

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

ERIC SATIN,

Respondent

Supreme Court Case No. SC-22-111

The Florida Bar File No. 2021-70,271(11G)

RESPONDENT'S NOTICE OF FILING OF TRANSCRIPT FROM HEARING ON AUGUST 18, 2022

COMES NOW, the Respondent, Eric Satin, and hereby files the above captioned notice and states as follows:

1. Attached hereto is a copy of a transcript from a hearing on August 18, 2022 in the related Miami-Dade Family Court proceeding.

Respectfully submitted,

Eric Satin, Respondent
3038 Matilda Street.
Miami, FL 33133
917 533 3910
esatinprose@gmail.com

RECEIVED, 09/10/2022 06:49:21 PM, Clerk, Supreme Court

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 10th day of September, 2022 via electronic mail to: Jennifer Falcone, Esq. at jfalcone@floridabar.org and nfroncko@floridabar.org, Patricia Ann Toro Savitz, Esq. at psavitz@floridabar.org, mmara@floridabar.org and swalker@floridabar.org.

By: /s/ Eric Satin
Eric Satin, Respondent
3038 Matilda Street.
Miami, FL 33133
917 533 3910
esatinprose@gmail.com

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2020-005358-FC-04

IN RE: THE MATTER OF:

GERI SATIN,

Petitioner,

vs.

ERIC SATIN,

Respondent.

_____ /

175 NW 1st Avenue, Courtroom 28C
Miami, Florida,
Thursday, 2:30 p.m.,
August 18, 2022.

The above-entitled cause came on for a hearing before The Honorable Samantha Ruiz Cohen, Circuit Court Judge, pursuant to notice.

APPEARANCES:

ABRAMOWITZ & ASSOCIATES, by
JORDAN ABRAMOWITZ, Esquire,
Attorneys for Petitioner.

KAPLAN, LOEBL, by
DANIEL KAPLAN, Esquire,
Attorneys for Kaplan, LoebL.

KAHN & RESNIK, P.L., by
MARCY RESNIK, Esquire,
Attorneys for Kahn & Resnik.

THE HAMILTON LAW FIRM, by
KATHRYN DEVANE HAMILTON, Esquire,
Attorneys for The Hamilton Law Firm.

ALSO PRESENT: Geri Fischman.
Marlene Abramowitz.

1 THE COURT: Good afternoon, everyone.
2 We're here on Case No. 20-5358, Geri Satin
3 versus Eric Satin. There are numerous motions
4 scheduled for today.

5 Announce your presence.

6 MR. KAPLAN: Yes, Your Honor, Daniel
7 Kaplan on behalf of Kaplan, LoebL. I will also
8 be arguing on behalf of Kahn & Resnik and The
9 Hamilton Law Firm, who are also here today and
10 will be probably arguing some things in their
11 own right, but I will be doing the opening
12 statement on behalf of the three of us.

13 MS. RESNIK: Good afternoon, Your Honor.
14 Marcy Resnik also on behalf of Kahn & Resnik.

15 MS. HAMILTON: Good afternoon, Your Honor.
16 Kathryn Devane Hamilton also on behalf of The
17 Hamilton Law Firm.

18 MR. ABRAMOWITZ: Good afternoon, Your
19 Honor. Jordan Abramowitz on behalf of the
20 former wife who is present.

21 MR. KAPLAN: Your Honor, Mr. Satin, I
22 actually spoke with him this morning and he
23 asked me to --

24 THE COURT: Are you representing
25 Mr. Satin?

1 MR. KAPLAN: I do not. I do not represent
2 Mr. Satin in any way at all at this time.
3 However, he did ask as a professional courtesy
4 to remind you that he filed a motion to appear
5 remotely and he asked that I ask you on his
6 behalf if he could appear by Zoom today.

7 THE COURT: There's an outstanding order
8 that addresses those issues.

9 MR. KAPLAN: Okay.

10 THE COURT: What has been scheduled for
11 today are the following matters: The Hamilton
12 Law Firm's Objection to Final Judgment of
13 Dissolution of Marriage dated February 13,
14 2021, which was filed February 17 2021.

15 The Hamilton Law Firm's Urgent Motion to
16 Stay Enforcement of Final Judgment and/or For
17 Rehearing and/or to Correct Final Judgment in
18 Dissolution of Marriage, which was E-filed
19 February 24, 2021.

20 The Law Firm of Kahn & Resnik and Kaplan,
21 Loebel's Emergency Motion to Stay Enforcement of
22 Final Judgment and/or Rehearing filed
23 February 22, 2021. Kaplan, Loebel and Kahn &
24 Resnik's Objection to the Final Judgment of
25 Dissolution of Marriage dated February 13, 2021

1 filed February 16, 2021.

2 The Court has reviewed all motions in
3 addition to Former Wife's response to Kaplan,
4 Loebel's and all motions scheduled for today.
5 This response in opposition was filed
6 October 9, 2021. The Court has reviewed all
7 motions and responses and all case law.

8 You may proceed.

9 MR. KAPLAN: Yes, Your Honor.

10 Knowing that you've read everything, I
11 will try and keep this very brief. Myself and
12 Ms. Resnik appeared remotely for the final
13 hearing in December of this year or December of
14 2020. At that time, I had -- my firm had
15 withdrawn -- I'm sorry, February of 2021. At
16 that time my firm had withdrawn, Ms. Resnik's
17 firm had withdrawn and Ms. Hamilton's firm had
18 withdrawn.

19 Kaplan, Loebel had an agreed charging lien
20 signed off by Judge Bernstein adjudicating a
21 charging lien in the amount of \$30,000. There
22 was an agreed charging lien in advance of that
23 hearing on behalf of Ms. Resnik's firm for
24 about \$40,000 that was signed off by Judge
25 Bernstein and Ms. Hamilton had filed a notice

1 of charging lien, which is all that's required
2 to perfect a charging lien and she subsequently
3 got a final judgment against Mr. Satin for
4 \$253,000 for her legal fees.

5 At the hearing that morning and the
6 evidence will show that Mr. Satin was
7 incarcerated. He was in an orange jumpsuit in
8 a room at the Corrections center. At the
9 hearing there was a brief break. Mr. Satin got
10 back on the screen, announced to the Court that
11 he was basically surrendering, he was giving up
12 his claims to equitable distribution in favor
13 of the former wife.

14 At that point -- I was there to protect my
15 charging lien and Ms. Resnik's charging lien.
16 At that point I advised Judge Bernstein, I
17 said, "Judge, I don't think that's proper.
18 There are properly filed charging liens and an
19 agreement to settle a case without taking into
20 account those charging liens is tantamount to a
21 fraud," and "Your Honor, I have cases that will
22 support that position."

23 At that time there were two days set for
24 the final hearing. The date in February and
25 then there was another hearing scheduled, I'm

1 not sure how much time afterwards, a week, two
2 weeks, maybe a month, but it wasn't supposed to
3 be completed that day. I asked Judge Bernstein
4 if I could have time to submit the case law to
5 support my allegations that this is a fraud on
6 the Court and the Court should not grant such a
7 final judgment. Judge Bernstein agreed. He
8 said I will have time in which to submit the
9 case law for him to rule on that particular
10 issue.

11 At that juncture because the equitable
12 distribution was resolved, I advised Judge
13 Bernstein if I could sign off. Monday was a
14 holiday and I was going away for the following
15 day for a week. Judge Bernstein wished me
16 well. I signed off. Later that day, without a
17 copy being sent to me, Mr. Satin or Ms. Resnik
18 or Ms. Hamilton, Mr. Abramowitz submitted a
19 final judgment that resolved the equitable
20 distribution claims that did not mention or
21 address the charging liens. I did not see it
22 until the following morning when I landed in
23 Colorado. The final judgment was signed by
24 Judge Bernstein. I immediately contacted
25 Mr. Abramowitz and said, "This isn't right."

