

Albert Vassallo Sr.: From friend to enemy, Savitt cites 'bad blood'

James Vassallo can't stop beating himself up. He blames himself for allowing Savitt to take control of his father's finances. As result, he has a list of questions about Savitt's actions that he says remains unanswered to his satisfaction.

Like in the O'Grady case, Vassallo sought the advice of Hark when he learned last year that his brother and sister had transferred \$180,000 from the accounts of his father. And like in O'Grady, Hark steered him to Savitt, saying she would protect the assets of Albert Vassallo Sr., who was suffering from early stages of dementia.

Vassallo, who moved from Brooklyn to live next door and care for his father at Century Village in Deerfield Beach, says Savitt instead aligned with his sister who had taken \$140,000 and other assets, according to demand letters.



James Vassallo holds a photo of his parents, Albert Vassallo Sr. and Geraldine Mickey Vassallo. (John Pacenti/The Palm Beach Post)

Savitt successfully petitioned Judge



Albert Vassallo Sr. in November 2015. (John Pacenti/The Palm Beach Post)

French to remove Vassallo as a trustee to his father's estate, which would have allowed him to retain some administrative control. Savitt claimed Vassallo **wasn't getting along** with the very siblings, whose actions prompted him to seek the guardianship in the first place.

"If I knew her husband was a judge, I never would have went with her because whatever I said to her meant nothing. She can do whatever she wants because she has the court's backing and that is exactly what is happening now," said Vassallo.

In a **voicemail** that Vassallo still has, Savitt had assured him attorneys were working to remove his brother and sister but there was no reason to remove him because "you didn't do anything wrong." She did, however, suggest paying Hark more money to defend him just in case.

Vassallo said Savitt **made her move to remove him** from his father's trust after he repeatedly questioned her billing practices. He estimates that Savitt and her attorneys collected \$40,000 to get him off the trust. His father's savings have been depleted by more than \$200,000 in about year, he said.

Savitt said, "To accomplish getting the relief favorable to the Ward, and because of bad blood and conflicts between all three children of the Ward, it was agreed by the lawyers that I should be the sole trustee, not because of anything wrong James did."

Vassallo produced email and bank statements showing how Savitt **doubled-billed** his father's accounts by about \$7,300 and did not pay it back until he confronted her with the

bank account statements. "She never would have given that back on her own," Vassallo said. The \$7,300 plus a \$3,000 retainer fee came before a judge approved them and even before she submitted a petition to the court for that money.

To address the \$180,000, a deal was struck in mediation, allowing James' brother and sister to pay back half the money over 15 years and keep the rest.

Vassallo never signed the agreement and vehemently opposed it.

After The Post asked Savitt about **\$10,000 in U.S. savings bonds**, James Vassallo said she told him the bonds had been located and provided her accounting of expenses.

Still missing is reimbursement for his dad's Hyundai and assets from a savings account and a safety deposit box, Vassallo said. "My father said it was over \$100,000 in there."

But the knife in James Vassallo's heart came when Savitt and Judge French allowed his father to be permanently placed with his sister, Susan Mast. Savitt is paying the sister \$2,400 a month for the father's care under a **settlement agreement** that bears the guardian's signature. Little of the money initially taken has been returned.


Albert Jr. says his father consented in court to remain with his sister, but James Vassallo says the judge never should have asked his incapacitated father if he wanted to live with Mast considering the money owed.

Mast cursed at a reporter when asked about the case and threatened legal action. Her brother, Albert Jr., said the money he got from his father was a gift to help him pay his medical bills.



Trust attorney John Pankauski, who has represented Savitt, was forced to defend himself in a divorce case that Judge Colin presided over from accusations that he was part of a strategy to get Colin recused. (Damon Higgins/The Palm Beach Post)

Vassallo has also questioned Judge

French in court about whether any money from the bank accounts of Savitt's wards went to satisfy the foreclosure judgment on her Delray Beach home. He also objected at a hearing to attorney John Pankauski's  bill — which at the time was for \$18,000 and heavily redacted.

"I asked the judge, 'What are you going to do, rubber stamp everything?' and French told me that Pankauski should have charged my dad \$40,000," Vassallo said.

Now Vassallo has hired attorney Dougherty, hoping he can work the same magic he did for James Hilton by detailing questionable actions by Savitt for the court. Vassallo hopes this would force her to resign or have a court remove her.

Albert Vassallo Sr. remains alert and talkative. Interviewed at a Deerfield Beach senior center, he said he doesn't trust Savitt. "She doesn't show me any reports. At least, show me where the money is going," he said.

James Vassallo can't sleep at night, poring over bills and other documents, thinking what he could have done differently. His apartment is piled high with stacks of court papers.

"I was the one who brought this woman into my father's life," he said. "And what is she doing? She is taking the money that these seniors worked so hard for, set aside for their children, for their grandchildren."

Data editor Mike Stucka, researcher Melanie Mena and staff writer Holly Baltz contributed to this story. Web page production by Kristyn Wellesley and Gurman Bhatia.



The entire series



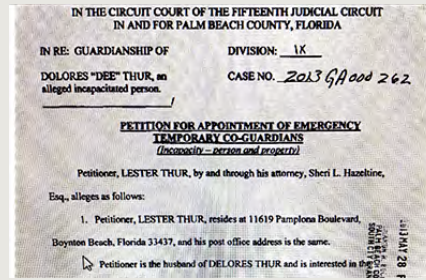
The judge



The couple's financial picture



Explore the documents



advertisement

Aug-19-14	Review correspondence from Bank of America; Follow up w/ Atty Hark; Follow up w/ Paralegal; Follow up w/ file	0.17	21.25	EBH
Aug-20-14	Review Phil Heller, PsyD's Report; E-mail to Betsy Savitt; E-mail to Atty O'Connell and Client; Review letter from Financial Institutions	0.33	123.75	CBH
	Review File; Follow up with Examining Committee Members and Reports; Prepare Spreadsheet; Follow up with Atty Hark	0.75	93.75	BMC
Aug-26-14	Telecon with Ralph Vassallo regarding Guardianship and File; Send e-mail to Atty Hark	0.33	41.25	BMC
Sep-03-14	Review file; Telecon w/ Ralph Vassallo; Telecon w/ Client	0.25	93.75	CBH
Sep-08-14	Review File; Prepare Order and Letters of Guardianship; Telecon with Mental Health Clerk regarding Report from Examining Committee Member; Prepare File for Court with Atty Hark; Prepare Spreadsheet with Reports	3.00	375.00	BMC
Sep-09-14	Review and correct drafts of Orders; Attendance at Court; Follow up w/ Clerk; Follow up w/ all Parties	2.58	967.50	CBH
	Follow directions from Atty Hark regarding Oath and Hearing; Follow up with File	0.50	62.50	BMC
	Meeting with Atty Hark regarding Hearing; Follow up with File; Send Orders to Clients; Follow up with Bank Accounts	1.00	125.00	BMC
Sep-10-14	Telecon w/ Client; Telecon w/ Ralph Vassallo; Follow up e-mail to Betsy Savitt	0.25	93.75	CBH
Sep-11-14	Review E-Service of Pleadings; Follow up with File and Atty Hark	0.25	31.25	BMC
Sep-12-14	Review file; E-mail to Guardian	1.00	375.00	CBH
Totals		17.51	\$4,001.25	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	7.25	\$375.00	\$2,718.75
Brittany Carraro	9.75	\$125.00	\$1,218.75
Elissa B. Holder	0.34	\$125.00	\$42.50
Sierra White	0.17	\$125.00	\$21.25

DISBURSEMENTS

	Disbursements	Receipts
Aug-06-14	Retainers Carried Forward	1,731.26
	Postage	9.21
Sep-04-14	39 Copies @ \$.20/Copy	7.80

Invoice #:

Totals		\$17.01	\$1,731.26
Total Fees & Disbursements			\$2,287.00
Previous Balance			\$0.00
Payments Received	\$0.00		\$0.00
Balance of Retainer	\$0.00		
Balance Due Now			\$2,287.00

10-23-14

**HARK BURKHALTER YON, PL
ATTORNEYS AT LAW
2101 NW CORPORATE BLVD., SUITE 220
BOCA RATON, FLORIDA 33431**

**TELEPHONE: (561) 995-1800
FACSIMILE: (561) 995-1801**

James Vassallo
107 Westbury, Bldg E
Deerfield Beach, Florida 33442

Oct 23, 2014

RE: Guardianship of Albert Vassallo

File #: Vassallo
Inv #: 15691

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-11-14	Directions from Atty Hark; Pick up Court Order from Courthouse	0.75	93.75	CW
Sep-16-14	Telecon w/ Atty Hazeltine; Review Motion ref. SDB; Review and correct proposed Orders	0.42	157.50	CBH
Sep-17-14	Review pleading filed by Atty Hazeltine; Follow up w/ Paralegal; Follow up w/ file	0.08	30.00	CBH
	Attendance at Court; Follow up w/ Ex-Parte Clerk Tehera Smith; Prepare Response to Motion ref. SDB	1.83	686.25	CBH
	Directions to Paralegal ref Response to Limited Guardian's Motion to Inventory Ward's SDB; eFile and eServe Response; Telecon and emails with Tehera, ExParte Case Manager	1.33	498.75	CBH
Sep-26-14	Review file w/ Atty Burkhalter	0.25	93.75	CBH
	Review file with Atty Hark	0.25	93.75	LBB
Oct-14-14	Telecon with Dr. Stanley Bloom; Follow up with File regarding Order to net payroll Examining Committee Members; Follow up with Atty Hark	0.25	31.25	BMC
Totals		5.16	\$1,685.00	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	3.91	\$375.00	\$1,466.25
Laura Bourne Burkhalter	0.25	\$375.00	\$93.75

Britany Carraro	0.25	\$125.00	\$31.25
Cecilia White	0.75	\$125.00	\$93.75

DISBURSEMENTS		Disbursements	Receipts
Sep-17-14	Court Fees - Certified Copy	4.00	
	Court Fees - Certified Copies	24.84	
Sep-23-14	Photocopies 38 x \$.20	7.60	
	Totals	<u>\$36.44</u>	<u>\$0.00</u>
Total Fees & Disbursements			\$1,721.44
Previous Balance			\$2,287.00
	Payments Received	\$0.00	\$0.00
	Balance of Retainer	\$0.00	
Balance Due Now			<u>\$4,008.44</u>

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF	PROBATE/GUARDIANSHIP DIVISION
ALBERT VASSALLO, SR.,	CASE NO.: 502014MH001432XXXXSBIX
An Alleged Incapacitated Person.	502014GA000369XXXXSBIX

REPORT OF COURT APPOINTED COUNSEL

The undersigned attorney, pursuant to his appointment by this Court as counsel for ALBERT VASSALLO ("Mr. Vassallo"), in accordance with this Court's Order of July 24, 2014, files this Report:

INQUIRIES/REVIEW BY COUNSEL

1. The undersigned BRIAN M. O'CONNELL, ESQ. ("Counsel") and his associate, ASHLEY N. CRISPIN, ESQ. ("Crispin"), have spoken with Clifford B. Hark, attorney for the Petitioner, James Vassallo.

2. Counsel interviewed Mr. Vassallo at Day Scape, an adult daycare center located at 4800 Hillsboro Blvd., Coconut Creek, Florida 33073, on August 21, 2014 and Counsel toured the Day Scape facilities at that time as well.

3. Counsel conversed with the director of Day Scape regarding Mr. Vassallo's background, family information, capacity, ability and disability issues, and the activities in which Mr. Vassallo participates.

4. Counsel's paralegal has conversed with Mr. Vassallo's daughter, Susan Mast, regarding the accommodations she has put into place for her father, regarding family background and regarding Mr. Vassallo's estate planning documents and management of Mr. Vassallo's finances.

5. Counsel's paralegal conversed with Mr. Vassallo's son, Albert Vassallo, Jr. who along with Susan Mast, serves as attorney-in-fact- and co-trustee for Mr. Vassallo.

6. Counsel's associate, JOIELLE A. FOGLIETTA, ESQ., also conversed with Susan Mast and Albert Vassallo, Jr.

7. Counsel has reviewed the following records in connection with this matter:

-All Pleadings filed under Mental Health Case No. 502014MH001432XXXXSBIX

-All Pleadings filed under Guardianship Case No. 502014GA000369XXXXSBIX

Albert Vassallo Revocable Trust U/A dated February 17, 2009

Last Will and Testament dated February 17, 2009

Power of Attorney dated February 17, 2009

Healthcare Surrogate Designation dated February 17, 2009

ALTERNATIVES TO GUARDIANSHIP

1. It appears that Mr. Vassallo does have appropriate estate planning documents in place, which would seemingly be a sufficient alternative to guardianship. However, based upon interviews with various parties and the allegations made by petitioner, the appointment of a guardian may be required to preserve and protect Mr. Vassallo's assets. pending further review.

Title to Mr. Vassallo's former homestead located at 108 Westbury East, Deerfield Beach, Florida is held by the Albert Vassallo Revocable Trust. Counsel is informed, but has been unable to confirm that Mr. Vassallo's Trust is otherwise fully funded at this time.

2. Should Mr. Vassallo be adjudicated incapacitated (either limited or plenary), at this time, the undersigned believes that the reporting requirements and Court supervision afforded by a guardianship would serve to benefit him. In addition, a review needs to occur with regard to the availability of alternatives to guardianship and the handling of Mr. Vassallo's

finances to date. Thus, at present, the undersigned will not object to the appointment of a guardian on this basis.

POSITION ON INCAPACITY

1. Mr. Vassallo was well groomed, appropriately dressed, happy in his surroundings, when seen at Day Scape, and he is ambulatory with the use of a cane. Mr. Vassallo exhibited memory loss issues, but demonstrated a basic understanding of the current incapacity and guardianship legal proceedings and expressed frustration with his children and the arguments taking place among them relative to these proceedings. Mr. Vassallo provided counsel with information regarding his six children and other family background. As to the incapacity issues, limited incapacity is admitted. The undersigned recognizes that two examining committee members, Dr. Bloom and Dr. Heller, have filed their reports recommending plenary guardianships and that examining committee member Mr. Calder has filed his report stating that no guardianship is required. Counsel stipulates to the entry of all examining committee reports into evidence.

2. Based upon Counsel's interview of Mr. Vassallo on August 21, 2014, statements made by Mr. Vassallo, and statements made by Susan Mast, Albert Vassallo, Jr. and petitioner's attorney, Clifford Hark, Counsel is agreeable to Limited Guardianship of person and property.

 POSITION ON APPOINTMENT OF GUARDIAN 

1. As of this writing, Counsel is aware of only Ms. Savitt's petition to be appointed guardian. Family conflict exists here among certain of Mr. Vassallo's children. With such conflict, a professional guardian is usually the best option for a ward. If a Guardian is to be

appointed, counsel agrees to the appointment of Elizabeth Savitt, a professional guardian, as guardian of the person and property of ALBERT VASSALLO, SR., with the ability for Mr. Vassallo to remain in his current residential setting unless otherwise ordered by the Court.

OTHER ISSUES

Mr. Vassallo did not like living with or near Petitioner, as he felt lonely. Mr. Vassallo enjoys living with his daughter, Susan Mast. Mr. Vassallo should retain the right to determine his place of residence to the extent he is able to appropriately express his wishes.

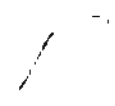
Additionally, Counsel suggests that if Elizabeth Savitt is appointed guardian, she investigate the allegations made by Susan Mast and Albert Vassallo, Jr., and the allegations made by James Vassallo in the Verified Petition to Determine Incapacity and the Petition for Appointment of Plenary Guardian regarding the purchase of the home.

Respectfully submitted this 8th day of September, 2014.

BRIAN M. O'CONNELL, ESQUIRE
Florida Bar No. 308471
CIKLIN LUBITZ MARTENS & O'CONNELL
515 North Flagler Drive, 20th Floor
West Palm Beach, FL 33401
Telephone: 561-832-5900
Fax 561-833-4209
Primary e-mail: service@ciklinlubitz.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on the following this 8th day of September, 2014 by U.S. Mail unless otherwise indicated.



BRIAN M. O'CONNELL, ESQ.

Clifford B. Hark, Esq. HARK / BURKHALTER / YON, PL 2101 NW Corporate Blvd., Suite 220 Boca Raton, FL 33431 At Email: cliff@harklegal.com and service@harklegal.com	Susan Mast 9324 Ketay Cir., #1, Bldg. 5 Boca Raton, FL 33428
Dr. Stanley Bloom 10760 Northgreen Dr. Wellington, FL 33449	Ralph Vassallo 303 Lake Ave. South Nesconset, NY 11767
Dr. Phillip Heller, PSYD 2200 N.W. Corporate Blvd., #110 Boca Raton, FL 33431	Jacqueline S. Cantela 26 Parkside Ave. Miller Place, NY 11764
Gregory Calder 964 S.W. 13 th St. Boca Raton, FL 33486	Albert Vassallo, Jr. 28 Lafayette Ave. Lake Grove, NY 11755
Marie Vassallo-Castagnetta 433 Mills Rd., Unit 26 Calverton, NY LI 11933	

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO, SR.

PROBATE/GUARDIANSHIP DIV. "IX"
CASE NO. 502014GA000369XXXXSB

ORDER ON MOTION TO CANCEL AND RESET HEARING ON
PETITION FOR REMOVAL OF CO-TRUSTEES SCHEDULED FOR
DECEMBER 9, 2014 AT 9:30 a.m.

THIS CAUSE came before this Court on December 4, 2014 (8:45a.m./UMC hearing) on the Motion to Cancel and Reset Hearing on Petition for Removal of Co-Trustees Scheduled for December 9, 2014, which was filed on December 3, 2014 (hereinafter, "Motion"). The Court, having reviewed the Motion, having heard from counsel, and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED that

Denied

Final order - no more hearing on this matter. The matter is closed.

DONE AND ORDERED, in Chambers, in Delray Beach, Palm Beach

County, Florida, this ___ day of December, 2014.

SIGNED & DATED

David E. French
The Honorable David E. French
Circuit Judge

SHERI L. HAZELTINE & ASSOCIATES, P.A.

Attorney at Law

Member, National Academy of Elder Law Attorneys; Florida State Guardianship Association; Academy of Florida Elder Law Attorneys; South County Palm Beach County Bar Association; Palm Beach County Bar Association; Palm Beach County Guardianship Association; Justice Teaching Program; Florida's Voice on Developmental Disabilities, vice-president.

Admitted to the practice of law in Florida and Alaska

800 Palm Trail, Suite Three
Delray Beach, Florida 33483
(561) 243-4655 (office); (561) 243-6933 (fax)
sheri@hazeltinelaw.com

SENT VIA CERTIFIED MAIL, USPS, RETURN RECEIPT REQUESTED

October 14, 2014

Susan Mast
9324 Ketay Circle, Unit 1, Building 5
Boca Raton, Florida 33428

RE: *In re Guardianship of Albert Vassallo*
Case No.: 502014GA000369XXXXSB

Dear Ms. Mast,

I represent Elizabeth Savitt, the guardian for your father, Albert Vassallo. Ms. Savitt was appointed the guardian on September 9, 2014.

It has come to our attention that funds and items belonging to Mr. Vassallo or his trust were transferred or taken by you.

Specifically you transferred:

<u>Date</u>	<u>Amount</u>	<u>From Mr. Vassallo's account #</u>
November 15, 2013	\$50,000.00	Bank of America XXXX3886 partial withdraw of CD held in trust account.
April 7, 2014	\$13,760.16	Chase Bank XXXX3839, trust checking account withdrawal.
April 7, 2014		The emptying and removal of the contents of Mr. Vassallo's two (2) safe deposit boxes at Bank of America, 3311 West Hillsboro Blvd., Deerfield Beach FL 33442 and Bank United, 2201 W. Hillsboro Blvd., Deerfield Beach, FL 33442.
September 9, 2014	\$30,000.00	Chase Bank XXXX2772 check no. 109 to Susan Mast

September 9, 2014	\$25,000.00	Chase Bank XXXX2772 check no. 107 to Albert Vassallo Jr., signed by Susan Mast, to Albert Vassallo, Jr.
September 21, 2014	\$ 100.00	Chase Bank XXXX3839 check no. 1734 loan to Albert Vassallo, Jr.
October 2014		10 (ten) government bonds at \$1,000.00 each, which belong to Mr. Vassallo and were in his possession = \$10,000.00
Total: \$128,860.16		

In addition, transfers were made from Mr. Vassallo's trust accounts to an individual checking account opened by you and Albert Vassallo, Jr. on behalf of Albert Vassallo, with yourself and Albert Vassallo Jr. as the beneficiaries of the account:

September 8, 2014	\$50,000.00	Chase Bank XXXX3828. trust checking, transfer to acct. XXX2722
September 2, 2014	\$4,000.00	Chase Bank XXXX3839, trust checking, transfer to acct. XXXX2722

Finally, a vehicle belonging to Mr. Vassallo, specifically a 2009 Hyundai Elantra, fair market value approximately \$13,000.00, is missing and must be accounted for.

THEREFORE, PLEASE IMMEDIATELY PAY OR RETURN THE FOLLOWING:

1.) Payment in the amount of \$128,860.16 which represents Albert Vassallo's or his trust account's funds and his government bonds.

The foregoing total of **\$128,860.16** shall be paid by cash or bank check made payable to ELIZABETH SAVITT, guardian on behalf of ALBERT VASSALLO, for deposit into the ALBERT VASSALLO guardianship account, within 5 (five) days of the date of this letter

2.) Production of Mr. Vassallo's 2009 Hyundai vehicle or payment in the amount of \$13,000.00.

The foregoing vehicle shall be produced to the guardian Elizabeth Savitt within 5 (five) days of the date of this letter, or a total of **\$13,000.00** shall be paid by cash or bank check made payable to ELIZABETH SAVITT, guardian on behalf of ALBERT VASSALLO, for deposit into the ALBERT VASSALLO guardianship account, within 5 (five) days of the date of this letter.

3.) Return of the contents of Mr. Vassallo's safe deposit boxes contents taken from Bank of America, 3311 West Hillsboro Blvd., Deerfield Beach FL 33442, and Bank United, 2201 W. Hillsboro Blvd., Deerfield Beach, FL 33442.

The foregoing contents shall be returned to the guardian ELIZABETH SAVITT within 5 (five) days of the date of this letter.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

Attorney at Law

Member, National Academy of Elder Law Attorneys; Florida State Guardianship Association; Academy of Florida Elder Law Attorneys; South County Palm Beach County Bar Association; Palm Beach County Bar Association; Palm Beach County Guardianship Association; Justice Teaching Program; Florida's Voice on Developmental Disabilities, vice-president.

Dear Mr. Vassallo,

I represent Elizabeth Savitt, the guardian for your father, Albert Vassallo. Ms. Savitt was appointed the guardian on September 9, 2014.

It has come to our attention that funds were recently taken from Mr. Vassallo that belonged to him. Specifically, a total of **\$45,000.00** was transferred to you from Mr. Vassallo's accounts at

Therefore, please immediately pay the following debts:

1.) Payment in the amount of **\$25,000.00** which represents Albert Vassallo's funds that were transferred to you from Citicorp Bank account XXXX5559, check no. 1404 on or about April 18,

2.) Payment in the amount of **\$20,000.00** which represents Albert Vassallo's funds that were

ALBERT VASSALLO guardianship account, within 5 (five) days of the date of this letter

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: GUARDIANSHIP OF

DIVISION: IX

ALBERT VASSALLO.
_____ /

CASE NO. 502014GA000369XXXXSB

**PETITION FOR ORDER AUTHORIZING PAYMENT OF ATTORNEY'S
FEES AND EXPENSES**

Petitioner, Sheri L. Hazeltine, Esq. alleges:

1. Petitioner is an attorney engaged in the practice of law in Palm Beach County and elsewhere in the State of Florida.
2. Petitioner is the attorney for ELIZABETH SAVITT, the limited guardian of ALBERT VASSALLO (the Ward).
3. Petitioner has rendered legal services for the benefit of the Ward, from September 11th, 2014 to November 11th, 2014, as more fully described and set forth in the itemized schedule of services and expenses attached hereto as Exhibit A, for which petitioner has not been paid.
4. Petitioner's records indicate that during the period of time above mentioned in excess of 22.9 attorney hours and 4.0 paralegal hours have been devoted to the representation of the co-guardians of the Ward.
5. Based upon the criteria established by Section 744.108(2) of the Florida Guardianship Law, petitioner believes that a reasonable fee for the services performed by the petitioner during that period of time is:

Hourly rate:	\$	325.00
Atty. Hours worked:	\$	22.9
Paralegal rate:	\$	120.00
Paralegal Hrs. worked:	\$	4.0
Total fees:	\$	7922.50
Total costs:	\$	116.76

Total amount of Fees and Compensation: \$8,039.26

6. That this attorney's fees have a reasonable value of \$8,039.26.
7. That previous fees and costs have been billed in the amount of \$N/A.

WHEREFORE, Sheri L. Hazeltine, Esq. respectfully requests that this Court enter an Order awarding attorney fees and expenses provided on behalf of the Ward and made payable from the guardianship estate.

Under penalties of perjury I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

DATED this 12th day of November, 2014.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

By: 

Sheri L. Hazeltine, Esq.
Florida Bar No. 0674567
800 Palm Trail Plaza, Ste. 3
Delray Beach, Florida 33483
(561) 243-4655, Fax (561) 243-6933

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this Petition for Attorney's Fees was sent via E-Service to the following parties and/or persons of interest on this 12th day of November, 2014:

1.) **Clifford Hark, Esq.**, attorney for James Vassallo.

3301 N.W. Boca Raton Blvd.

Suite 200

Boca Raton 33431

(561) 955-0093 (office)

cliff.hark@harklegal.com

nina@harklegal.com

service@harklegal.com

2.) **Brian M. O'Connell, Esq.**, court appointed attorney

Ciklin Lubitz Martens & O'Connell

515 N. Flagler Dr., 20th Floor

West Palm Beach, FL 33401

(561) 832-5900 (office)

(561) 833-4209 (Fax)

Primary email: service@cilinlubitz.com

Secondary email: probateservice@cilinlubitz.com

3.) **Robert M. Trinkler, Esq.**, attorney for Susan Mast and Albert Vassallo, Jr.

SunTrust Center, Suite 1050

515 East Las Olas Boulevard

Fort Lauderdale, FL 3330

Office: ph.(954) 764-7273

Fax: ph.(954) 764-7274

Legal-service@athomaslaw.com

and via U.S.P.S. certified mail, return receipt requested, to the follow persons:

4.) Mr. Ralph Vassallo

303 Lake Avenue South

Nesconset, NY 11767

5.) Jacqueline S. Cantela

26 Parkside Avenue

Miller Place, NY 11764

6.) Marie Vassallo-Castagnetta

433 Mills Road, Unit #26

Calverton, NY 11933

By: 

Sheri L. Hazeltine, Esq.

Florida Bar No. 0674567

SHERI L. HAZELTINE & ASSOCIATES, P.A.

Attorney at Law

800 Palm Trail Plaza, Suite 3

Delray Beach, Florida 33483

Phone: 561-243-4655; Fax: 561-243-6933

sherl@hazeltinelaw.com

Member, National Academy of Elder Law Attorneys; Academy of Florida Elder Law Attorneys; Florida Guardianship Association; Palm Beach Guardianship Association; Florida Bar Association; Elder Law Section, Palm Beach County Bar Association; South Palm Beach County Bar Association; Florida's Voice on Developmental Disabilities; Admitted in Alaska and Florida.

Elizabeth Savitt, guardian.
501 N. Country Club Dr.
Atlantis, FL 33462

Invoice Date: November 11, 2014
Invoice Number: 11879
Invoice Amount: \$8,039.26

Case: *In re Guardianship of Albert Vassallo*
Case No.: 502014GA000369XXXXSB

Attorney Fees 22.9 Hours @ \$325/hr; Paralegal Fees 4.0 Hours @ \$120/hr.

9/11/2014	Receipt and review of order determining limited incapacity, letters of limited guardianship and order appointing limited guardian from guardian.	R.P.	.20	No Charge
9/11/2014	Prepare application and oath.	R.P.	.20	\$24.00
9/11/2014	Prepare e-mail to guardian attaching application and oath for her signature.	R.P.	.10	No Charge
9/11/2014	E-filed guardian's application and oath with Court, ref. #18145131. E-mailed to guardian.	R.P.	.20	No Charge
9/11/2014	Preparation of email to guardian asking her to forward information case.	R.P.	.10	No Charge
9/11/2014	Telephone call with Mr. Hark, Esq. regarding case.	S.L.H.	.10	\$32.50
9/11/2014	Review of order and letters appointing guardian.	S.L.H.	.10	\$32.50
9/12/2014	Travel to courthouse to obtain petition for appointment of guardian.	S.L.H.	.50	No Charge
9/12/2014	E-mailed petition for appointment of guardian to guardian.	R.P.	.10	No Charge
9/12/2014	Review of email from guardian requesting the preparation of a petition for authorization to open and access contents of safe deposit boxes located at Bank of America and Bank United near Century Village. Prep of response email. Preparation of petition as requested. Research of bank locations and addresses on internet. Finalized petition.	S.L.H.	.80	\$260.00
9/12/2014	Emailed draft petition to Client for review.	S.L.H.	.10	\$32.50
9/15/2014	Review of email from Client after her review of the draft petition. Issue regarding authority to access if there is more than one name on the box (i.e., joint lessees).	S.L.H.	1.00	\$325.00

	Additional research of statutes and caselaw regarding issue. Added additional language and statutes and rules to draft petition. Preparation of emailed letter to Client with attached copy of draft petition to open, access, and remove items from safe deposit boxes.			
9/16/2014	Prepare notice of appearance.	R.P.	.20	\$24.00
9/16/2014	Prepare draft initial guardianship plan and verified inventory.	R.P.	.50	\$60.00
9/16/2014	Re-sent email and attached draft petition to Client, asking if she rec'd it.	S.L.H.	.10	No Charge
9/16/2014	Review of draft annual plan and inventory docs. Asked paralegal to make change, then back to me for review.	S.L.H.	.10	\$32.50
9/16/2014	E-filed notice of appearance, ref. #18269512. E-mailed copy to Client.	R.P.	.20	No Charge
9/16/2014	E-mailed initial guardianship plan and verified inventory to	R.P.	.10	No Charge
9/16/2014	Review of email from Client requesting changes to the draft petition. Made changes.	S.L.H.	.10	\$32.50
9/16/2014	Emailed petition back to Client.	S.L.H.	.10	No Charge
9/16/2014	Telephone call from Client regarding draft petition. Transmitted information to atty. to make further changes.	R.P.	.10	\$12.00
9/16/2014	Made additional changes to petition.	S.L.H.	.10	\$32.50
9/16/2014	Emailed petition again to Client for her review.	S.L.H.	.10	No Charge
9/16/2014	Review of email from Client re final changes to draft document. Made changes and finalized for e-filing.	S.L.H.	.30	\$97.50
9/16/2014	Telephone call to Mr. Hark, Esq. He will cover hearing tomorrow at 8:45 am on filed motion.	S.L.H.	.20	\$65.00
9/16/2014	Preparation of email to Mr. O'Connell, Esq. with attached motion for his review. Asked whether he was in agreement or not.	S.L.H.	.10	\$32.50
9/16/2014	E-filed motion to inventory safe deposit box.	S.L.H.	.10	No Charge
9/16/2014	Forwarded copy of the e-filed motion to Client.	S.L.H.	.10	No Charge
9/16/2014	Preparation of draft order for hearing for tomorrow's hearing.	S.L.H.	.40	\$130.00
9/16/2014	Emailed draft Order to Client for review.	S.L.H.	.10	No Charge
9/16/2014	Review of email from Mr. Hark, Esq. asking for proposed Order. Prep of response email.	S.L.H.	.10	No Charge
9/16/2014	Emailed draft Order to Mr. Hark, Esq. for his review.	S.L.H.	.10	No Charge
9/17/2014	Review of rec'd Response to Limited Guardian's Motion for Authorization to Inventory and Safeguard Contents of Safe Deposit Boxes, filed by Clifford Hark, Esq., on behalf of James Vassallo.	S.L.H.	.10	\$32.50
9/18/2014	Receipt and review of response to guardian's motion for authorization to inventory and safeguard contents of safe deposit boxes.	R.P.	.10	No Charge
9/18/2014	Receipt and review of signed agreed order authorizing inventory of safe deposit boxes.	R.P.	.10	No Charge
9/22/2014	Receipt and review of signed initial guardianship plan.	R.P.	.10	No Charge
9/24/2014	E-filed initial guardianship plan, ref. #18604854. E-	R.P.	.20	No Charge

	mailed copy to guardian.			
9/24/2014	Review of initial plan. Signed and finalized for e-filing.	S.L.H.	.10	\$32.50
9/25/2014	Review of signed Order (agreed) authorizing Inventory of Safe Deposit Boxes Leased by the Ward; and Order Restricting Access of Co-Lessees to Safe Deposit Boxes Leased by the Ward.	S.L.H.	.10	\$32.50
9/25/2014	Telephone call with Client the guardian regarding the Ward's bank accounts and monies taken out of the account.	S.L.H.	.80	\$260.00
9/25/2014	Preparation of email to Client asking her for copies of bank statements she has received so far and accounts she has found out about.	S.L.H.	.10	\$32.50
9/25/2014	Preparation of email to Client asking her Ward's monthly income.	S.L.H.	.10	No Charge
9/25/2014	Review of Florida statutes regarding restricted depository accounts and requirements for Florida guardians for bonds and/or restricted accounts. Preparation of motion to amend the Order appointing limited guardian, to remove the requirement for a restricted depository account.	S.L.H.	1.00	\$325.00
9/25/2014	Emailed copy of draft motion to amend Order appointing limited guardian to Client for review.	S.L.H.	.10	No Charge
9/26/2014	Review of emails from Client responding to my prior emails and questions regarding the two motions. Made additions to draft Motion to Compel. Preparation of emailed letter to Client with attached new draft of the motion to compel.	S.L.H.	.50	\$162.50
9/26/2014	Review of Palm Beach County Property Appraiser's records showing Ms. Mast purchased condo in Nov. 2013 via Warranty Deed for \$188,000 and is sole owner of home. Preparation of email to Client with this information.	S.L.H.	.10	\$32.50
9/27/2014	Scanned in motion; E-filed motion.	S.L.H.	.40	No Charge
9/27/2014	Review of msg. from Client regarding date of hearing on motion. Preparation of response email.	S.L.H.	.10	No Charge
9/27/2014	Review of msg. from Client asking for preparation of draft Orders. Prep of response msg.	S.L.H.	.10	No Charge
9/27/2014	Scanned in; e-filed Motion to Amend Order appointing guardian.	S.L.H.	.40	No Charge
9/27/2014	Preparation of Order for Motion to Compel Financial Institutions to Provide Access to Financial Records; and Order on Motion to Direct Financial Institutions to Distribute any and all Funds of the Ward and/or of his trust to the guardian.	S.L.H.	.50	\$162.50
9/27/2014	Preparation of draft Amended Order Appointing Limited Guardian.	S.L.H.	.50	\$162.50
9/27/2014	Emailed copies of the draft Orders to Client for review.	S.L.H.	.10	No Charge
9/27/2014	Preparation of Notice of Hearing.	S.L.H.	.20	\$65.00
9/27/2014	E-filed Notice of hearing with clerk of court.	S.L.H.	.30	No Charge

9/27/2014	Preparation of emailed letter to Clifford Hark, Esq., with attached motions (2) and draft orders for his review.	S.L.H.	.10	\$32.50
9/27/2014	Preparation of emailed letter to Brian O'Connell, Esq., with attached e-filed motions (2) and draft Orders for his review, along with the copy of the Notice of Hearing.	S.L.H.	.10	\$32.50
9/29/2014	Telephone call from Clifford Hark, Esq. He and his client are in agreement with the motions.	S.L.H.	.10	\$32.50
9/29/2014	Telephone call from paralegal at Brian O'Connell's office regarding the two motions filed this week. He is in agreement with the two motions; he will not be there tomorrow.	R.P.	.10	No Charge
9/30/2014	Prepare e-mail to Clifford Hark, Esq. and Brian O'Connell, Esq. attaching amended agreed order appointing limited guardian and agreed order to compel financial institutions to provide access to accounts to guardian.	R.P.	.10	No Charge
9/30/2014	Attendance at court hearing in front of the Honorable Circuit Judge David French on the filed motions. Court signed both Orders.	S.L.H.	.30	\$97.50
9/30/2014	Obtained certified copies of Orders (two) from court hearing this morning.	S.L.H.	.10	\$32.50
9/30/2014	Meeting with guardian after court hearing to discuss case and to transfer certified copies of two Orders to her.	S.L.H.	.30	\$97.50
9/30/2014	Emailed copy of draft demand letter to Mrs. Mast to guardian for review.	S.L.H.	.10	No Charge
10/7/2014	Telephone call from Client stating that Chase Bank still refuses to assist her in accessing the Ward's account, even though it has been almost a week since we obtained the court order. Asked her to send me the phone number for the bank and person she spoke to. Review of msg with 800# for Chase. Telephone call to Chase Bank - received Customer Service for national office - she asked that I give her the social security number or the branch office for Mr. Vassallo. Msg. back to Client asking for branch office or ss# so I can find out who to contact at branch.	S.L.H.	.20	\$65.00
10/8/2014	Review of email from Client with the information about the Chase Bank branch office.	S.L.H.	.10	No Charge
10/8/2014	Telephone call to Chase Bank, and spoke to Norma. Asked for phone number of Legal Dept. She said she could not give it out, but said she had spoke to 3 members of the legal dept. and none would approve the Order signed by the court. Told her Chase Bank was in contempt of a court's order. She said her mgr. and the legal dept. would call me back soon. Telephone call to Ms. Savitt to report what bank stated. Recommended we file a motion for contempt of court against Chase Bank, and she was in agreement. She said the branch that Mr. Vasallo dealt with was on Hillsboro Blvd. in Deerfield	S.L.H.	.30	\$97.50

Beach.				
10/8/2014	Prepare petition to remove co-trustees.	R.P.	.50	\$60.00
10/8/2014	Prepare draft motion for contempt for attorney review.	R.B.	.50	\$60.00
10/9/2014	Review of draft motion for contempt. Made changes to it. Emailed copy to Client Ms. Savitt.	S.L.H.	.10	\$32.50
10/9/2014	Review of email from Client regarding changes to the demand letters. Made changes to demand letters.	S.L.H.	.30	\$97.50
10/9/2014	Emailed revised demand letter to Client for review.	S.L.H.	.10	No Charge
10/9/2014	Review of email from Client regarding copies of financial statements. Preparation of response email stating we need the copies of statements.	S.L.H.	.10	No Charge
10/10/2014	Meeting in person with Client Ms. Savitt to discuss case and transactions from Mr. Vassallo's accounts.	S.L.H.	1.00	\$325.00
10/11/2014	Review of email from Ms. Savitt. Worked on demand letters in light of the new financial information from Client yesterday.	S.L.H.	1.00	\$325.00
10/11/2014	Preparation of email to Client with attached draft demand letters.	S.L.H.	.10	No Charge
10/11/2014	Preparation of email to Client asking her for a copy of the revocable trust agreement, along with all amendments.	S.L.H.	.10	No Charge
10/11/2014	Further work on the draft petition for removal of co-trustees of Mr. Vassallo's trust.	S.L.H.	.50	\$162.50
10/11/2014	Emailed copy of the new draft petition to Client for review.	S.L.H.	.10	No Charge
10/13/2014	Telephone call from Client regarding meeting for teleconference with Mr. Hark; review of email from Mr. Hark regarding meeting this afternoon. Preparation of response email stating I could meet after 1 pm today.	S.L.H.	.10	No Charge
10/13/2014	Review of email from Client Ms. Savitt approving letter to Albert Jr. Preparation of response email.	S.L.H.	.10	\$32.50
10/13/2014	Telephone call from Mr. Hark, Esq. for teleconference (approx. 3:30pm). Unable to contact Client for teleconference; he will try again tomorrow.	S.L.H.	.10	No Charge
10/14/2014	Sent demand letter to Mr. Albert Vassallo, Jr. Letter has 5 day deadline.	S.L.H.	.10	No Charge
10/14/2014	Emailed copy of demand letter to Albert Vassallo Jr. to Client; letter to be sent out today via USPS, certified mail.	S.L.H.	.10	No Charge
10/14/2014	Dr. Bloom called and will be sending us a copy of his examining committee bill to forward to the guardian.	R.B.	.10	No Charge
10/14/2014	Telephone call with Client Ms. Savitt. Teleconference with Mr. Hark, Esq. and Ms. Savitt regarding petition to file. Telephone call with Ms. Savitt.	S.L.H.	.30	\$97.50
10/15/2014	Preparation of email to Client asking her for the physical location of the Bank of America SDB, as there are 2 locations on Hillsboro. Need this information for the petition and letter.	S.L.H.	.10	\$32.50
10/15/2014	Further work on the draft petition for removal of trustees and demand letter to Ms. Mast, as per discussion with	S.L.H.	.60	\$195.00

	Client and Mr. Hark yesterday afternoon on teleconference. Preparation of emailed letter to Mr. Hark, with attached petition for removal of trustees and the demand letter for Ms. Mast.			
10/16/2014	Telephone call with Client Ms. Savitt regarding demand letter and petition for removal of trustee. Client asked for changes in documents.	S.L.H.	.60	\$195.00
10/16/2014	Further work on the draft petition for removal of trustees and demand letter to Ms. Mast, in light of corrections and changes req'd by Client.	S.L.H.	1.00	\$325.00
10/16/2014	Emailed Client the new draft petition and demand letter.	S.L.H.	.10	No Charge
10/16/2014	Preparation of email to Client reminding of due date for verified inventory, with attached copy of inventory form.	S.L.H.	.10	\$32.50
10/16/2014	Review of email from Client Ms. Savitt stating she approved the petition for removal and demand letter to Ms. Mast.	S.L.H.	.10	No Charge
10/16/2014	Emailed Client copy of the petition for removal, and asked Client to sign and return signature page.	S.L.H.	.10	No Charge
10/16/2014	Mailed demand letter to Susan Mast, via USPS, certified mail, return receipt requested.	R.B.	.10	No Charge
10/20/2014	Preparation of email to Client asking for signed signature page for petition.	S.L.H.	.10	No Charge
10/20/2014	Receipt of signed green card showing demand letter was rec'd by Susan Mast on Saturday October 18, 2014.	S.L.H.	.10	No Charge
10/20/2014	Preparation of email to Client with scanned in copy of the green card rec'd showing delivery of letter to Ms. Mast.	S.L.H.	.10	No Charge
10/20/2014	E-filed the petition for removal of trustees with the clerk of court.	S.L.H.	.25	No Charge
10/20/2014	Emailed copy of the e-filed petition for removal of trustees to Client Ms. Savitt.	S.L.H.	.10	No Charge
10/21/2014	Review of clerk of court docket, to see if the petition was assigned a docket # yet so we can get a court hearing. Noticed that Robert Trinkler, Esq. filed a Notice of Appearance. Forwarded copy of the docket entry to Client.	S.L.H.	.10	\$32.50
10/21/2014	Telephone call to Mr. Trinkler, Esq.; left phone msg. asking him to send me a copy of his notice of appearance and designation of email addresses. Forwarded copy of court docket entries to Client; Preparation of email to Mr. Trinkler asking him to send us copies of his notice of appearance and notice of email designation.	S.L.H.	.10	\$32.50
10/21/2014	Receipt of signed green card showing service of the demand letter to Albert Vassallo, Jr.	R.P.	.10	No Charge
10/21/2014	Review of email from Mr. Trinkler, Esq. stating he would have his paralegal send us copies tomorrow, and that he would speak to his client about communication with the guardian. Prep of response email. Forwarded his email to Client Ms. Savitt.	S.L.H.	.10	\$32.50

10/25/2014	Finalized petition to compel repayment from Albert Vassalo Jr. and completed Notice of Confidential Information; E-filed with clerk of court.	S.L.H.	.10	\$32.50
10/25/2014	E-filed petition to compel payment from Susan Mast; completion and e-filing of Notice of Confidential Information.	S.L.H.	.10	\$32.50
10/25/2014	Emailed copies of the e-filed petitions and notices of confidential information to Client.	S.L.H.	.10	No Charge
10/27/2014	Telephone message left with Judge French's JA to see if December 2nd at 1:30 was still available on petition for removal of co-trustees.	R.P.	.10	No Charge
10/27/2014	Receipt of verified inventory. Gave to attorney for review.	R.P.	.10	No Charge
10/27/2014	Work on review of draft Inventory prepared by guardian. Made additions.	S.L.H.	.50	\$162.50
10/28/2014	Receipt and review of e-mails from counsel. Everyone is available on December 9th at 9:30 for our petition for removal of co-trustees.	R.P.	.10	No Charge
10/28/2014	Telephone call to Judge French's JA inquiring if the December 9th date was still available which it was. Booked the date and time with her.	R.P.	.10	\$12.00
10/28/2014	Prepare Order Setting Hearing.	R.P.	.20	\$24.00
10/28/2014	Telephone call to Judge French's JA to obtain a one hour hearing on the petitions of compel Albert Vassallo, Jr. and Susan Mast to re-pay funds. Was informed we need to write a letter to Judge French enclosing the petitions and he will decide if a one hour hearing is necessary. Relayed the message to Ms. Hazeltine who stated that 30 minutes would be okay.	R.P.	.10	\$12.00
10/29/2014	Telephone call to Judge French's JA to obtain dates and times for our petitions to compel.	R.P.	.10	\$12.00
10/29/2014	Prepare e-mail to all parties giving them the dates and times for our petitions to compel. Asked them to please let us know their availability by this afternoon.	R.P.	.10	\$12.00
10/29/2014	Receipt and review of e-mails from counsel. All attorneys are available on November 24th at 1:30 p.m. for the petitions to compel.	R.P.	.10	No Charge
10/29/2014	Telephone call to Judge French's JA securing the November 24th date at 1:30 p.m.	R.P.	.10	\$12.00
10/29/2014	Prepare e-mail to counsel telling them that we have secured the November 24th date. Told them to put it in their calendars and they would shortly be receiving the Order Setting Hearing.	R.P.	.10	\$12.00
10/29/2014	Prepare Order Setting Hearing on petitions to compel.	R.P.	.20	\$24.00
10/29/2014	Further work on review of draft inventory. Made changes and additions.	S.L.H.	.40	\$130.00
10/30/2014	Telephone call from Client. Discussion of case and visit today to Ms. Mast. Telephone call again from Client re:	S.L.H.	.20	\$65.00

	her meeting with Ms. Mast today.			
10/30/2014	Review of draft verified inventory. Made changes and additions.	S.L.H.	2.10	\$682.50
10/30/2014	Emailed inventory to Client again for her review.	S.L.H.	.10	No Charge
11/1/2014	Review of email from Client with info. on Prudential stock to add to inventory. Prep of response email. Review of second email regarding petitions to compel repayment. Preparation of response email.	S.L.H.	.10	\$32.50
11/6/2014	Prepare e-mail to James Vassallo attaching the Order Setting Hearing on petition to remove co-trustees.	R.P.	.10	\$12.00
11/6/2014	Receipt and review of e-mail from Ms. Savitt. She will not be able to attend the 12/9 hearing; however she will attend by phone.	R.P.	.10	No Charge
11/6/2014	Receipt and review of Order approving initial guardianship plan.	S.L.H.	.10	\$32.50
11/9/2014	Review of email and attachment from Client regarding the addition of Prudential stock at ComputerShare. Prep of response email asking her the date of this value. Review of email and attachment from Client regarding additional information regarding the demand letter to Ms. Mast. Preparation of response email.	S.L.H.	.10	\$32.50
11/11/2014	Prepare e-mail to Ms. Savitt attaching the e-filed verified inventory and the clerk's receipt in the amount of \$88.00.	R.P.	.10	No Charge
11/11/2014	Prepare e-mail to James Vassallo attaching the verified inventory.	R.P.	.10	No Charge
11/11/2014	Receipt and review of motion to withdraw filed by Clifford Hark, Esq.	R.P.	.10	No Charge
11/11/2014	Prepare e-mail to Ms. Savitt and James Vassallo attaching Clifford Hark, Esq.'s motion to withdraw.	R.P.	.10	No Charge
11/11/2014	Receipt of attorney fee petition from Clifford Hark, Esq.	R.P.	.10	No Charge
11/11/2014	Prepare e-mail to Ms. Savitt and James Vallasso attaching attorney fee petition from Clifford Hark, Esq.	R.P.	.10	No Charge
SUBTOTAL:			35.65	\$7,922.50

Costs

9/30/2014	Cost for certified copies of two (2) orders.			\$8.00
10/14/2014	Certified mail postage for letter to Albert Vassallo, Jr.			\$6.49
10/16/2014	Cost of mailing demand letter to Susan Mast, certified mail, return receipt req'd.			\$6.49
10/28/2014	Postage for mailing petition to remove co-trustees and order setting hearing to Judge French and postage for self-addressed, stamped envelopes for all parties.			\$5.18
11/4/2014	Postage for mailing petitions to compel, order setting hearing and self-addressed stamped envelopes to Judge French's JA.			\$5.60
11/10/2014	E-File Verified Inventory; Reference # for this filing is 20411091.			\$85.00
SUBTOTAL:				\$116.76

TOTAL: \$8,039.26

11-13-14

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

CASE NO.: 502014GA000369XXXXSB (IX)

IN RE: GUARDIANSHIP OF

ALBERT VASSALLO,
Ward.

