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August 4, 2014

VIA E-MAIL

To All Counsel of Record

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Re: Estate of Seymour Baum
Anneen Nina Gloria Baum v. David Baum, et al.
Lower Court Case No.: 05-2012 CP 048323 & 05-2013 CP-028863
Consolidated Appellate Case No.: 5D14-1683

Dear Counsel:

We look forward to the upcoming mediation on August 5, 2014. In preparation of the mediation, we are providing you with this written mediation statement in a good faith effort to promote a successful mediation. Please review, and should you have any questions, please do not hesitate to contact our office.

THE CONTENTS OF THIS MEDIATION STATEMENT AND ALL ATTACHED EXHIBITS ARE CONFIDENTIAL AND FOR SETTLEMENT PURPOSES ONLY.

INTERESTED PARTIES

1. Chabad of the Space Coast, Inc. ("Chabad")

Chabad is a 501(c)(3) organization and is a specific devisee of a \$5 million dollar gift under the Decedent's Purported Will. Chabad's interests are now aligned with probating the Decedent's Purported Will as Chabad will not receive the \$5 million dollar gift if the Purported Will is revoked; however, as explained in more detail below, Chabad sued David during Seymour Baum's lifetime. In its lawsuit, *Chabad alleged that David was using an alleged power of attorney that "may not be valid" to alienate his father from*

family and friends, and “to control the assets of Seymour Baum to enhance and maintain the greatest possible inheritance for [himself] in contradiction to the true testamentary wishes of Seymour Baum.” (See Chabad Complaint attached hereto as Exhibit A).

Chabad of the Space Coast, Inc., is represented by David H. Jacoby, Esq.

2. Friends of Israel Defense Forces, Inc. (“FIDF”)

FIDF is a 501(c)(3) organization and is a specific devisee under the Decedent’s Purported Will. If the Decedent’s Purported Will is not revoked, FIDF will receive the net sales proceeds from the sale of the Decedent’s New Jersey property.

Friends of Israel Defense Forces, Inc. is represented by Jonathan Bernstein, a director of the organization. FIDF is also represented by attorney, Stephen Rubin, Esq. of Proskauer Rose LLP, who has not filed an appearance in his matter.

3. The Women’s Zionist Organization of America, Inc. d/b/a Hadassah (“Hadassah”)

Hadassah is a 501(c)(3) organization and the named residuary charitable beneficiary of the Decedent’s estate under the Purported Will. The Decedent devised his residuary estate to Hadassah Medical Organization to be used for its general purposes. What Hadassah stands to inherit has likely been drastically reduced by David’s dissipation of his father’s assets through misuse of the Purported Power of Attorney. Hadassah’s interest is currently aligned with David; however, Hadassah likely has a lawsuit against David for Tortious Interference with an expected inheritance if the Purported Will is not successfully revoked under Nina’s will contest.

The Women’s Zionist Organization of America, Inc. d/b/a Hadassah is represented by William Boyes, Esq. of Boyes & Farina.

4. Bruce Baum (“Bruce”)

Bruce is a biological son of the Decedent, Seymour Baum, and therefore an interested party to these proceedings as he will inherit from this estate under the laws of intestacy if Nina’s will contest is successful. Nina’s attorneys sent two certified letters to the New York address that is listed for Bruce in David’s pleadings. Someone signed the certified receipts for such letters in the name of “Bruce Baum” on February 26, 2014 and May 1, 2014. It is unknown how David obtained a mailing address or an email address for Bruce. Upon information and belief Bruce has not had any contact with his family members for approximately 40 years. Bruce was not present before Seymour’s death, at the funeral, or at the gravesite in Israel. Whether the emails that have been sent to Bruce’s email address were actually received by Bruce or some third-party remains unknown. Bruce has not filed an appearance nor an objection to these proceedings and has therefore waived his opportunity to do so.

5. Anneen Nina Gloria Baum (“Nina”)

Nina, the Petitioner/Appellant in this case, has standing as an interested person because she is the surviving biological child of the Decedent, Seymour Baum. As a surviving child, Nina is entitled to a share of the estate pursuant to the laws of intestacy if her will contest is successful. Nina will also have standing after her relief in probate is exhausted and the will contest is successful, for civil actions including civil theft, tortious interference with an expectancy and intentional infliction of emotional distress against David to recover assets improperly removed from the Estate by David during Seymour Baum’s lifetime.

Nina is represented by Teresa Abood Hoffman, Esq. of Hoffman & Hoffman PA, with co-counsel Wayne Alder, Esq. of Becker & Poliakoff. Nina is also represented by her appellate counsel, Kimberly Boldt, Esq.

6. David Baum(“David”)

David is the Personal Representative of Seymour Baum’s estate, pursuant to Seymour Baum’s purported will. David has a history of engaging in fraudulent activity against his family for his own personal gain, as set forth below:

ONE OF MANY EXAMPLES – On August 31, 2001, David forged Nina’s signature on a Durable Power of Attorney, ***without her knowledge or consent***. In the fraudulent power of attorney, David named himself as Nina’s attorney-in-fact, and gave himself broad powers to handle Nina’s property, including but not limited to the power to mortgage, sell, or otherwise dispose of any of Nina’s real or personal property without advance notice to Nina or approval from Nina. (See Forged Power of Attorney attached hereto as **Exhibit B**). ***David forged Nina’s signature on the Power of Attorney and had that forged signature notarized.***

After executing the forged power of attorney, David sold Nina’s apartment without her knowledge or consent.

The fraudulent behavior that gave rise to this lawsuit involves a Durable Power of Attorney (“Purported Power of Attorney”) and Last Will and Testament (“Purported Will”) that Attorney Kevin Markey allegedly drafted for Seymour Baum, at a time when Seymour Baum’s health was rapidly declining in March, 2011. The Purported Power of Attorney is dated March 10, 2011 and the Purported Will is Dated March 22, 2011.

Nina retained a Forensic Document Examined, (i.e. handwriting expert), to review the validity of Seymour Baum’s signatures as they appear on the Purported Power of Attorney and Purported Will. Mrs. Dianne C. Flores, the handwriting expert, compared twenty-four samples of Seymour Baum’s signature to the signatures on the Purported Power of Attorney, Purported Will, and Purported Self-Proof Affidavit. Based on this

comparison, *Mrs. Flores found that the signatures in the name “Seymour Baum” on the Purported Power of Attorney and the Purported Will do not agree well with the sample signatures because there were several differences noted during the side-by-side comparison. Mrs. Flores explained that these differences indicate that the signatures in the name of “Seymour Baum” on the Purported Power of Attorney and the Purported Will were signed by someone other than Seymour Baum.* (See Handwriting Expert Affidavit attached hereto as **Exhibit C**).

The language of the Purported Will itself also indicates fraud. This is because the Purported Will was drafted in a manner that made it seem like Seymour Baum disinherited all three of his children despite one defect: David is the only one of Seymour Baum’s three children who benefited from the Purported Will because he was appointed as the Personal Representative of Seymour Baum’s estate and as the Trustee of Seymour Baum’s Testamentary Trusts. Due to these fiduciary positions, David stands to be paid substantial fees despite the fact that the Purported Will disinherits the children.

David undoubtedly benefited from the Purported Power of Attorney because it appointed him as agent and attorney in fact of his father’s assets. This allowed David to gain full control over Seymour Baum’s substantial estate which included valuable personalty and liquid assets which are very difficult to trace or account for. David, as Personal Representative, also filed a substantially incomplete inventory, which failed to include much of the Decedent’s estate.

David used the Purported Power of Attorney to isolate his elderly father from family and friends, and to dissipate his assets while Seymour Baum was still alive. One of the parties to this case, Chabad of the Space Coast (hereafter “Chabad”), filed a lawsuit against David which alleged that David was using an alleged power of attorney that “*may not be valid*” in order “*to control the assets of Seymour Baum to enhance and maintain the greatest possible inheritance for [himself] in contradiction to the true testamentary wishes of Seymour Baum.*” (See Chabad’s Complaint at pg. 5, ¶5 attached hereto as **Exhibit A**).

Chabad’s Complaint also alleged that:

David Baum, based on an alleged Power of Attorney from Seymour Baum, has instructed the medical facilities, where Seymour Baum is a patient to bar the Rabbi [Konikov] from visiting with the patient. Further, Defendant, David Baum, has discharged Seymour Baum’s long-standing personal physician, Leon Cohen, MD, from further care of him and has barred Synagogue congregants and friends of Seymour Baum from visiting and conferring with him...

(See Chabad’s Complaint at ¶ 8 attached hereto as **Exhibit A**).

As set forth in Chabad’s Complaint, David prohibited the congregants from visiting Seymour Baum, a holocaust survivor, despite the fact that Seymour Baum was a highly

respected and active member of the Synagogue since 1991, and even conducted religious services at the Synagogue. David did not even let the Chabad Rabbi, Rabbi Konikov, visit Seymour Baum to provide him with spiritual support. As a deeply religious man, this isolation of Seymour Baum during his last months up until his last hours was nothing short of elder abuse by David, the now Personal Representative of his estate.

Seymour Baum had the financial means to receive top-notch medical care at home. David, as Seymour Baum's agent and attorney in fact, had the ability to use his father's assets to provide at-home care for his father. Instead of doing so, David used his father's money to transfer his father from hospital to hospital, and from one nursing home to another. According to the Chabad complaint, within a period of five months, Seymour Baum was transferred to at least four different medical facilities. (See Chabad's Complaint at ¶ 4 attached hereto as **Exhibit A**). This is not what Seymour Baum wanted. Chabad recognized that David "has been and is disregarding respect for the patient [Seymour Baum] and his dignity without authority," and that David denied Seymour Baum from "being medically treated by a physician of his choice" in violation of Florida Law and the United States Constitution. (See Chabad's Complaint at ¶ 12 attached hereto as **Exhibit A**).

Chabad's Complaint requested that the Court enter an "[o]rder that would allow discovery of all medical records of Seymour Baum from any medical facility where he has been a patient since October 2011 and from all medical care providers for Seymour Baum." (See Chabad's Complaint at ¶ 13 attached hereto as **Exhibit A**). Chabad never received the medical records that they sought to discover because, soon after Chabad filed a Motion for an emergency hearing relating to their complaint, ***David immediately and secretly transferred his father to hospice where his father died eleven days later, isolated and alone.*** (See Emergency Motion attached hereto as **Exhibit D**).

Nina believes that David transferred his father to hospice within hours after the Emergency Motion was filed so that he would not have to attend a hearing on Chabad's Complaint, or produce discovery regarding how he was handling his father's assets and medical care. Such issues would become moot upon Seymour Baum's passing, which occurred just eleven days after being transferred to hospice .

In this case, David also engaged in fraud and/or misconduct including but not limited to filing a substantially incomplete estate inventory, and actively avoiding service of process for over two months by means of trickery and deceit. (See Affidavit of Ronald Kostin attached hereto as **Exhibit E**). By engaging in this behavior, David is trying to avoid discovery of the assets of his father's estate and the medical care that his father received ***for the second time.***

David is represented by William Hennessey, Esq. of Gunster Yoakley & Stewart, P.A., and William Hennessey also serves as the Resident Agent of the Estate.

PROCEDURAL BACKGROUND

Two Separate Actions

The appeals before the 5th DCA arise out of two separate, but interrelated cases involving the estate of Seymour Baum, initiated by Anneen Nina Gloria Baum, his biological daughter.

2012 Case: The first case is an adversary action for revocation of probate filed in the Probate Administration Case in Brevard County on June 3, 2013, and amended as a matter of course on June 28, 2013. The Petition for Revocation of Probate seeks, inter alia, to revoke the purported will of Seymour Baum that had been admitted to probate on January 22, 2013. It alleges that the will is a forgery and the product of undue influence by David, who actively procured the purported will of their aged father, who lacked testamentary capacity at the time the will was executed. David is the first respondent, individually and as Personal Representative of the Estate. Other named respondents in the action for revocation of probate include the beneficiaries under the purported will, Hadassah, the Chabad Trust, and the Friends of Israel Defense Forces (FIDF).

2013 Case: The second case is an action against David for Conversion and other relief, filed on June 28, 2013 in the Probate Division of Brevard County as a complaint and amended, as a matter of course, on August 5, 2013. The 2013 action charges Mr. Baum with conversion and claims for Exempt Property and Family Allowance, which, pursuant to the Florida Probate Code, Ms. Baum is entitled to assert as the biological daughter of Seymour Baum. David is the first defendant, individually and as Personal Representative of the Estate. The further defendants are the various business entities, which David established as Personal Representative to hold estate assets. The charitable beneficiaries of the purported will are not named defendants.

Thus, since the outset of this litigation, the parties have been proceeding in two separate but related actions in the Brevard County Probate Division.

Nina's Standing

Revocation of Probate: Nina has standing to assert her timely filed claim for Revocation of Probate. Under Florida law, an “interested person” can petition the Court to revoke the probate of a will. (F.S. 733.109(1)). An “interested person” is defined as “any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved. (F.S. 731.201(21)). Florida Courts have held that the child of the Decedent may *not* be an “interested person” in a revocation proceeding only if a previous and presumptively valid will has been discovered that does not include the child as a beneficiary of the Estate. See *Wehrheim v. Golden Pond*, 905 So. 2d 1002 (Fla. 5th DCA 2005). Thus, standing to revoke a will requires that the petitioner *would have* a beneficial interest in the estate if the will is revoked.

There is no previous will in the matter at hand. If the will is successfully revoked, this estate will pass by the laws of intestacy. As the biological daughter of the Decedent, Nina would inherit her share of this estate pursuant to the Florida laws of intestacy. (F.S. 732.103(1)). Likewise, Nina has standing to petition the Court to revoke probate of the purported will.

Exempt Property: David has inexplicably challenged Nina's standing to assert her claims for Exempt Property and Family Allowance despite the express language of the Florida Probate Code, which gives Nina standing. Pursuant to F.S. 732.402, entitled ***Exempt Property***, "[I]f a decedent was domiciled in this state at the time of death, the surviving spouse, or, if there is no surviving spouse, ***the children of the decedent*** shall have the right to a share of the estate of the decedent as provided in this section, to be designated 'exempt property.'" (Emphasis added).

Family Allowance: Pursuant to F.S. 732.403, entitled ***Family Allowance***, "if the decedent was domiciled in Florida at the time of death, the surviving spouse and the decedent's lineal heirs the decedent was supporting . . . are entitled to a reasonable allowance in money out of the estate." Seymour Baum died without a surviving spouse, and thus Nina is expressly authorized to petition the Court for Family Allowance.

2012 CASE

Service Issues

Service in adversary probate proceedings is by formal notice pursuant to Fla. Prob. R. 5.025(d) and Fla. Prob. R. 5.040(a). Formal notice is served by certified mail, or by sending a copy by any commercial delivery service requiring a signed receipt by the recipient. Formal notice can also be accomplished via process server, but it is not required. Fla. Prob. R. 5.040(a). ***There is no time limit imposed by the Florida Probate Rules for service by formal notice.*** See *Aguilar v. Aguilar*, 15 So. 3d 803 (Fla. 2nd DCA 2009).

During a case management conference on November 12, 2013, William Hennessey, counsel for David and Resident Agent of the Estate represented to the Court that Hadassah and the Chabad Trust, two of the charitable beneficiaries, ***were*** served with the Petition for Revocation of Probate. (See Excerpt of November 12, 2013 Transcript attached hereto as **Exhibit F**). Friends of the Israel Defense Forces, the third charitable beneficiary, was not served with the Petition for Revocation of Probate by Nina's former counsel, Manney & Roche. David actively eluded service as set forth below, and was not served with the Petition of Revocation of Probate by Nina's former attorneys.

As attorney and resident agent for the Personal Representative, William Hennessey, Esq. is ***required*** under Florida law to accept service on behalf of the Personal Representative. Yet, Nina's former attorneys have represented that Mr. Hennessey repeatedly ***refused*** to

accept service on behalf of his client. (See Affidavit of Kenneth Manney, Esq. attached hereto as **Exhibit G**).

Nina's former counsel also attempted to serve the Petition for Revocation of Probate on David via process server. Ronald Kostin, a Certified Process Server for Global Process Service, made at least **15 attempts** to effect service on David, who was not only elusive, but took extreme measures to obstruct service. (See Affidavit of Ronald Kostin attached hereto as **Exhibit E**).

Despite his active avoidance of service, on October 15, 2013 David filed a Motion to Dismiss the will contest for failing to make timely service. David's motion is legally insufficient because it improperly relies on Fla. R. Civ. P. 1.070(j), which **loosely** sets a 120-day time limit for a Plaintiff to effect service of a complaint in **civil actions**. Fla. R. Civ. P. 1.070(j) is inapplicable to adversary probate matters, **which are not subject to a time limit for service**.

After David's counsel filed the Motion to Dismiss on October 15, 2013, Nina terminated her attorney-client relationship with her former counsel, Manney and Roche, on October 25, 2013 for their failure to make timely service. Nina diligently pursued retention of new counsel, and interviewed an attorney named Mark Garulnick (hereafter "Garulnick"). Based on an interview Guralnick had with Nina, Guralnick filed an appearance with the knowledge or consent of Nina, and the court allowed him to represent her at the November 12, 2013 hearing. Nina informed the court that she had not retained Guralnick, but Guralnick represented Nina at the November 12, 2013 hearing.

On November 12, 2013, the Court held a case management conference and set a target date of December 13, 2013 for Nina to serve the pleadings in the two cases. The target date was loosely set, and there were no rulings by the Court that Nina's complaint would be dismissed for failing to meet the deadline. Specifically, the dialogue with the Court went as follows:

The Court: "...Let's shoot for Friday the 13th. That gives you just over a month."

Guralnick: "Okay."

The Court: "And then if not, we can address it on the 17th. Fair enough?"

Guralnick: "Fair enough." (at p. 15).

(Refer to November 12 Transcript attached hereto as **Exhibit F**).

After the conference, Mr. Hennessey submitted a proposed order to this Court that erroneously relied upon Fla. R. Civ. P. 1.070(j), and that set a deadline for Nina to serve the parties. My Hennessey's proposed order states that any respondents not served by the December 13 deadline would be dropped, which is a **misrepresentation of the findings of the Court at the hearing**, as can be seen by the transcript attached hereto as **Exhibit**

F. Nevertheless, the Court entered Mr. Hennessey's Proposed Order on November 15, 2013. (See November 15, 2013 Order attached hereto as **Exhibit H**).

Guralnick failed to effect service of process by the deadline set by the November 15, 2013 order. Thereafter, at a December 17, 2013 case management conference, Mr. Hennessey continued to ***misrepresent*** the Court's findings during the November 12, 2013 hearing, as follows.

Hennessey: You had directed Nina Baum to serve the remaining parties in both the Will contest and the Trust contest by last Friday [December 13, 2013].

And so before...we have the issue here where we have claims that have not been served, and you told Nina that parties would be dropped and removed, if the complaint in the civil case and the Will contest were not served.

...

Hennessey: And so you indicated that if they didn't serve within that timeframe that the parties would be dropped.

The Court: And that's the order that's in the case right now, right?

Hennessey: Yes.

The Court: That's where we are.

Hennessey: Okay.

...

The Court: ...I entered a ruling last time, which I think the 17th was the deadline, and it wasn't met.

So, that order is going to kind of speak for itself, at this point. If anybody needs relief from that, they can file an (sic) motion for relief from that order..."

Mr. Hennessey's representations to the Court during the December 17, 2013 clearly deviated from the actual rulings of this Court at the November 12, 2013 hearing. (See excerpt from December 17, 2013 Transcript attached hereto as **Exhibit I**).

The undersigned substituted as counsel on January 28, 2014. In an effort to simplify the over-complicated pleadings, the undersigned filed a Motion for Leave to Amend and Consolidate her pleadings into one adversary probate pleading that would combine her 3 viable probate claims: 1) revocation of probate of the will; 2) exempt property; and 3) family allowance. Pursuant to the governing probate rules, the undersigned then immediately served ***all*** parties by formal notice with the Motion for Leave to Amend, and the attached Second Amended Petition for Revocation of Probate, by February 24, 2014, less than a month later.

