

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

**OFFICE OF THE ATTORNEY GENERAL,  
DEPARTMENT OF LEGAL AFFAIRS,  
STATE OF FLORIDA,**

Plaintiff,

Case No. 09047732/04  
Judge Robert B. Carney

v.

**ROBERT M. FLETCHER**, an individual,  
a/k/a ROBERT WEST a/k/a ROBERT WILLIAMS,  
a/k/a BILL WILLIAMS a/k/a BETH STORMES,  
a/k/a GEORGINA ORR, a/k/a MARY BLUESTONE  
a/k/a HIL MALLORY, d/b/a AGENCY STRATEGIC  
BOOK PUBLISHING, STYLUS LITERARY AGENCY,  
STRATEGIC PUBLISHING GROUP,  
AGENCY STRATEGIC BOOK PUBLISHING,  
**LESLIE MROZ WILLIAMS**,  
an individual a/k/a LESLIE W. MROZ, **MARK  
BRETT**, an individual, **LYNN EDDY**,  
an individual, **THE LITERARY AGENCY GROUP,  
INC.**, a dissolved Wyoming corporation,  
d/b/a WRITER'S LITERARY & PUBLISHING  
SERVICES, THE NEW YORK LITERARY  
AGENCY, THE CHILDREN'S LITERARY  
AGENCY, POETS LITERARY AGENCY, THE  
CHRISTIAN LITERARY AGENCY, WRITER'S  
LITERARY SCREENPLAY AGENCY, **RAPID  
PUBLISHING-SCREENWRITER911, INC.**, a  
dissolved Florida corporation, d/b/a  
RAPID PUBLISHING, INC. and  
THE GLOBAL BOOK AGENCY,  
**AMERICAN ENTERPRISES GROUP, LLC**,  
a revoked Nevada Limited Liability  
corporation d/b/a The Writer's Literary  
& Publishing Company,  
**AMERICAN ENTERPRISES GROUP, INC.**,  
a Florida corporation, d/b/a AEG PUBLISHING  
GROUP, d/b/a ELOQUENT BOOKS, STRATEGIC  
BOOK PUBLISHING, STRATEGIC BOOK  
MARKETING and THE GLOBAL BOOK

AGENCY, **GROUP AEG, LLC**,  
a Florida Limited Liability Corporation,  
**S T LITERARY AGENCY, INC.**,  
a dissolved Florida corporation,

Defendants.

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**COMPLAINT FOR INJUNCTIVE RELIEF, RESTITUTION,  
CIVIL PENALTIES, AND OTHER EQUITABLE RELIEF**

Plaintiff **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF  
LEGAL AFFAIRS, STATE OF FLORIDA**, (hereinafter referred to as the  
"Attorney General") sues Defendants, **ROBERT M. FLETCHER**, an  
individual, a/k/a **ROBERT WEST** a/k/a **ROBERT WILLIAMS** a/k/a **BILL  
WILLIAMS** a/k/a **BETH STORMES** a/k/a **GEORGINA ORR** a/k/a **MARY  
BLUESTONE** a/k/a **HIL MALLORY** d/b/a **AGENCY STRATEGIC  
BOOK PUBLISHING, STYLUS LITERARY AGENCY, STRATEGIC PUBLISHING  
GROUP** and **AGENCY STRATEGIC BOOK PUBLISHING, LESLIE MROZ  
WILLIAMS**, an individual a/k/a **LESLIE W. MROZ**, **MARK BREDT**, an  
individual, **LYNN EDDY**, an individual, **THE LITERARY AGENCY GROUP,  
INC.**, a dissolved Wyoming corporation, d/b/a **WRITER'S LITERARY &  
PUBLISHING SERVICES, THE NEW YORK LITERARY AGENCY, THE  
CHILDREN'S LITERARY AGENCY, POETS LITERARY AGENCY, THE CHRISTIAN  
LITERARY AGENCY, WRITER'S LITERARY SCREENPLAY AGENCY, RAPID  
PUBLISHING-SCREENWRITER911, INC.**, a dissolved Florida  
corporation d/b/a **RAPID PUBLISHING, INC.** and **THE GLOBAL BOOK  
AGENCY, AMERICAN ENTERPRISES GROUP, LLC**, a revoked Nevada