_____ /

PETITION FOR PAYMENT OF ATTORNEYS' FEES AND COSTS
[June 26, 2014 through November 13, 2014]

The Petitioner, CLIFFORD B. HARK, Esquire, of HARK | BURKHALTER | YON, PL, as counsel for JAMES VASSALLO, who is the ward, ALBERT VASSALLO'S, son and the **Petitioner in the Mental Health and Guardianship cases, as well as the Successor Co-Trustee of the Albert Vassallo Revocable Trust Agreement U/A/D 2/17/2009, hereby files his Petition for Payment of Attorneys' Fees and Cost [June 26, 2014 through November 13, 2014] and says:**

1. The Petitioner is a law firm engaged in the practice of law in Palm Beach County and elsewhere in the State of Florida.

2. The Petitioner has rendered services and incurred costs for the benefit of the Limited Guardianship of ALBERT VASSALLO from June 26, 2014 through November 13, 2014 as more fully described and set forth in the itemized schedule of services and costs attached hereto as **Composite Exhibit "A"**, for which the Petitioner has been partially paid.

4. The Petitioner's records indicate that during the period of the time mentioned above, 33.99 hours have been devoted to the representation of the Limited Guardianship of ALBERT VASSALLO, Ward [an additional .85 hours was expended, but not billed to the Guardianship]. Clifford B. Hark, Esquire, billed 18.98 hours [an additional .75 hours was expended, but not

billed to the Guardianship]; Laura Bourne Burkhalter, Esquire, billed .91 hours; and the Paralegals for HARK | BURKHALTER | YON, PL billed 13.10 hours [an additional .10 hours was expended, but not billed to the Guardianship]. The Limited Guardianship is being billed at an hourly rate of \$375.00 per hour for time expended by Clifford B. Hark, Esquire and Laura Bourne Burkhalter, Esquire, and \$125.00 per hour for time expended by the Paralegals for HARK | BURKHALTER | YON, PL.

5. Based upon the criteria set forth in Florida Statute Section §744.108, the Petitioner believes that a reasonable fee for the ordinary and extraordinary services performed during the period of time listed above is \$9,006.75, together with costs in the amount of \$705.44, less a retainer fee of \$5,000.00, for a total amount of \$4,712.19 due and owing to HARK | BURKHALTER | YON, PL.

WHEREFORE, the Petitioner, CLIFFORD B. HARK, Esquire of HARK | BURKHALTER | YON, PL, requests that an Order be entered, awarding the Petitioner the following: (i) a reasonable fee for the services rendered by the Petitioner for the benefit of the Limited Guardianship in the amount of \$9,006.75, together with costs in the amount of \$705.44, less a retainer fee of \$5,000.00, for a total amount of \$4,712.19 due and owing to HARK | BURKHALTER | YON, PL; (ii) directing the Petitioner to be paid the sum of \$4,712.19 from the

assets of the Ward's Estate; and (iii) granting any and all other relief this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to: Sheri L. Hazeltine, Esquire, Sheri L. Hazeltine & Associates, P.A., 800 Palm Trail, Suite 3, Delray Beach, Florida 33483 [sheri@hazeltinelaw.com / randee@hazeltinelaw.com / rex@hazeltinelaw.com] and Brian O'Connell, Esquire, and Joielle A. Foglietta, Esquire, Ciklin Lubitz Martens & O'Connell, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 [service@ciklinlubitz.com / probateservice@ciklinlubitz.com / dreed@ciklinlubitz.com] by e-service through the Florida Courts E-Filing Portal on this 13 day of November, 2014.

Respectfully submitted,

HARK | BURKHALTER | YON, PL
Attorneys for the Guardian of Property
2101 N.W. Corporate Blvd., Suite 220
Boca Raton, Florida 33431
Telephone: (561) 995-1800
Facsimile: (561) 995-1801
Email: Cliff@harklegal.com
Secondary: Laura@harklegal.com
Tertiary: Service@harklegal.com

By: _____



CLIFFORD B. HARK, ESQ.
FLORIDA BAR NO.: 301590

**HARK BURKHALTER YON, PL
 ATTORNEYS AT LAW
 2101 NW CORPORATE BLVD., SUITE 220
 BOCA RATON, FLORIDA 33431**

**TELEPHONE: (561) 995-1800
 FACSIMILE: (561) 995-1801**

James Vassallo
 107 Westbury, Bldg E
 Deerfield Beach, Florida 33442

Aug 06, 2014

File #: Vassallo

RE: Guardianship of Albert Vassallo Inv #: 15459

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-26-14	Initial meeting w/ Client [NO CHARGE]	0.58	0.00	CBH
Jul-07-14	Meeting w/ Client; Review Guardianship procedures	0.75	262.50	CBH
Jul-10-14	Preparation for and Meeting w/ Client & Betsy Savitt; Directions to Paralegal	1.17	409.50	CBH
	Prepare pleadings for incapacity and Guardianship Cases; Directions to Paralegal; Directions to Paralegal	1.83	686.25	CBH
Jul-15-14	Review and correct pleadings to open Guardianship; Correspondence to Financial Institutions	1.66	581.00	CBH
Jul-17-14	Meeting w/ Client; Review of financials w/ Paralegal	0.50	187.50	CBH
Jul-31-14	Telecon w/ Client; Telecon w/ Betsy Savitt; Review file; E-mail to Atty O'Connell; Review and correct letters to Financial Institutions; Directions to Paralegal; Telecon w/ Atty Crispin	0.83	311.25	CBH
Aug-05-14	Telecon with Optimum Bank regarding Accounts; Follow up with Paralegal	0.42	157.50	CBH
	Telecon with Client; Follow up with Atty Hark; Follow up with Hearing Date	0.17	21.25	BMC
Totals		7.91	\$2,616.75	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	7.74	\$335.34	\$2,595.50

Brittany Carraro	0.17	\$125.00	\$21.25
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DISBURSEMENTS

		Disbursements	Receipts
Jul-15-14	Retainer-ck#132 \$5,000.00		5,000.00
Jul-24-14	Court Fees - Incapacity Filing	238.96	
	Court Fees - Guardianship Filing	413.03	
		<hr/>	<hr/>
Totals		\$651.99	\$5,000.00
			<hr/>
	Total Fees & Disbursements		\$0.00
	Previous Balance		\$0.00
	Payments Received	\$0.00	\$0.00
			<hr/>
	Balance of Retainer	\$1,731.26	
			<hr/>
	Balance Due Now		\$0.00

**HARK BURKHALTER YON, PL
ATTORNEYS AT LAW
2101 NW CORPORATE BLVD., SUITE 220
BOCA RATON, FLORIDA 33431**

**TELEPHONE: (561) 995-1800
FACSIMILE: (561) 995-1801**

James Vassallo
107 Westbury, Bldg E
Deerfield Beach, Florida 33442

Sep 16, 2014

File #: Vassallo

RE: Guardianship of Albert Vassallo Inv #: 15556

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-06-14	Review file; Directions to Paralegal	0.42	157.50	CBH
	Review File; Prepare Motion for Continuance of Incapacity Hearing for both Mental Health and Guardianship Case; Prepare Orders for Motion for Continuance of Incapacity Hearing for both Mental Health and Guardianship Case; Prepare Notice on Unavailability for both Mental Health and Guardianship Case; Prepare Spread sheet for Bank Accounts; Send package to Client with Mental Health Pleadings	2.00	250.00	BMC
	Telecon w-Client re-Financial Accounts; Review w-Atty Hark	0.17	21.25	SW
Aug-11-14	Review Stanley Bloom, MD's Report; Telecon w/ Client; Telecon w/ Atty O'Connell & follow up e-mail; Review and Correct Motion for Continuance and Order; Directions to Paralegal	0.58	217.50	CBH
	Prep for Hearing with Atty Hark	0.17	21.25	BMC
	Review instructions from Atty Hark; Follow up w/ Paralegal	0.17	21.25	EBH
Aug-12-14	Attendance at Hearing; Follow up E-mail to Atty O'Connell; Directions to Paralegal	1.50	562.50	CBH
	Review and correct Notice of Unavailability	0.17	63.75	CBH
	Follow directions from Atty Hark; Prepare letter to Committee Members with Order; Prepare Letter to Susan with Order; Follow up with Atty Hark	0.75	93.75	BMC
	Meeting with Atty Hark; Send e-mail to Client with Letters and Orders; Follow up with File; Send Packages to Examining Committee Members	0.75	93.75	BMC
Aug-13-14	Review and correct letters to Examining Committee Members;	0.17	63.75	CBH
Aug-14-14	Follow up with E-Portal and Emails regarding Acceptance of Pleading; Follow up with Atty Hark; Follow up with File	0.25	31.25	BMC

Aug-19-14	Review correspondence from Bank of America; Follow up w/ Atty Hark; Follow up w/ Paralegal; Follow up w/ file	0.17	21.25	EBH
Aug-20-14	Review Phil Heller, PsyD's Report; E-mail to Betsy Savitt; E-mail to Atty O'Connell and Client; Review letter from Financial Institutions	0.33	123.75	CBH
	Review File; Follow up with Examining Committee Members and Reports; Prepare Spreadsheet; Follow up with Atty Hark	0.75	93.75	BMC
Aug-26-14	Telecon with Ralph Vassallo regarding Guardianship and File; Send e-mail to Atty Hark	0.33	41.25	BMC
Sep-03-14	Review file; Telecon w/ Ralph Vassallo; Telecon w/ Client	0.25	93.75	CBH
Sep-08-14	Review File; Prepare Order and Letters of Guardianship; Telecon with Mental Health Clerk regarding Report from Examining Committee Member; Prepare File for Court with Atty Hark; Prepare Spreadsheet with Reports	3.00	375.00	BMC
Sep-09-14	Review and correct drafts of Orders; Attendance at Court; Follow up w/ Clerk; Follow up w/ all Parties	2.58	967.50	CBH
	Follow directions from Atty Hark regarding Oath and Hearing; Follow up with File	0.50	62.50	BMC
	Meeting with Atty Hark regarding Hearing; Follow up with File; Send Orders to Clients; Follow up with Bank Accounts	1.00	125.00	BMC
Sep-10-14	Telecon w/ Client; Telecon w/ Ralph Vassallo; Follow up e-mail to Betsy Savitt	0.25	93.75	CBH
Sep-11-14	Review E-Service of Pleadings; Follow up with File and Atty Hark	0.25	31.25	BMC
Sep-12-14	Review file; E-mail to Guardian	1.00	375.00	CBH
	Totals	17.51	\$4,001.25	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	7.25	\$375.00	\$2,718.75
Brittany Carraro	9.75	\$125.00	\$1,218.75
Elissa B. Holder	0.34	\$125.00	\$42.50
Sierra White	0.17	\$125.00	\$21.25

DISBURSEMENTS

	Disbursements	Receipts
	Postage	9.21
Sep-04-14	39 Copies @ \$.20/Copy	7.80

Totals		<u>\$17.01</u>	<u>\$1,731.26</u>
Total Fees & Disbursements			\$2,287.00
Previous Balance			\$0.00
Payments Received	\$0.00		\$0.00
Balance of Retainer	\$0.00		
Balance Due Now			\$2,287.00

**HARK BURKHALTER YON, PL
ATTORNEYS AT LAW
2101 NW CORPORATE BLVD., SUITE 220
BOCA RATON, FLORIDA 33431**

**TELEPHONE: (561) 995-1800
FACSIMILE: (561) 995-1801**

James Vassallo
107 Westbury, Bldg E
Deerfield Beach, Florida 33442

Oct 23, 2014

File #: Vassallo

RE: Guardianship of Albert Vassallo Inv #: 15691

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-11-14	Directions from Atty Hark; Pick up Court Order from Courthouse	0.75	93.75	CW
Sep-16-14	Telecon w/ Atty Hazeltine; Review Motion ref. SDB; Review and correct proposed Orders	0.42	157.50	CBH
Sep-17-14	Review pleading filed by Atty Hazeltine; Follow up w/ Paralegal; Follow up w/ file	0.08	30.00	CBH
	Attendance at Court; Follow up w/ Ex-Parte Clerk Tehera Smith; Prepare Response to Motion ref. SDB	1.83	686.25	CBH
	Directions to Paralegal ref Response to Limited Guardian's Motion to Inventory Ward's SDB; eFile and eServe Response; Telecon and emails with Tehera, ExParte Case Manager	1.33	498.75	CBH
Sep-26-14	Review file w/ Atty Burkhalter	0.25	93.75	CBH
	Review file with Atty Hark	0.25	93.75	LBB
Oct-14-14	Telecon with Dr. Stanley Bloom; Follow up with File regarding Order to net payroll Examining Committee Members; Follow up with Atty Hark	0.25	31.25	BMC
Totals		5.16	\$1,685.00	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	3.91	\$375.00	\$1,466.25
Laura Bourne Burkhalter	0.25	\$375.00	\$93.75

Brittany Carraro	0.25	\$125.00	\$31.25
Cecilia White	0.75	\$125.00	\$93.75

DISBURSEMENTS

		Disbursements	Receipts
Sep-17-14	Court Fees - Certified Copy	4.00	
	Court Fees - Certified Copies	24.84	
Sep-23-14	Photocopies 38 x \$.20	7.60	
		<hr/>	<hr/>
Totals		\$36.44	\$0.00
			<hr/>
	Total Fees & Disbursements		\$1,721.44
	Previous Balance		\$2,287.00
	Payments Received	\$0.00	\$0.00
	Balance of Retainer	\$0.00	
	Balance Due Now		<hr/> \$4,008.44

**HARK BURKHALTER YON, PL
ATTORNEYS AT LAW
2101 NW CORPORATE BLVD., SUITE 220
BOCA RATON, FLORIDA 33431**

**TELEPHONE: (561) 995-1800
FACSIMILE: (561) 995-1801**

James Vassallo
107 Westbury, Bldg E
Deerfield Beach, Florida 33442

Nov 13, 2014

File #: Vassallo
RE: Guardianship of Albert Vassallo Inv #: 15708

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-20-14	Review Atty Hazeltine's pleadings; Follow up w/ Atty Burkhalter [NO CHARGE - 20 Minutes]	0.17	63.75	CBH
	Review of documents filed by Atty Hazeltine; Follow-up email and meeting w-Atty Hark;	0.66	247.50	LBB
Oct-23-14	Directions to paralegal ref. Ward's E/P Docs	0.08	30.00	CBH
	Telecon with Atty Hazeltine's Office regarding Estate Planning Documents; Follow up with Atty Hark	0.33	41.25	BMC
Oct-27-14	Review E-Service of Pleadings; Follow up with File and Paralegal	0.08	30.00	CBH
Oct-28-14	Review emails from Guardian's Attorney; Directions to Paralegal ref. sending e-mail confirming dates	0.08	30.00	CBH
Oct-29-14	Review e-mail from Atty Hazeltine's Office; Follow up with Calendar; Send reply e-mail	0.17	21.25	BMC
Nov-05-14	Draft Pet for Atty Fees [NO CHARGE]	0.10	0.00	CW
Nov-06-14	Telecon w/ Client [NO CHARGE]	0.17	0.00	CBH
Nov-10-14	Prepare M/ Withdraw; E-mail to all Parties	0.25	93.75	CBH
	Review File; Prepare Motion to Withdraw; Prepare Order to Withdraw; Prepare Letter to Judge with Proposed Order; Follow up with Atty Hark	1.17	146.25	BMC

Totals

3.26

\$703.75

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	0.83	\$298.19	\$247.50
Laura Bourne Burkhalter	0.66	\$375.00	\$247.50
Brittany Carraro	1.67	\$125.00	\$208.75
Cecilia White	0.10	\$0.00	\$0.00

Total Fees & Disbursements

\$703.75

Previous Balance

\$4,008.44

Payments Received

\$0.00

\$0.00

Balance of Retainer

\$0.00

Balance Due Now

\$4,712.19

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

FURTHER AGREEMENT

The Parties shall execute a more formalized settlement agreement.

OTHER AGREEMENTS

If requested, the Guardian shall represent to the Court that she does not believe it is in the best interest of the Ward for any of his family to serve as his trustee.

DISMISSALS

All pending motions or petitions shall be dismissed, except for the Petition to Remove Trustees.

ATTORNEYS' FEES

All Parties shall bear their own attorneys fees and costs.

This will be further reduced to a written agreement with attached form promissory notes and amortization schedule.

FO
WT
1/2/12

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 1st day of
December, 2014.

12/1/14
Date

 - GDN
ELIZABETH SAVITT, Guardian


12/1/14
Date


ROBERT HAUSER, ESQ., attorney for Savitt

Date


SUSAN MAST

12/1/14
Date


ROBERT TRINKLER, ESQ., Attorney for Mast
and VASSALLO, JR. - Susa

Date


BRIAN M. O'CONNELL, Court Appointed
Counsel for the Ward.

Retired Judge Jack Cook
Mediator

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBIX

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement ("Agreement") is made this ____ day of December, 2014 by and among the Parties listed below, for and in consideration of the mutual promises and releases made herein, the receipt and adequacy of which is acknowledged by all Parties hereto:

PARTIES:

Petitioner, Elizabeth Savitt, as Guardian of the Person and Property of Albert Vassallo, Sr., ("Guardian" and "Ward" respectively) represented by Robert Hauser, Esq. ("Mr. Hauser")

Respondents, Susan Mast ("Susan") and Albert Vassallo, Jr., ("Al, Jr.") represented by Robert Trinkler, Esq. ("Mr. Trinkler")

Court Appointed Counsel for the Ward, Brian M. O'Connell, Esq. ("Counsel")

WHEREAS, ALBERT VASSALLO, SR. was adjudicated incapacitated limited on September 9, 2014 and Letters of Guardianship were issued to the Guardian on September 9, 2014;

WHEREAS, the Guardian filed a Petition to Compel Susan to Re-pay Funds and Return Property of the Ward and a Petition to Compel Al, Jr. to Re-pay Funds Belonging to the Ward on October 25, 2014;

WHEREAS, a hearing on the above petitions was held November 24, 2014, at which

time the Parties were directed to participate in a mediation which then took place on December 1, 2014 with retired Judge Jack Cook acting as mediator;

WHEREAS, the Parties desire to resolve the various disputes in the above referenced Guardianship, so as to avoid the continued expense and uncertainty of litigation and do so as follows:

AGREEMENT

1. **ALBERT VASSALLO, JR.**

Al Jr. will execute a promissory note for \$45,000 to the Guardian at the rate of 4% per annum with interest. The balance due under the note is payable at the earlier of : (1) the death of the Ward or (2) under a 15-year amortization schedule. The first payment is due January 1, 2015. The entire note balance is secured by Al Jr.'s expected inheritance /trust distribution. The note, amortization schedule and security agreement shall be in the form set forth in Exhibit "A" Composite attached hereto.

2. **SUSAN MAST**

Susan will execute a promissory note for \$54,000 to the Guardian at the rate of 4% per annum with interest. Upon the maturity of the note, an additional payment of \$2,160 shall be made which represents accrued interest from November 15, 2013 to present. The note is payable at the earlier of: (1) the death of the Ward, or (2) under 15-year amortization schedule. The first payment is due January 1, 2015. The entire note balance is secured by Susan's expected inheritance/trust distribution. The note, amortization schedule and security agreement shall be in the form set forth in Exhibit "B" Composite attached hereto.

3. ELECTRONIC WITHDRAWALS

Susan will separately execute a promissory note for \$8,000 to the Guardian at the rate of 4% per annum with interest accruing from September 9, 2014. The note is payable at the earlier of: (1) the death of the Ward or (2) pursuant to a 15 year amortization schedule. The first Payment is due January 1, 2015. The entire note balance is secured by Susan's expected inheritance/trust distribution. The note, amortization schedule and security agreement shall be in the form set forth as Exhibit "C" Composite attached hereto.

This promissory note will be held, in escrow, by the Guardian unless and until the Guardian has determined in good faith and in her sole discretion that Susan has failed to account for the \$8,128.00 in electronic withdrawals listed below or if the withdrawals did not benefit the Ward:

\$1,482.68	December 11, 2013
1,288.25	February 12, 2014
1,298.44	May 28, 2014
2,254.31	July 20, 2014
1,504.32	August 2014

If the Guardian determines that the withdrawals benefited the Ward, she will return the original signed \$8,000 note to Susan. If the Guardian chooses to enforce the note, she will give written notice to Susan through her attorney, Mr. Trinkler, of the decision to enforce the note and the amounts due, adjusted based on the amounts, if any, that benefited the Ward. Susan will present her evidence of the use of the funds within 30 days of the date of this agreement.

4. EXPENSES

During the time the Ward resides with Susan, the parties agree on a current expense budget of \$820.00 monthly, based on the following:

Bus Company Tops	\$ 140.00
Health and cosmetics, depends, razor, Vitamins	150.00

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

Petty cash for movies/personal	80.00
Food	450.00
Total	\$ 820.00

less bus fare if paid by the Guardian.

The parties also agree on the \$2,083 per month payment to Susan as compensation for care of the Ward, if and so long as the current care schedule continues (5 hours of care x 6 days per week; 8 hours on Sunday)

5. RELEASES

All Parties shall exchange mutual general releases including (in all fiduciary capacities, including, but not limited to, attorney-in-fact, trustee, and/or guardian) except as to the Parties performance of this agreement. Such Releases shall be in the form set forth as Exhibit "D" attached hereto.

6. OTHER AGREEMENTS

If requested, the Guardian shall represent to the Court that she does not believe it is in the best interest of the Ward for any of his family to serve as his trustee.

7. DISMISSALS

All pending motions or petitions shall be dismissed, except for the Petition to Remove Trustees.

8. ATTORNEYS' FEES

All Parties shall bear their own attorneys fees and costs.

ADDITIONAL PROVISIONS

9. ENFORCEMENT

The Court presiding over the above-styled action shall retain jurisdiction to enforce the terms of this Agreement until such time as it has been fully performed.

10. ADDITIONAL DOCUMENTS

The Parties agree to cooperate in the preparation, execution and delivery of whatever additional documents, if any, that may be reasonably required to effectuate the intents and purposes of this Agreement.

11. COMPROMISE

The Parties expressly acknowledge that any payment, agreement, promise, exchange, or other consideration provided in connection with this Agreement is made or accepted solely for the purpose of settlement and compromise.

12. ENTIRE AGREEMENT

This Agreement, including Exhibits, constitutes the entire agreement and understanding between the Parties, and supersedes any prior agreements or understandings between the Parties. No amendment to this Agreement may be made except by a written instrument executed by all Parties to this Agreement and approved by the Court presiding over the Palm Beach action. Any attempted oral modification of this Agreement shall be void.

13. CONSTRUCTION OF TERMS

The language of this Agreement shall in all cases be construed in its entirety, according to its fair meaning, and not strictly for or against any party, as the parties hereto jointly participated in the preparation of this Agreement.

14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

15. NOTICE

Any notice required under this Agreement shall be provided to the following by U.S. Mail and by e-mail as follows:

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

a. Notices to Elizabeth Savitt:

Robert J. Hauser
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor Guaranty Building | West Palm Beach, FL 33401
West Palm Beach, FL 33401
hauser@Pankauskilawfirm.com

b. Notices to Susan Mast and Albert Vassallo, Jr.:

Robert M. Trinkler, Esq.
Adrian Philip Thomas, P.A.
Sun Trust Center, Suite 1050
legal-service@athomaslaw.com

c. Notices to Brian M. O'Connell:

Joielle Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
Service@ciklinlubitz.com

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. Agreement by all parties is necessary for this Agreement to bind any of the parties. Facsimile copies of this Agreement shall be treated as an original.

17. BINDING EFFECT

This agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the parties hereto. Terms worded in the masculine include the feminine and terms worded in the feminine include the masculine, and terms worded in the singular include the plural and terms worded in the plural include the singular, and terms worded in the neuter include feminine, masculine, singular and plural, in each case as the context of this Agreement admits or requires.

Jan. 8. 2015 10:51AM

No. 8158 P. 8

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incompacitated
Case No. 502014GA0003697XXXXSDX

18. COURT APPROVAL REQUIRED

All Parties will use their best efforts to have this Agreement approved by the Court and adopted as a judgment thereof. This Paragraph shall become effective on the date this Agreement is executed by the last of the Parties. The remainder of this Agreement will become effective upon Court approval; if the Court declines to approve this Agreement, then it shall not become effective and no Party will have or incur any further duties hereunder.

The undersigned hereby agree to the terms and conditions of the foregoing Agreement.

WITNESS WHEREOF, the Parties have hereunto set their hands and seals this ____ day
of December, 2014.

Date

ELIZABETH SAVITT, Guardian of the Person and
Property of Albert Vassallo, Sr.

Witnesses:

Print name:

Print name:

Date

ROBERT HAUSER, ESQ., attorney for Savitt

Witnesses:

Print name:

Print name:

1-8-15
Date

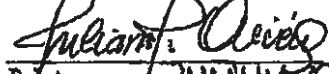
Susan Mast
SUSAN MAST


Witnesses:

Jan. 8. 2015 10:51AM

No. 8158 P. 9

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXBEX


Print name: JULIANA OLIVEIRA


Print name: MACKENZIE GORBUN

Date ALBERT VASSALLO, JR.

Witnesses:
Print name: _____
Print name: _____

Date ROBERT TRINKLER, ESQ., Attorney for Mast
and Vassallo, Jr.

Witnesses:
Print name: _____
Print name: _____

Date BRIAN M. O'CONNELL, Court Appointed
Counsel for the Ward.

Witnesses:
Print name: _____
Print name: _____

JAN. 9. 2012 3:41PM

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA0003697000SBDC

Print name: _____

Print name: _____

Date _____


ALBERT VASSALLO, JR.

Witnesses:

Print name: _____

Print name: _____

Date _____

ROBERT TRINKLER, ESQ., Attorney for Mast
and Vassallo, Jr.

Witnesses:

Print name: _____

Print name: _____

Date _____

BRIAN M. O'CONNELL, Court Appointed
Counsel for the Ward.

Witnesses:

Print name: _____

Print name: _____

I Did not like this Agreement

3 4

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBIX

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement ("Agreement") is made this ____ day of December, 2014 by and among the Parties listed below, for and in consideration of the mutual promises and releases made herein, the receipt and adequacy of which is acknowledged by all Parties hereto:

PARTIES:

Petitioner, Elizabeth Savitt, as Guardian of the Person and Property of Albert Vassallo, Sr., ("Guardian" and "Ward" respectively) represented by Robert Hauser, Esq. ("Mr. Hauser")

Respondents, Susan Mast ("Susan") and Albert Vassallo, Jr., ("Al, Jr.") represented by Robert Trinkler, Esq. ("Mr. Trinkler")

Court Appointed Counsel for the Ward, Brian M. O'Connell, Esq. ("Counsel")

WHEREAS, ALBERT VASSALLO, SR. was adjudicated incapacitated limited on September 9, 2014 and Letters of Guardianship were issued to the Guardian on September 9, 2014;

WHEREAS, the Guardian filed a Petition to Compel Susan to Re-pay Funds and Return Property of the Ward and a Petition to Compel Al, Jr. to Re-pay Funds Belonging to the Ward on October 25, 2014;

WHEREAS, a hearing on the above petitions was held November 24, 2014, at which

(3) **RIGHT OF SALE**: It is agreed that the Creditor shall have the right to sell such pledged property at public sale in Palm Beach County, Florida or where such property is located as determined in the sole and absolute discretion of Creditor, provided, however:

(a) No sale shall be made before the maturity of the said Obligation, the giving by Creditor of notice of default, and the expiration of all times to cure any failure of performance although time periods shall be concurrent and not consecutive;

(b) The Creditor shall give to the Debtor written notice of such sale at least thirty (30) days prior to the date of such sale. The written notice shall fix the time and place at which such sale shall be held. The notice may be served upon the Debtor either by personal delivery or by certified mail directed to the Debtor at the address given below, or as may be directed in writing to Creditor. Such notice shall be effective on the date of the personal delivery thereof to the Debtor or the date it is received by Debtor if sent by U.S. mail, or the date of postmark if actually received by Debtor if sent by U.S. mail, certified, return receipt requested. Said time shall be computed by excluding the first day and including the last day;

(c) Such sale shall vest in the purchaser the legal and equitable title to said property free and clear of any right, title, interest or right of redemption of the Debtor;

(d) At such sale the Creditor may become the purchaser of said property; and

(e) The proceeds of such sale, shall be applied pro tanto in payment of the said Obligation to the Creditor. If the proceeds of such sale are insufficient to pay in full said Obligation, the Debtor shall promptly pay the balance then due, and in the event the proceeds of such sale be in excess of the amount due the Creditor, the surplus shall be paid to the Debtor. All the provisions of the Florida Uniform Commercial Code shall govern this transaction.

(4) **REMEDIES**: The method of sale herein provided for the enforcement of this pledge shall not be deemed exclusive of all other legal or equitable rights or remedies which may be available to Creditor for the enforcement of this Security Pledge Agreement.

3. ELECTRONIC WITHDRAWALS

Susan will separately execute a promissory note for \$8,000 to the Guardian at the rate of 4% per annum with interest accruing from September 9, 2014. The note is payable at the earlier of: (1) the death of the Ward or (2) pursuant to a 15 year amortization schedule. The first Payment is due January 1, 2015. The entire note balance is secured by Susan's expected inheritance/trust distribution. The note, amortization schedule and security agreement shall be in the form set forth as Exhibit "C" Composite attached hereto.

This promissory note will be held, in escrow, by the Guardian unless and until the Guardian has determined in good faith and in her sole discretion that Susan has failed to account for the \$8,128.00 in electronic withdrawals listed below or if the withdrawals did not benefit the Ward:

\$1,482.68	December 11, 2013
1,288.25	February 12, 2014
1,298.44	May 28, 2014
2,254.31	July 20, 2014
1,504.32	August 2014

If the Guardian determines that the withdrawals benefited the Ward, she will return the original signed \$8,000 note to Susan. If the Guardian chooses to enforce the note, she will give written notice to Susan through her attorney, Mr. Trinkler, of the decision to enforce the note and the amounts due, adjusted based on the amounts, if any, that benefited the Ward. Susan will present her evidence of the use of the funds within 30 days of the date of this agreement.

4. EXPENSES

During the time the Ward resides with Susan, the parties agree on a current expense budget of \$820.00 monthly, based on the following:

Bus Company Tops	\$ 140.00
Health and cosmetics, depends, razor, Vitamins	150.00

4

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

Petty cash for movies/personal	80.00
Food	450.00
Total	\$ 820.00

less bus fare if paid by the Guardian.

The parties also agree on the \$2,083 per month payment to Susan as compensation for care of the Ward, if and so long as the current care schedule continues (5 hours of care x 6 days per week; 8 hours on Sunday)

5. RELEASES

All Parties shall exchange mutual general releases including (in all fiduciary capacities, including, but not limited to, attorney-in-fact, trustee, and/or guardian) except as to the Parties performance of this agreement. Such Releases shall be in the form set forth as Exhibit "D" attached hereto.

6. OTHER AGREEMENTS

If requested, the Guardian shall represent to the Court that she does not believe it is in the best interest of the Ward for any of his family to serve as his trustee.

7. DISMISSALS

All pending motions or petitions shall be dismissed, except for the Petition to Remove Trustees.

8. ATTORNEYS' FEES

All Parties shall bear their own attorneys fees and costs.

ADDITIONAL PROVISIONS

9. ENFORCEMENT

The Court presiding over the above-styled action shall retain jurisdiction to enforce the terms of this Agreement until such time as it has been fully performed.

10. ADDITIONAL DOCUMENTS

The Parties agree to cooperate in the preparation, execution and delivery of whatever additional documents, if any, that may be reasonably required to effectuate the intents and purposes of this Agreement.

11. COMPROMISE

The Parties expressly acknowledge that any payment, agreement, promise, exchange, or other consideration provided in connection with this Agreement is made or accepted solely for the purpose of settlement and compromise.

12. ENTIRE AGREEMENT

This Agreement, including Exhibits, constitutes the entire agreement and understanding between the Parties, and supersedes any prior agreements or understandings between the Parties. No amendment to this Agreement may be made except by a written instrument executed by all Parties to this Agreement and approved by the Court presiding over the Palm Beach action. Any attempted oral modification of this Agreement shall be void.

13. CONSTRUCTION OF TERMS

The language of this Agreement shall in all cases be construed in its entirety, according to its fair meaning, and not strictly for or against any party, as the parties hereto jointly participated in the preparation of this Agreement.

14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

15. NOTICE

Any notice required under this Agreement shall be provided to the following by U.S. Mail and by e-mail as follows:

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

a. Notices to Elizabeth Savitt:

Robert J. Hauser
Pankauski Law Firm PLLC
120 South Olive Avenue
7th Floor Guaranty Building | West Palm Beach, FL 33401
West Palm Beach, FL 33401

b. Notices to Susan Mast and Albert Vassallo, Jr.:

Robert M. Trinkler, Esq.
Adrian Philip Thomas, P.A.
Sun Trust Center, Suite 1050

c. Notices to Brian M. O'Connell:

Joielle Foglietta, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. Agreement by all parties is necessary for this Agreement to bind any of the parties. Facsimile copies of this Agreement shall be treated as an original.

17. BINDING EFFECT

This agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the parties hereto. Terms worded in the masculine include the feminine and terms worded in the feminine include the masculine, and terms worded in the singular include the plural and terms worded in the plural include the singular, and terms worded in the neuter include feminine, masculine, singular and plural, in each case as the context of this Agreement admits or requires.

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

Case No.: 502014GA000369XXXSBIX

GUARDIANSHIP OF
ALBERT VASSALLO, Sr.

MEDIATOR'S REPORT

COMES NOW, the undersigned certified Mediator from ARC Mediation, and reports to this Honorable Court:

The Mediation was held on December 1, 2014, the result of which was:

Agreement

No agreement

Plaintiff attorney to file Mediator Report

Defense attorney to file Mediator Report



Jack Cook, Certified Circuit Civil Mediator
ARC Mediation

Copies Furnished to: All parties

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBIX

MEDIATED TERM SHEET

This Term Sheet is made this 1st day of December, 2014 by and among the Parties listed below, for and in consideration of the mutual promises and releases made herein, the receipt and adequacy of which is acknowledged by all Parties hereto.

On this the 1st day of December, 2014, the Parties (collectively "Parties"):

Petitioner, Elizabeth Savitt, as Guardian of the Person and Property of Albert Vassallo, Sr., represented by Robert Hauser, Esq.

Respondents, Susan Mast and Albert Vassallo, Jr., represented by Robert Trinkler, Esq.

Court Appointed Counsel for the Ward, Brian M. O'Connell, Esq.

desire to resolve the various disputes in the above referenced Guardianship of Albert Vassallo, Sr., Incapacitated Ward ("Guardianship" and "Ward" respectively) so as to avoid the continued expense and uncertainty of litigation and do so as follows:

ALBERT VASSALLO, JR. ("AL JR.")

Al Jr. will execute a promissory note for \$45,000 to Elizabeth Savitt, as Guardian of Albert Vassallo at 4% per annum with interest.

Note is payable at the earlier of (1) death of Al Sr., or (2) under a 15-year amortization schedule. First Payment is due January 1, 2015. Entire balance is secured by Al Jr.'s expected



- e. The parties agreed on a current expense budget (“Expenses”) of \$820 per month (subject to adjustments) and payment of \$2,083 per month as compensation to Susan Mast for care of the Ward, if the then-current schedule continues.
- f. The parties agreed to exchange mutual general releases except as to the performance of this agreement.
- g. The Guardian consented to represent to the Court that it is not in the best interests of the Ward for any of his family to serve as his trustee.
- h. Attorneys’ fees are borne by the parties.

8. The Court concurs with the Guardian’s judgment that it is in the best interest of the Ward for the Court to ratify the Mediated Term Sheet. An agreement will largely avoid the legal expense from the guardianship which would be associated with litigation on the merits. Furthermore, the Court accepts the Guardian’s testimony that the Mediated Term Sheet represents a fair and reasonable compromise regarding obligations owed to the Ward. *See Fla. Stat. §744.441(2), (10).*

9. Accordingly, the Court will ratify the Guardian’s execution of the Mediated Term Sheet and any prospective written formalized agreement with the same material terms.

Whether to bring a suit on the Mediated Term Sheet or, if necessary, on the merits.

10. As of the date of filing the instant Petition, the Ward’s two adult children who agreed to the Mediated Term Sheet have not complied with the mediated terms. Their counsel has now moved to withdraw.

11. Accordingly, the Guardian seeks authorization vis-à-vis Fla. Stat. §744.441(11), to bring a civil action against Al Jr. and Susan to enforce the Mediated Term Sheet. *See Fla. Stat. §744.441(11).*

12. Section §744.441(11) provides in relevant part:

After obtaining approval of the court pursuant to a petition for authorization to act [...] a guardian of the property [...] may:

(11) **Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties.** (emphasis supplied)

13. The Court concurs that the Guardian has a fiduciary obligation to protect the Ward's person and property. As a result, it is appropriate for the Guardian and beneficial to the Ward for her to institute proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet, and to otherwise protect, marshal, and secure the Ward's revocable trust and assets which would be available for his benefit.

14. For these reasons, the Court authorizes the Guardian to institute civil proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet.

15. If the Mediated Term Sheet cannot be enforced in civil court, the Guardian alternatively requests court authorization to sue Susan and Al Jr. in the Civil Division. According to the Guardian, the Ward had claims to recover substantial funds that are allegedly the property of the Ward; to void transfers of the Ward's property that were allegedly undertaken at a time when he lacked capacity; and to address those instances in which Susan and Al Jr. have allegedly exploited or taken advantage of the Ward both before and after the Guardianship. These are the claims that the Guardian attempted to settle at mediation with the Mediated Term Sheet.

16. The Court concurs that the Guardian has a good faith basis to pursue these claims. If the Mediated Term Sheet cannot be enforced in civil court, then the Ward will still have claims against Susan and Al Jr. and it is therefore in the best interest of the Ward's estate to take legal action to recover it.

**Whether to amend and fund the Ward's Revocable Trust
in accordance with Fla. Stat. §744.441(17) and/or (19).**



17. The Ward maintained assets pursuant to the Albert Vassallo Revocable Trust Agreement (the "Revocable Trust"). When he became incapacitated, three of his children (James, Susan, and Al Jr.) became the successor co-Trustees. On September 30, 2014, this Court directed all financial institutions to distribute and/or transfer immediately all of the ward's funds, including accounts belonging to the Revocable Trust, to the guardianship account on behalf of the Ward.

18. The Guardian has averred, however, that the Revocable Trust is a reasonable alternative mechanism for the Ward's assets (1) to be used during life and (2) to pass to his heirs outside of probate as an estate planning mechanism. ~~Two of the co-Trustees, however, are Susan and Al Jr. (i.e., the proposed defendants in the claims discussed above). Because of their adverse position to the Ward and the Guardian, the Court concurs that they should not continue to serve as co-trustee. Similarly, the Court concurs that the third co-Trustee, James, is hostile to his siblings and vice-versa as a result of this litigation and that he will not serve objectively as a co-Trustee.~~

19. ~~Accordingly, it is in the Ward's best interest to be rid of any inter-family disputes over the Trust and for the Guardian to serve as the sole Trustee of the Revocable Trust, funded with the Ward's assets pursuant to section 744.441(17) and (19), for the remainder of the Ward's life. Therefore, the Court grants authorization to the Guardian to amend the Ward's revocable trust and to name herself as sole Trustee pursuant to the provisions Fla. Stat. §744.441(19).~~

20. The Ward could have amended his own Revocable Trust and replaced the named successor co-Trustees at will and at any time, but for the adjudication of his incapacity and the appointment of the Guardian in this captioned cause. See Fla. Stat §736.0402(1)(a); *Jasser v. Saddeh*, 97 So. 3d 241 (Fla. 4th DCA 2012). Under subsection (19), the Guardian may now do so in the Ward's place.

WHEREFORE, it is ORDERED AND ADJUDGED as follows:

- (1) the Guardian may execute the Mediated Term Sheet and the formal written agreement as contemplated;
- (2) the Guardian may institute civil breach of contract proceedings against Al Jr. and Susan for their breach of the Mediated Term Sheet, or, if needed, to alternatively sue them to recover property on behalf of the Ward;
- (3) the Guardian may amend the Ward's Revocable Trust by replacing the named co-Trustees and naming herself as sole Trustee;
- (4) the Guardian may fund the Revocable Trust by transferring all or substantially all of the Ward's accounts to the Revocable Trust; and
- (5) The Court reserves jurisdiction to enforce this order and to order payment of the Guardian's fees and those of her counsel.

DONE AND ORDERED, in Chambers, in Delray Beach, Palm Beach County, Florida, this

_____ day of February, 2015.

The Honorable David E. French
Circuit Court Judge

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2013 CA 016492 XXXX MB

DONALD E. CLARK II and JILL MARIE CLARK
Plaintiff,

vs.

DELRAY SECURITY, INC., a Florida Corporation doing business as Sunn Security; **ALARM PARTNERS, LLC.** a
Florida limited liability company; and **TELULAR CORPORATION**, a foreign corporation,
Defendant.

MEDIATOR'S REPORT

COMES NOW, the undersigned certified Mediator from ARC Mediation, and reports to this Honorable Court:

The Mediation was held on December 3, 2014, the result of which was:

Agreement

No agreement

- Plaintiff attorney to file Mediator Report
- Defense attorney to file Mediator Report



Jack Cook, Certified Circuit Civil Mediator
ARC Mediation

Copies Furnished to: All parties

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail/e-service upon: **Sheri L. Hazeltine, Esquire**, 800 Palm Trail, Suite 3, Delray Beach, FL 33483 (sheriahazeltinelaw.com), **Brian M. O'Connell, Esquire**, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 (service@cklinlubitz.com, probateservice@cklinlubitz.com), **Robert M. Trinkler, Esquire**, SunTrust Center, Suite 1050, 515 East Las Olas Boulevard, Fort Lauderdale, FL 33301 (legal-services@athomaslaw.com) and **James Vassallo** via e-mail (james.vassallo@yahoo.com) and via regular U.S. mail to: **Ralph Vassallo**, 303 Lake Avenue South, Nesconset, NY 11767, **Jacqueline S. Cantela**, 26 Parkside Ave., Miller Place, NY 11764 and **Marie Vassallo-Castagnette**, 433 Mills Rd., Unit #26, Calverton NY 11933, this 27th day of January, 2015.

PANKAUSKI LAW FIRM PLLC
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0900
courtfilings@pankauskilawfirm.com

By: /s/ Robert J. Hauser
Robert J. Hauser
Florida Bar No.: 55141

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

Case No.: 502014GA000369XXXXSBIX

GUARDIANSHIP OF
ALBERT VASSALLO, Sr.

MEDIATOR'S REPORT

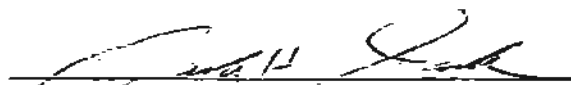
COMES NOW, the undersigned certified Mediator from ARC Mediation, and reports to this Honorable Court:

The Mediation was held on December 1, 2014, the result of which was:

Agreement

No agreement

- Plaintiff attorney to file Mediator Report
- Defense attorney to file Mediator Report



Jack Cook, Certified Circuit Civil Mediator
ARC Mediation

Copies Furnished to: All parties

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBX

MEDIATED TERM SHEET

This Term Sheet is made this 1st day of December, 2014 by and among the Parties listed below, for and in consideration of the mutual promises and releases made herein, the receipt and adequacy of which is acknowledged by all Parties hereto.

On this the 1st day of December, 2014, the Parties (collectively "Parties"):

Petitioner, Elizabeth Savitt, as Guardian of the Person and Property of Albert Vassallo, Sr., represented by Robert Hauser, Esq.

Respondents, Susan Mast and Albert Vassallo, Jr., represented by Robert Trinkler, Esq.

Court Appointed Counsel for the Ward, Brian M. O'Connell, Esq.

desire to resolve the various disputes in the above referenced Guardianship of Albert Vassallo, Sr., Incapacitated Ward ("Guardianship" and "Ward" respectively) so as to avoid the continued expense and uncertainty of litigation and do so as follows:

ALBERT VASSALLO, JR. ("AL JR.")

Al Jr. will execute a promissory note for \$45,000 to Elizabeth Savitt, as Guardian of Albert Vassallo at 4% per annum with interest.

Note is payable at the earlier of (1) death of Al Sr., or (2) under a 15-year amortization schedule. First Payment is due January 1, 2015. Entire balance is secured by Al Jr.'s expected



- e. The parties agreed on a current expense budget (“Expenses”) of \$820 per month (subject to adjustments) and payment of \$2,083 per month as compensation to Susan Mast for care of the Ward, if the then-current schedule continues.
 - f. The parties agreed to exchange mutual general releases except as to the performance of this agreement.
 - g. The Guardian consented to represent to the Court that it is not in the best interests of the Ward for any of his family to serve as his trustee.
 - h. Attorneys’ fees are borne by the parties.
8. The Court concurs with the Guardian’s judgment that it is in the best interest of the Ward for the Court to ratify the Mediated Term Sheet. An agreement will largely avoid the legal expense from the guardianship which would be associated with litigation on the merits. Furthermore, the Court accepts the Guardian’s testimony that the Mediated Term Sheet represents a fair and reasonable compromise regarding obligations owed to the Ward. See Fla. Stat. §744.441(2), (10).

9. Accordingly, the Court will ratify the Guardian’s execution of the Mediated Term Sheet and any prospective written formalized agreement with the same material terms.

Whether to bring a suit on the Mediated Term Sheet or, if necessary, on the merits.

10. As of the date of filing the instant Petition, the Ward’s two adult children who agreed to the Mediated Term Sheet have not complied with the mediated terms. Their counsel has now moved to withdraw.

11. Accordingly, the Guardian seeks authorization vis-à-vis Fla. Stat. §744.441(11), to bring a civil action against Al Jr. and Susan to enforce the Mediated Term Sheet. See Fla. Stat. §744.441(11).

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After obtaining approval of the court pursuant to a petition for authorization to act [...] a guardian of the property [...] may:

(11) **Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties.** (emphasis supplied)

13. The Court concurs that the Guardian has a fiduciary obligation to protect the Ward's person and property. As a result, it is appropriate for the Guardian and beneficial to the Ward for her to institute proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet, and to otherwise protect, marshal, and secure the Ward's revocable trust and assets which would be available for his benefit.

14. For these reasons, the Court authorizes the Guardian to institute civil proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet.

15. If the Mediated Term Sheet cannot be enforced in civil court, the Guardian alternatively requests court authorization to sue Susan and Al Jr. in the Civil Division. According to the Guardian, the Ward had claims to recover substantial funds that are allegedly the property of the Ward; to void transfers of the Ward's property that were allegedly undertaken at a time when he lacked capacity; and to address those instances in which Susan and Al Jr. have allegedly exploited or taken advantage of the Ward both before and after the Guardianship. These are the claims that the Guardian attempted to settle at mediation with the Mediated Term Sheet.

16. The Court concurs that the Guardian has a good faith basis to pursue these claims. If the Mediated Term Sheet cannot be enforced in civil court, then the Ward will still have claims against Susan and Al Jr. and it is therefore in the best interest of the Ward's estate to take legal action to recover it.

**Whether to amend and fund the Ward's Revocable Trust
in accordance with Fla. Stat. §744.441(17) and/or (19).**



17. The Ward maintained assets pursuant to the Albert Vassallo Revocable Trust Agreement (the "Revocable Trust"). When he became incapacitated, three of his children (James, Susan, and Al Jr.) became the successor co-Trustees. On September 30, 2014, this Court directed all financial institutions to distribute and/or transfer immediately all of the ward's funds, including accounts belonging to the Revocable Trust, to the guardianship account on behalf of the Ward.

18. The Guardian has averred, however, that the Revocable Trust is a reasonable alternative mechanism for the Ward's assets (1) to be used during life and (2) to pass to his heirs outside of probate as an estate planning mechanism. **Two of the co-Trustees, however, are Susan and Al Jr. (i.e., the proposed defendants in the claims discussed above). Because of their adverse position to the Ward and the Guardian, the Court concurs that they should not continue to serve as co-trustee. Similarly, the Court concurs that the third co-Trustee, James, is hostile to his siblings and vice versa as a result of this litigation and that he will not serve objectively as a co-Trustee.**

19. **Accordingly, it is in the Ward's best interest to be rid of any inter-family disputes over the Trust and for the Guardian to serve as the sole Trustee of the Revocable Trust, funded with the Ward's assets pursuant to section 744.441(17) and (19), for the remainder of the Ward's life. Therefore, the Court grants authorization to the Guardian to amend the Ward's revocable trust and to name herself as sole Trustee pursuant to the provisions Fla. Stat. §744.441(19).**

20. The Ward could have amended his own Revocable Trust and replaced the named successor co-Trustees at will and at any time, but for the adjudication of his incapacity and the appointment of the Guardian in this captioned cause. See Fla. Stat §736.0402(1)(a); *Jasser v. Saddeh*, 97 So. 3d 241 (Fla. 4th DCA 2012). Under subsection (19), the Guardian may now do so in the Ward's place.