1 There were letters sent both from my office and
2 Ms. Resnik's office and I think Ms. Hamilton's
3 office as well advising him not to disburse the
4 funds that were being held subject to our
5 addressing this issue with the Judge. That was
6 ignored. The final judgment gave Mrs. Satin
7 pretty much the entire marital estate in
8 violation of the three perfected charging
9 liens.

10 There is a case called Scobie -- Miller
11 versus Scobie that I was thinking of at the
12 date of the hearing with Judge Bernstein and
13 the Scobie case or the Miller case talks about
14 exactly what I said, a final judgment or an
15 agreement entered into between the parties that
16 does not take into account the parties'
17 charging liens is tantamount to a fraud and
18 that was the basis. So we are here today
19 asking that the equitable distribution portions
20 of the final judgment be vacated or set aside.

21 Now, a couple things I just want to draw
22 attention to that were not in the pleadings
23 because they just happened. My understanding
24 is Mr. Satin has been filing certain motions
25 with the Court. The Court has been ruling on

1 those motions. I think with the agreement of
2 Mr. Satin without a hearing, I don't know, but
3 there was a recent order entered on an
4 emergency motion to vacate the final judgment
5 in which there was a finding by this Court that
6 the Court would not be vacating the equitable
7 distribution because the wife owns the marital
8 residence and lives there with the children.

9 Now, the problem I have and my team has
10 with that is, A, there was never a hearing on
11 that motion to make such a finding. We were
12 never given an opportunity to address that and
13 the public records show that Mrs. Satin does
14 not own that property and the Court was misled
15 to believe that, hey, we can't undo this final
16 judgment because it's Ms. Satin's house.

17 The evidence will show that after the
18 final judgment was entered sometime in March,
19 Mrs. Satin's father now owns the property and
20 Mrs. Satin with a power of attorney signed the
21 mortgage for that property. The deed has not
22 be recorded, but I do have an affidavit that is
23 contained in the Court records -- strike that.
24 I have an affidavit contained in the public
25 records, a non-Homestead affidavit, if I may

1 approach, that directly refutes your finding
2 about Mrs. Satin owning the house because here
3 is an affidavit signed by Bruce Fischman saying
4 that he's the owner of the property and that it
5 is not his Homestead and this was signed
6 March 12, 2021.

7 Additionally, Your Honor, if you have a
8 concern about removing the children or using
9 this house to satisfy the charging liens
10 because of the equitable distribution claims,
11 there are other assets that could be looked at
12 to satisfy these charging liens without
13 displacing the children.

14 But our position is, Your Honor, is
15 something wasn't right. The final judgment
16 never should have been entered. We are here
17 before the Court with case law saying what was
18 done was wrong and should not be approved and
19 the finding that the children live in the house
20 and the Court, for equitable reasons, is not
21 going to vacate that order gives me concern
22 that the Court may have already ruled on that
23 motion without myself or my colleagues to have
24 an opportunity to present evidence to show that
25 that's not necessarily the case.

1 So for those reasons, Your Honor, we are
2 asking that the Court vacate the equitable
3 distribution portions to make in favor of the
4 charging liens and orders that were filed and
5 approved by this Court finding that we are
6 entitled to our fees because the evidence will
7 show that Mrs. Satin and Mr. Satin may have
8 settled their case, but they did so without
9 taking into account the properly filed charging
10 liens that were already -- two of them were
11 already approved by the Judge and one was
12 subsequently approved by the Court.

13 And for those reasons, Your Honor, we're
14 asking that the Court stay the enforcement of
15 that final judgment or vacate the equitable
16 distribution portions of that final judgment.

17 THE COURT: Please address opposing
18 counsel's argument in their opposing memorandum
19 of law that you had notice for the final
20 hearing, in fact you objected and therefore
21 there is no fraud as described in the case law
22 of Miller and other case law that you've cited
23 to.

24 MR. KAPLAN: I'll respond to that by
25 saying this, Your Honor: I was told

1 specifically by Judge Bernstein I would have an
2 opportunity to provide him with the case law
3 that supports the position I have just
4 announced to you, this Miller versus Scobie
5 case, which I'm sure you've read. It was
6 subsequently filed again as recently as this
7 week so it would be at the top of your queue as
8 a supporting document.

9 Mr. Abramowitz did not copy me on this
10 proposed final judgment to the Court. He did
11 not copy Ms. Resnik, Ms. Hamilton, or Mr. Satin
12 and that's just wrong. And the courts are
13 constantly reminded not to just sign a final
14 judgment prepared by opposing counsel without
15 giving the other lawyers an opportunity to
16 respond. It was sent over that afternoon and
17 the final judgment does not even reference
18 these liens that should have been by operation
19 of law included in the final judgment.

20 My purpose of going to that final judgment
21 was to make sure that my lien and my
22 co-counsels' liens, Ms. Resnik's and Ms.
23 Hamilton's liens were protected and I was told
24 by the Court that I would have an opportunity
25 to submit the law. One business day later,

1 because this was -- the final judgment was
2 signed Saturday morning. Monday was a holiday.
3 Tuesday, by that point Ms. Resnik and I had
4 already filed our objections to this final
5 judgment and explained to the Court why we were
6 upset with the way things were handled and it
7 was set for a second day. Ms. Hamilton wasn't
8 even available for the first day.

9 Remember, the final judgment -- strike
10 that. The final hearing was scheduled for two
11 days, not subsequent days like we weren't
12 supposed to finish the trial and I was not
13 invited to participate in the settlement
14 discussions and my subsequent conversations
15 with Mr. Satin confirm that the charging liens
16 were not addressed in the settlement
17 discussions and that --

18 THE COURT: Did you object? Did you have
19 an opportunity to object?

20 MR. KAPLAN: When?

21 THE COURT: The day of the final hearing.

22 MR. KAPLAN: I objected and Judge
23 Bernstein said send in your case law and I was
24 given an opportunity by the Court to submit my
25 case law, however Mr. Abramowitz sent in the

1 final judgment and it was signed that Saturday
2 morning.

3 I left the hearing around 11 a.m. because
4 at that point the judge said we're done with
5 the equitable distribution. I had to pack. I
6 was going to Colorado and the judge said, "Have
7 a good trip." He knew I was leaving and he had
8 given me on the record permission to submit the
9 case law on this particular issue. So I did
10 raise my objection and I did put Mr. Abramowitz
11 on notice and for him to send in a final
12 judgment without referencing these charging
13 liens is wrong. It's in violation of the rules
14 and it's tantamount to another type of fraud, I
15 think it's extrinsic fraud, when I wasn't given
16 an opportunity to participate because I was
17 told, "We're done with equitable distribution.
18 Mr. Kaplan, I will look forward to reading your
19 case law." And one business day later we
20 submitted our case law.

21 THE COURT: Please address Soule, Leal &
22 Associates versus Zipkin, which was cited in
23 the response in opposition.

24 MS. RESNIK: One moment, Your Honor.

25 THE COURT: Certainly. Take your time.

1 MR. KAPLAN: So in the Soule case, the
2 parties agreed on a settlement and the former
3 firm, Mr. Zipkin, was notified there would be a
4 hearing before the court to approve the
5 settlement.

6 I did not have advance notice that there
7 was an agreement. In fact, the agreement was
8 reached the morning of the final hearing. I
9 was not given an opportunity to question
10 anybody about this agreement because Judge
11 Bernstein indicated on the record that I would
12 have an opportunity to submit my case law
13 showing that such an agreement that does not
14 contemplate or address the charging liens is
15 tantamount to a fraud.

16 THE COURT: But didn't you, just like in
17 Soule, have notice of the hearing, appear for
18 the hearing, and object just like in Soule?

