

SUPREME COURT OF FLORIDA

BLUEWATER, INC. and  
ANTHONY SCOTT WALKER,

Petitioners,

CASE NO.: SC19-1125  
L.T. CASE NUMBERS 4D19-1855;  
4D19-634;  
062016CA005839AXXXCE;  
062015CA016505AXXXCE

vs.

CENTER STREET LENDING FUND  
IV SPE, LLC,

Respondent. /

**Notice of Filing Plaintiff’s Stipulated Confession of Liability,  
Admission Against Interest of Criminal Usury Loan Sharking**

PLEASE TAKE NOTICE that the Petitioners file Certified True Copies of two Pretrial Stipulations, Exhibits One and Two, required by the trial court as this case is set for trial beginning the August 18<sup>th</sup>, 2019 trial period.

In **Exhibit One [click here]**, on page 6 at paragraph 5 in the “Stipulated Facts” Section, Respondent has stipulated that it charged 30% illegal Criminal Usury, “**5. That on October 15, 2015, Plaintiff’s employee Richard Vu, in providing and explaining** a reinstatement quote to Walker, told Walker in an email, “The regular interest rate is 13%, **BUT THE LOAN IS CURRENTLY AT THE DEFAULT RATE OF 30%.**” [Emphasis Mine.] This is an Admission Against Interest of liability of Criminal Usury Loan Sharking, a confession of guilt and liability, and it even pinpoints the date it occurred which was before either of

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Respondent's illegal lawsuit were filed. This admission requires a reversal of Judge Frink's order granting Summary Judgment in favor of the Respondent as though these are just innocent contracts, which they are not. Respondent has now admitted to being a Loan Shark. Florida Statute 687.071(7) forbids any enforcement of illegal Criminal Usury contracts. This Court should declare all of the contracts (two Mortgages, two Promissory Notes, all assignments thereof) to be void and unenforceable, and direct the trial court to conduct a trial on Petitioners' Counterclaims.

This exact same information of Richard Vu's email chain demands for 30% Default Rate were in the court file in Petitioners' Affidavit of Criminal Usury that the Circuit Judge Keathan Frink refused to acknowledge nor recognize when he granted a Summary Judgment in favor of the Respondent. Now that the Respondent has admitted and stipulated to demanding and charging illegal Criminally Usurious interest, that Summary Judgment must be reversed.

WHEREFORE Petitioners respectfully ask this Honorable Court grant jurisdiction of this Petition, reverse the willfully blind Summary Judgment below that ignored the Affidavit of Criminal Usury of 30%, hold the Respondent liable for the commission of Criminal Usury, void all of plaintiff respondent's contracts, instruct that a trial be held on Petitioner's Counterclaims, award attorney fees and costs for all the appellate work necessitated by Respondent's fraud on the courts,

and all other remedies that this Court Deems Just and Proper in enforcing the rule of law.

Respectfully submitted,  
Attorney for Petitioners  
*/s/ Gary Barcus, Esq.*  
Fla. Bar No.: 480400

**Certificate of Service**

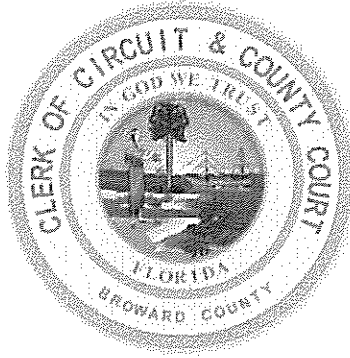
I HEREBY CERTIFY that a true copy of the foregoing **Notice of Filing Plaintiff's Stipulated Confession of Liability, Admission Against Interest of Criminal Usury Loan Sharking** and attached Stipulations were emailed July 30, 2019, to: David Levin, Esq., Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, 100 SE Third Street, Suite 1620, Fort Lauderdale, Florida 33394, [dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com); Henny Shomar, Esq., Tripp Scott, P.A., 110 SE 6<sup>th</sup> Street, 15<sup>th</sup> Floor, Fort Lauderdale, Florida 33301, [hls@trippscott.com](mailto:hls@trippscott.com); Prince Donnohoe, Esq., Prince A. Donnohoe, P.A., 9710 Stirling Road, Suite 104, Cooper City, Florida 33024, [PrinceDonnohoe@usa.net](mailto:PrinceDonnohoe@usa.net); Steven Graham, Esq., [StevenGrahamEsq@aol.com](mailto:StevenGrahamEsq@aol.com) Esq.; Melva Rozier, Esq., [melvarozier@aol.com](mailto:melvarozier@aol.com).

Gary Barcus, Esq.  
Attorney for Petitioners  
1689 SW 158 Avenue  
Pembroke Pines, Florida 33027  
[barcusgab@aol.com](mailto:barcusgab@aol.com)  
(954) 618-9530  
*/s/ Gary Barcus, Esq.*

**Certificate of Compliance**

I HERBY CERTIFY that this **Notice of Filing Plaintiff's Stipulated Confession of Liability, Admission Against Interest of Criminal Usury Loan Sharking** complies with the Times New Roman 14-point font requirements and is typed in Times New Roman 14-point font, as detailed in Rule 9.210.

Gary Barcus, Esq.  
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*/s/ Gary Barcus, Esq.*



## Electronically Certified Court Record

### (Cover Page)

This cover page is for informational purposes only and is not a requirement when presenting the **Electronic Certified Document**. Directly below the cover page, at the bottom of page 1, you will find the digital signature bearing the identity and authority of the Clerk. On the left side of each page is a unique code identifying the electronic certification for this document.

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<b>Agency Name:</b>	Broward County Clerk of Courts
<b>Clerk of the Circuit Court:</b>	Honorable Brenda D. Forman
<b>Date Issued:</b>	7/26/2019 2:47:51 PM
<b>Unique Reference Number:</b>	CAA-CABIABBBBIFBFH-BCABB-DJIEIJAD-CGFGA-G
<b>Case Docket:</b>	Joint Pre-Trial Stipulation
<b>Requesting Party Code:</b>	20180111185157
<b>Requesting Party Reference:</b>	CPERRY@browardclerk.org

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EXHIBIT ONE

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE15-016505 (12)

v.

BLUEWATER, INC., *et al.*,

Defendants.

\_\_\_\_\_  
621 SE 5TH COURT, LLC,

Defendant/Cross-Plaintiff,

v.

BLUEWATER, INC., *et al.*,

Cross-Defendants.  
\_\_\_\_\_ /

**JOINT PRE-TRIAL STIPULATION**

Plaintiff, Center Street Lending Fund IV SPE, LLC, ("Plaintiff"), and Defendants, Bluewater, Inc. ("Bluewater"), Anthony Scott Walker ("Walker"), 621 SE 5th Court, LLC ("621 SE 5th"), Joel Laskin ("Laskin"), and Joel Laskin as Trustee of the Joel Laskin Trust ("Laskin Trust") (collectively, the "Defendants"); and also 621 SE 5th as Cross-Plaintiff and Defendant, Bluewater, Walker, Laskin, and Laskin Trust as Cross-Defendants (collectively the "Cross-Defendants"); by and through their respective undersigned counsel, pursuant to the Court's Uniform Trial Order dated April 12, 2019 and Order Resetting Trial dated May 24, 2019, hereby stipulate as follows:

\*\*\* FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 07/24/2019 06:26:57 PM.\*\*\*\*

Unique Code: CAA-CABIABBBBIFBFH-BCABB-DJIEIJAD-CGFGA-G Page 1 of 21



**I. STATEMENT OF THE FACTS**

**a. Plaintiff's Action Against Defendants**

On August 15, 2014, Bluewater executed a promissory note in the amount of \$625,000.00 ("Plaintiff's Note") in favor of Center Street Lending Fund V, LLC. The Note was secured by a Mortgage and Security Agreement executed by Bluewater on the same date ("Plaintiff's Mortgage"), encumbering Bluewater's real property located at 621 SE 5th Court, Fort Lauderdale, Florida 33301 (the "Property"). Plaintiff's Mortgage was originally recorded on September 10, 2014 in the Official Records of Broward County, Florida, Book 51079, Page 609, and it was re-recorded on November 20, 2014 at Book 51259, Page 576. To provide further security for Plaintiff's Note, a Continuing and Unconditional Guaranty ("Plaintiff's Guaranty") was executed by Walker, agreeing to absolutely and unconditionally guarantee the prompt payment and performance of Bluewater. Additionally, Bluewater also executed a Collateral Assignment of Leases, Rents and Profits, which was recorded in the Official Records of Broward County, Florida, Book 51079, Page 630 on September 10, 2014 ("Plaintiff's Assignment of Rents"). Plaintiff's Note, Plaintiff's Mortgage, Plaintiff's Guaranty, and Plaintiff's Assignment of Rents shall be collectively known as the "Plaintiff's Loan Documents". Following execution of the Plaintiff's Loan Documents, Bluewater entered into two loan modification agreements with Center Street Lending Fund V, LLC, extending the maturity date of the Plaintiff's Loan Documents. On October 13, 2014, an Assignment of Mortgage and Security Agreement was recorded in the official Records of Broward County, Florida, Book 51162, Page 751, indicating that Center Street Lending Fund V, LLC had transferred its interest in Plaintiff's Loan Documents to Plaintiff ("Plaintiff's Assignment").

