

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

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

Plaintiff,

vs.

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

Defendants,

and,

DB ATLANTA, LLC, a Florida limited liability  
company, et al.,

Relief Defendants

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**RECEIVER'S APPLICATION TO APPROVE THE RETENTION OF  
THE LAW FIRM OF BERGER SINGERMAN, P.A. AS COUNSEL  
TO THE RECEIVER NUNC PRO TUNC TO DECEMBER 11, 2007**

Receiver Michael I. Goldberg, Esquire, ("Receiver"), moves this court to approve the retention of the law firm of Berger Singerman, P.A. as counsel to the Receiver, *NUNC PRO TUNC* to December 11, 2007, and as grounds in support thereof, states as follows:

1. On December 11, 2007, Plaintiff filed its Complaint for Temporary and Permanent Injunction and Appointment of Receiver against the Defendants and Relief Defendants.

2. On December 11, 2007, a Temporary Injunction and Agreed Order appointing Michael I. Goldberg, Esquire as Receiver was entered by the Court. A true and correct copy of

**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 Temporary Injunction and Agreed Order appointing Receiver ("the Order") is attached hereto as **Exhibit "A"** and incorporated by reference. The Order authorized the Receiver to retain professionals.

3. The Court ordered Michael I. Goldberg, Esquire, appointed Receiver for the Relief Defendants to take and have possession of all receivership assets, take possession and control over all receivership assets (as defined in paragraph 3 of the Order) and act with full power to preserve and defend property of the Relief Defendants. See Exhibit "A."

4. The Receiver hereby requests the Court authorize the retention of the law firm of Berger Singerman, P.A. to assist the Receiver to discharge his responsibilities as provided in the Order.

5. Further the Receiver requests authorization from the Court to pay the law firm of Berger Singerman, P.A. its reasonable fee for services in accordance with the terms of the Order.

6. Berger Singerman, P.A. has substantial experience representing receivers and trustees and is qualified to act as counsel for the Receiver. Additionally, prior to the commencement of the instant Receivership, Berger Singerman represented certain of the defendants and Relief Defendants in this case. Berger Singerman attorneys have substantial familiarity with the business and affairs of certain of the Defendants and Relief Defendants. In addition, James Gassenheimer, now a shareholder of Berger Singerman, represented certain of the Defendants and Relief Defendants before joining Berger Singerman on December 17, 2007. Mr. Gassenheimer too has substantial knowledge of and familiarity with the business and affairs of certain of the Defendants and certain of the Relief Defendants. This experience and familiarity has already been immensely helpful to the Receiver and has made the transition into the

Receivership as smooth and efficient as is possible under the circumstances. By authorizing the continued retention of Berger Singerman, the Receivership estate will continue to enjoy the benefits of the efficiency provided by the services of Berger Singerman.

7. To the best of the Receiver's knowledge Berger Singerman, P.A. does not hold or represent any interest adverse to the Relief Defendants on any matters to which Berger Singerman, P.A. is to be engaged. An affidavit further disclosing prior involvement of these lawyers with the Defendants and Relief Defendants is attached as Exhibit B.

**WHEREFORE**, the Receiver respectfully requests the Court enter an Order approving the employment of the law firm of Berger Singerman P.A. as counsel for the receiver in this case *nunc pro tunc* to December 11, 2007 , and for all and such further relief as the Court may deem necessary and proper under the circumstances.

Respectfully submitted,

BERGER SINGERMAN  
200 South Biscayne Boulevard  
Suite 1000  
Miami, Florida 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340

BY: \_\_\_\_\_

JAMES D. GASSENHEIMER  
Florida Bar No. 959987


**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by Facsimile and U.S. Mail on this 29<sup>th</sup> <sup>30</sup> day of **January 2008**, 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 Amid Companies and Amedia Family Investors*, DAVID AND JOSEPH, P.L., 1001 Brickell Avenue, Suite 2002, Miami, Florida 33131; to **Bruce Scheinberg, Esquire**, *Counsel for Jay Rothlein*, THE SOUTH BAY CLUB, 800 West Avenue, Suite C-1, Miami Beach, Florida 33139; and 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.

