

EXHIBIT 15

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. 12-034123 (07)

P & S ASSOCIATES GENERAL
PARTNERSHIP, etc. et al.,

Plaintiffs,

vs.

STEVEN JACOB, et al.

Defendants.

SECOND AFFIDAVIT OF PHILIP VON KAHLE

STATE OF FLORIDA)
 SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Philip Von Kahle, who
deposes and states:

1. I, Philip Von Kahle, am above the legal age of majority and am otherwise
competent to make this affidavit. I make this affidavit of my own personal knowledge, except
where otherwise indicated.

2. On June 26, 2014, I, as the Conservator of S&P Associates, General Partnership,
and P&S Associates General Partnership (the "Conservator"), Sullivan, and Michael D. Sullivan
& Assoc. ("MDS") entered into a settlement agreement (the "Settlement Agreement").

3. Among other provision, the Settlement Agreement provided that Sullivan and
("MDS") would agree to entry of a judgment against them (the "Consent Judgment"). Further,
the Settlement Agreement provided that the Plaintiffs would not record the Consent Judgment in
the public records before April 1, 2015.

4. On July 28, 2014, the Court conducted an in-camera-review of the Settlement Agreement (the "July 28th Review"). At the July 28th Review, which Sullivan attended, the Court reviewed the terms of the Settlement Agreement and entered an Order approving the Settlement Agreement.

5. On December 9, 2014, the Court executed the Consent Judgment against Sullivan and MDS.

6. After entry of the Consent Judgment the Plaintiffs did not take any actions to record the Consent Judgment in the public records. Instead, through no fault of the Plaintiffs, it appears the Broward County Clerk of the Court's office recorded the Consent Judgment in the Broward Public Records.

7. On February 16, 2015, Sullivan filed a motion to enforce the Settlement Agreement, alleging that we violated the terms of the Settlement Agreement by recording the Judgment before April, 2015. A true and correct copy of the aforementioned Motion is attached hereto as **Exhibit "1"**.

8. To resolve the issues concerning the Motion to Enforce the Settlement Agreement, we agreed to file a satisfaction of judgment as it relates to the previously recorded judgment, because we could not otherwise remove the Consent Judgment from the Broward County Public Records. In exchange for our agreement to satisfy the Consent Judgment, Sullivan and his counsel agreed to the execution of a second consent judgment, which would be recorded on or after April 1, 2015.

9. On March 10, 2015, I executed a satisfaction of judgment and provided a copy of the satisfaction of judgment to my attorneys. My attorneys were directed to hold the satisfaction of judgment in escrow until after the Court entered a Second Consent Judgment.

10. Thereafter, on March 11, 2015, the Court entered substantially contemporaneously a satisfaction of the Consent Judgment and a Second Consent Judgment. A true and correct copy of the Second Consent Judgment is attached hereto as **Exhibit "2"**.

11. On March 13, 2015, after I was provided a copy of the Second Consent Judgment, I authorized the recording of the satisfaction of judgment, which was recorded that day. I did not intend to release Sullivan from any of his obligations under the settlement agreement or Second Consent Judgment when I authorized the recording of the satisfaction of judgment.

12. Shortly after the satisfaction of judgment was recorded, a Second Consent Judgment was filed in the Broward County Public Records. **Exhibit "3"**. As of the date of this declaration the Second Consent Judgment remains unsatisfied.

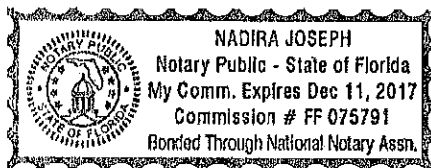
FURTHER AFFIANT SAYETH NAUGHT.



PHILIP VON KAHLE

STATE OF FLORIDA)
).SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14th day of February, 2017 by Philip Von Kahle who is personally known to me or has produced as identification _____ and did/did not take an oath.