19 MR. KAPLAN: No, Your Honor, because in
20 Soule they had an agreement in advance of the
21 final hearing and there was a subsequent
22 hearing scheduled, there was a hearing
23 scheduled to approve that agreement is the way
24 I'm reading the case with Mr. Zipkin.

25 In this case there was no advance notice

1 that there was an agreement and in this case we
2 were given an opportunity to present our case
3 law to participate because the trial hadn't
4 even completed yet, but we were then denied
5 that opportunity because the final judgment was
6 entered that -- you know, that Saturday with
7 less than a business day before we were
8 instructed or given permission to provide case
9 law to the Court. So, no, I did not have an
10 opportunity to address any of this the day of
11 the final hearing.

12 MS. RESNIK: Your Honor, if I may briefly?

13 THE COURT: I will allow one attorney at a
14 time. I know that you -- I don't allow two at
15 a time.

16 MS. RESNIK: I understand. I just wanted
17 to address the question of whether or not I had
18 an opportunity to object.

19 THE COURT: And I will give you that
20 opportunity.

21 MS. RESNIK: Very well.

22 MR. KAPLAN: I represented to the Court
23 that I did not have an opportunity to present
24 my case because the agreement was reached in
25 open court that morning and Judge Bernstein had

1 acknowledged and given me an opportunity to
2 present case law so we could further address
3 this issue and it was going to be addressed the
4 second day of trial, which -- and I apologize,
5 it has been too long, I forget. I'm being
6 whispered that the other hearing was scheduled
7 a month and a half later.

8 So I did not have an opportunity to
9 present my case as to how it was a fraud. This
10 is the first opportunity I've been given, Ms.
11 Resnik has been given or Ms. Hamilton has been
12 given to address this issue and I will let Ms.
13 Resnik and Ms. Hamilton argue how they did not
14 have any opportunity to question Mr. Satin or
15 Mrs. Satin or present any evidence concerning
16 this fraud that was perpetuated against the
17 attorneys in violation of Miller versus Scobie.

18 Does the Court have any questions for me
19 before --

20 THE COURT: Not at this time. Any further
21 with regard to your motion?

22 MR. KAPLAN: No, Your Honor. We rely on
23 the pleadings and the case law that is
24 submitted.

25 MS. RESNIK: Your Honor, just briefly. So

1 you understand, I was subpoenaed to be at the
2 hearing by Mr. Satin at the trial and when I
3 appeared at the trial, it was myself and a
4 number of other witnesses and Judge Bernstein
5 asked if there were any witnesses. Obviously I
6 indicated I was there as a witness and he
7 excused me along with all of the other
8 witnesses and told us to make sure that
9 Mr. Abramowitz and Mr. Kaplan had my cellphone
10 number to let me know when I would be needed.
11 So I was excused.

12 I was then driving from my home to my
13 office when I got this phone call from Mr.
14 Kaplan and --

15 THE COURT: But you had notice of the
16 final hearing, yes?

17 MS. RESNIK: Yes, I was subpoenaed to be
18 there, but did not have an opportunity to
19 object to this scenario where everything was
20 given away, the charging liens were disregarded
21 completely. So I just want Your Honor to
22 understand, Mr. Kaplan wasn't there all by his
23 lonesome with regard to our side. I was there
24 as a witness, but Judge Bernstein excused me
25 because I was a witness so I never had an

1 opportunity to advise the Judge that I also
2 objected to this, although because Mr. Kaplan
3 was traveling, it was my office that filed on
4 the next business day following the legal
5 holiday, which I think was President's Day, we
6 are the ones that filed the objection and I had
7 emailed Mr. Abramowitz on that Saturday
8 asking -- objecting to what had happened,
9 objecting to the fact that the final judgment
10 did not contain a reservation with regard to
11 the charging liens, that at a minimum should
12 have been in there so that Judge Bernstein
13 could have later addressed that issue and I
14 also asked that he not disburse any funds.

15 To this day, it's now a year and a half
16 later, I don't know if Mr. Abramowitz has
17 disbursed all of the funds in his trust
18 account. I don't know if he's holding
19 anything. And the bottom line, Judge, I did
20 not have an option to stay in the room to lodge
21 my objections. Judge Bernstein excused me
22 because I had been subpoenaed to be there as a
23 witness.

24 THE COURT: What is your legal basis to
25 enforce the charging lien right against the

1 former wife since you were hired to represent
2 the former husband?

3 MS. RESNIK: So, Your Honor, there was
4 case law -- excuse me one second, let me just
5 get to my notes here. For example --

6 THE COURT: And I pulled all the case law.

7 MS. RESNIK: I'm sorry?

8 THE COURT: I pulled all the case law that
9 everyone cited.

10 MS. RESNIK: Okay.

11 This is the GEICO case, 275 So.3d 775, and
12 it says that the attorney and the client may be
13 jointly and severally liable for fees if they
14 fail to protect a charging lien.

15 In addition to that, the Litman versus --
16 my old firm -- Fine, Jacobson, I actually
17 remember this case, 517 So.2d 88 from the Third
18 DCA. The parties cannot just simply do an
19 end-around around charging liens and so both of
20 the parties, Mr. Satin, Mrs. Satin, who I think
21 is now Ms. Fischman, if I remember correctly,
22 and unfortunately Mr. Abramowitz, all have
23 potential liability here for ignoring these
24 charging liens and that's what happened here.

25 THE COURT: But the cases you cited to

1 seem to all have facts where the parties are
2 having these secret negotiations without anyone
3 knowing it and in this case, it's not that. It
4 was set for trial, was it not, you all had
5 notice?

6 MS. RESNIK: So here's what happened,
7 though, and maybe this isn't clear yet. So
8 what happened -- and I did see this portion
9 before the Judge excused me and Mr. Kaplan can
10 tell you in more detail.

11 But what happened was Mr. Satin appeared
12 on the Zoom screen from the detention center,
13 okay, in his orange jumpsuit. I think
14 initially he had a mask on. He had one of his
15 criminal defense counsel --

16 THE COURT: Kristi Kassebaum.

17 MS. RESNIK: Kristi Kassebaum, exactly.
18 At that point Ms. Kassebaum asked that she be
19 put into a Zoom room and I believe, and
20 Mr. Abramowitz can correct me if I'm wrong, I
21 believe then there was a discussion in another
22 Zoom room with Mr. Abramowitz. He's shaking
23 his head no.

24 So that was our understanding, Your Honor,
25 that Mr. Satin came on and said I'm just giving

1 everything up and that he felt -- and he has
2 told Mr. Kaplan and I both that he felt that
3 that was his ticket out of jail, that there was
4 all of this duress on him and I at that point
5 had exited. I didn't hear this part so I'm not
6 really comfortable answering that part, but I
7 know Mr. Kaplan did.

8 So there was something going on, Your
9 Honor, between the parties and --

10 THE COURT: Were you present when the
11 parties went to the waiting room and came back?

12 MS. RESNIK: That's when I was excused.
13 So I can't address that.

14 THE COURT: So you were present when they
15 claim back from the waiting room?

16 MS. RESNIK: No. I was present as they --
17 I was excused at the same time they were put
18 into a waiting room. I only know about the
19 announcement through Mr. Kaplan. So that's how
20 I learned. As I said, I was in my car driving
21 from my home -- because remember it's
22 February 2021, we're still working partly
23 remotely. I was at home in the morning. I'm
24 driving to my office and Mr. Kaplan calls me
25 and basically says you won't believe what just

1 happened. But he made it clear to me --

2 THE COURT: And what was said, what was
3 the purpose of them, according to the
4 announcement in court why Ms. Kassebaum and
5 Mr. Satin were going into a waiting room? What
6 was the purpose?

