

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

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

CIRCUIT CIVIL DIVISION

Plaintiffs,

CASE NO.: 2018-006435-CA-01

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation, CHARLES
SANDERS, an individual, and DTT
NORTH, LLC, a Florida limited liability
company,

Defendants.

**THE ROCK ENTERTAINMENT, LLC AND CHARLES SANDERS’
MOTION FOR SANCTIONS**

Defendants, The Rock Entertainment, LLC (“Rock”), and Charles Sanders (“Sanders”), by and through their undersigned counsel and pursuant to Florida law, hereby file their Motion for Sanctions Against Plaintiffs, Blackacre, LLC (“Blackacre”), and Antonio Bryant (“Bryant”) (collectively, the “Plaintiffs”), and in support thereof state as follows:

I. INTRODUCTION

Plaintiffs falsely “verified” that the deed to the property owned by Defendants was a forgery. The claim of forgery is at the heart of the Plaintiffs’ Complaint and Amended Complaint, and is the “gravamen” of their two verified emergency motions for injunctive relief. As Plaintiff, Bryant, admitted during the emergency hearing held on March 30, 2018, in truth, Bryant executed and delivered the November 2, 2012 deed to Defendant, Rock, as collateral for a \$200,000 loan made more than 5 years ago which Bryant never repaid. Rock and Sanders respectfully request that the Court exercise its inherent authority and sanction Plaintiffs for asserting claims they knew

were utterly false and made in bad faith with willful disregard of their falsity.

II. FACTS

1. On February 20, 2018, Plaintiffs' counsel sent a letter to Sanders. A true and correct copy of Mr. Johnson's February 20, 2018 letter is attached hereto as **Exhibit A** and was admitted into evidence during the March 30, 2018 evidentiary hearing.

2. Plaintiffs' counsel's letter acknowledged that Bryant transferred title in the subject property to Rock via deed as collateral for a loan:

I have been retained to represent Antonio Bryant regarding the property located at 320 N. Seaboard Road, North Miami Beach, FL 33169 (Folio # 07-2112-009-0550) (the "Property"). The property was purchased and owned outright by Mr. Bryant. **You and Mr. Bryant entered into an agreement whereby you agreed to loan Mr. Bryant the total of Two Hundred Thousand Dollars and no cents (\$200,000.00) and Mr. Bryant quitclaim deeded¹ the Property to you as collateral for the loan.** You have registered the Property with Miami-Dade County under the name The Rock Entertainment at the above Pittsburgh address².

See **Exhibit A** (emphasis added).

3. Plaintiffs' counsel's letter proposed a plan for Bryant to repay the \$200,000 he borrowed from Sanders in exchange for a deed transferring title in the property back to Bryant after repayment was complete. See **Exhibit A**.

4. Less than 10 days later, Plaintiffs filed the Complaint against Sanders and Rock. The Complaint alleged that Sanders forged Bryant's signature on the deed and fraudulently recorded it in the official records of Miami-Dade County, Florida. See Complaint.

5. On that same date, Plaintiffs filed their **verified** Emergency Motion for an Ex-Parte

¹ Title was transferred from Antonio Bryant's limited liability company, Blackacre, LLC, to Rock on November 2, 2012, pursuant to that certain *Special Warranty Deed*, a copy of which is attached to the Plaintiffs' Complaint and Amended Complaint.

² Bryant received a copy of Plaintiffs' counsel's letter. See **Exhibit A**.

Temporary Injunction (the “Emergency Motion”), which reasserted the allegations that Sanders forged Bryant’s signature and fraudulently recorded the deed in the official records of Miami-Dade County, Florida. A true and correct copy of the Emergency Motion is attached hereto as **Exhibit B**.

6. Bryant executed the last page of the Emergency Motion and verified:

“that the facts and information set forth in the Complaint and in this Motion are correct and that Plaintiffs will sustain immediate and irreparable injury, loss and damage if the hearing or adjudication of this motion is delayed.”

See Exhibit B, page 8.

7. The Court held a hearing on the Emergency Motion on March 12, 2018.

8. The Court reserved ruling on the Emergency Motion pending Plaintiffs’ joinder of Defendant, DTT NORTH, LLC (“DTT”), an indispensable party which had purchased the property from Defendant, Rock.

9. On March 13, 2018, Plaintiffs filed the Amended Complaint, which joined DTT to the action.

10. On March 19, 2018, Plaintiffs filed their **verified** Renewed Emergency Motion for an Ex-Parte Temporary Injunction (the “Renewed Emergency Motion”), which reaffirmed and reverified Plaintiffs’ allegations that Sanders forged Bryant’s signature on the deed and fraudulently recorded it in the official records of Miami-Dade County, Florida. A true and correct copy of the Renewed Emergency Motion is attached hereto as **Exhibit C**.

11. Notably, the Renewed Emergency Motion acknowledged that “[T]he gravamen of Plaintiffs’ Amended Complaint for Damages and to Quiet Title or for Declaratory Relief is that Defendants, The Rock Entertainment and Charles Sanders, have forged the Plaintiffs’ signature on a warranty deed transferring the property and recorded the same forged document” See

Exhibit C, page 3.

12. Bryant executed the last page of the Renewed Emergency Motion and verified:

“that the facts and information set forth in the Complaint and in this Motion are correct and that Plaintiffs will sustain immediate and irreparable injury, loss and damage if the hearing or adjudication of this motion is delayed.

See Exhibit C, page 9.

13. At Plaintiffs’ insistence, the Court and its staff accommodated Plaintiffs and held an evidentiary hearing on the Renewed Emergency Motion on Good Friday, March 30, 2018. A true and correct copy of the transcript from the March 30, 2018 hearing is attached hereto as

Exhibit D.

14. Contrary to the allegations in the Complaint, Amended Complaint, Verified Emergency Motion, and Verified Renewed Emergency Motion, Bryant testified that he did in fact transfer title to the subject property to Rock as collateral for a loan from Sanders:

Q: Let’s keep reading and see if we can figure it out. In the middle of that first paragraph, **Mr. Johnson wrote on your behalf, you and Mr. Bryant entered into an agreement whereby you agreed to loan Mr. Bryant the total of \$200,000, and Mr. Bryant quitclaim deeded the property to you as collateral for the loan. Do you see that?**

A: Yes, sir.

Q: **Was Mr. Johnson right when he wrote that?**

A: **Yes, he was. That’s how Chuck got his name on the property.**

Q: **So that’s how that happened. There is a quitclaim deed that you signed that gave the property to Mr. Sanders?**

A: **As collateral; yes, sir.**

Q: **So you acknowledge and agree that he had title to the property, and then you gave him title to the property as collateral, right?**

A: **Yes.**

Q: **For the loan that was made in 2012, right?**

A: **Yes.**

Q: **And for which you had not repaid anything, right?**

A: **Correct; yes, sir.**

Q: Okay. And in fact, Mr. Johnson when he wrote this, he wrote it with your authority and knowledge, right?

A: Yes.

Q: **And everything he wrote in here was correct, isn't that right?**

A: **Yes.**

Q: And the last sentence on the second page confirms what was proposed in the letter, confirms that after you make all the payments, he is going to quitclaim the property back to you, right?

A: Yes.

Q: Now, in the proposed agreement – proposed agreement itself, in the proposed agreement itself, it says, borrower has tendered and lender has accepted. Borrower was you?

A: Yes.

Q: **And lender, Mr. Sanders, has accepted the quitclaim deed for the real property located – that we are talking about –**

A: **Yes.**

Q: **--as collateral for the \$200,000 that was previously loaned, right?**

A: **Yes.**

Q: **So that was an accurate statement, right?**

A: **Yes.**

Q: **And then in the next paragraph, it says, after you get – after you make all of your repayments, then Mr. Sanders or his company is going to quitclaim it back to you.**

A: **Hum.**

Q: **Right?**

A: **Yes.**

Q: That's right?

A: Yes.

See Exhibit D (65:22–66:10; 67:11–19; 68:1–7; 68:15–19; 68:24–69:21) (emphasis added).

15. Moreover, to eliminate any doubt as to whether Bryant executed the alleged forged deed, Rock and Sanders' forensic handwriting expert, Laurie Hoeltzel, unequivocally opined that the signature contained on the deed was Bryant's. See Exhibit D (89:7–24; 94:10–95:11; 112:21–113:1).

16. The hearing on the Renewed Emergency Motion was not concluded on March 30, 2018. The continuation has been scheduled for August 2, 2018.

17. Incredibly, 32 days after the March 30, 2018 hearing, Plaintiffs' counsel filed Plaintiffs' Motion for Court to Deem Deed as a Mortgage and Deem Subsequent Sale Invalid. That Motion tacitly admits that the deed in question was **not** forged by Sanders as previously verified by Plaintiffs, and instead insists that the Plaintiffs transferred the property with the intent that it be held as collateral. That Motion implicitly acknowledges that Bryant did in fact execute the deed. Gone are the allegations of forgery and fraud. A copy of Plaintiffs' Motion for Court to Deem Deed as a Mortgage and Deem Subsequent Sale Invalid is attached hereto as **Exhibit E**.

III. ARGUMENT

Trial courts have inherent authority to order a party to pay another's attorney's fees where the party's vexacious or bad faith conduct resulted in the unnecessary incurrence of attorney's fees. See Bitterman v. Bitterman, 714 So.2d 356, 365 (Fla. 1998). Indeed, one who participates in bad faith or vexacious litigation is responsible for unnecessary attorney's fees incurred as a result. See Moakley v. Smallwood, 826 So.2d 221, 224–25 (Fla. 2002) (acknowledging trial court's inherent authority to sanction attorneys who participate in bad faith or vexacious litigation because "the attorney is not only a representative of the client, but also an officer of the court . . . [who has a] special responsibility for the quality of justice"). "Such power is indispensable to the proper administration of justice, because no litigant has a right to trifle with the courts." Ramey v. Haverty Furniture Companies, Inc., 993 So.2d 1014, 1018 (Fla. 2d DCA 2008) (affirming trial court's dismissal of plaintiff's complaint as sanction due to plaintiff's intentionally false deposition testimony and interrogatory answers). "On the spectrum of sanctionable conduct, perjury is perhaps the most egregious. Indeed, "few crimes . . . strike more viciously against the integrity of our system of justice than the crime of perjury.'" Empire World Towers, LLC v. CDR Creances, S.A.S., 89 So.3d 1034, 1038 (Fla. 3d DCA 2012) (quoting Metro Dade Cnty v. Martinsen, 736

So.2d 794 (Fla. 3d DCA 1999)).

The Court should exercise its inherent authority and sanction Plaintiffs. As confirmed by Plaintiffs' counsel's February 20, 2018 letter, as established by Plaintiffs' own testimony, and as ratified by Plaintiffs' subsequent Motion to Deem the Deed a Mortgage, Plaintiffs **knew** that on November 2, 2012, Plaintiffs transferred title to the subject property to Rock. Notwithstanding this actual knowledge, in bad faith and with willful disregard of the truth, Plaintiffs filed and prosecuted two verified emergency motions based entirely on false allegations of forgery and fraud. Like the perjury in Empire World Towers, LLC, Plaintiffs' false verification of facts Plaintiffs **knew** were untrue strikes at the integrity of our system of justice – which at its core seeks to uncover the truth. Those who labor in pursuit of the truth cannot afford to be misled or to waste limited resources on the dishonesty and chicanery evident here. As a direct result of Plaintiffs' bad faith conduct, Rock and Sanders incurred significant attorney's fees and costs in preparing and defending against Plaintiffs' bad faith claims. And the Court and its staff dedicated their time and effort to prepare for and attend two hearings which were unnecessary. Therefore, Rock and Sanders respectfully request that the Court enter an order sanctioning Plaintiffs by striking their pleadings, entering judgment in favor of Defendants, awarding Rock and Sanders their reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

IV. CONCLUSION

Based on the foregoing authority and rationale, Defendants, The Rock Entertainment, LLC, and Charles Sanders, respectfully request the Court to enter an order (1) sanctioning Plaintiffs by striking their pleadings and entering judgment in favor of Defendants; (2) awarding Rock and Sanders their reasonable attorney's fees and costs; and (3) such other and further relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

EHRENSTEIN|SAGER

2222 Ponce De Leon Blvd., Third Floor

Miami, Florida 33134

Phone: (305) 503-5930

By: /s/ Brett D. Sager

Michael D. Ehrenstein

Florida Bar No.: 857378

mde@eslawfl.com

Brett D. Sager

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bds@eslawfl.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the following was served on May 14, 2018, via e-mail to counsel for Plaintiffs: Noel Johnson, Esq., noel.johnson@lewisbrisbois.com, and Isabel.perez@lewisbrisbois.com, LEWIS BRISBOIS BISGAARD & SMITH, LLP, Two Alhambra Plaza, Suite 1110, Coral Gables, FL 33134, and counsel for Defendant, DTT NORTH, LLC, Barbara J. Riesberg, Esq., barbara@riesberglaw.com, Erica Canas, Esq., erica@riesberglaw.com, RIESBERG LAW, 2601 South Bayshore Dr., Suite 1100, Miami, Florida 33133.

By: /s/ Brett D. Sager

Brett D. Sager

EXHIBIT

A



Noel F. Johnson
Two Alhambra Plaza, Suite 1100
Coral Gables, Florida 33134
Noel. Johnson@lewisbrisbois.com
Direct: 786.353.0291

February 20, 2018

VIA E-MAIL and US MAIL

Charles Sanders
Urban Lending Solutions
2623 Penn Ave
Pittsburgh, PA 15222
csanders@urban-ls.com

**Re: Quitclaim deed associated with 320 N. Seaboard Road, North Miami Beach, FL
Property Folio: 07-2112-009-0550
Parking lot across from G5ive® Miami**

Dear Mr. Sanders:

I have been retained to represent Antonio Bryant regarding the property located at 320 N. Seaboard Road, North Miami Beach, FL 33169 (Folio # 07-2112-009-0550) (“the Property”). The property was purchased and owned outright by Mr. Bryant. You and Mr. Bryant entered into an agreement whereby you agreed to loan Mr. Bryant the total of Two Hundred Thousand Dollars and no cents (\$200,000.00) and Mr. Bryant quitclaim deeded the Property to you as collateral for the loan. You have registered the Property with Miami Dade County under the name The Entertainment Rock at the above Pittsburgh address. Since said time, my client has and continues to utilize and maintain the Property, pay all utilities and costs associated therewith and paid all taxes on the Property.

My client proposes the following loan repayment terms, at the completion of which you will quitclaim the deed and all associated rights to the Property back to him:

My client will make eight (8) monthly payments of Twenty-Five Thousand Dollars and no cents (\$25,000.00) commencing March 15, 2018 and ending on October 15, 2018 for the total amount Two Hundred Thousand Dollars and no cents (\$200,000.00).

The schedule of the loan repayments will be as follows:

- 1) March 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 2) April 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 3) May 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock

February 20, 2018

Page 2

- 4) June 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 5) July 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 6) August 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 7) September 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock
- 8) October 15, 2018 - \$25,000.00 paid to Charles Sanders f/b/o The Entertainment Rock

The above payments can be arranged via wire transfer, check or any other agreeable payment method requested. If a wire transfer or other electronic fund transfer is requested, then bank routing and account numbers will need to be provided prior to the date of the first payment.

Once all of the above payments have been made and received by you or The Entertainment Rock, then a quitclaim deed of the Property from the official record owner to Mr. Bryant shall take place within ten (10) days.

Please execute the attached loan payment agreement and forward it to my upon completion. If you have any questions or would like to discuss this matter further, please do not hesitate to call me at the number above or on my cell phone at 305-725-4248.

Sincerely,

/s/ Noel F. Johnson

Noel F. Johnson
LEWIS BRISBOIS BISGAARD & SMITH LLP

NFJ/ixp
cc: Antonio Bryant

EXHIBIT

B

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

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

Case No.: 2018-006435 CA 01

Plaintiffs,

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation and CHARLES
SANDERS

Defendants.

**PLAINTIFFS' EMERGENCY MOTION FOR AN
EX-PARTE TEMPORARY INJUNCTION**

Pursuant to Florida Rule of Civil Procedure 1.610, Plaintiffs BLACKACRE, LLC, a Florida corporation, and ANTONIO BRYANT (collectively referred to as "Plaintiffs") move the Court for an ex-parte temporary injunction enjoining Defendants, THE ROCK ENTERTAINMENT and CHARLES SANDERS (collectively referred to as "Defendants") from attempting to sell, transfer title or otherwise convey the property associated with Miami-Dade County folio number 07-2112-009-0550 or altering the status quo regarding the property's current usage and access. In support of their motion, Plaintiffs state as follows:

INTRODUCTION

Since 2012, Plaintiffs owned and operated the property associated with Miami-Dade County folio number 07-2112-009-0550 located in North Miami Beach, Florida. Said property is a parking lot that is utilized by Plaintiffs as a parking facility across the street from its other business. The parking lot is used on a daily basis, generates revenue and is critical to the operation of Plaintiffs'

associated business. At some time in November of 2012, Defendants submitted a fraudulent warranty deed associated with the property to the Miami-Dade County Clerk purporting to transfer ownership of the property from Plaintiff, Blackacre, LLC, to Defendant, The Rock Entertainment. As set forth in the associated Complaint in this matter, the warranty deed contains a forged signature of Plaintiff, Antonio Bryant, and also incorrectly identified the property at issue. In 2015, Defendants submitted to the Miami-Dade Clerk a “corrected” warranty deed with the same forged signature and notary page from 2012 that amended the property location. Both alleged warranty deeds contain a fraudulent and forged signature of Plaintiff, Antonio Bryant, and are void.

At all material times Plaintiffs have operated, maintained, utilized and insured the subject property. Plaintiffs have paid all taxes and utilities related to the property at all relevant times. Plaintiffs have utilized the property as part of the ongoing business enterprise for several years without incident and have expended in excess of \$90,000 upgrading the property. Upon information and belief, Defendants are attempting to sell or convey the property to a third party for an unidentified monetary sum and have authorized unknown individual to restrict or prohibit access to the property to Plaintiffs, its customers and the public. Plaintiffs seeks to have this Court enter an Emergency Temporary Injunction prohibiting any sale or any completion thereof and prohibiting any change in the customary, use and access to the subject property by Plaintiffs for at least ninety (90) days or until this matter may be resolved or a permanent injunction entered.

STANDARD OF REVIEW

A party seeking the entry of a preliminary injunction carries the burden of persuasion and must demonstrate: (1) a likelihood of irreparable harm and the unavailability of an adequate remedy at law; (2) a substantial likelihood of success on the merits or a clear, legal right to the requested relief; (3) that the threatened injury to the petitioner outweighs and possible harm to the respondent;

and (4) that the granting of a temporary injunction will not disserve the public interest. *Naegele Outdoor Advertising Co., Inc. v. City of Jacksonville*, 659 So. 2d 1046, 1047 (Fla. 1995).

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION

I. Defendants' unauthorized attempts to convey the property and prohibit or alter Plaintiffs' customary and consistent use and enjoyment of the property constitutes irreparable harm to which no adequate remedy at law exists

The gravamen of Plaintiffs' Complaint for Damages and to Quiet Title or for Declaratory Relief is that Defendant has forged the Plaintiffs' signature on a warranty deed transferring the property and recorded the same forged document, twice, and is currently attempting to sell or convey the property to a third party. Defendants or a third party acting on their behalf, have attempted to restrict Plaintiffs and Plaintiffs' customers from access to the property. Furthermore, Defendants have further expressed intentions to destroy Plaintiffs' business and threatened harm to Plaintiff and his business associates. Defendants' actions constitute trespass, fraud, tortious interference with an ongoing business and a number of other breaches of Florida Statute and common law. Said actions all constitute continued irreparable harm to which Plaintiffs have no adequate remedy at law.

Plaintiffs have been advised that third parties have attempted to close and lock the gate to the property prior to Plaintiffs' associated establishment opening for business and customer arrival and expected use of the parking lot property. Plaintiffs' counsel has made multiple attempts to contact Defendants and Defendants' counsel in an effort to prevent any further violations or interference with the status quo; however, Defendants have failed to cease and desist any pending or planned sale of the property or attempts to sell the property and Defendants have failed to prevent their agents or others from restricting Plaintiffs' normal and customary access and use of the property. Furthermore, Defendants have threatened Plaintiffs and have asserted their intentions to attempt to shut down Plaintiff's business.

“[A]n injury is irreparable where the damage is estimable only by conjecture, and not by any accurate standard.” *Hatfield v. AutoNation, Inc.*, 939 So. 2d 155, 157 (Fla. 4th DCA 2006) (quoting *JonJuan Salon, Inc. v. Acosta*, 922 So. 2d 1081, 1084 (Fla. 4th DCA 2006)). Irreparable harm is not established if the harm can be adequately compensated by a monetary award. *B.G.H. Ins. Syndicate, Inc. v. Presidential Fire & Cas. Co.*, 549 So. 2d 197, 198 (Fla. 3d DCA 1989). The irreparable harm associated with the Defendants’ actions is the sale of a property based on a fraudulent deed, termination of ongoing business and interference with the daily operation and sustainability of Plaintiffs’ business and of related entities. Furthermore, if any sale or conveyance is permitted to be completed or take place, Plaintiffs will have their property rights eliminated and be unable to compel a third party to convey the property back to them and such harm and related concerns are not matters that can not be adequately compensated by a monetary award. Defendants’ actions constitute irreparable harm to which no adequate remedy at law exists. As such, an emergency temporary injunction should be issued.

II. Defendant is substantially certain to success on the merits and has a clear, legal right to the requested relief

An injunction is a court order commanding or preventing an action, which is often sought under exigent circumstances at the inception of a lawsuit. A temporary injunction is available to prevent irreparable harm by maintaining the status quo until a trial can be held. *Michele Pommier Models, Inc. v. Diel*, 886 So. 2d 993, 995-96 (Fla. 3d DCA 2004).

Plaintiffs’ Complaint sets forth clear facts and supporting exhibits which assert that he alleged warranty deeds filed with the clerk contained forgeries of the transferring party and should be deemed void and incapable of transferring title. Florida courts have consistently held that a forged deed is void and creates no legal title nor affords any protections to those claiming under it. *Zurstrassen v. Stonier*, 786 So.2d 65 (Fla. 4th DCA 2001); See *McCoy v. Love*, 382 So.2d 647, 648

(Fla.1979); *Lloyd v. Chicago Title Ins. Co.*, 576 So.2d 310, 311 (Fla. 3d DCA 1990). See also *Jamnadas v. Singh*, 731 So.2d 69, 70 (Fla. 5th DCA 1999)(forged mortgage is void and a legal nullity); *Southeast Bank, N.A. v. Sapp*, 554 So.2d 1193, 1195 (Fla. 1st DCA 1989)(same). In *Wright v. Blocker*, 144 Fla. 428, 198 So. 88 (1940), relied on in *McCoy*, the court said of the effect of such deeds, “[a] forged deed, in the sense defined above, is absolutely void and wholly ineffectual to pass title, even to a subsequent innocent purchaser from the grantee under such forged deed.” *Id.* at 91.

Plaintiffs seek an injunction to maintain the status quo as this Court adjudicates the issues presented in the Compliant. The status quo in this matter is the Plaintiffs continuing the use, access, maintenance and operation of the subject property as they have done for more than five years continuously. The status quo in this matter is the continued usage of the parking lot property by Plaintiffs pursuant to its standard and customary usage and covered under the insurance policy, paid for by the Plaintiffs, existing on the property. Florida courts customarily approve temporary injunction regarding properties where the injunction would maintain the status quo. *Bell v. All Persons Claiming Any Estate, etc.*, 198 So. 2d 35 (Fla. 3rd DCA 1967)(court granted temporary injunction without notice to preserve the status quo of the property); *Hall v. Orlando*, 555 So. 2d 963 (Fla. 5th DCA 1990)(trial court should have granted injunction to protect parties property rights and prevent interference and loss of use of his property). As the balance of harms weighs in favor of granting injunctive relief, as the Defendants will only be harmed to the extent that they will retain the alleged ownership of the property and Plaintiffs will continue to pay the financial obligations related to maintaining the property; however, Plaintiffs faces damage to the business and loss of true title to the property. *Biotta v. Fontanoli Foods*, 2012 Fla. Cir. Lexis 13551 (11th Jud. Cir. April 18, 2012).

A temporary injunction is an equitable remedy. As we have explained, "a court of equity is a court of conscience; it 'should not be shackled by rigid rules of procedure and thereby preclude justice being administered according to good conscience.'" *Wicker v. Board of Public Instruction*, 106 So. 2d 550, 558 (Fla. 1958) (quoting *Degge v. First State Bank of Eustis*, 145 Fla. 438, 199 So. 564, 565 (Fla. 1941)). Also "[i]nherent in equity jurisprudence is the doctrine that equity will always move to prevent an injustice engendered by fraud, accident or mistake." *Hedges v. Lysek*, 84 So. 2d 28, 31 (Fla. 1955). As the basis of this action is the fraudulent deed filed by the Defendants, equitable jurisprudence would be served by entry of a temporary injunction prohibiting the sale or completion of any sale and/or prohibiting any change in the status quo related to the use and access to the property as it has been used form more than five years by the Plaintiffs.

III. Defendants suffer no harm as a result of the this motion or the issuance of a temporary injunction as the property as Defendants deed is void and Plaintiffs have utilized, maintained and operated on the property for multiple years and an injunction would maintain the status quo.

Because the Defendants have no legal right to the property and have attempt to obtain it and convey it based on a fraudulent and forged warranty deed, this Court should grant Plaintiffs' motion. Furthermore, Plaintiffs have consistently used the subject property for more than five (5) years in the same manner in which they seek to have the Court order the usage and maintenance continue. Plaintiffs have paid the taxes on the property, upgraded the property, maintained the property and utilized it on a daily basis as part of an ongoing business for numerous years without incident. Defendants, who base their rights to the property on a fraudulent deed containing a forged signature, have not had any interaction or involvement with the property for more than five years and will suffer no harm as a result of the injunction requiring the status quo to be maintained until the underlying dispute is resolved. "The primary purpose of a temporary injunction is to preserve the

status quo while the merits of the underlying dispute are litigated.” *Gawker Media, LLC v. Bollea*, 129 So. 3d 1196, 1199 (Fla. 2d DCA 2014) (quoting *Manatee Cty. v. 1187 Upper James of Fla.*, LLC, 104 So. 3d 1118, 1121 (Fla. 2d DCA 2012)). Furthermore, the issuance of the temporary injunction will prevent any irreparable harm to Plaintiffs from occurring in the immediate future and stimulate attempts by the parties in furtherance of resolution of this matter.

IV. Granting Plaintiffs’ Motion will service the public as it protects the same from an illegal conveyance of the property or having the property uninsured and unprotected.

