

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

PROBATE DIVISION

MENTAL HEALTH DIVISION

FILE NO. 12-4978 MH

IN RE: THE GUARDIANSHIP
OF HELEN STONE,

Incapacitated.

- - -

HEARING BEFORE THE HONORABLE GENDEN

Tuesday, February 5, 2013
11:00 a.m. - 3:30 p.m.

Miami-Dade County Courthouse
Miami, Florida

Taken by VANESSA OBAS, Professional
Reporter and Notary Public in and for the State of
Florida at large, pursuant to Notice of Taking
Deposition in the above cause.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES:

ON BEHALF OF ALAN STONE:
MARK FRANCIS RAYMOND, ESQ.
BROAD AND CASSEL
2 South Biscayne Boulevard
Suite 2100
Miami, Florida 33131

AMY STEELE DONNER, ESQ.
BROAD AND CASSEL
2 South Biscayne Boulevard
Suite 2100
Miami, Florida 33131

DEBORAH RUTH WAKS, ESQ.
LILLESAND, WOLASKY & WALKS, P.L.
9400 South Dadeland Boulevard
Ph 4
Miami, Florida 33156

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES:

ON BEHALF OF HELEN STONE:
LAWRENCE LEVY, ESQ.
LAW OFFICES OF LAWRENCE LEVY, P.A.
12781 Miramar Parkway
Suite 203
Miramar, Florida 33027

ON BEHALF OF BLAIRE LAPIDES:
STEVEN B DOLCHIN, ESQ.
STEVEN B DOLCHIN, P.A.
3864 Sheridan Street
Hollywood, Florida 33021

ON BEHALF OF THE GUARDIAN:
ANTHONY ROMANO, ESQ.
ANTHONY ROMANO, P.A.
5861 SW 37th Avenue
Fort Lauderdale, Florida 33312

ON BEHALF OF BARBARA STONE:
ROBERT M. TRINKLER, ESQ.
THE LAW OFFICES OF ADRIAN PHILIP THOMAS, P.A.
515 East Las Olas Boulevard
Suite 1050
Fort Lauderdale, Florida 33301

ALSO PRESENT:

CANDIS TRUSTY, ESQ.
BARBARA STONE
ALAN STONE
BLAIRE LAPIDES

- - -

P R O C E E D I N G S

- - -

(Thereupon, the proceedings started at 2:45 p.m.)

THE COURT: Are we ready to go?

MR. RAYMOND: Yes, Your Honor.

THE COURT: The court reporter is asking me to have you state your appearance for the record. Let's start to my right, go around the room, and who you represent.

MR. RAYMOND: Good afternoon, Judge. Mark Raymond along with Amy Steel-Donner representing Alan Stone.

MS. WAKS: Deborah Waks from Lillesand, Wolasky & Walks, P.L., also representing Alan Stone.

MR. TRINKLER: Robert M. Trinkler, Esquire from the Law Offices of Adrian Philip Thomas, P.A., on behalf of Barbara Stone.

MS. STONE: Barbara Stone.

MR. LEVY: Lawrence Levy, court appointed counsel for Helen Stone.

MR. DOLCHIN: Steven Dolchin on behalf of Blaire Lapidés.

MS. LAPIDES: Blaire Lapidés.

1 MR. STONE: Alan Stone.

2 THE COURT: Okay. This is the cousin?

3 MS. LAPIDES: Yes. I'm the cousin.

4 MR. ROMANO: Anthony Romano, guardian of the
5 personal property of Helen Stone.

6 MS. TRUSTY: My name is Candis Trusty. I'm
7 the attorney for the guardian.

8 THE WITNESS: Okay. It's my understanding in
9 this case that you've reached a resolution of the
10 issues that needed to be decided by the Court?

11 MR. RAYMOND: You are correct, Your Honor.

12 THE COURT: Did somebody want to tell me what
13 the resolution is?

14 MR. RAYMOND: Yes.

15 THE COURT: All right. Mr. Raymond, go ahead.

16 MR. RAYMOND: On behalf of all the parties, I
17 would like to take a couple of minutes and review
18 the salient terms. This will be reduced into a
19 global settlement agreement.

