

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

MARTIN SISKIND,  
RAYMOND KLEIN,  
MARK KAMILAR,

**CASE NO.: 2017-019167-CA-01**

Plaintiffs,

vs.

RICHARD SISKIND, and 5811  
INVESTMENT GROUP, LLC,  
a Florida limited-liability company.

Defendants.

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**PLAINTIFFS' MOTION TO APPROVE SETTLEMENT**

**COME NOW** Plaintiffs Martin Siskind, Raymond Klein, and Mark Kamilar, by and through undersigned counsel and hereby moves this Court to enter its order approving settlement and as grounds therefore would show as follows:

1. The Parties hereto entered into a Comprehensive Settlement Agreement of March 12, 2018 a copy of which is attached hereto as Exhibit "A".
2. The Parties are desirous that the settlement agreement become an Order of Court enforceable by further order.

**WHEREFORE** Plaintiffs pray this Court enter its Order accepting the Settlement Agreement and allowing further enforcement thereof through Court processes.

**CERTIFICATE OF SERVICE**

**IT IS HEREBY CERTIFIED** that a true and correct copy of the foregoing was served electronically upon: (pleadings@prmiamilaw.com; jcastellon-vega@prmiamilaw.com; jrodriguez@prmiamilaw.com) Javier J. Rodriguez, Esq., Peres & Rodriguez, P.A., 95 Merrick Way, Suite 600, Coral Gables, Florida 33134 on this 13<sup>th</sup> day of April, 2018.

**LAW OFFICE OF MARK A. KAMILAR**  
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Coconut Grove, Florida 33133  
Tel: (305) 567-1112  
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mkamilarlaw@gmail.com

*/s/ Mark Kamilar*  
**MARK A. KAMILAR, ESQ.**  
**FL BAR NO.: 298141**

# **EXHIBIT "A"**

## SETTLEMENT AGREEMENT

COME NOW the Parties to this Agreement, **5811 Investment Group, LLC** ("5811 Investment Group") and **Richard Siskind** ("Richard"), Parties of the First Part and **Martin Siskind** ("Martin"), **Raymond Klein** ("Klein"), **Daniel K Properties, Inc.** ("Daniel K Properties"), and **Mark Kamilar** ("Kamilar"), Parties of the Second Part (collectively referred to as the "Parties") and hereby agree as follows:

WHEREAS, each of the Parties has disputed ownership and/or claimed an interest in the sale and division of proceeds regarding the real property located at 5811 North Miami Avenue, Miami, Florida 33127 including: 5837 North Miami Avenue, Miami, Florida 33127 (hereinafter referred to as "Villa Paula"), and 24 NW 58<sup>th</sup> Street, Miami, Florida 33127 (hereinafter referred to as the "Trout" property), which is currently held in the name of 5811 Investment Group, LLC, and the property at 10 NE 59<sup>th</sup> Street, Miami, Florida 33137 (hereinafter referred to as the "Daniel K" property) (all of which are collectively hereinafter referred to as the "Properties"); and

WHEREAS, Martin asserts that he has in the past provided funds for the purchase and reconstruction of Villa Paula and other properties; and

WHEREAS, Klein asserts that he has in the past provided funds for the purchase of Villa Paula in the form of a first mortgage, has advanced/lent other sums

to Martin regarding the Properties and for Martin's personal expenses, and has further agreed that the Daniel K property be sold as part of the Villa Paula sale pursuant to the Option Agreement in favor of 5811 Investment Group which is attached as Exhibit "A"; and

WHEREAS, Kamilar asserts that he has provided legal services which assisted in the acquisition and operation of the Properties, and have benefitted Martin personally; and

WHEREAS, Richard asserts that he has provided funds for the purchase of Villa Paula and has further advanced additional sums regarding the Properties and for Martin's personal expenses; and

WHEREAS, 5811 Investment Group is an entity created by Richard that holds legal title to the Villa Paula property and the Trout property in which other parties are claiming an interest, and that holds an option to purchase the Daniel K property; and

WHEREAS, there are certain disputes regarding the Properties and funds and expenses associated therewith, including the filing of Miami-Dade County Circuit Court Case No.: 2017-019167-CA-01 ("the Action"), that the Parties wish to resolve pursuant to this Settlement Agreement, which is intended to fully and finally resolve any and all claims which exist as of the date this Settlement Agreement is executed.