On March 18, 2014, the Court held a hearing on various pending motions, including David's motion to dismiss for Nina's failure to timely serve. Despite all parties having been served with Nina's Motion for Leave to Amend and Second Amended Petition prior to the hearing date, on April 2, 2014, the Court entered an Order dropping all parties and dismissing Nina's Petition for Revocation of Probate for failing to make timely service. (See April 2, 2014 Order attached hereto as **Exhibit J**). The April 2, 2014 Order has the effect of a dismissal with prejudice because Nina may be time-barred from re-filing a Petition for Revocation of Probate pursuant to F.S. 733.212(2)(c). On May 1, 2014, the Court denied Nina's Motion for Leave to Amend and Consolidate, effectively terminated her substantive rights to pursue her will contest. (See May 1, 2014 Order attached hereto as **Exhibit K**). The April 2, 2014 Orders were entered **despite** the fact that the undersigned had perfected service of the Motion for Leave to Amend and Amended Pleading **before** the March 18, 2014 hearing, in direct violation of governing Florida law. See Henderson v. Johnson, 97 So. 3d 946, 950 (Fla. 1st DCA 2012).

Additionally, the undersigned filed a Motion for Relief from the November 15, 2013 and April 2, 2014 Orders due to the misrepresentations by David and his counsel, as described above. The Motion for Relief is scheduled for an evidentiary hearing on August 28, 2014, and Nina anticipates that the Court will vacate the November 15, 2013 and April 2, 2014 Orders which were grounded on Mr. Hennessey's misrepresentations to the Court.

Nina has timely appealed both the April 2, 2014 and May 1, 2014 Orders which are currently pending before the 5th DCA. This mediation has been set as ordered by the 5th DCA.

"Abusive Litigation Tactics and Dilatory Conduct"

David's mantra throughout the course of these proceedings has been to accuse Nina of "abusive litigation tactics and dilatory conduct," and that accusation appears in numerous court documents filed by David's counsel. David repeatedly references an **irrelevant** criminal legal proceeding involving Nina that took place **over a decade ago** to support his unfounded position that Nina is utilizing stall tactics to gain an advantage in litigation, despite having no evidence to support these accusations **within the context of this case**. David's rhetoric has negatively and unfairly biased the Court against Nina, **despite his own abusive litigation tactics and dilatory conduct in this case**.

No party has been more **dilatory** than David, who has **actively** avoided service in this matter, ultimately resulting in a dismissal of Nina's will contest. Kenneth Manney's process server attempted to serve David at least **15 times**, and even communicated directly with David, who employed trickery and deceit to elude service. Despite intentionally avoiding service of process, David and his counsel have repeatedly and egregiously represented to the Court that Nina's failure to serve David was the result of her own dilatory tactics; **a gross misrepresentation**.

Substantive Arguments on Appeal

Nina has timely appealed the April 2, 2014 Order dropping all parties and dismissing her will contest in the 2012 case, and the May 1, 2014 Order denying leave to amend and consolidate in the 2012 case, which orders have the effect of a dismissal of the will contest with prejudice in the 2012 case. Nina anticipates a high likelihood of success on the merits of her appeal, and a summary of her arguments on appeal is set forth below.

There is NO Time Restriction to Make Service in Probate: The Florida Probate Rules *do not* impose a time limit to effect service of an Adversary Probate Petition. Aguilar v. Aguilar, 15 So. 3d 803 (Fla. 2nd DCA 2009) is directly on point. The Aguilar Court correctly recognized that “[n]one of [the probate] rules contain a time requirement for serving formal notice,” and reversed a lower court’s order dismissing a Petition for Revocation of Probate with prejudice for failing to serve the Petition on the Personal Representative with formal notice.

The Court’s April 2, 2014 Order dropping parties and dismissing the will contest in the 2012 case is based on the Court’s authority under Fla. R. Civ. P. 1.070(j), which imposes a 120-day time limit to effect service of process in *civil actions*. Fla. R. Civ. P. 1.070(j) grants the Court the discretion to set deadlines for service of process where service is not made within the initial 120-day period. Based on this rule, the Court set a time limit within which to make service in its November 15, 2013 Order. When that time limit was not met, the Court dropped all parties and dismissed Nina’s will contest in its April 2, 2014 Order.

The Rules of Civil Procedure do not apply in adversary probate actions until *after* service of formal notice. (See Fla. Prob. R. 5.025(d)(2)). Likewise, the April 2, 2014 Order dropping parties and dismissing the will contest in the 2012 case is improper and should be reversed on appeal.

Even if Fla. R. Civ. P. 1.070(j) Applied, it is Reversible Error to Dismiss an Action with Prejudice for Failing to Timely Serve: In June of 2014, the Fourth DCA rendered an opinion, which is directly on point with the issue on appeal in this case. In Carter v. Mendez, (2014 WL 2589166), as in our case, the lower court judge entered an order pursuant to Fla. R. Civ. P. 1.070(j) which set a deadline for the service of process on all parties, and the plaintiff was unsuccessful in meeting the deadline. The lower court judge then dismissed plaintiff’s complaint with prejudice for failing to make timely service. The Carter Court analyzed the language of Fla. R. Civ. P. 1.070(j), and determined that it did not give the lower court authority to dismiss an action with prejudice for failure to timely serve. The Carter Court held that it is reversible error to dismiss an action with prejudice for failing to make timely service. (See Carter v. Mendez attached hereto as Exhibit L).

Nina Baum had Good Cause for Inability to Timely Serve: The April 2, 2014 Order dropping parties and dismissing the will contest in the 2012 case incorrectly states that Petitioner did not demonstrate “good cause or excusable neglect for the delay” in service of process. To the contrary, Manney and Roche’s process server was unsuccessful in serving David due to David’s deceptive and elusive tactics in avoiding service as set forth in the Affidavits of Ronald Kostin and Kenneth Manney, Esq. In addition, pursuant to Fla. Prob. R. 5.110(b), the attorney and resident agent of the Personal Representative is required to accept service of process on behalf of the Personal Representative. Yet, according to Nina’s former attorney, Ken Manney, Esq., the Personal Representative’s resident agent, his attorney William Hennessey, Esq., **refused** to accept service on behalf of his client. See Affidavit of Kenneth Manney, Esq. attached hereto as **Exhibit G**). David’s abusive and dilatory tactics are good cause for Nina’s attorneys’ inability to perfect serve upon David by process server.

The Lower Court Failed to Apply the *Kozel* Factors: In this matter, Nina’s lawyers’ inability to serve David was a direct result of the dilatory tactics of David and his attorney/resident agent, Mr. Hennessey, who refused to accept service on David’s behalf despite his obligation under Florida law to do so. Even so, Nina’s former attorneys had an obligation and responsibility to ensure service was made promptly. Thus, the inability to effect service on all parties was a procedural mistake on the part of Nina’s former attorneys. In *Kozel v. Ostendorf*, 629 So. 2d 817 (Fla. 1993), the Florida Supreme Court ruled that there are six factors that a Court **must** consider before dismissing an action with prejudice due to a procedural mistake made by an attorney. Those factors include: 1) whether the attorney’s disobedience was willful, deliberate, or contumacious, rather than an act of neglect or inexperience; 2) whether the attorney has been previously sanctioned; 3) whether the client was personally involved in the act of disobedience; 4) whether the delay prejudiced the opposing party through undue expense, loss of evidence, or in some other fashion; 5) whether the attorney offered reasonable justification for noncompliance; and 6) whether the delay created significant problems of judicial administration.

The Fifth DCA has since weighed in and agreed that a trial court’s failure to consider the *Kozel* factors in determining whether dismissal is appropriate is, by itself, a basis for remand for application of the correct standard. See *Pixton v. Williams Scotsman, Inc.*, 924 So. 2d 37, 39-40 (Fla. 5th DCA 2006).

In the matter at hand, Nina repeatedly communicated with her former attorneys the importance of effecting service on David and the parties in this case. Yet, Nina’s former counsel failed to make service on David at all for the duration of their representation of Nina. Under the circumstances, the lower court was required to consider the *Kozel* factors. The lower court **did not** consider the *Kozel* factors in its decision to dismiss Nina’s will contest and the matter should therefore be reversed and remanded.

Nina’s Attorney Perfected Service by the Date of the Hearing on the Motion to Dismiss: Under Florida law, when a statute of limitations has run and service has been perfected as of the date of the hearing on a motion to dismiss, a trial court abuses its

discretion by not extending time for service and dismissing the complaint. Henderson v. Johnson, 97 So. 3d 946, 950 (Fla. 1st DCA 2012).

Nina's attorney properly served **all interested** parties by formal notice with her Motion for Leave to Amend and Consolidate and the Second Amended Petition for Revocation of Probate **before** the March 18, 2014 hearing. David's Motion to Dismiss for failing to timely serve was heard at the March 18, 2014 hearing. The Court abused its discretion at this hearing by dismissing Nina's Petition pursuant to the ruling in Henderson.

The Orders on Appeal are Based on Misrepresentations of Fact: The Court entered the April 2, 2014 Order dropping parties and dismissing the will contest after the December 17, 2013 hearing in which Mr. Hennessey misrepresented to the Court that the Court ruled that it would drop all parties if Nina's attorneys failed to make service by December 13, 2013. The record, (as set forth above and as attached to this mediation brief), will reflect that the Court simply did not make any such rulings, and thus the April 2, 2014 Order should be reversed.

Dismissal of an Action is the Ultimate Sanction: Dismissal of an action should be reserved for those aggravated cases in which a lesser sanction would fail to achieve a just result. Even though it is essential that attorneys adhere to filing deadlines and procedural requirements, sanctions other than dismissal are appropriate in those situations when the attorney, and not the client, is responsible for the error. American Express Co. v. Hickey, 869 So. 2d 694, 695 (Fla. 5th DCA 2004). At all times relevant, Nina was represented by counsel, who she trusted to carry out the procedural requirements of serving the parties with her pleadings. Nina, herself, was in no way responsible for the inability of the process server retained by Nina's former counsel to effect service on David.

The lower court's dismissal of the will contest on a technicality violates Florida law. According to Fla. Prob. R. 5.020(a), "[n]o defect of form impairs substantial rights." In the matter at hand, all parties had actual knowledge of all pending matters, and were represented by counsel at all hearings. No party was prejudiced by Nina's lawyers inability to make timely service. Nevertheless, the Court employed the ultimate sanction of dismissal to effectively terminate Nina's substantive rights in this estate. Such a ruling is contrary to Florida law and should be reversed.

2013 CASE **Service Issues**

Nina's former counsel had the summons issued and attempted to make service by process server of the Complaint in the 2013 Case. Again, David intentionally avoided service and played tricks on the process server. (See Affidavit of Ronald Kostin, **Exhibit E**). As a direct result of David's misconduct and dilatory tactics, Nina's former attorneys, Manney & Roche, were unable to effect service on David by process server. Nevertheless, David filed a motion to drop parties in the 2013 Case for Nina's failure to make timely service.

David, in his capacity as Personal Representative, waived his insufficiency of service defense in the 2013 Case: A significant fact distinguishing the service issues in the 2013 Case from those of the 2012 Case is that David, in his capacity as Personal Representative, waived his insufficiency of service defense in the 2013 Case by (1) seeking affirmative relief from the Court to dissolve lis pendens; and (2) filing a Motion to Dismiss that fails to raise the defense of insufficiency of service. Fla. R. Civ. P. 1.140(b) and (h). David does not contest the fact that he has waived his insufficiency of service defense in the 2013 Case.

On April 2, 2014, the Court entered an Order dropping all parties to the 2013 Case *except* David, as Personal Representative, and the 2013 Case remains pending against David. On May 1, 2014, the Court entered an Order denying Nina's Motion for Leave to Amend and Consolidate.

In an abundance of caution, Nina timely appealed both the April 2, 2014 Order dropping parties in the 2013 case and the May 1, 2014 Order denying Leave to Amend and Consolidate in the 2013 Case. Under Florida law, however, Nina may pursue her will contest against David by virtue of this 2013 Case, rendering the appeal moot, as will be discussed in great detail below.

Nina's Amended 2013 Pleading Sufficiently Constitutes a Will Contest

Although it does not contain a specific count entitled "Revocation of Probate," the Amended Complaint before the Court in the 2013 Case contains all of the necessary allegations of a Petition for Revocation of Probate, and thus qualifies as a will contest under Florida law. Pursuant to Fla. Prob. R. 5.020(a), **all technical forms of pleadings are abolished**. "No defect of form impairs substantial rights." *Id.* According to Fla. Prob. R. 5.270(a), the only pleading requirements for a Petition for Revocation of Probate are that the pleading must state: (1) the interest of the petitioner in the estate; and (2) the facts constituting the grounds on which revocation is demanded. Fla. Prob. R. 5.270(a). The Amended Complaint *sub judice* does just that, alleging the Petitioner's interest in the estate as daughter of the Decedent, (¶11, Amended Complaint), and alleging that the purported will was the product of the Respondent's active procurement and undue influence, (¶14-15, Amended Complaint), and/or the product of forgery (¶18, Amended Complaint). Thus, under Florida law the Amended Complaint **is** a proper initiation of a will contest in accordance with Fla. Prob. R. 5.270(a).

The Fourth DCA recently reached this precise conclusion in *Pasquale v. Loving*, 82 So. 3d 1205 (Fla. 4th DCA 2012). After having been served with a Notice of Administration of the probate of a purported will, the Plaintiffs in *Pasquale* filed a four-count complaint against the Personal Representative for (1) tortious interference with expectancy of inheritance; (2) lack of testamentary capacity; (3) undue influence; and (4) exploitation of a vulnerable adult. The *Pasquale* complaint was filed within the time restrictions for objecting to the probate of a will imposed by F.S. 733.212(3). The *Pasquale* complaint focused primarily on the Decedent's revocable trust; ***did not*** contain a specific count for Revocation of Probate of the purported will; ***and did not even identify the will to be***

contested. The lower court dismissed the complaint for failing to state a cause of action, finding that it could not be considered a will contest.

On appeal, the Fourth DCA reversed the dismissal, finding that the Pasquale complaint contained the necessary elements of a petition for revocation of probate, and thus adequately constituted a will contest under Florida law, despite the technical defects. The Pasquale Court remanded the matter to allow the Plaintiffs to proceed with their will contest. The Pasquale Court relied on Fla. Prob. R. 5.270(a) and 5.020(a) cited above, and reasoned:

While the complaint at issue is not a model of clarity, we find that it adequately constituted a will contest. . . . Though the complaint does not specifically identify the 2005 will, count I challenges the validity of all testamentary documents executed after 2000; count II alleges that the decedent “lacked the testamentary capacity to validly amend her estate planning documents”; and count III alleges undue influence and requests that attorneys’ fees be paid from “the estate.” Additionally, the complaint was filed in response to the notice of administration of the 2005 will, wherein the decedent completely revoked the Pasquales’ interest in the trust.

Pasquale at 1208.

The Fifth DCA has rendered a similar ruling, finding that the mere filing of a Notice of Appearance was sufficient to contest a will where the Notice, referred to by the Court as a “pleading,” stated that the Plaintiff had interest in the estate, and that the will disinherited her, making it clear that she opposed it. Feather v. Sanko’s Estate, 390 So. 2d 746, 747 (Fla. 5th DCA 1980).

In the matter at hand, Petitioner’s Amended Complaint is wholly compliant with the pleading requirements set forth in Fla. Prob. R. 5.270(a) governing petitions for revocation of probate. Unlike the complaint in Pasquale, which fails to even reference the will it seeks to contest, the Petitioner’s Amended Complaint clearly identifies the will at issue, and carefully articulates the reasons why the will should be revoked. Petitioner’s Amended Complaint is a proper initiation of a will contest under Florida law, and the parties should proceed as such.

This argument is set for hearing on August 21, 2014. If the lower court allows Nina to proceed with her will contest under the 2013 timely filed complaint in the probate court, as it should pursuant to Florida law, the appeal will be moot and Nina will be able to pursue the substantive issues relating to the validity of the purported will.

REVOCATION OF PROBATE

Forgery: Nina raises allegations that the signature of Seymour Baum on the purported will is a forgery. As set forth above, Nina’s lawyer has retained Dianne C. Flores, a Forensic Document Examiner, (i.e. a handwriting expert), to analyze the

signature of Seymour Baum that appears on the purported will. After analyzing the will and comparing it to twenty-four (24) “normal course of business specimen signatures” attributed to Seymour Baum, the expert noted “**indications**” that the signature on the will was signed by someone other than Seymour Baum. (See Affidavit of Dianne Flores attached hereto as **Exhibit C**). Ms. Flores requires more recent “specimen signatures” attributed to Seymour Baum in order to reach a more definitive conclusion. To that end, Nina has filed a Notice of Intent to subpoena PNC Bank, Seymour Baum bank, to obtain more recent specimen signatures, which of course David has objected to.

David has a history of forging documents to gain advantageous positions over his family. For example, in or around 2002, David forged Nina’s signature purporting to grant David a Power of Attorney to handle her affairs **without her consent**. David then used the power of attorney to sell Nina’s condo in New York **without her consent**.

Additionally, in reviewing the property records relating to Seymour Baum’s real property, it appears that David attempted to fraudulently add his name to the Warranty Deed to a parcel of real property in Brevard County, Florida to create a joint tenancy with rights of survivorship. (See Warranty Deed attached hereto as **Exhibit M**). David’s name was subsequently crossed off the deed when Seymour Baum executed it on May 28, 2009.

Should Nina successfully establish that Seymour Baum’s signature on the will is a forgery, the court will revoke the will and the estate will pass by the laws of intestacy to the descendants of the decedent. F.S. 732.103(1).

Burden of Proof in Will Contest: In a will contest, the burden of proof is initially on the proponent of the will to show that it was executed with the formalities required by Florida law. The burden is then on a contestant to prove the invalidity of the will admitted to probate. ***When a will contestant establishes the presumption of undue influence, the burden of proof shifts to the will proponent to establish the validity of the will.*** See F.S. 733.107.

Undue Influence: In order to establish a presumption of undue influence under Florida law, a will contestant must show that (1) a substantial beneficiary under the will; (2) who had a confidential relationship with the testator; (3) was active in procuring the contested will. *In re: Carpenter’s Estate*, 253 So. 2d 697 (Fla. 1971).

David unquestionably occupied a confidential relationship with Seymour Baum by virtue of his father-son relationship with the Decedent; by legal holder of a purported Power of Attorney (attached hereto as **Exhibit N**); and as the sole individual with access to Seymour Baum toward the end of his life. As set forth in Rabbi Konikov’s complaint, David isolated Seymour Baum from the world, and even hired a guard to ensure that nobody was able to visit Seymour Baum in the hospital except for David.

Whether David is a “substantial beneficiary” under the will is an interesting issue of fact. It is Nina’s position that the purported will was carefully crafted by David and his

accomplice(s) to make it difficult for any potential will contestants to establish the presumption of undue influence. To that end, David does not name himself as a “beneficiary” under the will. Instead, David names three charities as beneficiaries to create the illusion that Seymour Baum opted to devise his entire estate to charity and omit all of his children. By crafting the will in this manner, David was hoping to quell the suspicions of Seymour’s disinherited children, namely Nina. Meanwhile, David substantially benefits from the purported will by virtue of his appointment as Personal Representative of the Estate, and as Trustee of each of the testamentary trusts created by the will. As Personal Representative, David is **entitled** to “compensation” based on a percentage of this sizeable estate. F.S. 733.617. Pursuant to the provisions of the purported will, and Florida law, David is also **entitled** to reasonable “compensation” as trustee of **both** testamentary trusts. F.S. 736.0708. Most importantly, the purported will allows David to achieve his ultimate goal of **control** over all of the real properties and businesses owned by the estate; a **priceless** benefit to David. Using the purported Power of Attorney during Seymour’s lifetime, David was able to add himself as an officer (vice president) to all of Seymour’s companies. (See Sunbiz Annual Reports attached hereto as **Exhibit O**). As such, David will continue to assert control, and likely receive a “salary” from, each of Seymour Baum companies even after distribution to the charities pursuant to the will. Furthermore, several of Seymour Baum’s commercial properties are leased to various storefronts, including Walgreens. David is likely personally deriving financial benefits from these leases as well through “management” services. While not technically a “beneficiary” under the will, David has manipulated Seymour Baum’s estate so as to derive substantial benefits under the will, the extent of which will come to light as the discovery process continues.

