

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,

v.

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

Defendant.

THE ORIGINAL  
FILED ON:

JAN 5 '10

IN THE OFFICE OF  
CIRCUIT COURT DADE CO. FL

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, REDLANDS RANCH HOLDINGS, LLC,  
a Florida Limited Liability Company, DB CARROLL  
STREET, LLC, a Florida Limited  
Liability Company,

Relief Defendants.

**RECEIVER'S MOTION TO EXPAND RECEIVERSHIP TO INCLUDE  
ADDITIONAL RELIEF DEFENDANT MAMC SOUTHCHASE, LLC**

Michael I. Goldberg, as State Court Appointed Receiver over Defendants Dana J. Berman  
("Berman"), Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB

BERGER SINGERMAN  
2073984-1 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

Atlanta LLC, et al., by and through undersigned counsel, hereby files this Motion to Expand Receivership to Include Additional Relief Defendant MAMC SOUTHCHASE, LLC ("MAMC Southchase") 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 the Court. Among the Receivership Defendants is M.A.M.C. Incorporated, a loan service provider.

2. In the Receivership Order, Judge Wilson specifically states that all receivership assets, which includes the assets belonging to the Defendants and Relief Defendants, are subject to the exclusive jurisdiction of Judge Wilson in the Circuit Court of the Eleventh Judicial Circuit, and such assets shall be under 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. The Receiver was also authorized to investigate the manner in which the affairs of the Receivership Defendants were conducted and to institute actions on behalf of the Receivership Defendants as deemed necessary by the Receiver to collect funds or assets wrongfully misappropriated from the Receivership Defendants:

The Receiver is hereby authorized and specifically has standing to institute, defend, compromise or adjust such actions or proceedings in

state or federal courts now pending and hereafter instituted, as may in his discretion by advisable or proper for the protection of the Receivership Assets or proceeds thereof, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal courts as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets and/or on behalf of the Receivership Defendants.

Receivership Order, ¶ 21 (emphasis added).

4. The Receivership Order identified 18 Relief Defendants. However, the list of Relief Defendants should be expanded to include MAMC Southchase, LLC as it holds title to receivership assets.<sup>1</sup>

5. M.A.M.C. Incorporated serviced a loan from investors assembled by Berman Mortgage Corporation totaling over \$2.37 Million in principal to Southchase Commerce Center, LLC, which loan was secured by a mortgage on the Property described in Exhibit A hereto (the "Property").

6. Southchase Commerce Center, LLC defaulted on the loan and the M.A.M.C. Lenders foreclosed on the Property in a case styled: *M.A.M.C. Inc. vs. Southchase Commerce Center, LLC, Florida Ninth Judicial Circuit Case No. 07-CA-5869*.

7. Importantly, the Lenders assigned their interests in the credit bid to MAMC Southchase, LLC – a Florida limited liability company created by the Receiver on behalf of MAMC Incorporated to take title to the Property.

8. At the foreclosure sale of the Property, the M.A.M.C. Southchase, LLC was the successful bidder and acquired the Property. A copy of the Clerk's Certificate of Title is attached hereto as Exhibit A.

9. MAMC Southchase, LLC is clearly an asset of the Receivership, and thus should be subject to the Receivership and the Receivership Order. MAMC Southchase, LLC is managed by M.A.M.C. Incorporated, and further, created to take title to assets that were collateral for a loan serviced

<sup>1</sup> A relief defendant may either be a gratuitous beneficiary of the proceeds from the principal defendant's fraud or merely the custodian of the principal defendant's assets. *See, e.g., CFTC v. Hanover Trading Co.*, 34 F. Supp. 2d 203, 207 (S.D.N.Y. 1999).

by M.A.M.C. Incorporated and funded by The Investor Group for whose benefit the Receivership is primarily established.

10. Bringing MAMC Southchase, LLC into the Receivership would provide the entity the benefit of the stay created by the Receivership Order the Receiver to monetize the Property for the benefit of the investors.

11. Consequently, and in line with the Receivership Order, inclusion of MAMC Southchase, LLC into the Receivership proceedings as Relief Defendants "is both necessary and appropriate in this matter in order to prevent further waste and dissipation of the assets of the Defendants and Relief Defendants, to the detriment of its investors." Receivership Order, ¶ 3.