NOW THEREFORE in exchange for Ten Dollars (\$10.00) and other good and sufficient consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:




1. Global Settlement of All Claims: The Parties herewith enter into a comprehensive settlement agreement ("the Settlement Agreement"), which provides for the settlement of the Action and all outstanding issues between the Parties, the dismissal of the Action with prejudice, and the exchange of mutual general releases in the standard form, with the only obligation of the parties to each other going forward arising from the terms of this Settlement Agreement.

2. Creation of Trust: As part of this Settlement Agreement, Richard and 5811 Investment Group agree that 5811 Investment Group is holding legal title to the Villa Paula property and the Trout property and an Option on the Daniel K property in trust, and that upon a sale of these properties, and after the specific disbursements from the sale proceeds as set forth in paragraph 5 below, the remaining proceeds will be transferred to a bank account owned by a trust ("the Trust") for the benefit of Martin Siskind and his daughters, Evie Montila and Annabel Woods ("the Daughters"). A suitable financial institution will be selected to serve as Trustee, and the corpus of the trust will be invested in conservative investments that will protect the principal yet still generate reasonable income. A draft trust agreement is attached hereto as Exhibit "B" and will be executed by all



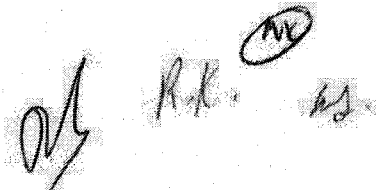
necessary parties, taking into consideration any additional reasonable modifications required by the selected institutional Trustee. The effective date of the Trust will be the date this Settlement Agreement is executed (the "Effective Date").

3. Sale of the Property: The Parties agree to list the Properties, including the Villa Paula property, the Daniel K property and the Trout property with Sotheby's Realty and Jean Louis Delbeke at an initial listing price of \$4,500,000 collectively. The listing agreements have been reviewed and approved by all Parties. Richard will sign the listing agreements on behalf of 5811 Investment Group immediately upon execution of this Settlement Agreement. Klein will also sign the listing agreements on behalf of Daniel K Properties immediately upon execution of this Settlement Agreement. Any decisions regarding a reduction in the listing price, the timing of any such reductions, whether to accept or reject any offer, and whether to make counteroffers, will be based upon the recommendation of the listing broker, which will be deemed presumptively reasonable. All such decisions, once the listing broker's recommendation is received, will be made by Richard in consultation with Martin. In the event the parties are unable to agree on such decisions, the parties will submit the matter to the Court hearing the Action for a determination which will be binding on the Parties. The Court will treat the broker's recommendation as presumptively reasonable, and the party opposing the recommendation shall have the

burden of proof as to why the recommendation is unreasonable and what the proper decision should be.

4. Upkeep of the Properties Pending Sale: Neither Richard nor 5811 Investment Group will be responsible for any of the expenses of the Villa Paula property, or the Trout property from and after the Effective Date, including but not limited to real estate taxes, insurance, utilities and reasonable maintenance. Without limiting the generality of the foregoing, as to the Villa Paula property, all such expenses will be advanced by Klein, will be repaid from the proceeds of the sale of the Villa Paula property, and will be treated as if advanced under his first mortgage. These expenses are agreed to include the payment of \$3,000.00 per month to Martin for expenses related to Villa Paula which are detailed in attached Exhibit "C". The information provided thus far for proposed expenses to repair Villa Paula in the amount of \$32,984.60 is also approved. As to the Trout property, insurance and lawn cutting shall be advanced by Ray Klein and by the agreement of the parties will be treated as if advanced under his first mortgage on the Villa Paula property. Taxes will accrue for the first year. Any further expenses will be subject to full disclosure and prior, written approval by Richard. If Richard does not approve of a particular expense, any party may file a motion to have the reasonableness and/or necessity of the expense decided by the Court. Any payment currently due for real estate taxes on the Villa Paula property will be advanced by Klein at the time this Settlement

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Agreement is executed and will be treated as if advanced under his first mortgage. Klein will continue to pay all expenses of the Daniel K property, and will continue to receive all rental income therefrom, until such time as the Option Agreement is exercised. If Plaintiffs breach their obligation to pay any insurance, taxes, utilities, and reasonable maintenance costs, or fail to make the necessary payments within ten (10) days of receiving written notice of breach from Richard, Martin shall become liable for such sums as well as payment of all rent due under the Lease Agreement between 5811 Investment Group, as landlord, and Martin, as tenant, dated April 8, 2016 ("the Lease") from and after the date of execution of the Lease. Otherwise, the Lease shall not be enforced. Further, if Richard is required to pay any expenses of the Villa Paula property or the Trout property after the Effective Date, he will be entitled to collect interest on these advances at the highest rate permitted by law.