In *In re Estate of Carpenter*, 253 So. 2d 697 (Fla. 1971), the Florida Supreme Court listed several criteria to be considered in determining “active procurement” for the purpose of establishing the presumption of undue influence. These *Carpenter* factors include: 1) presence of the beneficiary at the execution of the will; 2) presence of the beneficiary on those occasions when the testator expressed a desire to make a will; 3) recommendation by the beneficiary of an attorney to draw the will; 4) knowledge of the contents of the will by the beneficiary prior to execution; 5) giving of instructions on preparation of the will by the beneficiary to the attorney drawing the will; 6) securing of witnesses to the will by the beneficiary; and 7) safekeeping of the will by the beneficiary subsequent to execution.

The Florida Supreme Court has also expressly recognized that isolation of the Decedent and disparaging the family can be “essential steps in asserting undue influence.” *In re Ates’ Estate*, 60 So. 2d 275, 279 (Fla. 1952). In that case, the proponent of the will denied other members of the family access to the Decedent during the last few months of the Decedent’s life when the will proponent had **exclusive care and control of the Decedent**. The *Ates* Court ruled that the will proponent’s conduct in isolating the Decedent was undue influence.

David’s conduct in isolating Seymour Baum toward the end of his life is documented in part by Rabbi Konikov’s complaint filed against David, and various comments left on

message boards of the Chabad of the Space & Treasure Coasts website addressing David's isolation of Seymour Baum. (See online comments attached hereto as **Exhibit P**). That conduct alone should be sufficient to establish David's "active procurement." Nina is also confident that several of the other factors enumerated by the Carpenter Court are present, and will be exposed as the discovery process continues. Specifically, Nina intends to take the deposition of Kurt Panouses, Esq., an attorney consulted by Seymour Baum regarding the drafting of an estate plan in or around 2009. Seymour Baum, who hated attorneys, ultimately decided that he did not want to pay Mr. Panouses to draft the estate plan, but Mr. Panouses has actual knowledge of Seymour Baum's **true testamentary intent**. Nina also intends to depose Seymour's long-time CPA, Matthew Burke, who has personal knowledge of Seymour Baum's finances, who was present at many of the meetings between Seymour Baum and Kurt Panouses, and who has personal knowledge of Seymour Baum's relationship with David and his testamentary intent **to provide for his children**. Kevin Markey, Esq., the scrivener of the purported will, will also be deposed regarding the will's validity.

When Nina is successful in establishing the presumption of undue influence, the burden will shift to David to prove the validity of the will. If David is unsuccessful in doing so, the estate will pass by the laws of intestacy, to the Decedent's descendants. ***The charities will receive nothing if the will is revoked.***

TORTIOUS INTERFERENCE WITH EXPECTANCY OF INHERITANCE

The estate inventory filed with the Court contains a glaring omission of any liquid checking, savings or investment accounts owned by Seymour Baum. Seymour Baum's liquid assets were not included in the estate inventory because that had already either been depleted during the Decedent's lifetime by David through the purported Power of Attorney. David had control over the Decedent's accounts under the Power of Attorney and could have manipulated title to all of Seymour Baum's accounts to include him as a joint tenant with rights of survivorship, just as he tried to do with the deed to Seymour's property during his lifetime.

Seymour not only held substantial liquid assets, but also owned valuable personalty such as gold bullion, treasury bonds and coins. Any other assets taken by David during Seymour Baum's lifetime are not assets of the estate and there is no adequate remedy at probate for the recovery of such assets. Likewise, recovery can be pursued by an "interested person" through a separate civil case for Tortious Interference with Expectancy of Inheritance and civil theft. This separate action would follow Nina's successful will contest, after which Nina would have standing to assert civil claims as an heir entitled to the estate under the laws of intestacy.

Elements of intentional interference with an expectancy include: (1) existence of expectancy; (2) intentional interference with expectancy through tortious conduct; (3) causation; and (4) damages. Whalen v. Prosser, 719 So. 2d 2 (Fla. 2nd DCA 1998). It is Nina's position that Seymour Baum intended that **all** of his assets pass through probate. Any and all accounts or assets obtained by David during Seymour Baum's lifetime were

intended to pass through the estate, and but not for David's improper acquisition of such assets during Seymour Baum's lifetime those assets would have passed through the estate.

CONCLUSION: We are confident that Nina's will contest will be successful, and in that light she will be entitled to a percentage of her father's estate. Once the Personal Representative discloses the value of the estate as reported on the Form 706, then we will be able to make an educated demand on behalf of our client.

Sincerely,

HOFFMAN & HOFFMAN, P.A.
/s/Teresa Abood Hoffman, Esq.
Teresa Abood Hoffman, Esq.

EXHIBIT A

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IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

CHABAD OF THE SPACE COAST, INC.

a non-profit Corporation,
Plaintiff,

CASE NO: 05-2012-CA-
47332

v.

DAVID BAUM,

Defendant.

COMPLAINT FOR INJUNCTIVE RELIEF
COUNT I

Plaintiff, **CHABAD OF THE SPACE COAST, INC.**, a non-profit Corporation
(‘CHABAD’), sues Defendant, **DAVID BAUM**, and alleges:

(1) This is an action for temporary and permanent injunctive relief.

(2) Plaintiff is a Synagogue located in Brevard County, Florida, and brings this action on its own behalf and on behalf of its religious leader, Rabbi Zvi Konikov (‘RABBI’), and its congregants.

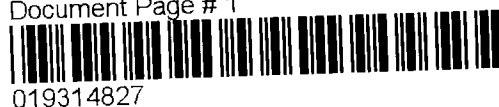
(3) Defendant, **DAVID BAUM**, is a resident in Brevard County, Florida and is the son of Seymour Baum.

(4) Seymour Baum is a physically impaired, yet mentally competent eighty-eight (88) years old and since October 2011 has been a medical patient in several medical facilities, including Wuesthoff Medical Center, Rockledge, Florida; Rockledge Health and Rehabilitation Center; Kindred Hospital, Melbourne; Select Specialty Hospital, Edgewood, Florida.

(5) Since 1991, Seymour Baum has been an active member and participant in the Plaintiff/Synagogue and has personally conducted many religious services therein.

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Further, Seymour Baum has been an ongoing financial and religious mainstay of the Plaintiff. Given the fact that the Plaintiff is a non-profit religious organization it relies heavily on its congregants for financial assistance. Seymour Baum has acquired and donated two (2) Torahs to the Synagogue among other generous donations. During the above noted time, Seymour Baum has become a close associate, friend and confidant of the RABBI, has great trust in the RABBI and further, relies greatly on the RABBI'S spiritual and personal guidance. Seymour Baum has expressed his desire to donate land and funds to the Plaintiff to construct a new Synagogue in memory of Seymour Baum's parents. Seymour Baum has negotiated on a contract for the acquisition of land for the above purpose. Seymour Baum wishes to accomplish this donation during his lifetime so that he may personally experience the accomplishment.

(6) Until recently, i.e. March and April of 2012, the RABBI, on behalf of the Plaintiff, had almost daily visits and contact with Seymour Baum providing him religious guidance, including daily prayers.

(7) In mid-March 2012, while Seymour Baum was a patient at Rockledge Health and Rehabilitation Center, and in mid-April 2012, while Seymour Baum was a patient at the Wuesthoff facility, the RABBI was informed that he would no longer be permitted to visit Seymour Baum for any reason, including religious guidance, a very sacred and personal responsibility. This restriction to the RABBI's contact with Seymour Baum is in contradiction to and contrary to the actual wishes of Seymour Baum.

(8) Defendant, DAVID BAUM, based on an alleged Power of Attorney from Seymour Baum, has instructed the medical facilities, where Seymour Baum is a patient, to bar the RABBI from visiting with the patient. Further, Defendant, DAVID BAUM, has

discharged Seymour Baum's long-standing personal physician, Leon Cohen, MD, from further care of him and has barred Synagogue congregants and friends of Seymour Baum from visiting and conferring with him. The actions of the Defendant, DAVID BAUM, are said to be with the authority of the above referenced and alleged Power of Attorney. These actions are in contradiction to the wishes of Seymour Baum and as such are outside the authority vested in David Baum by Seymour Baum.

(9) Seymour Baum, pursuant to the Patient's Bill of Rights set out in Chapter 381, Florida Statutes, has the right to be treated with courtesy and respect with appreciation of his individual dignity.

(10) Under Article 1, Section 3 of the State of Florida Constitution, Seymour Baum has religious and speech rights. The RABBI, on behalf of the Plaintiff, has the same Florida constitutional rights. Seymour Baum and the RABBI should have the ability to express those freedom of speech and religious rights together.

(11) Under the First Amendment to the United States Constitution, Seymour Baum and the RABBI, on behalf of the Plaintiff, have religious and speech rights, including expressing those rights together.

(12) The Defendant, DAVID BAUM, has violated Florida Law and its Constitution and has violated the United States Constitution by denying Seymour Baum from (a) practicing his chosen religion, (b) his ability to speak with the RABBI, (c) being medically treated by a Physician of his choice and (d) speaking with friends and congregants of the Synagogue. By performing the acts described above, the Defendant, DAVID BAUM, has been and is disregarding respect for the patient and his dignity without authority.

(13) Based on the facts alleged in this Complaint, there is no adequate remedy at Law and unless the Defendant, DAVID BAUM, is restrained from the practices previously stated in this Complaint, the Plaintiff and its relationship with Seymour Baum shall be irreparably harmed.

WHEREFORE, it is requested the Court:

(a) Grant a temporary Hearing at the earliest possible time.

(b) Enter an Order temporarily and permanently restraining the Defendant, DAVID BAUM, from requesting any medical facility, where Seymour Baum is a patient, bar or prevent immediate access to Seymour Baum by the RABBI.

(c) Enter an Order that would allow discovery of all medical records of Seymour Baum from any medical facility where he has been a patient since October 2011 and from all medical care providers for Seymour Baum.

(d) Enter a temporary and permanent Order permitting visitation by congregants of the Plaintiff with Seymour Baum.

COUNT II

(1) This is an action for Declaratory Judgment and Supplemental Relief.

(2) Plaintiff realleges paragraph (2) through (12) of Count I of this Complaint as if stated in full herein.

(3) Defendant, DAVID BAUM, maintains that he possesses valid Power of Attorney and Health Care Surrogate documents executed by Seymour Baum.

(4) Defendant, DAVID BAUM, maintains the Power of Attorney and Health Care Surrogate documents empower him to prevent the RABBI from providing religious and personal services for Seymour Baum and speaking to him. Defendant, DAVID

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BAUM, further maintains that such documents allow him to bar Seymour Baum from receiving visitors from the Plaintiff's Synagogue. Defendant, DAVID BAUM, further maintains that the above named documents empower him to preclude Seymour Baum during his lifetime from making donations to Plaintiff. Finally, Defendant, DAVID BAUM, maintains the Health Care Surrogate document allows him to choose medical providers other than providers that Seymour Baum has personally chosen.

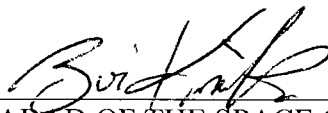
(5) Plaintiff maintains the Power of Attorney and Health Care Surrogate documents possessed by Defendant, DAVID BAUM;

(a) may not be valid.

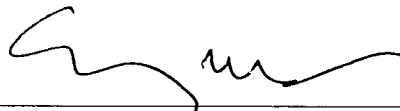
(b) if valid, Defendant, DAVID BAUM, has overstepped, exceeded and gone beyond the accepted authority and use of said documents

(c) is being used to control the assets of Seymour Baum to enhance and maintain the greatest possible inheritance for DAVID BAUM in contradiction to the true testamentary wishes of Seymour Baum.

WHEREFORE, Plaintiff demands a Judgment declaring, memorializing and delineating specifically, the Plaintiff's and Defendant's rights and responsibilities under the above referenced documents and for costs of this action.



CHABAD OF THE SPACE COAST, INC.
By: Rabbi Zvi Konikov



STANLEY WOLFMAN, ESQUIRE
Wolfman & Wolfman P.A.
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(321) 259-4293
FL Bar No: 089321
Attorney for Plaintiff

EXHIBIT B

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DURABLE GENERAL POWER OF ATTORNEY

NEW YORK STATUTORY SHORT FORM

THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE
SHOULD YOU BECOME DISABLED OR INCOMPETENT.

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY DURING YOUR LIFETIME, WHICH MAY INCLUDE POWERS TO MORTGAGE, SELL, OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THESE POWERS WILL CONTINUE TO EXIST EVEN AFTER YOU BECOME DISABLED OR INCOMPETENT. THESE POWERS ARE EXPLAINED MORE FULLY IN NEW YORK GENERAL OBLIGATIONS LAW, ARTICLE 5, TITLE 15, SECTIONS 5-1502A THROUGH 5-1503, WHICH EXPRESSLY PERMIT THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY.

THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS. YOU MAY EXECUTE A HEALTH CARE PROXY TO DO THIS.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

THIS is intended to constitute a DURABLE GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

I, Nina Baum (AKA Best)
300 E 85th St 1104 NYC NY 10028
(insert your name and address)

do hereby appoint:

David Baum
208-10 Union Tpke Flushing NY 11364
(If 1 person is to be appointed agent, insert the name and address of your agent above)

(If 2 or more persons are to be appointed agents by you insert additional names and addresses above)
my attorney(s)-in-fact TO ACT (If more than one agent is designated, CHOOSE ONE of the following two choices by putting your initials in ONE of the blank spaces to the left of your choice:)

_____ Each agent may SEPARATELY act.

_____ All agents must act TOGETHER.

(If neither blank space is initialed, the agents will be required to act TOGETHER)

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

(DIRECTIONS: INITIAL IN THE BLANK SPACE TO THE LEFT OF YOUR CHOICE ANY ONE OR MORE OF THE FOLLOWING LETTERED SUBDIVISIONS AS TO WHICH YOU WANT TO GIVE YOUR AGENT AUTHORITY. IF THE BLANK SPACE TO THE LEFT OF ANY PARTICULAR LETTERED SUBDIVISION IS NOT INITIALED, NO AUTHORITY WILL BE GRANTED FOR MATTERS THAT ARE INCLUDED IN THAT SUBDIVISION. ALTERNATIVELY, THE LETTER OR TYPED ON THE BLANK LINE IN SUBDIVISION "(Q)", AND YOU MAY THEN PUT YOUR INITIALS IN THE BLANK SPACE TO THE LEFT OF SUBDIVISION "(Q)" IN ORDER TO GRANT EACH OF THE POWERS SO INDICATED.)

- MB (A) real estate transactions;
- MB (B) chattel and goods transactions;
- MB (C) bond, share and commodity transactions;
- MB (D) banking transactions;
- MB (E) business operating transactions;
- MB (F) insurance transactions;
- MB (G) estate transactions;
- MB (H) claims and litigation;
- MB (I) personal relationships and affairs;
- MB (J) benefits from military service;
- MB (K) records, reports and statements;
- MB (L) retirement benefit transactions;
- MB (M) making gifts to my spouse, children and more remote descendants, and parents, not to exceed in the aggregate \$10,000 to each of such persons in any year;
- MB (N) tax matters;
- MB (O) all other matters;
- MB (P) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;
- MB (Q) each of the above matters identified by the following letters:

(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)

If every agent named above is unable or unwilling to serve, I appoint

LIZAC BAUM 208-10 Union Turnpike, Hollis Hills, NY 11364

(insert name and address of successor)

to be my agent for all purposes hereunder.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

THIS DURABLE GENERAL POWER OF ATTORNEY MAY BE REVOKED BY ME AT ANY TIME.

In Witness Whereof I have hereunto signed my name this 31st day of August,
2001 (year).

(YOU SIGN HERE:)

(Signature of Principal)

State of NEW YORK
County of QUEENS

On AUG. 31, 2001 before me, ROSEMARY COSTELLO, personally
appeared LINA BAUM BEST

, personally known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Signature

Signature of Notary

Affiant Known Produced ID

Type of ID N/L # 441-726-161

(Seal)

B140b

AFFIDAVIT OF VALIDITY OF POWER OF ATTORNEY

RE: POWER OF ATTORNEY FROM NINA BAUM BEST, (PRINCIPAL)
DATED: AUGUST 31, 2001 (year).
RECORDED WITH PUBLIC RECORDS OF _____ COUNTY
AT DOCKET/PAGE:

1. I hereby depose and say I am an adult and otherwise competent to execute an Affidavit and further, I am the above-named Attorney-in-Fact.
2. The Affidavit is executed pursuant to the Uniform Probate Code. This provides an Affidavit executed by the Attorney-in-Fact stating that he/she did not have, at the time of the act pursuant to the Power of Attorney, actual knowledge of the revocation or termination of the power by death, disability or incompetence. The Affidavit, in the absence of fraud, is conclusive proof of the non-revocation or non-termination of the power at that time. If the power requires the execution of an instrument which is recordable, the Affidavit, when authenticated for record, is similarly recordable.
3. Pursuant to the above, I affirm that on the date below I have had no actual knowledge of any revocation or termination of the Power of Attorney by death, disability, incompetence or otherwise, and I have good reason to believe the Power of Attorney is in full force and effect.
4. I have read the foregoing and of my own knowledge affirm that the facts stated above are true and correct.

State of New York
County of New York }
On Oct. 12, 2001 before me,

[Signature]
Attorney-in-Fact

[Signature], personally appeared
, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature [Signature] Affiant Known Produced ID License
Signature of Notary Type of ID
(Seal)

EXHIBIT C

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

AFFIDAVIT OF MRS. DIANNE C. FLORES

1. My name is Dianne C. Flores and I am a Forensic Document Examiner maintaining laboratory and offices at 7990 SW 117th Avenue, Suite 134, Miami, Florida 33183.
2. A true and correct copy of my curriculum vitae which sets forth my background, training and qualifications as a Forensic Document Examiner is marked as Composite Exhibit "A," attached hereto and made a part hereof.
3. I have been employed by Hart & Flores Questioned Document Laboratory, Inc. f/d/b/a Hart Questioned Document Laboratory, Inc. since 1999. I have been President and owner of said Corporation since January 2008.
4. While serving as a Forensic Document Examiner in Miami, Florida, I have provided expert testimony (during both depositions and trials/hearings) in over ninety (90) different cases. Such testimony has been provided in both State and Federal proceedings throughout South Florida. I have also testified in a civil proceeding in Nassau, Bahamas. A copy of my Testimony Log is marked as Composite Exhibit "B," attached hereto and made a part hereof.
5. As a result of my expertise, I was contacted (and ultimately retained) by the law firm of Hoffman & Hoffman to examine page 6 of a Durable Power of Attorney and the last two pages of the Last Will and Testament of Seymour Baum (Q2₁₋₂) involved in The Estate of Seymour Baum, Baum v. Baum, et al., Case No. 05-2013-CP-028863 & 05-2012-CP-048323. Copies of items Q1 and Q2₁₋₂ are attached hereto and made a part hereof as Exhibit "C."

6. For comparison against the disputed signatures in the name “Seymour Baum” on items Q1 and Q2₁₋₂, I was provided with twenty-four (24) normal course of business specimen signatures attributed to Mr. Baum. Copies of the specimens labeled K1 – K24 marked as Composite Exhibit “D,” are attached hereto and made a part hereof.
7. A comparison chart was prepared as part of the examination in this case. A copy of the comparison chart marked as Exhibit “E,” is attached hereto and made a part hereof.
8. A side-by-side comparison between the disputed signatures on items Q1 and Q2-1 against the signature specimens attributed to Seymour Baum (K1 – K24), was conducted. The signatures in the name “Seymour Baum” on items Q1 and Q2-1 do not agree well with the specimen signatures. There were several differences noted during the side-by-side comparison. The differences noted represent *indications*¹ that items Q1 and Q2-1 may have been signed by someone other than Seymour Baum (K1 – K24). It is important to note, however, that the machine copies provided of each of the specimens as well as of all disputed documents (Q1 – Q2₁₋₂), are very poor quality copies. In addition, the specimens all pre-date the disputed documents by several years.
9. Examination and comparison of the disputed Q2-2 signature in the name, “Seymour Baum” against his authentic signature specimens from items K1 – K24 revealed similarities in the line placement, proportions and over-all appearance of the signatures. There is *evidence to suggest*² that item

¹SWGDOC, f/k/a ASTM International, Terminology for Expressing Conclusions of Forensic Document Examiners, Page 2, Section 4.1 defines *indications (evidence to suggest)* as, “a body of writing has few features which are of significance for handwriting comparison purposes, but those features are not in agreement with another body of writing. This is a very weak opinion.”