Plaintiff filed this action on September 15, 2015, alleging that Bluewater and Walker had defaulted on the Loan by failing to make required monthly payments and pay off the loan at maturity. Plaintiff's complaint sought four counts for relief: (1) Breach of the Plaintiff's Note; (2) Breach of the Plaintiff's Guaranty; (3) Foreclosure of the Plaintiff's Mortgage; and (4) Assignment of Rents. Plaintiff amended its complaint on March 29, 2016 to add additional defendants related to the Joel Laskin Trust. In total, the defendants included the Defendants and the unknown trustees and beneficiaries of the Joel Laskin Trust, Arcon Roofing ("Arcon"), C. Craig Edewaard Inc. ("Edewaard"), The Pool People West, Inc. ("Pool People"), and two unknown tenants.

Summons and pleadings were personally served. On May 18, 2016, 621 SE 5th filed its answer, affirmative defenses, and its Cross Claim against the Cross-Defendants (the "Cross-Claim"). In its affirmative defenses to Plaintiff's Amended Complaint, 621 SE 5th asserted: (1) criminal usury; (2) civil usury; (3) unclean hands due to usury; (4) estoppel due to usury; (5) not a holder in due course due to usury; (6) 621 SE 5th's right to surplus following entry of judgment for Plaintiff; and (7) Plaintiff's duty to proceed towards judgment in a timely fashion.

Bluewater and Walker asserted their own affirmative defenses on June 18, 2017. With one exception, their defenses were also premised on claims of usury barring enforcement of the Plaintiff's Loan Documents, with an additional defense alleging lack of compliance with conditions precedent. The same day, the Bluewater and Walker filed a Counterclaim for Criminal Usury (the "Bluewater Counterclaim"). On May 10, 2018, Bluewater and Walker moved for summary judgment on the Bluewater Counterclaim. Plaintiff responded in opposition and moved for summary judgment on the Bluewater Counterclaim as well. On February 7, 2019, this Court entered an order on the respective motions for summary judgment, ruling in Plaintiff's

favor and finding, “Thus, while the [Bluewater and Walker] claim that [Plaintiff] intended to charge a usurious interest rate, they have failed to present any material facts supporting their claims because the Loan Documents clearly refute those claims. As such, this Court determines that [Plaintiff] has carried its burden of showing that the subject loans were not usurious.”

Bluewater and Walker have filed several appeals of this order (twice to the Fourth District and twice to the Florida Supreme Court), the most recent being a Petition for Writs of Mandamus, Prohibition, Quo Warranto, and for Certiorari with the Florida Supreme Court on July 5, 2019, which remains pending.

On June 13, 2018, Plaintiff moved to sequester rents taken from the Property, citing Bluewater’s breach and Plaintiff’s rights under the Plaintiff’s Loan Documents. Bluewater and Walker opposed the motion on the basis of their usury defenses, but the Court entered an order granting the motion on October 4, 2018. Bluewater and Walker’s appeals of this order have been rejected.

On February 6, 2019, an Assignment of Beneficial Interest under Mortgage and Security Agreement was recorded in the Official Records of Broward County, Instrument #115598538, transferring Plaintiff’s interest in Plaintiff’s Loan Documents to Center Street Lending V SPE, LLC. The same day, an Assignment of Beneficial Interest Under Collateral Assignment of Leases, Rents and Profits between Plaintiff and Center Street Lending V SPE, LLC, was recorded in the Official Records of Broward County, Florida, Instrument No. 115598539.

On March 19, 2019, Laskin and the Laskin Trust filed an answer to the Amended Complaint. In it, they raised two affirmative defenses, both claiming that the Plaintiff’s Loan Documents are usurious and so are “void, voidable, or unenforceable,” and thereby alleging that their recorded mortgages are not inferior or subordinate to the Plaintiff’s Loan Documents.

The remaining defendants named in Plaintiff's Amended Complaint were dropped on April 2, 2019.

**b. 621 SE 5th's Cross-Claim against Cross-Defendants**

On August 15, 2014, Bluewater executed a promissory note in favor of 621 SE 5th (the "621 SE 5th Note") in the amount of \$180,000.00. To secure the debt, Bluewater also executed a mortgage on the Property dated August 15, 2014 (the "621 SE 5th Mortgage") (collectively the "621 SE 5th Loan Documents"). The 621 SE 5th Mortgage was recorded on September 10, 2014 in the Official Records of Broward County, Florida, Book 51079, Page 626. Bluewater failed to make payments due under the 621 SE 5th Note and Mortgage and so on May 18, 2016, 621 SE 5th's filed its Cross-Claim against the Cross-Defendants, along with the unknown trustee and beneficiaries of the Joel Laskin Trust, Arcon, Edewaard, the Pool People, Eileen Avila, and the Unknown Tenants. The Cross-Claim seeks four counts for relief: (1) breach of contract for the 621 SE 5th Note against Bluewater; (2) mortgage foreclosure; (3) unjust enrichment against Bluewater; and (4) declaratory relief to determine that the interest rate under the 621 SE 5th Loan Documents is not usurious and that Bluewater is in default, along with additional relief.

On July 25, 2016, Bluewater and Walker filed their Answer and Affirmative Defenses to the Cross-Claim, asserting affirmative defenses that: (1) 621 SE 5th does not have the 621 SE 5th Note and Mortgage in its possession and has failed to allege a lost note count as required under Florida law; (2) 621 SE 5th lacked standing to bring the Cross-Claim; (3) 621 SE 5th does not meet the requirements for a holder in due course; (4) 621 SE 5th failed to comply with conditions precedent; (5) 621 SE 5th is not entitled to attorneys' fees, as it has failed to plead entitlement with specificity; (6) 621 SE 5th lacks jurisdiction as it does not possess the subject

loan documents; and (7) and (8) concerning alleged civil and criminal usury under the terms of the 621 SE 5th Loan Documents.

On April 17, 2017, Laskin and the Laskin Trust filed their answer to the Cross-Claim. In it, they denied 621 SE 5th's entitlement to relief, but they asserted no affirmative defenses.

## II. STIPULATED FACTS

### a. Plaintiff's Action Against Defendants

The Parties stipulate to the following facts:

1. The subject Loan Documents were duly executed by the Defendants, and are otherwise genuine and authentic.
2. Bluewater and Walker have defaulted on their repayment obligations under Plaintiff's Loan Documents;
3. Plaintiff's Mortgage places a first-priority mortgage lien on the Property;
4. Plaintiff's lien on the Property is superior to that of any other party, to the degree Plaintiff's Loan Documents are found enforceable.
5. That on October 19, 2015, Plaintiff's employee Richard Vu, in providing and explaining a reinstatement quote to Walker, told Walker in an email, "The regular interest rate is 13%, but the loan is currently at the default rate of 30%."

### b. 621 SE 5th's Cross-Claim against Cross-Defendants

The Parties stipulate to the following facts:

1. The execution and terms of the 621 SE 5th Loan Documents;
2. Bluewater defaulted on its repayment obligations under the 621 SE 5th Loan Documents;
3. 621 SE 5th's Mortgage places a mortgage lien on the Property.

**III. STATEMENT OF DISPUTED LAW AND FACT**

**a. Plaintiff's Action Against Defendants**

With respect to Plaintiff's action, the Parties agree that the main disputed issue of law and fact is whether Plaintiff's Loan Documents are usurious and whether Plaintiff is barred from enforcing them as a result. However, the Parties recognize that this Court has previously found, by granting summary judgment in favor of Plaintiff on Defendants' Counterclaim, that no usury was intended or committed with respect to Plaintiff's Loan Documents. Defendants maintain this ruling was in error, and that this ruling precludes them from prevailing on this defense to foreclosure at trial.

Bluewater and Walker also dispute that Plaintiff has complied with conditions precedent to the filing of this action, specifically "required written notices and waiver." Plaintiff contends that a plain text reading of the Plaintiff's Loan Documents shows that there are no conditions precedent, that no evidence has been provided in support of this affirmative defense, and that the defense is not pled with the required specificity under Fla. R. Civ. P. 1.120(c).

Bluewater and Walker contend that the Loan Documents are Criminally Usurious with an illegal Thirty Percent interest and Five Percent illegal interest for Late Charges. Defendants contend that these rates violate the Chapter 687 Usury making these contracts illegal and unenforceable by the courts of Florida. Defendants maintain that the usurious nature of the transaction can be quantified by "simple mathematics, supported by two Affidavits of Criminal Usury in the court file that have emails from Mr. Richard Vu, a collection officer and employee of the plaintiff in which he demands the "Default Rate" and enumerates the Criminally Usurious demand for Thirty Percent illegal rate from the defendants."

Otherwise, the Parties recognize that it is Plaintiff's burden to prove: (1) the existence and terms of Plaintiff's Loan Documents; (2) the default under the terms of Plaintiff's Loan Documents by non-payment and failure to cure the default; (3) standing of Plaintiff at the time of this action's commencement; (4) satisfaction of conditions precedent to bringing this action, to the extent any exist; (5) the superiority of Plaintiff's claim; (6) the lack of merit of the Defendants' affirmative defenses; and (7) the amount of damages to which Plaintiff is entitled.

**b. 621 SE 5th's Cross-Claim against Cross-Defendants**

The Parties recognize that it is 621 SE 5th's burden to prove: (1) the existence and terms of the 621 SE 5th Loan Documents; (2) the default under the terms of the 621 SE 5th Loan Documents by non-payment and failure to cure the default; (3) standing of 621 SE 5th at the time of the Cross-Claim's commencement; (4) the lack of and/or waiver of conditions precedent to bringing the Cross-Claim; (5) the superiority of 621 SE 5th's claim; (6) the lack of merit of the Cross-Defendants' affirmative defenses; and (7) the amount of damages to which 621 SE 5th is entitled. Alternatively, 621 SE 5th must prove the elements of unjust enrichment, including that; (1) it conferred a benefit on Bluewater in the form of the loan; (2) that Bluewater knew and appreciated the benefit; (3) that Bluewater retained the benefit; (4) that it would be inequitable for Bluewater to retain the benefit without providing compensation for it; and (5) that 621 SE 5th lacks an adequate remedy at law.