20 It begins with: The parties have agreed that
21 Blaire Lapidés shall be the successor trustee of
22 the revocable trust of Helen Stone.

23 THE COURT: Revocable or irrevocable?

24 MR. RAYMOND: The revocable trust of Helen
25 Stone.

1 Blaire Lapidés will be the guardian of the
2 property of Helen Stone. Blaire Lapidés and Jacky
3 Hertz will be co-guardians of the person for Helen
4 Stone. In the event of a dispute between the
5 co-guardians, Jacky Hertz has veto power, and Jacky
6 Hertz is exclusive as to visitation only.

7 Helen Stone shall retain the right to vote.
8 Helen Stone shall retain the right to travel with
9 assistance. Helen Stone will maintain her
10 residence and delegates to the co-guardians the
11 issue of residency in the event it is medically or
12 financially necessary that she change her
13 residence. The revocable trust shall be fully
14 funded.

15 Anthony Romano has agreed to resign to allow
16 the settlement to proceed. The reasonable attorney
17 fees of Anthony Romano as the limited guardian, as
18 the emergency guardian and any capacity in which he
19 has served shall be paid at the agreed sum of
20 \$30,000. The reasonable fees of the attorney for
21 Anthony Romano and all capacities through Candis
22 Trusty and her firm shall be paid in the sum of
23 \$60,000. Those numbers are represented by them to
24 be discounted amounts. There is no need for any
25 further accounting and the parties have agreed to

1 these fees. This shall be a global settlement
2 which will include the -- addressing -- which shall
3 include the party's addressing the inheritance of
4 Barbara Stone and, in addition, the pending
5 attorney fees of Alan Stone in connection with the
6 Wachovia action and the appeal thereof.

7 The parties have agreed that Barbara Stone,
8 through language to be effected to make it
9 effective, shall be 50 percent beneficiary with her
10 brother Alan of the trust, and all assets of Alan
11 Stone, subject to a set off in the sum of \$165,000.

12 The parties will negotiate language that is in
13 the best interest of Helen Stone and to the extent
14 to which they can reduce if there were, and no one
15 has made any representation that there are, any tax
16 issues. We do not believe, but none of us have
17 provided tax counsel. We don't see any, but we
18 will work together to make sure that that is one of
19 the -- that that is one of the objective if that
20 occurs.

21 Co-counsel for the guardian and the successor
22 trustee shall be Steven Dolchin. The parties will
23 exchange mutual general release including all
24 guardians, all nurses, all accountants, all
25 trustees, all counsel, etc. There will be broad

1 general releases through today. The parties -- in
2 addition, in the event of the death of either Alan
3 Stone or Barbara Stone, if one predeceases the
4 other, the other sibling shall inherit.

5 Their sister Louise, may require a special
6 needs trust or a pool trust. To the extent that
7 she receives any assets, it will be structured so
8 there is no disqualification for the federal and/or
9 state or other support she receives. As a
10 parenthetical, it turns out that the guardianship
11 of Louise Stone is within the jurisdiction of this
12 court.

13 The expenses of Jacky Hertz as the co-guardian
14 dealing with excessive communications by any means
15 whether by Alan Stone or Barbara Stone shall not be
16 borne by the trust. But excessive communication as
17 determined by Jacky Hertz in her sole determination
18 shall be borne by the person who initiates the
19 excessive communications, after the execution of a
20 comprehensive settlement agreement to be negotiated
21 within the party with any dispute coming before
22 this court, and as contemplated by the above
23 statements that I've just made into the record on
24 behalf of the parties.

25 Barbara Stone's counsel and Steve Dolchin as

1 counsel to the successor trustee and the
2 co-guardians shall be provided with a set of all
3 the discovery obtained by either Larry Levy or
4 Anthony Romano, including medical information,
5 financial information, etc., with a copy to Alan
6 Stone's counsel to the extent to which he's not
7 been provided -- I have not been provided with that
8 information.

9 In the event that there were any distributions
10 be it by gift or otherwise since January 1, 2009,
11 to the present to Alan Stone in connection with the
12 review of financial documents by Barbara Stone or
13 her counsel, Alan Stone shall refund same to the
14 trust -- it is Alan Stone's representation that
15 there are none, but they are entitled to the
16 review. The court shall retain jurisdiction on
17 that issue.

