

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA, OFFICE OF FINANCIAL  
REGULATION,

CASE NO.: 07-43672 CA 09

Plaintiff,

vs.

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, et al.,

Relief Defendants.

THE ORIGINAL  
FILED ON:

APR 27 2009

IN THE OFFICE OF  
CIRCUIT COURT DADE CO. FL

**MOTION TO APPROVE SETTLEMENT AGREEMENT BETWEEN NON-PARTIES,  
PERCENTAGE INTEREST BORROWERS AND NON-PARTY KENNETH GOODMAN,  
TRUSTEE AND STIPULATION FOR DISMISSAL OF PERCENTAGE INTEREST  
BORROWERS FROM CASE AGAINST MAMC WINDWARD, LLC**

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 Settlement Agreement between Non-Parties, Percentage Interest Borrowers and Non-Party Kenneth Goodman, Trustee and Stipulation for Dismissal of Percentage Interest Borrowers from case against MAMC Windward and states:

BERGER SINGERMAN  
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

200 South Biscayne Boulevard Suite 1000 Miami, Florida 33131-5308 Telephone 305-755-9500 Facsimile 305-714-4340

**The Receiver is Appointed Over Berman Mortgage Corporation, M.A.M.C. Incorporated, and Their Respective Assets**

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

2. Among the Defendants are Berman Mortgage Corporation, and Dana Berman. As Receivership Defendant, Berman Mortgage Corporation is a receivership asset subject to the exclusive jurisdiction of Judge Wilson in the Circuit Court of the Eleventh Judicial Circuit, 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, 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 situated 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).

3. Importantly, this Court has previously authorized the Receiver to execute contracts, instruments, and other agreements on behalf of the Receivership Defendants:

The Receiver is further authorized to ... execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to

conduct the business operations of the Receivership Defendants and any entity it controls[.]

Receivership Order, ¶17. (emphasis added)

**MAMC Windward, LLC and the Lawsuit  
Commenced by Kenneth Goodman, as Trustee for CCIT Group**

4. MAMC Windward, LLC (M.A.M.C. Windward), the members of MAMC Windward (“Percentage Interest Borrowers”) and certain MAMC lenders who are investors in a note and mortgage made by MAMC Windward are all defendants in an action pending in Charlotte County Circuit Court captioned *Kenneth D. Goodman, as Trustee v. M.A.M.C. Windward, LLC, et al.*, Case No. 07-2492- CA (the “MAMC Windward Case”).

5. Kenneth Goodman, as Trustee for CCIT (“Goodman”) commenced the MAMC Windward Case to enforce a promissory note and to foreclose a mortgage on two parcels of vacant land and eight condominium units in Charlotte County, Florida (collectively, the “Property”) once owed by Cape Haze Windward Partners, LLC. (“Cape Haze”), who filed for bankruptcy. Through a sale under a chapter 11 plan M.A.M.C. acquired title to the property from Cape Haze in the name of M.A.M.C. Windward.

6. The bankruptcy court authorized the sale of the Property to Berman Mortgage Corporation/MAMC or its designee (Defendant, M.A.M.C. Windward) “free and clear of any and all liens, claims, interests, and encumbrances.” On December 12, 2006, the bankruptcy trustee executed the Trustee’s Deed transferring the Property to M.A.M.C. Windward Therefore, MAMC lenders took title to the Property in the name of M.A.M.C. Windward, LLC, which entity is owned by the lenders in proportion to their individual interests in the loan to Cape Haze. Goodman refers to these lenders as “Percentage Interest Borrowers” in his Complaint in the MAMC Windward Case.

7. This Court made M.A.M.C. Windward, LLC a relief defendant in the receivership.

8. After M.A.M.C. Windward, LLC took title to the Property, a second group of M.A.M.C. made a \$1 Million loan to M.A.M.C. Windward ("Mortgage Holders") and recorded their mortgage on the Property, which became the first recorded instrument after the Trustee's Deed.

9. The validity and priority of these instruments are at issue in the MAMC Windward Case. Goodman contends he has a valid first mortgage on the Property by virtue of the recordation of the Collateral Assignment and sued M.A.M.C. Windward, LLC and the "Percentage Interest Borrowers" individually on the subject Note and Collateral Assignment.

10. Goodman contended in the MAMC Case that pursuant to the Collateral Assignment he had the right to pierce MAMC Windward's Corporate veil and recover against the "Percentage Interest Borrowers" individually if he prevailed.

11. The "Percentage Interest Borrowers" sought dismissal of Goodman's claims and contended that Dana Berman did not have the authority to bind them under the terms of the Note and Collateral Assignment and thus, subject them to individual liability to Goodman.