Limited Liability corporation d/b/a The Writer's Literary & Publishing Company, **AMERICAN ENTERPRISES GROUP, INC.**, a Florida corporation, d/b/a AEG PUBLISHING GROUP, d/b/a ELOQUENT BOOKS, STRATEGIC BOOK PUBLISHING, STRATEGIC BOOK MARKETING and THE GLOBAL BOOK AGENCY, **GROUP AEG, LLC**, a Florida Limited Liability Corporation, **S T LITERARY AGENCY, INC.**, a dissolved Florida corporation, and states as follows:

**JURISDICTION AND VENUE**

1. This is an action for Injunctive Relief, Restitution, Civil Penalties and Other Relief against Defendants, **ROBERT M. FLETCHER**, an individual, **LESLIE MROZ WILLIAMS**, an individual, **MARK BREDT**, an individual, **LYNN EDDY**, an individual, **THE LITERARY AGENCY GROUP, INC.**, a dissolved Wyoming corporation, **RAPID PUBLISHING-SCREENWRITER911, INC.**, a dissolved Florida corporation, **AMERICAN ENTERPRISES GROUP, LLC**, a revoked Nevada Limited Liability corporation, **AMERICAN ENTERPRISES GROUP, INC.**, a Florida corporation, **GROUP AEG, LLC**, a Florida Limited Liability Corporation, **S T LITERARY AGENCY, INC.**, a dissolved Florida corporation pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Fla. Stat. (2008).

2. This Court has jurisdiction over the subject matter of

this action pursuant to the provisions of Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II(2008).

3. The award of injunctive relief and other equitable relief is within the jurisdiction of the Circuit Court and the amounts in controversy meet the jurisdictional threshold of the Circuit Court. Fla. Stat. §26.012(c) and §26.012(3)

4. **PLAINTIFF OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS** is the enforcing authority entitled to bring this action pursuant to Florida Statute §501, Part II(2008) as the violations alleged herein occurred in, or affected, more than one judicial circuit in the State of Florida.

5. Venue is proper in Broward County, Florida as the cause of action has accrued in numerous counties in Florida, including Broward County, where consumers were exposed to the unfair and deceptive trade practices by one, or more, of the Defendants, and suffered actual damages as a result of said practices. Fla. Stat. §47.011, §47.021

6. Pursuant to Section 501.207(2), Fla. Stat. (2008), the Attorney General has conducted an investigation and has determined that this enforcement action serves the public interest. A copy of that determination is attached and

incorporated herein, as Exhibit "A".

**THE PARTIES**

7. Plaintiff **The Attorney General** is the enforcing authority of FDUTPA, and is authorized to seek injunctive and other statutory and civil relief pursuant to the provisions of § 501.207 & §501.2075, Fla. Stat. (2008).

8. Defendant **ROBERT M. FLETCHER**, an individual, a/k/a ROBERT WEST a/k/a ROBERT WILLIAMS, a/k/a BILL WILLIAMS a/k/a BETH STORMES a/k/a GEORGINA ORR a/k/a MARY BLUESTONE a/k/a HIL MALLORY, (hereinafter, "**FLETCHER**") currently resides in Palm Beach County, Florida, at 699 SW 8<sup>th</sup> Terrace, Boca Raton, FL 33486, a home owned by his longtime girlfriend, DEFENDANT **LESLIE MROZ WILLIAMS** a/k/a LESLIE W. MROZ. During all dates material hereto, DEFENDANT, **FLETCHER**, has used the aliases set out above in conducting his businesses, both in communications with consumers, as well as in entering into contracts with consumers. At all pertinent dates, and currently, he has been doing business through the corporations listed as parties in this action, as well as through other unregistered businesses. At all pertinent dates, and currently, DEFENDANT **FLETCHER**, owned, managed or controlled all of the corporate Defendants, as well having complete control over the unregistered entities through

which he conducted business on a daily basis, directly participating in the unfair and deceptive practices of each of these businesses.