Respectfully submitted,

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

  
JAMES D. GASSENHEIMER

946331-1

IN THE CIRCUIT COURT OF THE ELEVENTH 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,

Defendants,

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,  
WATERSIDE 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.

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CERTIFICATION ON LAST PAGE  
MARTIN BOWEN, CLERK

EXHIBIT

"A"

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TEMPORARY INJUNCTION AND AGREED ORDER  
APPOINTING RECEIVER

This cause having come before the Court upon the State of Florida, Office of Financial Regulation's Complaint for a Temporary and Permanent Injunction and Appointment of a Receiver, and, after having reviewed the Complaint and Answer thereto filed by the Defendants and the Relief Defendants, and being otherwise advised in these premises, and further having heard of the agreement of the Parties, the Court does hereby:

**ORDER AND ADJUDGE** as follows:

1. It appears to the Court that an emergency exists in that the Defendants, Berman Mortgage Corporation ("Berman Mortgage"), M.A.M.C. Incorporated ("M.A.M.C."), and Dana J. Berman ("Berman") (collectively "Defendants"), and DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC, Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, who are defendants solely for purposes of equitable relief (the "Relief Defendants"), have violated and may continue to violate state securities laws and state mortgage lender laws in connection with the placement and servicing of mortgage loans which have been placed with investors who invested approximately \$192 million.

2. The Court is also concerned, and the evidence tendered to the Court shows that there is an imminent danger that the property of the Defendants and Relief

Defendants may be further dissipated and/or commingled if a Temporary Injunction and the appointment of a receiver is not issued.

3. 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, credits 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 personal, tangible and intangible, of whatever kind and description, wherever situated of the Defendants, Berman Mortgage and M.A.M.C., and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order. The Receiver shall file an inventory of the "Receivership Assets" within sixty (60) days of the entry of this Agreed Order.

4. The Court further finds that a temporary injunction shall be entered against all of the Defendants and Relief Defendants, and a Receiver appointed for Defendants, Berman Mortgage and M.A.M.C., and all Relief Defendants to prevent immediate and irreparable injury to the investors who have entrusted over \$192,000,000 to the Defendants and Relief Defendants.

5. Immediate and irreparable injury will result to numerous investors if, as alleged by Plaintiff in its Complaint, the Defendants' representatives are allowed to

IN WITNESS WHEREOF  
I, CLERK OF COURT,  
DO HEREBY SIGN AND SEAL  
THIS 15th DAY OF FEBRUARY, 2009

transfer or commingle any assets(s) acquired with investor funds; or if the Defendants' and Relief Defendants' financial information is disturbed in any way which would have the effect of frustrating examination by the Court or the receiver. Any such injury would diminish the ability of the Defendants and Relief Defendants to satisfy an order of restitution or effect any rescission.

6. The Court has determined that it is probable that the Plaintiff would prevail on the claims and that the Plaintiff has no adequate remedy at law.

7. The appointment of a Receiver 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.

8. The State of Florida, Office of Financial Regulation is the agency charged, pursuant to Chapters 494 and 517, Florida Statutes, to protect the public from the illegal acts of mortgage brokerage and mortgage lending businesses and securities dealers and securities issuers, and the Court is therefore, waiving the bond requirement in this matter.

9. The Court finds that Plaintiff has a clear legal right to a statutory injunction as provided by Sections 494.0013 and 517.191, Florida Statutes.

