

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

CASE NO.: 12-034121 (07)

P&S ASSOCIATES, GENERAL PARTNERSHIP, a  
Florida limited partnership; S&P ASSOCIATES,  
GENERAL PARTNERSHIP, a Florida limited  
partnership; Philip von Kahle as Conservator of P&S  
ASSOCIATES, GENERAL PARTNERSHIP, a Florida  
limited partnership; and S&P ASSOCIATES, GENERAL  
PARTNERSHIP, a Florida limited partnership,

Plaintiffs,

v.

JANET A. HOOKER CHARITABLE TRUST, a  
charitable trust, *et al.*,

Defendants.

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**AMENDED NOTICE OF FILING TRANSCRIPT OF HEARING**

*(as to omitted signature page)*

Plaintiffs, P & S Associates, General Partnership ("P&S"), and S & P Associates,  
General Partnership ("S&P") (collectively and individually referred to as, the "Partnerships")  
and Phillip Von Kahle, as Conservator of P&S and S&P (collectively with the Partnerships, the  
"Plaintiffs"), by and through their undersigned counsel, hereby file the Transcript of Hearing on

 **BERGER SINGERMAN**

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Renewed Motion For Summary Judgment dated September 17, 2014 before the Honorable  
Jeffrey E. Streitfeld.

October 6, 2014

Respectfully submitted,

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SEPTEMBER 17, 2014 HEARING TRANSCRIPT

|    |  |    |   |
|----|--|----|---|
| 1  | IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT<br>IN AND FOR BROWARD COUNTY, FLORIDA | 1  | still a reasonable return on our time; but, when you  |
| 2  |  | 2  | have this number of people involved in litigation,    |
| 3  | PHILIP J. VON KAHLE, ) CASE NO.: CA0612034121  | 3  | there's going to be an occasional problem with        |
| 4  | Plaintiff, )   | 4  | service.  |
| 5  | v. )   | 5  | MR. HYMAN: Correct.                                   |
| 6  | ETTOH LTD., et al., )  | 6  | THE COURT: This guy has been a problem ever           |
| 7  | Defendants. )  | 7  | since the problem, service of those, and continues to |
| 8  |  | 8  | be as we sit here this morning. But he's such a nice  |
| 9  | TRANSCRIPT OF HEARING ON RENEWED MOTION FOR SUMMARY  | 9  | fellow, you just got to tolerate it.                  |
| 10 | JUDGMENT   | 10 | MR. KREEGER: Can you, please, type that               |
| 11 | The above-styled motion came on for hearing  | 11 | portion of it for my wife.                            |
| 12 | before the Honorable Jeffrey E. Streitfeld, Judge of said                                      | 12 | THE COURT: Patient woman, Judy.                       |
| 13 | Court, in Room 920A, at the Broward County Courthouse,   | 13 | Okay.   |
| 14 | 201 S.E. 6th Street, Ft. Lauderdale, Florida 33301, on   | 14 | MR. HYMAN: After we received the motion, we           |
| 15 | Wednesday, September 17, 2014, at 10:05 a.m., pursuant to                                      | 15 | discussed at least postponing proceeding on the       |
| 16 | Notice.  | 16 | default for the time being so that my client can      |
| 17 |  | 17 | further address how he'd like to deal with the issues |
| 18 |  | 18 | involving Mr. Wallick. We had offered to via email    |
| 19 |  | 19 | inform the Court of the facts that we're going to     |
| 20 |  | 20 | postpone it last night so as to eliminate the need    |
| 21 |  | 21 | for them to come down; however, they decided that     |
| 22 |  | 22 | spending time with Your Honor was a worthwhile        |
| 23 |  | 23 | endeavor.   |
| 24 |  | 24 | THE COURT: Okay. If ever there were                   |
| 25 |  | 25 | circumstances that truly demonstrated to those who    |
|    | 1  |    | 3   |
| 1  | THE COURT: Okay. I have Mr. Hyman for the  | 1  | review our work down here how the rules must be       |
| 2  | Plaintiff.   | 2  | applied to achieve the aimed goal, which is as        |
| 3  | I have Mr. Kreeger for the Judds.  | 3  | effectively, efficiently and within the grounds of    |
| 4  | And you, sir, are?   | 4  | due process resolve complex disputes. That's why we   |
| 5  | MR. SHERES: I'm Robert Sheres on behalf of   | 5  | have this new rule. It's not so new anymore. It       |
| 6  | Gregg Wallick, who is one of the Defendants, as well.  | 6  | gives me a lot of latitude.                           |
| 7  | THE COURT: Let's talk about that first. I've   | 7  | So let's think this through. If we don't              |
| 8  | looked at all this.  | 8  | resolve this service issue and allow this guy to      |
| 9  | Have you all discussed how you want to resolve   | 9  | defend himself on the merits along with one or -- we  |
| 10 | that issue?  | 10 | only have one left now.                               |
| 11 | MR. HYMAN: For the time being, we've agreed  | 11 | MR. HYMAN: Correct, Your Honor.                       |
| 12 | that there is at a minimum a need to have an   | 12 | THE COURT: Because Mr. Herman resolved his            |
| 13 | evidentiary hearing. At a minimum. Last night the  | 13 | issues on behalf of his clients.                      |
| 14 | motion was filed.  | 14 | MR. HYMAN: Yes, sir.                                  |
| 15 | THE COURT: The first thing you do when you   | 15 | THE COURT: So we are down to one right now,           |
| 16 | get that is you go back to your process server.  | 16 | the Judds, and we're going to talk about that motion  |
| 17 | MR. HYMAN: We did.   | 17 | in time.  |
| 18 | THE COURT: And what does the guy say?  | 18 | But let's say I don't vacate, I don't quash           |
| 19 | Because a good, a really experienced process server  | 19 | the service and vacate -- quash the service, that's   |
| 20 | will write in hand a description of the person that  | 20 | the first step. The next step would be to vacate the  |
| 21 | he serves. This doesn't happen.  | 21 | clerk's default, and I'd have to have a hearing on    |
| 22 | MR. HYMAN: I realize that.   | 22 | that. So the idea is I've only got a little time      |
| 23 | THE COURT: So, you know, I'm getting into the  | 23 | left. That's the problem. And I'm not going to let    |
| 24 | same situation I have on a couple, but given all the   | 24 | anybody schedule, absent the most extraordinary       |
| 25 | number of parties we had in all these cases, it's  | 25 | emergent circumstances, which the Judds' schedule     |
|    | 2  |    | 4   |

