

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.

IN THE CIRCUIT COURT OF THE 17<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO: 12-34121(07)

Complex Litigation Unit

**DEFENDANTS JUDD'S MOTION TO DISQUALIFY PLAINTIFFS' COUNSEL AND  
CONSERVATOR FOR FRAUDULENT AND DECEPTIVE USE OF THE MEDIATION  
PROCESS TO IMPROPERLY OBTAIN SPECIFIC AND DETAILED SWORN  
FINANCIAL INFORMATION FROM DEFENDANTS JUDD THAT THEY COULD NOT  
OTHERWISE HAVE OBTAINED WITHOUT A FAVORABLE JUDGMENT WHEN  
THEY HAD NO INTENT OF SETTLING THE CASE**

Preliminary Statement

As will be shown, it is readily apparent that Plaintiffs' Counsel had no serious intent to settle but improperly used the Court ordered mediation process to obtain sworn detailed financial information about Defendants' assets that could only be properly obtained after a favorable judgment.

Defendants Judd move to disqualify Plaintiffs' counsel and conservator and as grounds therefor, Defendants Judd would respectfully show:

1. Defendant Valerie Judd appeared for Mediation on Friday morning, August 29, 2014 pursuant to this Court's Order with the Court's authority to represent both of the Judd Defendants. Although the Court had designated Howard Tescher to be mediator, Plaintiffs unilaterally chose Michael Christensen without prior discussion with the Defendants.

2. At mediation, Plaintiffs agreed to accept \$15,000 (this amount is stated in Plaintiffs' counsel's email on September 24, 2014, previously filed with this Court and attached hereto as Exhibit A), subject to receiving financial statements which Plaintiffs had repeatedly insisted be sworn statements.

3. As the parties were leaving following the mediation, the Conservator's representative, Dick Haslam, advised Defendants' counsel that there was a settlement subject to receipt of the Financial Statements.

4. The afternoon of the mediation, on August 29<sup>th</sup>, Plaintiffs' counsel Weber e-mailed extensive financial forms to Defendants' counsel (Exhibit B attached hereto.)

5. On Monday, September 1, 2014 (Labor Day), Plaintiffs' counsel Hyman sent an email to Defendants' counsel acknowledging that there was a "tentative settlement." (Exhibit C hereto.)

6. One hour later, Plaintiffs' counsel Weber sent an email to Plaintiffs' counsel Hyman (with a copy to Defendants' counsel) denying that there was any tentative settlement (Exhibit D hereto).

7. On September 3, 2014, Plaintiffs' counsel Samuels again misled Defendants (and the Court) by stating that Defendants were to submit sworn statements on Friday and acknowledging the agreement that Defendants were to get the financial statements on Friday (September 5<sup>th</sup>) and Plaintiffs would confirm by Wednesday (September 10<sup>th</sup>). (Exhibit E hereto.)

8. On Friday, September 5<sup>th</sup>, Defendants emailed to Weber the sworn financials in the forms sent by Plaintiffs' counsel Weber to Weber (Exhibit F hereto). These emails enabled Plaintiffs to verify the financial information verbally given at mediation.

9. Instead, on September 5<sup>th</sup>, however, after receiving the sworn financial statements on the forms which Weber had requested, that had notarized signatures of both Defendants James and Valerie Judd (the notarized signature pages of both forms are attached hereto as Exhibit G),

Plaintiffs' counsel Weber, contrary to the agreement reached at mediation, as well as representations made to this Court on Wednesday Sept 3<sup>rd</sup> by Plaintiffs' counsel Samuels, began to send emails purporting to question the authenticity of the notarized signature of James Judd. At least four of Weber's emails sent between September 5<sup>th</sup> and 8<sup>th</sup> refused to accept Defendant Judd's notarized signature. (Exhibit H attached hereto.)

10. On September 10, 2014, Plaintiffs' counsel Weber failed to confirm that the sworn financial statements submitted on the forms he had insisted upon confirmed the information given at the mediation on August 29<sup>th</sup> (and which Samuels had acknowledged to this court would have enabled Plaintiffs to verify the verbal information given at mediation upon which Plaintiffs had agreed to settle for \$15,000.00. Clearly, Samuels' email of September 24<sup>th</sup> sent after Defendants served their Motion to Enforce the Settlement, demonstrated that the sworn information already provided by Defendants on September 5<sup>th</sup> had been sufficient to enable the Plaintiffs to respond on September 10<sup>th</sup> as Samuels told the Court Plaintiffs would do.

11. Instead, Weber began to demand that Defendants provide further sworn information by claiming that James Judd provide a sworn statement on the same forms in his handwriting, with his notarized signature even though they already had his notarized financial information.

