

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

WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS OWNER TRUSTEE OF
THE RESIDENTIAL CREDIT
OPPORTUNITIES TRUST VII-A,

Plaintiff,

v.

CWELT-2008 TRUST 15955 LLC; ET AL.,

Defendants.

Case No.: 2017-030086-CA-01

Division: CA 31

DEFENDANTS' NOTICE OF APPEAL FROM FINAL ORDER

PLEASE TAKE NOTICE that CWELT-2008 Trust 15955 LLC and Lou Trillo solely as Manager of CWELT-2008 Trust 15955 LLC, Defendants/Appellants, by and through the undersigned counsel and pursuant to Rule 9.110(b) of the Florida Rules of Appellate Procedure, hereby appeal to the Third District Court of Appeal, the Final Judgment of Foreclosure entered on August 11, 2023 and rendered on November 2, 2023. (A conformed copy is attached hereto.) The nature of the Final Judgment is a final order of foreclosure after trial.

I HEREBY CERTIFY that on the date set forth below, I electronically filed the foregoing with using the Florida Courts e-filing Portal (the "Portal") and caused it to be served via the Portal by e-Mail to fcpleadings@ghidottiberger.com for service on Tara L. Rosenfeld, Esq., Ghidotti Berger LLP, as Attorney for Plaintiff and caused it to be served via the Portal by e-Mail to service@mls-pa.com for service on Matthew B. Leider, Esq., Law Offices of Manganelli, Leider & Savio, PA, as Attorney for Plaintiff and caused it to be served via regular mail to Laura R. Gutierrez, 15955 NW 81st Court, Miami, FL 33016 and caused it to be served via the Portal by e-Mail to marlenerubido@rubidolaw.com for service on Marlene Leon-Rubido, Esq., Marlene Leon Rubido PA, as Attorney for Silvercrest Lake Estates Homeowners Association, Inc. and caused it to be served via regular mail to Pedro Arturo Sanchez, 109 Coco Plum Road S., Key Largo, FL 33037 and caused it to be served via the Portal by e-Mail to oag.foreclose.eserve@myfloridalegal.com for service on Mark Dunn, Assistant Attorney General, Esq., Office of The Attorney General, as Attorney for State of Florida and by regular mail to State Farm Mutual Automobile Insurance Company, Chief Financial Officer, Registered Agent, 200 East Gaines Street, Tallahassee, FL 32399 and by regular mail to Unknown Spouse of Laura R. Gutierrez n/k/a Daniel Protasoniski, 1560 West 55th Street, Hialeah, FL 33012 and by regular mail to Unknown Tenant #1 n/k/a Carlos Licona, 15955 Northwest 81 Court, Miami, FL 33016 and by regular mail to Unknown Tenant #2 n/k/a Valeria Licona, 15955 Northwest 81 Court, Miami, FL 33016 and via the Portal by e-Mail to alschulerlaw@aol.com for service on David Alschuler, Esq., David Alschuler, PA, as Attorney for All Unknown Heirs, Devisees, Legatees, Beneficiaries, Grantees or Other Persons or Entities Claiming by or Through the Estate of Jesus Arturo Sanchez, Deceased and All Unknown Heirs, Devisees, Legatees, Beneficiaries, Grantees or Other Persons or Entities Claiming by or Through the Estate of Eralia Sanchez, Deceased and via the Portal by e-Mail to dsuarez@mimilawgroup.com and legal@miamilawgroup.com for service on Dayren L.

POLARIS LEGAL GROUP

P.O. Box 10777 ♦ Pompano Beach, Florida 33061 ♦ Tel: 954-613-6740 ♦ Service eMail: eserve@polarislg.com

Suarez, Esq., Miami Law Group, as Attorney for Carlos Sanchez and via the Portal by e-Mail to eservealschuler@aol.com and alschulerlaw@aol.com for service on David Alschuler, Esq., David Alschuler, P.A., as Attorney for All Unknown Heirs, Devisees, Legatees, Beneficiaries, Grantees or Other Persons or Entities Claim.

POLARIS LEGAL GROUP
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Dated: December 4, 2023

By: /s Rachel M. Coe
Rachel M. Coe, Esq. (FBN: 108900)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE 12-5 AD 2023
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County
Deputy Clerk [Signature] 12662



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

CASE NO: 2017-030086-CA-01

SECTION: CA31

JUDGE: Migna Sanchez-Llorens

Wilmington Savings Fund Society

Plaintiff(s)

vs.