**SEPTEMBER 17, 2014 HEARING TRANSCRIPT**

|   |   |   |   |
|---|---|---|---|
| <p>1 does not, in my view -- it's going to have to work<br/> 2 around this Court's schedule. The amount of<br/> 3 resources that this Division and this Court has put<br/> 4 into these disputes involving these Madoff issues has<br/> 5 been extraordinary, and I will not allow the rules to<br/> 6 be twisted to burden the Court and the remaining<br/> 7 litigants unfairly because of someone's schedule.<br/> 8 We're going to get to the bottom of the issues with<br/> 9 Mr. and Mrs. Judd and get this date set today. And<br/> 10 which is something, by the way, that you and Mr.<br/> 11 DuBosar must be aware of that I am not going to wait<br/> 12 three or four months. I can't wait four months. I'm<br/> 13 not going to wait three months because that puts us<br/> 14 near the end of December, and I'm done. So right now<br/> 15 we're still going to do this in October. I might<br/> 16 even be willing to move off to November. I'll work<br/> 17 with the schedules within limits, but I may end up<br/> 18 hearing arguments and deciding issues that will have<br/> 19 a direct bearing on your client's position, so you<br/> 20 may, if you're still in the case, even though you may<br/> 21 decide we're not ready to try this issue, there are<br/> 22 certain legal decisions that will be made that will<br/> 23 guide your case most likely.<br/> 24 MR. SHERES: Certainly, Your Honor.<br/> 25 THE COURT: I don't know, have you learned</p> | 5 | <p>1 supposed to send it back. And I don't even know what<br/> 2 the portal issue is. I don't know what, I don't know<br/> 3 how effectively that's being handled at all. That's<br/> 4 even taken, I think it's taken out of the hands of<br/> 5 people and put into the machine like they had in the<br/> 6 "Terminator" movie. Was is Skynet? Is that what it<br/> 7 was called, Skynet? That's what we have in our<br/> 8 courts now, we have Skynet.<br/> 9 MR. SHERES: Scary times.<br/> 10 THE COURT: Scary times.<br/> 11 I mean, if you can hack into Home Depot, if<br/> 12 you can hack into Target, how could you not easily<br/> 13 hack into the court system? You got to be kidding<br/> 14 me. The door must be wide open. You just got to<br/> 15 find the door.<br/> 16 MR. KREEGER: Your Honor, you know that in<br/> 17 Bush versus Gore, the Florida Supreme Court computer<br/> 18 was compromised.<br/> 19 THE COURT: I don't even want to think about<br/> 20 that.<br/> 21 MR. KREEGER: I withdraw that comment.<br/> 22 THE COURT: Alright, here's the thing. What<br/> 23 I'm asking you to do is to file an alternative motion<br/> 24 to set aside the clerk's default with whatever<br/> 25 grounds -- I mean, if Wallick is saying under oath</p>                        | 7 |
| <p>1 what's going on here over the last God knows how<br/> 2 long?<br/> 3 MR. SHERES: I haven't, Your Honor. Our<br/> 4 client only found out about this case a week or two<br/> 5 ago or whenever he received a copy, the first<br/> 6 document he ever received was --<br/> 7 THE COURT: You were retained when?<br/> 8 MR. SHERES: I think -- I'll have to check.<br/> 9 THE COURT: Because the papers just came in<br/> 10 yesterday.<br/> 11 MR. SHERES: Right, exactly. I think in<br/> 12 September.<br/> 13 THE COURT: Alright, here's the point.<br/> 14 MR. SHERES: I don't know the exact date<br/> 15 because Mr. DuBosar --<br/> 16 THE COURT: You need to educate yourself, too.<br/> 17 A lot has transpired. And part of that is not your<br/> 18 default. First of all, they waited a year to move<br/> 19 for the clerk's default. A year. And I've always<br/> 20 had a problem with our procedure, which is a clerk's<br/> 21 default is not sent to the defaulted defendant. Hey,<br/> 22 just so you know, because you didn't answer a default<br/> 23 was entered. The only way you find out is if you<br/> 24 actually try to file something. The clerk is<br/> 25 supposed to, but doesn't always, because it's human,</p>   | 6 | <p>1 the first he heard about this is when this notice<br/> 2 came from Berger Singerman that they're moving for<br/> 3 final judgment, that's the first he's heard of it,<br/> 4 so, I mean, one of the issues is going to be was<br/> 5 there somebody else at the house that day there<br/> 6 besides him that could have accepted service, and is<br/> 7 it a faulty return of service. Anyway, that<br/> 8 evidentiary hearing has got to get done pretty quick.<br/> 9 MR. SHERES: And, Your Honor, we already filed<br/> 10 our motions to quash service and vacate default.<br/> 11 THE COURT: I know. I've seen it.<br/> 12 MR. SHERES: With supporting affidavits.<br/> 13 THE COURT: I saw it. I read it. That's why<br/> 14 we're talking about it.<br/> 15 MR. SHERES: Okay, but we filed a response, as<br/> 16 well.<br/> 17 THE COURT: Right. From what I saw, an<br/> 18 evidentiary hearing is required. So, if you can't<br/> 19 resolve the issue in some other fashion, before you<br/> 20 leave I'm going to give you dates; that's when we're<br/> 21 going to do it; and I'll want you to check with your<br/> 22 clients; and this is an issue. And so we'll leave it<br/> 23 at that.<br/> 24 Right now your motion is you're withdrawing<br/> 25 it for now to be reset.</p> | 8 |



1 Yours will be set for an evidentiary hearing,  
2 and I'll give you dates.  
3 MR. SHERES: Okay.  
4 THE COURT: Now you. Look, let's talk about  
5 your discovery problem first. At this point, what do  
6 you need that you've requested that you don't have?  
7 MR. KREEGER: May I --  
8 THE COURT: I read what you wrote. I'm asking  
9 you a direct question.  
10 MR. KREEGER: I'm not avoiding the question.  
11 THE COURT: This is not a good start then.  
12 MR. KREEGER: Okay. Because there's a  
13 different matter that I think the Court, if I can  
14 talk about it --  
15 THE COURT: What is that?  
16 MR. KREEGER: I'd like to be aware of.  
17 THE COURT: Have you discussed this with  
18 opposing counsel?  
19 MR. KREEGER: Well, opposing counsel is aware  
20 of it.  
21 THE COURT: Did you tell him -- is this in a  
22 motion that's set for this morning?  
23 MR. KREEGER: No, no, no, no.  
24 THE COURT: Did you talk to -- because he's  
25 still learning; of course, so are you, and so am I,

