

IN THE MARION COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. _____

OFFICE OF THE INDIANA
ATTORNEY GENERAL,

Plaintiff,

v.

LELAND BAPTIST,
LEE-CHANDLER ENTERPRISES,
LLC,
LEE CHANDLER, LLC,
CARNEGIE GREEN, LLC,
1130 N. BAUMAN LAND TRUST,
SILIPA TUPUOLA, AND
BLITZ INVESTMENT GROUP, LLC,

Defendants.

**COMPLAINT
FOR INJUNCTION,
RESTITUTION, CIVIL
PENALTIES, AND COSTS AND
JURY DEMAND****I. INTRODUCTION**

The Office of the Indiana Attorney General, Homeowner Protection Unit, (“Plaintiff”), by Deputy Attorneys General Ryan P. Eldridge, Chase M. Haller, and Timothy M. Weber, petitions the Court, pursuant to Ind. Code art. 4-6, *et. seq.*, the Indiana Home Loan Practices Act, Ind. Code art. 24-9, *et seq.*, the Indiana Mortgage Rescue Protection Fraud Act, Ind. Code art. 24-5.5, *et. seq.*, and the Indiana Deceptive

Consumer Sales Act, Ind. Code ch. 24-5-0.5, *et seq.*, for injunctive relief, restitution, civil penalties, investigative costs, and all other applicable relief.

II. PARTIES

1. Plaintiff, the State of Indiana, by way of the Office of the Indiana Attorney General, is authorized to bring this action and to seek injunctive and other statutory relief under Ind. Code § 4-6-12-3(a), Ind. Code § 24-9-8-3, Ind. Code § 24-5-5-6-1, and Ind. Code § 24-5-0.5-4.

2. Upon information and belief, Defendant Leland Baptist (“Defendant Baptist”) is a competent adult residing at 3236 Central Avenue, Indianapolis, Indiana 46205. At all times relevant to this complaint, Baptist conducted business in the State of Indiana as an unlicensed real estate broker, foreclosure consultant, and/or real estate investor.

3. Upon information and belief, Defendant Baptist is the sole trustee and beneficiary of 1130 N. Bauman Land Trust.

4. Upon information and belief, Lee-Chandler Enterprises, LLC (“Defendant Lee-Chandler Enterprises, LLC”) is a domestic limited liability company formed in the State of Indiana on September 7, 2013. On March 5, 2018, this LLC was administratively dissolved. The principal office address listed with the Secretary of State was 4701 N. Keystone Avenue, Suite 250, Indianapolis, Indiana 46205. Defendant Baptist was the registered agent of Defendant Lee-Chandler Enterprises, LLC.

5. Upon information and belief, Lee Chandler, LLC (“Defendant Lee Chandler, LLC”) is a domestic limited liability company formed in the State of Indiana on April 11, 2018. The principal office address listed with the Secretary of State is 4084 Pendleton Way, Indianapolis, IN, 46226. Defendant Baptist is the manager of Defendant Lee Chandler, LLC.

6. Upon information and belief, Carnegie Green, LLC (“Defendant Carnegie Green, LLC”) is a domestic limited liability company formed in the State of Indiana on June 13, 2016. The registered agent office address listed with the Secretary of State is 5936 N. Keystone Avenue, 203, Indianapolis, Indiana 46220. Defendant Baptist is the registered agent and manager of Defendant Carnegie Green, LLC.

7. Upon information and belief, 1130 N. Bauman Land Trust is a trust established and controlled by Defendant Leland Baptist that currently has a 80% interest in the real property commonly known as 1130 North Bauman Street, Indianapolis, Indiana 46214.

8. Upon Information and belief, Defendant Silipa Tupuola (“Defendant Tupuola”) is a competent adult residing at 698 Ridge Gate Dr., Brownsburg, IN 46112. At all times relevant to this complaint, Defendant Tupuola conducted business in the State of Indiana as a real estate broker and/or landlord.