5. Payments from Proceeds of the Sale of the Properties: The following items will be paid from the proceeds of the sale of the Villa Paula property, the Trout property, and the Daniel K property, in the following order of priority:

a. Brokerage commissions, taxes (including any capital gains taxes), transfer fees and/or other closing costs.

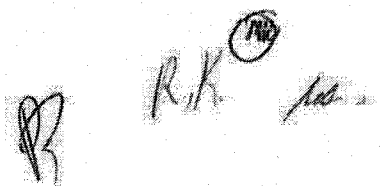
b. The sum of \$140,000.00 plus closing expenses shall be paid to Daniel K Properties if the Daniel K property is sold along with Villa Paula. In that event, the balance of the sale proceeds on the Daniel K property shall be transferred

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to the Trust. Klein and Daniel K Properties agree that the Daniel K property will not be listed or sold separately from Villa Paula, unless and until Villa Paula is acquired separately by a third party that does not also purchase the Daniel K property.

c. The sum of \$400,000.00 to Richard for: (i) his mortgage and interest on the \$250,000 balance; (ii) reasonable legal fees and court costs, including for creation of the Trust; (iii) all amounts Richard has expended on the Villa Paula property and Daniel K property, for insurance, taxes, utilities, consulting fees, etc.; and (iv) any amounts previously expended by Richard on Martin's behalf, including for condominium expenses, association fees, medical expenses, taxes, etc. Expenses under (ii-iv) prior to the signing of this Agreement are agreed in the total sum of \$400,000.00. Any future items (ii)-(iv) incurred after February 1, 2018, will be calculated at closing and disclosed and documented to Martin, who will have an opportunity to object to the extent not otherwise covered by this Settlement Agreement.

d. Raymond Klein's mortgage (\$250,000.00) plus interest; any expenses Klein has incurred in maintaining the Villa Paula property after February 1, 2018 as provided in paragraph 4, including but not limited to the \$32,984.60 in repairs which have already been approved, plus real estate taxes, and \$3,000.00 per month in maintenance costs for Villa Paula; with a final amount to be calculated at



closing and disclosed and documented to Richard, who will have an opportunity to object to the extent not otherwise covered by this Settlement Agreement.

e. Martin's legal fees, payable to Kamilar, to be calculated finally at closing and disclosed to Richard who does not object to billings from September 28, 2015 to October 31, 2017 in the amount of \$125,130.19, but who will have an opportunity to object as to billings and costs subsequent to these dates.

f. The sum of \$200,000.00 plus interest to Klein for loans to Martin for artwork and prior repairs to the Villa Paula property. In connection with the agreement that this loan shall be paid from the proceeds of the sale of the Villa Paula property and the Daniel K property, Klein shall release \$100,000 worth of artwork to Martin and shall retain \$35,000 in artwork free and clear of any claim by Martin.

g. The amount of \$28,000.00 due to Trout and others for sums advanced to Martin to allow him to purchase and improve the Trout property. This payment will be made directly to Trout at closing, provided he executes a release of any and all claims he has or may have to the Trout property and against all of the Parties hereto in exchange for such payment.

6. The Trust for Martin and the Daughters: The balance of the sales proceeds after the payment of the above items will be placed in the Trust, which will provide for distributions to Martin of \$100,000 per year for living expenses (except as otherwise provided due to recoupment of any advance). The \$100,000 includes

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the payments for association dues and assessments, real estate taxes, insurance premiums, structural maintenance and upkeep for the condominium where Martin resides and that is owned by Richard's son Neil Siskind (the "Condominium") and that may be transferred to a trust for Neil Siskind's benefit. Association dues and assessments, real estate taxes and insurance premiums for the Condominium will be paid directly by the Trust to the proper party and not to Martin. The Trust will also provide for the payment of Martin's reasonable medical expenses that are not covered by Medicare or any veteran's benefits for which Martin may be eligible. The balance of the trust funds will be distributed to the Daughters upon Martin's death.

7. Prior Renovation Expenses by Martin: These will not be paid from the proceeds of the sale of the Villa Paula property, the Trout property or the Daniel K property. Martin's benefit from this is that the funds from the sale of the Villa Paula property and the Daniel K property will go into the Trust.