Other than is set forth in the stipulated facts, the Parties dispute each and every of these elements of 621 SE 5th's causes of action, as primarily embodied in Bluewater and Walker's affirmative defenses.

**IV. EXHIBIT LISTS**

The Parties' Exhibit Lists are attached hereto as Exhibits 1 through 2 respectively.

**V. WITNESS LISTS**

The Parties' Witness Lists are attached hereto as Exhibits 3 through 4 respectively.

**VI. PENDING MOTIONS**

Plaintiff's Motion to Dispense with Mediation, filed on or about July 18, 2019.

Defendants' Motion to Continue Trial, filed on or about July 23, 2019.

**VII. TRIAL ESTIMATE**

**a. Plaintiff's Action Against Defendants**

i. Plaintiff

a. Plaintiff believes its case in chief will take less than two hours.

ii. Bluewater/Walker

a. Defendants believe its case in chief will take one day.

iii. 621 SE 5th

a. n/a

iv. Joel Laskin and Joel Laskin Trust

a. n/a

**b. 621 SE 5th's Cross-Claim against Cross-Defendants**

i. 621 SE 5th

a. n/a

ii. Bluewater/Walker

a. n/a

iii. Joel Laskin and Joel Laskin Trust

a. n/a

iv. Plaintiff

- a. Plaintiff is not a party to the Cross-Claim.

**VIII. EXPERT CHALLENGES**

Defendants will raise challenges to the expert and challenge his expertise and lack of qualifications to testify.

**IX. MISCELLANEOUS MATTERS TO BE BROUGHT TO COURT'S ATTENTION**

- a. Counsel for Defendants, Joel Laskin and Joel Laskin, Trustee of the Joel Laskin Trust (collectively, "Laskin"), Steven Graham, Esq., was not available to complete this Stipulation due to an family emergency occurring on or about July 23, 2019. Counsel for the parties have communicated with Mr. Graham, and the parties have no objection to the filing of a Supplemental Pre-Trial Stipulation to address matters specific to Laskins' defenses to this action.

- b. Defendant 621 SE 5<sup>th</sup> Court, LLC was previously represented by Counsel in this matter, Henny Shomar, Esq. of Tripp Scott. Mr. Shomar and his firm were granted permission to withdraw as counsel, but 621 SE 5<sup>th</sup> Court, LLC has elected not to retain new counsel to carry on with the defense of this case. Because this corporate defendant cannot execute the Stipulation without counsel, 621 SE 5<sup>th</sup> Court, LLC is not a party to this Joint Stipulation (although they have been provided copies of this filing).

Respectfully submitted July 24, 2019.

**GARY BARCUS, ESQ.**  
1689 SW 158 Avenue  
Pembroke Pines, FL 33027  
Telephone: (954) 618-9530  
Counsel for Bluewater Inc. and  
Anthony Scott Walker

By: /s/ Gary Barcus, Esq.  
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**STEVEN GRAHAM, P.A.**  
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Counsel for Joel Laskin and  
Joel Laskin Trust

By: /s/ Stephen Graham, Esq.  
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**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
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Telephone: (954) 768-1600  
Counsel for Plaintiff

By: /s/ David Levin, Esq.  
Florida Bar No. 26394  
[dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com)

**621 SE 5TH COURT, LLC**  
720 N. Victoria Park Road  
Fort Lauderdale, FL 33304

By: /s/ Jeff Rust, Manager<sup>1</sup>  
[rustyjeff@me.com](mailto:rustyjeff@me.com)

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<sup>1</sup> 621 SE 5th's counsel withdrew from this action pursuant to this Court's order dated May 6, 2019. 621 SE 5th has not, to date, retained new counsel.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Pre-Trial Stipulation was filed electronically and was sent by e-mail from the Florida Courts' E-Filing Portal system, or by U.S. Mail, on all counsel or parties of record listed below, this July 24, 2019.

**via E-Filing Portal**

Steven Graham, Esq.  
Steven Graham, P.A.  
220 S. Dixie Highway  
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Co-Counsel for Bluewater Inc. and  
Anthony Scott Walker

621 SE 5th Court, LLC  
c/o Jeffrey Rust, Manager  
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[Kim@venturevestllc.com](mailto:Kim@venturevestllc.com)

**via U.S. Mail**

Unknown Tenant #1  
621 SE 5 Court  
Fort Lauderdale, FL 33301

Unknown Tenant #2  
621 SE 5 Court  
Fort Lauderdale, FL 33301

/s/ David B. Levin

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE15-016505 (12)

v.

BLUEWATER, INC., *et al.*,

Defendants.

---

621 SE 5TH COURT, LLC,

Defendant/Cross-Plaintiff,

v.

BLUEWATER, INC., *et al.*,

Cross-Defendants.

---

**PLAINTIFF'S EXHIBIT LIST FOR TRIAL**

Plaintiff, Center Street Lending Fund IV SPE, LLC ("Center Street" or "Plaintiff"), attaches to the Joint Pre-Trial Stipulation its Exhibit List for Trial, as required by the Court's Uniform Trial Order dated April 12, 2019 and Order Resetting Trial dated May 24, 2019.

Plaintiff reserves the right to introduce the following exhibits:

1. Original Promissory Note dated August 11, 2014 between Bluewater, Inc. and Center Street Lending Fund V, LLC, in the amount of \$625,000.00.
2. Original and/or certified recorded copy of Mortgage dated August 11, 2014 between Bluewater, Inc. and Center Street Lending Fund V, LLC, placing a lien on real property located at 621 SE 5th Court, Fort Lauderdale, Florida 33301.

**Exhibit 1**

3. Original Continuing and Unconditional Guaranty dated August 11, 2014, signed by Anthony Scott Walker, guarantying prompt payment and performance of the above Note and Mortgage.

4. Original and/or certified recorded copy of Assignment of Mortgage and Security Agreement, recorded in the Official Records of Broward County, Florida, Book No. 51162, Page 751; between Center Street Lending Fund V, LLC and Plaintiff.

5. Original and/or certified recorded copy of Assignment of Beneficial Interest under Mortgage and Security Agreement, recorded in the Official Records of Broward County, Instrument #115598538, between Plaintiff and Center Street Lending V SPE, LLC.

6. Original First Loan Modification and Extension of the above Note and Mortgage, dated February 9, 2015, between Bluewater and Center Street Lending Fund V, LLC.

7. Original Second Loan Modification and Extension of the above Note and Mortgage, dated May 11, 2015, between Bluewater and Center Street Lending Fund V, LLC.

8. Original and/or Certified Recorded Copy of Collateral Assignment of Leases, Rents and Profits, dated August 11, 2015, recorded in the Official Records of Broward County, Florida, Book 51079, Page 630; between Bluewater and Center Street Lending Fund V, LLC.

9. Original and/or certified recorded copy Assignment of Beneficial Interest Under Collateral Assignment of Leases, Rents and Profits, dated January 30, 2019, recorded in the Official Records of Broward County, Florida, Instrument No. 115598539; between Plaintiff and Center Street Lending V SPE, LLC.

10. Certified copy of Certification of Possession of Original Promissory Note filed in this action on September 15, 2015.

11. Loan Payment History for the subject loan, documenting payments received over the life of the loan, the application of those payments, and any and all authorized fees and charges.

12. Compilation of monthly Loan Payment Statements and Delinquent Payment Notices sent to Bluewater for the life of the subject loan.

13. Loan Payoff and Escrow Breakdown, reflecting the amounts due on the loan as of the date of trial.

14. All correspondence between Plaintiff and defendant Anthony Scott Walker concerning the subject loan.

15. Records documenting the fees and costs incurred by undersigned counsel, Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, in representing Plaintiff in this action.

16. Such impeachment and rebuttal exhibits as may be necessary based on testimony at trial.

Respectfully submitted July 24, 2019.

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
Fort Lauderdale, Florida 33394  
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Counsel for Plaintiff

By: /s/ David B. Levin  
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CENTER STREET LENDING  
FUND IV SPE, LLC,

Plaintiff,

vs.

BLUEWATER, INC., ANTHONY  
SCOTT WALKER, et al,

\_\_\_\_\_ /  
Defendants.

IN THE CIRCUIT COURT OF THE  
17<sup>th</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY,  
FLORIDA

CASE NOs.: CACE 15-016505 (12)  
CACE 16-005839

FLA. BAR NO.: 480400

**DEFENDANTS' & COUNTERCLAIMANTS' EXHIBIT LIST**

PLEASE TAKE NOTICE that Bluewater, Inc. and Mr. Anthony Walker provide this Exhibit List as follows:  
All documents attached to the Plaintiff's Exhibit Lists and filings in each and both of the combined lawsuits, including but not limited to both of the Mortgages, Promissory Notes, any assignments, payment records, correspondences, emails, letters, all notices, payment history, default notices, demands for Criminal Usury Default Rate illegal interest of Thirty Percent and Five Percent Late Charges by the plaintiff of the defendants, all Affidavits filed by the defendants and the documents attached to each and every such Document/Exhibit/Emails attached to the Affidavits, transactional documents used in the formation, execution and breaches of the Mortgages and Promissory Notes, the notices of Criminally Usurious illegal interest rates charged by the plaintiff, business records, and all other documents attached to the Pretrial Stipulations by the plaintiff, communications from Richard Vu to the defendants regarding plaintiff's demands for Criminally Usurious illegal interest, and all documents proffered for information and/or evidence by the plaintiff.