WHEREFORE, it is ORDERED AND ADJUDGED as follows:

- (1) the Guardian may execute the Mediated Term Sheet and the formal written agreement as contemplated;
- (2) the Guardian may institute civil breach of contract proceedings against Al Jr. and Susan for their breach of the Mediated Term Sheet, or, if needed, to alternatively sue them to recover property on behalf of the Ward;
- (3) the Guardian may amend the Ward's Revocable Trust by replacing the named co-Trustees and naming herself as sole Trustee;
- (4) the Guardian may fund the Revocable Trust by transferring all or substantially all of the Ward's accounts to the Revocable Trust; and
- (5) The Court reserves jurisdiction to enforce this order and to order payment of the Guardian's fees and those of her counsel.

DONE AND ORDERED, in Chambers, in Delray Beach, Palm Beach County, Florida, this

_____ day of February, 2015.

The Honorable David E. French
Circuit Court Judge



THE LAW OFFICES OF
ADRIAN PHILIP THOMAS P.A.

Adrian P. Thomas, LL.M., J.D.
Michele M. Thomas, Esq.
Daniel A. McCowan, Esq.*
Robert M. Trinkl, Esq.

Jonathan W. Bridges, Esq.**
Jeffrey S. Burton, Esq.
Victor D. Orduela, Esq.
Raymond Paparella, Esq.

* Also admitted in Ohio and Pennsylvania
** Also admitted in North Carolina

January 2, 2015

Robert J. Hauser, Esquire
Pankauski Law Firm, PLLC
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401

Re: Guardianship of Albert Vassallo, Sr.
Our File No. 2579-001

Dear Mr. Hauser:

First and foremost, I wish to extend a happy and healthy new year to you.

This morning, I was able to speak with my clients and I have been informed that I will be receiving a fully executed copy of the Settlement Agreement and Releases for delivery to you by Tuesday, January 6, 2015.

Regarding the approximate \$8,128.00 in electronic withdrawals as referenced in paragraph 3 of the Settlement Agreement, enclosed please find documentation supporting payments of expenses on behalf of the ward. The details of these transactions are as follows:

1. December 11, 2013 - \$1,482.68;

Hartford Auto Insurance	\$153.02
Chase credit card	\$864.67
AT&T	\$ 32.46
FP&L	\$ 22.32
Seacrest Service/Condo	\$196.21
Seacrest Service/Condo	\$116.00
Seacrest Service/Condo	\$ 98.00

2. February 12, 2014 - \$1,288.25;

Chase credit card	\$707.27
FP&L	\$ 17.75
Seacrest Service/Condo	\$196.21
Seacrest Service/Condo	\$116.00

	Seacrest Service/Condo	\$ 98.00
	Hartford Auto Insurance	\$153.02
<hr/>		
3. May 28, 2014 - \$1,598.44;		
	Seacrest Service/Condo	\$196.21
	Seacrest Service/Condo	\$116.00
	Seacrest Service/Condo	\$ 98.00
	Hartford Auto Insurance	\$153.02
	Chase credit card	\$761.85
	FP&L	\$ 23.36
	Transfer to Ward	\$250.00
4. July 14, 2014 - \$2,254.31;		
	Seacrest Service/Condo	\$ 196.21
	Seacrest Service/Condo	\$ 116.00
	Seacrest Service/Condo	\$ 98.00
	Hartford Auto Insurance	\$ 202.90
	Chase credit card	\$1,365.83
	FP&L	\$ 25.37
	Transfer to Ward	\$ 250.00
5 August 14, 2014 - \$1,504.32;		
	Seacrest Service/Condo	\$196.21
	Seacrest Service/Condo	\$116.00
	Seacrest Service/Condo	\$ 98.00
	Chase credit card	\$803.59
	FP&L	\$ 40.52
	Transfer to Ward	\$250.00

For your clarification we are providing photocopies of the bank statements that support these electronic transfers. It is my clients' contention that all of these funds were exclusively for the benefit of the ward. Should your client require any further back-up, she should request same directly from the payees as my client no longer has access to this information since she is not the guardian. It is my understanding that your client is in possession of all of this information already, including the Chase credit card statements. It is our position that we have fully complied with the terms of paragraph 3 of the Settlement Agreement and request that your client confirm that there is no longer a need for Susan Mast to separately execute a Promissory Note for the \$8,128.00 and to exclude this paragraph from the agreement. In the event this is not correct, we request that you advise us of same immediately and provide us with additional time to respond to any further questions or concerns that your client may have.

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

IN RE:

PROBATE DIVISION IX

CASE NO. 502014GA000369XXXXSB

GUARDIANSHIP OF
ALBERT VASSALLO, SR.

Incapacitated Person.

ORDER ON GUARDIAN'S VERIFIED PETITION FOR DIRECTION TO ACT

THIS CAUSE came before this Court on February 13, 2015 on the Guardian's Verified Petition for Direction to Act, which was filed on January 27, 2015 (hereinafter, "Petition"). The Court, having reviewed the Petition, having heard argument from counsel, reviewed the file and being otherwise fully advised, finds as follows:

Background

1. Elizabeth Savitt (the "Guardian"), pursuant to Fla. Stat. §744.447, has petitioned this Court for the entry of an order authorizing her to act. The Guardian was appointed on September 9, 2014, as the limited guardian of the person and property for the captioned Ward.
2. Shortly thereafter, in October of 2014, the Guardian sought to compel the return of certain of the Ward's funds and property from the Ward's adult children, Albert Vasallo, Jr. ("Al Jr.") and Susan Mast ("Susan").
3. Prior to a hearing on these contentious matters, the parties participated in court-directed mediation.
4. On December 1, 2014, the Guardian, Al Jr., Susan, and the Ward's court-appointed counsel participated in the referenced mediation before the Honorable Jack Cook (retired). The mediation resulted in a signed agreement (the "Mediated Term Sheet").

5. The Mediated Term Sheet contains all of the material terms of an agreement. Nevertheless, it expressly states that the Mediated Term Sheet is to be reduced to a formal written agreement and that promissory notes are to be executed by Al Jr. and by Susan.

6. After the Mediated Term Sheet was executed, counsel for the Guardian and for Susan and Al Jr. agreed on the form of a settlement agreement and promissory notes. However, as of the date of filing the instant Petition, both of the Ward's adult children who are parties to it, Al Jr. and Susan, have either refused to execute or refused to deliver the signed formalized agreement. They also will not deliver the promissory notes required by the mediated terms. Their counsel, Robert Trinkler, Esq., has now moved to withdraw.

Whether to Authorize the Mediated Term Sheet.

7. Pursuant to Fla. Stat. §744.447 and Fla. Stat. §744.441(2), (10) and (11), the Guardian seeks this Court's approval and authorization for her execution of such Mediated Term Sheet (and for the prospective execution of such written formalized agreement as was contemplated therein). The Mediated Term Sheet, summarized, provides as follows:

- a. Al Jr. will execute a promissory note for \$45,000 payable to the Guardian at 4% per annum interest.
- b. Susan will execute a promissory note for \$54,000 payable to the Guardian at 4% per interest.
- c. Susan will execute a second promissory note for \$8,000 to the Guardian at 4% per annum with interest running from September 9, 2014, the enforcement of which is subject to Susan's failure to account to the Guardian for \$8,120 in electronic withdrawals of the Ward's funds.
- d. Each promissory note is due at the earlier of (1) the death of the Ward or (2) under the 15-year amortization schedule. Each note is secured by the obligor's inheritance or trust distributions.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2013 CA 016492 XXXX MB

DONALD E. CLARK II and JILL MARIE CLARK

Plaintiff,

vs.

DELRAY SECURITY, INC., a Florida Corporation doing business as Sunn Security; **ALARM PARTNERS, LLC.** a Florida limited liability company; and **TELULAR CORPORATION**, a foreign corporation,
Defendant.

MEDIATOR'S REPORT

COMES NOW, the undersigned certified Mediator from ARC Mediation, and reports to this Honorable Court:

The Mediation was held on December 3, 2014, the result of which was:

Agreement

No agreement

Plaintiff attorney to file Mediator Report

Defense attorney to file Mediator Report



Jack Cook, Certified Circuit Civil Mediator
ARC Mediation

Copies Furnished to: All parties

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via email/e-service upon: **Sheri L. Hazeltine, Esquire**, 800 Palm Trail, Suite 3, Delray Beach, FL 33483 (sherih@hazeltinelaw.com), **Brian M. O'Connell, Esquire**, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 (service@cikhtnlubut.com, probateservice@cikhtnlubut.com), **Robert M. Trinkler, Esquire**, SunTrust Center, Suite 1050, 515 East Las Olas Boulevard, Fort Lauderdale, FL 33301 (legal-service@zathomaslaw.com) and **James Vassallo** via e-mail (james.vassallo@yahoo.com) and via regular U.S. mail to: **Ralph Vassallo**, 303 Lake Avenue South, Nesconset, NY 11767, **Jacqueline S. Cantela**, 26 Parkside Ave., Miller Place, NY 11764 and **Marie Vassallo-Castagnette**, 433 Mills Rd., Unit #26, Calverton NY 11933, this 27th day of January, 2015.

PANKAUSKI LAW FIRM PLLC
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0900
courtfilings@pankauskilawfirm.com

By: /s/ Robert J. Hauser
Robert J. Hauser
Florida Bar No.: 55141

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBIX

MEDIATED TERM SHEET

This Term Sheet is made this 1st day of December, 2014 by and among the Parties listed below, for and in consideration of the mutual promises and releases made herein, the receipt and adequacy of which is acknowledged by all Parties hereto.

On this the 1st day of December, 2014, the Parties (collectively "Parties"):

Petitioner, Elizabeth Savitt, as Guardian of the Person and Property of Albert Vassallo, Sr., represented by Robert Hauser, Esq.

Respondents, Susan Mast and Albert Vassallo, Jr., represented by Robert Trinkler, Esq.

Court Appointed Counsel for the Ward, Brian M. O'Connell, Esq.

desire to resolve the various disputes in the above referenced Guardianship of Albert Vassallo, Sr., Incapacitated Ward ("Guardianship" and "Ward" respectively) so as to avoid the continued expense and uncertainty of litigation and do so as follows:

ALBERT VASSALLO, JR. ("AL JR.")

Al Jr. will execute a promissory note for \$45,000 to Elizabeth Savitt, as Guardian of Albert Vassallo at 4% per annum with interest.

Note is payable at the earlier of (1) death of Al Sr., or (2) under a 15-year amortization schedule. First Payment is due January 1, 2015. Entire balance is secured by Al Jr.'s expected



IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XCCXSBIX

FURTHER AGREEMENT

The Parties shall execute a more formalized settlement agreement.

OTHER AGREEMENTS

If requested, the Guardian shall represent to the Court that she does not believe it is in the best interest of the Ward for any of his family to serve as his trustee.

DISMISSALS

All pending motions or petitions shall be dismissed, except for the Petition to Remove Trustees.

ATTORNEYS' FEES

All Parties shall bear their own attorneys fees and costs.

This will be further reduced to a written agreement with attached form promissory notes and amortization schedule.

Handwritten signature and initials. A circle contains the initials "MST". To the right is a signature that appears to be "MST".

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

Case No.: 502014GA000369XXXXSBIX

GUARDIANSHIP OF
ALBERT VASSALLO, Sr.

MEDIATOR'S REPORT

COMES NOW, the undersigned certified Mediator from ARC Mediation, and reports to this Honorable Court:

The Mediation was held on December 1, 2014, the result of which was:

Agreement

No agreement

Plaintiff attorney to file Mediator Report

Defense attorney to file Mediator Report



Jack Cook, Certified Circuit Civil Mediator
ARC Mediation

Copies Furnished to: All parties

5. The Mediated Term Sheet contains all of the material terms of an agreement. Nevertheless, it expressly states that the Mediated Term Sheet is to be reduced to a formal written agreement and that promissory notes are to be executed by Al Jr. and by Susan.

6. After the Mediated Term Sheet was executed, counsel for the Guardian and for Susan and Al Jr. agreed on the form of a settlement agreement and promissory notes. However, as of the date of filing the instant Petition, both of the Ward's adult children who are parties to it, Al Jr. and Susan, have either refused to execute or refused to deliver the signed formalized agreement. They also will not deliver the promissory notes required by the mediated terms. Their counsel, Robert Trinkler, Esq., has now moved to withdraw.

Whether to Authorize the Mediated Term Sheet.

7. Pursuant to Fla. Stat. §744.447 and Fla. Stat. §744.441(2), (10) and (11), the Guardian seeks this Court's approval and authorization for her execution of such Mediated Term Sheet (and for the prospective execution of such written formalized agreement as was contemplated therein). The Mediated Term Sheet, summarized, provides as follows:

- a. Al Jr. will execute a promissory note for \$45,000 payable to the Guardian at 4% per annum interest.
- b. Susan will execute a promissory note for \$54,000 payable to the Guardian at 4% per interest.
- c. Susan will execute a second promissory note for \$8,000 to the Guardian at 4% per annum with interest running from September 9, 2014, the enforcement of which is subject to Susan's failure to account to the Guardian for \$8,120 in electronic withdrawals of the Ward's funds.
- d. Each promissory note is due at the earlier of (1) the death of the Ward or (2) under the 15-year amortization schedule. Each note is secured by the obligor's inheritance or trust distributions.

- e. The parties agreed on a current expense budget (“Expenses”) of \$820 per month (subject to adjustments) and payment of \$2,083 per month as compensation to Susan Mast for care of the Ward, if the then-current schedule continues.
- f. The parties agreed to exchange mutual general releases except as to the performance of this agreement.
- g. The Guardian consented to represent to the Court that it is not in the best interests of the Ward for any of his family to serve as his trustee.
- h. Attorneys’ fees are borne by the parties.

8. The Court concurs with the Guardian’s judgment that it is in the best interest of the Ward for the Court to ratify the Mediated Term Sheet. An agreement will largely avoid the legal expense from the guardianship which would be associated with litigation on the merits. Furthermore, the Court accepts the Guardian’s testimony that the Mediated Term Sheet represents a fair and reasonable compromise regarding obligations owed to the Ward. *See Fla. Stat. §744.441(2), (10).*

9. Accordingly, the Court will ratify the Guardian’s execution of the Mediated Term Sheet and any prospective written formalized agreement with the same material terms.

Whether to bring a suit on the Mediated Term Sheet or, if necessary, on the merits.

10. As of the date of filing the instant Petition, the Ward’s two adult children who agreed to the Mediated Term Sheet have not complied with the mediated terms. Their counsel has now moved to withdraw.

11. Accordingly, the Guardian seeks authorization vis-à-vis Fla. Stat. §744.441(11), to bring a civil action against Al Jr. and Susan to enforce the Mediated Term Sheet. *See Fla. Stat. §744.441(11).*

12. Section §744.441(11) provides in relevant part:

After obtaining approval of the court pursuant to a petition for authorization to act [...] a guardian of the property [...] may:

(11) **Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties.** (emphasis supplied)

13. The Court concurs that the Guardian has a fiduciary obligation to protect the Ward's person and property. As a result, it is appropriate for the Guardian and beneficial to the Ward for her to institute proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet, and to otherwise protect, marshal, and secure the Ward's revocable trust and assets which would be available for his benefit.

14. For these reasons, the Court authorizes the Guardian to institute civil proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet.

15. If the Mediated Term Sheet cannot be enforced in civil court, the Guardian alternatively requests court authorization to sue Susan and Al Jr. in the Civil Division. According to the Guardian, the Ward had claims to recover substantial funds that are allegedly the property of the Ward; to void transfers of the Ward's property that were allegedly undertaken at a time when he lacked capacity; and to address those instances in which Susan and Al Jr. have allegedly exploited or taken advantage of the Ward both before and after the Guardianship. These are the claims that the Guardian attempted to settle at mediation with the Mediated Term Sheet.

16. The Court concurs that the Guardian has a good faith basis to pursue these claims. If the Mediated Term Sheet cannot be enforced in civil court, then the Ward will still have claims against Susan and Al Jr. and it is therefore in the best interest of the Ward's estate to take legal action to recover it.

**Whether to amend and fund the Ward's Revocable Trust
in accordance with Fla. Stat. §744.441(17) and/or (19).**

17. The Ward maintained assets pursuant to the Albert Vassallo Revocable Trust Agreement (the "Revocable Trust"). When he became incapacitated, three of his children (James, Susan, and Al Jr.) became the successor co-Trustees. On September 30, 2014, this Court directed all financial institutions to distribute and/or transfer immediately all of the ward's funds, including accounts belonging to the Revocable Trust, to the guardianship account on behalf of the Ward.

18. The Guardian has averred, however, that the Revocable Trust is a reasonable alternative mechanism for the Ward's assets (1) to be used during life and (2) to pass to his heirs outside of probate as an estate planning mechanism. **Two of the co-Trustees, however, are Susan and Al Jr. (i.e. the proposed defendants in the claims discussed above). Because of their adverse position to the Ward and the Guardian, the Court concurs that they should not continue to serve as co-trustee. Similarly, the Court concurs that the third co-Trustee, James, is hostile to his siblings and vice-versa as a result of this litigation and that he will not serve objectively as a co-Trustee.**

19. **Accordingly, it is in the Ward's best interest to be rid of any inter-family disputes over the Trust and for the Guardian to serve as the sole Trustee of the Revocable Trust, funded with the Ward's assets pursuant to section 744.441(17) and (19), for the remainder of the Ward's life.** Therefore, the Court grants authorization to the Guardian to amend the Ward's revocable trust and to name herself as sole Trustee pursuant to the provisions Fla. Stat. §744.441(19).

20. The Ward could have amended his own Revocable Trust and replaced the named successor co-Trustees at will and at any time, but for the adjudication of his incapacity and the appointment of the Guardian in this captioned cause. See Fla. Stat §736.0402(1)(a); *Jasser v. Saddeh*, 97 So. 3d 241 (Fla. 4th DCA 2012). Under subsection (19), the Guardian may now do so in the Ward's place.

WHEREFORE, it is ORDERED AND ADJUDGED as follows:

- (1) the Guardian may execute the Mediated Term Sheet and the formal written agreement as contemplated;
- (2) the Guardian may institute civil breach of contract proceedings against Al Jr. and Susan for their breach of the Mediated Term Sheet, or, if needed, to alternatively sue them to recover property on behalf of the Ward;
- (3) the Guardian may amend the Ward's Revocable Trust by replacing the named co-Trustees and naming herself as sole Trustee;
- (4) the Guardian may fund the Revocable Trust by transferring all or substantially all of the Ward's accounts to the Revocable Trust; and
- (5) The Court reserves jurisdiction to enforce this order and to order payment of the Guardian's fees and those of her counsel.

DONE AND ORDERED, in Chambers, in Delray Beach, Palm Beach County, Florida, this _____ day of February, 2015.

The Honorable David E. French
Circuit Court Judge

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

inheritance /trust distribution.

SUSAN MAST

Susan will execute a promissory note for \$54,000 to Elizabeth Savitt, as Guardian of Albert Vassallo at 4% per annum with interest. Upon maturity of the note, an additional payment of \$2,160 shall be made which represents accrued interest from November 15, 2013 to present. Note is payable at the earlier of (1) death of Al Sr., or (2) under 15-year amortization schedule. First payment is due January 1, 2015. Entire balance due is secured by Susan's expected inheritance/trust distribution.

ELECTRONIC WITHDRAWALS.

Susan will separately execute a promissory note for \$8,000 to the Guardianship of Albert Vassallo at 4% per annum with interest running from September 9, 2014. Note is payable at the earlier of (1) death of Albert Vassallo, Sr., or (2) pursuant to 15 year amortization schedule. First Payment is due January 1, 2015. Entire balance due would be secured by Susan's expected inheritance/trust distribution. This promissory note will be held in escrow by the Guardianship of Albert Vassallo, Sr., unless and until the Guardian has determined in good faith and in her sole discretion that Susan Mast has failed to account for the \$8,128.00 in electronic withdrawals as follows, or if the withdrawals did not benefit the Ward:

\$1,482.68	12/11/13
1,288.25	2/12/14
1,298.44	5/28/14
2,254.31	7/20/14
1,504.32	8/2014



IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XCCXSBIX

If the Guardian determines that the withdrawals benefited the Ward, it will return the original signed \$8,000 note to Susan Mast. If the Guardian chooses to enforce the note, it will give written notice to Susan Mast through her attorney of the decision to enforce the note and the amounts due, adjusted based on the amounts, if any, that benefited the Ward. Susan will present her evidence of the use of the funds within 30 days of today, December 1, 2014.

EXPENSES

During the time the Ward resides with Susan Mast, the parties agree on a current expense budget of \$820.00 monthly, based on the following:

\$ 140.00	Bus Company Tops
150.00	Health and cosmetics, deodorants, razor, Vitamins
80.00	Petty cash for movies/personal
450.00	Food
\$ 820.00	Total

less bus fare if paid by the Guardian.

The parties also agree on \$2,083 per month to Susan Mast as compensation for care of the Ward, if and so long as the current schedule continues (5 hours of care x 6 days per week; 8 hours on Sunday)

RELEASES

All Parties shall exchange mutual general releases including (in all fiduciary capacities, including, but not limited to, attorney-in-fact, trustee, and/or guardian) except as to the Parties performance of this agreement.

Handwritten signature and initials, possibly "Susan Mast" or similar, with a checkmark above it.

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 17th day of
December, 2014.

12/1/14
Date

Elizabeth Savitt - GDN
ELIZABETH SAVITT, Guardian

12/1/14
Date

Robert Hauser
ROBERT HAUSER, ESQ., attorney for Savitt

Date

Susan Mast
SUSAN MAST

12/1/14
Date

Robert Trinkler
ROBERT TRINKLER, ESQ., Attorney for Mast
and VASSALLO, JR. *Susan*

Date

Brian M. O'Connell
BRIAN M. O'CONNELL, Court Appointed
Counsel for the Ward.

Retired Judge Jack Cook
Mediator

- (9) Borrow money, with or without security, to be repaid from the property or otherwise and advance money for the protection of the estate.
- (10) Effect a fair and reasonable compromise with any debtor or obligor or extend, renew, or in any manner modify the terms of any obligation owing to the estate.
- (11) Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties. Before authorizing a guardian to bring an action described in s. 736.0207, the court shall first find that the action appears to be in the ward's best interests during the ward's probable lifetime. There shall be a rebuttable presumption that an action challenging the ward's revocation of all or part of a trust is not in the ward's best interests if the revocation relates solely to a devise. This subsection does not preclude a challenge after the ward's death. If the court denies a request that a guardian be authorized to bring an action described in s. 736.0207, the court shall review the continued need for a guardian and the extent of the need for delegation of the ward's rights.
- (12) Sell, mortgage, or lease any real or personal property of the estate, including homestead property, or any interest therein for cash or credit, or for part cash and part credit, and with or without security for unpaid balances.
- (13) Continue any unincorporated business or venture in which the ward was engaged.
- (14) Purchase the entire fee simple title to real estate in this state in which the guardian has no interest, but the purchase may be made only for a home for the ward, to protect the home of the ward or the ward's interest, or as a home for the ward's dependent family. If the ward is a married person and the home of the ward or of the dependent family of the ward is owned by the ward and spouse as an estate by the entirety and the home is sold pursuant to the authority of subsection (12), the court may authorize the investment of any part or all of the proceeds from the sale toward the purchase of a fee simple title to real estate in this state for a home for the ward or the dependent family of the ward as an estate by the entirety owned by the ward and spouse. If the guardian is authorized to acquire title to real estate for the ward or dependent family of the ward as an estate by the entirety in accordance with the preceding provisions, the conveyance shall be in the name of the ward and spouse and shall be effective to create an estate by the entirety in the ward and spouse.
- (15) Exercise any option contained in any policy of insurance payable to, or insuring to the benefit of, the ward.
- (16) Pay reasonable funeral, interment, and grave marker expenses for the ward from the ward's estate, up to a maximum of \$6,000.
- (17) Make gifts of the ward's property to members of the ward's family in estate and income tax planning procedures.
- (18) When the ward's will evinces an objective to obtain a United States estate tax charitable deduction by use of a split interest trust (as that term is defined in s. 736.1201), but the maximum charitable deduction otherwise allowable will not be achieved in whole or in part, execute a codicil on the ward's behalf amending said will to obtain the maximum charitable deduction allowable without diminishing the aggregate value of the benefits of any beneficiary under such will.

744.441. Powers of guardian upon court approval, FL ST § 744.441

(19) Create or amend revocable trusts or create irrevocable trusts of property of the ward's estate which may extend beyond the disability or life of the ward in connection with estate, gift, income, or other tax planning or in connection with estate planning. The court shall retain oversight of the assets transferred to a trust, unless otherwise ordered by the court.

(20) Renounce or disclaim any interest by testate or intestate succession or by inter vivos transfer.

(21) Enter into contracts that are appropriate for, and in the best interest of, the ward.

(22) As to a minor ward, pay expenses of the ward's support, health, maintenance, and education, if the ward's parents, or either of them, are alive.

Credits

Laws 1974, c. 74-106, § 1; Fla.St.1974 Supp. § 74-301; Laws 1975, c. 75-222, §§ 22, 26; Laws 1977, c. 77-174, § 1; Laws 1977, c. 77-328, § 2; Laws 1979, c. 79-400, § 281; Laws 1980, c. 80-203, § 4; Laws 1986, c. 86-120, § 3; Laws 1987, c. 87-317, § 2; Laws 1989, c. 89-96, § 73; Laws 1990, c. 90-271, § 52. Amended by Laws 1997, c. 97-182, § 1100, eff. July 1, 1997; Law 1997, c. 97-240, § 11, eff. May 30, 1997; Laws 2006, c. 2006-77, § 5, eff. June 6, 2006; Laws 2006, c. 2006-178, § 20, eff. July 1, 2006; Laws 2006, c. 2006-217, § 46, eff. July 1, 2007; Laws 2011, c. 2011-183, § 12, eff. June 21, 2011.

Notes of Decisions / 100

West's F. S. A. § 744.441, FL ST § 744.441

Current through Ch. 255 (End) of the 2014 2nd Reg. Sess. and Sp. "A" Sess. of the Twenty-Third Legislature

West's Florida Statutes Annotated

Title XLIII. Domestic Relations (Chapters 741-759)

Chapter 744. Guardianship (Refs & Annos)

Part I. General Provisions (Refs & Annos)

West's F.S.A. § 744.108

744.108. Guardian's and attorney's fees and expenses

Effective: May 30, 2003

Currentness

(1) A guardian, or an attorney who has rendered services to the ward or to the guardian on the ward's behalf, is entitled to a reasonable fee for services rendered and reimbursement for costs incurred on behalf of the ward.

(2) When fees for a guardian or an attorney are submitted to the court for determination, the court shall consider the following criteria:

(a) The time and labor required;

(b) The novelty and difficulty of the questions involved and the skill required to perform the services properly;

(c) The likelihood that the acceptance of the particular employment will preclude other employment of the person;

(d) The fee customarily charged in the locality for similar services;

(e) The nature and value of the incapacitated person's property, the amount of income earned by the estate, and the responsibilities and potential liabilities assumed by the person;

(f) The results obtained;

(g) The time limits imposed by the circumstances;

(h) The nature and length of the relationship with the incapacitated person; and

(i) The experience, reputation, diligence, and ability of the person performing the service.

(3) In awarding fees to attorney guardians, the court must clearly distinguish between fees and expenses for legal services and fees and expenses for guardian services and must have determined that no conflict of interest exists.

744.108. Guardian's and attorney's fees and expenses, FL ST § 744.108

- (4) Fees for legal services may include customary and reasonable charges for work performed by legal assistants employed by and working under the direction of the attorney.
- (5) All petitions for guardian's and attorney's fees and expenses must be accompanied by an itemized description of the services performed for the fees and expenses sought to be recovered.
- (6) A petition for fees or expenses may not be approved without prior notice to the guardian and to the ward, unless the ward is a minor or is totally incapacitated.
- (7) A petition for fees shall include the period covered and the total amount of all prior fees paid or costs awarded to the petitioner in the guardianship proceeding currently before the court.
- (8) When court proceedings are instituted to review or determine a guardian's or an attorney's fees under subsection (2), such proceedings are part of the guardianship administration process and the costs, including fees for the guardian's attorney, shall be determined by the court and paid from the assets of the guardianship estate unless the court finds the requested compensation under subsection (2) to be substantially unreasonable.

Credits

Laws 1975, c. 75-222, §§ 18, 26; Laws 1987, c. 89, § 1; Laws 1990, c. 90, § 5; Laws 1991, c. 91, § 1; Laws 1994, c. 94, § 1; Laws 2001, c. 2003-57, § 1 et seq. Mar. 30, 2003.

West's F. S. A. § 744.108, FL ST § 744.108
Current through Ch. 255 (End) of the 2014 2nd Reg. Sess. and Sp. "A" Sess. of the Twenty-Third Legislature

West's Florida Statutes Annotated

Title XLII Estates and Trusts (Chapters 731-740) Refs & Annos:

Chapter 736, Florida Trust Code (Refs & Annos):

Part IV, Creation, Validity, Modification, and Termination

West's F.S.A. § 736.0402

736.0402. Requirements for creation

Effective: July 1, 2007

Currentness

(1) A trust is created only if:

(a) The settlor has capacity to create a trust.

(b) The settlor indicates an intent to create the trust.

(c) The trust has a definite beneficiary or is:

1. A charitable trust;

2. A trust for the care of an animal, as provided in s. 736.0408; or

3. A trust for a noncharitable purpose, as provided in s. 736.0409.

(d) The trustee has duties to perform.

(e) The same person is not the sole trustee and sole beneficiary.

(2) A beneficiary is definite if the beneficiary can be ascertained now or in the future, subject to any applicable rule against perpetuities.

(3) A power of a trustee to select a beneficiary from an indefinite class is valid. If the power is not exercised within a reasonable time, the power fails and the property subject to the power passes to the persons who would have taken the property had the power not been conferred.

Credits

Added by Laws 2006, c. 2006-217, § 4, eff. July 1, 2007.

736.0402. Requirements for creation, FL ST § 736.0402

Notes of Decisions (1)

West's F. S. A. § 736.0402, FL ST § 736.0402

Current through Ch. 255 (End) of the 2014 2nd Reg. Sess. and Sp. "A" Sess. of the Twenty-Third Legislature

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97 So.3d 241
District Court of Appeal of Florida,
Fourth District.

Summer JASSER, Lena Mamone and Anthony
Saadeh, As Co-Trustees of the Trust Agreement of
Karim H. Saadeh dated June 24, 2009, Appellants,

v.

Karim H. SAADEH, Appellee.

Nos. 4D09-3974, 4D09-4879, 4D10-
140, 4D10-1193, 4D10-3991. | July 18,
2012. | Rehearing Denied Oct. 10, 2012.

Synopsis

Background: Petition was filed to determine father's incapacity, and an emergency temporary guardian (ETG) was appointed. After entry of an agreed order dismissing the guardianship proceeding, and requiring father to execute a trust naming his children as co-trustees, the Circuit Court appointed a new examining committee and, based on their unanimous determination that father was competent, dismissed the petition to determine incapacity and terminated the emergency temporary guardianship. Father also filed petition to revoke the trust, and the Fifteenth Judicial Circuit Court, Palm Beach County, Richard Oftedal, J., entered orders that, among other things, declared the trust void ab initio. Children, as trustees of the trust, appealed multiple orders, and the appeals were consolidated.

Holdings: The District Court of Appeal held that:

[1] agreed order dismissing the guardianship proceedings and requiring father to execute the trust was a nullity, and

[2] father lacked authority to execute the trust.

Affirmed.

West Headnotes (6)

- 1) Mental Health
 - Temporary guardian
- Mental Health

➤ Dismissal of proceedings

Mental Health

➤ Confirming or vacating finding, new commission or new trial

Agreed order dismissing plenary guardianship proceedings involving father, and requiring him to execute trust naming his children as co-trustees, was a nullity, and thus trial court had authority to vacate order, appoint new examining committee, and, after committee unanimously found father completely competent, dismiss the petition for determination of incapacity and terminate the emergency temporary guardianship; petition to determine incapacity could not be dismissed until issue of incapacity was actually determined, and could not be dismissed without also terminating the emergency temporary guardianship, since appointment of guardian deprived father of nearly all his rights. West's F.S.A. §§ 744.3031(1), 744.331.

Cases that cite this headnote.

(2) Mental Health

➤ Appearance and representation by attorney-guardian ad litem

Mental Health

➤ Hearing and Determination

An attorney for an alleged incapacitated person may not waive an adjudicatory hearing when required. West's F.S.A. § 744.331.

Cases that cite this headnote.

(3) Mental Health

➤ Determination of mental disorder in general

Mental Health

➤ Dismissal of proceedings

If a person is incompetent, it is the duty of the court to assure that person's protection and his or her autonomy is respected to the greatest extent possible; to permit dismissal of proceedings where a party is in fact incompetent may endanger that person. West's F.S.A. § 744.1012.

Cases that cite this headnote.

14) Mental Health

➤ Mental incompetency or incapacity in general

The guardianship statutes and rules should not be used to protect competent persons from their spendthrift ways or to protect their beneficiaries; an individual who is competent should not be subject to the control of the courts through guardianship proceedings, temporary or plenary.

Cases that cite this headnote

Mental Health

➤ Temporary guardian

Mental Health

➤ Dismissal of proceedings

Father who was the subject of a petition to determine incapacity, and for whom an emergency temporary guardian (ETG) had been appointed, lacked authority to execute trust naming his children as co-trustees, even after dismissal of the plenary guardianship proceedings; emergency temporary guardianship had not been terminated, ETG had been delegated all of father's legal rights except the right to vote, and father and ETG could not both execute the right to contract. West's 1 S.A. §§ 736 0402(1), 744 3031.

Cases that cite this headnote

16) Mental Health

➤ Temporary guardian

To permit both a ward and an emergency temporary guardian (ETG) to exercise the right to contract would render the protection afforded by an ETG non-existent; in such cases, the ward could continue to deal with his or her property and conceivably give it all away while a petition for incapacity is pending even though that person is incompetent but not officially adjudicated as such.

Cases that cite this headnote

Attorneys and Law Firms

*242 Brian M. O'Connell and Ashley N. Carolano of Casey Ciklin Lubitz Martens & O'Connell, P.A., West Palm Beach, for appellants.

Irwin R. Gilbert and Bryan J. Yarnell of Gilbert Yarnell, Palm Beach Gardens, for appellee.

Opinion

PER CURIAM.

In their consolidated appeals, Summer Jasser, Lena Mamone, and Anthony Saadeh, the children of appellee, Karim Saadeh, appeal five orders, arising out of proceedings to determine the incapacity of their father as well as the appointment of an emergency temporary guardian.¹ In connection with these proceedings, Saadeh executed a trust agreement, the validity of which was later contested by him after competency proceedings were dismissed. The crux of this appeal is a challenge to the court's summary judgment determining that the trust was void *ab initio*. Because we conclude that the court correctly determined that Saadeh did not have legal authority to create the trust, we affirm the summary judgment.

Karim Saadeh, now in his eighties, emigrated from Jordan with his wife, raised a family of three children, and became a very successful businessman. He and his wife were wealthy at the time of his wife's death in 2007. After her demise, Saadeh contemplated remarrying.

Saadeh met a younger woman through one of his wife's relatives. He loaned her money, which greatly disturbed his children even though he had his lawyer draw up a promissory note. The children then worried about his other substantial bank accounts on which they were named accountholders. The children became concerned that their father was not completely competent and expressed that concern to his business and estate planning attorney, Michael Singer. To prevent Saadeh from draining his accounts, the children transferred over a million dollars from these accounts to other accounts over which he had no control without his knowledge.

Saadeh was upset when he discovered that his children had drained his accounts. Around the same time, he discovered that *243 substantial money and jewelry located in a safe were missing. Because his children had the combination to his safe, he suspected that they had likewise taken these assets.

West's Florida Statutes Annotated
Title XLIII, Domestic Relations (Chapters 741-759)
Chapter 744, Guardianship (Refs & Annos)
Part VI, Powers and Duties

West's F.S.A. § 744.441

744.441. Powers of guardian upon court approval

Effective: June 21, 2011

Currentness

After obtaining approval of the court pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited guardian of the property within the powers granted by the order appointing the guardian or an approved annual or amended guardianship report, may:

- (1) Perform, compromise, or refuse performance of a ward's contracts that continue as obligations of the estate, as he or she may determine under the circumstances.
- (2) Execute, exercise, or release any powers as trustee, personal representative, custodian for minors, conservator, or donee of any power of appointment or other power that the ward might have lawfully exercised, consummated, or executed if not incapacitated, if the best interest of the ward requires such execution, exercise, or release.
- (3) Make ordinary or extraordinary repairs or alterations in buildings or other structures; demolish any improvements; or raze existing, or erect new, party walls or buildings.
- (4) Subdivide, develop, or dedicate land to public use; make or obtain the vacation of plats and adjust boundaries; adjust differences in valuation on exchange or partition by giving or receiving consideration; or dedicate easements to public use without consideration.
- (5) Enter into a lease as lessor or lessee for any purpose, with or without option to purchase or renew, for a term within, or extending beyond, the period of guardianship.
- (6) Enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement.
- (7) Abandon property when, in the opinion of the guardian, it is valueless or is so encumbered or in such condition that it is of no benefit to the estate.
- (8) Pay calls, assessments, and other sums chargeable or accruing against, or on account of, securities.

C) Alternatively, the Guardian petitions for court approval to sue Susan and Al Jr. for damages.

16. Alternatively, if the Mediated Term Sheet is not approved or if a litigation to enforce the Mediated Term Sheet fails, then the Guardian requests court approval to sue Susan and Al Jr. in the Civil Division to recover the substantial funds that are rightfully the property of the Ward; to void transfers of the Ward's property that were undertaken at a time when he lacked capacity; and to address those instances in which Susan and Al Jr. have exploited or taken advantage of the Ward both before and after the Guardianship. If no mediated agreement exists, then the Ward will still be owed money from Susan and Al Jr. and it is therefore in the best interest of the Ward's estate to take legal action to recover it.

D) The Guardian seeks further authorization from this Court to amend and fund the Ward's Revocable Trust in accordance with Fla. Stat. §744.441(17) and/or (19).

17. The Ward maintained assets pursuant to the Albert Vassallo Revocable Trust Agreement (the "Revocable Trust"). When he became incapacitated, three of his children (James, Susan, and Al Jr.) became the successor co-Trustees. On September 30, 2014, this Court directed all financial institutions to distribute and/or transfer immediately all of the ward's funds, including accounts belonging to the Revocable Trust, to the guardianship account on behalf of the Ward.

18. The Revocable Trust, however, is a reasonable alternative mechanism for the Ward's assets (1) to be used during life and (2) to pass to his heirs outside of probate as an estate planning mechanism. Unfortunately, two of the co-Trustees are Susan and Al Jr. (i.e., the proposed defendants in the claims discussed above). Because of their adverse position to the Ward and the Guardian, they should not continue to serve as co-trustee. A third co-Trustee, James, is so hostile to his siblings and vice-versa as a result of this litigation that he cannot serve objectively as a co-Trustee.

exercise all delegable legal rights and powers of the ward with the exception of his right to vote. Pursuant to statute, the court set the term of the temporary guardianship for ninety days.

The day after the hearing, two of the members of the examining committee filed their reports, both stating that Saadeh was fully capable of managing his own affairs and was completely competent. Unfortunately, the third person appointed to examine Saadeh passed away before the hearing. It does not appear that the court ever saw these reports. Within two days of the appointment of the ETG, Singer filed an emergency petition to set aside the guardianship and for rehearing. The ward's court-appointed attorney joined in the petition and also moved for rehearing.

The next day, only three days after the appointment of the ETG, Meyer, the attorney for the ETG, and the appointed counsel for Saadeh, submitted to the court an agreed order to "settle" the guardianship. The parties agreed that execution of a trust would be the "least restrictive alternative to plenary guardianship in this matter." The May 21 order provided for Saadeh to execute a trust agreement with his children serving as co-trustees, which could be amended only with consent of the co-trustees. Upon Saadeh's death, the trust assets would be distributed to the children. Saadeh would also execute a pour-over will, naming his three children as his co-personal representatives, and devising the residue of his estate to his children. In addition, Saadeh would create a new healthcare surrogate designation, appointing his three children as his surrogates. The ETG would acquire all of Saadeh's assets and place title to them in the trust. Thereafter, the ETG could seek leave of court for her discharge. The order provided that Saadeh shall execute the trust, will and healthcare surrogate within seven days. The last provision of the order *245 states that "All pending incapacity proceedings for the Ward in this Court are hereby dismissed, subject to the Court's retention of jurisdiction to enforce the terms of this Agreed Order if necessary." At the same time, the court dismissed the examining committee and denied the pending petition to set aside the guardianship filed by Singer the day before. It does not appear that Singer was notified of any hearing on this issue.

After the petition to set aside the guardianship failed, the accountant, Levine, who had power of attorney [POA] and who was Saadeh's current health care surrogate, filed his own petition to set aside the guardianship and requested rehearing. In his petition, Levine alleged that he had never been provided notice of the ETG proceedings. He attached the reports of two

doctors, who stated that Saadeh was competent to attend to his own affairs. The court scheduled this motion for hearing on June 25, 2009.

Despite the fact that the agreed order "dismissed" the pending incapacity proceedings, neither the parties nor the court operated as though anything was dismissed. A few days after entry of the agreed order, Noble, the court-appointed attorney for the ward, filed a motion for clarification of the order appointing the ETG. The court entered an order of clarification. In addition, both sides filed motions to disqualify attorneys. Noble wanted to disqualify Singer from representing Levine, and Singer sought to disqualify Meyer from representing Barfield because Meyer simultaneously represented Saadeh's children. In addition, Noble complained that Levine was not forwarding bills that the ETG was required to pay on behalf of Saadeh, thus acknowledging that the ETG continued to exercise Saadeh's rights. Moreover, Saadeh was not allowed to hire Singer as his attorney in the incapacity proceedings.

At a hearing, Singer raised the issue of whether the guardianship proceedings had been vacated and whether Saadeh's rights were restored. The ETG and the ward's court-appointed attorney argued that the order appointing the ETG took away all of Saadeh's rights, except the right to vote, and his rights had not been restored. The court agreed that all of his rights, with the exception of the right to vote, had been removed.

The same afternoon and without notification to Singer, the ETG had Saadeh sign a new trust agreement. Contrary to its title as an "initial revocable trust," the trust was not revocable by Saadeh. There are disputed issues of fact as to the circumstances surrounding the execution of the trust and what Saadeh was told regarding the terms of the trust. The ward's court-appointed attorney, however, admitted that he told him that if he signed the trust, the proceedings would be over. To transfer property to the trust, the ETG executed deeds to Saadeh's property, and Saadeh executed quit-claim deeds to some of the properties.

When the parties next appeared before the court, the court questioned whether it had "pulled the trigger" too quickly in signing the order of settlement because Saadeh was not really incapacitated. In other words, the court was concerned that it did not possess the authority to order Saadeh to enter into trusts if he were not *246 incapacitated and would have his

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[2] First, the statutes and rules do not provide for the dismissal of a petition to determine the incapacity of an individual before the actual determination of the issue. In *Borden v. Guardianship of Borden Moore*, 818 So.2d 604 (Fla. 5th DCA, 2002), the court held that a petition for guardianship could not be dismissed before receiving the report of the examining committee:

Section 744.331 contemplates that once a facially sufficient petition to determine incapacity has been filed, the court must ensure that the alleged incapacitated person has an attorney, that an appropriately qualified examining committee promptly examines the person, and that an adjudicatory hearing be set no more than fourteen days after the filing of the report of the examining committee, unless good cause is shown to extend that time. Compliance with the requirements of section 744.331 is mandatory and the trial court's failure to adhere to those requirements constitutes reversible error.

Id. at 608-09. See § 744.331(4), Fla. Stat. (2008); see also *In re Gene*, 343 So.2d 916, 917 (Fla. 4th DCA, 1977) ("Proceedings to determine the competency of a person are generally controlled by statute and where a statute prescribes a certain method of proceeding to make that determination, the statute must be strictly followed.") (citation omitted). An attorney for the person may not waive an adjudicatory hearing when required. See *In re Frederick*, 508 So.2d 44, 45 (Fla. 4th DCA, 1987).

[3] [4] There is good reason for such a rule. If a person is incompetent, it is the duty of the court to assure that person's protection and his or her autonomy is respected to the greatest extent possible. See § 744.1012, Fla. Stat. (2008). To permit dismissal of proceedings where a party is in fact incompetent may endanger that person. On the other hand, without knowing whether the person is actually incompetent, the court could restrict a person's independent ability to deal with his property and place it out of the control of a *248 person who may be completely capacitated. The guardianship statutes and rules should not be used to protect competent persons from their spendthrift ways or to

protect their beneficiaries. An individual who is competent should not be subject to the control of the courts through guardianship proceedings, temporary or plenary.

That the order dismissing the plenary guardianship proceedings was a nullity is further supported by the fact that the order did not dismiss the petition for emergency temporary guardian, revoke the letters of guardianship, or terminate the same. Section 744.3031(1), Florida Statutes (2008), permits the appointment of an ETG only after a petition for determination of incapacity has been filed. For an ETG to be appointed there must be a pending determination of incapacity. As such, the court could not dismiss the petition for incapacity and retain the ETG. Unfortunately, that is what occurred in these proceedings.

The ETG, and even court-appointed counsel for Saadeh, never intended to restore any rights to him during the period of the temporary guardianship, and their statements to the court that all of Saadeh's rights had been removed were made at a hearing on the same day he executed the trust agreement. At a separate hearing, the attorney for the children as trustees also told the court that because of the appointment of the ETG, Saadeh could not be a trustee of his own trust. Thus, the trustees acknowledged that the appointment of the ETG deprived Saadeh of all of his rights. Because all parties relied on the ETG's appointment as depriving Saadeh of the ability to exercise all rights, they are now judicially estopped from taking the position that the incapacity proceedings were final. See *Blumberg v. U.S. Life Cas. Ins. Co.*, 790 So.2d 1061, 1066 (Fla.2001). Because the order did not dismiss the ETG proceedings and restore Saadeh's rights, it was legally impossible to continue to deprive Saadeh of his rights unless incapacity was determined. The court, recognizing its mistake in entering the order which purported to dismiss the incapacity proceedings, appointed the new examining committee. Then, when the examining committee unanimously found that Saadeh was completely competent, it appropriately dismissed the petition for determination of incapacity and terminated the ETG. The court was within its authority in these rulings.

[5] We agree with the trial court that when the court conferred the ward's rights on the ETG, it removed them from the ward; both cannot simultaneously exercise those rights. Section 744.3031(1) provides that the court shall specify the rights to be exercised by the ETG. In this case, the order delegated to the ETG all legal rights, reserving only the right to vote to the ward. Thus, the court removed the ward's

rights restored at the end of the temporary guardianship. The court stated:

If it's determined that he's not incapacitated, then it seems to me there's no reason that the court should have entered this settlement agreement in the first place because he should be allowed to exercise his own free will with regard to this instrument.... If it's wrong, I want to undo it.

A lengthy hearing ensued regarding whether Saadeh should have the right to choose his attorney. Both the ETG and the ward's court-appointed attorney argued that he did not have the right to choose his attorney. Nevertheless the court permitted Saadeh to hire his own attorney. The court also reappointed an examining committee for the purpose of determining Saadeh's incapacity. In all other respects, the guardianship continued, and Saadeh did not regain any of his rights. In fact, his attorneys had to request and receive permission for him to travel.

Each member of the new examining committee met with Saadeh and declared him fully competent and capable of managing his own affairs. At the hearing to determine incapacity, the recently retained attorney for the children as trustees under the trust contended that because of the May 21st order dismissing the incapacity hearings, there was no competency issue to be resolved. Nonetheless, the court pointed out that all parties had labored under the assumption that incapacity was still at issue. The court proceeded to consider the examining committee reports. Based upon the unanimous determination of the examining committee that Saadeh was competent, the court dismissed the petition.

