IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA CASE NO: 12-34121(07) CASE NO: 12-34121(07) Complex Litigation Unit Plaintiffs, vs. JANET A. HOOKER CHARITABLE TRUST, et al, Defendants.

DEFENDANTS JUDDS' RENEWED AND SUPPLEMENTAL MOTION TO COMPEL AND FOR SANCTIONS

Defendants Judds Renew and Supplement their Motion to Compel Discovery and would

respectfully show:

1. From the very outset of this litigation and throughout the course of these proceedings,

Plaintiffs have consistently resisted and tried to frustrate discovery.¹

2. In Plaintiffs' Response to Defendants Judds' First Request for Production (Exhibit A

attached hereto), Plaintiffs stated:

Plaintiffs investigation of the facts relevant to the instant matter is in its initial stages and review of documents in their possession is still in its initial phases. It is therefore not possible to provide complete productions at this juncture...

<u>Plaintiffs will not organize</u> or select documents for Defendants and <u>Plaintiffs will not attempt to indicate in any way which documents (if</u> <u>any) respond to any particular inquiry</u>, but shall produce all documents in the manner in which they are and have been maintained in the ordinary course of Plaintiffs' business and/or in the manner such documents have been stored in the ordinary course of business [emphasis added].

¹ Defendants Judd were not deemed to have been served until March 2014 because the court quashed a falsely verified purported return of service and counsel then agreed to accept service.

- Defendants Judds' Third Interrogatories were served on July 11, 2014 (Exhibit B hereto). It consisted of six interrogatories (Nos. 12 to 17).
- Defendants Judd also served their Third Request for Production (Exhibit C hereto) on July 11, 2014. This consisted of two requests – Nos. 5 and 6 (that included all audit reports and tax returns of S&P from 2000 through 2008.)
- At first, Plaintiffs simply <u>ignored</u> both the Third Interrogatories and Third Request for Production.
- 6. At the hearing on August 18, 2014, Plaintiffs' counsel Hyman verbally complained to the Court that Plaintiffs should not have to respond to further discovery from the Judds because Plaintiffs were only seeking \$80,000.00 (See Exhibit D hereto). The Court denied this request. He was directed to respond within 15 days, the amount of time which Hyman requested.
- 7. On or about August 25, 2014, Plaintiffs advised counsel for Defendants that the mediator for the court ordered mediation on Friday August 29th would be Mike Christensen and not be Howard Tescher. This was contrary to what Plaintiffs and the Court had told Defendants' counsel at the hearing on June 16, 2014. (Exhibit E attached hereto).
- 8. On Thursday, August 28th, Defendants' counsel went to the conservator's office with Philip Schechter, CPA to look at documents that were to be produced. These were to include audit reports and tax returns. Counsel and Mr. Shechter were taken to the conference room where there were three large file boxes. After more than 2 ¹/₂ hours counsel advised a staff member that the boxes did not contain any audit reports or tax returns. The staff member responded that no tax returns had been requested.
- 9. After counsel showed the staff member the Request for Production, counsel and Mr. Schechter were taken to a large storage room filled with large storage boxes on shelves and were told that six of the large boxes had tax returns.

- 10. By this time it was nearly 4:30 pm too late to start going through six large boxes. None of the boxes produced earlier had any of the documents requested and those contained many papers for the years 1993 to 2000 that had not been requested.
- 11. The staff member mentioned that he had tax returns on a computer disc and handed a copy to Mr. Shechter. In all, the wasted time cost Defendants Judd \$1,312.50 (see Exhibit F attached hereto).
- 12. On Friday morning, August 29th, Defendants' counsel and Valerie Judd appeared for mediation. At the hearing on August 18, 2014, the court authorized Valerie Judd to appear for <u>both</u> Defendants Judd (Exhibit G hereto).
- 13. At the mediation the parties agreed that Plaintiffs would settle their claim for \$15,000 with the understanding that Valerie would provide sworn Financial Statements and the most recent tax returns by Friday September 5, 2014 and Plaintiffs would have until Wednesday September 10th to review the statements.
- 14. In accordance with the agreement, on the afternoon of the mediation on Friday August 29th, Plaintiffs' counsel Weber emailed the form financial statements to Defendants' counsel (Exhibit H hereto).
- 15. In an email dated September 1, 2014 (Labor Day), Plaintiffs' counsel Hyman acknowledged the "tentative settlement" and asked for an extension until Friday September 5th to respond to the discovery because of the "tentative" settlement (reached at mediation on Friday August 29, 2014). See Exhibit I hereto.
- 16. An hour later, Plaintiffs' co-counsel Weber then tried to deny that any "tentative" settlement or otherwise had been reached. Not only was this was inconsistent with Hyman's email and Weber's own email of August 29th in which he had sent Financial Statement Forms immediately following the mediation (Exhibit J hereto) but is

inconsistent with the representations made by Plaintiffs' more senior counsel Samuels to

the Court on Wednesday, September 3rd, in which Samuels stated:

MR. SAMUELS: In terms of the Judds, Mr. Kreeger's client, we are awaiting some additional documentation from the Judds post-mediation that may enhance the possibility of getting that case resolved. We're going to be receiving those documents from the Judds through Mr. Kreeger on Friday. We are going to know by Wednesday of next week whether or not the case is going to settle through the mediation process, which, for lack of a better term, I'd say reached an impasse but is still open. So that's where we are with the Judds.

<u>Transcript of September 3, 2014 Hearing</u>, page 19, lines 7-17 (emphasis added) (Exhibit K attached hereto).

MR. SAMUELS: He said that it impassed at mediation, and I didn't think it had.

Transcript of September 3, 2014 Hearing, page 21, lines 15-16 (Exhibit L).

- 17. Although, on September 5th, in accordance with the agreement of August 29th, and Samuels' statement to the Court, Defendants Judd emailed sworn Financial Statements on the forms sent by Plaintiffs' counsel Weber along with their most recent tax returns, Plaintiffs did not respond on September 10th as Plaintiffs' counsel Samuels had acknowledged to the Court that Plaintiffs had promised to do.
- 18. Plaintiffs also continued to ignore Defendants Judd's outstanding requests for discovery and chose to let Plaintiffs' counsel Weber assert that he did not believe the notarized signature of James Judd was really James Judd's signature. (There are in excess of six emails from Plaintiffs' counsel Weber refusing to accept the notarized signature of James Judd and emails starting with September 10, 2014 in which he began to demand that an entire sworn Financial Statement (which would have contained the identical information)

be in James Judd's handwriting. These emails were marked and introduced at the hearing of October 7, 2014.

19. On September 16, 2014, for the first time, Plaintiffs served a purported "sworn" response to Defendants Judds Third Interrogatories in which the conservator gave the following identical sworn response to each of the five interrogatories:

Plaintiffs object to Interrogatory Number 12 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 12 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions and have permitted Defendants Judd to inspect S&P's books and records. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every other defendant in this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

There is serious question as to whether this is a good faith response. The same response was given for each of the interrogatories. (See Exhibit M attached hereto). Plaintiffs reiterated the same objection to Defendants' discovery that the court had rejected on August 18th.

- 20. Not only was this purported response over 30 days late (and 14 days after the Court had directed to respond on August 18th) but the total number of interrogatories propounded by Defendants Judd were well under the sixty interrogatories that two Defendants would be entitled to propound. Also, to date, Plaintiffs' have not even answered 30 of the interrogatories propounded.
- 21. After refusing to make any reasonable attempt to produce the documents requested, on September 19, 2014, Plaintiffs have now produced a list of over 5,000 pages (Exhibit N hereto).
- 22. Only <u>after</u> Defendants Judd served their Motion to Enforce the Settlement on September23, 2014 did Plaintiffs' counsel Samuels send his email of September 24th in which he

claimed for the first time that the sworn financial statement provided on September 5th and to which he had acknowledged to the Court that Plaintiffs had an obligation to respond to by September 10th was not acceptable. He now claimed that the sworn financial statement which Defendants Judd provided on September 5th "showed more assets than Plaintiffs were led to believe Defendants had at the mediation." (Exhibit O hereto.) Parenthetically, Samuels did <u>not</u> attend the mediation.

- 23. Not only could this assertion have been made on September 10, 2014 as Plaintiffs and Mr. Samuels had agreed to do, but, to date, Plaintiffs have not given any indication of why they claim the statements show more assets.
- 24. Thus Plaintiffs:
 - Breached their representation to the Court that they would respond to the sworn Financials by September 10th when they clearly had all the financial information they needed to respond on September 5, 2014;
 - Plaintiffs still have failed to properly respond to Defendants Judds' discovery, and Third Set of Interrogatories in particular.
- 25. When Defendants Judd noticed the conservator for deposition on September 29, 2014, Plaintiffs responded that he "was not available."
 - Wherefore Defendants move for an order:
 - (a) compelling Plaintiffs to fully respond to Defendants Judd's Third Interrogatories and Third Request for Production;
 - (b) imposing appropriate sanctions, including payment of \$1,312.50 for the wasted time spent by Mr. Shechter, for failure to produce documents;
 - (c) compelling the conservator to appear for deposition; and

(d) requiring plaintiffs to provide defendants with specific detailed itemization of the items they consider to have shown more assets than had been represented

by Defendants forthwith.

Dated this 29th day of October, 2014.

s/ Julian H. Kreeger

JULIAN H. KREEGER, P.A. Florida Bar No. 098595 Attorneys for James and Valerie Judd Offices at Grand Bay Plaza 2665 S. Bayshore Drive, Suite 220-14 Miami, Florida 33133 Tel: (305) 373-3101 Fax: (305) 381-8734

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via

Electronic Mail upon Leonard Samuels, Esq. of BergerSingerman and counsel identified below

registered to receive electronic notifications and regular U.S. mail upon Pro Se parties this 29th

day of October, 2014 upon the following:

Counsel E-mail Address:

Ana Hesny, Esq. ah@assoulineberlowe.com; ena@assoulineberlowe.com Eric N. Assouline, Esq. ena@assoulineberlowe.com; ah@assoulineberlowe.com Annette M. Urena, Esq. aurena@dkdr.com; cmackey@dkdr.com; service-amu@dkdr.com Daniel W Matlow, Esq. dmatlow@danmatlow.com; assistant@danmatlow.com Debra D. Klingsberg, Esq. dklingsberg@huntgross.com Robert J. Hunt, Esq. bobhunt@huntgross.com Joanne Wilcomes, Esq. jwilcomes@mccarter.com Evan Frederick, Esq. efrederick@mccaberabin.com Etan Mark, Esq. emark@bergersingerman.com; drt@bergersingerman.com; lyun@bergersingerman.com Evan H Frederick, Esq. efrederick@mccaberabin.com; janet@mccaberabin.com; beth@mccaberabin.com B. Lieberman, Esq. blieberman@messana-law.com Jonathan Thomas Lieber, Esq. jlieber@dobinlaw.com Mariaelena Gayo-Guitian, Esq. mguitian@gjb-law.com Barry P. Gruher, Esq. bgruher@gjb-law.com William G. Salim, Jr., Esq. wsalim@mmsslaw.com Domenica Frasca, Esq. dfrasca@mayersohnlaw.com; service@mayersohnlaw.com Joseph P Klapholz, Esq. jklap@klapholzpa.com; dml@klapholzpa.com Joseph P. Klapholz, Esq. jklap@klapholzpa.com; dml@klapholzpa.com; Julian H Kreeger, Esq. juliankreeger@gmail.com L Andrew S Riccio, Esq. ena@assoulineberlowe.com; ah@assoulineberlowe.com

Leonard K. Samuels, Esq. lsamuels@bergersingerman.com; vleon@bergersingerman.com; drt@bergersingerman.com.

