. Defendants' email to Itria's customer demonstrates unequivocally that Itria was the direct target of Defendants' attack, with the goal of providing impermissible and damaging legal advice to Itria's customer.

39. *Considerations of Public Interest.* The public interest is served by having Defendants cease soliciting Itria's customers. Defendants are engaged in the unauthorized practice of law, and their ignorance and disrespect for the law is evident in their email to Itria's customer. Defendants' email blatantly encourages Itria's customer to engage in fraudulent transfers to Itria's detriment. The public is well served by curbing these rogue Defendants' quest to "play lawyer."

**WHEREFORE**, Plaintiff, Itria Ventures LLC requests this Court enter a temporary and permanent injunction restraining Defendants, Corporate Debt Advisors, LLC f/k/a Sharpe Processing & Consulting LLC, Tony Shea, Michele Sharpe, and Todd Moore, from impermissibly soliciting Itria's customers and advising them to hinder, delay and defraud Itria, and such other relief as this Court deems just and proper.

**LAW OFFICES OF PAUL A. HUMBERT, P.L.**  
Counsel for Plaintiff, Itria Ventures LLC  
199 E. Flagler Street, #1010  
Miami, Florida 33131  
Tel: (305) 914-7862  
Fax: (305) 513-5153  
Email: pa@pahumbertlaw.com

By: /s/ Paul A. Humbert  
Paul A. Humbert, Esq.  
Fla. Bar No. 0091166