A temporary injunction preventing any conveyance or sale of the property and maintaining the status quo will secure the fundamental tenants of this country, to be secure on one’s ownership of his own property. Defendants’ attempts to fraudulently possess and sell the subject property would be contrary to numerous statutes and common law. Furthermore, as Plaintiffs have upgraded the subject property and expended substantial sums in doing so, maintained the property, utilized it for daily business purposes and provided insurance to cover any liability associated with the property. As such, a granting of the subject motion and issuance of an temporary injunction would protect and serve the public and the Plaintiffs and Plaintiffs’ Motion should be granted and instruction to maintain the status quo without any conveyance of the property or change in customary use or maintenance would be just and proper.

WHEREFORE, Plaintiffs, Blackacre, LLC and Antonio Bryant, respectfully request that this Court enter and Order granting their Motion for Temporary Injunction enjoining Defendants, THE ROCK ENTERTAINMENT and CHARLES SANDERS from attempting to sell, transfer title or otherwise convey the property associated with Miami-Dade County folio number 07-2112-009-0550 or altering the status quo regarding the property’s current usage and access by Plaintiffs and Plaintiffs agents, employees, customers and the public or in the alternative for a permanent injunction and for any further relief the Court deems just and proper.

Verification of Plaintiffs

I, Antonio Bryant, affirm that the facts and information set forth in the Complaint and in this Motion are correct and that Plaintiffs will sustain immediate and irreparable injury, loss and damage if the hearing or adjudication of this motion is delayed.



Antonio Bryant

Counsel for the Plaintiffs certifies that all efforts have been made to give notice to the Defendants and Defendants' counsel of the Motion and any associated hearing. Notice should not be required the Defendants are out of state parties, have actively threatened the Plaintiffs, are actively attempting to sell the property and have attempted to defraud the Plaintiffs.

/s/ Noel F. Johnson
Noel F. Johnson, Esq.
FNB: 14407
Noel.Johnson@lewisbrisbois.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-mail on this __ day of March, 2018 to Defendant and counsel for the Defendant at the email addresses: Glenn Stevens, Esq. at gstevens@urban-ls.com and Charles Sanders at [Charles Sanders csanders@urban-ls.com](mailto:csanders@urban-ls.com).

LEWIS BRISBOIS BISGAARD & SMITH LLP

Attorneys for *Plaintiff*
Two Alhambra Plaza, Suite 1110
Coral Gables, Florida 33134
Telephone: 786.353.0210

/s/ Noel F. Johnson
Noel F. Johnson, Esq.
FNB: 14407
Noel.Johnson@lewisbrisbois.com

EXHIBIT

C

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

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

Case No.: 2018-006435 CA 01

Plaintiffs,

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation, CHARLES
SANDERS and DTT NORTH, LLC, a Florida
corporation.

Defendants.

**PLAINTIFFS' RENEWED EMERGENCY MOTION FOR AN
EX-PARTE TEMPORARY INJUNCTION**

Pursuant to Florida Rule of Civil Procedure 1.610, Plaintiffs BLACKACRE, LLC, a Florida corporation, and ANTONIO BRYANT (collectively referred to as "Plaintiffs") move the Court for an ex-parte temporary injunction enjoining Defendants, THE ROCK ENTERTAINMENT, CHARLES SANDERS and DTT NORTH, LLC (collectively referred to as "Defendants") from an further attempts to sell, transfer title or otherwise convey the property associated with Miami-Dade County folio number 07-2112-009-0550, damaging said property or further altering the status quo regarding the property's customary usage and access. In support of their motion, Plaintiffs state as follows:

INTRODUCTION

Since 2012, Plaintiffs owned and operated the property associated with Miami-Dade County folio number 07-2112-009-0550 located in North Miami Beach, Florida. Said property is a parking lot that is utilized by Plaintiffs as a parking facility across the street from its other business. The

parking lot was used on a daily basis, generates revenue and is critical to the operation of Plaintiffs' associated business. In November of 2012, Defendants submitted a fraudulent warranty deed associated with the property to the Miami-Dade County Clerk purporting to transfer ownership of the property from Blackacre, LLC, to The Rock Entertainment based on a sale totaling \$305,000.00. Plaintiffs have never entered any sale agreement with Defendants for the Property.

As set forth in the associated Amended Complaint in this matter, the November 2012 warranty deed contains a forged signature of Plaintiff, Antonio Bryant, and also incorrectly identified the property at issue. In 2015, Defendants, The Rock Entertainment and Charles Sanders, submitted to the Miami-Dade Clerk a "corrected" warranty deed with the same forged signature and notary page from 2012 that amended the property location. Both alleged warranty deeds contain a fraudulent and forged signature of Plaintiff, Antonio Bryant, and are void. On March 5, 2018, The Rock Entertainment recorded with Miami-Dade County a warranty deed in conjunction with a sale of the property to DTT NORTH, LLC, despite knowledge of the pending lawsuit and Plaintiffs' assertion the November 2012 and "corrected" July 2015 deeds were fraudulent. DTT NORTH, LLC was aware of Plaintiffs' assertion that the November 2012 and July 2015 deeds were fraudulent and that Plaintiffs had no intention to sell the Property when they purportedly purchased the Property from the Rock Entertainment.

At all relevant material times Plaintiffs have operated, maintained, utilized and insured the subject property. Plaintiffs have paid all taxes and utilities related to the property at all relevant times. Plaintiffs have utilized the property as part of the ongoing business enterprise for several years without incident and have expended in excess of \$90,000 upgrading the property. Upon information and belief, Defendants, The Rock Entertainment and Charles Sanders, sold or conveyed the property to DTT NORTH, LLC for an unidentified monetary sum and have authorized unknown

individuals to restrict or prohibit access to the property to Plaintiffs, its customers and the public. Plaintiffs seeks to have this Court enter an Emergency Temporary Injunction prohibiting any further sale of the Property, prohibiting any change in the customary, use and access to the subject Property benefitting Plaintiffs for at least ninety (90) days or until this matter may be resolved or a permanent injunction entered or invalidating the fraudulent deeds recorded by The Rock Entertainment and any subsequent conveyance and transfer.

STANDARD OF REVIEW

A party seeking the entry of a preliminary injunction carries the burden of persuasion and must demonstrate: (1) a likelihood of irreparable harm and the unavailability of an adequate remedy at law; (2) a substantial likelihood of success on the merits or a clear, legal right to the requested relief; (3) that the threatened injury to the petitioner outweighs and possible harm to the respondent; and (4) that the granting of a temporary injunction will not disserve the public interest. *Naegele Outdoor Advertising Co., Inc. v. City of Jacksonville*, 659 So. 2d 1046, 1047 (Fla. 1995).

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION

I. Defendants' unauthorized attempts to convey the property and prohibit or alter Plaintiffs' customary and consistent use and enjoyment of the property constitutes irreparable harm to which no adequate remedy at law exists

The gravamen of Plaintiffs' Amended Complaint for Damages and to Quiet Title or for Declaratory Relief is that Defendants, The Rock Entertainment and Charles Sanders, have forged the Plaintiffs' signature on a warranty deed transferring the property and recorded the same forged document, twice, and then sold or conveyed the property to Defendant, DTT NORTH, LLC. The Defendants then, relying on the fraudulent deeds, unjustly restricted Plaintiffs and Plaintiffs' customers from access to the property and interfered with the normal business operations utilizing the property. Furthermore, Defendants, The Rock Entertainment and Charles Sanders, have

specifically expressed intentions to destroy Plaintiffs' business and threatened harm to Plaintiff and his business associates. Defendants' actions constitute trespass, fraud, tortious interference with an ongoing business and a number of other breaches of Florida Statute and common law. Said actions all constitute continued irreparable harm to which Plaintiffs have no adequate remedy at law.

Defendants, including DTT NORTH, LLC, have chained and locked the gate to the Property to prevent Plaintiff from utilizing it for its customary business purpose and in conformity with the ongoing business relationships. Defendants' actions were designed to prevent Plaintiffs' customers from utilizing the Property as had been done for years and also to tortuously interfere with Plaintiffs' business relationships with associated nearby businesses. Defendant, DTT NORTH, LLC, was advised of the Plaintiffs' assertions that the other Defendants' alleged warranty deeds of 2012 and 2015 were fraudulent prior to them completing any purchase of the property or taking any action to restrict usage of the Property by Plaintiffs, Plaintiffs' customers and business partners. Defendant, DTT NORTH, LLC, was also fully aware that Plaintiffs previously declined any attempts by it to purchase said property and it conspired with the Rock Entertainment and Mr. Sanders to restrict Plaintiffs' use and access of the property and purportedly sell the property. Furthermore, Defendants have threatened Plaintiffs and have asserted their intentions to attempt to shut down Plaintiff's business.

“[A]n injury is irreparable where the damage is estimable only by conjecture, and not by any accurate standard.” *Hatfield v. AutoNation, Inc.*, 939 So. 2d 155, 157 (Fla. 4th DCA 2006) (quoting *JonJuan Salon, Inc. v. Acosta*, 922 So. 2d 1081, 1084 (Fla. 4th DCA 2006)). Irreparable harm is not established if the harm can be adequately compensated by a monetary award. *B.G.H. Ins. Syndicate, Inc. v. Presidential Fire & Cas. Co.*, 549 So. 2d 197, 198 (Fla. 3d DCA 1989). The irreparable harm associated with the Defendants' actions is the sale of a property based on a fraudulent deed,

termination of ongoing business and interference with the daily operation and sustainability of Plaintiffs' business and of related entities. Furthermore, if any further sales or conveyances are permitted to take place, Plaintiffs will have their property rights further clouded and will be unable to compel another third party to convey the property back to them and such harm and related concerns are not matters that can not be adequately compensated by a monetary award. Defendants' actions constitute irreparable harm to which no adequate remedy at law exists. As such, an emergency temporary injunction should be issued.

II. Defendant is substantially certain to success on the merits and has a clear, legal right to the requested relief

An injunction is a court order commanding or preventing an action, which is often sought under exigent circumstances at the inception of a lawsuit. A temporary injunction is available to prevent irreparable harm by maintaining the status quo until a trial can be held. *Michele Pommier Models, Inc. v. Diel*, 886 So. 2d 993, 995-96 (Fla. 3d DCA 2004).

Plaintiffs' Complaint sets forth clear facts and supporting exhibits which assert that he alleged warranty deeds filed with the clerk contained forgeries of the transferring party and should be deemed void and incapable of transferring title. Florida courts have consistently held that a forged deed is void and creates no legal title nor affords any protections to those claiming under it. *Zurstrassen v. Stonier*, 786 So.2d 65 (Fla. 4th DCA 2001); See *McCoy v. Love*, 382 So.2d 647, 648 (Fla.1979); *Lloyd v. Chicago Title Ins. Co.*, 576 So.2d 310, 311 (Fla. 3d DCA 1990). See also *Jamnadas v. Singh*, 731 So.2d 69, 70 (Fla. 5th DCA 1999)(forged mortgage is void and a legal nullity); *Southeast Bank, N.A. v. Sapp*, 554 So.2d 1193, 1195 (Fla. 1st DCA 1989)(same). In *Wright v. Blocker*, 144 Fla. 428, 198 So. 88 (1940), relied on in *McCoy*, the court said of the effect of such deeds, "[a] forged deed, in the sense defined above, is absolutely void and wholly ineffectual to pass title, even to a subsequent innocent purchaser from the grantee under such forged deed." *Id.* at 91.

Plaintiffs have testimonial and documentary evidence detailing that the warranty deeds recorded by The Rock Entertainment and Mr. Sanders in 2012 and 2015 contained the forged and invalid signature of Antonio Bryant. Furthermore, Plaintiffs have evidence which will detail the Mr. Bryant was not present in Allegheny County, Pennsylvania on November 2, 2012, when the warranty deed was allegedly signed, witnessed and notarized.¹

Plaintiffs seek an injunction to maintain the status quo as this Court adjudicates the issues presented in the Amended Complaint or for the Court to enter an Order invalidating the 2012 and 2015 warranty deeds and any subsequent conveyance as they were based on a fraudulent deed. The status quo requested in this matter is the Plaintiffs resumed use, access, maintenance and operation of the subject property as they have done for more than five (5) years continuously. The status quo in this matter is the continued usage of the parking lot property by Plaintiffs pursuant to its standard and customary usage and covered under the insurance policy, paid for by the Plaintiffs, existing on the property. Florida courts customarily approve temporary injunction regarding properties where the injunction would maintain the status quo. *Bell v. All Persons Claiming Any Estate, etc.*, 198 So. 2d 35 (Fla. 3rd DCA 1967)(court granted temporary injunction without notice to preserve the status quo of the property); *Hall v. Orlando*, 555 So. 2d 963 (Fla. 5th DCA 1990)(trial court should have granted injunction to protect parties property rights and prevent interference and loss of use of his property). As the balance of harms weighs in favor of granting injunctive relief, as the Defendants will only be harmed to the extent that they will retain the alleged ownership of the property and Plaintiffs will continue to pay the financial obligations related to maintaining the property; however,

¹ It should be noted that the same notary, Lori Calhoun, who attested that Mr. Bryant executed the warranty deed on November 2, 2012, before her also served as the notary and witness for the warranty deed conveying title from the ROCK ENTERTAINMENT to DTT NORTH, LLC. Ms. Calhoun works as the Vice President of Operations of Urban Lending Solutions, the same company that employs Mr. Sanders as its Chief Executive Officer.

Plaintiffs faces damage to the business and loss of true title to the property. *Biotta v. Fontanoli Foods*, 2012 Fla. Cir. Lexis 13551 (11th Jud. Cir. April 18, 2012).

A temporary injunction is an equitable remedy. As Florida courts have explained, "a court of equity is a court of conscience; it 'should not be shackled by rigid rules of procedure and thereby preclude justice being administered according to good conscience.'" *Wicker v. Board of Public Instruction*, 106 So. 2d 550, 558 (Fla. 1958) (quoting *Degge v. First State Bank of Eustis*, 145 Fla. 438, 199 So. 564, 565 (Fla. 1941)). Also "[i]nherent in equity jurisprudence is the doctrine that equity will always move to prevent an injustice engendered by fraud, accident or mistake." *Hedges v. Lysek*, 84 So. 2d 28, 31 (Fla. 1955). As the basis of this action is the fraudulent deed filed by the Defendants and conveyance of the property with the intent to injure Plaintiffs' business and business relationships, equitable jurisprudence would be served by entry of a temporary injunction prohibiting any further sales and/or prohibiting any change in the status quo related to the use and access to the property as it has been used for more than five (5) years by the Plaintiffs.

III. Defendants suffer no harm as a result of the this motion or the issuance of a temporary injunction as the property as Defendants deed is void and Plaintiffs have utilized, maintained and operated on the property for multiple years and an injunction would maintain the status quo.

Because the Defendants have no legal right to the property and have attempted to obtain it and convey it based on a fraudulent and forged warranty deed, this Court should grant Plaintiffs' Motion. Furthermore, Plaintiffs have consistently used the subject property for more than five (5) years in the same manner in which they seek to have the Court order the usage and maintenance continue. Plaintiffs have paid the taxes on the property, upgraded the property, maintained the property and utilized it on a daily basis as part of an ongoing business for numerous years without incident. Defendants, who base their rights to the property on fraudulent deeds containing a forged signature, have not had any interaction or involvement with the property for more than five (5) years

and will suffer no harm as a result of the injunction requiring the status quo to be maintained until the underlying dispute is resolved. “The primary purpose of a temporary injunction is to preserve the status quo while the merits of the underlying dispute are litigated.” *Gawker Media, LLC v. Bollea*, 129 So. 3d 1196, 1199 (Fla. 2d DCA 2014) (quoting *Manatee Cty. v. 1187 Upper James of Fla., LLC*, 104 So. 3d 1118, 1121 (Fla. 2d DCA 2012)). Furthermore, the issuance of the temporary injunction will prevent any irreparable harm to Plaintiffs from occurring in the immediate future and stimulate attempts by the parties in furtherance of resolution of this matter.

IV. Granting Plaintiffs’ Motion will service the public as it protects the same from an illegal conveyance of the property or having the property uninsured and unprotected.

A temporary injunction maintaining the customary status quo and preventing any further sales of the property or damage thereto will secure the fundamental tenants of this country, to be secure on one’s ownership of their own property. Defendants’ attempts to fraudulently sell the subject property, use it as a means to interfere with ongoing business relationships would be contrary to numerous statutes and common law. Furthermore, DTT NORTH, LLC’s purported purchase of the property from The ROCK ENTERTAINMENT was done to obtain the land under false pretenses and with bad faith as Defendant was aware that Plaintiffs had no intention of selling the property, previously declined Defendant’s offer to purchase the property and Defendant was aware of the pending lawsuit and claims of fraudulent deed when the purchase was made and prior to recording its alleged warranty deed.

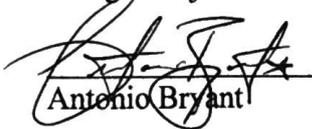
Plaintiffs have upgraded the subject property and expended substantial sums in doing so, maintained the property, utilized it for daily business purposes and provided insurance to cover any liability associated with the property. This Court granting of the subject motion and issuance of a temporary injunction or invalidating the fraudulent deeds would protect and serve the public. Plaintiffs’ Motion should be granted and this Court should invalidate the fraudulent deeds of 2012

and 2015 or issue a mandate permitting the Plaintiffs to regain use, access, and control of the property consistent with its customary usage.

WHEREFORE, Plaintiffs, Blackacre, LLC and Antonio Bryant, respectfully request that this Court enter an Order granting their Motion for Temporary Injunction enjoining Defendants, THE ROCK ENTERTAINMENT, CHARLES SANDERS and DTT NORTH, LLC from any further attempts to sell, transfer title or otherwise convey the property associated with Miami-Dade County folio number 07-2112-009-0550 or altering the status quo regarding the property's customary usage and access by Plaintiffs and Plaintiffs' agents, employees, customers and the public or, in the alternative, invalidating the fraudulent deeds and returning proper title to the property to BLACKACRE, LLC and for any further relief the Court deems just and proper.

Verification of Plaintiffs

I, Antonio Bryant, affirm that the facts and information set forth in the Complaint and in this Motion are correct and that Plaintiffs will sustain immediate and irreparable injury, loss and damage if the hearing or adjudication of this motion is delayed.


Antonio Bryant

Counsel for the Plaintiffs certifies that all efforts have been made to give notice to the Defendants and Defendants' counsel of the Motion and any associated hearing. Counsel for THE ROCK ENTERTAINMENT have been advised of any associated hearing and DTT NORTH, LLC or any counsel who may appear on their behalf, has been provided notice of an associated hearing.

/s/ Noel F. Johnson
Noel F. Johnson, Esq.
FNB: 14407
Noel.Johnson@lewisbrisbois.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that pursuant to Fla.R.Jud.Admin. 2.516, a true and correct copy of the foregoing was served by electronic mail on this **19th day of March, 2018** to the following individuals on the attached service list:

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

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BY: /s/ Noel F. Johnson
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EXHIBIT

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

CASE NO.: 2018-006435 CA-01

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

Plaintiff,

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation, CHARLES
SANDERS and DTT NORTH, LLC, a Florida
corporation.

Defendants.

CORRECTED TRANSCRIPT
(Corrected as to date)

Proceedings had and taken place before the
Honorable Judge BRONWYN C. MILLER, one of the judges of
said Court, at the Dade County Courthouse, 73 West Flagler
Street, Miami, Florida, on March 30, 2018, commencing at
the hour of 9:05 a.m., and being a hearing.

Stenographically Reported By:
SHARON VELAZCO, RPR, FPR, CLR
Registered Professional Reporter

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APPEARANCES

On Behalf of the Plaintiff:

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BARBARA J. RIESBERG, ESQUIRE

- - -

1 (The following proceedings were had:)

2 THE COURT: You may be seated. Thank you.

3 We are here on 2018 006435 CA 01. Please state
4 your appearances for the record.

5 MR. EHRENSTEIN: Good morning, your Honor. Mike
6 Ehrenstein and Brett Sager on behalf of the
7 defendant, Charles Sanders and The Rock
8 Entertainment.

9 THE COURT: Good morning.

10 MR. JOHNSON: Good morning, your Honor. Noel
11 Johnson of behalf of Antonio Bryant and Blackacre,
12 LLC.

13 THE COURT: Good morning.

14 MS. RIESBERG: Good morning, your Honor. Barbara
15 Riesberg and Erica Canas on behalf of DTT North LLC.

16 THE COURT: Good morning.

17 MR. JONES: Good morning, your Honor. Arthur
18 Jones on behalf of Property Management. We have not
19 entered, but we are an interested party. So I am
20 just on the sidelines today.

21 THE COURT: Okay. So you are just observing?

22 MR. JONES: Yes, your Honor.

23 THE COURT: Okay. No problem. Good morning.

24 Okay. Thank you very much. Does anybody want to
25 give me a very brief overview?

1 MR. JOHNSON: Yes, your Honor.

2 THE COURT: I have read everything, so --

3 MR. JOHNSON: I understand.

4 THE COURT: I prefer to go directly into
5 testimony. But if you need to make a brief
6 statement --

7 MR. JOHNSON: That is fine with me, your Honor.
8 I know you have already heard arguments on this
9 matter regarding a property in North Miami Beach and
10 allegations of a forged deed. And what we would like
11 to do is have Mr. Bryant take the stand. And for
12 your Honor, I had already prepared a brief timeline
13 to assist in understanding what the matters were.

14 I have a copy for counsel.

15 MR. SAGER: Yes, thank you.

16 MR. JOHNSON: May I approach?

17 THE COURT: Yes, absolutely. Thank you very
18 much. I appreciate it.

19 MR. JOHNSON: If I may, your Honor, may I -- I
20 would like to invoke the rule at this time.

21 THE COURT: The rule has been invoked. Please
22 advise your witnesses accordingly. They are not to
23 discuss their testimony with any other witnesses.
24 They must remain outside the courtroom until they are
25 called.

1 The corporate representatives may remain in the
2 courtroom.

3 MR. EHRENSTEIN: And experts?

4 THE COURT: Is there any objection to having
5 experts remain?

6 What kind of experts do you have, handwriting
7 experts?

8 MR. EHRENSTEIN: Just a handwriting expert, your
9 Honor.

10 THE COURT: Do you have an objection to the
11 handwriting expert remaining?

12 MR. JOHNSON: Yes, your Honor.

13 THE COURT: I am not going to let a handwriting
14 expert remain in. They don't need to hear the
15 testimony to render an opinion, so I will exclude
16 them as well because a handwriting expert doesn't
17 need to hear the testimony.

18 MR. SAGER: Your Honor, as to the parking lot in
19 question, it affects his business, and you said the
20 corporate representatives can stay.

21 THE COURT: Is he a witness?

22 MR. SAGER: He's a potential witness.

23 THE COURT: He's not a party, so he must be
24 excluded from the courtroom.

25 MR. JOHNSON: Can you -- I think you said I could

1 begin by giving a brief opening, your Honor.

2 THE COURT: You may, but I am ending right at 12
3 o'clock today --

4 MR. SAGER: Okay. Your Honor, the plaintiffs --

5 THE COURT: You have to understand my staff is
6 here because you are having your hearing. That's why
7 we are ending right at 12. They are here on a
8 holiday for them. So if you must give an opening,
9 you go right ahead.

10 MR. SAGER: Your Honor, the plaintiff's emergency
11 motion admits that their entire case hinges on one
12 fact or one allegation; whether the signature of
13 Antonio Bryant, which appears on the November 2,
14 2012, deed transferring title from Blackacre, LLC, to
15 my client, the Rock Entertainment LLC is a forgery.
16 The evidence that you will hear today and see is
17 going to establish that the plaintiffs cannot carry
18 their burden, and demonstrating substantial
19 likelihood of success on the merits because the
20 evidence will show that the signature in question is
21 not a forgery, and that Mr. Bryant authored the
22 signature.

23 THE COURT: Okay. Thank you. Call your first
24 witness, please.

25 MR. JOHNSON: Your Honor, I call Antonio Bryant.

1 THE COURT: Mr. Bryant, come forward and be sworn
2 please. You can have a seat on the witness stand.

3 Thank you.

4 Thereupon:

5 ANTONIO BRYANT

6 was called as a witness and, having been duly sworn, was
7 examined and testified as follows:

8 DIRECT EXAMINATION

9 BY MR. JOHNSON:

10 Q. Mr. Bryant, did you purchase the parking lot
11 property that is adjacent to 337 Northwest 170th Street?

12 A. Yes.

13 Q. And did you purchase that in January 2012?

14 A. Yes.

15 Q. Did you subsequently sell that property from
16 yourself to your company, Blackacre LLC?

17 MR. SAGER: Objection, your Honor. Leading.

18 THE COURT: Overruled.

19 (Brief interruption).

20 THE COURT: I'm sorry. I need you guys to stop
21 for one second because you were interrupted, and I
22 need to write down the answer.

23 Okay. Go ahead.

24 BY MR. JOHNSON:

25 Q. Did you obtain a loan from Mr. Sanders in March

1 of 2012?

2 A. Yes, I did.

3 Q. And was the subject property used as collateral
4 for that loan?

5 A. Yes, it was.

6 Q. And at any point in time did you express an
7 intention to sell the subject property to Mr. Sanders?

8 A. No, I didn't. That would be impossible.

9 Q. And why would that be impossible?

10 A. Because it is needed to operate the business.

11 Q. Did you ever execute any sale agreement
12 associated with the property to Mr. Sanders or Rock
13 Entertainment?

14 A. No.

15 Q. Did you ever sign any warranty deed transferring
16 title from Blackacre LLC to Mr. Sanders?

17 A. No.

18 Q. Did you ever execute any sale agreement or other
19 loan agreement associated with the property?

20 A. No. We never had any paperwork.

21 Q. Did you, subsequent to obtaining the loan from
22 Mr. Sanders -- sorry. How much was the loan for?

23 A. It was for \$200,000.

24 Q. And had you had previous loans with Mr. Sanders?

25 A. Many.

1 Q. And were some of those loans without paperwork?

2 A. Obviously, many of them were without paperwork or
3 any type of -- it was always just me and him, word to
4 word.

5 Q. And you had had a long relationship with Mr.
6 Sanders; is that correct?

7 A. I have known Mr. Sanders since I was a freshman
8 in college.

9 Q. And did there come a point in time where you
10 attempted to contact Mr. Sanders to have a formal written
11 agreement for repayment of the loan?

12 A. Several times.

13 Q. And what was Mr. Sanders' response?

14 A. The conversations kind of changed. He wasn't
15 that eager to, you know, sit down with me. He was always
16 very busy, hard to get in contact with.

17 Q. Did there come a point in time in May of 2015 in
18 which DTT North approached you about purchasing the
19 property?

20 A. Yes.

21 Q. And was DTT North Downtown Towing a neighbor to
22 your business at the time?

23 A. No. Actually, I had no neighbors. I was probably
24 one of the only businesses within that neighborhood from
25 2011 until about the time that DTT came that year, a

1 couple of people came into the area.

