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February 25, 2021

The Honorable Judge Peter Messitte
United States District Court, District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770
(401) 344-0632

RE: *In re Sanctuary Belize Litigation*, No. 18-cv-3309-PJM (D. Md.)
Redress Plan Objections and Comments

Dear Honorable Peter Messitte,

Upon review of the Reserve Sanctuary Belize – Consumer Redress Plan (Plan), provided by Robb Evans & Associates, LLC on behalf of the United States Federal Trade Commission on January 22, 2021, I would like to register my objections with the Court.

Definition of “Consumer”

The Plan defines a “Consumer” as, “any person or entity who: (i) purchased an Eligible Lot as part of the Sanctuary Belize or Kanantik retail sales process; ... “, which defines myself and my co-lot owner, Ray Axel. I originally purchased a lot in 2009 in the Waterway Village neighborhood, while Ray Axel purchased a lot in 2011 in the Equestrian Estates neighborhood, both through the retail sales process. In January 2012, I upgraded from the Waterway Village neighborhood to the Sapodilla Ridge neighborhood, to obtain an obstructed savanna and mountain view. In 2014, due to financial and health issues resulting from injuries sustained serving in the Marine Corps in Iraq, Ray approached EcoFutures and asked if they could work with him, as he loved Belize and still hoped to own land and build a vacation home to enjoy with his son. The developer agreed to take back his lot and credit his equity to my lot in Sapodilla Ridge, making us 50-50 owners of Sapodilla Ridge Lot 266. Ray and I even came up with a multi-cabana plan for the lot which would allow both his family and mine to enjoy it, and over the years we have cut in the first segment of the driveway, planted new trees, and continue to have the lot maintained by local crews.

However, the Plan continues to further define a "Consumer" by stating that, "a person or entity is not a "Consumer" if the person or entity: ... (iii) (a) performed work of any sort, at any time, at any location anywhere owner or controlled by Subject Sellers regardless of whether the person or entity contends the work was unpaid, purportedly unrelated to lot sales, purportedly independent, or immaterial for some other reason; ... , and (c) has not reached a Court-approved settlement with the FTC or Receiver entitling the person or entity to be treated similarly to a consumer with respect to the Court-approved redress; ..." which defines myself, but not my co-lot owner, Ray Axel.

Not only does this appear to be a blanket breach of multiple lot owners' Consumer rights, including myself, but it clearly flies in the face of basic logic. First, are no American citizens allowed to work for any business which they have purchased a good or service from? That seems quite unrealistic to demand from the people of this country while, coincidentally, not informing them at all of this required critical duty. The FTC does not have a service whereby potential employees or contractors like myself may verify if the person or business they seek employment or contractual work from are approved, yet they assume that the average person can somehow determine "pre-employment" whether a business or individuals involved in that business are not engaging in activity which an agency such as the FTC may take action over.

This blanket approach deprives multiple lot owners of their Consumer rights by stealing legally purchased lots from those of us who simply sought to help our investment along with everyone else's by getting involved. As I explained to Mr. Jonathan Cohen in our phone conversation on December 14, 2018: Why wouldn't I, a career AEC professional with years of experience in architectural design and construction development throughout Latin America and the Caribbean, in my mid-20's, not jump at any opportunity to help out with AEC-related work at Sanctuary Belize? Not only am I a lot owner, but it's a big project with many interesting design aspects, all located in *paradise*! The alternative was to continue designing retail stores and dealing with tough building departments here in California. And, to be clear, I did not receive any contracts for work from EcoFutures at Sanctuary Belize for over 6 years of being a lot owner. My company was contracted only after years of demonstrating our combination of design skill along with knowledge of Belizean construction practices gained after years on the ground. As Andrew Usher stated, he liked that I thought outside of the box with my designs, but also that they could be built. Andrew Usher, as general manager of the development, contracted with my company, Global Standard Design Group, to design the marina bar and restaurant in May 2015. While I performed design services, my team members also were involved including my 3D rendering specialist and my graphic designer. We fully completed all work per our contract.

I have also been involved in gathering information for the development newsletters which stemmed from my early efforts to keep as-many owners as I knew in the loop on progress by taking photos and emailing them when I could while living in Belize from 2012-14. Being on the ground, knowing and befriending most residents and workers onsite, and designing over 40 custom homes for my fellow lot owners, I have always had a pulse on what is happening at Sanctuary Belize. In turn, as someone who would appreciate such effort if I were 2,000 miles away thinking about my investment, I felt that it was my duty (and honor) to keep my fellow lot owners updated. In 2014, while living at Sanctuary Belize I met the woman who would become my wife in Belize, Jenna, and we soon got engaged and rented a house in Placencia. Further attempting to help the community, my wife used her connections as manager with the local airline Maya Island Air to obtain a permanent discount for all lot owners using their service. We both also have helped many owners who are moving to Belize by giving them solid advice from our experience, along with setting them up with quality, reputable professionals such as customs clearance, trucking/shipping, tips on where to purchase X or Y, and more.