9

1 but he's really still learning. So the way it's  
2 supposed to work is, if there's something not in a  
3 motion that you wish to address at all, much less  
4 right off the bat, you talk to him, "Do you have a  
5 problem with that?" And if he does, then we put it  
6 off to the side until I hear whatever it is that must  
7 be compelling.  
8 So I think what I'll do is this -- thank you  
9 for this opportunity -- I'm going to go get dates for  
10 the Wallick motion to quash service, and that will  
11 give you an opportunity, because I'm going to step  
12 out, that will give you a chance to talk to Mr. Hyman  
13 about what you want to tell me, if you really want to  
14 do that.  
15 MR. KREEGER: Well, I would like to because I  
16 think the Court would like to know, if I can discuss  
17 it.  
18 THE COURT: Well, if you settled the case,  
19 the answer is yes. Other than that, you need to talk  
20 to Mr. Hyman first.  
21 MR. KREEGER: Let me talk to him first.  
22 THE COURT: Good.  
23 (OFF THE RECORD FROM 10:17 A.M. TO 10:22 A.M.)  
24 THE COURT: I have a lot of time both in the  
25 week of October 6th and October 13th. I'll give you

10

1 until Monday to make a decision as to whether you  
2 need a hearing or not. If by Monday, you have not  
3 said, "We don't need one," that means you are setting  
4 one. You'll need to reserve time no later than the  
5 week of the 13th of October.  
6 MR. SHERES: Okay.  
7 THE COURT: So that's it right now.  
8 MR. KREEGER: May I?  
9 THE COURT: And then I'll turn to the two of  
10 you.  
11 You're excused unless you want to remain.  
12 It's up to you. Do you want to hear what's going on?  
13 MR. SHERES: You know what, as much as I don't  
14 know if I want to leave. If it's going impact my  
15 case, I'm going to get some insight into the case, I  
16 might.  
17 THE COURT: Well, I doubt it, but okay.  
18 MR. HYMAN: The one thing I can tell you is  
19 that all of the relevant pleadings in this matter are  
20 on the Conservator's website at  
21 www.floridaconservator.com, which will give you  
22 enough to educate yourself about the case.  
23 THE COURT: Also, there are some people that  
24 were very involved. There were a number of  
25 defendants, several different groups of the Holy

11

1 Ghost Churches, the Uchins, who Bob Uchin is the head  
2 of the Dental Department at Nova Southeastern; Rick  
3 Woulfe and Joel Reinstein's son, Louis, represented  
4 them. So the issues, the fundamental issues have  
5 been vetted by some really good lawyers. Mr. Kreeger  
6 also has spent a lot of time with those, and right  
7 now he's the lone man standing. The rest have  
8 resolved them, which is fine.  
9 There are significant issues that I've entered  
10 a summary judgment order on, where I laid out what I  
11 thought the factual issues were. That order would be  
12 really essential reading. So mostly what has  
13 occurred is in each instance somebody has made an  
14 economic decision, a risk/reward analysis, which is  
15 what we're talking about, strictly money.  
16 So, fundamentally, with your case --  
17 MR. SHERES: I apologize. I am going to  
18 leave because I don't want to charge my client if  
19 it's just discovery issues between the two.  
20 THE COURT: Okay. Thank you. Have a good  
21 day.  
22 MR. SHERES: Thank you.  
23 MR. HYMAN: And, please, we're always  
24 available.  
25 MR. SHERES: Absolutely. We'll see what

12

1 happens. Have a wonderful day.  
 2 THE COURT: Thank you. My best to Mr.  
 3 DuBosar.  
 4 MR. SHERES: Absolutely.  
 5 THE COURT: So this counterclaim that you've  
 6 raised, now you've amend it. Technically, the motion  
 7 to dismiss isn't set for today, but I'm looking at  
 8 this realistically. If your client lost money, then  
 9 your client would be damaged by whatever wrongdoing  
 10 might be alleged against the former controlling  
 11 person of the Plaintiff. But my understanding of the  
 12 undisputed facts are that, regardless of this issue  
 13 of whether James Judd is or is not on the account,  
 14 and regardless of the issue of what partnership  
 15 agreements, if any, control this particular claim,  
 16 those are open issues, which, by the way, completely  
 17 defeat summary judgment. You keep renewing it. It's  
 18 a waste of time. Honestly, I really like you, and  
 19 you're smart, but it wastes your time and mine and  
 20 theirs when you do that because there are material  
 21 factual issues in dispute with regard to these claims  
 22 and defenses. It's not ripe for summary judgment.  
 23 But, if the facts really are undisputed that whoever  
 24 is the account holder, this account was a net winner,  
 25 that is it received back more than it invested, than

13

1 it deposited, it really wasn't invested, they  
 2 received more back than they gave, then the only  
 3 issues are all those that we've detailed. There are  
 4 statute of limitations issues. There are issues with  
 5 regard to what are the partnership agreements. There  
 6 are many issues but not an issue of monetary damage  
 7 to your client. You're saying you want the return of  
 8 your investment. That's the relief that you seek in  
 9 your counterclaim, but I think the undisputed facts  
 10 are your client not only received back their  
 11 investment but a positive return on their investment.  
 12 So I don't understand what we're doing. But, if  
 13 there's discovery you need to defend on what the  
 14 issues are, that is: whose account is it; were you  
 15 really in it; how much did you really net win; where  
 16 were the winnings coming from; how far back can you  
 17 reach? I don't understand because it's extremely  
 18 wasteful of time what we're doing with these claims  
 19 given all these circumstances. I mean I want to work  
 20 with your client on his schedule; I want to make sure  
 21 you have the documents you need; but I don't know  
 22 what else we're doing really.  
 23 MR. KREEGER: I would like to address that,  
 24 but, okay, if I can talk to the Court without  
 25 disclosing certain matters that were discussed during

14

1 the mediation but things that came afterwards, I  
 2 think there's a possibility that the case can be  
 3 resolved, and we don't need to bother the Court any  
 4 further. The question is --  
 5 THE COURT: Do you have an objection to my  
 6 listening to what he's saying?  
 7 MR. HYMAN: I don't have any objection so long  
 8 as I can respond.  
 9 THE COURT: Alright. Okay, we're going to do  
 10 this nice and easy. Right?  
 11 MR. SHERES: Absolutely Your Honor.  
 12 THE COURT: Right?  
 13 MR. KREEGER: Fine.  
 14 THE COURT: I'm listening.  
 15 MR. KREEGER: Without getting into numbers --  
 16 THE COURT: Alright.  
 17 MR. KREEGER -- because the numbers were  
 18 discussed during mediation --  
 19 THE COURT: Right.  
 20 MR. KREEGER: And I'm not asking to do it,  
 21 okay?  
 22 The mediation was adjourned for us to give a  
 23 financial statement, and the ground rules were we  
 24 would send the financial statement signed by both  
 25 husband and wife.