12. Starting on September 10<sup>th</sup>, Weber now began to send three additional emails demanding the identical financials to be written in James Judd's handwriting with his signature notarized. (Exhibit I.)

13. This demand was confirmed in Mike Christensen's email of September 18<sup>th</sup>. (Exhibit J). Parenthetically, mediator Christensen did not have copies or knowledge of the emails from Hyman, Samuels' statement in open Court, the sworn notarized Financial Statement, or the chain of emails from Weber questioning the notarized signature of James Judd.

14. Samuels' email of September 24<sup>th</sup> (Exhibit A hereto), sent after Defendants served their Motion to Enforce the Settlement, without further information, demonstrates that the

information received on September 5<sup>th</sup> had provided Plaintiffs with the requested information to respond to Defendants as Plaintiffs and Samuels had promised to both Defendants and the Court on Wednesday September 10<sup>th</sup> and that they had no good faith basis to ask for more without a good faith explanation to Defendants' counsel.

15. If, as suggested in Plaintiffs' counsel Samuels' email of September 24<sup>th</sup> (sent after Defendants had moved to enforce the settlement), the sworn financials provided on September 5<sup>th</sup> had shown more assets than represented at mediation, Plaintiffs' counsel and the Conservator were obligated to have communicated that to Defendants' counsel on September 10<sup>th</sup> as Plaintiffs' counsel acknowledged to the court on September 3<sup>rd</sup> they were obligated to do. (Exhibit E hereto.)

16. Accordingly, it is abundantly clear that Plaintiffs' counsel Weber and Plaintiffs have no serious intention of confirming the settlement to which they agreed at the Court-ordered mediation or to respond on September 10<sup>th</sup> to the Sworn Financials received on September 5<sup>th</sup> as Plaintiffs' counsel Samuel had acknowledged to this Court they had agreed to do.

Wherefore, Defendants Judd respectfully pray for an order:

- a. Disqualifying both Plaintiffs' counsel Berger Singerman and the Conservator from continuing this action against Defendants Judd; and
- b. Using any of the sworn financial information which they received through their misleading representations that they had agreed to a \$15,000 settlement.

Dated this 11<sup>th</sup> day of November, 2014.

Respectfully submitted,

s/ Julian H. Kreeger  
JULIAN H. KREEGER, P.A.  
Florida Bar No. 098595  
*Attorneys for Defendants James and Valerie Judd*  
Offices at Grand Bay Plaza  
2665 Bayshore Drive, Suite 220-14  
Miami, Florida 33133  
Telephone: (305) 373-3101  
Facsimile: (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 Berger Singerman and counsel identified below registered to receive electronic notifications, and regular U.S. mail upon Pro Se parties on this 11<sup>th</sup> day of November, 2014 upon the following:

Counsel	E-mail address:
Ana Hesny, Esq.	<a href="mailto:ah@assoulineberlowe.com">ah@assoulineberlowe.com</a> ; <a href="mailto:ena@assoulineberlowe.com">ena@assoulineberlowe.com</a>
Eric N. Assouline, Esq.	<a href="mailto:ena@assoulineberlowe.com">ena@assoulineberlowe.com</a> ; <a href="mailto:ah@assoulineberlowe.com">ah@assoulineberlowe.com</a>
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Robert J Hunt, Esq.	<a href="mailto:bobhunt@huntgross.com">bobhunt@huntgross.com</a> ; <a href="mailto:sharon@huntgross.com">sharon@huntgross.com</a> ; <a href="mailto:eservice@huntgross.com">eservice@huntgross.com</a>
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Thomas L Abrams, Esq.	<a href="mailto:tabrams@tabramslaw.com">tabrams@tabramslaw.com</a> ; <a href="mailto:fcolumbo@tabramslaw.com">fcolumbo@tabramslaw.com</a>
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By: s/ Julian H. Kreeger  
JULIAN H. KREEGER, P.A.  
Florida Bar No. 098595



Julian Kreeger &lt;juliankreeger@gmail.com&gt;

## Financial affidavit

5 messages

Leonard K. Samuels &lt;LSamuels@bergersingerman.com&gt;

Wed, Sep 24, 2014 at 4:24 PM

To: "juliankreeger@gmail.com" &lt;juliankreeger@gmail.com&gt;

Cc: "Steven D. Weber" &lt;SWeber@bergersingerman.com&gt;, "Zachary P. Hyman" &lt;ZHyman@bergersingerman.com&gt;, "PhilVonKahle@moecker.com" &lt;PhilVonKahle@moecker.com&gt;, "Thomas M. Messana (tmessana@messana-law.com)" &lt;tmessana@messana-law.com&gt;

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

l.samuels@bergersingerman.com



Please consider the environment before printing this email.