Unfortunately, this did not end the litigation, far from it. Saadeh had already filed a petition to revoke the trust. In his petition, he claimed the following: 1) he had executed the trust based upon undue influence, coercion, and duress and without understanding its terms; 2) his children participated in the coercion and duress imposed on him and stood to gain substantially through the provisions of the trust; 3) he was denied the right to consult counsel of his choice; 4) the trust was inconsistent with the terms that he had previously discussed he would be willing to enter; 5) he did not agree to a trust that he could not revoke; and, 6) because he had never agreed to the trust when the settlement was presented to the trial court, a fraud on the court had been committed. The

children defended as trustees and filed a declaratory judgment action to determine the validity of the trust.

Eventually, Saadeh moved for summary judgment. The three questions addressed to the court were: 1) whether the May 2009 order requiring the execution of the trust and dismissal of the incapacity proceedings was properly entered and valid; 2) whether Saadeh lacked the legal right or power to enter into the settlement or trust agreement; and 3) whether the trust agreement was void ab initio. The court did not reach the question of undue influence, coercion, duress, or fraud on the court.

The court found that the May 2009 order was entered, but it did not authorize the execution of an irrevocable trust. When the court entered the order, it was not informed of catastrophic gift tax consequences if the trust was created, nor was it informed that the trust could not be revoked by Saadeh himself. **When it appointed the ETG and granted her all of the ward's legal rights, it thereby removed them from the ward. Thus, Saadeh had no legal capacity to enter into the trust *247 agreements.** Therefore, the June 2009 trust agreement was void ab initio.

In addition, while the May 2009 order provided that the execution of the trust was the least restrictive alternative to a guardianship, the court found that "[t]he implementation of a least restrictive alternative to plenary guardianship presupposes the appointment of a plenary guardian is warranted." See § 744.344(2), Fla. Stat. (2008). If the court does not find a need for a plenary guardianship, then there is no need for a least restrictive alternative. The court could not order any less restrictive alternative before it found incapacity on the part of the ward. Finally, the court found that the trust went beyond the terms of the order in that the trust was executed as an irrevocable trust with very significant tax consequences. For these reasons, the trial court determined the trust was void ab initio and ordered the return of the trust assets to Saadeh. From this order, the trustees appeal.

[1] The co-trustees attack the trial court's final judgment by first arguing that the May 2009 agreed order was final, but not appealed; therefore, it is no longer subject to attack. They cite, however, to cases involving a voluntary dismissal of proceedings. This was not a voluntary dismissal, but rather an allegedly agreed settlement and a mutual dismissal. They also contend that the court was without jurisdiction to vacate the May 2009 order of dismissal because there was no incapacity petition pending due to its earlier dismissal. We disagree.

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right to contract. The fact that the court removed his right to contract was specifically discussed not only in the original hearing appointing the ETG but in almost every other hearing thereafter.

[6] To permit both a ward and the guardian to exercise the right to contract would render the protection afforded by an ETG non-existent. In such cases, the ward could continue to deal with his or her property and conceivably give it all away while a petition for incapacity is pending even though that person is incompetent but not officially adjudicated as such. The ETG would be faced with the difficult task of recovering missing property.

This case is distinguishable from *Holmes v. Burchett*, 766 So.2d 387 (Fla. 2d DCA 2000). In *Holmes* an ETG was appointed for the ward. *Id.* at 388 n. 2. The trial court refused to permit an attorney retained by the ward from participating in *249 the incapacity proceedings even though, pursuant to section 744.33(12)(a), the alleged incapacitated person was entitled to substitute his or her own attorney for the one appointed by the court. *Id.* The appellate court granted certiorari, concluding that until the ward is declared incompetent, she is presumed competent to contract and to substitute her chosen counsel. *Id.* However, in *Holmes* there is no mention as to what rights were conferred on the ETG. Thus, the opinion does not stand for the proposition that even though the legal right to contract is removed from a ward, the ward may still contract until found incapacitated.

In re Guardianship of Graham, 963 So.2d 275 (Fla. 4th DCA 2007) is more on point. In that case, a petition to determine the incapacity of the ward was filed, and an ETG with plenary authority over the ward's person and property was appointed,

much like the ETG authority in this case. *See id.* at 276–77. The trial court did not adjudicate the ward incapacitated before the ward filed a motion to substitute counsel, which the trial court denied. *See id.* On petition for writ of certiorari to this Court, we denied the petition on the ground that where the ward's right to contract had been removed by the appointment of a plenary guardian, she did not possess the right to contract and enter into an agreement with the attorney. *See id.* at 278. *Graham* is consistent with the trial court's conclusion that where an ETG is granted the right to contract, the ward can no longer exercise that power.

As found by the trial court in granting summary judgment, at the time of the execution of the trust, the right to contract had been removed from Saadeh, as the parties acknowledged to the court the day that the trust was signed. Section 736.0402(1), Florida Statute (2008), provides that “[a] trust is created *only if*: (a) the settler has *capacity* to create a trust.” § 736.0402(1)(a), Fla. Stat. (2008) (emphasis added). Thus, because Saadeh had no legal right to execute the trust, the trust was invalid and void. The trial court's ruling was correct.

With respect to the issues raised in connection with the remaining orders on appeal, we find no error.

Affirmed.

WARNER, DANBOEGIAN and CONNER, JJ., concur.

Parallel Citations

37 Fla. L. Weekly D1696

Footnotes

1 The five orders include: 1) “Order Dismissing Incapacity Proceedings” dated September 9, 2009; 2) “Order on November 10, 2009 Hearing Re Saadeh's Motion to Strike Co-Trustees' Motion to Dismiss” nunc pro tunc to November 10, 2009; 3) “Order Granting Motion for Partial Summary Judgment and Rendering Final Judgment” dated December 22, 2009; 4) “Order on Karim Saadeh's Motion to Enforce Judgment and Release Funds to Karim H. Saadeh and for Attorney Fees” dated March 23, 2010; and 5) “Order Granting Saadeh's Amended Motion to Dismiss” dated September 17, 2010.

2 The ETG prepared an affidavit which Saadeh signed, stating that he had executed the trust agreement voluntarily. However, Saadeh has continually testified that he was misled as to the terms of the trust and that his execution was not voluntary. He was told that the execution of the trust was the only way he could end the guardianship proceedings and get his life back to normal.

right to contract. The fact that the court removed his right to contract was specifically discussed not only in the original hearing appointing the ETG but in almost every other hearing thereafter.

[6] To permit both a ward and the guardian to exercise the right to contract would render the protection afforded by an ETG non-existent. In such cases, the ward could continue to deal with his or her property and conceivably give it all away while a petition for incapacity is pending even though that person is incompetent but not officially adjudicated as such. The ETG would be faced with the difficult task of recovering missing property.

This case is distinguishable from *Holmes v. Burchett*, 766 So.2d 387 (Fla. 2d DCA 2000). In *Holmes*, an ETG was appointed for the ward. *Id.* at 388 n. 2. The trial court refused to permit an attorney retained by the ward from participating in *249 the incapacity proceedings even though, pursuant to section 744.33(2)(a), the alleged incapacitated person was entitled to substitute his or her own attorney for the one appointed by the court. *Id.* The appellate court granted certiorari, concluding that until the ward is declared incompetent, she is presumed competent to contract and to substitute her chosen counsel. *Id.* However, in *Holmes* there is no mention as to what rights were conferred on the ETG. Thus, the opinion does not stand for the proposition that even though the legal right to contract is removed from a ward, the ward may still contract until found incapacitated.

In re Guardianship of Graham, 963 So. 2d 275 (Fla. 4th DCA 2007) is more on point. In that case, a petition to determine the incapacity of the ward was filed, and an ETG with plenary authority over the ward's person and property was appointed.

Footnotes

- 1 The five orders include: 1) "Order Dismissing Incapacity Proceedings" dated September 9, 2009; 2) "Order on November 10, 2009 Hearing Re Saadeh's Motion to Strike Co-Trustees' Motion to Dismiss" *nunc pro tunc* to November 10, 2009; 3) "Order Granting Motion for Partial Summary Judgment and Rendering Final Judgment" dated December 22, 2009; 4) "Order on Karim Saadeh's Motion to Enforce Judgment and Release Funds to Karim H. Saadeh and for Attorney Fees" dated March 23, 2010; and 5) "Order Granting Saadeh's Amended Motion to Dismiss" dated September 17, 2010.
- 2 The ETG prepared an affidavit which Saadeh signed, stating that he had executed the trust agreement voluntarily. However, Saadeh has continually testified that he was misled as to the terms of the trust and that his execution was not voluntary. He was told that the execution of the trust was the only way he could end the guardianship proceedings and get his life back to normal.

much like the ETG authority in this case. *See id.* at 276-77. The trial court did not adjudicate the ward incapacitated before the ward filed a motion to substitute counsel, which the trial court denied. *See id.* On petition for writ of certiorari to this Court, we denied the petition on the ground that where the ward's right to contract had been removed by the appointment of a plenary guardian, she did not possess the right to contract and enter into an agreement with the attorney. *See id.* at 278. *Graham* is consistent with the trial court's conclusion that where an ETG is granted the right to contract, the ward can no longer exercise that power.

As found by the trial court in granting summary judgment, at the time of the execution of the trust, the right to contract had been removed from Saadeh, as the parties acknowledged to the court the day that the trust was signed. Section 736.0402(1), Florida Statute (2008), provides that "[a] trust is created *only if*: (a) the settler has *capacity* to create a trust." § 736.0402(1)(a), Fla. Stat. (2008) (emphasis added). Thus, because Saadeh had no legal right to execute the trust, the trust was invalid and void. The trial court's ruling was correct.

With respect to the issues raised in connection with the remaining orders on appeal, we find no error.

Affirmed.

WARNER, DAMOORGIAN and CONNER, JJ., concur.

Parallel Citations

37 Fla. L. Weekly D1696

744.447. Petition for authorization to act, FL ST § 744.447

West's Florida Statutes Annotated

Title XLIII. Domestic Relations (Chapters 741-759)

Chapter 744. Guardianship (Refs & Annos)

Part VI. Powers and Duties

West's F.S.A. § 744.447

744.447. Petition for authorization to act

Currentness

(1) Application for authorization to perform, or confirmation of, any acts under s. 744.441 or s. 744.446 shall be by petition stating the facts showing the expediency or necessity for the action; a description of any property involved; and the price and terms of a sale, mortgage, or other contract. The application must state whether it conforms to the general terms of the guardianship report and whether the ward has been adjudicated incapacitated to act with respect to the rights to be exercised.

(2) No notice of a petition to authorize a sale of perishable personal property or of property rapidly deteriorating shall be required. Notice of a petition to perform any other acts under s. 744.441 or s. 744.446 shall be given to the ward, to the next of kin, if any, and to those interested persons who have filed requests for notices and copies of pleadings, as provided in the Florida Probate Rules, unless waived by the court. Notice need not be given to a ward who is under 14 years of age or who has been determined to be totally incapacitated.

Credits

Laws 1974, c. 74-106, § 1; Fla.St.1974, Supp. § 744.503; Laws 1975, c. 75-222, §§ 24, 26; Laws 1979, c. 79-221, § 12; Laws 1989, c. 89-96, § 76; Laws 1990, c. 90-271, § 55.

NOTES OF DECISIONS (11)

West's F. S. A. § 744.447, FL ST § 744.447

Current through Ch. 255 (End) of the 2014 2nd Reg. Sess. and Sp. "A" Sess. of the Twenty-Third Legislature

(5)

1027-15

Filing # 23040712 E-Filed 01/27/2015 04:45:36 PM

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO, SR.
An incapacitated person.

PROBATE/GUARDIANSHIP DIV. "IX"
CASE NO. 502014GA000369XXXXSB

GUARDIAN'S VERIFIED PETITION FOR DIRECTION TO ACT

Elizabeth Savitt ("Guardian"), by and through the undersigned counsel, and pursuant to Fla. Stat. §744.447, hereby petitions this Court for the entry of an order authorizing her to act, and in support, states as follows:

Introduction

1. The Guardian was appointed on September 9, 2014, as the limited guardian of the person and property for the captioned Ward.
2. Shortly thereafter, in October of 2014, the Guardian sought to compel the return of certain of the Ward's funds and property from the Ward's adult children, Albert Vasallo, Jr. ("Al Jr.") and Susan Mast ("Susan").
3. Prior to a hearing on these contentious matters, the parties participated in court-directed mediation.

Mediated Agreement

4. On December 1, 2014, the Guardian, Al Jr., Susan, and the Ward's court-appointed counsel participated in the referenced mediation before the Honorable Jack Cook (retired). The mediation resulted in a signed agreement that is set forth on Exhibit 1 hereto (the "Mediated Term Sheet").
5. The parties to the mediation executed a Mediated Term Sheet on that date. The Mediated Term Sheet contains all of the material terms of an agreement. Nevertheless, it expressly

states that the Mediated Term Sheet is to be reduced to a formal written agreement and that promissory notes are to be executed by Al Jr. and by Susan. A copy of the Mediated Term Sheet is attached hereto as Exhibit "1".

6. After the Mediated Term Sheet was executed, counsel for the Guardian and for Susan and Al Jr. agreed on the form of a settlement agreement and promissory notes. However, as of the date of filing the instant Petition, both of the Ward's adult children who are parties to it, Al Jr. and Susan, have either refused to execute or refused to deliver the signed formalized agreement. They also will not deliver the promissory notes required by the mediated terms. Their counsel has now moved to withdraw, quite possibly because of Susan and Al Jr.'s apparent decision to renege on the Mediated Term Sheet.

7. Action is now required by the Guardian, subject to court authorization, to either (1) enforce the Mediated Term Sheet or (2) to abandon it and sue Susan and Al Jr. The action contemplated herein is not inconsistent with any guardianship report or plan. This petition for judicial direction and authorization follows.

A) Petition to Approve the Mediated Term Sheet

8. Pursuant to Fla. Stat. §744.447 and Fla. Stat. §744.441(2), (10) and (11), the Guardian seeks this Court's approval and authorization for her execution of such Mediated Term Sheet (and for the prospective execution of such written formalized agreement as was contemplated therein). A summary of the Mediated Term Sheet is as follows:

- a. Al Jr. will execute a promissory note for \$45,000 payable to the Guardian at 4% per annum interest.
- b. Susan will execute a promissory note for \$54,000 payable to the Guardian at 4% per interest.

- c. Susan will execute a second promissory note for \$8,000 to the Guardian at 4% per annum with interest running from September 9, 2014, the enforcement of which is subject to Susan's failure to account to the Guardian for \$8,120 in electronic withdrawals of the Ward's funds.
- d. Each promissory note is due at the earlier of (1) the death of the Ward or (2) under the 15-year amortization schedule. Each note is secured by the obligor's inheritance or trust distributions.
- e. The parties agreed on a current expense budget ("Expenses") of \$820 per month (subject to adjustments) and payment of \$2,083 per month as compensation to Susan Mast for care of the Ward, if the then-current schedule continues.
- f. The parties agreed to exchange mutual general releases except as to the performance of this agreement.
- g. The Guardian consented to represent to the Court that it is not in the best interests of the Ward for any of his family to serve as his trustee.
- h. Attorneys' fees are borne by the parties.
- 9. The Guardian believes it is in the best interest of the Ward for the Court to ratify the Mediated Term Sheet. An agreement will largely avoid the legal expense from the guardianship which would be associated with litigation on the merits. The Guardian also believes that it was a fair and reasonable compromise regarding obligations owed to the Ward. *See Fla. Stat. §744.441(2), (10).*

10. For these reasons, the Guardian requests the Court's entry of an order authorizing her act of executing the Mediated Term Sheet and the prospective written formalized agreement.

B) Petition to Permit a Lawsuit to Enforce It

11. As of the date of filing the instant Petition, the Ward's two adult children who agreed to the Mediated Term Sheet have not complied with the mediated terms. Their counsel has now moved to withdraw.

12. Accordingly, the Guardian seeks authorization vis-à-vis Fla. Stat. §744.441(11), to bring an action against Al Jr. and Susan to enforce the Mediated Term Sheet. More particularly, the Guardian seeks this Court's authorization, if necessary, to institute and prosecute proceedings for the protection of the Ward's estate, as part of her duties. See Fla. Stat. §744.441(11).

13. Section §744.441(11) provides in relevant part:

After obtaining approval of the court pursuant to a petition for authorization to act [...] a guardian of the property [...] may:

(11) Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties. (emphasis supplied)

14. As the Guardian has a fiduciary obligation to protect the Ward's person and property, it is appropriate for the Guardian and beneficial to the Ward for her to institute proceedings against Al Jr. and Susan relative to their breach of the Mediated Term Sheet, and to otherwise protect, marshal, and secure the Ward's revocable trust and assets which would be available for his benefit.

15. For these reasons, the Guardian seeks this Court's authorization to institute proceedings against Al Jr. and Susan to enforce the Mediated Term Sheet setting forth their agreement. In connection with such proceedings, the Guardian seeks attorney's fees and costs, for these services performed on behalf of and for the benefit to the Ward, pursuant to Fla. Stat. §744.108.

C) Alternatively, the Guardian petitions for court approval to sue Susan and Al Jr. for damages.

16. Alternatively, if the Mediated Term Sheet is not approved or if a litigation to enforce the Mediated Term Sheet fails, then the Guardian requests court approval to sue Susan and Al Jr. in the Civil Division to recover the substantial funds that are rightfully the property of the Ward; to void transfers of the Ward's property that were undertaken at a time when he lacked capacity; and to address those instances in which Susan and Al Jr. have exploited or taken advantage of the Ward both before and after the Guardianship. If no mediated agreement exists, then the Ward will still be owed money from Susan and Al Jr. and it is therefore in the best interest of the Ward's estate to take legal action to recover it.

D) The Guardian seeks further authorization from this Court to amend and fund the Ward's Revocable Trust in accordance with Fla. Stat. §744.441(17) and/or (19).

17. The Ward maintained assets pursuant to the Albert Vassallo Revocable Trust Agreement (the "Revocable Trust"). When he became incapacitated, three of his children (James, Susan, and Al Jr.) became the successor co-Trustees. On September 30, 2014, this Court directed all financial institutions to distribute and/or transfer immediately all of the ward's funds, including accounts belonging to the Revocable Trust, to the guardianship account on behalf of the Ward.

18. The Revocable Trust, however, is a reasonable alternative mechanism for the Ward's assets (1) to be used during life and (2) to pass to his heirs outside of probate as an estate planning mechanism. Unfortunately, two of the co-Trustees are Susan and Al Jr. (i.e., the proposed defendants in the claims discussed above). Because of their adverse position to the Ward and the Guardian, they should not continue to serve as co-trustee. A third co-Trustee, James, is so hostile to his siblings and vice-versa as a result of this litigation that he cannot serve objectively as a co-Trustee.

19. Accordingly, it is in the Ward's best interest to be rid of any inter-family disputes over the Trust and for the Guardian to serve as the sole Trustee of the Revocable Trust, funded with the Ward's assets pursuant to section 744.441(17) and (19), for the remainder of the Ward's life. Therefore, the Guardian seeks the authorization of this Court to amend the Ward's revocable trust pursuant to the provisions Fla. Stat. §744.441(19).

20. Fla. Stat. §744.441(19) provides:

After obtaining approval of the court pursuant to a petition for authorization to act [...] a guardian of the property [...] may:

(19) Create or **amend revocable trusts** or create irrevocable trusts of property of the ward's estate which may extend beyond the disability or life of the ward in connection with estate, gift, income, or other tax planning **or in connection with estate planning**. The court shall retain oversight of the assets transferred to a trust, unless otherwise ordered by the court. (emphasis supplied).

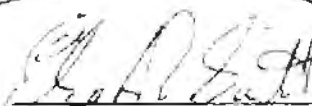
21. The powers conferred in subsection (19) are directly applicable here, subject to Court approval. The Ward could have amended his own Revocable Trust and replaced the named successor co-Trustees at will and at any time, but for the adjudication of his incapacity and the appointment of the Guardian in this captioned cause. See Fla. Stat §736.0402(1)(a); *Jasser v. Saddeh*, 97 So. 3d 241 (Fla. 4th DCA 2012). Under subsection (19), the Guardian may now do so in the Ward's place if the Court approves. The Guardian should therefore be permitted to do so in his place and replace the feuding siblings with a single, court-appointed Trustee who is also the Guardian.

WHEREFORE, the Guardian prays that this Court enter an order which grants the instant Petition, as follows.

- (1) grant to the Guardian the authority to execute the Mediated Term Sheet and the formal written agreement as contemplated;
- (2) grant the Guardian the authority to institute breach of contract proceedings against Al Jr and Susan for their breach of the Mediated Term Sheet, and, alternatively, to sue them for the underlying wrongs that were the basis for the Guardian's claims that led to the Mediated Term Sheet.
- (3) grant to the Guardian the authority to amend the Ward's Revocable Trust by replacing the named co-Trustees and to fund the Revocable Trust;
- (4) award to the Guardian her reasonable attorney's fees and costs, and
- (5) grant any other such further relief as this Court deems just and proper

VERIFICATION

Under penalty of perjury, I have read the foregoing document and the facts stated therein are true


Elizabeth Savitt 1-27-15
Date

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail/e-service upon: **Sheri L. Hazeltine, Esquire**, 800 Palm Trail, Suite 3, Delray Beach, FL 33483 (sheri@hazeltinelaw.com), **Brian M. O'Connell, Esquire**, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 (service@ciklinlubitz.com, probateservice@ciklinlubitz.com), **Robert M. Trinkler, Esquire**, SunTrust Center, Suite 1050, 515 East Las Olas Boulevard, Fort Lauderdale, FL 33301 (legal-service@palthomaslaw.com) and **James Vassallo** via e-mail (james.vassallo@yahoo.com) and via regular U.S. mail to: **Ralph Vassallo**, 303 Lake Avenue South, Nesconset, NY 11767, **Jacqueline S. Cantela**, 26 Parkside Ave., Miller Place, NY 11764 and **Marie Vassallo-Castagnette**, 433 Mills Rd., Unit #26, Calverton NY 11933, this 27th day of January, 2015.

PANKAUSKI LAW FIRM PLLC
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0900
courtfilings@pankauskilawfirm.com

By: /s/ Robert J. Hauser
Robert J. Hauser
Florida Bar No.: 55141

Pankauski Law Firm P.L.L.C.
 120 South Olive Avenue
 7th Floor
 West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22292
Invoice Date	01/28/2015
For Services Through	12/31/2014
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
11/27/2014	RJH	<i>Receipt/Review</i> Review materials transmitted by client [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/01/2014	RJH	<i>Prepare</i> Review materials provided by Guardian [REDACTED].	0.30 at \$ 350.00/hr	\$ 105.00
12/01/2014	RJH	<i>Prepare</i> Prepare for mediation.	0.50 at \$ 350.00/hr	\$ 175.00
12/01/2014	RJH	<i>Mediation</i> Attend successful mediation of disputes with Albert Vassallo Jr, and Susan Mast before Hon. Jack Cook.	7.20 at \$ 350.00/hr	\$ 2,520.00
12/02/2014	RJH	<i>Phone Call</i> Telephone call with B. O'Connell regarding [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/03/2014	RJH	<i>Phone Call</i> Telephone calls with S. Hazeltine office regarding [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/03/2014	RJH	<i>Prepare correspondence</i> Memos to and telephone call with B. O'Connell office regarding [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/03/2014	RJH	<i>Client Communication</i> Memos to and from client about [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/03/2014	RJH	<i>Court Time--Prepare For</i> Prepare for hearing on 12/4/14	0.20 at \$ 350.00/hr	\$ 70.00
12/03/2014	RJH	<i>Phone Call</i> Phone call with B. O'Connell regarding [REDACTED].	0.20 at \$ 350.00/hr	\$ 70.00
12/03/2014	ARS	<i>Attention to</i> Attention to hearing preparation for UMC on motion to cancel and reset hearing, approve notice of appearance for filing	0.40 at \$ 300.00/hr	\$ 120.00
12/03/2014	HLG	<i>Prepare</i> Prepare and finalize for filing and service, update file and pleadings index and e-file and e-serve Notice of Appearance.	0.30 at \$ 150.00/hr	\$ 45.00

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12/03/2014	LCC	<i>Attention to</i> Attended to correspondence: Ralph Vassallo, Jacqueline Cantela, and Marie Vassallo-Castagnette re: Notice of Appearance and Request for Electronic Service; Email correspondence to client re: [REDACTED]	0.30 at \$ 150.00/hr	\$ 45.00
12/03/2014	HLG	<i>Prepare</i> Preparation of materials for hearing on 12/04/2014; prepare email correspondence to Carl Kelley requesting court reporter for same.	0.80 at \$ 150.00/hr	\$ 120.00
12/04/2014	RJH	<i>Court Time</i> Attend hearing on motion to postpone 12/9 hearing.	0.90 at \$ 350.00/hr	\$ 315.00
12/04/2014	RJH	<i>Communication from Opposing Counsel</i> Conference with R. Trinkler about disposition of trust matter.	0.20 at \$ 350.00/hr	\$ 70.00
12/05/2014	RJH	<i>Client Communication</i> Review and respond to client memos regarding [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
12/08/2014	RJH	<i>Prepare comm to counsel</i> Memo to B. O'Connell [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
12/10/2014	RJH	<i>Case Management</i> Review and reply to B. Labutka status memo regarding settlement agreement draft.	0.10 at \$ 350.00/hr	\$ 35.00
12/11/2014	RJH	<i>Client Communication</i> [REDACTED]	0.10 at \$ 0.00/hr	No Charge
12/11/2014	RJH	<i>Receipt/Review</i> Review proposed settlement agreement draft prepared by Ciklin [REDACTED]	0.30 at \$ 350.00/hr	\$ 105.00
12/12/2014	RJH	<i>Court filed document</i> Review draft settlement agreement; 2 memos to R. Trinkler and Ciklin Lubitz with comments and suggested revisions.	0.50 at \$ 350.00/hr	\$ 175.00
12/12/2014	RJH	<i>Receipt/Review</i> Review C. Hark memo regarding representation of James Vassallo and requesting telephone call.	0.10 at \$ 350.00/hr	\$ 35.00
12/12/2014	RJH	<i>Phone Call</i> Telephone call with C. Hark regarding interests of James Vassallo.	0.30 at \$ 350.00/hr	\$ 105.00
12/12/2014	RJH	<i>Client Communication</i> [REDACTED]	0.10 at \$ 0.00/hr	No Charge
12/12/2014	RJH	<i>Client Communication</i> Update memo to client regarding [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00

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Invoice #	22292
Invoice Date	01/28/2015
For Services Through	12/31/2014
Terms:	N/A

12/12/2014	RJH	<i>Client Communication</i> Transmittal memo to client [REDACTED].	0.10 at \$ 0.00/hr	No Charge
12/12/2014	RJH	<i>Client Communication</i> Update memo to client re: [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
12/17/2014	RJH	<i>Settlement or Settlement Agreement</i> Revise release and transmit to client and counsel.	0.40 at \$ 350.00/hr	\$ 140.00
12/18/2014	RJH	<i>Phone Call</i> Set up and attend phone call with R. Trinkler regarding settlement agreement terms.	0.40 at \$ 350.00/hr	\$ 140.00
12/18/2014	RJH	<i>Client Communication</i> [REDACTED].	0.30 at \$ 350.00/hr	\$ 105.00
12/19/2014	RJH	<i>Receipt/Review</i> Review client memo.	0.10 at \$ 0.00/hr	No Charge
12/23/2014	RJH	<i>Communication from Opposing Counsel</i> Draft follow up memo to R. Trinkler regarding status of signed agreement; review response; forward to client; reply to response.	0.20 at \$ 350.00/hr	\$ 70.00
12/31/2014	RJH	<i>Case Management</i> Memos to and from E. Savitt and to and from R. Trinkler regarding follow up on settlement status [REDACTED].	0.20 at \$ 350.00/hr	\$ 70.00
In Reference To: G/O Albert Vassallo (Expenses)				
12/17/2014	DLM	<i>Court Reporter</i> Check # 13898 to Pleasanton Greenhill Meek & Marsaa Inv. 53978 dtd 12/5/2014 Re: court reporter at hearing before Judge French on 12/4/2014	\$95.00	\$ 95.00

Total Hours: 15.60 hrs
Total Prof Service: \$ 5,020.00
Total Expenses: \$ 95.00
Total Invoice Amount: \$ 5,115.00

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22292
Invoice Date	01/28/2015
For Services Through	12/31/2014
Terms:	N/A

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

Pankauski Law Firm P.L.L.C
 120 South Olive Avenue
 7th Floor
 West Palm Beach, FL 33401

Invoice submitted to

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22333
Invoice Date	03/12/2015
For Services Through	01/31/2015
Terms	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
01/02/2015	RJH	<i>Receipt/Review</i> Review R. Trinkler letter [REDACTED], forward to client for consideration	0.20 at \$ 350.00/hr	\$ 70.00
01/02/2015	RJH	<i>Prepare comm to counsel</i> Memo to R. Trinkler requesting [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/05/2015	RJH	<i>Client Communication</i> Advice memo to client about [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/05/2015	RJH	<i>Communication from Opposing Counsel</i> Memo to R. Trinkler requesting [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
01/06/2015	RJH	<i>Client Communication</i> Telephone call with client about [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
01/06/2015	RJH	<i>Prepare correspondence</i> Prepare demand letter to R. Trinkler on behalf of S. Mast concerning [REDACTED]	0.30 at \$ 350.00/hr	\$ 105.00
01/06/2015	RJH	<i>Client Communication</i> Review [REDACTED] and transmit [REDACTED] to client for approval or revision.	0.10 at \$ 350.00/hr	\$ 35.00
01/07/2015	RJH	<i>Prepare correspondence</i> Finalize and transmit demand letter re [REDACTED] R. Trinkler.	0.10 at \$ 350.00/hr	\$ 35.00
01/09/2015	RJH	<i>Communication from Opposing Counsel</i> Review R. Trinkler memo regarding settlement status, asbestos settlement checks; and dispute over \$8100 of Ward funds	0.10 at \$ 350.00/hr	\$ 35.00
01/09/2015	RJH	<i>Client Communication</i> Memo to client [REDACTED]	0.10 at \$ 0.00/hr	No Charge
01/09/2015	RJH	<i>Prepare comm to counsel</i> Response memo to R. Trinkler, including request for conference call with B. Savitt to discuss \$8100 issue.	0.10 at \$ 350.00/hr	\$ 35.00
01/09/2015	HLG	<i>Phone Call</i> Telephone call from Jennifer at R. Trinkler's office regarding conference with R. Hauser and B. Savitt.	0.20 at \$ 0.00/hr	No Charge
01/12/2015	HLG	<i>Attention to</i> Attention to coordinating telephone conference with client and counsel; prepare email correspondence to B. Savitt regarding same; telephone call to R. Trinkler's office regarding status of same	0.20 at \$ 0.00/hr	No Charge

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 7th Floor
 West Palm Beach, FL 33401

Invoice submitted to

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22333
Invoice Date	03/12/2015
For Services Through	01/31/2015
Terms	N/A

01/13/2015	RJH	<i>Case Management</i> Memos to and from H. Graboyes to set up conference call on 1/19/2015.	0.10 at \$ 0.00/hr	No Charge
01/13/2015	RJH	<i>Receipt/Review</i> Review client memo asking about R. Trinkler's response [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/14/2015	RJH	<i>Client Communication</i> Memos to and from client about [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
01/14/2015	HLG	<i>Attention to</i> Attention to Settlement Agreement and coordinating conference regarding case status; telephone call with Jennifer from R. Trinkler's office; prepare email correspondence to R. Trinkler and B. Savitt regarding same.	0.40 at \$ 150.00/hr	\$ 60.00
01/15/2015	RJH	<i>Client Communication</i> Review and respond to client memos [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
01/15/2015	RJH	<i>Prepare correspondence</i> Memos to R. Trinkler regarding A. Vassallo Jr. failure to execute settlement agreement; review response and forward to client.	0.20 at \$ 350.00/hr	\$ 70.00
01/16/2015	RJH	<i>Case Management</i> Memo to H. Graboyes and telephone call re: cancellation of telephone conference on 1/19/2015.	0.10 at \$ 0.00/hr	No Charge
01/16/2015	HLG	<i>Attention to</i> Attention to telephone conference with counsel regarding accounting; telephone call with Jennifer regarding cancellation of telephone conference; prepare email correspondence to client regarding same.	0.10 at \$ 0.00/hr	No Charge
01/21/2015	RJH	<i>Client Communication</i> [REDACTED]	0.40 at \$ 350.00/hr	\$ 140.00
01/21/2015	RJH	<i>Client Communication</i> Memos to E. Savitt regarding [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
01/22/2015	RJH	<i>Conference</i> Office conference with A. Sabocik about [REDACTED]	0.40 at \$ 350.00/hr	\$ 140.00

Pankauski Law Firm P.L.L.C.
 120 South Olive Avenue
 7th Floor
 West Palm Beach, FL 33401

Invoice submitted to

Bersv Savitt Re G/O Albert Vassallo

Invoice #	22333
Invoice Date	03/12/2015
For Services Through	01/31/2015
Terms	N/A

01/22/2015	RJH	<i>Client Communication</i> Draft and revise advice memo to client [REDACTED] [REDACTED]; [REDACTED] [REDACTED]	0.50 at \$ 350.00/hr	\$ 175.00
01/22/2015	RJH	<i>Conference</i> Memo to A. Sabocak regarding [REDACTED] [REDACTED]	0.10 at \$ 0.00/hr	No Charge
01/22/2015	ARS	<i>Attention to</i> [REDACTED] [REDACTED]	0.20 at \$ 300.00/hr	\$ 60.00
01/22/2015	ARS	<i>Attention to</i> [REDACTED] [REDACTED] [REDACTED]	2.10 at \$ 300.00/hr	\$ 630.00
01/22/2015	HLG	<i>Receipt/Review</i> Receipt and review of Petition for Authorization to Sell Homestead Property of Ward dated 01/22/2015; update file regarding same	0.10 at \$ 150.00/hr	\$ 15.00
01/23/2015	RJH	<i>Receipt/Review</i> Review R. Trinkler motion to withdraw; forward to client [REDACTED] [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/23/2015	RJH	<i>Court filed document</i> Revise draft petition.	0.90 at \$ 350.00/hr	\$ 315.00
01/23/2015	RJH	<i>Client Communication</i> Memo to E. Savitt [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/23/2015	RJH	<i>Conference</i> [REDACTED] [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/23/2015	ARS	<i>Prepare</i> Continued preparation of draft petition for authorization to act	1.60 at \$ 300.00/hr	\$ 480.00
01/23/2015	ARS	<i>Receipt/Review</i> Reviewed RJH email to client re. copy of draft petition for authorization	0.10 at \$ 0.00/hr	No Charge
01/23/2015	HLG	<i>Receipt/Review</i> Receipt and review of Motion to Withdraw by Robert Trinkler dated 01/23/2015; update file and pleadings index regarding same	0.10 at \$ 150.00/hr	\$ 15.00
01/26/2015	RJH	<i>Court filed document</i> Revise draft petition for authorization	0.70 at \$ 350.00/hr	\$ 245.00

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Terms:	N/A

01/26/2015	RJH	<i>Client Communication</i> Memo to client [REDACTED]; [REDACTED]	0.30 at \$ 350.00/hr	\$ 105.00
01/26/2015	ARS	<i>Attention to</i> Attention to status re: petition for authorization, and review of rule with RJH	0.20 at \$ 300.00/hr	\$ 60.00
01/26/2015	ARS	<i>Receipt/Review</i> Reviewed RJH email transmittal to client re: [REDACTED]; NO CHARGE	0.20 at \$ 0.00/hr	No Charge
01/27/2015	RJH	<i>Client Communication</i> Review 2 memos from client [REDACTED]; [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/27/2015	RJH	<i>Client Communication</i> Memo to client [REDACTED]; [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/27/2015	ARS	<i>Attention to</i> Attention to final petition for authorization in advance of filing	0.20 at \$ 300.00/hr	\$ 60.00
01/27/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and pleadings index and e-file and e-serve Guardian's Verified Petition for Direction to Act; forward copy of same to client via email; forward copy of same to Ralph Vassallo, Jacqueline Cantela and Marie Vassallo-Castagnette via regular mail.	0.40 at \$ 150.00/hr	\$ 60.00
01/28/2015	RJH	<i>Court filed document</i> Revise and finalize petition; add request to explicitly seek authorization for transfer of funds back into trust with court permission.	0.70 at \$ 350.00/hr	\$ 245.00
01/28/2015	HLG	<i>Receipt/Review</i> Receipt and review of email correspondence from clerk of the court regarding acceptance of court filed document - Petition for Authorization to Act dated 01/27/2015; update file and pleadings index regarding same.	0.10 at \$ 150.00/hr	\$ 15.00
01/29/2015	RJH	<i>Client Communication</i> Memos to and from client [REDACTED]; [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
01/29/2015	HLG	<i>Attention to</i> Attention to coordinating hearing on Petition for Authorization to Act; telephone call with Tahara regarding procedures for setting same.	0.20 at \$ 0.00/hr	No Charge

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01/29/2015	HLG	<i>Prepare</i> Prepare Order Specially Setting Hearing on Guardian's Verified Petition for Authorization to Act; forward same to counsel and parties via email requesting agreement of same; forward same to client via email requesting agreement of same; update file regarding same.	0.40 at \$ 150.00/hr	\$ 60.00
01/29/2015	HLG	<i>Receipt/Review</i> Receipt and review of email confirmation from B. Savitt regarding [REDACTED]	0.10 at \$ 150.00/hr	\$ 15.00
01/29/2015	HLG	<i>Prepare correspondence</i> Prepare correspondence to Judge French enclosing proposed order specially setting hearing on Petition for Direction to Act.	0.20 at \$ 150.00/hr	\$ 30.00
01/30/2015	RJH	<i>Prepare legal communication</i> Review and revise letter to Judge French setting hearing with attached proposed order.	0.20 at \$ 350.00/hr	\$ 70.00
01/30/2015	HLG	<i>Phone Call</i> Telephone Call with judicial assistant confirming hearing on 02/13/2015 re Petition for Direction to Act.	0.10 at \$ 0.00/hr	No Charge
01/30/2015	HLG	<i>Attention to</i> Revise and finalize correspondence and enclosures to Court regarding proposed order setting hearing on Petition for Direction to Act; prepare same for delivery via regular mail; update file regarding same; forward same to counsel and client via email.	0.50 at \$ 150.00/hr	\$ 75.00

Total Hours: 15.20 hrs
Total Prof Service: \$ 4,120.00
Total Invoice Amount: \$ 4,120.00

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22334
Invoice Date	03/12/2015
For Services Through	02/28/2015
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
02/03/2015	RJH	<i>Conference</i> Conference with H. Graboyes about preparing for hearing on 2/13/2015	0.10 at \$ 0.00/hr	No Charge
02/03/2015	HLG	<i>Prepare</i> Begin preparation of Order on Guardian's Verified Petition for Direction to Act.	0.20 at \$ 150.00/hr	\$ 30.00
02/03/2015	HLG	<i>Prepare correspondence</i> Begin preparation of letter to Court enclosing materials for hearing on Petition for Direction to Act scheduled for 02-13-2015.	0.20 at \$ 150.00/hr	\$ 30.00
02/04/2015	RJH	<i>Conference</i> Office conference with H. Graboyes about hand-delivery of hearing materials to court in advance of 2/13/2015 hearing.	0.10 at \$ 0.00/hr	No Charge
02/04/2015	RJH	<i>Court filed document</i> Prepare proposed order on verified petition for authorization to act.	0.90 at \$ 350.00/hr	\$ 315.00
02/04/2015	RJH	<i>Client Communication</i> Memo to client [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
02/04/2015	RJH	<i>Court Time--Prepare For</i> Review statutes and case law [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
02/04/2015	HLG	<i>Attention to</i> Attention to preparation of materials for hearing on 02/13/2015; research authority cited.	0.70 at \$ 150.00/hr	\$ 105.00
02/05/2015	RJH	<i>Court Time--Prepare For</i> Revise and finalize materials to be sent to trial court for hearing on Feb. 13, 2015.	0.50 at \$ 350.00/hr	\$ 175.00
02/05/2015	HLG	<i>Attention to</i> Finalize letter and enclosures to Judge French in connection with hearing on 02/13/2015; prepare same for hand delivery; update file regarding same; forward same to client and counsel.	0.40 at \$ 150.00/hr	\$ 60.00
02/06/2015	RJH	<i>Client Communication</i> Review fax copies of documents transmitted by R. Trinkler office; forward same to client.	0.10 at \$ 350.00/hr	\$ 35.00

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Terms	N/A

02/06/2015	RJH	<i>Prepare comm to counsel</i> Review R. Parrish memo and respond regarding scheduling of petition for authority to sell condominium on 2/13/15 along with other relief before Hon. David French.	0.10 at \$ 350.00/hr	\$ 35.00
02/06/2015	HLC	<i>Prepare correspondence</i> Prepare email correspondence to C. Kelley requesting court reporter for hearing on 02/13/2015; update file regarding same.	0.10 at \$ 0.00/hr	No Charge
02/08/2015	RJH	<i>Prepare comm to counsel</i> Memo to S. Hazeltine	0.10 at \$ 0.00/hr	No Charge
02/10/2015	RJH	<i>Court Time--Prepare For</i> [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
02/10/2015	RJH	<i>Client Communication</i> Memos to and from client and A. Sabocik regarding [REDACTED]	0.20 at \$ 0.00/hr	No Charge
02/10/2015	ARS	<i>Attention to</i> Attention to petition for authority [REDACTED]	0.30 at \$ 300.00/hr	\$ 90.00
02/11/2015	RJH	<i>Communication from Opposing Counsel</i> Review Cliff Hark memo indicating that he will represent James Vassallo in objection to his removal as trustee; [REDACTED]	0.40 at \$ 350.00/hr	\$ 140.00
02/11/2015	RJH	<i>Conference</i> Office conference with H. Graboyes regarding materials needed for 2/13/15 hearing	0.10 at \$ 0.00/hr	No Charge
02/12/2015	RJH	<i>Receipt/Review</i> Review objection filed on behalf of James Vassallo and case cited in opposition	0.20 at \$ 350.00/hr	\$ 70.00
02/12/2015	RJH	<i>Communication from Opposing Counsel</i> Memos to and from Cliff Hark regarding James' opposition to E. Savitt serving as sole trustee	0.20 at \$ 350.00/hr	\$ 70.00
02/12/2015	RJH	<i>Phone Call</i> Phone call with Jorjette Foglietta (attorney for Ward) about hearing on Friday 2/13/15	0.20 at \$ 350.00/hr	\$ 70.00
02/12/2015	RJH	<i>Court Time--Prepare For</i> Review and add materials to be used for hearing on 2/13/15, including final settlement agreement and executed tax agreements.	0.40 at \$ 350.00/hr	\$ 140.00

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Invoice Date	03/12/2015
For Services Through	02/28/2015
Terms:	N/A

02/12/2015	RJH	<i>Receipt/Review</i> Review notice of hearing on petition to sell homestead.	0.10 at \$ 0.00/hr	No Charge
02/12/2015	RJH	<i>Prepare comm to counsel</i> Draft memo to R. Trinkler requesting that he deliver signed promissory notes and agreement at hearing on 2/13/15.	0.10 at \$ 350.00/hr	\$ 35.00
02/12/2015	HLG	<i>Prepare</i> Attention to hearing scheduled for 02/13/2015; preparation of hearing folder and materials regarding same; prepare proposed blank order on Petition for Direction to Act.	1.60 at \$ 150.00/hr	\$ 240.00
02/12/2015	HLG	<i>Receipt/Review</i> Receipt and review of Notice of Hearing dated 02/12/2015, setting Petition for Authorization to Sell Homestead Property of Ward; update file regarding same.	0.10 at \$ 150.00/hr	\$ 15.00
02/13/2015	RJH	<i>Court Time--Prepare For</i> Prepare for guardianship court hearing on authorization to perform various acts.	0.70 at \$ 350.00/hr	\$ 245.00
02/13/2015	RJH	<i>Client Communication</i> Conference with client [REDACTED].	0.30 at \$ 350.00/hr	\$ 105.00
02/13/2015	RJH	<i>Court Time</i> Attend court hearing on authorization for guardian to act.	0.70 at \$ 350.00/hr	\$ 245.00
02/13/2015	RJH	<i>Conference</i> Conference with Clifford Hark, E. Savitt and Brian O'Connell before court hearing regarding proposed settlement [REDACTED].	0.20 at \$ 350.00/hr	\$ 70.00
02/13/2015	RJH	<i>Court Time</i> Travel to and from court for guardianship hearing.	1.00 at \$ 0.00/hr	No Charge
02/13/2015	RJH	<i>Communication from Opposing Counsel</i> Review and reply to M. Carbone message attaching signed 2/11/15 order for R. Trinkler to withdraw; review M. Carbone message apologizing for failing to serve Pankauski Law Firm PLLC; forward to client and atty for Ward.	0.20 at \$ 350.00/hr	\$ 70.00
02/13/2015	RJH	<i>Client Communication</i> Review E. Savitt memo regarding [REDACTED] ([REDACTED]); draft memo to client [REDACTED].	0.10 at \$ 0.00/hr	No Charge
02/13/2015	HLG	<i>Prepare</i> Preparation of Additional Materials for hearing on Petition for Direction to Act.	0.30 at \$ 150.00/hr	\$ 45.00

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02/13/2015	HLG	<i>Hearing</i> Attention to court hearing on Petition for Direction to Act.	2.70 at \$ 0.00/hr	No Charge
02/13/2015	ARS	<i>Attention to</i> Attention to and update re: hearing on petition for direction	0.40 at \$ 0.00/hr	No Charge
02/13/2015	HLG	<i>Receipt/Review</i> Receipt and review of Objection to Count D of Guardian's Verified Petition for Direction to Act dated 02/12/2015; update file regarding same.	0.10 at \$ 150.00/hr	\$ 15.00
02/18/2015	RJH	<i>Order</i> Dictate proposed order on approving mediated settlement agreement and term sheet.	0.10 at \$ 350.00/hr	\$ 35.00
02/18/2015	RJH	<i>Order</i> Dictate proposed order on modification of trust.	0.10 at \$ 350.00/hr	\$ 35.00
02/18/2015	ARS	<i>Attention to</i> Attention to strategy and proposed orders for 2/13 hearing	0.20 at \$ 300.00/hr	\$ 60.00
02/18/2015	HLG	<i>Order</i> Prepare Order on Mediated Term Sheet and Granting Other Relief and Order Approving Appointment of Trustee.	0.50 at \$ 150.00/hr	\$ 75.00
02/19/2015	RJH	<i>Client Communication</i> Communications with client about [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
02/19/2015	RJH	<i>Communication from Opposing Counsel</i> Review memo from C. Hark to E. Savitt.	0.10 at \$ 350.00/hr	\$ 35.00
02/19/2015	RJH	<i>Phone Call</i> Phone calls with C. Hark and J. Foglietta concerning proposed orders.	0.30 at \$ 350.00/hr	\$ 105.00
02/19/2015	RJH	<i>Order</i> Revise proposed orders and e-mail to counsel for approval.	0.80 at \$ 350.00/hr	\$ 280.00
02/20/2015	RJH	<i>Client Communication</i> Phone call with client [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
02/20/2015	RJH	<i>Order</i> Revise proposed order on settlement agreement per client comments and circulate to all counsel for comments.	0.60 at \$ 350.00/hr	\$ 210.00
02/20/2015	RJH	<i>Client Communication</i> Memos to and from client about [REDACTED]	0.30 at \$ 350.00/hr	\$ 105.00
02/20/2015	LCC	<i>Attention to</i> Attention to correspondence and materials for service to Judge French, Clifford Hark, Sheri Hazeltine, Brian O'Connell, Albert Vassallo, Jr., Susan Mast, and James Vassallo	0.60 at \$ 150.00/hr	\$ 90.00

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Betsy Savitt Re G/O Albert Vassallo

Invoice #	22334
Invoice Date	03/12/2015
For Services Through	02/28/2015
Terms:	N/A

02/24/2015	RJH	<i>Client Communication</i> Memos to and from client and JJP [REDACTED]	0.40 at \$ 350.00/hr	\$ 140.00
02/24/2015	RJH	<i>Prepare comm to counsel</i> Review motion for rehearing filed by attorney Hollander on behalf of J. Vassallo; draft memo to attorney Hollander.	0.40 at \$ 350.00/hr	\$ 140.00
02/25/2015	RJH	<i>Client Communication</i> Telephone call with client [REDACTED]	0.20 at \$ 350.00/hr	\$ 70.00
02/25/2015	RJH	<i>Prepare correspondence</i> Revise letter to court.	0.10 at \$ 0.00/hr	No Charge
02/25/2015	RJH	<i>Phone Call</i> Telephone call with judicial assistant re status of trust order.	0.10 at \$ 350.00/hr	\$ 35.00
02/25/2015	RJH	<i>Conference</i> Review fax signature pages and assist H. Graboyes assemble final executed agreement.	0.30 at \$ 0.00/hr	No Charge
02/25/2015	JJP	<i>Conference</i> with Client (12:30pm) Re: [REDACTED]	0.10 at \$ 0.00/hr	No Charge
02/25/2015	HLG	<i>Prepare</i> Preparation of materials to be provided to Judge in connection with Order on Mediation Settlement Agreement.	1.50 at \$ 150.00/hr	\$ 225.00
02/26/2015	RJH	<i>Conference</i> Office conference with H. Graboyes re: signature pages on final signed mediated agreement.	0.10 at \$ 0.00/hr	No Charge
02/26/2015	HLG	<i>Attention to</i> Further attention to compilation of Order and finalize correspondence and enclosures to Judge French in connection with proposed Order on Mediated Term Sheet and Settlement Agreement; prepare same for delivery via email to counsel; update file regarding same; forward same to Albert Vassallo and Susan Mast via regular mail.	1.20 at \$ 150.00/hr	\$ 180.00
In Reference To: G/O Albert Vassallo (Expenses)				
02/19/2015	DLM	<i>Courier</i> Ck 14018 to BDS Courier Invoice #510708 dtd 2/12/15 Re: South County Courthouse Judge	\$45.98	\$ 45.98