2 Q. And did DTT North or -- or a company purchase the
3 lot adjacent to the lot in question?

4 A. Yes, because I was trying to purchase that same
5 lot.

6 Q. And did DTT North send you any correspondence in
7 May of 2015 offering to purchase your lot?

8 A. Yes.

9 Q. And was that purchase offer for \$500,000?

10 A. Yes.

11 Q. And did you decline that offer?

12 A. Yes.

13 Q. Subsequently, in October of 2017, did you receive
14 an email from Mr. Sanders regarding the property in which
15 he attempted to have you execute a contract for deed for
16 the property?

17 A. Yes. And I -- he told me he was going to send me
18 an email.

19 MR. JOHNSON: Your Honor, I would like to
20 introduce defense exhibit one.

21 THE COURT: Any objection?

22 MR. EHRENSTEIN: Which one is in?

23 THE COURT: Have you all examined the exhibits?
24 Have you not conferred on the exhibits?

25 MR. EHRENSTEIN: We have conferred, but I don't

1 know which one --

2 THE COURT: Why don't you show opposing counsel
3 then. Thank you.

4 MS. RIESBERG: Judge, I just came into the case
5 yesterday.

6 THE COURT: No problem.

7 MS. RIESBERG: I have not had the opportunity to
8 see everything.

9 THE COURT: No problem.

10 Thank you very much. It will be admitted.

11 THE CLERK: Plaintiff's Exhibit 1-I for ID will
12 now be Plaintiff's Exhibit 1 in evidence.

13 (Plaintiff's No. 1 was received in Evidence.)

14 BY MR. JOHNSON:

15 Q. Mr. Sanders, I am showing you an email from
16 October 18th, 2017, from Mr. Sanders to Mind Box
17 Entertainment at gmail.com. Is that your email address?

18 A. Yes.

19 Q. And pursuant to that email, did Mr. Sanders send
20 you an email saying, "let's discuss," with an attached
21 contract for the proposed sale of the property from the
22 Rock Entertainment to you or Blackacre LLC for a total of
23 \$320,000?

24 A. Yes.

25 Q. And did you subsequently respond to that email

1 declining his offer and asserting that the offer should
2 not involve a sale because there was only a loan
3 associated with the property?

4 A. Yes. I spoke to -- I sent him an email back
5 responding, saying that "This should not be titled "land
6 purchase" because I never sold the property to you."

7 It should be a reimbursement. And I also told
8 him that the amount -- I thought was very unreasonable for
9 reimbursement.

10 MR. JOHNSON: Your Honor, I would like to
11 introduce Plaintiff's Exhibit 2, which is the email
12 from October 19th.

13 THE COURT: Show everything to opposing counsel.

14 MR. EHRENSTEIN: I am familiar with this email.
15 I have no objection.

16 MR. JOHNSON: I will show it to the other
17 counsel.

18 MS. RIESBERG: Thank you.

19 THE COURT: Ms. Riesberg, any objection?

20 MS. RIESBERG: No objection.

21 THE COURT: Admitted.

22 THE CLERK: Plaintiff's Exhibit 1-E for ID will
23 now be plaintiff's Exhibit No. 2 in evidence.

24 (Plaintiff's No. 2 was received in Evidence.)

25 MR. JOHNSON: Thank you.

1 BY MR. JOHNSON:

2 Q. The email exchange that I just showed you from
3 October 18th and 19th -- is that the email exchange that
4 you had with Mr. Sanders regarding the property and his
5 offer to sell it to you?

6 A. Yes.

7 Q. And did you decline to purchase the property from
8 Mr. Sanders?

9 A. Yes.

10 Q. And did you decline to purchase the property from
11 Mr. Sanders because you had never sold it to him?

12 MR. EHRENSTEIN: Objection. That's leading?

13 THE COURT: Sustained.

14 Rephrase.

15 BY MR. JOHNSON:

16 Q. Did you ever sell the property to Mr. Sanders?

17 A. No, I did not. That's why I rejected the email.

18 Q. Did you subsequently seek to sit down or have a
19 meeting with Mr. Sanders regarding the property and
20 repayment of your loan?

21 A. Several times.

22 Q. And at some point, did you have a conversation,
23 or did you have an exchange in that email correspondence
24 in which you -- Mr. Sanders asserted that he would come to
25 Miami and he would sit down and discuss it?

1 A. Even before the email, he told me that he would
2 be in LA, and I had let him know that I would fly to LA so
3 we could get something done. And that night, I had saw
4 him in the club, he actually wasn't out of town at all.
5 And that's when I kind of knew something wasn't right.

6 Q. Did you subsequently reach out to Mr. Sanders via
7 email and attempt to arrange a repayment agreement for the
8 loan associated with the property?

9 A. Definitely. And we also involved the attorneys.

10 Q. And in February 20th of 2018, did your counsel,
11 at your direction, submit a proposed cured loan agreement
12 to Mr. Sanders?

13 A. Yes. Because he told me that we would sit down
14 and discuss it with our attorneys and work something out,
15 because he had been going through a divorce, some problems
16 with his business, and several other things. So you know
17 --

18 MR. JOHNSON: February 20, 2018 -- and I will
19 show it to counsel.

20 MS. RIESBERG: No objection.

21 THE COURT: Any objection?

22 MR. EHRENSTEIN: No objection.

23 THE COURT: Admitted.

24 THE CLERK: What's Exhibit 1-C for ID is now
25 Plaintiff's Exhibit Number 3 in evidence.

1 (Plaintiff's No. 3 was received in Evidence.)

2 MR. JOHNSON: Thank you.

3 BY MR. JOHNSON:

4 Q. I am showing you what has been marked as
5 Plaintiff's Exhibit 3. Have you seen that email and
6 letter and attached secured -- proposed secured loan
7 agreement?

8 A. Yes.

9 Q. And is that the email and proposed loan agreement
10 that was sent to Mr. Sanders on February 20, 2018?

11 A. Yes.

12 Q. Following that email, did you have any
13 conversations with Mr. Sanders regarding the property?

14 A. Actually, I had conversations with him regarding
15 just reimbursing of the loan and finding a time and date
16 to sit down with our attorneys, and that was it. Once
17 this letter was sent over, I had not heard back from him.

18 Q. Did there come a point in time where -- I would
19 like to go -- to go back for a moment. Was there a deed
20 that was recorded regarding this property --

21 A. Um-hmm.

22 Q. -- with Miami-Dade County -- counsel, July, 2012.

23 MS. RIESBERG: No objection.

24 MR. JOHNSON: I would like the 2012 special
25 warranty deed marked as Plaintiff's Exhibit 4.

1 THE COURT: Any objection?

2 MS. RIESBERG: No objection.

3 MR. EHRENSTEIN: No objection.

4 THE CLERK: Exhibit 1-D for ID is now Plaintiff's
5 Exhibit No. 4 in evidence.

6 (Plaintiff's No. 4 was received in Evidence.

7 BY MR. JOHNSON:

8 Q. Mr. Bryant, I am showing you what has been marked
9 as Plaintiff's Exhibit 4. Have you seen that document
10 before?

11 A. Yes. You showed it to me.

12 Q. And is that document a November 2nd, 2012,
13 warranty deed that is alleged to have been signed by you?

14 A. Yes, it is.

15 Q. Did you sign that warranty deed, sir?

16 A. I have never seen this deed. I never seen this
17 first page, the letters, none of this. The numbers, I
18 have never seen any of this. I don't have an email, or
19 fax transmission, no records of this, period.

20 Q. And that was on November 2nd of 2012, when this
21 deed was purportedly executed; is that correct?

22 A. Yes.

23 Q. Were you in Allegheny County on November 2nd of
24 2012?

25 A. No.

1 Q. Where were you on November 2nd of 2012?

2 A. Operating my business.

3 Q. So you were in Miami-Dade County, Broward County
4 at the time?

5 A. Yes.

6 Q. Do you have any records that would -- strike
7 that.

8 Do you have any records that would support your
9 assertion that you were in Miami-Dade County on
10 November 2, 2012?

11 A. I have several transactions made from, you know,
12 my debit cards and also one particular purchase I remember
13 myself because I spoke to another business owner where I
14 purchased a product from them, and he was actually located
15 not too far, you know, from my business, so I actually
16 drove there myself to make that purchase.

17 MR. JOHNSON: The checklist --

18 MR. EHRENSTEIN: I have an objection to that.

19 THE COURT: So lay your foundation.

20 MR. EHRENSTEIN: That is your general ledger
21 entries from G-5?

22 MR. JOHNSON: Yes. I know you have an objection.

23 I will just show it to you.

24 MS. RIESBERG: I will join in the objection.

25 THE COURT: Lay your predicate.

1 THE CLERK: Excuse me, counsel, may I pre-mark
2 that?

3 THE COURT: All right, Robin. Let's just move it
4 along.

5 THE CLERK: Plaintiff's Exhibit 1-F for ID.

6 MR. JOHNSON: My apologies, your Honor.

7 THE COURT: If there is an extra one, we will
8 just take out the duplicate.

9 Lay a predicate.

10 MR. JOHNSON: Yes, your Honor.

11 BY MR. JOHNSON:

12 Q. Did you have a reconcile report associated with
13 your bank account done for your company at the time, G-5
14 LLC?

15 A. Yes.

16 Q. And did that reconcile report contain all of the
17 transactions that you made on your debit card, as well as
18 checks associated with the company?

19 A. Yes.

20 Q. And was that reconcile report -- did it detail
21 each debit card transaction that you made on November 2,
22 2012, as well as the day before and the days after?

23 A. Yes.

24 MR. JOHNSON: And your Honor, we would like to
25 mark defendant's exhibit five or plaintiff's exhibit

1 five, and I believe defense has an objection --

2 MR. EHRENSTEIN: We do.

3 THE COURT: They have an objection. Lay the
4 predicate.

5 All right. What is the objection?

6 MR. EHRENSTEIN: Hearsay. G-5 -- this is a
7 document from G-5. G-5 is not a party, so it is a
8 statement made by a party not here in the courtroom,
9 with respect to proof of the truth of the matter
10 asserted.

11 MR. JOHNSON: If I may, your Honor.

12 THE COURT: Go ahead.

13 BY MR. JOHNSON:

14 Q. Sir, are you a managing member of the entity G-5
15 LLC?

16 A. Correct, the only member.

17 Q. And are these documents financial records from
18 G-5 LLC?

19 A. Yes.

20 MR. JOHNSON: Your Honor, I ask to overrule the
21 objection.

22 MR. EHRENSTEIN: Your Honor, if he is trying to
23 move it in under the business records exception, he
24 still has failed to adequately lay a foundation.

25 THE COURT: Lay a business record foundation.

1 BY MR. JOHNSON:

2 Q. Was this record kept in the normal course of
3 business for G-5 LLC?

4 A. Yes.

5 Q. Was this a record that was reflective of the
6 business accounts for G-5 LLC for 2012?

7 A. Yes. And also, I am the only check signer and
8 cardholder for that company.

9 MR. EHRENSTEIN: Your Honor may I voir dire?

10 THE COURT: He still laying a predicate.

11 MR. EHRENSTEIN: Sorry. I thought you were done.

12 MR. JOHNSON: I will allow it, your Honor.

13 THE COURT: Go ahead.

14 MR. EHRENSTEIN: Good morning.

15 Sir, do you keep these records?

16 THE WITNESS: Yes, I do.

17 MR. EHRENSTEIN: Are you the person who inputs
18 the records into the computer?

19 THE WITNESS: No, I am not.

20 BY MR. EHRENSTEIN: Who does that?

21 THE WITNESS: We have a bookkeeper.

22 MR. EHRENSTEIN: Okay. And the bookkeeper is the
23 person who is the custodian who was responsible for
24 taking the records of your checks and debits and
25 inputting them into your -- into G-5's ledger, is

1 that right?

2 THE WITNESS: No.

3 MR. EHRENSTEIN: Who is responsible for doing
4 that?

5 THE WITNESS: I had an office manager. She would
6 do that in the mornings, and all the information
7 would be transferred then to the bookkeeper, which
8 was not a CPA, but a tax person.

9 MR. EHRENSTEIN: Okay. So G-5 has an office
10 manager?

11 THE WITNESS: Yes.

12 MR. EHRENSTEIN: Who collects the receipts and
13 the disbursements, and then puts them into -- records
14 them somehow and then transfers that over to the
15 bookkeeper?

16 THE WITNESS: No. She aligns the receipts and
17 documents with the bank statements.

18 MR. EHRENSTEIN: Got it.

19 THE WITNESS: That is what we call
20 reconciliation.

21 MR. EHRENSTEIN: And then that goes to the
22 bookkeeper?

23 THE WITNESS: The bookkeeper double checks that,
24 and I also had a separate CPA that checked her.

25 MR. EHRENSTEIN: Okay. And the bookkeeper isn't

1 here to testify, and the office manager isn't here to
2 testify, and the CPA isn't here to testify; is that
3 correct?

4 THE WITNESS: Those are bank statements from
5 actual log transactions from the bank. There is
6 nothing I could have superimposed on anything.

7 MR. EHRENSTEIN: Your Honor the foundation
8 problem exists.

9 THE COURT: What is the deficiency in the
10 foundation? You have to identify the specific
11 deficiency.

12 MR. EHRENSTEIN: The deficiency is the record has
13 to be made and introduced by a person who is a
14 custodian or person with knowledge. Here, the person
15 with knowledge, person who is actually inputting the
16 data and tracking the data is either the office
17 manager --

18 THE COURT: The testimony can come in through the
19 custodian or qualified witness. That is the language
20 used. They have to testify that it is -- made or
21 transmitted by a person with knowledge, which he has
22 testified to. I believe they have met it with
23 sufficiency. I am overruling the objection. The
24 document comes in. I am not sure what is the
25 significance of the document, now that I have

1 reviewed it, but the document comes in.

2 MR. JOHNSON: Thank you, your Honor.

3 BY MR. JOHNSON:

4 Q. That was Plaintiff's Exhibit 5, I believe.

5 THE COURT: Robin?

6 THE CLERK: Plaintiff's Exhibit 5.

7 (Plaintiff's No. 5 was received in Evidence.)

8 THE CLERK: Now plaintiff's exhibit number five
9 in evidence.

10 BY MR. JOHNSON:

11 Q. I am showing you what has been marked as
12 Plaintiff's Exhibit 5, Mr. Bryant. The records that are
13 reflected in Plaintiff's Exhibit 5 show that on October 31
14 of 2012, you made a debit card purchase with -- at
15 Walter's Clothing; is that correct?

16 MS. RIESBERG: Objection, leading.

17 THE COURT: Sustained.

18 Do you have a duplicate? Because I want to
19 follow along, please.

20 MR. JOHNSON: Sure.

21 MS. RIESBERG: Do you have any other copies?

22 MR. JOHNSON: I may.

23 MR. EHRENSTEIN: We can share. Let's just, if it
24 is okay. I know we have a copy.

25 We are going to share, if it is all right with

1 your Honor. I will just stand here so we can look at
2 it together.

3 THE COURT: No problem.

4 Wait, he needs his own copy. He is doing the
5 questioning. You can take mine. I have reviewed it.

6 MR. JOHNSON: Thank you, your Honor.

7 BY MR. JOHNSON:

8 Q. On October 31, 2012, did you make any purchases
9 with the G-5 LLC debit card?

10 A. Yes.

11 Q. And where did you make purchases?

12 A. The 31st is showing Walter's Clothing and Jethro
13 Holdings.

14 Q. Where is Walter's Clothing?

15 A. That is based out of Atlanta, Georgia.

16 THE COURT: Sorry?

17 THE WITNESS: Atlanta, Georgia.

18 BY MR. JOHNSON:

19 Q. And the Jethro Holdings, where is that located?

20 A. That is down here in Miami.

21 Q. And on November 1st of 2012, November 2nd of
22 2012, the date you were alleged to have been in Allegheny
23 County, Pennsylvania, pursuant to the warranty deed, did
24 you make any purchases on that date?

25 A. Yes.

1 Q. And where were those purchases?

2 A. Publix and Hess Gas Station.

3 Q. Do you know if there are any Publixes in
4 Pittsburgh?

5 A. I don't know of one Publix in Pittsburgh.

6 Q. Were those purchases at Publix and Hess in
7 Miami-Dade County?

8 A. Yes.

9 Q. On November 2nd of 2012, did you also make a
10 purchase at Corset Chick?

11 A. Yes. I actually drove directly to Corset Chick.

12 Q. And what were those purchases?

13 A. Corsets for the employees. Uniforms, basically.

14 Q. At any point in time on November 2nd of 2012 were
15 you in Allegheny County, PA?

16 A. No, I was not.

17 Q. Did you ever execute before a notary in Allegheny
18 County a warranty deed transferring title of the lot from
19 Blackacre LLC to The Rock Entertainment?

20 A. No.

21 Q. And we will fast-forward, Mr. Bryant, to February
22 of 2012 -- February of 2018. After the proposed secured
23 loan agreement was sent to Mr. Sanders, did you have a
24 conversation or exchange any correspondence with him
25 regarding the property?

1 A. No.

2 Q. Did you receive any --

3 MS. RIESBERG: No objection.

4 MR. EHRENSTEIN: No objection.

5 THE COURT: Admitted, plaintiff.

6 THE CLERK: Plaintiff's Exhibit 1-F for ID is now
7 Plaintiff's Exhibit Number Six in evidence.

8 (Plaintiff's No. 6 was received in Evidence.)

9 MR. JOHNSON: If I may, your Honor?

10 THE COURT: Sure. Thank you very much.

11 MR. JOHNSON: Sorry, your Honor. I think I may
12 have given you the wrong --

13 BY MR. JOHNSON:

14 Q. Did you receive a text message from Mr. Sanders
15 on February 28th of 2018?

16 A. Yes.

17 Q. Okay. And in that text message, did Mr. Sanders
18 threaten to shut down your business?

19 A. Yes, he did.

20 Q. And in that text message, did Mr. Sanders assert
21 that he was -- you were going to lose the subject
22 property?

23 A. Yes.

24 Q. In that text, did Mr. Sanders assert to you that
25 he put a million aside for lawsuits associated with this

1 matter?

2 MS. RIESBERG: At this point, I am going to
3 object. The documents speaks for itself.

4 THE COURT: I have read it.

5 You can proceed.

6 BY MR. JOHNSON:

7 Q. You can answer.

8 A. Yes.

9 Q. Did you respond to the text message?

10 A. Not at all.

11 Q. Did you feel that Mr. Sanders was telling you to
12 not pursue the lawsuit?

13 A. I felt a lot of ways about that text message, to
14 be honest with you. I am from Miami.

15 Q. Following that exchange with Mr. Sanders, did
16 anything occur with the property?

17 A. Yes. DTT North, before even engaging with the
18 sale or whatever happened, they contacted us and reached
19 out to me to ask me if I was trying to sell the property,
20 which I told them no.

21 Q. And had DTT previously tried to buy the property
22 from you?

23 A. Yes, they did. And I have always went to Chuck
24 for guidance on real estate matters because that is the
25 business he is in. And I actually informed him that they

1 were trying to purchase the lot. And just to show him the
2 value that the property had, you know, I forwarded over
3 this email to him showing the offer for five hundred
4 thousand dollars, but told him that's impossible because I
5 need the property to operate my business during the day.

6 Q. Did Mr. Sanders know or did you advise Mr.
7 Sanders that the property was necessary for you to
8 continue a profitable business?

9 A. A thousand percent, he was well aware of that.

10 Q. Subsequent to this text message, were you advised
11 that Mr. Sanders attempted to sell the property?

12 A. Just through DTT. I think it was the son or
13 someone notified us about the lot potentially being sold,
14 or were we trying to get rid of it, and that's how I
15 became aware of the situation.

16 Q. Okay. And following that, did someone from DTT
17 or one of their representatives place a lock on the lot
18 preventing you from using the property?

19 A. Yes, someone did. I don't know exactly who, but
20 one of them did.

21 Q. And since that date in March, early March of
22 2018, have you been able to utilize the parking lot for
23 your property, the parking lot associated with your other
24 business?

25 A. Definitely not.

1 Q. And have you sustained financial loss as a result
2 of not being able to use the parking lot property?

3 A. Of course. This is spring break time, Ultra
4 Fest. This is the meat of what we do and how we survive
5 in the business.

6 Q. Would continued or lack of use or inability to
7 use the lot cause additional damages to your company?

8 A. Most definitely. I am already involved in a
9 business transaction of selling my business, which Mr.
10 Sanders was well aware of that, as well, and that was also
11 part of me recouping and paying him back his monies. So
12 now, that is a lot slower because of the production of the
13 lot. We turned a lot of cars in that lot.

14 Q. How many parking spaces are in that lot?

15 A. I would think about 40.

16 Q. And during the time from 2012 to the present, did
17 you make any improvements on the lot?

18 A. Multiple improvements.

19 Q. What type?

20 A. Well, when I first got the lot, I had to go in
21 and level the land. It was very, divided, tore up. I had
22 to put drainage in, according to the City, which they
23 fined me every day, because I was unaware. I thought it
24 was just a lot that we could park cars on it. I also had
25 to pave it out, stripe it, and get inspections on it, for

1 mineral inspection, to see if there used to be some type
2 of gas on that lot.

3 Q. Did you have to put in utilities?

4 A. Yes. I put in water and lights.

5 Q. Did you have to put in sewer lining?

6 A. Yes.

7 Q. Did you pay all of the utility bills for the
8 property in 2012 to present?

9 A. To present.

10 Q. Did you pay for all the upgrades to the property?

11 A. A hundred percent.

12 Q. And how much, approximately, did you pay for the
13 upgrades to the property?

14 A. Easily over a hundred K, just with the drainage,
15 alone, ran me about \$90,000.

16 Q. Were you paying the property taxes on the
17 property?

18 A. Yes, I was.

19 Q. Did the Rock Entertainment or Mr. Sanders ever
20 contribute to any of the payments for the upgrades to the
21 property?

22 A. No. Not -- I requested, because at the time, you
23 know, I had higher debt than money coming in, but I did
24 have him, Chuck did assist me in paying the taxes at one
25 point on the property, which he was reimbursed for, but as

1 far as improvements, never.

2 Q. When the -- after you were advised that the
3 property had been sold, were you contacted by DTT North?

4 A. No, not at all.

5 Q. After you were advised that the property had been
6 sold by Mr. Sanders to DTT North -- or sorry. Prior to
7 the property being sold from Mr. Sanders and the Rock
8 Entertainment to DTT North, did you advise DTT North that
9 there were concerns about the validity of the deed?

10 MS. RIESBERG: Objection, leading.

11 THE COURT: Sustained.

12 Rephrase.

13 BY MR. JOHNSON:

14 Q. Did you ever contact DDT North regarding the
15 deed?

16 A. Once I was aware of what was going on, several
17 contacts were made to DTT, as well as communications
18 letting them know that we think this could be potential
19 fraud, and they couldn't execute on any plans. They also
20 questioned and asked in regards to who was Chuck, and what
21 was going on, and we kind of gave them a brief explanation
22 of that.

23 Q. And since the purported sale of the property in
24 March of 2018, have you been able to access or use the
25 lot?

1 A. Not even.

2 Q. And has that lack of access and use continued to
3 harm your business?

4 MR. EHRENSTEIN: Objection. This is asked and
5 answered now twice.

6 THE COURT: Sustained.

7 BY MR. JOHNSON:

8 Q. Would the continued lack of use of your property
9 cause irreparable harm to your business?

10 MR. EHRENSTEIN: Same objection.

11 THE COURT: Overruled.

12 THE WITNESS: Obviously, it will.

13 BY MR. JOHNSON:

14 Q. If you are unable to have the property returned
15 to your normal usage, would that harm your business?

16 A. Yes.

17 MR. JOHNSON: Your Honor, I would just like to
18 correct one thing. I think I had marked Plaintiff's
19 Exhibit 6, and it was the wrong email. It should
20 have been this one, the text message.

21 THE CLERK: Judge, do you want me to remark this?

22 THE COURT: You need to show the opposing counsel
23 what you are doing, because I have a totally
24 different email than what was -- or text message. I
25 mean, I am a little confused.

1 MR. EHRENSTEIN: This is the one you want in?

2 MS. RIESBERG: Let me see.

3 THE COURT: So you want me to disregard the one
4 that says, "I am going to kill you all"?

5 MR. JOHNSON: No. You had the correct one. The
6 one that was marked was incorrect.

7 MS. RIESBERG: Is that the correct one?

8 MR. EHRENSTEIN: As long as the -- is this
9 complete?

10 MR. JOHNSON: Yes, two pages.

11 MR. EHRENSTEIN: "I want no violence. I will
12 kill you all in court."

13 THE COURT: That was a modification after?

14 MR. EHRENSTEIN: Yes.

15 THE COURT: I read the whole thing.

16 THE CLERK: This was withdrawn, or --

17 MR. JOHNSON: Yes.

18 THE CLERK: Plaintiff's Exhibit 1F for ID which
19 was previously admitted as plaintiff's exhibit number
20 six has been withdrawn. The correct exhibit will be
21 Plaintiff's Exhibit 1-T for ID is Plaintiff's Exhibit
22 number 6 in evidence.

23 (Plaintiff's No. 6 was received in Evidence.)

24 THE COURT: Any further questions?

25 BY MR. JOHNSON:

1 Q. Yes, your Honor. Just briefly, I would like to
2 mark as Plaintiff's Exhibit 7 the 2015 special warranty
3 deed that was re-recorded to correct the legal
4 description.

5 THE COURT: Any objection?

6 MR. EHRENSTEIN: None.

7 MS. RIESBERG: No objection.

8 THE COURT: Admitted.

9 THE CLERK: Plaintiff's Exhibit 1-A for ID will
10 now be Plaintiff's Exhibit Number 7 in evidence.

11 MR. JOHNSON: Thank you.

12 BY MR. JOHNSON:

13 Q. Mr. Sanders, I am showing you what has been
14 marked as Plaintiff's Exhibit 7. Have you seen that
15 re-recorded warranty deed before?

16 A. Since August, yes.

17 Q. The warranty deed that is marked as Plaintiff's
18 Exhibit 7 contains a signature on the notary page, the
19 warranty deed. Do you see that?

20 A. Yes, I have never seen these documents until this
21 situation occurred. This was never brought before me,
22 never sent to me to sign, none of this.

23 Q. That document was recorded in 2015. However, the
24 notary page is dated November 2, 2012. Again, did you
25 sign that document?

1 A. No. I have never seen this document.

2 MR. JOHNSON: I have no further questions for
3 him, your Honor.

4 THE COURT: Cross-examination, Defendant One?

5 CROSS-EXAMINATION

6 BY MR. EHRENSTEIN:

7 Q. Good morning, Mr. Bryant. Mike my name is
8 Michael Ehrenstein. You just testified a minute ago, or
9 maybe 30 minutes ago that you have a long relationship
10 with Mr. Sanders, right?