15

1 THE COURT: I think this was mentioned to you  
 2 and Herman's clients, as well, and Herman ended up  
 3 settling.  
 4 MR. KREEGER: Well, I don't know the details.  
 5 THE COURT: I have no idea what the numbers  
 6 are. I don't know what the numbers are in any of the  
 7 recent settlements actually.  
 8 MR. KREEGER: I'm not asking the Court to  
 9 focus on the numbers.  
 10 THE COURT: Thanks, appreciate that.  
 11 I'm listening, go ahead.  
 12 MR. KREEGER: So, at any rate, they emailed us  
 13 a financial statement that they wanted, a very long  
 14 financial statement. To my recollection, it's  
 15 probably over 30 pages. We not only sent them that,  
 16 plus tax returns, okay? And then they were to  
 17 evaluate it to see that that represented what we had  
 18 told them at mediation.  
 19 THE COURT: Okay.  
 20 MR. KREEGER: The response I got was that Mr.  
 21 Weber -- and, by the way, Mr. Hyman sent me an email  
 22 before they got it saying that he understood that  
 23 there was a tentative settlement.  
 24 THE COURT: Alright, just one second. Just  
 25 one second. I'm not comfortable.

16



SEPTEMBER 17, 2014 HEARING TRANSCRIPT

1 MR. KREEGER: Okay, then let me --  
2 THE COURT: I'll tell you what, but I could  
3 become comfortable. It sounds like you want me to  
4 help take over mediating your settlement. You're not  
5 telling me, you're not asking me to enforce  
6 something; and I don't know what they received and  
7 what their response was. If you're telling me you  
8 want me to help you settle the case, that puts me in  
9 a really tough spot because I'm --  
10 MR. KREEGER: I'm not asking you --  
11 THE COURT: Alright, then I'll try to keep an  
12 open mind as we move forward. I'm working real hard  
13 at it.  
14 MR. KREEGER: Alright. Let me see if I can  
15 deal with --  
16 THE COURT: You understand why I'd be  
17 concerned about the direction in which you're heading  
18 with the statements you made, right?  
19 MR. KREEGER: I'm not sure, but I'll try to  
20 avoid what I think you're talking about.  
21 THE COURT: Okay, fine.  
22 You wanted them to see your financial picture,  
23 which is what they requested, and they didn't respond  
24 the way you liked.  
25 MR. KREEGER: No, no, no. Not for that

17

1 reason, though.  
2 THE COURT: Alright, continue.  
3 MR. KREEGER: Now Mr. Weber does not believe  
4 that James Judd's signature was James Judd's  
5 signature.  
6 THE COURT: Oh, okay.  
7 MR. KREEGER: And so what I did to try to deal  
8 with that is James Judd is presently in Israel, and I  
9 had him go before the General Director of the Israel  
10 Symphony yesterday, and he resigned the two signature  
11 pages; and he faxed them to me. In Israel, they are  
12 seven hours ahead of us.  
13 THE COURT: Yes. I've been.  
14 MR. KREEGER: And so I've given Mr. Hyman the  
15 faxed, I mean emailed re-signed, witnessed by the  
16 General Director --  
17 THE COURT: When did you do that?  
18 MR. KREEGER: This morning because I just got  
19 this.  
20 THE COURT: Okay. Well, that's great. So  
21 maybe you'll call me later today or tomorrow and tell  
22 me you've worked it out. Why are you telling me  
23 this?  
24 MR. KREEGER: Because he was telling me just  
25 now that he doesn't accept that because the General

18

1 Director of the Israel Symphony is not a U.S. notary.  
2 And when you walked in, and I was saying to him, "Are  
3 you telling me that you want him to fly to the U.S.  
4 and become a notary --  
5 THE COURT: Stop.  
6 What's going on, Mr. Hyman?  
7 MR. HYMAN: It's not my decision as to whether  
8 or not the symphony conductor witnessing --  
9 THE COURT: No, that's not the point. First  
10 of all, they're not required to do this at all.  
11 MR. HYMAN: No.  
12 THE COURT: No, no. I'm troubled by this  
13 because this is taking up a lot of my time; and, you  
14 know, I appoint Von Kahle, and then I say, "Okay,  
15 this law firm is appointed because I want," and for  
16 the most part, he worked out a lot of stuff, but  
17 right now, if the only question is whether you can  
18 rely upon that financial affidavit in deciding how  
19 and under what terms to settle the case, and refusing  
20 to do that because you don't like the form of his  
21 signature makes no sense to me at all. Zero.  
22 MR. HYMAN: Your Honor, the facts are slightly  
23 different.  
24 THE COURT: How are they?  
25 MR. HYMAN: Originally, they sent us on

19

1 September 5th, a copy of this form without Mr. Judd's  
2 signature appearing here. We asked for Mr. Judd to  
3 send us one. They sent us the same form, notarized  
4 the same day with the same notary signature by Mr.  
5 Judd and expected us to accept that. We asked him to  
6 re-execute it. This morning we just received this.  
7 I'll go back to Mr. Von Kahle, see if it's  
8 sufficient, and I'll let Mr. Von Kahle, who's the  
9 client, decide what he would like to do. It's not my  
10 place to decide what he deems deficient without  
11 discussing it with him.  
12 THE COURT: Fine.  
13 MR. HYMAN: And in the interim, we assumed  
14 that we would have to proceed as though we were going  
15 to trial.  
16 THE COURT: Well, if you just received that  
17 this morning, unfortunately, those two are going to  
18 have to go forward, but I would ask that, if the only  
19 issue is whether or not that's a fair statement of  
20 their financial picture to help you decide how, if at  
21 all -- I'm not telling you you have to settle  
22 anything, but I just want to get this done.  
23 MR. HYMAN: Your Honor, we've settled with 36  
24 defendants.  
25 THE COURT: I know that.

20

1 MR. HYMAN: We've had no discovery issues with  
2 35 of the defendants, or with those 36 defendants.  
3 It's only Mr. Kreeger.

4 THE COURT: Thank you. So you've brought this  
5 to my attention. Mr. Hyman is going to take this  
6 back to Von Kahle today, and I wish you luck in your  
7 settlement endeavors.

8 Now, look, this counterclaim, if you're  
9 sitting here and telling me that you can in good  
10 faith allege that your client has suffered a monetary  
11 loss with regard to the funds deposited in the  
12 subject account, and that there's been actual  
13 damages, as opposed to matters you raised being in  
14 the nature of a defense, I cannot allow these  
15 pleading tactics to continue because my understanding  
16 is that, and this is after a forensic effort on the  
17 part of the Conservator and the experts they've  
18 retained, they spent a lot of time and money on this,  
19 analyzing a lot of accounts over a long period of  
20 time. They have concluded that your client, whether  
21 it's Mr. and Mrs. Judd or just Mrs. Judd, received  
22 back more than they deposited. Is that a disputed  
23 fact?