Marc S Dobin, Esq. service@dobinlaw.com; mdobin@dobinlaw.com;

Michael C Foster, Esq. mfoster@dkdr.com; cmackey@dkdr.com; kdominguez@dkdr.com

Michael Casey, Esq. mcasey666@gmail.com

Richard T. Woulfe, Esq. pleadings.RTW@bunnellwoulfe.com

Michael R. Casey, Esq. mcasey666@gmail.com

Brett Lieberman, Esq. blieberman@messana-law.com

Marc Dobin, Esq. service@dobinlaw.com

Peter Herman, Esq. PGH@trippscott.com

Robert J Hunt, Esq. bobhunt@huntgross.com; sharon@huntgross.com; eservice@huntgross.com

Ryon M Mccabe, Esq. rmccabe@mccaberabin.com; janet@mccaberabin.com; beth@mccaberabin.com

Steven D. Weber, Esq. sweber@bergersingerman.com; lwebster@bergersingerman.com; drt@bergersingerman.com

Thomas J. Goodwin, Esq. tgoodwin@mccarter.com; nwendt@mccarter.com; jwilcomes@mccarter.com

Thomas L Abrams, Esq. tabrams@tabramslaw.com; fcolumbo@tabramslaw.com

Thomas M. Messana, Esq. tmessana@messana-law.com; tmessana@bellsouth.net;

mwslawfirm@gmail.com

Zachary P Hyman, Esq. zhyman@bergersingerman.com; DRT@bergersingerman.com; clamb@bergersingerman.com.

s/ Julian H. Kreeger JULIAN H. KREEGER Filing # 13134815 Electronically Filed 04/30/2014 06:05:06 PM

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

Case No: 12-034121(07) Complex Litigation Unit

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

Plaintiffs.

vs.

JANET A. HOOKER CHARITABLE TRUST, et al.,

Defendants.

1

PLAINTIFFS' RESPONSE AND OBJECTIONS TO DEFENDANTS JAMES AND VALERIE JUDD'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO <u>PLAINTIFFS</u>

Plaintiffs, by and through the undersigned counsel, hereby respond and object to Defendants, James and Valerie Judd's ("Defendants") Request for Production of Documents to Plaintiff, pursuant to Rule 1.350 of the Florida Rules of Civil Procedure.

GENERAL OBJECTIONS

<u>General Objection 1</u>: Plaintiffs investigation of the facts relevant to the instant matter is in its initial stages and review of documents in their possession is still in its initial phases. It is therefore not possible to provide complete productions at this juncture. However, Plaintiffs will respond to Defendants' request for production while reserving the right to supplement their responses at a later time.

General Objection 2: Plaintiffs will not organize or select documents for Defendants and Plaintiffs will not attempt to indicate in any way which documents (if any) respond to any

5590325-1

EBERGER SINGERMAN

350 East Las Olas Blvd. | Suite 1000 | Fort Lauderdale. Florida 33301 1: 954-525-9900 | 1. 954-523-2872 | WWW.BERGERSINGERMAN.COM

2×. 4

particular inquiry, but shall produce all documents in the manner in which they are and have been maintained in the ordinary course of Plaintiffs' business and/or in the manner such documents have been stored in the ordinary course of business.

<u>General Objection 3</u>: To the extent that documents are protected by the Work Product or Attorney-Client Privilege, or any other applicable privilege law or rule, Plaintiffs object to their production. To the extent that documents are being withheld on the basis of privilege, Plaintiffs will produce a privilege log upon request and as soon as reasonably practicable.

<u>General Objection 4</u>: Plaintiffs' stated agreement to produce hereunder is not a representation that any such documents exist; rather, it is merely an indication that if such documents exist and are in the possession custody and/or control of Plaintiffs and are not privileged, they will be produced as indicated.

<u>General Objection 5</u>: It is possible that Plaintiffs will inadvertently produce a document that is otherwise privileged. Such inadvertent production is not intended to waive, alter or otherwise impact the privilege with respect to the particular document, with respect to the subject matter(s) reflected in the document and/or otherwise.

SPECIFIC OBJECTIONS AND RESPONSE TO REQUESTS FOR PRODUCTION

I. All statements relating to Defendants Judds' investment that were sent to Defendants James Judd and/or Valerie Judd.

<u>Response</u>: Subject to the General Objections above, Plaintiffs will produce nonprivileged documents responsive to this Request that are labeled as "statement" to the extent that they can be located and have not already been produced in response to another Request.

2. All correspondence, records of communications, cancelled checks and records of payments sent by S & P Associates to James Judd and/or Valerie Judd.

5590325-1

DEFENDANT JAMES AND VALERIE JUDD'S THIRD SET OF INTERROGATORIES TO PLAINTIFFS

12. Please state what accounting services were performed for S&P Associates each year from 2000 through 2008 by Ahearn Jasco Company and/or Michael J. Kuzy, CPA, including, but not limited to, auditing, preparation of U.S. Partnership Returns of Income Form 1065 and schedule K-1.

13. For each year from 2000 through 2008, state:

- a. How much money was invested by S&P Associates
 - i. with Bernard L. Madoff Investment Securities, LLC?
 - ii. with other investments?
- b. How much income was received by S&P Associates:
 - i. from Bernard L. Madoff Investment Securities, LLC?
 - ii. from other investments?
- c. How much money was distributed by S&P to Partners of S&P each quarter?
- d. How much money was re-invested by S&P Partners in S&P Capital?
- e. How much money was distributed to the General Partners of S&P?

14. When was the first date that Plaintiffs claim that S&P made distributions to certain S&P partners that were not made from S&P profits but from principal contributions of other partners; and state to whom such distributions were made, including the dates and amounts.

- 15. If Plaintiffs claim that S&P Associates perpetrated a "Ponzi" scheme and/or fraud, please state:
 - a. Whether you claim that it was a "Ponzi" scheme or fraud;

ςχ,

b. The date you claim that S&P Associates first perpetrated the "Ponzi" scheme or fraud and what facts support such claims;

- c. The amounts invested each year by S&P Associates with BLMIS;
- d. The amounts of payments received from BLMIS for each year from 1995 through 2008.
- e. The amounts of income received each year from BLMIS from 1995 2008;
- f. The amounts of income received each year from other investments made from 1995-2008.

- 16. State the names and addresses of each "net loser" of S&P and for each state:
 - a. The amount and date of their initial capital investment;
 - b. Whether they elected to receive quarterly distributions or chose to have their distributions reinvested as capital;
 - c. The date they received each payment and/or distribution and the amount;
 - d. The dates each were sent an Activity Statement and K-1 and the amount shown on each for the net realized gain and total realized balance for each for the ending capital account.
- 17. What actions and claims have been made by Plaintiffs, the status of each, and what recovery has been made:
 - a. Against Bernard L. Madoff Investment Securities, LLC;
 - b. Against Sullivan and his related entities; and
 - c. Against Powell and his related entities.

ACKNOWLEDGEMENT

By:	
Title:	

•

STA	TE OF)				
COU	NTY OF) SS:)				
	BEFORE	ME,	the	undersigned	authority,	personally	appeared
<u></u>				who, being	first duly swor	m, deposes and	states that
the an	swers to the fo	oregoing i	nterroga	tories are true and	l correct.		
	SWORN TC	AND S	UBSCRI	BED before me,	this day	of	, 2014,
,				, , , , , , , , , , , , , , , , , , , ,			

by _____, who is □ personally known to me, or □ has produced ______as identification.

Notary Public, State of Commission No.

My Commission Expires:

•

.

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

CASE NO: 12-34121(07)

Complex Litigation Unit

PHILIP J. VON KAHLE, as Conservator of P&S ASSOCIATES, GENERAL PARTNERSHIP, and S&P ASSOCIATES, GENERAL PARTNERSHIP,

Plaintiffs,

vs.

JANET A. HOOKER CHARITABLE TRUST, et al,

Defendants.

DEFENDANT JAMES AND VALERIE JUDD'S THIRD REQUEST FOR PRODUCTION TO PLAINTIFFS

Pursuant to Fla. R. Civ. P. 1.350, Defendants James and Valerie Judd (hereinafter

"Defendants Judd") request plaintiffs to produce the following:

- 5. All accounting, audit reports, and tax returns (including drafts) prepared for S&P Associates by Ahearn Jasco & Associates and/or Michael J. Kuzy, CPA for the years 2000 through 2008.
- 6. All accounting, audit reports, and tax returns (including drafts) prepared for S&P Associates for the years 2000 through 2008.

s/ Julian H. Kreeger JULIAN H. KREEGER, P.A. Florida Bar No. 098595 Attorneys for James & Valerie Judd Offices at Grand Bay Plaza 2665 Bayshore Drive Suite 220-14 Miami, Florida 33133 Telephone: 305-373-3101 Facsimile: 305-381-873

]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via Electronic Mail upon Leonard Samuels, Esq. of Berger Singerman and counsel identified below registered to receive electronic notifications, and regular U.S. mail upon Pro Se parties on this 11th day of July, 2014 upon the following:

Counsel	E-mail.address:
Ana Hesny, Esq.	ah@assoulineberlowe.com; ena@assoulineberlowe.com
Eric N. Assouline, Esq.	ena@assoulineberlowe.com; ah@assoulineberlowe.com
Annette M. Urena, Esq.	aurena@dkdr.com; cmackey@dkdr.com; service-amu@dkdr.com
Daniel W Matlow, Esq.	dmatlow@danmatlow.com; assistant@danmatlow.com
Debra D. Klingsberg, Esq.	dklingsberg@huntgross.com
Robert J. Hunt, Esq.	bobhunt@huntgross.com
Joanne Wilcomes, Esq.	jwilcomes@mccarter.com
Evan Frederick, Esq.	efrederick@mccaberabin.com
Etan Mark, Esg.	emark@bergersingerman.com; drt@bergersingerman.com;
	lyun@bergersingerman.com
Evan H Frederick, Esg.	efrederick@mccaberabin.com; janet@mccaberabin.com;
,	beth@mccaberabin.com
B. Lieberman, Esq.	blieberman@messana-law.com
Jonathan Thomas Lieber, Esq.	jlieber@dobinlaw.com
Mariaelena Gayo-Guitian, Esg.	
Barry P. Gruher, Esg.	bgruher@gjb-law.com
William G. Salim, Jr., Esq.	wsalim@mmsslaw.com
Domenica Frasca, Esq.	dfrasca@mayersohnlaw.com; service@mayersohnlaw.com
Joseph P. Klapholz, Esq.	jklap@klapholzpa.com; dml@klapholzpa.com
Julian H Kreeger, Esq.	juliankreeger@gmail.com
L Andrew S Riccio, Esq.	ena@assoulineberlowe.com; ah@assoulineberlowe.com
Leonard K. Samuels, Esq.	lsamuels@bergersingerman.com; vleon@bergersingerman.com;
	drt@bergersingerman.com
Marc S Dobin, Esq.	service@dobinlaw.com; mdobin@dobinlaw.com;
Michael C Foster, Esq.	mfoster@dkdr.com; cmackey@dkdr.com; kdominguez@dkdr.com
Michael Casey, Esq.	mcasey666@gmail.com
Richard T. Woulfe, Esq.	pleadings.RTW@bunnellwoulfe.com
Michael R. Casey, Esq.	mcasey666@gmail.com
Brett Lieberman, Esq.	blieberman@messana-law.com
Marc Dobin, Esq.	service@dobinlaw.com
Peter Herman, Esq.	PGH@trippscott.com
Robert J Hunt, Esq.	bobhunt@huntgross.com; sharon@huntgross.com; eservice@huntgross.com
Ryon M Mccabe, Esq.	rinccabe@mccaberabin.com; janet@mccaberabin.com; beth@mccaberabin.com
Steven D. Weber, Esq.	sweber@bergersingerman.com; lwebster@bergersingerman.com;
	drt@bergersingerman.com
Thomas J. Goodwin, Esq.	tgoodwin@mccarter.com; wendt@mccarter.com; jwilcomes@mccarter.com
Thomas L Abrams, Esq.	tabrams@tabramslaw.com; fcolumbo@tabramslaw.com
Thomas M. Messana, Esq.	tmessana@messana-law.com; tmessana@bellsouth.net;
	mwslawfirm@gmail.com
Zachary P Hyman, Esq.	zhyman@bergersingerman.com; DRT@bergersingerman.com;
	clamb@bergersingerman.com