9. DEFENDANT **LESLIE MROZ WILLIAMS** (hereafter "**WILLIAMS**") a/k/a LESLIE W. MROZ is an individual, residing in Palm Beach County, Florida. Her current address is 699 SW 8<sup>th</sup> Terrace, Boca Raton, FL 33486, a home owned by her, where she lives with her long time boyfriend, DEFENDANT **ROBERT M. FLETCHER**. At all pertinent dates, and currently, she, has been employed doing business for DEFENDANT **ROBERT M. FLETCHER**, through the various business entities he has created to carry out his unfair and deceptive businesses claiming to be a Literary agency and Publisher (Eloquent Books and Strategic Book Publishing). She has directly participated in the deceptive acts and practices of the businesses with which she was involved and knew, or should have known, of the deceptive nature of the practices of these businesses.

10. DEFENDANT **MARK BREDT** (hereafter "**BREDT**") is a resident of Clearlake Park in Lake County, California, and at all dates material hereto, acted as an employee of DEFENDANT **FLETCHER**, acting as Manager of one, or more, of the corporate entities, or other unregistered businesses through which DEFENDANT **FLETCHER**

runs his various businesses. He has directly participated in the deceptive acts and practices of the businesses with which he was involved and knew, or should have known, of the deceptive nature of the practices of these businesses.

11. DEFENDANT **LYNN EDDY** (hereafter "**EDDY**") is a resident of the Town of Durham in Middlesex County, Connecticut. At all times material hereto, acted as an employee of DEFENDANT "**FLETCHER**", acting a manager of one or more of the corporate entities, or other unregistered businesses through which DEFENDANT FLETCHER runs his various businesses. She has directly participated in the deceptive acts and practices of the businesses with which she was involved and knew, or should have known, of the deceptive nature of the practices of these businesses.

12. DEFENDANT **THE LITERARY AGENCY GROUP, INC.** is a dissolved Wyoming corporation, d/b/a WRITER'S LITERARY and PUBLISHING SERVICES(hereinafter, "LAG ") formed in May 2006, previously headquartered in Cheyenne, WY at 627 Sterling Drive, Cheyenne, WY 82009 and 232 South Jefferson, Sheridan, WY 82801. It was administratively dissolved on March 14, 2009. At all pertinent times, the corporation was registered with the the Secretary of State of Wyoming and listed as it's principal

officer as IncSmartBiz, Inc., an active Nevada corporation, whose President is Michael LaSala, 4421 Edward Ave., Las Vegas NE 89108. It is one of the corporations through which the Defendant, **FLETCHER** conducts the businesses which are the subject of this action.

13. DEFENDANT **RAPID PUBLISHING-SCREENWRITER911, INC.** is a dissolved Florida corporation, d/b/a RAPID PUBLISHING, INC. and which was originally created June 20, 2001, listing its primary location as 699 SW 8<sup>th</sup> Terrace, Boca Raton, FL 33486 and it's registered agent, President, Secretary and Treasurer is listed as Defendant **LESLIE WILLIAMS**. From June 20, 2001 until January 9, 2004, the Registered Agent, President, Secretary and Treasurer was **ROBERT M. FLETCHER**. DEFENDANTS, **FLETCHER, WILLIAMS** and **BREDT**, conduct business through this dissolved corporate entity.

14. DEFENDANT **AMERICAN ENTERPRISES GROUP, LLC**, is a revoked Nevada Limited Liability corporation d/b/a The Writer's Literary & Publishing Company, originally created December 24, 2004. During material times hereto, DEFENDANTS, **FLETCHER, WILLIAMS** and **BREDT**, have conducted business through this revoked corporation, which lists it's business address as 237 Tramway Drive, Suite D., Box 4470, Stateline, Nevada 89449-4470. DEFENDANT **AMERICAN**



**ENTERPRISES GROUP, LLC**, lists it's manager as Universal Business Management Group, whose Executive Vice President is David Batrick.