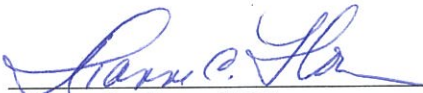
²SWGDOC, f/k/a ASTM International, Terminology for Expressing Conclusions of Forensic Document Examiners, Page 2, Section 4.1 defines *indications (evidence to suggest)* as, “a body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing... This is a very weak opinion.”

Q2-2 may have been written by the same person who wrote the specimen signatures (Seymour Baum, K1 – K24), however, this evidence is also far from conclusive due to the limitations detailed above.

10. The original or better copies of the disputed and specimen documents must be submitted for microscopic examination before a more conclusive opinion can be rendered. It is also imperative that more contemporaneous specimens be provided for additional comparison against the disputed signatures.

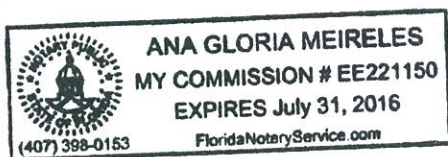
11. There are *indications* that the person who signed as the 1st witness on item Q1 also notarized item Q2-2. There are also indications that the same person witnessed all three documents in the name of Julia A. Loy-Markey and that the printed name and signature, Jennifer C. Johnston, as notary on item Q1 was written by the same person who witnessed items Q2₁₋₂.

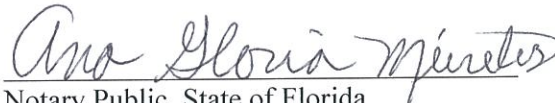
FURTHER AFFIANT SAYETH NAUGHT.


Dianne C. Flores, FDE
Hart & Flores Questioned Document
Laboratory, Inc.

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me this 31st day of July, 2014, by
Dianne C. Flores, who is personally known to me or who has produced _____ as
identification.




Notary Public, State of Florida

Ana Gloria Meireles
(Name of Notary, Typed, Printed or Stamped)

Hart & Flores Questioned Document Lab, Inc.

7990 SW 117th Avenue • Suite 134 • Miami, Florida 33183

Telephone 305•596•4946

Facsimile 305•596•2618

Curriculum Vitae of Dianne C. Flores

PROFESSIONAL EXPERIENCE

HART QUESTIONED DOCUMENT LABORATORY, INC.

Laboratory Technician

Forensic Document Examiner

MIAMI, FL

Aug. 1999 to Aug. 2004

Sept. 2006 to Present

CERTIFICATION

Diplomate Board of Forensic Document Examiners
Certification - 2014

PRESENTATION OF PROFESSIONAL PAPERS

"Dateable Signatures"

SAFDE - Atlanta, GA - 2006

PROFESSIONAL ASSOCIATIONS

Member American Society for Testing and Materials (ASTM)
E30 Committee on Forensic Sciences
E30.02 Subcommittee on Questioned Documents

Regular Member Southeastern Association of Forensic Document Examiners
(SAFDE)

Associate Member American Academy of Forensic Sciences (AAFS)

Standard Member Association of Certified Fraud Examiners (ACFE)

Certified Professional Member Association of Forensic Document Examiners (AFDE)

CONTINUING EDUCATION AND PROFESSIONAL MEETINGS ATTENDED

February, 2006 American Academy of Forensic Sciences, Seattle, WA

April, 2006 Southeastern Association of Forensic Document Examiners, Atlanta, GA

February, 2007 American Academy of Forensic Sciences, San Antonio, TX

April, 2007 Southeastern Association of Forensic Document Examiners, Atlanta, GA

August, 2007 American Society of Questioned Document Examiners, Boulder, CO

September, 2007 Midwestern Association of Forensic Scientists, Traverse City, MI

February, 2008 American Academy of Forensic Sciences, Washington, DC

April, 2008 Southeastern Association of Forensic Document Examiners, Atlanta, GA

August, 2008 American Society of Questioned Document Examiners, Asheville, NC

February, 2009 American Academy of Forensic Sciences, Denver, CO

Hart & Flores Questioned Document Lab, Inc.

7990 SW 117th Avenue • Suite 134 • Miami, Florida 33183

Telephone 305•596•4946

Facsimile 305•596•2618

Curriculum Vitae of Dianne C. Flores

PROFESSIONAL EXPERIENCE

HART QUESTIONED DOCUMENT LABORATORY, INC.

Laboratory Technician

Forensic Document Examiner

MIAMI, FL

Aug. 1999 to Aug. 2004

Sept. 2006 to Present

CERTIFICATION

Diplomate Board of Forensic Document Examiners

Certification - 2014

PRESENTATION OF PROFESSIONAL PAPERS

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SAFDE - Atlanta, GA - 2006

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Member

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E30 Committee on Forensic Sciences

E30.02 Subcommittee on Questioned Documents

Regular Member

Southeastern Association of Forensic Document Examiners
(SAFDE)

Associate Member

American Academy of Forensic Sciences (AAFS)

Standard Member

Association of Certified Fraud Examiners (ACFE)

Certified Professional Member Association of Forensic Document Examiners (AFDE)

CONTINUING EDUCATION AND PROFESSIONAL MEETINGS ATTENDED

February, 2006 American Academy of Forensic Sciences, Seattle, WA

April, 2006 Southeastern Association of Forensic Document Examiners, Atlanta, GA

February, 2007 American Academy of Forensic Sciences, San Antonio, TX

April, 2007 Southeastern Association of Forensic Document Examiners, Atlanta, GA

August, 2007 American Society of Questioned Document Examiners, Boulder, CO

September, 2007 Midwestern Association of Forensic Scientists, Traverse City, MI

February, 2008 American Academy of Forensic Sciences, Washington, DC

April, 2008 Southeastern Association of Forensic Document Examiners, Atlanta, GA

August, 2008 American Society of Questioned Document Examiners, Asheville, NC

February, 2009 American Academy of Forensic Sciences, Denver, CO

EDUCATION

OKLAHOMA STATE UNIVERSITY

Master of Science

Major: Forensic Sciences Administration

Graduate Certificate in Forensic Examination of Questioned Documents

TULSA, OK

Degree: 2008

May, 2008

FLORIDA INTERNATIONAL UNIVERSITY

Bachelor of Business Administration

Major: Business Management

Minor: Psychology

MIAMI, FL

Degree: 2005

MIAMI DADE COMMUNITY COLLEGE

Associate in Science - Major: Legal Assisting (ABA Approved Program)

Associates in Arts - Major: Business Administration

MIAMI, FL

Degree: 2002

Revised 5/14

**Testimony Log
Dianne C. Flores
Forensic Document Examiner**

Trials/Hearings and Sworn Statements:

Court Case No./County	Case Title	Date
F-0126454 Dade County	State of Florida v. Bryant Williams Attorney: Charlie Johnson Office of The State Attorney Judge: Dava J. Tunis	02/06/07
F-0126454 Dade County	State of Florida v. Bryant Williams Attorney: Charlie Johnson Office of The State Attorney Judge: Dava J. Tunis	02/07/07
06-20792-CR Moreno Federal Southern District	United States v. Levi Jones Attorney: Frank de la Grana Frank de la Grana, P.A. Judge: Moreno	07/10/07
06-14770 CA 32 Dade County	Esserman Nissan, Ltd. v. Cesar Manuel Rodriguez Attorney: Haas A. Hatic Greenspoom Marder, P.A. Judge: Sarah Zabel	10/17/07
04-2018 FC 17PJ Dade County	Richard Quincoces v. Angela Quincoces Attorney: Roy Granoff Law Offices of Granoff & Kressler, P.A. Judge: Judith Kreeger	11/08/07
06-5399 Dade County	In Re: The Estate of Lyle Glenn Willis, deceased and Arnold M. Willis v. Gary Michaud Attorney: Michael A. Dribin Broad & Cassel, P.A. Judge: Norman Gerstein	09/15/08
07-20832-CR COOKE Federal Southern District	US v. John C. Kelly Attorney: Martin A. Feigenbaum Martin A. Feigenbaum, P.A. Judge: Marcia Cooke	11/06/08

0846696 (05) Broward County	LOS MANGOS DE ZACAPA, S.A., SEMILLA VERDE, S.A., and ALTOBASO, INC. v. Ayal Raz, an individual, and Agritrade International, LLC., a Florida limited liability company Attorney: D. Fernando Bobadilla Lipscomb, Brady & Bobadilla, P.L. Judge: Richard E. Eade	11/20/08
32 145 Y 00979 07 Dade County	CRG PARTNERS, INC., and Capital Research Group, Inc. v. Genesis Technology Group, Inc., n/k/a Genesis Pharmaceuticals Enterprises, Inc. Attorney: Jeffery Tew Tew & Cardenas, LLP. 3 Arbitrators: Joel Levine, Mark A. Buskstin and Paul Mason	12/04/08
07-5695 FC 14 Dade County	Simona Zimmerman v. Salomon Mishaan Attorney: Dori Foster-Morales Elser & Foster-Morales, LLC. Judge: Joel Brown	01/14/09
07-26295 CA CE14 Broward County	Ford Motor Credit Company, LLC. v. Accelerated Response Time, Inc., and Pamela L. Givans Attorney: Catherine Riggins Catherine Riggins, P.A. Judge: David Krathen	02/03/09
07-20832-CR COOKE Federal Southern District	US v. John C. Kelly Attorney: Martin A. Feigenbaum Martin A. Feigenbaum, P.A. Judge: Marcia Cooke	02/12/09
07-80334 MARRA/JOHNSON West Palm Beach	Alan Guthartz v. PARK CENTRE WEST CORP. , 4685 Haverhill, Inc., Shining Star Ranch, Inc., Barnett Guthartz, and Janet Barry Attorney: Nicole Maglio Shendell & Pollock, P.L. Judge: Kenneth Marra	03/18/09
08-76280 CA 21 Dade County	Kosoy Kendall Association, LLC., David Kosoy and Brian Kosoy v. First 2 Sale Reality International, LLC. and Jose A. Martinez Attorney: Alan Burger Burger & Traylor, P.A. Judge: William Thomas	04/07/09

08-20587 Federal Southern District	United States v. Rodolfo Gonzalez Attorney: Deric Zacca Cabrera & Zacca, LLP. Judge: Joan Lenard	05/08/09
08-75790CA 40 Dade County	Reliance Wholesale, Inc. v. Samantha Godfrey, Jessica Hoppe, Anthony Minnuto, Allied Medical Supply, Inc., and International Pharmaceutical Attorney: Courtney B. Wilson Littler & Mendelson, P.A. Judge: Gill Freeman	08/28/09
08-010759 CACE 12 Broward County	The Estate of Bernice Jolly-Evans Attorney: Kenneth Mikos Kenneth Mikos, P.A. Judge: Mark Speiser	09/10/09
08-CV-60639 Cohn/Seltzer Federal Southern District	Dolores Millette v. DEK Technologies, Inc., et al. Attorney: Maidenly MaCaluso Grumer & MaCaluso, P.A. Judge: James I. Cohn	11/09/09
08-65372 CA 27 Dade County	Colonial Bank, successor by merger to Commercial Bank of Florida v. 750 Jefferson Avenue, South Beach Atrium, Vincenzo De Pau, COLLEGE HEALTH II , gp., Eric Dimeco, Private Mortgage Services, Metropolitan Mortgage Co. of Miami, ARPA Profic Sharing Plan, Arlene Raijman, City of Miami Beach Florida, Michael A. Stern, Lane Harris Stern, Ivor Rose, C. Wilson, LLC. And Rita Starr Attorney: Lawrence S. Gordon Conway & Simberg, P.A. Judge: Maxine Cohen-Lando	12/21/09
09-08794 CACE 13 Broward County	The Grandis Family Partnership, Ltd. d/b/a Advanced Power Technologies v. Paul J. Stokes Attorney: Michael Bennett Bennett, Aiello, Cohen & Freed, P.A. Judge: Carol Lisa Phillips	01/11/10
56 2007 CP 000132 Saint Lucie County	The Estate of Jane Camp (Probate Matter) Attorney: Michael O'Haire O'Haire, Quinn, Candler & Casalino, P.A. Judge: Burton C. Conner	01/28/10

09-20421 CIV Gonzalez Federal Southern District	NCMI Finance Corporation v. Michael Burke/USDC/Southern District of Iowa Attorney: Jeffery D. Swartz Miller, Kagan, Rodriguez & Silver, P.L. Judge: Jose A. Gonzalez, Jr.	03/22/10
09-68257-CA-20 Dade County	Indigo Real Estate, LLC v. Michael Gindi , Jeremy Green and Eli Weinstein Attorney: Christopher Maranges/Michael Higer Higer, Lichter & Giver, LLP Judge: Ronald Dresnick	05/24/10
09-7193 FC 12 Dade County	In Re: The Marriage of Israel Isaac Monteagudo v. Mirna Letitia Monteagudo Attorney: Ada G. Llerena, Esq. Ada G. Llerena, P.A. General Magistrate: Yadira Pedraza	06/08/10
F07028171 Dade County	State of Florida v. Mervin Ira Watty Attorney: Breezye Telfair State Attorney - Eleventh Judicial Circuit Judge: Rosa Rodriguez	07/12/10
10-20152-CR-DMM Federal Southern District	United States v. Jose Colon Attorney: Martin Feigenbaum Martin Feigenbaum, P.A. Judge: Middlebrooks	07/21/10
10-20152-CR-DMM Federal Southern District	United States v. Robyn Colon Attorney: Miguel Caridad Federal Public Defender Judge: Middlebrooks	07/21/10
10-20292-CR Middlebrooks Federal Southern District	United States v. Maria Cristina Alvarez Attorney: Louis Casuso Louis Casuso, P.A. Judge: Middlebrooks	08/03/10
08-30730 CA 30 Dade County	Omar Hogben v. Costa Cruise Lines N.V., LLC. Attorney: Janice Burton Sharpstein Jorden Burt, P.A. Judge: Lester Langer	08/13/10

10-20699-CR Graham Federal Southern District	United States v. German Rodriguez and Mauricio Gomez Attorney: Jessica R. Frank, Esq. Fowler White Burnett Judge: Graham	03/07/11
50-2008 DR 007025 NB-FI Palm Beach County	Linda Menegazzi v. Giampietro Menegazzi Attorney: Catherine Rodriguez, Esq. Levey, Filler, Rodriguez, Kelso & DeBianchi, LLP Judge: Amy Smith	07/18/11
08-026434-CA-01 Dade County	Bank United v. Carmen O'Campo Attorney: Serena K. Tibbitt, Esq. Kahane & Associates, P.A. Judge: Gill S. Freeman	11/18/11
10-58483 CA 40 Dade County	Rodion Sokrovichtchouk , et al. v. EVS Investments, Inc. et al. Attorney: Rick Reyes, Esq. Tobin & Reyes Judge: Juan Ramirez	12/06/11
88-1870 GD 02 Dade County	Melissa M. Leon v. Yvette Asous Attorney: Elizabeth DeArmas, Esq. DeArmas, Millich & Rice, PL Judge: Celeste H. Muir	01/18/12
502007CP002812XX XXMB Palm Beach County	Dr. Ross G. Stone v. Alma G. Stone Attorney: Rosemary Cooney, Esq. Sonneborn Rutter Cooney & Smith Judge: Diana Lewis	03/21/12
11-20372 CA 27 Miami-Dade County	Joaquina C. Cabello v. Leonel J. Ferradaz and Ivonne Ferradaz Attorney: Loren S. Granoff, Esq. Loren S. Granoff, P.A. Judge: Victoria Platzer	03/30/12
2010/CLE/gen/00375 Nassau, The Bahamas	Ian Ross v. Frederick Ross, Sr. and Patricia Cash Attorney: Richette Percentie Kingdom Law Advocates Judge: Sir Michael Barnett	10/03/12

09-053757 CACE 14 Broward County	El-Ad Villaggio Condominium Association, Inc., v. Ilan Batikoff Attorney: Joseph A. Miles Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A. Judge: Marc H. Gold	11/20/12
11-20773-CR-Seitz Broward County	United States of America v. Osman Payan Attorney: David J. Joffe Joffe & Joffe, P.A. Judge: Jose A. Gonzalez Jr.	01/10/13
2011-37387CA-01 Dade County	Bank United v. Eduardo Garcia Attorney: Cesar R. Sordo Judge: Diane Ward	01/30/13
11-20578-CR-Williams Dade County	United States of America v. Henry Fecker Attorney: Valentine Rodriguez Valentine Rodriguez, P.A. Judge: Kathleen M. Williams	02/13/13
09-5348CA-04 Dade County	CMGINTDG, INC, d/b/a CMG International Design Group, Carlos Gutierrez, and Milda Gutierrez, v. Tatiana Rybak; Arguelles , M.D., P.C.; Florida Storm Properties, LLC, Rybak's Cafe, LLC; Vincent Medical Services, P.C.; and Anti-aging, Aesthetic and Laser Center, Inc. Attorney: Marin Shabsels Rosenthal Rosenthal Rasco & Kaplan, LLC Judge: Beth Bloom	04/11/13
12-60088 CA JWZ Broward County	United States v. Quelyory A. Rigal Attorney: Raul C. Recoba Raul C. Recoba PA Judge: Zloch	04/23/13
09-053757 CACE 14 Broward County	El-Ad Villaggio Condominium Association, Inc. v. Ilan Batikoff Attorney: Joseph A. Miles Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A. Judge: Carlos A. Rodriguez	07/16/13
13-60669-CV-CHON/SELTZER Broward County	Terrell Owens v. Pro Sports Financial, Inc. Attorney: Michael W. Simon Simon & Sigolas LLP Judge: James I. Cohn	07/19/13

10-23244-CIV- UNGARO	Mercantil Commerce Bank, N.A. v. Roger Chavez Attorney: Philip A. Allen Garbett, Stiphany, Allen & Roza P.A. Judge: Edwin G. Torres	07/23/13
2012-2219CA	The Blue Parrot Bar v. The Four Ambassadors Associatoion, Inc. Attorney: Antonio C. Castro Infante, Zumpano Judge: Victoria Siegler	09/19/13
12-20044388	Bank of America v. World Leasing Corp., Jofran Management Corporation, Jofran Motor Credit Corporation, Jose N. Caballero, Jose L. Caballero and Francis Moreno Attorney: David Haft Liebler, Gonzalez & Portuondo, PA Arbitrator: Scott Silverman	10/07/13
502009CA17057XXX XMB Palm Beach County	Wells Fargo Bank v. John Korman Attorney: Nicole P. Planell & Frank G. Cosmen Jr. Quintairos, Prieto, Wood & Boyer PA Judge: Lucy Brown	01/31/14
14-00058-CA01 Dade County	Dismex Food Inc. v. Gilberto Diaz Attorney: Rudy Gomez Allen Norton & Blue Judge: Daryl E. Trawick's	02/05/14
13-17385 CA (08) Dade County	Juan Ordonez v. Terry Byrnes & Luly Byrnes Attorney: Jessica Schiffrin The Schiffrin Law Firm, PLLC Judge: Elizabeth M. Schwabedissen	02/20/14
10-006496 CF 10A Broward County	State of Florida v. RANDY W. TUNDIDOR Attorney: Richard L. Rosenbaum Law Offices of richard L. Rosenbaum Judge: Cynthia Imperato	07/28/14

Depositions:

Court Case No.	Case Title	Date
F-0126454	State of Florida v. Bryant Williams Attorney: Charlie Johnson Office of The State Attorney	01/26/07