By: <u>s/ Julian H. Kreeger</u> JULIAN H. KREEGER Florida Bar No. 098595

MINI-TRANSCRIPT OF AUGUST 18, 2014 HEARING

1	In that case, let me look at the documents	1	not going to say 10. How many days do you need, with
2	that they claim they produced.	; 2	the understanding is right now the Judds still remain
3	THE COURT: Well, I've ordered them to produce	1 3	a part of the trial scheduled for September 9, 10 and
ų	either, demonstrate previous production to you or	4	11, which may not be feasible. So you tell me. I
5	produce what they haven't produced, all of which is	5	know you guys are really busy.
6	within 10 days. If it's voluminous records, they may	6	MR. HYMAN: I'd probably say 15 days. 🦟 🦟
7	say, "You come to our office, and you may review them	2	THE COURT: That's fine.
8	and copy them as you wish."	8	MR. HYMAN: And, Your Honor, if I may, at
9	I'm not going to require them to copy 10 years	9	least as it relates to the Judds, I would request
10	worth of audits and 10 years worth of financial	10	that the Court enter an order prohibiting them from
11	statements. If you want them. You may decide you	j 11	propounding further discovery on us after this point
i2	don't need them all.	12	as at this point we spent more money on in dealing in
13	MR. KREEGER: Alright. I don't agree with him	13	terms of time and energy and dealing with the issues
14	that I asked for everything that they had, but I'll	, 14	raised by Mr. Kreeger than almost any other
15	determine that when I take a look at it.	15	defendant. And their clients only owe approximately
16	I asked them to admit the genuineness of the	16	\$80,000, as alleged, and at this point it's almost
17	activity reports that we got.	17	onerous to have to constantly repeatedly respond to
18	THE COURT: Now, you're looking at the Request	18	and address Mr. Kreeger's different tactics and
19	for Admissions.	19	issues. And while we do and would like to work with
20	MR. KREEGER: This is the Second Request.	20	him, it is difficult in the circumstances.
21	THE COURT: The Second Request, okay.	2:	THE COURT: That request is denied.
22	MR. KREEGER: And here's a copy of it.	22	MR. HYMAN: Okay.
23	THE COURT: I think it's in here.	22	THE COURT: The fact is what we try to do is
24	Yes. Which paragraph?	24	marshal as many claims and issues within one
25	MR. HYMAN: We didn't respond to any of the 21	25	calendar. And when we have someone who is not 23
1	Second Requests for Admissions because we filed a	1	properly served until well after the case management
2	motion for protective order, Your Honor.	2	order is entered, they cannot be bound strictly to
3	THE COURT: Well, first of all, a Request for	3	the terms of that case management order. And the
4	Admissions is sort of a hybrid. It's really not a	4	fact is it's only five months since he was served;
5	discovery document. In it's truest sense, it's	5	and he's saying, "I've been propounding this
6	intended as a document to narrow the issues, what	6	discovery," and they're entitled to it. So 15 days.
7	facts are we disputing, what facts are we admitting,	7	MR. HYMAN: I understand that, Your Honor.
8	what documents can we agree are genuine so we don't	8	However, we still, although we agreed to resolve the
ş	have to worry about trying to lay a foundation or	9	dispute in terms of service without an evidentiary
10	bring in a records custodian?	10	hearing, and I realize Your Honor already ruled on
11	And, again, given the fact that these were	11	it, it's our position that his client was properly
12	only served within a couple of months of Mr.	i 12	served; and I understand completely that he accepted
13	Kreeger's accepting service for his client, I'm not	13	service officially on March.
1¢	holding the Judds to the terms of the case management	14	THE COURT: 15 days to respond to the Second
15	order for which they had not been served at the time	15	Request for Admissions.
16	it was entered. I'm not going to do that.	16	What else?
17	So, if your only reason for not responding is	17	MR. HYMAN: Very well, Your Honor.
18	because you didn't think you have to, you have to.	18	MR. KREEGER: May I just comment?
19	Tell me how much time you need to respond to	19	THE COURT: No.
20	them,	20	What else?
21	MR. KREEGER: There's a parallel interrogatory	21	MR. KREEGER: Then let me see what they do.
22	that relates to the —	22	THE COJRT: Okay.
23	THE COURT: Could I finish with this first?	23	Anything else.
24	MR. KREEGER: Sure.	24	MR. KREEGER: I would like to comment about,
25	THE COURT: How many days do you need? I'm 22	25	and this is not part of my motion to compel, I met 24