Name: Nadira Joseph
(Notary Public)
(Affix Seal Below)

**IN THE CIRCUIT COURT FOR THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY FLORIDA**

PHILIP J. VON KAHLE, et al,)	CASE NO. 12-034123 (07)
Plaintiffs,)	COMPLEX LITIGATION UNIT
v.)	
)	
MICHAEL D. SULLIVAN,)	
Defendant.)	
_____	/	

DEFENDANT’S MOTION TO ENFORCE SETTLEMENT

COMES NOW, the Defendant, MICHAEL SULLIVAN (hereinafter “Defendant”), by and through its undersigned attorney, and hereby files this Motion to Dismiss/Enforce the Settlement and states as follows:

1. On June 25, 2014, the Plaintiff and Defendant executed a Confidential Settlement Agreement.
2. Defendant has fulfilled and stands ready, willing and able to perform any and all obligations imposed on Defendant pursuant to the Settlement Agreement.
3. On July 28, 2014, counsel for Plaintiff and Defendant announced the settlement to this Court and the Court approved said settlement.
4. On December 30, 2014 Plaintiff either intentionally or negligently allowed the Final Judgment to be recorded in the Broward County Official Records and that such recording is contrary to the Settlement Agreement and violates the Settlement Agreement terms and conditions causing Defendant damages and incursion of attorney’s fees to bring this motion. (See Attached).
5. Notwithstanding the above and multiple telephone calls and emails to Plaintiff’s counsel to remove the Final Judgment from the official records, Plaintiff’s

counsel has refused to do so. It is clear that Plaintiff's actions were a spiteful retaliation to Defendant's prior Motion to Enforce.

6. Defendant's counsel has operated under the oral representation of Plaintiff's counsel almost from the inception of these proceedings that Defendant would be released and the execution of the Settlement Agreement was to be the fulfillment of that representation. In fact, Defendant has given a sworn statement and delivered documents to Plaintiff's counsel in accordance with the terms of the settlement and that discovery and trial preparation was terminated based on the settlement of the parties.

7. Defendant is entitled to entry of a court order enforcing the Settlement Agreement and an award of attorneys' fees and costs for the execution of this motion.

MEMORANDUM OF LAW

As a general matter, "[s]ettlement agreements are highly favored" and policy favors "enforce[ing] such agreement whenever possible. Where the parties have agreed to the essential terms of a settlement, it will be enforced." State Farm Mut. Auto. Inc. Co. v. InterAmerican Car Rental, Inc., 781 So.2d 500, 502 (Fla. 3d DCA 2001) (citations omitted). In that regard, a party may move to enforce a settlement agreement that has not been complied with by another party to the agreement. See e.g. Spiegel v. H. Allen Holmes, Inc., 834 So.2d 295, 298 (Fla. 4th DCA 2002). In ruling on such a motion, the court may consider evidence provided at the hearing and award attorneys' fees to the movant. *Id.* (Holding that "[a]s the defendant was forced to file a motion... and participate in an evidentiary hearing to enforce the settlement agreement, it is entitled to attorney's fees."). Where the evidence reflects that there was a meeting of the minds to form an agreement,

such as in this matter, the court will enforce the agreement. Id. at 297; State Farm, 781 So.2d at 502 (citation omitted).

In this matter, the parties have executed the Settlement Agreement; however, the Plaintiff has failed to comply therewith. As such, the Defendant has been forced to file this motion to enforce the Settlement Agreement and/or continue the pending trial.

WHEREFORE, the Defendant respectfully requests that this Honorable Court grant its Motion to Dismiss/Enforce Settlement and award attorneys' fees and costs for the execution of this motion.

By: /s/ Harry Winderman
HARRY WINDERMAN, ESQ.
Florida Bar No.: 0209562
Counsel for Defendant SULLIVAN
One Boca Place, Suite 218A
2255 Glades Road
Boca Raton, Florida 33431-7392
Telephone Number: (561) 241-0332
Facsimile Number: (561) 241-5266
Harry4334@hotmail.com

**** FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 12/19/2014 2:38:32 PM.****

From:

12/18/2014 10:56

#863 P.002/005

IN THE CIRCUIT COURT FOR THE
SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY,
FLORIDA

PHILIP J. VON KAHLE, as Conservator of
P&S Associates, General Partnership and
S&P Associates, General Partnership

Case No. 12-034123 (07)
Complex Litigation Unit

THIS IS NOT AN OFFICIAL COPY

Plaintiffs,

vs.
MICHAEL D. SULLIVAN, et al.

