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IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

STEWART TILGHMAN FOX & BIANCHI, P.A., WILLIAM C. HEARON, P.A., and TODD S. STEWART, P.A.,
Plaintiffs,

Case No.: 2023-CA-000370-A001-P

vs.

HARLEY N. KANE, MICHELLE J. KANE, SHECTER & EVERETT, LLP and DAVID L. MANZ PROFESSIONAL ASSOCIATION d/b/a THE MANZ LAW FIRM,
Defendants.
_____/

DEFENDANT MICHELLE J. KANE'S
MOTION FOR FINAL SUMMARY JUDGMENT

COMES NOW, Defendant MICHELLE J. KANE, by and through her undersigned attorney, and pursuant to the Florida Rules of Civil Procedure, moves this Honorable Court for Final Summary Judgment, and as grounds in support states:

STATEMENT OF UNDISPUTED FACTS

1. Between 1993 and 2016, Defendant Harley Kane was a Florida licensed lawyer.
2. In 2004, Harley Kane negotiated a settlement with Progressive Insurance in the amount of fifteen million dollars ($15,000,000.00).
3. As a result of Harley Kane's actions after receiving possession of the fifteen-million-dollar ($15,000,000.00) settlement, Harley Kane was sued by Plaintiffs, and was eventually disbarred from the practice of law on October 6, 2016.
4. On April 24, 2008, a judgment ("2008 Judgment") in favor of Plaintiffs was entered against Harley Kane, jointly and severally with others, in the amount of two million dollars ($2,000,000.00) ("Harley Kane's Two Million Dollar Pre-Marital Debt"). Michelle Kane was

not a party to this action and has no obligation to pay this debt. *See copy of Final Judgment dated April 24, 2008 attached as* ***Exhibit A***.

5. In the 2008 Judgment case, Plaintiffs did not prevail under any theory of fraud against Harley Kane. The Honorable Judge David Crowe specifically ruled in favor of Harley Kane "and against the Plaintiffs on the claims for fraud in the inducement." *See* ***Exhibit A***.
6. In the 2008 Judgment, Judge Crowe awarded Plaintiffs "reasonable compensation for the services provided" based on "quantum meruit, unjust enrichment, implied in fact or quasi contract, considering the totality of the circumstances … ." *See* ***Exhibit A***.
7. The 2008 Judgment clearly establishes that Harley Kane's Two Million Dollar Pre-Marital Debt was not the product of any fraud imposed upon or suffered by Plaintiffs. *See* ***Exhibit A***.
8. Michelle and Harley Kane were married on May 4, 2010.
9. Kane Lawyers PLLC was owned fifty (50) percent by "Michelle and Harley Kane TBE," and fifty (50) percent by the Flanagan Firm, P.A.
10. In 2015, Kane Lawyers PLLC negotiated a settlement in the amount of five million dollars ($5,000,000.00) in another unrelated PIP case.
11. Michelle and Harley Kane TBE's distribution of the five-million-dollar ($5,000,000.00) settlement was two million thirty-seven thousand five hundred dollars ($2,037,500.00) ("$2.37 Million Dollar Distribution").
12. The $2.37 Million Dollar Distribution was deposited into an account in the name of Michelle and Harley Kane TBE.
13. On November 11, 2016, Harley Kane and Michelle Kane purchased homestead property located at 107 Hilson Ct., Tavernier, FL 33070 ("Hilson Homestead Property") and took title as "Harley N. Kane and Michelle J. Kane, husband and wife as tenants by the entirety.". *See Warranty Deed attached as* ***Exhibit B***.

14. In 2017, while Harley Kane and Michelle Kane were married, Plaintiffs attempted to collect on Harley Kane's Two Million Dollar Pre-Marital Debt judgment by filing a lawsuit in West Palm Beach County [Case No. 50 2004 CA 006138 XXXX MB AO] and Supplemental Proceeding No. 50-2017-CA-013497-XXXX-MB] against Michelle and Harley Kane TBE seeking avoidance of Harley Kane's $2.37 Million Dollar Settlement into the Michelle and Kane TBE account.
15. Michelle Kane was not named personally as an individual defendant in the West Palm Beach case.
16. In April 2023, Plaintiffs obtained judgement in the amount of two million thirty-seven thousand five hundred dollars ($2,037,500.00), plus pre-judgment interest ("TBE Judgment") against Michelle and Harley Kane, as tenants by the entireties. *See copy of Amended Final Judgment 1 dated 4.21.23 attached as* ***Exhibit C***.
17. In the TBE Judgment, The Honorable Judge James Nutt specifically found that "[p]ursuant to Sections 726.108(1) and 726.109(2), Fla. Stat., the transfer of $2,037,500 in December 2015 from Michelle and Harley Kane TBE … is avoided." *See* ***Exhibit C***.
18. In the TBE Judgment, Judge Nutt also specifically entered judgment against "Defendants, Harley N. Kane and Michelle J. Kane, **as tenants by the entireties** … ." (emphasis added) *See* ***Exhibit C***.
19. In the TBE Judgment, Judge Nutt specifically ordered that Harley N. Kane and Michelle J. Kane**, as tenants by the entireties, and not in their individual capacity** complete post judgment asset Fact Information Sheets. (emphasis added) *See* ***Exhibit C***.
20. At no time have Plaintiffs ever obtained a judgment against Michelle Kane in her individual, or personal capacity.

21. Michelle and Harley Kane were divorced in March 2024, in Monroe County Florida, Case No.: 20-DR-000122-M ("divorce case.")

22. In the Final Judgment in Harley Kane and Michelle Kane's divorce case, The Honorable Judge Bonnie Helms specifically found that the Hilson Homestead Property was the primary residence of [Michelle and Harley Kane] and [was their] homestead property. *See Final Judgment of Dissolution of Marriage dated March 8, 2024 attached as* ***Exhibit D*** *at ¶11.*

23. In the Final Judgment in Harley Kane and Michelle Kane's divorce case, Judge Helms also specifically found that Harley Kane's Two Million Dollar Pre-Marital Debt was a non-marital debt of Harley Kane only because the underlying obligation and debt took place prior to Michelle and Harley Kane's marriage. *See* ***Exhibit D*** *at ¶14.*

24. On September 26, 2023, Plaintiffs filed this lawsuit in an attempt to satisfy the TBE Judgment, by establishing and foreclosing an equitable lien on the Hilson Homestead Property, which Plaintiffs allege Harley Kane and Michelle acquired "through fraud or egregious conduct." *Complaint ¶16*.

25. For the reasons more fully explained below, Plaintiffs' case against Michelle Kane must fail because Plaintiffs have not stated a legally recognizable cause of action against Michelle Kane, and Michelle Kane is entitled to summary judgment because, as a matter of law, the Hilson Homestead Property is exempt from collection by Plaintiffs for the following reasons, more fully explained below:

    a. the TBE Judgment is only valid against Harley Kane and Michelle Kane as tenants by the entirety (Michelle and Kane TBE), and not against Michelle Kane personally, or individually;

    b. the ownership interest in 107 Hilson Ct., Tavernier, FL 33070 is protected by Florida's Homestead Act under the Florida Constitution Article X, Section 4(a)(1), and not subject to any exceptions; and

c. by operation of law, Harley Kane and Michelle Kane no longer own 107 Hilson Ct., Tavernier, FL 33070 as tenants by the entirety since they are now divorced and own the property as tenants in common. The 2003 TBE Judgment in question is solely against "Harley N. Kane and Michelle J. Kane, as tenants by the entireties."

STANDARD OF REVIEW

Effective as of May 1, 2021, *Rule 1.510(c) of the Florida Rules of Civil Procedure* requires a court to enter summary judgment if a party "shows that there is no genuine dispute as to any material fact" and is otherwise entitled to judgment as a matter of law. *See Fla. R. Civ. P. 1.510*; *see also In re: Amendments to Florida Rule of Civil Procedure 1.510,* 309 So. 3d 192 (Fla. 2020); *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

The moving party need only "identify" those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes "demonstrate the absence of a genuine issue of material fact." *Celotex Corp*., 477 U.S. at 323. There is "no express or implied requirement… that the moving party support its motion with affidavits or other similar materials negating the opponent's claim." *Id.* "By its very terms, this standard provides that the mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact." *Anderson v. Liberty Lobby, Inc*., 477 U.S. 242, 247-48 (1986) (emphasis in original). To discharge their burden, a movant need only direct the district court's attention to the fact there is an absence of evidence to support the nonmoving party's case. *See Jeffrey v. Sarasota White Sox, Inc*., 64 F.3d 590, 593-94 (11th Cir. 1995).

The Florida Supreme Court has "adopt[ed] the summary judgment standard articulated by the United States Supreme Court in *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986); *Anderson v. Liberty Lobby, Inc*., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d

202 (1986); and *Matsushita Electric Industrial Co. v. Zenith Radio Corp*., 475 U.S. 574, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986)." *In re Amendments to Florida Rule of Civil Procedure 1.510*, 309 So. 3d 192 (Fla. 2020).

To escape summary judgment, "the nonmoving party must offer more than a mere scintilla of evidence for its position; indeed, the nonmoving party must make a showing sufficient to permit the jury to reasonably find on its behalf." *Urquilla-Diaz v. Kaplan Univ*., 780 F.3d 1039, 1050 (11th Cir. 2015); *see Matsushita Elec. Indus. Co. v. Zenith Radio Corp*., 475 U.S. 574, 586 (1986). Failing to present proof concerning an essential element of the non-moving party's case renders all other facts immaterial and requires the court to grant the motion. *See Celotex Corp*., 477 U.S. at 322.

MEMORANDUM OF LAW

I. The Judgment is Only Valid against Harley Kane and Michelle Kane as Tenants by the Entirety, and Since the Entry of a Final Judgment of Dissolution of Marriage, by Operation of Law Harley Kane and Michelle Kane Now Own the Property as Tenants in Common.

Tenancy by the entireties, or TBE, is "an estate over which the husband and wife have absolute disposition and as to which each, in the fiction of law, holds the entire estate as one person." *Blew v. Blew*, 358 So.3d 1232, 1235-36 (Fla. 4th DCA 2023) In a TBE, there are six unities: 1) unity of possession (joint ownership and control); 2) unity of interest (the interests in the property must be identical); 3) unity of title (the interests must have originated in the same instrument); 4) unity of time (the interests must have commenced simultaneously); 5) survivorship; and 6) **unity of marriage (the parties must be married at the time the property became titled in their joint names**). (emphasis added) *Ebanks v. Ebanks*, 198 So. 3d 712 (Fla. 2d DCA 2016)

Therefore, since Harley Kane and Michelle are no longer validly married, they can no longer hold title to the property as tenancy by the entirety, and the TBE Judgment cannot be

enforced against the Hilson Homestead Property because by operation of law title is now owned as tenants in common.

The Hilson Homestead Property was purchased in the name of Harley Kane and Michelle Kane "husband and wife as tenants by the entirety." *See* **Exhibit B**. By operation of Florida statute, a tenancy by the entireties becomes a tenancy in common upon the divorce of the owners. §689.15, Fla. Stat. (2024); *Ebanks v. Ebanks*, 198 So. 3d 712 (Fla. 2d DCA 2016; *Davis v. Dieujuste*, 496 So. 2d 806, 809 (Fla. 1986). Michelle and Harley Kane were divorced in March 2004. *See* ***Exhibit D***. Thus, by operation of law, on March 8, 2024 when Michelle and Harley Kane's divorce became final, Michelle and Harley Kane TBE ceased being the record owners of the Hilson Homestead property, and in its place, Michelle became a tenant in common owner of that property. *See* ***Exhibit D*** *and see Id*. Contrary to Plaintiffs' assertion, this statement of law does not need to be pled as a defense. Because Michelle and Harley Kane TBE no longer owns the Hilson Homestead Property, Plaintiffs cannot execute their TBE Judgment against the Hilson Homestead Property.