24 MR. KREEGER: Well, it's disputed if their  
25 position, which is that we have to give back

21

1 everything we got --

2 THE COURT: Everything you got.

3 MR. KREEGER: The \$80,000 that we were told --

4 THE COURT: Alright, just one second. I will  
5 never allow that claim to stand. If you're saying  
6 that a net winner paying back their winnings so that  
7 everybody zeroes out, and a Ponzi scheme results in  
8 now everyone having a claim against everybody else  
9 because nobody earned any money on their money, that  
10 claim doesn't exist. That's the logical extension of  
11 your position. Your position is that everybody can  
12 sue everybody because nobody made any money on their  
13 deposits.

14 MR. KREEGER: That's not --

15 THE COURT: Yes. I'm sorry, Mr. Kreeger, I  
16 don't see it. What I do see it is, respectfully, I  
17 don't know on what retainer basis you are with the  
18 Judds, whether you're doing this as a friendship,  
19 whether it's pro bono, but I can tell you that it's  
20 utilizing extraordinary resources. The cost  
21 involved, the time involved doesn't make sense  
22 because a net winner cannot, has no affirmative claim  
23 for damages because they've suffered no loss.

24 MR. KREEGER: The Plaintiffs in this case were  
25 described as the successor managing partners of this

22

1 partnership. My clients were given, under penalty of  
2 perjury, K-1s. They paid taxes based upon the K-1s  
3 that they were given.

4 THE COURT: Yes, but they're tax implications  
5 for everybody. Tax implications for everybody.

6 MR. KREEGER: I don't know what the others are  
7 because they won't tell me.

8 THE COURT: Well, first of all, these are --  
9 whether or not these are actual losses suffered,  
10 they're also potential defenses. The question is,  
11 fundamentally, because this is not the first time  
12 courts have looked at Ponzi schemes and how to  
13 resolve the various issues among people who blindly  
14 not knowing, and that's right now, I'd assume,  
15 undisputed fact, that nobody knew, none of the net  
16 winners or net losers actually knew that this wasn't,  
17 that the Madoff, ultimately, what these, that these  
18 partnerships we're investing in would appear to be  
19 one of the most safest, securest investment, Madoff,  
20 the former head of a major investment house.

21 In any event, I do not see any precedent for  
22 the notion that a net winner in a case involving how  
23 to resolve internal partnership claims, net winners  
24 versus net losers, that net winners have an  
25 affirmative damage claim. I've never seen it.

23

1 MR. KREEGER: Well, I can't tell you what  
2 you've seen or not seen.

3 THE COURT: Well, you have to show me one.

4 MR. KREEGER: And I can tell you that, when  
5 I've propounded discovery, they've been very evasive;  
6 that as late as 6:08 p.m. last night, they first sent  
7 me a response to the Second Request For Admissions  
8 and Second Interrogatories that were served on May  
9 23rd, three and a half months ago; and they gave me  
10 at 6:08 p.m. last night the First Response to the  
11 Third Request for Production that was served over two  
12 months ago. They haven't produced all the documents  
13 that I've asked.

14 THE COURT: That was my first question to you.  
15 What do you need that you don't have that you would  
16 like to have?

17 MR. KREEGER: I haven't had a chance to look  
18 at what they sent me yesterday at 6:00 o'clock.

19 THE COURT: Response to that.

20 MR. HYMAN: Your Honor, we've given him a full  
21 day to inspect the partnership's books and records.  
22 We've given him the tax returns.

23 THE COURT: No, my question is why did you  
24 wait until last night to fax him additional  
25 documents?

24



SEPTEMBER 17, 2014 HEARING TRANSCRIPT

1 MR. HYMAN: Because we had previously -- what  
2 we had provided was Responses to Interrogatories and  
3 Requests for Admissions. Previously, as part of the  
4 settlement discussions, we had agreed that, if we  
5 weren't going to settle, that he would give us a  
6 reasonable time to respond once we made the decision  
7 as to whether or not we would settle. Given the  
8 facts that we weren't sure whether or not we were  
9 going to settle or not, we propounded responses to  
10 the interrogatories and discovery.

11 MR. KREEGER: May I respond to that? The  
12 reason I'd like to respond to that --

13 THE COURT: No.

14 One of the reasons that I've been so grateful  
15 that I was able to move into this, in my view, higher  
16 level of work than civil is because, if I had  
17 continued to serve in a General or Civil Division, I  
18 don't know that I would have still be sitting here  
19 because what's happened right now happens routinely  
20 among the typical tort or smaller commercial dispute,  
21 which is last minute responses to discovery, the  
22 other side not getting a chance to look at it, which  
23 results in a waste of everybody's time, because I  
24 really don't want to sit here for the next hour  
25 sifting through what, you don't know whether, what

25

1 you've put.

2 I need to know from you what you need that you  
3 don't have; and I understand now you can't tell me  
4 that. I think you have good reason to say that. So,  
5 why the delay, I'm not going to get into that.

6 So what I'd ask that you do is, just as I said  
7 to counsel for Mr. Wallick, if by Monday you've not  
8 resolved your discovery problems with the Plaintiff,  
9 and there's still things you need that you don't  
10 have, then you contact my office, and I have lots of  
11 hearing time available right away, which is a pain  
12 because you, unlike them, they're downtown here, you  
13 schlep from Miami, but some of that is your own doing  
14 because it's been a heavily, a lot of motions, a lot  
15 of amendments, pleadings. It's a bit much. In any  
16 event, right now I'm going to reset your motion to  
17 compel, but we're going to set dates for this trial.

18 Now, tell me when your client is available  
19 for trial in November.

20 MR. KREEGER: Well, I think that Valerie Judd  
21 will be available virtually anytime the court sets in  
22 November.

23 I would ask from a personal standpoint that it  
24 not be on November --

25 THE COURT: No. Mr. Judd is a party. Are you

26

1 telling me he's not going to be appearing at trial?

2 MR. KREEGER: I don't think he will be, Your  
3 Honor. I'll think he'll be in Europe or Asia.

4 THE COURT: Has he been deposed yet?

5 MR. KREEGER: No.

6 THE COURT: Well, that's a problem. That's a  
7 problem. Because part of, one of the critical  
8 factual issues that you've chosen to raise is that  
9 he's not a part of the account, even though his name  
10 is on the account, and there are some documents with  
11 his signature on it, one in the year 2000 that I've  
12 seen.