15. **AMERICAN ENTERPRISES GROUP, INC.** is a Florida corporation, created April 20, 2006, which lists it's Vice President as DEFENDANT **ROBERT FLETCHER** and it's secretary as Michael LaSala, (President of IncSmartBiz, Inc. the principal officer of DEFENDANT **THE LITERARY AGENCY GROUP, INC.**) pursuant to a corporate resolution of September 14, 2007. **AMERICAN ENTERPRISES GROUP, INC.** lists it's principal place of business listed as 1355 West Palmetto Park Road, #257, Boca Raton, FL 33486, which is a mail drop.

16. **GROUP AEG, LLC.** is a Florida Limited Liability Corporation, created on January 23, 2009 , listing it's principal office address as 1355 W. Palmetto Park Road, #257, Boca Raton, FL 33486 and DEFENDANT **FLETCHER**, of 699 SW 8<sup>th</sup> Terrace, Boca Raton, FL as manager. This address is the same mail drop which is the business address for DEFENDANT **AMERICAN ENTERPRISES GROUP, INC.** DEFENDANT **FLETCHER**, uses this entity to conduct the businesses which are the basis for this complaint.

17. **ST LITERARY AGENCY, INC.,** is a dissolved Florida corporation which listed it's registered agent, President,

Secretary, Treasurer and Director as DEFENDANT **ROBERT FLETCHER**. Despite this corporation being dissolved since 2006, DEFENDANT **FLETCHER**, continues to operate his businesses through the name **ST LITERARY AGENCY, INC.**

#### GENERAL ALLEGATIONS

18. This case concerns allegations of unfair and deceptive trade practices by Defendants, **ROBERT M. FLETCHER, LESLIE MROZ WILLIAMS, MARK BREDT, LYNN EDDY, THE LITERARY AGENCY GROUP, INC., RAPID PUBLISHING-SCREENWRITER911, INC., AMERICAN ENTERPRISES GROUP, LLC, AMERICAN ENTERPRISES GROUP, INC., GROUP AEG, LLC and S T LITERARY AGENCY, INC.**, during the pertinent period beginning on a date unknown but at least as recently as August 20, 2005, and through the date of the filing of this complaint.

19. DEFENDANTS' business was, at all pertinent dates, the alleged representation of consumers as a literary agency assisting these aspiring authors seeking publication of manuscripts by legitimate publishing houses. Since 2008, the Defendants' business has expanded to include that of publisher.

20. DEFENDANTS, beginning on a date unknown, but at least subsequent to August 10, 2005 through the date of this complaint, routinely advertised on the Internet, through a

multitude of corporations, fictitious names and websites, seeking customers for their "representation" as legitimate literary agents, editors and publishers to assist prospective authors to obtain publication and sale of their manuscripts to the public.

21. Each of DEFENDANTS' websites advertised "NO UP FRONT FEES OR COSTS". According to the websites, aspiring authors, the prospective customers, would, at no cost, submit manuscripts for review by the representatives of the numerous business entities, all of which were created by DEFENDANT **ROBERT M. FLETCHER**.