Furthermore, in Michelle and Kane's divorce, Judge Helms specifically found that the Hilson Homestead Property was the primary residence of Michelle and Harley Kane and was their homestead property. *See* ***Exhibit D*** *at ¶11*. Judge Helms also specifically found that Harley Kane's Two Million Dollar Pre-Marital Debt was a non-marital debt of Harley Kane only because the underlying obligation and debt took place prior to Michelle and Harley Kane's marriage. *See* ***Exhibit D*** *at ¶14*. Thus, based on *res judicata* and equitable principles, the prior judicial findings that 107 Hilson Ct., Tavernier, FL 33070 (the Hilson Homestead Property) is Michelle's Homestead property, and that Plaintiffs' 2008 Judgment in the amount of two million dollars ($2,000,000.00) (Kane's Two Million Dollar Pre-Marital Debt) is not a marital debt of Michelle's, cannot be attacked by Plaintiffs.

Moreover, in the April 2023 civil lawsuit by Plaintiffs, judgment was entered against "Defendants, Harley N. Kane and Michelle J. Kane, **as tenants by the entireties**… ." (emphasis added) *See* ***Exhibit C***. Harley Kane and Michelle **as tenants by the entireties** were ordered to complete post judgment asset Fact Information Sheets. (emphasis added) *See* ***Exhibit C***. Plaintiffs chose not to sue Michelle personally or to obtain a judgment against Michelle personally in that case. At no time did Plaintiffs seek to execute that judgment against Michelle in her personal or individual capacity. Plaintiffs must now live with that decision.

On this basis alone, the fact that the Hilson Homestead Property is now owned as tenants in common pursuant to Florida Statute 689.15 should, by itself, be the basis for this court granting Summary Judgment in favor of Michelle.

Therefore, because the April 2023 civil judgment (TBE Judgment) is limited to a tenancy in the entirety which no longer exists, and applying principles of equity, Plaintiffs cannot enforce any judgment against Michelle personally, and summary judgment should be granted in Michelle's favor.

II. Michelle's Ownership Interest in 107 Hilson Ct., Tavernier, FL 33070 is Protected by The Homestead Exemption

a. <u>107 Hilson Ct., Tavernier, FL 33070 is Michelle's Homestead Property</u>

In Florida, "Homestead" is broadly defined as property intended to be the principal residence of a natural person, or his/her family, that is no more than half an acre of contiguous land within a municipality or 160 acres within the unincorporated areas of a county. *See* Art. X, §4(a)(1), Fla. Const.; and *Coy v. Mango Bay Prop. & Invs., Inc*., 963 So.2d 873 (Fla. 4th DCA 2007); *S. Walls, Inc. v. Stilwell Corp*., 810 So. 2d 566 (Fla. 5th DCA 2002); *Beltran v. Kalb*, 63 So. 3d 783 (Fla. 3d DCA 2011) (Homestead status is established by the actual intention to live permanently in a place coupled with actual use and occupancy.).

Florida's homestead exemption is codified in Article X, Section 4(a)(1) of the Florida Constitution, which states, in relevant part:

> (a) **There shall be exempt from forced sale under process of any court, and no judgment, decree or execution shall be a lien thereon**, except for the payment of taxes and assessments thereon, obligations contracted for the purchase, improvement or repair thereof, or obligations contracted for house, field or other labor performed on the realty, **the following property owned by a natural person**:
>
> (1) **a homestead, if located outside a municipality, to the extent of one hundred sixty acres of contiguous land and improvements thereon,** which shall not be reduced without the owner's consent by reason of subsequent inclusion in a municipality; or if located within a municipality, to the extent of one-half acre of contiguous land, upon which the exemption shall be limited to the residence of the owner or the owner's family. (emphasis added)

The Florida Constitution grants strong homestead protection to real property. *Seligsohn v. Seligsohn*, 259 So.3d 874 (DCA 4th 2018). The homestead provision is in place to protect and preserve the interest of the family in the family home. *Snyder v. Davis*, 699 So. 2d 999 (Fla. 1997). Homestead protections promote this interest "by securing to the householder a home, so that the homeowner and his or her heirs may live beyond the reach of financial misfortune." *Pub. Health Tr. of Dade Cnty. v. Lopez*, 531 So. 2d 946, 948 (Fla. 1988). This provision is liberally construed; "the Florida constitutional exemption of homesteads **protects the homestead against every type of claim and judgment except those specifically mentioned in the constitutional provision itself**[.]" (emphasis added) *Havoco of Am., Ltd. v. Hill*, 790 So. 2d 1018, 1021 n.5 (Fla. 2001); *Olesky v. Nicholas*, 82 So.2d 510 (Fla. 1955).

Homestead property is not subject to a judgment lien. *Moore v. Rote*, 552 So.2d 1150, 1154 (1989) *citing Olesky,* 82 So.2d at 512-513; *Daniels v. Katz*, 237 So.2d 58, 60 (Fla. 3d DCA 1970). The Florida Constitution protects homestead property from forced sale by creditors. *Snyder*, 699 So. 2d at 1001-02.

Essentially, any residence intended to be a Florida resident's principal residence will qualify as a Homestead. Here, there is no doubt that 107 Hilson Ct., Tavernier, FL 33070 [the Hilson Homestead Property] is, in fact, Michelle's homestead property. Michelle lived there immediately after it was purchased on November 11, 2016, and it was her residence.

Furthermore, the Hilson Homestead Property was previously adjudicated by Judge Helms in Michelle and Harley Kane's divorce case to be their homestead. *See* ***Exhibit D*** *at* ¶*11.* Thus, pursuant to the principal of *res judicata*, the Hilson Homestead Property [107 Hilson Ct., Tavernier, FL 33070] is protected homestead property, which Plaintiffs cannot legally dispute. Plaintiffs were well aware of the pending divorce matter, and in fact tried to intervene in that action. Plaintiffs' Motion to Intervene was denied based upon Judge Helms' finding that it was untimely filed.

Plaintiffs seek to establish and foreclose an equitable lien on the Hilson Homestead Property based on the conclusory bare bones allegation that Harley Kane and Michelle acquired the property "through fraud or egregious conduct." *See Complaint* ¶*16.* However, there has never been a finding that the parties obtained the Hilson Homestead Property through any improper means.

The origin of Plaintiffs' judgement (Harley Kane's Two Million Dollar Pre-Marital Debt) is a 2004 lawsuit filed by Plaintiffs against Harley Kane and others, which alleged, *inter alia*, fraud in the inducement against Harley Kane based on his bad faith conduct in negotiating a settlement with Progressive Insurance. In 2008 Judgment against Harley Kane, however, the Honorable Judge David Crowe specifically ruled against Plaintiffs and in favor of Harley Kane on the count of Fraud in the Inducement. *See* ***Exhibit A***. Judge Crowe found that "[r]egardless of whether couched in terms of quantum meruit, unjust enrichment, implied in fact or quasi contract, considering the totality of the circumstances … Plaintiffs are clearly entitled to reasonable compensation for the

services provided." *See* ***Exhibit A*** at p. 18. To be clear, the fraud count was dismissed, thus the issue of whether the funds comprising Harley Kane's Two Million Dollar Pre-Marital Debt were obtained through fraud or egregious conduct is *res judicata*.

Plaintiffs' April 2023 two million thirty-seven thousand five hundred dollars ($2,037,500.00) judgment (TBE Judgment) is based on the specific finding that "[p]ursuant to Sections 726.108(1) and 726.109(2), Fla. Stat., the transfer of $2,037,500 in December 2015 from Michelle and Harley Kane TBE … is avoided." *See* ***Exhibit C***. There is no legal connection between this judgment and the 2008 Judgment or the purchase of the Hilson Homestead Property, nor can one be argued. More importantly, Harley Kane's transfer of $2,037,500 in December 2015 from Michelle and Harley Kane TBE cannot be the basis for an exception to the Homestead exemption.

b. **The Florida Constitution Preempts All Florida Statutes, and No Exception to the Homestead Exemption Applies**

A Florida statute must always yield to the Florida Constitution. *Flynn v. Estevez,* 221 So. 3d 1241 (Fla. 1st DCA 2017). Thus, Florida's Homestead exemption as contained in the Florida Constitution supersedes any statutory fraud which Plaintiffs claim support the existence of an equitable lien entitling them to foreclose on the Hilson Homestead Property.

Exceptions to Homestead protection exist, but none apply in this case. For example, a court can impose an equitable lien on Florida Homestead property purchased with funds obtained through fraud or egregious conduct, but only where the funds from that conduct can be traced to the purchase of the Homestead property. *See Mazon v. Tardif (In re Mazon)*, 387 B.R. 641 (M.D. Fla. 2008) (applying Florida law).

In the seminal case of *Havoco of Am. v. Hill*, 790 So.2d 1018 (Fla. 2001), the Florida Supreme Court addressed a similar claim for an equitable lien based on a judgment for fraudulent

transfer. The *Havoco* court held that a Florida homestead property is protected even where the debtor acquired the homestead using non-exempt funds, with the specific intention of hindering, delaying or defrauding creditors in violation of Fla. Stat. 726.105 or Fla. Stat. 222.29 and 222.307. *See Id. Havoco* clearly supports the entry of summary judgment on behalf of Michelle Kane as the funds at issue were not procured as a result of a fraud on the Plaintiff.

The use of the homestead exemption to shield assets from the claims of creditors is not conduct sufficient in and of itself to forfeit the homestead exemption. *Id.* at 1028. There is nothing inherently wrong, fraudulent or illegal with the act of purchasing Homestead property to avoid creditors. The mere transfer of nonexempt assets into an exempt homestead with the intent to hinder, delay, or defraud creditors is not one of the three exceptions to the homestead exemption provided in Fla. Const. Art. X, § 4. The Florida Supreme Court has limited the exception allowing an equitable lien on homestead to those cases where the owner of the property has used the proceeds from fraud or reprehensible conduct to either invest in, purchase, or improve the homestead. *See Id*. at 1028.

Plaintiffs have not, and cannot, show that the money used to purchase the 107 Hilson Ct., Tavernier, FL 330070 ("The Hilson Homestead Property") was obtained through fraud or egregious conduct. Plaintiffs have not shown the necessary casual connection between the purchase proceeds and the fraud they allege. There was no finding of fraud related to Harley Kane's initial acquisition of the "Harley Kane's Two Million Dollar Pre-Marital Debt." *See* ***Exhibit A*** *at pgs. 21-22*. As stated above, pursuant to *res judicata* principles, that issue is resolved in favor of Michelle and against Plaintiffs.

And, although Plaintiffs' April 2023 judgment of two million thirty-seven thousand five hundred dollars ($2,037,500.00) (TBE Judgment) is based upon a fraudulent transfer, Harley Kane's conduct in transferring funds is completely separate from the alleged act of purchasing the

Hilson Homestead Property with fraudulently obtained funds. There has never been an allegation or suggestion that the funds in question were fraudulently obtained funds.

Plaintiffs' 2023 TBE Judgment does not create, or constitute the basis for, an equitable lien on the Hilson Homestead Property. Plaintiffs have simply not provided any evidence that the funds used to buy the Hilson Homestead Property in 2016 were obtained fraudulently.

Perhaps the single most import fact for this Court to consider in its analysis of this case is the following: It makes no difference whether the money obtained by Harley Kane for work performed in 2015 ($2.37 Million Dollar Distribution) was distributed to a TBE entity or to an account in Harley Kane's name only. That money was legally and properly earned, and taxes were paid on those funds. Choosing not to pay one's creditors or ignoring a judgement against oneself is not fraud. Purchasing necessities or luxuries rather than paying a bill or valid debt is not fraud.

Similarly, the act of transferring money to avoid a judgment creditor is not the same thing as the act of fraudulently obtaining money. Harley Kane's act of transferring money to avoid a judgment creditor, by itself, is not the type of fraud that the Homestead statute prohibits.

Thus, if Harley Kane received "Harley Kane's Two Million Dollar Pre-Marital Debt" in his name alone and purchased the Hilson Homestead Property in his name alone, it would have been completely legal under the factors set forth in *Havoco*.

Plaintiffs have no evidence that fraudulent or egregious conduct occurred which is connected to the funds used to purchase the Hilson Homestead Property, therefore, they are not entitled to an equitable lien.