Laura R Gutierrez et al

Defendant(s)

**FINAL JUDGMENT OF FORECLOSURE IN REM AND RE-ESTABLISHMENT OF
LOST NOTE (IN ACCORDANCE WITH ADMINISTRATIVE MEMORANDUM CIV 12-E
24 CA 01)**

THIS ACTION was heard before the Court on non-jury trial on August 11, 2023. The Court having considered the evidence presented at trial by all parties, the record, and argument of counsel, **FINDS:**

Defendant CWELT-2008 TRUST 15955 LLC, a Dissolved Limited Liability Company (“**Defendant**”), who was a non-borrower under the loan documents, is the current record owner of the subject property. Defendant, through counsel, stipulated to the admission of all of Plaintiff’s^[1] trial exhibits, as follows; (i) a copy of the Note; (ii) a certified copy of the recorded Mortgage; (iii) a certified copy of the recorded Loan Modification Agreement; (iv) certified copies of the chain of recorded assignments; (v) the Mortgage Loan Purchase Agreement from MTGLQ Investors LP to the Plaintiff; (vi) correspondence sent to the Borrower evidencing numerous servicing transfers of the loan; (vii) a Lost Note Affidavit executed by The Geheren Law Firm, P.C.; (viii) a Lost Note Affidavit executed by Selene Finance, L.P.; (ix) a Lost Note Affidavit and Affidavit of Ownership executed by the Plaintiff’s representative; (x) a bailee letter from Selene Finance, LP; (xi) the pre-suit Notice of Default and Intent to Accelerate; (xii) servicing notes and letter log concerning the

mailing of the Notice of Default; (xiii) the loan payment and disbursement account history of the loan; and (xiv) the transcript of the deposition of Wanda Hoskins of the Miami-Dade Clerk of Court's office, with exhibits including the Clerk of Court's business records concerning the lost note.

LEGAL ANALYSIS

“In order to establish an entitlement to a judgment of foreclosure, ‘a foreclosure plaintiff must prove: (1) an agreement between the parties [standing to foreclose]; (2) a default by the defendant; (3) acceleration of the debt to maturity; and (4) the amount due.’” *U.S. Bank Nat'l Ass'n v. Devoe*, 315 So. 3d 1232, 1234 (Fla. 5th DCA 2021) (quoting *Liberty Home Equity Sols. Inc. v. Raulston*, 206 So. 3d 58, 60 (Fla. 4th DCA 2016)). Here, Plaintiff presented competent substantial evidence on all the foregoing required elements.

Based on the Court's review of the record evidence, the Court finds that the original Note was lost following its filing in the Miami-Dade Circuit Court Case No. 2009-CA-030229, which was a previous foreclosure suit filed by Plaintiff's predecessor in interest, SunTrust Bank. Following dismissal of that case, the Miami-Dade Clerk's Office sent the original note back to SunTrust's counsel, The Geheren Firm, P.C. (“**Geheren**”). Geheren does not have a record of ever receiving the original Note. This is where the trail for the original Note ends.

A party who is not in possession of an instrument is entitled to enforce the instrument if:

673.3091 Enforcement of lost, destroyed, or stolen instrument.—

(1) A person not in possession of an instrument is entitled to enforce the instrument if:

(a) The person seeking to enforce the instrument was entitled to enforce the instrument when loss of possession occurred, or has directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when loss of possession occurred;

(b)The loss of possession was not the result of a transfer by the person or a lawful seizure; and

(c)The person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

(2)A person seeking enforcement of an instrument under subsection (1) must prove the terms of the instrument and the person's right to enforce the instrument. If that proof is made, s. 673.3081 applies to the case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

§ 673.3091, Fla. Stat. (2023).

See also Nationstar Mortg., LLC v. Marquez, 180 So. 3d 219, 221 (Fla. 3d DCA 2015); *Hines v. New Urban Pine Rd., LLC*, 239 So. 3d 750, 751 (Fla. 3d DCA 2018).