**WHEREFORE**, the Receiver moves this Court for entry of an Order Expanding the Receivership to Include Additional Relief Defendant MAMC Southchase, LLC, and any other relief deemed necessary by this Court.

Respectfully submitted,

**BERGER SINGERMAN**

*Attorneys for Receiver, Michael Goldberg*

1000 Wachovia Financial Centre

200 South Biscayne Boulevard

Miami, Florida 33131

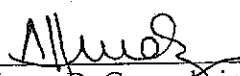
Direct Line: (305) 714-4383

Telephone: (305) 755-9500

Facsimile: (305) 714-4340

E-Mail: [jgassenheimer@bergersingerman.com](mailto:jgassenheimer@bergersingerman.com)

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

  
James D. Gassenheimer

Florida Bar No. 959987

Ariadna Hernandez

Florida Bar No. 020953

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by first-class pre-paid U.S. Mail on this **5th day of January, 2010**, to the attached service list.

Respectfully submitted,

**BERGER SINGERMAN**

*Attorneys for Receiver, Michael Goldberg*

1000 Wachovia Financial Center

200 South Biscayne Boulevard

Miami, Florida 33131

Phone: (305) 755-9500 / Fax: (305) 714-4340

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

  
JAMES D. GASSENHEIMER

Florida Bar No. 959987

E-Mail: [jgassenheimer@bergersingerman.com](mailto:jgassenheimer@bergersingerman.com)

ARIADNA HERNANDEZ

Florida Bar No. 020953

E-Mail: [ahernandez@bergersingerman.com](mailto:ahernandez@bergersingerman.com)

**SERVICE LIST**

**Cristina Saenz**  
**Assistant General Counsel**  
STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION  
401 N.W. 2<sup>nd</sup> Avenue, Suite N-708  
Miami, FL 33128

**Alan M. Sandler, Esquire**  
*Counsel for Joel and Deborah Sokol,  
Darlene Levasser, Robert Dzimidas IRA,  
Lawrence Meyer IRA, Lawrence Meyer Roth IRA  
Mary Joe Meyer SD IRA, Mary Joe Meyer Roth  
IRA*  
SANDLER & SANDLER  
117 Aragon Avenue  
Coral Gables, FL 33134

**Allan A. Joseph, Esquire**  
*Special Counsel for The Receiver*  
DAVID AND JOSEPH, P.L.  
1001 Brickell Bay Drive, Suite 2002  
Miami, Florida 33131

**Jason S. Miller, Esquire**  
*Counsel for Flagstar Bank*  
ADORNO & YOSS, LLP  
2525 Ponce de Leon Boulevard, Suite 400  
Coral Gables, Florida 33134

**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, FL 33134

**Paul Huck, Esquire**  
**Dean C. Colson, Esquire**  
COLSON HICKS EIDSON  
255 Aragon Avenue, Second Floor  
Coral Gables, FL 33134

**Ms. Tamara G. Chaskes, Esquire**  
COCONUT GROVE BANK  
2701 South Bayshore Drive  
Miami, FL 33133

cc: The Honorable Jerald Bagley (*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

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

CASE NO. 07-CA-5869

M.A.M.C., INC., a Florida corporation, as the  
Servicing Agent and Attorney in Fact  
Assembling a Group of Lenders Assembled by  
and through BERMAN MORTGAGE  
CORPORATION, a Florida corporation,

Plaintiff,

vs.

SOUTHCHASE COMMERCE CENTER,  
LLC, a Florida limited liability company, et al.,

Defendants.

DOC # 20090729080 B: 9976 P: 8694

12/16/2009 11:03:38 AM Page 1 of 5  
Rec Fee: \$0.00 Doc Type: D  
Deed Doc Tax: \$0.70  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha D. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: CLERK OF COURT - CIVIL



CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that she executed and filed a Certificate of Sale in this action on November 24, 2009, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following real and personal property in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

was sold to the Plaintiff, M.A.M.C. SOUTH CHASE LLC, FEIN 26 431 6988, 2401 Douglas Road, Coral Gables, FL 33145, pursuant to the Assignment of Bid dated August 17, 2009:

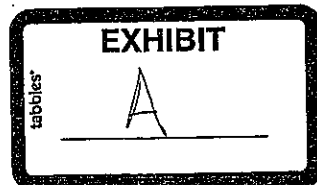
WITNESS my hand and the seal of the Court this 15 day of ~~November~~ <sup>December</sup>, 2009.