Plaintiffs seek equitable relief against Michelle Kane in this case. However, Plaintiffs have not alleged that Michelle Kane perpetrated or participated in any fraudulent or egregious conduct whatsoever concerning the original source of the funds, or the purchase of the Hilson Homestead Property. In fact, in Michelle and Harley Kane's divorce, Judge Helms found that "It is unrebutted

that [Michelle and Harley Kane] did not even know each other when the underlying facts concerning [the TBE] Judgment occurred." *See* ***Exhibit D*** *at ¶14.*

Summary judgment should be granted in Michelle Kane's favor, as Plaintiffs' judgment cannot be the basis of an equitable lien for the reasons set forth above.

WHEREFORE, Defendant Michelle J. Kane, respectfully requests this Court enter an Order:

a. Granting the instant motion for summary judgment against Plaintiffs;

b. Awarding Plaintiff's Attorney's fees and costs; and

c. For any additional relief, this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY certify that on this 9th day of July, 2024, a true and correct copy of the foregoing was electronically served in compliance with Rule 2.516(a) and Administrative Order 13-49 through Florida Courts E-filing Portal on all counsel of record.

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EXHIBIT

“A”

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY CIVIL DIVISION

CASE NO.: 502004CA006138XXXXMBAO

STEWART TILGHMAN FOX & BIANCHI, P.A., a professional association; WILLIAM C. HEARON, P.A., a professional association; and TODD S. STEWART, P.A., a professional association,

Plaintiff(s),

vs.

KANE & KANE, LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER, a professional corporation; and CHARLES J. KANE, HARLEY N. KANE, LAURA M. WATSON and DARIN J. LENTNER, individually,

Defendant(s).
_____/

FINAL JUDGMENT

The above case came before the Court upon non-jury trial on the Plaintiffs' claims for fraudulent inducement, quantum meruit/unjust enrichment and constructive trust as set forth in the Third Amended Complaint and upon the Defendants, LAURA M. WATSON, P.A., LAURA M. WATSON and DARIN J. LENTNER's Counterclaims for Declaratory Relief. The Court has carefully considered all the pertinent pleadings, the exhibits submitted into evidence, has considered and weighed the testimony of the numerous witnesses, and has also resolved the conflicts in the testimony and evidence. The Court has also thoroughly considered the submittals of the parties both during trial and post-trial, the arguments of counsel, and has reviewed the numerous authorities cited both for and in opposition to the Plaintiffs' claims. Based upon the foregoing, the Court makes the following factual findings and legal rulings.

The facts and circumstances of the current litigation could be a case study for a course on professional conduct involving multi-party joint representation agreements and the ethical pitfalls surrounding such agreements when the interests of some of the attorneys and/or their clients come into conflict. While there are serious and strong concerns as to the conduct by some of the Defendant attorneys involved in this litigation, those issues need be resolved in a separate forum. While a number of reasonable compromises could be constructed to address these concerns and the equities between the respective parties, this Court does not have jurisdiction to construct such a compromise. That is not the function of the judicial system and such a resolution would have to be left to the parties. This Court's obligation and duty is limited to applying the law to the facts as this Court has found from the evidence in this case, regardless of the conduct of some of the attorneys. As a result, this Court has struggled with this case in an attempt to apply the law to the straightforward facts, while also attempting to do equity between the parties. Unfortunately, this decision will be unsatisfactory to some, if not all, the parties.

This case has its genesis in a methodology employed by various Progressive Insurance Companies for reducing or eliminating bills of a large number of healthcare providers under the PIP provisions of Progressive motor vehicle policies. The Defendant law firms represented approximately 441 healthcare providers throughout Florida who had some 2,500 PIP claims for unpaid bills and associated attorney's fees against Progressive. To obtain those clients, the law firms had pooled their resources, developed a joint business plan, established joint offices in Fort Lauderdale, Boca Raton, Orlando, Tampa and Jacksonville, conducted joint marketing programs and seminars promoting themselves as a group, prepared and used joint client intake forms, entered into joint special co-counsel contingency contracts in which all three firms agreed to jointly

represent the clients and assume joint responsibility for their claims. As a result, thousands of PIP claims were brought against Progressive on behalf of numerous healthcare providers. Each of the Defendant law firms maintained and handled their own clients and files. A decision was made by the Defendants in order to increase pressure on Progressive to settle those claims, Civil Remedy Notices were filed with the Florida Department of Insurance claiming that Progressive was guilty of bad faith handling of the healthcare claims. After initially being unable to settle on a global basis all of the PIP claims against Progressive, the Defendant law firms began exploring a possible bad faith claim against Progressive.

Ultimately, after a series of meetings with the law firm of Slawson, Cunningham, Whalen and Stewart, P.A., that law firm undertook the handling of a bad faith claim against Progressive. The attorney responsible for that lawsuit (hereafter referred to as the *Goldcoast* case) was Todd Stewart. Shortly after the lawsuit was initiated, however, changes were made in the Slawson firm which necessitated finding additional counsel.

Thereafter, Larry Stewart was contacted by his son, Todd Stewart, about handling this lawsuit and in February 2002 Larry Stewart met with former Defendants Marks, Fleischer and with Defendants LENTNER and WATSON to discuss the *Goldcoast* bad faith lawsuit. At that time, a series of representations were made including; (1) the Defendants working together had amassed a client base of hundreds of doctors with thousands of PIP claims against Progressive; (2) Progressive utilized a bogus scheme and phony excuses not to pay the doctors; (3) when push came to shove Progressive paid the full amount that was due; (4) the healthcare providers were upset and wanted to pursue bad faith claims against Progressive to put a stop to their practices; (5) the Defendant

lawyers wanted to go forward with these cases independent of the physicians; (6) that the healthcare providers wanted the claims pursued and were not merely seeking to put pressure on Progressive to settle the PIP claims. The Defendants deny making most of these representations but the Court finds to the contrary.

All of the Plaintiffs testified in detail as to the various meetings and representations that were made. In addition to the Plaintiffs' testimony, DARIN J. LENTNER and Amir Fleischer, while refusing to acknowledge that specific representations were made, admitted that many of these subjects were discussed with the Plaintiffs. Importantly, the actions of the Defendants subsequent to these meetings is circumstantial evidence that these representations were, in fact, made. For example, when Plaintiffs sought additional bad faith clients, all the Defendants readily complied. Likewise, when the Defendants settled PIP claims they preserved the clients' bad faith claims. When it came time for settlement discussions with Progressive, Defendants supplied the information concerning the entire universe of bad faith claims, including a complete list of their clients and bad faith claims and data on the status of the claims and also approved the strategy that the combined client list would govern any settlement. Further, both the Defendants WATSON and LENTNER informed Progressive that any bad faith discussion would have to be with the Plaintiff. During settlement negotiations, the Defendants gave full authority to and raised no objection to the Plaintiffs negotiating a global settlement of all the bad faith claims of all clients, not just those named Plaintiffs in the *Goldcoast* cases. These representations were made numerous times by various parties over the course of the underlying litigation until shortly before the settlement with Progressive by the Defendant law firms.

The testimony in regard to the KANE Defendants' specific representations was, however, somewhat vague and unclear. What was clear, however, was that both HARLEY and CHARLES KANE were present at numerous meetings and/or were privy to numerous e-mails which clearly indicated their consent, ratification and joinder in this course of action. While the KANES deny any authority to pursue bad faith claims, they operated as though they had authority to pursue such claims. They filed civil remedy notices on behalf of their clients, claiming that Progressive acted in bad faith; they joined together with the other Defendants to seek class action/bad faith counsel. In addition, as they settled individual PIP claims they preserved the associated bad faith claims and refused to give general releases; and in the end settled all of their clients' bad faith claims and represented to Progressive that they were so authorized.

After beginning work, the Stewart firm asked William C. Hearon to assist in the prosecution of the bad faith claims. On April 16, 2002, Hearon also met with former Defendants Amir Fleischer and Gary Marks to assess the claims himself. At that meeting, Messrs. Fleischer and Marks made the same representation they had to Larry Stewart.

In a second meeting, on April 24, 2002, Plaintiffs reached agreement with the Defendant law firms concerning how the work would be handled. Attorneys' fees were to be split between Plaintiffs and Defendant law firms with 60% of any bad faith attorneys' fees going to the Plaintiffs. Defendants were to handle all client communications, continue to perfect and send the bad faith claims to Plaintiffs, and assist with any bad faith discovery directed to their PIP clients. The Plaintiffs were to prosecute the bad faith claims and assist the Defendants as needed. Plaintiffs and Defendants also prepared a fee contract to use in connection with the bad faith claims that provided for a 40% contingency fee, reflected the above fee division, and, because it was believed there would

ultimately be global settlement, provided that the proceeds of such a settlement would be divided among the clients based on the clients' actual losses. It is clear from reading this contract that it was contemplated that additional bad faith claims would be added as they were perfected by the Defendant law firms, and that the named Plaintiffs in the *Goldcoast* cases would be expanded.

At the outset the Stewart team prepared an extensive background memorandum about Progressive's practices, investigated the various Progressive companies that were involved in the scheme and developed a litigation strategy. Based on that work, the allegations in the *Goldcoast* case were changed and additional plaintiffs and defendants were added, with the former executing the form contingent fee contract as they were joined. In addition, Plaintiffs launched discovery by filing extensive Requests to Produce.

The Plaintiffs worked on the bad faith case and claims for approximately two years, during which time there was extensive discovery, thousands of pages of documents were produced, and there were multiple objections, motions to compel and hearings. The issues were sufficiently complex that, with the consent of both parties, a Special Master was appointed and Plaintiffs obtained two critical rulings: (1) that Progressive had waived any attorney-client objection to a large amount of its internal documents concerning its bill discounting activities and (2) that Progressive's payment of the underlying PIP claims was *res judicata* as to the reasonableness of the healthcare providers' bills. Throughout this period Defendants and their law firms continued to preserve and perfect their clients' bad faith claims as they occurred and continued to assist and cooperate with the Plaintiffs.

In April, 2003 *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (3003), was decided. Plaintiffs claim, that while they were initially concerned about the implications of *Campbell*, they ultimately concluded it would not have a significant impact on the claims. Defendants claim that as a result of this decision and for other reasons the Plaintiffs wanted to quit and had to be talked into continuing to handle the *Goldcoast* case. Either way, Plaintiffs continued to aggressively pursue the *Goldcoast* case and the settlement of all bad faith claims.

During 2003 not only WATSON and LENTNER but also the Plaintiffs attempted to initiate settlement discussions with Progressive on a global basis but were unsuccessful. Progressive's attitude toward settlement, however, radically changed in December 2003 when the Fourth District Court of Appeal denied its petition for a writ of certiorari seeking to prohibit the production of certain internal operational documents, thereby affirming the Special Master determination that there had been a waiver of all privileges. Progressive was, therefore, faced with having to produce these documents, and as a result agreed to discuss settling the universe of bad faith claims (not only those claims of the *Goldcoast* Plaintiffs but all perfected, unperfected and potential bad faith claims of all the healthcare providers). To assist in negotiations, Plaintiffs again requested information from Defendants about the universe of claims and, in early January, Plaintiffs and Defendants met to develop and agree on a settlement strategy. At the meeting Defendants reaffirmed their earlier representations regarding their own and the healthcare providers' intentions concerning the bad faith claims and the parties agreed, subject to the clients' ultimate approval, to demand $20 million to settle the entire universe of bad faith claims. Following that meeting, Defendant law firms provided Plaintiffs with detailed information concerning their clients and their claims, as well as clients lists that were

merged into a single list of 441 clients. This list was to be the basis of any settlement agreement. After an exploratory meeting with Progressive, Plaintiffs met with Progressive on January 21, 2004, presented the client and claims information, made a demand for $20 million to settle all the perfected and potential bad faith claims, and reported this to the Defendants.

After several months of settlement negotiations Progressive indicated that it might want to resolve not only the bad faith claims but also the pending PIP claims. The Defendant law firms authorized Plaintiffs to negotiate the settlement of the PIP claims and also agreed to increase the attorneys' fees to the Plaintiffs from the bad faith portion of any recovery.

