

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

STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION,

CASE NO.: 07-43672 CA 09

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION, a
Florida corporation, M.A.M.C.
INCORPORATED, a Florida corporation, DANA
J. BERMAN, as Owner and Managing Member,

Defendant.

and,

DB ATLANTA, LLC, a Florida Limited Liability
Company, **DB DURHAM, LLC**, a Florida
Limited Liability Company, **NORMANDY
HOLDINGS II, LLC**, a Florida Limited Liability
Company, **NORMANDY HOLDINGS III, LLC**,
a Florida Limited Liability Company,
ACQUISITIONS, LLC, a Florida Limited
Liability Company, **DBKN GULF
INCORPORATED**, a Florida Limited Liability
Company, **OCEANSIDE ACQUISITIONS,
LLC**, a Florida Limited Liability Company, **DB
BILOXI, LLC**, a Florida Limited Liability
Company, **DB BILOXI II, LLC**, a Florida
Limited Liability Company, **DB BILOXI III,
LLC**, a Florida Limited Liability Company, **DBDS
VERO BEACH, LLC**, a Florida Limited Liability
Company, **DB TAMPA, LLC**, a Florida Limited
Liability Company, **DB SIMPSONVILLE, LLC**,
a Florida Limited Liability Company, **DBDS
NORTH MIAMI, LLC**, a Florida Limited
Liability Company, **REDLANDS RANCH
HOLDINGS, LLC**, a Florida Limited Liability
Company, **DBDS BISCAYNE PARK, LLC**, a
Florida Limited Liability Company, **DB
CARROLL STREET, LLC**, a Florida Limited
Liability Company,

Relief Defendants.

THE ORIGINAL FILED
ON JUL 18 2008
IN THE
CIRCUIT

BERGER SINGERMAN
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

**MOTION TO APPROVE THE RETENTION OF
WILLIAMS SCHIFINO AS SPECIAL LITIGATION COUNSEL**

Michael I. Goldberg, as State Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta LLC, et al., by and through undersigned counsel, hereby files this Motion to Approve the Retention of Williams Schifino Mangione & Steady P.A. ("Williams Schifino"), as Special Litigation Counsel, and states:

1. On December 11, 2007, this Court appointed Michael Goldberg (the "Receiver") to be the Receiver for the Defendants and the Relief Defendants. See Temporary Injunction and Agreed Order Appointing Receiver ("Receivership Order"), previously filed with this Court.

2. Among the Relief Defendants is DB Tampa, LLC. As a Relief Defendant, DB Tampa, LLC is a receivership asset subject to the exclusive jurisdiction of this Court and subject to the exclusive control of the Receiver:

The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants [including DB Tampa, LLC], the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credit claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and person, tangible and intangible, of whatever kind and description, wherever situation of the Defendants ... and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order.

Receivership Order, ¶ 3 (emphasis added); *see also*, Receivership Order, ¶ 13 (specifically recognizing Michael I. Goldberg as "the Receiver for ... DB Tampa, LLC").

3. Further, the Receiver was specifically appointed by this Court to preserve the receivership assets, including DB Tampa, LLC, and employ attorneys when necessary to preserve those assets:

The Receiver his hereby authorized to employ, without further order of the Court ... attorneys ... and other professionals ... as is necessary and proper for the collection [and] preservation ... of the Receivership Assets, including assets of which the Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.

See Receivership Order, ¶ 19.

4. In line with the aforementioned authority granted by this Court, the Receiver now seeks to retain Williams Schifino to represent DB Tampa, LLC, in a foreclosure action pending in Hillsborough County Florida, pursuant to the terms of the letter of representation, attached hereto as Exhibit "A." Specifically, Williams Schifino will "provide services that may include factual investigation, legal research and analysis to properly investigate and litigate this matter," and other related services. *See* Exhibit "A."

5. The Receiver believes that the retention of Williams Schifino is absolutely necessary to ensure the preservation and/or recovery of receivership assets, and thereby prevent any further waste or dissipation.

6. Additionally, Williams Schifino has significant experience investigating and litigating foreclosure actions, and thus can provide more than adequate counsel to DB Tampa, LLC.