**IT IS FURTHER ORDERED AND ADJUDGED:**

10. M.A.M.C., its officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with it, are hereby restrained and enjoined from the following acts:

A. Any and all violations of sections 494.0025 (4)(a), (b), (c) and (5), and 494.0072(2)(c), (f), (g) and (h), Florida Statutes;



B. Continuing to service loans for others in violation of Section 494.00721, Florida Statutes;

C. Co-mingling of investor funds in violation of 494.0076(1)(a)2, Florida Statutes.

11. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Selling or offering to sell an unregistered security in this state, without first registering the security with the Office of Financial Regulation, in violation of section 517.07, Florida Statutes;

B. Selling or offering to sell any securities in or from offices in this state, or selling securities to persons in this state from offices outside this state, by mail or otherwise, without first being registered as a dealer, associated person, or issuer with the Office of Financial Regulation, in violation of section 517.12, Florida Statutes;

12. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Dissipating, selling, conveying, alienating, divesting themselves of, withdrawing, pledging as security, transferring, assigning, giving away, or in any manner whatsoever disposing of any of the monies or assets, including checking accounts, savings accounts, money market accounts, certificates of deposit, or any deposit of cash,

securities or other things of value and any and all real property and improvements thereon, and any motor vehicle, vessel, aircraft, jewelry, art and any other personal property or other assets of any description, obtained with or derived directly or indirectly from any investor monies obtained by the Defendants from the placing and servicing of loans, mortgages, and investments, no matter how ownership or title is held, including, but not limited to, Berman Mortgage, M.A.M.C. and Berman, or in the names of any of the Relief Defendants, DB Atlanta, LLC, DB Durham LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Occanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

13. Michael I. Goldberg, whose telephone number is 954-463-2700, is appointed Receiver for Berman Mortgage Corporation, M.A.M.C. Incorporated, DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Occanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, and the Receivership Assets. The Receiver is hereby authorized to take and have possession of the Receivership Assets. The Receiver shall have complete and exclusive control, possession and custody of all Receivership Assets. The Receiver shall be vested with the usual powers and duties of equity receivers in like cases and is hereby authorized and

instructed to take possession of and control over the Defendants and Receivership Assets as defined herein, without any limitation of any kind as to his general duties.

14. All persons, including Berman Mortgage and MAMC, (the "Receivership Defendants"), all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank, brokerage company, or other financial or depository institution holding accounts for or on behalf of the Receivership Defendants shall promptly deliver to the Receiver all Receivership Assets in the possession or control of any one or more of them, and shall promptly surrender all books and records of any kind pertaining to the Receivership Defendants. This paragraph shall specifically apply to any and all depository and/or brokerage accounts held on behalf of the Receivership Defendants.

15. All persons, including the Receivership Defendants, and all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are stayed from:

(a) Commencing, continuing or enforcing any suit or proceeding against the Receiver or the Receivership Assets, except with the prior permission of the Court;

(b) Using self-help or executing or issuing or causing the execution or

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issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property owned by or in the possession of the Receivership Assets or the Receiver, wherever situated;

(c) Attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement with any of the Receivership Assets or any entity controlled by them.

(d) Doing any act or thing whatsoever to interfere with the taking control, possession, or management, by the Receiver of the Receivership Assets and asset owned, controlled or in the possession of the entity in receivership, or to in any way interfere with or harass the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Assets; and,

(e) Causing the issuance of a subpoena on the Receiver, except with the prior permission of the Court.

16. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service and/or any private delivery/messenger service to forward delivery of any mail addressed to the Receivership Defendants, or any company or entity under the direction or control of the Receivership Defendants, to the Receiver. The Receiver is also authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims or any other purpose authorized by this Order.

17. The Receiver is further authorized to make such ordinary and necessary

payments, distributions, and disbursements and 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, including the authority to endorse all checks and drafts now or hereafter made payable to the Receivership Defendants.

18. Until further Order of the Court, this Order prohibits the prosecution of any civil action or other proceeding or the enforcement of any judgments against the Receivership Defendants.

19. The Receiver is hereby authorized to employ, without further order of the Court, such employees, accountants, and attorneys, consultants, investigators, and other professionals ("Outside Professionals") as is necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets, including entities 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.

20. The Receiver is hereby authorized to receive and collect any and all sums of money due and owing to the Receivership Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses, satisfy such liabilities, and make such disbursements as are deemed, in his discretion, necessary and proper for the collection, preservation, maintenance and operation of the

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Receivership Assets. The Receiver may abandon Receivership assets to duly perfected secured or lien creditors, if after due investigation and notice to parties in interest, he determines that either the Receivership Defendants have no equity in such asset(s) or such asset(s) are burdensome to the estate or are of inconsequential value and harmful to the Receivership estate. Further, the Receiver shall maintain appropriate insurance for the Receivership assets, their premises and/or locations, if appropriate in the Receiver's sole discretion.