Total Hours: 22.80 hrs

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Invoice #	22334
Invoice Date	03/12/2015
For Services Through	02/28/2015
Terms:	N/A

Total Prof Service: \$ 4,550.00
Total Expenses: \$ 45.98
Total Invoice Amount: \$ 4,595.98

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

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120 South Olive Avenue
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West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22488
Invoice Date	07/21/2015
For Services Through	03/31/2015
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
03/02/2015	RJH	<i>Receipt/Review</i> Review signed order on mediated settlement agreement.	0.10 at \$ 0.00/hr	No Charge
03/02/2015	HLG	<i>Receipt/Review</i> Receipt and review of Order Approving Mediated Term Sheet and Granting Other Relief entered by the Court on 02/27/2015; update file regarding same; forward same to client via email; attention to Court required deadlines.	0.20 at \$ 0.00/hr	No Charge
03/03/2015	RJH	<i>Receipt/Review</i> Review correspondence from attorney Hollander to Judge French enclosing motion for rehearing.	0.10 at \$ 350.00/hr	\$ 35.00
03/03/2015	RJH	<i>Legal Research</i> [REDACTED]	0.30 at \$ 350.00/hr	\$ 105.00
03/03/2015	HLG	<i>Receipt/Review</i> Receipt and initial review of Notice of Appearance by Hollander and Associates on behalf of James Vassallo dated 02/24/2015, Designation of E-Mail Address by Hollander and Associates dated 02/24/2015, Stipulation for Substitution of Counsel dated 02/24/2015 and Successor Co-Trustee James Vassallo's Post-Hearing Memorandum of Law and/or Verified Petition for Rehearing dated 02/24/2015; update file regarding same.	0.10 at \$ 150.00/hr	\$ 15.00
03/03/2015	HLG	<i>Receipt/Review</i> Receipt and review of correspondence from Hollander and Associates to the Court with proposed Order on Rehearing; update file regarding same; forward same to client via email; research docket regarding entry of Order on Rehearing.	0.10 at \$ 150.00/hr	\$ 15.00
03/04/2015	RJH	<i>Conference</i> Office conference with J. Pankauski regarding [REDACTED]	0.20 at \$ 0.00/hr	No Charge
03/04/2015	RJH	<i>Court filed document</i> Draft text of proposed motion for status conference.	0.20 at \$ 350.00/hr	\$ 70.00
03/04/2015	RJH	<i>Communication from Opposing Counsel</i> Review memo from Hollander firm about status conference date and prepare memo to J. Pankauski re: same	0.10 at \$ 350.00/hr	\$ 35.00

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Betsy Savitt Re G/O Albert Vassallo

Invoice #	22488
Invoice Date	07/21/2015
For Services Through	03/31/2015
Terms	N/A

03/04/2015	HLG	<i>Phone Call</i> Telephone call with Kim regarding Motion for Rehearing and entry of Order on same.	0.10 at \$ 0.00/hr	No Charge
03/04/2015	HLG	<i>Attention to</i> Attention to rehearing and Motion for Status Conference	0.30 at \$ 0.00/hr	No Charge
03/04/2015	HLG	<i>Prepare</i> Prepare Motion for Status Conference.	0.20 at \$ 150.00/hr	\$ 30.00
03/04/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and pleadings index and e-file and e-serve Motion for Status Conference; forward same to client via email; forward same to parties listed on service list via regular mail (x5)	0.20 at \$ 150.00/hr	\$ 30.00
03/04/2015	HLG	<i>Attention to</i> Attention to original signature pages to settlement agreement received from Susan Mast and Albert Vassallo, Jr.; advise client of receipt of same via email	0.10 at \$ 150.00/hr	\$ 15.00
03/04/2015	HLG	<i>Prepare</i> Prepare Notice of Hearing on Motion for Status Conference.	0.10 at \$ 150.00/hr	\$ 15.00
03/04/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and pleadings index regarding same, forward same to client via email; forward same to parties listed on service list via regular mail (x5).	0.30 at \$ 150.00/hr	\$ 45.00
03/05/2015	HLG	<i>Receipt/Review</i> Receipt and review of correspondence from the court regarding acceptance of court filed document - Notice of Hearing on Motion for Status Conference; update file regarding same.	0.10 at \$ 150.00/hr	\$ 15.00
03/06/2015	RJH	<i>Case Management</i> Memos to J. Pankauski re. [REDACTED]	0.20 at \$ 0.00/hr	No Charge
03/06/2015	RJH	<i>Conference</i> Attention to client concerns [REDACTED]	1.00 at \$ 0.00/hr	No Charge
03/06/2015	HLG	<i>Attention to</i> Attention to Motion for Status Conference, Orders previously entered by the Court; prepare Notice of Withdrawal of Motion for Status Conference and Notice of Cancellation of same, telephone call to client regarding Payment Schedules; prepare email correspondence enclosing same, attention to case status	1.80 at \$ 150.00/hr	\$ 270.00

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22488
Invoice Date	07/21/2015
For Services Through	03/31/2015
Terms:	N/A

03/06/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and pleadings index and e-file and e-serve Notice of Withdrawal of Motion for Status Conference and Notice of Cancellation of Hearing on Motion for Status Conference; forward same to client via email; forward same to parties listed on the service list via regular mail (x5).	0.30 at \$ 150.00/hr	\$ 45.00
03/06/2015	HLG	<i>Attention to</i> Attention to Order Authorizing Appointment of Sole Successor Trustee of the Albert Vassallo Revocable Trust and Authorization to Transfer Wards Assets to Trust entered by the Court on March 2, 2015; update file regarding same; various telephone calls with B. Savitt regarding same; prepare detailed correspondence to B. Savitt regarding Order.	0.50 at \$ 150.00/hr	\$ 75.00
03/06/2015	LCC	<i>Attention to</i> Attention to confirmation of materials sent to Judge French with correspondence of 2/20/15	1.00 at \$ 0.00/hr	No Charge
03/09/2015	RJH	<i>Conference</i> Memo to H. Graboyes and office conference regarding rendition of order to which a rehearing motion pertains.	0.30 at \$ 350.00/hr	\$ 105.00
03/09/2015	HLG	<i>Receipt/Review</i> Receipt and review of email correspondence from B. Savitt regarding [REDACTED]	0.20 at \$ 150.00/hr	\$ 30.00
03/12/2015	HLG	<i>Attention to</i> Attention to Successor Co-Trustee James Vassallo's Petition for Rehearing and to Amend Final Judgment dated 03/12/2015; update file regarding same; forward same to B. Savitt via email.	0.20 at \$ 150.00/hr	\$ 30.00
03/12/2015	JJP	<i>Conference</i> Call to and conf with client re: [REDACTED]. NO CHARGE	0.10 at \$ 0.00/hr	No Charge
03/19/2015	RJH	<i>Receipt/Review</i> Review motion and consent for F. Hollander to withdraw on behalf of J. Vassallo; forward to H. Graboyes and J. Pankauski with memo to forward to client.	0.10 at \$ 350.00/hr	\$ 35.00
03/19/2015	HLG	<i>Attention to</i> Attention to Motion to Withdraw as Counsel of Records obo James Vassallo dated 03/19/2015 and signed Consent of James Vassallo regarding Motion to Withdraw dated 03/19/2015; update file regarding same; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00

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Betsy Savitt Re G/O Albert Vassallo

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Invoice Date	07/21/2015
For Services Through	03/31/2015
Terms:	N/A

03/23/2015	RJH	<i>Client Communication</i> Review and respond to client memo about [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
03/23/2015	HLG	<i>Receipt/Review</i> Receipt of correspondence from Frank Hollander to the Court regarding proposed agreed order on Motion to Withdraw as counsel for James Vassallo; update file regarding same; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00
03/24/2015	ARS	<i>Prepare</i> Prepared fee petition per JJP request	0.60 at \$ 300.00/hr	\$ 180.00
03/24/2015	HLG	<i>Phone Call</i> Telephone call with Tahara regarding Motions for Rehearing.	0.10 at \$ 0.00/hr	No Charge
03/27/2015	HLG	<i>Receipt/Review</i> Receipt and review of email correspondence from B. Savitt regarding [REDACTED];	0.20 at \$ 150.00/hr	\$ 30.00
In Reference To: G/O Albert Vassallo (Expenses)				
03/06/2015	DLM	<i>Certified Copies</i> Check #14044 to the Clerk of Court PBC for a certified copy of the Order Authorizing Appointment of Sole Successor Trustee of the Albert Vassallo Revocable Trust and Authorization to Transfer Wards Assets to Trust entered on 3/2/2015	\$4.00	\$ 4.00
03/12/2015	DLM	<i>Court Reporter</i> Check 14066 to Pleasanton Greenhill Meek & Marsaa Inv. 54823 dtd 2/24/2015 Re court reporter at hearing before Judge French on 2/13/2015	\$95.00	\$ 95.00
03/13/2015	DLM	<i>Print Copy Scan</i> Check 14076 to Pictera Solutions Inv. 15-50829 dtd 2/25/2015 Re: Materials to Judge - Order on Settlement	\$57.24	\$ 57.24
03/13/2015	DLM	<i>Courier</i> Check 14068 to BDS Courier Inv. 510763 dtd 2/28/15 Re: delivery of documents to South County Courthouse on 2/26/2015	\$59.98	\$ 59.98

Total Hours: 9.70 hrs
Total Prof Service: \$ 1,290.00

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
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West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22488
Invoice Date	07/21/2015
For Services Through	03/31/2015
Terms:	N/A

Total Expenses: \$ 216.22
Total Invoice Amount: \$ 1,506.22

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

Pankauski Law Firm P.L.L.C.
 120 South Olive Avenue
 7th Floor
 West Palm Beach, FL 33401

Invoice submitted to:

Ketsy Savitt Re: G/O Albert Vassallo

Invoice #	22489
Invoice Date	07/21/2015
For Services Through	04/30/2015
Terms	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
04/01/2015	RJH	Client Communication Review E. Savitt memo regarding [REDACTED]	0.10 at \$ 0.00/hr	No Charge
04/01/2015	JJP	Phone Call To client re: [REDACTED]	0.10 at \$ 0.00/hr	No Charge
04/02/2015	JJP	Conference With client, re: [REDACTED]	0.40 at \$ 450.00/hr	\$ 180.00
04/02/2015	HLG	Phone Call Telephone call with Tahara regarding status of Motions for Rehearing.	0.10 at \$ 0.00/hr	No Charge
04/07/2015	HLG	Attention to Attention to Court Appointed Counsel for the Ward's Petition for Order Authorizing Payment of Attorney's Fees and Costs dated 04/03/2015; update file regarding same, forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00
04/09/2015	RJH	Receipt/Review Review court order granting motion for rehearing filed by James Vassallo	0.10 at \$ 0.00/hr	No Charge
04/09/2015	HLG	Attention to Attention to Order Granting James Vassallo's Motion for Rehearing; update file regarding same; forward same to client via email; attention to strategy regarding Motion for Rehearing.	0.20 at \$ 150.00/hr	\$ 30.00
04/09/2015	HLG	Attention to Attention to client email communication regarding [REDACTED]	0.10 at \$ 150.00/hr	\$ 15.00
04/09/2015	JJP	Conference With client [REDACTED]	0.10 at \$ 450.00/hr	\$ 45.00
04/10/2015	RJH	Conference Office conference with J. Pankauski regarding [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
04/10/2015	RJH	Court filed document Draft response in opposition to J. Vassallo's motion for rehearing; office conference with J. Pankauski regarding revisions and comments.	1.10 at \$ 350.00/hr	\$ 385.00

Pankauski Law Firm P.L.L.C.
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Betsy Savitt Re G/O Albert Vassallo

Invoice #	22489
Invoice Date	07/21/2015
For Services Through	04/30/2015
Terms:	N/A

04/10/2015	HLG	<i>Attention to</i> Attention to Order on Motion for Rehearing; attention to coordinating hearing on same; telephone conference with James Vassallo regarding same.	0.20 at \$ 150.00/hr	\$ 30.00
04/10/2015	JJP	<i>Communication from Opposing Counsel</i> Mr. O'Connell's office re: fee petition, prep response 2x.	0.10 at \$ 450.00/hr	\$ 45.00
04/10/2015	HLG	<i>Attention to</i> Attention to various email communications from client and opposing counsel regarding [REDACTED].	0.10 at \$ 150.00/hr	\$ 15.00
04/10/2015	JJP	<i>Attention to</i> Conference with Joy at Mr. O'Connell's firm re: payment of fees, prep detailed comm to client with action items. Call to client, left message.	0.30 at \$ 450.00/hr	\$ 135.00
04/10/2015	HLG	<i>Attention to</i> Attention to hearing transcript from February 13, 2015.	0.10 at \$ 150.00/hr	\$ 15.00
04/10/2015	JJP	<i>Receipt/Review</i> Draft opposition to motion for rehearing	0.40 at \$ 450.00/hr	\$ 180.00
04/12/2015	RJH	<i>Court filed document</i> Revise response to motion for rehearing.	0.80 at \$ 350.00/hr	\$ 280.00
04/12/2015	RJH	<i>Prepare comm to counsel</i> Memo to J. Foglietta and B. O'Connell [REDACTED] [REDACTED]	0.10 at \$ 350.00/hr	\$ 35.00
04/12/2015	RJH	<i>Court filed document</i> Review R. Hauser e-mails leading up to 2/13/15 hearing with C. Hark; select and mark exhibits for attachment to draft response to motion for rehearing.	0.30 at \$ 350.00/hr	\$ 105.00
04/13/2015	HLG	<i>Attention to</i> Attention to Agreed Order Granting Motion to Withdraw as Counsel of Record for James Vassallo entered by the Court on 03/31/2015; update file regarding same; forward same to all counsel via email; forward same to client via email.	0.40 at \$ 150.00/hr	\$ 60.00
04/13/2015	HLG	<i>Phone Call</i> Telephone call with Kim from Judge French's office regarding case status and setting Motion for Rehearing.	0.10 at \$ 0.00/hr	No Charge
04/13/2015	HLG	<i>Attention to</i> Receipt and initial review of transcript excerpt from hearing on 02/13/2015; update file regarding same; forward same to client via email with detailed information regarding case status.	0.30 at \$ 150.00/hr	\$ 45.00

Pankauski Law Firm P.L.L.C
 120 South Olive Avenue
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 West Palm Beach, FL 33401

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Invoice #	22489
Invoice Date	07/21/2015
For Services Through	04/30/2015
Terms	N/A

04/14/2015	RJH	<i>Phone Call</i> Phone call with Joy Foglietta regarding court appointed attorney for Ward's approval or joinder of response to motion for rehearing.	0.10 at \$ 350.00/hr	\$ 35.00
04/17/2015	RJH	<i>Prepare comm to counsel</i> Review and reply to J. Foglietta memo regarding O'Connell joinder in response to motion for rehearing	0.10 at \$ 350.00/hr	\$ 35.00
04/20/2015	HLG	<i>Phone Call</i> Telephone Call to 1A regarding status of scheduling rehearing.	0.10 at \$ 0.00/hr	No Charge
04/21/2015	RJH	<i>Court filed document</i> Finalize response to motion for rehearing for filing on 4/22; memo to H. Graboyes re: same.	0.20 at \$ 350.00/hr	\$ 70.00
04/22/2015	RJH	<i>Conference</i> Office conference re: [REDACTED]	0.10 at \$ 0.00/hr	No Charge
04/22/2015	HLG	<i>Phone Call</i> Second follow-up telephone call to Kim in Judge French's office regarding setting of Motion for Rehearing granted by the Court.	0.10 at \$ 0.00/hr	No Charge
04/22/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and e-file and e-serve Response of the Guardian to James Vassallo's Motion for Rehearing; forward same to parties listed on service list via regular mail (x5).	0.30 at \$ 150.00/hr	\$ 45.00
04/27/2015	RJH	<i>Court Time -Prepare For</i> Office conference with H. Graboyes about providing a blank proposed order setting hearing to judicial assistant; revise cover letter re: same.	0.20 at \$ 350.00/hr	\$ 70.00
04/27/2015	HLG	<i>Prepare correspondence</i> Prepare correspondence to the Court regarding Motion for Rehearing and setting of hearing on same.	0.20 at \$ 150.00/hr	\$ 30.00
04/27/2015	HLG	<i>Prepare</i> Prepare proposed blank order specially setting hearing on Albert Vassallo's Petition for Re-hearing.	0.10 at \$ 150.00/hr	\$ 15.00
04/27/2015	HLG	<i>Attention to</i> Finalize letter and enclosures to Judge French regarding James Vassallo's Motion for Re-hearing; prepare envelopes for return of Order Specially Setting Hearing; prepare same for delivery via priority mail; forward same to client via email, forward same to counsel via email; forward same to Albert Vassallo and Susan Mast via regular U.S. Mail; forward same to James Vassallo via email	0.10 at \$ 150.00/hr	\$ 60.00

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Invoice Date	07/21/2015
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Terms:	N/A

04/28/2015	RJH	<i>Phone Call</i> Phone call with Judicial Assistant about setting hearing.	0.10 at \$ 0.00/hr	No Charge
04/28/2015	HLG	<i>Client Communication</i> Attention to client communication regarding [REDACTED].	0.10 at \$ 150.00/hr	\$ 15.00
04/28/2015	HLG	<i>Attention to</i> Attention to Joinder to Response of Guardian to James Vassallo's Motion for Rehearing by Brian M. O'Connell, Esquire dated 04/28/2015; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00
04/30/2015	RJH	<i>Communication from Opposing Counsel</i> Review and forward James Vassallo memo to E. Savitt and J. Pankauski.	0.10 at \$ 350.00/hr	\$ 35.00
04/30/2015	RJH	<i>Court filed document</i> Review hearing transcript excerpt and proposed notice of filing.	0.20 at \$ 0.00/hr	No Charge
04/30/2015	RJH	<i>Conference</i> Phone conference with J. Pankauski regarding [REDACTED].	0.10 at \$ 0.00/hr	No Charge
04/30/2015	HLG	<i>Prepare</i> Prepare Notice of Filing Excerpt of Hearing Transcript.	0.10 at \$ 150.00/hr	\$ 15.00
In Reference To: G/O Albert Vassallo (Expenses)				
04/13/2015	DLM	<i>Print Copy Scan</i> Check #14130 to Clerk of Court PBC for copy of Order Granting Counsel (Frank Hollander for James Vassallo) to Withdraw entered 3/31/2015	\$2.00	\$ 2.00
04/14/2015	DLM	<i>Court Reporter</i> Check #14135 to Pleasanton Greenhill Meek & Marsaa Inv. 55361 dtd 4/13/2015 Re ordered transcript from hearing on 2/13/2015	\$76.20	\$ 76.20

Total Hours: 8.40 hrs
Total Prof Service: \$ 2,090.00
Total Expenses: \$ 78.20
Total Invoice Amount: \$ 2,168.20

**Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401**

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22489
Invoice Date	07/21/2015
For Services Through	04/30/2015
Terms:	N/A

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22490
Invoice Date	07/21/2015
For Services Through	05/31/2015
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: G/O Albert Vassallo (Prof Service)				
05/01/2015	HLG	<i>Attention to</i> Finalize for filing and service, update file and e-file and e-serve Notice of Filing Excerpt of Hearing Transcript; prepare same for delivery via regular mail to parties on service list; forward same to client via email.	0.30 at \$ 150.00/hr	\$ 45.00
05/05/2015	RJH	<i>Phone Call</i> Phone call with judicial assistant regarding date of hearing on m/ rehearing.	0.10 at \$ 0.00/hr	No Charge
05/07/2015	HLG	<i>Phone Call</i> Telephone call with JA regarding setting of Motion for Rehearing.	0.10 at \$ 0.00/hr	No Charge
05/08/2015	RJH	<i>Order</i> Review order setting hearing on motions for rehearing; review correspondence with E. Savitt regarding hearing attendance.	0.10 at \$ 350.00/hr	\$ 35.00
05/08/2015	HLG	<i>Attention to</i> Attention to Order Specially Setting Hearing on James Vassallo's Rehearing, entered by the Court on 04/29/2015; update file; forward same to client via email.	0.10 at \$ 0.00/hr	No Charge
05/08/2015	HLG	<i>Client Communication</i> Attention to client communication regarding [REDACTED]	0.10 at \$ 150.00/hr	\$ 15.00
05/13/2015	HLG	<i>Prepare</i> Preparation of materials for hearing on 05-21-2015; [REDACTED].	1.70 at \$ 150.00/hr	\$ 255.00
05/14/2015	RJH	<i>Motion--Prepare For</i> Revise letter to Judge French; review and revise materials to be transmitted to Judge French for 5/21 hearing on motion for rehearing.	0.40 at \$ 350.00/hr	\$ 140.00
05/14/2015	RJH	<i>Phone Call</i> Phone call with Ciklin Lubitz regarding submission of proposed order.	0.10 at \$ 0.00/hr	No Charge
05/14/2015	RJH	<i>Phone Call</i> Phone call with C. Thomas at Ciklin Lubitz re: materials we sent in to Judge French for hearing on 5/21.	0.10 at \$ 0.00/hr	No Charge
05/14/2015	HLG	<i>Attention to</i> Finalize letter and materials to the Court in advance of hearing on May 21, 2015; prepare same for hand-delivery via courier; update file regarding same; forward same to counsel, James Vassallo and E. Savitt via email.	0.30 at \$ 0.00/hr	No Charge
05/14/2015	JJP	<i>Conference</i> Fees, motion, Mr. O'Connell's fees, rehearing.	0.20 at \$ 450.00/hr	\$ 90.00

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Invoice #	22490
Invoice Date	07/21/2015
For Services Through	05/31/2015
Terms:	N/A

05/14/2015	HLG	<i>Prepare</i> Prepare proposed order denying James Vassallo's Motions; prepare correspondence to court enclosing proposed order and envelopes for return service of same; prepare same for delivery via Federal Express; forward copy of same to counsel, J. Vassallo and client via email.	0.40 at \$ 150.00/hr	\$ 60.00
05/20/2015	JJP	<i>Court Time--Prepare For</i> Motion re hearing.	0.90 at \$ 450.00/hr	\$ 405.00
05/21/2015	HLG	<i>Prepare</i> Further attention to materials for hearing on James Vassallo's Motion for Rehearing; preparation of proposed Order.	0.30 at \$ 150.00/hr	\$ 45.00
05/21/2015	HLG	<i>Phone Call</i> Telephone call with client regarding [REDACTED]	0.20 at \$ 150.00/hr	\$ 30.00
05/21/2015	JJP	<i>Court Time</i> Motion for rehearing.	1.00 at \$ 450.00/hr	\$ 450.00
05/26/2015	RJH	<i>Receipt/Review</i> review memo from B. O'Connell and J. Pankauski.	0.10 at \$ 0.00/hr	No Charge
05/28/2015	RJH	<i>Receipt/Review</i> Review order denying rehearing; memo to client [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
05/28/2015	HLG	<i>Attention to</i> Attention to Order Denying James Vassallo's Motions for Rehearing and to Amend Final Judgment dated 05/22/2015; update file; forward same to client via email; attention to deadline for appeal of Order.	0.10 at \$ 150.00/hr	\$ 15.00
In Reference To: G/O Albert Vassallo (Expenses)				
05/31/2015	DLM	<i>Courier</i> Check #14180 to BDS Courier Inv. 511428 dtd 5/14/2015 Re delivery of documents to South County Courthouse on 5/14/2015	\$10.76	\$ 10.76

Total Hours: 6.70 hrs
 Total Prof Service: \$ 1,620.00
 Total Expenses: \$ 10.76
 Total Invoice Amount: \$ 1,630.76

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22490
Invoice Date	07/21/2015
For Services Through	05/31/2015
Terms:	N/A

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22491
Invoice Date	07/21/2015
For Services Through	06/30/2015
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: Appeal: Vassallo v. Savitt (Prof Service)				
06/24/2015	RJH	<i>Receipt/Review</i> Review notice of appeal by James Vassallo. Analyze for timeliness and legal sufficiency.	0.10 at \$ 350.00/hr	\$ 35.00
06/24/2015	HLG	<i>Attention to</i> Attention to Notice of Appeal of Final Order dated 06/22/2015; forward same to E. Savitt via email.	0.10 at \$ 150.00/hr	\$ 15.00
06/25/2015	HLG	<i>Client Communication</i> Attention to various email correspondence from client regarding [REDACTED].	0.10 at \$ 150.00/hr	\$ 15.00
06/25/2015	HLG	<i>Attention to</i> Attention to Order Directing Appellant to File Conformed Copy of Order being Appealed, Acknowledgement of New Case and Order Directing payment of filing fee for filing Notice of Appeal, all dated 06/25/2015; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00
06/26/2015	RJH	<i>Client Communication</i> Review memos regarding [REDACTED].	0.10 at \$ 350.00/hr	\$ 35.00
06/26/2015	HLG	<i>Attention to</i> Attention to Receipt of payment for filing fee from 4th DCA Clerk dated 06/26/2015; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00
06/29/2015	RJH	<i>Client Communication</i> Draft memo to client [REDACTED].	0.20 at \$ 350.00/hr	\$ 70.00
06/29/2015	HLG	<i>Attention to</i> Attention to Notice of Appeal filed with Palm Beach County Clerk on 06/22/2015; forward same to client via email.	0.10 at \$ 150.00/hr	\$ 15.00

Total Hours: 0.90 hrs
Total Prof Service: \$ 215.00
Total Amount: \$ 215.00

In Reference To: **G/O Albert Vassallo (Prof Service)**

06/25/2015	RJH	<i>Client Communication</i> Advice memo regarding Guardian's duties as trustee now that judgment is final and rehearing has been denied.	0.20 at \$ 350.00/hr	\$ 70.00
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In Reference To: **G/O Albert Vassallo (Expenses)**

Pankauski Law Firm P.L.L.C.
120 South Olive Avenue
7th Floor
West Palm Beach, FL 33401

Invoice submitted to:

Betsy Savitt Re G/O Albert Vassallo

Invoice #	22491
Invoice Date	07/21/2015
For Services Through	06/30/2015
Terms:	N/A

06/15/2015 DLM *Courier* \$16.04 \$ 16.04
Check #14242 to FedEx
Inv. 5-037-68666 dtd 5/19/2015
Re delivery to Judge French on 5/15/2015

Total Hours: 0.20 hrs
Total Prof Service: \$ 70.00
Expenses: \$ 16.04
Total Amount: \$ 86.04

Total Hours: 1.10 hrs
Total Prof Service: \$ 285.00
Total Expenses: \$ 16.04
Total Invoice Amount: \$ 301.04

If you disagree in any way with this invoice or entries, pursuant to our Legal Services Contract, you agree to inform the Firm in writing within thirty (30) days of receipt and you also agree that if you do not object in writing within thirty (30) days, that you accept this invoice and all entries as accurate and are later prohibited from objecting to them. We assume you receive our correspondence within three (3) days of postmark or same day if via email.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

FILE NO.: 502014GA000369XXXXSB (IX)

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO, SR.,

The ward.

SUCCESSOR CO-TRUSTEE JAMES VASSALLO'S POST-HEARING
MEMORANDUM OF LAW AND/OR VERIFIED
PETITION FOR REHEARING

JAMES VASSALLO, successor co-trustee, next of kin, son of the ward, and interested person, by and through his undersigned counsel, and pursuant to Fla.R.Civ.P. 1.530(a) - (d), files this Post-Hearing Memorandum of Law and /or Verified Petition for Rehearing of the February 13, 2015 hearing authorizing appointment of sole successor trustee of the Albert Vassallo, Sr. Revocable Trust et al. and in support, states as follows:

1. James Vassallo is next of kin, son and interested person of the ward in the above-styled matter.
2. At hearing held February 13, 2015 James Vassallo was removed, along with the other two successor co-trustees of the Albert Vassallo, Sr. Revocable Trust Agreement U/A/D 02/17/2009, as amended.¹

¹As of February 23, 2015 the on-line docket showed no entry of an order authorizing Elizabeth Savitt's appointment as sole successor trustee of the Albert Vassallo, Sr. Revocable Trust et al., the requested relief of the matter heard before the Court February 13, 2015: Guardian's Verified Petition for Direction to Act dated January 27, 2015. Exhibit G.

3. Pertinent provisions of the Revocable Trust Agreement are as follows:

a. Article I (D) Incapacitated. If the Grantor and Trustee is under a legal disability or by reason of illness, or mental or physical disability or is, in the certified written opinion of his physician and Albert Vassallo, Jr. and Susan Mast, unable to properly manage his affairs he shall be deemed incapacitated for the purposes of this trust agreement.”

b. Article II Administration During Life of Grantor (D) Right to Revoke and Amend. The Grantor reserves the right during his lifetime, except during any period when he is certified incapacitated as set forth in Article I to revoke this instrument, signed and acknowledged by Grantor and to change the identity of the trustee, etc. The Revocable Trust as Amended is attached as **exhibit A**.

4. By the Second Amendment the Grantor added James Vassallo as a co-trustee. Albert Vassallo Sr. never amended his trust to replace James Vassallo. Since the time he was legally disabled, September 9, 2014 Albert Vassallo Sr. was never certified incapacitated as defined in Article I (D). Elizabeth Savitt has no right to amend based upon the trust agreement language. F.S. §744.441 (19) has no application since it does not contain the required “certified incapacity” required to revoke or amend under Article II.

5. Neither on February 13, 2015 nor at anytime was evidence adduced, nor testimony taken by Albert Vassallo Sr.’s physician. The argument is fallacious in the guardian’s verified petition paragraph 21 that the ward could have amended his own revocable trust and replaced the named successor co-trustee at will at any time (because in fact he did not), but for the adjudicator of his incapacity [as it was not a certified

incapacity by his own physician as defined in Article I(D)] so that under F.S. §744.441 (19) "the guardian may (not) now do so" as prohibited under Article II. This so-called statutory authority is belied by trust agreement Article VI Trustee's Power. "It is Grantor's declared intent that my trustee or his successor not be bound by any laws of the State of Florida" [(including F.S. §744.441 (19)] and that the only requirement is that they act in good faith (which Albert Vassallo, Jr. and Susan Mast violated but James Vassallo did not). By all accounts James Vassallo has acted in good faith at all times. No testimony has been adduced to the contrary.

6. Albert Vassallo, Sr. was never under a certified incapacity as defined, so that Elizabeth Savitt had no right as guardian to amend the trust during the legal incapacity, especially since Revocable Trust Agreement Article XII. Survivorship provides that the trust agreement shall be binding upon the assigns of the parties. To the extent Elizabeth Savitt, as guardian is Grantor's assign, she is bound by the terms of the trust agreement, Article I(D) and Article II.

7. James Vassallo seeks relief for additional reasons set forth herein.

8. At all times material Albert Vassallo, Sr. lived at 108 Westbury Building E, Deerfield Beach, Florida 33442 and James Vassallo lived at 107 Westbury Building E, Deerfield Beach, Florida 33442 next door and he took care of his father free of charge until late, 2013.

9. In 2012 James Vassallo obtained VA disability benefits for his father after he had been exposed in World War II to asbestos while serving in the Navy. In 2012 James Vassallo increased Albert Vassallo Sr.'s monthly income from \$1000 to \$2580.

10. After James Vassallo's May, 2013 was added as co-successor trustee

in the trust second amendment, with the original 2 successor co-trustees, his 2 siblings Albert Vassallo, Jr. and Susan Mast, (nominated co-successor trustees in the trust agreement in 2009), James Vassallo discovered in November, 2013 that these 2 siblings were misappropriating for their own use his father Albert Vassallo Sr.'s funds through powers of attorney for approximately \$60,000 and \$110,000, respectively.

11. James Vassallo retained attorney Clifford Hark to rectify this issue. Mr. Hark prepared and James Vassallo signed a petition for incapacity indicating James Vassallo resided at 107 Westbury Building E, Deerfield Beach, Florida 33442 **Exhibit B** and a petition for the appointment of a guardian seeking Elizabeth Savitt as a professional guardian. **Exhibit C**.

12. On September 9, 2014 Elizabeth Savitt was appointed guardian. Before the bank account could be frozen by the Court, Susan Mast wrote out 2 checks, one to Albert Vassallo, Jr. for \$25,000 and one to herself for \$30,000. On December 1, 2014 a mediation agreement was entered into between Elizabeth Savitt, as guardian and Susan Mast, and Albert Vassallo, Jr's attorney. Nowhere in the settlement agreement, the mediated term sheet, are the 2 said September 9, 2014 checks referred to or the misappropriation that necessitated these proceedings brought by James Vassallo, in the first instance addressed therein. As a consequence, it seems James Vassallo's role as a successor trustee remains essential as Elizabeth Savitt has failed in her duties. In a similar demonstration of her dereliction of duty, Ms. Savitt has failed and refused James Vassallo's repeated requests of her to contact the VA to place the now unclaimed VA funds into the guardianship/trust account since the checks began to accumulate without accruing interest since November 1, 2014. As a third example, after Susan Mast was

caught "red-handed" with the September 9, 2014 checks that this court ordered frozen that day, Ms. Savitt as guardian later knowing, saw fit in November, 2014 to allow the financial exploitative Susan Mast to receive retro-active pay of \$25,000 from Albert Vassallo, Sr., and James Vassello as sole trustee advised her it was unacceptable. That disagreement provides the basis for the hostilities claimed by Elizabeth Savitt, but those are between James Vassallo and Elizabeth Savitt. As a fourth example 10 \$1000 United States bonds of Albert Vassallo, Sr. have been missing since November, 2013 when Susan Mast and Albert Vassallo, Sr. were involved with moving Albert Vassallo, Sr. James Vassallo gave Elizabeth Savitt a claim form to track down the missing bonds 4 months ago to see if the bonds were cashed in or lost. No response has been forthcoming during this 120 day time period. Other examples abound such as Elizabeth Savitt's refusal to pay Albert Vassallo Sr.'s credit card bill minimum payments thus allowing his credit rating to plummet. The trust can ill-afford Elizabeth Savitt's kind of management style with the 90 day inventory filing period having now expired without compliance or extension thus explaining Elizabeth Savitt's eagerness to move the guardianship assets to the trust.

13. By court order dated November 20, 2014 Clifford Hark withdrew as attorney of record for James Vassallo. Mr. Hark's prepared order mistakenly directed Elizabeth Savitt's counsel to notice James Vassallo at 108 Westbury Building E, Deerfield Beach, Florida 33442. **Exhibit D.**

14. On January 27, 2015 guardian Elizabeth Savitt filed a verified petition for direction to act, seeking approval of the mediation and without attaching the Revocable trust agreement, sought the court's imprimatur to swiftly remove James Vassallo under

statutory authority, F.S. 744 441 (17) and (19) from his appointed role as the remaining sole trustee on the sole ground that he is not appreciated by those persons, Susan Mast and Albert Vassallo, Jr. involved in the theft of their father's property. Elizabeth Savitt referred to whistleblower James Vassallo as "so hostile to his siblings that he cannot serve objectively as a co-trustee." He was "objective" enough to seek her very appointment as guardian in the first instance, all through court proceedings, no self help has been alleged, let alone has it occurred as there was no direct contact made with his siblings.

15. On February 3, 2015 the order specially setting hearing for February 13, 2015 was mailed out to James Vassallo. Pursuant to the November 20, 2015 Court order of Mr. Hark's withdrawal, it was mailed to the ward's old address, 108 Westbury E and not to James Vassallo's address, 107 Westbury Building E, Deerfield Beach, Florida 33442 and that wrong address envelope was provided to the court presumably by Elizabeth Savitt's counsel based upon Mr. Hark's error. The order required James Vassallo to submit within seven (7) days prior to the February 13, 2015 hearing (i.e. on or before February 6, 2015) his Memoranda and case law authority and proposed orders. **See composite Exhibit E.**

16. Because of the wrong mailing address, James Vassallo did not receive the order until after the February 6, 2015 deadline had elapsed.

17. Clifford Hark was notified thereafter and he re-appeared in the case and served a late well-taken but limited objection on behalf of James Vassallo by certificate of service dated February 12, 2015. **Exhibit F.** It cited the removal as sought would constitute an abuse of discretion absent a showing of actual mismanagement. Removal of

trustees due to friction among contingent beneficiaries, which included trustees, was found to be an abuse of discretion, absent a showing of actual mismanagement. *Parr v. Cushing*, 507 So.2d 1227 (Fla. 5th DCA 1987) (Hostility and/or tension between trustee and potential beneficiaries of a trust does not by itself constitute ground for removal of a trustee). Generally removal of a trustee should be predicated upon a clear showing of abuse or wrongdoing in the actual administration of the trust. *In Re Estate of Murphy*, 336 So.2d 697 (Fla. 4th DCA 1976). As the order authorizing the appointment of Elizabeth Savitt as sole successor trustee reflects, this matter came before the court and the court heard argument of counsel but no testimony of any witness as to James Vassallo actually having mismanaged the trust was given. In fact ***James Vassallo was denied the opportunity to be heard at the hearing.*** "A trustee is entitled to an opportunity to be heard prior to his removal as trustee for his father's estate." *Kountze v. Kountz* 93 So.3d 1164 (Fla. 2nd DCA 2012). A factual finding must be made as to the trustee's unfitness unwillingness, and persistent failure to administer the trust effectively. F.S. §736.0706(1), (2)(c). In fact James Vassallo has administered the trust extremely efficiently and the decision by Elizabeth Savitt to remove him without due process is completely self-dealing. James has not sought any compensation from the trust although he is entitled under Trust Article VII, and Ms. Savitt will seek the compensation that James Vassallo would sacrifice in the future, all in the best interest of Albert Vassallo, Sr.

18. Pursuant to the Revocable Trust Article XII, the same is binding on its assigns binding Elizabeth Savitt to the extent she, as guardian is Grantor Albert Vassallo, Sr.'s assign. According to the trust agreement, the trustee is not to be in limitation of any

statutory authority i.e., F.S. §744.441 (17) and (19) that serve as the sole basis of James Vassallo's removal by Elizabeth Savitt.

WHEREFORE, James Vassallo files this post hearing Memorandum of Law and alternative petition for rehearing of the February 13, 2015 hearing authorizing the appointment of the Guardian Elizabeth Savitt as the sole successor trustee of the Albert Vassallo Sr. Revocable Trust and requests an evidentiary hearing and an opportunity to be heard.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.


James Vassallo

**HARK BURKHALTER YON, PL
ATTORNEYS AT LAW
2101 NW CORPORATE BLVD., SUITE 220
BOCA RATON, FLORIDA 33431**

2-16-15

**TELEPHONE: (561) 995-1800
FACSIMILE: (561) 995-1801**

James Vassallo
107 Westbury, Bldg E
Deerfield Beach, Florida 33442

Feb 16, 2015

File #: Vassallo

RE: Guardianship of Albert Vassallo

Inv #: 15922

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-23-14	Preparation for and Meeting w/ Client [NO CHARGE]	1.00	0.00	CBH
Nov-13-14	Draft Pet for Atty Fees, Consents, Affidavit and Order; Efile and Eservice, Revised documents [NO CHARGE]	3.00	0.00	CW
Nov-17-14	Review e-mail from Atty Hazeltine's Office; Follow up with Atty Hark regarding Hearing Date- NO CHARGE	0.25	0.00	BMC
Nov-18-14	Follow up ref. Atty Hazeltine Objection and Motion to Withdraw; Follow up w/ file- NO CHARGE	0.17	0.00	CBH
Nov-20-14	Preparation and attendance at Court Hearing on Motion to Withdraw [NO CHARGE]	1.00	0.00	MFY
	Meeting with Atty Yon regarding Hearing and Order; Send e-mail to all Parties with Order [NO CHARGE]	0.17	0.00	BMC
Dec-12-14	Telecon w/ Atty Hauser	0.25	93.75	CBH
Dec-15-14	Review file; Telecon w/ Atty Trinkler	0.25	93.75	CBH
Dec-29-14	Review Mediation papers, Financials and Inventory; Preparation for and Meeting w/ Client	2.00	750.00	CBH
Jan-06-15	Preparation for and attendance at Court; Meeting w/ Client and Betsy Savitt (45 mins- NO CHARGE)	0.75	281.25	CBH
Jan-09-15	Review file: E-mail to Betsy Savitt	0.08	30.00	CBH
Jan-12-15	Review E-Service of Pleadings; Follow up with File and Paralegal	0.08	30.00	CBH
	Telecon w-Ralph Vassallo; Review w- Atty Hark [NO CHARGE]	0.17	0.00	SW
Jan-13-15	Telecon w/ James and Ralph; Telecon w/ Det. White	0.25	93.75	CBH
Jan-14-15	Preparation for and meeting w/ Client	1.25	468.75	CBH

Jan-26-15	Review E-Service of Pleadings; Follow up with File and Paralegal	0.08	30.00	CBH
Feb-02-15	Telecons w-Client: Review w-Atty Hark [NO CHARGE]	0.17	0.00	SW
Feb-04-15	Directions to Paralegal ref. review and organization of Bank Statements	0.25	93.75	CBH
	Telecon w/ Atty Trinkler	0.17	63.75	CBH
	Review E-Service of Pleadings; Follow up with File and PL	0.08	30.00	CBH
Feb-10-15	Direction from Atty Hark; Review file w-Atty Hark and Paralegal, BMC; Review financial Statements	4.08	510.00	SW
Feb-11-15	Review pleadings filed by Atty Hauser; Review finances; Research; Review and respond to e-mails; Telecon w/ Client	1.58	592.50	CBH
	Meeting w-Atty Hark; Review financials	1.42	177.50	SW
Feb-12-15	Review and respond to Guardian's pleading; Research; Telecons to Client; Review and respond to e-mails; Preparation for Hearing	1.92	720.00	CBH
	Draft Response to Guardian's Pet/Authority to Act	1.25	468.75	LBB
Feb-13-15	Preparation for and attendance at Hearing; Meeting w/ Client	1.75	656.25	CBH
	Totals	23.42	\$5,183.75	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Clifford B. Hark	11.91	\$338.16	\$4,027.50
Laura Bourne Burkhalter	1.25	\$375.00	\$468.75
Matthew Yon	1.00	\$0.00	\$0.00
Brittany Carraro	0.42	\$0.00	\$0.00
Cecilia White	3.00	\$0.00	\$0.00
Sierra White	5.84	\$117.72	\$687.50

DISBURSEMENTS

		Disbursements	Receipts
Jan-23-15	Retainer \$2000.00		2,000.00
Jan-22-15	Photocopies 119 x \$.20	23.80	

Totals		\$23.80	\$2,000.00
Total Fees & Disbursements			\$3,207.55
Previous Balance			\$4,712.19
Payments Received	\$4,712.19		\$4,712.19
Balance of Retainer	\$0.00		
Balance Due Now			\$3,207.55

HOLLANDER AND ASSOCIATES, LLC
ATTORNEYS AT LAW

2-21-15

FRANK L. HOLLANDER
ATTORNEY AT LAW
ONE BISCAYNE TOWER
SUITE 1650
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131

TELEPHONE: (305) 373-9999
TOLL FREE: (800) 966-4041
TELEFAX: (305) 373-7777
WEBSITE: WWW.ATTORNEYATLAW.HZ
EMAIL: FRANKH99@AOL.COM

February 21, 2015

Mr. James Vassallo
107 Westbury East #107
Deerfield, FL 33442

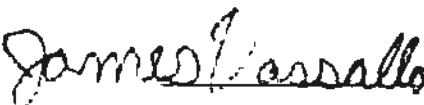
RE: Guardianship of Albert Vassallo, Sr.

Mr. Vassallo:

You the "CLIENT" have requested my firm to act as your attorney in connection with the above matter and to advise you and serve as your counsel advising you relating to the issues that have arisen.

This document sets forth the agreement concerning our representation of you and shall become effective upon our receipt of a signed copy of this document and the amount required herein as to fees and costs.

A. You agree to pay to Hollander and Associates, LLC an initial nonrefundable attorney fee retainer in the sum of \$8,000.00. It is also understood that we will bill by the hour for additional fees at our discounted professional courtesy hourly rate of \$440.00 per hour (normally it is \$550 per hour) for 18.18 hours. Attorney's compensation is based upon, among other factors, the time and labor involved, the novelty, complexity, and difficulty of the issues, questions, and the case as a whole as presented, the skill, reputation, experience, ability and diligence of attorneys in performing this type of service, the time limitations imposed upon attorneys by this representation, the likelihood this employment will preclude other employment, the amounts Attorneys customarily charge, the significance of the amount in controversy and the experience, reputation, diligence, and ability of the attorney in performing this type of service. CLIENT agrees this retainer fee is justified as long as attorney begins the work and is in compliance with the Rules. You shall replace this \$8,000 attorney fee retainer upon its being depleted to \$1,000.00 (15.90 hours) or less upon receipt of an itemized invoice for services rendered and under these same terms and conditions, and so forth, until the case is completed. If those attorneys' fees are not paid, then attorneys may withdraw from the representation. Failure of the CLIENT to do so permits ATTORNEY to withdraw from this representation and the attached consent today executed by the CLIENT may be dated and submitted to the Court at such future time in order to obtain an order authorizing ATTORNEY's withdrawal as attorney of record without need of a hearing, citing irreconcilable differences. The CLIENT further understands that these attorneys' fees are nonrefundable as are all attorneys fees hereafter received in this case are nonrefundable and earned upon receipt.

 (CLIENT's initials)

B. Costs. We shall expend costs as we shall determine is in your best interests in representing you, which shall be expended for expenses including, but not limited to court, arbitration, and/or service of process fees, mediation costs, deposition transcript costs, subpoenas, litigation costs, copying costs, court reporter's expenses and fees, research, postage, courier, filing fees, court fees, service of process fees, investigation fees, and expenses of experts as may be needed as deemed necessary to assist us in handling of this matter employed to examine persons or information pertinent to this case, to testify at deposition or at trial, or whose examination may further the case, attorney's travel time to and from West Palm Beach for any purpose involving this case such as traveling to and from court hearings or meetings (the court hearings and meetings themselves will be charged at the \$440.00 per hour rate) at \$100 per hour for the travel time alone/itself, and hotel expenses, if any, and all other expenses the Attorney considers reasonably necessary for the proper representation of the CLIENT and file storage. CLIENT agrees to promptly pay expense deposits upon receipt of a written request. Any unused portion may be applied to any unpaid fees at attorneys' option. Costs may also include hiring junior lawyers, para professionals as needed to be billed at an hourly rate of between \$200.00 and \$250.00 per hour. Their travel time will be \$50 per hour.

C. We shall use our best judgment to determine the amount of time required to be expended on your behalf, and which attorneys and paralegal personnel shall perform the required services contemplated to be performed. We shall proceed as we deem necessary. You must assist in providing us all information concerning the facts and your objectives.

D. I have made a preliminary analysis of the problem you have presented and have determined that it seems you have a colorable claim in seeking a rehearing within 15 days of the 2.13.15 order removing you as sole trustee/replacing you with Elizabeth Savitt as sole trustee and thereafter goal 2, seeking to remove her as guardian. JV (Client's initials). It is unknown whether this initial fee retainer will be available to be applied toward this second goal.

E. I have explained my preliminary analysis of the case to you and the necessity of your assistance in order to keep expenses to a minimum. You must send me copies of all court filings to date, research completed and court documents in order to minimize the legal fees and costs.

F. You acknowledge that we have made no guarantees in relation to the disposition of any phase of this matter for which we have been retained, as all expressions relative to it are only our opinions. All warranties express or implied are hereby denied and waived.

G. In the event any monies are received from you hereunder or as proceeds due and owing hereunder and the same are deposited to our firm's Trust Account, we are authorized to JV (CLIENT's initials)

Hollander and Associates, U.C., One Biscayne Tower, Suite 1650, 2 South Biscayne Boulevard, Miami, Florida 33131

disburse said funds from our Trust Account to any individual or any entity entitled to the same including, but not limited to, payment to this firm as provided for herein.

H. All other matters which we handle for you or on your behalf must be evidenced by a modification to this Agreement or by a new Agreement or if work proceeds billed on an hourly basis.