9. Blitz Investment Group, LLC (“Defendant Blitz Investment Group, LLC”) is a domestic limited liability company formed in the State of Indiana on September 16, 2019. The principal office address listed with the Secretary of State is

4382 Round Lake Bend, Indianapolis, Indiana 46234. Defendant Tupuola is a member and registered agent of Defendant Blitz Investment Group, LLC.

III. JURISDICTION AND VENUE

10. The Court has specific jurisdiction over the Defendants pursuant to Ind. Trial Rule 4.4(A)(1), as the Defendants have all transacted business in Indiana and an action can be brought in Marion County pursuant to Ind. Code § 24-4.7-5-4 and Ind. Code § 24-9-8-3.

11. Pursuant to Ind. Trial Rule 75(A)(5), Marion County, Indiana is the preferred venue for this cause of action because Plaintiff's principal office, as a governmental organization, is located in Marion County, Indiana. Defendant Baptist is also a resident of Marion County. In addition, the alleged conduct took place in Marion County and related properties were located in Marion County, giving rise to proper venue pursuant to Ind. Trial Rule 75(A)(2).

IV. FACTS RELATING TO THE UNLICENSED PRACTICE OF REAL ESTATE

12. At all times relevant to this Complaint, Defendant Baptist utilized Facebook, Twitter, TikTok, Instagram, and other social media to share real estate tips and other content related to real estate investment. Defendant Baptist consistently used hashtags of #realestate, #realestategoals, and other similar keywords.

13. Defendant Baptist at no time held a real estate broker's license in the State of Indiana.

14. On one (1) or more occasions, Defendant Baptist made social media postings regarding his “Stop My Foreclosure” website located at <https://www.stopindianapolisforeclosure.com>. Defendant Baptist also created multiple documents for Stop My Foreclosure.

15. On July 6, 2022, Defendant Baptist’s Facebook page created a post that stated, “YOUR SWEET REFERRALS ARE AT THE HEART OF MY REAL ESTATE BUSINESS.”

16. On July 7, 2022, Defendant Baptist’s Facebook page created a post that stated, “Sorry I can’t, I have a showing.”

17. On July 8, 2022, Defendant Baptist’s Facebook page created two (2) posts that stated the following, “WHEN ONE DOOR CLOSES[,] Call me, I’ll open another one. [Y]our local real estate agent.”

18. On July 12, 23 and 30, 2022, Defendant Baptist’s Facebook page created three (3) Facebook posts that stated, “HOW TO BECOME A SUCCESSFUL, PART-TIME AGENT.”

19. On July 29, 2022, Defendant Baptist’s Facebook page created a Facebook post that stated, “HOW to make MONEY as a PART-TIME REAL ESTATE AGENT.”

V. Facts Relating to the Burks Property

20. Prior to September 2019, Billy Lee Burks and Navalene Burks (“the Burks”) owned a property located at 4817 Flame Way, Indianapolis, Indiana 46254 (“Burks Property”).

21. At all times relevant to this Complaint, there had been a dwelling constructed upon the Burks Property.

22. At all times relevant to this Complaint, the Burks Property was classified as residential for property tax purposes and designed primarily for occupancy of a single-family residence.

23. Prior to September 2019, the Burks Property was occupied by the Burks as their principal dwelling.

24. On September 11, 2019, Defendant Baptist and Lawrence Calihan (“Calihan”) visited the Burks Property for an appointment with the Burks regarding a pending foreclosure.

25. Defendant Baptist advised the Burks that a land trust should be established and that the property should be sold to allow for tenants to move in and make payments to the land trust in order to pay the Burks’ mortgage.

26. On September 11, 2019, the Burks executed a Release of Information with Limited Power of Attorney (in favor of Defendant Carnegie Green, LLC) and a Quit Claim Deed, signed by Defendant Baptist and witnessed by Calihan, that had the effect of transferring title of the Burks Property to the 4817 Flame Way Land Trust.

27. Upon information and belief, Defendant Baptist was both the trustee and beneficiary of the 4817 Flame Way Land Trust.

28. The Release of Information with Limited Power of Attorney contained the following language:

“My attorney-in-fact shall have full powers and authority to do and undertake all acts on my behalf that I could do personally including but not limited to the right to sell, deed, lease, mortgage, assign, rent, insure or dispose of, my real property....”