21. 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 be 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.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any action or proceeding due to the doctrine of in pari delicto. In addition, the Receiver is further empowered and authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including, but not limited to, fraudulent conveyances and other claims and causes of action of the Receivership Defendants.

The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

22. Any and all attorney(ies), accountants and any and all other professionals handling any matter for the Receivership Defendants shall cooperate with the Receiver and deliver all files, including attorney/client privileged communications and documents and all work product to the Receiver at his direction, notwithstanding any claim of a retaining lien which, if valid, is not extinguished by the delivery of the documents.

Further, Berman Mortgage Corporation, M.A.M.C. Incorporated, Dana J. Berman, the Relief Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with the Receiver and comply with the Receiver's request(s) for information, records and documentation so that the Receiver may perform his duties with full information and knowledge.

23. The Receiver and his retained personnel or professionals are entitled to reasonable compensation and expense reimbursement out of the Receivership Assets. The Receiver is authorized to pay from the receivership estate's funds eighty percent (80%) of the ordinary and reasonable fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professionals. The remaining twenty percent (20%) of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professionals, including the holdback.

24. The Receiver and his attorneys and his agents are entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for their own good faith compliance with any order, rule law, judgment, or decree. In no event shall the Receiver or his attorneys or his agents be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, attorney, or agent for

Receiver, nor shall the Receiver or his attorney or his agents be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act, as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. The Receiver and his attorneys and his agents shall be indemnified and held harmless out of the Receivership Assets for all costs and expenses, including reasonable attorney's fees, incurred as a result of such actions. The Receiver and his attorneys and his agents may rely on, and shall be protected in acting upon, any resolution, certificate, statement, opinion, report, notice, consent, order, or other paper or documents believed to be genuine and to have been signed or presented by the proper party or parties. The Receiver may consult with legal, financial, or accounting advisors for any action taken or omitted to be taken by it in accordance with the advice thereof. Persons dealing with the Receiver shall only look to the receivership Assets to satisfy any liability, and neither the Receiver nor his attorneys or his agents or professionals shall have any personal liability to satisfy any such obligation.

25. From time to time, upon the application of the Receiver, the Court may amend or reissue this Order.

26. The Receiver shall not be required to post any bond.

**IT IS FURTHER ORDERED:**

27. That this Court shall retain jurisdiction of this action for all purposes.

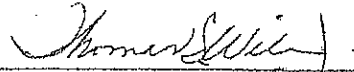
28. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with notice to the Receivership Defendants named in this action for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Order.

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MADE AND FILED  
THIS 12TH DAY OF 2008



IT IS FURTHER ORDERED that this Order will remain in effect until and unless modified by further Order of this Court.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, on this 11 day of December 2007.



CIRCUIT COURT JUDGE

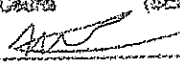
THOMAS S. WILSON, JR.

Copies furnished to:  
Alan L. Goldberg, Chief Restructuring Officer, M.A.M.C.  
Dana J. Berman  
Daren A. Schwartz  
Michael I. Goldberg, Esquire, Receiver  
Cristina Saenz, Assistant General Counsel, Office of Financial Regulation

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and correct copy of the original on file in this office 12/11 AD 2007

HARVEY FLVIN, CLERK  
Circuit and County Courts (SEAL)

Deputy Clerk 



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,

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  
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HOLDINGS II, LLC**, a Florida Limited Liability  
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Company, **DBDS BISCAYNE PARK, LLC**, a  
Florida Limited Liability Company, **DB  
CARROLL STREET, LLC**, a Florida Limited  
Liability Company,

EXHIBIT

"B"

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

Relief Defendants.