22. The websites misled the consumer to believe he, or she, would receive a legitimate evaluation of whether the submitted manuscript was qualified for publication. Following the submission of a manuscript by a consumer to one of the corporate Defendants, or one of the other unregistered companies under which DEFENDANT **FLETCHER** conducted business, an email response was immediately sent out to the consumer by a representative of one of **FLETCHER'S** many businesses, advising the consumer (in glowing terms) that the manuscript was, indeed, appropriate for publication and (that the DEFENDANTS were thrilled) to enter into a contract with the consumer to assist

in the consumer's efforts to achieve publication of the consumer's manuscript. This proposed contract included a proposal for a critique review by a "trusted" affiliated agency for between \$50 and \$90 to assure the best reception by publishers. No disclosure was made to the consumer that the "trusted" affiliated agency was, in fact, another business owned, and run by, DEFENDANT **FLETCHER**. Once this critique was completed, the suggestion for a new author edit (to fully polish the work) soon followed for between \$99 and \$169 (which would allegedly consist of a cursory review of the first 30 pages, or 3 chapters). Again, no mention to the consumer that this edit was by another **FLETCHER** affiliate. Upon the new author edit being completed, the "Look for Now" database at another additional cost was suggested to "boost" the chances of a sale. If the manuscript was for children, an offer for illustrations by another "trusted" affiliated agency for a "reduced" price was made. Again, an undisclosed **FLETCHER** business. These added expenses were soon followed by a suggestion for website building for another \$129. Again, no mention that this "trusted" affiliate handling the website building was another **FLETCHER** connection. Finally, the advice followed that (despite the brilliant manuscript) the initial attempts to seek publication

had been unsuccessful and recommending the "aggressive agent" program for another additional payment.

Eventually, the aspiring authors would realize they had been the victims of a scam, or tire of the constant requests for more money, with no results, and either end the contract, or stop communicating with the DEFENDANTS to whom the money had been sent.

Usually each prospective author was good for about \$600.00 and DEFENDANT ROBERT **FLETCHER**, was turning over about 500 consumers every six months, or receiving approximately \$600,000 per year for no legitimate efforts to provide the consumers the help they paid for, leaving only frustration and disappointment for aspiring authors once they realized their money was paid, not to a legitimate literary agency, but a scam.

23. Consumers from numerous counties in Florida, as well as many other states and foreign countries, entered into contracts with one, or more, of the corporate defendants, in which the corporate defendants agreed to represent the aspiring authors in seeking publication of the manuscript. Contracts, as well as payment for the services to be rendered were sent by the consumers to an address either in Florida, New York, Connecticut or through Pay Pal.

24. As **FLETCHER'S** "literary agency businesses" have obtained substantial funds from prospective authors since 2005, despite the failure of the DEFENDANTS to actually have manuscripts published by a legitimate publishing house, **FLETCHER** has continued to expand the reach of these businesses, opening new corporations, using new unregistered company names, changing and adding web sites constantly to avoid the negative information published by websites set up to warn aspiring authors of **FLETCHER'S** unfair and deceptive trade practices.

25. The Defendants at no time made legitimate efforts to assist their customers in having submitted manuscripts sold or published. Despite the contracts with the consumers to do so and receipt of funds from the consumers by the respective corporations for assistance in seeking publication, the Defendants did not exert efforts to do so, either making no effort at all, or sending batches of unprofessionally written letters to commercial advance and royalty paying publishers with no expectation that the manuscripts would be given serious consideration for publication.

26. Despite the unfair and deceptive advertising on the numerous websites discussing the importance of contacts in the publication industry, including allegations of personal

relationships maintained between Defendants and representatives at commercial publishing houses, neither **FLETCHER**, nor any other of the Defendants, had, or have, a personal relationship with any employee at any commercial publishing houses.

27. Beginning in 2008, DEFENDANT **FLETCHER**, despite being aware of the investigation into his business affairs by Plaintiff, further expanded his businesses from that of "literary agency" to that of "publisher". With this new business plan, consumers who had previously had no success with being published (despite payment of fees for non-existent assistance from **FLETCHER'S** "Literary Agencies") were contacted by a "new" publishing house (either ELOQUENT BOOKS or STRATEGIC BOOKS), offering to assist them in publishing their manuscripts when there was no luck with a "traditional" publisher, despite the "best efforts" of the "literary agency". Again, no mention that **FLETCHER** ran all the businesses and that the literary agency had made no legitimate effort to have the manuscript published by a commercial publishing house. Often another of **FLETCHER'S** businesses would offer an enthusiastic referral to the consumer for this "new" publishing house. Once again, these consumers, who had already been victims of **FLETCHER**, were provided more unfair and deceptive misinformation and led to believe the soon

to be published manuscripts would be "for sale in all the major book stores" (with a picture of a "Barnes and Noble" storefront near the advertisement) and available to the public, rather than the truth that the book (at the consumer's expense) would be published in a non-professional manner, with spelling and other glaring errors, on low quality paper with low quality book covers by a "vanity" publisher who would publish on demand (following payment).