**Exhibit 2**

Unique Code: CAA-CABIABBBBIFBFH-BCABB-DJIEIJAD-CGFGA-G Page 16 of 21

I HEREBY CERTIFY that a true copy of this Exhibit List was served July 24, 2019, to:

**Service List:**

Mr. David Levin, Esq., Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, 100 SE Third Avenue, Suite 1620, Fort Lauderdale, Florida 33394 [dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com);  
Mr. Henry Shomar, Esq., Tripp Scott, P.A., Attorneys for 621 SE 5<sup>th</sup> Court, LLC, [hls@trippscott.com](mailto:hls@trippscott.com), and [iah@trippscott.com](mailto:iah@trippscott.com);  
Mr. Steven Graham, Esq., Steven Graham, P.A., attorney for Joel Laskin and Joel Laskin Trust, at [StevenGrahamEsq@aol.com](mailto:StevenGrahamEsq@aol.com); Arcon Roofing, 2280 NW 16<sup>th</sup> Street, Pompano Beach, Florida 33069;  
Ms. Melva Rozier, Esq., Co-Counsel for Bluewater, Inc. and Mr. Anthony Walker, [Melvarozier@aol.com](mailto:Melvarozier@aol.com);  
Mr. Gary Barcus, Esq., Attorney for Bluewater, Inc. and Mr. Anthony S. Walker, 1689 SW 158 Avenue, Pembroke Pines, Florida 33027 (954) 618-9530 [barcusgab@aol.com](mailto:barcusgab@aol.com)

Gary Barcus, Esq.  
Attorney for Bluewater, Inc. and  
Mr. Anthony Walker  
1689 SW 158 Avenue  
Pembroke Pines, Florida 33027  
(954) 618-9530  
[barcusgab@aol.com](mailto:barcusgab@aol.com)

/s/ Gary Barcus, Esq.

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE15-016505 (12)

v.

BLUEWATER, INC., *et al.*,

Defendants.

---

**PLAINTIFF'S WITNESS LIST FOR TRIAL**

Plaintiff, Center Street Lending Fund IV SPE, LLC ("Center Street" or "Plaintiff"),  
attaches to the Joint Pre-Trial Stipulation its Witness List for Trial, as required by the Court's  
Uniform Trial Order dated April 12, 2019 and Order Resetting Trial dated May 24, 2019.

1. Stephen Couig, or Luis Montero, or Richard Vu  
Corporate Representative of Center Street Lending Fund IV SPE, LLC  
c/o Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
100 SE 3rd Avenue, Suite 1620  
Fort Lauderdale, Florida 33394

Fact Witness

Plaintiff's Corporate Representative will testify concerning the allegations in the  
Amended Complaint, including Plaintiff's standing to enforce the loan documents, the  
breach of the Loan Documents, and Plaintiff's resulting damages.

2. David Rodstein, Esq.  
c/o Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
100 SE 3rd Avenue, Suite 1620  
Fort Lauderdale, Florida 33394

Expert witness

Mr. Rodstein will testify concerning the reasonableness of the time incurred and fees  
expended representing Plaintiff in this matter by undersigned counsel Baker, Donelson,  
Bearman, Caldwell & Berkowitz, PC.

**Exhibit 3**

Mr. Rodstein has expertise in state and Federal court litigation through trial and appeal, primarily in the areas of creditor and debtor rights, business, bankruptcy, construction, and real estate.

3. Anthony Scott Walker  
Individually and as Corporate Representative of Bluewater, Inc.  
c/o Gary Barcus, Esq.  
1689 SW 158 Avenue  
Pembroke Pines, FL 33027

Fact Witness

Mr. Walker will testify concerning the terms and obligations of the subject loan documents, his and Bluewater's breach of those obligations, and their affirmative defenses.

4. All other witnesses listed on any Witness List filed by any other party in this action.

Respectfully submitted July 24, 2019.

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
Fort Lauderdale, Florida 33394  
Telephone: (954) 768-1600  
Telecopier: (954) 333-3930  
Counsel for Plaintiff

By: /s/ David B. Levin  
Florida Bar No.: 026394  
dlevin@bakerdonelson.com

CENTER STREET LENDING  
FUND IV SPE, LLC,

Plaintiff,

vs.

BLUEWATER, INC., ANTHONY  
SCOTT WALKER, et al,

\_\_\_\_\_  
Defendants. \_\_\_\_\_/

IN THE CIRCUIT COURT OF THE  
17<sup>th</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY,  
FLORIDA

CASE NOS.: CACE 15-016505 (12)  
CACE 16-005839

FLA. BAR NO.: 480400

**DEFENDANTS' & COUNTERCLAIMANTS' AMENDED WITNESS LIST**

PLEASE TAKE NOTICE that Bluewater, Inc. and Mr. Anthony Walker

Provide this Witness List and follows:

Witness for Bluewater, Inc. is its President Mr. Anthony Walker, who will testify on all facts in these lawsuits including but not limited to the formation, execution and breaches of the Mortgages and Promissory Notes, the Criminally Usurious illegal interest rates charged by the plaintiff, all facts substantiating the pled Affirmative Defenses and all Counterclaims, rebuttal facts, impeachment facts, conversations and emails with Richard Vu regarding plaintiff's demands for Criminally Usurious illegal interest, corroborate all documents and business records, authenticate all documents and affidavits and record filings, and all other matters necessary, relevant and proper to support the Rule of Law as well as authenticate the pending Petition for a Writ of Prohibition, Writ of Mandamus and Writ of Certiorari of the not final Order Granting Summary Judgment in favor of the plaintiff.

Witness for Mr. Anthony Walker will be Mr. Anthony Walker, who will testify on all facts in these lawsuits including but not limited to the formation, execution and breaches of the Mortgages and Promissory Notes, the Criminally Usurious illegal interest rates charged by the plaintiff, all facts substantiating the pled Affirmative Defenses and all Counterclaims, rebuttal facts, impeachment facts, conversations and emails with Richard Vu regarding plaintiff's demands for Criminally Usurious illegal interest, corroborate all documents and business records, authenticate all documents and affidavits and record filings, and all other matters necessary, relevant and proper to support the Rule of Law as well as authenticate the pending Petition for a Writ of Prohibition, Writ of Mandamus and Writ of Certiorari of the not final Order Granting Summary Judgment in favor of the plaintiff.

**Exhibit 4**

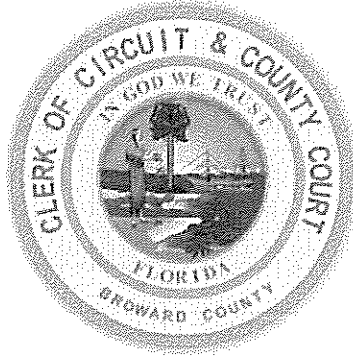
I HEREBY CERTIFY that a true copy of this Witness List was served July 24, 2019, to:

**Service List:**

Mr. David Levin, Esq., Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, 100 SE Third Avenue, Suite 1620, Fort Lauderdale, Florida 33394 [dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com); Mr. Henry Shomar, Esq., Tripp Scott, P.A., Attorneys for 621 SE 5<sup>th</sup> Court, LLC, [hls@trippscott.com](mailto:hls@trippscott.com), and [iah@trippscott.com](mailto:iah@trippscott.com); Mr. Steven Graham, Esq., Steven Graham, P.A., attorney for Joel Laskin and Joel Laskin Trust, at [StevenGrahamEsq@aol.com](mailto:StevenGrahamEsq@aol.com); Arcon Roofing, 2280 NW 16<sup>th</sup> Street, Pompano Beach, Florida 33069; Ms. Melva Rozier, Esq., Co-Counsel for Bluewater, Inc. and Mr. Anthony Walker, [Melvarozier@aol.com](mailto:Melvarozier@aol.com); Mr. Gary Barcus, Esq., Attorney for Bluewater, Inc. and Mr. Anthony S. Walker, 1689 SW 158 Avenue, Pembroke Pines, Florida 33027 (954) 618-9530 [barcusgab@aol.com](mailto:barcusgab@aol.com)

Gary Barcus, Esq.  
Attorney for Bluewater, Inc. and  
Mr. Anthony Walker  
1689 SW 158 Avenue  
Pembroke Pines, Florida 33027  
(954) 618-9530  
[barcusgab@aol.com](mailto:barcusgab@aol.com)

/s/ Gary Barcus, Esq.



## Electronically Certified Court Record

### (Cover Page)

This cover page is for informational purposes only and is not a requirement when presenting the **Electronic Certified Document**. Directly below the cover page, at the bottom of page 1, you will find the digital signature bearing the identity and authority of the Clerk. On the left side of each page is a unique code identifying the electronic certification for this document.

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<b>Agency Name:</b>	Broward County Clerk of Courts
<b>Clerk of the Circuit Court:</b>	Honorable Brenda D. Forman
<b>Date Issued:</b>	7/26/2019 2:57:05 PM
<b>Unique Reference Number:</b>	CAA-CABIABBBBIFBFH-BCABB-DJIEIJEH-CGFGB-C
<b>Case Docket:</b>	Joint Pre-Trial Stipulation
<b>Requesting Party Code:</b>	20180111185157
<b>Requesting Party Reference:</b>	CPERRY@browardclerk.org

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IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE16005839 (12)

v.