13 MR. KREEGER: I beg your pardon, you have not  
14 seen anything with his signature.

15 THE COURT: It looked like it to me.

16 MR. KREEGER: I'm sorry, but that's --

17 THE COURT: I'm not going to let that happen.  
18 I'm not going to let that happen, Mr. Kreeger. He  
19 needs to be here for the trial. I've rescheduled  
20 hearings; I've rescheduled mediations for him; I've  
21 rescheduled for him. Don't get me started with that.

22 MR. KREEGER: Your Honor, I'm not trying to --

23 THE COURT: He's not the President of the  
24 United States.

25 You tell me. Because I could set this in

27

1 October.

2 MR. KREEGER: If you want to set it in  
3 October, he will not be here, but we'll go to trial  
4 without him if you set it.

5 THE COURT: I can tell you I'm going to have a  
6 hard time with some of his defenses if he can't find  
7 it within his schedule for three months to be present  
8 to testify on material issues.

9 Is he available to be deposed here?

10 MR. KREEGER: I'll find out when the one day,  
11 he may be here one day, but I also then, I noticed  
12 Mr. Von Kahle for the 29th of September. They tell  
13 me he is not available. I'd like to depose him  
14 first.

15 MR. HYMAN: If I may. We don't understand why  
16 there is a need to depose Mr. Von Kahle.

17 Would you mind explaining?

18 THE COURT: No. That's --

19 MR. HYMAN: Sorry, sorry.

20 THE COURT: That's, you know, I don't --

21 MR. HYMAN: We believe, Your Honor, and we'll  
22 be filing a motion for protective order as to that  
23 issue, if necessary.

24 THE COURT: I got to tell you, Zack, I'm not  
25 really happy the way you're litigating this either.

28

SEPTEMBER 17, 2014 HEARING TRANSCRIPT

|    |   |    |   |
|----|---|----|---|
| 1  | Off the record.                                       | 1  | recollection is the primary thing he was looking for  |
| 2  | (OFF THE RECORD.)                                     | 2  | in these papers was audits. That's what you were      |
| 3  | THE COURT: Back on the record.                        | 3  | looking for, audits. So, I don't know what you're     |
| 4  | MR. KREEGER: Your Honor --                            | 4  | looking for. I'm just saying is, if there is          |
| 5  | THE COURT: I can tell you something else.             | 5  | something that he still doesn't have that reasonably  |
| 6  | I'm reaching a tolerance level that is dangerous on   | 6  | would be discoverable under the rule, that you,       |
| 7  | this issue because it's going to get expensive for    | 7  | instead of having him come back up here, unless it    |
| 8  | somebody if some sanity doesn't take place. Your      | 8  | takes too much time and too much money, just get the  |
| 9  | client, celebrity or not -- I mean, I've had a lot of | 9  | documents to him. If there's a legitimate beef,       |
| 10 | celebrities over the years; and there are some judges | 10 | you'll let me know on Monday, and I'll hear it as     |
| 11 | that don't have a problem with pulling a football     | 11 | soon as you can have it ready because I've got plenty |
| 12 | player away from his team, at all.                    | 12 | of hearing time.                                      |
| 13 | So, I might be satisfied with a video                 | 13 | MR. KREEGER: May I give you a list on Monday,         |
| 14 | deposition for trial purposes. If you can show me by  | 14 | if they don't degree that they're accepting Mr.       |
| 15 | affidavit that this man is not going to be in Broward | 15 | Judd's signature?                                     |
| 16 | County, Florida at all during this trial period,      | 16 | THE COURT: I may do it by phone. If you can,          |
| 17 | because this was supposed to be done in September,    | 17 | because sometimes, you know, it's a little wordy what |
| 18 | but I moved it to October, November, December. At no  | 18 | you write sometimes on this stuff.                    |
| 19 | time did I get anything from you saying, "My client,  | 19 | MR. KREEGER: Your Honor, may I? You're                |
| 20 | James Judd, who denies being on this account, that    | 20 | accusing me of being wordy when their Third Amended   |
| 21 | "It's not my account," "It's my wife's account," is   | 21 | Complaint with exhibits is over 300 pages, and I      |
| 22 | not available to be deposed or testify for basically  | 22 | don't think I filed anything over seven pages in this |
| 23 | four months.  | 23 | case?   |
| 24 | MR. KREEGER: Your Honor, may I respond?               | 24 | THE COURT: I'm talking about your discovery.          |
| 25 | THE COURT: You know what, I don't know.               | 25 | It's usually a history lesson. Every time I get a     |
|    | 29  |    | 31  |
| 1  | MR. KREEGER: There are a couple of things I'd         | 1  | discovery motion, you renew it.                       |
| 2  | like to say. I'm not asking you to rule on it. I'd    | 2  | Both sides, by the way, are wordy, both sides,        |
| 3  | just like to comment.                                 | 3  | not just you.   |
| 4  | There was one thing that I filed that said            | 4  | Here's the point. If you can't resolve the            |
| 5  | that we were not asking the court to continue the     | 5  | problem, and you have a very distinct list of things, |
| 6  | trial. This was when you were --                      | 6  | we might be able to do it over the phone.             |
| 7  | THE COURT: That's because your man doesn't            | 7  | MR. KREEGER: I'll send you that.                      |
| 8  | intend to appear, again, nor is he available to be    | 8  | THE COURT: Alright. The goal is that won't            |
| 9  | deposed.  | 9  | be necessary. That's the goal. That's the goal.       |
| 10 | MR. KREEGER: No. I said I was not asking the          | 10 | Anything else?  |
| 11 | Court to move the case back from when you had set it  | 11 | MR. KREEGER: I've also bought a new car so it         |
| 12 | because he wasn't going to be able to be here, so I   | 12 | wouldn't break down between Miami and here.           |
| 13 | wasn't asking for a continuance, number one.          | 13 | THE COURT: I'm sure you'll enjoy that.                |
| 14 | Number two is, more importantly, I went to the        | 14 | MR. KREEGER: And I will tell the Court that I         |
| 15 | office of the Conservator the day before mediation.   | 15 | brought an accountant at my expense to look at        |
| 16 | I brought with me a Philip Schecter, of Sherry        | 16 | documents. Maybe they will look at what we've given   |
| 17 | Bekaert, LLC.   | 17 | them and realize that we've done what we said we      |
| 18 | THE COURT: I read that. And I will say this,          | 18 | would do, and the case will get resolved.             |
| 19 | so we have some guidance here, is there anything he   | 19 | THE COURT: Alright, so I'm going to give you          |
| 20 | still doesn't have? I'm hoping that, unless your      | 20 | different dates, and you're going to need to get back |
| 21 | client is prepared to sign an affidavit saying this   | 21 | to me by Monday on these dates, on Monday, or I'm     |
| 22 | is cost prohibitive, it would take us X number of     | 22 | going to set it. Because Suzie reached out to you     |
| 23 | hours to locate these documents; and we'll make them  | 23 | and didn't get anything back.                         |
| 24 | available again in the office for him, and we'll show | 24 | October 20 through 23 is open.                        |
| 25 | him where the files are; they're in there. But my     | 25 | MR. KREEGER: October 23rd is a date I can do.         |
|    | 30  |    | 32  |