8. Condominium: Richard will allow Martin to continue to live in the Condominium rent free for the remainder of his life, but Martin must pay the association dues and assessments, real estate taxes and insurance premiums via direct payments from the Trust as set forth in paragraph 6 above. If the Trust runs out of money, Martin must pay all expenses of the Condominium or vacate the Condominium. Martin's continued ability to reside in the Condominium is expressly



conditioned on his payment, either directly or through the Trust, of all Condominium expenses as set forth herein, and he must vacate the Condominium within thirty (30) days of transmission of written notice following non-payment of any such expenses. The Condominium is expressly not part of the Trust, and Martin disavows any legal or equitable ownership interest therein.

9. Advance to Martin at Sale of Property: At the time of the sale of the Villa Paula Property, the Trout property (if included) and the Daniel K property (if included), Martin will receive an advance towards his living expenses of \$50,000.00. The annual distribution from the Trust will then be reduced by \$5,000.00 per year to \$95,000.00 for the first five (5) years to partially offset and recoup this advance. This advance will only be paid after all of the other expenses set forth in paragraph 5 herein have been paid.

10. The Option Agreement on the Daniel K property will remain in effect and will not be released by this Settlement Agreement, unless the Daniel K property is sold to the same purchaser as Villa Paula, in which case the option of 5811 Investment Group will not be exercised. In all other cases, any proposed sale of the Daniel K property will be subject to the Option Agreement in favor of 5811 Investment Group.

11. As to all other matters, and after the Villa Paula property, the Trout property and the Daniel K property are sold, the Parties will dismiss the Action

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R.K. <sup>(AK)</sup> M




(Miami-Dade County Circuit Court Case No.: 2017-019167-CA-01) and release each other and the properties of all debts and claims by way of general releases excepting only the requirements of this Settlement Agreement.

12. No further action shall be taken by 5811 Investment Group, Richard, Klein, or Kamilar to declare default or to enforce any mortgage, note, or other obligation owed by Martin for the period prior to the execution of this Settlement Agreement as long as the Parties remain in compliance herewith.

13. All deposits and any proceeds from the sale of the Villa Paula property, the Trout property and the Daniel K property shall be placed in the trust account of a Florida law firm chosen by Richard to close the sale and pay funds from the escrow as set forth herein.

14. Each of the Parties has been directed to secure independent counsel to protect their interests regarding this Settlement Agreement and the transactions contemplated herein, and each party has either secured such independent counsel in reviewing this Settlement Agreement or by his signature hereto has knowingly and purposefully waived the right thereto.

15. All Parties further represent that they have not relied on any other party or any other representation other than as set forth herein in entering into this Settlement Agreement. This Settlement Agreement shall be deemed to have been

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drafted jointly by all parties. All Parties further waive any conflict by Mark Kamlar in participating in the drafting of this Settlement Agreement.

16. Each party represents that they have read this agreement, understand its contents, and agree to all of its terms prior to placing their signature and thus being bound by this Settlement Agreement.

17. The parties agree to cooperate with each other in good faith to effect the intention set forth in this Settlement Agreement including but not limited to signing any and all additional documents reasonably necessary in these undertakings.

18. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and may be modified, amended or terminated only by a written instrument executed by the Parties hereto or their respective successors or assigns. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth herein.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

20. The Parties agree and acknowledge that the court in which the Action is pending shall retain jurisdiction to enforce the terms of this Settlement Agreement. Further, in the event that a separate action is required, the parties agree that the




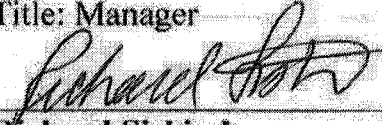
exclusive remedy for any breach of this Settlement Agreement shall be in the State Circuit Court in and for Miami-Dade County, Florida.

21. In any arbitration or litigation arising out of this Settlement Agreement, the prevailing party in such arbitration or litigation will be entitled to recover reasonable attorney's fees and costs at the arbitration, trial, and/or appellate levels.


22. This Settlement Agreement shall apply to any successors to the parties hereto, including but not limited to their heirs, estates and successor trusts. This Settlement Agreement may not be assigned by any Party hereto without the consent of all other Parties.

IN WITNESS WHEREOF the parties hereto set their hand in signature this \_\_\_\_\_ day of March, 2018.

  
\_\_\_\_\_  
**5811 Investment Group, LLC**  
By: Richard Siskind  
Title: Manager

  
\_\_\_\_\_  
**Richard Siskind**

  
\_\_\_\_\_  
**Daniel K Properties, Inc.**

  
\_\_\_\_\_  
**Martin Siskind**

  
\_\_\_\_\_  
**Raymond Klein**

  
\_\_\_\_\_  
**Mark Kamilar**