18 Neither Barbara Stone nor Alan Stone shall
19 make any disparaging remarks concerning anyone to
20 their mother. There shall be a reunification of
21 the mother with her children and all parties shall
22 cooperate with one another and the guardians to
23 establish these.

24 May I please go around the room one by one,
25 Your Honor?

1 THE COURT: Go ahead.

2 MR. RAYMOND: Ms. Trusty, have I accurately
3 stated your understanding of the settlement?

4 MS. TRUSTY: Yes. I would like to --

5 MR. RAYMOND: Did I miss anything?

6 MS. TRUSTY: I would like to clarify some
7 points.

8 When you said that there will be no further
9 accounting with respect to fees, I also want to
10 make sure that there's no annual accounting for
11 2012 required by the guardian and no 2013 annual
12 plan that will be required to be filed by this
13 guardian.

14 MR. LEVY: Obviously, from my perspective, I
15 have no problems with that, as long as the court
16 will accommodate any future file to make sure of
17 that. Because all it is is there needs to be a
18 carry over.

19 It's that situation where the court, at some
20 point, has to receive plan covering presumably this
21 period of time. And so as long as that's waived,
22 then we can start with the successor guardian.
23 That's fine. But I just want to make sure it's in
24 the order. So as long as we address that, it
25 should be possible.

1 MS. TRUSTY: The court order should reference,
2 too, the lack of the accounting. It should be
3 highlighted in the order with that.

4 THE COURT: Okay.

5 MR. RAYMOND: Well, let's stay with that issue
6 please, Ms. Trusty.

7 MS. TRUSTY: Okay.

8 MR. LEVY: I think the intention is that there
9 be no final accounting; correct?

10 MS. TRUSTY: That we would not have to do the
11 2012 annual accounting from the time that -- I
12 guess, that was in November 20, 2012, when the
13 emergency temporary guardian was moved up to a
14 limited guardian. That's what I'm talking about.

15 MS. WAKS: November --

16 MR. LEVY: The permit guardian?

17 MS. TRUSTY: Correct. The 2013 annual can be
18 done by --

19 MR. ROMANO: Will be done by April.

20 MS. TRUSTY: Right. I'm just saying that this
21 guardian will not be required to do so.

22 THE COURT: Who's going to do it?

23 MR. RAYMOND: If I may, Your Honor?

24 THE COURT: Go ahead.

25 MR. RAYMOND: I would like to propose that

1 with the resignation being effective today and the
2 appointment of the guardian today, the guardian
3 will take over and will be responsible for the
4 accounting from January 1st forward.

5 So you just turn over whatever records you
6 have to Mr. Dolchin and he will pick up the
7 accounting from 01/01/13 forward.

8 MS. TRUSTY: With the gap here, you're still
9 requiring the Anthony Romano limited guardian?

10 MR. RAYMOND: I will defer to Mr. Levy.

11 MR. LEVY: Yeah. The Court surely has its
12 discrepancy to waive that.

13 MS. WAKS: It's a one-month accounting.

14 THE COURT: Well, if I have the right to waive
15 it and you can convince me that I have a right to
16 waive it, then we'll waive it. I just can't undue
17 what's required by the law.

18 MR. TRINKLER: Your Honor, I think it could be
19 part of a final accounting because the final
20 accounting would include the period since
21 Mr. Romano's discharge which would include that gap
22 period.

23 THE COURT: It doesn't matter how you do it,
24 as long as it's kosher. To use a term that we all
25 understand, okay?

1 MR. DOLCHIN: I would just propose -- Steve
2 Dolchin.

3 I would just propose that we can get the bank
4 payments going back from the time period that he
5 was acting as a guardian and we'll have the monthly
6 bank statements to be able to resurrect or
7 reconstruct the amounts. At least, that will gave
8 us an opportunity to --

9 THE COURT: Whatever's allowable under the
10 law. I want to do it as best as ever to facilitate
11 the resolution of this issue.