BLUEWATER, INC., *et al.*,

Defendants.

\_\_\_\_\_/

SREI, LLC,

Defendant/Cross-Plaintiff,

v.

BLUEWATER, INC., *et al.*,

Cross-Defendants.

\_\_\_\_\_/

**JOINT PRE-TRIAL STIPULATION**

Plaintiff, Center Street Lending Fund IV SPE, LLC, ("Plaintiff"), and Defendants, Bluewater, Inc. ("Bluewater"), Anthony Scott Walker ("Walker"), SREI, LLC ("SREI"), Premier Sunshine Properties, Inc. ("Premier") (collectively, the "Defendants"); and also SREI as Cross-Plaintiff and Bluewater and Premier as Cross-Defendants (collectively the "Cross-Defendants"); by and through their respective undersigned counsel, pursuant to the Court's Uniform Trial Order dated April 12, 2019, hereby stipulate as follows:

\*\*\* FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 07/24/2019 06:28:30 PM.\*\*\*



**I. STATEMENT OF THE FACTS**

**a. Plaintiff's Action Against Defendants**

On August 25, 2014, Bluewater executed a promissory note in the amount of \$316,000.00 ("Plaintiff's Note") in favor of Center Street Lending Fund VII SPE, LLC. The Note was secured by a Mortgage and Security Agreement executed by Bluewater on the same date ("Plaintiff's Mortgage"), encumbering Bluewater's real property located at 1643-1645 NE 17th Ave., Fort Lauderdale, Florida 33305 (the "Property"). Plaintiff's Mortgage was recorded on September 3, 2014 in the Official Records of Broward County, Florida, Instrument No. 112503288. To provide further security for Plaintiff's Note, a Continuing and Unconditional Guaranty ("Plaintiff's Guaranty") was executed by Walker, agreeing to absolutely and unconditionally guarantee the prompt payment and performance of Bluewater. Additionally, Bluewater also executed a Collateral Assignment of Leases, Rents and Profits, which was recorded in the Official Records of Broward County, Florida, Instrument No. 112503289 on September 3, 2014 ("Plaintiff's Assignment of Rents"). Plaintiff's Note, Plaintiff's Mortgage, Plaintiff's Guaranty, and Plaintiff's Assignment of Rents shall be collectively known as the "Plaintiff's Loan Documents". Following execution of the Plaintiff's Loan Documents, Bluewater entered into two loan modification agreements with Center Street Lending Fund VII, SPE, LLC, extending the maturity date of the Plaintiff's Loan Documents.

On September 23, 2014, a Collateral Assignment of Mortgage and Security Agreement was recorded in the Official Records of Broward County, Florida, Book No. 51113, Page 733; indicating Center Street Lending Fund VII SPE, LLC had transferred its interest in Plaintiff's Loan Documents to CSL Lenders, LLC ("Plaintiff's First Assignment"). On May 18, 2015, an Assignment of Mortgage and Security Agreement was recorded in the Official Records of

Broward County, Florida, Instrument No. 112993649; indicating CSL Lenders LLC had transferred its interest in Plaintiff's Loan Documents to Plaintiff ("Plaintiff's Second Assignment").

Plaintiff filed this action on March 30, 2016, alleging that Bluewater and Walker had defaulted on the Loan by failing to make required monthly payments and pay off the loan at maturity. Plaintiff's complaint sought four counts for relief: (1) Breach of the Plaintiff's Note; (2) Breach of the Plaintiff's Guaranty; (3) Foreclosure of the Plaintiff's Mortgage; and (4) Assignment of Rents. Plaintiff amended its complaint on June 30, 2016 to add an additional defendant. In total, the defendants included the Defendants and C. Croix Edward, Inc., Unknown Spouse of William McAinsh III, C. Craig Edeward, Inc., and two unknown tenants.

Summons and pleadings were personally served. On August 29, 2016, Premier filed its answer to the Amended Complaint, raising no affirmative defenses. On November 15, 2016, SREI filed its answer, affirmative defenses, and its Cross Claim against the Cross-Defendants (the "Cross-Claim"). In its affirmative defenses to Plaintiff's Amended Complaint, SREI asserted: (1) criminal usury; (2) civil usury; (3) unclean hands due to usury; (4) estoppel due to usury; (5) not a holder in due course due to usury; (6) SREI's right to surplus following entry of judgment for Plaintiff; and (7) Plaintiff's duty to proceed towards judgment in a timely fashion.

Bluewater and Walker asserted their own affirmative defenses on May 15, 2017. With one exception, their defenses were also premised on claims of usury barring enforcement of the Plaintiff's Loan Documents, with an additional defense alleging lack of compliance with conditions precedent. The same day, the Bluewater and Walker filed a Counterclaim for Criminal Usury (the "Bluewater Counterclaim"). On October 23, 2018, Plaintiff moved for summary judgment on the Bluewater Counterclaim. On March 20, 2019, this Court entered an

order on the respective motions for summary judgment, ruling in Plaintiff's favor and finding, "Thus, while the [Bluewater and Walker] claim that [Plaintiff] intended to charge a usurious interest rate, they have failed to present any material facts supporting their claims because the Loan Documents clearly refute those claims. As such, this Court determines that [Plaintiff] has carried its burden of showing that the subject loans were not usurious."

Bluewater and Walker have filed several appeals of this order (twice to the Fourth District and twice to the Florida Supreme Court), the most recent being a Petition for Writs of Mandamus, Prohibition, Quo Warranto, and for Certiorari with the Florida Supreme Court on July 5, 2019, which remains pending.

On June 13, 2018, Plaintiff moved to sequester rents taken from the Property, citing Bluewater's breach and Plaintiff's rights under the Plaintiff's Loan Documents. Bluewater and Walker opposed the motion on the basis of their usury defenses, but the Court entered an order granting the motion on October 4, 2018. Monthly rent payments have been periodically deposited into the Court's registry thereafter. Bluewater and Walker's appeals of this order have been rejected.

On February 6, 2019, an Assignment of Beneficial Interest under Mortgage and Security Agreement was recorded in the Official Records of Broward County, Instrument #115598540, stating that Plaintiff's interest in Plaintiff's Loan Documents was transferred to Center Street Lending V SPE, LLC. The same day, an Assignment of Beneficial Interest Under Collateral Assignment of Leases, Rents and Profits between Plaintiff and Center Street Lending V SPE, LLC, was recorded in the Official Records of Broward County, Florida, Instrument No. 115598541.

On March 19, 2019, Laskin and the Laskin Trust filed an answer to the Amended Complaint. In it, they raised two affirmative defenses, both claiming that the Plaintiff's Loan Documents are usurious and so are "void, voidable, or unenforceable," and thereby alleging that their recorded mortgages are not inferior or subordinate to the Plaintiff's Loan Documents.

C. Craig Edewaard was found in default on November 3, 2016, while the remaining defendants were dropped the same day.

**b. SREI's Cross-Claim against Cross-Defendants**

On August 25, 2014, Bluewater executed a promissory note in favor of SREI (the "SREI Note") in the amount of \$100,000. To secure the debt, Bluewater also executed a mortgage on the Property dated August 25, 2014 (the "SREI Mortgage") (collectively the "SREI Loan Documents"). The SREI Mortgage was recorded on September 3, 2014 in the Official Records of Broward County, Florida, Book 51060, Page 1736. Bluewater failed to make payments due under the SREI Note and Mortgage and so on November 15, 2016, SREI filed its Cross-Claim against the Cross-Defendants, along with the Cr. Craig Edewaard, Inc., Unknown Spouse of William McAinish, and the unknown tenants. The Cross-Claim seeks four counts for relief: (1) breach of contract for the SREI Note against Bluewater; (2) mortgage foreclosure; (3) unjust enrichment against Bluewater; and (4) enforcement of lost note, as the SREI Note had been lost and was not in SREI's possession.

On March 27, 2017, Bluewater and Walker filed their Answer and Affirmative Defenses to the Cross-Claim, asserting affirmative defenses that: (1) SREI does not have the SREI Note and Mortgage in its possession and has failed to allege a valid lost note count as required under Florida law; (2) SREI lacked standing to bring the Cross-Claim; (3) SREI does not meet the requirements for a holder in due course; (4) SREI failed to comply with conditions precedent; (5)

SREI is not entitled to attorneys' fees, as it has failed to plead entitlement with specificity; (6) SREI lacks jurisdiction as it does not possess the subject loan documents; and (7) several defenses concerning alleged civil and criminal usury under the terms of the SREI Loan Documents.

## II. STIPULATED FACTS

### a. Plaintiff's Action Against Defendants

The Parties stipulate to the following facts:

1. The subject Loan Documents were duly executed by the Defendants, and are otherwise genuine and authentic.
2. Bluewater and Walker have defaulted on their repayment obligations under Plaintiff's Loan Documents;
3. Plaintiff's Mortgage places a first-priority mortgage lien on the Property;
4. Plaintiff's lien on the Property is superior to that of any other party, to the degree Plaintiff's Loan Documents are found enforceable.

### b. SREI's Cross-Claim against Cross-Defendants

The Parties stipulate to the following facts:

1. The execution and terms of the SREI Loan Documents;
2. Bluewater defaulted on its repayment obligations under the SREI Loan Documents;
3. SREI's Mortgage places a mortgage lien on the Property.
4. Attorney Daniel A. Jacobson handled the closing on the purchase of the Property and further drafted the SREI Loan Documents. Pursuant to Daniel A. Jacobson's testimony of April 5th, 2018 in this matter, Daniel A. Jacobson has no knowledge

as to the whereabouts of the originals of the SREI Loan Documents or what became of them after the closing.