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**DECLARATION OF PAUL STEVEN SINGERMAN ON BEHALF OF BERGER SINGERMAN, P.A. AND JAMES D. GASSENHEIMER ON BEHALF OF JAMES D. GASSENHEIMER, P.A., IN SUPPORT OF THE RECEIVER'S APPLICATION TO APPROVE THE RETENTION OF BERGER SINGERMAN, P.A. AS COUNSEL TO THE RECEIVER *NUNC PRO TUNC* TO DECEMBER 11, 2007**

Paul Steven Singerman, being duly sworn, deposes and says:

1. I am a shareholder of the law firm Berger Singerman, P.A. ("Berger Singerman"). Our firm maintains offices for the practice of law at 200 South Biscayne Boulevard, Suite 1000, Miami, Florida 33131; 350 East Las Olas Boulevard, Suite 1000, Ft. Lauderdale, Florida 33301; 2650 North Military Trail, Suite 240, Boca Raton, FL 33431-7391; and 125 South Gadsden Street, Suite 300, Tallahassee, Florida 32301. I am familiar with the matters set forth herein and make this declaration in support of RECEIVER'S APPLICATION TO APPROVE THE RETENTION OF THE LAW FIRM OF BERGER SINGERMAN, P.A., *NUNC PRO TUNC* TO DECEMBER 11, (the "Motion").

2. In support of the Motion, I disclose the following:

a. Unless otherwise stated, this Declaration is based upon facts of which I have personal knowledge. Where information was provided by James Gassenheimer it is so indicated and he joins in this declaration to attest to those facts.

b. On March 14, 2007, Berger Singerman was retained to represent M.A.M.C. Incorporated as loan servicer for a group of approximately 640 investors who had participated in certain lending opportunities.

c. When Berger Singerman was first retained in this matter I reviewed a list of investors in the MAMC Incorporated serviced loans (hereinafter "The Investors"). I compared

the information on such list with the information contained in our law firm's client and adverse party conflict check system. This Declaration discloses the relationship between lawyers in our law firm and The Investors and Dana Berman, the principal of M.A.M.C. Incorporated and based on the results of my review of our firm's conflict check index system. Specifically, I have caused to be conducted (i) a computer search of our firm's records in respect of The Investors; and (ii) disseminated a written request for information to all of the attorneys in our firm regarding connections to the Investors and Dana Berman. Based upon such search, our firm does not represent any individual or entity in a matter that would constitute a conflict of interest. Because Berger Singerman (formerly Berger Davis & Singerman, P.A. and previously Berger & Davis, P.A.) has been in existence since 1985 and does not maintain computerized records of all cases during those years, it is impossible to state with certainty whether the firm has ever represented any existing Investor or Dana Berman.

3. Berger Singerman's client and adverse party conflicts check system is comprised of records regularly maintained in the course of business of the firm and it is the regular practice of the firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining this information. I am one of the persons who is responsible for the supervision of the department of our firm which keeps this system up-to-date, and I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

4. A search of our firm's conflicts check system revealed no matter, which constitutes any conflict of interest.

5. On December 11<sup>th</sup> 2007 Michael Goldberg was appointed as Receiver over certain of the entities Berger Singerman and James D. Gassenheimer P.A. had represented. The Receivership extends over M.A.M.C. Incorporated and Berman Mortgage Corporation and a number of entities controlled by Dana Berman to which the M.A.M.C. Incorporated Investors made loans. The Receiver represents, in large part, the same interests Berger Singerman previously represented directly. The Receiver retained Berger Singerman to represent him in his capacity as Receiver for the benefit of the Defendants and Relief Defendants.