Defendants.

FINAL JUDGMENT BY CONSENT AGAINST MICHAEL D. SULLIVAN

Philip J. von Kahle (the "Conservator"), as Conservator for P&S Associates, General Partnership ("P&S") and S&P Associates, General Partnership ("S&P") (together, the "Partnerships" and with the Conservator, the "Plaintiffs") and Michael D. Sullivan ("Sullivan" or "Defendant") have agreed to a resolution of the above-styled lawsuit, solely between the Plaintiffs and Sullivan, on the terms set forth below. The Court has considered the record, noting the voluntary agreement of the parties, and determined that good cause exists to enter this Final Judgment in the manner set forth below. All parties consenting hereto,

IT IS ORDERED AND ADJUDGED as follows:

A. Final judgment is entered in favor of the Plaintiffs and solely against the Defendant, Michael D. Sullivan, 2590 NE 41st St Fort Lauderdale, FL 3330 in the total amount of \$50,000.00, for which let execution issue.

B. The amounts awarded in this judgment shall bear interest at the statutory rate of 4.75% per year, for which let execution issue.

C. For all sums awarded herein, let execution issue forthwith.

From.

12/18/2014 18:58

#963 P.003/005

D. Each party is to bear its own attorneys' fees and costs.

E. Nothing in this Order is intended to or shall be construed to reflect any admission or determination of the truth of any factual or legal allegation asserted by the Plaintiffs in this

lawsuit through the Complaint or otherwise, which allegations the Defendant specifically deny.

F. By consenting to the entry of this Order, the Defendant irrevocably waives any right to challenge the relief granted by this Order through appeal or otherwise.

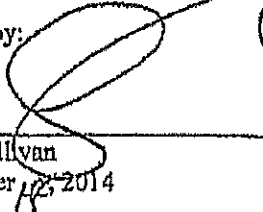
G. Entry of this Final Judgment does not impact the rights or defenses of any other defendant in this action. Nor does entry of this Final Judgment act as a dismissal or release of any defendant in this action.

H. Entry of this Final Judgment does not impact the rights of the parties or alter the terms of that certain settlement agreement entered into between the Conservator and Sullivan dated June 26, 2014 and approved by the Court on July 28, 2014.

DONE AND ORDERED this 19th day of December, 2014, at Broward County, Florida,


HONORABLE JEFFREY E. STREITFELD
Circuit Court Judge

Consented to by:



Michael D. Sullivan
Date: December 18, 2014

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing signature was acknowledged before me this 18 day of December, 2014, by Michael D. Sullivan who produced his driver's license or _____ as identification.

From:

12/10/2014 16:59

#963 P.004/005



Notary Public



[SIGNATURES CONTINUED ON THIRD PAGE]

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OFFICIAL COPY

From:

12/18/2014 15:59

#963 P.005/005

Consented to by:

HARRY WINDERMAN, ESQ.

Counsel for Sullivan

One Boca Place, Suite 218A

2255 Glades Road

Boca Raton, Florida 33431

Telephone: Phone: 561-241-0332

Fax: 561-241-5256

Email: harry.winderman@gmail.com

By: 

Harry Winderman, Esq.

Fla. Bar No. 0209562

Counsel for Defendant

Date: December 18, 2014

THIS IS NOT AN OFFICIAL COPY



Phil J. Von Kahle, solely in his capacity as
as Conservator for P&S Associates, General
Partnership ("P&S") and S&P Associates,
General Partnership ("S&P")
Date: December __, 2014

MESSANA, P.A.

Counsel for the Plaintiffs

401 East Las Olas Boulevard, Suite 1400

Fort Lauderdale, Florida 33301

Telephone: (954) 712-7400

Fax: (954) 712-7401

Email: tmessana@messana-law.com

By: 

Thomas M. Messana, Esq.