29. Upon information and belief, the purpose of these documents was to engage in a “subject-to” arrangement¹ with Defendant Baptist and/or provide foreclosure consulting services for the Burks Property by way of preventing or postponing foreclosure proceedings or reversing the effect of foreclosure proceedings.

30. As part of the services offered by Defendant Baptist, the Burks were required to vacate the Burks Property despite the foreclosure status and based on Defendant Baptist’s advice.

31. The Burks ultimately filed a lawsuit under 49D06-2008-CT-027717 against Defendant Baptist and Calihan, et. al on August 13, 2020.

32. On March 1, 2022, the Burks Property was conveyed back to the Burks by Trustees Deed.

33. On March 2, 2022, the court case was dismissed.

34. Upon information and belief, at the time Defendant Baptist, Defendant Lee-Chandler Enterprises, LLC, and Defendant Carnegie Green, LLC attempted to and then executed a contract and agreement with the Burks that had the effect of transferring title of the Burks Property to the 4817 Flame Way Trust, an entity Defendant Baptist created and controlled, Defendant Baptist, Defendant Lee-

¹ Defendant Baptist in a pre-suit deposition described a “subject-to” arrangement as a situation where “the homeowners will convey the property to us by Warranty Deed or Quitclaim Deed. In exchange we’ll pay the arrearages to bring the mortgage current. We will make the monthly mortgage payments until the property is sold or refinanced, whichever comes first.”

Chandler Enterprises, LLC, and Defendant Carnegie Green, LLC had not provided the Burks with a sufficient written notice of homeowner's rights as required by Ind. Code § 24-5.5-5-2(1).

35. Upon information and belief, Defendant Baptist, Defendant Lee-Chandler Enterprises, LLC, and Defendant Carnegie Green, LLC obtained a titled interest in the Burks Property by way of a Quitclaim Deed to the 4817 Flame Way Trust as part of the foreclosure consulting contract, an entity Defendant Baptist created and controlled, in violation of Ind. Code § 24-5.5-5-2(6).

VI. Facts Relating to the Hampton Property

36. Prior to June 2020, Kayla Marie Hampton ("Ms. Hampton"), previously known as Kayla Moore, owned a property located at 1130 North Bauman Street, Indianapolis, Indiana 46214 ("Hampton Property").

37. At all times relevant to this Complaint, there had been a dwelling constructed upon the Hampton Property.

38. At all times relevant to this Complaint, the Hampton Property was classified as residential for property tax purposes and designed primarily for occupancy of a single-family residence.

39. Prior to June 2020, the Hampton Property was occupied by Ms. Hampton as her principal dwelling.

40. Defendant Baptist conducted research using an SaaS service by the name of PropStream to locate Ms. Hampton and completed a prospecting call with her based on her foreclosure status.

41. Defendant Baptist advised that a land trust should be established and that the property be sold to allow for tenants to move in and make payments, in order to pay Ms. Hampton's mortgage. This representation was made for the purpose of preventing or postponing foreclosure proceedings or reversing the effect of foreclosure proceedings.

42. On June 8, 2020, Defendant Baptist (and Defendant Carnegie Green, LLC) created the 1130 N. Bauman Land Trust and caused Ms. Hampton to quitclaim her interest in the Hampton Property to the Trust.

43. Upon information and belief, Defendant Baptist is the sole trustee and Defendant Carnegie Green, LLC (controlled by Defendant Baptist) is the sole beneficiary of the 1130 N. Bauman Land Trust.

44. The parties also completed a Release of Information with Limited Power of Attorney, Authorization to Release Information, Notice to Insurance Company, Notice to Mortgage Company, Quitclaim Deed, and Assignment of Beneficial Interest.

45. The Release of Information with Limited Power of Attorney contained the following language:

“My attorney-in-fact shall have full powers and authority to do and undertake all acts on my behalf that I could do personally including but not limited to the right to sell, deed, lease, mortgage, assign, rent, insure or dispose of, my real property....”