6. The Following disclosures are made with respect to prior representations.

a. Berger Singerman has represented M.A.M.C. Incorporated from March 14, 2007, in various matters relating to its restructuring. M.A.M.C. Incorporated is indebted to Berger Singerman P.A. in the amount of \$73,314.23 for these legal services and it intends to seek to be paid from the Receivership Estate.

b. James Gassenheimer, now a shareholder with Berger Singerman, is a personal friend of Dana Berman, the principal in the Defendants and Relief Defendants in this case.

c. James D. Gassenheimer P.A. has represented and continues at Berger Singerman to represent M.A.M.C Incorporated and the Investors in mortgage foreclosure actions and bankruptcy litigation. A list of the projects for which prior or current representation has or is occurring is provided below. Where the Investors are indebted to James D. Gassenheimer, P.A. for fees and costs an amount is so indicated. The litigation involves or involved the following borrowers:

(i) Longwood Office Park (resolved)

- (ii) 515 Seabreeze (resolved)
- (iii) On The Bay Yacht Club (resolved)
- (iv) 903 Duval Street (resolved). The James D. Gassenheimer, P.A.,  
receivable is \$7,996.70, for legal fees and costs advanced.
- (v) Florida Sports Dance Federation of America. The James D.  
Gassenheimer, P.A., receivable is \$24,482.54, for legal fees and costs advanced.
- (vi) Cape Haze Windward Partners LLC (resolved).
- (vii) Cape Charlotte investment Trust Foreclosure.
- (viii) DB Tampa Foreclosure by M.A.M.C. Incorporated.
- (ix) Melendez Foreclosure. The James D. Gassenheimer, P.A.,  
receivable is \$15,348.97, for legal fees and costs advanced.
- (x) Southchase Commerce Park LLC. The James D. Gassenheimer,  
P.A., receivable is \$11,264.20, for legal fees and costs advanced.
- (xi) Gulf Island Resort LP.
- (xiii) Top Two Development LLC (resolved). (This included  
representation of co-lender AHIFO-4, LLC through the entry of a Judgment.  
Thereafter, Berger Singerman, PA represented the Investors and the Kluger,  
Peretz law firm represented AHIFO-4, LLC.
- (xiv) Bayview Apartments LLC. (Resolved) The James D.  
Gassenheimer, P.A., receivable is \$79,665.66, for legal fees and costs advanced.
- (xv) Brickell Bay at the Four Ambassadors LLC. The James D.  
Gassenheimer, P.A., receivable is \$57,142.63, for legal fees and costs advanced.

(xvi) University Commons of Durham (resolved).

(xvii) Bella Vista. The James D. Gassenheimer, P.A., receivable is \$16,371.30, for legal fees and costs advanced.

d. James D. Gassenheimer has represented some of Dana Berman's development entities in the past as follows:

(i) Litigation with various purchasers of units at NH II which resulted from the inability of the developer to obtain permits for docks.

(ii) Litigation on behalf of NH III with Terrabank over bad checks.

(iii) Litigation with the seller of the land now owned by DBDS Melbourne, LLC and DBDS Vero LLC for specific performance of a purchase and sales contract.

(iv) Litigation with the successor condominium association, Bay Court Condominium on behalf of NH II.

(v) Litigation brought by contractors Downwright and Edward Don and Company, against DB Islamorada.

(vi) Litigation brought by a mezzanine financier, Financial Markets, and a lender Myers, against DBDS Melbourne LLC, prior to that entity filing bankruptcy. This representation ended when the DBDS Melbourne LLC, entity retained bankruptcy counsel and new litigation counsel.

(vii) Represented BMCLS Atlanta, LLC and Berman Mortgage Corporation in a lawsuit filed by a broker M.R. Beal.

(viii) Represented DB Biloxi, DB Biloxi II and DB Biloxi III in insurance litigation with Landmark Insurance. Robert Parks was subsequently retained to handle the case on a contingency fee basis. The James D. Gassenheimer, P.A., receivable is \$40,107.30, in attorneys fees and costs advanced in this matter.

(ix) Litigation adverse to M.A.M.C Incorporated and The Investors in a lender liability lawsuit filed by Ibex Cheoah I LLC.

(x) Litigation adverse to Oceanside Acquisitions, LLC in lawsuits for specific performance of purchase and sales contracts brought by Abajian, Patterson, Cunningham, Hinton and Latona and to quiet title brought by Alex Bistricher and Gulf Island Resort, LP.