Florida Bar No. 991422

Date: December 18, 2014

IN THE CIRCUIT COURT FOR THE
SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY,
FLORIDA

PHILIP J. VON KAHLE, as Conservator of
P&S Associates, General Partnership and
S&P Associates, General Partnership

Case No. 12-034123 (07)
Complex Litigation Unit

Plaintiffs,

vs.

MICHAEL D. SULLIVAN, et al.,

Defendants.

INSTR # 112987988
Recorded 05/14/15 10:19:42 AM
Broward County Commission
Deputy Clerk 3370
#1, 3 Pages

FINAL JUDGMENT BY CONSENT AGAINST MICHAEL D. SULLIVAN

Philip J. von Kahle (the "Conservator"), as Conservator for P&S Associates, General Partnership ("P&S") and S&P Associates, General Partnership ("S&P") (together, the "Partnerships" and with the Conservator, the "Plaintiffs") and Michael D. Sullivan ("Sullivan" or "Defendant") have agreed to a resolution of the above-styled lawsuit, solely between the Plaintiffs and Sullivan, on the terms set forth below. The Court has considered the record, noting the voluntary agreement of the parties, and determined that good cause exists to enter this Final Judgment in the manner set forth below. All parties consenting hereto,

IT IS ORDERED AND ADJUDGED as follows:

A. Final judgment is entered in favor of the Plaintiffs and solely against the Defendant, Michael D. Sullivan, 2590 NE 41st St Fort Lauderdale, FL 3330 in the total amount of \$50,000.00, for which let execution issue.

B. The amounts awarded in this judgment shall bear interest at the statutory rate of 4.75% per year, for which let execution issue.

C. For all sums awarded herein, let execution issue forthwith.

D. Each party is to bear its own attorneys' fees and costs.

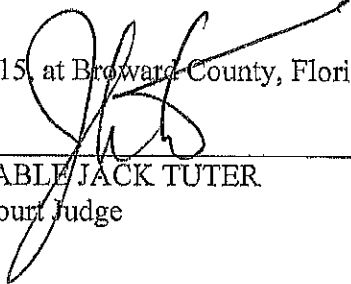
E. Nothing in this Order is intended to or shall be construed to reflect any admission or determination of the truth of any factual or legal allegation asserted by the Plaintiffs in this lawsuit through the Complaint or otherwise, which allegations the Defendant specifically deny.

F. By consenting to the entry of this Order, the Defendant irrevocably waives any right to challenge the relief granted by this Order through appeal or otherwise.

G. Entry of this Final Judgment does not impact the rights or defenses of any other defendant in this action. Nor does entry of this Final Judgment act as a dismissal or release of any defendant in this action.

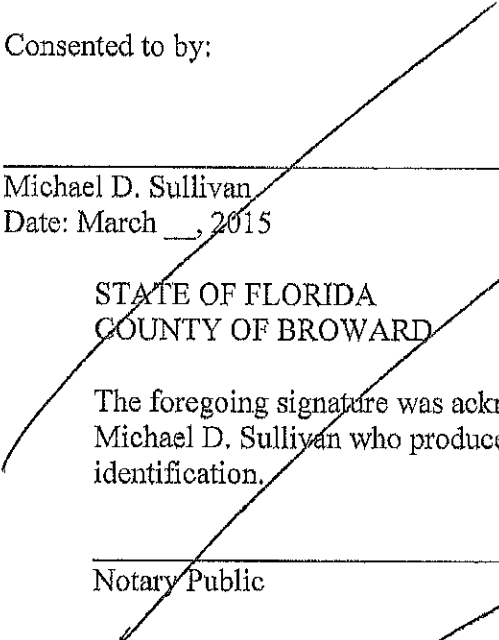
H. Entry of this Final Judgment does not impact the rights of the parties or alter the terms of that certain settlement agreement entered into between the Conservator and Sullivan dated June 26, 2014 and approved by the Court on July 28, 2014.

DONE AND ORDERED this 11 day of March, 2015, at Broward County, Florida.



HONORABLE JACK TUTER
Circuit Court Judge

Consented to by:



Michael D. Sullivan
Date: March __, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing signature was acknowledged before me this ___ day of March, 2015, by Michael D. Sullivan who produced his driver's license or _____ as identification.