Never were the aspiring authors advised that a legitimate publisher is a commercial publishing house which offers authors both advances and royalties, that produces books intended to be offered for sale to the nationwide reading public both on the shelves in brick and mortar bookstores, as well as in online venues. They were not told that authors who sell to a legitimate publishing house pay no fees whatsoever to the publisher for the work involved in releasing their book to the public.

These aspiring authors were never told by any representative of STRATEGIC or ELOQUENT, or any other of **FLETCHER'S** many companies, that no commercial independent chain book store would display books in their stores which were published in the non professional manner done by the printer



used by **FLETCHER**. They were not told that the method of printing used by **FLETCHER**'s businesses, Print on Demand (POD), assured that no nationwide chain bookstore would place the books on their shelves due to the low quality printing, as well as usually being non-returnable, unlike books printed by legitimate publishers.

The contracts between the aspiring author and publisher (**FLETCHER'S** company) bound the author to pay the publisher (**STRATEGIC**) if less than 300 books were sold, directly contradicting the Strategic Books website, strategicbooks.com. A true and accurate copy of the Strategic Books website is attached hereto as Exhibit B. Since none of the books printed were actually advertised, other than what the author could do alone, the reality was that the whole publishing business was designed to earn money for **FLETCHER'S** businesses from the aspiring authors' payments, with little, or no money ever anticipated to be earned by the author from the publishing of the author's work.

28. This entire business plan of the literary agency and publisher has been created by DEFENDANT, **FLETCHER**. He has controlled and overseen every portion of each of these businesses, deciding when each "author" should be re-contacted

for a follow up suggestion of another expense to "improve" the chance of publication. The majority of the income of **FLETCHER'S** companies has been, and continues to be from the consumers' fees, not from royalties from the publication of manuscripts by legitimate publishing houses, or the sales of books published by the **FLETCHER'S** businesses to the public.

29. The sole focus of the **DEFENDANTS'** business efforts has been to obtain funds from inexperienced, aspiring authors, taking advantage of their intense desire to have their manuscripts accepted and published, as well as their naïve approach to the publishing world, unaware that there are NO costs, expenses, or fees, charged by legitimate literary agencies and publishers. These inexperienced consumers, along with the misleading internet advertising of no "upfront expenses", has provided **DEFENDANTS** with a substantial, and continually increasing, source of income. Once the aspiring author is "hooked" by the false assurances and encouragement of the **DEFENDANTS**, followed by constant demands of just one more expense to assure publication, these consumers have been easy targets for the **DEFENDANTS**.

30. DEFENDANT **LESLIE MROZ WILLIAMS**, has acted in concert with DEFENDANT **FLETCHER**, assisting him in the unfair and

deceptive trade practices in the businesses described herein. She has been personally involved in many of the email transactions with the consumers who submitted manuscripts to one of DEFENDANT **FLETCHER'S** businesses, using various aliases, in the "Aggressive Agent" program. She has been a paid employee of DEFENDANT **FLETCHER**, for the majority of the time his businesses have been active. To facilitate the transfer of funds from consumers to DEFENDANT **FLETCHER** and **WILLIAMS**, she has held accounts in her name for one or more of **FLETCHER'S** businesses. The majority of the business administration done by all of the businesses which are the subject of this action is done by DEFENDANT **FLETCHER** on a lap top computer he runs primarily out of the home owned by DEFENDANT **WILLIAMS**, sending upwards of 500 emails a day. **WILLIAMS** also replaced DEFENDANT **FLETCHER**, as President of DEFENDANT **RAPID PUBLISHING-SCREENWRITER911, INC.**, an inactive Florida corporation through which DEFENDANT **FLETCHER** has conducted portions of his businesses.