**III. STATEMENT OF DISPUTED LAW AND FACT**

**a. Plaintiff's Action Against Defendants**

With respect to Plaintiff's action, the Parties agree that the main disputed issue of law and fact is whether Plaintiff's Loan Documents are usurious and whether Plaintiff is barred from enforcing them as a result. However, the Parties recognize that this Court has previously found, by granting summary judgment in favor of Plaintiff on Defendants' Counterclaim, that no usury was intended or committed with respect to Plaintiff's Loan Documents. Defendants maintain this ruling was in error, and that this ruling precludes them from prevailing on this defense to foreclosure at trial.

Bluewater and Walker also dispute that Plaintiff has complied with conditions precedent to the filing of this action, specifically "required written notices and waiver." Plaintiff contends that a plain text reading of the Plaintiff's Loan Documents shows that there are no conditions precedent, that no evidence has been provided in support of this affirmative defense, and that the defense is not pled with the required specificity under Fla. R. Civ. P. 1.120(c).

Bluewater and Walker contend that the Loan Documents are Criminally Usurious with an illegal Thirty Percent interest and Five Percent illegal interest for Late Charges. Defendants content that these rates violate the Chapter 687 Usury making these contracts illegal and unenforceable by the courts of Florida. Defendants maintain that the ursurious nature of the transaction can be quantified by "simple mathematics, supported by two Affidavits of Criminal Usury in the court file that have emails from Mr. Richard Vu, a collection officer and employee

of the plaintiff in which he demands the "Default Rate" and enumerates the Criminally Usurious demand for Thirty Percent illegal rate from the defendants."

As it concerns SREI, LLC, SREI, LLC acknowledges: 1) that its mortgage was recorded after the mortgage seeking to be foreclosed upon; 2) that the lien of its mortgage is junior and inferior to the lien of the mortgage attempting to be foreclosed upon; 3) SREI, LLC retains its right to seek reimbursement from any potential surplus that may result from a potential future auction of the property should judgment be entered.

As it concerns Premier Sunshine, Premier acknowledges: 1) that its mortgage was recorded after the mortgages seeking to be foreclosed upon; 2) that the lien of its mortgage is junior and inferior to the lien of the mortgages attempting to be foreclosed upon; 3) that should the court hold said mortgages to be valid and enforceable, that as a junior lien holder, its mortgage interest in the property would be rightfully foreclosed; 4) that the collectibility of Premier's note is not at issue in this action; 5) Premier retains its right to seek reimbursement from any potential surplus that may result from a potential future auction of the property should judgment be entered; 6) that it does not object to the Joint Pre-Trial Stipulation, but would request that the address reflected on the stipulation for our office be updated to reflect our office address as reflected below; 7) that Premier consents to the entry of Judgment in favor of the mortgage holders; and 8) that it does not intend to appear at the trial to make argument in favor of or in opposition to either the Defendant's or Plaintiff's principal cases in fact, and does not intend to call its own witnesses or introduce its own evidence.

Otherwise, the Parties recognize that it is Plaintiff's burden to prove: (1) the existence and terms of Plaintiff's Loan Documents; (2) the default under the terms of Plaintiff's Loan Documents by non-payment and failure to cure the default; (3) standing of Plaintiff at the time of

this action's commencement; (4) satisfaction of conditions precedent to bringing this action, to the extent any exist; (5) the superiority of Plaintiff's claim; (6) the lack of merit of the Defendants' affirmative defenses; and (7) the amount of damages to which Plaintiff is entitled.

**b. SREI's Cross-Claim against Cross-Defendants**

The Parties recognize that it is SREI's burden to prove: (1) the existence and terms of the SREI Loan Documents; (2) the default under the terms of the SREI Loan Documents by non-payment and failure to cure the default; (3) standing of SREI at the time of the Cross-Claim's commencement; (4) the lack of and/or waiver of conditions precedent to bringing the Cross-Claim; (5) the superiority of SREI's claim; (6) the lack of merit of the Cross-Defendants' affirmative defenses; and (7) the amount of damages to which SREI is entitled. Alternatively, SREI must prove the elements of unjust enrichment, including that; (1) it conferred a benefit on Bluewater in the form of the loan; (2) that Bluewater knew and appreciated the benefit; (3) that Bluewater retained the benefit; (4) that it would be inequitable for Bluewater to retain the benefit without providing compensation for it; and (5) that SREI lacks an adequate remedy at law.

Other than is set forth in the stipulated facts, the Parties dispute each and every of these elements of SREI's causes of action, as primarily embodied in Bluewater and Walker's affirmative defenses.

**IV. EXHIBIT LISTS**

The Parties' Exhibit Lists are attached hereto as Exhibits 1 through 3 respectively.

**V. WITNESS LISTS**

The Parties' Witness Lists are attached hereto as Exhibits 3 through 5 respectively<sup>1</sup>.

---

<sup>1</sup> Exhibit 3 is SREI's combined witness and exhibit list.

**VI. PENDING MOTIONS**

Plaintiff's Motion to Dispense with Mediation, filed on or about July 18, 2019.

Defendants' Motion to Continue Trial, filed on or about July 23, 2019.

**VII. TRIAL ESTIMATE**

**a. Plaintiff's Action Against Defendants**

- i. Plaintiff
  - a. Plaintiff believes its case in chief will take less than two hours.
- ii. Bluewater/Walker
  - a. Defendants believe its case in chief will take one day.
- iii. SREI
  - a. N/A.
- iv. Premier
  - a. N/A.

**b. SREI's Cross-Claim against Cross-Defendants**

- i. SREI
  - a. SREI believe its case in chief will take less than one hour.
- ii. Bluewater/Walker
  - a. Defendants believe its case in chief will take less than one hour.
- iii. Premier
  - a. N/A
- iv. Plaintiff
  - a. Plaintiff is not a party to the Cross-Claim.

**VIII. EXPERT CHALLENGES**

Defendants will raise challenges to the expert and challenge his expertise and lack of qualifications to testify.

Respectfully Submitted July 24, 2019.

**GARY BARCUS, ESQ.**  
1689 SW 158 Avenue  
Pembroke Pines, FL 33027  
Telephone: (954) 618-9530  
Counsel for Bluewater Inc. and  
Anthony Scott Walker

By: /s/ Gary Barcus, Esq.  
Florida Bar No. 480400  
barcusgab@aol.com

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
Fort Lauderdale, Florida 33394  
Telephone: (954) 768-1600  
Counsel for Plaintiff

By: /s/ David Levin, Esq.  
Florida Bar No. 26394  
dlevin@bakerdonelson.com

**PRINCE A. DONNAHOE IV, P.A.**  
9710 Stirling Road, Suite 104  
Cooper City, Florida 33024  
Counsel for Premier Sunshine Properties, Inc.

By: /s/ Prince A. Donnahoe IV, Esq.  
Florida Bar No. 65242  
PrinceDonnahoe@USA.net

**TRIPP SCOTT, P.A.**  
110 SE 6th Street, 15th Floor  
Fort Lauderdale, FL 33301

By: Henny L. Shomar, Esq.  
Florida Bar No. 91226  
hls@trippscott.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Joint Pre-Trial Stipulation was filed electronically and was sent by e-mail from the Florida Courts' E-Filing Portal system, or by U.S. Mail, on all counsel or parties of record listed below, this July 24, 2019.

**via E-Filing Portal**

Prince A. Donnahoe IV, Esq.  
Prince A. Donnahoe IV, P.A.  
9710 Stirling Road, Ste 104  
Cooper City, FL 33024  
PrinceDonnahoe@USA.net  
Attorney for Premier Sunshine  
Properties

Gary Barcus, Esq.  
1689 SW 158 Avenue  
Pembroke Pines, FL 33027  
barcusgab@aol.com  
Attorney for Bluewater Inc. and  
Anthony Scott Walker

Henny L. Shomar, Esq.  
Tripp Scott, P.A.  
110 SE Sixth Street, 15th Floor  
Fort Lauderdale, FL 33301  
hls@trippscott.com  
hbb@trippscott.com  
Attorney for SREI, LLC

**via U.S. Mail**

Unknown Tenant #1  
n/k/a Chad Singer  
1643-1645 NE 17th Avenue  
Fort Lauderdale, FL 33305

/s/ David B. Levin

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE16005839 (12)

v.

BLUEWATER, INC., *et al.*,  
Defendants.

\_\_\_\_\_/

SREI, LLC,

Defendant/Cross-Plaintiff,

v.

BLUEWATER, INC., *et al.*,  
Cross-Defendants.  
\_\_\_\_\_ /

**PLAINTIFF'S EXHIBIT LIST FOR TRIAL**

Plaintiff, Center Street Lending Fund IV SPE, LLC ("Center Street" or "Plaintiff"), attaches to the Joint Pre-Trial Stipulation its Exhibit List for Trial, as required by the Court's Uniform Trial Order dated April 12, 2019.

Plaintiff reserves the right to introduce the following exhibits:

1. Original Promissory Note dated August 25, 2014 between Bluewater, Inc. and Center Street Lending Fund VII SPE, LLC, in the amount of \$316,000.00.
2. Certified recorded copy of Mortgage and Security Agreement dated August 25, 2014 between Bluewater, Inc. and Center Street Lending Fund VII SPE, LLC, placing a lien on real property located at 1643-1645 NE 17th Ave., Fort Lauderdale, FL 33305.