7 MR. KAPLAN: I can answer that if you
8 would like.

9 THE COURT: I'm asking counsel.

10 MS. RESNIK: I honestly do not recall,
11 Your Honor, and I don't want to misrepresent
12 anything to the Court. Mr. Kaplan recalls. I
13 do not recall. I do not recall. But as I
14 said, at that point I was excused with a bunch
15 of other witnesses who were there.

16 THE COURT: Anything further?

17 MR. KAPLAN: As far as opening statement
18 goes, no, Your Honor.

19 THE COURT: Well, I think there's another
20 attorney.

21 MS. HAMILTON: Your Honor, as far as my
22 involvement, this case, as I believe the Court
23 knows, was originally set for trial
24 approximately one week before -- I believe it
25 was February 4th and 5th and I had been -- I

1 had it calendared and I was going to attend
2 that day. I had filed my notice of charging
3 lien that Mr. Abramowitz was served with and
4 the husband was served with on July 20th of
5 2020 so approximately seven months before that
6 and I also filed a supplement to the lien and
7 counsel was also on notice of.

8 In addition, I recorded those two
9 documents and I communicated in writing via a
10 letter with Mr. Abramowitz in January of 2021
11 about my charging lien and any efforts to evade
12 it. The date of the then trial was
13 rescheduled, as the Court knows, for
14 February 12th of 2021, which that date I was
15 not available to attend. I was having some
16 medical issues and needed to go to my doctor at
17 that point and I could not reschedule, but I
18 thought all was fine because there was a second
19 day of the hearing and I also notified Mr.
20 Kaplan that I could not attend, but to make
21 sure that everyone was aware that my charging
22 lien did exist at that time and had been
23 perfected by then.

24 And based upon -- I had absolutely no
25 notice of this settlement. I was not contacted

1 by Mr. Abramowitz. In fact, I didn't know
2 until -- or Mr. Satin. I didn't know until
3 this settlement was entered without or entered
4 into without absolutely any notice to me and I
5 did not know even that the case had reached a
6 final judgment until Saturday morning when I
7 was about to leave to go to the office, 10:40
8 in the morning I see on my phone and I said
9 what is this.

10 So, at that point the parties did enter
11 into this agreement without notifying myself
12 with a substantial charging lien whatsoever and
13 then the fact that it was not included, at
14 least, as a reservation in the final judgment
15 to address these three charging liens that have
16 been perfected that not only was the husband on
17 notice of but so was the wife and so was wife's
18 counsel.

19 That is where under Miller v. Scobie where
20 we are alleging that parties entering, as the
21 Court knows, states the parties are free to
22 enter into settlement agreements without their
23 attorneys, but it's the fact that they didn't
24 notify the attorneys who have charging liens
25 outstanding and nothing was -- even in the

1 reservation was even in the final judgment to
2 address that later on.

3 I was not provided a copy of the proposed
4 final judgment by Mr. Abramowitz before it was
5 sent to the Judge and that was the first time,
6 10:40 in the morning on a Saturday morning was
7 the first time I learned there was a
8 settlement.

9 THE COURT: What is your position as to
10 the legal basis for this Court to enforce a
11 charging lien against the former wife?

12 MS. HAMILTON: Your Honor, I believe the
13 legal basis is pursuant to the case law that we
14 have been arguing to the Court in our openings
15 right now as to the parties entering into an
16 agreement that does not provide for the
17 payment, the husband giving up all of his
18 equitable distribution which he would otherwise
19 in most cases be entitled to 50 percent of
20 which was significant in this case and would
21 have covered the charging liens at that time.
22 That's the basis. That was the extrinsic fraud
23 that was taking place and for them to enter
24 into this agreement as our legal basis to
25 vacate it.

1 THE COURT: Opposing counsel has cited to
2 case law that stands for the proposition that
3 this Court does not have the legal authority to
4 vacate a final judgment of Judge Bernstein. I
5 think it's O'Neal versus -- Shaquille O'Neal
6 versus Darling, 321 So.3d 309. If you can
7 address that case.

8 MS. RESNIK: That's the O'Neal case, Your
9 Honor?

10 THE COURT: Yes.

11 MS. HAMILTON: Your Honor, I believe in
12 the former wife's motion, which she did argue,
13 was that the law firm did not have standing to
14 seek rehearing. I don't believe that they were
15 arguing --

16 THE COURT: No, there's language about
17 vacating in O'Neal because I --

18 MS. HAMILTON: Let me get that.

19 THE COURT: "We first address whether the
20 successor judge had the authority to vacate the
21 predecessor judge's final judgment. We
22 conclude that he did not."

23 MR. ABRAMOWITZ: It's Headnote 4.

24 THE COURT: Yes. And that's Shaq O'Neal
25 versus Darling.

1 MS. HAMILTON: Your Honor, I'm looking at
2 the headnote and it talks about --

3 THE COURT: It starts on Headnote 1, 2, 3
4 and then goes onto Headnote 4. Under Headnote
5 1, 2, 3?

6 MS. HAMILTON: Right. Your Honor, we're
7 conceding the issue because Your Honor is now
8 the successor judge that we are not -- we
9 cannot argue for rehearing at this point.
10 However --

11 THE COURT: Or to vacate.

12 MS. HAMILTON: Well, based upon the fact
13 that there was a fraud by the parties by
14 entering into this agreement, I do not think
15 under the law it pertains that we are precluded
16 from arguing for the Court to vacate it as to
17 the equitable distribution.

18 In fact, in the O'Neal case it deals with
19 a judgment based upon disputed evidence heard
20 by the predecessor judge who then decided the
21 matter on the merits. That did not happen
22 here. The parties -- that is why I do not
23 believe the O'Neal case is actually relevant to
24 the Court's analysis on this because it is
25 simply a red herring because the issue of

1 equitable distribution in this matter was not
2 decided on the merits and it was entered based
3 upon the parties' settlement agreement.

4 Which is why it is our position that that
5 case law does not apply here and believe the
6 Court needs to look to Miller v. Scobie and
7 the -- or Scobie, whatever, it's more fun to
8 say Scobie, right, line of case law that talks
9 about the parties entering into an agreement
10 and not telling the attorneys that have
11 relevant charging liens out there that this was
12 happening and we don't have an opportunity to
13 object. That's the fraud upon the Court.

14 And, Your Honor, actually in the Sharon D.
15 Garfield, P.A. versus Green case, 687 So.2d
16 1388, it's a Florida Fourth DCA case, 1997, the
17 spouse has entered into a settlement agreement
18 without providing notice to the wife's former
19 attorney who had a perfected charging lien,
20 hence that is The Hamilton Law Firm, the person
21 standing in front of you.

22 In that case the court found that the
23 former attorney would be entitled to
24 enforcement of the lien because she had no
25 opportunity to participate in the settlement

1 negotiations and was without notice that the
2 particular negotiated judgment was going to be
3 entered and therefore was unable to protect her
4 lien rights prior to the entry of that
5 judgment.

6 THE COURT: But that was the enforcement
7 of the party who had hired counsel, not the
8 other party, correct?

9 MS. HAMILTON: Your Honor, that goes to
10 the settlement negotiations that were entered.
11 The problem is here, if Mr. Satin had entered
12 into an agreement where he received equitable
13 distribution that would have covered the amount
14 of the liens and what he owed his predecessor
15 counsel, we would not, I do not believe, would
16 be arguing that here, again, that the case
17 should be vacated because though there would
18 have been enough funds to satisfy it, but based
19 upon the fact that the parties entered into a
20 settlement of equitable distribution that
21 resulted in the husband almost receiving
22 nothing and did not even provide a reservation
23 for the liens, that's where the fraud lies and
24 that's where we're asking the Court to vacate
25 the settlement agreement that was entered by

1 the judge without knowledge to my law firm.