12 MS. TRUSTY: So the guardian -- Anthony
13 Romano, who was the limited guardian would turn
14 over the bank records for the one restricted
15 depository and the -- I'll call the budget account,
16 both of them are at the Gibraltar Bank, to the
17 successor guardian if that's --

18 MR. DOLCHIN: I'm only guessing. You had one
19 account restricted?

20 MR. ROMANO: And a non-restricted.

21 MR. DOLCHIN: Well, whatever accounts you
22 have --

23 MR. ROMANO: Sure.

24 MR. DOLCHIN: Just give me all your bank
25 statements. Those of the curator acting as a

1 guardian --

2 MS. TRUSTY: Perfect.

3 MR. DOLCHIN: Monthly. Is that okay with you?

4 MR. RAYMOND: Yes. I agree with what you've
5 said, Mr. Dolchin.

6 THE COURT: What else, Ms. Trusty?

7 MS. TRUSTY: The next issue has to do with the
8 discovery. There was this gag order in the
9 November 20, 2012, order.

10 MR. RAYMOND: The gag order is, in effect, at
11 the close of the settlement agreement when it is
12 executed by all parties, and the order of approving
13 same is signed. Because it will be an agreed
14 order, obviously, subject to, at that time, the gag
15 order will be lifted.

16 MS. TRUSTY: We have prepared a disk and we've
17 provided it to Mr. Levy based on a prior court
18 order authorizing us to release what information we
19 have. And we'll just provide a disk to whom?

20 MR. RAYMOND: Mr. Dolchin and Mr. Trinkler.

21 THE COURT: Anything else?

22 MS. TRUSTY: No, sir. That's all.

23 MR. RAYMOND: Steve, are there any issues that
24 we didn't talk about?

25 MR. DOLCHIN: No. I think it was accurately

1 stated.

2 MR. RAYMOND: Mr. Levy, accurately stated?

3 MR. LEVY: You did. I just want to make sure
4 it's clear.

5 She retains the right to vote and it's
6 delegated to the guardian to determine residence
7 and determine social environment.

8 THE COURT: He's got that in there.

9 MR. RAYMOND: Yes, I did. Yes.

10 MR. LEVY: I just want to make sure it's
11 clear.

12 As far as my fees goes, I don't anticipate
13 that there's going to be an objection, but
14 certainly I'll have a petition circulated to
15 everyone. Hopefully, we'll be able to present an
16 agreed order on the fees.

17 MR. RAYMOND: Yes. That would be everyone's
18 wishes on this issue.

19 THE COURT: Any other issues?

20 MR. TRINKLER: Just for the record, I just
21 want to put the statutory reference under the trust
22 code that gives the authority for us as parties to
23 the trust to consummate the settlement.

24 I think it's important that a part of the
25 agreement which is 736.0410 and 736.04113,

1 736.04115, and 736.04112, collectively allow there
2 to be a modification/agreement amongst the parties
3 to the trust which is what we're traveling under
4 with respect to the dispositive provision.

5 I do agree with what Mr. Raymond says that the
6 intention that Mr. Stone is forgoing, pledging,
7 hypothecating, however you want to terminology-wise
8 describe it, we're going to put that in the
9 agreement. I just want to be clear that there's
10 not a disclaimer or renunciation as we initially
11 stated it in the agreement as to the intention of
12 the parties.

13 MR. RAYMOND: I agree.

14 MR. TRINKLER: Also, it's anticipated that all
15 of the assets of Helen Stone are to be put in this
16 trust, including her condominium, including perhaps
17 her IRA account. If it cannot be put in the trust
18 that's --

19 MR. RAYMOND: The IRA account, yes.

20 MS. STEELE-DONNER: Let me just say that this
21 is, in fact, correct.

22 MR. TRINKLER: So the understanding is that
23 that's the intention of the parties for it all to
24 be put into the trust for purposes of this
25 agreement?

1 MR. RAYMOND: So that I can just be clear on
2 that last point.

3 It is, indeed, the intent to put everything in
4 the trust that can put in the trust so long as that
5 it doesn't give use tax expenses.