When a mortgagee cannot prove that it was entitled to enforce the note when the loss of possession occurred, it must prove that it had directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when the loss of possession occurred through submission of evidence of an assignment from the payee to the plaintiff, or an affidavit of ownership. § 673.3091(1)(a), Fla. Stat. (2023). *See also Beaumont v. Bank of N.Y. Mellon*, 81 So. 3d 553, 554 (Fla 5th DCA 2012); *Deakter v. Menendez*, 830 So. 2d 124, 127 (Fla. 3d DCA 2002) (“...the person seeking to enforce the instrument must not be able to obtain the instrument.”). “Evidence of a valid assignment, proof of purchase of the debt, or evidence of an effective transfer is required to prove that a party validly holds the note and mortgage it seeks to foreclose.” *Taylor v. Deutsche Bank*, 44 So. 3d 618, 622 (Fla 5th DCA 2010) (citing *Booker v. Sarasota, Inc.*, 707 So. 2d 886, 889 (Fla. 1st DCA 1998)); *see also OneWest v. Cummins*, 175 So. 3d 827 (Fla 2d DCA 2015); *Correa v. US Bank*, 118 So. 3d 952 (Fla 2d DCA 2013). Here,

Plaintiff presented competent substantial evidence that it indirectly acquired ownership of the Note^[2] from a party who was entitled to enforce the Note when the loss of possession occurred through its submission of evidence of the chain of assignments from the payee to the Plaintiff^[3], as well as an affidavit of ownership. Specifically, each of the recorded assignments starting from the assignment out of Suntrust included specific language evidencing an intent to transfer the mortgage “together with the note.” In addition, Plaintiff’s lost note affidavit included an affidavit of ownership, and Plaintiff’s evidence included a Mortgage Purchase Agreement evidencing the fact that it purchased the underlying debt.

Defendant’s sole argument during the proceedings was that Plaintiff lacks standing to enforce the lost Note because the original Note filed in the prior foreclosure suit had an improper endorsement, and thus none of Plaintiff’s predecessors in interest ever had standing, resulting in Plaintiff’s lack of standing. This argument lacks merit because “[i]f a note is specially indorsed to any entity other than the plaintiff, the plaintiff can show its standing through evidence that it purchased the debt or obtained it via effective transfer or a valid assignment.” *Certo v. Bank of NY* 268 So. 3d 901 (Fla. 1st DCA 2019) (quoting *Bank of N.Y. Mellon Trust Co., N.A. v. Conley*, 188 So. 3d 884, 885 (Fla. 4th DCA 2016); *Stone v. BankUnited*, 115 So. 3d 411, 413 (Fla. 2d DCA 2013)).

CONCLUSION

As enumerated previously, based on the entirety of the trial evidence, Plaintiff showed its standing through evidence that it purchased the debt, and that it obtained the subject loan via effective transfer and valid assignment. As such, the Court finds that Plaintiff has re-established the terms of the lost note and its right to enforce the instrument as required by Section 673.3091, Florida Statutes. Plaintiff shall hold Defendant maker of the note harmless and shall indemnify them from any loss they may incur by reason of a claim by any other person to enforce the lost note. Since adequate protection is provided as required by Section 673.3091, Florida Statutes,

judgment is hereby entered in favor of Plaintiff as to its request to enforce the lost note.

Accordingly, on the evidence presented, it is hereby,

ORDERED AND ADJUDGED as follows:

Final Judgment of Foreclosure is **GRANTED** against all Defendants, LAURA R. GUTIERREZ; UNKNOWN SPOUSE OF LAURA R. GUTIERREZ n/k/a DANIEL PROTASONISKI; CWELT-2008 TRUST 15955 LLC, A DISSOLVED LIMITED LIABILITY COMPANY; POLARIS HOLDINGS, LLC, AS SURVIVING AUTHORIZED MEMBER/TRUSTEE OF CWELT-2008 TRUST 15955, LLC, A DISSOLVED FLORIDA LIMITED LIABILITY COMPANY; LOU TRILLO, AS SURVIVING MANAGING MEMBER/TRUSTEE OF CWELT-2008 TRUST 15955, LLC, A DISSOLVED FLORIDA LIMITED LIABILITY COMPANY; SILVERCREST LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.,; BOARD OF COUNTY COMMISSIONER MIAMI DADE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; STATE OF FLORIDA, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; ALL UNKNOWN HEIRS, DEVISEES, LEGATEES, BENEFICIARIES, GRANTEES OR OTHER PERSONS OR ENTITIES CLAIMING BY OR THROUGH THE ESTATE OF JESUS ARTURO SANCHEZ, Deceased; ALL UNKNOWN HEIRS, DEVISEES, LEGATEES, BENEFICIARIES, GRANTEES OR OTHER PERSONS OR ENTITIES CLAIMING BY OR THROUGH THE ESTATE OF ERALIA SANCHEZ, Deceased; PEDRO ARTURO SANCHEZ; CARLOS SANCHEZ; UNKNOWN TENANT #1 n/k/a VALERIA LICONA and UNKNOWN TENANT #2 n/k/a CARLOS LICONA.