On April 19, 2004 Larry Stewart attended a mediation at which Progressive offered $3.5 million to settle all of the pending, perfected and potential bad faith claims. According to the mediator, Progressive had $6 million to $7 million to offer for the bad faith claims, but no agreement was reached at the time. Nevertheless, the Plaintiffs continued to put pressure on Progressive by demanding production of the privileged documents from Progressive. This resulted in efforts by Progressive to avoid production, an order compelling production, a sanction order and a hearing to determine the amount of those sanctions.

While the Plaintiffs were pressing for production of the attorney-client and/or privileged documents and Defendants were urging them to keep up their efforts, the Defendant law firms, without the knowledge or consent of the Plaintiffs, settled all of their clients' PIP and bad faith claims, whether the latter were filed, perfected or just potential, by accepting Progressive's offer of $14.5 million. The settlement was reached on Friday, May 14, 2004. On Sunday, May 16, 2004, all of the Defendants met with Progressive's

attorneys and assisted in drafting a Memorandum of Understanding ("MOU"). The MOU made it clear that all PIP and all bad faith claims, whether filed, perfected or just potential, were being settled for an undifferentiated sum, and in the MOU the Defendants represented that they had the full authority to settle all of the claims and agreed that, if necessary, they would defend and hold Progressive harmless against the claims of their own clients.

The Defendants claim that the MOU was only an agreement to agree, or just a letter of intent. Such a claim, however, is contrary to the specific terms of the MOU and inconsistent with the way the Defendants acted upon it. The Court finds that the MOU was a binding contract. The only thing required to trigger payment was the delivery of the requisite number of releases. The Defendants' actions also belie their contentions. Defendants treated the settlement as completed even before the MOU was drafted, told Plaintiffs the case was settled before seeking any client approval, informed the court and opposing counsel that the case was settled before seeking client approval, and not only treated it as a completed settlement but also called it a settlement.

The initial MOU allocated the $14.5 million as follows: Marks & Fleischer - $5,000,000.00; LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER - $4,000,000.00; KANE & KANE - $5,500,000.00. This MOU did not allocate any of the proceeds to the "bad faith" claims (whether part of the *Goldcoast* cases or not). The Court finds that this procedure was utilized by the Defendant law firms in order to allocate almost 90% of the initial settlement proceeds to attorney's fees. Although aware there were serious flaws in this settlement procedure, the Defendants nevertheless moved forward with the settlement. To trigger payment under the MOU, the Defendant law firms had to deliver complete releases from all the *Goldcoast* Plaintiffs and 90% of the other clients. To obtain

those releases which not only included the PIP claims but also any filed, perfected or potential bad faith claims, the Defendant law firms jointly drafted a letter to the *Goldcoast* Plaintiffs that failed to disclose that although nothing was being allocated to the bad faith claims, the settlement included compensation for these claims. This letter also failed to disclose the amount of the settlement, the amount of the attorney's fees being taken or the value of the bad faith claims being released. The methodology used by the Defendant law firms in creating this settlement violated a number of rules, including Rules 4-1.5(f)(1) and (5), 4-1.7(a), (b) and (c) , 4-1.8 and 4-1.8(g) and 4-1.4 of the Rules of Professional Conduct.

After objections were raised by Plaintiffs to this settlement, and after consultation with their attorney, on June 16, 2004, the Defendant law firms modified the original settlement by unilaterally and arbitrarily allocating $1.75 million to the *Goldcoast* bad faith claims and reducing their share of the settlement proceeds to fund this reallocation. Under the amended MOU (and exclusive of the *Goldcoast* allocation), Marks & Fleischer received $4,380,000.00, LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER $3,075,000 and KANE & KANE $5,250,000.00. This reallocation of the settlement proceeds required contributions to fund the *Goldcoast* amount as follows: Marks & Fleischer $575,000.00, KANE & KANE $250,000.00 and LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER $925,000.00.1 Although the Kane & Kane law firm had no actual clients in the *Goldcoast* case they nevertheless contributed out of their clients' allocated settlement $250,000.00 toward the *Goldcoast* litigation. Under the amended MOU, the remaining approximate 400 clients who were not actual parties to the *Goldcoast* litigation, were to still receive nothing for their unfiled, perfected and potential bad faith

1 The Court notes that the testimony indicated that although Marks & Fleischer paid $575,000.00 out of their original settlement allocation toward the *Goldcoast* case, the math does not equal the amounts they received in final settlement, $4,380,000.00. However, given this Court's decision, it would make no difference in the ultimate outcome.

claims, although they were required to release those claims. Again, the clients were not notified of the specifics of the settlement, were not advised of the total settlement, the amount of the attorney's fees, or who was to receive exactly what in the settlement. The largest portions of the settlement proceeds of the *Goldcoast* case was paid to Goldcoast Orthopedics (and as a result, LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER allocated more to this settlement than the other law firms). This was the result of a "side deal" that had been entered into between *Goldcoast* and the WATSON law firm without the knowledge of the Plaintiffs that they would receive a certain guaranteed amount from the *Goldcoast* case. From the reallocated proceeds, the Defendant law firms ended up taking over $10,960,000.00 in PIP fees, their portion of the *Goldcoast* attorney's fees and over $760,000.00 in costs. The Defendants gave conflicting reasons for this reallocation, but the Court finds that the real reason was to maximize attorney's fees recovery and to limit the amounts the Plaintiffs could claim in fees while attempting to cure, after the fact and on the surface only, serious ethical flaws in the settlement procedure. In this Court's view, the amendment to the MOU did not cure the violations of the Rule of Professional Conduct noted above.

Once the Defendant law firms received the settlement proceeds on June 22, 2004, they discharged the Plaintiffs. At the same time, Defendant law firms filed Notice of Appearance in the *Goldcoast* case, cancelled the sanctions hearing scheduled for the next morning and dismissed the case with prejudice.

The amounts taken by the Defendant law firms as attorneys' fees for the PIP cases exceeded the fees they had earned in those cases. The PIP cases were county court actions that were repetitive in nature. Most of the work was done by clerical staff and/or paralegals, and there were standardized forms for everything from pleadings, motions and

correspondence to checklists. The amount of attorney time required for the claims was not substantial and none of the PIP claims against Progressive were ever tried.

Nevertheless, in an effort to justify their fees, the Defendants presented "estimates" of the time spent on their Progressive PIP cases. The Court finds those estimates neither competent nor credible for a number of reasons. The Defendants claimed to have time records for all or at least some of their files but offered no explanation for their failure to produce complete records. The time records that were introduced had time entries that were grossly inflated and staff time billed as attorney's time and at attorney's rates. There is no reason to believe that Defendants' "estimates" are not equally inflated and unreliable. Although the Defendants listed expert witnesses to testify as to the reasonableness of their fees and the WATSON Defendants had one to testify on unjust enrichment, they elected not to offer any expert testimony. *See, e.g., Crittenden Orange Blossom Fruit v. Stone*, 514 So.2d 351, 343 (Fla. 1987); *Fitzgerald v. State*, 756 So.2d 110, 112 (Fla. 2nd DCA 1999); *Cooper v. Cooper*, 406 So.2d 1223, 1224 (Fla. 4th DCA 1981).

The credibility of the KANE & KANE's trial "estimates" are seriously questioned by the testimony that in 2005 KANE & KANE created Progressive case time records for purposes of this litigation. They were created by associates who worked under the threat of their compensation being withheld. The resulting records inflated the time expended, "billed" clerical and staff work at attorney's rates. In addition, after the time records were created, HARLEY KANE modified them. At trial, HARLEY KANE conceded that those records were "excessive" and claimed that, instead of relying on those records, he made a "conservative" estimate.

LAURA WATSON claimed that she spent 7,200 hours on the Progressive PIP cases, which would be over 34 hours per week for over four years. But the WATSON law firm Scheduling Calendar shows that for most of the time less than 50% of her scheduled items involved the Progressive claims. In addition, the case data that LAURA WATSON produced during the underlying *Goldcoast* case showed the WATSON law firm averaged less than now claimed in attorney fees per claim on its Progressive cases.

Based upon the foregoing facts, the Plaintiffs have sought recovery against the Defendants on three separate but interrelated legal theories: fraudulent inducement, quantum meruit and/or unjust enrichment. Plaintiffs also a seek constructive trust as set forth in the Third Amended Complaint.

Initially, the Plaintiffs contend that Defendants fraudulently induced them into entering into the agreement to represent the *Goldcoast* Plaintiffs. In essence, the Plaintiffs argue that the Defendants set in motion a scheme from the start which was intended to merely induce the Plaintiffs to pursue the bad faith claims with the intention of always sacrificing those bad faith claims and any potential bad faith claims for the benefit of the PIP claims and more specifically to aggrandize their fees. The facts and actions of the Defendants over a two year period from the date of initial representation until the settlement, however, do not support that conclusion. The actions of the Defendants throughout the progress of the bad faith litigation indicated that they were acting in accordance with their representations from the start. The Defendants assisted whenever requested, settled cases without dismissing bad faith claims, turned over information to assist in the bad faith litigation, and on occasion ordered transcripts to assist in prosecution of that case. Most importantly, all the Defendants gave the Plaintiffs complete authority to settle not only the PIP claims but also the bad faith claims at

mediation, conduct which simply cannot be reconciled with an ongoing fraudulent plan or scheme. Moreover, the Defendant Lentner's actions in attempting to get Holy Cross to join in the *Goldcoast* cases is also inconsistent with such a fraudulent plan. It was only after April 2004 that the Defendant law firms decided to settle directly with Progressive and attempt to exclude and/or to severely limit the Plaintiffs from participation in the settlement and began to formulate a plan to maximize their attorney's fees. Progressive contacted former Defendant Amir Fleischer to discuss a settlement of his clients' claims and he agreed to serve as an intermediary between Progressive and the Defendant law firms. Ultimately settlements of the KANE & KANE cases as well as the WATSON law firm cases were finalized with Progressive to the complete exclusion of the Plaintiffs.

Plaintiffs also seek recovery from the Defendants based upon theories of quantum meruit and/or unjust enrichment. There has been confusion in the courts as to these legal theories and, in fact, courts have on occasion treated unjust enrichment and quantum meruit synonymously. *See e.g., Maloney v. Therm Alum Industries Corp.*, 636 So.2d 767, 769 (Fla. 4th DCA, *rev. denied*, 645 So.2d 456 (Fla. 1994). Quantum meruit can reference two separate causes of action, one based upon a contract implied in law, and one based upon a contract implied in fact. *See, Commerce Partnership 8098 Limited Partnership v. Equity Contracting Co., Inc.*, 695 So.2d 383 (Fla. 4th DCA 1997). However, there has been a blurring of the distinction between contracts implied in fact and quasi contracts by reason that both theories often apply in the same case. Generally a contract implied in fact is when one party has performed services at the request of another without discussion of compensation. Under such circumstances, the law implies a contract in fact. *Id.* However, in circumstances where there is no enforceable express or implied in fact contract, but a defendant has received something of value or has otherwise benefited

from the services, recovery under a quasi contract theory may be appropriate. *Id.*

Under quantum meruit, the totality of the circumstances surrounding each situation should be considered in determining the reasonable value of the services. *Searcy, Denney, Scarola, Barnhart & Shipley, P.A. v. Poletz*, 652 So.2d 366, 369 (Fla. 1995). While 4-1.5(b) of the Rules of Professional Conduct may provide guidance in determining such a reasonable fee, the facts necessarily vary from case to case. *Id.* The ultimate determination, however, must rest with the sound discretion of the trial court. *Id.*

It was the Defendants who requested Plaintiffs perform the legal services and implied in that request is an obligation to pay. Those services were accepted by and benefited the Defendant law firms, who had the most to gain given their claims for attorney's fees. Moreover, the Defendants admitted at trial that Plaintiffs are entitled to be paid for their work. *See, Rash, Katzen & Kay, P.A. v. Horton*, 476 So.2d 724, 725 (Fla. 3d DCA 1985)(trial counsel who hired appellate counsel liable on quantum meruit basis).