6 MR. TRINKLER: Well, is there a representation
7 from the current guardian that the condo is part of
8 the trust?

9 MS. TRUSTY: Yes, it is. That's a copy for
10 you.

11 MR. TRINKLER: And the automobile? I don't
12 have the automobile, I don't think.

13 I just don't know. Is there a portable will
14 to this trust?

15 MS. TRUSTY: Sure. Yeah.

16 MR. RAYMOND: Just to be clear. Those assets
17 that aren't in the trust would be subject to the
18 guardian of the property.

19 MR. TRINKLER: And, then, also Helen Stone is
20 in possession of jewelry which will go in the
21 possession of the guardian?

22 MR. RAYMOND: Correct.

23 MS. TRUSTY: Correct.

24 MR. RAYMOND: What I'll ask is no matter what
25 it is shall be given. To the extent they can be

1 placed in the trust without causing adverse tax or
2 liability, they shall be placed in the trust.

3 To the extent they cannot be placed in the
4 trust, they shall be placed into the guardianship
5 pursuant to the successor guardian of the property.

6 THE COURT: Are you done, sir?

7 MR. TRINKLER: No, Your Honor.

8 One of the other things is that the agreement
9 of the parties requires that the trust asset will
10 not be investigated in a financial institution
11 that's anywhere affiliated with Alan Stone.

12 MR. LEVY: I think that's one of the things we
13 discussed.

14 MR. RAYMOND: Actually, no. But I don't have
15 a problem with it.

16 MR. TRINKLER: Okay.

17 MR. RAYMOND: We don't have a problem -- we
18 can agree to that.

19 THE COURT: Even if he's giving twice as much
20 interest as anybody else?

21 MS. STEELE-DONNER: Even if.

22 MR. RAYMOND: Is there anything else, Robert?

23 MR. TRINKLER: I'm just looking at this
24 warranty deed and it appears to be a conveyance
25 from Helen Stone as single person to Helen Stone

1 for a life estate pursuant to an exhibit.

2 MR. RAYMOND: Robert, since the agreement is
3 that it will go under the trust, if it's going
4 under the trust, it will be pursuant to the
5 guardianship of --

6 MR. TRINKLER: For the record, the exhibit
7 delineates the trust as the remainder interest.
8 So...

9 MS. STEELE-DONNER: It's there.

10 MS. WAKS: We're okay.

11 THE COURT: Ms. Wax?

12 MS. WAKS: No nothing.

13 THE COURT: Let me ask you a question. What
14 is the civil case about?

15 There's a civil case, isn't there? Isn't it
16 pending?

17 MS. STEELE-DONNER: No. That's been --

18 THE COURT: That's done?

19 MR. RAYMOND: Yeah. The Third DCA issued --

20 THE COURT: So there's no civil case pending?

21 MS. STEELE-DONNER: That's correct.

22 THE COURT: So this agreement is the end of
23 this case for all intents and purposes?

24 MS. TRUSTY: Of the adversary.

25 MR. TRINKLER: No. Not really because the

1 guardianship --

2 THE COURT: Well, the adversary case has been
3 resolved.

4 MS. STEELE-DONNER: Yes.

5 THE COURT: Right. Okay. All right.

6 MR. TRINKLER: In the civil case, the releases
7 relate to the attorneys and counsel with regard to
8 the civil case that's been resolved. It's truly a
9 global settlement on all fronts.

10 THE COURT: All right. So there's nothing
11 else to do, and you all agree that this agreement
12 as read off by Mr. Raymond represents the material
13 -- parts of settlement that -- there's nothing --
14 there are no material issues that still have to be
15 agreed on. That this is, in fact, an agreement in
16 and of itself, and all that has to be done is put
17 it in writing and sign off on it?

18 MS. STEELE-DONNER: And we also have a record
19 of it.

20 THE COURT: Right.

21 MR. RAYMOND: And, Judge, could you please go
22 around the room and ask if they understand our
23 agreement as presented on the record?

