

27. Plaintiff has been patiently awaiting its hearing on its Motion to Order Funds Into the Registry since February, 2015.

28. To add insult to injury, on or about April 6, 2015, upon information and belief, counsel for the Defendants contacted the court and advised that this instant action was now moot and that the court ordered hearing to determine monies payable into the court registry may be removed from the court's docket.

29. The Court's judicial assistant immediately contacted undersigned who advised the Court's Judicial Assistant that this matter was still pending and requested that the hearing remain on the Court's calendar.

30. Defendants have maintained they do not seek to waive any defenses to this action but have informed undersigned that their intention is to now argue that this instant action is moot.

31. The act of unilaterally changing the issue before the court on the Court's own scheduled motion is wholly improper.

32. The Defendants now seek to solely benefit themselves and to prejudice the Plaintiff by improperly arguing an alternate cause at the hearing set for April 8, 2015.

33. Additionally, the Defendants argument of mootness is nonsensical.

34. The Defendants argue that since "possession was the only relief sought in this case, this case should be dismissed as moot."

35. The Defendants neglect to mention Plaintiff's pending claim for attorneys' fees and costs pursuant to Florida Statutes sections 83.231 and 83.251, as well as the Lease.

36. The Defendants cite and paraphrase Sebastian Apartments, Inc. v. Nachman, a non-binding Third DCA case, as authority for their "Notice of Mootness," stating "appeal by