11 A. Yes.

12 Q. And he has loaned you money many times before;
13 correct?

14 A. And vice versa.

15 Q. My question is, he has loaned you money many
16 times before, isn't that true?

17 A. Yes, sir.

18 Q. And in every -- in most of those situations, you
19 have paid him back, isn't that true?

20 A. In all situations.

21 Q. Except this situation. And in this situation,
22 you have admitted that in 2012, he loaned you \$200,000;
23 isn't that right?

24 A. That is fairly correct. In this situation, I
25 also gave him collateral.

1 Q. Hold on one second. My question is, you borrowed
2 \$200,000 from him in 2012; correct?

3 A. Yes, sir.

4 Q. And between 2012 and 2017, you have not paid him
5 back, have you?

6 A. No.

7 Q. You have not?

8 A. No.

9 Q. Okay. Now, you are under oath today correct?

10 A. Yes. Yes, sir.

11 Q. And now that means you have to tell truth, right,
12 sir?

13 A. I always do.

14 Q. You always do. And you want to tell the truth
15 because you know that the Court is going to rely on what
16 you say, right?

17 A. Not just, that's just how I am.

18 Q. So you are always going to tell the truth?

19 A. Yes.

20 Q. And you know the Court is going to rely on it,
21 and we are going to rely on it, right?

22 A. Yes, sir.

23 Q. Okay. And you know that when you testify here,
24 it has to be the truth. And you know when you sign
25 documents, it has to be the truth, right?

1 A. Yes, sir.

2 Q. Okay. So I would like to show you two documents
3 that you signed in this case. Plaintiff's -- I guess this
4 is going to be Defendant's 1, which is the original
5 motion. Okay? If we go to the first -- here we go.

6 BY MR. EHRENSTEIN:

7 Q. Let me show you what has been marked as
8 Defendant's Exhibit 1, and also Defendant's Exhibit 2.
9 These are the motion and renewed motion. And, if you
10 would like, we can put the plaintiff's exhibits up here
11 because we are going to be referring to some of them soon,
12 okay?

13 A. All right.

14 Q. Now, if we look at the defendant's motion, the
15 first one, if you look at the last page, there is a
16 verification page there. Do you see that?

17 A. Yes, sir.

18 Q. And in that verification, you signed your name,
19 right?

20 A. Yes, sir.

21 Q. And that is your signature, right?

22 A. Yes, sir.

23 Q. And it says, "I, Antonio Bryant, affirm that the
24 facts and information set forth in the complaint and in
25 this motion are correct."

1 Is that right?

2 A. Yes, sir.

3 Q. And you did the same thing with the renewed
4 motion. Correct?

5 A. Yes, sir.

6 Q. And in the renewed motion, you signed again on
7 the last page or second to last page swearing or affirming
8 that the facts and information set forth in the complaint
9 and in the motion are correct, right?

10 A. Yes, sir.

11 Q. And you were careful when you did that. You
12 wanted everything -- everybody to understand that whatever
13 is written in the documents is the truth, is that right?

14 A. Anything I put my name on, I want to make sure I
15 am careful.

16 Q. So you read it?

17 A. Yes, sir.

18 Q. And there is no doubt about the fact that you
19 signed both of them?

20 A. Not a doubt.

21 MR. EHRENSTEIN: Your Honor, we would like to
22 move to admit defendant's exhibits one and two.

23 THE COURT: Any objection?

24 MS. RIESBERG: No objection.

25 MR. JOHNSON: No objection.

1 THE COURT: Admitted.

2 THE CLERK: Counsel, may I have the exhibits?

3 MR. JOHNSON: May I have those back for a moment?

4 Thank you.

5 THE CLERK: Defendant's 1, Sanders A-6 for ID is
6 now Defendant's 1 - excuse me. Defendant 1, Sanders
7 A-6 for ID is now Defendant 1, Sanders, A in
8 evidence.

9 (Defendant 1, Sanders, A was received in Evidence.)

10 THE CLERK: Defendant's 1, Sanders A-7 for
11 identification is now Defendant's 1, Sanders, B in
12 evidence.

13 MR. EHRENSTEIN: May I have the second one back,
14 please?

15 THE COURT: Yes.

16 MR. EHRENSTEIN: Thank you.

17 BY MR. EHRENSTEIN:

18 Q. I would like to review with you some of the
19 things that you said were true in that motion. If you
20 look at Page 2 of your motion, in the second paragraph,
21 you say, twice, that the -- or it is written twice, and
22 you swear that it is true -- that the warranty deed
23 contains a forged signature, right?

24 A. Yes, sir.

25 Q. And that was the signature that we are talking

1 about on Plaintiff's Exhibit 4. Did you keep the
2 plaintiffs' exhibits with you like I asked?

3 A. Yes.

4 Q. So if we look at Plaintiff's Exhibit 4, that is
5 the warranty deed. And also the last exhibit, the
6 replacement one. So your testimony is that those
7 signatures, that signature which is witnessed by two
8 people and signed by a notary, that is forgery, right?

9 A. It is witnessed by two people that I do not know
10 at all, never seen in my life. And also, again, like I
11 say, if I read something, I sign it, I am careful. I have
12 never seen this document.

13 Q. Okay.

14 A. I have never seen this page. I have never seen
15 this. I wouldn't have signed it, anyway.

16 Q. I understand that is your testimony.

17 A. Um-hmm.

18 Q. My question is, your -- your statement today is
19 that that is a forgery?

20 A. That is what I am telling you, because I have
21 never seen this document.

22 Q. That is a fake signature?

23 A. I have never seen this document.

24 Q. So let me show you some other documents which
25 purport to bear your signature, and let me see if you can

1 help us validate what your signature really looks like,
2 okay?

3 A. Okay.

4 Q. The first set that I would like to show you, I am
5 going to show you the checks that you produced. I am
6 going to show you what has been marked for ID as A9, A-10,
7 and I believe A-11. These are composite exhibits of
8 checks which were produced to us by your counsel at our
9 request for exemplars of signature.

10 A. Yes.

11 Q. Can you flip through those and just make sure and
12 validate that those are actually your signature?

13 A. Yes, sir.

14 Q. Okay.

15 MR. EHRENSTEIN: Your Honor, we would like to
16 move to admit these composite exhibits.

17 THE COURT: Any objection to that?

18 MR. JOHNSON: No objection, your Honor.

19 MS. RIESBERG: No objection.

20 THE COURT: Admitted.

21 THE CLERK: Defendant One, composites nine, ten,
22 11, will now be Defendant One, Composite C, D, and E
23 in evidence.

24 (Defendant's Composite Exhibit C, D, and F was
25 received in evidence.)

1 BY MR. EHRENSTEIN:

2 Q. I would also like to show you some other
3 documents that we found in the public records which
4 purport to bear your signature, and hopefully, you can
5 validate that these have your signature too, as well. I
6 am going to show you what has been marked as Defendant's
7 A-12 for identification. This is a warranty deed from
8 you, your company, Blackacre?

9 A. Yes.

10 Q. Do you recognize that document?

11 A. Yes.

12 Q. Can you confirm the signature on the back page is
13 yours?

14 A. Yes, sir.

15 MR. EHRENSTEIN: We move to admit the warranty
16 deed into evidence, your Honor.

17 THE COURT: Any objection?

18 MS. RIESBERG: No objection.

19 MR. JOHNSON: No objection.

20 THE COURT: Admitted.

21 THE CLERK: Defendant One, Sanders A for ID is
22 now Defendant One Exhibit F in evidence.

23 (Defendant's Exhibit F was received in Evidence.)

24 BY MR. EHRENSTEIN:

25 Q. We would also like to have you validate the

1 signature on some other documents that we got from the
2 Secretary of State, which purport to bear your signature.
3 This is -- they are all the same ones that you should
4 have.

5 MR. JOHNSON: Okay.

6 BY MR. EHRENSTEIN:

7 Q. These were not for ID because I was shuffling
8 through them when the court walked in.

9 THE CLERK: Defendant's one Exhibit 30 for ID, 31
10 for ID, and 32, for ID.

11 MR. EHRENSTEIN: Thank you.

12 (Defendant's Exhibits 30, 31, and 32 were marked
13 for Identification.)

14 BY MR. EHRENSTEIN:

15 Q. I am showing you what has been marked as
16 Defendant One, Exhibits 30, 31 and 32 for identification.
17 These are documents from the Secretary of State which
18 purport to bear your signature on the second page. Is
19 this your signature?

20 A. Yes, sir.

21 Q. And this was for a registered agent change for a
22 company called Star Empire Capital?

23 A. Yes, sir.

24 Q. And what is Star?

25 A. Star Empire Capital? It is a company that I own.

1 Q. And what does it do?

2 A. Pretty much I use it for vending machines, ATMs,
3 things of that nature.

4 Q. Okay. So here is Defendant's 31. And can you
5 validate this is your signature for a -- amendment to the
6 articles of incorporation?

7 The last page. Sorry. Here you go.

8 A. Yes.

9 Q. And that's for G-5 LLC?

10 A. Yes.

11 Q. And G-5 is the owner of the strip club across the
12 street from the property that we are talking about now?

13 A. Yes.

14 Q. That is the business that we are talking about
15 that is being harmed by this property dispute?

16 A. Yes.

17 Q. Okay. And then one last one, this is also
18 amendment to the articles of incorporation for G-5. Is
19 that your signature, sir?

20 A. Yes, sir.

21 Q. Thank you.

22 MR. EHRENSTEIN: Move to admit defendant's 30,
23 31, and 32 for ID.

24 MR. JOHNSON: No objection.

25 THE COURT: Any objection?

1 MS. RIESBERG: No objection.

2 THE COURT: Admitted.

3 THE CLERK: Defendant's one, Exhibit 30 for ID,
4 31 for ID and 32 for ID is now Defendant One G, H,
5 and I in evidence.

6 (Defendant One G, H, and I was received in Evidence).

7 BY MR. EHRENSTEIN:

8 Q. We can do this as a composite if it will make it
9 move a little faster.

10 THE CLERK: This is marked as Defendant One,
11 13 through 19.

12 THE COURT: They are already individually marked.

13 MR. EHRENSTEIN: No problem.

14 (Defendant 13 through 19 was marked for
15 Identification.)

16 BY MR. EHRENSTEIN:

17 Q. I will show you what has been marked as
18 defendant's 13, 14, 15, 16, 17, 18, and 19. These are all
19 documents which were taken from the closing file when --
20 of when you initially purchased this property. I would
21 like you to turn to the -- if you look at the first one,
22 which is defendant's 18, and look on the last page, can
23 you validate that that is your signature?

24 A. Yes. It is.

25 Q. And can you look on defendant's -- I guess this

1 is the next consecutive one, which is a settlement
2 statement also, and validate that is your signature?

3 A. Yes, it is.

4 Q. And can you validate in number 15 that that is
5 your signature in the affidavit?

6 A. Yes.

7 Q. And in number 16, can you validate that is your
8 signature on the -- let me see the document for a second
9 -- on the owner's affidavit?

10 A. Yes.

11 Q. And can you validate that is your signature on
12 the affidavit for disbursement, which is number 17?

13 A. Yes, it is.

14 Q. And can you validate on number 18 the compliance
15 agreement and no coercion statement that has your
16 signature twice on the last page?

17 A. Yes.

18 Q. One is for Blackacre and one is for you,
19 individually?

20 A. Yes, sir.

21 Q. And lastly, for the privacy policy notice, which
22 is defendant's 19, can you validate that that is your
23 signature on the second page?

24 A. Yes, it is.

25 Q. Thank you.

1 MR. EHRENSTEIN: I move to admit defendant's -- I
2 think it is 14 through 19?

3 THE COURT: Any objection?

4 MR. JOHNSON: No objection.

5 MS. RIESBERG: No objection.

6 THE COURT: Admitted.

7 THE CLERK: Defendant's one -- counsel, it is 13
8 through 19.

9 MR. EHRENSTEIN: Sorry, 13 through 19.

10 THE CLERK: So Defendant One, Exhibit 13, 14, 15,
11 16, 17, 18, 19 for ID is now Defendant One J, K, L,
12 M, N, O, and P in evidence.

13 (Defendant One J, K, L, M, N, O, and P was
14 received in evidence.)

15 MR. EHRENSTEIN: Okay.

16 BY MR. EHRENSTEIN:

17 Q. Thank you for confirming that all of those
18 documents bear your actual signature. So now, let's take
19 a look at some of the other things that you wrote and
20 confirmed in your -- in the renewed motion for temporary
21 injunction. If we go back to that document, which I think
22 is defendant's one, and you look at the second page, in
23 the last paragraph, you wrote, or confirmed, that at all
24 material times, you paid the taxes on the property, right?

25 A. Yes.

1 Q. And all material times meant the entire time from
2 the moment you bought the property in 2012 all the way
3 through to today. Correct?

4 A. Yes.

5 MR. EHRENSTEIN: Okay. I think this is where we
6 ran out, madam clerk. The next series --

7 BY MR. EHRENSTEIN:

8 Q. I am going to show you what has been marked as
9 defendant's A24 for ID. Now. This document purports to
10 show information regarding the taxes paid on this property
11 from the Office of the Tax Collector of Miami-Dade County.
12 Let's look at Page 2. That reflects that there was a 2012
13 delinquent tax certificate issued to Blackacre; correct?

14 A. Yes, sir.

15 Q. And that was your S&P company, the company that
16 owned the property?

17 A. Yes, sir.

18 Q. And on page 3 and 4, if you look at Page 3 and
19 4 --

20 A. Um-hmm.

21 Q. That reflects a 2013 delinquent tax certificate
22 again; correct?

23 A. Yes, sir.

24 Q. So you didn't pay the taxes in 2012, at least not
25 when they were due, is that right?

1 A. I am unaware of that, but everything got paid.

2 Q. Okay. And for 2013, there was a delinquent tax
3 certificate, so you didn't pay those taxes when they were
4 due?

5 A. A delinquency doesn't mean you didn't pay at that
6 time, but it got paid.

7 Q. Let's go to number -- Page 5. That is a
8 delinquency tax notice there, right?

9 A. Yes.

10 Q. And if you look, it is issued to the Rock
11 Entertainment?

12 A. Exactly.

13 Q. It is not issued to you.

14 A. Exactly.

15 Q. And when that happened, what did you think was
16 happening with the payment of taxes in 2015, '16, '17?
17 Who was paying them?

18 A. I did have a management agreement in 2016, '16
19 and '17 even until current. That is a bill that comes
20 associated with the business. So the bill was getting
21 paid by my management company.

22 Q. The bill was getting paid by your management
23 company?

24 A. That's who is responsible.

25 Q. So your management company got the bill?

1 A. No, they don't get the bill. The bill was going
2 to Chuck's company.

3 Q. Okay. But then Chuck's company sent the bill to
4 the management company?

5 A. Chuck sent the bill to either me or the
6 management company.

7 Q. Okay. And when you got the bill, or the
8 management company got the bill, did you jump up and down
9 and say, wait a minute, this says the owner is Rock
10 Entertainment?

11 A. No.

12 Q. You didn't object in 2015, did you, sir?

13 A. No, I didn't. I didn't sell it to him, because
14 it is my responsibility.

15 Q. But did you pay taxes in 2015, sir?

16 A. The taxes got paid in 2015. Antonio Bryant
17 personally didn't pay the taxes, no.

18 Q. Did the taxes get paid in 2016, sir?

19 A. I believe the taxes have been paid every year.

20 Q. So when the tax notice went out -- let's look at
21 one of these together. I am showing the one, the tax
22 notice from 2014.

23 A. Okay.

24 Q. And you see who it is addressed to down here?

25 A. Because the property was in his name. The

1 company name, Rock Entertainment.

2 Q. And -- right. And then when you got this, did
3 you object and say it shouldn't be in your name?

4 A. I did not get this because it is not even mailed
5 to me.

6 Q. I thought you said it either went to you or it
7 went to your management company?

8 A. From Chuck.

9 Q. Right. So you got it, or your management company
10 got it?

11 A. The management company got to -- calm down, sir.
12 You are too aggressive.

13 Q. I am very calm. I just want to make sure we are
14 talking about the same thing. I heard you tell me and the
15 court two seconds ago that either Chuck sent it to you or
16 to the management company.

17 A. That's right.

18 Q. Okay. Did you ever get one of these tax deeds
19 that said Hey, it is owned by Rock Entertainment -- sorry.
20 Not tax deed. Tax bills.

21 A. No, I have not gotten a tax bill that said it is
22 owned by Rock Entertainment. I just got a tax bill.

23 Q. Let's look at Page 6 of that exhibit, please.

24 A. Okay.

25 Q. Again, it is issued to Rock Entertainment, right?

1 A. Again, the property is under Rock Entertainment.
2 It is going to be issued to them.

3 Q. And same thing in 2017?

4 A. Right, exactly.

5 Q. And just so we are clear, at no point between
6 2014 and 2017 did you jump up and down and say, "Mr. Tax
7 Collector, please stop. Don't send the bill to Rock
8 Entertainment. They don't own it. I own it. Send it to
9 me. I am the one who should be paying this bill."

10 That never happened, did it?

11 A. For what purpose?

12 Q. For purposes of paying the taxes.

13 A. Again, like you said, me and Chuck has a long
14 relationship. We have been in communication. Everything
15 is not documented to say, "Oh, Chuck, call me. Pay the
16 bill."

17 But all of those responsibilities, even stated in
18 the email are my responsibilities, and they always got to
19 be handled. I entered into the management agreement at
20 the end of 2014, December, and those responsibilities are
21 my management company.

22 Q. Listen, all of your responsibilities got handled.
23 Let's turn to Page 1 of this exhibit, please.

24 Now, Page 1 reflects the record of who actually
25 paid for the taxes and when they got paid?

1 A. That's not true. That just shows the name of who
2 submitted the payment. That doesn't mean that they were
3 not reimbursed or paid their monies. So you can sit there
4 and say, oh, it says this person paid. It you don't know
5 all the details --

6 Q. Well, let's go through the details a little bit
7 together.

8 A. Let's do it.

9 Q. The first one -- entry here reflects that on
10 July 16th, 2016, The Rock Entertainment paid \$18,000 for
11 taxes; correct? Is that right?

12 A. Yes, sir.

13 Q. And -- okay. And on the bottom, 2, on March 5th,
14 2018, there was another \$12,000 or so paid in taxes;
15 correct?

16 A. Yes, sir.

17 Q. And that was all part of the closing in which --
18 of the transaction in which property was sold to DTT, is
19 that right?

20 A. Yes, sir.

21 Q. Okay. So there is one payment here that you made
22 in January of 2015 --

23 A. Um-hmm.

24 Q. -- for \$5,100, \$5,176?

25 A. Yes, sir.

1 Q. So when you said that at all times, you paid the
2 taxes, that wasn't really true, was it?

3 A. I did not pay these taxes for the last one and,
4 that is it. Anything else was reimbursed to Mr. Sanders
5 or paid by myself or paid by the property management.

6 Q. Where is the proof that you reimbursed Mr.
7 Sanders for the tax bill?

8 A. Where is the proof that I sold him the property?

9 Q. Okay. Sir, I think I am the one asking the
10 questions. Please tell me, do you -- you just made a
11 statement, "I have always reimbursed Mr. Sanders."

12 Do you have a check --

13 A. I do not have --

14 Q. I'm sorry. Please allow me to finish my
15 question, and then I promise I will allow you to give me
16 your answer.

17 A. Okay.

18 Q. Do you have any documentation showing that Mr.
19 Sanders was reimbursed the \$18,153 that he paid for your
20 taxes?

21 A. I am quite sure if this was something that I had
22 the time to dig for, I am very good with my documents. I
23 would be able to pull this up.

24 Q. You don't have it here today?

25 A. I didn't even know I needed it.

1 Q. Okay. You also said on the bottom of Page 2 that
2 you paid for all of the utilities on the property, right?

3 A. A thousand percent.

4 Q. A thousand percent. Now, I see --

5 MR. EHRENSTEIN: I am sorry. Before I get into
6 the utilities, if I could go backwards for just a
7 second, your Honor, our documents, when we were ID
8 ing them got a little out of order.

9 THE COURT: Sure.

10 BY MR. EHRENSTEIN:

11 Q. Those are documents that bear your signature that
12 were for the closing that we discussed earlier. And I
13 just want to get you to validate that these are your
14 signatures again. Okay?

15 This is from the same closing file. The first is
16 defendant's A20, which is a Notice of Possible Eligibility
17 For a Lower Interest Rate.

18 Can you tell us if that is your signature?

19 THE WITNESS: Lower interest rate?

20 BY MR. EHRENSTEIN:

21 Q. There was a Notice of Eligibility that someone
22 had to give you at the closing?

23 A. I don't recall what this would have been for.

24 Q. Do you recognize your signature on the document?

25 A. Yes, I think do recognize my signature, but I

1 have no idea what this was for because I didn't finance
2 the lot. I bought it outright.

3 Q. That's all right. How about this check that is
4 made out from G5 to Melex Title. Is that your signature?

5 A. Yes, sir.

6 Q. That is Defendant's A21.

7 A22 is a purchase and sale agreement. Does that
8 bear your signature?

9 A. Yes, sir, and my initials.

10 Q. Lastly, defendant A23, which is a lease.

11 Does that bear your signature on the last page --

12 A. Yes, sir.

13 Q. Thank you.

14 MR. EHRENSTEIN: Any objection?

15 MR. JOHNSON: No objection.

16 MR. EHRENSTEIN: Your Honor, we move to admit
17 Defendant's A22, 21, 20, and 23.

18 THE COURT: Any objection from DTT?

19 MS. RIESBERG: No objection.

20 THE COURT: Admitted.

21 THE CLERK: Defendant's one, Exhibits A20, 22,
22 and 23 will now be defendant's one, exhibit Q, R, S,
23 and T, in evidence.

24 (Defendant One Exhibits Q, R, S and T were
25 received in evidence.)

1 MR. EHRENSTEIN: And just a housekeeping
2 matter -- your Honor, I am not sure I actually moved
3 into evidence Defendant's A24, which was the payment
4 information for the taxes and the tax notice.

5 THE COURT: Any objection?

6 MS. RIESBERG: No objection.

7 THE COURT: So Mr. Johnson, please?

8 MR. JOHNSON: No objection, your Honor.

9 THE COURT: Admitted.

10 THE CLERK: Defendant One Exhibit A24 for ID will
11 now be Defendant One exhibit U in evidence.

12 (Defendant One Exhibit U was received in
13 Evidence.)

14 BY MR. EHRENSTEIN:

15 Q. Okay. Going back to the utilities, switching
16 gears again, okay? So there was a point in time where you
17 validated on our -- on the motion that we're talking about
18 today that at all material times, you paid for all the
19 utilities, right?

20 A. Yes.

21 Q. I am going to show you Defendant's A25 for ID.
22 Do you recognize this composite exhibit?

23 This is -- sorry. This is the utility bills from
24 North Miami; the water, sewer, garbage.

25 A. Yes.

1 Q. Do you recognize those bills and those payment
2 receipts?

3 A. Yes, I do.

4 Q. Okay. And those are all bills and payment
5 receipts for services that were rendered by the City of
6 North Miami for the property, right?

7 A. Yes, sir.

8 Q. And that included garbage pick-up and sewer and
9 water; correct?

10 A. Yes. The notice included -- this was just water,
11 no garbage. We don't have a dumpster on the property.

12 Q. Look at the -- sorry. If you look at the actual
13 bill itself, it identifies --

14 A. That is what they say, but we don't have a
15 garbage can.

16 Q. But they are billing you for it, right? And you
17 paid it?

18 A. Yes, sir.

19 Q. Isn't it true, sir, that these are the bills and
20 proofs of payment that were provided to us when we asked
21 your counsel to provide us with proof that you had had
22 paid the utilities you said you paid?

23 A. Yes, yes.

24 Q. And isn't it true, sir, that not one of those
25 payments or one of those bills is for services which arose

1 after the transfer of the property? They are all for
2 services which occurred prior to November of 2012?

3 A. Okay. So now what we have for this is --

4 Q. Before you tell me your answer, can you just tell
5 me, is it true? And then you can tell me whatever else
6 you want to say.

7 MR. JOHNSON: Objection, your Honor.

8 THE WITNESS: It is not true. Because if --

9 THE COURT: Overruled.

10 THE WITNESS: If you have the latest on the
11 bills, you will see that I still paid the utilities,
12 even FP&L, up until that point. These stopped
13 because that was the only property that had water on
14 the lot. And so what we did was, we just paid up
15 that water, and -- which came out to maybe 20 -- no,
16 actually, it was like \$5.63 a month. So even now
17 until today, we have a credit on the water bill
18 there.

19 BY MR. EHRENSTEIN:

20 Q. But I don't have -- none of that has been
21 produced?

22 A. Yes, but I don't live over here. I didn't know.
23 I just pulled for you the years I was told to give.

24 Q. And you were told to give through 2012.

25 A. I was told to give any --

1 Q. Were you told to give any utilities bills and
2 payments from 2012 to 2013, or; 14 or; 15, all the way up
3 to 2017?

4 A. I have them.

5 Q. But they are not here.

6 A. I don't have them, but you got it.

7 MR. EHRENSTEIN: We would like to admit
8 Defendant's A25 for ID.

9 MR. JOHNSON: No objection.

10 MS. RIESBERG: No objection.

11 THE CLERK: Defendant A25 for ID is now Defendant
12 One Exhibit V in evidence.

13 (Defendant One Exhibit V was received in
14 Evidence.)

15 BY MR. EHRENSTEIN:

16 Q. Now, you also verified, sir, that you insured the
17 property at all times.

18 A. Yes.

19 Q. Now, let me show you what has been marked as
20 Defendant One's 26 for ID.

21 A. Um-hmm.

22 Q. I am sorry. We have been through all this
23 before. Thank you.

24 A. Okay.

25 Q. So Defendant One's number 26 for ID -- do you

1 recognize this exhibit?

2 A. Yes.

3 Q. What is this?

4 A. This is a receipt for insurance payment.

5 Q. And what is being insured?

6 A. The lot was actually being insured. I was in the
7 agreement with the valet company, Diesel Valet, and he
8 actually died in a motorcycle accident, and that is what
9 dissolved that situation. Therefore, the lot was being
10 covered.

11 Q. So just so I understand, the owner of the
12 property is Blackacre, right?

13 A. Yes. Blackacre. Yes.

14 Q. Blackacre is not the insured on this -- this is
15 just a receipt, right?

16 A. That is just a receipt that I found. Remember, I
17 am picking up documents. I have not operated my business
18 since 2014. I am picking up documents from back then.

19 Q. Do you have proof that you insured the property?

20 A. That is the insurance payment for -- the property
21 was insured because they parked the cars on there. So the
22 first insured covered was back then. The owner of the
23 property. Like I said, Joe Colombo -- God bless the dead
24 -- died in a car accident that once he passed away, about
25 three months after that, I had a management deal come into

1 play, and they had the coverage to do the same thing, to
2 cover the lot.