Defendants nevertheless claim that Plaintiffs' recovery must be based solely on the fees they would have earned in the *Goldcoast* case since the named Plaintiffs there were the only clients with whom they had written fee agreements. While written fee agreements are required before an attorney can accept a contingent fee they need not be entered into before the work is done. *Rule 4-1.5 of Professional Conduct. See, e.g., Lugassy v. Independent Fire Ins. Co.*, 636 So.2d 1332 (Fla. 1994)(contingent fee contract modifiable before verdict); *Corvette Shop & Supplies, Inc. v. Coggins*, 779 So.2d 529 (Fla. 2nd DCA 2000)(fee agreement executed after trial – rule intended to protect the client). Here the plan was always that the Defendant law firms would obtain fee agreements from all the potential bad faith claimants if and when it appeared that their claims were to be settled. The only reason those agreements were never obtained is the manner in which

Defendant law firms settled the case. They are, therefore, trying to benefit by their own wrongdoing. Regardless, the absence of fee agreements would only mean that Plaintiffs would be entitled to a fee for their work based upon quantum meruit, as attorneys without a written contingent fee agreement. *See Chandris, S.A. v. Yanakakis*, 668 So.2d 180, 186 n.4 (Fla. 1995); *Lackey v. Bridgestone/Firestone, Inc.*, 855 So.2d 1186 (Fla. 3rd DCA 2003), or out of the common fund their efforts created. *Truman J. Costello, P.A. v. City of Cape Coral*, 693 So.2d 48 (Fla. 2nd DCA 1997).

It was clear from the evidence that any settlement would ultimately be a global settlement of all the bad faith claims, nor could it reasonably be argued that Progressive would have settled on any other basis. Therefore, to limit Plaintiffs' fees only to the *Goldcoast* cases ignores the obvious, is contrary to the understanding of the parties to the litigation and would result in a windfall to the Defendant law firms, a windfall they did not earn. Moreover, it would give credence to the methodology used to settle the case and ratify the unilateral allocation of funds to the bad faith case, which allocation was contrary to the evidence at trial.

Defendants also claim the Plaintiffs' recovery should be limited to the $420,000.00 (i.e., 60% of the 40% fee on the $1,750,000.00 *Goldcoast* allocation) because the Plaintiffs are "bound" by the settlements, i.e. the *Goldcoast* Plaintiffs' decision to accept $1.75 million and the remaining bad faith claimants' decision to accept no money for their claims. However, while clients have the right to settle their claims, when it is done without the attorney's knowledge in such a way to eliminate or reduce his fee, it amounts to fraud and the attorney is not bound by the settlement. *See e.g, United States v. Transocean Air Lines, Inc.*, 356 F.2d 702, 705 (5th Cir. 1966); *Brown v. Vermont Mut. Ins. Co.*, 614 So.2d 574, 580 (Fla. 1st DCA 1993). *See e.g., Ellis Rubin, P.A. v. Alarcon*, 892

So.2d 501 (Fla. 3d DCA 2004); *Ingalsbe v. Stewart Agency, Inc.*, 869 So.2d 30 (Fla. 4th DCA 2004); *Farish v. Bankers Multiple Line Ins. Co.*, 425 So.2d 12 (Fla. 4th DCA 1982), *aff'd in relevant part*, 464 So.2d 530 (Fla. 1985); *Yanakakis v. Chandris, S.A.*, 9 F.3rd 1509 (11th Cir. 1993). While it was not the client's conduct but that of the Defendant law firms which attempted to eliminate or reduce the fees of the Plaintiffs, there is no reason the same rule should not apply.

Defendants also contend that the Plaintiffs are also limited to $420,000.00 by operation of the "quantum meruit limited by contract" rule (i.e., that a discharged attorney seeking fees on a quantum meruit basis cannot recover more from the client than he would have under his contract). *Rosenberg v. Levin*, 409 So.2d 1016, 1021 (Fla. 1982); *Searcy*, 652 So.2d at 368. Such a rule, however, should have no application here. Plaintiffs are not seeking quantum meruit fees from the clients, and neither *Rosenberg* nor *Searcy* involved or concerned, whether Plaintiffs' rights are limited by Defendant law firms' settlement of the bad faith claims based upon their unilateral, arbitrary and artificial allocation of the proceeds so as to maximize their own fees.

Plaintiffs also claim damages based on the unjust enrichment of the Defendants [i.e., where there is no enforceable express or implied contract and the Defendant has received something of value, or has otherwise benefited from the service provided. *Commerce Partnership 8098 Limited Partnership, supra* at 387]. Defendants argue, however, that the PIP attorneys are entitled to approximately $11 million in fees while Plaintiffs are entitled to just $420,000. Based upon the facts of this case, such an award would constitute unjust enrichment and would allow the Defendant law firms to benefit by the work of the Plaintiffs and reward their improper conduct in the manner they settled the claim. Neither law nor equity can allow such a result. The attorneys' fees that

were earned in the PIP litigation represented only a percentage of the combined value of the PIP and bad faith claims, and the value of the latter was a benefit conferred by the Plaintiffs' efforts. The bad faith claims were an important pressure point on Progressive, they represented the biggest damage threat, they were a driving force behind the settlement, and their release was one of the principal considerations for the settlement. Moreover, it was Plaintiffs' labor that made a global settlement of the PIP claims possible. In addition to being disproportionately rewarded, Defendant law firms' after the fact conduct and methodology in their settling the "bad faith" claim – also amount to circumstances that make it unjust for the Defendant law firms to retain the benefits Plaintiffs conferred. *Duncan v. Kasim, Inc.*, 810 So.2d 968, 971 (Fla. 5th DCA 2002). The Defendant law firms' unilateral, and after the fact, allocation of certain funds to the bad faith claims does not change the fact that the Plaintiffs are entitled to, nor should the Defendant law firms' conduct limit, the reasonable fees for the services performed.

Regardless of whether couched in terms of quantum meruit, unjust enrichment, implied in fact or quasi contract, considering the totality of the circumstances and for the reasons set forth above, the Plaintiffs are clearly entitled to reasonable compensation for the services provided, and not limited by the Defendant law firms' unilateral, arbitrary and artificial allocation of the proceeds. While this Court has no difficulty in determining that the Plaintiffs are entitled to a reasonable fee, not limited to the percentage of the recovery in the *Goldcoast* case, the determination of the amount of such a reasonable fee is complicated.

Nevertheless, the evidence clearly demonstrates that the Plaintiffs brought their significant reputation and experience to the bad faith claims; the bad faith claims were complex and required considerable skill; the undertaking of them precluded other

employment by the Plaintiffs; the bad faith claims imposed significant responsibilities on the Plaintiffs; their fee was contingent on the outcome; and they expended over 1,200 hours before being discharged without cause. The Plaintiffs work resulted in favorable rulings which opened the door to settlement when Defendants had been unable to make any progress in that regard on their own. In addition, the evidence establishes that Defendant law firms unfairly deprived Plaintiffs of a fee by ignoring multiple conflicts of interest, misrepresenting the terms of the settlement to the Plaintiffs, misrepresenting the terms of the settlement to the clients to obtain the releases to trigger payment, manipulating the allocation of the settlement to obtain most of it as attorneys' fees, and by discharging Plaintiffs for no reason. Based upon the evidence, the Court, therefore, finds that the Plaintiffs were 50% responsible for the result achieved. Nevertheless, an award of 50% is a maximum award and does not consider the services provided by the Defendant law firms in representation of the universe of PIP claimants. In this context, the Court accepts the testimony of Larry Stewart as to the reasonable value of the services performed by the WATSON firm and the KANE & KANE firm. Based upon that testimony, the Court finds that a reasonable fee earned by the WATSON firm for the PIP cases would be $1,541,000.00 (more than 50%) and a reasonable fee for KANE & KANE for the PIP cases is $1,912,500.00 (less than 50%). Marks & Fleischer, P.A. received $4,380,000.00 in the reallocated settlement of which $4,000,000.00 went to attorney's fees. Excluding the *Goldcoast* allocation in the Amended MOU, KANE & KANE settled their client's PIP claims for $5,250,000.00, from which they received $4,000,000.00 in attorney's fees and the WATSON firm received $3,075,000.00 in settlement of which $2,522,792.00 went to attorney's fees. Therefore, based upon the above and after considering all relevant circumstances, the totality of the circumstances, and the factors under Rule of

Professional Conduct 4-1.5(b), the Court finds a reasonable fee to the Plaintiffs on behalf of the WATSON clients is $981,792.00 ($2,522,792.00 less $1,541,000.00) and a reasonable fee on behalf of the KANE & KANE clients is $2,000,000.00 (50% of $4,000,000.00).

Nevertheless, the Plaintiffs seek "benefit of the bargain damages in its claims against the Defendant law firms. In essence, they contend they are entitled to what they would have received had they been allowed to continue to handle the bad faith litigation. In this context, they introduced expert testimony as to the "value" of the bad faith litigation. Even assuming that "benefit of the bargain damages" are allowable under the theories pied, such damages may only be considered when the evidence is reasonably certain. The evidence cannot be so vague as to cast virtually no light upon the issue. *See e.g., Meadows v. English, Machaughan & O'Brien, P.A.*, 909 So.2d 926 (Fla. 4th DCA 2005). In this case, the Court finds that the "expert's opinion" as to the alleged "settlement value" or "value" is totally speculative and not probative. The Court finds such testimony is predicated upon unknown and unquantifiable facts. *See., Fla. Stat. 90.702.*

The Plaintiffs also seek a constructive trust. The elements of constructive trust are: (1) a promise, express or implied; (2) a transfer of the property and reliance thereupon; (3) a confidential relation; and (4) unjust enrichment. *See e.g., Provence v. Palm Beach Taverns, Inc.*, 676 So.2d 1022, 1024 (Fla. 4th DCA 1996); *Abele v. Sawyer*, 750 So.2d 70 (Fla. 4th DCA 1999). Not only has this Court previously ruled that a fiduciary relationship cannot be found in the instant case for reasons set forth in *Beck v. Wecht*, 28 Cal. 4th 289 (Cal. 2002), the Plaintiffs have failed to establish the requirements of a constructive trust under the facts of this case.

The Plaintiffs also suggest that DARIN LENTNER and LAURA WATSON should be individually responsible for the quantum meruit/unjust enrichment fees. First, there was no evidence presented as to the value, if any, individually conferred upon either. It was undisputed that LENTNER was an employee of the WATSON law firm and that WATSON was the shareholder/president of LAURA M. WATSON, P.A. and LAURA M. WATSON, P.A. was the party to all the contracts. There was no evidence that DARIN LENTNER or LAURA WATSON was ever a party to any such agreements. It is also undisputed that any and all payments related to the settlement were made to the law firm of LAURA M. WATSON, P.A. d/b/a WATSON & LENTNER and all the attorney's fees were paid to the law firm. Generally, when a corporation is allegedly unjustly enriched, an action against individual directors, officers or shareholders will not lie simply because the assets can ultimately be traced from the corporation to the individual as long as the corporation retains its legal existence. *See e.g., United States v. Dean Van Lines*, 531 F.2d 289, 292-93 (5th Cir. 1976).

Former Defendants Marks & Fleischer settled the Plaintiffs' claims by a voluntary payment to the Plaintiffs and are no longer a party to this litigation.

Based upon the foregoing, it is

CONSIDERED, ORDERED AND ADJUDGED as follows:

1. In order to state a cause for fraud in the inducement, Plaintiffs were required to prove: (1) a false statement of a material fact; (2) knowledge of the falsity; (3) Defendants' intent that representation induced Plaintiffs to rely upon and act upon it and (4) injury to Plaintiffs and justify reliance upon the representation. *Samuels v. King Motor Company of Ft. Lauderdale*, 782 So.2d 489 (Fla. 4th DCA 2001). Based upon the findings of facts aforesaid, the Court finds for the Defendants against the Plaintiffs on the claims for

fraud in the inducement and the Defendants shall go hence without day in regard to said claims. Since the fraud in the inducement claim is the only claim which would support a claim for punitive damages, the Plaintiffs' claim for punitive damages also must fail.

2. Final Judgment be and the same is hereby entered in favor of the Plaintiffs, STEWART TILGHMAN FOX & BIANCHI, P.A., WILLIAM C. HEARON, P.A. and TODD S. STEWART, P.A., and against LAURA M. WATSON, P.A., d/b/a WATSON & LENTNER, in the amount of $981,792.00, for which let execution issue.