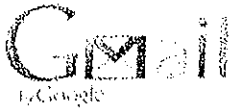
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.....  
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 .....

EXA

10/26/2014

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



**Steven D. Weber**

1450 Brickell Avenue | Suite 1900 | Miami FL 33131

office: (305) 755-9500 | direct: (305) 982-4025 | fax: (305) 714-4340

SWeber@bergersingerman.com

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2 attachments


<https://mail.google.com/mail/u/1/?ui=2&ik=1903822baa&view=pl&search=inbox&th=14957f62fce0e9b2&siml=14957f62fce0e9b2>


1/2

EX. B

10/28/2014

Gmail - Fwd: Judd Defendants

 Financial Disclosure Form 2.pdf  
281K

 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



**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



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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.

EX.

C

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

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]

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EX. D

TRANSCRIPT OF SEPTEMBER 3, 2014 HEARING

1 defense, why not just save it. Just think about it.  
 2 So, before I leave you -- the reason I'm being  
 3 short with you all, this is nowhere close to where  
 4 we're supposed to be today. You're on a three-month  
 5 docket. We carved out time. I kept offering you  
 6 different dates -- on you; on you; on you. And I'm  
 7 only doing it because that's my job. I'm dealing  
 8 with a lot of people's money. I have a  
 9 conservatorship here on behalf of many, many, many  
 10 people, all of whom have taken a hit who are now  
 11 dealing with lawyers still, and all they thought they  
 12 were making an investment; and how they all of a  
 13 sudden have to give depositions, they have to answer  
 14 interrogatories, they have to produce documents, they  
 15 have to deal with lawyers. This is not what they had  
 16 in mind. So my job, as I see it, when I appointed  
 17 Mr. Von Kahle was to represent them as best the Court  
 18 can and not waste their time or money either.  
 19 Is there any issue that we've not addressed  
 20 before I give you a chance to walk out because I need  
 21 to walk out?  
 22 MR. SAMUELS: There are not any issues that  
 23 have not been addressed. I would just like to point  
 24 out, if I may, that we have settled with a lot of  
 25 people.

17

1 THE COURT: I'm very please about that.  
 2 MR. SAMUELS: We put a lot of time and energy  
 3 into this. We've got two people we've had issues  
 4 with out of a slew. We've done our best. We've  
 5 filed our stuff on time. We've complied with all  
 6 court orders. I just want to put that out there.  
 7 We've had issues with two out of several.  
 8 THE COURT: Well taken.  
 9 Just one moment.  
 10 I appreciate what you said. You're absolutely  
 11 right.  
 12 Yes, Mr. Kreeger.  
 13 MR. KREEGER: Your Honor, we filed, in  
 14 addition to an Amended Counterclaim, a Renewed Motion  
 15 to Compel. We had had a hearing approximately two  
 16 weeks ago.  
 17 THE COURT: I'm not hearing that now.  
 18 MR. KREEGER: I understand.  
 19 THE COURT: I haven't seen that. I don't even  
 20 have that.  
 21 MR. KREEGER: I think I did give a copy, but I  
 22 apologize. Let me give you --  
 23 THE COURT: Excuse me just one second.  
 24 Suzie's been with me since January of '91. She gave  
 25 me what you gave her, so don't tell me what you

18

1 just -- we're in recess.  
 2 (OFF THE RECORD from 10:30 A.M. TO 11:00 A.M.)  
 3 THE COURT: Thank you. Be seated, please.  
 4 Okay, I thank you for spending all that time.  
 5 I'm sure it was fun-filled.  
 6 What do you want to tell me?  
 7 MR. SAMUELS: In terms of the Judds, Mr.  
 8 Kreeger's client, we are awaiting some additional  
 9 documentation from the Judds post-mediation that may  
 10 enhance the possibility of getting that case  
 11 resolved. We're going to be receiving those  
 12 documents from the Judds through Mr. Kreeger on  
 13 Friday. We are going to know by Wednesday of next  
 14 week whether or not the case is going to settle  
 15 through the mediation process, which, for lack of a  
 16 better term, I'd say reached an impasse but is still  
 17 open. So that's where we are with the Judds.  
 18 What we would like to do is schedule some time  
 19 potentially now, if we could, to keep the thing  
 20 moving, or we can simply call Suzie on Thursday of  
 21 next week and tell her we need some time for the  
 22 outstanding motions.  
 23 THE COURT: Well, you know which way I'm going  
 24 go with that. You're going to work it out, set the  
 25 dates right now.