3 Q. But you don't own Diesel Valet, right?

4 A. No, I wasn't, I was one of the owners of Diesel
5 Valet.

6 Q. And Diesel Valet is, according to this receipt,
7 is paying for insurance coverage, right?

8 A. They were.

9 Q. Okay. And the insurance coverage that the valet
10 company was getting was not to insure the property against
11 loss. It was to insure the valet company against
12 liabilities, isn't that right?

13 MR. JOHNSON: Objection, your Honor.

14 THE COURT: Grounds?

15 MR. JOHNSON: He is calling for a legal
16 conclusion.

17 THE COURT: Sustained.

18 BY MR. EHRENSTEIN:

19 Q. Do you have the insurance agreement?

20 A. No. I don't have that binder. I didn't
21 establish it.

22 Q. Okay.

23 MR. EHRENSTEIN: Move to admit defendant's 26 for
24 ID.

25 THE COURT: Any objection?

1 MR. JOHNSON: No objection.

2 MS. RIESBERG: No objection.

3 THE CLERK: Defendant One A26 for ID is now
4 Defendant One Exhibit W in evidence.

5 (Defendant One Exhibit W was received in Evidence.)

6 BY MR. EHRENSTEIN:

7 Q. Let's go back to the first issue, which is really
8 what brings us all here. You say that that deed is a
9 forgery, right?

10 A. Yes.

11 Q. Now, before you filed the complaint in this case,
12 and before you filed this motion that is verified, you
13 hired Mr. Johnson, right?

14 A. Yes.

15 Q. And the reason you hired Mr. Johnson is because
16 Mr. Sanders and you had finally decided that it was time
17 for you to pay back the money that you borrowed in 2012,
18 right?

19 A. I had already hired Mr. Johnson way before that.

20 Q. Okay. For other matters?

21 A. Yes, for something else.

22 THE COURT: Please don't into attorney/client
23 privilege.

24 MR. EHRENSTEIN: I will not get into
25 attorney/client.

1 THE COURT: You don't need to get into the reason
2 he hired the attorney. Thank you.

3 MR. EHRENSTEIN: Thank you, your Honor.

4 BY MR. EHRENSTEIN:

5 Q. It is true that Mr. Sanders had told you in 2017
6 he needed to get repaid, isn't that right?

7 A. Not necessarily. He told me several things in
8 2017.

9 Q. Was one of the things he told you that he needed
10 to get repayed?

11 A. He was -- never made it urgent, and that is based
12 on our relationship. He has never done -- came to me with
13 urgency. We have never had money issues. There has never
14 been a money issue between me and Mr. Sanders.

15 Q. I would like to show you what was admitted
16 already as Plaintiff's Exhibit Three --

17 A. Um-hmm.

18 Q. -- which is the letter. I believe this is -- no.
19 I show you what has been already admitted as Plaintiff's
20 Exhibit 3, and this is an email from Mr. Johnson to Mr.
21 Sanders, right?

22 A. Yes.

23 Q. And in that email, he attaches a letter and an
24 agreement for the proposed agreement, right?

25 A. Yes.

1 Q. Now, in the letter, it reflects that you were
2 copied on that letter, right? If you look on the second
3 page of the letter, at the very bottom left-hand corner,
4 it says CC Mr. Bryant.

5 A. Yes.

6 Q. So you were copied on this letter?

7 A. Um-hmm.

8 Q. And you read it.

9 A. Yes.

10 Q. And it was accurate, right?

11 A. Yes.

12 Q. And you never objected to Mr. Johnson that he got
13 it wrong?

14 A. No, I didn't.

15 Q. Okay. Now, let's look at the letter together.

16 The first thing it says on the first page, Re: Quit claim
17 deed associated with the property. Do you see that?

18 A. Yes.

19 Q. He is talking about a deed that had already been
20 executed, isn't that right?

21 A. I am not sure what he was talking about.

22 Q. Let's keep reading and see if we can figure it
23 out. In the middle of that first paragraph, Mr. Johnson
24 wrote on your behalf, you and Mr. Bryant entered into an
25 agreement whereby you agreed to loan Mr. Bryant the total

1 of \$200,000, and Mr. Bryant quitclaim deeded the property
2 to you as collateral for the loan. Do you see that?

3 A. Yes, sir.

4 Q. Was Mr. Johnson right when wrote that?

5 A. Yes, he was. That's how Chuck got his name on
6 the property.

7 Q. So that's how that happened. There is a
8 quitclaim deed that you signed that gave the property to
9 Mr. Sanders?

10 A. As collateral; yes, sir.

11 Q. Okay. And the next sentence says you have
12 registered the property with Miami-Dade County under the
13 name Entertainment Rock. Do you see that?

14 A. Um-hmm.

15 Q. Yes?

16 A. Yes.

17 Q. And that was true?

18 A. Yes.

19 Q. Okay. And on the public records, because of your
20 quitclaim to Mr. Sanders, Rock Entertainment owned the
21 property, right?

22 A. No.

23 Q. Okay. So that wasn't correct, what Mr. Johnson
24 wrote there?

25 A. Again, I gave Mr. Sanders the property as

1 collateral.

2 Q. Okay. Now, the next sentence in the next
3 paragraph, Mr. Johnson wrote, "My client proposes" -- that
4 is you -- "proposes the following loan repayment terms.
5 At the completion of which you will quitclaim the deed and
6 all associated rights in the property back to him."

7 Right?

8 A. Yes.

9 Q. That is what the proposal was?

10 A. Yes.

11 Q. So you acknowledge and agree that he had title to
12 the property, and then you gave him title to the property
13 as collateral, right?

14 A. Yes.

15 Q. For the loan that was made in 2012, right?

16 A. Yes.

17 Q. And for which you had not repaid him anything,
18 right?

19 A. Correct; yes, sir.

20 Q. And that you're proposing now in February of 2018
21 that you are going to start paying him back \$25,000 a
22 month, and when the payments are done, then the Rock
23 Entertainment is going to have to quitclaim the property
24 back to you. That was the proposal?

25 A. Yes. That is what I proposed to him.

1 Q. Okay. And in fact, Mr. Johnson, when he wrote
2 this, he wrote it with your authority and knowledge,
3 right?

4 A. Yes.

5 Q. And everything that he wrote in here was correct,
6 isn't that right?

7 A. Yes.

8 Q. And in fact, Mr. Johnson included in his letter a
9 secured loan agreement. Do you remember that?

10 A. Yes.

11 Q. And that is attached to the exhibit there --

12 A. Yes.

13 Q. -- that has already been admitted into evidence?

14 A. Yes.

15 Q. And the last sentence on the second page confirms
16 what was proposed in the letter, confirms that after you
17 make all the payments, he is going to quitclaim the
18 property back to you, right?

19 A. Yes.

20 Q. And that was just a proposal that was being made
21 on February 20th?

22 A. Yes. It was, again, a proposal that Chuck had
23 sent to me.

24 Q. Now, in the agreement -- proposed agreement
25 itself, in the proposed agreement itself, it says,

1 borrower has tendered and lender has accepted. Borrower
2 was you?

3 A. Yes.

4 Q. And lender, Mr. Sanders, has accepted the
5 quitclaim deed for the real property located -- that we
6 are talking about --

7 A. Yes.

8 Q. -- as collateral for the \$200,000 that was
9 previously loaned. Right?

10 A. Yes.

11 Q. So that was an accurate statement, right?

12 A. Yes.

13 Q. And then in the next paragraph, it says, after
14 you get -- after you make all of your repayments, then Mr.
15 Sanders or his company is going to quitclaim it back to
16 you.

17 A. Hum.

18 Q. Right?

19 A. Yes.

20 Q. That's right?

21 A. Yes.

22 Q. Okay. Now, Mr. Sanders never agreed to this. He
23 never signed off on this, did he?

24 A. No.

25 Q. Okay.

1 MR. EHRENSTEIN: Nothing further, your Honor.

2 THE COURT: Cross-examination on behalf of the
3 Defendant Number Two, DTT.

4 MR. JOHNSON: Can we take a five-minute nature
5 break?

6 THE COURT: No problem.

7 MR. JOHNSON: Thank you.

8 THE COURT: Court is in recess for five minutes.
9 (Brief recess.)

10 THE COURT: Please be seated.

11 Cross-examination on behalf of Defendant Number
12 Two.

13 MR. SAGER: All parties have entered into a
14 stipulation that clerk file for Melex Title Services
15 which is marked as A, Defense Exhibit A will come in
16 as a business record, will come in as business
17 record, stipulated, of Melex Title Services LLC.

18 THE COURT: Admitted.

19 THE CLERK: Defendant One Composite X in
20 evidence.

21 MR. SAGER: Thank you.

22 THE COURT: Thank you.

23 (Defendant One Composite X was received in
24 Evidence.)

25 THE COURT: Ms. Riesberg, you may proceed.

1 CROSS-EXAMINATION

2 BY MS. RIESBERG:

3 Q. Good morning, sir.

4 A. Good morning.

5 Q. My name is Barbara Riesberg, and I represent DTT
6 North LLC.

7 A. Good morning.

8 Q. Are you familiar with DDT North?

9 THE CLERK: Defendant Two A 71 for ID.

10 (Defendant Two Exhibit A71 was marked for
11 Identification.)

12 MS. RIESBERG: Your Honor, may I approach?

13 THE COURT: Absolutely.

14 BY MS. RIESBERG:

15 Q. Sir, I am going to show you what has been marked
16 as Defendant's 2A for ID.

17 THE CLERK: Counsel, excuse me. It is A71 for
18 ID, Defendant Two. However, it is A71 for ID.

19 MS. RIESBERG: Thank you.

20 THE CLERK: No problem.

21 BY MS. RIESBERG:

22 Q. Sir, this is an aerial representation of the
23 property. Do you recognize the property depicted?

24 A. Yes, ma'am.

25 Q. And do you recognize the property depicted as

1 surrounded by the yellow lines?

2 A. Yes.

3 Q. And is that the property in question?

4 A. Yes.

5 Q. And who owns the parcel to the right where those
6 cars are parked in the picture?

7 A. DTT Tow Company.

8 Q. So that is owed by DTT Towing?

9 A. Yes.

10 Q. And DTT North also owns the property just to the
11 left?

12 A. Yes, yes.

13 Q. And is the property depicted in the yellow the
14 property that you previously used for parking?

15 A. Yes.

16 Q. And right now, you are using G-5 for parking in
17 the swale area just contiguous to DTT's property, is that
18 right?

19 MR. JOHNSON: Objection, relevance.

20 THE COURT: Overruled. Actually, I don't know
21 what the swale area would be. So actually, I use --
22 there is an agreement for other parking in the area,
23 but I don't know what the swale is.

24 BY MS. RIESBERG:

25 Q. You have an agreement for other parking in the

1 area. Where is that?

2 A. Yes.

3 Q. So that's what you are using for parking for G-5.

4 A. We use the parking we have always used, and just
5 go out and give agreements with neighbors to use their
6 parking.

7 Q. I am going to refer you back to Plaintiff's
8 Exhibit 3.

9 Are plaintiff's exhibits back here?

10 MR. JOHNSON: Yes. Everything should be there.

11 MS. RIESBERG: It is going to be the top one, I
12 believe.

13 BY MS. RIESBERG:

14 Q. Yes. That's the February 20th, 2018 letter?

15 A. Yes.

16 Q. To Mr. Sanders from your lawyer, correct?

17 A. Yes.

18 Q. Okay. You testified earlier that you had told
19 DTT there was potential fraud with respect to the
20 property; correct?

21 A. Yes.

22 Q. Okay. And that was before you sent the letter,
23 or your lawyer sent the letter on February 20th?

24 A. That was before February 20th -- no. That was
25 after the fact, if I am not mistaken, because at this

1 point, we were already discussing repayment with -- we
2 were supposed to be discussing repayment with Mr. Sanders
3 in which we sent over this proposal, and he told us the
4 board will review it and get back with us on the 27th or
5 28th of, I guess, February.

6 Q. Okay. And did they ever get back to you on the
7 27th or 28th of February?

8 A. No.

9 Q. And it was after that that you told DTT that
10 there was potential fraud with respect to the property?

11 A. No. It was shortly after that, that yes, we had,
12 I was asked were we selling the property, and that's when
13 I told them that was potentially a fraud.

14 Q. DTT asked you if you were selling the property?

15 A. Yes.

16 Q. And that was after February 28th?

17 A. No, that wasn't after February 28th. That was
18 around the time -- shortly after we had sent over this and
19 had not heard anything back from them, we filed the
20 information, but that was shortly after we sent this over.
21 I don't know the exact date.

22 Q. So it was sometime after February 20th that you
23 told DTT there was potential fraud?

24 A. I don't remember the exact date when they
25 contacted us, but I had referenced this information to

1 them.

2 Q. Isn't it true, sir, that you contacted DTT North
3 after they became the property owner to tell them there
4 was some type of fraud?

5 A.

6 MR. JOHNSON: Objection, your Honor. Calls for
7 speculation.

8 THE COURT: Overruled.

9 THE WITNESS: No. I just told them that we had
10 filed a lawsuit against the situation.

11 BY MS. RIESBERG:

12 Q. Okay. And you filed the lawsuit when, in early
13 March?

14 A. I don't know the exact time that we filed -- that
15 is why we're here. But, we were contacted by DTT. I
16 don't know when this sale was executed or anything. But
17 we were contacted by them, and that's when I had explained
18 to them what was going on and told them that we were not
19 interested in selling the property. And they asked who
20 was this Chuck guy.

21 Q. Did you talk to the gentleman sitting over here,
22 with the beard?

23 A. No, I did not. Me, personally, I did not speak
24 with anyone. As you are well aware, we have a
25 full-blooded operation going on with managers there every

1 day. I became aware of the situation because I think this
2 gentleman reached out to one of our managers to ask were
3 we trying to sell the lot, or gave him information that --
4 the transaction that was probably going on.

5 Q. You didn't ever speak to Dade County Credit Union
6 about it, did you?

7 A. What is that?

8 Q. Are you aware of Dade County Credit Union is a
9 financial institution?

10 A. No, I am not.

11 Q. Okay. So you would agree that you never
12 contacted Dade County Credit Union concerning potential
13 fraud with the property?

14 A. I don't know why I would contact Dade County
15 Credit Union. I don't know what they have to do with
16 anything.

17 I met this guy's father when they tried to buy
18 the lot from me. He came to my business, sat down, had a
19 good time and everything, but I told him I wasn't
20 interested because I needed the property.

21 Q. That was back in 2015, right?

22 A. Yes, ma'am.

23 Q. So you didn't meet with him in 2018? Did you?

24 A. No.

25 Q. You didn't meet with him in 2017?

1 A. Neither of us live here.

2 Q. In fact, in 2017, Blackacre was attempting to
3 purchase the property from The Rock Entertainment. Isn't
4 that correct?

5 A. I have never attempted to purchase anything I
6 already owned. I purchased it in -- Melex did the closing
7 for me.

8 Q. My question, sir, is in 2017, did you not, on
9 behalf of Blackacre, attempt to purchase the property from
10 The Rock Entertainment?

11 A. No, ma'am.

12 Q. And isn't it true that you acquired several
13 extensions to exercise your option on behalf of Blackacre
14 to purchase the property from The Rock Entertainment?

15 A. I am confused. Could you repeat the question?

16 Q. You would agree that you obtained an extension to
17 exercise your option on behalf of Blackacre to purchase
18 the property from the Rock Entertainment in 2017?

19 A. I'm fully unaware of what you are speaking of
20 right now. I don't know anything about any type of
21 extension that I would have had to acquire from Rock
22 Entertainment for anything. I have never had an
23 agreement, black and white paperwork with him for anything
24 to have an extension. I don't know what you are -- I
25 don't know. I don't understand what you are saying.

1 Q. In fact, Blackacre needed an extension to come up
2 with sufficient funds for deposit to purchase the property
3 from The Rock Entertainment?

4 A. Well, that would be totally false, because I had
5 already approached Mr. Sanders. The lot was owned
6 outright, free and clear. I paid for it cash. If he
7 needed money that badly, like I told you, he could have
8 pulled the loan and put the mortgage in my name, and I
9 would have paid the debt. The lot was free and clear. If
10 he needed \$200,000, he could have pulled the money off the
11 lot. He is a successful real estate person. He should
12 have known that. You have to remember that this is
13 somebody I went to for information on what I need to do,
14 how I need to do things. I am not a real estate guy. I
15 did not go to school for this. I am a retired player that
16 invested in a business and tried to operate it.

17 Q. You testified earlier that you paid substantial
18 funds on behalf of Blackacre to do some work on the
19 property.

20 A. Yes, ma'am.

21 Q. And that included drainage?

22 A. Yes.

23 Q. And paving?

24 A. Yes.

25 Q. You don't have any documentation with you here

1 today to show that you paid certain amounts for that
2 drainage and paving work, do you?

3 A. Here today? No. I don't. I think -- don't think
4 I have. My attorney might have it.

5 Q. In fact, you don't have any such documents?

6 A. I have all of the documents.

7 Q. In fact, your father performed the work for the
8 drainage and paving, isn't that correct?

9 A. No, no. My father is a -- my father has been
10 laying asphalt since I can remember. The only thing my
11 father did was do the asphalt. I know I hired his company
12 to do the asphalt on the property and seal it.

13 MS. RIESBERG: One moment.

14 I don't have any further questions.

15 THE COURT: Thank you very much.

16 Redirect?

17 MR. JOHNSON: Brief, Your Honor.

18 REDIRECT EXAMINATION

19 BY MR. JOHNSON:

20 Q. Mr. Bryant, did you ever receive \$305,000 from
21 Mr. Sanders as payment for the purchase of the subject
22 property?

23 A. Never.

24 Q. Okay. And did you receive two hundred thousand
25 dollars from Mr. Sanders as a loan with the property as

1 collateral?

2 A. Yes, I did.

3 Q. And was it the intention of the parties, with
4 that \$200,000 loan at the time, that the property was to
5 be collateral for that loan?

6 A. A hundred percent.

7 MR. JOHNSON: I have no further questions, your
8 Honor.

9 THE COURT: Okay.

10 Thank you very much.

11 You may step down, sir, thank you.

12 (Witness excused.)

13 THE COURT: Call your next witness, please.

14 MR. JOHNSON: Your Honor, the plaintiff has no
15 further witnesses at this time. I believe the
16 defense has several they would like to call.

17 THE COURT: Okay. Defendant No. 1 may proceed.

18 MR. SAGER: Thank you, your Honor.

19 The Defendant One calls Laurie Hoeltzel, please.

20 LAURIE.

21 THE COURT: The witness may come forward and be
22 sworn in, please.

23 Thereupon:

24 LAURIE HOELTZEL

25 was called as a witness and, having been duly

1 sworn, was examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MR. SAGER:

4 Q. Good morning, ma'am.

5 A. Good morning.

6 Q. Can you please state your full name for the
7 SFOELT record?

8 A. Laurie, L-A-U-R-I-E, Hoeltzel, H-O-E-L-T-Z-E-L.

9 Q. And Ms. Hoeltzel, what is your occupation?

10 A. I am a forensic document examiner.

11 Q. Did you attend college?

12 A. I did.

13 Q. Where did you attend college?

14 A. Capella University.

15 Q. Did you complete your degree remotely or
16 digitally?

17 A. I completed my degree while I was serving the A
18 tour in Iraq in the United States Air Force in Baghdad.

19 Q. And how long were you in the United States Air
20 Force?

21 A. I was in the Air Force for eleven years.

22 Q. And are you retired from the United States Air
23 Force?

24 A. Not retired. I only served 11, not 20,
25 unfortunately.

1 Q. Subsequent to graduating college, did you receive
2 any training in the field of forensic document
3 examination?

4 A. Yes, sir. Yes. During my time when I was in the
5 military, once I was off active duty, I did a four-year
6 apprenticeship and training under Mr. Curt Baggett.

7 Q. And can you explain for the Court who Mr. Baggett
8 is, and what your training entailed?

9 A. Mr. Baggett is one of the most well renowned and
10 respected document examiners in the industry. I believe
11 he has testified more than any another document examiner
12 that is currently practicing. During that four-year
13 period of time, we went through thousands of cases that
14 had been tried and a verdict had been given on, to review.

15 I did written, oral and practical examinations on
16 a weekly basis to review those cases. We also went
17 through many of the laboratory equipment and how equipment
18 was used, what it was used for.

19 We continued education on reviewing all of the
20 documents, signatures just to make sure that I was coming
21 to the correct conclusion.

22 Q. And as part of your training in the field of
23 forensic document examination, did you evaluate or analyze
24 signatures to determine whether they were forgeries?

25 A. Yes. We -- I analyzed thousands upon thousands

1 of signatures, from wills to contracts to deeds to
2 mortgages, graffiti, letters, cards, those sort of things.

3 Q. And the training that you just described for the
4 Court, is that the regular course of training that someone
5 in your field must complete to become a forensic document
6 examiner?

7 A. Yes. Most people do a two-year program, full
8 time. I did a four-year program, part-time.

9 Q. Why was that?

10 A. Because I was currently serving in the United
11 States Air Force in a guard capacity, which means I did
12 quite a few deployments.

13 Q. Abroad?

14 A. Abroad and stateside.

15 Q. After -- well, what year did you complete your
16 training?

17 A. In 2004.

18 Q. And after completing your training, did you begin
19 working as a forensic document examiner?

20 A. Not immediately. I did not start in my
21 California handwriting, Florida handwriting business until
22 I was released from the military in 2007.

23 Q. Since 2007, have you been working as a forensics
24 document examiner?

25 A. Yes, full time.

1 Q. Since completing your training in 2004, have you
2 regularly completed continuing education in your field?

3 A. Yes, sir. I have attended The School of Forensic
4 Document Examinations annually to also get my CEUs for
5 forensic document examination as well as teach classes.

6 Q. Can you explain to the Court what The School of
7 Forensics Document Examination is?

8 A. The School of Forensics Document Examination is
9 -- I cannot remember -- I believe it was maybe '05 or '06
10 it was opened, and it was the only school and/or college
11 that offers any sort of training in an official school
12 capacity, as opposed to one mentor to another. So they
13 opened and they continued to train document examiners as
14 well as hold annual conferences and give CEUs.

15 Q. And in your work as a forensic document examiner,
16 have you had an occasion to analyze signatures to
17 determine whether they are forgeries?

18 A. Yes, sir.

19 Q. Okay. How many times?

20 A. In my professional career, after training, I
21 would say somewhere between four to five thousand.

22 Q. Have you provided testimony in a court of law as
23 a forensic document examiner?

24 A. Yes, sir.

25 Q. How many times?

1 A. Approximately 35.

2 Q. In each of those 35 times where you testified as
3 a forensic document examiner, were you accepted by the
4 court, those courts as an expert in the field of forensic
5 document examination?

6 A. Yes, sir.

7 Q. And has the court ever excluded your testimony as
8 an expert?

9 A. They have not.

10 Q. You have provided testimony as an expert in the
11 field of forensic document analysis -- sorry, strike that.

12 You have provided testimony as an expert in the
13 field of forensic document examination in the courts of
14 California; is that correct?

15 A. Yes, sir.

16 Q. And courts of Texas?

17 A. Yes, sir.

18 Q. And in courts of Colorado?

19 A. Yes, sir.

20 Q. And courts of Florida?

21 A. Yes, sir.

22 Q. Have you been accepted as an expert in the field
23 of forensic document examination in Miami-Dade County?

24 A. Yes, sir.

25 MR. SAGER: Your Honor, at this time, the defense

1 moves for Laurie Hoeltzel to be accepted as an expert
2 in the field of forensic document examination.

3 THE COURT: Any voir dire?

4 MR. JOHNSON: Yes, your Honor.

5 THE COURT: You may proceed.

6 VOIR DIRE.

7 BY MR. JOHNSON:

8 Q. Good morning, Ms. Hoeltzel.

9 A. Good morning, sir.

10 Q. You said that you have been working full time as
11 a forensic document examiner since 2007?

12 A. Yes, sir.

13 Q. Is that your only line of employment?

14 A. That is, yes, sir.

15 Q. Do you have an alternative medicine business?

16 A. No, sir.

17 Q. You stated that you have never been excluded or
18 had your testimony excluded by any court of law, correct?

19 Is that correct?

20 A. That's correct.

21 Q. Do you know whether or not your testimony has, in
22 fact, or that you have been prevented from actually
23 testifying?

24 A. Not my knowledge. I have never been.

25 Q. The program that you completed with -- I think it

1 is Curt Baggett?

2 A. Yes, sir.

3 Q. Is that a certified or licensed program?

4 A. Unfortunately, in document examination, as I
5 mentioned, there are no quite certifying colleges. The
6 School of Forensic Document Examination is the only
7 school, but it obviously was not open during my period of
8 training.

9 Q. And you trained with him for I think it was four
10 years?

11 A. Four years.

12 Q. Part-time?

13 A. Part-time.

14 Q. And during that period, were you in California or
15 Florida?

16 A. I was in Texas.

17 Q. Okay. And since then, have you -- strike that.

18 Is the majority of your work in your professional
19 career done in forensic handwriting examination?

20 A. Yes, sir.

21 Q. Okay. And how often have you provided testimony
22 in Florida courts regarding --

23 A. Give me a moment and let me just refer to my
24 testimony list.

25 Polk County is Florida, correct?

1 Q. Yes. There may be more than one, but yes.

2 A. Approximately half, about 15 to 17 times in
3 Florida, the state.

4 Q. Okay.

5 MR. JOHNSON: I have no further voir dire, your
6 Honor.

7 THE COURT: You may proceed.

8 MR. SAGER: Before I proceed, your Honor, will
9 the court accept Ms. Hoeltzel as an expert in the
10 field of forensic documentation?

11 THE COURT: That is no longer the law in Florida.
12 Proceed. Thank you.

13 DIRECT EXAMINATION (Cont'd)

14 BY MR. SAGER:

15 Q. Ms. Hoeltzel, were you retained by my office in
16 this matter?

17 A. Yes, sir.

18 Q. And when you were retained by my office, what
19 were you asked to do?

20 A. I was asked to look at a questionable signature
21 of Mr. Bryant. I was also given multiple known signatures
22 of Mr. Bryant, and I was asked to decipher if I believed
23 in my opinion if it was a forgery or if it was an
24 authentic signature.

25 Q. Ms. Hoeltzel, for the record, I am showing you

1 what has been admitted as plaintiff's four.

2 Plaintiff's 4 is a deed dated November second,
3 2012. Were you provided with a copy of plaintiff's four
4 which contained the questioned signature of Antonio
5 Bryant?

6 A. Yes, sir.

7 Q. And Ms. Hoeltzel, I know you testified that you
8 were provided with exemplars or knowns of Mr. Brian's
9 signature. How many were you provided with?