46. The Assignment of Beneficial Interest conveyed the beneficiary interest in the land trust from Ms. Hampton to Defendant Carnegie Green, LLC.

47. Upon information and belief, the purpose of these documents was to engage in a “subject-to” arrangement with Defendant Baptist and/or to provide foreclosure consulting services for the Hampton Property.

48. As part of the services offered by Defendant Baptist, Ms. Hampton was required to vacate the premises of the Hampton property despite its foreclosure status. The vacating of the premises was based on Defendant Baptist’s advice.

49. After the conveyance of the property to Defendant Baptist, Arturo and Rodalfa Zapata (“Zapatas”) moved into the property on or about July 4, 2020. On this date, the Zapatas entered into a Residential Lease and Option to Purchase Agreement (“Zapata Agreement”) with Defendant Tupuola, marked and attached hereto as **Exhibit A**.

50. Defendant Baptist described this as an assignment of his interest to Defendant Tupuola, presumably with an exchange of consideration.

51. The Zapata Agreement was for 360 months with \$1,100 monthly payments at 9.819% interest with an option to purchase the Hampton Property for \$135,000.00.

52. At the time of the Zapata Agreement, Defendant Tupuola knew or should have known that he did not have marketable title to the Hampton Property.

53. On July 4, 2020, a quitclaim deed was completed by Defendant Lee Chandler, LLC and Defendant Blitz Investment Group, LLC, involving the Zapatas and the 1130 N. Bauman Land Trust. The ownership of the property was subsequently divided between 20% Zapatas and 80% N. Bauman Land

Trust. This all occurred without Ms. Hampton's knowledge or consent and without the knowledge and consent of Ms. Hampton's mortgage lender.

54. As part of the option to purchase, on July 3, 2020, the Zapatas obtained a \$20,000 cashier check from Chase Bank, which was paid to Defendant Tupuola's company, Defendant Blitz Investment Group, LLC. In addition, the Zapatas made monthly payments on the Hampton Property with direct deposits to Defendant Blitz Investment Group, LLC's checking account until they vacated the property.

55. Despite having no present legal interest in the Hampton Property, Defendant Blitz Investment Group, LLC entered into a Contract for Deed with the Zapatas, attached hereto as **Exhibit B**, in which Defendant Blitz Investment Group, LLC acknowledged receipt of at least \$10,300.00 in payments from the Zapatas towards the purchase of the Hampton Property, in addition to the \$20,000.00 in option fees previously paid to Defendant Blitz Investment Group, LLC.

56. Neither Defendant Blitz Investment Group, LLC nor Defendant Tupuola provided notice in writing to the Zapatas that the Hampton Property was subject to a pre-existing mortgage debt owed by Ms. Hampton to her mortgage lender.

57. The Zapatas subsequently abandoned the Hampton Property after consulting with an attorney and believing they had been scammed and would have to forfeit all the payments made to the Defendants totaling more than \$30,000.00.

58. Upon information and belief, Ms. Hampton desires to return to the Hampton Property and get back into good standing with her mortgage lender.

59. Because the Hampton Property is not borrower-occupied, Ms. Hampton is not eligible for a loan modification or eligible to apply for Homeowner Assistance Funds through the Indiana Housing and Community Development Authority.

60. Upon information and belief, Defendant Baptist or Defendant Blitz Investment Group, LLC still serves as the Trustee of the 1130 N. Bauman Land Trust and Defendant Carnegie Green, LLC still serves as the beneficiary.

61. Defendant Baptist has reportedly ignored repeated contact by Ms. Hampton to remedy the situation with the Hampton Property.

62. Upon information and belief, Defendant Baptist and Defendant Carnegie Green, LLC did not provide Ms. Hampton with a written notice of cancellation form as required by Ind. Code § 24-5.5-5-2(9).

63. Upon information and belief, at the time Defendant Baptist and Defendant Carnegie Green, LLC attempted to and executed a contract and agreement with the Ms. Hampton that had the effect of transferring title of the Hampton Property to the 1130 N. Bauman Land Trust, an entity Defendant Baptist created and controlled, Defendant Baptist and Defendant Carnegie Green, LLC had not provided Ms. Hampton with a sufficient written notice of homeowner's rights as required by Ind. Code § 24-5.5-5-2(1).