ZX

D

TRANSCRIPT OF HEARING OF JUNE 16, 2014

1 restiations with everybody else. The mediation cotoff 1 18. NEEDER: Neeks ap 1 had any seted firing 2 date as most to July 11th. 2 Spector, who's a very fine mediator, a sphilicitated 3 head 1 just have on sizes that's kind of restington, and is a solid that have had no problem with han. Bose 4 thin as a mediator costs, gaid we are thin the one they proposed, short Twe noer 6 the mediator field of the decident, four the mediator and is a cost of the decident, four 7 the bandli of the estate; and solid and Tescher was the bandli of the decident, four 8 the bandli of the estate; and solid and Tescher was the bandli of the decident, four 9 the bandli of the estate; and solid and the bandli of the estate; and solid was and the was and the bandli of the estate; and the bandli of the mediator. The noer law proposition of the problem with the sec. 10 the bandli field the estate; and the sec. the bandli in the the sec. 11 the bandli field the estate; and the sec. the bandli of the decident, four 12 the bandli of the estate; and the sec. the bandli of the decident, four 14 the bandli of the decident, four the bandli of the decident, four 15 the bandli field the setate; and the setate; and the sec.	-				
2 date was most to alwy lith. 2 Spector, who's a very fine mediator, and was told that they had he deperience with him the thay had or pothes with him. Not the over the under a limitation of costs, and are are to a mediator and the overs that are increted to him with of the costs that are increted to the the ones the proposed, whon 'We never to adalt with and merer hand of. 3 truing to be miniful of the costs that are increted to him and merer hand of. 4 the hom are proposed, who 'We never the overs the proposed, whon 'We never the dual with and merer hand of. 5 tho him and the best they proposed, whon 'We never the overs the proposed, whon 'We never the dual with and merer hand of. 5 the him as a mediator with some of the other folls; and 'We have the proposed, who we can also with a him and infiniteng is somene who we can are up with 'He's a former Clarit fourth propins and he has there a 'B' a come clarot for the propins and he was there a 'B' a come clarot for our other propins, and he has there a 'B' and 'B' and there are dual 'B' and there are dual 'B' and there are dual 'B' and the state a'B' and 'B' and there are dual 'B' and the state a'B' and 'B' and	1	mediations with everybody else. The mediation cutoff	. 1	MR. KREEGER: Weeks ago I had suggested Bria	n
3 Avd 1 just have one issue that 's kind of and issue is the formation of costs, and ease 4 proped up that 1'd like to add is the Cost. You and the issue is the formation of costs, and ease 5 how we can dread it like to add issue is a disact fraction was and the issue issue is a disact fraction was 6 on blaif of the estate; and so disact fraction was and the issue and ator with some of the definition; I don't 6 recommended to us by one of the definition; I don't and the issue and the with some of and the issue and the issue and the with some of the definition; I don't 7 and the issue and the with some of the definition; I don't issue and the with some of the definition; I don't 8 and the issue and the with some of the definition; I don't issue and the with some of the definition; I don't 9 and the issue issue of the definition; I don't issue and the issue issue of the definition; I don't 9 and the meet and the issue and the issu	2	date was moved to July 11th.	2		
Source 're under a limitation of cost, gad we are trying to be minful of the costs that are incurred on behalf of the estate, and so head freezher was recommended to us by one of the definitions, I don't recall who, and we accepted him, and we'd like to use in a an endator with needed by the fields; and then an endator with each of the other fields; and then an endator with each of the other fields; and then an endator with each of the other fields; and then an endator with each of the other fields; and then an endator with each of the other fields; and then an endator with each of the other fields; a case. I've gotten waiss asygesticus of a buch of other netitators from other people, and I'm generally not incident each equand the list of the dest list of the other dest and regimentized. The costs incolved in the field state the weat heak out and primarily has exclusively doe nationally not esclusively doe nationally not esclusively doe the weat heak out and primarily has exclusively doe to those the appoints people. I have it to the is come level of education. Deer ytime we get another mediator addot the list, generally, it's and there minitare addot the list, generally, it's and there minitare addot the list, generally, it's and there mediator every time, and we up at a couple who securities we lataking about? Not exclusively and there weat a sole with a definition of a new mediator every time, and whe up at a couple who securities. We have it on due a recommendation with Rtoh, and the is going to be in front of a swell. So we't tried to nake a recommendation it's just	3	And I just have one issue that's kind of	, 3	mediator; and I was told that they had had experien	ce
i trying to be mainful of the costs that are incurred i cher than the ones they proposed, when I've rever i on belif of the estate; and so ihourd Tescher was i cher than the ones they proposed, when I've rever i momental to us by one of the defination. I don't Tescher, I've income him since before he get married. iii thin as a mediator with some of the other folks; and iii this area, and he has mediated iii this area, and he has mediated iii this other mediators from other people, and I'm iiii this this area, and he has mediated iiiiii this iiii this area, and he has mediated iii do ther mediators from other people, and I'm iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	4	popped up that I'd like to address to the Court. You	. 4	with him; that they had no problem with him. Now	
1 on behalf of the estate; and so Board Tescher was 2 recoll who, and wa cocycle hin; and sell like to use 3 recoll who, and wa cocycle hin; and sell like to use 4 thin as a anciator with scee of the other folks; and 11 thin is a anciator with scee of the other folks; and 12 thin is a anciator with scee of the other folks; and 13 thin is a anciator with scee of the other folks; and 14 of other mediators from other people, and Ta 15 sceec. I've gatten varios scagestions of a bunch 16 of other mediators from other people, and Ta 17 whose they wart, so I'd like to be able to anrow 18 he left. And there are days lumbrated mediators. If 19 into a decision on ho is really step 10 into a decision on ho is really step 11 into a decision on ho is not measer step 12 another mediator stot to likit, generally, it's 13 into a decision on ho is an ord her people is a stable stable decision on ho is a conservice is a likitel bit different and there 10 is some level of chakazion. New y time es gt 11 mether mediator dott to likit, generally, it's 12 is contine e a dasle	5	know we're under a limitation of costs, and we are	15	they tell me that they won't agree to a mediator	
a control of a backer of and by backed results as a realized to us by and a accepted his, and we'd like to use the control of the defaults. I don't see the control is control is the realized frame was with a control of the default was with a method. Tester, The known him since before he get married. a the different is assoned to be age up with Tester, The known him since before he get married. b thin as a mediator schoor who accase up with Tester, The known him since before he get married. a case. The getter various suggestators of a burch Tester, The known him since before he get married. a case. The getter various suggestators of a burch Tester, The known him since before he get married. a case. The since before he took the bench, and he was the a case and the list of Tester, The known him since before he get married. if doe ther mediators from the since before he took the bench, and he was the a case. The since before he took the bench, and ye's and the hear test and there is a list the since before he took the bench, and ye's and the hear test and there is a list the test test and there is a list does to the list, generally, it's case below of chacters and there is a since before hear with test testes and the test and there is a since before hear with and the section of the since before hear with and the method. is now below they was as off list to the list, generally, it's case and the they list and the section of the secteco tase and the section of the section of the sectio	e	trying to be mindful of the costs that are incurred	. 6	other than the ones they proposed, whom I've never	
9 recoil who, and we accepted him, and we'l like to use him as a mediator with some of the other folks; and then bill Fichery is some who we came up with a table bill some other people, and I'm of other mediators for other people, and I'm is generally not inclined to expand the list of sector they uset, so I'd other people, and I'm is generally not inclined to expand the list of is done solutication. Court judge are dogs I understad that. And is generally not inclined to expand the list of some head or each are adops and I'm is done solutication. Court judge to narrow it down so I don't have to re-educate mediators. I is some head of education. Devry time eget another mediator addod to the list, generally, it's somewhat problematic for us. 11 12 another mediator for us. 13 14 13 mediator with we to re-educate mediators. I in not one of those that appoints people. I law it to the lawyers, and almost without exception they agree. I another mediator addod to the list, generally, it's somewhat problematic for us. 14 14 The COURT: We yill is that? 14 14 15 have already modiated a case; and there's additional a new mediator every time; and we'we got to re-educate somewhat problematic for us. 15 16 16 mediator every time; and we'we got to re-educate a new mediator every time; and we'we got to re-educate she we'we'we'we'we'we'we'we' and then the pleadings, and do whit you medi to do, and then we got to apreto do whit you medi to do, and then we got to apreto scheduled a mediation. We're having some issues with do the we're have to agene the pleadings, and do whit you medi to do, and thene wey to apreto statim of agr	7	on behalf of the estate; and so Howard Tescher was	1 7	dealt with and never heard of.	
10 him as a mediator with some of the other folks; and 10 He's a former Circuit Court judge here and was with a 11 then Jim Finchery is someone who we came up with 11 11 who's knowledgehle in this area, and he has metiated 12 12 who's knowledgehle in this area, and he has metiated 13 13 a case. I've getten various suggestions of a barch 13 14 of ther mediators from other people, and I'm 14 15 mediators for us, six, sown so everyone can get 16 16 modiator so I don't have to re-exhance mediators. I 18 18 it dom so I don't have to re-exhance mediators. I 18 19 it dom so I don't have to re-exhance mediators. I 18 20 somewhat problematic for us. 18 21 another mediator added to the list, generally, it's 21 23 mediator every time; and we'we get a couple who 2 24 MR. SMELS: Recause we've got to re-eduate 2 25 MR. SMELS: We had there's additioned 2 26 anter mediator added to the list, generally, it's 2 27 MR. SMELS: We had be that genoints, and	8	recommended to us by one of the defendants, I don't	δ	THE COURT: Well, let me tell you Howard	
11 then Jin Finthery is someone who we came up with 11 highly successful convertial litipation firm of his 12 a case. I've gatter wavies suggestions of a bunch 11 little with addition firm of his 14 of other mediators from other people, and I'm 11 little with addition highly successful convertial litipation firm of his 15 generally not inclined to equant the list of 11 little with addition hut, I're not one 16 motions of davit have to re-schucte mediators. I 14 he left. And there are days I understand that. And 17 whoever they wart, so I'd like to b able to narrow 11 into a decision on who is the mediator. The not one 18 incor every case is a little bit different and there 15 of those that appoints people. I'd were. I 19 incor every case is a little bit different and there 15 of those that appoints people. I'd were it to the 10 answeliator every time; and we' up ot a couple who 5 1 answeliator a section why addition 21 answeliator every time; and we' up ot a couple who 5 1 Mc. Tescher. 22 sameliator every time; and we' up ot a couple who 5 1 Mc. Tescher.	9	recall who, and we accepted him; and we'd like to use	9	Tescher, I've known him since before he got married	
12 who's knowledgeable in this area, and he has mediated 13 a case. I've gatten varios suggestions of a bunch 14 of other mediators from tother people, and I'a 15 mediators from tother people, and I'a 16 of other mediators from tother people, and I'a 17 whoever they want, so I'd like to be able to narrow 18 id down so I don't have to re-educate mediators. I'm to the 19 id down so I don't have to re-educate mediators. I'm to the mediator. 20 another mediator soft to the list, generally, it's 21 another mediator soft to the list, generally, it's 22 somewhat problematic for us. 23 THE CORR: My is that? 24 MR. SMEELS: Because we'we got to re-educate soft 25 With Extch, and that is going to be in front of some some mediator every time; and we'we got a couple who some mediator every time; and we'we got a couple who some some some some some some some som	:0	him as a mediator with some of the other folks; and	10	He's a former Circuit Court judge here and was with	a
13 a case. I've gotten various suggestions of a bunch 13 little while and said, "Nuh, that's not for me," and 14 of other mediators from other people, and I'm 14 he left. And there are days I understand that. And 15 generally not inclined to equand the list of 16 he left. And there are days I understand that. And 16 modiators to five, six, seven so everyme can get 16 nationally mose solitisticated connectial and 17 whoever they want, so l'd like to be able to nacrow 17 securities related mediation. But, I carely step 18 into a decision on who is the mediator. When you need to checkule these with? 18 20 another mediator added to the list, generally, it's an superthetic to how many doff parties do we 21 another mediator added to the list, generally, it's an superthetic to how many doff parties do we 22 somewhat problematic for us. 21 an superthetic to how many doff parties do we 23 ms contains mediator added to the list, generally, it's 21 an superthetic to how many doff parties do we 24 Ms. SWEES: Recause we'we got to re-educate 25 with Extch, and that is going to be in front of 7 3 me	11	then Jim Fierberg is someone who we came up with	11	highly successful commercial litigation firm of his	
14 of other mediators from other people, and I'n 14 he left. And there are days I understand that. And 15 generally not inclined to expand the list of 15 he went back out and primarily has exclusively doe 16 mediators to five, six, seven so everyme can get 16 nationally more sophisticated connercial and 16 mediators to five, six, seven so everyme can get 17 securities related mediation. But, I rarely step 18 know every case is a little bit different and there 19 into a decision on who is the mediator. I'm not one 19 know every case is a little bit different and there 10 accuration related mediation. But, I rarely step 21 another mediator added to the list, generally, it's 21 an sympathetic to how many other parties do we 22 MR. SMMELS: Because we've got to re-educate 24 MR. SMMELS: We and there's additional 23 THE CORR: Now moch do you think? 1 Mr. Tescher. 24 MR. SMMELS: N: least three to four hours 1 Mr. Tescher. 25 THE CORR: Now moch do you think? 1 4 dates with the: disten site we're we'	12	who's knowledgeable in this area, and he has mediated	12	own before he took the bench; and he was here a	
15 generally not inclined to expand the list of 15 he went hack out and primarily has exclusively done 16 modiators to five, six, seven so everyme can get 16 nationally more explicitated conneccial and 17 whoever they went, so T'd like to be able to narrow 17 into a decision on who is the mediator. I'm not one 18 it don so I don't have to re-ducate mediators. I 18 into a decision on who is the mediator. I'm not one 20 another mediator added to the list, generally, it's 21 an sympathetic to how many other parties do we 21 another mediator added to the list, generally, it's 22 21 have already mediated a case; and there's additional 23 THE CORFI: May is that? 23 Mr. SMELS: Network do you thin? 1 2 oother mediator every time; and we've got a cauple who 5 1 Nr. Tescher. 2 oother Mediated a case; and there's additional 1 Nr. Tescher. 1 3 anewediators or signify may indicing a mediator every time 3 issue, but I'd rather them behere. 7 1 have already mediated a case; and there's additional 1 Nr. Tescher. 1 Nr. Tescher. 1	13	a case. I've gotten various suggestions of a bunch	13	little while and said, "Nah, that's not for me," and	ł
16 mediators to five, six, seven so everyone can get 16 nationally more sophisticated connercial and 17 whoever they want, so I'd like to be able to narrow 17 securities reliated natiation. But, I carely step 18 int dom so I don't have to re-educate mediators. I 18 into a decision on who is the mediator. I'm not one 19 is come level of education. Every time we get 10 securities reliated natiation. But, I carely step 20 another mediator added to the list, generally, it's 21 an sympathetic to - how may other parties do se 21 another mediator added to the list, generally, it's 22 Still have left that you need to schedule these with? 22 somewhat problematic for us. 22 Bew may are we tealking about? 24 24 MR. SMEELS: Because we've got to ne-educate 24 MR. SMEELS: We have so could who? 7 2 costs involved in educating a mediator every time 5 10 Mr. Tescher. 7 3 we - 2 Gn the Holy Ghost extities, we have not yet 3 5 4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 6 5 MR. SMEELS	14	of other mediators from other people, and I'm	14	he left. And there are days I understand that. And	1
17 whoever they want, so I'd like to be able to narrow 17 securities related mediation. But, I rarely step 18 it dom so I don't have to re-educate mediators. I 18 into a decision on who is the mediator. I'm not one 19 know every case is a little bit different and there 19 of those that appoints people. I leave it to the 19 another mediator added to the list, generally, it's 21 another mediator added to the list, generally, it's 21 another mediator added to the list, generally, it's 21 an sympathetic to how many other parties do we 22 NR. SMELS: We Because we'p opt to re-educate 24 NR. SMELS: We also schedule these with? 24 NR. SMELS: We because urities related mediation. NR. SMELS: We had scheduled a mediation 2 a new mediator every time; and we've got a couple who 5 7 3 we 1 Mr. Tescher. 7 4 THE COURT: How much do you think? 5 1 Mr. Tescher. 7 5 MR. SMELS: At least three to four hours 5 1 Mr. Tescher. 7 6 every time. We have to send them the pleadings, and 1 1 1 1 1	15	generally not inclined to expand the list of	15	he went back out and primarily has exclusively done	
18 it down so I dow't have to re-educate mediators. I 19 into a decision on who is the mediator. I'm not one 19 know every case is a little bit different and there 10 into a decision on who is the mediator. I'm not one 20 is some level of education. Every time we get 20 an sympathetic to how many other parties do we 21 another mediator added to the list, generally, it's 21 an sympathetic to how many other parties do we 23 THE CORT: My is that? 22 still have left that you need to schedule these with? 24 MR. SMMELS: Because we've got to re-educate 23 25 THE CORT: May is that? 24 Mr. Tescher. 26 oxis involved in educating a mediator every time 3 3 we 3 scheduled a mediation. We're having sone issues with 4 TE CORT: How much do you think? 1 Mr. Tescher. 5 Mr. SMELS: AL least three to four hours 5 to appear telephonically, which is not necessarily an 6 others. And ao, you know, it's just the neptiation 5 to appear telephonically, which is not necessarily an 19 do what you need to do, and then we got to agree to 1 THE CORT: Well, it	16	mediators to five, six, seven so everyone can get	16	nationally more sophisticated commercial and	