10 A. 79 for identification.

11 Q. After re-- strike that. After receiving the
12 questioned signature from November 2, 2012, of Mr. Bryant,
13 and exemplars that are known of Mr. Bryant's signature,
14 did you conduct a forensic document examination?

15 A. I did; yes, sir.

16 Q. After completing your forensic document
17 examination, were you able to render an opinion within a
18 reasonable degree of forensic certainty as to whether the
19 questioned signature on the November 2, 2012, special
20 warranty deed was authored by Antonio Bryant?

21 A. Yes, I was.

22 Q. What was your opinion.

23 A. My opinion is that he did, indeed, author the
24 questioned signature on the special warranty deed.

25 Q. Now, can you please explain for the court how you

1 conducted your forensic document examination?

2 A. Sure. The first thing I do is I analyze each
3 signature independently, then I compare the signatures to
4 themselves and to each other. And then I do a full
5 examination of -- I put this enlarged to 200 to 400 times
6 magnification. I use light boards, microscopes, measuring
7 devices, magnifying devices. I was looking for any
8 specific small hooks or how far an E line goes, or how far
9 a straight line goes, to decipher between the known
10 signatures and the decipher between the questioned
11 signature to determine if it is authentic.

12 THE CLERK: Defendant One, exhibit A33 for ID.

13 (Exhibit A33 was marked for Identification.)

14 BY MR. SAGER:

15 Q. Ms. Hoeltzel, to explain your opinions here
16 today, did you create a demonstrative exhibit?

17 A. Yes, sir. I did.

18 Q. I am going to show you what has been marked as
19 defendant One A33 for identification.

20 A. Yes, sir.

21 Q. And if I may, can I have your copy?

22 MR. SAGER: Your Honor, may I approach?

23 THE COURT: You may.

24 MR. SAGER: For the record, I am providing a copy
25 of what was previously marked as Defense Exhibit A33

1 for identification, your Honor.

2 THE COURT: Thank you.

3 BY MR. SAGER:

4 Q. Ms. Hoeltzel, can you please explain for the
5 Court what your demonstrative exhibit shows?

6 A. So what this is, is on the top left and the top
7 right is the questioned signature. It is pulled out of
8 the special warranty deed that was dated November 2, 2012,
9 and slightly enlarged. I used the six other known
10 signatures, and each one is identified as to what document
11 it came from and the date. And I also just did small
12 colors, just to go along with my analysis. So when I
13 speak about here is a similarity, here is another
14 similarity, you can actually visually see it?

15 Q. And you -- can you explain to the court your
16 color coding for similarities, as identified in the
17 demonstrative exhibit?

18 A. Sure. Would you like to start with my full
19 analysis then?

20 Q. Please.

21 A. Sure. So when I did the comparison of the
22 evaluation and the analysis of the known signature in
23 comparison to the questioned signature, that is what I
24 found. There is a downward hook on the left side of the A
25 formation which is -- it appears to look like an O, the

1 very first letter formation, and the signature of Mr.
2 Bryant. And on the left side of the A formation, the
3 questioned signature, there is a downward hook as
4 mentioned. This is apparent in over 50 of the known
5 signatures of Mr. Bryant.

6 The second letter formation which appears to
7 resemble a U starts below the signature line in the
8 questioned signature, as you can see in the demonstrative.
9 This is also the case in the known signatures. I counted
10 over 35, 36 times that this occurred in this manner in the
11 known signatures.

12 There is a downward hook, again, at the beginning
13 of the horizontal line of the T formation. So you can see
14 the T formation is colored in slightly, in a magenta
15 color, so the T formation off to the left, there is a
16 small hook. This has happened over 50 times in the known
17 signatures comparisons.

18 There is a slender loop which I just described in
19 the magenta color. That is in the questioned vertical
20 line of the T formation. Again, this was the case in over
21 half of the known signature exemplars that were analyzed.
22 In the questioned signature there is a straight line
23 following the T formation to complete the name Antonio.
24 This is also the case in many of the known, I found
25 multiple, multiple checks that had the straight line as

1 opposed to a line with an E formation at the end of
2 Antonio.

3 In the B formation, for the beginning of Bryant,
4 in the questioned document, it is very large and loopy,
5 and on the left side of the vertical line, there is a V
6 formation. That looks -- if you look at the red line,
7 right to the left in the middle of the B, that's a small V
8 formation. And this happened in over half of the known
9 signatures of Mr. Bryant.

10 The relative size of the B in the questioned
11 signature is similar again, if not exact to the known
12 signatures. As you can see in the teal color, the A and B
13 formations overlap in an oval formation. You can see
14 obviously this in the questioned signature, and this is
15 also quite apparent in most of the known signatures that I
16 analyzed.

17 There is a long line in a T formation following
18 the Y formation in the Bryant. This is the last formation
19 as you can see in the pink and yellow. It makes two
20 unique triangular formations. As you can see, much of it
21 is also exact if not very, very similar to all of the
22 known exemplars.

23 The horizontal line crossing the T stem extends
24 to the right of the vertical stem in the questioned
25 signatures. This is also quite apparent in all of the --

1 no, most of all of the known signatures. And overall, the
2 signature is fast, it is fluid, and it is consistent in
3 the letter formations, the size, the overlapping. The
4 questioned signature is almost exact, if not -- is very,
5 very similar to all of the known exemplars that I
6 analyzed, all 79. So it is my expert opinion that Mr.
7 Bryant did, indeed, author the special warranty deed.

8 Q. Dated November 2nd?

9 A. Yes.

10 Q. And Ms. Hoeltzel, based upon your knowledge,
11 training and experience as a forensic document examiner,
12 are there recognized characteristics of a forged
13 signature?

14 A. Yes, yes there are.

15 Q. Can you please explain for the court?

16 A. Of course. So in a forged signature, you will
17 find a lot of blunt starts and stops. This is when the
18 pen reaches the paper before it starts to trace, or they
19 start to freehand the actual signature, and the pen tip
20 will sit a little longer on the paper, which makes an ink
21 blot so it bleeds. There was no indication of that,
22 either.

23 The signatures are usually up lower in
24 appearance, as you can imagine, if you are not signing
25 your own name, the signature then becomes slower because

1 you're trying to methodically gets all the strokes
2 correct. There is no slowness noted in the questioned
3 signature whatsoever.

4 Hesitation marks, where you are starting a letter
5 formation and then you stop in the middle and then start
6 up again, there is no indication of any stops and starts
7 in the signatures.

8 Another one would be tremors, again, which would
9 go along with the slowness, too. So you would see slight
10 tremors within the signature. Again, there was zero
11 indication the signature had any of those markings.

12 MR. SAGER: No further questions at this time.

13 THE COURT: Cross-examination, Mr. Johnson?

14 MR. JOHNSON: Thank you.

15 CROSS-EXAMINATION

16 BY MR. JOHNSON:

17 Q. How many times did you review the original of the
18 signature of Mr. Bryant from -- I believe it was the
19 questioned 2002 deed?

20 A. I asked for the original. It didn't seem there
21 was one available.

22 Q. Is it easier for you -- in your experience, is it
23 usually easier to determine if a questionable signature is
24 a realistic one or a forgery if you have the original?

25 A. Not necessarily. Most examinations are done with

1 copies because many originals are not able to be obtained
2 or have been destroyed. As long as the copy is clear, a
3 full analysis can be conducted with a great level of
4 certainty.

5 Q. And is it your opinion that this is a clear copy?

6 A. That is clear. I did notice that there is a
7 small part that is missing. I don't know if that is a
8 copy issue or a pen issue. So I was unable to determine
9 that.

10 Q. And when you say there is a small part missing,
11 what are you referring to?

12 A. The beginning section of the A, and/or O of
13 Antonio. And in most cases, it starts at the baseline or
14 at the signature line and then goes up to the right side
15 slightly and then back down to the left. I see the start
16 position of this formation, although I am not sure if the
17 pen stopped as it did in the check 298. If the pen -- if
18 they simply got a new pen and then went on to form the
19 remaining of that letter formation.

20 Q. And just so I am clear, you are referring to the
21 loop at the very beginning of the exemplar signature,
22 right?

23 A. Yes, sir.

24 Q. So that is not present in the original signature?

25 A. The beginning of it is, yes, sir.

1 Q. Do you also observe that in the T of Mr. Bryant's
2 name, the last T, is there a loop or an open area in all
3 of the exemplars signatures?

4 A. In these six, there are. In approximately --
5 when I say three six times, that there was no loop.

6 Q. Okay. And you did 79; correct?

7 A. Correct.

8 Q. Okay. And in those 79 that you reviewed, was
9 there a star in the signatures?

10 A. In the majority of the signatures reviewed, there
11 was no star.

12 Q. There was no star?

13 A. Correct.

14 Q. In the majority of the signatures you reviewed?

15 A. Correct.

16 Q. Referring to the star that was after Mr. Bryant's
17 signature; is that correct?

18 A. Yes. There are two of them in the six exemplars
19 that I have here, yes.

20 Q. So of the 79 you reviewed, how many had a star?

21 A. I would have to go through them. I would say a
22 majority of the checks I received did, and the majority of
23 the other documents I received did not.

24 Q. So of the checks you received, you received three
25 years worth; correct?

1 A. Correct; 2011, 12, and 13.

2 Q. And there was approximately 20 signatures in
3 each, 20 or more?

4 A. Approximately.

5 Q. So that is 60 signatures?

6 A. Yes.

7 Q. And the majority of those had a star; correct?

8 A. Correct.

9 Q. So of the 79, more than 60 had stars.

10 A. Well, I know at least 20 did not. So the first
11 set that were also given within the same time period of
12 2011, 2012, did not have a star. As you can see just in
13 the known signatures that I have, the 1-5-2012, the
14 warranty deed, there was no star.

15 The 12-20-2011 HUD statement, there was no star.
16 The affidavit on 1-5-2012, there was no star. The known
17 disclosure that was undated, there was no star. So the
18 star seems to appear and disappear at his will.

19 Q. But you just stated at least 60 of the 79 that
20 you reviewed had a star?

21 A. Not 60.

22 Q. How many?

23 A. I would have to count the checks. If you would
24 like me to do so, I am more than happy to.

25 Q. And I will try and stop you there. Of the checks

1 that you received, do you know if there are signatures
2 from 2011, 2012 and 2013 -- for the overwhelming majority
3 of them, did they have a star on them?

4 A. Yes.

5 MR. SAGER: Object to form.

6 MS. RIESBERG: Objection, your Honor.

7 THE COURT: Overruled.

8 I overruled it. Go ahead.

9 BY MR. SAGER:

10 Q. Was that a yes?

11 A. Yes, yes, sir. Some signatures had stars, and
12 some don't.

13 Q. Okay. Would it be more conducive to your
14 examination if you had reviewed the original to determine
15 if the loop at the beginning of the A were either a
16 hesitation, a missing mark or a tracing to determine if it
17 is a forgery?

18 A. It would have been helpful. I don't know if it
19 would have been that beneficial in this matter. It is
20 simply a one small stroke when every other letter
21 formation and stroke and slant is seen in his known
22 signatures.

23 Q. And can known signatures be forged or copied if
24 they have exemplars on which to trace or use as examples?

25 A. Again, I would see -- I would see evidence of

1 slowness, tremors, blunt startings, stops and starts,
2 hesitation marks, none of which were notated in the
3 questioned signature.

4 Q. Can you tell stops and starts or hesitation marks
5 from a copy of the signature?

6 A. Depends on how good the copy is.

7 Q. How good would you consider this copy to be?

8 A. This was a decent copy. I did not see any
9 hesitation. There was obviously no slowness. The
10 signature was very fast, very fluid, and it would be very
11 difficult to forge in this manner.

12 Q. Okay. Is there a term called patching?

13 A. Yes.

14 Q. What does that mean?

15 A. That means when you go over the signature to try
16 to make it more similar to the known signature, which
17 means you have already authored it. The author then goes
18 back and tries to change something to make it closer to
19 the signature of the known person.

20 Q. Okay. Do you see any signs of patching in the
21 alleged forged signature?

22 A. I do not.

23 Q. Do you see any signs of tracing?

24 A. I do not. There is no slowness at all within the
25 signature.

1 Q. And can you determine slowness from a photocopy
2 of a signature?

3 A. Absolutely.

4 Q. How so?

5 A. It is either fast or slow. Photocopies are
6 exactly -- you know, are a copy of the known signature.
7 This would be very slow. It would not have the fast marks
8 and the fast movement of the signature.

9 Q. And from a photocopy, can you tell if someone
10 hesitated with a pen marker that is deeper or lighter in
11 certain areas?

12 A. Sometimes.

13 Q. Can you do so in this photocopy?

14 A. Yes.

15 Q. How?

16 A. I looked at it, I enlarged it, looked at it under
17 a microscope, and I didn't find and I saw zero evidence of
18 any steps and starts, hesitations, tremors, slowness,
19 speed, slant.

20 Q. Were you paid by plaintiff's or defense counsel
21 for your opinions in this matter?

22 A. I was not paid for my opinion, no, sir.

23 Q. Do you charge for your service?

24 A. I charge for my time.

25 Q. And how much have you charged to date?

1 A. To date, the analysis was 295 plus 250. I was
2 paid 1,600 for my appearance, with a five hundred dollars
3 prep and travel expenses.

4 Q. And where did you travel from?

5 A. California.

6 Q. And it is your point that the signature on the
7 November 2, 2012, deed is Mr. Bryant's, correct?

8 A. Absolutely.

9 Q. Do you know where Mr. Bryant was on that date?

10 A. I have no idea.

11 Q. If he was not present in the location where the
12 notary says he was, would you alter your opinion in any
13 way?

14 A. I do not believe so. No.

15 Q. So if he was --

16 A. But I don't know Mr. Bryant nor do I know that
17 person. So it's a lot of hypotheticals.

18 Q. Have you ever heard of a person by the name of
19 Laurie Calhoun?

20 A. Sorry, no, sir.

21 Q. And if -- hypothetically, if Mr. Bryant says he
22 was not present when that November second, 2012 deed was
23 purportedly executed, how would you correspond your
24 assertion that he signed it on that date pursuant to the
25 notary's attestation?

1 MR. SAGER: Objection, your Honor. Speculation.

2 THE COURT: Well, she is an expert. She can
3 answer a hypothetical.

4 THE WITNESS: I'm sorry. Could you repeat,
5 please?

6 BY MR. SAGER:

7 Q. Sure. Hypothetically, if Mr. Bryant said he was
8 not present at the time that this November second, 2012
9 deed was signed, and the notary says that he was, how
10 would you -- how would you correlate your opinion that he
11 signed this with his assertion?

12 A. When I do my analysis, I like to know as least
13 about the background as possible. So whether the notary
14 was there and he states he didn't is not any information
15 that I would ever be privy to prior to a full analysis.
16 If he states that he was not there and he did not sign
17 that, I would be completely shocked.

18 Q. And have you ever testified in any cases where
19 warranty deeds or any deeds were forged?

20 A. I am positive I have.

21 Q. And how did those forgeries, in your opinion,
22 take place?

23 MR. SAGER: Object to form, your Honor.
24 Relevance and speculation.

25 THE COURT: Sustained.

1 BY MR. JOHNSON:

2 Q. Are there several different types of forgeries?

3 A. Yes.

4 Q. There is tracing?

5 A. Free hand, carbon copy, yes, sir.

6 Q. Is it possible to create a signature similar to
7 Mr. Bryant's signature if a party has multiple exemplars
8 of it?

9 MR. SAGER: Objection, your Honor. Speculation.

10 THE COURT: Overruled. She is an expert.

11 THE WITNESS: Again, all of the indications of
12 forgery that I mentioned earlier are not shown in the
13 signature.

14 BY MR. JOHNSON:

15 Q. But is it possible, if someone has multiple
16 exemplars of what Bryant's signature is, to create a
17 forged signature?

18 A. I suppose if they get a copy and paste in this
19 one and did extremely good multi -- multiple copies, which
20 I didn't see any indication of that, there was no
21 indication of a copy and paste with the signature line,
22 with the name underneath, with a notary or otherwise.

23 Q. But you didn't see the original; correct?

24 A. I did not see the original.

25 Q. And just referring to your demonstrative exhibit,

1 in the middle of the signature, at the end of Antonio, in
2 the exemplars, there appears to be an O at the end of his
3 name; is that correct?

4 A. In some of them, yes, sir.

5 Q. And the one that I see --

6 A. The K disclosure doesn't have any, the check 2988
7 doesn't have one, and I have multiple other checks if you
8 would like to go through them, and -- documents that also
9 do not have that.

10 Q. These are the exemplars you provided; correct?

11 A. That are strictly for demonstrative. I analyzed,
12 as I said, 79 documents. So in many of those signatures,
13 there was simply a line, which shows me that if he can do
14 it once, he can do it again.

15 Q. All right. And if he can do it, of these six, at
16 least four times, is it more common and more likely than
17 not that his normal signature would include had O at the
18 end?

19 A. Apparently, he can make that stroke, and does on
20 occasion.

21 Q. And of the copies that you did, did you do any
22 analysis to determine how many of the exemplars included
23 that O in the middle?

24 A. I can tell you how many did not. But would that
25 suffice?

1 Q. Yes, if we had a total of 79; correct?

2 A. Correct. I have 12, it looks like, that that
3 formation was not performed.

4 Q. Sorry?

5 A. I have 12 exemplars that that formation was not
6 formed in his known signatures.

7 Q. So of the 79, you have 12 that do not have the O?

8 A. Correct.

9 Q. So the majority of the 79 do have the O?

10 A. Yes, sir.

11 Q. Have you made any determination whether or not
12 the signature on the November 2, 2012, deed is
13 photoshopped?

14 A. Again, yes, I did look at the signature.
15 Obviously, not seeing the original kind of hinders the
16 photoshop, but -- so I have no indication of any altering
17 on the document.

18 Q. So you agree that your analysis and/or
19 examination is hindered by the fact that you do not have
20 the original?

21 A. I wouldn't say it was hindered. I said I saw no
22 -- in reviewing the document in its entirety, there was no
23 -- no evidence of possible photoshop or copy and paste on
24 the copy I was provided.

25 Q. You have no evidence of photoshop or copy and

1 paste on a copy?

2 A. Correct.

3 Q. Okay. And can you make any determination
4 regarding pen detail based on the copy that you were
5 provided?

6 A. No, sir.

7 Q. You can lose detail associated with the person's
8 signature in a pen based on when you are only reviewing
9 the copy?

10 A. There are some details that can be lost; yes,
11 sir.

12 Q. And is part of that detail associated with the
13 initial loop in Mr. Bryant's signature?

14 A. Possibly; yes, sir.

15 Q. So there are some concerns -- would you agree
16 with me there are some concerns regarding specific
17 portions of Mr. Bryant's signature in the November 2,
18 2012?

19 A. I wouldn't agree, because the overall signature
20 in the speed and the letter formation are found in the
21 majority if not some of his known signatures. All are
22 presented within the questioned signature on special
23 warranty deed.

24 Q. Would you agree that the majority of the
25 signatures contain the O at the end of his name?

1 A. The first name Antonio?

2 Q. Yes.

3 A. It looks like an E. I would say yes, the
4 majority do.

5 Q. Would you agree with me that the majority of the
6 signatures contain the star at the end?

7 A. Yes.

8 Q. And the majority of the signatures contained an O
9 at the end of Antonio, a star at the end, but neither of
10 those attributes are present in the November second, 2012
11 document; is that correct?

12 A. Correct.

13 Q. What testing did you do on Mr. Bryant's
14 signature?

15 A. My test was I actually did a peer review with two
16 other document examiners for them to review my work and to
17 test the theory if I was correct upon my analysis, to see
18 if I performed my analysis correctly, and if they reached
19 the same conclusion.

20 Q. Earlier, you testified on direct that you could
21 use a light board, measuring scopes, magnification, and
22 other techniques; is that correct?

23 A. Yes, sir.

24 Q. Did you do any of those in this case?

25 A. Yes, sir, all of those.

1 Q. What magnification did you use on the exemplar
2 signatures?

3 A. Two and 400 times.

4 Q. And you said that you had peer reviews.

5 A. Correct.

6 Q. Of your -- of the exemplar -- sorry -- the 2012
7 deed signature and what else?

8 A. And the known exemplars.

9 Q. So all of the exemplars?

10 A. They were not provided with every single one, no.
11 They were provided with just a set.

12 Q. Were the provided with just this?

13 A. No, sir.

14 Q. How many exemplar signatures were they provided?

15 A. I believe approximately 20. A peer review is
16 again to review my work, not to have them do a completely
17 separate analysis.

18 Q. Who were the peer review individuals?

19 A. Curt Baggett and Brenda Petty.

20 Q. Did either of those express any concerns about
21 the signatures?

22 A. No, sir.

23 Q. What did Mr. Baggett said in regards to his
24 opinion as to the 2012 signature and the exemplars that he
25 was provided?

1 A. He agreed with me that due to the fact of the
2 unique letter formations within the signature, the slant,
3 the loopiness, and the overall speed and pressure of the
4 signature, he agreed that Mr. Antonio did indeed author
5 the signature, as well.

6 Q. And what was the other person's name?

7 A. Brenda Petty.

8 Q. Did she offer a similar opinion?

9 A. Yes, she did.

10 Q. Did either of those request, either of those
11 individuals request copies of the original signature?

12 A. No, they did not.

13 Q. Did you make any attempt to obtain the original
14 signature?

15 A. I did ask; yes, sir.

16 Q. And what were you told?

17 A. That it was not available, or did not exist.

18 Q. And you made a statement regarding the depth, I
19 believe, of the signature; is that correct?

20 A. Depth? No, sir.

21 Q. Or pressure, sorry?

22 A. Pressure.

23 Q. Can you tell the pressure from the copy absent
24 the original?

25 A. You can tell, again, in good quality copies and

1 having so many, I could tell that the checks that were
2 provided obviously seemed to be copied a lot more than the
3 other documents that I was provided, due to the likeness
4 and the fading with the signature.

5 Q. And in regards to the November 2012 document, can
6 you tell in regards to the pressure?

7 A. Medium to heavy pressure on this document. Of
8 course, to confirm that, I would need the original.

9 Q. All right. And again, I think you stated you had
10 -- just to conclude, there was a difference in the
11 signatures, with the star; is that correct?

12 A. Well, he does the star in many occasions, and he
13 does not, on many other occasions. It's without a star.

14 Q. And I think you said in excess of 60 of the
15 occasions had a star?

16 A. Approximately.

17 Q. 60 of the 79 that you reviewed?

18 A. Again, I know at least 20 did not.

19 Q. Okay. That would be about 69?

20 A. Yes. Many of the checks that you sent to the
21 defendant for review all did have the star; yes, sir.

22 Q. And there is also a difference in the A with the
23 loop at the beginning; is that correct?

24 A. I don't know if it is a difference. Again, this
25 would need to be -- because I see the start of the

1 beginning stroke. That is in all of the known signatures.
2 I just don't know where that stroke went. I don't know if
3 that is a copy issue or a pen issue.

4 Q. And also the O in the middle, is that correct?

5 MR. SAGER: Your Honor, I would object to asked
6 and answered. It is becoming repetitive and we are
7 limited on time.

8 MR. JOHNSON: I am concluding right now.

9 THE COURT: I will give you some leeway.

10 THE WITNESS: Yes, sometimes he does the O and
11 sometimes he doesn't.

12 MR. JOHNSON: I have no further questions.

13 Thank you.

14 THE COURT: Okay. Thank you.

15 Cross-examination by DTT?

16 MS. RIESBERG: No questions.

17 MR. SAGER: One question, your Honor, on
18 redirect.

19 REDIRECT EXAMINATION

20 BY MR. SAGER:

21 Q. Ms. Hoeltzel, is it your opinion within a
22 reasonable degree of forensic certainty that the signature
23 contained on the November 2, 2012, special warranty deed
24 of Antonio Bryant was, in fact, authored by Antonio
25 Bryant?

1 A. Yes, sir. It is.

2 MR. SAGER: Thank you.

3 Your Honor, Nothing further.

4 THE COURT: Thank you.

5 Thank you very much, Miss. Have a wonderful day.

6 Call your next witness, please.

7 MR. SAGER: Yes, your Honor. Defense calls Mr.
8 Charles Sanders.

9 THE COURT: I want the parties to know, because
10 it is 11:30, the court will be stopping at 11:55.
11 Thank you.

12 Thereupon:

13 CHARLES SANDERS

14 was called as a witness and, having been duly sworn, was
15 examined and testified as follows:

16 DIRECT EXAMINATION

17 BY MR. SAGER:

18 Q. Good morning, Mr. Sanders.

19 A. Good morning.

20 Q. Can you please state your name, and spell it for
21 the record?

22 A. Charles Samuel Sanders, C-H-A-R-L-E-S,
23 S-A-M-U-E-L, S-A-N-D-E-R-S.

24 Q. Mr. Sanders, did you attend college?

25 A. Yes.

1 Q. Where?

2 A. Slippery Rock University in Pennsylvania.

3 Q. What year?

4 A. I graduated in 1986.

5 Q. And what was your degree?

6 A. Business management, I got.

7 Q. Along with college, did you participate in
8 varsity athletics?

9 A. Yes, I played football.

10 Q. And upon graduation from Slippery Rock
11 University, did you play football professionally?

12 A. Yes. I was drafted by the San Diego Chargers in
13 1986.

14 Q. Did you play with any other teams other than the
15 San Diego Chargers?

16 A. Yes. I was released and I played for the
17 Pittsburgh Steelers for two or three years, and tried out
18 for several teams.

19 Q. Are you currently employed?

20 A. Yes.

21 Q. By what company?

22 A. Urban Lending Solutions.

23 Q. And what is your position at Urban Lending
24 Solutions?

25 A. CEO.

1 Q. And what is the nature of Urban Lending
2 Solutions' business?

3 A. We work with a management company. We do
4 background information for banks, appraisals, titles,
5 closings, loan centers.

6 Q. How many offices does Urban Lending have?

7 A. Three. One is in Pennsylvania, one in Colorado
8 and one in California.

9 Q. And how many employees does Urban Lending have?

10 A. Right now, about 85.

11 Q. Are you involved with any other entities?

12 A. Chuck Sanders charities. That is a big thing I
13 spend a lot of my time with, The Rock Entertainment.

14 Q. Can you explain to the court what Chuck Sanders
15 Charities is?

16 A. It is started with joint --

17 MR. JOHNSON: Objection, your Honor. Relevance.

18 THE COURT: Sustained.

19 MR. SAGER: We will move on.

20 BY MR. SAGER:

21 Q. Mr. Sanders, do you know the plaintiff, Antonio
22 Bryant, sitting here today?

23 A. Yes, absolutely.

24 Q. And approximately how long have you known Mr.
25 Bryant?

1 A. 18, 19 years.

2 Q. And I want to go back to the first time you met
3 Mr. Bryant. Do you recall when you met him?

4 A. It was at the University of Pittsburgh his
5 freshman year.

6 Q. Was he playing sports?

7 A. Yes. He was roommates with a kid I was
8 mentoring, Ron Rutherford.

9 Q. Do you know how long Mr. Bryant played football
10 for the University of Pittsburgh?

11 MR. JOHNSON: Objection, your Honor. Relevance.

12 MR. SAGER: Your Honor, I going for the
13 relationship between the parties.

14 THE COURT: All right. You don't have a lot of
15 time, so you can do it however you wish.

16 BY MR. SAGER:

17 Q. Over the three years that you -- or strike that.
18 Did you develop a close relationship with Mr. Bryant?

19 A. I was very, very close. We were very close, like
20 a little brother. We did a lot of things together,
21 friendship-wise, yes.