64. Upon information and belief, Defendant Baptist and Defendant Carnegie Green, LLC obtained a titled interest in the Hampton Property by way of a Quitclaim Deed to the 1130 N. Bauman Land Trust as part of the foreclosure

consulting contract, an entity Defendant Baptist created and controlled, in violation of Ind. Code § 24-5.5-5-2(6).

VII. Facts Relating Gavin Property

65. Prior to May 2019, Conor Gavin (“Mr. Gavin”) owned a property located at 7014 E. 13th Street, Indianapolis, Indiana 46219 (“Gavin Property”).

66. At all times relevant to this Complaint, there had been a dwelling constructed upon the Gavin Property.

67. At all times relevant to this Complaint, the Gavin Property was classified as residential for property tax purposes and designed primarily for occupancy of a single-family residence.

68. On or about May 10, 2019, Mr. Gavin entered into a written Standard Purchase and Sale Agreement (“Gavin Property Contract”) with Defendant Baptist for purposes of selling the Gavin Property.

69. Pursuant to the Gavin Property Contract, Defendant Baptist agreed to pay \$775.93 per month to Mr. Gavin, which Mr. Gavin believed would be paid directly to his mortgage company. This arrangement was made by Defendant Baptist for the purpose of preventing or postponing foreclosure proceedings or reversing the effect of foreclosure proceedings.

70. On May 13, 2019, Mr. Gavin transferred the Gavin Property to Defendant Baptist via a quitclaim deed. The quitclaim deed was prepared by Defendant Lee-Chandler Enterprises, LLC and was to be returned to Defendant Carnegie Green, LLC after recording. Defendant Lee-Chandler Enterprises, LLC was

utilized in this transaction despite it not being authorized to conduct business in the State of Indiana as it had been administratively dissolved.

71. On or about July 8, 2019, Defendant Baptist entered into a Reservation Agreement and Warranty Deed with Vendor's Lien with Sandra Galindo for the Gavin Property. A payment of \$1,000 was made as part of the Reservation Agreement. The Reservation Agreement read, "[Defendant] Carnegie Green will reserve and hold this property [at] 7014 E. 13th, Indianapolis, Indiana 46219." The Reservation Agreement further read, "This property is being reserved for ... Sandra Galindo."

72. A lawsuit ("Galindo Lawsuit") was filed on November 26, 2022, based on allegations of attempting to convey title without permission of the owner to sell, which remains pending under Cause No. 49D11-2211-CT-040865.

73. The Galindo lawsuit remains pending. No further action has been taken beyond the filing of four (4) documents as an initial filing (November 2022) with the court by Ms. Galindo, who is a *pro se* litigant in that case. Upon information and belief, Ms. Galindo has received no resolution from the Court or Defendant Baptist.

74. Until March 2, 2020, Defendant Baptist made payments to Mr. Gavin and/or his mortgage company.

75. On March 23, 2022, Mr. Gavin filed a lawsuit against Defendant Baptist and Defendant Lee-Chandler Enterprises, LLC for breach of contract under Cause No. 49D12-2203-PL-009558.

76. The court found that all the elements of a valid legal contract were present and it was legally enforceable. The court also found that Defendant Baptist breached the contract. The court awarded damages in the amount of \$75,743.00 after a default judgment was rendered against Defendant Baptist.

VII. CAUSES OF ACTION

Counts I-VII: Violations of the Mortgage Rescue Protection Fraud Act as Violations of the Home Loan Practices Act Ind. Code § 24-5.5, et seq., Ind. Code § 24-9, et seq.,

77. The foregoing allegations are re-alleged and incorporated herein by reference.

78. It is alleged generally as to all counts herein that the consumers Billy Lee Burks, Navalene Burks, Kayla Hampton, and Conor Gavin are “homeowner(s)” within the meaning of Ind. Code § 24-5.5-2-6.