2 THE COURT: Anything further?

3 MR. KAPLAN: As far as argument goes, no,
4 Your Honor.

5 THE COURT: Mr. Abramowitz.

6 MR. ABRAMOWITZ: Thank you, Your Honor.

7 First and foremost, to address some
8 factual assertions that were made by Mr. Kaplan
9 that are categorically incorrect. Your Honor
10 had a scheduled hearing where we showed up and
11 the husband did not show up that formed the
12 basis for your order that you entered two days
13 ago. It, in fact, says the date of the hearing
14 in the order where you denied his motion to
15 vacate.

16 In fact, when you scheduled those, it's in
17 a court order from a Zoom hearing that counsel
18 was present for and they filed a motion for
19 continuance not to appear that day because they
20 had some conflict and the Court specifically
21 addressed that they were going forward on that
22 motion that day, which we appeared for and Your
23 Honor had a hearing for. So no motions have
24 been entered without hearings. So I want the
25 record to be clear about that factual assertion

1 that it's completely incorrect.

2 Now, let's talk about the substance of
3 what they're arguing today. First and
4 foremost, they have no standing to be before
5 you. They have never intervened in this case.
6 They have standing against their own client.
7 They have no standing against ours.

8 The Clark case in the Florida Supreme
9 Court, 85 So.2d 623, they cannot intervene to
10 sue an opposing party. But guess what, they
11 didn't do it. They filed a motion to intervene
12 on October 8, 2021 and never went forward with
13 it, ever, and that was their election.

14 They have no standing to seek anything
15 against Ms. Fishman. She is not in privity of
16 contract with them and not in privity of law
17 with them. So for that reason, they're not
18 even allowed to seek a rehearing in the first
19 place. A rehearing, under 12.530 says, "A
20 party may seek a rehearing." They have not
21 been given party status. They are allowed to
22 go after their own client. They're allowed to
23 enforce their charging liens against their own
24 client, but not against mine. So they are not
25 properly before the Court.

1 Now, the lien that they get, December 16,
2 2020, Paragraph 2, "This charging lien does not
3 in any way affect any of the rights or claims
4 concerning the Petitioner/Wife." She is not a
5 party to the agreement between the husband and
6 Kaplan, Loeb1 and there was an identical one
7 entered for Ms. Resnik. Ms. Hamilton went to
8 arbitration where Mr. Fox served as the
9 arbitrator much later on where she ultimately
10 got her judgment. So they have enforced their
11 liens. They have a lien and they've all been
12 enforced and reflected in court orders.

13 Now, before I go to the next section, they
14 keep bringing up that there was no reservation
15 of jurisdiction for their liens to be enforced.
16 First of all, there were judgments entered
17 after the fact, but when the Court reserves on
18 attorney's fees, the case law says that that
19 gives the jurisdiction and maintains their
20 rights against their client and the case is
21 Lutz v. Rutherford.

22 THE COURT: So you're saying they do have
23 another remedy?

24 MR. ABRAMOWITZ: Yes. They said that we
25 didn't reserve for them to enforce their rights

1 against their client. That is categorically
2 incorrect. When there's a general reservation
3 of attorney's fees, the Court has jurisdiction
4 to do it and they know that because they got
5 judgments after against their client.

6 In April of 2022, Ms. Hamilton got a writ
7 of garnishment that's in the docket against the
8 assets that Mr. Satin did receive from Tricera.
9 That writ is in place. So what they're saying
10 is inaccurate.

11 The case is 139 So.3d 501. "Trial court
12 has jurisdiction to grant attorney charging
13 lien against client where final judgment in the
14 underlying lawsuit reserves jurisdiction to
15 award attorney's fees that may be applicable."
16 There was a general attorney's fees
17 reservation. So they can go after their client
18 all they want. That did not happen.

19 So, aside from them not having standing
20 before the Court today, they cannot seek a
21 rehearing from Your Honor. O'Neal versus
22 Darling is directly on point and in fact it is
23 so on point that Your Honor entered on
24 April 26, 2022 another properly noticed hearing
25 an order on Mr. Satin's motion for rehearing.

1 Let me pull that up, one second, Your Honor.

2 Paragraph 5, "For the purposes of ruling
3 on the Former Husband's motion for rehearing as
4 it relates to the February 13, 2021 final
5 judgment of dissolution of marriage, the
6 question of whether the husband's motion is
7 timely inappropriate is not an issue that this
8 Court needs to address for the purposes of this
9 rehearing. Irrespective of the timing of the
10 Former Husband's motion for rehearing and his
11 voluntary dismissal of the appeal as it relates
12 to the February 13, 2021 final judgment of
13 dissolution of marriage, as that final judgment
14 of dissolution of marriage was entered by this
15 Court's predecessor, this Court will not grant
16 rehearing. See O'Neal versus Darling. When a
17 predecessor judge renders a final judgment on
18 the merits and then it's reassigned to a
19 different circuit court division and therefore
20 unavailable to hear the motion for rehearing, a
21 hearing and ruling thereon by this Court is not
22 appropriate, rather the proper procedure would
23 have been for the former husband to take an
24 appeal."

25 Certainly the lawyers don't get greater

1 rights than Mr. Satin does. So they should
2 have gone to appeal. They did not. Now,
3 that's another reason why they're not properly
4 before the Court.

5 There is a distinction. A successor judge
6 can hear a 1.540 motion, not a 1.530 motion and
7 that's where fraud comes in and they didn't do
8 that because they never got party status to do
9 that and now that Mr. Satin appealed that final
10 judgment and then voluntarily withdrew it and
11 the Third District Court of Appeal entered an
12 order adopting the dismissal, that boat has
13 sailed.

14 Let's talk about assuming they had
15 standing and assuming Your Honor could hear it,
16 they have completely misread every single case
17 that they are relying upon. Every case that
18 they are relying upon is a situation
19 hypothetically where my client transfers money
20 to their client and doesn't give it to them
21 around their charging lien. Ms. Fishman hasn't
22 given Mr. Satin a cent. In fact, this judgment
23 and the funds that she got is not just for
24 equitable distribution. It was for child
25 support because she has supported two children

1 by herself in that house that she owns.

2 So, lets talk about the cases they talk
3 about. It's notice. That hearing that day --
4 first of all, the first order setting hearing
5 was from October of 2020. Go to the last page
6 of that order and every lawyer at that table is
7 on the E-service, every lawyer. In the order
8 setting the hearing, they knew equitable
9 distribution was going to be determined on that
10 day. They had notice that it was going to be
11 resolved that day no matter what.

12 And, in fact, Mr. Kaplan showed up. In
13 his pleadings he said he objected, but then
14 today he diverted from that saying I am
15 objecting today, but his written documents said
16 otherwise. He objected and Judge Bernstein
17 wanted that judgment immediately. That's the
18 instruction I received. Not to wait, to get it
19 to him immediately which was not surprising
20 given what was going on in this case.

21 Mr. Kaplan made an unequivocal objection.
22 Their client, without participation of mine in
23 any other Zoom room, in any other meeting, came
24 back from his meeting with Kristi Kassebaum and
25 said, "I waive my equitable distribution for

1 those things."

2 Then we went and we announced it on the
3 record. The Judge colloquied everyone as it
4 said in the actual final judgment and that's
5 what occurred. And, in fact, Judge Bernstein
6 told Mr. Kaplan, I think this situation is
7 different and I don't agree with you and that's
8 why Mr. Kaplan said he was giving him case law
9 and Judge Bernstein went forward with a full
10 day of this hearing, including having the
11 evidentiary hearing on ongoing child support.