19

1 MR. SAMUELS: I had a hunch you would do that.  
 2 THE COURT: It's better for all of us. We  
 3 know by certain dates things are going to get done  
 4 one way or the other, and then we move on.  
 5 MR. SAMUELS: Perfect.  
 6 THE COURT: Otherwise, it just gets worse. It  
 7 doesn't get better. New stuff comes in. More  
 8 creative thought arises.  
 9 MR. SAMUELS: That's our preference. So, to  
 10 tell Your Honor what is outstanding at the moment, we  
 11 can be prepared for a summary judgment hearing 30  
 12 days from now, from today, you know, and we'll file  
 13 our papers timely in accordance with the rules, our  
 14 responsive papers. If Mr. Judd decides to continue  
 15 to proceed, as the case does not settle, which we've  
 16 asked them to withdraw in light of Your Honor's prior  
 17 rulings.  
 18 We also would like to reserve time for a  
 19 motion to dismiss the counterclaim. It's our belief  
 20 that if we're successful in dismissing the  
 21 counterclaim, it actually will make the trial  
 22 significantly shorter. In the long term, we'll save  
 23 time, and we believe we have solid grounds to  
 24 dismiss, rather than taking Your Honor up on his  
 25 suggestion. We did analyze that.

20

EX, E



Julian Kreeger <juliankreeger@gmail.com>

---

**Von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.**

12 messages

---

**Patricia Castillo** <pcastillo\_jhk@gmail.com>  
To: sweber@bergersingerman.com  
Cc: Julian Kreeger <juliankreeger@gmail.com>

Fri, Sep 5, 2014 at 4:13 PM

Please see the attached correspondence and pertinent file documents from Mr. Kreeger in the above-referenced matter.


Thank you


Kind regards,


Patricia Castillo  
Paralegal

**4 attachments**

 **2014.09.05 Personal Financial Statement.pdf**  
2218K

 **2014.09.05 Affidavit of Financial Condition.pdf**  
1941K

 **Passport.pdf**  
2288K

 **2014.09.05 Letter to Steven Weber encl financial statement.pdf**  
27K

---

**Patricia Castillo** <pcastillo\_jhk@gmail.com>

Fri, Sep 5, 2014 at 4:15 PM


To: Isamuels@bergersingerman.com, zhyman@bergersingerman.com, mike@m-c-law.com  
Cc: Julian Kreeger <juliankreeger@gmail.com>

Please see the attached correspondence from Mr. Kreeger in the above-referenced matter.

Thank you

Kind regards

Patricia Castillo  
Paralegal

 **2014.09.05 Letter to Steven Weber encl financial statement.pdf**  
27K

Ex. F

**JULIAN H. KREEGER, P.A.**

ATTORNEY AT LAW  
OFFICES AT GRAND BAY PLAZA  
2665 S. BAYSHORE DRIVE  
SUITE 220-14  
MIAMI, FLORIDA 33133

Phone: 305-373-3101  
Fax: 305-381-8734

September 5, 2014

Sent via e-mail to:

Steven D. Weber, Esq. ([sweber@bergersingerman.com](mailto:sweber@bergersingerman.com))  
350 East Las Olas Blvd., Suite 1000  
Ft. Lauderdale, FL 33301

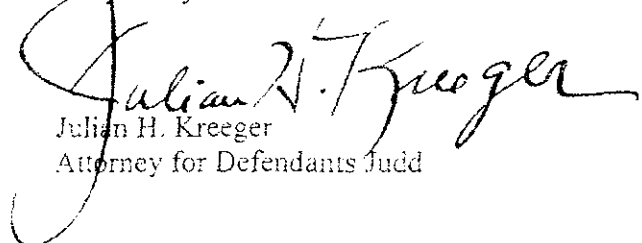
Re: *Philip J. Von Kahle, et al. v. Janet A. Hooker Charitable Trust, et al.*  
Case No. 12-34121 (07)

Dear Mr. Weber:

In accordance with our agreement at the mediation last Friday and at the hearing this past Wednesday, I am sending the sworn financial statement for the Judds with the express understanding that it is to remain confidential and is not to be filed with the court, disseminated or disclosed to anyone other than the conservator.

I trust you will find it consistent with our discussions at the Mediation and I will expect to hear from you by Wednesday, September 10, 2014 with regard to the settlement discussions going forward.

Very Truly Yours,



Julian H. Kreeger  
Attorney for Defendants Judd


Enclosures, as stated


cc: Leonard Samuels, Esq. ([lsamuels@bergersingerman.com](mailto:lsamuels@bergersingerman.com))  
Zachary Hyman, Esq. ([ZHyman@bergersingerman.com](mailto:ZHyman@bergersingerman.com))  
Mike Christensen (without attachments) ([mike@am-c-law.com](mailto:mike@am-c-law.com))

To: "Steven D. Weber" <SWeber@bergersingerman.com>  
Cc: Julian Kreeger <julankreeger@gmail.com>

[Quoted text hidden]

**2 attachments**

 2012 Brucejudd, Inc.\_US Amended Tax Return - Filing Copy.pdf  
181K

 2012 Judd, James & Valerie\_US Tax Return - Filing Copy - 2012.pdf  
162K

**From:** Patricia Castillo [mailto:pcastillo.jhk@gmail.com]  
**Sent:** Friday, September 05, 2014 4:14 PM  
**To:** Steven D. Weber  
**Cc:** Julian Kreeger  
**Subject:** Von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.