19 know every case is a little bit different and there 19 of those that appoints people. I leave it to the 20 another mediator added to the list, generally, it's another mediator added to the list, generally, it's 21 another mediator added to the list, generally, it's an sympathetic tohow many other parties do we 22 scnewhat problematic for us. 22 still have left that you need to schedule these with? 23 THE COURT: May is that? 24 MR. SMELS: Because we've got to re-educate 24 24 MR. SMELS: Because we've got to re-educate 25 MR. SMELS: We had scheduled a mediation 25 The COURT: Now much do you think? 1 Mr. Tescher. 7 3 We 3 scheduled a mediation desart's we have not yet 3 3 We 3 scheduled a mediation desart's we have not yet 3 4 THE COURT: Now much do you think? 4 dates with their clients being overseas and wanting 5 The WarkELS: At least three to four hours 6 the oppear telephonically, mediation desart's work if you're not 6 every time. We have to send them the pleadings, and 1 mediator addea tenomenedation 10 <tr< td=""><td>17</td><td>whoever they want, so I'd like to be able to narrow</td><td>17</td><td>securities related mediation. But, I rarely step</td><td></td></tr<>	17	whoever they want, so I'd like to be able to narrow	17	securities related mediation. But, I rarely step	
20 is some level of education. Every time we get 20 lawyers, and almost without exception they agree. I 21 another mediator added to the list, generally, it's 20 lawyers, and almost without exception they agree. I 21 another mediator added to the list, generally, it's 20 lawyers, and almost without exception they agree. I 21 THE CORT: Why is that? 21 an sympathetic to how many other parties do we 22 still have left that you need to schedule these with? 23 THE CORT: Why is that? 21 24 MR. SMMELS: Because we've got to re-educate 22 3 mediator every time; and we've got a couple who 5 7 4 THE CORT: How much do you thik? 1 Mr. Tescher. 7 5 Me. SMMELS: At least three to four hours 5 to appear telephonically, which is not necessarily an issue, but I'd rather them be here. 1 7 The CORT: How much do you thik? 4 there work if you're not face-to-face in some fashion. There has to at least 8 others. And so, you know, it's just the negotiation 10 the a form of video conferencing. You can FaceTime 10 as well. So we've tried to made a recomendation 10	18	it down so I don't have to re-educate mediators. I	18	into a decision on who is the mediator. I'm not one	•
21 another mediator added to the list, generally, it's 21 an sympathetic to how many other parties do we 22 somewhat problematic for us. 22 an sympathetic to how many other parties do we 23 THE COURT: My is that? 23 MR. SMMELS: Because we'we got to re-educate 24 MR. SMMELS: Because we'we got a couple who 5 7 25 an ew mediator every time; and we've got a couple who 5 7 26 oxts involved in educating a mediator every time 5 7 3 we 3 scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 1 Mr. Tescher. 7 5 ME SMMELS: At least three to four hours 5 1 Mr. Tescher. 6 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 7 THE COURT: We have to send them all mediated by 1 Face-Ch-Gace in some fashion. There has to at least 10 as well. So we've tried to made a recommendation 10 10 Face-Ch-Gace. Tray be a little bit more 11 let's just 13 expensive. I would n	19	know every case is a little bit different and there	19		
22 somewhat problematic for us. 22 still have left that you need to schedule these with? 23 THE CORRT: May is that? 23 bow many are we talking about? 24 MR. SMMELS: Because we've got to re-educate 24 MR. SMMELS: We had schedule these with? 25 a new mediator every time; and we've got a couple who 5 25 1 have already mediated a case; and there's additional 7 2 costs involved in educating a mediator every time 3 3 we 3 scheduled a mediation. We're having some issues with 4 THE CORRT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SMMELS: At least three to four hours 6 every time. We have to send them the pleadings, and 6 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 Und what you need to do, and them we got to agree to 7 HE CORRT: Well, it is an issue. 8 fundamentally mediator becomerchain. 10 be a form of video conferencing. You can FaceTime 10 aswell. So we've tried to made a recommendation 11 het's just 13 <td>20</td> <td></td> <td>20</td> <td>lawyers, and almost without exception they agree. I</td> <td></td>	20		20	lawyers, and almost without exception they agree. I	
23 THE COURT: Why is that? 22 Bow many are we talking about? 24 MR. SWMELS: Because we've got to re-educate a new mediator every time; and we've got a couple who s 24 MR. SWMELS: We had scheduled a mediation 26 a new mediator every time; and we've got a couple who s 5 1 Mr. Tescher. 7 1 have already mediated a case; and there's additional costs involved in educating a mediator every time we 1 Mr. Tescher. 6	21		21		
24 MR. SMMELS: Because we've got to re-echcate 24 MR. SMMELS: We had scheduled a mediation 25 a new mediator every time; and we've got a couple who 5 25 with Ettch, and that is going to be in front of 7 1 have already mediated a case; and there's additional 26 MR. SMMELS: We had scheduled a mediation 7 2 costs involved in educating a mediator every time 2 0 The techn; Me wave not yet 3 we 3 scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SMMELS: At least three to four hours 5 to appear telephonically, which is not necessarily an 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 0 do what you need to do, and then we got to agree to 7 THE COURT: Work if you're not 9 time of agreeing on mediators is getting very tiring, 9 face-to-face. It may be a little bit more 11 let's just 13 expensive. I would not necessarily require someone 14 THE COURT: Okay. 14 to fly across			22		?
25 a new mediator every time; and we've got a couple who 25 with Ettoh, and that is going to be in front of 1 have already mediated a case; and there's additional 1 Mr. Tescher. 2 costs involved in educating a mediator every time 1 Mr. Tescher. 3 we 3 Scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SWMELS: At least three to four hours 5 to appear telephonically, which is not necessarily an 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 do what you need to do, and then we got to agree to 7 THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 6 Fundamentally, mediation doesn't work if you're not 9 time of agreeing on mediators is getting very tiring, 9 face-to-face. It may be a little bit more 10 ba a form of video conferencing. You can participate in the nediation face-to-face. It may be a little bit more 11 It's just 13 expensive. I would not necessarily require someone 14		and the second sec			
1 have already mediated a case; and there's additional 1 Mr. Tescher. 2 costs involved in educating a mediator every time 2 On the Holy Ghost entities, we have not yet 3 we 3 scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 4 do what you need to do, and then we got to agree to 5 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them tee here. THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 6 Fundamentally, mediation doesn't work if you're not 9 tace-to-face in some fashion. There has to at least 1 be a form of video conferencing. You can FaceTime 10 do what you need to drade a recommendation 10 be a form of video conferencing. You can FaceTime 11 let's just use a couple and get them all mediated by 11 across the globe. You can participate in the 12 July 11th; and other people have different names, and 11 mediation face-to-face. It may be a little bit more 13 it's just 13 text youre not yet scheduled. It heat's season is over, why would you cone? But a telephonic 14					
2 costs involved in educating a mediator every time 2 On the Holy Ghost entities, we have not yet 3 We — 3 scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SAMLELS: At least three to four hours 5 to appear telephonically, which is not necessarily an 6 every time. We have to send them the pleadings, and 6 issue, but 1'd rather them be here. 7 do what you need to do, and then we got to agree to 7 THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 6 Fundamentally, mediation doesn't work if you're not 9 time of agreeing on mediators is getting very tiring, 9 face-to-face in some fashion. There has to at least 10 as well. So we've tried to made a recommendation 10 be a form of video conferencing. You can PaceTime 11 let's just use a couple and get them all mediated by 11 across the globe. You can participate in the 13 it's just. SM SAMELS: So 1 just wanted to throw that 15 season is over, why would you come? But a telephonic 14 THE COURT: Mr. Kreeger, have a seat.	25	a new mediator every time; and we've got a couple who 5	25	with Ettoh, and that is going to be in front of	7
2 costs involved in educating a mediator every time 2 On the Holy Ghost entities, we have not yet 3 We — 3 scheduled a mediation. We're having some issues with 4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SAMLELS: At least three to four hours 5 to appear telephonically, which is not necessarily an 6 every time. We have to send them the pleadings, and 6 issue, but 1'd rather them be here. 7 do what you need to do, and then we got to agree to 7 THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 6 Fundamentally, mediation doesn't work if you're not 9 time of agreeing on mediators is getting very tiring, 9 face-to-face in some fashion. There has to at least 10 as well. So we've tried to made a recommendation 10 be a form of video conferencing. You can PaceTime 11 let's just use a couple and get them all mediated by 11 across the globe. You can participate in the 13 it's just. SM SAMELS: So 1 just wanted to throw that 15 season is over, why would you come? But a telephonic 14 THE COURT: Mr. Kreeger, have a seat.	1 -	have already mediated a case; and there's additional	1	Mr. Tescher.	
4 THE COURT: How much do you think? 4 dates with their clients being overseas and wanting 5 MR. SWMELES: At least three to four hours 5 to appear telephonically, which is not necessarily an 6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 do what you need to do, and then we got to agree to 7 THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 8 Fundamentally, mediation doesn't work if you're not 9 time of agreeing on mediators is getting very tiring, 9 face-to-face in some fashion. There has to at least 10 as well. So we've tried to made a recommendation 10 be a form of video conferencing. You can FaceTime 11 let's just use a couple and get them all mediated by 11 across the globe. You can participate in the 12 July 11th; and other people have different names, and 12 mediation face-to-face. It may be a little bit more 13 it's just 13 expensive. I would not necessarily require someone 14 THE COURT: Okay. 14 to fly across the ocean. And now that the Heat's 16 out there. 16 does not work.	2	costs involved in educating a mediator every time	2	On the Holy Ghost entities, we have not yet	
5NR. SMMEELS: At least three to four hours5to appear telephonically, which is not necessarily an6every time. We have to send them the pleadings, and6issue, but I'd rather them be here.7do what you need to do, and then we got to agree to7THE COURT: Well, it is an issue.8others. And so, you know, it's just the negotiation8Fundamentally, mediation doesn't work if you're not9time of agreeing on mediators is getting very tiring,9face-to-face in some fashion. There has to at least10as well. So we've tried to made a recommendation10be a form of video conferencing. You can FaceTime11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15NR. SMMEELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16coordinate a videoconferencing. That won't be a17NR. KREEGER: Your Honor.17NR. SMMEELS: We'll work with them to18THE COURT: Mr. Kreeger, nave a seat.16coordinate a videoconferencing. That won't be a19nediator selection?20THE COURT: So you have Etch scheduled. The21mediator selection?21MR. SMM	3	we	3	scheduled a mediation. We're having some issues with	n
6 every time. We have to send them the pleadings, and 6 issue, but I'd rather them be here. 7 do what you need to do, and them we got to agree to 7 THE COURT: Well, it is an issue. 8 others. And so, you know, it's just the negotiation 8 Fundamentally, mediation doesn't work if you're not 9 time of agreeing on mediators is getting very tiring, 8 Fundamentally, mediation doesn't work if you're not 10 as well. So we've tried to made a recommendation 10 be a form of video conferencing. You can FaceTime 11 let's just use a couple and get them all mediated by 11 across the globe. You can participate in the 12 July 11th; and other people have different names, and 12 mediation face-to-face. It may be a little bit more 13 it's just 13 expensive. I would not necessarily require someone 14 THE COURT: Okay. 14 to fly across the ocean. And now that the Heat's 16 out there. 16 does not work. 17 MR. SPMDELS: So I just wanted to throw that 15 season is over, why would you come? But a telephonic 18 THE COURT: Mr. Kreeger, nayoa e seat. 16 cocordinate a videoconferencing. That won't be a </td <td>4</td> <td>THE COURT: How much do you think?</td> <td>4</td> <td>dates with their clients being overseas and wanting</td> <td></td>	4	THE COURT: How much do you think?	4	dates with their clients being overseas and wanting	
1do what you need to do, and then we got to agree to7THE COURT: Well, it is an issue.8others. And so, you know, it's just the negotiation8Fundamentally, mediation doesn't work if you're not9time of agreeing on mediators is getting very tiring,9face-to-face in some fashion. There has to at least10as well. So we've tried to made a recommendation10be a form of video conferencing. You can FaceTime11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16cut there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19indiator selection?21Hel Ourt: So you have Ettch scheduled. The21mediator selection?22WR. KREEGER: Your Honor22Okay, Mr. Kreeger, would you like to address22You've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMUELS: Correct.24And Gianna, we have reached out to	5	MR. SAMJELS: At least three to four hours	5	to appear telephonically, which is not necessarily an	1
8others. And so, you know, it's just the negotiation8Fundamentally, mediation doesn't work if you're not9time of agreeing on mediators is getting very tiring,9face-to-face in some fashion. There has to at least10as well. So we've tried to made a recommendation10be a form of video conferencing. You can FaceTime11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's16cut there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19inke to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21WR. SPMUELS: Correct.22Okay, Mr. Kreeger, would you like to address22You've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SPMUELS: Correct.24THE COURT: Come forward, please.25MR. SPMUELS.	6	every time. We have to send them the pleadings, and	6	issue, but I'd rather them be here.	
9time of agreeing on mediators is getting very tiring, as well. So we've tried to made a recommendation9face-to-face in some fashion. There has to at least10as well. So we've tried to made a recommendation10be a form of video conferencing. You can FaceTime11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19ike to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMUELS: Correct.24MR. KREEGER: Your Honor24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25heard from Mr. Rotella. <td>7</td> <td>do what you need to do, and then we got to agree to</td> <td>7</td> <td>THE COURT: Well, it is an issue.</td> <td></td>	7	do what you need to do, and then we got to agree to	7	THE COURT: Well, it is an issue.	
10as well. So we've tried to made a recommendation10be a form of video conferencing. You can FaceTime11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Ike to first address that issue of, any issue on20THE COURT: So you have Ettch scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?25MR. SAMUELS: Correct.24NR KREEGER: Your Honor24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25heard from Mr. Rotella.	8	others. And so, you know, it's just the negotiation	8	Fundamentally, mediation doesn't work if you're not	
11let's just use a couple and get them all mediated by11across the globe. You can participate in the12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.18coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Etch scheduled. The21mediator selection?22Way, Mr. Kreeger, would you like to address2223that subject?23MR. KREEGER: Your Honor2424And Gianna, we have reached out to and not25THE COURT: Come forward, please.25	9	time of agreeing on mediators is getting very tiring,	9	face-to-face in some fashion. There has to at least	
12July 11th; and other people have different names, and12mediation face-to-face. It may be a little bit more13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. KREEGER: Your Honor24MR. KREEGER: Your Honor24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25heard from Mr. Rotella.	10	as well. So we've tried to made a recommendation	10	be a form of video conferencing. You can FaceTime	
13it's just13expensive. I would not necessarily require someone14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SPMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. KREEGER: Your Honor2424And Gianna, we have reached out to and not14heard from Mr. Rotella.	11	let's just use a couple and get them all mediated by	11	across the globe. You can participate in the	
14THE COURT: Okay.14to fly across the ocean. And now that the Heat's15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. KREEGER: Your Honor2424And Gianna, we have reached out to and not14heard from Mr. Rotella.	12	July 11th; and other people have different names, and	12	mediation face-to-face. It may be a little bit more	
15MR. SAMUELS: So I just wanted to throw that15season is over, why would you come? But a telephonic16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMUELS: Correct.24MR. KREEGER: Your Honor24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25heard from Mr. Rotella.	13	it's just	13	expensive. I would not necessarily require someone	
16out there.16does not work.17MR. KREEGER: Your Honor.17MR. SMAUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SRMUELS: Correct.24And Gianna, we have reached out to and not1425THE COURT: Come forward, please.25heard from Mr. Rotella.	14	THE COURT: Okay.	14	to fly across the ocean. And now that the Heat's	
17MR. KREEGER: Your Honor.17MR. SAMUELS: We'll work with them to18THE COURT: Mr. Kreeger, have a seat.16coordinate a videoconferencing. That won't be a19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMUELS: Correct.24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25	15	MR. SAMUELS: So I just wanted to throw that	15	season is over, why would you come? But a telephonic	1
18 THE COURT: Mr. Kreeger, have a seat. 16 coordinate a videoconferencing. That won't be a 19 Anyone other than Mr. Kreeger, anyone else 19 problem. 20 like to first address that issue of, any issue on 20 THE COURT: So you have Ettoh scheduled. The 21 mediator selection? 21 Holy Ghosts you have not yet scheduled. Obviously, 22 Okay, Mr. Kreeger, would you like to address 22 you've not yet scheduled with Mr. and Mrs. Judd. 23 that subject? 21 MR. SAMJELS: Correct. 24 MR. KREEGER: Your Honor 24 And Gianna, we have reached out to and not 25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.	16	out there.	16	does not work.	
19Anyone other than Mr. Kreeger, anyone else19problem.20like to first address that issue of, any issue on20THE COURT: So you have Ettoh scheduled. The21mediator selection?21Holy Ghosts you have not yet scheduled. Obviously,22Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMUELS: Correct.24MR. KREEGER: Your Honor24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25heard from Mr. Rotella.	<u>17</u>		17		
20like to first address that issue of, any issue on mediator selection?20THE COURT: So you have Ettoh scheduled. The Holy Ghosts you have not yet scheduled. Obviously, you've not yet scheduled with Mr. and Mrs. Judd.21Okay, Mr. Kreeger, would you like to address22you've not yet scheduled with Mr. and Mrs. Judd.23that subject?23MR. SAMJELS: Correct.24And Gianna, we have reached out to and not25THE COURT: Come forward, please.25			1	7.00	
21 mediator selection? 2: Holy Ghosts you have not yet scheduled. Obviously, 22 Okay, Mr. Kreeger, would you like to address 22 you've not yet scheduled with Mr. and Mrs. Judd. 23 that subject? 2: MR. SAMJELS: Correct. 24 MR. KREEGER: Your Honor 24 And Gianna, we have reached out to and not 25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.					
22 Okay, Mr. Kreeger, would you like to address 22 you've not yet scheduled with Mr. and Mrs. Judd. 23 that subject? 23 MR. SAMUELS: Correct. 24 MR. KREEGER: Your Honor 24 And Gianna, we have reached out to and not 25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.			1		
23 that subject? 23 MR. SAMUELS: Correct. 24 MR. KREEGER: Your Honor 24 And Gianna, we have reached out to and not 25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.					
26 MR. KREEGER: Your Honor 24 And Gianna, we have reached out to and not 25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.		CONVERSE EDUCATION AND A CONVERSE AN			
25 THE COURT: Come forward, please. 25 heard from Mr. Rotella.					
	25	THE COURT: Come forward, please. 6	: 25	heard from Mr. Rotella.	8