24 THE COURT: You've all pretty much just done
25 that.

1 MR. RAYMOND: Not counsel. The parties.

2 THE COURT: Okay. So the people involved are
3 Alan Stone and --

4 MS. STEELE-DONNER: Barbara Stone.

5 THE COURT: I know. And Ms. Blaire --

6 MS. LAPIDES: Lapidés.

7 THE COURT: Is it Lapidés or Lapidés?

8 MS. LAPIDES: It's Lapidés.

9 Depends on which part of the family you're on.

10 THE COURT: I know.

11 Alan Stone, have you heard the agreement?

12 MR. STONE: Yes, Your Honor.

13 THE COURT: Do you understand it?

14 MR. STONE: Yes, Your Honor.

15 THE COURT: Is there anything you don't
16 understand?

17 MR. STONE: No. No. I think I'm okay.

18 THE COURT: You've had an opportunity to talk
19 to your lawyers about it?

20 MS. STONE: Yes, sir.

21 THE COURT: You're satisfied with your advice?

22 MR. STONE: Yes, sir.

23 THE COURT: And you understand that that
24 agreement that is read into the record is going to
25 be put in a final written form and that you're

1 going to sign off on it?

2 MR. STONE: Yes, sir.

3 THE COURT: And you understand this represents
4 the entire agreement between the parties?

5 MR. STONE: Yes.

6 THE COURT: Ms. Lapidés, do you understand?

7 MS. LAPIDES: Yes, sir.

8 THE COURT: You understand all the things I
9 just asked?

10 MS. LAPIDES: Yes.

11 THE COURT: And Barbara Stone, do you
12 understand that this is the final, complete
13 settlement of all the issues pending in this
14 adversary proceeding that's been pending in front
15 of me?

16 MS. STONE: I do understand. And I know
17 everything has been cleared in terms of my mother's
18 IRA, but I would like it to be explained one more
19 time in regards to my mother's IRA. I don't
20 understand.

21 MR. DOLCHIN: I'll explain it.

22 If your mother is receiving payments from the
23 IRA, that payment can be put in her revocable
24 trust. If you want the actual IRA to be
25 transferred into the trust, that cannot be done.

1 So the existence of the IRA cannot be made --
2 transferred into the name of the trust, but the
3 payments could be made to the trust.

4 MS. STONE: Okay. So, then, I don't
5 understand how the IRA is going to be dealt with in
6 terms --

7 MR. STONE: If you don't mind, can I just say
8 one thing?

9 MR. DOLCHIN: Yes.

10 MR. STONE: The IRA right now has 50 percent
11 on it. Once a year, there is a description
12 accounting transferred from the IRA to the Helen
13 Stone revocable trust. That's been done every year
14 from the beginning. The IRA stayed the way it is
15 and it will remain.

16 MS. STONE: But I haven't seen that statement.

17 MR. RAYMOND: We will make certain that you
18 have that.

19 MS. STONE: Will you make sure of that?

20 MR. RAYMOND: I just stated it on record,
21 ma'am. I will make certain that the information --
22 that you have it.

23 MR. TRINKLER: There will be no changes made
24 to beneficiary designations?

25 MR. RAYMOND: There shall be no changes to

1 beneficiary designations with the exception that we
2 will change, as to the trust, The IRA shall become
3 a 50 percent beneficiary.

4 MS. STONE: Okay. Then, I have a couple other
5 questions with regard to the automobile --

6 MR. RAYMOND: The automobile --

7 MS. STONE: -- and any other personal
8 property.

9 MR. RAYMOND: Again, any other personal
10 property shall fall under the guardianship of the
11 property, Blaire Lapidés, who is that guardian
12 effective today.

13 And if when Helen demises, if neither of you
14 are predeceased, whatever assets held, whether
15 through the trust or through the guardianship shall
16 be 50/50. That is the agreement of the parties.

17 MS. STONE: Okay. But I still don't
18 understand how his title to the automobile is to be
19 held -- what's supposed to happen?

20 MR. DOLCHIN: It's not suggested that tangible
21 assets should be placed into a trust. So I
22 wouldn't recommend that you have any tangible
23 assets in which you're entitled to the trust
24 pursuant to the guardianship. And if the --

25 MS. STONE: Her right to drive has been

1 removed.

2 MR. DOLCHIN: Actually, if nobody's driving
3 the car, the automobile, I would suggest that it
4 would be in everyone's best interest to sell it and
5 then the proceeds of the car will go under the
6 trust.