06-27860 CA 22	DT Oil Station, Inc., a FL Corp. v. Tomas Pequeno Attorney: Tanesha Walls-Blye Stephens, Lynn, Klein, Lacava, Hoffman & Puya, P.A.	10/25/07
2007 CA 7009 AB	Martha G. Pearson v. Roy Hart, D.D.S., and Roy Hart, D.D.S., P.A. Attorney: Edward R. Blumber Deutsch & Blumberg, P.A.	11/07/07
99-30171 CA 40	One World, Inc. v. Eddy Deeb, Robert Deeb & Robico, Inc. and Antoine Saati, Georges Saati and Gina Saati Attorney: Lauren Yelen Broad & Cassel, P.A.	01/28/08
06-11611 CA 09	Irma Ramirez v. Arlyn de La Riva Attorney: Manuel L. Crespo, Jr. Manuel L. Crespo, Jr., P.A.	03/24/08
00-995 COSO 60	Diego Martinena v. Car Choice Attorney: Julio C. Jaramillo Julio C. Jaramillo, P.A.	05/14/08
06-641073-CIV Seitz/McAliley	Massachusetts Mutual Life Insurance Co. v. Murray Levrant, Seth Levrant, Svetlana Levrant a/k/a Lana Levrant Attorney: Debra G. Speyer Law Offices of Debra G. Speyer, P.A.	06/09/08
03-CA-000312	Gulf Coast Orthopedic Center - Alfred O. Bonati, M.D., P.A. v. Anthony R. Mork, M.D. Attorney: Dennis Larry Clark, Partington Hart, Larry, Bond & Stackhouse, P.A.	06/18/08
06-05045 CA 32	Elipidio Santiago v. Peggy Tuten, and Gabriel Paleaz Attorney: John Kevin Griffin John Kevin Griffin, P.A.	06/19/08
01-010661 (08)	First Union National Bank v. Indian River Enterprises Attorney: Mitchell A. Chester Law Offices of Mitchell A. Chester, P.A.	06/23/08
50 2004 CA 003372 XXXX MB DIV. AO	Harriet Whitehead v. Peter W. Mettler and Stephen A. Jernigan Attorney: Alan C Gold Alan C Gold, P.A.	07/30/08

08-013091(13)	Ronda Fryberg and Robert Fryberg, as Co-Personal Representatives of the Estate of Brandon Fryberg, deceased minor , v. Cesar L. Benarroche, M.D.; Cesar L. Benarroche, M.D., P.A.; Bonnie J. Parker, PSY.D., and Child and Family Psychologists, P.A. Attorney: Gary M. Cohen Grossman & Roth, P.A.	09/09/08
50 2005 CA 002654 "AO"	A to Z Traders, Inc. and Arnaldo Barros v. Rio Minero Gem, Inc., and Luis Cubillos Attorney: Ronald E. D'Anna McClosky, D'Anna & Dieterle, LLP.	12/08/08
50 2004 CA 010818 XXXX AF	Nicholas J. Wilder, as P.R. of the Estate of Joseph R. Wilder v. Madeline Stern Wilder Attorney: William J. Berger Buckingham, Doolittle & Burroughs, LLP.	12/09/08
07-26295 CA CE14	Ford Motor Credit Company, LLC. v. Accelerated Response Time, Inc., and Pamela L. Givans Attorney: Catherine Riggins Catherine Riggins, P.A.	01/30/09
06-16888 CA 30	Delphis Sharpe as Personal Representative of The Estate of Lloyd Sharpe, deceased v. Seth A. Spector, M.D., et al. Attorney: Virginia Forbes Virginia Forbes, P.A.	03/12/09
50-2008-CA-00546 6XXXMB AA	The Wackenhut Corp. v. William B. Schira, Philip G. Huber and United Global Security Group, LLC. Attorney: Christopher Duke Schwarzberg, Spector, Duke & Rogers, P.A.	04/22/09
08-22599 CIV-King/Bandastra	Augusto Gallardo Abellan and Aujul, Ltd. V. Wachovia Bank Attorney: Ricardo Puente Concepcion Sexton & Martinez, P.A.	07/01/09
08-3635 CP 05	The Estate of Julio Pradas Attorney: Ramon Sarmiento Richard Baron & Associates	09/15/09
99-03354 CA 27	Banco Latino, S.A.C.A v. Explotaciones Mineras de Venezuela, C.A., et al. Attorney: Bryan West Tew Cardenas, LLP.	11/17/09
08-28846 CA 10	Wells Fargo Bank, et al. v. John Cirigliano Attorney: Arturo Alfonso Law Office of Arturo R. Alfonso, P.A.	11/23/09

08-16951 CC 23 2	Quality Medical Group, Inc. a/a/o Tobias Moss v. United Automobile Insurance Company Attorney: Melanie L. Smith Office of General Counsel	02/10/10
8:-09-cv-00811T 33TBM	Joseph Trussell v. Quest Diagnostic, Inc. Attorney: Kevin E. Vance Epstein Becker & Green, P.C.	03/03/10
1999534	Lance Risi v. Hot Scooter Rentals, LLC. Attorney: Lawrence B. Craig III Valle, Craig & Vazquez, P.A.	03/18/10
09-28912 CA 15	Lilian Garcia and Jose Javier Sarduy v. Masons Funeral Home, Inc., and Florida Funeral Home & Crematory, Inc. Attorney: Julio C. Jaramillo, Esq. Julio C. Jaramillo, P.A.	04/26/10
3:09-cv 94/MCR/MD	Sean S. Ferrara and Karen Ferrara v. United States Flag and Touch Football League Attorney: Millard L. Fretland, Esq. Conroy, Simberg, Ganon, Krevans, Abel, Lurvey, Morrow & Schefer, P.A.	06/04/10
08-30730 CA 30	Omar Hogben v. CARNIVAL CORP. d/b/a CARNIVAL CRUISE LINES & COSTA CRUISE LINES, LLC. Attorney: Janice Burton Sharpstein Jorden Burt, P.A.	06/15/10
F07-021143	The State of Florida v. Phillip Gregory Harper Attorney: Charlie Johnson, Esq. State Prosecutor	08/05/10
SC10-712 and 2010-50,567(17H)	The Florida Bar v. Sam Thankachen Attorney: Fred Haddad, Esq. Law Offices of Fred Haddad, P.A.	09/24/10
502009CP000832X XXXNB	Mark Farber v. Glenn Schanel and Schanel & Associates, P.A. Attorney: Nola Richardson, Esq. Richardson & Tynan	02/04/11
10-007689	Yvonne E. Eckert v. Dr. Edward Eckert Attorney: Beverly L. Vesel, Esq. The Law Office of Beverly L. Vesel	05/26/11

10-23244-CIV UNGARO	Roger Chavez v. Mercantil Commercebank, N.A. Attorney: Joseph D. Perkins, Esq. Garbett, Stiphany, Allen & Roza, P.A.	06/14/11
F05-8533	State of Florida v. Jane Doe, a/k/a Geralyn Graham Attorney: Sally Weintraub, Esq. State Attorneys Office - 11 th Judicial Court	09/15/11
88-1870 GD 02	Melissa M. Leon v. Yvette Asous Attorney: Elizabeth M. DeArmas, Esq. DeArmas, Millich & Roce, P.A.	09/28/11
10-24464 CA 21	Margarita Perez-Borroto and Wilfredo Borroto v. Palm Springs General Hospital, Inc. et al. Attorney: James D. Robinson, Esq. Robinson Pecaro & Mier, P.A.	11/14/11
10-002046 (42/98)	Tania Zogby v. Robert Zogby Attorney: Renee S. Harris, Esq. Schuttler & Greenberg, LLC	06/13/12
09-CA 11229	Coast to Coast Equity Group, Inc. v. Valley Forge Composite Technologies, Inc., a Florida corporation, and Lou Brothers Attorney: Mark C. Perry Law Offices of Mark C. Perry	09/05/12
10-58483 CA 40	Rodion Sokrovicht Chouk and Aidar Saifoutdinov v. EVS Investments, Inc., G.B.A. Investments, Inc., Ellenton Video, Inc., BJ Retail Corp., Augusta Video, Inc., Express ATM, Inc., Speedway Video, Inc., 75 Retail Enterprises, Inc., 40 Retail Corporation, Century Drive Retail Corp., Sterlington Retail Corporation, Texarkana Retail Corporation, TGR Investments, LLC, Soulgi Investments, L.L.C., Diamondback Entertainment, Inc., Consolidated Investment Corporation, Evgueni Souliaguine, Tatiana Sulyagina. Attorney: Rick Reyes Tobin & Reyes	01/24/13
09-53480 CA 04	CMGINTDG, INC, d/b/a CMG International Design Group, Carlos Gutierrez, and Milda Gutierrez, v Tatiana Rybak; Arguelles, M.D., P.C.; Florida Storm Properties, LLC, Rybak's Café, LLC; Vincent Medical Services, P.C.; and Anti-Aging, Aesthetic and Laser Center, Inc. Attorney: Marin Shabsels Rosenthal Rosenthal Rasco & Kaplan, LLC	03/14/13

12-10447 CA (23)	Namie Wilson et al. v. Darrell Wilson et, al. Attorney: Vernita C. Williams Vernita Claudette Williams	04/11/13
11-CF-70-M	State of Florida v. Daniel Michie Attorney: Franklin D. Greenman Greenman & Manz, P.A.	05/30/13
2010-58310-CA-01	Wells Fargo Bank, NA As Successor by Merger To Wachovia Bank, N.A., v. Willie E. Turpin; Sandra Mayes ; As the Unknown Spouse of Sandra Mayes, If any; Capital One Bank (USA) N.A. F/K/A Capital One Bank; All Unknown Heirs, Beneficiaries, Leatees Devisees, Personal Representatives, Creditors and any other person claiming by, through, under or against Willie E. Turpin Attorney: Janet C. Tacoronte JC Law, PC	03/17/14

Sworn Statements:

Court Case No.	Case Title	Date
SP11-11088	George Christian Williamson v. Candace L. Black and Sascha A. Young, as personal representative for the Estate of George A. Williamson Attorney: George J. Lott Lott & Levine, P.A.	04/19/13

ARTICLE VIII
MISCELLANEOUS

A Governing Law This power of attorney shall be governed by and construed according to the laws of the State of Florida

B Headings The headings in this power of attorney are inserted for convenience only and are not a part of this instrument.

C Revocation This power of attorney hereby revokes any and all prior durable powers of attorney

Seymour Baum
SEYMOUR BAUM

Kevin P. Markey
Signature of Witness
Kevin P. Markey
Printed Name of Witness

Julia A. Lay-Markey
Signature of Witness
Julia A. Lay-Markey
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BREVARD

Subscribed and sworn to before me by SEYMOUR BAUM and the witnesses on March 10, 2011, all of whom personally appeared before me SEYMOUR BAUM ☒ is personally known to me or Kevin P. Markey has produced Kevin P. Markey as identification Kevin P. Markey a witness Julia A. Lay-Markey is personally known to me or Julia A. Lay-Markey has produced Julia A. Lay-Markey as identification Julia A. Lay-Markey a witness ☒ is personally known to me or Julia A. Lay-Markey has produced Julia A. Lay-Markey as identification

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer L. Johnston
Commission #00950743
Expires 04/10/2014
BINDER TRAIL ATLANTIC BONDING CO., INC.

Jennifer L. Johnston
Notary Public State of Florida at Large
Printed Name
Commission No
Commission expires

EXHIBIT
D

11/11

ARTICLE IX
DEFINITIONS

9.1 Definitions.

- (a) References in this Will to "descendant" or "descendants" shall mean child, children, and issue, whether born or adopted before or after execution of this Will, provided that any adoptee is under the age of eighteen (18) years at the time of adoption.
- (b) The singular shall be deemed to include the plural, the masculine the feminine, and vice versa.
- (c) Headings and captions are for reference only.
- (d) "Issue" means descendants in the first, second, or any degree of the ancestor designated.

IN WITNESS WHEREOF, I sign this instrument as my Last Will and Testament, said Will consisting of twelve (12) pages, including the Self-Proving Affidavit, and for purposes of identification, I have initialed my name at the bottom of each page, in the presence of the persons witnessing it on MARCH 22, 2011, at COCOA BEACH, Florida.


SEYMOUR BAUM

This instrument, consisting of twelve (12) pages, including the Self-Proving Affidavit, was signed by SEYMOUR BAUM, the Testator, as and for his Last Will and Testament, in our presence, and we, in his presence and in the presence of each other, believing him to be of sound mind and memory and not acting under constraint of any kind, have hereunto subscribed our names as witnesses on MARCH 22, 2011, at COCOA BEACH, Florida.


Signature of Witness
JULIA A. LOY-MARKEY
Printed Name of Witness
Address of Witness:


Signature of Witness
JENNIFER C. JOHNSTON
Printed Name of Witness
Address of Witness:

STATE OF FLORIDA
COUNTY OF BREVARD }

I, SEYMOUR BAUM, the Testator, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Will.

Seymour Baum
SEYMOUR BAUM

We, JULIA A. LOY-MARKEY and JENNIFER C. JOHNSON the witnesses, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's Will and signed it in our presence, and that we each signed the instrument as a witness in the presence of the Testator, and of each other.

Julia A. Loy-Markey
Signature of Witness

Jennifer C. Johnson
Signature of Witness

Acknowledged and subscribed before me by SEYMOUR BAUM, the Testator, X who is personally known to me or who has produced as identification, and sworn to and subscribed before me by JULIA A. LOY-MARKEY, a witness, X who is personally known to me or who has produced as identification, and by JENNIFER C. JOHNSON, a witness, X who is personally known to me or who has produced as identification, and subscribed by me in the presence of the Testator and the subscribing witnesses, all on MARCH 22, 2011.

[Signature]
Notary Public, State of Florida at Large
Printed Name:
Commission No:
Commission Expires:

EXHIBIT

C

-Page 12-

*Why was
this page
NOT filed
in court?*

*Signature not
filed same*

Filing 2621229

IN RE: Estate of Not Available

05-2012-CP-048323-XXXX-XX

5908
Q2-2

WITNESS

BY: Dale Davis

PRINT NAME: Dale Davis

DATE: 06/30/05

Mr. Baum will allow a new company to dig soil and rock on 40 acres out of the 150 acres that is permitted. Also the new company can start digging on the 35 acres starting August 1st 2005. Brevard Land Material will pay \$60,000.00 ^{per acre} for additional 35 acres, on ~~an~~ ^{at} \$200,000.00 weekly schedule. And later price will be open for negotiation. The additional acreage in the amount of forty acres will be negotiated with Brevard Land Materials only. Road to be maintained by both parties.

Borch - David

[Signature]
By: Seymour Baum

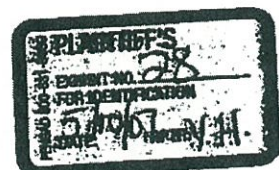
6/30/05
Date

Brevard Land Materials, Inc.

[Signature]
By: Deraven Davis Jr

6/30/05
Date

PS: Contract will be typed by Attorney



Tuesday, Jun 26 2007

20,000.00
502300
01/12/2007
01

061000146

01/12/2007

6612776222

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

(0531008503 01/11/2007
000002100034715)

CHECK NO. 110107

SHEPARD LAND MATERIAL, INC.
1900 UNIVERSITY AVE. S.W.
FARMERSVILLE, MO. 65244

\$20,000.00

PAID TO THE ORDER OF

THE BANK OF AMERICA

#004984# #061114917# #0012737# #0002000000#

Tuesday, Jun 26 2007

20,000.00
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Tuesday, Jun 26 2007

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100.000/ COMPUTER SERVICES INC.

Document Image

Tuesday, Jun 26 2007

Routing & Transit	08311491
Check Number	4995
Account Number	10012737
Trancode	63

Amount	20,000.00
Sequence Number	302800
Capture Date	02/08/2007
Pocket Number	01

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use the original check.

10531008503 02/08/2007
000002000027952

STANDARD LAND MATERIAL, INC.
1400 PORTLAND AND HWY 7
TAMPA, FL 33606

4085

Pay to the order of Summa Bank \$ 20,000.00 20,000 & 00/100

Twenty thousand & 00/100

FOR DEPOSIT ONLY
MICROFILM COPY

David Davis

0004995* 60631149176 10011737* 0002000000*

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/100.000/ COMPUTER SERVICES INC.

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Tuesday, Jun 26 2007 .

Routing & Transit
Check Number
Account Number
Trancode

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Amount
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the same way you would
use the original check.

10531006503 02/16/2007
000002000095870

BREYARD LAND MATERIAL, INC.
Land Preparation and Soil
Fertilization, Inc.

4887

1004997* 063114917* 10012737* 0002000000*

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100.000/ COMPUTER SERVICES INC.

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Tuesday, Jun 26 2007

Routing & Transit
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Capture Date
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Do not endorse or write below this line.

061000146
03/09/2007
6332150750

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your check. You can use it
the same way you would
use the original check.

03/09/2007
202670
03062007
0635-0015

BREVARD LAND MATERIAL, INC.
540 PRINCE ST. SE
FORT LAUDERDALE, FL 33301

Summit Baum

Twenty Thousand & no/100

Diana Davis

005009 4063114917 10012737 *0002000000*

Tuesday, Jun 26 2007

20,000.00
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your check. You can use it
the same way you would
use the original check.

2002/51/E0 105F001E50J

20705E000200000

BREYARD LAND MATERIAL, INC.
140 FARMERS AVE SW
PO BOX 14 DALLAS TX 75201

DATE 5/14/07

SUMMIT ROOM

Ten Thousand & No/100

\$ 20,000.00

DOLLARS & CENTS

Paid To The Order Of

PER [Signature]

*005011# *06114917# 10012737# *000200000#

#005011# 4:063114917# 10012737# #000200000#

5908
K11

Tuesday, Jun 26 2007

20,000.00
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your check. You can use it
the same way you would
use the original check.

0053006501 03/22/2007
000002000439610

WINEYARD LAND MATERIAL, INC.
FARM ROAD ONE BOX 7
STANFORD, CT 06830

6013

DATE 3/16/07

TO THE ORDER OF

Pay to the order of

Twenty thousand and 00/100

\$ 20,000.00

2000000000

005013# 40631149170 10012737# 0002000000#

Tuesday, Jun 26 2007

20,000.00
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your check. You can use it
the same way you would
use the original check.

L008/42/EC C05&D0TE50J

00002100601157

CHECKS AND DEPOSIT SLIPS
DUNBAR LAND MATERIAL INC.

To The Order Of _____ \$100,000.00

PAY TO THE ORDER OF _____

\$100,000.00 DOLLARS & NO CENTS

MARCO DESI

FEDERAL RESERVE NOTE

NOV 15 2006

100 12737#

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Check Number
Account Number
Trancode

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04/18/2007
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ENT-1314-JRL-345 PK-25

61097

Do not endorse or write below this line.

*0610001416
04/16/2007
6533676836

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your check. You can use it
the same way you would
use the original check.

2002/ET/00 105900016501

5018

BREYARD LAND MATERIAL, INC.
THE FARMERS GROUP INC. DIV.
FARMERS GROUP INC.

Pay to the order of *David D. Davis* \$20,000.00
Twenty Thousand and 00/100 DOLLARS & 00/100

David D. Davis

0005018# 006311491# 10012737# 0002000000#

Tuesday, Jun 26 2007

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your check. You can use it
the same way you would
use the original check.

0531006503 04/20/2007
000002000730347

HERVARD LAND MATERIAL, INC.
1000 FORTSMITH AVE SW
FORT WORTH, TX 76104

DATE 4/16/07

Pay to the order of Deborah Brown

Twenty Thousand & No/100 \$ 20,000.00

DOLLARS & CENTS

Handwritten Signature

#005023# #063114917# #0012737# #0002000000#

5908
K16

Tuesday, Jun 26 2007

20,000.00
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04/30/2007
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04/30/2007
6518778099

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your check. You can use it
the same way you would
use the original check.

0000002100778797 04/27/2007

STEWART LAND MATERIAL, INC.
1200 PLEASANT AVE SW
DALLAS, TX 75201

5025

\$24,870.00

DOLLARS & CENTS

VOID

4:0631149170

#0002000000#

5908
K17

Tuesday, Jun 26 2007

20,000.00
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08/08/2007
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06/06/2007
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your check. You can use it
the same way you would
use the original check.

0531006503 06/07/2007
000002000360427

CREVARD LAND MATERIAL, INC.
2440 PONDVIEW AVE. S.W.
TACOMA, WA 98409

5040

DATE 6/6/07

TO THE ORDER OF

\$ 20,000.00

Twenty Thousand & 00/100 Dollars

DOLLARS & 00/100

FOR DEPOSIT ONLY

063000146 060631449174 100127370 0002000000

063000146 060631449174 100127370 0002000000

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/00.000/ COMPUTER SERVICES INC.

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Tuesday, Jun 26 2007

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your check. You can use it
the same way you would
use the original check.