CHERRY BEKAERT LLP P.O. BOX 25549 RICHMOND, VA 23260-5500 (786)693-6300

James and Valerie Judd c/o Julian H. Kreeger, Esquire Julian H. Kreeger, P.A. 2665 South Bayshore Dr., Ste 220-14 Miami, FL 33133

 Invoice No.
 780794

 Date
 09/05/2014

 Client No.
 6717900.4

FOR PROF	ESSIONAL SERVICES RENDEREI	THROUGH AUGU	IST 31, 2014:	
DATE	SERVICE	STAFF	HOURS	AMOUNT
James and V	alerie Judd			
08/28/2014	GENERAL COMMERCIAL LITIGATI Attend site vist with Julian Kreeger	ON SHECHTER,P	3,50	\$1,312.50
		Current Amo	unt Due	1,312.50
		Prior I	Balance	(750.00)
		Total Amou	unt Due	§ <u> </u>

2χ.

[-

MINI-TRANSCRIPT OF AUGUST 18, 2014 HEARING

-			
1	with Mr. Massana in February, and I tried to resolve	. 1	THE COURT: When's the last concert?
2	this amicably. They seem to keep telling the court	. 2	MR. KREEGER: I can't tell you that. I don't
3	that I've refused to mediate. I've told them	3	know right now.
ą	THE COURT: You don't have to respond to any	4	THE COURT: Well, that's what I mean.
5	of that.	5	MR. KREECER: But, at any rate, Valerie will
6	MR. KREEGER; Okay.	- 6	appear for both of them because Your Honor said that
7	THE COURT: I've already ordered when the	1 2	was acceptable, and she'll do it.
8	mediation must take place by. I've granted your	8	THE COURT: Does she have full authority to
9	discovery. I've overruled their objection as to the	. 9	settle the case?
10	time schedule. I'm trying to get this done. I'm	10	MR. KREECER: She will have full authority.
11	just trying to get this done. Okay?	- 11	You made that a condition, and I've told them that
12	Anything else?	12	that's the condition.
13	MR. KREEGER: I'm not arguing with you, Your	13	THE COURT: Okay.
14	Honor.	14	Alright. So is there anything else for today?
15	THE COURT: I know you're not. I know you're	15	MR. KREEGER: No. We have a hearing, as Your
16	not.	16	Honor may know, on Friday.
17	MR, KREEGER: I just felt obligated because	17	THE COURT: Yes, I know.
18	right now James Judd is in Asia. I'm not asking for	18	MR. HYMAN: And may we propound discovery on
19	an extension. He doesn't come back to Florida until	19	the Judds if we so choose?
20	the 30th of August.	20	THE COURT: We'll you're going to have to.
21	THE COURT: You didn't tell me that the other	21	MR. HYMAN: Well, on that issue of the
22	day.	22	discovery request.
23	MR. KREEGER: I told you that a long time ago.	23	THE COURT: That's up to you.
24	But that's not my point, Your Honor. I'm not arguing	24	MR. HYMAN: Okay. I just wanted to seek
25	with you. You said that Valerie Judd could appear 25	25	THE COURT: We'll see what that does with the $$_{\rm 27}$$
1	for both of them. She will appear on the 29th. I'm		trial date.
2	representing that to the Court.	2	MR. HYMAN: Yes, Your Honor.
3	THE COURT: Okay.	3	THE COURT: Okay. Thank you very much.
4	MR. KREEGER: I tried at various times. They	4	MR. KREEGER: Thank you, your Honor.
5	had told me that Brian Spector was an acceptable	5	MR. HYMAN: Thank you.
6	mediator.	6	(THEREUPON, THE HEARING WAS CONCLUDED AT 3:07 P.M.)
7	THE COURT: Why are we talking about it?	7	* * * * * * * * * * * * * * * * * * * *
8	MR. KREEGER: I even offered to pay his fee;	\$	
9	but, by the time they agreed, we had a status	9	
10	conference in which I said that I would do it out of	10	
11	my own pocket, not out of their pocket, but out of my	11	
12	pocket. And James Judd was in Florida for two or	12	
13	three days in July, and then he went to Asia. And I	13	
14	offered to do it, but it couldn't be worked out then.	14	
15	So I'm agreeing that up to this point the Court had	15	
16	said that both of them had to appear.	16	
17	THE COURT: Typically, that's correct. And	1;	
18	which is still my preference.	18	
19	What are you asking me?	19	
26	MR. KREEGER: No, I'm not. I'm only	20	
21	commenting. I'm not trying to move the mediation.	21	
22	THE COURT: Is there some reason he couldn't	: 22	
23	get in town any earlier at all?	23	
12125	in income lile	24	
24	MR. KREEGER: He's conducting concerts in	25	

Ex. G

10/28/2014

Judd Defendants



Judd Defendants

1 message

From: Steven D. Weber <SWeber@bergersingerman.com> Date: Fri, Aug 29, 2014 at 1:11 PM Subject: Judd Defendants To: "juliankreeger@gmail.com" <juliankreeger@gmail.com> Cc: "mike@m-c-law.com" <mike@m-c-law.com>

Julian, attached please find the financial forms to be completed by your clients. Please return them to us as soon as possible.

Thank you

BERGER SINGERMAN

Steven D. Weber

1450 Brickell Avenue | Suite 1900 | Miami FL 33131 *affice:* (305) 755-9500 | *direct:* (305) 982-4025 | *fax:* (305) 714-4340 SWeber@bergersingerman.com

III II II So Please consider the environment before printing this email.

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

CIRCULAR 230 DISCLAIMER: This communication does not constitute a "covered opinion" as such term is defined within Circular 230, and does not comply with the requirements for a "covered opinion." We have not conducted, nor have we been asked to conduct, that type of analysis in this communication. To ensure compliance with requirements imposed by the IRS, we must inform you that any U.S. federal tax advice contained in this communication (including any documents or items appended herein) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

2 attachments

https://mail.google.com/mail/u/1/2ui=2&ik=1903822baa&view=pt&search=inbox&th=14957f62fce0e9b2&simt=14957f62fce0e9b2

EX.

10/28/2014

Gmail - Fwd: Judd Defendants

.

.

.

- P Financial Disclosure Form 2.pdf 281K
- 習 Financial Disclosure Form 1.pdf 274K

Gmail - Judd Defendants Settlement and Financials



Julian Kreeger <juliankreeger@gmail.com>

Judd Defendants Settlement and Financials

7 messages

Zachary P. Hyman <ZHyman@bergersingerman.com>

Mon, Sep 1, 2014 at 1:12 PM

To: "juliankreeger@gmail.com" <juliankreeger@gmail.com> Cc: "Steven D. Weber" <SWeber@bergersingerman.com>

Mr. Kreeger,

It is my understanding that we have reached a tentative settlement based on your clients' execution of financial affidavits. Because the settlement eliminates a need to respond to the outstanding discovery, please let us know if you are willing to consent to an extension to respond to the outstanding discovery, up to and until this Friday, September 5, 2014. We were also wondering when we should expect your return of the financial documents.

Thank you,

Zachary Hyman

BERGER SINGERMAN

Zachary P Hyman

350 East Las Olas Boulevard | Suite 1000 | Fort Lauderdale FL 33301 office: (954) 525-9900 | direct: (954) 712-5180 | fax: (954) 523-2872 ZHyman@bergersingerman.com

10 If 14 14 10 Please consider the environment before printing this email.

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Ex.

CIRCULAR 230 DISCLAIMER: This communication does not constitute a "covered opinion" as such term is defined within Circular 230, and does not comply with the requirements for a "covered opinion." We have not conducted, nor have we been asked to conduct, that type of analysis in this communication. To ensure compliance with requirements imposed by the IRS, we must inform you that any U.S. federal tax advice contained in this communication (including any documents or items appended herein) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Gmail - Judd Derendants Settlement and Financials

To: "Zachary P. Hyman" <ZHyman@bergersingerman.com>, "juliankreeger@gmail.com" <juliankreeger@gmail.com>

EX. J

There is no tentative settlement reached and there is no settlement agreement. Disregard that portion of the below email. Please provide us with the financials so we can consider your offer.