Please see the attached correspondence and pertinent file documents from Mr. Kreeger in the above-referenced matter.

Thank you.

Kind regards,


Patricia Castillo


Paralegal

**From:** Patricia Castillo [mailto:pcastillo.jhk@gmail.com]  
**Sent:** Friday, September 05, 2014 4:14 PM  
**To:** Steven D. Weber  
**Cc:** Julian Kreeger  
**Subject:** Von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.

[Quoted text hidden]

**2 attachments**

 Financial Disclosure Form 2.pdf  
281K

 Financial Disclosure Form 1.pdf  
274K

NOTARY STAMP  
IS ON LEFT

58. I know of not other material facts relating to my current  
except: (describe)

59. My full name, and all other names I have used, and my date of birth and social  
security and driver's license numbers are as follows:

Valerie Bruce

2/3/63

123 62 35 65

Florida DL B6: 20-861-63-543-0

I certify that the information on my current financial condition contained in this Affidavit  
and any attachments is true and correct. I understand that if at a subsequent date the Conservator  
determines that any of the information provided in this Affidavit or its attachments proves to be  
false, the Conservator shall have the right, in addition to other civil and criminal actions, to void  
any settlement and reinstate any claims and I waive any defense related in any way to the  
passage of time, i.e., statute of frauds, laches, etc., to all allow the Conservator to advance same.

I also represent that I am aware that the information contained in this Affidavit and the  
attachments constitute material information to be relied upon by the Conservator in entering into  
any settlement agreement with me and I understand that if there are any material  
misrepresentations in the Affidavit or its attachments that any such settlement is void.

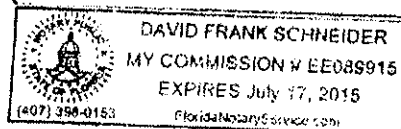
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME by 5 Me on this 2<sup>nd</sup> day of Sept  
2014

Notary public.



My commission expires:



EX G (page 1)



FLA Notary  
Sept 5  
Stamp is on right

58. I know of not other material facts relating to my current financial condition except: (describe)

59. My full name, and all other names I have used, and my date of birth and social security and driver's license numbers are as follows:

Valerie Bruce  
2/3/63  
12362 3565

*[Signature]*

Florida Dk B620 - 861-63-543-0

I certify that the information on my current financial condition contained in this Affidavit and any attachments is true and correct. I understand that if at a subsequent date the Conservator determines that any of the information provided in this Affidavit or its attachments proves to be false, the Conservator shall have the right, in addition to other civil and criminal actions, to void any settlement and reinstate any claims and I waive any defense related in any way to the passage of time, i.e., statute of frauds, laches, etc., to all allow the Conservator to advance same.

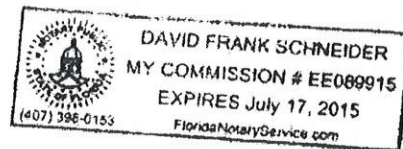
I also represent that I am aware that the information contained in this Affidavit and the attachments constitute material information to be relied upon by the Conservator in entering into any settlement agreement with me and I understand that if there are any material misrepresentations in the Affidavit or its attachments that any such settlement is void.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME by David Schneider on this 5 day of Sept 2014

Notary public: *David F. Schneider*

My commission expires: July 17, 2015



NOTE: THIS PAGE HAS BOTH SIGNATURES  
AND NOTARY'S SIGNATURE IS ~~IN~~ AND STAMP IS  
DIFFERENT FROM EX G Page 2  
THAT ON EX G Page 1.



## SCHEDULES

### OTHER LIABILITIES AND REMARKS

Transfers of all assets (real and/or personal each over \$10,000.00) made by me other than in the ordinary course of business during the last three (3) calendar years. (Include party transferred to and relationship, business or family, if any.)

Compensation paid by recipient (Include to whom paid)

Total amount of notes endorsed by me

Transfers of real estate within last 3 years (include party transferred to, date and amount.)

Have you ever filed bankruptcy? Explain

Suits pending against me/us (Civil/Criminal)

Are you a partner in any venture? Explain

There is no judgement against me/us, or lien unsatisfied upon my/our property, or suit pending against me/us in any court except as shown herein. I/we certify that the figures and statements contained herein and all representations herein are true and complete and give a correct showing of my/our financial condition as of 9/15/2014. The Federal Deposit Insurance Corporation is authorized to obtain such information as may be needed for verification. This statement is the property of the Federal Deposit Insurance Corporation. Whoever, for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation knowingly makes or invites reliance on a false, forged, or counterfeit statement, document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 5 years or both. 18 U.S.C. § 1007.