WHEREFORE, the Receiver moves this Court for entry of an Order Approving the Retention of Williams Schifino Mangione & Steady P.A. as Special Litigation Counsel, and any other relief deemed necessary by this Court.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail and U.S. Mail on this 18th day of July 2008, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 2nd Avenue, Suite N-708, Miami, Florida 33128; to **Alan M. Sandler, Esquire, Counsel for Defendants, Joel and Deborah Sokol, Darlene Levasser, Robert Dzimidas IRA, Lawrence Meyer IRA, Lawrence Meyer Roth IRA and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA**, of SANDLER & SANDLER, 117 Aragon Avenue, Coral Gables, Florida 33134; to **Allan A. Joseph, Esquire, Counsel for The Amid Companies and Amedia Family Investors**, DAVID AND JOSEPH, P.L., 1001 Brickell Avenue, Suite 2002, Miami, Florida 33131; to **Richard R. Robles, Esquire, LAW OFFICES OF RICHARD ROBLES, P.A., Counsel for the Four Ambassadors Association, Inc.**, 905 Brickell Bay Drive, Tower II, Mezzanine, Suite 228, Miami, Florida 33131; to **Daniel Kaplan, Esquire, Counsel for Deborah A. Berman**, at the LAW OFFICES OF DANIEL KAPLAN, P.A., Turnberry Plaza, Suite 600, 2875 N.E. 191st Street, Aventura, Florida 33180; to **Howard N. Kahn, Esquire, Attorneys for Intervenor, Ira Sukoff**, KAHN, CHENKIN & RESNIK, P.L., 1815 Griffin Road, Suite 207, Dania, Florida 33304; to **Charles Pickett, Esquire and Linda Dickhaus Agnant, Esquire, Attorneys for Johns Manville**, CASEY CIKLIN LUBITZ MARTENS & O'CONNELL, P.A., 515 North Flagler Drive, Suite 1900, West Palm Beach, Florida 33401; to **Helen Schwartz Romañez, Esquire, Attorneys for Turnberry Bank**, The Romañez Law Firm, 255 Alhambra Circle, Suite 850, Coral Gables, Florida 33134; to **Charles W. Throckmorton, Esquire, Attorneys for Dana Berman**, KOZYAK TROPIN THROCKMORTON, P.A., 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, Florida 33134; to **James S. Telepman, Esquire, Attorneys for Jericho All-Weather Opportunity Fund, LP**, COHEN, NORRIS, SCHERER,

WEINBERGER & WOLMER, 712 U.S. Highway One, Suite 400, North Palm Beach, Florida 33408-7146; to **Allen P. Pegg, Esquire**, *Counsel for Ibex Cheoah I, LLC*, at MURAI, WALD, BIONDO, MORENO & BROCHIN, P.A., Two Alhambra Plaza, Penthouse 1B, Coral Gables, Florida 33134; to **J. Andrew Baldwin, Esquire**, *Attorneys for Regions Bank*, THE SOLOMON LAW GROUP, P.A., 1881 West Kennedy Boulevard, Tampa, Florida 33606-1606; to **Rey Hicks and Javier Castillo** of COMPLETE PROPERTY MANAGEMENT, at Post Office Box 402507, Miami Beach, Florida 33140; and to **Daren Schwartz**, BERMAN MORTGAGE CORPORATION D/B/A M.A.M.C., INC., at 402 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

Respectfully submitted,

BERGER SINGERMAN
Attorneys for the Receiver, Michael I. Goldberg
1000 Wachovia Financial Centre
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: 

for JAMES D. GASSENHEIMER
Florida Bar No. 959987

1186089-1
7/18/08

WILLIAMS * SCHIFINO

WILLIAMS SCHIFINO MANGIONE & STEADY P.A.

ATTORNEYS AT LAW

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Scott I. Steady

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Mary B. Thomas

Kenneth C. Turkel

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Robert V. Williams

Matthew L. Wilson

Of Counsel

Steven M. Samaha

July 10, 2008

VIA E-MAIL AND U.S. MAIL

Michael I. Goldberg, Esq.
Akerman Senterfitt
350 East Las Olas Boulevard, Ste. 1600
Fort Lauderdale, Florida 33301

Re: *M.A.M.C. v. DB Tampa, LLC, et al.*
Case No.: 07-CA-009651

Dear Michael:

I am genuinely pleased that our firm has been retained to represent the DB Tampa lender group to assist in the referenced foreclosure action pending in Hillsborough County, Florida. The purpose of this letter is to establish the scope of our services and our fee arrangements for this representation.