12 THE COURT: Did all three law firms have
13 notice of that trial?

14 MR. ABRAMOWITZ: Every single one. If you
15 look at the -- we had an original scheduled
16 trial for February 4th and February 5th. All
17 three firms were noticed if you look at the
18 electronic E-service on the last page of the
19 order. I think it's Page 6. When the case was
20 reset after that, all three firms on there
21 again. In fact, Mr. Kaplan showed up and he
22 made the objection. So he was there on the
23 date of the objection. Everyone had notice.
24 Every attorney had notice. They received the
25 same notice that I got.

1 Now, Soule, the case out of the Fourth DCA
2 from 2000 which, by the way, is after the date
3 of the cases they cite to, it's the most recent
4 one regarding this issue, is this exact
5 situation. One party waived their equitable
6 distribution and the party that kept it, the
7 attorney came in and objected and the judge
8 said there's no fraud because there was no
9 backroom deal. And the Fourth DCA said this is
10 not the same circumstance. There's been no
11 meetings we would have with Mr. Satin for any
12 reason and nor did that ever happen. He came
13 to court that day. He did what he did because
14 he wanted to as he often does and that was it.

15 And the judge said -- and by the way,
16 Mr. Satin did receive assets. He received two
17 investments from Tricera. One that there's a
18 civil lawsuit pending right now because they
19 have the money but they don't know how to get
20 rid of it. But Ms. Hamilton has a writ of
21 garnishment entered in this Court to take all
22 of that money. I don't even know if she's
23 taken it yet.

24 Now, they make a claim that they don't
25 know whether I took money out of my trust

1 account. I have an email, multiple, to Mr.
2 Kaplan that I did not take any money out of my
3 trust account because what they didn't tell you
4 is we had a subsequent hearing before Judge
5 Bernstein and in that order after this whole
6 thing occurred, he entered an order that said
7 what's coming out of the trust account is money
8 to pay Dr. Sczechowics, Ms. Trainor and Ms.
9 Kamen.

10 The rest, which is around \$30,000 or so,
11 will remain in trust which is for retroactive
12 child support and equitable distribution for
13 Ms. Fishman. I still have -- and they know
14 that because I put that in writing to them and
15 I even gave them the exact balance of what was
16 in there. So I am shocked that they are coming
17 before the Court today to suggest anything
18 other than that.

19 THE COURT: Address their argument that
20 they cited to, I believe it was Litman and
21 Sharon and they're arguing that in this case
22 there is fraud because they were unaware that
23 the settlement agreement was taking place.

24 MR. ABRAMOWITZ: There was no fraud and
25 there's two reasons that those cases don't

1 apply as stated in Soule. First and foremost,
2 there was no fraud because fraud in these
3 situations, as stated by the Supreme Court, is
4 when there is -- it's done behind their backs
5 and there's money transferred to their clients
6 behind their backs.

7 When this occurred this was in front of a
8 judge, it was done at that time and it was
9 announced in court where Mr. Kaplan objected.
10 So there's no fraud. There was no backroom
11 deal. Those cases don't apply and the biggest
12 reason those cases don't apply is every single
13 case that they cited to, and I went through
14 them at length this morning, Hutchins and Davie
15 and every case they cited to is where my client
16 would have transferred money to their client
17 behind their back. That never happened.

18 The fact that Mr. Satin came into Court
19 and said I'm waiving my interest in those
20 things because of equitable distribution,
21 because of retroactive child support and then
22 us accepting that in front of a judge was not
23 the result of us having a backroom deal or
24 having discussed it.

25 He went into a room with Ms. Kassebaum, in

1 a Zoom room, none of us went into any other
2 room. We stayed in open court and did not go
3 anywhere and then they came back and it was
4 only about ten minutes or so and that's when
5 the announcement came. Judge Bernstein
6 colloquied Mr. Satin to be sure that this is
7 what he was doing. Mr. Kaplan made his
8 objection. Nothing was done behind anyone's
9 back at any time. Everything was in front of a
10 circuit court judge. At the entire time they
11 had notice. They, in fact, objected. Their
12 motion is without merit and we ask that it be
13 denied.

14 Thank you, Your Honor.

15 THE COURT: I have two additional
16 questions. They have argued that the fact that
17 the final judgment does not contain any
18 language pertaining to their liens should be a
19 basis for granting this motion. If you could
20 briefly address that.

21 MR. ABRAMOWITZ: Sure. So that's the case
22 that I brought up earlier and I can give
23 counsel a copy of it. Can I approach, Your
24 Honor, because I don't think it was in my
25 original response?

1 THE COURT: It was not. Thank you.

2 MR. ABRAMOWITZ: And I've highlighted a
3 headnote that when you have a general
4 reservation of attorney's fees, that is
5 sufficient for the Court to maintain
6 jurisdiction over a lien, but here is the good
7 news --

8 THE COURT: And there was a reservation on
9 that final judgment?

10 MR. ABRAMOWITZ: Oh, yes, yes, yes. I
11 will tell you what paragraph it's in. I
12 believe I highlighted it. Paragraph 7, "This
13 Court also reserves jurisdiction to address any
14 outstanding claims for attorney's fees and
15 costs," okay?

16 THE COURT: Okay.

17 MR. ABRAMOWITZ: And of course they know
18 they have jurisdiction because after that, they
19 got judgments. So of course the Court had
20 jurisdiction because it entered the orders
21 effectuating their liens. Ms. Hamilton in
22 April of 2022 got a writ against Mr. Satin's
23 money and, by the way, a second writ against
24 his Bank of America account. So the Court has
25 jurisdiction between them and Mr. Satin. No

1 objection there. In our written response we
2 don't object to that, nor have we ever.

3 THE COURT: Mr. Kaplan indicated in his
4 argument that this was his opening statement
5 alluding to that this was going to be an
6 evidentiary hearing. What's your position with
7 regard to that?

8 MR. ABRAMOWITZ: They have no right to an
9 evidentiary hearing. First and foremost, a
10 court when they're dealing with a rehearing if
11 it is a party and if they have standing under
12 the rules is authorized to enter an order on
13 that without a hearing.

14 There is no basis for an evidentiary
15 hearing. Since they don't have standing and
16 since this is from a successor judge, this is
17 not an evidentiary hearing, Your Honor.

18 THE COURT: Okay.

19 MR. ABRAMOWITZ: Thank you.

20 THE COURT: Rebuttal.

21 MR. KAPLAN: I would like clarification
22 from Mr. Abramowitz. Yes, at the hearing I did
23 object to this and I told the judge, "Judge, I
24 believe there's case law that says parties
25 can't enter into an agreement doing an

1 end-around of the attorney's fees." The Judge
2 agreed to give me time to submit that
3 information, the case law to support that. So,
4 yes, I was there. I did object. The Judge did
5 not rule on the record at that point and he did
6 excuse me. Mr. Abramowitz, in violation of the
7 Rules of Procedure, submitted a final judgment
8 without copying anybody else and submitted it
9 to the Judge.

10 THE COURT: But clearly Judge Bernstein
11 thought that you had had sufficient time since
12 he entered that final judgment on the following
13 day, no?

14 MR. KAPLAN: You can put me under oath,
15 I'm telling you as an officer of the Court, I
16 advised the Judge I was going out of town and
17 the Judge -- and we weren't set for the second
18 part of hearing for another month and a half, I
19 clearly did not have time to do it. The Judge
20 knew I was going home to pack and I had an
21 early like some ungodly hour flight that
22 Saturday morning. Mr. Abramowitz sent the
23 order that afternoon. My recollection says
24 somewhere around 3 or 4:00 in the afternoon he
25 submitted the final judgment, didn't put

1 anybody on notice that he was doing so and
2 Judge Bernstein signed off on it without making
3 any changes.

4 THE COURT: Before you left the courtroom,
5 did Judge Bernstein say he was going to
6 reschedule this matter for another hearing?