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and wilfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both. 18 U.S.C. § 1001.

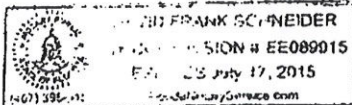
Note that transactions which are not disclosed on this statement may invoke applicable subsections of both 18 U.S.C. § 981 pertaining to civil forfeiture and 18 U.S.C. § 982 pertaining to criminal forfeiture.

Signed this 5 day of September Signature

Spouse's Signature

Sworn to before

Notary Public, in and for  
County, State of



Be sure all schedules are filled out.

*James Judd* 17th Sept  
Tel Aviv.

*James*

I have witnessed the signature  
of James Judd in Tel Aviv

September 17th, 2014

ARIEL COHEN

*Ariel Cohen*

GENERAL DIRECTOR  
ISRAEL SYMPHONY  
ORCHESTRA

NOTE: THIS PAGE HAS JAMES JUDD'S  
EXG pag 3 SIGNATURE TWICE -  
① NOTARIZED ON SEPT 5 IN FLA  
② WITNESSED ON SEPT 17<sup>th</sup> IN TEL AVIV.

58. I know of not other material facts relating to my current financial condition except: (describe)

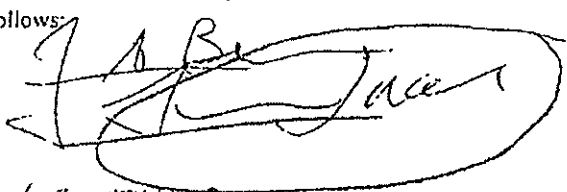
59. My full name, and all other names I have used, and my date of birth and social security and driver's license numbers are as follows:

Valerie Bruce

2/3/63

12362 3565

Florida Dk B620 - 861-63-543-0

James  


I certify that the information on my current financial condition contained in this Affidavit and any attachments is true and correct. I understand that if at a subsequent date the Conservator determines that any of the information provided in this Affidavit or its attachments proves to be false, the Conservator shall have the right, in addition to other civil and criminal actions, to void any settlement and reinstate any claims and I waive any defense related in any way to the passage of time, i.e., statute of frauds, laches, etc., to all allow the Conservator to advance same.

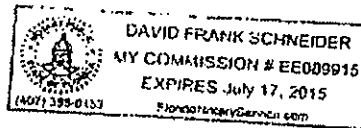
I also represent that I am aware that the information contained in this Affidavit and the attachments constitute material information to be relied upon by the Conservator in entering into any settlement agreement with me and I understand that if there are any material misrepresentations in the Affidavit or its attachments that any such settlement is void.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME by David Schneider on this 5 day of Sept 2014


Notary public: David F. Schneider

My commission expires: July 17, 2015



James Tudd 17th Sept. Tel Aviv.

I have witnessed the signature  
of James Tudd in Tel Aviv  
September 17<sup>th</sup>, 2014

ARIEL COHEN  
  
GENERAL DIRECTOR

ISRAEL SYMPHONY ORCHESTRA

Case No. 12-34121  
12 Corp 100 Ex.             
Filed             
Clerk of the Circuit Court  
By

On Fri, Sep 5, 2014 at 4:20 PM, Steven D. Weber <SWeber@bergersingerman.com> wrote:

Julian,

You did not provide a Personal Financial Statement or an Affidavit of Financial Condition executed by James Judd. Please provide them immediately. I am again attaching the blank forms to this e-mail.

Thank you

---

**Julian Kreeger** <juliankreeger@gmail.com>  
To: "Steven D. Weber" <SWeber@bergersingerman.com>

Fri, Sep 5, 2014 at 4:45 PM

His signature is on the signature page of the Personal Financial Statement on the line that provides for Spouse's Signature, which is notarized.

Julian Kreeger  
[Quoted text hidden]

---

**Steven D. Weber** <SWeber@bergersingerman.com>  
To: Julian Kreeger <juliankreeger@gmail.com>  
Cc: Patricia Castillo <pcastillo.jhk@gmail.com>

Fri, Sep 5, 2014 at 4:50 PM

Julian

Please send his executed Affidavit of Financial Condition.

**From:** Julian Kreeger [mailto:juliankreeger@gmail.com]  
**Sent:** Friday, September 05, 2014 4:45 PM

<https://mail.google.com/mail/u/0/?ui=2&ik=d0e7380085&view=pt&q=lsamuels%40berger...> 10/5/2014

Ex. H.