12. Goodman has agreed to dismiss all of the "Percentage Interest Borrowers" from the MAMC Windward Case.

13. Rather than seek the affirmative consent to the settlement of all the "Percentage Interest Borrowers" as well as the additional MAMC lenders who hold a mortgage on the Property, the Receiver believes that it would be more expeditious to present this motion with notice to all "Percentage Interest Borrowers" and other M.A.M.C. Lenders to have them deemed to have accepted the settlement between Goodman and the "Percentage Interest Borrowers" unless they file a written objection to this motion.

14. The Stipulation for Dismissal signed by Goodman's attorney is attached hereto as **Exhibit A.**

15. Under the terms of the Stipulation for Dismissal, all parties would agree to dismissal of the claims against the "Percentage Interest Borrowers" with all parties bearing their own fees and costs in prosecuting or defending the claims.

16. The Receiver believes that the above-described settlement conforms with the Receiver's court-ordered obligation to ensure the preservation and/or recovery of receivership assets, and thereby prevent any further waste or dissipation, and most of all, protect the Investor Group.

10. In line with the aforementioned authority granted by this Court, the Receiver now seeks this Court's approval of the proposed Stipulated Dismissal and an order deeming the investors in M.A.M.C. Windward, LLC to have consented to the terms of the above-described settlement.

**WHEREFORE**, the Receiver moves this Court for entry of an Order Approving the Settlement between Non-Parties, the Percentage Interest Borrowers and Kenneth Goodman, Trustee in the M.A.M.C. Windward Case, deeming all Percentage Interest Borrowers to have consented to the Stipulation of Dismissal attached hereto as Exhibit A, and awarding 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 27<sup>th</sup> day of April 2009, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 2<sup>nd</sup> 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 Amadi Companies and Amedia Family Investors*, DAVID AND JOSEPH, P.L., 1001 Brickell Bay Drive, 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. 191<sup>st</sup> Street, Aventura, Florida 33180; 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 & Bank of Coral Gables*, 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, 9<sup>th</sup> Floor, 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; to **Jared Gelles, Esquire**, *Counsel for Daren Schwartz*, RAFFERTY, STOLZENBERG, GELLES, ET AL., 1401 Brickell Avenue, Suite 825, Miami, Florida 33131-3502; to **Norman Malinski, Esquire**, *Counsel for Giles Construction*, 2875 NE 191<sup>st</sup> Street, Suite 508, Aventura, Florida 33180; **Gabrielle D'Alemberte, Esquire**, LAW OFFICES OF ROBERT PARKS, 2121 Ponce de Leon Boulevard, Suite 505, Coral Gables, Florida 33134; to **David A. Wheeler, Esquire**, *Counsel for Various Unit Owners at Le Chateau Condominiums at DB Biloxi II, LLC* WHEELER & WHEELER, PLLC, 185 Main Street, Biloxi, Mississippi 39530; to **Michael A. Hanzman, Esquire**, HANZMAN GILBERT, LLP, 2525 Ponce de Leon Boulevard, Suite 700, Coral Gables, Florida 33134; to **Paul Huck, Esquire and Dean C. Colson, Esquire**, COLSON HICKS EIDSON, 255 Aragon Avenue, Second Floor, Coral Gables, Florida 33134; to **Jason S. Miller, Esquire**, *Counsel for Flagstar Bank*, ADORNO & YOSS, LLP, 2525 Ponce de Leon Boulevard, Suite 400, Coral Gables, Florida 33134; to **Mark A. Basurto, Esquire and Charles Evans Glausier, Esquire**, *Attorneys for Gulf Island Beach and Tennis Club Condominium Association, Inc.*, BUSH ROSS, P.A., Post Office Box 3913, Tampa, Florida 33601-3913; and to **Valerie Tompkins**,

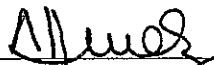
*Counsel for Doris Tompkins, Investor/Lender in DB Biloxi II, LLC; for Paula Tompkins, as Investor/Lender in DB Biloxi I, LLC; and for Valerie Tompkins, as Investor/Lender in DB Biloxi, LLC, DB Biloxi II, LLC and DB Biloxi III, LLC, Redlands Ranch, LLC and DB Simpsonville, LLC, LAW OFFICES OF VALERIE TOMPKINS, 12865 West Dixie Highway, Second Floor, North Miami, Florida 33161; to J. Michael Coleman, Esquire, Attorneys for Plaintiff, COLEMAN HAZZARD & TAYLOR P.A., 2640 Golden Gate Parkway, Suite 304, Naples, Florida 34105; to C. Richard Mancini, Esquire and/or Eugene H. Smith, Esquire, Counsel for Percentage Interest Borrowers listed below<sup>1</sup>, HENDERSON, FRANKLIN, STARNES & HOLT, P.A., 3451 Bonita Bay*

<sup>1</sup> Percentage Interest Borrowers: LMJ Family Investments, L.L.C., as to an undivided 0.71 4% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Lesage, Inc., as to an undivided 0.143% interest; Payande, LLC, as to an undivided 0.114% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as a Custodian of the Douglass Kniskern IRA, ad to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.71 4% interest; Coconut Grove Bank, as Custodian of the Patricia Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Aldington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Gove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr., Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 1.286% interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest; Coconut Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank as Custodian of the James Miller IRA, as to an undivided 0.71 4% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff RIO IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as

Boulevard, Suite 206, Bonita Springs, Florida 34134-4354; and to **Warren Russell Ross, Esquire**, *Counsel for the Preserve at Windward Condominium Association, Inc.*, WOTITZKY, WOTITZKY, ROSS & TUTTLE, P.A., 223 Taylor Street, Punta Gorda, Florida 33950.