7 MR. KAPLAN: We had another date scheduled
8 for a month and a half later for April. It was
9 a two-day trial.

10 THE COURT: Did Judge Bernstein say he was
11 going to reschedule the matter for another
12 hearing date?

13 MR. KAPLAN: Yes. Yes, timesharing was
14 coming up and the Judge was giving me an
15 opportunity to submit to him the case law. He
16 didn't say, "Mr. Kaplan, get it before you go
17 away." He said, "Mr. Kaplan, have a good
18 trip," and he bid me farewell and I was going
19 to send it the following week, you know, during
20 my vacation because I knew where the case law
21 was, I just didn't have it at any fingers
22 because I wasn't expecting a settlement that
23 was circumventing the lawyers to be entered
24 that day.

25 THE COURT: So you're saying that Judge

1 Bernstein, not on timesharing, on the issue
2 where he was going to, according to your
3 argument, give you some time for case law, he
4 said that he was going to reset that issue for
5 a different day in court?

6 MR. KAPLAN: He didn't say it one way or
7 the other. He said, "You can submit your case
8 law, Mr. Kaplan." He didn't say submit it that
9 day. He said, "You can submit your case law,
10 Mr. Kaplan." I said, "Your Honor, can I be
11 excused so I can go pack?" He wished me well
12 said yes and then they were going to be
13 addressing other issues that day, not the
14 equitable distribution.

15 THE COURT: Do you have a transcript?

16 MR. KAPLAN: I do not.

17 THE COURT: Please continue.

18 MR. KAPLAN: I would like to call my first
19 witness, Your Honor, because -- I would like to
20 call my first witness.

21 THE COURT: So the Court needs to first
22 make a legal determination pursuant to the case
23 law that has been provided by both sides and
24 then depending on the Court's ruling, the Court
25 may or may not reschedule this matter for an

1 evidentiary hearing.

2 MR. KAPLAN: Understood.

3 THE COURT: Rebuttal for the other two law
4 firms. I want to give you an opportunity to
5 have the final word because it's your motions.

6 MS. HAMILTON: Thank you, Your Honor.

7 As to Mr. Abramowitz's argument that the
8 law firms did not intervene, first of all, that
9 is a red herring, that argument before the
10 Court. That is to divert the Court from
11 listening to the issues before the Court.

12 First of all, the law firms did file a
13 motion to intervene after Mr. Abramowitz
14 brought that up just -- just in case, but we
15 did not seek a hearing on it. After it had
16 been set, it was continued at one point or
17 rescheduled, I'm sorry, and we did not actually
18 set the hearing because that was solely a red
19 herring.

20 I bring the Court's attention to Litman v.
21 Fine, Jacobson, Schwartz, Nash, Block & England
22 that Ms. Resnik already quoted to the Court,
23 and the footnotes in that opinion state,
24 Footnote 4 specifically states, "the attorney
25 may proceed in that suit to have his lien

1 established," to a charging lien. "Where,
2 however, there as been a settlement, the funds
3 may be outside the custody of the court, making
4 the assertion of a lien before the close of the
5 original proceeding, essential to maintenance
6 of the right in the original action to enforce
7 the lien against the settlement proceeds."

8 So, first, we complied with that, all of
9 our liens.

10 THE COURT: Does that case say you are not
11 required to intervene because, again, I keep
12 stressing you represented Mr. Satin. So does
13 that case stand for the proposition that you --
14 there's no need to intervene in order to be
15 able to assert your rights against the former
16 wife?

17 MS. HAMILTON: So, Your Honor, both the
18 Litman and the Richman, Greer case that we have
19 cited to state that the attorneys with charging
20 liens have every right to proceed in that
21 action to pursue their charging liens and even
22 if one of their -- if their client does not
23 proceed to an appeal of a matter, to even
24 appeal any issues on this. So --

25 THE COURT: Against your client.

1 MS. HAMILTON: No, it doesn't say that,
2 Your Honor. It talks about charging liens in
3 general.

4 THE COURT: The fact patterns on any of
5 the cases that you have cited, do they include
6 asserting your rights of a charging lien
7 against the other party, not your client, when
8 there's not been intervention? There was a
9 motion to intervene that was filed, for some
10 reason you all did not go forward with it.

11 MS. HAMILTON: Right, because we did not
12 believe we are required to intervene because of
13 these two cases that I have cited, the language
14 that talks about the court -- and this is the
15 Richman case I'm citing to now, "The Court
16 retains jurisdiction to hear any motion
17 affecting the judgment until it is fully
18 executed and the attorney may proceed in that
19 suit to have his lien established."

20 And then it quotes again the same language
21 that I was quoting to before. Your Honor --

22 THE COURT: Do the facts have to do with
23 exercising the lien against the other party?

24 MS. HAMILTON: So the Sharon D. Garfield
25 versus Green case, which I was citing to before

1 talks about the parties entering into a
2 settlement without providing notice to the
3 former wife's attorney who has the protected
4 charging lien. So those facts would be very
5 similar to this case here and in that case
6 where they found they were entitled to the
7 enforcement of the lien because the attorneys
8 had no opportunity to participate in the
9 negotiations of the settlement.

10 We already have standing. As three law
11 firms that have protected charging liens before
12 the entry of the final judgment, we do not need
13 to intervene into this lawsuit because all of
14 the case law stands for the premise that you
15 have the right to litigate your charging lien
16 within the divorce matter, which is the matter
17 that the charging lien was filed.

18 So that is why this matter of we must
19 intervene and file a motion to intervene is
20 simply a red herring. None of the cases -- the
21 Warshaw-Seattle case, which is the Clark case
22 that Mr. Abramowitz was citing to, that doesn't
23 have to do with a charging lien. That talks
24 about where attorney's fees are owed. There's
25 no charging lien that's discussed in that case.

1 So that, again, is a red herring by
2 Mr. Abramowitz.

3 So, once again, we go back to the
4 extrinsic fraud that was upon the Court and I
5 point to, Your Honor, the fact that a final
6 judgment was submitted to the Court, and even
7 if none of us knew the final judgment, we would
8 be on notice so therefore maybe the Soule or
9 Soule case would apply at that point, but we
10 had no idea that the Court was going to be
11 entering a final judgment at that point.

12 So we didn't have the right to attend a
13 hearing where the settlement was going to be
14 entered by the Court as they did in Soule case.
15 That's where the difference here lies. The
16 fact that there was some sort of participation
17 in a very deliberate attempt to not have the
18 three law firms know that a final judgment was
19 being entered so we could have immediately
20 filed something until after that final judgment
21 was enter is very disturbing as to what was
22 being done to evade the attorneys' charging
23 liens.

24 And as the Court knows, when counsel or
25 the other side takes actions to evade a

1 charging lien and who is on notice of the
2 charging lien and who impairs that lien, they
3 become liable for the amount due. That's the
4 Law Office of Michael -- I'm not sure how to
5 say it -- Brehne versus Porter, 268 So.3d 854.
6 That's a Fifth DCA case. And also the Brown
7 versus Vermont Mutual Insurance, which is 614
8 So.2d 574.

9 And Mr. Abramowitz does have some of the
10 parties' funds that should have been part of
11 them being distributed to Mr. Satin in his
12 trust account and they are sitting there. And
13 I will submit to the Court, the evidence will
14 show all three of these attorneys sitting at
15 this table asked Mr. Abramowitz many, many
16 times if he had distributed the funds and it
17 wasn't until after a hearing, I believe it was
18 on March 3rd of 2021, where we brought that to
19 the Court's attention did Mr. Abramowitz
20 finally respond to us and tell us if the funds
21 had been distributed and whether they were
22 actually sitting in his trust account or not.
23 Those facts alone go to show that there was
24 something going on. There was a backdoor deal
25 going on to evade these attorneys' charging

1 liens which is the basis to vacate.