7 MS. STONE: And so that's something that we're
8 agreeing to.

9 MR. DOLCHIN: Okay.

10 THE COURT: Ms. Stone, people are coming in
11 front of me all the time requesting the ability to
12 sell something so that it can be -- you can
13 recognize from it cash that can then be split up
14 any way that you're agreeing to be split up.

15 And that's what we're saying. I mean,
16 nobody's driving the car. I don't know what the
17 car is, but somebody can petition the Court for
18 authorization to sell the car. For example, you
19 know, we have a 2012 Lexus that's worth X, we want
20 the ability to put it on the market and sell it.
21 And then you split it up the way that you're
22 splitting everything else up.

23 MS. STONE: And then --

24 THE COURT: What is this automobile?

25 MR. ROMANO: A '98 Lexus.

1 THE COURT: A '98 Lexus? You're worried about
2 a '98 Lexus?

3 MS. WAKS: Yeah. We can probably sell it.

4 THE COURT: Okay. Well, that's what happens.
5 Tangible personal property; normally, people come
6 to court and say we want authority to -- the
7 guardian will come in and say we want to sell.
8 Nobody's using it and it's setting there, you know,
9 we're paying insurance on it, etc., etc. And we've
10 got to get the title every year, whatever, and
11 that's a drain. We want to sell it.

12 MS. STONE: Okay. And, then, I guess the
13 other question is the credit shelter trust that
14 probably has been addressed, but I would like it to
15 be explained to me. What happens with my mother's
16 credit shelter trust?

17 MS. WAKS: The agreement -- my understanding
18 is that the credit shelter trust withholding falls
19 under approximately \$50,000. That also will be
20 taken and placed into the revocable trust.

21 MR. RAYMOND: Right. All assets that can be
22 placed in the trust shall be placed in the trust.

23 THE COURT: Of which you're 50 percent owner.

24 MR. RAYMOND: Right.

25 MS. STONE: And, then, the jewelry that's in

1 my mother's --

2 MR. RAYMOND: All tangible assets will go to
3 the guardian of the property, Blaire Lapides.

4 MS. STONE: Okay. So what's going to happen
5 with those tangible assets?

6 THE COURT: Same thing.

7 MR. RAYMOND: It's going to sit in the safe
8 deposit box.

9 THE COURT: Right. But you can sell those,
10 too.

11 MS. STONE: Right. But some of these things
12 have personal value to me.

13 MR. RAYMOND: That will be something for the
14 guardian to address. And the two of you are
15 50 percent beneficiary, yes. If you guys can't
16 make -- reach an agreement, the guardians will come
17 back to the court. For example if there's a
18 particular brooch that you like, Alan gets one and
19 you get the other.

20 MR. ROMANO: But she's alive. The woman's
21 alive.

22 MR. RAYMOND: Of course. Of course.

23 MR. DOLCHIN: Let me just say that it's upon
24 Helen's death.

25 MR. RAYMOND: Of course. That's the case.

1 MS. STONE: Of course. I'm just thinking that
2 certain items, my mother wanted -- that my mother
3 wants me to have.

4 MR. DOLCHIN: I'm sure she does.

5 MS. STONE: And my mother probably -- well,
6 I've said enough.

7 THE COURT: Is there anything else?

8 MS. WAKS: No. Just that there will be
9 coordinated effort of Mr. Romano to work with Mr.
10 Dolchin, upon his resignation along with them
11 submitting the orders to place.

12 MR. RAYMOND: Right.

13 MS. STONE: That's right. The checking
14 account. My mother has a checking account.

15 MR. RAYMOND: She just made reference to a
16 checking account.

17 MR. DOLCHIN: She was talking about Blaire
18 having the ability to -- this will be Anthony's
19 chance to put everything into the guardianship so
20 there are no other account.

21 MS. TRUSTY: Correct.

22 MS. STONE: Can I just make a statement? I
23 would like my mother to have the ability to have
24 her own ability and have her credit card or debit
25 card and to be able to go about her business

1 without the need for cash.