So, to read that our lot would be seized from us by the Court for doing nothing more than helping Sanctuary Belize grow both in community and construction is very disappointing and confusing. I cannot comprehend how an agency tasked with upholding Consumer rights can seek to completely deprive the Consumer rights of multiple owners who made their efforts in good faith. I further cannot understand how a court of law can sign off on such an injustice, particularly without considering the facts of each individual situation. If the fraud was so great, then the effort must be equally great, if not more, to net equitable results for the *Consumer*, of which I and Ray Axel both fit the definition of.

Finally, the FTC attempts to seize legally purchased lots from Consumers by describing, among other criteria, any individual who, "(c) has not reached a Court-approved settlement with the FTC or Receiver entitling the person or entity to be treated similarly to a consumer with respect to the Court-approved redress; ..." This is also quite unrealistic, as the FTC has not made any effort to communicate such a requirement to those of us Consumers who it knows performed work or whose companies were contracted to perform work over the years. The first time I found out that I need to reach a Court-approved settlement was on January 22, 2021. I emailed the Receiver on January 30, 2021, inquiring if it were indeed true that the FTC would seek to take my interest in my lot which I purchased years prior to service performance, and Val Miller responded the next day that he could not answer, as the Plan may change depending on filed objections. So, here I am, stating my objection and requesting that the Court either strike such anti-Consumer language from the Plan, or grant myself and Ray Axel a Court-approved settlement document proving us equitable relief from this effort to de-list us as Consumers.

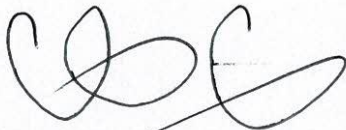
Miscellaneous Objections

1. In formulating the plan, the FTC did not make any attempt to survey the owners to determine the “temperature”. Furthermore, the FTC completely ignored the voices and direction of their own Consumer Committee. Their actions seem to fly in the face of logic; how can we, the Consumers, be completely ignored by the government agency tasked with protecting us?
2. We cannot make a fully informed decision without reading the Articles of Incorporation, RCC&E's, and any other legal documents which may govern the land, development, wildlife reserve, private island, marina, airstrip, etc. Coincidentally, this also flies in the face of logic and FTC claims that we Consumers were misled by the Defendants. We all went to Belize, took an on-site tour, asked questions, received answers, and were satisfied before signing. On the other hand, the FTC is putting a gun to our heads and forcing us to make an uninformed decision. We cannot even ask questions.
3. Possible HOA dues, fees, assessments, melo roos, etc are completely unknown. This is not “full disclosure”, rather it is anything but. With a gun to our head, we are forced to make a financial decision without being provided the facts. Coincidentally, the Defendant's identified all such terms prior to our voluntary purchase, yet the FTC cannot provide such standard information while forcing us to make such a consequential decision.
4. The FTC's concept of “Deceptive Sales Price” is unfortunately highly deceptive itself. Their formula is similar to a retail store raising the price of items just before a “sale”, but even worse. The FTC would like to raise the principal cost of the lot by adding sales tax and interest, *prior* to applying their discount, affording the Receiver income from both improper interest and from sales tax which is not paid to Belize! The discount must be applied to the principal, and *then* the interest and sales tax adjust down from there, so that the Receiver is not profiting from improper interest payments and overpaid sales tax not rendered to the Treasury of Belize. This is not only deceptive, but it is illegal.
5. The Plan Disclosures state that there is no guarantee of amenities, infrastructure, or other important attributes, and that there is no guarantee that titles will be provided. This seems to run completely contrary to the entire concept of Consumer rights in general! Despite arguing to the Court that we Consumers overpaid, that our lots are not worth much, and that we were scammed, the FTC themselves are asking us to pay similar lot payments (in a much shorter time) without any guarantees of even the basic legally required items such as road, water, and power. This sounds like a scam.

6. Any deals with the Belizean government that involve financial terms and compensation must be declared and disclosed to the owners prior to any decisions being made about "opting in or out".

Thank you for the Court's time and consideration. Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, identifying Christopher Cammarano.

Christopher Cammarano