Steve D. Weber (305) 982-4025

From: Zachary P. Hyman Sent: Monday, September 1, 2014 1:12 PM To: juliankreeger@gmail.com Cc: Steven D. Weber Subject: Judd Defendants Settlement and Financials [Quoted text hidden]

TRANSCRIPT OF SEPTEMBER 3, 2014 HEARING

• •

· · · ·

1

-			
1	defense, why not just save it. Just think about it.	! 1	just we're in recess.
2	So, before I leave you the reason I'm being	2	(OFF THE RECORD from 10:30 A.M. TO 11:00 A.M.)
3	short with you all, this is nowhere close to where	3	THE COURT: Thank you. Be seated, please.
4	we're supposed to be today. You're on a three-month	4	Okay, I thank you for spending all that time.
5	docket. We carved out time. I kept offering you	5	I'm sure it was fun-filled.
6.	different dates on you; on you; on you., And I'm ,	6	What do you want to tell me?
7	only doing it because that's my job. I'm dealing	1	MR. SAMUELS: In terms of the Judds, Mr.
8	with a lot of people's money. I have a	8	Kreeger's client, we are awaiting some additional
9	conservatorship here on behalf of many, many, many	. 9	documentation from the Judds post-mediation that may
10	people, all of whom have taken a hit who are now	10	enhance the possibility of getting that case
11	dealing with lawyers still, and all they thought they	11	resolved. We're going to be receiving those
12	were making an investment; and how they all of a	12	documents from the Judds through Mr. Kreeger on
13	sudden have to give depositions, they have to answer	13	Friday. We are going to know by Wednesday of next
14	interrogatories, they have to produce documents, they	14	week whether or not the case is going to settle
15	have to deal with lawyers. This is not what they had	15	through the mediation process, which, for lack of a
16	in mind. So my job, as I see it, when I appointed	16	better term, I'd say reached an impasse but is still
17	Mr. Von Kahle was to represent them as best the Court	17	open. So that's where we are with the Judds.
18	can and not waste their time or money either.	18	What we would like to do is schedule some time
19	Is there any issue that we've not addressed	19	potentially now, if we could, to keep the thing
20	before I give you a chance to walk out because I need	20	moving, or we can simply call Suzie on Thursday of
21	to walk out?	21	next week and tell her we need some time for the
22	MR. SAMUELS: There are not any issues that	22	outstanding motions.
23	have not been addressed. I would just like to point	23	THE COURT: Well, you know which way I'm going
24	out, if I may, that we have settled with a lot of	24	go with that. You're going to work it out, set the
25	people.	25	dates right now.
	17		19
1	THE COURT: I'm very please about that.	1	MR. SAMUELS: I had a hunch you would do that.
2	MR. SAMUELS: We put a lot of time and energy	2	THE COURT: It's better for all of us. We
3	into this. We've got two people we've had issues	3	know by certain dates things are going to get done
4	with out of a slew. We've done our best. We've	4	one way or the other, and then we move on.
5	filed our stuff on time. We've complied with all	5	MR. SAMUELS: Perfect.
6	court orders. I just want to put that out there.	6	THE COURT: Otherwise, it just gets worse. It
7	We've had issues with two out of several.	7	doesn't get better. New stuff comes in. More
8	THE COURT: Well taken.	8	creative thought arises.
9	Just one moment.	9	MR. SAMUELS: That's our preference. So, to
10	I appreciate what you said. You're absolutely	10	tell Your Honor what is outstanding at the moment, we
11	right.	11	can be prepared for a summary judgment hearing 30
12	Yes, Mr. Kreeger.	12	days from now, from today, you know, and we'll file
13	MR. KREEGER: Your Honor, we filed, in	13	our papers timely in accordance with the rules, our
14	addition to an Amended Counterclaim, a Renewed Motion	14	responsive papers. If Mr. Judd decides to continue
15	to Compel. We had had a hearing approximately two	15	to proceed, as the case does not settle, which we've
16	weeks ago.	16	asked them to withdraw in light of Your Honor's prior
17	THE COURT: I'm not hearing that now.	17	rulings.
18	MR. KREEGER: I understand.	18	We also would like to reserve time for a
19	THE COURT: I haven't seen that. I don't even	19	motion to dismiss the counterclaim. It's our belief
20	have that.	20	that if we're successful in dismissing the
21	MR. KREEGER: I think I did give a copy, but I	21	counterclaim, it actually will make the trial
22	apologize. Let me give you	22	significantly shorter. In the long term, we'll save
23	THE COURT: Excuse me just one second.	23	time, and we believe we have solid grounds to
24	Suzie's been with me since January of '91. She gave	24	dismiss, rather than taking Your Honor up on his
25	me what you gave her, so don't tell me what you	25	suggestion. We did analyze that. 20
	18	I	20

EX. K

TRANSCRIPT OF SEPTEMBER 3, 2014 HEARING

000000000000			
1	And there are also some discovery motions that	1	coming down here for a couple of weeks is expensive
2	Mr. Kreeger has that we'll make an effort to resolve	2	and not a good use of one's time. $\ensuremath{\mathrm{I}}$ understand that.
3	once again, but I think we ought to reserve time on	: 3	That request has not been made. That's fine.
4	that. That's all I know that's outstanding with the	4	MR. SAMUELS: Well, we also speak
5	Judds.	5	MR. HERMAN: We've worked that out, Judge.
6	THE COURT: Alright, let me come back to that	. 6	What's going to happen, what we're trying to do is
7	because we need to talk about Mr. Herman. I thought	. 7	schedule a mediation for sometime next week
8	it was going to be simpler.	8	hopefully, early next week, and they agreed to do it
9	MR. KREEGER: Your Honor	9	by video. And so either that or we would do exactly
10	THE COURT: I'm going to come back to you, Mr.	10	what you just said, they could have the mediation
11	Kreeger. I want to hear what Mr. Herman has to say.	11	just prior to the trial.
12	MR. KREEGER: It was just going to be one	12	THE COURT: Video is not I'm sorry, I don't
13	sentence.	13	have the experience that either of you two do at this
14	THE COURT: What?	14	point in participating in a mediation. You know it's
15	MR. SAMUELS: He said that it impassed at	15	been a long time since I actively participated in a
16	mediation, and I didn't think it had.	16	mediation. I have gone through the training at this
17	THE COURT: I don't want to get into that.	17	point. So I'm skimming the surface of the experience
18	MR. KREEGER: No. I'm not, but I just	18	compared to yours; but, fundamentally, what's
19	THE COURT: Thank you. Who was your mediator?	19	critical to it is the ability to talk separately,
20	MR. SAMUELS: Mr. Christiansen mediated that	20	openly and honestly with the mediator so that, if you
21	day as Mr. Tescher was unavailable.	21	have an effective mediator, that party knows how to
22	THE COURT: Had you arranged for Tescher?	22	truly involve and communicate with the litigants.
23	MR. SAMUELS: We had tried to arrange with Mr.	23	Sometimes it can even help, not in this case,
24	Tescher through Mr. Kreeger for a long period of time	24	depending on the case, sometimes it helps to just to
25	but were unsuccessful. You entered an order saying 21	25	have the litigants talking themselves, because often 23
1	you had to go by the 29th.	1	times it's just a breakdown in communication between
2	THE COURT: That's because we all agreed	2	the parties that the lawyers can only do so much to
3	that's what you wanted.	3	resolve. Regardless, I don't see how a video
4	MR. SAMUELS: Right, a hundred percent we	4	mediation really is the most effective. I really
5	wanted that. We asked for that, and we were unable	5	don't.
6	to schedule Mr. Tescher on the one date that Mr.	6	MR. HERMAN: I'd say, Judge, I would agree
7	Kreeger gave us that he was available.	7	with you if it was just a phone. But, in terms of
8	THE COURT: Okay. And where are we with	8	video, I think we both agree that, at least I've had
9	Mataragas?	9	experience with it; he obviously had, he suggested
10	MR. SAMUELS: In terms of Mr. Herman, his	10	it.
11	client, the day, the 11th will be chosen for the	111	THE COURT: Okay.
12	trial date. We are going to be receiving some	12	MR. SAMUELS: They had suggested telephonic,
13	documentation from his client that may assist us in	13	and I said, "No."
14	the settlement process on Friday, is the plan right	14	THE COURT: That doesn't work.
15	now, and so we are going to schedule a mediation when	15	MR. SAMUELS: I said, "No."
16	we get back to our office. He'll contact his client.	16	THE COURT: That doesn't work.
17	We'll throw out some dates to do a mediation first of	17	MR. SAMUELS: Right.
18	next week hopefully with Mr. Tescher, and they chose	18	MR. HERMAN: So that's what we were trying to
19	the 11th of the trial period for the trial date going	19	do.
20	forward.	20	THE COURT: I wouldn't even do that with an
21	THE COURT: I have no problem with an	21.3	insurance adjuster, much less a party.
22	out-of-state litigant saying, you know, "I'd like to	22	MR. SAMUELS: We were not okay with that.
23	mediate just prior to the trial date so that, if we	23	We're going to give it a whirl on a video and see how
24	don't settle it, I can appear and testify." I	24	it goes.
25	understand, if someone doesn't have a place to stay, 22	25	We were able to settle the Church cases with $$\rm 24$$
		. I	

Ex. L

TRANSCRIPT OF SEPTEMBER 3, 2014 HEARING

• •

.

.

,

		· · · · · · · · · · · · · · · · · · ·	
	1 And there are also some discovery motions that	1	coming down here for a couple of weeks is expensive
:	2 Mr. Kreeger has that we'll make an effort to resolve	2	and not a good use of one's time. I understand that.
:	once again, but I think we ought to reserve time on	. 3	That request has not been made. That's fine.
ć	that. That's all I know that's outstanding with the	4	MR. SAMUELS: Well, we also speak
5	Judds.	5	MR. HERMAN: We've worked that out, Judge.
6	THE COURT: Alright, let me come back to that	6	What's going to happen, what we're trying to do is
7	because we need to talk about Mr. Herman. I thought	7	schedule a mediation for sometime next week
8	it was going to be simpler.	8	hopefully, early next week, and they agreed to do it
9		9	by video. And so either that or we would do exactly
10	THE COURT: I'm going to come back to you, Mr.	10	what you just said, they could have the mediation
11	Kreeger, I want to hear what Nr. Herman has to say.	- 11	just prior to the trial.
12	MR. KREEGER: It was just going to be one	12	THE COURT: Video is not I'm sorry, I don't
13	sentence.	13	have the experience that either of you two do at this
14	THE COURT: What?	14	point in participating in a mediation. You know it's
15	MR. SAMUELS: He said that it impassed at	15	been a long time since I actively participated in a
16	mediation, and I didn't think it had.	16	mediation. I have gone through the training at this
17	THE COURT: I don't want to get into that.	17	point. So I'm skimming the surface of the experience
18	MR. KREEGER: No. I'm not, but I just	18	compared to yours; but, fundamentally, what's
19	THE COURT: Thank you. Who was your mediator?	19	critical to it is the ability to talk separately,
20	MR. SAMUELS: Mr. Christiansen mediated that	20	openly and honestly with the mediator so that, if you
21	day as Mr. Tescher was unavailable.	21	have an effective mediator, that party knows how to
22	THE COURT: Had you arranged for Tescher?	22	truly involve and communicate with the litigants.
23	MR. SAMMELS: We had tried to arrange with Mr.	23	Sometimes it can even help, not in this case,
24	Tescher through Mr. Kreeger for a long period of time	24	depending on the case, scretimes it helps to just to
25	but were unsuccessful. You entered an order saying 21	25	have the litigants talking themselves, because often 23
······		••••• [ан анализата на на посторија на на посторија на посторија на посторија на посторија се се се се се се се се се на
1	you had to go by the 29th.	1	times it's just a breakdown in communication between
2	THE COURT: That's because we all agreed	2	the parties that the lawyers can only do so much to
3	that's what you wanted. MR. SMMUELS: Right, a hundred percent we	3	resolve. Regardless, I don't see how a video
י 5	wanted that. We asked for that, and we were unable	4	mediation really is the most effective. I really don't.
6	to schedule Mr. Tescher on the one date that Mr.	6	MR. HERMAN: I'd say, Judge, I would agree
7	Kreeger gave us that he was available.	2	with you if it was just a phone. But, in terms of
8	THE COURT: Okay. And where are we with	8	video, I think we both agree that, at least I've had
9	Mataragas?	9	experience with it; he obviously had, he suggested
10	MR. SAMUELS: In terms of Mr. Herman, his	10	it.
11	client, the day, the 11th will be chosen for the	(1)	THE COURT: Okay.
12	trial date. We are going to be receiving some	12	MR. SAMMELS: They had suggested telephonic,
13	documentation from his client that may assist us in	13	and I said, "No."
14	the settlement process on Friday, is the plan right	14	THE COURT: That doesn't work.
15	now, and so we are going to schedule a mediation when	15	MR. SMUELS: I said, "No."
16	we get back to our office. He'll contact his client.	16	THE COURT: That doesn't work.
17	We'll throw out some dates to do a mediation first of	17	MR. SAMUELS: Right.
18	next week hopefully with Mr. Tescher, and they chose	18	MR. HERMAN: So that's what we were trying to
19	the lith of the trial period for the trial date going	19	do.
20	forward.	20	THE COURT: I wouldn't even do that with an
21	THE COURT: I have no problem with an	21	insurance adjuster, much less a party.
22	out-of-state litigant saying, you know, "I'd like to	22	MR. SAMUELS: We were not okay with that.
23	mediate just prior to the trial date so that, if we	. 23	We're going to give it a whirl on a video and see how
24	don't settle it, I can appear and testify." I	24	it goes.
25	understand, if someone doesn't have a place to stay,	25	We were able to settle the Church cases with
	22	1	24

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

CASE NO: 12-34121(07)

Complex Litigation Unit

PHILIP J. VON KAHLE, as Conservator of P&S ASSOCIATES, GENERAL PARTNERSHIP, and S&P ASSOCIATES, GENERAL PARTNERSHIP,

Plaintiffs,

VS.