**To:** Steven D. Weber

**Subject:** Re: Von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.

[Quoted text hidden]

---

**Patricia Castillo** <pcastillo.jhk@gmail.com>


Fri, Sep 5, 2014 at 5:09 PM

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

Cc: Julian Kreeger <juliankreeger@gmail.com>

Attached please find the notarized last page of the Affidavit of Financial Condition with both signatures  
Thank you

[Quoted text hidden]

 **2014.09.05 Signature page - Affidavit of Financial Condition.pdf**  
62K

---

**Steven D. Weber** <SWeber@bergersingerman.com>

Fri, Sep 5, 2014 at 5:24 PM

To: Patricia Castillo <pcastillo.jhk@gmail.com>

Cc: Julian Kreeger <juliankreeger@gmail.com>

Julian, there is nothing on this document as identifying that signature belongs to James Judd. Please provide us with separate Affidavit of Financial Condition for James Judd.

**From:** Patricia Castillo [mailto:pcastillo.jhk@gmail.com]

**Sent:** Friday, September 05, 2014 5:09 PM

**To:** Steven D. Weber

**Cc:** Julian Kreeger

[Quoted text hidden]

[Quoted text hidden]

10/6/2014

Gmail - RE: von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.



---

**RE: Von Kahle et al vs. Janet A. Hooker Charitable Trust, et al.**

---

**Steven D. Weber** <SWeber@bergersingerman.com>  
To: Patricia Castillo <pcastillo.jhk@gmail.com>  
Cc: Julian Kreeger <juliankreeger@gmail.com>

Mon, Sep 8, 2014 at 2:14 PM

Julian,

When can we expect to receive an Affidavit of Financial Condition from James Judd?

Thank you

---

Julian Kreeger <juliankreeger@gmail.com>  
To: "Steven D. Weber" <SWeber@bergersingerman.com>  
Cc: Mike@m-c-law.com

Wed, Sep 10, 2014 at 5:03 PM

Dear Mr. Weber:

It was our understanding at the Mediation on August 29th that if you received the Judds' financial statements on Friday September 5th, you would advise us today whether the Conservator has agreed to the settlement which we had discussed. I would appreciate hearing from you

Julian Kreeger

---

Julian Kreeger <juliankreeger@gmail.com>  
To: "Zachary P. Hyman" <ZHyman@bergersingerman.com>  
Cc: Mike@m-c-law.com

Wed Sep 10 2014 at 4:36 PM

Dear Mr Hyman

In response to your e-mail of Sept. 8, 2014

I assume you noticed that the Sworn Financial Statements sent on Friday to Steven Weber had James Judd's notarized signature

He has been in Israel since Sunday.

Julian Kreeger

---

Steven D. Weber <SWeber@bergersingerman.com>  
To: Julian Kreeger <juliankreeger@gmail.com>  
Cc: "Mike@m-c-law.com" <Mike@m-c-law.com>, "Zachary P. Hyman" <ZHyman@bergersingerman.com>

Wed, Sep 10, 2014 at 5:27 PM

Julian,

I apologize, but your understanding is not correct. We have not received a financial affidavit filled out and signed by James Judd. Please provide one.

Thank you

Ex. I



Julian Kreeger <juliankreeger@gmail.com>

---

**Judd**

6 messages

---

**Patricia Castillo** <pcastillo.jhk@gmail.com>

Thu, Sep 11, 2014 at 11:44 AM

To: "Steven D. Weber" <sweber@bergersingerman.com>

Cc: zhyman@bergersingerman.com, mike@m-c-law.com, Julian Kreeger <juliankreeger@gmail.com>

Dear Mr. Weber,

Attached hereto are the two (2) notarized signature pages that were signed by James Judd and e-mailed to you on Friday, September 5, 2014

Julian H. Kreeger

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 **20140911112412.pdf**  
114K

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 **20140911112412.pdf**  
114K

---

**Steven D. Weber** <SWeber@bergersingerman.com>

Thu, Sep 11, 2014 at 3:23 PM

To: Patricia Castillo <pcastillo.jhk@gmail.com>

Cc: "Zachary P. Hyman" <ZHyman@bergersingerman.com>, "mike@m-c-law.com" <mike@m-c-law.com>, Julian Kreeger <juliankreeger@gmail.com>

Dear Patricia and Julian,

These are not sufficient. Please provide a complete and signed financial affidavit for James Judd.