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005041P 0063149676 10012737 0002000000

0002000000

Questioned Signature(s)

Q1
POA
03/10/11

Seymour Baum
SEYMOUR BAUM

Q2-2
Will
03/22/11

Baum
SEYMOUR BAUM

Q2-1
Will
03/22/11

Baum
SEYMOUR BAUM

Specimen Signature(s) - Seymour Baum

K1
Witness
06/30/05

Baum

K13
Endorsement
03/30/07

Baum

K2
Endorsement
01/12/07

Baum

K14
Endorsement
04/16/07

Baum

K3
Endorsement
01/19/07

Baum

K15
Endorsement
04/16/07

Baum

K4
Endorsement
01/28/07

Baum

K16
Endorsement
04/23/07

Baum

K5
Endorsement
02/02/07

Baum

K17
Endorsement
04/30/07

Baum

K6
Endorsement
02/08/07

Baum

K18
Endorsement
05/04/07

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K7
Endorsement
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Baum

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Endorsement
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Endorsement
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Endorsement
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Baum

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Endorsement
06/08/07

Baum

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Endorsement
03/23/07

Baum

K24
Endorsement
06/15/07

Baum

EXHIBIT D

1/2

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

CHABAD OF THE SPACE COAST, INC.
a non-profit Corporation,

CASE NO: 05-2012-CA-047332

Plaintiff,

v.

DAVID BAUM,

Defendant.

FILED IN VIERA-80
CLERK OF CIR. CT.
BREVARD CO. FL.

2012 JUN -5 A 10:42

MITCH NEEDELMAN

MOTION FOR EMERGENCY HEARING

Plaintiff, **CHABAD OF THE SPACE COAST, INC.**, a non-profit Corporation, though its attorney, files this Motion requesting the Court grant an emergency temporary Hearing dealing with one issue, i.e. access to a hospital patient, and as grounds says:

(1) The request by the Plaintiff in its Complaint for Injunctive and Declaratory Relief for a temporary Hearing has been set for August 23, 2012.

(2) Plaintiff, through its religious leader, Rabbi Zvi Konikov, is asking for access to one of its members who is presently in hospital care. The member, Seymour Baum, is eighty-eight (88) years old. Upon information and belief, Seymour Baum is quite ill and has been in hospital and rehabilitation care since October 2011. The emergency in this particular cause is that Seymour Baum's life span may be short and he may not survive until the August 23, 2012 hearing date.

(3) The Plaintiff, by and through its Rabbi, has provided religious and personal comfort to the member for over twenty (20) years and desires to continue to do so. Upon information and belief, Seymour Baum has personally requested these services



be provided by the Plaintiff. The Defendant, **DAVID BAUM**, has prohibited and continues to prohibit such access.

(4) The issue of access can be limited by this Court. If this Court grants access by the Plaintiff to Seymour Baum it can do so with or without limitation or boundaries. Neither party to this cause will be prejudiced by this Motion and the rights of Seymour Baum will not be prejudiced, they would in fact be properly protected by the actions of this Court. The risk of not having this Motion heard on an Emergency basis is that Seymour Baum could expire without the requested and necessary religious counseling. The damage caused by this possibility cannot be corrected by this Court at a later Hearing. The procedure should take a relatively short period of Court time. The movant anticipates one (1) hour for the Hearing. The Defendant can easily be provided notice of the Hearing.

WHEREFORE, Plaintiff requests this Court for an Order granting emergency access to Seymour Baum or in the alternative an Order determining that the Defendant, **DAVID BAUM**, does not have the authority to unreasonably deny access to Seymour Baum along with any and all further relief or restrictions that this Court deems just.

I HEREBY CERTIFY that a copy will be furnished via Process Service to: David Baum, 6101 Meghan Drive, Melbourne, FL 32940, this 4 day of JUNE, 2012.



STANLEY WOLFMAN, ESQUIRE
Wolfman & Wolfman P.A.
1300 Bedford Drive, Suite 103
Melbourne, FL 32940
(321) 259-4293
FL Bar No: 089321
Attorney for Plaintiff

EXHIBIT E

AFFIDAVIT OF RONALD KOSTIN

1. I, Ronald Kostin, am a Certified Process Server for Global Process Service, which is located at 5831 NW Drill Court, Port St. Lucie, Florida.

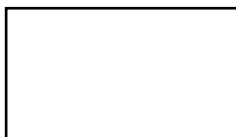
2. I was hired by Attorney Ken Manney to serve David A. Baum with a Summons and Amended Petition for Case No. 05-2012-CP-048343, and a Summons and Amended Complaint for Case No. 05-2013-CP-028863, which I did attempt on fourteen (14) different occasions between September 7, 2013 and November 15, 2013. (See Verified Return of Non-Service for Case No. 05-2012-CP-048343, and Verified Return of Non-Service for Case No. 05-2013-CP-028863 attached hereto as Composite Exhibit "A").

3. On October 18, 2013, two days after my eleventh attempt to serve David A. Baum, I received a phone call at 11:30 A.M. from a lawyer who did not give me his name but whose phone number was (954) 415-4919. I have subsequently googled the phone number and determined that it is registered to an attorney named Richard Bennett (see attached Exhibit B, Google Search Result showing phone number is for Richard Bennett). For purposes of this affidavit I will refer to the attorney calling from that phone number as Attorney Bennett since the person on the end of the phone identified himself as an Attorney and the number is registered to Attorney Richard Bennett.

4. Mr. Bennett asked me if I could serve a court document on a woman at the Melbourne Theatre. He told me that I would have to stay at the theatre between the hours of 1PM – 5PM in order to catch her.

5. I was also informed that a man named David Baum would be meeting up with me to give me the court document that I needed to serve, and a check for my services.

6. I let Attorney Bennett know that I could meet David Baum at the Hess Gas Station on N. Wickham Road and Route 95 in order to pick up the court document, and the check



for my services. Attorney Bennett then asked me for the make and model of my vehicle so that David Baum would be able to recognize me

7. After providing Attorney Bennett with the make and model of my car, he stated that he would call me back in ten minutes to confirm the time and place for the pick-up from David Baum.

8. Attorney Bennett called me back and thanked me for my time but stated that he could not use me as a process server because it would be a conflict with another case.

9. Based on my phone conversation with Attorney Bennett, and the fact I was the process server who had previously attempted to serve David Baum with process for Case No. 05-2012-CP-048343 for Case No. 05-2013-CP-028863 on eleven (11) different occasions, I believe that it is obvious that Attorney Bennett was not trying to retain my services for process on another matter but was using the purported matter as a decoy to obtain my identity, and the make and model of my car, in order to allow David Baum to continue to actively avoiding my service of process on him.

10. Based on my phone conversation with Attorney Bennett, and the fourteen (14) attempts that I made to serve David A. Baum, I also believe that David A. Baum was actively avoiding service of process for Case No. 05-2012-CP-048343 and for Case No. 05-2013-CP-028863.

Dated: April 22, 2014



RONALD KOSTIN, AFFIANT

STATE OF FLORIDA

COUNTY OF BREVARD

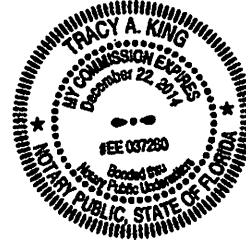
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)
)

SWORN TO AND SUBSCRIBED before me, this 23rd day of April, 2014, by Affiant,
Ronald Kostin, who is personally known to me or who has produced a Florida driver's license as
identification.

Ronald P. Kostin
4/23/14

Tracy A. King
NOTARY PUBLIC

[Print, type or stamp commissioned name of notary
or deputy clerk.]



VERIFIED RETURN OF NON-SERVICE

State of Florida

County of Brevard

Circuit Court

Case Number 05-2012-CP-048323



Plaintiff
ANNEEN NINA GLORIA BAUM,

vs

Defendant
DAVID A. BAUM, AS THE PERSONAL REPRESENTATIVE OF THE
ESTATE OF SEYMOUR BAUM, DECEASED AND AS AN INDIVIDUAL,
ET AL

For
Kenneth J. Manney, Esq.
P.O. Box 644324
Vero Beach, FL 32964-4324

Received by GLOBAL PROCESS SERVING INC. on the 28th day of August, 2013 at 12:21 pm to be served on
DAVID A. BAUM,, 6101 MEGHAN DRIVE, MELBOURNE, FL 32940

I, Ronald Kostin, do hereby affirm that on the 13th day of November, 2013 at 8:53 pm, I:

NON-SERVED the SUMMONS/FORMAL NOTICE AMENDED PETITION/FORMAL NOTICE OF CIVIL
ACTION/AMENDED PETITION/EXHIBIT'S "A B C D E F" for the reason that I failed to find DAVID A. BAUM, or
any information to allow further search. Read the comments below for further details

Additional Information pertaining to this Service:

Attempted Service 6101 Meghan Dr., Melbourne FL 32940, several attempts were made, could not make contact
with anyone at residence. Attempts made 1st 9/7 @ 7:06 am no one home. 2nd 9/9 @ 7:38 am left card, no one
home. 3rd 9/10 @ 6:58 pm card on door. 4th 9/12 @ 1:46 pm card on door. 5th 9/16 @ 10:02 am card on door. 6th 9/24
@ 11:13 am card removed. 7th 10/7 @ 8:03 am no contact made. 8th 10/8 @ 9:13 pm no contact made. 9th 10/9 @
7:55 am no contact made. 10th 10/12 @ 8:48 pm no contact. 11th 10/16 @ 6:45 am no contact. 12th 10/25 @ 8:53 pm
no contact. 13th 11/2 @ 1:06 pm no contact. 14th 11/9 @ 7:08 am no contact. 15th 11/13 @ 6:53 pm no contact.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in
good standing, in the judicial circuit in which the process was served

Ronald Kostin
CPS 316

GLOBAL PROCESS SERVING, INC.
5831 Nw Drift Ct
Port St Lucie, FL 34988
(772) 224-6318

Our Job Serial Number 2AR-2013000899

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Composite Exhibit
A

VERIFIED RETURN OF NON-SERVICE

State of Florida

County of Brevard

Circuit Court

Case Number: 05-2013-CP-028883



Plaiff:
ANNEEN NINA GLORIA BAUM,

vs.

Defendant:
DAVID A. BAUM, AS THE PERSONAL REPRESENTATIVE OF THE
ESTATE OF SEYMOUR BAUM, DECEASED AND AS AN INDIVIDUAL,
ET AL

For:
Kenneth J. Marney, Esq
P.O. Box 644324
Vero Beach, FL 32964-4324

Received by GLOBAL PROCESS SERVING, INC. on the 28th day of August, 2013 at 1:08 pm to be served on
DAVID A. BAUM, AS A INDIVIDUAL, 6101 MEGHAN DRIVE, MELBOURNE, FL 32940

I, Ronald Kestin, do hereby affirm that on the 13th day of November, 2013 at 6:53 pm, I:

NON-SERVED the **SUMMONS/NOTICE OF LIS PENDENS/AMENDED COMPLAINT/EXHIBIT'S "A B C D E F"**
for the reason that I failed to find **DAVID A. BAUM, AS A INDIVIDUAL** or any information to allow further search.
Read the comments below for further details.

Additional information pertaining to this Service:

Attempted Service Attempted Service 6101 Meghan Dr., Melbourne FL 32940, several attempts were made, could not make contact with anyone at residence. Attempts made 1st 8/7 @ 7:06 am no one home, 2nd 8/9 @ 7:38am left card, no one home, 3rd 8/10 @ 8:58pm card on door, 4th 8/12 @ 1:46pm card on door, 5th 8/16 @ 10:02am card on door, 6th 8/24 @ 11:13am card removed, 7th 10/7 @ 6:03am no contact made, 8th 10/8 @ 8:13pm no contact made, 9th 10/9 @ 7:55 am no contact made, 10th 10/12 @ 8: 48pm no contact, 11th 10/16 @ 8:45am no contact, 12th 10/25 @ 9:53pm no contact, 13th 11/2 @ 1:06pm no contact, 14th 11/9 @ 7:06am no contact, 15th 11/13 @ 6:53pm no contact.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

Ronald Kestin
C.P.S. 316

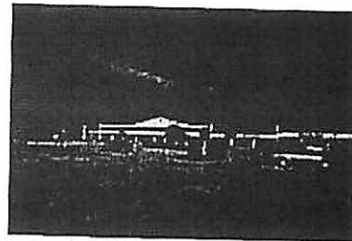
GLOBAL PROCESS SERVING, INC.
5531 NW Drift Ct
Port St Lucie, FL 34986
(772) 224-8018

Our Job Serial Number: EAR-2013000809

FL. ROCKLEDGE- VILLAGE GREEN PLAZA

S. FISKE BLVD. & BARTON BLVD., Rockledge, FL 32955

ROCKLEDGE, FL
NEC S. FISKE BLVD. & BARTON BLVD.
(VACANT WINN DIXIE CENTER)



Owner Parcel 1, Vacant Winn Dixie Shopping Center:

Richard Bennett (Family Attorney) 954-415-4919

Sherry Fuller (Broker)

321-458-1427

David Baum (Owner) 561-416-0214

Owner Parcel 2, Small retail strip backing up to Fiske Blvd:
David C. Ray 321-639-3624 Asking \$695,000

Owner Parcel 3, Fitness center in 5,632 s.f. building on .59 acres of land on Barton.
Asking \$600,000

Land Size: 6.84 acres

Price: Bought it for \$5,500,000 on 6/16/2005; we have signed LOI for Parcel 1 for \$5,000,000. Negotiating purchase agreement.

Walmart Building: 41,000 sq. ft. prototypical Neighborhood Market.

Traffic Count: S. Fiske Blvd.: 26,462 Avg. Daily Volume Barton Blvd.: 18,234 Avg. Daily Volume.

Distance	1 mi.	2 mi.	3 mi.
Population	5,948	23,105	39,744
Households	2,452	9,611	16,710
Avg HH Income (\$)	\$71,610	\$69,085	\$61,481
Median Age	41	41	42

Exhibit B



GATLIN DEVELOPMENT COMPANY

Gatlin Development Company | 888 E. Las Olas Blvd. Suite 600 Ft. Lauderdale, FL 33301
P: 954.302.5900 | F: 954.302.5901 | www.gatlindc.com

EXHIBIT F

IN THE CIRCUIT COURT OF THE
18TH JUDICIAL CIRCUIT, IN AND FOR
BREVARD COUNTY, FLORIDA

CASE NO. 05-2013-CP-028863

ANNEEN NINA GLORIA BAUM,

PLAINTIFF,

VS.

DAVID A. BAUM, individually and as
Personal Representative of the Estate of
Seymour Baum; PINE RIDGE PLAZA,
LLC; VILLAGE GREEN PLAZA, LLC;
SILVER SPRING MANOR, INC.;
SILVER SPRING MANOR, LLC;
BORUCH-DAVID, INC.; BORUCH-
DAVID, LLC; AND DOWNTOWN MINI
STORAGE OF MELBOURNE, LLC,

DEFENDANTS.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE JOHN M. HARRIS
CIRCUIT COURT JUDGE

DATE: NOVEMBER 12, 2013

TIME: COMMENCED AT: 9:23 A.M.
CONCLUDED AT: 9:39 A.M.

PLACE: THE MOORE JUSTICE CENTER
2825 JUDGE FRAN JAMIESON WAY
VIERA, FLORIDA

STENOGRAPHICALLY
REPORTED BY: LISA M. FITZGERALD,
FLORIDA PROFESSIONAL REPORTER
and NOTARY PUBLIC

1 that.

2 I would also respectfully caution the Court in
3 considering any of these issues by this federal
4 judge. It's over a decade ago. And she was
5 embroiled in a child custody -- (indiscernible).
6 It really is quite -- (indiscernible) -- and
7 unrelated to any of this.

8 THE COURT: I'm not holding any of that
9 against Ms. Baum. I'll make my own judgments about
10 her in my case.

11 But let's go ahead and use December the 12th.
12 Go ahead and set it for that date. And then if,
13 for whatever reason, she absolutely cannot be
14 available on that date, then if you can't get with
15 Mr. Hennessey to work out another date, then file
16 then a motion for protective order. But let's go
17 ahead and shoot for December 12th. That's a month
18 away. That should give her plenty of time.

19 So that takes care of the deposition issue.
20 Mr. Hennessey, you'll do an order for me on that?

21 MR. HENNESSEY: I will, Your Honor.

22 THE COURT: Okay. You've got some scheduling
23 matters you wanted to address as well, service
24 matters?

25 MR. HENNESSEY: We have issues relating to

1 service of process. In the will contest case, the
2 charities which have appeared on the phone, Bill
3 Boyes represented Hadassah, The Chabad represented
4 by Mr. Jacoby, have been served. The personal
5 representative hasn't been served with the
6 petition, nor -- either in his individual capacity
7 or as personal representative.

8 In the civil case there are all of the -- my
9 client, as personal representative, appeared
10 voluntarily to have a lis pendens discharge, but
11 all of the entities that are listed there have
12 never been served as parties. And so I'd just like
13 to see if we can get some dates set to have parties
14 served by, so that in the event that she's dropping
15 parties, they're dropped, and we don't have to
16 speculate as to whether folks are in, out, or what
17 have you.

18 And so if you could provide us with --
19 Ms. Baum with two weeks or whatever you think is
20 appropriate to serve, subject to coming back in if
21 she's having difficulties, I think that would be
22 appropriate under the circumstances, Your Honor.

23 THE COURT: Do you need to have all these
24 folks served before the deposition?

25 MR. HENNESSEY: I don't.

1 THE COURT: Mr. Guralnick, can you get
2 everybody served within 45 days?

3 MR. GURALNICK: Yeah. We can do it before the
4 end of the year. Makes sense.

5 THE COURT: If they're not served, they'll be
6 dismissed? What happens if they're not served?

7 MR. GURALNICK: (Indiscernible) -- served
8 within that time period, I'm going to have other
9 motions on the rules. I'll have to file a motion
10 and explain it to you.

11 THE COURT: Right.

12 MR. HENNESSEY: Yeah, the 120-day rule on all
13 of these defendants has long since run at this
14 point. And so we are in a situation, Your Honor,
15 where there is some discretion that you have in
16 whether or not to dismiss.

17 We have a hearing pending before you on the
18 17th of December, and in that hearing -- the
19 afternoon of December 17th has been set aside to
20 address an evidentiary motion on a petition to
21 strike claims as untimely as well as motions to
22 dismiss that have been filed by many of the charity
23 clients as well as my client.

24 And one of the issues in the motion to dismiss
25 is failure to serve, which I guess we'll address.

1 It might be tackled now. But again, just trying to
2 move it along, I went ahead and filed a motion to
3 dismiss saying that he was never served under --
4 under -- as required by the 120-day rule, as well
5 as other defenses in there too.

6 THE COURT: Let me do this: Let me give,
7 instead of 45 days -- that hearing is
8 December 17th?

9 MR. HENNESSEY: It is, Your Honor.

10 THE COURT: What day of the week would that be
11 happening on? Do you have a calendar on you?

12 MR. HENNESSEY: I don't.

13 MR. GURALNICK: It's a Tuesday.

14 THE COURT: It's a Tuesday, the 17th, so the
15 13th would be a Friday, Friday the 13th. There you
16 go. That's your service date, Mr. Guralnick.
17 Let's shoot for Friday the 13th. That gives you
18 just over a month.

19 MR. GURALNICK: Okay.

20 THE COURT: And then if not, we can address it
21 on the 17th. Fair enough?

22 MR. GURALNICK: Fair enough.

23 MR. HENNESSEY: And the last issue we have
24 this morning before Your Honor is a motion to
25 compel production. We had filed a request for

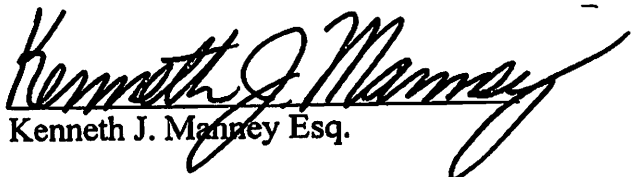
EXHIBIT G

AFFIDAVIT OF KENNETH J. MANNEY, ESQ.