2 MS. STEELE-DONNER: That is --

3 THE COURT: Stop. Stop.

4 What you're saying allies what we've done
5 here. What we've done here is your cousin,
6 Ms. Lapidés, is the guardian.

7 So we can't give her the right to be the
8 guardian and you may retain certain ability to run
9 the ship. She's now going to be running the ship,
10 insofar as what the guardianship requires.

11 MR. TRINKLER: Your Honor, with all due
12 respect, that offer that Ms. Stone proposes is that
13 she has a dignity account.

14 THE COURT: A what?

15 MR. LEVY: A dignity account.

16 MR. TRINKLER: Perhaps a few hundred dollars a
17 month goes go to account.

18 THE COURT: That's fine. You can get together
19 with Ms. Lapidés and try to work these things out.
20 But she's now the guardian. Once this is agreed
21 to, she's the guardian and I sign off on it, she's
22 the guardian.

23 MS. WAKS: And, Your Honor, with all due
24 respect --

25 THE COURT: And I'm hoping that this animosity

1 to whatever extent existed is not going to exist
2 anymore because now you have an independent
3 neutral, I assume, member of the family who's going
4 to act in her capacity as guardian. And she's able
5 to talk to both of you and try -- you know, you can
6 still resolve things. You can still work things
7 out.

8 I would assume theoretically if there was
9 something that had sentimental value to you and it
10 had a value and you wanted it, your brother would
11 say, fine, let's find out what it's worth, and I'll
12 let you buy my half or whatever. That's how things
13 are resolved.

14 Do you understand everything, ma'am,
15 everything that's on this agreement?

16 MS. STONE: I do.

17 THE COURT: Have you had a chance to talk with
18 your lawyer?

19 MS. STONE: Yes.

20 THE COURT: Are you satisfied with your
21 service?

22 MS. STONE: Yes.

23 MR. DOLCHIN: Your Honor?

24 THE COURT: Yes, sir.

25 MR. DOLCHIN: Your Honor, these assets right

1 now, I believe they're sitting at the bank; is that
2 correct?

3 MR. ROMANO: Yes.

4 MR. DOLCHIN: A couple of accounts.

5 MR. ROMANO: Yes. In two accounts.

6 MR. DOLCHIN: And I assume that fees running
7 on those accounts are closed; is that correct?

8 MR. ROMANO: I'm sorry?

9 MR. DOLCHIN: Are there some fees that are due
10 on those accounts? Do they have, like, management
11 fees running?

12 MR. ROMANO: It depends. I'm not exactly sure
13 of management fees or not. But again the two
14 options are titled to the account. If you wish, at
15 the --

16 MR. DOLCHIN: I'm sorry. My question was I
17 believe my understanding is that probably there are
18 some management fees accruing while these assets
19 are being held at Gibraltar Wealth Management. So
20 the idea would be to try to get them transferred as
21 soon as possible. The guardian and I will probably
22 ask to take care of that at another institution.
23 Maybe it can be more --

24 MS. TRUSTY: I don't --

25 THE COURT: You guys have lawyers. You all

1 have lawyers.

2 MR. RAYMOND: Steve will handle that.

3 THE COURT: Right. You all have lawyers. The
4 guardian has a lawyer. We're not ending World War
5 III. We're trying to get a framework by which
6 we've agreed to agree to sign this thing and get --
7 and move on with their lives.

8 Is there anything else?

9 MS. TRUSTY: No, sir.

10 THE COURT: You'll prepare the agreement.
11 You'll circulate it. And when it's ready to be
12 signed off, I'll sign off on it.

13 MS. TRUSTY: Thank you, Judge.

14 MR. RAYMOND: Thank you, Judge.

15 THE COURT: Thank you very much.

16 (Thereupon, the proceedings was concluded at
17 3:30 p.m.)

18 - - -

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C E R T I F I C A T E

- - -

I, VANESSA OBAS, Professional Reporter,
State of Florida at Large, certify that I was authorized
to and did stenographically report the foregoing
proceedings and that the transcript is a true and
complete record of my stenographic notes.

Dated this 11th day of February, 2013.



A handwritten signature in black ink, appearing to read "Vanessa Obas".

VANESSA OBAS, Professional Reporter