A. **Professional Undertaking:** We have agreed to act as counsel for the lender group and to provide services that may include factual investigation, legal research and analysis to properly investigate and litigate this matter. We will also provide other services customarily provided by attorneys in this locality with respect to matters of this nature.

B. **Fees:** We take into account many factors in billing for services rendered, and I will review all statements before they are issued to ensure that the amount charged is appropriate. The principal factor is usually our schedule of hourly rates, and most statements for services are simply the products of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our schedule of hourly rates for attorneys and other members of the professional staff is based on each individual's years of professional attainment. Currently, our hourly rates for attorneys range from \$150 to \$425, and for paralegals range from \$100.00 to \$135.00. My hourly rate and my partner, Marshall Rainey's hourly rate for this matter is \$300 per hour. The schedule is reconsidered semi-annually with changes, if any, effective July 1 and January 1.

C. **Costs:** Often it is necessary for us to incur expenses for items such as travel, lodging, meals, telephone calls, hearing transcripts, and similar items. Some matters may also require substantial amounts of costly ancillary services such as

EXHIBIT

tabbles

"A"

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photocopying, word processing, computerized legal research and staff overtime. In order to allocate these expenses fairly and to keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced."

D. Billings: Our statements generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. We expect payment within ten days after the statement date. Each individual client signing below will be jointly and severally responsible for all fees and costs incurred. Although we do not expect that any of the provisions of that policy will have to be applied to you, we feel it is important to clearly establish the terms of our business relationship as well as our legal relationship at the beginning of our representation. Furthermore, it is understood that should you, for any reason, fail to pay attorney's fees for which you are obligated under this agreement, in a timely fashion, you hereby consent to our withdrawal as counsel of record from the litigation above-referenced.

E. Late Payments: To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added costs we incur as a result of clients who are delinquent, a monthly service charge is added for late payments. This charge is assessed on the last day of each month against all fees and costs unpaid at the end of the month. The monthly service charge is calculated at an annual rate equal to the greater of (1) 10 percent or (2) 5 percent plus the annual discount rate charged by the Atlanta Federal Reserve Bank on the 25th day of the month preceding the month for which the charge is being computed. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that we are required to institute legal proceedings to collect fees and costs owed by you, the prevailing party would be entitled to a reasonable attorneys' fee and other costs of collection.

F. Retainer: We normally require some payment before we render services. Given the nature of this dispute, we request a retainer of \$10,000.00. Also, when we foresee that "costs advanced" on a matter may amount to a substantial sum, we may ask you to pay them directly or to fund them in advance. The fee retainer will be applied against our final invoice, and any unused portion will be returned to you in its entirety upon completion of services.

G. Termination: You of course will have the right to terminate our representation at any time. We will have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation.

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Please review the foregoing and, if it meets with your approval, sign a copy of the letter and return it to me as soon as possible by fax, with the original to follow by mail.

The most important point in this letter is that we will do our utmost to work with you and serve you effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests vigorously and efficiently. Thank you for the opportunity to represent you in this matter. Please call me if you have any questions regarding this letter. If I am not available, please do not hesitate to ask for my partner, Marshall Rainey, or my assistant, Mary Jo Gartland.

I look forward to working with you.

Very truly yours,

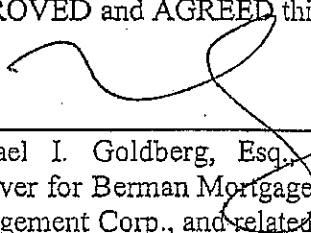
Williams Schifino Mangione & Steady, P.A.

By: 

John A. Schifino
for the firm

JAS/mjg

APPROVED and AGREED this ___ day of July, 2008.



Michael I. Goldberg, Esq., in his capacity as
Receiver for Berman Mortgage Corp., Money Asset
Management Corp., and related entities.

211363

*This agreement is subject to the receivership
court's approval.*