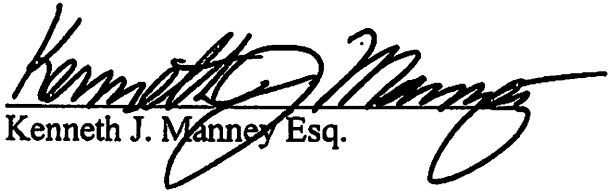
I, KENNETH J. MANNEY, ESQ., affirm under penalty of perjury the following:

1. My name is Kenneth J. Manney, I am an attorney duly licensed in the State of Florida and am competent to make this affidavit.
2. I was retained by Ms. Anneen Nina Gloria Baum on or about 17 May 2013.
3. I filed the original Petition and Complaint in June, which was then amended on her behalf in August of 2013.
4. I prepared the relevant Summons and Formal Notices to be served on all interested parties for both actions and commissioned Global Process Serving, Inc. to perfect said service.
5. Global Process Serving, Inc. notified me on several occasions that they were having difficulty in serving David Baum, notwithstanding the fact that their agent had attempted on several occasions to serve David Baum at his personal residence at 6101 Meghan Dr., Melbourne, Florida 32940.
6. I notified opposing counsel, William T. Hennessey, III, on several occasions of the problems that I was having in perfecting service on David Baum and inquired whether he would accept service on behalf of his client.
7. Opposing counsel refused on multiple occasions to accept service on behalf of his client David Baum.
8. I was advised by Global Process Serving, Inc. that David Baum was actively avoiding service and was in fact going to extreme measures to obstruct service.
9. I was further advised that David Baum was utilizing his attorney/friend Richard Bennett, Esq. to assist him in avoiding service as is stated in the letter of Ronald Kostin attached hereto as Exhibit "A".
10. That during the later part October, 2013, irreconcilable differences between Petitioner and my office developed causing the relationship to deteriorate to the point that I moved to withdraw as Ms. Baum's Attorney.
11. My motion to withdraw was granted on 13 November 2013.

Signed on the 17th day of April, 2014

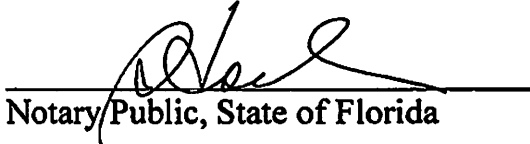

Kenneth J. Manney Esq.




Kenneth J. Manney Esq.

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

SUBSCRIBED AND SWORN TO BEFORE ME on 23 day of April,
2014 by Kenneth J. Manney.


Notary Public, State of Florida

Personally Known _____ OR Produced Identification k
Type of Identification Produced Driver License

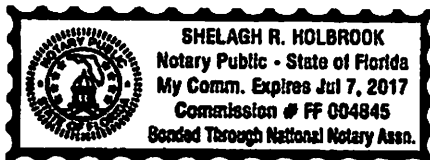


EXHIBIT H

IN RE: ESTATE OF SEYMOUR BAUM,
Deceased,

IN THE CIRCUIT COURT FOR THE
18TH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

ANNEEN NINA GLORIA BAUM,

IN THE PROBATE DIVISION
CASE NO. 05-2012-CP-048323

Petitioner,

v.

DAVID A. BAUM, individually and as Personal
Representative of the Estate of Seymour Baum,
BRUCE M. BAUM, LIZA CIOLKOWSKI BAUM,
KEVIN P. MARKEY, CHABAD OF SPACE COAST,
INC., a/k/a CHABAD JEWISH COMMUNITY CENTER,
a/k/a CHABAD OF SPACE AND TREASURE COAST,
a Florida not for profit corporation, THE WOMAN'S
ZIONIST ORGANIZATION OF AMERICA, INC. a
foreign not for profit corporation, d/b/a HADASSAH, and
FRIENDS OF ISRAEL DEFENSE FORCES, INC., a
Florida not for profit corporation,

Respondents.

FILED IN VIERA-80
CLERK OF CIR. CT.
BREVARD CO. FL.

2013 NOV 15 P 5:33

SCOTT ELLIS

ORDER COMPELLING SERVICE

THIS CAUSE came before the Court at the Telephonic Case Management conference on November 12, 2013 at 9:15 am. The Court having reviewed the file, considered arguments of counsel and being otherwise fully advised in the premises, it is hereby

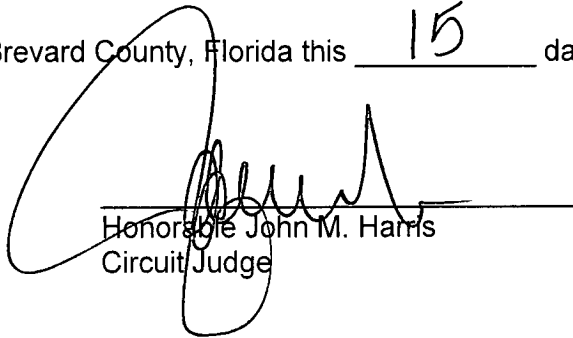
ORDERED and ADJUDGED as follows:

1. Pursuant to Florida Rule of Civil Procedure 1.070(j), Petitioner is hereby required to serve process on any Respondents not yet served in this action on or before December 13, 2013.



3. Any Respondents not served on or before December 13, 2013 shall be dropped as a party.

DONE and ORDERED in Viera, Brevard County, Florida this 15 day of November, 2013.


Honorable John M. Harris
Circuit Judge

Copies furnished to:

12CP048323

Kenneth J. Manney, Esq.
P.O. Box 644324
Vero Beach, FL 32964
kennethmanney@bellsouth.com

Patrick F. Roche, Esq.
321 Fairmont Avenue
West Virginia, WV 26554
Patrick@pfrochelaw.com

William T. Hennessey, Esq.
777 South Flagler Drive
Suite 500 East
West Palm Beach, FL 33401
whennessey@gunster.com
*Attorney for Respondent,
David Baum*

Mark S. Guralnick, Esq.
3208 East Colonial Drive, #270
Orlando, FL 32803
msg@guralnicklegal.com
msglegal@comcast.net
*Attorney for Petitioner,
Anneen Nina Gloria Baum*

WPB_ACTIVE 5702705 2

EXHIBIT I

1 IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL
2 CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

3 IN THE PROBATE DIVISION
4 CASE NO.: 05-2012-CP-048323-XXXX-XX

5 IN RE: ESTATE OF SEYMOUR BAUM,

6 Deceased,

7 _____/

8 ANNEEN NINA GLORIA BAUM,

9 Petitioner,

10 v.

11 DAVID A. BAUM, individually and as Personal
12 Representative of the Estate of Seymour Baum;
13 BRUCE M. BAUM, LIZA CIOLKOWSKI BAUM,
14 KEVIN P. MARKEY, CHABAD OF SPACE COAST,
15 INC., a/k/a CHABAD JEWISH COMMUNITY CENTER
16 a/k/a CHABAD OF SPACE COAST AND TREASURE COAST
17 a Florida not for profit corporation, THE WOMAN'S
18 ZIONIST ORGANIZATION OF AMERICA, INC., a
19 foreign not for profit corporation, d/b/a HADASSAH,
20 and FRIENDS of ISRAEL DEFENSE FORCES, INC., a
21 Florida not for profit corporation,

22 Defendants.

23 _____/

24 HEARING BEFORE: HONORABLE JOHN HARRIS

25

26 DATE TAKEN: December 17, 2013

27 TIME: 1:00 p.m. to 4:20 p.m.

28

29 PLACE TAKEN: Moore Justice Center
30 2825 Judge Fran Jamieson Way
31 Viera, Florida

32 REPORTED BY: LORI W. PYRON, FPR
33 Notary Public

34

35

1 MR. HENNESSEY: Just real briefly, Your
2 Honor. We had two other motions that were
3 scheduled for today.

4 THE COURT: Right.

5 MR. HENNESSEY: One of them is pretty
6 intensive legally, but the other two were fairly
7 simple. They dealt with the failure to serve.

8 You had directed Nina Baum to serve the
9 remaining parties in both the Will contest and
10 the Trust contest by last Friday.

11 And so before -- even if we don't get to the
12 legal argument on the rest of that claims that
13 are pending, we have the issue here where we have
14 claims that have not been served, and you told
15 Nina that parties would be dropped and removed,
16 if the complaint in the civil case and the Will
17 contest were not served.

18 MR. GURALNICK: Can I comment just on that?

19 THE COURT: Yes.

20 MR. GURALNICK: Because I investigated that.
21 We made immediate efforts after our last
22 conference with the Court to serve those parties,
23 and prepare the summons and the complaints for
24 submissions to the sheriff, they have never been
25 served.

1 Unfortunately, we learned in the process
2 that all the summons have expired. Prior counsel
3 apparently had made no effort. The summons that
4 were issued by the Clerk could not be accepted by
5 the sheriff, because there are outdated, at this
6 point.

7 So we went through the process, and we are
8 somewhere in that process now of obtaining the
9 alias summons and serving it through the sheriff.

10 That paperwork is in the file and available
11 to whomever will take over for me. It's in the
12 works, I paid for it.

13 MS. BAUM: Your Honor, I forgot something.

14 THE COURT: Okay.

15 MS. BAUM: The other thing is, the last few
16 lawyers I contacted, somehow -- after I spoke to
17 them, they wanted my case. One, I even signed a
18 retainer with, but then all of the sudden they
19 got bombarded by Mr. Hennessey with all these
20 awful things about me.

21 Like, horrible, horrible things, and I
22 wouldn't want a client like that either, and
23 told them about motions that I'm unfamiliar
24 with, about sanctions. And one said that it
25 would be -- what did he say? It looks like not

1 only are they taking all your money -- he said
2 something about going for the jugular.

3 It was really awful. So, he said --

4 MR. GURALNICK: -- I don't mean to interrupt
5 here, but I think in light of the circumstances
6 maybe Ms. Baum, if the Court would be so
7 indulgent, and if Counsel -- especially during
8 the holiday season, and the obvious difficulty
9 she's been having retaining counsel, could afford
10 her sixty days. I think that would be a
11 reasonable period of time given where she lives
12 and where we are.

13 THE COURT: That's sort of the number I
14 had in mind.

15 MS. BAUM: Your Honor, I had -- on
16 April 26th.

17 THE COURT: Right.

18 MS. BAUM: Upon being served with the
19 papers, all the little money I had was taken
20 away. I have nothing. I took out a loan
21 on my medical case. I have no money. I have
22 nowhere to live. This can -- I can go and on
23 and on. It has been awful, beyond awful. I
24 don't even know how I've survived until now, but
25 it's so bad.

1 THE COURT: Okay. Well, I understand, ma'am.
2 Mr. Boyes, do you have anything on the Motion
3 to Withdraw?

4 MR. BOYES: I have no objection.

5 THE COURT: Mr. Jacoby, you have something?

6 MR. JACOBY: Yes, Your Honor. Your Honor,
7 my only objection is that we were right in the
8 middle her deposition. We spent eight hours,
9 basically, spinning our wheels.

10 We were just getting to, what I consider
11 to be the meat of the testimony, that hopefully
12 was the basis of Ms. Baum's claims in this
13 matter, and it seems like we're going to be kind
14 of stuck for quite a long time, which I believe
15 is prejudicial to everyone in this manner.

16 It seems like Ms. Baum is taking the position
17 almost like a Defendant, instead of Plaintiff,
18 when the Plaintiff is supposed to be prosecuting
19 her claim. And there's no discovery response.
20 The deposition just spun for hours, Your Honor,
21 of simple questions like your name. Simple
22 questions, like, are you on any medication, and
23 that took like two hours.

24 And so we were just about to get into the
25 meat of what -- you know, the basis of the actual

1 complaint, and my concern is that if
2 Mr. Guralnick gets out of this case, and the
3 Court grants the sixty days, and then we don't
4 get to proceed with the deposition, none of the
5 discovery will proceed, and it will just
6 languish, which is unusual if it's -- when the
7 Plaintiff -- we're talking about the Plaintiff
8 here, in the one case -- to sit there, and it
9 just seems like it's prejudicial to the estate
10 and it's prejudicial to the estate's
11 beneficiaries.

12 I represent a trinity, and we're waiting --
13 we can't get -- fulfill Mr. Baum's wishes to
14 produce a chabad center in Brevard County, and
15 because of Ms. Baum's claim, everything is
16 sitting here. And she's supposed to be the
17 Plaintiff, and we need to continue to move this
18 case forward. Thank you, Your Honor.

19 MR. GURALNICK: Your Honor, just briefly.
20 I fully appreciate that circumstance. I was in
21 the same deposition, and should say burdened by
22 it as well. It would be unduly burdensome and
23 unfruitful to keep me onboard while we're
24 conflicted and unable to produce the kind of
25 information that would assist the Defendants.

1 I believe giving Ms. Baum the necessary time
2 to retain counsel, perhaps fixing a deadline
3 thereafter for the deposition to be completed,
4 and making it clear that those are the rules of
5 the Court, I think would be the much more
6 productive way to go. I can't contribute much to
7 this case, at this point, and I fear that another
8 eight hours of the same is only going to burden
9 me.

10 THE COURT: Okay. I understand, sir.
11 Mr. Hennessey, last word. Do you have anything
12 else?

13 MR. HENNESSEY: Only, Your Honor, going
14 back to the Motions to Dismiss that are pending
15 today, service issues, Mr. Guralnick argued
16 alias summons, and those are pretty easy. I can
17 go down to the courthouse and ask the clerk for
18 an alias summons, and have another summons issued
19 and served.

20 You exercised your discretion in the case
21 once already to allow them additional time.
22 This case has now been pending -- or these cases
23 have been pending since June, and still haven't
24 been served.

25 We're well beyond a hundred and twenty days,

1 and when we came before you last time we were
2 already at 157, I believe it was, and you
3 gave them an additional thirty days.

4 And we're still, to this day, not served,
5 including my client as the personal
6 representative of the estate, even in the action
7 of the Will contest.

8 And so you indicated that if they didn't
9 serve within that timeframe that the parties
10 would be dropped.

11 THE COURT: And that's the order that's
12 in the case right now, right?

13 MR. HENNESSEY: Yes.

14 THE COURT: That's where we are.

15 MR. HENNESSEY: Okay.

16 MR. GURALNICK: We're all put on notice,
17 note that in getting those summons, just about
18 every single party to be served is David Baum,
19 because he's the personal representative of the
20 estate, or the resident agent of the party.

21 In each case, he's the person. All the
22 summons are going to the same exact address, or
23 two addresses to David Baum. There's no
24 prejudice. I mean, we're talking about a
25 technical informality.

EXHIBIT J

IN RE: ESTATE OF SEYMOUR BAUM,
Deceased,

IN THE CIRCUIT COURT FOR THE
18TH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

ANNEEN NINA GLORIA BAUM,

Petitioner,

PROBATE DIVISION

CASE NO. 05-2012-CP-048323

v.

DAVID A. BAUM, individually and as Personal
Representative of the Estate of Seymour Baum,
BRUCE M. BAUM, an individual,
LIZA CIOLKOWSKI BAUM, an individual,
CHABAD OF SPACE COAST, INCE. a/k/a
CHABAD JEWISH COMMUNITYCENTER,
a/k/a CHABAD OF SPACE AND TREASURE COAST,
a Florida not for profit corporation,
THE WOMEN'S ZIONIST ORGANIZATION OF
AMERICA, INC. a foreign not for profit
Corporation, d/b/a HADASSAH, an
FRIENDS OF ISRAEL DEFENSE FORCES,
INC., a Florida not for profit corporation.

Respondents.

ORDER DROPPING PARTIES AND DISMISSING AMENDED PETITION

The Court, pursuant to its Order Compelling Service dated November 15, 2013, having reviewed the file, considered arguments of counsel, and being otherwise fully advised in the premises, ^{*}it is hereby

ORDERED and ADJUDGED as follows:

1. On November 15, 2013, this Court entered its Order Compelling Service which required the Petitioner to serve all Respondents who had not yet been served with her Amended Petition no later than December 13, 2013.

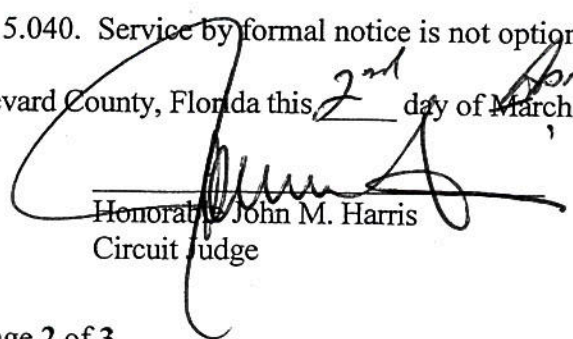
The Court having painstakingly reviewed the entire court file and the voluminous exhibits and authorities presented by each side,

2. The Plaintiff has failed to serve the following Respondents as required by Florida Probate Rule 5.025 and as required under this Court's Order of November 15, 2013: David Baum, individually and as personal representative of the Estate of Seymour Baum, Bruce M. Baum, Liza Ciolkowski Baum, and the Friends of Israel Defense Forces, Inc. a Florida not for profit corporation.

3. David Baum, individually and as personal representative of the Estate of Seymour Baum, Bruce Baum, Liza Ciolkowski Baum, and the Friends of Israel Defense Forces, Inc. a Florida not for profit corporation, are hereby dropped as parties to these adversary proceedings.

4. Because the personal representative is a necessary and indispensable party to this action, the Amended Petition is hereby DISMISSED. The Court recognizes that upon this dismissal the Petitioner may be time barred from refileing a petition for revocation of probate. However, Petitioner was given ample opportunity to complete service by formal notice and has demonstrated no good cause or excusable neglect for the delay. The court unquestionably has the ability to control its docket. Florida has a strong public policy concerning the expeditious, orderly administration of decedents' estates. See In re Estate of Clibbon, 735 So. 2d 487, 489 (Fla. 4th DCA 1998), quoting In re Williamson's Estate, 95 So. 2d 244, 246 (Fla. 1956) (it is a "matter of public policy in this state that the estates of decedents shall be speedily and finally determined with dispatch"). In In Re Estate of Odza, 432 So. 2d 740 (Fla. 4th DCA 1983), the Court held that when adversary proceeding is filed under Rule 5.025, the petitioner must strictly comply with the procedural requirements of 5.040. Service by formal notice is not optional.

DONE and ORDERED in Viera, Brevard County, Florida this 2nd day of April, 2014.


Honorable John M. Harris
Circuit Judge

Service List

William T. Hennessey, Esq.
777 South Flagler Drive
Suite 500 East
West Palm Beach, FL 33401
whennessey@gunster.com
Attorney for David Baum

Teresa Abood Hoffman, Esq.
Law Office of Hoffman & Hoffman, P.A.
848 Brickell Ave.
Suite 810
Miami, FL 33131
Eservice@hoffmanpa.com
Teresa@hoffmanpa.com
Christina@hoffmanpa.com
Attorney for Petitioner,
Anneen Nina Gloria Baum

Wayne Alder, Esq.
Becker & Poliakoff, PA
625 N. Flagler Dr., 7th Floor
West Palm Beach, FL 33401
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abourget@BPLegal.com
Co-Counsel for Petitioner,
Anneen Nina Gloria Baum

William E. Boyes, Esq.
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Palm Beach Gardens, FL 33410
bboyes@boyesandfarina.com
asabocik@boyesandfarina.com
czill@boyesandfarina.com

David H. Jacoby, Esq.
David H. Jacoby, P.A.
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d.jacoby@davidhjacobypa.com
j.bentley@davidhjacobypa.com

EXHIBIT K

IN RE: ESTATE OF SEYMOUR BAUM,
Deceased,

IN THE CIRCUIT COURT FOR THE
18TH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

ANNEEN NINA GLORIA BAUM,

PROBATE DIVISION

Petitioner,

CASE NO. 05-2012-CP-048323

v.

DAVID A. BAUM, etc., et al.

Respondents.