**Exhibit 1**

3. Original Continuing and Unconditional Guaranty dated August 25, 2014, signed by Anthony Scott Walker, guarantying prompt payment and performance of the above Note and Mortgage.

4. Certified recorded copy of Collateral Assignment of Mortgage and Security Agreement, recorded in the Official Records of Broward County, Florida, Book No. 51113, Page 733; between Center Street Lending Fund VII SPE, LLC and CSL Lenders, LLC.

5. Original and/or certified recorded copy of Assignment of Mortgage and Security Agreement, recorded in the Official Records of Broward County, Florida, Instrument No. 112993649; between CSL Lenders, LLC to Plaintiff.

6. Original and/or certified recorded copy of Assignment of Beneficial Interest under Mortgage and Security Agreement, recorded in the Official Records of Broward County, Instrument #115598540, between Plaintiff and Center Street Lending V SPE, LLC.

7. Original First Loan Modification and Extension of the above Note and Mortgage, dated February 23, 2015, between Bluewater and Center Street Lending Fund VII SPE, LLC.

8. Original Second Loan Modification and Extension of the above Note and Mortgage, dated May 25, 2015, between Bluewater and Center Street Lending Fund VII SPE, LLC.

9. Certified recorded copy of Collateral Assignment of Leases, Rents and Profits, dated August 25, 2014, recorded in the Official Records of Broward County, Florida, Instrument No. 112503289; between Bluewater and Plaintiff.

10. Original and/or certified recorded copy of Assignment of Beneficial Interest Under Collateral Assignment of Leases, Rents and Profits, dated January 30, 2019, recorded in

the Official Records of Broward County, Florida, Instrument No. 115598541, between Plaintiff and Center Street Lending V SPE, LLC.

11. Certified copy of Certification of Possession of Original Promissory Note filed with the original complaint in this action.

12. Loan Payment History for the subject loan, documenting payments received over the life of the loan, the application of those payments, and any and all authorized fees and charges.

13. Compilation of monthly Loan Payment Statements and Delinquent Payment Notices sent to Bluewater for the life of the subject loan.

14. Loan Payoff and Escrow Breakdown, reflecting the amounts due on the loan as of the date of trial.

15. All correspondence between Plaintiff and defendant Anthony Scott Walker concerning the subject loan.

16. Records documenting the fees and costs incurred by undersigned counsel, Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, in representing Plaintiff in this action.

17. Such impeachment and rebuttal exhibits as may be necessary based on testimony at trial.

Submitted July 24, 2019.

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
Fort Lauderdale, Florida 33394  
Telephone: (954) 768-1600  
Telecopier: (954) 333-3930  
Counsel for Plaintiff

By: /s/ David B. Levin  
Florida Bar No.: 026394  
[dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com)

CENTER STREET LENDING  
FUND IV SPE, LLC,

Plaintiff,

vs.

BLUEWATER, INC., ANTHONY  
SCOTT WALKER, et al,

\_\_\_\_\_  
Defendants. /

IN THE CIRCUIT COURT OF THE  
17<sup>th</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY,  
FLORIDA

CASE NOS.: CACE 15-016505 (12)  
CACE 16-005839

FLA. BAR NO.: 480400

**DEFENDANTS' & COUNTERCLAIMANTS' EXHIBIT LIST**

PLEASE TAKE NOTICE that Bluewater, Inc. and Mr. Anthony Walker provide this Exhibit List as follows:

All documents attached to the Plaintiff's Exhibit Lists and filings in each and both of the combined lawsuits, including but not limited to both of the Mortgages, Promissory Notes, any assignments, payment records, correspondences, emails, letters, all notices, payment history, default notices, demands for Criminal Usury Default Rate illegal interest of Thirty Percent and Five Percent Late Charges by the plaintiff of the defendants, all Affidavits filed by the defendants and the documents attached to each and every such Document/Exhibit/Emails attached to the Affidavits, transactional documents used in the formation, execution and breaches of the Mortgages and Promissory Notes, the notices of Criminally Usurious illegal interest rates charged by the plaintiff, business records, and all other documents attached to the Pretrial Stipulations by the plaintiff, communications from Richard Vu to the defendants regarding plaintiff's demands for Criminally Usurious illegal interest, and all documents proffered for information and/or evidence by the plaintiff.

**Exhibit 2**

I HEREBY CERTIFY that a true copy of this Exhibit List was served July 24, 2019, to:

**Service List:**

Mr. David Levin, Esq., Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, 100 SE Third Avenue, Suite 1620, Fort Lauderdale, Florida 33394 [dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com); Mr. Henry Shomar, Esq., Tripp Scott, P.A., Attorneys for 621 SE 5<sup>th</sup> Court, LLC, [hls@trippscott.com](mailto:hls@trippscott.com), and [iah@trippscott.com](mailto:iah@trippscott.com); Mr. Steven Graham, Esq., Steven Graham, P.A., attorney for Joel Laskin and Joel Laskin Trust, at [StevenGrahamEsq@aol.com](mailto:StevenGrahamEsq@aol.com); Arcon Roofing, 2280 NW 16<sup>th</sup> Street, Pompano Beach, Florida 33069; Ms. Melva Rozier, Esq., Co-Counsel for Bluewater, Inc. and Mr. Anthony Walker, [Melvarozier@aol.com](mailto:Melvarozier@aol.com); Mr. Gary Barcus, Esq., Attorney for Bluewater, Inc. and Mr. Anthony S. Walker, 1689 SW 158 Avenue, Pembroke Pines, Florida 33027 (954) 618-9530 [barcusgab@aol.com](mailto:barcusgab@aol.com)

Gary Barcus, Esq.  
Attorney for Bluewater, Inc. and  
Mr. Anthony Walker  
1689 SW 158 Avenue  
Pembroke Pines, Florida 33027  
(954) 618-9530  
[barcusgab@aol.com](mailto:barcusgab@aol.com)

*/s/ Gary Barcus, Esq.*

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 16-005839

CENTER STREET LENDING FUND IV SPE, LLC,

Plaintiff,

vs.

BLUEWATER, INC., et al.,

Defendants.

SREI LLC,

Defendant/Cross-Plaintiff,

vs.

BLUEWATER, INC.; ANTHONY SCOTT WALKER; PREMIER SUNSHINE PROPERTIES, INC.; C. CROIX EDWARD, INC.; UNKNOWN SPOUSE OF WILLIAM MCAINSH III; UNKNOWN TENANT I, AND UNKNOWN TENANT II; C. CRAIG EDEWAARD, INC.,

Cross-Defendant.

**DEFENDANT/CROSS-PLAINTIFF SREI, LLC'S NOTICE OF COMPLIANCE WITH ORDER SETTING TRIAL AND AMENDED WITNESS AND EXHIBIT LIST**

COMES NOW Defendant/Cross-Plaintiff SREI, LLC ("SREI"), and files this, its NOTICE OF COMPLIANCE WITH ORDER SETTING TRIAL entered on April 12, 2019 and ORDER RESETTING TRIAL entered on May 24, 2019 and shows the Court the following:

**WITNESS LIST:**

1. SREI intends to call the following witnesses at the trial of this matter:

<b>WITNESS NAME</b>	<b>ADDRESS/PHONE</b>	<b>NATURE OF TESTIMONY</b>
Hugo Sanchez	2140 Pebble Road Las Vegas, NV 89123	All aspects of the case
Corporate Representative of SREI, LLC	2140 Pebble Road Las Vegas, NV 89123	All aspects of the case
Corporate Representative of Bluewater, Inc.	c/o Gary Barcus, Esq. 1689 SW 158 Avenue Pembroke Pines, FL 33027	All aspects of the case
Anthony Scott Walker	c/o Gary Barcus, Esq. 1689 SW 158 Avenue Pembroke Pines, FL 33027	All aspects of the case
Records Custodian for Lexant Title Company, Inc.	901 S. Federal Highway, Ste. 201 Fort Lauderdale, FL 33316	Knowledge as to closing/loan documents
Records Custodian for Lexant Title and Escrow, LLC	901 S. Federal Highway, Ste. 201 Fort Lauderdale, FL 33316	Knowledge as to closing/loan documents
Records Custodian for Daniel A. Jacobson, P.A.	901 S. Federal Highway, Ste. 201 Fort Lauderdale, FL 33316	Knowledge as to closing/loan documents
Daniel A. Jacobson, Esq.	901 S. Federal Highway, Ste. 201 Fort Lauderdale, FL 33316	Knowledge as to closing/loan documents
Henny L. Shomar, Esq.	Tripp Scott, P.A. 110 SE Sixth Street, 15 <sup>th</sup> Floor Fort Lauderdale, FL 33301	Attorney fees and costs of litigation

All witnesses listed and admitted by the Defendant Bluewater, Inc. or any other Plaintiff/Defendant

Rebuttal witnesses

SREI reserves the right to update, amend or modify this list should information not yet foreseen become known to SREI in the future.