31. At all times material hereto, DEFENDANT **BREDT**, has assisted DEFENDANT **FLETCHER**, in a supervisory capacity, in the many businesses described in this action. He was, and is, aware of, and involved on a daily basis in, the ongoing businesses of **FLETCHER**. Although he has acted under the direction of **FLETCHER**,

he has acted in a supervisory capacity over other people working for **FLETCHER**, reported to **FLETCHER**, is paid by **FLETCHER**, and is well aware the businesses are run for the purpose of obtaining funds from prospective authors, not to legitimately assist them, but to obtain funds with no legitimate expectation that the consumers will receive the services for which they paid.

DEFENDANT **BREDT**, has participated, and assisted, in perpetrating the unfair and deceptive practices on the unwary consumers who submitted manuscripts to the various companies created by **FLETCHER**, and in which DEFENDANT **BREDT** has participated on a day-to-day basis as the manager.

32. At all times material hereto, DEFENDANT **EDDY**, has assisted DEFENDANT **FLETCHER**, in a supervisory capacity, in one, or more, of the many businesses described in this action. She was, and is, aware of, and involved on a daily basis in, the ongoing businesses of **FLETCHER**. Although she has acted under the direction of **FLETCHER**, she has acted in a supervisory capacity over other people working for **FLETCHER**, reported to **FLETCHER**, is paid by **FLETCHER**, and is well aware the businesses are run for the purpose of obtaining funds from prospective authors, not to legitimately assist them, but to obtain funds with no legitimate expectation that the consumers will receive the services for

which they paid. DEFENDANT **EDDY**, has participated, and assisted, in perpetrating the unfair and deceptive practices on the unwary consumers who submitted manuscripts to the various companies created by **FLETCHER**, and in which DEFENDANT **EDDY**, has participated on a day-to-day basis as the manager.

33. DEFENDANTS make no offer to refund the money paid to them by consumers for services not delivered, despite knowledge of the DEFENDANTS that no legitimate efforts will be made to assist the consumer obtain publication with a commercial publisher, the service for which the consumer paid. Only the occasional, persistently demanding consumer has managed to obtain a refund from one of **FLETCHER**'s businesses.

34. The DEFENDANTS overlapped, as far ownership, employees and finances, without disclosing this to consumers, portraying companies with common ownership as "trusted referral sources", rather than another portion of the web of many businesses owned, and run, by DEFENDANT **FLETCHER**.

35. DEFENDANT **FLETCHER**, has now begun extending his business activities into China, Australia and other countries, as has been reflected by the most recent consumer affidavits now being received by PLAINTIFF from England, Australia and other countries, as well as the advertising on **FLETCHER'S** websites.

36. DEFENDANTS have charged, accepted, and continue to accept, payment for services from consumers based on unfair and deceptive trade practices of which the DEFENDANTS were aware.

37. As of the date that this lawsuit is being filed, more than 175 adversely affected consumers from all over the United States, as well as other countries of the world, have filed complaints with PLAINTIFF'S Office regarding the DEFENDANTS' unfair and deceptive trade practices, as described herein. Most of these consumers paid between \$78. and \$1,500.00 to DEFENDANTS for the various services offered to the public, none of which were actually rendered upon receipt of the payments from the consumers.

38. DEFENDANT **FLETCHER**, at all times material hereto controlled, directed, formulated, knew, participated in, had authority to control, and approved of the various unfair and deceptive acts and practices of each of the corporate defendants which are outlined herein. Through a constantly changing spider web of defunct corporations in Florida, Nevada and Wyoming, as well as websites, and unregistered businesses, DEFENDANT **FLETCHER**, has created a business which generates hundreds of thousands of dollars annually from prospective authors relying on the unfair and deceptive advertising by DEFENDANT **FLETCHER**,

and his co-Defendants.