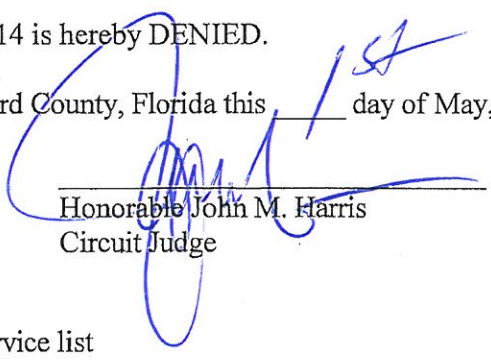
**ORDER DENYING PETITIONER'S MOTION FOR LEAVE TO AMEND AND
CONSOLIDATE ADVERSARY PLEADINGS BY FILING A SECOND AMENDED AND
CONSOLIDATED ADVERSARY PETITION FOR REVOCATION OF PROBATE AND
OTHER RELIEF**

THIS CAUSE, came before the Court on Petitioner's Motion for Leave to Amend and Consolidate Adversary Pleadings by Filing a Second Amended and Consolidated Adversary Petition for Revocation of Probate and Other Relief, the Court having reviewed the motion, the submissions, and the file, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED as follows:

Petitioner's for Motion for Leave to Amend and Consolidate Adversary Pleadings by Filing a Second Amended and Consolidated Adversary Petition for Revocation of Probate and Other Relief filed in this action on April 24, 2014 is hereby DENIED.

DONE and ORDERED in Viera, Brevard County, Florida this 15 day of May, 2014.



Honorable John M. Harris
Circuit Judge

Copies furnished to all parties on the attached service list

Service List

William T. Hennessey, Esq.

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West Palm Beach, FL 33401
whennessey@gunster.com
dcarr@gunster.com
eservice@gunster.com

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Christina@hoffmanpa.com

Wayne Alder, Esq.

Becker & Poliakoff, PA
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abourget@BPLegal.com

William E. Boyes, Esq.

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asabocik@boyesandfarina.com
czill@boyesandfarina.com

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j.bentley@davidhjacobypa.com

WPB_ACTIVE 5888322.1

EXHIBIT L

139 So.3d 984 (Mem)
District Court of Appeal of Florida,
Fourth District.

Jeremy Marquise **CARTER**, Appellant,
v.

Luis **MENDEZ**, Doris **Mendez**, Eladio
Armesto–Garcia, Pablo Beades Torres, Lesly
Torres, Manuel A. Cordova, Miriam Ortega, Carlos
Eduardo Acosta, Douglas Mercado, and **Oscar
Suarez**, Appellees.

No. 4D13–1668. | June 11, 2014.

Appeal from the Circuit Court for the Fifteenth Judicial
Circuit, Palm Beach County; **Lucy Chernow Brown**,
Judge; L.T. Case No. 502012CA015072XX.

Attorneys and Law Firms

Jeremy Marquise **Carter**, Jesup, pro se.

*985 No brief filed on behalf of appellees.

Opinion

PER CURIAM.

Jeremy Marquise **Carter** appeals the trial court's *sua sponte* order dismissing his complaint against the appellees. **Carter** argues that he was not given notice and an opportunity to be heard prior to the complaint being dismissed and that the trial court erred in dismissing his complaint with prejudice. We agree.

On July 20, 2012, **Carter** filed a complaint against the appellees alleging a breach of contract and unjust enrichment based on written loan agreements executed by the appellees.

On October 5, 2012, the trial court entered an order dismissing the complaint as legally insufficient. The trial court then vacated this order, pursuant to a motion for reconsideration filed by **Carter**. Within the order granting reconsideration, the trial court ordered that “[**Carter**] shall serve all of the [appellees] within 120 days of the rendition of this order,” citing to [Florida Rule of Civil Procedure 1.070\(j\)](#).

Several of the appellees filed affidavits or letters with the court denying ever having entered into such a loan

agreement or claiming that he or she was not the correct person sought to be served with the complaint.

On April 2, 2013, the trial court entered an order dismissing the complaint with prejudice for failure to serve. The trial court, *sua sponte*, reviewed the court file, and stated that:

Of the ten (10) named defendants, seven (7) have communicated to the Court that they are not the right party and have never heard of the Plaintiff and have no knowledge any [sic] of his allegations. The remaining three (3) named defendants have not responded. Accordingly, the Complaint is **DISMISSED** with prejudice.

Carter filed a motion for rehearing, which the trial court denied.

Carter appeals the trial court's order dismissing his complaint. We agree that the trial court erred in dismissing **Carter's** complaint without notice and an opportunity to be heard, and in dismissing the complaint with prejudice.

“The propriety of the trial court's dismissal is a pure question of law as to which our standard of review is *de novo*.” *Todd v. Johnson*, 965 So.2d 255, 257 (Fla. 1st DCA 2007) (quoting *Sumner v. Gros*, 958 So.2d 1038, 1039 (Fla. 1st DCA 2007)).

[Florida Rule of Civil Procedure 1.070\(j\)](#) states:

If service of the initial process and initial pleading is not made upon a defendant within 120 days after filing of the initial pleading directed to that defendant the court, *on its own initiative after notice or on motion*, shall direct that service be effected within a specified time or *shall dismiss the action without prejudice or drop that defendant as a party*; provided that if the plaintiff shows good cause or excusable neglect for the failure, the court *shall* extend the time for service for an appropriate period.

[Fla. R. Civ. P. 1.070\(j\)](#) (emphasis added).

The trial court erred in dismissing **Carter's** complaint without giving him notice or the opportunity to be heard. [Rule 1.070\(j\)](#) states that a trial court may act on its own initiative; however, the court may only act "on its own initiative *after notice*." Likewise, the First District, in *Lenoir v. Jones*, held that "[a] plaintiff is entitled to both notice and the opportunity to show good cause why process has not been served prior to a trial court's sua sponte dismissal of his or her case." [979 So.2d 1129, 1130 \(Fla. 1st DCA 2008\)](#) (citations omitted).

***986** We have also held that notice and an opportunity to be heard are necessary due process requirements before a court can dismiss a case, *sua sponte*, for failure to serve. See *Connelly v. Crown Cruise Line, Inc. S.A.*, [636 So.2d 886, 887 \(Fla. 4th DCA 1994\)](#). In *Connelly*, we stated:

Appellant correctly argues that the trial court had no authority to dismiss the instant case without giving him an opportunity to be heard and to present any evidence he might have regarding the reasons he did not serve the defendants within the required time frame. Based on [Rule 1.070\(i\)](#) ^[1] and fundamental requirements of due process, the trial court erred in dismissing Plaintiff's case without giving him an opportunity to show good cause why service was not made within the required time.

Id.; see also *Fed. Home Loan Mortg., Corp. v. Lascio*,

Footnotes

¹ In 1996, subdivision (i) of [rule 1.070](#) was redesignated as subdivision (j). [Fla. R. Civ. P. 1.070](#) committee notes, 1996 amendment.

[653 So.2d 1150 \(Fla. 4th DCA 1995\)](#).

The trial court also erred in dismissing **Carter's** complaint with prejudice. That action was not one of the options available to it under [rule 1.070\(j\)](#). See [Fla. R. Civ. P. 1.070\(j\)](#) (emphasis added) ("[T]he court ... *shall* dismiss the action *without* prejudice *or* drop that defendant."); *Miranda v. Young*, [19 So.3d 1100, 1102 \(Fla. 2d DCA 2009\)](#) ("We conclude in the case before us that the circuit court erred in dismissing [the plaintiff]'s complaint with prejudice. First, dismissal *with* prejudice was not one of the options available to the court under [rule 1.070\(j\)](#). The court could have directed that service be perfected within a certain amount of time, it could have dismissed the action *without* prejudice, or it could have dismissed the defendants who had not been served.").

We therefore reverse the trial court's order dismissing **Carter's** complaint and remand the case for further proceedings consistent with this opinion.

Reversed and Remanded.

[STEVENSON, CONNER](#) and [FORST, JJ.](#), concur.

Parallel Citations

39 Fla. L. Weekly D1229

EXHIBIT M

This Instrument Prepared By:
Record and Return To:
David W. Dyer, P.A.
1790 Highway A1A, Suite 205
Indialantic, Florida 32903
Tax I.D. No. 26-36-14-51-00001.0-0003.00

WARRANTY DEED

THIS WARRANTY DEED made this 28 day of May, 200, by **DAVID NETTERSTROM, a single man**, hereinafter referred to as "Grantor", to ~~DAVID BAUM and SEYMOUR BAUM, as Joint Tenants With Right of Survivorship~~, whose address is 2100 N. Atlantic Ave, #608 Coconino Beach, FL 32931 hereinafter referred to as "Grantee": (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida, to-wit:

Lot 1, Block F, SUNRISE, according to the plat thereof, as recorded in Plat Book 41, Pages 69 and 70, Public Records of Brevard County, Florida.

The above property is not and never has been the Homestead of the Grantor or his spouse, and is not Homestead Property as defined by the Florida Constitution.

SUBJECT TO covenants, conditions, restrictions and easements of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that Grantor fully warrants the title to said land and will defend against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

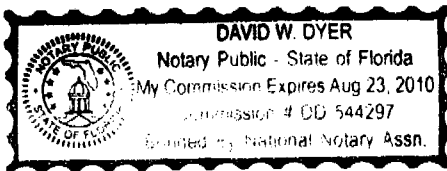
Signed, Sealed & Delivered
In the Presence of:

Witness: [Signature]
Witness: Nick Full
Witness: Nick Farinella

[Signature]
DAVID NETTERSTROM

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28 day of May, 2009 by **David Netterstrom**, who is personally known to me or who produced Drivers License as identification and did/did not take an oath.



[Signature]
NOTARY PUBLIC
My Commission Expires:

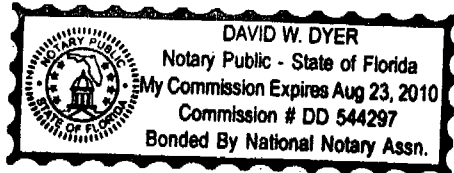


EXHIBIT N

DURABLE POWER OF ATTORNEY

On March 10, 2011, I, SEYMOUR BAUM ("Principal"), of Brevard County, Florida, hereby revoke all prior powers of attorney previously executed by me, and hereby appoint my son DAVID BAUM, as my Attorney-in-Fact ("my Attorney-in-Fact") to so serve as follows:

ARTICLE I DURABILITY

This power of attorney shall not be affected by subsequent incapacity of the principal, except as provided by applicable *Florida Statutes*, and my Attorney-in-Fact shall continue to be able to exercise any power or authority I have given herein, notwithstanding my subsequent disability, incompetence, or incapacity.

ARTICLE II MY ATTORNEY-IN-FACT'S POWERS

All of my property and all of my interests in property, (whether in my name or my name as trustee of a trust wherein I am a grantor and primary beneficiary), shall be subject to this Power of Attorney. Further, my Attorney-in-Fact shall have complete authority to manage and control all of my property and affairs, including (but not limited to) the following powers:

1. To maintain any financial accounts, including (but not limited to) any checking, savings, money market, certificates of deposit, brokerage or credit union accounts presently in my name, and to establish new financial accounts in my name, and to deposit money into, withdraw money from, and draw checks on these accounts.
2. To receive, endorse, and collect any currency or commercial paper, including (but not limited to) any checks or drafts payable to me.
3. To invest and reinvest any or all of my funds in any type of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks, securities of any regulated investment trust, or partnership interests.
4. To move any of my property to any place, whether or not within the United States.

5. To sell or otherwise transfer any of my property, real, personal, or mixed, tangible or intangible, on such terms and conditions as my Attorney-in-Fact deems advisable, and to execute any instruments and give any warranties or indemnifications that my Attorney-in-Fact deems useful in effecting such sale or transfer.
6. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, joint ventures, land trusts and other business or property-holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ persons for such purposes and delegate to them such powers and discretions as my Attorney-in-Fact considers advisable.
7. To borrow and lend money on such terms, including (but not limited to) interest rates, security, and loan duration, as my Attorney-in-Fact deems advisable.
8. To apply for and own any policies of insurance on my life, on any of my property, and against any liabilities or damages my Attorney-in-Fact deems advisable, to pay any premiums or other charges required to maintain such policies, and to exercise any incident of ownership over such policies, including (but not limited to) any right to change beneficiaries, cancel the policy, borrow against any cash values, or make any elections with respect to the policies.
9. To improve, develop, manage, lease, or abandon any of my property.
10. To hold any of my property in the name of any trustee, custodian or nominee, without disclosing this relationship, but my Attorney-in-Fact will be responsible for the acts of any such trustee, custodian or nominee, and to transfer, assign and convey any property or interest in property which I may own to any trust of which I am, or a qualifying charitable organization, is a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this durable power of attorney; further to execute any document on my behalf for the purpose of qualifying for any public/private benefit or assistance, and if my income exceeds any applicable income cap, to create an irrevocable income trust and to transfer so much of my income to said trust as will enable me to qualify for Medicaid benefits.
11. To apply for or transfer any certificate of title on any motor vehicle and to represent that such vehicle is free and clear of all liens and encumbrances not otherwise noted in the transfer documents.

12. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

13. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this durable power of attorney, or for any other purpose, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

14. To prepare, sign, and file any returns of tax, refund claims, requests for extension of time to file or pay, petition to any court with respect to any tax, offers, waivers, consents, powers of Attorney, and other documents relating to any type of federal, state, local, or foreign tax, and to execute any elections I may have under any such tax laws. I waive any privileges I may have against disclosure of any confidential tax information to my Attorney-in-Fact, further to appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust of which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report, including without limitation federal or state income or gift tax, for any and all years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service Forms 2848 and any other forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my Attorney-in-Fact thereunder.

15. To receive from any physicians, surgeons, or their employees or agents, any privileged or confidential medical information regarding me, and to waive on my behalf any physician-patient privilege or other privilege, if my Attorney-in-Fact deems it advisable for any reason.

16. To transfer any of my assets to any revocable trust I have created, to be administered under the terms of such trust, even if my Attorney-in-Fact is a trustee.

17. To give to my lineal descendants, and to any person, amounts equal to the annual federal gift tax exclusion under Internal Revenue Code §2503(b). All such gifts may be made outright, in trust, or to any legal guardian or custodian under any applicable provision of the Uniform Transfer to Minors Act, as my Attorney-in-Fact deems appropriate and to pay my pledges to and make such gifts as I have regularly made to charitable organizations described in § 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws and to make such gifts to persons, or for their benefit, as I have regularly made.

18. To disclaim, claim, or waive all or part of any interest in or transfer of property to me, including but not limited to homestead and elective share.

19. To rent safe deposit boxes in my name as depositories for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do it personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

20. To do any other thing which my Attorney-in-Fact deems advisable, necessary, or desirable for the management of my affairs or for my health, comfort, or welfare, and (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

ARTICLE III PROPERTY

To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all real property in which I may have an interest, including my homestead residence, and to establish, release and waive any right of homestead therein, if any.

To enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

ARTICLE IV REVOCATION OF POWER

This power may be revoked by me at any time by a written instrument. However, all persons shall recognize my Attorney-in-Fact's authority to manage my affairs and transact my business as my Attorney-in-Fact until actual receipt of a written notice of revocation. No person shall be liable to me or my estate in any way for any losses resulting from his or her good-faith recognition of my Attorney-in-Fact's authority prior to having received a written notice of revocation. Any person dealing with my Attorney-in-Fact may rely without inquiry upon my Attorney-in-Fact's certification or affidavit that this durable power of attorney has not been revoked, terminated, or suspended. I authorize my Attorney-in-Fact, upon the request or requirement of any person dealing with my Attorney-in-Fact, to execute and deliver an affidavit stating that there has been no revocation, partial or complete termination, or suspension of this durable power of attorney at the time the power is exercised.

ARTICLE V COUNTERPARTS

Any person may rely fully, completely, and equally on the original of this power of attorney, or a certified true copy of the original power of attorney.

ARTICLE VI PURCHASERS FROM MY ATTORNEY-IN-FACT

Anyone who buys any of my property from my Attorney-in-Fact is not obligated to see to the application of the purchase money or other consideration paid for such property.

ARTICLE VII LIMITATIONS

My Attorney-in-Fact shall not exercise any testamentary power of appointment on my behalf.

ARTICLE VIII
MISCELLANEOUS

A. Governing Law. This power of attorney shall be governed by and construed according to the laws of the State of Florida.

B. Headings. The headings in this power of attorney are inserted for convenience only and are not a part of this instrument.

C. Revocation. This power of attorney hereby revokes any and all prior durable powers of attorney.

Seymour Baum
SEYMOUR BAUM

Kevin P. Markey
Signature of Witness
Printed Name of Witness

Julia A. Loy-Markey
Signature of Witness
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BREVARD

Subscribed and sworn to before me by SEYMOUR BAUM and the witnesses on March 10, 2011, all of whom personally appeared before me. SEYMOUR BAUM ☒ is personally known to me or Kevin P. Markey has produced Kevin P. Markey as identification. Kevin P. Markey, a witness, ☒ is personally known to me or Julia A. Loy-Markey has produced Julia A. Loy-Markey as identification. Julia A. Loy-Markey, a witness, ☒ is personally known to me or Julia A. Loy-Markey has produced Julia A. Loy-Markey as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer L. Johnston
Commission # DP950743
Expires: JAN. 10, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Jennifer L. Johnston
Notary Public, State of Florida at Large
Printed Name:
Commission No:
Commission expires:

EXHIBIT O

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 342273

Entity Name: BORUCH-DAVID INC.

FILED
Sep 21, 2012
Secretary of State

Current Principal Place of Business:

2100 N. ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931 US

New Principal Place of Business:

Current Mailing Address:

2100 N. ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931 US

New Mailing Address:

FEI Number: 59-1406370 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

BAUM, SEYMOUR
2100 N ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: BAUM, SEYMOUR
Address: 2100 N. ATLANTIC AVENUE
City-St-Zip: COCOA BEACH, FL 32931

Title: VP
Name: BAUM, DAVID
Address: 2100 N. ATLANTIC AVENUE #608
City-St-Zip: COCOA BEACH, FL 32931

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID BAUM

VP

09/21/2012

Electronic Signature of Signing Officer or Director

Date

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P29205

Entity Name: SILVER SPRING MANOR, INC.

FILED
Sep 21, 2012
Secretary of State

Current Principal Place of Business:

2100 N. ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931

New Principal Place of Business:

Current Mailing Address:

2100 N. ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931

New Mailing Address:

FEI Number: 22-1968915

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

BAUM, SEYMOUR
2100 N. ATLANTIC AVENUE
SUITE 608
COCOA BEACH, FL 32931 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PSTD
Name: BAUM, SEYMOUR
Address: 2100 N. ATLANTIC AVENUE #608
City-St-Zip: COCOA BEACH, FL 32931

Title: VP
Name: BAUM, DAVID
Address: 2100 N. ATLANTIC AVE #608
City-St-Zip: COCOA BEACH, FL 32931

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID BAUM

VP

09/21/2012

Electronic Signature of Signing Officer or Director

Date

EXHIBIT P



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Our Last Visit to Seymour

WEDNESDAY, JULY 04, 2012 - 11:37 PM
POSTED BY BILL & GLORIA

Seymour was in the Rockledge Rehab on Barnes. We were told it was impossible to get in to see him. Well that's a word we have a difficult time with. I sat near the front door keeping the receptionist busy while Gloria scouted out the situation and as she always manages she found his room and used her southern charm to keep the aide / bodyguard off balance while I got into his room. I won't say too much about his appearance, better we should all remember him as he was in better times. Gloria spoke to him and he tried to speak but was unable because he had a breathing aid over his nose. You could see his eyes glowing in recognition of what was transpiring. I got up close to his head and I told him I was going to give him the priestly blessing and he nodded his head and we shared a truly holy moment together. Seymour was fully cognizant of what was going on at that moment and I am sure it was as moving for Gloria and me as it was for Seymour, and we will never forget the last time we saw Seymour.



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Comments on: Our Last Visit to Seymour

There are no comments.

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[Rabbi's Torah Message 11:00 am. Kiddush following at approx. 12:30 pm.](#)

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My Dear Friend Seymour

TUESDAY, JULY 10, 2012 - 3:16 PM
 POSTED BY ETHEL RATNER

Seymour Baum was a very special person for me. I loved listening to him daven and sing and we always enjoyed conversation. He and I spoke on the phone often. I loved his stories and his endearing ways to my Moishe and me. May he be a "godt baterrin" for us all. I was so looking forward to be able to visit him more but was told no one was permitted. Knowing him for 20 years was our pleasure. Having come from the same country as my dad, may he rest in peace, hearing him daven was listening to my father again. He will be missed so much.

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Comments on: My Dear Friend Seymour

There are no comments.

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