I. This is the entire agreement between the parties and this Agreement shall only be modified by an instrument in writing signed by the parties to this Agreement or otherwise clearly assented to by the parties. Client agrees all prior discussions and representations, if any, cannot and have not been relied upon and there are no understandings whatsoever or promises not contained herein. Attorney has promised to render his best professional skill and to exercise his best professional judgment and advice to client.

J. Any dispute that may arise between the parties, Hollander and Associates, LLC and CLIENT (and not the natural person Frank L. Hollander, not a party hereto) and shall be resolved in Miami-Dade County Courts for venue and jurisdictional purposes. No consequential damages shall be allowed. As a condition precedent to a lawsuit or other complaint the parties shall attempt a good faith resolution of all of their differences through mediation at Florida Mediation Group in Miami, Florida with each party to pay half of the cost thereof


K. Attorney's obligation under this agreement terminates on decision of judge as to the 2 petitions, to be reinstated as trustee, due March 2, 2015 and for Ms. Savitt to be removed as guardian. No appeal is anticipated to be filed under this agreement.


L. Please sign a copy of this Agreement where provision has been made for your signature and cause an executed copy of said Agreement to be returned to the undersigned.

M. Contact me or my staff (Niurka) when any issue arises or if you have any questions or comments by phone email or facsimile. Remember that our charges relate to the time spent in your service.

Thank you for utilizing our services.

Very truly yours,


Frank L. Hollander, Esq.
For the LLC

Agreed:  February 21, 2015
James Vassallo

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

FILE NO.:

IN RE: GUARDIANSHIP OF

ALBERT VASSALLO, SR.,

The ward.

CONSENT TO MOTION TO WITHDRAW AS COUNSEL OF RECORD

James Vassallo, interested person hereby consents to Frank L. Hollander of Hollander and Associates' motion to withdraw as counsel of record in the above styled matter.

Executed this _____


James Vassallo

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

FILE NO.:

IN RE: GUARDIANSHIP OF

ALBERT VASALLO, SR.,

The ward.

_____ /

STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY AGREED AND STIPULATED by and between FRANK L. HOLLANDER, ESQ. of HOLLANDER AND ASSOCIATES, LLC and CLIFFORD HARK, ESQ. that FRANK L. HOLLANDER, ESQ. of HOLLANDER AND ASSOCIATES, LLC enter as counsel of record for JAMES VASSALLO, interested person in the captioned matter.

FRANK L. HOLLANDER, ESQ.
HOLLANDER AND ASSOCIATES, LLC
2 SOUTH BISCA YNE BOULEVARD
Ste. 1650
MIAMI, FL 33131
TEL: (305) 373-9999
F.B.N.: 745332

CLIFFORD HARK, ESQ.

F.B.N.:

Dated: 2-21-2015 Dated: _____


JAMES VASSALLO

Dated: _____

ORDER GRANTING STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE having come before the Court upon the foregoing
Stipulation, and the Court having been fully advised in the premises, it is thereupon:

ORDERED AND ADJUDGED that FRANK L. HOLLANDER, ESQ.
HOLLANDER AND ASSOCIATES, LLC. shall be substituted in the place and stead of
CLIFFORD HARK, ESQ. as attorney of record for JAMES VASSALLO, interested
person in the captioned matter; that CLIFFORD HARK, ESQ., shall be relieved of any
further responsibility in connection to the aforementioned matter.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida this
___ day of _____, 2015.

CIRCUIT COURT JUDGE

Copies furnished to:

FRANK L. HOLLANDER, ESQ.
CLIFFORD HARK, ESQ.
JAMES VASSALLO
ROBERT HOUSEN

HARK | BURKHALTER | YON, PL
ATTORNEYS AT LAW

2101 NORTHWEST CORPORATE BOULEVARD, SUITE 220
BOCA RATON, FLORIDA 33431

201 NORTHEAST 95TH STREET
MIAMI SHORES, FLORIDA 33138

E-MAIL: CLIFF@HARKLEGAL.COM

CLIFFORD B. HARK
LAURA BOURNE BURKHALTER
MATTHEW F. YON

PALM BEACH: (561) 995-1800
BROWARD: (954) 925-7795
FACSIMILE: (561) 995-1801
MIAMI-DADE: (305) 757-3307
FACSIMILE: (305) 757-3396

February 19, 2015

James Vassallo
107 Westbury, Building E
Deerfield Beach, FL 33442

Re: Guardianship of Albert Vassallo
Termination of Representation

Dear James:

Pursuant to our meeting this afternoon, this letter will confirm that I will not longer be representing you in any further matters involving your father's Guardianship or Trust.

With regard to last Friday's Hearing, I have advised you that you have thirty (30) days to file a Notice of Appeal of Judge French's ruling where you were removed and not appointed as your father's Successor Trustee. Thank you once again for allowing me to represent you in this matter. I remain,

Very truly yours,

HARK | BURKHALTER | YON, PL




Clifford B. Hark, Esquire
For the Firm

CBH/sw

I have read, understood and agreed to the above this 19th day of February, 2015.

Signed: February 19, 2015


James Vassallo

HOLLANDER AND ASSOCIATES, LLC
ATTORNEYS AT LAW

2-24-15

FRANK L. HOLLANDER
ATTORNEY AT LAW
ONE BISCAYNE TOWER
SUITE 1650
2 SOUTH BISCAYNE BOULEVARD
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TELEPHONE: (305) 373-9999
TOLL FREE: (800) 966-4041
TELEFAX: (305) 373-7777
WEBSITE: WWW.ATTORNEYATLAW.BZ
EMAIL: FRANKH99@AOL.COM

February 24, 2015

VIA FEDEX

The Honorable David E. French
South County Courthouse
200 West Atlantic Avenue
Delray Beach, FL 33444

RE: Guardianship of Albert Vassallo, Sr.
Case No. 502014GA000369XXXXSB (IX)

Dear Judge French:

Our firm represents successor co-trustee James Vassallo in connection with the above-captioned matter.

Enclosed please find a proposed Order requesting a Special Set evidentiary hearing on the enclosed Petition along with a Stipulation for Substitution of Counsel and a proposed Order thereon.

If the Court approves the proposed Orders, upon their execution, kindly forward conformed copies to all persons listed on the Service List using the enclosed self-addressed, stamped envelopes and have your Honor's judicial assistant fill-in the date and time for the requested evidentiary hearing. We request a one and a half hour hearing.

If the Court requires any additional materials, please do not hesitate to contact our office.

Thank you for your Honor's attention to this matter.

Respectfully submitted,



HOLLANDER AND ASSOCIATES, LLC

By: Frank L. Hollander

FLH:np
cc: service list

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014GA000369XXXXSB
Division: IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO.

AMENDED PETITION FOR ORDER AUTHORIZING PAYMENT OF ATTORNEY'S
FEES AND EXPENSES

Petitioner, Sheri L. Hazeltine, Esq. alleges:

1. Petitioner is an attorney engaged in the practice of law in Palm Beach County and elsewhere in the State of Florida.
2. Petitioner is the attorney for ELIZABETH SAVITT, the limited guardian of ALBERT VASSALLO (the Ward).
3. Petitioner has rendered legal services for the benefit of the Ward, from November 12th, 2014 to February 24th, 2015, as more fully described and set forth in the itemized schedule of services and expenses attached hereto as Exhibit A, for which petitioner has not been paid.
4. Petitioner's records indicate that during the period of time above mentioned in excess of 12.4 attorney hours and 7.4 paralegal hours have been devoted to the representation of the co-guardians of the Ward.
5. Based upon the criteria established by Section 744.108(2) of the Florida Guardianship Law, petitioner believes that a reasonable fee for the services performed by the petitioner during that period of time is:

Hourly rate: \$325.00 (\$350 as of 1/1/15)
Atty. Hours worked: 12.4
Paralegal rate: \$120.00 (\$125 as of 1/1/15)
Paralegal Hrs. worked: 7.4
Total fees: \$4924.00
Total costs: \$104.78

Total amount of Fees and Compensation: **\$5,028.78**

Total amount of Fees and Compensation: **\$5,028.78.**

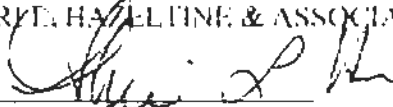
6. That this attorney's fees have a reasonable value of \$5,028.78.
7. That previous fees and costs have been billed in the amount of \$8,039.26.

WHEREFORE, Sheri L. Hazeltine, Esq. respectfully requests that this Court enter an Order awarding attorney fees and expenses provided on behalf of the Ward and made payable from the guardianship estate.

Under penalties of perjury I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

DATED this ^{25th} ~~24~~th day of February, 2014.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

By: 
Sheri L. Hazeltine, Esq.
Florida Bar No. 0674567
800 Palm Trail Plaza, Ste. 3
Delray Beach, Florida 33483
(561) 243-4655, Fax (561) 243-6933

CERTIFICATE OF SERVICE

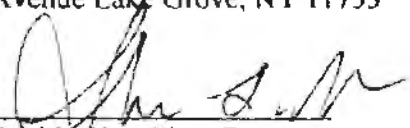
This is to certify that a true and correct copy of this Petition for Attorney's Fees was sent via E-Service to the following parties and/or persons of interest on this 24th day of February, 2015: 25th

1.) **Frank Hollander, Esq.**, attorney for James Vassallo.
One Biscayne Tower, Suite 1650
2 South Biscayne Boulevard
Miami, FL 33131-1806
Primary email: frank@hollander.lawyer
Secondary email: nurka@hollander.lawyer

2.) **Brian M. O'Connell, Esq.**, court appointed attorney.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
(561) 832-5900 (office)
(561) 833-4209 (Fax)
Primary email: service@cilinlubitz.com
Secondary email: probateservice@cilinlubitz.com

3.) **Susan Mast**
9324 Ketay Circle, Unit 1, Building 5
Boca Raton, Florida 33428

4.) **Albert Vassallo, Jr.**
28 Lafayette Avenue Lake Grove, NY 11755

By: 
Sheri H. Hazeltine, Esq.
Florida Bar No. 0674567

SHERI L. HAZELTINE & ASSOCIATES, P.A.

Attorney at Law

800 Palm Trail Plaza, Suite 3

Delray Beach, Florida 33483

Phone: 561-243-4655; Fax: 561-243-6933

sheri@hazeltine.com

Member, National Academy of Elder Law Attorneys; Academy of Florida Elder Law Attorneys; Florida Guardianship Association; Palm Beach Guardianship Association; Florida Bar Association; Elder Law Section; Palm Beach County Bar Association; South Palm Beach County Bar Association; Florida's Voice on Developmental Disabilities; Admitted in Alaska and Florida.

Elizabeth Savitt, Guardian
501 N. Country Club Dr.
Atlantis, FL 33462

Invoice Date: February 24, 2015
Invoice Number: 12011
Invoice Amount: \$5,028.78

Case: *In re Guardianship of Albert Vassallo*
Case No.: 502014GA000369XXXXSB

Attorney Fees 12.4 Hours @ \$325/hr. (\$350 as of 1/1/2013); Paralegal Fees 7.4 Hours @ \$120/hr. (\$125 as of 1/1/2015)

11/11/2014	Telephone call from Mr. Hark, Esq. regarding case and his upcoming withdrawal from matter. Telephone call from Robert Trinkler, Esq. regarding settlement of case. Discussion of case. Told him I will contact my client and get back to him by tonight.	S.L.H.	.30	\$97.50
11/11/2014	Prepare draft attorney fee petition for attorney review.	R.B.	.40	No Charge
11/12/2014	Emailed Client a copy of the signed Order setting hearing for 11/24/14 at 1:30 pm.	S.L.H.	.10	No Charge
11/12/2014	Emailed a copy of the signed Order setting hearing on petition for removal of co-trustees to Client.	S.L.H.	.10	No Charge
11/12/2014	Review of petition for attys. fees.	S.L.H.	.10	No Charge
11/12/2014	E file attorney fee petition; Reference # for this filing is 20493819.	R.B.	.10	No Charge
11/12/2014	Review of rec'd signed order setting hearing on the petition for removal of co-trustees.	S.L.H.	.10	\$32.50
11/12/2014	Review of rec'd copy of signed Order setting hearing on petition to compel Albert Vassallo to repay funds and petition to compel Susan Mast to repay funds. Set for Monday November 24 at 1:30 pm.	S.L.H.	.10	\$32.50
11/13/2014	Receipt and review of Chase Freedom visa account from Ms. Savitt.	R.P.	.10	No Charge
11/13/2014	Review of petition for fees from Mr. Hark, Esq. and Mr. O'Connell, Esq. Guardian objects to Mr. O'Connell's fee petition.	S.L.H.	.10	\$32.50

11/13/2014	Preparation of email to Mr. O'Connell, Esq. regarding his fee petition.	S.L.H.	.10	\$32.50
11/14/2014	Preparation of email to Client with attached atty. fee petition from Clifford Hark, Esq. and his affidavit.	S.L.H.	.10	No Charge
11/14/2014	Review of consent to withdrawal of attorney Clifford Hark, Esq. and consent to attys. fees by James Vassallo (his client).	S.L.H.	.10	\$32.50
11/14/2014	Emailed copies of received consents from James Vassallo to Client.	S.L.H.	.10	No Charge
11/14/2014	Receipt of petition for attys. fees from Clifford Hark, Esq. and affidavit.	S.L.H.	.10	No Charge
11/17/2014	Preparation of email to Mr. Trinkler, Esq. asking if we could meet in person with his client this week.	S.L.H.	.10	No Charge
11/17/2014	Telephone call to Judge French's JA to obtain available dates and times for Ms. Hazeltine's attorney fee petition. Prepare e-mail to all counsel asking them to respond ASAP with dates they are available.	R.P.	.20	\$24.00
11/17/2014	Telephone call from Client. Discussion of case.	S.L.H.	.70	\$227.50
11/17/2014	Receipt and review of e-mails from counsel. All attorney's are available on January 6th at 9:30 a.m.	R.P.	.10	No Charge
11/17/2014	Preparation of email to Mr. O'Connell asking him to recalculate his fee petition as per the reduced hourly rates. Review of response email from Mr. O'Connell stating 'will do'. Forwarded email to client for review.	S.L.H.	.10	\$32.50
11/18/2014	Prepare Order Setting Hearing for January 6th. E-mailed blank Order to all attorneys. Told them they would get the signed Orders from Judge French next week.	R.P.	.20	\$24.00
11/18/2014	Follow up email again to Mr. Trinkler, Esq. asking if he had received my email from yesterday asking if we could meet in person with him and his client this week.	S.L.H.	.10	No Charge
11/18/2014	Telephone call from Mr. James Vassallo. Discussion of his concerns in the case.	S.L.H.	.30	\$97.50
11/18/2014	Telephone call to Judge French's JA to secure the 1/6 at 9:30 a.m. date.	R.P.	.10	\$12.00
11/18/2014	E-mailed copy of Clifford Hark, Esq.'s attorney fee petition to Ms. Savitt.	R.P.	.10	No Charge
11/19/2014	E-filed objection, ref. #20749281. E-mailed copy to Ms. Savitt.	R.P.	.20	No Charge
11/19/2014	Review of email from Client regarding Mr. Hark's fee petition with request. Preparation of response email.	S.L.H.	.10	\$32.50
11/19/2014	Meeting in person with Client Ms. Savitt; Mr. James Vassallo on telephone conference. Discussion of Ward's accounts and charges made on the accounts by Susan Mast.	S.L.H.	1.00	\$325.00
11/19/2014	Prepare objection to attorney Clifford Hark, Esq.'s attorney fee petition.	R.P.	.20	\$24.00
11/19/2014	Prepared spreadsheet for Albert Vassallo's checking account.	R.P.	.50	\$60.00
→ 11/19/2014	Preparation of email to Mr. Trinkler, Esq. requesting an	S.L.H.	.10	\$32.50

	account history (online printout) of all of her personal accounts since April 4, 2014, to the meeting tomorrow at 2:30 pm, at the request of the guardian.			
11/19/2014	Telephone calls to and from Jennifer at Mr. Trinkler's office to schedule a place for the meeting tomorrow. Mr. Trinkler had to change the 2:30 meeting to 3:30. It was agreed by all parties to have the meeting at Empire Legal in Boca Raton.	R.P.	.30	\$36.00
11/20/2014	Forwarded copy of re-calculated fee petition from Mr. O'Connell to Client for review.	S.L.H.	.10	No Charge
11/20/2014	Meeting in person with Client, Mr. Trinkler, Esq., Albert Jr., and Susan Mast at office space off Yamato Rd. in Boca. Asked questions of Ms. Mast and Mr. Vassallo Jr. Discussion of case.	S.L.H.	1.50	\$487.50
11/20/2014	Telephone call from paralegal, who was unsuccessful with phone call to Dr. Virginia MacIntosh' office to obtain copies of the medical records. Telephone call to Dr. MacIntosh' office and spoke to Debbie the office mgr. Discussion of case and procedure to obtain copies of the records. Need to send her a request and release and they will provide the records. Her fax number is 954-426-9995.	S.L.H.	.10	\$32.50
11/20/2014	Prepare medical release and fax cover letter to Debbie at Dr. McIntosh's office attaching the Order and Letters. Requested Dr. McIntosh's reports for Mr. Vassallo.	R.P.	.20	\$24.00
11/20/2014	Telephone call with James Vassallo. Discussion of medical records; plus more medical records at VA Clinic in Pompano Beach.	S.L.H.	.10	\$32.50
11/20/2014	Forwarded email from Mr. Hark, Esq. to Client for her review.	S.L.H.	.10	No Charge
11/20/2014	Review of email from Client acknowledging receipt of re-calculated petition from Mr. O'Connell, Esq. She will need additional time to review the petition also - no consent yet.	S.L.H.	.10	No Charge
11/20/2014	Review of email from Client regarding fee petition from Mr. Hark, Esq. Preparation of email to Mr. Hark, Esq. asking for specific reductions in hourly rate and line item.	S.L.H.	.10	\$32.50
11/20/2014	Telephone call from Client regarding meeting today at 3:30 pm with Mr. Trinkler, Esq. Questions about meeting and also the rec'd medical records from Mr. James Vassallo yesterday. Discussion of records; client asked me to call Mr. James Vassallo now to follow up to obtain more medical records, which I agreed to do.	S.L.H.	.10	\$32.50
11/20/2014	Driving time to meeting with Client, Mr. Trinkler, Esq., and Mr. Vassallo Jr. and Ms. Mast.	S.L.H.	.40	\$60.00
11/20/2014	Review of email from Biddy from Mr. O'Connell's office with attached re-calculated fee petition from Mr. O'Connell. Preparation of response email telling her I	S.L.H.	.10	\$32.50

11/20/2014	would forward to client and then get back to her. Telephone call with Client after meeting today, regarding case.	S.L.H.	.40	\$130.00
11/20/2014	Review of email from Clifford Hark, Esq. stating he would reduce his fee petition as requested. Prep of response email.	S.L.H.	.10	\$32.50
11/20/2014	Telephone call to Mr. James Vassallo, as req'd by Client. Left phone msg. asking him for additional medical records as per Client.	S.L.H.	.10	No Charge
11/20/2014	Telephone call to Dr. McIntosh's office. Client requested we obtain a copy of the doctor's report as we have the report on the test results but not a doctor's report. I was told by the person who answered the phone (I unfortunately did not get her name) that Mr. Vassallo would have to go to their office personally to request it. I explained to her that Mr. Vassallo was under a guardianship and Ms. Savitt was his guardian. I told her I would fax over the Order and Letters naming Ms. Savitt guardian. She was very rude and kept telling me that it did not matter and that Mr. Vassallo would have to go there himself.	R.P.	.20	\$24.00
11/21/2014	→ Emailed Mr. Trinkler copies of the chart Chase Checking account XXX3839 and "Electronic Withdrawals" list, prepared by Client Ms. Savitt, at Ms. Hazeltine's request. These documents were provided to Mr. Trinkler and his clients at yesterday's meeting also, as per Ms. Hazeltine.	R.P.	.10	No Charge
11/21/2014	Telephone call with Client regarding case.	S.L.H.	.20	\$65.00
11/21/2014	Preparation of emailed letter to Mr. Trinkler, Esq. with subpoenas attached for Ms. Mast and Mr. Vassallo Jr.	R.P.	.10	No Charge
11/21/2014	Telephone call with Mr. Trinkler, Esq. regarding case. Discussion of case - told him there was no agreement and that instead Ms. Mast needs to pay back the \$50,000 or put her father's name on title to house. His client not in agreement with this, and disputes issue; says the medical evidence will have to be there before we can prove it.	S.L.H.	.20	\$65.00
11/21/2014	Review of email from Robert Trinkler, Esq. stating no attachments, plus he wanted to talk to Ms. Hazeltine, Esq. Consulted with Ms. Hazeltine (in meeting) and preparation of response email to Mr. Trinkler stating she could call him this afternoon.	R.P.	.10	No Charge
11/21/2014	Review of email from Client regarding my attys. fee petition. Preparation of response email.	S.L.H.	.10	No Charge
11/21/2014	Preparation of 3 (three) subpoenas for attendance of James Vassallo, Albert Vassallo Jr., and Susan Mast for the court hearing on Monday Nov. 24 at 1:30 pm.	R.P.	.30	\$36.00
11/21/2014	Review of 3 (three) prepared subpoenas for hearing. Signed and finalized for emailing to Atty. Mr. Trinkler and Mr. James Vassallo.	S.L.H.	.10	\$32.50

11/21/2014	Preparation of email to James Vassallo Jr. along with attached subpoena for his attendance at hearing on Monday Nov. 24 at 1:30 pm.	R.P.	.10	No Charge
11/21/2014	Review of email and letter from Mr. Trinkler.	S.L.H.	.10	\$32.50
11/22/2014	Preparation of email to Mr. O'Connell Esq. asking for a copy of his report.	S.L.H.	.10	No Charge
11/22/2014	Telephone call with Client Ms. Savitt regarding case and hearing on Monday.	S.L.H.	.60	\$195.00
11/22/2014	Review of email from Client regarding court appt'd attys report. Preparation of response email.	S.L.H.	.10	\$32.50
11/23/2014	Preparation for court hearing next day Nov. 24 at 1:30 pm. Preparation of email to Mr. Boutwell, Esq. asking for copies of Mr. Vassallo's estate plannings documents. Preparation of email to Client asking about the copies of medical records.	S.L.H.	.90	\$292.50
11/23/2014	Review of email from Client regarding questions. Preparation of response email. Review of another email with questions. Preparation of response email.	S.L.H.	.10	\$32.50
11/24/2014	Preparation of email to court reporter asking her for copy of transcript.	R.P.	.10	No Charge
11/24/2014	Prepare exhibit files for today's hearing and prepare exhibits.	R.P.	.50	\$60.00
11/24/2014	Attendance at court hearing on the two petitions - petition to compel repayment of funds from Susan Mast and petition to compel repayment of funds from Albert Vassallo Jr. Present also was guardian Ms. Savitt, Mr. O'Connell, Esq., Mr. Trinkler, Esq., Susan Mast, and Albert Vassallo. James Vassallo also appeared at hearing. Took testimony from Susan Mast and Albert Vassallo Jr.	S.L.H.	1.00	\$325.00
11/24/2014	Review of email from paralegal requesting transcript of court hearing today. Preparation of email to court reporter asking how much a transcript would cost.	S.L.H.	.10	No Charge
11/24/2014	Telephone call to U.S. Legal Support to secure at court reporter at the hearing today.	R.P.	.20	\$24.00
11/24/2014	Telephone call to Delray Blueprint to order large copies of checks on poster board after request for these exhibits from Client (telephone call). E-mailed copy of checks to be copied.	R.P.	.20	\$24.00
11/24/2014	Preparation of email to Mr. O'Connell, Esq., with copy to Client (guardian), regarding situation after hearing today.	S.L.H.	.10	\$32.50
11/24/2014	Pick up and pay for court exhibits at Delray Blueprint.	R.B.	.30	\$36.00
11/24/2014	Telephone call with Client after court hearing to discuss case.	S.L.H.	.20	No Charge
11/25/2014	Review of amended notice of mediation, e-filed by Brian O'Connell, Esq.	S.L.H.	.10	\$32.50
11/25/2014	Prepare draft motion to withdraw.	R.P.	.20	No Charge
11/25/2014	Review of email from Client regarding mediation. She	S.L.H.	.10	No Charge

11/25/2014	would like it resolved in two (2) hours, not stay all day. Review of email from Client regarding ordering transcript, said to hold off on ordering a copy yet. Preparation of response email to clarify message.	S.L.H.	.10	\$32.50
11/25/2014	Receipt and review of Amended Notice of Mediation - 12/1/14 at 10:30 a.m. for two hours (rather than all day).	R.P.	.10	No Charge
11/25/2014	E-mailed amended notice of mediation to James Vassallo.	R.P.	.10	No Charge
11/25/2014	Telephone call from James Vassallo. He wanted to know about the mediation and what was going to happen at it. He said that if he did not agree with everyone else, what would happen? Would that sink the deal? He also wanted to know why Betsy had not moved his father out of his sister's house, he feels his father is being abused now. He wants a copy of all medical records received.	S.L.H.	.20	No Charge
11/25/2014	Review of e-mail from Lisa Zachary at U.S. Legal Support. The estimate for the transcript is \$774.00.	R.P.	.10	No Charge
11/25/2014	Telephone call to Client to inform her of Mr. James Vassallo's call to our office.	S.L.H.	.10	No Charge
11/25/2014	Receipt of CD from the VA with Mr. Vassallo's medical records. Ms. Hazeltine told me to call Ms. Savitt and let her know that we are in possession of it.	R.P.	.20	No Charge
11/25/2014	Receipt and review of Mediation Letter from ARC Mediation for December 1, 2014	R.P.	.10	No Charge
11/26/2014	Review of email from Stephanie at ARC Mediation, with attached copy of the amended notice of mediation. Preparation of response email to Stephanie acknowledging her email, as she requested.	S.L.H.	.10	No Charge
11/26/2014	Ms. Savitt came to the office and put the CD in the unused computer. She printed out a few pages. Gave her the CD per Ms. Hazeltine's instructions.	R.P.	.40	\$48.00
11/26/2014	Preparation of email to Client requesting permission to send the other persons on the service list a copy of the notice of mediation time, date and location.	S.L.H.	.10	\$32.50
12/1/2014	Review of faxed letter from Diversified Medical Records in CA, regarding medical records of Mr. Vassallo's, at Unimed Health Systems Center. They asked for approval of the request before they would send the records; there will be a charge of \$538.18.	R.P.	.10	\$12.00
12/1/2014	Preparation of email to Client Ms. Savitt with copy of the rec'd letter from Diversified Medical Records regarding copying medical records. Stated we would hold off approving this until we heard from her.	S.L.H.	.10	No Charge
12/2/2014	Telephone call from Client at Diversified Medical Records. He offered to reduce the invoice to \$300.00. Relayed this to Client who stated she did not need the medical records anymore.	R.P.	.10	No Charge
12/3/2014	Telephone call to Attorney Trinker's office letting them	R.P.	.10	\$12.00

	know that we are scheduling an 8:45 hearing on December 4th to cancel and reset the petition on removal of trustees. Mr. Trinkler will be there.			
12/3/2014	Prepare motion to cancel hearing scheduled for December 9th.	R.P.	.40	\$48.00
12/3/2014	Telephone call from Client.	R.P.	.20	No Charge
12/3/2014	E-filed notice of hearing and motion to cancel and reset, ref. #21177617. E-mailed copy to Client and James Vassallo.	R.P.	.20	No Charge
12/3/2014	Telephone call from Rob Hauser, Esq. He asked me if he or Ms. Hazeltine was covering the 8:45 hearing tomorrow. I told him that it is up to Ms. Savitt.	R.P.	.10	\$12.00
12/3/2014	Prepare notice of hearing on motion to cancel and reset.	R.P.	.20	\$24.00
12/3/2014	Prepare Order resetting December 9th hearing.	R.P.	.20	\$24.00
12/3/2014	Telephone call to Client. Asked her who she wanted to cover the 8:45 hearing tomorrow. She said Mr. Hauser. Called him back and told him to be there.	R.P.	.10	\$12.00
12/4/2014	Received Notice of appearance and request for electronic service from Robert J. Hauser, Esq.	R.B.	.10	No Charge
12/4/2014	Receipt and review of notice of appearance from Robert Hauser, Esq. E-mailed to Client.	R.P.	.10	No Charge
12/5/2014	Receipt and review of Order on motion to cancel and reset hearing on petition for removal of co-trustees - granted.	R.P.	.10	No Charge
12/8/2014	Receipt and review of mediator's report - agreed.	R.P.	.10	No Charge
12/8/2014	Review of rec'd bill from US Legal Support in amt. of \$120.00 for appearance at the hearing on Nov. 26, 2014. Prep of email to Client with attached bill asking for payment.	S.L.H.	.10	No Charge
12/8/2014	Preparation of email to Client with attached copy of bill from U.S. Legal Support for appearance at court hearing on Nov. 24, 2014.	S.L.H.	.10	No Charge
12/8/2014	Review of order from court signed Dec. 4, 2014 on the Motion to Cancel and Reset Hearing on the Petition for Removal of the Co-Trustees scheduled for Dec. 9, 2014 at 9:30am. Court granted the motion; respondents Albert Vassallo Jr. and Susan Mast shall have 10 days from the date of approval/objection of the settlement agreement to file their response or motion to said motion, due to the fact that same may be rendered moot upon entry of an order approving the settlement agreement.	S.L.H.	.10	No Charge
12/8/2014	Emailed copy of the rec'd Mediator's Report to Client.	S.L.H.	.10	No Charge
12/8/2014	Prepare e-mail to Client attaching mediator's report.	R.P.	.10	No Charge
12/8/2014	Review of copy of mediator's report.	S.L.H.	.10	No Charge
12/12/2014	Review of email from Clifford Hark, Esq. stating Mr. James Vassallo had asked that he get back involved in the matter on a limited basis. He wanted a copy of the proposed settlement agreement, and also wanted to	S.L.H.	.10	\$32.50

	schedule a call with myself and Client to discuss the relationship between the Trust and guardianship. Forwarded email to Client for review.			
12/18/2014	Prepare notice of unavailability.	R.P.	.20	\$24.00
1/6/2015	Attendance at court hearing on SLH petition for attys. fees in front of the Honorable Judge French. Court signed agreed Order. Present also was Robert Trinkler, Esq. and Clifford Hark, Esq. Mr. Hark then presented his fee petition and agreed order for attys. fees. Court signed his order too.	S.L.H.	.50	No Charge
1/6/2015	Mailed envelope via USPS to Mr. O'Connell, Esq.'s office that Client gave office to mail.	S.L.H.	.10	No Charge
1/6/2015	Client stopped by and paid attorneys fees via check for SLH in amt. of \$8039.26. Also she gave us check to send to Mr. O'Connell's office in amt. of \$6740.90.	S.L.H.	.10	No Charge
1/6/2015	Emailed a copy of the signed fee orders for Mr. Hark and Ms. Hazeltine to Client Ms. Savitt.	S.L.H.	.10	No Charge
1/8/2015	Prepare draft attorney fee petition for attorney review.	R.B.	.40	No Charge
1/9/2015	E-File attorney fee petition; Reference # for this filing is 22380848.	R.B.	.20	No Charge
1/10/2015	Review of email from Client asking that we hold off on setting for hrg. yet.	S.L.H.	.10	No Charge
1/19/2015	Review of email from Client and attached comps and purchase contract.	R.P.	.10	No Charge
1/20/2015	Emailed draft petition to sell property to Client for review.	S.L.H.	.10	No Charge
1/20/2015	Preparation of petition to sell real estate of Ward.	S.L.H.	.50	\$175.00
1/21/2015	Review of emails from Client asking us to include the comps. Prep of email to paralegal asking her to revise the petition to sell the real estate to include the comps.	S.L.H.	.10	No Charge
1/21/2015	Made changes to petition to sell real estate. Finalized for sending to Client. Preparation of email to client with attached revised petition.	S.L.H.	.10	\$35.00
1/21/2015	Prepare revised petition to add the comps.	R.P.	.20	\$25.00
1/22/2015	Prepare certified mail packages.	R.P.	.20	No Charge
1/22/2015	E-filed petition for authorization to sell homestead property of ward, ref. #22841369. E-mailed copy to Ms. Savitt.	R.P.	.20	No Charge
1/22/2015	Review of 'read' receipt from James Vassallo showing he read the email and attached copy of the petition filed.	R.P.	.10	No Charge
1/23/2015	Review of clerk of court docket. Petition e-filed yesterday has docket number now. Prep of email to paralegal asking her to call the JA now to schedule court hearing on the e-filed petition.	S.L.H.	.10	No Charge
1/23/2015	Telephone call from Susan Mast. She said that she had tried to call the guardian but voice mail was full. Preparation of email to Client asking her to call Susan Mast, and gave her her phone number.	R.P.	.10	\$12.50

1/26/2015	Review of email from Client stating she tried to call and reach Susan Mast.	R.P.	.10	No Charge
1/28/2015	Receipt and review of guardian's verified petition for direction to act.	R.P.	.10	No Charge
1/28/2015	Review of case; noticed court hearing has not been set yet. Paralegal responded that waiting for green cards to come back showing proof of service on beneficiaries first.	S.L.H.	.10	No Charge
2/2/2015	Receipt and review of order specially setting hearing on guardian's verified petition for direction to act.	R.P.	.10	No Charge
2/6/2015	Telephone call to Robert Hauser, Esq. to inquire if we may "piggy back" our petition to sell homestead property on his 2/13 hearing for petition for authority to act. He had no objection and said to confirm this with Ms. Savitt.	R.P.	.10	No Charge
2/6/2015	→ Telephone call to Ms. Savitt regarding adding our petition to sell homestead to Mr. Hauser's special set hearing on 2/13. Ms. Savitt stated to ask Mr. Hauser if he will give our Order to Judge French for signature. This will save attorney's fees as only one attorney will have to attend.	R.P.	.10	No Charge
2/6/2015	Receipt and review of notice of hearing on Robert Trinkler, Esq.'s motion to withdraw.	R.P.	.10	No Charge
2/6/2015	Prepare e-mail to Mr. Hauser attaching petition to sell homestead property and agreed order. He will take it to court next Friday to get it signed by Judge French.	R.P.	.10	No Charge
2/6/2015	Prepare Agreed Order on petition for authorization to sell homestead property of ward.	R.P.	.30	\$37.50
2/8/2015	Review of email from Mr. Hauser, Esq. stating to make sure the JA was consulted and a new Order adding the petition on to his hearing was prepared and signed, etc. Prep of response email.	S.L.H.	.10	\$35.00
2/8/2015	Review of email from Mr. Robert Hauser, Esq. regarding adding the petition to sell real property on to his court hearing. Prep of response email stating we were in the process of doing this.	S.L.H.	.10	\$35.00
2/10/2015	Prepare e-mail to Ms. Savitt informing her of my conversations with Judge French's JA and Tcherca. Asked her if she had e-mail addresses for the three out of town "interested parties" so we may e-mail them and get written agreements.	R.P.	.20	\$25.00
2/10/2015	Telephone call from Marie Vassallo-Castagnetta. She is in agreement with the selling of the home. Prepare e-mail to her and asked her to reply that she was in agreement. Her new address is: P.O. Box 160, Clarkridge, Arkansas 72623 - email: mariejames1963@gmail.com.	R.P.	.10	\$12.50
2/10/2015	Telephone messages left with Jacqueline Cantella and Marie Vassallo-Castagnetta inquiring if they were in agreement to the sale of Albert Vassallo's home.	R.P.	.10	\$12.50
2/10/2015	Review of email from Client Ms. Savitt, forwarding email from Jeffrey Kalika stating they hoped for a closing of the	S.L.H.	.10	\$35.00

	condo on February 20, 2015. He said they were waiting for approval from Seacrest Services, then from the board of directors of Westbury E.			
2/10/2015	Receipt and review of Ralph Vassallo; Jacqueline Cantela and Marie Castagnetta's telephone numbers from Ms. Savitt.	R.P.	.10	No Charge
2/10/2015	Prepare e-mails to Ralph Vassallo and James Vassallo.	R.P.	.10	\$12.50
2/10/2015	Telephone call to Judge French's JA to add on petition for authorization to sell real property with Mr. Hauser's petition on Friday.	R.P.	.20	\$25.00
2/11/2015	Receipt and review of e-mail from Ms. Savitt.	R.P.	.10	No Charge
2/11/2015	Prepare notice of hearing on petition to sell homestead property.	R.P.	.20	\$25.00
2/11/2015	Receipt and review of e-mail from Ralph Vassallo.	R.P.	.10	No Charge
2/12/2015	Forwarded e-filing to Client Ms. Savitt.	S.L.H.	.10	No Charge
2/12/2015	Scanned in the financial statements dropped off at our office on 02.10.15 by Susan Mast. Emailed them to Client Ms. Savitt for review.	S.L.H.	.20	No Charge
2/12/2015	Prepare e-mail to Cliff Hark, Esq. and James Vassallo attaching the notice of hearing pursuant to Ms. Savitt's request. Sent a cc to Ms. Savitt.	R.P.	.10	\$12.50
2/12/2015	E-filed notice of hearing on petition for authorization to sell homestead, ref. #23688544. E-mailed copy to Ms. Savitt.	R.P.	.20	No Charge
2/12/2015	Review of Objection filed by Clifford Hark, Esq. regarding the guardian's filed Petition for Direction to Act.	S.L.H.	.10	No Charge
2/17/2015	Prepare Order to sell homestead property.	R.P.	.30	\$37.50
2/17/2015	Review of email from Mr. Ackerman, Esq. asking for specific court order approving sale of property. Prep of response email stating we will be attending a court hearing tomorrow at 8:45 am to obtain a signed copy of the order. Asked him whether he needed a certified copy or not.	S.L.H.	.10	\$35.00
2/17/2015	Review of email from Mr. Ackerman asking that we obtain a certified copy of the signed order.	S.L.H.	.10	\$35.00
2/17/2015	As per Client, was asked to email copies of the Letters and Order appointing guardian, to Mr Jason Ackerman, Esq. Prep of emailed letter with attached copies of the Order and Letters appointing guardian.	R.P.	.10	\$12.50
2/18/2015	Attendance at court hearing today in front of the Honorable Circuit Judge David French. Court signed Order authorizing sale of property.	S.L.H.	.30	\$105.00
2/18/2015	Preparation of email to Client and Mr. Ackerman, with attached copy of certified Order authorizing sale of property.	S.L.H.	.10	No Charge
2/18/2015	At clerk's office to obtain certified copy of the Order obtained today. Was then asked by Client to ask clerk to check to see if I could obtain a copy of the Order from last	S.L.H.	1.00	\$350.00

	Friday's hrg. she attended. The clerk looked it up on the computer and stated it had not come down to their office yet (it is Wed.). Telephone call with Client whereby she requested I obtain an order from September 2014 also, which I then did in separate transaction with clerk's office.			
2/18/2015	Review of court docket to find out if order approving Inventory was ever entered - no not yet.	S.L.H.	.10	No Charge
2/19/2015	Prepare e-mail to Mr. Ackerman, Esq. giving him Mr. Vassallo's social security number pursuant to his request.	R.P.	.10	\$12.50
2/21/2015	Forwarded filing to Client Ms. Savitt for review.	S.L.H.	.10	No Charge
2/21/2015	Review of notice approving initial guardianship plan; affidavit of reasonable guardian fees filed by Clifford Hark, Esq.	S.L.H.	.10	\$35.00
2/23/2015	Prepare draft amended attorney fee petition for attorney review.	R.B.	.40	No Charge
2/23/2015	Receipt and review of Mr. Hauser's letter and proposed Orders to Judge French regarding replacement of successor trustee.	R.P.	.10	No Charge
2/23/2015	Prep of email to Mr. Jason Ackerman asking for copy of the HUD; also whether a check was issued, and whether closing went o.k. or not.	S.L.H.	.10	\$35.00
2/24/2015	Receipt and review of copy of settlement statement for Ms. Vassallo's condo.	R.P.	.10	No Charge
2/24/2015	Telephone call from Marie Vassallo. She wants to know the amount of assets of her dad's estate. She has no idea what is going on. I told her that I did not have any authority to give out information. She will be calling Ms. Savitt.	R.P.	.10	\$12.50
2/24/2015	Receipt and review of notice of appearance of Frank L. Hollander for James Vassallo; designation of e-mail address; successor co-trustee James Vassallo's post hearing memorandum; and stipulation for substitution of counsel.	R.P.	.20	No Charge
2/24/2015	Preparation of email to Client asking her if she rec'd a check at the closing last Friday; and if so, the amount; and where it was deposited.	S.L.H.	.10	No Charge
SUBTOTAL:			31.20	\$4,924.00

Costs

11/24/2014	Pick up and pay for court exhibits at Delray Blueprint.			\$45.58
11/26/2014	Certified mail postage for mailing Amended Notice of Mediation to Marie Vassallo-Castagnetta; Ralph Vassallo; and Jacqueline Cantala.			\$19.44
1/6/2015	Cost for mailing envelope with check for Brian O'Connell, Esq.			\$0.48
1/23/2015	Certified mail postage for sending petition to sell homestead property to family members in New York.			\$23.46
2/10/2015	Certified mail envelope came back undeliverable to Marie Vassallo-Castagnetta. Obtained her new address. Re-sent petition to sell homestead via certified mail.			\$7.82
2/18/2015	Cost for obtaining two (2) certified copies of two (2) Orders.			\$8.00
SUBTOTAL:				\$104.78

TOTAL: \$5,028.78
PREVIOUS BALANCE DUE: \$0.00
CURRENT BALANCE DUE AND OWING: \$5,028.78

Thank you for your business. We do expect payment promptly, so please process this invoice within 14 days. There will be a late payment charge of 1.5 percent, in 30 day increments, applied to any past-due unpaid balance of accounts.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

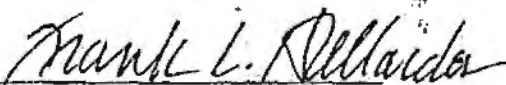
FILE NO.: 502014GA000369XXXXSB (IX)

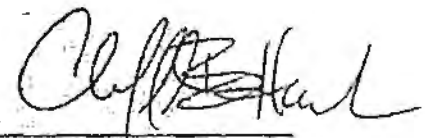
IN RE: GUARDIANSHIP OF
ALBERT VASALLO, SR.,

The ward.

STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY AGREED AND STIPULATED by and between FRANK L. HOLLANDER, ESQ. of HOLLANDER AND ASSOCIATES, LLC and CLIFFORD HARK, ESQ. that FRANK L. HOLLANDER, ESQ. of HOLLANDER AND ASSOCIATES, LLC enter as counsel of record for JAMES VASSALLO, interested person in the captioned matter.


FRANK L. HOLLANDER, ESQ.
HOLLANDER AND ASSOCIATES, LLC
2 SOUTH BISCAYNE BOULEVARD
Ste. 1650
MIAMI, FL 33131
TEL: (305) 373-9999
F.B.N.: 745332


CLIFFORD HARK, ESQ.
HARK BURKHALTER YON, PC
2101 NW CORPORATE BLVD #220
BOCA RATON, FL 33431
(561) 995-1800
F.B.N.: 301590

Dated: 2-21-2015

Dated: 2/23/15


JAMES VASSALLO

Dated: 2-24-15

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

FILE NO.: 50214GA000369XXXXSB (IX)

IN RE: GUARDIANSHIP OF

ALBERT VASALLO, SR.,

The ward.

ORDER GRANTING STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE having come before the Court upon the foregoing

Stipulation, and the Court having been fully advised in the premises, it is thereupon:

ORDERED AND ADJUDGED that FRANK L. HOLLANDER, ESQ. of HOLLANDER AND ASSOCIATES, LLC. shall be substituted in the place and stead of CLIFFORD HARK, ESQ. as attorney of record for JAMES VASSALLO, interested person in the captioned matter; that CLIFFORD HARK, ESQ., shall be relieved of any further responsibility in connection to the aforementioned matter.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida this ____ day of _____, 2015.

CIRCUIT COURT JUDGE

Copies furnished to:
Frank L. Hollander
Clifford Hark
James Vassallo
Robert J. Hauser
Sheri Hazeltine
Brian M. O'Connell
Robert M. Trinkler
Ralph Vassallo
Jacqueline Cantela
Marie Vassallo-Castagnette

COPY

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR PALM BEACH COUNTY

IN RE: GUARDIANSHIP OF

PROBATE/GUARDIANSHIP DIVISION

ALBERT VASSALLO, SR.
Incapacitated Person.

CASE NO.: 502014GA000369XXXXSBIX

COURT APPOINTED COUNSEL FOR THE WARD'S PETITION FOR ORDER
AUTHORIZING PAYMENT OF ATTORNEY'S FEES AND COSTS

COMES NOW, Brian M. O'Connell, Esq., of the law firm of Ciklin Lubitz Martens & O'Connell ("Ciklin Lubitz"), court-appointed counsel for Ward, ALBERT VASSALLO, SR., ("Court Appointed Counsel" and "Ward") and files this petition with the Court for an Order authorizing the payment of attorney's fees and costs, and states as follows:

1. Court Appointed Counsel represented the Ward in all pending matters under §744.331, Florida Statutes, pursuant to this Courts Order entered on July 24, 2014, under Case No. 502014MH001432XXXXSBIX.

2. Court Appointed Counsel has rendered services and incurred expenses on behalf of Ward and for the benefit of the Guardianship from on or about October 10, 2014 through February 20, 2015, as more fully described and set forth in the detailed transaction statement attached hereto as Exhibit "A."

3. Ciklin Lubitz's records indicate that during the above-referenced period of time, in excess of 53.20 hours, totaling \$10,504.50, have been devoted by Court Appointed Counsel to the representation of Ward, and a total of \$52.12 in costs expended, for a total due of \$10,556.62.

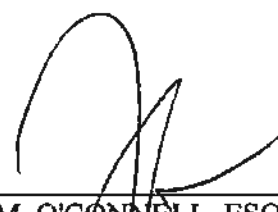
WHEREFORE, Petitioner respectfully requests this Court enter an Order authorizing and

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO, Incapacitated
Case No. 502014GA 000369XXXXSB1X

directing the payment of reasonable attorneys' fees and costs for services rendered to Ward and the Guardianship pursuant to Florida Statute §744.108 in the amount of \$10,556.62, to Court Appointed Counsel's law firm, Ciklin Lubitz Martens & O'Connell, from the assets of the Guardianship.

Under Penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Dated April 3, 2015.