3. Final Judgment be and the same is hereby entered in favor of the Plaintiffs, STEWART TILGHMAN FOX & BIANCHI, P.A., WILLIAM C. HEARON, P.A. and TODD S. STEWART, P.A., and against the Defendants, KANE & KANE, HARLEY N. KANE and CHARLES J. KANE, jointly and severally, in the amount of $2,000,000.00, for which let execution issue.

4. Plaintiffs are also entitled to pre-judgment interest on their award. Since the Florida Supreme Court's decision in *Argonaut Ins. Co. v. May Plumbing Co.*, 474 So.2d 212, 215 (Fla. 1985), whenever a verdict or judgment has the effect of fixing an otherwise unliquidated pecuniary loss as of a prior date, the plaintiff is entitled to an award of prejudgment interest. *See e.g., Mercedes-Benz of North America, Inc. v. Florescue & Andrews Investments, Inc.*, 653 So.2d 1067 (Fla. 4th DCA 1995)("an award of prejudgment interest is nondiscretionary once the amount of loss is ascertained") And that includes for unjust enrichment, *e.g., Burr v. Norris*, 667 So.2d 424, 426 (Fla. 2d DCA 1996); and for quantum meruit. *E.g., Rohrback v. Dauer*, 528 So.2d 1362, 1364 (Fla. 3d DCA 1988). The Court's award bears interest at the statutory rate of 7% from June 22, 2004, the date the settlement proceeds were received by the Defendants, through the end of 2005, 9% during the year 2006, and 11% thereafter.

5. Based upon the above findings of fact, the Plaintiffs' claim for Constructive Trust is hereby denied.

6. All other claims not otherwise set forth above are hereby denied.

7. A copy of this opinion is being forwarded to The Florida Bar for action, if any, in regard to this Court's finding of violations of Rules of Professional Conduct 4-1.5(f)(1) and (5)4-1.7(a)(b) and (c), 4-1.8 and 4-1.8(g) and 4-1.4.

DONE AND ORDERED this ____ day of April, 2008, in West Palm Beach, Palm Beach County, Florida.

SIGNED AND DATED

APR 24 2008

JUDGE DAVID F. CROW

DAVID F. CROW
CIRCUIT COURT JUDGE

Copy furnished:
CHRISTIAN D. SEARCY, ESQUIRE, P. O. Drawer 3626, West Palm Beach, FL 33409
LARRY S. STEWART, ESQUIRE, One S. E. Third Ave., Suite 3000, Miami, FL 33131
WILLIAM C. HEARON, ESQUIRE, One S.E. Third Ave., Suite 3000, Miami, FL 33130
IRWIN R. GILBERT, ESQUIRE, 11382 Prosperity Gardens, Suite 222-223F, Palm Beach Gardens, FL 33410
PETER R. GOLDMAN, ESQUIRE, P. O. Box 14010, Ft. Lauderdale, FL 33302
JOHN P. SEILER, ESQUIRE, 2850 North Andrews Ave., Wilton Manors, FL 33311
THE FLORIDA BAR, Department of Lawyer Regulation, 650 Apalachee Parkway, Tallahassee, FL 32399-2300

EXHIBIT

“B”

DocH 2101049 11/30/2016 10:28AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

11/30/2016 10:28AM
DEED DOC STAMP CL: Krys $7,525.00

Prepared by and return to:
Ostrega Law Firm, P.A.
7050 Montrico Drive
Boca Raton, FL 33433

DocH 2101049
BkH 2827 PgH 2474

Parcel Identification Number:
00480111-023400

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **11th** day of **November**, **2016** between **HAMMER POINT 107 HILSON, L.L.C., a Florida limited liability company** whose post office address is 4151 Winners Circle East, Davie, Florida 33330, grantor, and **Harley N. Kane and Michelle J. Kane, husband and wife as tenants by the entirety,** whose post office address is 11054 Misty Ridge Way, Boynton Beach, Florida 33473, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County**, **Florida** to-wit:

Lot 234, HAMMER POINT PARK, according to the plat thereof as recorded in Plat Book 6, Page 35, Public Records of Monroe County, Florida.

Parcel Identification Number: 00480111-023400

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

To Have and to Hold, the same 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 the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**.

Doc# 2101049
Bk# 2827 Pg# 2475

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

PAUL A. ANDRULONIS
Managing Member and Authorized Agent for:
Hammer Point 107 Hilson, L.L.C.

Printed Name: David Dineck

Witness Signature

Printed Name: Nancy F. Ferreira

STATE OF FLORIDA
COUNTY OF Broward

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of November 2016 by Paul A. Andrulonis who is personally known to me or has produced a drivers license as identification.

My commission expires: 2-16-20

Notary Public

ANDREW OSTREGA
MY COMMISSION # FF961441
EXPIRES February 16, 2020
(407) 398-0153 FloridaNotaryService.com

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT

“C”

Filing # 171506420 E-Filed 04/21/2023 10:38:08 AM

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO. 50 2004 CA 006138 XXXX MB AO

STEWART TILGHMAN FOX & BIANCHI,
P.A., et al.,
Plaintiffs,
v.

KANE & KANE, LAURA M. WATSON, P.A. d/b/a
WATSON & LENTNER, a professional corporation; et al.,

Defendants.
_____/

STEWART TILGHMAN FOX & BIANCHI,
P.A., et al.

SUPPLEMENTAL PROCEEDING

Plaintiffs/Judgment Creditors, NO.: 50-2017-CA-013497-XXXX-MB
v.

CHARLES J. KANE and HARLEY KANE,

Defendants/Judgment Debtors
and

CHARLES J. KANE and SALLY KANE,
as tenants by the entireties; HARLEY N. KANE
and MICHELLE J. KANE, as tenants by the
entireties; and MICHELLE J. KANE, P.A.
f/k/a MICHELLE AND HARLEY KANE, TBE, P.A.

Supplemental Defendants.
_____/

AMENDED FINAL JUDGMENT 1

Pursuant to the verdict rendered in this action on April 6, 2023 in the trial on Counts VII and VIII of Plaintiffs' Amended Supplemental Complaint,

IT IS ADJUDGED as follows:

Pursuant to Sections 726.108(1) and 726.109(2), Fla. Stat., the transfer of $2,037,500.00 in December 2015 from Michelle and Harley Kane TBE, P.A. (now known as Michelle J. Kane, P.A.) is avoided. Plaintiffs, Stewart Tilghman Fox Bianchi & Cain, P.A., f/k/a Stewart Tilghman

Fox & Bianchi, P.A.; William C. Hearon, P.A.,; and Todd S. Stewart, P.A, shall recover from Defendants, Harley N. Kane and Michelle J., Kane, as tenants by the entireties, the sum of $2,037,500.00 plus pre-judgment interest of $800,225.32, for a total of $2,837,725.32, that shall bear interest from April 20, 2023 (the date of the original judgment) at the legal rate established pursuant to Section 55.03, Florida Statutes, FOR WHICH LET EXECUTION ISSUE.

The addresses of the Plaintiffs are: (i) Stewart Tilghman Fox Bianchi & Cain, P.A., f/k/a Stewart Tilghman Fox & Bianchi, P.A.: One Southeast Third Avenue, Suite 3000, Miami, FL 33131; (ii) William C. Hearon, P.A.: 3530 Mystic Pointe Dr., Apt. 1909, Aventura, FL 33180; and (iii) Todd S. Stewart, P.A., having an address at 842 W. Indiantown Rd., Jupiter, FL 33458.

It is further ORDERED AND ADJUDGED that the judgment debtors, in their capacity as tenants by the entireties, shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditors' attorney, Charles W. Throckmorton, Esq., Kozyak, Tropin, & Throckmorton, LLP, 2525 Ponce de Leon, 9th Floor, Coral Gables, Florida 33134, cwt@kttlaw.com, within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of this case is retained to (i) adjudicate the reserved claim for attorneys' fees in Count IX of the Amended Supplemental Complaint and (ii) to enter further orders that are necessary and proper to enforce this Final Judgment.

DONE AND ORDERED in Palm Beach County, Florida.

50-2017-CA-013497-XXXX-MB 04/21/2023
James Nutt Circuit Judge

50-2017-CA-013497-XXXX-MB 04/21/2023
James Nutt
Circuit Judge

Copies furnished:

Charles W. Throckmorton, Esq.
Harley N. Kane
John Agnetti, Esq.

1 This amendment merely corrects a typographical error. In two places in the original judgment, the number "$2,037,500.00" was erroneously entered as "$2,307,500.00."

EXHIBIT

“D”

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

CASE NO.: 20-DR-122-M
JUDGE BONNIE HELMS
FAMILY DIVSION

IN RE THE MARRIAGE OF:

MICHELLE KANE,
Petitioner/Former Wife,

and

HARLEY KANE,
Respondent/Former Husband.
_____/

AMENDED FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before the Court for hearing on March 11, 2024, for consideration of the Respondent/Former Husband's Motion for Rehearing, Reconsideration and Clarification. The Court having heard argument and having reviewed the file and being otherwise fully advised in the premises, finds:

1. The Court has jurisdiction over the subject matter, the minor children, and the parties.

2. The Wife has been a resident of the State of Florida for more than six (6) months immediately before filing the Petition for Dissolution of Marriage.

3. The parties were married to each other on May 4, 2010, and separated. This action was filed on July 28, 2020.

4. There are two minor children to wit: N.I.K., born December 31, 2015, and N.M.K., born December 31, 2015. There are no other children contemplated and the Wife is not pregnant.

5. The United States of America is the country of habitual residence of the minor children. The State of Florida maintains the most significant contacts with minor children and is the most appropriate forum for addressing parenting contact.

6. The State of Florida is the minor children's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act and the Parental Kidnapping and Prevention Act.

7. Venue is proper in Monroe County, Florida.

8. The parties have been exercising equal (50/50) timesharing since the date of separation in October of 2019, the Wife having filed an Amended Final Parenting Plan on January 16, 2024 (hereinafter referred to as "Parenting Plan"). The

Husband testified that the only objection he has to the parenting plan is the Winter vacation schedule. The Father is of the Jewish faith, the mother is not, in the Parenting Plan submitted by the mother, the Father has all of the Jewish holidays. The Winter break alternates Christmas Eve and Christmas day with the mother having the children for Christmas Eve and Christmas day on even years and the father having Christmas Eve and Christmas day on odd years which provides for equal timesharing for the Christmas timesharing.

9. Upon review of the factors in Section 61.13 (3), Florida Statutes, the Court finds that the Parenting Plan filed by the Wife on January 16, 2024, is in the best interest of the minor children and that same is ratified, approved, and be adopted by the Court.

10. The provisions of the Parenting Plan constitute a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42. U.S.C. ss11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980.

11. The Wife has stipulated that the property located at 145 1st Road, Key Largo, Florida (hereinafter referred to as "1st Road property") is a marital asset despite the fact that the property is in her name alone. The parties also own as tenants by the entireties a home located at 107 Hilson Court, Tavernier FL (hereinafter referred to as "Hilson Court property") which is a marital asset. The parties during a period of separation attempted to work on reconciliation, however that was unsuccessful. The Husband has resided during the time of separation at the Hilson Court property. The mortgage on the Hilson Court property has not been paid since 2020 and the Court has taken Judicial notice of the fact that the property is in foreclosure. The Court finds that the Husband's assertion that he is unaware of the fact that the property is in foreclosure is not credible. The parties stipulate and agree that the mortgage and note on the Hilson Court property is solely in the name of the Wife, was taken out during the intact marriage and is a marital debt.

12. The unrebutted testimony at trial concerning the value of the Hilson Court property and the 1st Road property was given by Nicholas Farrar, a licensed appraiser, and his report on both the Hilson Court property, and the 1st Road property was admitted into evidence. Nicholas Farrar testified that the Hilson Court property has a value of $ 2,750,000 and that the 1st Road property has a value of $1,190,000.

13. After the first portion of the trial, on July 6, 2023 and July 7, 2023, a continuance was granted per the request of the parties until January 22, 2024 and January 23, 2024. Even though the pleadings and discovery were closed, the Court gave the Husband leave to provide an appraisal to rebut Mr. Farrar's opinions. The Husband failed to provide to this Court any rebuttable appraisal or rebuttable testimony to Mr. Farrar's expert appraisal opinions. The Court finds that there is substantial competent evidence to support the opinions of Mr. Farrar and accepts and ratifies that the value of the Hilson Court property is $2,750,000 and the value of the 1st Road property is $1,190,000.