1 THE COURT: I'm just giving you these dates  
2 right now. You have to confer with your clients; and  
3 there's also the issue of readiness.  
4 October 30 and 31.  
5 Are you going to write these dates down?  
6 MR. HYMAN: Yes, I am  
7 MR. KREEGER: That's not a good date for me.  
8 THE COURT: I'm not asking you that, so I'm  
9 not listening to you when you tell me that.  
10 November 5 through 7. This is what happens  
11 when other people settle.  
12 And November 12 through 14.  
13 So, I got to tell you, if this issue ever got  
14 looked at by some higher court about, as far as  
15 whether a court abuses discretion or not, I don't  
16 know too many circuit court judges who get to do what  
17 I do to give you all those options over all the  
18 period of time we've been working and says, "I can't  
19 be there. I can't be there."  
20 So I've given you marching orders.  
21 MR. KREEGER: I'll give you the dates that I  
22 can do.  
23 THE COURT: Because it's not going to be ready  
24 any earlier. You're still seeking discovery. You  
25 still have pleadings.

33

1 I'm returning now to -- your Renewed Motion  
2 for Summary Judgment is facially deficient.  
3 MR. KREEGER: I'm not arguing that now.  
4 THE COURT: No, no. Don't set it for hearing  
5 because I'm going to deny it. It's denied. It's  
6 facially deficient. On its face, it reflects there  
7 are disputed issues of fact. You challenge in your  
8 motion the weight of their evidence. You take a look  
9 at, well, these are the only documents they have so  
10 they can't prove it. But, I'm sorry, even on the  
11 face of the documents, they raise questions of fact  
12 with regard to in whose name the accounts are on. So  
13 I have to try the case. I'm not going to grant a  
14 summary judgment on this case because it's been fully  
15 briefed already, nothing new.  
16 And on this counterclaim issue, because you  
17 need to have the pleadings closed so you know what  
18 you're trying. I'm giving you dates, but the  
19 pleadings are still open. I have flexibility under  
20 the rules, but let's not be absurd. I'm repeating  
21 himself. I'm asking you this question, because your  
22 answer was, well, if you take a look at the fact that  
23 we did not make a return on our investment, or we may  
24 have to amend out tax returns for certain years, or  
25 there may be some, that's true of everybody. That's

34

1 not a situation unique to your client. In fact,  
2 there may be taxes owed on the funds that are  
3 received by the people who get distributions. Tax  
4 consequences are not damages in these cases. I've  
5 never seen one. They're not.  
6 But some of the issues you raise in your  
7 counterclaim may be defensive in nature. So, how can  
8 you ultimately plead a cause of action, any action --  
9 of course, the Conservator here is now standing in  
10 the shoes of the partnership strictly to try to  
11 balance out the accounts of all those who unwittingly  
12 participated in what we now know is a Ponzi scheme.  
13 If the issue is that the Conservator's right to  
14 recover funds also subjects the Conservator to an  
15 affirmative damage claim because someone had adverse  
16 tax consequences because now they have, then there  
17 will never be any ability by any conservator or any  
18 receiver or any court to ultimately do equity; that  
19 is, appropriately balance out accounts of persons who  
20 unknowingly invested in a Ponzi scheme. I don't see  
21 this happening. So it's dismissed with prejudice.  
22 With prejudice.  
23 MR. KREEGER: Is that your ruling today?  
24 THE COURT: Yes, yes. Because I've had enough  
25 hearings on motions. I've had enough hearings on

35

1 pleadings. I think it's an abuse of the amendment  
2 privilege. That's my finding.  
3 MR. KREEGER: Your Honor, may I ask you a  
4 hypothetical question?  
5 THE COURT: I don't know. We'll see.  
6 MR. KREEGER: What if -- I apologize.  
7 THE COURT: That's alright.  
8 MR. KREEGER: It's supposed to be off.  
9 THE COURT: If it was a new 6 Plus, you'd be  
10 in trouble. But it's not.  
11 I have one just like it so you're okay.  
12 It's unbelievable this new technology. It's  
13 just unbelievable.  
14 Go ahead. Go ahead.  
15 MR. KREEGER: What if it turned out, for the  
16 sake of the argument, that the first indication and  
17 the first time there was a Ponzi scheme was in 2007.  
18 Wouldn't that affect monies that were received prior  
19 to 2007?  
20 THE COURT: Those are issues that are  
21 squarely, squarely in the pleadings as framed without  
22 an affirmative counterclaim. Talking about a statute  
23 of limitations issue?  
24 MR. KREEGER: You're saying it's a statute of  
25 limitations issue. I'm suggesting, I'm asking