22 Q. And subsequent to the three years that Mr. Bryant
23 spent at the University of Pittsburgh, did he come to be
24 playing football professionally?

25 A. Yes. He got drafted by the Dallas Cowboys

1 playing football for seven, eight years.

2 Q. And do you recall approximately how long Mr.
3 Bryant played professional football?

4 A. Seven or eight years.

5 Q. And during Mr. Bryant's time playing professional
6 football, did you remain close with him?

7 A. Very close.

8 Q. Did there come a time -- or sorry. Strike that.
9 Did there come a year in Mr. Bryant's
10 professional career when he was not allowed to play?

11 A. Yes. He was suspended for one year.

12 MR. JOHNSON: Objection, Your Honor.

13 THE COURT: Sustained.

14 MR. SAGER: If I may, your Honor, I am going into
15 a prior loan, and I think it's important for the
16 witness to understand the relationship between the
17 parties.

18 THE COURT: What is at issue in this case is
19 whether or not the deed was a forgery.

20 Proceed. Thank you.

21 BY MR. SAGER:

22 Q. For the record, I am showing plaintiff's counsel
23 what has been marked as A-1 for ID, Defendant One.

24 MR. JOHNSON: Your Honor, this is unrelated to
25 this property.

1 MR. SAGER: It is not, your Honor. That is a
2 loan related to the property.

3 THE COURT: Okay. Overruled. You can lay a
4 predicate.

5 MR. SAGER: Do you object to it coming in?

6 MR. JOHNSON: I disagree.

7 THE COURT: He is going to lay a predicate. You
8 can make your objection at the appropriate time.

9 MR. SAGER: So that is A-1 for identification.

10 BY MR. SAGER:

11 Q. I want to go back to -- I want to go to the end
12 of 2011. At the end of 2011, did Mr. Bryant approach you
13 and request of you to borrow money?

14 A. Yes, he asked me for some money.

15 Q. And at that time, was Mr. Bryant playing in the
16 NFL?

17 A. He was not playing in the NFL at that time.

18 Q. And did you request Mr. Bryant to sign a loan
19 agreement as a condition to you loaning him money?

20 A. Yes. AB asked me for \$200,000. In two -- before
21 that, I had loaned AB like a million dollars when he was
22 not playing. He paid me back, so AB was good when he
23 played football. We had that type of relationship. But
24 at this point, he wasn't playing. His knee was hurt. He
25 asked me for \$200,000 to buy a lot. I asked him for a

1 loan agreement, and he would pay me back -- to ensure I
2 get paid back, and that loan agreement, we signed and
3 executed.

4 Q. Okay. And now, you said that we. Did you and
5 Mr. Bryant sign a loan agreement at some time in early
6 2012?

7 A. Yes.

8 Q. Okay. And did Mr. Bryant tell you why he wanted
9 to borrow the \$200,000?

10 A. He said he needed to get a parking lot for his
11 strip club he had. And you know, I knew all about the
12 strip club.

13 Q. G-5?

14 A. Yes.

15 Q. And this was the parking lot across the street
16 from G-5?

17 A. Yes, sir.

18 Q. Now, I put in front of you what has been marked
19 as A-1, Defense One. Take a moment to review that,
20 please.

21 A. Um-hmm.

22 Q. After reviewing, do you know what A-1, Defense
23 One is?

24 A. Yes. It is a consumer loan agreement between me
25 and AB.

1 Q. Okay. And does A-1 appear to be a true and
2 correct copy of the loan agreement that you and Mr. Bryant
3 executed in early 2012?

4 A. Yes.

5 Q. Does it appear to have been altered in any way?

6 A. No.

7 MR. SAGER: Your Honor, at this time, the defense
8 is moving what was previously marked as A-1 into
9 evidence as Defense -- I think Y?

10 THE COURT: Any objection?

11 MR. JOHNSON: Yes, your Honor. Unrelated to the
12 subject property.

13 THE COURT: Overruled. Admitted.

14 THE CLERK: Defendant One Exhibit A-1 for ID is
15 now Defendant One Exhibit Y in evidence.

16 (Exhibit Y was received in evidence.)

17 BY MR. SAGER:

18 Q. Now, Mr. Sanders, looking at defense Y, what is
19 the effective date of the agreement?

20 A. The effective date is January 5, 2012. Is it
21 possible to get my glasses?

22 THE COURT: Sure.

23 THE WITNESS: Thank you, your Honor.

24 THE COURT: You are welcome.

25 THE WITNESS: I am sorry. Thank you. Yes, the

1 effective date is January 5, 2012.

2 BY MR. SAGER:

3 Q. And on January 5th, 2012, did you provide any
4 funds to Mr. Bryant?

5 A. Yes. I remember sending him two -- it was over
6 \$200,000, like \$217,800.

7 Q. Which was more than the loan agreement you have
8 in front of you, defense X?

9 A. Yes.

10 Q. Or Y?

11 A. Yes.

12 Q. And why was that?

13 A. Me and AB always -- like he said, we were boys.
14 I mean, I always owed him money, he owed me money. When
15 he was up, he was up, and when I was up -- I made a lot of
16 money in 2012. Millions. So this was nothing. If he
17 needed money, I would send it to him. And so that
18 probably is the difference between what I owed him -- I
19 mean, he owed me.

20 Q. Does Defense Y that you have in front of you, the
21 loan agreement say that the unpaid principal balance shall
22 accrue interest at 15 percent per year?

23 A. Yes.

24 Q. Upon default?

25 A. Yes, upon default.

1 Q. Now, on January 5, 2012, do you know whether that
2 is the date that Mr. Bryant closed on the parking lot
3 across from G-5?

4 A. Yes, it came to my attention. He asked me for
5 the money the day he closed on his lot.

6 Q. Now, between the time of January 2012 to
7 September of 2012, did you loan Mr. Bryant any additional
8 money?

9 A. Yes.

10 Q. Approximately how much?

11 A. I -- I would say in the neighborhood, probably 80
12 to 85, \$90,000.

13 Q. And during that time, was Mr. Bryant making
14 payments towards the unpaid principal balance that you
15 transferred in January 2012?

16 A. Not to my recollection, no.

17 Q. So why did you loan him additional money between
18 January and September?

19 A. Like a little brother, like I said, it is hard to
20 be -- he was like my little brother. I loved the guy. He
21 asked for something, I would give it to him. I knew
22 football was over for him. He hurt his knee, was trying
23 to try out again, but I knew -- I'd been in the NFL. I
24 knew it was over. I knew he needed this club, so I never
25 said no to AB. If he asked for something -- and he had

1 paid me back in the past. He always was good.

2 Q. In September of 2012, did Mr. Bryant ask you to
3 borrow additional money?

4 A. Yes.

5 Q. Okay. And why did he want to borrow additional
6 money?

7 A. He wanted to buy -- he wanted to borrow a couple
8 -- wanted to buy the club outright. He came to me for
9 advice. He said, I own the lot, I own this, I want to buy
10 the club. I have an opportunity. He sent me over the
11 lease, sent me G-5, what they were doing as far as
12 statements, what the club was doing, and this was going to
13 be his thing. He knew that football was over, because I
14 think he had got released again.

15 Q. And you said he wanted to buy the club. Was G-5,
16 to your knowledge, leasing the building where it was
17 operating at?

18 A. Yes, to my knowledge.

19 Q. Miami, Florida?

20 A. Yes.

21 Q. Across from the parking lot?

22 A. Yes.

23 Q. Okay. For the record, I am showing plaintiff's
24 counsel A-2.

25 MR. JOHNSON: Relevance.

1 BY MR. SAGER:

2 Q. Now, you indicated that Mr. Bryant, in
3 September 2012, when he asked to borrow more money, sent
4 you some documents?

5 A. Yes.

6 Q. Okay. Approaching and showing you what has been
7 marked as A-2 --

8 A. Okay.

9 Q. Now, the documents you have in front of you, what
10 has been marked as A-2, do you know what those are?

11 A. Yes. He was showing a financial statement for
12 G-5 at the time, balance sheet. He was showing me the
13 actual deal he had with the landlord, and he was showing
14 me his addendum to get the property. And you know, he
15 needed me to give him money to help with that.

16 Q. Do the documents that you have in front of you
17 marked as A-2 appear to be a true and accurate copy of the
18 documents Mr. Bryant sent you in September 2012?

19 A. Yes.

20 Q. Do they appear to be altered in any way?

21 A. No.

22 MR. SAGER: Your Honor, at this time, the defense
23 is moving what was previously marked as A2 in
24 evidence as defense Z.

25 THE COURT: Any objection?

1 MR. JOHNSON: Yes, your Honor. Unrelated to the
2 subject property.

3 THE COURT: Overruled. Admitted.

4 THE CLERK: Defendant One A-2 for ID is now
5 Defendant One Exhibit Z in evidence.

6 BY MR. SAGER:

7 Q. Mr. Sanders, you have in front of you Defense Z.
8 At the top of the page, does it appear that the document
9 was faxed?

10 A. Yes. He faxed it to Jim Overton, who was my
11 business manager. I told AB I would have Jim Overton look
12 over this deal.

13 Q. What is the date of the fax?

14 A. 9-21-12.

15 Q. So when Mr. Bryant asked you to borrow more
16 money, did you ask him to give you any collateral?

17 A. Yes. I -- at this time point, I mean, I had
18 loaned AB a lot of money, and other people. I looked
19 like, "Look, I need collateral, man. You didn't pay back
20 the loan from before, the \$200,000. I need collateral. I
21 have been giving you money."

22 So I asked him for collateral, and I asked him
23 for collateral -- would be the parking lot. The deed for
24 the parking lot would be collateral.

25 Q. And did Mr. Bryant give you collateral?

1 A. Yes. He agreed to turn over the deed.

2 Q. The deed to what?

3 A. The parking lot.

4 Q. Showing you -- showing you Plaintiff's 4, the
5 special warranty deed dated November 2, 2012 -- take a
6 moment and look at that.

7 A. Yes. I mean, I am familiar with it. Obviously,
8 I looked at it.

9 Q. Okay. Take your time.

10 And does plaintiff's four appear to be a true and
11 correct copy of the November 2, 2012, deed transferring
12 title to The Rock Entertainment, LLC, from Blackacre LLC?

13 A. Yes.

14 Q. And was Blackacre LLC Mr. Bryant's company?

15 A. Yes.

16 Q. Now on Page 1 of the special warranty deed, it
17 says that the deed is being -- strike that.

18 On Page 1 of Plaintiff's Four, the November 2,
19 2012, deed, it states that the property is being
20 transferred to Rock Entertainment LLC in exchange for
21 \$305,000. Do you see that?

22 A. Yes.

23 Q. Okay. And why does the deed said \$305,000?

24 A. Because AB -- me and AB were talking. And we
25 would always do this. Like, "AB, I sent you this, now you

1 send me this."

2 AB would be -- you know, at the conclusion, it
3 was "AB, this is how much money you owe me right now. So
4 this is the number I put in the deed. Transfer me, you
5 know, the collateral, and we are good."

6 Q. Okay. And just so we are clear, when you are
7 talking about AB, you are referring to --

8 A. I am sorry. Antonio Bryant. I called him AB his
9 whole life. Well, since I met him.

10 Q. Now, in your approximately 12-year relationship
11 at that time with Mr. Bryant, had you ever seen Mr. Bryant
12 execute documents?

13 A. Thousands of times. I used to be in charge of
14 his promotions, and he would sign- I would have to get him
15 to sign a thousand helmets and things like that. So I've
16 seen his signature business-wise, promotional -- yes. I
17 have seen his signature.

18 Q. So you held autograph sessions for Mr. Bryant --

19 A. Absolutely.

20 Q. -- when he was playing football?

21 A. Yes.

22 Q. And just so we are here, how many times have you
23 seen his signature?

24 A. Thousands.

25 Q. Okay. And turning to Page 2, based on your

1 experience in dealing with Mr. Bryant and seeing his
2 signature, as you said, thousands of times, does it appear
3 that Mr. Bryant's signature appears on Page 2 of
4 Plaintiff's 4?

5 A. Yes. That is AB's signature. He signed it.

6 Q. And did he sign that, that deed, plaintiff's
7 four, at your office?

8 A. Yes. He was in Pittsburgh. I was in -- I don't
9 know, I wasn't there. I wasn't witnessed it. AB was
10 anxious to do this deal. He needed the money.

11 MR. JOHNSON: Objection, your Honor. Calls for
12 speculation. He wasn't present.

13 THE WITNESS: Sorry.

14 THE COURT: Overruled.

15 BY MR. SAGER:

16 Q. Okay. And just so we are clear, Page 2 of
17 Plaintiff's 4 contains witness signatures, too; correct?

18 A. Yes.

19 Q. There is also a notary there?

20 A. Yes.

21 Q. A notary in the state of Pennsylvania?

22 A. Yes.

23 Q. And when you received a copy of the executed deed
24 by Mr. Bryant, Plaintiff's Four, did you record it in the
25 official records of Miami-Dade County?

1 A. Well, I wouldn't have. My company -- like I
2 said, I was the CO. That year, we did 150 million
3 dollars. I wasn't worried about -- this was AB. I mean,
4 I wasn't worried about trying, you know, to forge a deed
5 or do anything like that. AB needed to get some money. I
6 needed collateral. So I wasn't -- I don't remember
7 details like this particular one. I had people to do it,
8 and they would have ordered it. At that point, I had two
9 thousand employees.

10 Q. Now, did Mr. Bryant make any payments to you
11 regarding the outstanding \$305,000 that you were holding
12 his property as collateral for between the years 2012 and
13 2017?

14 A. No.

15 Q. And during those times, let's say between 2012
16 and 2016, did you ask Mr. Bryant when he was going to
17 repay you?

18 A. Yes, but it was never like a rough thing.
19 Meaning, AB, you know -- I knew he was also trying, but
20 no. I would ask, "AB, what is up with my money?"

21 Q. And did he ever pay?

22 A. No.

23 Q. Okay. Did he keep giving you excuses?

24 A. Yes.

25 Q. So in 2017, did there come a time when you asked

1 him for the money that he owed you?

2 A. Yes. I was in Dallas. I called AB. My cash
3 flow was having some problems. I told AB, "Hey, man. You
4 know, I need this money. We need to do something with the
5 parking lot. We really need to do something with the
6 parking lot." And quite frankly, I was finding out at
7 that point that to me, G-5 was starting to make money. He
8 was getting paid. It was obvious. People were telling
9 me, hey, your club is making all this money," this and
10 that. Statements were made to me, "Yes, you should be
11 getting paid for your parking lot." So between me needing
12 money and me feeling like he had money, and this
13 relationship -- yes. So to answer your question, I told
14 him I needed the money.

15 Q. Okay. And in October of 2017, did you send Mr.
16 Bryant a proposed agreement to repay the money in exchange
17 for the deed?

18 A. Yes. I sent it, yes. I talked to him and told
19 him I would send a proposal -- I mean, a sale of contract.

20 Q. And how did you send it? Did you fax it to him?

21 A. Yes. I faxed him, I faxed him a contract for
22 deed so he could buy the deed back, basically, and he
23 would have the property. At this point, the relationship
24 was -- was starting to change. I mean, he noticed it. I
25 noticed it. I felt like I was starting to get bullied, to

1 be honest. You know?

2 Q. Mr. Sanders, I will show you Plaintiff's 1.

3 A. Um-hmm.

4 Q. Is that the agreement that -- I'm sorry. Take a
5 look at it.

6 A. Yes. This is the contract for deed that I sent
7 him so that he could buy back the property and, you know,
8 because I know he needed the property. I know he needed
9 it. I thought to even stay open.

10 Q. And the proposed agreement, what is the payment
11 amount for exchange of deed?

12 A. 320, that I am looking at.

13 Q. \$320,000?

14 A. Yes. With a payment plan. It was a payment
15 plan.

16 Q. And at that time, going back to your -- the loan
17 agreement from January 2012, the loan agreement from
18 January 2012 had 15 percent interest, right?

19 A. Correct.

20 Q. And the 320 that you included in this agreement,
21 Plaintiff's One, did not include the interest that had
22 accrued from January 2012 on the \$200,000 you loaned Mr.
23 Bryant, right?

24 A. No.

25 Q. So was the purpose of this agreement to simply

1 get your money back and give Mr. Bryant his property back?

2 A. Yes. I mean, AB gets -- I mean, a lot of guys,
3 he gets -- you start talking interest and numbers and
4 things, it is like -- I was just like "AB, I just need
5 some money. I want the money. You take the property."

6 And the 320 was a bargain, big time. At that
7 point, I was still, like, "AB, take the property," because
8 he responded to the email, and I felt in a negative way.
9 It was like, "How are you trying to charge me a 120 for
10 this, and I said, "Hey, AB, I loaned you 220 thousand
11 eight years ago, or six years ago. You haven't paid me a
12 dime. You keep calling, "I have the collateral" and so
13 yes, I just want -- here is what I think you owe me. 320.

14 Q. And did you tell AB that he needed to pay you by
15 a certain date?

16 A. Well, what happened -- AB -- as I said, when AB
17 was telling me he was going to work out a proposal, he
18 would pay me, he said he was waiting for a loan from
19 Property Management, G5, to get it maybe by December 14th.

20 Q. And just so we're clear, Property Management is
21 Mr. Bryant's business associates?

22 A. Yes.

23 Q. That runs its strip club?

24 A. Yes, who also owes me a lot of money.

25 Q. Okay. So did December 14th come?

1 A. Yes.

2 Q. And did Mr. Bryant pay you any of the money that
3 he owed you?

4 A. Just excuses. I was calling him and I was like
5 "Hey, what's up?"

6 It was like, "I am waiting on James. I am
7 waiting on James." You know, that type of thing.

8 Q. And you had previously told Mr. Bryant that he
9 needed to do something with the property?

10 A. Absolutely.

11 Q. And you made it clear that you were going to do
12 something if you didn't get your money?

13 A. Absolutely.

14 Q. And did you need the money at that time?

15 A. Absolutely.

16 Q. And so what ended up happening?

17 A. I called Tim, my realtor, and asked, "Could you
18 look for a particular buyer."

19 Because I knew business, I knew it would take 30,
20 40, 60 days. He still had a little bit of time to come up
21 with the money. And I had asked Tim to look for a
22 potential buyer.

23 Q. And was that potential buyer DDT North, LLC?

24 A. Yes.

25 Q. And did you sell the property to DDT North?

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A. Yes.

Q. For how much?

A. \$550,000.

Q. Okay. And was there a closing agent?

A. Yes.

Q. Do you know whether there was a title agent that looked through all of those records?

A. Yes.

Q. And was there a closing date?

A. Yes.

Q. And do you recall when that closing date was?

A. February 20th, something -- somewhere around there.

Q. 28th?

A. February 28th.

Q. 28th?

A. Somewhere around in there.

THE COURT: All right. This hearing is concluded for today, as indicated. We will have to schedule you for sometime after next week. I have to see what time is available, probably in a month I think. So --

MR. EHRENSTEIN: Thank you for your time today, your Honor.

THE COURT: So my assistant will call you on

1 Monday to schedule a time. She is not here today.

2 MS. RIESBERG: Thank you, your Honor.

3 MR. JOHNSON: Thank you, your Honor.

4 MR. SAGER: Thank you.

5 THE COURT: Have a good day, everybody.

6 (Proceedings concluded at 11:55 a.m.)

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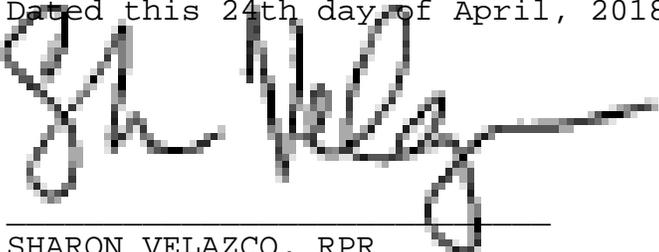
CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, SHARON VELAZCO, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of my stenographic notes.

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

Dated this 24th day of April, 2018.



SHARON VELAZCO, RPR
Registered Professional Reporter

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

CASE NO.: 2018-006435 CA-01

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

Plaintiff,

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation, CHARLES
SANDERS and DTT North, LLC, a Florida
corporation.

Defendants.

COURT REPORTER'S CERTIFICATE ON CORRECTIONS
TO THE HEARING BEFORE JUDGE BRONWYN MILLER
TAKEN ON MARCH 30, 2018

THE STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Under penalties of perjury, I declare that I, Sharon
Pell Velazco, have reviewed my stenographic notes and
found the following errors:

Title Page -- March 30, 3018 should be March 30, 2018.

I hereby certify that copies have been mailed to
Brett Sager, Esquire, Barbara Riesberg, Esquire, and
Noel Johnson, Esquire.

Dated this 26th day of April, 2018.

SHARON VELAZCO, RPR
Notary Public, State of Florida
Commission No.: FF 146173
Commission Expires: August 19, 2018

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EXHIBIT

E

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

BLACKACRE, LLC, a Florida corporation,
and ANTONIO BRYANT,

Case No.: 2018-006435 CA 01

Plaintiffs,

vs.

THE ROCK ENTERTAINMENT, a
Pennsylvania corporation, CHARLES
SANDERS and DTT NORTH, LLC, a Florida
corporation.

Defendants.

**PLAINTIFFS' MOTION FOR COURT TO DEEM DEED AS A MORTGAGE
AND DEEM SUBSEQUENT SALE INVALID**

COMES NOW, Plaintiffs, BLACKACRE, LLC and ANTONIO BRYANT, by and through the undersigned counsel request that this Court enter an Order deeming the warranty deed a mortgage pursuant to Florida Statute § 697.01, invalidating the sale of the property by the Rock Entertainment to DTT NORTH, LLC and returning possession and use of the property to Plaintiffs and in support thereof states as follows:

1. Plaintiffs request that this Court, pursuant to Fla. Stat. § 697.01, deem the warranty deed dated November 2, 2012, (book 28354: page 1197) and corrected warranty deed of July 9, 2015 (book 29691: page 319) transferring the parking lot property at issue (folio # 07 21120090550) from Blackacre, LLC to the Rock Entertainment (composite Exhibit A) as a mortgage and require the Rock Entertainment to comply with the rules and laws associated with mortgage foreclosures to obtain the lawful right to possess or convey the property.

2. Plaintiffs further request that this Court invalidate the sale of the subject property by The Rock Entertainment to DTT North, LLC and associated warranty deed of March 5, 2018 (book 30882: page 3168) (Exhibit B) as the Rock Entertainment failed to comply with Florida Statutes and was not entitled to possession of the property or the right to convey the property.

3. Florida Statute 697.01(1) states as follows:

697.01 Instruments deemed mortgages.—

(1) *All conveyances*, obligations conditioned or defeasible, bills of sale or *other instruments of writing conveying or selling property*, either real or personal, *for the purpose or with the intention of securing the payment of money*, whether such instrument be from the debtor to the creditor or from the debtor to some third person in trust for the creditor, *shall be deemed and held mortgages, and shall be subject to the same rules of foreclosure* and to the same regulations, restraints and forms as are prescribed in relation to mortgages.

Fla. Stat. § 697.01(1) (2018) (emphasis added). (Exhibit C)

4. In short, Fla. Stat. § 697.01(1) dictates that all conveyances or other instruments conveying or selling real property for the purpose or with the intention of securing the payment of money shall be deemed and held mortgages.

5. The warranty deed between Blackacre, LLC and the Rock Entertainment was a written instrument conveying the real property for the purpose of securing the payment of a loan between Mr. Bryant and Mr. Sanders and must be deemed and held to be a mortgage.

6. The intent of the Plaintiff regarding the property and the deed is unquestionable based on the history of the property, use of the property and the testimony of the parties.

7. Blackacre, LLC intended the property to be held by Mr. Sanders and/or The Rock Entertainment as collateral for the \$200,000 loan.

8. Mr. Bryant has testified that the property was conveyed to Mr. Sanders as collateral for a \$200,000 loan. During an evidentiary hearing in this matter, Mr. Bryant

specifically and repeatedly testified that the intent and purpose of conveying the property to Mr.

Sanders was as collateral for said loan:

- Q: Did you obtain a loan from Mr. Sanders in March of 2012?
A: **Yes, I did.**
Q: And was the subject property used as collateral for that loan?
A: **Yes, it was.**

Exhibit D - Testimony of Antonio Bryant at evidentiary hearing on March 30, 2018 at pages 7-8.

- Q: Except in this situation. And in this situation you have admitted that in 2012, he loaned you \$200,000; isn't that right?
A: **That is fairly correct. In this situation, I also gave him collateral.**

Exhibit D at 35.

- Q: Okay. And did you received two hundred thousand dollars from Mr. Sanders as a loan with the property as collateral.
A: **Yes, I did.**
Q: And was it the intention of the parties, with that \$200,000 loan at that time, that the property was to be collateral for that loan?
A: **A hundred percent.**

Exhibit D at pages 79-80.

9. Mr. Sanders, the representative of the Rock Entertainment, has provided sworn testimony regarding the subject property and the \$200,000 loan wherein he specifically acknowledged that the subject property was to be used as collateral for the loan.

- Q: So when Mr. Bryant asked you to borrow more money, did you ask him to give you any collateral?
A: **Yes. I -- at this time point, I mean, I had loaned AB a lot of money, and other people. I looked like, "Look, I need collateral, man. You didn't pay back the loan from before, the \$200,000. I need collateral. I have been giving you money." So I asked him for collateral, and I asked him for collateral -- would be the parking lot. The deed for the parking lot would be collateral.**
Q: And did Mr. Bryant give you collateral?

A: Yes. He agreed to turn over the deed.

Q: The deed to what?

A: The parking lot.

Exhibit D – Testimony of Charles Sanders at evidentiary hearing on March 30, 2018 at pages 125-126.

10. The specific facts of this matter clearly detail that Mr. Sanders requested and obtained the subject property as collateral for a loan. Mr. Sanders has admitted that his intent and action was to obtain the deed of the property as collateral for a loan in 2012.

11. Mr. Sanders has specifically acknowledged that he was holding the property as collateral for the loan:

Q: Now, Did Mr. Bryant make any payments to you regarding the outstanding \$305,000 that you were holding his property as collateral for between the years 2012 and 2017?