LYDIA GARDNER  
Clerk of the Court

By: Stephanie Sablan



{01397882;2}

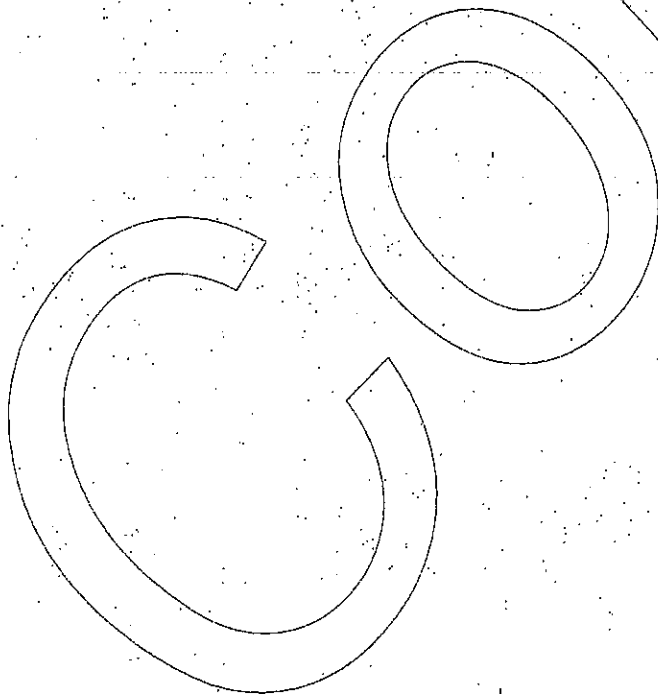


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Certificate of Title has been furnished by U.S. Mail, postage pre-paid, this 15 day of <sup>December</sup> ~~November~~, 2009, to: Megan Costa DeVault, Esquire, Akerman Senterfitt, P.O. Box 231, Orlando, FL 32802; James C. Cunningham, Jr., Esquire, Berger Singerman, 200 South Biscayne Boulevard, Suite 1000, Miami, FL 33131; James D. Gassenheimer, Esquire, Berger Singerman, 200 South Biscayne Boulevard, Suite 1000, Miami, FL 33131; Aliette D. Rodz, Esquire, Shutts & Bowen, LLP, 1500 Miami Center, 201 S. Biscayne Boulevard, Miami, FL 33131; Harold E. Patricoff, Jr., Esquire, Shutts & Bowen, LLP, 1500 Miami Center, 201 S. Biscayne Boulevard, Miami, FL 33131; Brian M. Mark, Esquire, Brian M. Mark, P.A., 104 North Church Street, Kissimmee, FL 34741; Daniel J. Rose, Esquire, Daniel J. Rose, P.A., 323 NE 6<sup>th</sup> Avenue, Delray Beach, FL 33483; and Jason D. Lazarus, Esquire, Holland & Knight LLP, 222 Lakeview Avenue, Suite 1000, West Palm Beach, FL 33401.

LYDIA GARDNER  
Clerk of the Court

By: *Amyne A. Alshin*  
Deputy Clerk





# EXHIBIT A

## Legal Description:

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, HOME DEPOT - SOUTH ORLANDO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BALCOMBE ROAD SOUTH, AS DEPICTED ON THE PLAT OF SOUTHCHASE PHASE IA, PARCELS 14 AND 15, AS RECORDED IN PLAT BOOK 40, PAGES 132 THROUGH 138 OF SAID PUBLIC RECORDS, AND ALSO LYING ON A CURVE SI CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 06° 31' 48", AN ARC LENGTH OF 117.96 FEET, A CHORD LENGTH OF 117.90 FEET AND A CHORD BEARING OF SOUTH 10° 04' 12" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 13° 19' 35" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 779.37 FEET TO A POINT LYING ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 417, (EASTERN BELTWAY - SOUTHERN CONNECTOR), AS PER THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SECTION, 75301-6445-451; THENCE RUN ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 61° 56' 16" WEST, 17.94 FEET; NORTH 77° 32' 13" WEST, 101.98 FEET; NORTH 65° 04' 53" WEST, 903.500.10 FEET NORTH 23° 46' 23" EAST 45.00 FEET, NORTH 65° 42' 22" WEST 550.02 104 FEET, NORTH