JANET A. HOOKER CHARITABLE TRUST, et al,

Defendants.

PLAINTIFFS' RESPONSE AND OBJECTIONS TO DEFENDANT JAMES AND VALERIE JUDD'S THIRD SET OF INTERROGATORIES TO PLAINTIFFS

12. Please state what accounting services were performed for S&P Associates each year from 2000 through 2008 by Ahearn Jasco Company and/or Michael J. Kuzy, CPA, including, but not limited to, auditing, preparation of U.S. Partnership Returns of Income Form 1065 and schedule K-l.

Response: Plaintiffs object to Interrogatory Number 12 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 12 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions and have permitted Defendants Judd to inspect S&P's books and records. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every other defendant in this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

13. For each year from 2000 through 2008, state:

- a. How much money was invested by S&P Associates
 - i. with Bernard L. Madoff Investment Securities, LLC?

EX, M

ii. with other investments?

- b. How much income was received by S&P Associates:
 - i. from Bernard L. Madoff Investment Securities, LLC?
 - ii. from other investments?
- c. How much money was distributed by S&P to Partners of S&P each quarter?
- d. How much money was re-invested by S&P Partners in S&P Capital?
- e. How much money was distributed to the General Partners of S&P?

<u>**Response:**</u> Plaintiffs object to Interrogatory Number 13 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 13 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have for any other defendant in this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

14. When was the first date that Plaintiffs claim that S&P made distributions to certain S&P partners that were not made from S&P profits but from principal contributions of other partners; and state to whom such distributions were made, including the dates and amounts.

<u>Response:</u> Plaintiffs object to Interrogatory Number 14 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 14 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every defendant in this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

- 15. If Plaintiffs claim that S&P Associates perpetrated a "Ponzi" scheme and/or fraud, please state:
 - a. Whether you claim that it was a "Ponzi" scheme or fraud; '
 - b. The date you claim that S&P Associates first perpetrated the "Ponzi" scheme or fraud and what facts support such claims;
 - c. The amounts invested each year by S&P Associates with BLMIS;
 - d. The amounts of payments received from BLMIS for each year from 1995 through 2008.
 - e. The amounts of income received each year from BLMIS from 1995 2008;
 - f. The amounts of income received each year from other investments made from 1995-2008.

<u>Response:</u> Plaintiffs object to Interrogatory Number 15 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 15 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every other defendant in

this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

16. State the names and addresses of each "net loser" of S&P and for each state:

- a. The amount and date of their initial capital investment;
- b. Whether they elected to receive quarterly distributions or chose to have their distributions reinvested as capital;
- c. The date they received each payment and/or distribution and the amount;
- d. The dates each were sent an Activity Statement and K-I and the amount shown on each for the net realized gain and total realized balance for each for the ending capital account.

Response: Plaintiffs object to Interrogatory Number 16 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs further object to Interrogatory Number 16 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every other defendant in this matter. Plaintiffs also object to Interrogatory Number 16 because it is not reasonably calculated to lead to the production of admissible evidence, and is overly broad and unduly burdensome. The benefit of compiling a list of each "net loser," whether they elected to receive quarterly distributions, the dates they received each payment, and the dates they received an activity status report and/or K1 far outweighs any benefit in such a production. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

- 17. What actions and claims have been made by Plaintiffs, the status of each, and what recovery has been made:
 - a. Against Bernard L. Madoff Investment Securities, LLC;
 - b. Against Sullivan and his related entities; and
 - c. Against Powell and his related entities.

Response: Plaintiffs object to Interrogatory Number 17 because it exceeds the number allowed by the Florida Rules of Civil Procedure. Plaintiffs also object to Interrogatory Number 17 because it is not reasonably calculated to lead to the production of admissible evidence. Plaintiffs' other avenues of potential recovery does not have any rational relationship to their claims in the instant case. Plaintiffs further object to Interrogatory Number 13 because they have produced the documents that they have in their possession custody and control that relate to Defendants Judd on multiple occasions. Plaintiffs have spent more time addressing the issues pertaining to Defendants Judd than they have in relation to every other defendant in this matter. As such, these interrogatories constitute an attempt to harass the Plaintiffs and engage in vexatious litigation.

ACKNOWLEDGEMENT

By: Philip von Kahle Title:

Conservator

STATE OF FLORIDA)) SS: COUNTY OF BRANNA

BEFORE ME, the undersigned authority, personally appeared $\underline{PHILIPVonKAHIE}$ who, being first duly sworn, deposes and states that the answers to the foregoing interrogatories are true and correct.

SWORN TO AND SUBSCRIBED before me, this //o day of <u>SEPTEMBER</u>, 2014, by <u>PHILIPYON KAHLE</u>, who is personally known to me, or \Box has produced ______as identification.



My Commission Expires:

sept. Notary Public, State of

Commission No.

BERGER SINGERMAN

Zachary P. Hyman (954) 712-5180 zhyman@bergersingerman.com

September 19, 2014

VIA E-MAIL: juliankreeger@gmail.com Julian H. Kreeger, Esq. 2665 Bayshore Drive Suite 220-14 Miami, Fl. 33133

Re: Von Kahle v. Janet A. Hooker Charitable Trust, et al., Case No. 12-34121(07)

Dear Mr. Kreeger,

Please find enclosed a hyperlink to download documents which you requested. We have produced these documents to you before, but have elected to produce them to you, again in an abundance of caution. An index of the documents produced, is attached to this letter as Exhibit "A."

If there are any additional documents you feel you should be provided, please let us know what the documents are and we will produce them to you, so long as the production of those documents is reasonable.

After reviewing the documents that you have previously produced, we have come to the conclusion that there are documents that you have not produced to us. Specifically, you have not produced any of Mr. Judd or Mrs. Judd's communications between Michael Sullivan, Michael Bienes, Frank Avellino, Steven Jacob or any other people who are or were affiliated with S&P. You also have failed to produce Mr. and Mrs. Judd's tax returns from 2000 through 2013.

Considering the fact that you maintain that Mr. Judd was never a partner of the S&P, and the taxes that Mr. and Mrs. Judd paid provide a defense to our claims against them, we request that you immediately produce all of the aforementioned documents to us. If, by the close of business today, you do not agree to produce the requested documents to us, we will ask that the Court address the issue. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Berger Singerman LLP

ZPH/cl

Enclosures: https://betgetsingerman.shatefile.com/d/s6114ab1571947da8 5947411-1

350 EAST LAS OLAS BOULEVARD | SUITE 1000 : FORT LAUDERDALE, FLORIDA 33301 1: 954-525-9900 | 1: 954-523 2872 | WWW BERGERSINGERMAN COM EXHIBIT "A"

.. .

·

DOCUMENT PRODUCTION DATED 09/19/14

•

.

	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1993 	1
	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1994 	9
3	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1995 	14
4	. S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1996	19
5.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1997	24
6.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1998	29
7.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1999	34
8.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 2000	39
9,	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 2001	44
10.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 2002	49
11.	S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2003	57

DOCUMENT PRODUCTION DATED 09/19/14

.

.

.

·····

····

	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1993 	1
	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1994 	9
	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1995 	14
4	 S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1996 	19
5	. S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1997	24
6.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1998	29
7.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 1999	34
8.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 2000	39
9.	S&P Associates, General Partnership - Greg O, Powell, General Partner - Taxes 2001	44
10.	S&P Associates, General Partnership - Greg O. Powell, General Partner - Taxes 2002	49
11.	S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2003	57

 S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2004 	64
13. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2005	69
14. S&P Associates, General Partnership - Michael Sullivan, General Partner - Amended Tax Return 2005	74
15. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2006	81
 S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2006 	96
17. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2007	706
 S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2007 	718
19. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2008	1313
20. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2008	1324
21. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2009	1891
22. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2010	2441
23. S&P Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2011	2800
 P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2009 	3161

.

:

.

25. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2006	3167
26. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2007	3502
27. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2008	3864
28. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2009	4245
29. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2010	4608
30. P&S Associates, General Partnership - Michael Sullivan, General Partner - Taxes 2011	4851
31. James Judd and Valerie Judd - K1 2000-2009	5217
32. March 14, 2004 Facsimile from Michael J. Kuzy to Michael Sullivan and Steve Jacob and related documents	5237
33. September Issues	5251
 December 31, 2007 Invoice Irom Bernard L. Madoff to P & S Associates General Partnership 	5252
35. April 10, 2014 Mukamal Expert Report and Afficavit	5253
36. James and Judd Production	5342

and a second second

•

.



Julian Kreeger <juliankreeger@gmail.com>

Financial affidavit

5 messages

Leonard K. Samuels <LSamuels@bergersingerman.com>

Wed, Sep 24, 2014 at 4:24 PM

To: "juliankreeger@gmail.com" <juliankreeger@gmail.com>

Cc: "Steven D. Weber" <SWeber@bergersingerman.com>, "Zachary P. Hyman"

<ZHyman@bergersingerman.com>, "PhilVonKahle@moecker.com" <PhilVonKahle@moecker.com>, "Thomas M. Messana (tmessana@messana-law.com)" <tmessana@messana-law.com>

Ms Judd's financial affidavit shows far more in assets than we were lead to believe at mediation. We still do not have an affidavit from Mr Judd as required. As a result, your proposed settlement of \$15k is rejected. We are happy to continue to engage in settlement discussions that would lead to an equitable settlement based upon your clients assets, and upon receipt of a financial affidavit from Mr Judd showing no additional assets. Please let me know if you want to engage in further discussions. We look forward to deposing Mr Judd on October 1, 2014 at 9:30 AM at our offices as scheduled. Please let me know if you have any questions.

BERGER SINGERMAN

Leonard K. Samuels

350 East Las Olas Boulevard | Suite 1000 | Fort Lauderdale FL 33301 office: (954) 525-9900 | direct: (954) 712-5142 | fax: (954) 523-2872 LSamuels@bergersingerman.com

 ${f \widetilde{\mathbf{m}}}$ ${f \widetilde{\mathbf{n}}}$ ${f \widetilde{\mathbf{n}}}$ ${f \widetilde{\mathbf{n}}}$ Please consider the environment before printing this email.

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

CIRCULAR 230 DISCLAIMER: This communication does not constitute a "covered opinion" as such term is defined within Circular 230, and does not comply with the requirements for a "covered opinion." We have not conducted, nor have we been asked to conduct, that type of analysis in this communication. To ensure compliance with requirements imposed by the IRS, we must inform you that any U.S. federal tax advice contained in this communication (including any documents or items appended herein) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

5χ, 'O'