Respectfully submitted,

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

By:   
\_\_\_\_\_  
JAMES D. GASSENHEIMER  
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ARIADNA HERNANDEZ  
Florida Bar No. 020953  
E-Mail: [ahernandez@bergersingerman.com](mailto:ahernandez@bergersingerman.com)

cc: The Honorable Thomas Wilson, Jr. *(via Hand-Delivery)*  
Michael Goldberg, Esq., as Receiver *(via e-mail)*  
The Investor(s)/Lender(s) Group *(via e-mail)*  
Posted to the Berman Mortgage Website

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Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins to an undivided 2.429% interest; Coconut Grove Bank as custodian of the Dale Content IRA, as to an undivided 0.071%; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank, as Trustee of the Ira Hershman IRA, as to an undivided 0.714% interest; and Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest.



IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
CHARLOTTE COUNTY, FLORIDA CIVIL ACTION

KENNETH D. GOODMAN, TRUSTEE

Plaintiff,

CASE NO.: 07-2492-CA

M.A.M.C. WINDWARD, LLC, a Florida  
limited liability company, et al

Defendants.

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STIPULATION FOR DISMISSAL

Plaintiff, Kenneth D. Goodman, Trustee and moving Defendants, LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Lesage, Inc., as to an undivided 0.143% interest; Payande, LLC, as to an undivided 0.114% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as a Custodian of the Douglass Kniskern IRA, ad to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA as to an undivided 1.071% interest; Coconut Grove Bank, as



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through their undersigned counsel, stipulate that the differences between them have been resolved and respectfully move that this cause be dismissed with prejudice as to the moving Defendants, identified in the Complaint as Percentage Interest Borrowers. The parties to this stipulation further stipulate that each shall bear their own costs and attorney's fees.

HENDERSON, FRANKLIN, STARNES &  
HOLT

Attorneys for Defendants, Percentage  
Interest Borrowers

Bonita Bay Executive Center I  
3451 Bonita Bay Blvd., Suite 206  
Bonita Springs, FL 34134  
239.344.1100  
239.344.1548 (facsimile)

By: \_\_\_\_\_

C. Richard Mancini, Esq.  
Florida Bar No.: 0149837

Dated: \_\_\_\_\_

COLEMAN, HAZZARD, & TAYLOR, P.A.

Attorneys for Plaintiff

2640 Golden Gate Parkway, Suite 304  
Naples, Florida 34105-3220  
239-298.5200

By:  \_\_\_\_\_

Michael Coleman, Esq.  
Florida Bar No.: 606618

Dated: 2-20-09 \_\_\_\_\_

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
CHARLOTTE COUNTY, FLORIDA CIVIL ACTION

KENNETH D. GOODMAN, TRUSTEE

Plaintiff,

CASE NO.: 07-2492-CA

M.A.M.C. WINDWARD, LLC, a Florida  
limited liability company, et al ,

Defendants.

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**FINAL ORDER GRANTING STIPULATED DISMISSAL**

THIS CAUSE coming on for hearing on stipulation of counsel for the respective parties and the Court being otherwise fully advised in the premises, it is hereby

**ORDERED AND ADJUDGED** that Defendants, LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Lesage, Inc., as to an undivided 0.143% interest; Payande, LLC, as to an undivided 0.114% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremier IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as a Custodian of the Douglass Kniskern IRA, ad to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest;

Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Patricia Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Adlington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr., Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David

Thompson IRA, as to an undivided 1.286% interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest; Coconut Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank as Custodian of the James Miller IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert I. Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins to an undivided 2.429% interest; Coconut Grove Bank as custodian of the Dale Content IRA, as to an undivided 0.071%; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank,

as Trustee of the Ira Hershman IRA, as to an undivided 0.714% interest; Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest; are dismissed with prejudice; each party is to bear its own costs and attorney's fees.

DONE AND ORDERED at Punta Gorda, Charlotte County, Florida, this \_\_\_\_ day of February 2009.

\_\_\_\_\_  
HONORABLE Keith Kyle  
Circuit Court Judge

Pursuant to Rule 1.080, service of the foregoing Order has been made by U.S. Mail this \_\_\_\_ day of February 2009, upon:

J. Michael Coleman, Esq.  
C. Richard Mancini, Esq.  
James Gassenheimer, Esq.  
Scott K. Peterson, Esq.

By: \_\_\_\_\_  
Judicial Assistant