14. Prior to the marriage, in 2006, the Husband was a party defendant to a lawsuit filed against him for misappropriation of funds belonging to several other law firms

which ultimately resulted in a judgment in the amount of $2,000,000 against him and his Father, Charles Kane. As a result of facts and circumstances alleged in that lawsuit the Husband was disbarred from the practice of law in 2016.

15. Pursuant to the Husband's Motion for Rehearing, Reconsideration and Clarification, this Court reviews an Amended Final Judgment entered in Palm Beach County, Florida on April 21, 2023 introduced into evidence and takes judicial notice of the contents of the judgment against MICHELLE and HARLEY KANE TBE (hereinafter referred to as the "TBE Judgment").

16. The Husband and Wife worked together and had an ownership interest in a firm known as Kane Lawyers PLLC. Kane Lawyers PLLC was owned fifty (50) percent by MICHELLE and HARLEY KANE TBE and fifty (50) percent by the Flanagan Firm, P.A. In 2016, because the Husband could no longer practice law, his interest in the law practice was transferred to the Wife. The transfer took place during an intact marriage. A distribution made to MICHELLE and HARLEY KANE TBE in the amount of $2,037,500 was the subject of the proceedings resulting in the above referenced TBE JUDGMENT. The creditors of the 2006 Judgment filed a lawsuit alleging that certain distributions to MICHELLE and HARLEY KANE TBE were fraudulent transfers. This resulted in the TBE JUDGMENT against MICHELLE and HARLEY KANE TBE. The TBE Judgment arises out of the original pre-marital debt and 2006 Judgment against the Husband only. It is unrebutted that parties did not know one another when the underlying facts concerning that 2006 Judgment occurred. The Court finds that the TBE JUDGEMENT relates back to the 2006 Judgment against the Husband and is therefore, a non-marital debt of the Husband as the underlying obligation and debt existed prior to marriage.

17. Philip Shechter CPA, the retained expert of the Wife, testified in specific detail as to the assets and liabilities of the parties. Mr. Shechter provided to the Court a comprehensive analysis of the assets and liabilities, describing the documents he reviewed and how he arrived at the figures contained in his Schedule of Equitable Distribution which, without objection from the Husband, was admitted into evidence.

18. The Husband disclosed a retained Forensic Accountant, Carl Fedde, however the Husband did not call Mr. Fedde as a witness at the time of trial and did not provide any evidence to the Court that the Schedule of Equitable Distribution provided by Philip Shechter, CPA was not credible or accurate.

19. The Court, in considering all relevant factors under Fla. Stat. § 61.075, finds the unrebutted testimony of Philip Shechter CPA to be both credible and accurate and the Schedule of Equitable Distribution to be an accurate description of both the assets and liabilities of the parties and hereby adopts the Schedule of Equitable Distribution and ratifies and approves the same. The parties are ordered to comply with the terms of the Schedule of Equitable Distribution attached hereto as Exhibit "A".

20. The Court recognizes the Husband, despite the fact that the Hilson Court property is in foreclosure, wishes to resolve the foreclosure. The Equitable Distribution Schedule attached as Exhibit "A", requires the Hilson Court property to be sold to satisfy the existing mortgage in the Wife's name.

21. At the time of the Final Hearing, both parties are W-2 employees. The Wife filed an amended Financial Affidavit on January 19, 2024, and the Husband last filed an updated Financial Affidavit on May 31, 2023. Both were received as evidence without objection. Based upon the parties' Financial Affidavits received into evidence and the Wife's child support guidelines worksheet received into evidence and filed on January 19, 2024, the Husband owes child support in the amount of $50 per month to the Wife beginning February 1, 2024. A copy of the child support worksheet is attached hereto as Exhibit "B".

22. Health insurance for the minor children is provided by the Wife. Any uncovered medical, dental, orthodontics, psychological, and psychiatric expenses, including deductibles and copays, are to be divided between the parties equally (50-50). The party that incurred and paid the uncovered medical bill or statement must submit to the opposing party within ten (10) days of receipt and the other party must reimburse the party incurring the expense within fifteen (15) days.

23. Each party shall be entitled to claim a child as a tax deduction per year.

24. The Court finds that there is no basis to award alimony to either party. Both parties make substantially the same income, and neither party has the ability to pay alimony.

25. On January 6th, 2023, this Court entered an order on temporary child support in the amount of $1,788.53 per month based upon the testimony of the Husband's forensic accountant who testified after a review of the Wife's business and personal bank statements which evidenced her income. At the time of the parties' separation November 2019 through December 2022 the Wife had a significant income, in excess of $200,000.00 per year due to her receipt of certain distributions from the former law firm Kane Lawyers, in which the parties held a 50% interest. The Respondent, at the time of the separation, was unemployed. In June 2020, the Respondent became employed at Plantation Boat Mart and Marina as a service manager and remains in that position today. On January 13, 2023, the Wife filed a motion for rehearing of the Court's January 6, 2023, order.

26. On January 24, 2023, the Wife filed a Motion to Modify Child Support. The Court recognizes that all temporary orders are modifiable. Based upon a substantial change in circumstances, the Wife closed her law practice and became a W-2 employee with her present employer, making $85,000 per year. Since, the Motion to Modify Child Support was filed, Wife filed an Amended Financial Affidavit on January 19, 2024, and is now earning $110,000 per year. During the trial, the Wife's reduced income as of January 24, 2023, was acknowledged for the current support calculation.

27. The Husband requested that this Court consider the prior evidence presented during the temporary support proceedings to determine a retroactive support amount. For the last six (6) months of 2022, Wife paid $306.00 per month in child support to the Husband or $1,836.00. The total due from date of filing to December 2022 for thirty (30) months is $53,656.20 less $1,836.00 or $51,820.

28. The Court finds that both parties now earn substantially the same income and should be responsible for their own attorney's fees and costs.

therefore, it is, ORDERED AND ADJUDGED:

1. The Marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.

2. The assets and liabilities and their values are identified in the Equitable Distribution Schedule attached hereto as Exhibit "A" and will be distributed as set forth therein.

3. The Court grants the Husband the option to "buy out" the Wife's interest in the Hilson Court property in the amount stated in Exhibit A within sixty (60) days of the execution of this Amended Final Judgment. Since the mortgage is in the Wife's name only, the Husband shall be required to satisfy the mortgage as a condition to "buy out" the Wife's interest. If the Husband fails to buy the Wife's interest in the Hilson Court property within said sixty (60) days, the Wife's prayer for Partition is granted and the Hilson Court property shall be sold. If the parties cannot agree on reasonable terms for the marketing and private sale of the property, the Hilson Court property shall be sold at auction on the Courthouse steps in ninety (90) days from the date of this Amended Final Judgment.

4. The Amended Final Parenting Plan dated and filed on January 16, 2024, is approved, and ratified and made a part of this Judgment but is not merged herewith. The parties are ordered to obey all of its provisions.

5. Child Support Guidelines for current support are attached hereto as Exhibit "B".

6. The child support payments for the children shall continue until the children reach the age of eighteen (18) years, enter the military or otherwise become emancipated, whichever event shall first occur. The children are twins and there is not a need to calculate a step down. However, if the child support would otherwise terminate and either child is a dependent in fact, between the ages of eighteen (18) and nineteen (19) and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen (19), then and in that event, the child support for the child shall continue until the child completes high school.

7. The retroactive child support owed by the Wife to the Husband is reduced to a judgment in favor of the Respondent/Husband and against the Petitioner/Wife in the amount of $51,820 plus statutory interest, the Wife shall pay to the Husband $750.00 monthly until paid in full.

8. Each party shall be responsible for his or her own attorney's fees and costs.

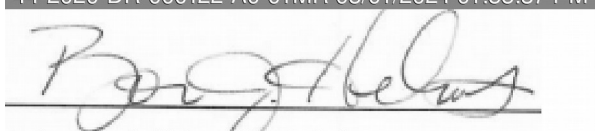
9. The Court retains jurisdiction of the parties and of the subject matter of this action to enforce the terms of this Final Judgment of Dissolution of Marriage, the Parenting Plan, and any and all matters relative thereto.

10. The Petitioner/Wife's name is hereby restored to MICHELLE JAVED, by which name she shall be known henceforth for all legal purposes.

DONE AND ORDERED in Key West, Monroe County, Florida this Wednesday,

May 1, 2024.

44-2020-DR-000122-A0-01MR 05/01/2024 01:55:37 PM



Judge Bonnie Helms, Circuit Judge

44-2020-DR-000122-A0-01MR 05/01/2024 01:55:37 PM

John B Agnetti, Esq.
pleadings@hlalaw.com
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Daniel Kent, Esq.
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Harley Nathan Kane (Pro se)
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Harley N Kane
Harley.N.Kane@gmail.com

EXHIBIT A

Filing # 190112452 E-Filed 01/19/2024 12:37:29 PM

Exhibit A

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

IN RE: THE MATTER OF:

MICHELLE KANE,
Petitioner,

vs.

HARLEY KANE,
Respondent.
_____/

Case No.: 20 – DR – 000122 – M

Division: Family

NOTICE OF FILING SCHEDULE OF EQUITABLE DISTRIBUTION

COMES NOW, the Petitioner, MICHELLE KANE, by and through her undersigned attorney, and files this her Schedule of Equitable Distribution.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2024, a true and correct copy of the foregoing has been furnished via the State of Florida E-Portal to all counsel and interested parties of record.

HOFFMAN, LARIN & AGNETTI, P.A.
909 North Miami Beach Blvd., Ste. 201
Miami, FL 33162
Telephone: (305) 653-5555
Facsimile: (305) 940-0090

By: */s/ John B. Agnetti*
John B. Agnetti, Esq.
Florida Bar No.: 359841
Daniel H. Kent, Esq.
Florida Bar No. 443130

Kane, Michelle vs. Kane, Harley

Schedule of Equitable Distribution

Length of Marriage	10.24
Date of Marriage	05/04/13
Date of Filing	07/28/23

Item	Title	Selected Date	Selected Source	Selected Value	Non-Marital	Marital		
Cash in Banks								
First State Bank 50 Plus Interest Checking [redacted]	H		HFA	357	-	357	357	-
Bank of America Your Adv Plus Banking [redacted]	W	04/12/23	STMT	3,034	-	3,034	-	3,034
CIBC Savings [redacted]	W & M J.	04/30/23	STMT	50	(50)	-	-	-
Total Cash in Banks				***3,441***	***(50.00)***	***3,390***	***357***	***3,034***
Stocks and Brokerage Accounts:								
Robinhood Securities LLC [redacted]	W	04/30/23	STMT	1		1		1
Coinbase	W		No Value					
Total Stocks and Brokerage Accounts				***1***	-	***1***	-	***1***
Real Estate								
107 Hilton CT , Tavernier, FL 33070		06/19/23	Appraisal	2,750,000	-	2,750,000	1,375,000	1,375,000
Less: Estimated closing costs	JT			(192,500)		(192,500)	(96,250)	(96,250)
Less: Shellpoint Mortgage #5101		04/20/23	Notice	(416,677)		(416,677)	(208,339)	(208,339)
Late payments			Notice	(125,145)		(125,145)	(62,573)	(62,573)
145 1st Rd, Key Largo, FL 33037	W	06/19/23	Appraisal	1,190,000	-	1,190,000	-	1,190,000
Less: RegisterMortgage #5444		01/18/24	Per Wife	(475,189)		(475,189)	-	(475,189)
Total Real Estate				***2,730,489***	-	***2,730,489***	***1,007,839***	***1,722,650***
Business Interests								
Michelle J. Kane, P.A. (fka Michelle and Harley Kane as T.B.E., P.A.)	W-100%			No value		No value		No Value
Kane Lawyers, PLLC:	Michelle J. Kane, P.A. fka Michelle and Harley Kane			No value		No value		No Value
Upper Keys Mediation Services LLC:	W-100%			No value		No value		No Value
Total Business Interests				-	-	-	-	-
Automobiles								
2015 Chevrolet Traverse - Insurance proceeds	W		Per Wife	23,000	-	23,000		23,000
2021 Lexus GX 460	W		Printout					