79. It is alleged generally as to all counts herein that the Defendants Leland Baptist, Lee-Chandler Enterprises, LLC, and Carnegie Green, LLC acted as “foreclosure consultant(s)” within the meaning of Ind. Code § 24-5.5-2-2 in their dealings and interactions with the respective consumers.

80. **Count I:** Defendants Baptist, Lee-Chandler Enterprises, LLC, and Carnegie Green, LLC violated Ind. Code § 24-5.5-6-1 (Mortgage Rescue Protection Fraud Act) when they knowingly and intentionally attempted to and did enter into a foreclosure consultant contract with the Burks without providing a written notice of homeowner’s rights under Ind. Code § 24-5.5-5-2(1), thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9 (Home Loan Practices Act), et seq.

81. **Count II:** Defendants Baptist, Lee-Chandler Enterprises, LLC, and Carnegie Green, LLC violated Ind. Code § 24-5.5-6-1 when they executed a contract or agreement with the Burks and received valuable consideration from the Burks by way of receiving a titled interest in and control over their real property without providing either homeowner with the written statement required by Ind. Code § 24-5.5-5-2(8). The failure to provide such a written statement is a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

82. **Count III:** Defendants Baptist, Lee-Chandler Enterprises, LLC, and Carnegie Green, LLC, violated Ind. Code § 24-5.5-6-1 when they knowingly and intentionally obtained a titled interest in the Burks Property as a means to secure payment of compensation in contravention of Ind. Code § 24-5.5-5-2(4), thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

83. **Count IV:** Defendants Baptist, Lee-Chandler Enterprises, LLC, and Carnegie Green, LLC violated Ind. Code § 24-5.5-5-2(6) when they knowingly and intentionally acquired a titled interest in the Burks Property as part of the provision of foreclosure consultant services, thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

84. **Count V:** Defendants Baptist and Carnegie Green, LLC, violated Ind. Code § 24-5.5-5-2(7) when they knowingly and intentionally took a power of attorney

from homeowners Billy Lee and Navalene Burks in contravention of Ind. Code § 24-5.5-5-2(8), thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

85. **Count VI:** Defendants Baptist and Carnegie Green, LLC, violated Ind. Code § 24-5.5-6-1 when they knowingly and intentionally entered into a foreclosure consultant contract with Kayla Hampton without providing a written notice of homeowner's rights under Ind. Code §24-5.5-5-2(1), thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

86. **Count VII:** Defendants Baptist and Carnegie Green, LLC, violated Ind. Code § 24-5.5-5-2(6) when they knowingly and intentionally acquired a titled interest in the Hampton Property as part of the provision of foreclosure consultant services, thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

87. **Count VIII:** Defendants Baptist and Carnegie Green, LLC violated Ind. Code § 24-5.5-5-2(7) when they knowingly and intentionally took a power of attorney from homeowner Kayla Hampton in contravention of Ind. Code § 24-5.5-5-2(8), thereby committing a deceptive act pursuant to Ind. Code § 24-5.5-6-1(3), which subjects them to the penalties and remedies available under Ind. Code § 24-9, et seq.

WHEREFORE, Plaintiff, the State of Indiana, respectfully requests the following relief in connection with Counts I-VIII:

Plaintiff requests the Court enter judgment against Defendants Leland Baptist, Carnegie Green, LLC, and Lee-Chandler Enterprises, LLC, jointly and severally, for the following:

- a. Restitution, in an amount to be determined at trial, to Billy and Navalene Burks and Kayla Hampton;
- b. As to all counts, reimbursement to the State of Indiana for reasonable costs of the Attorney General's investigation and prosecution of this action;
- c. Imposition of a civil penalty of \$10,000.00 (Ten Thousand Dollars) per violation of the Indiana Home Loan Practices Act for Counts I-VIII, for a total civil penalty of \$80,000.00 (Eighty Thousand Dollars);
- d. An Order declaring *void ab initio*, as procured by fraud and illegal conduct, the quitclaim deed from Kayla Hampton to the 1130 N. Bauman Land Trust and the subsequent deed from the 1130 N. Bauman Land Trust of a 20% interest in the Hampton Property;
- e. Injunctive relief, *infra*.
- f. All other just and proper relief.