A: No.

Exhibit D at page 129.

Q: So was the purpose of this agreement to simply get your money back and give Mr. Bryant his property back?

A: Yes. I mean AB gets – I mean, a lot of guys, he gets – you start talking interest and numbers and things, it is like – I was just like “AB, I just need some money. I want the money. You take the property.”

And the 320 was a bargain, big time. At that point, I was still, like, “AB, take the property,” because he responded to the email, and I felt in a negative way. It was like, “how are you trying to charge me 120 for this, and I said, “Hey, AB, I loaned you \$220 thousand eight years ago, or six years ago. You haven’t paid me a dime. You keep calling, “I have the collateral” and so yes, I just want—here is what I think you owe me. 320.

Exhibit D at pages 131-132 (Emphasis added).

12. Fla. Stat. § 697.01 dictates that this Court shall deem the conveyance of the property from Blackacre, LLC to the Rock Entertainment as a mortgage and that Rock

Entertainment must comply with Florida's mortgage foreclosure laws and procedures before it may claim lawful ownership or possession of the property.

13. It is undisputed that the Rock Entertainment never commenced any foreclosure proceedings or attempted to comply with the applicable Florida foreclosure laws and regulations. Therefore, it is clear that the Rock Entertainment never properly obtained legal title or possession of the property and its subsequent sale of the property on or about March 5, 2018 was in direct violation of Florida law and invalid.

14. The Rock Entertainment did not have legal possession or control of the subject property at the time it purported to sell the subject parking lot property to DTT North, LLC and said conveyance must be deemed void.

15. This Court should enter an Order deeming the November 2, 2012 warranty deed and the July 9, 2015 corrected warranty deed from Blackacre, LLC to the Rock Entertainment as a mortgage and void the March 2018 conveyance of the subject property and warranty deed by the Rock Entertainment to DTT North, LLC.

16. This Court should further Order that the subject property be immediately returned to the possession and control of Blackacre, LLC.

MEMORANDUM OF LAW

Florida Statute § 697.01 is very clear in its mandates and application. Under the statute, all conveyances or other instruments conveying or selling real property *for the purpose or with the intention of securing the payment of money* **shall** be deemed and held mortgages. As detailed above, the clear and express testimony of both parties (Mr. Bryant and Mr. Sanders) details that the purpose and intent of Blackacre, LLC conveying the real property to the Rock Entertainment was for the property to serve as collateral to secure the payment of money. As such, this Court

must issue and Order deeming and holding the warranty deeds (Exhibit A) as a mortgage and invalidating any subsequent sale or conveyance as the Rock Entertainment failed to comply with Florida law and foreclose on said mortgage. *Rothschild Reserve Int'l, Inc. v. Silver*, 830 So. 2d 224, 225 (Fla. 4th DCA 2002)(“Section 697.01(1), Florida Statutes provides that all instruments of writing, conveying property for the purpose of securing the payment of money, are deemed mortgages subject to foreclosure”).

In *Valk v. J.E.M. Distribs. of Tampa Bay, Inc.*, 700 So. 2d 416, 419 (Fla. 2d DCA 1997) the court held that “whether a conveyance should be declared a mortgage under the statute depends on the particular facts, and, as the statute provides, is a question of the parties’ intent.” The *Valk* court further held that “equity will look at and take into consideration all the facts and circumstances surrounding the transaction and will decree an instrument to be a deed or mortgage according to the real intentions of the parties.” *Id.* (alteration in original). The substance and not the form is what is critical. *Bernstein v. New Beginnings Trustee, LLC*, 988 So. 2d 90 (Fla. 4th DCA 2008)(The court applied Fla. Stat. 697.01(1) and noted that whether a conveyance should be declared a mortgage under the statute depends on the facts and circumstances surrounding the transaction and the parties intent). As detailed above, both Mr. Bryant and Mr. Sanders have specifically testified under oath before this Court that the parties intent of the deed by Blackacre, LLC to the Rock Entertainment was for the property to be held as collateral for a loan. As such, the fact that a warranty deed purporting to detail a sale of the property was recorded is not controlling, but the parties expressed and undisputed intent that the property was to be collateral for a loan must control and this Court should deem the deed as a mortgage.

Florida courts have historically applied Fla. Stat. § 697.01 and deemed conveyances and deeds as mortgages where the facts and intent of the parties detail that the property was collateral for a loan or used to secure payment of money. *Torcise v. Perez*, 319 So. 2d 41 (Fla. 3rd DCA 1975) (contracts for deeds between sellers and purchasers were intended to secure payment of money and would be deemed and held to be mortgages and therefore subject to the same rules and regulations as mortgages). In addition, Florida Courts have consistently held that the borrower's due process rights must be protected and title rights and possession remain with borrower and the lender can only acquire possession through judicial foreclosure. *Mid-State Investment Corp. v. O'Steen*, 133 So. 2d 455 (Fla. 1st DCA 1961)(the court applied Fla. Stat. 697.01 and held that contract for deed was a secure transaction or mortgage subject to the rule of mortgage foreclosures. **Therefore, the holder of the agreement could not regain possession on default without first initiating legal proceedings**); see also *Muina v. Canning*, 717 So. 2d 550 (Fla. 1st DCA 1998). The Court in *O'Steen* further held that the defendant "had only naked legal right to repossess the real or personal property" and had "no right to trespass upon the real property." *Id.* Similarly, the Rock Entertainment had no right to enter the property, take possession of the property or sell the property in this matter.

When the contract for deed constitutes a mortgage transaction, the courts have a duty to protect the possessor's due process rights. In *De Silva v First Community Bank of America*, 42 So. 3d 285, 290 (Fla. 2nd DCA 2010), quoting *In re Aloma Squiare, Inc.*, 85 B.R. 623, 625 (Bankr. M.D. Fla. 1988), the court held that a mortgage creates "a lien against the land with the title and right of possession remaining with the mortgagor." Therefore, in order to "protect a borrower's due process rights, the courts have determined that a mortgagee **can acquire possession upon default only through judicial foreclosure.**" *Id.* (emphasis added); see also *U.S.*

Bank National Ass'n v. Busquets, 135 So. 3d (Fla. 2nd DCA 2014). As such, it is this Court's duty to protect Blackacre, LLC's due process rights and hold the deed is a mortgage and the Rock Entertainment should only be permitted to obtain possession and legal title to the property through judicial foreclosure. As the Rock Entertainment failed to obtain possession or proper title to the property through judicial foreclosure based on nonpayment of the loan, then it never had the actual right or title to convey the property to DTT North, LLC and said transaction of February/March 2018 and conveyance must be deemed void. Furthermore, immediate possession and control of the property should be returned to Blackacre, LLC.

WHEREFORE, Defendants, BLACKACRE, LLC and ANTONIO BRYANT, respectfully request that this Honorable Court enter an Order: 1) granting its Motion to Deem the Deed as a Mortgage; 2) invalidate the subsequent sale of the property by the Rock Entertainment to DTT NORTH, LLC; and, 3) immediately return the possession and use of the property to Blackacre, LLC; and, for attorney fees and costs and any further relief that this Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that pursuant to Fla.R.Jud.Admin. 2.516, a true and correct copy of the foregoing was served by electronic mail on this 30th **day of April, 2018** to the following individuals on the attached service list:

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

Attorney for Plaintiffs

Two Alhambra Plaza, Suite 1110
Coral Gables, Florida 33134
Telephone: 786.353.0210

BY: /s/ Noel F. Johnson

NOEL F. JOHNSON, ESQUIRE
FBN 014407

SERVICE LIST

*Counsel for The Rock Entertainment and
Charles Sanders*

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Brett D. Sager, Esq.
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(305) 371-9617

Barbara@riesberglaw.com
Erica@riesberglaw.com
Ddiaz@riesberglaw.com
Secretary@riesberglaw.com

CFN: 20120812341 BOOK 28354 PAGE 1197
DATE: 11/12/2012 10:40:28 AM
DEED DOC 1,830.00
SURTAX 1,372.50
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

After Recording Return to:
URBAN LENDING SOLUTIONS
1001 LIBERTY AVENUE
PITTSBURGH, PA 15222
File No. 11722

This document prepared by:

FRANK P. DEC, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405

Tax ID No.:
07 21120090550

SPECIAL WARRANTY DEED

THIS INDENTURE made and entered into on this 2nd day of November, 2012, by and between BLACKACRE, LLC, a mailing address of 959 NW 204TH STREET, MIAMI, FL 33169 hereinafter referred to as Grantor(s) and THE ROCK ENTERTAINMENT, a tax mailing address of 2623 PENN AVENUE, PITTSBURGH, PA 15222, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of THREE HUNDRED FIVE THOUSAND AND 00/100 (\$305,000.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee following described real estate located in MIAMI-DADE County, FLORIDA:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: BOOK 27972, PAGE 2394, Recorded: 01/24/2012

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTORS hereby covenant with and represent unto the said Grantee and unto his successors or assigns, that they are lawfully seized in fee of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that they have a good and lawful right to sell and convey the same as aforesaid and that they will forever warrant and defend the title to same unto the said Grantee and unto his successors or assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Composite
Exhibit A

Assessor's parcel No. 07 21120090550

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

BLACKACRE, LLC

BY: [Signature]
NAME: Antonio Bryant
TITLE: Managing Member

WITNESSES:

[Signature]
NAME: Laneda DeVaughn
[Signature]
NAME: RHONDA DAVIS

STATE OF Pennsylvania
COUNTY OF Allegheny

The foregoing instrument was acknowledged by me this 2nd day of November, 2012 by: Antonio Bryant and he/she is personally known to me and did not take an oath.

[Signature] (SEAL)
Notary Public Lori A. Calhoun
State of Pennsylvania
My Commission Expires: 9/2/2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lori A. Calhoun, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 2, 2014
Member, Pennsylvania Association of Notaries

**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 9, 10, 11, 12 AND 13, BLOCK 3, RESUBDIVISION OF MIAMI LANE. ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, AT PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL ID NUMBER: 07 21120090550

PROPERTY COMMONLY KNOWN AS: 959 NW 204TH STREET, MIAMI, FL 33169

CFN: 20150442028 BOOK 29691 PAGE 319
DATE:07/09/2015 03:34:43 PM
DEED DOC 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

SPECIAL WARRANTY DEED COVER SHEET

After Recording Return to:
URBAN LENDING SOLUTIONS
1001 LIBERTY AVENUE
PITTSBURGH, PA 15222
File No. 11722

This document prepared by:

FRANK P. DEC, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405

Tax ID No.:
07 21120090550

*Re-Record to Correct Legal Description
Book 28354 Page 1197*

SPECIAL WARRANTY DEED

THIS INDENTURE made and entered into on this 2nd day of November, 2012, by and between BLACKACRE, LLC, a mailing address of 959 NW 204TH STREET, MIAMI, FL 33169 hereinafter referred to as Grantor(s) and THE ROCK ENTERTAINMENT, a tax mailing address of 2623 PENN AVENUE, PITTSBURGH, PA 15222, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of THREE HUNDRED FIVE THOUSAND AND 00/100 (\$305,000.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee following described real estate located in MIAMI-DADE County, FLORIDA:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: BOOK 27972, PAGE 2394, Recorded: 01/24/2012

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTORS hereby covenant with and represent unto the said Grantee and unto his successors or assigns, that they are lawfully seized in fee of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that they have a good and lawful right to sell and convey the same as aforesaid and that they will forever warrant and defend the title to same unto the said Grantee and unto his successors or assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Assessor's parcel No. 07 21120090550

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

BLACKACRE, LLC

[Signature]
BY: Antonio Bryant
NAME: Antonio Bryant
TITLE: Managing Member

WITNESSES:

Laneda DeVaughn
NAME: Laneda DeVaughn
Rhonda Davis
NAME: RHONDA DAVIS

STATE OF Pennsylvania
COUNTY OF Allegheny

The foregoing instrument was acknowledged by me this 2nd day of November, 2012, by:
Antonio Bryant and he/she is personally known to me and did not take an oath.

Lori A. Calhoun (SEAL)
Notary Public Lori A. Calhoun
State of Pennsylvania
My Commission Expires: 9/2/2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lori A. Calhoun, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 2, 2014
Member, Pennsylvania Association of Notaries

Exhibit A

LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF MIAMI-DADE, AND STATE OF FL AND BEING DESCRIBED IN A DEED DATED 01/05/2012 AND RECORDED 01/24/2012 IN BOOK / PAGE:27972 / 2394 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA TO WIT:

LOTS 9, 10, 11, 12 AND 13, BLOCK 3, RESUBDIVISION OF MIAMI LANE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, AT PAGE 64, OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

RECORDED SIMULTANEOUSLY HERewith, THE SAME PREMISES CONVEYED TO BLACKACRE, LLC BY ANTONIO BRYANT, A SINGLE MAN AND RECORDED IN THE RECORDER FOR MIAMI-DADE, FL ON 01/05/2012 IN BOOK 27972, PAGE 2394.

Parcel ID(s): 07-2112-009-0550

CFN: 20180126823 BOOK 30882 PAGE 3168
DATE:03/05/2018 02:07:44 PM
DEED DOC 3,300.00
SURTAX 2,475.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Document Prepared By:

William J. Segal, Esq.
WILLIAM J. SEGAL, P.A.
20801 Biscayne Boulevard, Suite 304
Aventura, FL 33180
305-682-1110

Return to:

Sapurstein & Bloch, P.A.
9700 South Dixie Highway, Suite 1000
Miami, Florida 33156

Parcel ID Number: **07-2112-009-0550**

Warranty Deed

This Indenture, Made this 20th day of February, 2018, Between **The Rock Entertainment LLC, a Pennsylvania limited liability company** of the County of **Allegheny, State of Pennsylvania, grantor**, and **DTT North, LLC, a Florida limited liability company** whose address is: 1451 NW 20 Street, Miami, Florida 33142, of the County of **Miami-Dade, State of Florida, grantee**.

Witnesseth that the GRANTOR, for and in consideration of the sum of **--TEN DOLLARS (\$10)---** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Miami-Dade, State of Florida** to wit:

Lots 9, 10, 11, 12 and 13, Block 3, Resubdivision of Miami Lane, according to the map or plat thereof as recorded in Plat Book 29, Page 64, Public Records of Miami-Dade County, Florida,

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2018,

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

180104

Exhibit B

Warranty Deed
Page 2

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

Signed, sealed and delivered in our presence:

The Rock Entertainment LLC, a Pennsylvania limited liability company

Tora Gilmer
Witness One
Printed Name: Tora Gilmer

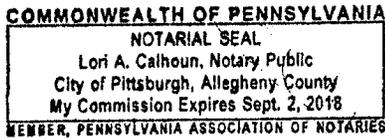
By: Charles Sanders (Seal) MSR
Charles Sanders, Manager
P.O. Address: 9725 Frankstown Road,
Pittsburgh, PA 15235

Lori A. Cathoun
Witness Two
Printed Name: Lori A. Cathoun

STATE OF ~~FLORIDA~~ Pennsylvania
COUNTY OF ~~MIAMI-DADE~~ Allegheny

The foregoing instrument was acknowledged before me this 20th day of February, 2018, by Charles Sanders, Manager of The Rock Entertainment LLC, a Pennsylvania limited liability company, on behalf of the company, who is personally known to me or who has produced his personally known as identification.

Lori A. Cathoun
Printed Name: Lori A. Cathoun
Notary Public
My Commission Expires: 9/2 2018



Select Year:

The 2017 Florida Statutes

Title XL
REAL AND PERSONAL
PROPERTY

Chapter 697
INSTRUMENTS DEEMED MORTGAGES AND THE NATURE
OF A MORTGAGE

View Entire
Chapter

697.01 Instruments deemed mortgages.—

(1) All conveyances, obligations conditioned or defeasible, bills of sale or other instruments of writing conveying or selling property, either real or personal, for the purpose or with the intention of securing the payment of money, whether such instrument be from the debtor to the creditor or from the debtor to some third person in trust for the creditor, shall be deemed and held mortgages, and shall be subject to the same rules of foreclosure and to the same regulations, restraints and forms as are prescribed in relation to mortgages.

(2) Provided, however, that no such conveyance shall be deemed or held to be a mortgage, as against a bona fide purchaser or mortgagee, for value without notice, holding under the grantee.

History.—s. 1, Jan. 30, 1838; s. 1, ch. 525, 1853; RS 1981; GS 2494; RGS 3836; CGL 5724; s. 12, ch. 20954, 1941.

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Exhibit C

1 THE COURT: Mr. Bryant, come forward and be sworn
2 please. You can have a seat on the witness stand.
3 Thank you.

4 Thereupon:

5 ANTONIO BRYANT
6 was called as a witness and, having been duly sworn, was
7 examined and testified as follows:

8 DIRECT EXAMINATION

9 BY MR. JOHNSON:

10 Q. Mr. Bryant, did you purchase the parking lot
11 property that is adjacent to 337 Northwest 170th Street?

12 A. Yes.

13 Q. And did you purchase that in January 2012?

14 A. Yes.

15 Q. Did you subsequently sell that property from
16 yourself to your company, Blackacre LLC?

17 MR. SAGER: Objection, your Honor. Leading.

18 THE COURT: Overruled.

19 (Brief interruption).

20 THE COURT: I'm sorry. I need you guys to stop
21 for one second because you were interrupted, and I
22 need to write down the answer.

23 Okay. Go ahead.

24 BY MR. JOHNSON:

25 Q. Did you obtain a loan from Mr. Sanders in March

1 of 2012?

2 A. Yes, I did.

3 Q. And was the subject property used as collateral
4 for that loan?

5 A. Yes, it was.

6 Q. And at any point in time did you express an
7 intention to sell the subject property to Mr. Sanders?

8 A. No, I didn't. That would be impossible.

9 Q. And why would that be impossible?

10 A. Because it is needed to operate the business.

11 Q. Did you ever execute any sale agreement
12 associated with the property to Mr. Sanders or Rock
13 Entertainment?

14 A. No.

15 Q. Did you ever sign any warranty deed transferring
16 title from Blackacre LLC to Mr. Sanders?

17 A. No.

18 Q. Did you ever execute any sale agreement or other
19 loan agreement associated with the property?

20 A. No. We never had any paperwork.

21 Q. Did you, subsequent to obtaining the loan from
22 Mr. Sanders -- sorry. How much was the loan for?

23 A. It was for \$200,000.

24 Q. And had you had previous loans with Mr. Sanders?

25 A. Many.

1 A. No. I have never seen this document.

2 MR. JOHNSON: I have no further questions for
3 him, your Honor.

4 THE COURT: Cross-examination, Defendant One?

5 CROSS-EXAMINATION

6 BY MR. EHRENSTEIN:

7 Q. Good morning, Mr. Bryant. Mike my name is
8 Michael Ehrenstein. You just testified a minute ago, or
9 maybe 30 minutes ago that you have a long relationship
10 with Mr. Sanders, right?

11 A. Yes.

12 Q. And he has loaned you money many times before;
13 correct?

14 A. And vice versa.

15 Q. My question is, he has loaned you money many
16 times before, isn't that true?

17 A. Yes, sir.

18 Q. And in every -- in most of those situations, you
19 have paid him back, isn't that true?

20 A. In all situations.

21 Q. Except this situation. And in this situation,
22 you have admitted that in 2012, he loaned you \$200,000;
23 isn't that right?

24 A. That is fairly correct. In this situation, I
25 also gave him collateral.

1 today to show that you paid certain amounts for that
2 drainage and paving work, do you?

3 A. Here today? No. I don't. I think -- don't think
4 I have. My attorney might have it.

5 Q. In fact, you don't have any such documents?

6 A. I have all of the documents.

7 Q. In fact, your father performed the work for the
8 drainage and paving, isn't that correct?

9 A. No, no. My father is a -- my father has been
10 laying asphalt since I can remember. The only thing my
11 father did was do the asphalt. I know I hired his company
12 to do the asphalt on the property and seal it.

13 MS. RIESBERG: One moment.

14 I don't have any further questions.

15 THE COURT: Thank you very much.

16 Redirect?

17 MR. JOHNSON: Brief, Your Honor.

18 REDIRECT EXAMINATION

19 BY MR. JOHNSON:

20 Q. Mr. Bryant, did you ever receive \$305,000 from
21 Mr. Sanders as payment for the purchase of the subject
22 property?

23 A. Never.

24 Q. Okay. And did you receive two hundred thousand
25 dollars from Mr. Sanders as a loan with the property as

1 collateral?

2 A. Yes, I did.

3 Q. And was it the intention of the parties, with
4 that \$200,000 loan at the time, that the property was to
5 be collateral for that loan?

6 A. A hundred percent.

7 MR. JOHNSON: I have no further questions, your
8 Honor.

9 THE COURT: Okay.

10 Thank you very much.

11 You may step down, sir, thank you.

12 (Witness excused.)

13 THE COURT: Call your next witness, please.

14 MR. JOHNSON: Your Honor, the plaintiff has no
15 further witnesses at this time. I believe the
16 defense has several they would like to call.

17 THE COURT: Okay. Defendant No. 1 may proceed.

18 MR. SAGER: Thank you, your Honor.

19 The Defendant One calls Laurie Hoeltzel, please.

20 LAURIE.

21 THE COURT: The witness may come forward and be
22 sworn in, please.

23 Thereupon:

24 LAURIE HOELTZEL

25 was called as a witness and, having been duly

1 MR. JOHNSON: Yes, your Honor. Unrelated to the
2 subject property.

3 THE COURT: Overruled. Admitted.

4 THE CLERK: Defendant One A-2 for ID is now
5 Defendant One Exhibit Z in evidence.

6 BY MR. SAGER:

7 Q. Mr. Sanders, you have in front of you Defense Z.
8 At the top of the page, does it appear that the document
9 was faxed?

10 A. Yes. He faxed it to Jim Overton, who was my
11 business manager. I told AB I would have Jim Overton look
12 over this deal.

13 Q. What is the date of the fax?

14 A. 9-21-12.

15 Q. So when Mr. Bryant asked you to borrow more
16 money, did you ask him to give you any collateral?

17 A. Yes. I -- at this time point, I mean, I had
18 loaned AB a lot of money, and other people. I looked
19 like, "Look, I need collateral, man. You didn't pay back
20 the loan from before, the \$200,000. I need collateral. I
21 have been giving you money."

22 So I asked him for collateral, and I asked him
23 for collateral -- would be the parking lot. The deed for
24 the parking lot would be collateral.

25 Q. And did Mr. Bryant give you collateral?

1 A. Yes. He agreed to turn over the deed.

2 Q. The deed to what?

3 A. The parking lot.

4 Q. Showing you -- showing you Plaintiff's 4, the
5 special warranty deed dated November 2, 2012 -- take a
6 moment and look at that.

7 A. Yes. I mean, I am familiar with it. Obviously,
8 I looked at it.

9 Q. Okay. Take your time.

10 And does plaintiff's four appear to be a true and
11 correct copy of the November 2, 2012, deed transferring
12 title to The Rock Entertainment, LLC, from Blackacre LLC?

13 A. Yes.

14 Q. And was Blackacre LLC Mr. Bryant's company?

15 A. Yes.

16 Q. Now on Page 1 of the special warranty deed, it
17 says that the deed is being -- strike that.

18 On Page 1 of Plaintiff's Four, the November 2,
19 2012, deed, it states that the property is being
20 transferred to Rock Entertainment LLC in exchange for
21 \$305,000. Do you see that?

22 A. Yes.

23 Q. Okay. And why does the deed said \$305,000?

24 A. Because AB -- me and AB were talking. And we
25 would always do this. Like, "AB, I sent you this, now you

1 A. Well, I wouldn't have. My company -- like I
2 said, I was the CO. That year, we did 150 million
3 dollars. I wasn't worried about -- this was AB. I mean,
4 I wasn't worried about trying, you know, to forge a deed
5 or do anything like that. AB needed to get some money. I
6 needed collateral. So I wasn't -- I don't remember
7 details like this particular one. I had people to do it,
8 and they would have ordered it. At that point, I had two
9 thousand employees.

10 Q. Now, did Mr. Bryant make any payments to you
11 regarding the outstanding \$305,000 that you were holding
12 his property as collateral for between the years 2012 and
13 2017?

14 A. No.

15 Q. And during those times, let's say between 2012
16 and 2016, did you ask Mr. Bryant when he was going to
17 repay you?

18 A. Yes, but it was never like a rough thing.
19 Meaning, AB, you know -- I knew he was also trying, but
20 no. I would ask, "AB, what is up with my money?"

21 Q. And did he ever pay?

22 A. No.

23 Q. Okay. Did he keep giving you excuses?

24 A. Yes.

25 Q. So in 2017, did there come a time when you asked

1 be honest. You know?

2 Q. Mr. Sanders, I will show you Plaintiff's 1.

3 A. Um-hmm.

4 Q. Is that the agreement that -- I'm sorry. Take a
5 look at it.

6 A. Yes. This is the contract for deed that I sent
7 him so that he could buy back the property and, you know,
8 because I know he needed the property. I know he needed
9 it. I thought to even stay open.

10 Q. And the proposed agreement, what is the payment
11 amount for exchange of deed?

12 A. 320, that I am looking at.

13 Q. \$320,000?

14 A. Yes. With a payment plan. It was a payment
15 plan.

16 Q. And at that time, going back to your -- the loan
17 agreement from January 2012, the loan agreement from
18 January 2012 had 15 percent interest, right?

19 A. Correct.

20 Q. And the 320 that you included in this agreement,
21 Plaintiff's One, did not include the interest that had
22 accrued from January 2012 on the \$200,000 you loaned Mr.
23 Bryant, right?

24 A. No.

25 Q. So was the purpose of this agreement to simply

1 get your money back and give Mr. Bryant his property back?

2 A. Yes. I mean, AB gets -- I mean, a lot of guys,
3 he gets -- you start talking interest and numbers and
4 things, it is like -- I was just like "AB, I just need
5 some money. I want the money. You take the property."

6 And the 320 was a bargain, big time. At that
7 point, I was still, like, "AB, take the property," because
8 he responded to the email, and I felt in a negative way.
9 It was like, "How are you trying to charge me a 120 for
10 this, and I said, "Hey, AB, I loaned you 220 thousand
11 eight years ago, or six years ago. You haven't paid me a
12 dime. You keep calling, "I have the collateral" and so
13 yes, I just want -- here is what I think you owe me. 320.

14 Q. And did you tell AB that he needed to pay you by
15 a certain date?

16 A. Well, what happened -- AB -- as I said, when AB
17 was telling me he was going to work out a proposal, he
18 would pay me, he said he was waiting for a loan from
19 Property Management, G5, to get it maybe by December 14th.

20 Q. And just so we're clear, Property Management is
21 Mr. Bryant's business associates?

22 A. Yes.

23 Q. That runs its strip club?

24 A. Yes, who also owes me a lot of money.

25 Q. Okay. So did December 14th come?