94230
BRIAN M. O'CONNELL, ESQUIRE
Florida Bar No. 308471
TCR
CIKLIN LUBITZ/MARTENS & O'CONNELL
515 North Flagler Drive, 20th Floor
West Palm Beach, FL 33401
Telephone: 561-832-5900
Fax 561-833-4209
Primary e-mail: service@ciklinlubitz.com

Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, 20th Floor
West Palm Beach, FL 33401
561-832-5900
Federal ID #59-2523541

Brian M. O'Connell, Esq.
c/o Bidy

February 24, 2015
Bill Number 291264
File Number 11270-52950

FOR PROFESSIONAL SERVICES

Re: Guardianship of Albert Vassallo, BMO Court Appointed

LEGAL SERVICES

Through February 23, 2015

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Time</u>
10/08/14	BMO	Conference with and instructions to Bidy regarding call from Mast.	0.10
10/08/14	BMO	Receipt and review of BCL 10/8/14 memo.	0.10
10/15/14	BMO	Receipt and review of Trinkler 10/15/14 Notice of Appearance and Request for Copies.	0.10
10/15/14	BMO	Receipt and review of Trinkler 10/14/14 Notice of Designation of Primary E-Mail Address for Service.	0.10
10/16/14	CCL	Receive, review notices, pleadings; work on fee petition, service list; calendaring	0.60
10/20/14	BMO	Receipt and review of Hazeltine 10/20/14 Petition for Removal of Co-Trustees and Notice of Hearing re: same.	0.10
10/23/14	CCL	Calls, Hearing preparation re: <u>trustee removal</u>	0.30
10/27/14	BMO	Receipt and review of Hazeltine 10/25/14 Petition to Compel Susan Mast to Re-Pay Funds and Return Property of the Ward.	0.20
10/27/14	BMO	Receipt and review of Hazeltine 10/25/14 Notice of Confidential Information Within Court Filing.	0.10

10/27/14	BMO	Receipt and review of Hazeltine 10/25/14 Petition to Compel Albert Vassallo, Jr. to Re-Pay Funds Belonging to the Ward.	0.20
10/27/14	CCL	Receive, prepare pleadings for BMO hearing attendance	1.20
10/27/14	CCL	Prepare fee petition exhibit; finalize for attorney review and signature; memo	0.60
10/28/14	BMO	Receipt and review of 10/28/14 e-correspondence from Randée Parrish (Hazeltine firm) with copy of Order Setting Hearing for 12/9/14.	0.10
10/28/14	CCL	Hearing preparation	0.40
10/29/14	CCL	Correspondence from various attorneys re: hearing;	0.30
10/29/14	CCL	Revise fee petition; status memo to JF	0.50
11/06/14	CCL	Prepare for JF conference	0.10
11/10/14	BMO	Receipt and review of 11/7/14 Order Setting Hearings on 11/24/14 (Special Set).	0.10
11/10/14	BMO	Receipt and review of Hark 11/10/14 Motion to Withdraw as Counsel of Record.	0.10
11/10/14	CCL	Received Hearing Notices; hearing prep	0.20
11/11/14	CCL	Review Inventory; status memo to attorneys in prep of upcoming hearings	0.50
11/11/14	CCL	Prepare for and attend conference with JF; efile and eserve petition for court appointed fees	0.20
11/11/14	CCL	Received Hark's Motion to Withdraw; memo to attorneys	0.20
11/11/14	JAF	Consideration of issues re: inventory and petitions to compel.	0.30
11/12/14	BMO	Receipt and review of Hazeltine 11/12/14 Petition for Order Authorizing Payment of Attorney's Fees and Expenses.	0.20
11/13/14	BMO	Receipt and review of Consent to Motion to Withdraw as Counsel of Record, filed by Hark 11/13/14.	0.10
11/13/14	BMO	Receipt and review of Consent to Petition of Payment of Attorney's Fees and Costs filed by Hark 11/13/14.	0.10

1.20

0.60

0.50



11/13/14	BMO	Receipt and review of Petition for Payment of Attorney's Fees and Costs, with Affidavit as to same, filed by Hark 11/13/14.	0.20
11/13/14	CCL	Review fee petition of Cliff Hark and consents; memo	0.20 ✕
11/17/14	CCL	Instructions from BMO; recalculate fees; revise fee order	0.50
11/17/14	CCL	Correspond with Hazeltine's office re: hearing dates, fee petitions at issue, possible agreed order	0.20 ←
11/18/14	BMO	Conference with JAF re: guardian's fee petition.	0.10
11/18/14	CCL	Memo to Hazeltine re: reduced fees and proposed order	0.10
11/18/14	JAF	Conference with BMO re: guardians fee petition.	0.10
11/19/14	CCL	Confer with/Instructions from (JF) Memo to Hazeltine re: fee petition;	0.40 ←
11/19/14	CCL	Hearing preparation - various issues/matters	0.30
11/21/14	BMO	Receipt and review of Susan Mast's Response and Objection to Petition to Compel Susan Mast to Re-Pay Funds and Return Property of the Ward, filed by Trinkler 11/21/14.	0.20
11/21/14	CCL	Prepare hearing file	0.20
11/24/14	BMO	Prepare for and attend Hearing on Petition to Compel Albert Vassallo, Jr. and Susan Mast to Repay Funds Belonging to the Ward.	2.40
11/24/14	CCL	Emails from guardian and from guardian's attorney; reply to each (.2); received Mast and Vassallo, Jr.'s answers to petitions (.2) additional hearing file preparation (.3)	0.70
11/24/14	CCL	Additional emails/correspondence from Guardian's attorney and replies; review and transmit Ward's EP docs to Ms. Hazeltine; memo to BMO	0.40
11/24/14	CCL	Call from BMO re: hearing results; instructions re: Mediation; calls, draft notice of mediation; finalize and efile, eserve Notice	0.80
11/24/14	CCL	Work on summary chart of transactions for use at mediation	0.50
11/25/14	BMO	Telephone call to Elizabeth Savitt.	0.20

10/27

10/27

11/25/14	CCL	Call from guardian; memo to BMO; prepare / efile Amended Notice of Mediation; E-serve Notice; email notice to guardian and ARC Mediation Services.	0.40
11/25/14	CCL	Correspond with ARC Mediation Services; consider disbursement chart summary per BMO instructions for use at mediation; consider information for delivery to mediator; additional instruction from BMO; call guardian re: existing summary.	0.80
11/25/14	JAF	Prep for mediation.	0.30
11/26/14	BMO	Receipt and review of 11/26/14 Settlement Breakdown.	0.20
11/26/14	BMO	Receipt and review of 11/25 and 11/26/14 email communications (4), Robert Trinkler, Bidy.	0.10
11/26/14	CCL	Correspondence with Mr. Trinkler re: mediation arrangements (.3); received/refview information from guardian for Mediation (.2); confer with BMO and email Judge Cook and ARC Mediation (.2)	0.70
11/26/14	CCL	Spam issues regarding Trinkler's emails; administrative support to attorneys NO CHARGE	0.40
12/01/14	BMO	Prepare for and attend mediation.	5.10
12/01/14	CCL	Communications and documents from guardian; prepare for mediation	1.50
12/01/14	CCL	Work with mediator, attorneys, RBC in creating amortization schedules on 3 loans; create/revise documents	3.00
12/01/14	CCL	Administrative Support during Mediation <u>NO CHARGE</u>	0.80
12/01/14	JAF	Instructions to BL re: prep for mediation.	0.40
12/02/14	BMO	Telephone conference with Rob Hauser re: postponement of summary judgment hearing.	0.20
12/02/14	CCL	Communications with guardian, BMO and staff re: <u>12/9/14 hearing on trustee removal and guardian testimony, mediation settlement approval, fee petitions, cancellation of 12/9 hearing and rescheduling, 12/4/14 exparte, misc.</u>	0.90

12/02/14	CCL	Communications with guardian re: fee order; finalize order with Letter to Court	0.50
12/03/14	BMO	Telephone call with Robert Hauser.	0.20
12/03/14	BMO	Conference with JAF re: Settlement Agreement terms.	0.20
12/03/14	BMO	Receipt and review of Hauser 12/3/14 Notice of Appearance and Request for Electronic Service.	0.10
12/03/14	BMO	Receipt and review of Hazeltine 12/3/14 Motion to Cancel and Reset Hearing and Notice of Hearing for 12/4/14 re: same.	0.10
12/03/14	CCL	Multiple emails and calls re: rescheduling 12-9-14 hearing (.2); received and categorized hearing notice and motion; memo to BMO (.3); calendaring (.1)	0.60
12/03/14	CCL	Received and categorized Notice of Appearance by Hauser; revise service lists, hearing calendar	0.30
12/03/14	CCL	Additional communications re: hearings on 12-4-14 and 12-9-14	0.20
12/03/14	JAF	Conference with BMO re: settlement agreement terms.	0.20
12/04/14	BMO	Receipt and review of 12/4/14 Order on Motion to Cancel and Reset Hearing on Petition for Removal of Co-Trustees Scheduled for 12/9/14.	0.10
12/04/14	BMO	Instructions to BCL.	0.10
12/04/14	CCL	Call from JF; call and email Hauser re: hearing attendance, new hearing dates; received Order cancelling hearing with <u>instructions to Mast and Jr.</u>	0.40
12/04/14	CCL	Instructions from BMO; work on formal settlement agreement and promissory notes; memo to RBC re: amortization	0.80
12/04/14	CCL	Work on settlement agreement and promissory notes; memo to RBC re: Amortization schedules	0.60
12/04/14	JAF	Prepared for and attended hearing on motion to cancel removal hearing (.5); Instructions to BL re: same (.1); Reviewed and instructions to BL re: revisions to SA (.8).	1.40

12/05/14	BMO	Receipt and review of Savitt itemized list that issues have been narrowed to and list of electronic withdrawals.	0.10
12/08/14	BMO	Receipt and review of Mediator's Report filed 12/8/14.	0.10
12/08/14	BMO	Receipt and review of 12/8/14 e-correspondence from Robert Hauser.	0.10
12/08/14	CCL	Memo re: Mediator Report	0.10
12/09/14	BMO	Receipt and review of BCL 12/9/14 memo.	0.10
12/09/14	CCL	Finalize Settlement, amortization and promissory notes for delivery to BMO for review	0.20
12/10/14	BMO	Receipt and review of 12/10/14 JAF memo.	0.10
12/10/14	BMO	Instructions to JAF.	0.10
12/10/14	CCL	Memos and attorney conferences, instructions from JF/BMO re: document revisions	0.60
12/10/14	CCL	Correspond with Hauser	0.10
12/11/14	BMO	Review and revise Mediated Settlement Agreement.	0.60
12/11/14	BMO	Review and approve Settlement draft; revise security agreement and mutual release.	0.40
12/11/14	CCL	Document revisions; draft release and settlement; agreement; instructions from BMO; assemble, finalize and transmit to other parties for review	1.90
12/11/14	JAF	Instructions to BL re: revisions to settlement agreement; correspondence with BMO re: same.	0.20
12/12/14	BMO	Receipt and review of 12/12/14 e-correspondence from Robert Hauser with comments on draft agreement.	0.10
12/12/14	CCL	Voice message from James Vassallo re: new hearing date rescheduled from 12/9; returned call and left message that hearing as not been rescheduled yet and to call his attorney for status	0.10
12/12/14	CCL	Emails from Rob Hauser; document revisions; administrative support to attorneys NO CHARGE	0.30

12/12/14	JAF	Consideration of issues re: suggested revisions to SA.	0.20
12/13/14	BMO	Instructions to BCL.	0.10
12/16/14	CCL	Prepare document revisions requested by Mr. Hauser; memo	0.30
12/22/14	CCL	Confer with JF; review release language from Mr. Hauser; compile documents for BMO review	0.60
12/23/14	BMO	Conference with JAF re: revisions to release in Settlement Agreement.	0.10
12/23/14	JAF	Conference with BMO re: revisions to release in SA.	0.10
12/29/14	CCL	Received signed fee order; memo to guardian/attorney	0.20
12/30/14	CCL	Review Order dated 12-23-14; memo to Savitt and Hazeltine	0.20
01/02/15	CCL	Review status of settlement agreement; prepare for upcoming hearings; memos to attorneys	0.60
01/05/15	CCL	Instructions from JF; prepare file for attorney review in connection with proposed document revisions	0.60
01/12/15	BMO	Receipt and review of Petition for Order Authorizing Payment of Attorney's Fees and Expenses, filed by Hazeltine 1/9/15.	0.20
01/12/15	CCL	Prepare notes regarding Hazeltine 2nd fee petition (.2); memo to attorneys re: settlement and release form (.s)	0.40
01/13/15	BMO	Receipt and review of JAF 1/13/15 memo.	0.10
01/15/15	BMO	Receipt and review of letter received 1/15/15 from James Vassalo to Judge French.	0.10
01/15/15	CCL	Call from Hauser; search files for original Mediated Term Sheet signed 12/1/14 (actual search time 1.00 hour); memo to Hauser; memo to BMO/JF/SRL	0.40
01/22/15	BMO	Receipt and review of Petition for Authorization to Sell Homestead Property of Ward, filed by Hazeltine 1/22/15.	0.10

01/22/15	CCL	Review real property value information; review court docket re: status of contested issues; memo re: fees	0.90
01/22/15	CCL	Work on fee petition and order, prepare exhibit; draft memo to attorneys	0.90
01/23/15	BMO	Receipt and review of Motion to Withdraw as Attorney of Record, filed by Trinkler 1/23/15.	0.10
01/27/15	BMO	Receipt and review of Guardian's Verified Petition for Directions to Act, filed by Hauser 1/27/15.	0.10
01/30/15	BMO	Receipt and review of Hauser 1/30/15 letter to Judge French with proposed Order Specially Setting Hearing for 2/13/15.	0.20
02/02/15	CCL	Review Correspondence from Hauser to Judge French; memo to BMO; hearing prep re: 2/13/15	0.20
02/04/15	BMO	Receipt and review of Notice of Hearing for 2/11/15 filed by Trinkler 2/4/15.	0.10
02/04/15	CCL	Communications with Trinkler's office; hearing preparation	0.30
02/06/15	BMO	Receipt and review of 2/3/15 Court Order Specially Setting Hearing for 2/13/15.	0.10
02/09/15	BMO	Conference with JAF re: Petition for Direction to Act.	0.20
02/09/15	JAF	Conference with BMO re: pet for direction to act.	0.20
02/12/15	BMO	Receipt and review of Notice of Hearing for 2/18/15 filed by Hazeltine 2/12/15.	0.10
02/12/15	BMO	Conference with JAF re: prep for Hearing on Petition for Direction, Settlement Agreement and Trustee.	0.10
02/12/15	CCL	Prepare hearing file for 2/13; memo to BMO; received research from JF; update/finalize hearing file	0.40
02/12/15	JAF	Instructions from BMO re: hearing on pet for direction (.2); Conference with Robert Hauser re: same and trustee appointment (.3); Instructions to BL re: prep for hearing (.2); Conference with BMO re: same (.2).	0.90
02/13/15	BMO	Prepare for and attend Special Set Hearing on Guardian's Petition, Direction to Act.	2.50

02/13/15	JAF	Memo to BMO re: prep for hearing on SA and trustee.	0.20
02/16/15	CCL	Prepare hearing file for 2/18/15 (.3); categorize pleadings, correspondence for attorney review and upcoming hearings	0.60
02/19/15	JAF	Memo to BMO re: draft orders on trustee appointment and approval of mediated term sheet.	0.10
02/20/15	JAF	Conference with Robert Hauser re: order on enforcement of settlement (.2); Reviewed proposed order on mediated settlement agreement (.1).	0.30

TOTAL LEGAL SERVICES: \$10,504.50

LEGAL SERVICES SUMMARY

BRIAN M O'CONNELL	17.10 Hrs	\$350/Hr	\$5,985.00
BIDDY C LABUTKA	1.50 Hrs	\$0/Hr	\$0.00
BIDDY C LABUTKA	29.70 Hrs	\$120/Hr	\$3,564.00
JOY A FOGLIETTA	4.90 Hrs	\$195/Hr	\$955.50
	<u>53.20 Hrs</u>		<u>\$10,504.50</u>

COSTS ADVANCED

Through February 23, 2015

Postage

02/23/15	Postage	13.61
	Total Postage	13.61

Copy/Printing Expense

02/23/15	Copy/Printing Expense	34.20
	Total Copy/Printing Expense	34.20

Long Distance Telephone

02/23/15	Long Distance Telephone	0.31
	Total Long Distance Telephone	0.31

Certified Copies

12/02/14	Collin C. Labutka; Certified Copies	3.00
	Total Certified Copies	3.00

Printing Costs

01/06/15	Collin C. Labutka - plain copy	1.00
	Total Printing Costs	1.00

TOTAL COSTS ADVANCED:

\$52.12

TOTAL THIS BILL

\$10,556.62

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2-25-14

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014GA000369XXXXSB
Division: IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO.

AMENDED PETITION FOR ORDER AUTHORIZING PAYMENT OF ATTORNEY'S
FEES AND EXPENSES

Petitioner, Sheri L. Hazeltine, Esq. alleges:

1. Petitioner is an attorney engaged in the practice of law in Palm Beach County and elsewhere in the State of Florida.

2. Petitioner is the attorney for ELIZABETH SAVITT, the limited guardian of ALBERT VASSALLO (the Ward).

3. Petitioner has rendered legal services for the benefit of the Ward, from November 12th, 2014 to February 24th, 2015, as more fully described and set forth in the itemized schedule of services and expenses attached hereto as Exhibit A, for which petitioner has not been paid.

4. Petitioner's records indicate that during the period of time above mentioned in excess of 12.4 attorney hours and 7.4 paralegal hours have been devoted to the representation of the co-guardians of the Ward.

5. Based upon the criteria established by Section 744.108(2) of the Florida Guardianship Law, petitioner believes that a reasonable fee for the services performed by the petitioner during that period of time is:

Hourly rate:	\$325.00 (\$350 as of 1/1/15)
Atty Hours worked:	12.4
Paralegal rate:	\$120.00 (\$125 as of 1/1/15)
Paralegal Hrs. worked:	7.4
Total fees:	\$4924.00
Total costs:	\$104.78

Total amount of Fees and Compensation: **\$5,028.78**

Total amount of Fees and Compensation: \$5,028.78.

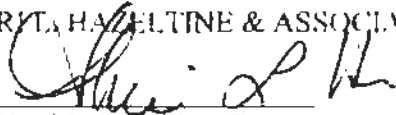
6. That this attorney's fees have a reasonable value of \$5,028.78.
7. That previous fees and costs have been billed in the amount of \$8,039.26.

WHEREFORE, Sheri L. Hazeltine, Esq. respectfully requests that this Court enter an Order awarding attorney fees and expenses provided on behalf of the Ward and made payable from the guardianship estate.

Under penalties of perjury I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

DATED this ^{25th} ~~24~~th day of February, 2014.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

By: 
Sheri L. Hazeltine, Esq.
Florida Bar No. 0674567
800 Palm Trail Plaza, Ste. 3
Delray Beach, Florida 33483
(561) 243-4655, Fax (561) 243-6933

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014GA000369XXXXSB
Division: IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO.

**PETITION FOR ORDER AUTHORIZING PAYMENT OF
COMPENSATION AND EXPENSES OF GUARDIAN**

1. Petitioner, ELIZABETH SAVITT, was appointed by the court as the limited guardian of the person and property of ALBERT VASSALLO (the Ward) on September 9, 2014.

2. The total amounts of all prior fees paid or costs awarded to petitioner in this proceeding are:

Fees: \$3,000.00
Costs: \$-0-

3. Petitioner has rendered services as guardian of the Ward and incurred expenses from September 9, 2014 through March 9, 2015 as more fully described and set forth in the itemized schedule of services and expenses attached hereto as Exhibit A, for which petitioner has not been paid.

4. Based upon the criteria established by Section 744.108(2), Florida Guardianship Law, petitioner is of the opinion that reasonable compensation for the

services performed by petitioner during that time period is:

Fees: \$7,288.50

Costs: \$ 15.80

Total: \$7,304.30

Petitioner requests that an order be entered awarding petitioner reasonable compensation for the services rendered and expenses incurred by the petitioner for the benefit of the Ward and the Ward's estate, and authorizing and directing that such compensation and expenses be paid from the assets of the Ward's estate.

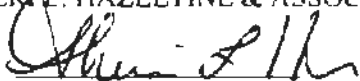
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 17th day of March, 2015.

By: 
Elizabeth Savitt, Petitioner and Guardian

DATED this 17th day of March, 2015 at Delray Beach, Florida.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

By: 
Sheri L. Hazeltine, Esq.
sheri@hazeltinelaw.com
Attorney for Elizabeth Savitt
Florida Bar No. 0674567
800 Palm Trail, Suite 3
Delray Beach, Florida 33483
(561) 243-4655 (office)
(561) 243-6933 (fax)

Savitt Guardians

Elizabeth "Betsy" Savitt

501 N Country Club Dr.

Atlantis, FL 33462

Phone: 561-573-1292 | Fax: 561-439-6765

Account Statement

Prepared for Albert Vassallo

Re: Limited Guardianship

Previous Invoice Amount	\$0.00
Last Payment Received	\$0.00
Previous Balance	\$(3,000.00)
Current Charges	\$10,304.30
Total Due	\$7,304.30

Matter: Limited Guardianship

Albert Vassallo

Savitt Guardians

Albert Vassallo

Invoice Date: March 09, 2015

Invoice Number: 10071

Invoice Amount: \$10,304.30

Guardian's Fees

9/9/2014	Attend court hearing, meeting with family after hearing, retrieve original file and signatures, obtain stamped documents.	E.S.	2.30	\$218.50
9/9/2014	T.C. S. Hazeltine re: new case, brief review of history and background.	E.S.	.50	\$47.50
9/9/2014	T.C. Albert Jr. re: payment of bills ongoing. Options for placement of Albert senior.	E.S.	.40	\$38.00
9/11/2014	Set up file, billing, send signatures and letters to S. Hazeltine office. E-mail to Cliff Hark for information.	E.S.	.70	\$66.50
9/12/2014	T.C. Cliff Hark for the file. T.C. James Vassallo, re: bank information. Safe Deposit Box.	E.S.	.50	\$47.50
9/12/2014	E-mail to Sheri re: petition to get access to S.D.B.	E.S.	.20	\$19.00
9/12/2014	T.C. James re: confirm meeting at banks on Thursday, more family history and assets that sister has taken from the ward.	E.S.	.40	\$38.00
9/15/2014	Set up portable file for visit to banks. Review and print documents from C. Hark.	E.S.	1.30	\$123.50
9/16/2014	T.C. S. Hazeltine re: petition for SDB. Review and add on to petition to open SDB. T.C. To Susan, e-mail plan for review.	E.S.	.60	\$57.00
9/17/2014	T.C. to Susan re: scheduling meeting to complete the plan. Questions about care of Albert.	E.S.	.30	\$28.50
9/17/2014	Review of petition for SDB, e-mails to S. Hazeltine, Cliff Hark.	E.S.	.50	\$47.50
9/18/2014 ←	T.C. James for meeting at banks. Met James at condo, went to real estate office with trust and guardianship paperwork, Wells Fargo for back statements, Bank of America, Chase, Bank United.	E.S.	4.00	\$380.00

	Consulted with James and reviewed account statements. Collected information for initial inventory.			
9/19/2014	T.C. Chase bank, James, Albert, Susan re: trust accounts frozen at banks. Suggested moving to one brokerage account that could handle the 3 trust signatures. Travel to Chase for documents.	E.S.	1.50	\$142.50
9/21/2014	Review and sign yearly plan.	E.S.	.20	\$19.00
9/22/2014	Meeting with Susan Mast, guardianship plan, memorandum to file.	E.S.	2.50	\$237.50
9/22/2014	T.C. James re: account statements from Chase, Wells Fargo, Bank of America. Gave me the timeline of bank united SDB closing and tracing the 50,000 removed to Chase then to Albert and Susan.	E.S.	.30	\$28.50
9/25/2014	Pick up documents from home of Susan Mast. Review and file.	E.S.	1.40	\$133.00
9/25/2014	Travel to Wells Fargo Deerfield Beach, Bank of America, Chase. Chase provided all documentation.	E.S.	3.20	\$304.00
9/25/2014	T.C. Wells Fargo, can not open unrestricted account without more court orders. T.C. S. Hazeltine re: case overview and discussion of 2 motions, amending orders and adding access to all accounts titled in all names, transfer of trust account held at Chase and frozen with the addition 3rd trustee.	E.S.	.70	\$66.50
9/25/2014	Review motions, additional e-mails for information from S. Hazeltine.	E.S.	.70	\$66.50
9/25/2014	Travel to Bank of America Lake Worth requesting documentation. Sent orders to legal department.	E.S.	.50	\$47.50
9/26/2014	Review revised motions and approve.	E.S.	.20	\$19.00
9/26/2014	T.C. James for update and set up meeting at banks.	E.S.	.10	\$9.50
9/27/2014	Send additional information to S. Hazeltine. Review of new documents from banks.	E.S.	.30	\$28.50
9/30/2014	Travel to Chase Bank Greenacres to give them new court orders and open guardianship account. Did not get approved by legal until late afternoon.	E.S.	.50	\$47.50
10/6/2014	Travel to Bank of America, Optima, Wells Fargo, Am Trust, Bank of America with SDB, returned to all banks to get paperwork. Review and file.	E.S.	4.50	\$427.50
10/6/2014	T.C. Albert and Susan re: payment of his bills.	E.S.	.20	\$19.00
10/6/2014	T.C. (S) Chase bank re: hold on account. T.C. S. Hazeltine, bank manager and obtained numbers for legal department. Hold will take an additional 2-3 days.	E.S.	.50	\$47.50
10/6/2014	Travel to Chase bank to set up guardianship account. Holds are placed on all accounts.	E.S.	.50	\$47.50
10/9/2014	Obtained statements of credit card from Chase. Account is frozen and bill is now 3,000. Closed account as they can not take Susan off account and she is not accounting for expenditures. Gave Motion for contempt to officer and they sent documents to legal. Gave us additional background	E.S.	4.00	\$380.00

	documentation. Obtained all the check numbers and duplicates of fraudulent withdraws from accounts.			
10/9/2014	T.C. S. Hazeltine with update on bank efforts and information for pleadings.	E.S.	.40	\$38.00
10/9/2014	Billing and filling records from banks.	E.S.	.40	\$38.00
10/9/2014	Continued to trace money exchanging from bank to bank.	E.S.	.20	\$19.00
10/10/2014	Put investigation file together for attorney. Typed documents outlining expenditures in accounts for inclusion in demand letter. Created new spread sheet of accounts, balances and dates closed.	E.S.	3.00	\$285.00
10/10/2014	Contacted VA, stock accounts for transfer to guardianship. Scan, fax, mail guardianship documentation, letters of instruction, identification.	E.S.	1.40	\$133.00
10/10/2014	Meeting with S. Hazeltine to go over case, deliver documentation, copy file.	E.S.	1.20	\$114.00
10/11/2014	T.C. James, money is in account, he will set up auto pays. E-mail S. Hazeltine with totals owed by Susan and Albert Jr.	E.S.	.20	\$19.00
10/14/2014	Conference call with C. Hark and S. Hazeltine re: petitions to remove and demand letters. T.C. James re: review of money transferred.	E.S.	.80	\$76.00
10/15/2014	Review petition to remove and demand for Susan Mast. T.C. James re: same. Forward petitions.	E.S.	.30	\$28.50
10/16/2014	T.C. S. Hazeltine re: final review petitions, discuss strategy.	E.S.	.50	\$47.50
10/16/2014	T.C. Day scape, re: billing. Calculated costs for the month and send check for \$1,020.00. Any unused days will be credited to next month.	E.S.	.20	\$19.00
10/16/2014	Proof final drafts and e-mail to James.	E.S.	.20	\$19.00
10/21/2014	Work on verified inventory. T.C. Peoples Bank, sent documents for guardianship.	E.S.	1.50	\$142.50
10/21/2014	Travel to Chase Bank for more documents needed for verified inventory.	E.S.	.50	\$47.50
10/21/2014	Contacted Sun America for annuity distribution change.	E.S.	.10	\$9.50
10/21/2014	T.C. Susan Mast for bills to be paid and notify her of payment to Day Scape. Said she would forward to me by fax and mail.	E.S.	.20	\$19.00
10/21/2014	T.C. S. Hazeltine re: letter to new attorney for continued communication with Susan about home health care.	E.S.	1.00	\$9.50
10/22/2014	T.C. Susan with bills. Faxed FPL and Chase, paid FPL.	E.S.	.30	\$28.50
10/23/2014	T.C. Peoples United, they need us to send all guardianship documents and notarized copy of license.	E.S.	.40	\$38.00
10/23/2014	T.C. S. Hazeltine re: next step on demands, payment of care taking bills, new attorney on case.	E.S.	.30	\$28.50
10/23/2014	T.C. James, billing for condo and budget amounts for Albert. Setting up meeting for next week.	E.S.	.20	\$19.00

10/24/2014	Sent notarized copy of license and all paperwork. T.C. Peoples Bank, T.C. First Sun America, faxed more documentation. Complete verified inventory. Scan and e-mail all documents to S. Hazeltine.	E.S.	3.50	\$332.50
10/24/2014	Review, sign and scan petitions to collect to Albert and Susan.	E.S.	.20	\$19.00
10/29/2014	T.C. James re: attorney billing, petition. E-mail S. Hazeltine re: supplementing petition.	E.S.	.50	\$47.50
10/29/2014	Meeting at Social Security to apply for Rep Payee, filing all documents.	E.S.	1.20	\$114.00
10/30/2014	T.C. S. Hazeltine re: hearing dates and amending the petition. E-mail to Cliff re: billing.	E.S.	.40	\$38.00
10/30/2014	Meeting with Susan Mast to go over bills, obtain a budget, discuss finances.	E.S.	1.20	\$114.00
10/30/2014	T.C. Sheri Hazeltine re: hearing dates and strategy.	E.S.	.20	\$19.00
10/30/2014	Meeting with James to go over additional items for hearing. Review the statements and go over testimony.	E.S.	2.00	\$190.00
11/1/2014	Made additions to the demand letter, added all checks from 3 accounts, Chase charges, withdrawals. Scanned and sent to S. Hazeltine. Paid bills, deposit retirement distribution from Peoples Bank. T.C. James re: petitions.	E.S.	2.00	\$190.00
11/2/2014	Set up online account at Computerserve and printed statement of account for inventory of Prudential stock.	E.S.	.40	\$38.00
11/5/2014	T.C. US LIFE, re: check returned. They have guardianship papers, want another form with notarized signature and another guardianship order stamped. Print, fill out, get signed.	E.S.	.70	\$66.50
11/5/2014	Took claim form for Celotex settlement to Wells Fargo for medallion stamp.	E.S.	.40	\$38.00
11/7/2014	T.C. Chase bank, wants me to come in to sign for closing account. T.C. Chase Hillsboro re: CD maturing 11/9. Travel to bank for signing.	E.S.	.60	\$57.00
11/16/2014	T.C. James re: getting CD money from Chase and Am Trust and putting it into money market at Bank United making 1%. until trust hearing is over then where to place it to make 4%, secured.	E.S.	.10	\$9.50
11/17/2014	T.C. Am Trust re: moving CD's. Fax all documents. T.C. James. T.C. Am Trust, Call back to confirm appointment on Wed.	E.S.	.50	\$47.50
11/17/2014	T.C. S. Hazeltine to go over request sent for additional demand.	E.S.	.40	\$38.00
11/18/2014	T.C. S. Hazeltine re: preparation for meeting and hearing. T.C. James re: same. Meeting manager at Chase to get funds from CD's	E.S.	1.00	\$95.00
11/19/2014	Meeting at S. Hazeltine office for document exchange and review of case for meeting and hearings. Meet with James to pick up documents, go to Bank United to set up new guardianship account	E.S.	4.20	\$399.00

	with trust assets there. Set up appointment with Private banking.			
11/19/2014	Travel to Chase to sign for CD money to be transferred into guardianship account.	E.S.	.40	\$38.00
11/20/2014	T.C. S. Hazeltine re: results of meeting with Susan, Albert and Attorney. Stipulation agreement.	E.S.	.50	\$47.50
11/20/2014	Preparation for and meeting with S. Hazeltine, Susan, Albert and attorney.	E.S.	2.00	\$190.00
11/21/2014	T.C. Bank United re: Cd's and changing to guardianship. They are sending me to private banking for guardianship account, Sean Benneau. Also, James and Susan and Albert have all come into the bank separately. States they do not understand guardianship.	E.S.	.25	\$23.75
11/21/2014	T.C. S. Hazeltine re: Monday hearing	E.S.	.50	\$47.50
11/21/2014	Pay bills, deposit annuity check, send in hard copy of documentation for annuity direct deposit.	E.S.	.50	\$47.50
11/21/2014	Review Cliff Hark fees, E-mail reduction amounts to S Hazeltine. T.C. to discuss with James. Sign consent.	E.S.	.50	\$47.50
11/21/2014	T.C. Susan re: Humana expiration due to address change. 6 month's temp has expired. They are sending new cards. She may want to go to new day care for Albert 2-3 days a week.	E.S.	.20	No Charge
11/22/2014	Review of petition from Robert Trinkler, attorney for Susan and Albert Mast.	E.S.	.30	\$28.50
11/22/2014	Tele conference with S. Hazeltine re: hearing on motion to compel.	E.S.	.50	\$47.50
11/23/2014	T.C. James Vassallo re: hearing on Monday. T.C. Sheri Hazeltine	E.S.	1.20	\$114.00
11/24/2014	Meeting with S. Hazeltine re: hearing.	E.S.	.80	\$76.00
11/24/2014	Attend hearing and meet after with all parties to discuss mediation.	E.S.	1.30	\$123.50
11/24/2014	T.C.'s James Vassallo, S. Hazeltine re: results of hearing.	E.S.	.80	\$76.00
11/25/2014	Return to S. Hazeltine office to review Disk from VA with medical records. Pick up files for mediation.	E.S.	1.00	\$95.00
11/26/2014	E-mail to Rob Hauser, Brian O'Connell for mediation. Include drafted proposal and copies of demands.	E.S.	.40	\$38.00
11/26/2014	Draft mediation letter.	E.S.	.90	\$85.50
11/26/2014	T.C. Bidy @ Brian O'Connell office, T.C. Rob Hauser @ Pankauski Law Firm re; mediation.	E.S.	.40	\$38.00
11/26/2014	Review and organize file and prepare for mediation Monday.	E.S.	.50	\$47.50
11/29/2014	Draft additional letter for mediation.	E.S.	.25	\$23.75
12/1/2014	Attend mediation.	E.S.	7.00	\$665.00
12/1/2014	Prepare for mediation.	E.S.	1.00	No Charge
12/2/2014	T.C. Brian O'Connell office and Rob Hauser re: re-schedule of hearing on petition to remove trustees.	E.S.	.40	\$38.00

	Draft of settlement agreement.			
12/3/2014	T.C. Bank United re: special 18 month cd rates for account	E.S.	.25	\$23.75
12/3/2014	T.C. VA: does not recognize State of Fl. guardianship papers. They assign a fiduciary to come and interview both Mr. Vassallo and myself. District is Columbia, paperwork started.	E.S.	.40	\$38.00
12/3/2014	E-mail Hauser re; hearing. Filing documents from mediation.	E.S.	.40	\$38.00
12/3/2014	Pay Dayscape and T.C. Dr. Blume for payment of Exam Committee.	E.S.	.50	\$47.50
12/4/2014	T.C. R. Hauser re: scheduling. T.C. James re: forwarding documents.	E.S.	.10	\$9.50
12/5/2014	T.C. James Vassallo re: disagreement with mediation and trusts.	E.S.	.70	No Charge
12/9/2014	Mail CD to James with medical records. Download records.	E.S.	.20	\$19.00
12/16/2014	E-mail to James, Detective and attorney's re; Settlement	E.S.	.30	\$28.50
12/17/2014	Paid bills.	E.S.	.20	\$19.00
12/18/2014	T.C. James re: yearly physical and questions about mediation agreement.	E.S.	.30	\$28.50
12/19/2014	Receive settlement from R. Hauser. Forward to detective.	E.S.	.20	\$19.00
12/29/2014	E-mails to R. Hauser re: petition settlement.	E.S.	.20	\$19.00
1/2/2015	Review of Hazeltine fee petition for hearing on 1/6/15. Print Cliff Hark agreement for fees.	E.S.	.40	\$38.00
1/5/2015	T.C. S. Hazeltine re: Hark fees at hearing tomorrow. She is only one on docket.	E.S.	.10	\$9.50
1/6/2015	Meet with Cliff Hark and James Vassallo re: mediation agreement. Received check from Asbestos settlement. Meet with S. Hazeltine re: fees paid to her, Hark, O'Connell.	E.S.	1.10	\$104.50
1/6/2015	T.C. R. Hauser re; settlement, refusal of accounting on withdrawals. Demand letter for asbestos checks missing to Susan Mast.	E.S.	.30	\$28.50
1/6/2015	Print and fill out forms for lost/stolen treasury bonds. Went through the VA file, T.C. VA for update on status of checks. Billing and filling. Prepare for meeting at Chase.	E.S.	1.20	\$114.00
1/6/2015	T.C. James re: Treasury Bonds, Chase withdrawals, Chase accounts, checks from Asbestos settlement.	E.S.	.30	\$28.50
1/7/2015	Print materials for demand letter to Jacqueline Cantela, respond to e-mail from R. Hauser re; demand for checks, Travel to Chase bank for medallion stamp for treasury bond replacement and clarification of auto withdraws on Albert's accounts.	E.S.	1.20	\$114.00
1/14/2015	T.C. Century Village relator re: contract for sale of condo.	E.S.	.20	\$19.00
1/15/2015	T.C. Cliff Hark, T.C. James Vassallo re: settlement agreement. E-mail R. Hauser re: answer to request	E.S.	.60	\$57.00

	for telephone conference.			
1/16/2015	Letter to R. Hauser re: demand to Susan and Albert for signatures on document.	E.S.	.15	\$14.25
1/19/2015	T.C. Weitz Luxemborg re: claim and payments made. Claim payments ongoing since 2001. Request total and payment since 2013. coming from non bankruptcy and bankrupt court.	E.S.	.30	\$28.50
1/20/2015	Forward completed contract from relator and further E-mails to S. Hazeltine re; petition to sell condo, review, make additions. Filing.	E.S.	.40	\$38.00
1/20/2015	Review documents from Weitz-Luzemborg, payments made since 2001 and checks cashed in 2013-2014.	E.S.	.30	\$28.50
1/21/2015	Read full contract, print, sign, scan to relator.	E.S.	.40	\$38.00
1/21/2015	E-mail to Mr. Trinkler denying accounting of expenditures.	E.S.	.10	\$9.50
1/21/2015	Receive letter from Dep of Vet Affairs stating they are deciding after review of file and will contact us.	E.S.	.15	\$14.25
1/26/2015	Review of petitions from R. Hauser. Review of documents from Relator re: sale of condo. Sign and return.	E.S.	.50	\$47.50
1/27/2015	E-mail to R. Hauser with additions to petition, sign and scan.	E.S.	.30	\$28.50
1/27/2015	Multiple calls to contact Susan Vassallo, unable to contact.	E.S.	.30	No Charge
2/3/2015	Scan request to Optima for 1099. T.C. Optima bank re: same.	E.S.	.20	\$19.00
2/6/2015	Demand to Jacqueline for insurance and car payment. Sent certified mail.	E.S.	.30	\$28.50
2/6/2015	Billing to Dayscape, filing tax documents.	E.S.	.30	\$28.50
2/8/2015	Meeting with Albert in home. Looked great, was going to a movie. Susan states her son and daughter will be moving out. Pay bills, file mail.	E.S.	1.00	\$95.00
2/10/2015	T.C. James re: telephones, condo sale, trust. T.C. Susan re: same plus explanation of electronic withdrawals.	E.S.	.40	\$38.00
2/11/2015	T.C. R. Hauser re: hearing on Friday. E-mail to family members.	E.S.	.40	\$38.00
2/11/2015	E-mail S. Hazeltine re: sale of condo, T.C. family members.	E.S.	.50	\$47.50
2/11/2015	Receive and review chase documents from Susan Mast. T.C. Susan Mast re: 8,000 in withdrawal. E-mail to R. Hauser.	E.S.	.50	\$47.50
2/13/2015	Attend hearing for petitions on mediation and trustee. Meeting with Cliff Hark, James Vassallo, R. Hauser after hearing to discuss finances and related issues.	E.S.	1.30	\$123.50
2/13/2015	E-Mail R. Hauser re; issues regarding hearing.	E.S.	.15	\$14.25
2/19/2015	T.C. Ralph Vassallo re; visitation, hostility with Susan, trust questions. T.C. Susan re: medications, change of address, funds from VA.	E.S.	.40	\$38.00

2/19/2015	Coordinate closing of condo and documents needed for tomorrow.	E.S.	.20	\$19.00
2/20/2015	T.C. Cliff Hark re: visitation, T.C. Ralf, T.C. Susan. Picking up certified copies of documents for closing.	E.S.	.40	\$38.00
2/20/2015	E-mails from Robert Hauser concerning the hearing and orders drafted.	E.S.	.30	\$28.50
2/20/2015	Attend closing on condo at title company on Hillsboro. Pick up refreshed court orders for closing from court house. Attempt to deposit check at Chase. Problem with account title.	E.S.	1.20	\$114.00
2/24/2015	T.C. Marie Castagnetta, daughter. Update on Albert and trust funds. Got new contact information and sent her the verified inventory.	E.S.	.40	\$38.00
2/24/2015	Review petition from James Vassallo. T.C. S. Hazeltine re: the e-filed inventory.	E.S.	.40	\$38.00
2/25/2015	T.C. R. Hauser re: status of petitions from hearing last Friday.	E.S.	.20	\$19.00
2/25/2015	Letter to Detective White with update on case and answer to her E-mail requesting information on accounts.	E.S.	.30	\$28.50
2/25/2015	E-mail and telephone call to James/Cliff Hark re: visitation with Albert.	E.S.	.20	\$19.00
2/25/2015	T.C. VA. They sent e-mail with an authorization to disclose that we already sent in. It states may not be used by beneficiary recognized as incompetent. Online account already established so not accessible. Download additional form for Albert to sign. Fill out information.	E.S.	.50	\$47.50
2/25/2015	T.C. Susan and James for online VA information. Susan wants confirmation that James is coming for visitation. T.C. Day center.	E.S.	.30	\$28.50
3/2/2015	T.C. Susan to give mailing address for sending in signed agreement.	E.S.	.10	No Charge
3/2/2015	Meet bank officer at Chase to deposit check for condo. T.C. Chase in Deerfield to verify.	E.S.	.10	\$9.50
3/3/2015	Review of petitions re; trustee hearing from Robert Hauser.	E.S.	.20	\$19.00
3/4/2015	E-mail, Heather @ Pankauski Law Firm re: orders, hearing, payment schedule.	E.S.	.20	\$19.00
3/6/2015	Billing and filling	E.S.	.30	\$28.50
3/9/2015	Received response from VA. Albert is declared incompetent. T.C. To VA re: benefits.	E.S.	.40	\$38.00
3/9/2015	Receive additional fiduciary documents from VA. Fax form and correct telephone for interview. Requesting all financial information.	E.S.	.30	\$28.50
3/9/2015	Received signed orders from Pankauski Law Firm.	E.S.	.10	No Charge
3/9/2015	E-mail from Heather at Pankauski Law Firm with payment schedules.	E.S.	.10	\$9.50
SUBTOTAL:			110.70	\$10,288.50

Costs

10/24/2014	postage	\$4.60
10/29/2014	copies 42 @ .15, 6.30	\$6.30
2/6/2015	Postage	\$4.90
SUBTOTAL:		\$15.80

TOTAL: \$10,304.30
PREVIOUS BALANCE (CREDIT): \$3,000.00
CURRENT BALANCE DUE AND OWING: \$7,304.30



April 16, 2018 through May 15, 2018
 Account Number: 000000438801234

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
04/23	Service Fee Reversal	6.00	577,634.20
04/23	Deposit 706103909	26,837.42	603,471.62
04/23	Deposit	80.84	603,562.16
04/27	Deposit	7,304.30	610,866.46
04/28	Check # 140 Daycare	-1,095.00	609,771.46
04/30	Fsa Alga PPD ID: 5000855077	290.00	610,021.46
05/01	Vacp Treas 310 Xcrva Benef PPD ID: 9111038002	1,567.00	611,588.46
05/01	SSA Treas 310 Xcrac Sec PPD ID: 9031738042	1,080.00	612,648.46
05/08	Deposit 723884727	41.34	612,689.80
05/12	Check # 143 Do not know	-878.00	611,813.80
05/14	Check # 142 Susan	-2,483.57	609,350.23
05/14	Check # 141 Susan	-2,483.57	606,866.66
05/15	Interest Payment	4.87	606,891.53
Ending Balance			606,891.53

A monthly Service Fee was not charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

- Have an average qualifying deposit and investment balance of \$15,000.00 or more (Your average qualifying deposit and investment balance was \$612,753.00)
- **OR**, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account. (You do not have a qualifying Chase mortgage)

3. The limited guardian is authorized and directed to pay that fee and these expenses from the assets of the Ward for a total of \$7,304.30 within five (5) days from the date of this Order.

DONE and ORDERED on this 31 day of March, 2015 in Delray Beach, Florida.


CIRCUIT JUDGE DAVID E. FRENCH

Copies provided to:

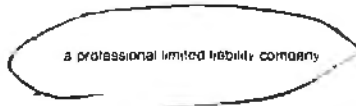
Sheri L. Hazeltine, Esq.
800 Palm Trail, Suite 3
Delray Beach, Florida 33483

Frank Hollander, Esq.
One Biscayne Tower, Suite 1650
2 South Biscayne Boulevard
Miami, Florida 33131-1806

Brian M. O'Connell, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, Florida 33401



120 South Olive Avenue
Guaranty 701
West Palm Beach, FL 33401



(561) 514-0906

April 27, 2015

VIA PRIORITY MAIL

The Honorable David E. French
South County Courthouse
200 West Atlantic Avenue
Delray Beach, FL 33444

Re: *Guardianship of Albert Vassallo, Sr.*
Case No. 502014GA000369XXXXSB

Dear Judge French:

Our firm represents the Guardian, Elizabeth Savitt, in connection with the above-captioned matter.

On April 2, 2015 Your Honor entered an Order granting James Vassallo's Motion for Rehearing. For your ease of reference, a copy of same has been enclosed herewith. The Order directed the moving party to contact your Judicial Assistant for hearing times. As of the date of this letter, we have not received any proposed dates from the Court's Judicial Assistant or Mr. Vassallo, for this matter to be heard.

On April 22, 2015, we filed the enclosed Response of Guardian to James Vassallo's Motion for Rehearing. A courtesy copy of the Response is enclosed.

We kindly request that the Court set a date and time to have Mr. Vassallo's Motion for Re-Hearing heard. As a courtesy and for the Court's use, please find a blank order specially setting hearing and self-addressed stamped envelopes for its circulation, if the Court is inclined to do so.

If the Court requires additional information or materials, please do not hesitate to contact our office. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Robert J. Hauser".

PANKAUSKI LAW FIRM, P.L.L.C.

By: Robert J. Hauser

RJH/hg

Enclosure

cc: Elizabeth Savitt (via email, with enclosures)
Sheri L. Hazeltine, Esquire (via email, with enclosures)
Brian M. O'Connell, Esquire (via email, with enclosures)
James Vassallo (via email, with enclosures)
Albert Vassallo, Jr. (via U.S. Mail, with enclosures)
Susan Mast (via U.S. Mail, with enclosures)

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014GA000369 IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO, SR.,
The ward.

ORDER GRANTING JAMES VASSALLO'S MOTION FOR REHEARING

THIS CAUSE submitted to the Court the James Vassallo's Motion for Rehearing, and the Court having fully reviewed said Motion, and the Court file, it is hereby,

ORDERED AND ADJUDGED that said Motion is GRANTED for Rehearing. The moving party is directed to contact the Judges Assistant for hearing times.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, this 2nd day of April, 2015.

DAVID E. FRENCH, Circuit Judge

SIGNED & DATED
APR 2 2015
JUDGE
FRENCH

Copies furnished:

James Vassallo
107 Westbury Building E
Deerfield Beach, FL 33442

Robert J. Hauser, Pankauski Law Firm
120 South Olive Avenue Suite 701
West Palm Beach, 33401

Sheri L. Hazeltine
800 Palm Trail, Suite 3
Delray Beach FL 33483

Brian M. O'Connell
515 N. Flagler Dr. 20th floor
West Palm Beach, FL 33401

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

IN RE:

PROBATE DIVISION IX

CASE NO. 502014GA000369XXXXSB

GUARDIANSHIP OF
ALBERT VASSALLO, SR.

Incapacitated Person.

**RESPONSE OF GUARDIAN
TO JAMES VASSALLO'S MOTION FOR REHEARING**

Elizabeth Savitt (the "Guardian") respectfully responds in opposition to James Vassallo's motion to rehear this Court's orders replacing James Vassallo, Albert Vassallo, Jr., and Susan Mast as successor co-trustees and appointing Ms. Savitt as the lone successor trustee of the Ward's revocable trust, and state:

1. James Vassallo's argument that the Ward's revocable trust does not allow him to be replaced is circular. Under guardianship law, it would not matter even if the Ward's trust contained language expressly forbidding replacement of James as a co-trustee. That is because the whole point of 744.441(19) is to allow a trust to be *amended* by a guardian with court approval. It states:

744.441 Powers of guardian upon court approval.—After obtaining approval of the court pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited guardian of the property within the powers granted by the order appointing the guardian or an approved annual or amended guardianship report, may:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this 22nd day of April, 2015 to the individuals on the service list below in the manner indicated.

PANKAUSKI LAW FIRM, P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0900
courtfilings@pankauskilawfirm.com

By: /s/ John J. Pankauski
John J. Pankauski
Florida Bar No. 0982032

SERVICE LIST

Servied via e-mail/e-service:

Sheri L. Hazeltine, Esquire, 800 Palm Trail, Suite 3, Delray Beach, FL 33483
(sheri@hazeltinelaw.com)

Brian M. O'Connell, Esquire, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 (service@ciklinlubitz.com, probateservice@ciklinlubitz.com),

Servied via e-mail and U.S. Mail:

James Vassallo, 107 Westbury Building E, Deerfield Beach, Florida, 33442
(james.vassallo@yahoo.com)

Served via regular U.S. Mail only:

Susan Mast, 9324 Ketay Circle, Boca Raton, Florida 33428

Albert Vassallo, Jr., 666 Rosevale Avenue, Lake Ronkonkoma, NY 11779

Ralph Vassallo, 303 Lake Avenue South, Nesconset, NY 11767

Jacqueline S. Cantela, 26 Parkside Ave., Miller Place, NY 11764

Marie Vassallo-Castagnette, 433 Mills Rd., Unit #26, Calverton NY 11933

5-19-15

SHERI L. HAZELTINE & ASSOCIATES, P.A.

Attorney at Law

800 Palm Trail Plaza, Suite 3
Delray Beach, Florida 33483

Phone: 561-243-4655; Fax: 561-243-6933
shl@shl-hazeltine.com

Member, National Academy of Elder Law Attorneys; Academy of Florida Elder Law Attorneys; Florida Guardianship Association;
Palm Beach Guardianship Association; Florida Bar Association, Elder Law Section,
Palm Beach County Bar Association; South Palm Beach County Bar Association;
Florida's Voice on Developmental Disabilities;
Admitted in Alaska and Florida.