**Counts IX - XII: Violations of the Home Loan Practices Act
Ind. Code § 24-9, et seq**

88. The foregoing allegations are re-alleged and incorporated herein by reference.

89. **Count IX:** Defendant Baptist knowingly or intentionally advertised his ability to engage in real estate transactions for which a real estate broker license is

required, as evidenced by his social media posts, Stop My Foreclosure website, creation of land trusts to manage property, and other transactions with Indiana consumers in violation of Ind. Code § 25-34.1-3-2(a), Defendant Baptist violated Ind. Code § 24-9-3-7(c)(4).

90. **Count X:** Defendant Baptist, Defendant Silipa Tupuola, and Defendant Blitz Investment Group, LLC, in connection with the Residential Lease and Option to Purchase Agreement, attached hereto as **Exhibit A**, as well as a Contract for Deed, attached hereto as **Exhibit B**, knowingly or intentionally deceived the Zapatas by attempting to sell them real property for which they did not have marketable title and which they acquired by fraudulent means, in violation of Ind. Code § 24-9-3-7(c)(3).

91. **Count XI and XII:** Defendant Baptist, Defendant Silipa Tupuola, and Defendant Blitz Investment Group, LLC in connection with the Residential Lease and Option to Purchase Agreement, attached hereto as **Exhibit A**, as well as a Contract for Deed, attached hereto as **Exhibit B**, failed to provide certified mail first class notice of an existing lien or encumbrance, namely the existing Hampton mortgage, at the time they entered into both real estate transactions involving a land contract with the Zapatas involving the Hampton Property, in violation of Ind. Code § 24-9-3-7(d).

WHEREFORE, Plaintiff, the State of Indiana, respectfully requests the following relief in connection with Counts IX - XII:

- a. Restitution in an amount to be determined at trial to the Zapatas under Count X, XI, and XII;
- b. As to all counts, reimbursement to the State of Indiana for reasonable costs of the Attorney General's investigation and prosecution of this action;
- c. Imposition of a civil penalty against Defendant Baptist for \$10,000.00 (Ten Thousand Dollars) per each alleged violation of the Indiana Home Loan Practices Act for Counts IX, X, XI, and XII, for a total civil penalty of \$40,000.00 (Forty Thousand Dollars);
- d. Imposition of a civil penalty against Defendant Silipa Tupuola and Defendant Blitz Investment Group, LLC, jointly and severally, for Counts X, XI, and X, for a total civil penalty of \$30,000.00 (Thirty Thousand Dollars);
- e. Injunctive relief, *infra*.
- f. All other just and proper relief.

Injunctive Relief

Plaintiff requests the following injunctive relief pursuant to the authority of Ind. Code 24-9-8-3:

- a. A permanent injunction prohibiting Defendant Leland Baptist from continuing advertising that explicitly or implicitly suggests that he is licensed to practice real estate in the State of Indiana;

- b. A permanent injunction prohibiting Defendant Leland Baptist from soliciting consumers or otherwise engaging in business as a foreclosure consultant in the State of Indiana;
- c. A permanent injunction prohibiting Defendant Leland Baptist from engaging in the unauthorized practice of law. “Drafting and preparing testamentary and trust documents is clearly the practice of law.” *State ex rel. Indiana State Bar Ass’n v. Northouse*, 848 N.E.2d 668, 673 (Ind. 2006). In the context of this case, Defendant Baptist’s advice to consumers to place real property into trust and his creation of trust documents, powers of attorney, and other similar legal instruments as part of real estate transactions with consumers constitutes the practice of law for which Defendant Baptist is not licensed. Therefore, Defendant Baptist should be permanently enjoined from the unauthorized practice of law pursuant to Ind. Code § 33-43-2-1 and Ind. Code § 24-9-3-7(c)(4).

Jury Demand

A trial by jury is requested for all issues so triable.

Respectfully submitted,

The Office of the Indiana Attorney General

Date: 11/28/2023

Theodore E. Rokita
Indiana Attorney General
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By:

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