Notary Public

[SIGNATURES CONTINUED ON THIRD PAGE] 

Consented to by:

HARRY WINDERMAN, ESQ.

Counsel for Sullivan

One Boca Place, Suite 218A

2255 Glades Road

Boca Raton, Florida 33431

Telephone Phone: 561-241-0832

Fax: 561-241-5265

Email: harry4314@hotmail.com


By: 

Harry Winderman, Esq.

Fla. Bar No. 0209562

Counsel for Defendant

Date: March __, 2015


Phil J. Von Kahle, solely in his capacity as
as Conservator for P&S Associates, General
Partnership ("P&S") and S&P Associates,
General Partnership ("S&P")

Date: March 12, 2015

MESSANA, P.A.

Counsel for the Plaintiffs

401 East Las Olas Boulevard, Suite 1400

Fort Lauderdale, Florida 33301

Telephone: (954) 712-7400

Fax: (954) 712-7401

Email: tmessana@messana-law.com

By: 

Thomas M. Messana, Esq.

Florida Bar No. 991422

Date: March 16th 2015

IN THE CIRCUIT COURT FOR THE
SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY,
FLORIDA

PHILIP J. VON KAHLE, as Conservator of
P&S Associates, General Partnership and
S&P Associates, General Partnership

Case No. 12-034123 (07)
Complex Litigation Unit

Plaintiffs,

vs.

MICHAEL D. SULLIVAN, et al.,

Defendants.

_____ /

FINAL JUDGMENT BY CONSENT AGAINST MICHAEL D. SULLIVAN

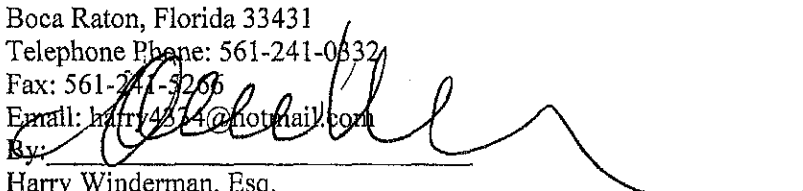
Philip J. von Kahle (the "Conservator"), as Conservator for P&S Associates, General Partnership ("P&S") and S&P Associates, General Partnership ("S&P") (together, the "Partnerships" and with the Conservator, the "Plaintiffs") and Michael D. Sullivan ("Sullivan" or "Defendant) have agreed to a resolution of the above-styled lawsuit, solely between the Plaintiffs and Sullivan, on the terms set forth below. The Court has considered the record, noting the voluntary agreement of the parties, and determined that good cause exists to enter this Final Judgment in the manner set forth below. All parties consenting hereto,

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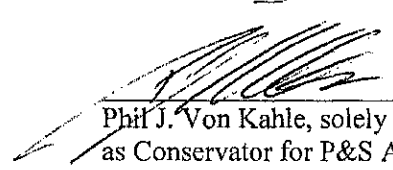
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- B. The amounts awarded in this judgment shall bear interest at the statutory rate of 4.75% per year, for which let execution issue.
- C. For all sums awarded herein, let execution issue forthwith.
- D. Each party is to bear its own attorneys' fees and costs.

Consented to by:

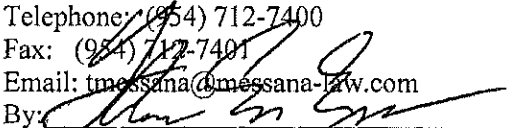
HARRY WINDERMAN, ESQ.

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Fax: 561-241-3266
Email: harry4234@hotmail.com
By: 

Harry Winderman, Esq.
Fla. Bar No. 0209562
Counsel for Defendant
Date: March __, 2015


Phil J. Von Kahle, solely in his capacity as
as Conservator for P&S Associates, General
Partnership ("P&S") and S&P Associates,
General Partnership ("S&P")
Date: March 12, 2015

MESSANA, P.A.

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By: 

Thomas M. Messana, Esq.
Florida Bar No. 991422
Date: March 16, 2015