Elizabeth Savitt, Guardian.
501 N. Country Club Dr.
Atlantis, FL 33462

Invoice Date: May 19, 2015
Invoice Number: 12121
Invoice Amount: \$474.63

Case: *In re Guardianship of Albert Vassallo*
Case No.: 502014GA000369XXXXSB

Attorney Fees 1.1 Hours (@) \$350/hr.; Paralegal Fees 0.7 Hours (@) \$125/hr.

2/24/2015	Further revise attorney fee petition, per attorney direction.	R.B.	.60	No Charge
2/24/2015	Review of copy of signed stipulation for substitution of counsel, substituting in Mr. Frank Hollander, Esq. for Mr. Hark, Esq. on behalf of James Vassallo.	S.L.H.	.10	\$35.00
2/24/2015	Telephone call from Client regarding inquiry into the e-filing of the inventory. Review of file and research online. The inventory was e-filed on November 10, 2014, #20411091. However, it does not show up as e-filed on the clerk of court docket. Prep of email to Client regarding call to clerk's office.	S.L.H.	.10	No Charge
2/25/2015	E-File Amended Attorney Fee Petition; Reference # for this filing is 24204494.	R.B.	.20	No Charge
2/25/2015	Review of amended atty. fee petition. Gave to RB for further changes.	S.L.H.	.10	No Charge
3/2/2015	Review of email from Mr. Hollander, Esq. stating he was in agreement with our law firm's attys. fee petition.	S.L.H.	.10	No Charge
3/2/2015	Prepare e-mail to Mr. Frank Hollander, Esq. and Brian O'Connell, Esq. asking if they were in agreement with Ms. Hazeltine's attorney fee petition.	R.P.	.10	No Charge
3/2/2015	Left voicemail with Judge French's JA to schedule attorney fee hearing.	R.P.	.10	No Charge
3/3/2015	Prepare letter to Judge French enclosing petition for	R.P.	.50	No Charge

	attorney's fees; agreed order; and self-addressed, stamped envelopes.			
3/3/2015	Review of rec'd Order authorizing appointment of sole successor trustee of the Albert Vassallo revocable trust and authorization to transfer Ward's assets to Trust, signed by the Honorable David French on Feb. 25, 2015.	S.L.H.	.10	No Charge
3/5/2015	Receipt and review of notice of hearing and motion for status conference.	R.P.	.10	No Charge
3/6/2015	Receipt and review of notice of cancellation of status hearing.	R.P.	.10	No Charge
3/10/2015	Prepare petition for guardian fees. E-mailed it to Ms. Savitt for signature.	R.P.	.20	\$25.00
3/10/2015	Receipt and review of guardianship invoice from Ms. Savitt.	R.P.	.10	No Charge
3/12/2015	Receipt and review of James Vassallo's petition for rehearing and to amend final judgment.	R.P.	.10	No Charge
3/16/2015	Sent reminder email to Client asking her to review & sign the petition for guardian fees.	S.L.H.	.10	No Charge
3/16/2015	Telephone call with Client regarding Susan's (the caregiver's) assertion that if her brother James gets to visit with her father she wants him moved to an assisted living facility. She said she does not want her father picked up by James at the home, etc. Advised Client that this issue may need to be set before the court if there is no resolution between the parties.	S.L.H.	.10	\$35.00
3/17/2015	Receipt and review of signed agreed order authorizing payment of attorney's fees. E-mailed to Ms. Savitt for payment.	R.P.	.10	No Charge
3/17/2015	Review of signed guardian fee petition; signed and finalized for e-filing.	S.L.H.	.10	\$35.00
3/17/2015	E-filed guardian fee petition with Court, ref. #24971818. E-mailed copy to Ms. Savitt.	R.P.	.20	No Charge
3/17/2015	Emailed copy of the fee petition and signed fee order (SLH attys fees) to Mr. Hollander and James Vassallo, so they have a copy.	R.P.	.10	No Charge
3/17/2015	Preparation of emailed letter to Mr. Hollander, Esq. and Mr. O'Connell, Esq. asking if they are in agreement with Ms. Savitt's guardian fee petition so we may prepare an Agreed Order.	R.P.	.10	\$12.50
3/20/2015	Review of rec'd motion to withdraw from Mr. Hollander, Esq.	S.L.H.	.10	\$35.00
3/20/2015	Review of email from Mr. James Vassallo regarding guardian's fee petition and his objection to some line items.	S.L.H.	.10	\$35.00
3/20/2015	Receipt and review of motion to withdraw as counsel for James Vassallo filed by Frank Hollander, Esq.	R.P.	.10	No Charge
3/20/2015	Receipt and review of e-mail from James Vassallo questioning some of Ms. Savitt's charges on her invoice.	R.P.	.10	No Charge

3/23/2015	Check received in the amount of 5028.78, # 135.	R.B.	.10	No Charge
3/24/2015	Review of letter to Judge French, along with copy of petition and proposed agreed order on guardian Ms. Savitt's fees. Signed and finalized for sending to the court.	S.L.H.	.10	\$35.00
3/24/2015	Receipt and review of e-mail from Ms. Savitt stating that James Vassallo is in agreement with her guardian fee petition.	R.P.	.10	No Charge
3/24/2015	Prepare agreed order for guardian fee petition.	R.P.	.20	\$25.00
3/24/2015	Prepare letter to Judge French enclosing petition for authorization of guardian fees, agreed orders and self-addressed, stamped envelopes.	R.P.	.20	\$25.00
4/6/2015	Review of email from Client regarding attys. fee petition from court appt'd attorney. Asked for several items to be reduced. Preparation of emailed letter to Mr. O'Connell, Esq. asking for his fee petition to be reduced, and cited specific line items.	S.L.H.	.10	\$35.00
4/6/2015	Review of email from Ms. Foglietta, Esq. asking if there was a set amt. for reduction from Client. Prep of response email saying I would check. Prep of email to Ms. Savitt forwarding this question to her.	S.L.H.	.10	\$35.00
4/7/2015	Prepare e-mail to Ms. Savitt asking what amount she would like to Mr. O'Connell's fee petition be reduced to.	R.P.	.10	No Charge
4/7/2015	Receipt and review of signed Order authorizing guardian fees. E-mailed to Ms. Savitt.	R.P.	.10	No Charge
4/7/2015	Prepare e-mail to Ms. Foglietta stating that Ms. Savitt would consider a \$1,000.00 reduction in Mr. O'Connell's fee petition.	R.P.	.10	No Charge
4/9/2015	Telephone call with Client Ms. Savitt. Discussion of my remaining on case as second attorney and need for it. She asked that I continue to remain on in a limited capacity to maintain the annual documents in the guardianship. Also, she said that Mr. Pankauski's law firm would handle the objection to the court appointed attorney's fee petition.	S.L.H.	.10	\$35.00
4/9/2015	Emailed copy of the Order granting James Vassallo's motion for rehearing, to Client Ms. Savitt. Asked her what this was for.	S.L.H.	.10	No Charge
4/9/2015	Telephone call from Mr. James Vassallo. He is upset about Mr. O'Connell's bill, wants it reduced by 1/2 at least. Upset about not being able to visit his father.	S.L.H.	.10	\$35.00
4/9/2015	Review of rec'd signed Order on motion for re-hearing, signed by Judge French.	S.L.H.	.10	No Charge
4/13/2015	Emailed copy of the Notice of Limited Representation to Client Ms. Savitt. Asked paralegal to mail copy to Mr. James Vassallo plus email him a copy.	S.L.H.	.10	No Charge
4/13/2015	Receipt and review of signed Order allowing Frank Hollander, Esq. to withdraw as counsel for James Vassallo.	R.P.	.10	No Charge
4/13/2015	Preparation of Notice of Limited Representation.	S.L.H.	.10	\$35.00

4/22/2015	Receipt and review of guardian's response to motion for rehearing.	R.P.	.10	No Charge
4/29/2015	Review of e-mail from James Vassallo stating that he would like to schedule his "rehearing date" for May 27, 2015 at 3:00 p.m.	R.P.	.10	No Charge
5/8/2015	Receipt and review of Order Setting Hearings for James Vassallo.	R.P.	.10	No Charge
5/19/2015	Petition for Authorization to Sell Homestead undeliverable to Jacqueline Cantela.	P.1.	.20	No Charge
SUBTOTAL:			6.00	\$472.50

Costs

3/24/2015	Postage.			\$1.44
4/8/2015	Postage for mailing Brian O'Connell's petition for order authorizing attorney's fees to James Vassallo.			\$0.69
SUBTOTAL:				\$2.13

TOTAL: \$474.63
PREVIOUS BALANCE DUE: \$0.00
CURRENT BALANCE DUE AND OWING: \$474.63

Thank you for your business. We do expect payment promptly, so please process this invoice within 14 days. There will be a late payment charge of 1.5 percent, in 30 day increments, applied to any past-due unpaid balance of accounts.

page 2

6-3-15

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014GA000369XXXXSB
Division: IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO.

AMENDED PETITION FOR ORDER AUTHORIZING PAYMENT OF ATTORNEY'S
FEES AND EXPENSES

Petitioner, Sheri L. Hazeltine, Esq. alleges:

1. Petitioner is an attorney engaged in the practice of law in Palm Beach County and elsewhere in the State of Florida.

2. Petitioner is the attorney for ELIZABETH SAVITT, the limited guardian of ALBERT VASSALLO (the Ward).

3. Petitioner has rendered legal services for the benefit of the Ward, from February 25th, 2015 to June 2nd, 2015, as more fully described and set forth in the itemized schedule of services and expenses attached hereto as Exhibit A, for which petitioner has not been paid.

4. Petitioner's records indicate that during the period of time above mentioned in excess of 1.1 attorney hours and 0.7 paralegal hours have been devoted to the representation of the co-guardians of the Ward.

5. Based upon the criteria established by Section 744.108(2) of the Florida Guardianship Law, petitioner believes that a reasonable fee for the services performed by the petitioner during that period of time is:

Hourly rate: \$350.00
Atty. Hours worked: 1.1
Paralegal rate: \$125.00
Paralegal Hrs. worked: 0.7
Total fees: \$472.50
Total costs: \$ 2.13

Total amount of Fees and Compensation: **\$474.63**

Total amount of Fees and Compensation: **\$474.63.**

6. That this attorney's fees have a reasonable value of \$474.63.
7. That previous fees and costs have been billed in the amount of \$13,068.04.

WHEREFORE, Sheri L. Hazeltine, Esq. respectfully requests that this Court enter an Order awarding attorney fees and expenses provided on behalf of the Ward and made payable from the guardianship estate.

Under penalties of perjury I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

DATED this 3rd day of June, 2015.

SHERI L. HAZELTINE & ASSOCIATES, P.A.

By: 

Sheri L. Hazeltine, Esq.
Florida Bar No. 0674567
800 Palm Trail Plaza, Ste. 3
Delray Beach, Florida 33483
(561) 243-4655, Fax (561) 243-6933

COPY

6-23 15

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014GA000369XXXXSB
Division: IX

IN RE: GUARDIANSHIP OF
ALBERT VASSALLO.

ORDER SETTING HEARING
15-Minute Special Set

PLEASE TAKE NOTICE that the Court will hold a hearing on the following petition listed below on Tuesday, July 28, 2015 at 9:30 a.m., before the Honorable David E. French, Circuit Court Judge, South County Courthouse, 200 West Atlantic Avenue, Courtroom 2, Delray Beach, Florida 33444.

PETITION FOR ORDER AUTHORIZING PAYMENT OF
ATTORNEY'S FEES AND EXPENSES

NOTE: This hearing is specially set by Court Order and CANNOT BE CANCELLED, RESET OR ADDED ON TO EXCEPT BY FURTHER COURT ORDER.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida, on this
_____ day of June, 2015.

SIGNED & DATED

JUN 23 2015

CIRCUIT JUDGE
DAVID E. FRENCH
CIRCUIT JUDGE DAVID E. FRENCH

Copy furnished to:
Sheri L. Hazeltine, Esq.
800 Palm Trail, Suite 3
Delray Beach, Florida 33483

Guardianship-Albert Vassallo

Case #502014GA000369XXXXSB

July 2, 2015

I'm objecting to Elizabeth Savitt serving as my father's guardian.

Elizabeth Savitt became guardian of property and person, filed on September 9, 2014. I, James Vassallo objects to the following items, her accounting for the inventory which is incomplete and incorrect. Elizabeth Savitt has not shown any receipts or copies of checks or who they are written to on my father's accounts. The guardian took a \$3,000 retainer fee for herself from my father's money without a date as to when she took it and without petitioning the court for it. Also, the guardian paid herself check #133, date, 3/10/2015 \$7,304.30. Then, on 4/14/2015, check #139, she double paid herself, \$7,304.30. If I didn't catch it, she would not have reimbursed the money because she told me that she had no idea she had done it. On 4/14/2015, check #138, she paid Susan Mast \$7,390.71 with no explanation as to why this much. On 5/15/2015, she wrote Susan two checks out, check numbers #141 and #142 in the amount of \$2,463.57 each. On 6/8/2015, she wrote Susan Mast two checks, #144 and #145 in the amount of \$2,463.57 each. On the same day 6/8/2015, she wrote out a check #146 for Walgreens in the amount of \$189.88. There are also fifteen to twenty checks since she has been guardian that do not apply to my father's living expenses.

April, 2014, Susan Mast and Albert Vassallo Jr. moved out my father's personal belongings from his condo where he lived at 108 Westbury E in Deerfield Beach, FL. There were two brand new fifty inch tv's, jewelry, \$2,500 in coins, and other personal property. Also, they looted his safe which had ten United States Savings Bonds valued at \$1,000 each, which Elizabeth Savitt knows about. Elizabeth Savitt has failed to account for these items. Also in April, 2014, Susan removed my father's 2007 Hyundai, tag #YIYMG and the car has not been seen since. Susan said that she gifted the car away to Jacqueline Cantela in April, 2014 and showed the guardian the bill of sale. Susan had been paying car insurance for it for 7 months with money from my father's accounts after she gifted it. The guardian stated that the car could not have been gifted. From September 9, 2014 to the present time, the guardian has not secured the car, nor the money that Susan has paid for the insurance.

Elizabeth Savitt and her attorney Sheri Hazeltine sent out demand letters on October 14, 2014 to Susan Mast and Albert Vassallo Jr. On November 15, 2013, Susan Mast withdrew \$50,000 from my father's Bank Of America CD. On April 7, 2014, Susan Mast withdrew \$13,760.16 from my father's trust checking account. Then, on the same day, she closed out my father's trust accounts from three different banks for a total of \$269,515.29. Susan and Albert Jr. opened up a CD in Chase Bank for \$200,000, which left \$69,515.29. With the \$69,515.29, they opened up a checking account beneficiary to them and my father had no idea what was going on. On September 2, 2014 Susan transferred \$4,000 from my fathers checking account to their beneficiary account. On April 8, 2014, Albert Jr. wrote himself a check in the amount of \$20,000.

Susan 128,000
Albert took 50,000

(2)

After the guardianship was established on September 9, 2014, Susan Mast wrote out two checks, one for \$30,000 to herself and one for \$25,000 to Albert Vassallo Jr. Susan Mast signed both checks.

In the year 2014, Susan Mast and Albert Vassallo Jr. wrote out checks from my father's account in the amount of \$3,106.00 which the guardian has not accounted for. Also, electronic withdrawals add up to \$16,644.23 which the guardian has not accounted for. My father had lawsuit money coming in from Weitz & Luxenberg for over \$900.00. The guardian is not accounting for the missing checks that Susan Mast received.

Susan Mast used my fathers credit card for her own benefit and some of my father's needs with a steady balance of over \$3,000 or more each month. The guardian closed out my father's credit card in November, 2014 with a balance of \$2,886.16. Before she closed the credit card account, she gave Susan the credit card and she charged another \$129.04 on it. The guardian paid \$786.96 on October 21, 2014 towards the balance. She left a balance of 2,111.36 and did not pay anything more towards the credit card until March 16, 2015. On March 16, 2015 she paid \$2,945.95 with my father incurring late charges and interest for \$834.59. She never made Susan accountable for the money she charged on my father's credit card for her benefit.

As of this date, July, 2015, the guardian has not received any money back that was taken from Susan Mast or Albert Vassallo Jr. The guardian has spent over \$50,000 of my father's money in lawyer fees to take me off as a trustee unnecessarily. This amount is without her new attorney John Pankauski's fees.


James Vassallo

Betsy, how did you get involved in this case?

I hired Cliff Hark and he recommended you as a guardian. At the time, I did not know that you had a lien and judgement on you and you had a foreclosure on your home which was just ready to get auctioned off. I would never had hired you had I known that. I asked you what are a guardians duties? You said the first thing that you would do as a guardian was to make sure that I could see my father. The next thing is that you and Cliff would freeze my fathers money so Albert Jr. and Susan wouldn't be able to take it anymore.

Why did you take Albert Jr. and Susan Mast off as trustees? Because the stole money from my fathers trust and his trust says that the only way one can be taken off is Article VI, trust power is that they do not act in good faith which they did not by stealing money. Why did you take me off as trustee? I helped you, for the interest of the ward, found out where his banks were and what kind of bank accounts he had. I gave you all the bank paperworks with statements, I gave you all the info about how much they stole from my father. I took care of my father free of charge from 2010 until late 2013. I took him to his doctors appointments, grocery shopping....etc. I benefited my father by getting him full disability benefits from the VA. due to him getting asbetos in his lung from fighting in the war. (\$1,600 more per month). For the best interest of my father, I helped sell his condo so that he wouldn't have to pay maintenace on it since he wasn't living in it.\$5,400 a year, plus another \$800 taxes. I never asked my father for money, I never was given any money or stole any money.

My father put me on as a trustee as he knew that I would divide up the money equally between my siblings. It cost my father no money to put me on as trustee, but now its costing him with you being the sole trustee thousands of dollars between your fees and your lawyer fees.

You were hired as a guardian to safeguard his money and to get money that his owed to him returned to him and nothing more. Now, you are abusing your powers as a guardian and costing my father thousands of dollars to unnecessarily remove me as trustee who did nothing wrong.

Why did you want to be sole trustee for my father? How much are you going to charge or make off my father as a trustee and as a guardian?

9 9
10 14
11 13
12 12

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: PROBATE DIVISION IX
CASE NO. 502014GA000369XXXXSB

GUARDIANSHIP OF
ALBERT VASSALLO, SR.

Incapacitated Person.

**AMENDED PETITION FOR ORDER AUTHORIZING PAYMENT OF ATTORNEY'S
FEE AND EXPENSES**

COMES NOW the Pankauski Law Firm PLLC ("Petitioner"), pursuant to Fla. Stat. §744.108, and hereby petitions the Court for authorization of payment of attorneys' fees, legal services, and costs for litigation rendered to the court appointed guardian, Elizabeth Savitt, and alleges:

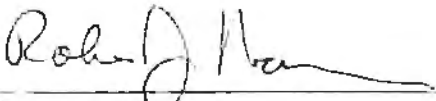
1. Petitioner is a law firm engaged in the practice of law in Palm Beach County, and elsewhere in the State of Florida.
2. Elizabeth Savitt is the duly appointed and acting Guardian of the person and property of Albert Vassallo, Sr. ("Ward").
3. The Petitioner has not yet been awarded any fees or costs in this proceeding.
4. Petitioner has rendered services and incurred costs for the benefit of the Ward, *see* Fla. Stat. §744.108 from November 1, 2014 through June 30, 2015, for which Petitioner has not been paid. A copy of the itemized invoices will be made available to the Court in connection with such expenses, and a redacted set of these itemized invoices will be provided to counsel.
5. The total amount of costs sought is: **\$462.20**
6. Based on the criteria established in Fla. Stat. §744.108(2), Petitioner believes that a reasonable fee for the services performed for the benefit of the Ward, from November 1, 2014

through June 30, 2015 is: \$ **18,975.00**. The business records of this Firm reflect that the following hours have been spent on professional services during this time:

a. John J. Pankauski, Esquire @ \$450.00 / hour	3.4 hours	\$1,530.00
b. Robert J. Hauser @ \$450.00 / hour	35.4 hours	\$12,390.00
c. Allison R. Sabocik, Esquire @ \$300.00 / hour	5.8 hours	\$1,740.00
d. Heather Graboyes @ \$150.00 / hour	21.2 hours	\$3,180.00
e. Lynda Crate @ \$150.00 / hour	.9 hours	\$135.00

7. Petitioner therefore requests that an Order be entered by this Court awarding Petitioner a reasonable fee and costs for the services rendered by Petitioner for the benefit of the Ward, and authorizing the Guardian to pay to Petitioner from the assets of the Ward the fee awarded and the expenses incurred by Petitioner.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.


Robert J. Hauser
Partner

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via e-mail/e-service to: **Sheri L. Hazeltine, Esquire**, 800 Palm Trail, Suite 3, Delray Beach, FL 33483 (sheri@hazeltinelaw.com), **Brian M. O'Connell, Esquire**, 515 N. Flagler Dr., 20th Floor, West Palm Beach, FL 33401 (service@eiklinlubitz.com, probateservice@eiklinlubitz.com), and via regular U.S. Mail to: **James Vassallo**, 107 Westbury, Bldg. E, Deerfield Beach, FL 33442, **Susan Mast**, 9324 Kelay Circle, Boca Raton, Florida 33428, **Albert Vassallo, Jr.**, 666 Rosevale Avenue, Lake Ronkonkoma, NY 11779, **Ralph Vassallo**, 303 Lake Avenue South, Nesconset,

NY 11767, **Jacqueline S. Cantela**, 26 Parkside Ave., Miller Place, NY 11764, **Marie Vassallo-Castagnette**, 433 Mills Rd., Unit #26, Calverton NY 11933, this 24th day of July, 2015.

PANKAUSKI LAW FIRM, P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0900
courtfilings@pankauskilawfirm.com

By: /s/ John J. Pankauski
John J. Pankauski
Florida Bar No.: 0982032

INVOICE



**PLEASANTON, GREENHILL,
MEEK & MARSAA**

3070 N. WATSON STREET, SUITE 200
WEST PALM BEACH, FL 33409
561.514.0906 FAX 561.514.0906
WWW.PLEASANTONGREENHILLMEEKANDMARSAA.COM

Robert Hauser, Esq.
Pankauski Law Firm, PLLC
120 S Olive Ave
Suite 701
West Palm Beach, FL 33401

Invoice No.	Invoice Date	Job No.
53978	12/5/2014	11610
Job Date	Case No.	
12/4/2014	502014GA000369XXXXSB	
Case Name		
Guardianship of Albert Vassallo		
Payment Terms		
Net 30		

HEARING BEFORE:

Judge French
Per Diem

95.00

TOTAL DUE >>> **\$95.00**
AFTER 1/4/2015 PAY \$96.43

Reference No. : TM2391

8:45-9:40

Pleasanton, Greenhill, Meek & Marsaa does not abdicate payment responsibility to third parties.
Fast due invoices in excess of 30 days shall bear interest at 18% annually.
Above-named addressee agrees to pay all costs of collection, including attorney's fees.

Tax ID 65-0959121

Phone: 561.514.0906 Fax:

Please detach bottom portion and return with payment

Robert Hauser, Esq.
Pankauski Law Firm, PLLC
120 S Olive Ave.
Suite 701
West Palm Beach, FL 33401

Job No. 11610 BU ID 1-MAIN

Case No. 502014GA000369XXXXSB

Case Name : Guardianship of Albert Vassallo

Invoice No. 53978 Invoice Date 12/5/2014

Total Due : \$95.00

AFTER 1/4/2015 PAY \$96.43

Remit To: **Pleasanton, Greenhill, Meek & Marsaa**
330 Clematis Street
Suite 208
West Palm Beach, FL 33401

PAYMENT WITH CREDIT CARD



Cardholder's Name _____

Card Number _____

Exp. Date: _____ Phone: _____

Billing Address: _____

Zip _____ Card Security Code: _____

Amount to Charge: _____

7/31/2015

Print

Subject: Re: Vassallo
From: Elizabeth Savitt (savittguardians@gmail.com)
To: james.vassallo@yahoo.com;
Date: Friday, July 31, 2015 5:44 PM

James,
 Don't forget, Savittguardians returned 7,304.30 duplicate check error. All of your check requests have court orders/mediated settlement agreement orders, and all of the guardianship accounting will be filed in a month and will be checked by the clerk of court for approval by the court. You will receive copy of the filing.

On Fri, Jul 31, 2015 at 3:48 PM, Elizabeth Savitt <savittguardians@gmail.com> wrote:
 James,

Attached are all of the checks that you requested.

Betsy Savitt.

On Fri, Jul 31, 2015 at 12:14 PM, James Vassallo <james.vassallo@yahoo.com> wrote
 Betsy, Thank you for sending me a copy of the check paid to Dayscape. Now, could you send me copies of the following checks written from my fathers checking account so that I have them for my records? Thanks, James

Checks:

- #133 3/10/15
- #138 4/14/15
- #139 4/14/15
- #141 5/14/15
- #142 5/14/15
- #144 6/8/15
- #145 6/8/15

8-18-15

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: PROBATE DIVISION IX
CASE NO. 502014GA000369XXXXSB
GUARDIANSHIP OF
ALBERT VASSALLO, SR.

Incapacitated Person.

ORDER SPECIALLY SETTING HEARING

The following Matter has been specially set for hearing before Judge David E. French in Courtroom 2A of the South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida, 33444.

DATE: Tuesday, August 18, 2015
TIME: 2:30 p.m. to 3:00 p.m. (30 minutes reserved)
MATTER: Amended Petition for Order Authorizing Payment of Attorney's Fee and Expenses dated July 24, 2015

The Attorneys/Parties must submit directly to the Court no later than seven (7) days prior to the hearing:

1. Copies of all relevant pleadings
2. Original* Memoranda of Law(*see A.O.2.301)
3. Copies of case law authority
4. Proposed order and/or judgment with copies and self addressed stamped envelope to all parties

2015 AUG - 7 PM 1:16
SHARON H. BOCK, CLERK
PALM BEACH COUNTY
SOUTH COUNTY BRANCH - 2E0

NOTE: This hearing is specially set by Court Order and CANNOT BE CANCELLED, RESET OR ADDED ON TO EXCEPT BY FURTHER COURT ORDER.

DONE AND ORDERED this 16 day of Aug., 2015 in Delray Beach, FL, Palm Beach County, Florida.

David E. French
DAVID E. FRENCH, Circuit Judge

Subject: Susan Mast
From: Savitt Guardians (savittguardians@gmail.com)
To: James.vassallo@yahoo.com;
Date: Thursday, August 20, 2015 2:00 PM

8-20-15 7

James,

Here is the payments for Susan Mast. She has paid \$3,195.44 from her loan. It is being deducted from her monthly payment.

Thanks,

Elizabeth Savitt

Table 1

Month	Bus	expenses	caretaking	loan	Total paid
January	100.00	680.00	2,083	-399.43	2,463.57
February				-399.43	2,463.57
March				-399.43	2,463.57
April				-399.43	2,463.57
May				-399.43	2,463.57
June				-399.43	2,463.57
July				-399.43	2,463.57
August				-399.43	2,463.57
September					
October					
November					
December					
TOTAL				-3195.44	19708.56

IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000369XXXXSBIX

inheritance /trust distribution.

SUSAN MAST

Susan will execute a promissory note for \$54,000 to Elizabeth Savitt, as Guardian of Albert Vassallo at 4% per annum with interest. Upon maturity of the note, an additional payment of \$2,160 shall be made which represents accrued interest from November 15, 2013 to present. Note is payable at the earlier of (1) death of Al Sr., or (2) under 15-year amortization schedule. First payment is due January 1, 2015. Entire balance due is secured by Susan's expected inheritance/trust distribution.

ELECTRONIC WITHDRAWALS.

Susan will separately execute a promissory note for \$8,000 to the Guardianship of Albert Vassallo at 4% per annum with interest running from September 9, 2014. Note is payable at the earlier of (1) death of Albert Vassallo, Sr., or (2) pursuant to 15 year amortization schedule. First Payment is due January 1, 2015. Entire balance due would be secured by Susan's expected inheritance/trust distribution. This promissory note will be held in escrow by the Guardianship of Albert Vassallo, Sr., unless and until the Guardian has determined in good faith and in her sole discretion that Susan Mast has failed to account for the \$8,128.00 in electronic withdrawals as follows, or if the withdrawals did not benefit the Ward:

\$1,482.68	12/11/13
1,288.25	2/12/14
1,298.44	5/28/14
2,254.31	7/20/14
1,504.32	8/2014



IN RE: GUARDIANSHIP OF
Albert Vassallo, Sr. Incapacitated
Case No. 502014GA000169XXXXSBIX

If the Guardian determines that the withdrawals benefited the Ward, it will return the original signed \$8,000 note to Susan Mast. If the Guardian chooses to enforce the note, it will give written notice to Susan Mast through her attorney of the decision to enforce the note and the amounts due, adjusted based on the amounts, if any, that benefited the Ward. Susan will present her evidence of the use of the funds within 30 days of today, December 1, 2014.

EXPENSES

During the time the Ward resides with Susan Mast, the parties agree on a current expense budget of \$820.00 monthly, based on the following:

\$ 140.00	Bus Company Tops
150.00	Health and cosmetics, depends, razor, Vitamins
80.00	Petty cash for movies/personal
450.00	Food
\$ 820.00	Total

less bus fare if paid by the Guardian.

The parties also agree on \$2,083 per month to Susan Mast as compensation for care of the Ward, if and so long as the current schedule continues (5 hours of care x 6 days per week; 8 hours on Sunday)

RELEASES

All Parties shall exchange mutual general releases including (in all fiduciary capacities, including, but not limited to, attorney-in-fact, trustee, and/or guardian) except as to the Parties performance of this agreement.



Table 1

January	100.00	880.00	2,083	-399.43	2,483.57
February				-399.43	2,483.57
March				-399.43	2,483.57
April				-399.43	2,483.57
May				-399.43	2,483.57
June				-399.43	2,483.57
July				-399.43	2,483.57
August				-399.43	2,483.57
September					
October					
November					
December					
TOTAL				-3195.44	19708.58

9-10 '15

**IN THE DISTRICT COURT OF APPEAL
FOURTH DISTRICT, STATE OF FLORIDA**

JAMES VASSALLO,

Appellant/Petitioner,

CASE NO. 4D15-2449

L.T. CASE NO.: 502014GA000369XXXSB

v.

ELIZABETH SAVITT,

Appellee/Respondent.

**APPELLEE'S RESPONSE TO APPELLANT'S MOTION FOR EXTENSION OF TIME
TO SERVE INITIAL BRIEF**

Appellee, ELIZABETH SAVITT, in her capacity as Guardian of Albert Vassallo, Sr., by and through the undersigned counsel, hereby files her Response to Appellant's Motion for Extension of Time to File Initial Brief dated September 9, 2015 and states:

1. The Appellee has no objection to Appellant's request for a forty-five (45) day enlargement of time to serve his initial brief.

I HEREBY CERTIFY that a true copy of the foregoing has been served this 10th day of September, 2015 via e-mail and U.S. mail upon: James Vassallo, pro se, 107 Westbury Building E, Deerfield Beach, FL 33422 [james.vassallo@yahoo.com].

Respectfully submitted,

/s/Robert J. Hauser
Robert J. Hauser
B.C.S. (Appellate Practice)
Florida Bar No. 0055141
PANKAUSKI LAW FIRM PLLC
120 South Olive Avenue
Guaranty Building Suite 701
West Palm Beach, Florida 33401
(561) 514 0900
hauser@pankauskilawfirm.com
courtfilings@pankauskilawfirm.com

IN THE CIRCUIT COURT FOR Palm Beach COUNTY, FLORIDA

IN RE: GUARDIANSHIP OF

PROBATE DIVISION

Albert Vassallo

File Number 502014GA000369XXXXSB

Division Probate

ANNUAL ACCOUNTING OF GUARDIAN OF PROPERTY

ANNUAL ACCOUNTING

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SUMMARY

I. Starting Balance

Assets per Inventory or Assets on Hand at Close of Last Accounting Period	\$	<u>35,218.61</u>
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II. Receipts

Schedule A - Income	\$	<u>301.14</u>		
Principal	\$	<u>717,446.32</u>	\$	<u>717,747.46</u>
Sub Total			\$	<u>752,966.07</u>

III. Disbursements and Distributions

Schedule B - Income	\$	<u>0.00</u>		
Principal	\$	<u>140,083.85</u>	\$	<u>140,083.85</u>
Sub Total			\$	<u>612,882.22</u>

IV. Capital Transactions and Adjustments

Schedule C - Net Gain or (Loss)	\$	<u>52,414.27</u>
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V. Assets on Hand at Close of Accounting Period

Schedule D - Cash and Other Assets	\$	<u>665,296.49</u>
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NOTE: See Appendix A, Rule 5.346, Florida Probate Rules for instructions relating to summary and all schedules

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - A Receipts During Period

Does not include receipts from sale or other dispositions of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #xxxxxx2772</u>			
10/09/14	Interest	0.02	
<u>Chase Bank a/c #438601234</u>			
10/09/14	Tfr fr Chase Bank a/c #xxxxxx2772 (closed)		131.07
10/10/14	Deposit from Chase Bank (CD) a/c #xxxxxx3839 (Estate)		13,758.16
10/14/14	Deposit from Chase Bank Savings a/cxxxx3828 (Estate)		0.08
10/16/14	Interest	0.03	
11/03/14	Tfr fr People's United Bank - a/c #53363H		45.35
11/05/14	Deposit - First Sun/United States Life Insurance		250.00
11/07/14	Deposit - SSA & VA		2,597.03
11/18/14	Interest	0.10	
11/19/14	Deposit from Chase Bank (CD) a/c #xxxxxx1754 (Estate)		200,620.13
11/19/14	Deposit from Chase Bank (CD) a/c #xxxxxx1218 (Estate)		120,674.13
11/21/14	Deposit - First Sun/United States Life Insurance		250.00
11/26/14	Deposit - First Sun/United States Life Insurance		250.00
12/03/14	SSA Treasury 310		1,040.00
12/15/14	Interest	2.41	
12/26/14	Dividend - Prudential Inc.	45.24	
12/30/14	Deposit - First Sun/United States Life Insurance		250.00
01/02/15	SSA Treasury 310		1,060.00
01/06/15	Deposit - Asbestos (Weitzer & Luxenberg)		377.87
01/16/15	Interest	2.79	
02/02/15	Deposit - First Sun/United States Life Insurance		250.00
02/03/15	SSA Treasury 310		1,060.00
02/17/15	Interest	2.64	
		\$ 53.23	\$ 342,613.82

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - A Receipts During Period

Does not include receipts from sale or other dispositions of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #438601234</u>			
02/27/15	Deposit - First Sun/United States Life Insurance		250.00
03/03/15	Deposit - Sale of Condominium (108 Westbury E, Deerfield)		41,782.32
03/03/15	SSA Treasury 310		1,060.00
03/05/15	VACP Treasury 310 - Retroactive payment		6,258.00
03/16/15	Interest	2.38	
03/31/15	Deposit - First Sun/United States Life Insurance		250.00
04/01/15	VACP Treasury 310		1,567.00
04/03/15	SSA Treasury 310		1,060.00
04/14/15	Deposit from Bank United (CD) a/c #xxxxxx3096 (Estate)		114,347.64
04/14/15	Deposit from Bank United (CD) a/c #xxxxxx5277 (Estate)		111,759.55
04/14/15	Deposit from Bank United (CD) a/c #xxxxxx3525 (Estate)		17,240.93
04/14/15	Deposit from Bank United (CD) a/c #xxxxxx3947 (Estate)		7,770.77
04/15/15	Interest	2.82	
04/23/15	Bank Fee Reversal		6.00
04/23/15	Bank Fee Reversal		6.00
04/23/15	Bank Fee Reversal		6.00
04/23/15	Bank Fee Reversal		6.00
04/23/15	Tfr fr NY Community Bank (CD) a/c #xxxxxx3099 (closed)		11,141.99
04/23/15	Tfr fr NY Community Bank (CD) a/c #xxxxxx1747 (closed)		11,341.21
04/23/15	Tfr fr NY Community Bank (CD) a/c #xxxxxx8115 (closed)		3,354.22
04/23/15	Interest - Prudential Inc	45.24	
04/23/15	Tfr fr People's United Bank - a/c #53363H		45.30
04/27/15	Deposit - Reverse pymt made to E. Savitt		7,304.30
04/30/15	Deposit - First Sun/United States Life Insurance		250.00
05/01/15	VACP Treasury 310		1,567.00
05/01/15	SSA Treasury 310		1,060.00
		\$ 50.44	\$ 339,434.23

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - A Receipts During Period

Does not include receipts from sale or other dispositions of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #438601234</u>			
05/08/15	Interest - Prudential Inc	41.34	
05/18/15	Interest	4.87	
05/18/15	Tfr fr Peoples United (CD) a/c #53363H		2,028.76
05/18/15	Tfr fr People's United Bank - a/c #53363H		45.51
05/29/15	Deposit - First Sun/United States Life Insurance		250.00
06/01/15	VACP Treasury 310		1,567.00
06/03/15	SSA Treasury 310		1,060.00
06/15/15	Interest	5.09	
06/18/15	Dividend - Prudential Inc.	45.24	
06/30/15	Deposit - First Sun/United States Life Insurance		250.00
07/02/15	SSA Treasury 310		1,060.00
07/08/15	VACP Treasury 310		1,567.00
07/15/15	Interest		4.91
07/30/15	APA Treasury 310		10,339.20
0731/15	VACP Treasury 310		1,567.00
07/31/15	Deposit - First Sun/United States Life Insurance		250.00
08/03/15	SSA Treasury 310		1,060.00
08/17/15	Interest	5.47	
08/31/15	Deposit - First Sun/United States Life Insurance		250.00
09/01/15	VACP Treasury 310		1,537.08
09/03/15	SSA Treasury 310		1,060.00
09/16/15	Interest	4.88	
09/17/15	Dividend - Prudential Inc.	45.24	
09/30/15	Deposit - First Sun/United States Life Insurance		250.00
		\$ 152.13	\$ 24,146.46

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - A Receipts During Period

Does not include receipts from sale or other dispositions of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #3022282452</u>			
10/10/14	Deposit - Open Account		11,251.81
10/21/14	Interest	0.08	
10/31/14	Interest	0.09	
11/28/14	Interest	0.26	
12/31/14	Interest	0.21	
01/30/15	Interest	0.28	
02/27/15	Interest	0.26	
03/31/15	Interest	0.30	
04/30/15	Interest	0.28	
05/29/15	Interest	0.27	
06/30/15	Interest	0.29	
07/31/15	Interest	0.29	
08/31/15	Interest	0.29	
09/30/15	Interest	0.28	
<u>Am Trust (New York Community Bank) - xxxx3099</u>			
04/23/15	Interest	1.23	
<u>Am Trust (New York Community Bank) - xxxx1747</u>			
04/23/15	Interest	40.54	
<u>Am Trust (New York Community Bank) - xxxx8115</u>			
04/23/15	Interest	0.39	
		\$ 45.34	\$ 11,251.81

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - B Disbursements and Distributions

Does not include purchases of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #xxxxxx2772</u>			
10/09/14	Tfr to Chase Bank a/c #438601234		131.07
<u>Chase Bank a/c #438601234</u>			
10/21/14	Chk #9993 - Freedom Credit Card payment (Pre Guardianship)		786.96
10/22/14	Chk #9991 - Dayscape Senior Activity Ctr		1,020.00
10/27/14	Chk #5901 - FPL		111.25
10/27/14	Chk #9992 - Chase Credit Card (Pre Guardianship)		103.00
10/28/14	Chk #5902 - Bay Management		30.00
10/29/14	Chk #0102 - Elizabeth Savitt (Retainer fee incl. in c/o 3/31/15)		3,000.00
11/03/14	Chk #0103 - Chase Credit Card (PRC Guardian)		66.00
11/05/14	Chk #0106 - Westbury Condo Fees		196.21
11/06/14	Debit - Seacrest Service Inc (Property Management)		196.21
11/06/14	Debit - Seacrest Service Inc (Property Management)		116.00
11/06/14	Debit - Seacrest Service Inc (Property Management)		98.00
11/24/14	Chk #0110 - Broward County Tax Collector		860.21
11/24/14	Chk #0105 - Randa Parish (misc office work)		125.00
11/25/14	Chk #0114 - FPL		22.87
11/26/14	Chk #0112 - West Boca Medical Ctr		65.00
12/02/14	Chk #0113 - West Boca Medical Ctr		367.00
12/03/14	Chk #0109 - Dayscape Senior Activity Ctr		816.00
12/05/14	Chk #0117 - Dr. Blume		350.00
12/08/14	Chk #0115 - Judge Cook (mediation service)		2,600.00
12/08/14	Debit - Seacrest Service Inc (Property Management)		196.21
12/08/14	Debit - Seacrest Service Inc (Property Management)		116.00
12/08/14	Debit - Seacrest Service Inc (Property Management)		98.00
12/08/14	Chk #0119 - Dr. Calver		75.00
		<u>\$ 0.00</u>	<u>\$ 11,545.99</u>

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - B Disbursements and Distributions

Does not include purchases of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #438601234</u>			
12/11/14	Chk #0116 - Dr. Phillip Heller		300.00
12/22/14	Chk #0120 - US Legal Support (hearing)		120.00
12/22/14	Chk #0121 - FPL		11.96
01/06/15	Chk #0124 - Sheri Hazeltine (Attorney fees) C/O 1/6/15		8,039.26
01/06/15	Chk #0122 - C/O 01/06/15 Fees to Clifford Hark		3,000.00
01/07/15	Debit - Seacrest Service Inc (Property Management)		201.64
01/07/15	Debit - Seacrest Service Inc (Property Management)		120.00
01/07/15	Debit - Seacrest Service Inc (Property Management)		98.00
01/13/15	Chk #0126 - Dayscape Senior Activity Ctr		884.00
01/13/15	Chk #0125 - Attorney - Brian O'Connell C/O 12/23/14		6,740.90
01/13/15	Chk #0123 - Reimb Cheryl Canty C/O 1/6/15		5,000.00
01/21/15	Chk #0127 - FPL		10.20
02/06/15	Debit - Seacrest Service Inc (Property Management)		201.64
02/06/15	Debit - Seacrest Service Inc (Property Management)		120.00
02/06/15	Debit - Seacrest Service Inc (Property Management)		98.00
02/17/15	Chk #0109 - Dayscape Senior Activity Ctr		816.00
03/02/15	Chk #0130 - FPL		31.99
03/10/15	Chk #0133 -Elizabeth Savitt (reimb Guardian fee) C/O 3/31/15		7,304.30
03/16/15	Chk #0131 - Dayscape Senior Activity Ctr		884.00
03/16/15	Chk #0134 - Chase Credit Card (final pymt - Pre guardianship)		2,945.95
03/23/15	Chk #0135 - Sheri Hazeltine (Attorney fee) C/O 3/12/15		5,028.78
04/03/15	Chk #0134 - Chase Credit Card (Interest pymt)		18.29
04/06/15	Chk #0137 - Prudential Insurance Premium		299.40
04/09/15	Bank Fee - Stmt copies		6.00
04/14/15	Chk #0138 - Susan Mast - 3 mths Caretaking fees per Mediation Settlement Agreement (Caretaking services		7,390.71
		<u>\$ 0.00</u>	<u>\$ 49,671.02</u>

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - B Disbursements and Distributions

Does not include purchases of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
	<u>Chase Bank a/c #438601234</u>		
	3 X \$2,863.00 less loan payment 3 X \$399.43)		
04/14/15	Chk #0139 - Elizabeth Savitt (duplicate prmt reimb on 4/27/15)		7,304.30
04/14/15	Bank Fee - Stmt copies		6.00
04/14/15	Bank Fee - Stmt copies		6.00
04/14/15	Bank Fee - Stmt copies		6.00
04/28/15	Chk #0140 - Dayscape Senior Activity Ctr		1,095.00
05/12/15	Chk #0143 - Dayscape Senior Activity Ctr		876.00
05/14/15	Chk #0142 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment		2,463.57
05/14/15	Chk #0141 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment		2,463.57
06/08/15	Chk #0144 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment		2,463.57
06/08/15	Chk #0145 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment		2,463.57
06/08/15	Chk #0146 - Walgreens Pharmacy		189.88
06/09/15	Chk #0147 - Dayscape Senior Activity Ctr		1,095.00
07/13/15	Chk #0149 - Dayscape Senior Activity Ctr		949.00
07/28/15	Chk #0151 - Dr. Marvin Stein (co-pay)		15.00
07/29/15	Chk #0150 - Humana Insurance		59.00
07/30/15	Chk #0152 - Palm Beach County Ambulance Srv		150.00
08/05/15	Chk #0153 - West Boca Med. Center		510.00
08/06/15	Chk #0154 - Humana Insurance		29.50
08/12/15	Chk #0155 - Sheri Hazeltine (Attorney fee) C/O 7/28/15		474.63
		<u>\$ 0.00</u>	<u>\$ 22,619.59</u>

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - B Disbursements and Distributions

Does not include purchases of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>Chase Bank a/c #438601234</u>			
08/17/15	Chk #0156 - Dayscape Senior Activity Ctr		730.00
08/17/15	Chk #0153 - West Boca Med. Center		170.00
08/24/15	Chk #0159 - Ambulance Fee		200.00
08/25/15	Chk #0160 - John Pankauski - (Attorney Fee) C/O 8/18/15		18,544.70
08/26/15	Chk #0158 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment)		2,463.57
09/02/15	Chk #0161 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment)		2,463.57
09/08/15	Chk #0162 - Humana Insurance		29.50
09/10/15	Chk #0163 - Dayscape Senior Activity Ctr		1,168.00
09/29/15	Chk #0161 - Susan Mast - Caretaking fees per Mediation Settlement Agreement (Caretaking services \$2,863.00 less \$399.43 loan payment)		2,463.57
<u>Chase Bank a/c #3022282452</u>			
04/14/15	Bank Fee		6.00
04/30/15	Bank Fee		6.00
<u>People's United Bank - a/c #53363H</u>			
11/03/14	Tfr to Chase Bank a/c #438601234		45.35
04/23/15	Tfr to Chase Bank a/c #438601234		45.30
05/18/15	Tfr to Chase Bank a/c #438601234		45.51
05/18/15	Tfr to Chase Bank a/c #438601234		2,028.76
		<u>\$ 0.00</u>	<u>\$ 30,409.83</u>

ANNUAL REPORT OF GUARDIAN OF PROPERTY - ANNUAL ACCOUNTING

GUARDIANSHIP OF Albert Vassallo

FOR THE PERIOD COMMENCING: 09/09/14

THROUGH: 09/30/15

SCHEDULE - B Disbursements and Distributions

Does not include purchases of principal assets.
Such transactions are shown on Schedule C.

Date	Brief Descriptions of Items	Income	Principal
<u>NY Community Bank (CD) a/c #xxxxxx3099</u>			
04/21/15	Tfr to Chase Bank a/c #438601234		11,141.99
<u>NY Community Bank (CD) a/c #xxxxxx1747</u>			
04/21/15	Tfr to Chase Bank a/c #438601234		11,341.21
<u>NY Community Bank (CD) a/c #xxxxxx8115</u>			
04/21/15	Tfr to Chase Bank a/c #438601234		3,354.22

\$ 0.00	\$ 25,837.42
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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION

CASE NO.: CASE NO.:502014MH001432XXXXSB

IN RE:

ALBERT VASSALLO,

An Alleged Incapacitated Person.

ORDER ON MOTION FOR CONTINUANCE OF INCAPACITY HEARING

THIS CAUSE came before the Court for Hearing upon Clifford B. Hark's Motion for Continuance of Incapacity Hearing Scheduled for Thursday, August 28, 2014, at 2:30 P.M. After reviewing the Motion and being advised that the Court-Appointed Counsel, Brian O'Connell, is in agreement with the Motion, and that there is not a need to obtain new Examining Committee Reports, it is,

ORDERED that the Hearing scheduled for Thursday, August 28, 2014, at 2:30 P.M. on the Petition for Incapacity filed by JAMES VASSALLO is hereby canceled and rescheduled for

September 9, 2014 @ 10.00 AM

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida this 12th day of August, 2014.

SIGNED & DATED

AUG 12 2014

HONORABLE DAVID E. FRENCH
CIRCUIT JUDGE
DAVID E. FRENCH

Copies of this executed Order furnished to:

Clifford B. Hark, Esquire, 2101 NW Corporate Blvd. Suite 220, Boca Raton, FL 33431

Brian O'Connell, Esquire, 515 N. Flagler Dr., West Palm Beach, FL 33401

Dr. Stanley Bloom, 10760 Northgreen Dr. Wellington, FL 33449

Dr. Phillip Heller, 2200 NW Corporate Blvd. Suite 110, Boca Raton, FL 33431

Gregory Calder, 964 SW 13th Street, Boca Raton, FL 33486