2 THE COURT: What is your position as to
3 whether you have another remedy or not?

4 MS. HAMILTON: Well, any remedy that we do
5 have, Your Honor --

6 THE COURT: Does the Court reserve
7 jurisdiction on the final judgment?

8 MS. HAMILTON: Looking at the Lutz case
9 that we were just presented, that does not
10 address -- it addresses a charging lien when
11 you're having jurisdiction, "The court has
12 jurisdiction to adjudicate or address a
13 charging lien against a party's own client."

14 It doesn't state anything with regard to
15 reservation of jurisdiction to address whether
16 we should be vacating the final judgment and
17 whether there was a fraud upon the Court in the
18 settlement.

19 So as to other remedies, there was -- as
20 to the remedies, there is a very small limited
21 asset in light of what the parties have and
22 what was available to be liened by the three
23 law firms against the husband's equitable --
24 what he could have received in equitable
25 distribution and that is not sufficient. It's

1 very minor compared to the rest of the marital
2 estate.

3 So, therefore, our position is there is a
4 remedy, a very small amount that we could in
5 terms of Tricera, but there is nothing else.
6 The fact that he gave up all other equitable
7 distribution, there was a house that was a
8 million dollars. It had approximately \$480,000
9 of equity in it. There was 401ks in the
10 hundreds of thousands of dollars. There was
11 Charles Schwab accounts. There were businesses
12 with large bank accounts. All of these assets
13 were available if there were -- if he had not
14 waived the equitable distribution in order to
15 evade these charging liens that the charging
16 liens could have been executed against and for
17 the law firms to be paid.

18 THE COURT: And then, finally,
19 Mr. Abramowitz was arguing that in the case at
20 bar there was no secret agreement since this
21 was in open court where the Court had
22 colloquied Mr. Satin and all three law firms
23 had notice that the case was set for trial. So
24 they could have come to an agreement at any
25 point during the trial. If you will address

1 that because the cases that you cited to, none
2 of them seem to be parallel to the facts where
3 there's an open colloquy in open court with the
4 judge colloquing the parties with a court
5 reporter.

6 MS. HAMILTON: Your Honor, the fact that,
7 yes, there was apparently a colloquy but I
8 wasn't made aware of that, nor was I notified
9 that a settlement was being entered into that
10 day.

11 What I submit to the Court is because
12 there was a second day of trial scheduled, we
13 did not finish the trial, it was reset to
14 April -- actually it was scheduled for April
15 that day already to hear the remainder of the
16 case, no one was on notice a final judgment
17 would have been entered.

18 Pursuant to the case law it would have
19 been the -- it would have been the Zipkin case.
20 It would have been appropriate and the correct
21 thing to do would have been to say, "All right,
22 we're going to set this for hearing. The Court
23 will then at that time adjudicate the
24 settlement," and the attorneys would have had
25 their right to object as they did in that case

1 and then maybe we wouldn't have a leg to stand
2 on here. But that didn't happen. A final
3 judgment was entered without our knowledge,
4 without the proposed final judgment being sent
5 by Mr. Abramowitz to the three attorneys. It
6 wasn't just one attorney that was left off,
7 attorneys were present that day and that's why
8 it's distinguishable here, Your Honor.

9 THE COURT: So I'm going to take this
10 under advisement. I'm going to ask you all to
11 upload competing proposed orders including case
12 law. Please address the opposing side's case
13 law as to why you believe it is
14 distinguishable.

15 I want to thank all sides for your
16 professionalism and for the papers, the
17 memorandum of law were very well drafted.

18 So the record is clear, this was a
19 duly-noticed hearing. Mr. Satin is not
20 present, has not participated in these
21 proceedings. As I stated before at the
22 beginning of this hearing, there's already an
23 order in place that affects Mr. Satin's request
24 to -- that you indicated today that he wanted
25 to attend via Zoom.

1 In any event, how much time do you all
2 need for competing proposed orders? Again, I
3 need you all to include case law and the
4 opposing side's case law and distinguish them
5 and to keep it cleaner, I need an order and a
6 competing order for every one of the motions.
7 I don't want just one order for all three of
8 the law firms because you made somewhat
9 different arguments. Mr. Kaplan made somewhat
10 different arguments than Ms. Hamilton did.

11 MR. KAPLAN: Your Honor, is two weeks from
12 Monday acceptable to the Court?

13 THE COURT: That's fine.

14 MR. ABRAMOWITZ: Yes, that's fine.

15 THE COURT: Two weeks.

16 So I'm going to need competing orders on
17 The Hamilton Law Firm's motion to stay
18 enforcement of final judgment and objection to
19 final judgment of dissolution.

20 I'm going to need competing orders on Kahn
21 & Resnik's emergency motion to stay enforcement
22 of final judgment and/or rehearing.

23 Then one competing order, one set of
24 competing orders on Kaplan, Loebel, Kahn &
25 Resnik's objection to the final judgment

1 dissolution of marriage.

2 MR. ABRAMOWITZ: Understood.

3 THE COURT: Any questions?

4 MR. ABRAMOWITZ: No. Thank you for your
5 time, Your Honor.

6 THE COURT: So the due date is --

7 MS. HAMILTON: I was going to ask the
8 Court about that. September 5th is what we
9 calculated.

10 MR. ABRAMOWITZ: Two weeks from Monday.

11 MR. KAPLAN: That's Labor Day.

12 THE COURT: September 13th, is that fine?

13 MS. HAMILTON: That would be better.

14 MS. RESNIK: That would be great.

15 MR. ABRAMOWITZ: September 13th.

16 THE COURT: I just gave you an extra week.

17 MR. KAPLAN: That's okay. We will take
18 it.

19 MS. HAMILTON: We will take it.

20 MS. RESNIK: No objections.

21 MR. KAPLAN: Not only no objections, with
22 gratitude.

23 THE COURT: I really would rather, though,
24 September 6th if it's okay with you all.

25 MR. ABRAMOWITZ: Yes, Your Honor.

1 THE COURT: So it's going to be
2 September 6th, 5:00 p.m. is the due date for
3 all of the competing orders and it's going to
4 be three sets of competing orders.

5 MR. KAPLAN: Three?

6 THE COURT: Yes.

7 MS. RESNIK: I got it. I will explain it
8 to you.

9 THE COURT: Any other questions?

10 MS. HAMILTON: Your Honor, you mentioned
11 also the case law. Do you want us to upload
12 the case law with it?

13 THE COURT: No, I already pulled the case
14 law. I have it already, but in your competing
15 proposed orders I want you to include reference
16 to the case law that you're relying on and to
17 include reference to the opposing side's case
18 law in an attempt to distinguish it and I will
19 review it.

20 MR. ABRAMOWITZ: Understood. Thank you,
21 Judge.

22 MS. HAMILTON: Thank you.

23 (Thereupon, at 3:40 p.m. the hearing was
24 concluded.)

25

CERTIFICATE

STATE OF FLORIDA)
COUNTY OF DADE)

I, Jill M. Kircher-Echarte, court reporter and Notary Public, in and for the State of Florida at large, do hereby certify that I was authorized to and did report said hearing in stenotype; and that the foregoing pages, numbered 1 to 60, inclusive, are a true and correct transcription of my shorthand notes of said hearing.

I further certify that said hearing was taken at the time and place hereinabove set forth and that the taking of said hearing was commenced and completed as hereinabove set out.

I further certify that I am not an attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

IN WITNESS WHEREOF, I have hereunto hand this 24th day of August, 2022.

Jill M. Kircher
Jill M. Kircher

State of Florida - Notary Public
My Commission No. GG 985081
Expiration: July 29, 2024.