Thank you



---

Julian Kreeger <juliankreeger@gmail.com>  
To: "Steven D. Weber" <SWeber@bergersingerman.com>  
Cc: Mike@m-c-law.com, "Zachary P. Hyman" <ZHyman@bergersingerman.com>  
Bcc: musictalklaio <valbj@comcast.net>

Thu, Sep 11, 2014 at 4:41 PM

Dear Mr. Weber

The forms sent to you were completed and are the exact forms which you had sent. Copies of income tax returns were also sent to you. The notarized signature of James Judd appears in both places on your form for signatures

Julian Kreeger  
[Quoted text hidden]

---

Steven D. Weber <SWeber@bergersingerman.com>  
To: Julian Kreeger <juliankreeger@gmail.com>  
Cc: "Mike@m-c-law.com" <Mike@m-c-law.com>, "Zachary P. Hyman" <ZHyman@bergersingerman.com>

Thu, Sep 11, 2014 at 4:49 PM

Dear Mr. Kreeger,

The Financial Affidavit must be filled out by James Judd and sworn to by James Judd. His alleged signature under #59 of the Financial Affidavit is not sufficient. I am attaching the form again hereto. Please return it signed and completed by James Judd.

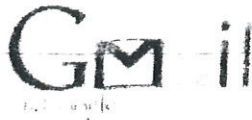
Thank you

**From:** Julian Kreeger [mailto:juliankreeger@gmail.com]  
**Sent:** Thursday, September 11, 2014 4:42 PM  
**To:** Steven D. Weber  
**Cc:** Mike@m-c-law.com; Zachary P. Hyman  
**Subject:** Fwd: Judd

[Quoted text hidden]

---

 **Financial Disclosure Form 1.pdf**  
274K



Julian Kreeger &lt;juliankreeger@gmail.com&gt;

**S&P et al. v. Hooker et al.**

4 messages

Steven D. Weber &lt;SWeber@bergersingerman.com&gt;

Thu, Sep 18, 2014 at 11:25 AM

To: "juliankreeger@gmail.com" &lt;juliankreeger@gmail.com&gt;

Cc: "Zachary P. Hyman" &lt;ZHyman@bergersingerman.com&gt;, "Patricia Castillo (pcastillo.jhk@gmail.com)" &lt;pcastillo.jhk@gmail.com&gt;

Julian, I write with respect to three items:

First, please let us know if you and your clients available for trial on November 5, 12, or 14.

Second, regarding settlement discussions, the financial document you provided to Mr. Hyman is not sufficient. Attached is a blank financial disclosure form. Please have it filled out and properly executed by James Judd.

Finally, I am told that we are again producing documents in response to your requests for production no later than tomorrow.

Please let me know if you have any questions.

Regards,

**Steven D. Weber**

1450 Brickell Avenue Suite 1900 | Miami FL 33131

office (305) 755-9500 | direct (305) 982-4025 | fax (305) 714-4340

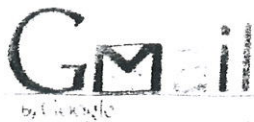
SWeber@bergersingerman.com



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judd

From: **Mike Christiansen** <mike@m-c-law.com>  
Date: Thu, Sep 18, 2014 at 12:24 PM  
Subject: judd  
To: Julian Kreeger <juliankreeger@gmail.com>

Julian,

I spoke to Steve Weber this morning.

He and his client are not going to consider a settlement proposal until the following occurs:

1. You send James Judd the blank financial affidavit form that was provided;

→ 2. James fills it out himself;

3. Because there apparently has been some question about his signature, they're not going to consider the financial affidavit unless James signs in the presence of a notary;

4. To their way of thinking, anything short of that will result in no consideration whatsoever being given to the settlement offer that was proposed by Valerie;

5. Once James fills out the blank form in his own hand, signs it in the presence of a notary and returns it, then they say they will consider the proposal that was made.

Ex. J

Weber does not feel that any purpose would be served in reigniting mediation and so with that in mind, I wish

to drop out of the matter. The mediation was set for 3 hours, I took it as far as I could within that time, I do not have an understanding among the parties that you wish to re-mediate or resume mediation and that being said there's no role for me to play in this. I will also remind you that as a mediator I have no power to order anyone to do anything, no power to enforce anything and will say again that everything that was said in the mediation was confidential. The only thing that I could attest to is that at the end of the mediation there was no agreement. There was discussion about a tentative agreement or some consideration being given to what Valerie suggested but there was no agreement. There's nothing to enforce.

I wish I could help out in some meaningful way but according to Weber, the most meaningful thing I can do is to simply set out in detail what has to happen before they will consider Valerie's offer, which I have just done.

*Thanks.*

*Mike Christiansen*

*Attorney, Mastriana & Christiansen P.A.*

[www.m-c-law.com](http://www.m-c-law.com)

*Mediator/ Arbitrator/ Real Estate Broker*

1500 North Federal Highway

Fort Lauderdale, FL 33304

954-397-9550 (mobile)

954-561-1711 (direct line)