36

SEPTEMBER 17, 2014 HEARING TRANSCRIPT

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| 1 whether it's also a damage issue. I've asked when      | 1 work in New York to prosecute the case here. That's    |
| 2 they first knew about it. They've refused to give me   | 2 to your client's benefit.                              |
| 3 that information.                                      | 3 MR. KREEGER: And it also should reduce the             |
| 4 THE COURT: Who is they?                                | 4 amount of the claim against my client.                 |
| 5 MR. KREEGER: (Indicating).                             | 5 THE COURT: No, sir. It's separate. No. I               |
| 6 THE COURT: Excuse me, they represent the               | 6 disagree.  |
| 7 Conservator. They don't represent Jacobs. They         | 7 MR. KREEGER: I understand that.                        |
| 8 don't represent Sullivan. They don't represent         | 8 THE COURT: Okay.                                       |
| 9 Margaret Smith. If you are somehow seeking to raise    | 9 MR. KREEGER: But, also --                              |
| 10 an affirmative claim against -- but, you see, that    | 10 THE COURT: No. We're done, Mr. Kreeger.               |
| 11 claim was made, which I think you're missing, and I   | 11 We're done. You're Renewed Motion for Summary         |
| 12 think your client, I don't know, may be missing the   | 12 Judgment is denied with prejudice. The Motion to      |
| 13 boat, as well, there is a separate lawsuit on behalf  | 13 Dismiss the Second Amended Counterclaim --            |
| 14 of the partnerships, including your clients, for the  | 14 MR. HYMAN: Yes, Your Honor.                           |
| 15 losses suffered in the Ponzi scheme. I'm spending a   | 15 THE COURT: -- is granted with prejudice.              |
| 16 lot of time on that. The case against Jacob, of       | 16 Excuse me. Don't do that. Because I'm really          |
| 17 Bienes and of --                                      | 17 done.   |
| 18 MR. HYMAN: Avellino.                                  | 18 I've given you dates. I'm going to go over            |
| 19 THE COURT: Avellino.                                  | 19 them; and if I don't hear from you by Monday with a   |
| 20 MR. HYMAN: And Sullivan.                              | 20 date, I'm going to set it. October 20 to 23.          |
| 21 THE COURT: And Sullivan. Although, they               | 21 October 30 and 31. November 5 through 7. November     |
| 22 resolved with Sullivan. Sullivan they settled with.   | 22 12 through 14.  |
| 23 That is on behalf of all those who invested,          | 23 If you have not resolved your discovery               |
| 24 including your clients, to recover the money for any  | 24 dispute by Monday, you'll let me know on Monday or    |
| 25 fraud committed by the partnerships. You see, you're  | 25 approximately as well what discovery you still need,  |
| 37   | 39   |
| 1 going nowhere with that because whatever losses have   | 1 and I will attempt to conduct a phone hearing on       |
| 2 been suffered by the partnerships as a result of       | 2 that.  |
| 3 those who preceded the Conservator, this is the        | 3 Anything further from you?                             |
| 4 Conservator's claim on behalf of the partnerships      | 4 MR. HYMAN: We would prefer that the trial be           |
| 5 which inures to the benefit of your client, even       | 5 on October 30th.                                       |
| 6 though your client now is a net winner, is still       | 6 THE COURT: I told you I'm not going to do              |
| 7 being targeted to recover those funds, he has          | 7 that today.  |
| 8 multiple defenses, but no affirmative claims because   | 8 THE HYMAN: And the Conservator's deposition,           |
| 9 affirmative claims are being proceeded in another      | 9 any --   |
| 10 lawsuit brought by the same person you're litigating  | 10 THE COURT: No, sir. Those depositions need            |
| 11 with now. In fact, one could say that you're taking   | 11 to be taken with regard to availability and not with  |
| 12 so much time for him with this that he can't do that. | 12 who goes first because it really does -- this is not  |
| 13 MR. KREEGER: I think he had a duty to do that         | 13 like two parties in a automobile accident, and I want |
| 14 first. That's my personal view.                       | 14 to hear what you say happened before I tell you what  |
| 15 THE COURT: Do what? They're doing both.               | 15 I remember happening.                                 |
| 16 They've been running simultaneous. As a matter of     | 16 MR. HYMAN: I was trying to make the argument          |
| 17 fact, originally, this was set for trial this year,   | 17 of who goes first. I apologize if I wasn't clear.     |
| 18 but they've expanded the case now. They're now --     | 18 THE COURT: Well, let's put it this way, just          |
| 19 originally, they were only seeking money against      | 19 so we have an understanding, I want to make sure your |
| 20 Avellino and Bienes with regard to solicitations with | 20 client understands this, whatever funds are recovered |
| 21 Barbara Kelley and his work here locally, but now     | 21 by the Conservator to be disbursed to partners,       |
| 22 they've expanded the case, which now pushed it to     | 22 including your client, is reduced by what it costs    |
| 23 another trial docket, to say that, well, actually,    | 23 the Conservator to do that. So, if you need to take   |
| 24 you were at the very heart with Madoff and the scheme | 24 his deposition, I assume it's going to be narrowed,   |
| 25 in New York. And they're borrowing from Picard's      | 25 because I understand typically every party has a      |
| 38   | 40   |

SEPTEMBER 17, 2014 HEARING TRANSCRIPT

1 right to depose the opposing party, but I'm assuming  
2 that in good faith you have specific questions and  
3 you want to know his position is prior to trial, and  
4 I think that's reasonable. So you can't prevent him  
5 from taking the deposition. I would ask, I'm urging  
6 both of you in the spirit of just being professional  
7 and cooperative, for your own benefit, because you're  
8 making, otherwise, you're making each other's lives  
9 much more difficult than it needs to be, because  
10 that's usually the way it works out, and mine, to try  
11 to work together as best you can on these remaining  
12 discovery issues.

13 Okay. Anything further?

14 MR. HYMAN: No, Your Honor.

15 THE COURT: Anything further?

16 MR. KREEGER: Yes.

17 THE COURT: What.

18 MR. KREEGER: I'd like them to agree that  
19 they're going to let me know within the next day  
20 whether we have a settlement.

21 THE COURT: I think they should be given more  
22 than a day.

23 MR. KREEGER: They've had the financial  
24 statements since --

25 THE COURT: I'm not going to do that. I would

41

1 never do that. I would ask them to respond as soon  
2 as they reasonably can.

3 I don't know what Mr. Von Kahle is doing  
4 today, Mr. Kreeger. This is not his only matter.

5 MR. KREEGER: He has had this --

6 THE COURT: Mr. Kreeger, that's unreasonable.  
7 That request is refused. Respectfully, refused. I  
8 am asking they do the best they can to respond to you  
9 as quickly as they can. That's as much as I will do.

10 MR. KREEGER: The reason I ask was the only  
11 real issue --

12 THE COURT: Now, you can tell him that  
13 outside. That's not for me.

14 MR. KREEGER: All right. Okay.

15 THE COURT: Professionals will be able to  
16 communicate like that with each other. And I'll tell  
17 you, you do not want me to refer you to the Bar on  
18 this behavior. You don't want me to do that. Please  
19 don't urge me to do that.

20 Have a nice day.

21 (THEREUPON, THE HEARING WAS CONCLUDED AT 11:09 A.M.)

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1 COURT CERTIFICATE  
2  
3 STATE OF FLORIDA:  
4 COUNTY OF BROWARD: SS.  
5  
6 I, GEOFFREY L. COLLIFLOWER, a Shorthand  
7 Reporter and Notary Public in and for the State of  
8 Florida at Large, do hereby certify that I was  
9 authorized to and did stenographically report the  
10 foregoing proceedings and that the transcript is a  
11 true and complete record of my stenographic notes.

12 I further certify that I am not a relative,  
13 employee, attorney or counsel of any of the parties, nor  
14 am I a relative or employee of any of the parties'  
15 attorney or counsel connected with the action, nor am I  
16 financially interested in the action.

17 Witness my and official seal this 19th day of  
18 September, 2014.

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*Geoffrey L. Colliflower*