Kane, Michelle vs. Kane, Hunter

Schedule of Equitable Distribution

S&E SUTCLIFFE & EVERETT LLP

Length of Marriage 10.24
Date of Marriage 05/04/13
Date of Filing 07/28/23

Item	Title	Selected Date	Selected Source	Selected Value	Non-Marital	Marital	
Less: Auto Loan	W		*Pre/Reg*				
2008 Porsche 911	H		**Proceeds from Sale**	TBD	-	TBD	TBD
2023 Camaro	H		*Post Reg*				
Less: Auto Loan	H		*Pre/Reg*				
2020 World Cat 230C	H	05/31/23	HFA	27,000	(27,000)	0	-
2x 2013 Sea Doo GTX 155s	H			100		100	100
2008 Yamaha F115XB Outboard Boat Engine;	H			TBD	TBD		
Less: Yamaha Motor Finance #2910				TBD	TBD		-
Total Automobiles				***50,100***	***(27,000)***	***22,100***	***100*** ***22,000***
Other Assets							
Furniture and Furnishings	JT			TBD			Each Keeps in their possession
Artwork & Collectibles	JT			TBD			
Jewelry	JT			TBD			
Total Other Assets				-	-	-	- -

Kane, Michelle vs. Kane, Harley

Schedule of Equitable Distribution

SHECHTER & EVERETT LLP

Length of Marriage	10.24
Date of Marriage	05/04/13
Date of Filing	07/28/20

Item	Title	Selected Date	Selected Source	Selected Value	Non-Marital	Marital		
Liabilities / Debts / Credit Cards								
TVM Children's Expenses Past Due	JT	01/18/24	Email	(3,609)	-	(3,609)	(3,609)	
Judgement against Michelle & Harley Kane	H			TBD	TBS			
Capital One Venture Visa Signature [redacted]	H	07/28/20	STMT	(1,288)	-	(1,288)	(1,288)	-
Chase Prime [redacted] f/k/a [redacted]	H	07/28/20	STMT	(2,575)	-	(2,575)	(2,575)	-
Discover #[redacted] f/k/a [redacted]	H	07/28/20	STMT	(723)	-	(723)	(723)	-
Credit One Bank #[redacted] f/k/a [redacted]	H	07/28/20	STMT	(429)	-	(429)	(429)	-
Credit One Bank #[redacted] f/k/a [redacted]	H	07/28/20	STMT	(67)	-	(67)	(67)	-
Goodyear Credit Plan [redacted] f/k/a [redacted]	H		*Opened Post Filing*					
Home Depot #[redacted] (fk/a [redacted]	H		*Opened Post Filing*					
Synchrony Bank Ashley Furniture Homestore [redacted]	H		*Opened Post Filing*					
Loans payable due to Charles and Sally Kane	H		HFA	(50,000)	50,000	0	0	-
Loans payable due to Tom Flanigan	H		HFA	(5,000)	5,000	0	0	-
2020 Federal Income Tax Liability	W			(13,144)		(13,144)		(13,144)
2021 Federal Income Tax Liability	W			(28,266)	28,266	0		
2022 Federal Income Tax Liability	W			TBD	TBD			
2023 Federal Income Tax Liability	W			TBD	TBD			
Canada Tax Liability	W	06/02/23	Notice	(5,545)		(5,545)		(5,545)
Student Loans	W		WFA	(118,986)	118,986	-	-	-
Medical Bills	W		WFA	(1,000)	1,000			
Medical Bills (Children)	W		WFA	(3,000)	3,000			
Chris Wattenson (IT Services PKLG & Personal)	W		WFA	(7,000)	7,000	-	-	-
Beth Harrington	W		WFA	(5,000)	5,000	-	-	-
Wiley CPA (Accounting services)	W		WFA	(10,000)	10,000	-	-	-
Keys' Accounting	W		WFA	(4,000)	4,000	-	-	-
Hoffman, Larin & Agnetti Family Case	W		WFA	(54,667)	54,667	-	-	-
Hoffman, Larin & Agnetti (Flanagan case)	W		WFA	(4,158)	4,158	-	-	-

Kerr, Michelle vs. Kerr, Hayko

Schedule of Equitable Distribution

SHECHTER & EVERETT LLP

Length of Marriage 10.24
Date of Marriage 05/04/13
Date of Filing 07/28/20

Item	Title	Selected Date	Selected Source	Selected Value	Non-Marital	Marital		
Hoffman, Levin & Agnetti (Litigation)	W		WFA	(49,447)	49,447	-	-	-
Richard A. Schurr, P.A.	W		WFA	(91,749)	91,749	-	-	-
Shechter & Everett LLP	W		WFA	(28,921)	28,921	-	-	-
Personal Loan Goldman Sachs	W		Per Wife	(35,000)	35,000	-	-	-
Marylu Javed (Mother)	W		WFA	(30,000)	30,000	-	-	-
Iqbal Javed (Father)	W		WFA	(10,000)	10,000	-	-	-
Bank of America [redacted] (fka [redacted]	W	07/28/20	STMT	(1,954)	-	(1,954)	-	(1,954)
Chase Prime [redacted] (fka [redacted]	W	07/28/20	STMT	(173)	-	(173)	-	(173)
Discover It [redacted]	W	07/28/20	STMT	(1,442)	-	(1,442)	-	(1,442)
Macy's [redacted] (fka [redacted]	W	07/28/20	STMT	(155)	-	(155)	-	(155)
Truist Cash Rewards [redacted] (fka SunTrust)	W	07/16/20	STMT	(1,990)	-	(1,990)	-	(1,990)
Capital One Platinum [redacted] fka [redacted]	W	07/08/20	STMT	(744)	-	(744)	-	(744)
Synchrony Bank City Furniture [redacted]	W	2/12/20	STMT	(2,249)	-	(2,249)	-	(2,249)
Total Liabilities / Debts / Credit Cards				***(572,655)***	***536,194***	***(36,462)***	***(8,691)***	***(77,770.50)***
TOTAL NET ASSETS				**2,211,374**	**509,144**	**2,720,518**	**999,695**	**1,720,913**
TO EQUALIZE PARTIES							**360,554**	**(360,554)**
NET ADJUSTED ASSETS				**2,211,374**	**509,144**	**2,720,518**	**1,360,259**	**1,360,359**

 Exhibit B

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

IN RE: THE MATTER OF: Case No.: 20 – DR – 000122 – M

MICHELLE KANE,
Petitioner, Division: Family

vs.

HARLEY KANE,
Respondent.
_____/

NOTICE OF FILING UPDATED PROPOSED CHILD SUPPORT WORKSHEET

COMES NOW, the Petitioner, MICHELLE KANE, by and through her undersigned attorney, and files this her Proposed Child Support Worksheet.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2024, a true and correct copy of the foregoing has been furnished via the State of Florida E-Portal to all counsel and interested parties of record.

HOFFMAN, LARIN & AGNETTI, P.A.
909 North Miami Beach Blvd., Ste. 201
Miami, FL 33162
Telephone: (305) 653-5555
Facsimile: (305) 940-0090

By: */s/ John B. Agnetti*
John B. Agnetti, Esq.
Florida Bar No.: 359841
Daniel H. Kent, Esq.
Florida Bar No. 443130

Kane v. Kane

Schedule of Income and Support

	SOURCE:	Annual		Monthly	
		Husband	Wife	Husband	Wife
Filing Status:		*HOH,2*	*HOH,2*		
Salary:					
Vemis & Bowling	***Amended WFA 05/30/23***		$111,500	$0	$9,292
Plantation Boat Mart	***4th Amended HFA 05/31/23***	49,862		4,155	
Commissions	***4th Amended HFA 05/31/23***	40,802		3,400	
Total Income		$90,664	$111,500	$7,555	$9,292
Less Deductions:					
Health Insurance		(5,388)	(1,800)	(449)	(150)
FICA/Self Employment		(5,621)	(6,913)	(468)	(576)
Medicare		(1,315)	(1,617)	(110)	(135)
Federal Income		(7,071)	(9,655)	(589)	(805)
Adjusted Net Income		$71,270	$91,515	$5,939	$7,626
				44%	*56%*

Child Support

Gross Up:	***Time Sharing***			
Substantial Shared Parenting Child Support	*50%*	*50%*	(50)	50
Net Income After Substantial Parenting Child Support:			$ 5,889	$ 7,676
			43%	*57%*

Kane v. Kane			
CHILD SUPPORT GUIDELINES WORKSHEET			
	A. FATHER	B. MOTHER	TOTAL
1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.	$5,939	$7,626	$ 13,565
2. Basic Monthly Obligation There is (are) minor child(ren) common to the parties. Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart. **2**			$ 2,495
3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Father's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Mother's percentage financial resposibility.	**44%**	**56%**	
4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Father's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Mother's share of basic obligation.	$ 1,093	$ 1,403	
Additional Support — Health Insurance, Child Care & Other			
5a. Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source for the child(ren). See section 61.30(7), Fla. Stat. for more information.]			$ 200
5b. Total Monthly Child(ren)'s Health Insurance Cost [This is only amounts actually paid for health insurance on the child(ren).]			$ 446
5c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			$ -
5d. Total Monthly Child Care & Health Costs Add lines 5a, 5b, 5c			$ 646
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Father's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Mother's share. Enter answer on line 6B.	$ 283	$ 363	
Statutory Adjustments/Credits			
7a. Monthly child care payments actually made	$ -	$ 200	
7b. Monthly health insurance payments actually made	$ -	$ 446	
7c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See § 61.30 (8), Florida Statutes]	$ -	$ -	
8. Total Support Payments actually made Add 7a through 7c	$ -	$ 646	
9. MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT Line 4 plus line 6; minus line 8	**$ 1,375**	**$ 1,120**	

Substantial Shared Parenting (GROSS UP METHOD) If the noncustodial parent exercises visitation at least 20% of the overnights in the year (73 overnights), complete Nos. 10 through 21.			
10. Basic Monthly Obligation x 150% Multiply line 2 by 1.5			$ 3,743
11. Increased Basic Obligation for each Parent Multiply the number on line 10 by the percentage on line 3A to determine the Father's share. Enter Answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Wife's share. Enter Answer on line 11B.	$ 1,639	$ 2,104	
12. Percentage overnights stays with each parent The Child(ren) spend overnights with the father each year of: 182.5 Using the above line, divide by 365. Enter this number on line 12A. The Child(ren) spend overnights with the Mother each year of: 182.5 Using the above line, divide by 365. Enter this number on line 12B	50%	50%	
13. Parent's support multiplied by other Parent's percentage of overnights Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by Line 12A. Enter this number in 13B.	$ 819	$ 1,052	
Additional Support — Health Insurance, Child Care & Other			
14a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source for the child(ren). See section 61.30(7), Fla. Stat. for more information.]			$ 200
14b. Total Monthly Child(ren)'s Health Insurance Cost [This is only amounts actually paid for health insurance on the child(ren).]			$ 446
14c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			$ -
14d. Total Monthly Child Care & Health Costs Add lines 14a, 14b, 14c			$ 646
15. Additional Support Payments Multiply the number on line 14d by the percentage on line 3A to determine the Father's share. Enter answer on line 15A. Multiply the number on line 14d by the percentage on line 3B to determine the Mother's share. Enter answer on line 15B.	$ 283	$ 363	
Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	$ -	$ 200	
16b. Monthly health insurance payments actually made	$ -	$ 446	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See § 61.30 (8), Florida Statutes]	$ -	$ -	
17. Total Support Payments actually made Add 16a through 16c	$ -	$ 646	
18. Total Additional Support Transfer Amount Line 15 minus line 17; Enter any negative number as zero.	$ 283	$ -	
19. Total Child Support Owed from Father to Mother Add lines 13A and 18A	$ 1,102		
20. Total Child Support Owed from Mother to Father Add lines 13B and 18B		$ 1,052	
21. Actual Child Support to Be Paid [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support]	**$ 50**	**$ -**	