(xi) Litigation adverse to DBKN Gulf, Inc. brought by Alex Bistricher and Gulf Island Resort, LP to quiet title..

e. James Gassenheimer represents Dana Berman in his divorce matter with his former wife. The remaining issue in that case is a custody dispute which he will continue to handle through his P.A., and not through Berger Singerman.

7. In addition to the foregoing, Berger Singerman may have performed services in the past and may perform services in the future, in matters unrelated to this case, for persons who are Investors here. Berger Singerman is retained in cases, proceedings and transactions involving many different parties, some of whom may represent or be employed by The Investors. Berger Singerman does not perform services for any such person in connection with this case, or



have any relationship with any such person, their attorneys or accountants that would be adverse to The Investors or the Defendants in the Receivership.

8. Berger Singerman submits that none of the foregoing representations or connections constitutes any conflict of interest or in any way impairs its ability to undertake the representation of the Receiver in this case.

9. Neither I nor our firm has or will represent any other entity in connection with these cases, and neither I nor our firm will accept any fee from any other party or parties in these cases, unless authorized by the Court.

10. The professional fees and costs incurred by Berger Singerman in the course of its representation shall be subject to court approval.

11. The current hourly rates for the attorneys at Berger Singerman range from \$210.00 to \$510.00. The current hourly rates of Paul Steven Singerman, Robert Barron and James Gassenheimer, the shareholder level attorneys who will be principally responsible for Berger Singerman's representation, are \$510.00, \$450.00 and \$390.00, respectively. The current hourly rates for the associate attorneys who may work on these cases range from \$210.00 to \$350.00. The current hourly rates for the legal assistants and paralegals at Berger Singerman range from \$75.00 to \$170.00.

12. In the normal course of business, Berger Singerman revises its regular hourly rates on or about the first day of January each year.

13. There is no agreement of any nature, other than the shareholder agreement of Berger Singerman, as to the sharing of any compensation to be paid to the firm. No promises

have been received by Berger Singerman nor any member, or associate thereof, as to the compensation in connection with these cases.

14. No attorney in our firm holds a direct equity interest in the Defendants or Relief Defendants including stock or stock warrants, or has a right to acquire such an interest.

15. No attorney in our firm is or has served as an officer, director or employee of the Defendants or Relief Defendants within the two years before the Petition Date.

16. No attorney in our firm is in control of the Defendants or Relief Defendants or is a relative of a general partner or director or person in control of the Defendants or Relief Defendants. E. Harold Gassenheimer is an employee of M.A.M.C. Incorporated, and is the father of James Gassenheimer. Harold Gassenheimer is one of The Investors.

17. No attorney in our firm is a general or limited partner of a partnership in which the Defendants or the Relief Defendants are also a general or limited partner.

18. No attorney in our firm is or has served as an officer, director or employee of a financial advisor that has been engaged by the Defendants or Relief Defendants in connection with the offer, sale or issuance of a security of the Defendants and Relief Defendants, within two years before the Receivership.

19. No attorney in our firm has any other interest, direct or indirect, that may be affected by the proposed representation.

20. Except as set forth herein, no attorney in our firm has had or presently has any material connection with the captioned Defendants and Relief Defendants, any other party in interest or their respective attorneys and accountants except that our law firm, and our attorneys (i) may have appeared in the past, and may appear in the future, in other cases in which one or

more of said parties may be involved; and (ii) may represent or may have represented certain of the Defendant or Relief Defendant's' creditors in matters unrelated to these cases.

21. Subject to the Court's approval of the Application, Berger Singerman will charge for its services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date services are rendered. Berger Singerman will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of legal services described above by category and nature of the services rendered.

22. This concludes my declaration.

FURTHER AFFIANT SAYETH NAUGHT.

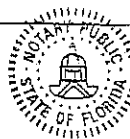
PAUL STEVEN SINGERMAN, VICE  
PRESIDENT FOR BERGER SINGERMAN, P.A.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn to and subscribed before me this 30<sup>th</sup> day of January 2008, by PAUL STEVEN SINGERMAN, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

  
Notary Public, State of Florida

My commission expires:

 ~~Carmen Moore~~  
Commission # DD347170  
Expires: AUG. 27, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