**EXHIBITS LIST**

2. SREI intends to use the following exhibits during the trial of this matter:

- | N  | DESCRIPTION   |
|----|---|
| a. | Copy of Promissory note in favor of SREI (the "SREI Note") in the amount of \$100,000   |
| b. | Copy of Mortgage on the Property dated August 25, 2014 (the "SREI Mortgage")  |
| c. | Original Lost Note Affidavit of Hugo Sanchez dated October 5 <sup>th</sup> , 2016   |
| d. | SREI LLC's charts and summaries, if any, which will be produced and properly noticed pursuant to Florida Rules of Civil Procedure |
| e. | Financial records of SREI, LLC evidencing monies owed by Bluewater  |
| f. | SREI LLC's Retainer Agreement(s) and billing statement(s) with their attorney(s)  |
| g. | All depositions and exhibits attached thereto as may be listed in any deposition filed by either party                            |
| h. | Impeachment and rebuttal exhibits   |
| i. | SREI reserves the right to amend or supplement this Exhibit List as new information may become known or discovered in the future  |

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail and/or U.S. Mail to the below-named addressee(s) this 24<sup>th</sup> day of July, 2019.

**TRIPP SCOTT, P.A.**  
*Attorneys for the Defendant SREI, LLC*

By: /s/ Henny L. Shomar  
HENNY L. SHOMAR  
Florida Bar Number: 091226  
110 Southeast Sixth Street - 15<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301  
Phone: (954) 525-7500  
Fax: (954) 761-8475  
Eservice: [eservice@trippscott.com](mailto:eservice@trippscott.com)  
Secondary: [hls@trippscott.com](mailto:hls@trippscott.com)  
Secondary: [end@trippscott.com](mailto:end@trippscott.com)

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on this 24<sup>th</sup> day of July, 2019, I electronically filed the foregoing with the Clerk of the Court by using the Florida Courts e-Filing Portal, and served a true and correct copy of the foregoing via Electronic Mail and/or U.S. Mail, where indicated, on:

David B. Levin, Esq. Baker, Donelson, Bearman, Caldwell & Berkowitz 100 S.E. Third Avenue, Suite 1620 Fort Lauderdale, FL 33394 <a href="mailto:dlevin@bakerdonelson.com">dlevin@bakerdonelson.com</a> <a href="mailto:jrlevine@bakerdonelson.com">jrlevine@bakerdonelson.com</a>  <i>Counsel for Plaintiff</i>	Gary Barcus, Esq. 1689 SW 158 Avenue Pembroke Pines, FL 33027 <a href="mailto:barcusgab@aol.com">barcusgab@aol.com</a>  <i>Co-Counsel for Bluewater, Inc. &amp; Anthony Scott Walker</i>
Melva Rozier, Melva Rozier, P.A. 423 Fern Street, Suite 200 West Palm Beach, FL 33401 <a href="mailto:melvarozier@aol.com">melvarozier@aol.com</a> <i>Co-Counsel for Bluewater, Inc. &amp; Anthony Scott Walker</i>	<b><u>Via U.S. Mail</u></b> C. Craig Edewaard, Inc. c/o its president and registered agent Craig Edewaard 1998 E. Sunrise Blvd. Ft. Lauderdale, FL 33304
<b><u>Via U.S. Mail</u></b> Unknown Tenant # 1 n/k/a Newton Berwig 1643-1645 N.E. 17 <sup>th</sup> Avenue Fort Lauderdale, FL 33305	Prince A. Donnahoe IV 9710 Stirling Road, Suite 104 Cooper City, FL 33024 <a href="mailto:Princedonnahoe@USA.net">Princedonnahoe@USA.net</a> <i>Counsel for Premier Sunshine Properties, Inc.</i>

/s/ Henny L. Shomar  
Henny L. Shomar

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CENTER STREET LENDING FUND IV SPE,  
LLC,

Plaintiff,

Case No. CACE16005839 (12)

v.

BLUEWATER, INC., *et al.*,

Defendants.

---

SREI, LLC,

Defendant/Cross-Plaintiff,

v.

BLUEWATER, INC., *et al.*,

Cross-Defendants.

---

**PLAINTIFF'S WITNESS LIST FOR TRIAL**

Plaintiff, Center Street Lending Fund IV SPE, LLC ("Center Street" or "Plaintiff"),  
attaches to the Joint Pre-Trial Stipulation its Witness List for Trial, as required by the Court's  
Uniform Trial Order dated April 12, 2019.

1. Stephen Couig, or Luis Montero, or Richard Vu  
Corporate Representative of Center Street Lending Fund IV SPE, LLC  
c/o Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
100 SE 3rd Avenue, Suite 1620  
Fort Lauderdale, Florida 33394

Fact Witness

Plaintiff's Corporate Representative will testify concerning the allegations in the  
Amended Complaint, including Plaintiff's standing to enforce the loan documents, the  
breach of the Loan Documents, and Plaintiff's resulting damages.

**Exhibit 4**

2. David Rodstein, Esq.  
c/o Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
100 SE 3rd Avenue, Suite 1620  
Fort Lauderdale, Florida 33394

Expert witness

Mr. Rodstein will testify concerning the reasonableness of the time incurred and fees expended representing Plaintiff in this matter by undersigned counsel Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

Mr. Rodstein has expertise in state and Federal court litigation through trial and appeal, primarily in the areas of creditor and debtor rights, business, bankruptcy, construction, and real estate.

3. Anthony Scott Walker  
Individually and as Corporate Representative of Bluewater, Inc.  
c/o Gary Barcus, Esq.  
1689 SW 158 Avenue  
Pembroke Pines, FL 33027

Fact Witness

Mr. Walker will testify concerning the terms and obligations of the subject loan documents, his and Bluewater's breach of those obligations, and their affirmative defenses.

4. All other witnesses listed on any Witness List filed by any other party in this action.

Respectfully submitted July 24, 2019.

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC**  
100 S.E. Third Avenue, Suite 1620  
Fort Lauderdale, Florida 33394  
Telephone: (954) 768-1600  
Telecopier: (954) 333-3930  
Counsel for Plaintiff

By: /s/ David B. Levin  
Florida Bar No.: 026394  
dlevin@bakerdonelson.com

CENTER STREET LENDING  
FUND IV SPE, LLC,

Plaintiff,

vs.

BLUEWATER, INC., ANTHONY  
SCOTT WALKER, et al,

Defendants. /

IN THE CIRCUIT COURT OF THE  
17<sup>th</sup> JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY,  
FLORIDA

CASE NOS.: CACE 15-016505 (12)  
CACE 16-005839

FLA. BAR NO.: 480400

**DEFENDANTS' & COUNTERCLAIMANTS' AMENDED WITNESS LIST**

PLEASE TAKE NOTICE that Bluewater, Inc. and Mr. Anthony Walker

Provide this Witness List and follows:

Witness for Bluewater, Inc. is its President Mr. Anthony Walker, who will testify on all facts in these lawsuits including but not limited to the formation, execution and breaches of the Mortgages and Promissory Notes, the Criminally Usurious illegal interest rates charged by the plaintiff, all facts substantiating the pled Affirmative Defenses and all Counterclaims, rebuttal facts, impeachment facts, conversations and emails with Richard Vu regarding plaintiff's demands for Criminally Usurious illegal interest, corroborate all documents and business records, authenticate all documents and affidavits and record filings, and all other matters necessary, relevant and proper to support the Rule of Law as well as authenticate the pending Petition for a Writ of Prohibition, Writ of Mandamus and Writ of Certiorari of the not final Order Granting Summary Judgment in favor of the plaintiff.

Witness for Mr. Anthony Walker will be Mr. Anthony Walker, who will testify on all facts in these lawsuits including but not limited to the formation, execution and breaches of the Mortgages and Promissory Notes, the Criminally Usurious illegal interest rates charged by the plaintiff, all facts substantiating the pled Affirmative Defenses and all Counterclaims, rebuttal facts, impeachment facts, conversations and emails with Richard Vu regarding plaintiff's demands for Criminally Usurious illegal interest, corroborate all documents and business records, authenticate all documents and affidavits and record filings, and all other matters necessary, relevant and proper to support the Rule of Law as well as authenticate the pending Petition for a Writ of Prohibition, Writ of Mandamus and Writ of Certiorari of the not final Order Granting Summary Judgment in favor of the plaintiff.

**Exhibit 5**

I HEREBY CERTIFY that a true copy of this Witness List was served July 24, 2019, to:

**Service List:**

Mr. David Levin, Esq., Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, 100 SE Third Avenue, Suite 1620, Fort Lauderdale, Florida 33394 [dlevin@bakerdonelson.com](mailto:dlevin@bakerdonelson.com);  
Mr. Henry Shomar, Esq., Tripp Scott, P.A., Attorneys for 621 SE 5<sup>th</sup> Court, LLC, [hls@trippscott.com](mailto:hls@trippscott.com), and [iah@trippscott.com](mailto:iah@trippscott.com);  
Mr. Steven Graham, Esq., Steven Graham, P.A., attorney for Joel Laskin and Joel Laskin Trust, at [StevenGrahamEsq@aol.com](mailto:StevenGrahamEsq@aol.com); Arcon Roofing, 2280 NW 16<sup>th</sup> Street, Pompano Beach, Florida 33069;  
Ms. Melva Rozier, Esq., Co-Counsel for Bluewater, Inc. and Mr. Anthony Walker, [Melvarozier@aol.com](mailto:Melvarozier@aol.com);  
Mr. Gary Barcus, Esq., Attorney for Bluewater, Inc. and Mr. Anthony S. Walker, 1689 SW 158 Avenue, Pembroke Pines, Florida 33027 (954) 618-9530 [barcusgab@aol.com](mailto:barcusgab@aol.com)

Gary Barcus, Esq.  
Attorney for Bluewater, Inc. and  
Mr. Anthony Walker  
1689 SW 158 Avenue  
Pembroke Pines, Florida 33027  
(954) 618-9530  
[barcusgab@aol.com](mailto:barcusgab@aol.com)

*/s/ Gary Barcus, Esq.*