46° 56' 13" WEST, 105.95 FEET; NORTH 68° 30' 36" WEST, 132.27 FEET; NORTH 00° 03' 59" WEST, 240.90 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 1, HOME DEPOT-SOUTH ORLANDO; THENCE, DEPARTING SAID NORTHERLY LIMITED ACCESS, RIGHT-OF-WAY LINE, RUN NORTH 89° 46' 28" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, HOME DEPOT-SOUTH ORLANDO, 1052.64 FEET TO THE POINT OF BEGINNING TOGETHER WITH THE FOLLOWING EASEMENT PARCELS:

Easement Parcel A:

Easements established under the Declaration of Reciprocal Easements, Rights and Construction and Maintenance Covenants for Stormwater Drainage and Retention Recorded June 23, 1998 in Book 5509, Page 4105; First Amendment recorded April 2, 1999 in Book 5718, Page 4197, Public Records of Orange County, Florida.

Easement Parcel B:

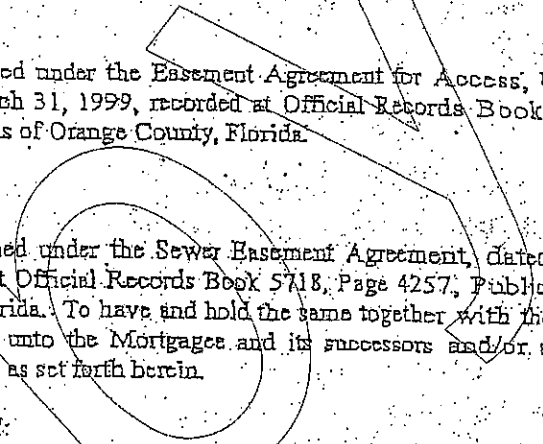
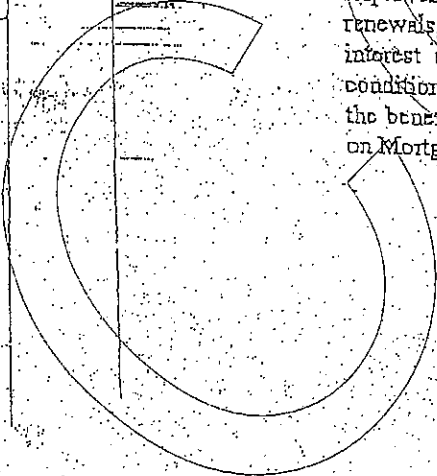
Easements established under the Easement Agreement for Access, Utilities and Signage, dated March 31, 1999, recorded at Official Records Book 5718, Page 4240, Public Records of Orange County, Florida.

Easement Parcel C:

Easements established under the Sewer Easement Agreement, dated March 31, 1999, recorded in at Official Records Book 5718, Page 4257, Public Records of Orange County, Florida. To have and hold the same together with the tenements, and appurtenances, unto the Mortgagee and its successors and/or assigns with mortgage covenants as set forth herein.

TOGETHER WITH:

A. all buildings, structures, improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, vehicles and other personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, and replacements to any of the foregoing; and all of the right, title and interest of Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on Mortgagor's behalf;



B. all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise) to any of the property hereinabove described or any part thereof, or to any appurtenance thereto, and all proceeds of any sales or other dispositions of any of the property hereinabove described or any part thereof;

C. all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the mortgaged property, together with all security therefore and all moneys payable there under, provided, however, the foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases; and last

D. all goods, now located on or used in the development of the Property, including but not limited to: (i) all property, equipment and fixtures affixed to or located on the Property which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land; (ii) all articles of personal property and all materials delivered to the Property for the use and operation of said Property or for use in any construction being conducted thereon, and owned by Mortgagor; (iii) any and all rights and benefits of Mortgagor relating to the Property, including, but not limited to, contracts, agreements, promises or bargains with and any building permits or licenses issued or to be issued by any governmental entity of any type, whether federal, state, a municipal or otherwise, any utility company (whether subject to governmental regulation or not), any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company or any person, other than Mortgagee, financing the acquisition, operation, leasing, sale or other disposition or use of the Property or any part thereof, together with

Parcel Identification number 27-24-29-0000-00-001.