WHEREFORE, the Plaintiff prays for the entry of the final judgment jointly and severally against the Defendants, as well as the following orders:

A. Temporary and permanent injunctions, with notice, prohibiting **ROBERT M. FLETCHER**, individually, **LESLIE MROZ WILLIAMS**, individually, **MARK BREDT**, individually, **LYNN EDDY**, individually, and their officers, agents, servants, and employees, and those persons in active concert or participation with them who receive actual notice of the Court's orders, from any further violations of 501, Part II, of the Florida Statutes (2008) and from engaging in any activity within the State of Florida, or, where the customer is a Florida business or resident, from outside the State of Florida, to the extent that those activities involve:

(i) participation in any manner in any business offering to provide assistance as a literary agency, including interaction by internet, newspaper, phone, mail or any other method of communication;

(ii) participation in any manner in any business which involves entering into contracts to assist authors seeking publication of manuscripts, advertisement or sale of published

manuscripts;

(iii) participation in any manner in any business which involves acceptance of advance deposits prior to the completion of the service, or product, purchased, acknowledged by the consumer in writing.

(iv) divestment within 30 days of any ownership interest, or employer/employee relationship with any entity which participates in any of the above activities, as well as permanent prohibition from ever doing so;

(v) divestment of any ownership interest in any website involving publication of written works, or activities as a literary agent, including but not limited to all of the websites currently owned, or controlled, by any of the DEFENDANTS, as well as a permanent injunction prohibiting any of the DEFENDANTS from having a future ownership interest in any website, corporation or other business entity, which is in any way involved in the activities of authors, prospective authors, literary agencies or publishers;

(vi) participation in any business activity in which the Defendant uses an alias, rather than the Defendant's legal name, in conducting business with consumers, including correspondence, emails, contracts;



(vii) participation in any business which involves any interaction with any consumer through any means which requests payment for services not yet fully rendered.

B. Alternatively, temporary and permanent injunctions prohibiting all DEFENDANTS from any involvement in any business which involves activities as a literary agency, or publisher, or any other type of business involving publication of manuscripts.

C. Alternatively, prohibiting the individual DEFENDANTS from holding an ownership interest, or position as an officer or director in any legal entity in the State of Florida and directing each of them to divest themselves, within 30 days of the date of the entry of this court's final judgment, of any ownership interest in any legal entity in the State of Florida or any foreign legal entity registered to do business in the State of Florida.

D. Cancellation by the individual DEFENDANTS of any fictitious name registrations in the State of Florida, or of any fictitious name registration outside the State of Florida for a company which does business in Florida within 30 days of the court's final order;

E. Full restitution for all affected consumers, and any injunctive relief associated therewith;

F. In the case of affected consumers who are not "senior citizens," the award of penalties in the amount of \$10,000 per violation, as provided by Section 501.2075, Florida Statutes.;

G. In the case of affected consumers who are "senior citizens," the award of penalties in the amount of \$15,000 per violation, as provided by Section 501.2077, Fla. Stat.

H. The award of reasonable attorney's fees, as provided by Section 501.2105, Florida Statutes;

I. Costs.; and

J. Such other and further relief as may be just and equitable, waiving the posting of any bond by PLAINTIFF in this action;

K. Relinquishment of any and all ownership or control of any websites or domain names listed in this action, other names discovered, or disclosed, during the pendency of this action, or held in the name of any of the DEFENDANTS and the permanent relinquishment of all websites and domain names currently owned, or controlled by any of the DEFENDANTS, as well as the prohibition from having any further ownership interest in, or control of, any domain names or websites.

L. Completion by the Defendants, of Fla. R. Civ. Pro. Form  
1.977(a) and (b).

Respectfully submitted,

BILL McCOLLUM  
ATTORNEY GENERAL

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