1. **Amounts Due and Owing. Plaintiff is due:**

Principal due on the note secured by the mortgage foreclosed:	\$491,459.27
Accrued Interest on from 12/01/12 to 06/16/23	\$233,197.14

Interest to date of this judgment (per diem \$61.72)	\$3,394.60
<u>Attorneys' Fees:</u>	
Finding as to reasonable number of hours: 156.00	
Finding as to reasonable hourly rate: (90.10 hours at \$225.00; 6.50 hours at \$250.00 per hour and 59.40 hours at \$300.00)	
Attorneys' Fees Total	\$39,717.25
<u>Court Costs, Now Taxed:</u>	
Recording	\$248.87
Service of Process	\$643.80
Postage:	\$115.20
Overnight Delivery:	\$30.00
Skip Trace:	\$250.00
Publication Notice of Action	\$490.00
Heir Search	\$535.00
Certified Copies	\$87.00
Cancellation of Deposition	\$165.00
Court Reporter	\$215.00
Clerk Fee Issue Alias Summons	\$114.37
Guardian Ad Litem	\$1,320.00
GRAND TOTAL	\$771,982.50

2. **Interest.** The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest, 7.69% a year.

3. **Lien on Property.** Plaintiff, WILMINGTON SAVINGS FUND SOCIETY, FSB, AS OWNER TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST VII-A, whose address is 3020 Old Ranch Parkway, Suite 180, Seal Beach, CA 90740, holds a lien for the grand total sum superior to all claims or estates of the Defendants, LAURA R. GUTIERREZ;

UNKNOWN SPOUSE OF LAURA R. GUTIERREZ n/k/a DANIEL PROTASONISKI; CWELT-2008 TRUST 15955 LLC, A DISSOLVED LIMITED LIABILITY COMPANY; POLARIS HOLDINGS, LLC, AS SURVIVING AUTHORIZED MEMBER/TRUSTEE OF CWELT-2008 TRUST 15955, LLC, A DISSOLVED FLORIDA LIMITED LIABILITY COMPANY; LOU TRILLO, AS SURVIVING MANAGING MEMBER/TRUSTEE OF CWELT-2008 TRUST 15955, LLC, A DISSOLVED FLORIDA LIMITED LIABILITY COMPANY; SILVERCREST LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.,; BOARD OF COUNTY COMMISSIONER MIAMI DADE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; STATE OF FLORIDA, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; ALL UNKNOWN HEIRS, DEVISEES, LEGATEES, BENEFICIARIES, GRANTEES OR OTHER PERSONS OR ENTITIES CLAIMING BY OR THROUGH THE ESTATE OF JESUS ARTURO SANCHEZ, Deceased; ALL UNKNOWN HEIRS, DEVISEES, LEGATEES, BENEFICIARIES, GRANTEES OR OTHER PERSONS OR ENTITIES CLAIMING BY OR THROUGH THE ESTATE OF ERALIA SANCHEZ, Deceased; PEDRO ARTURO SANCHEZ; CARLOS SANCHEZ; UNKNOWN TENANT #1 n/k/a VALERIA LICONA and UNKNOWN TENANT #2 n/k/a CARLOS LICONA., on the following described property in Miami Dade County, Florida:

Legal description: LOT 5, BLOCK 6, SILVERCREST LAKE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, AT PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Property address: 15955 NW 81ST Court, Miami, Florida 33016

4. **Sale of property.** If the grand total amount with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on **DECEMBER 11, 2023, at 9:00 A.M.** to the highest bidder for cash after having first given notice as required by Section 45.031, Florida Statutes. The subject property shall be sold by electronic sale at: www.miamidade.realforeclose.com.

5. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for documentary stamps affixed to the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

7. **Right of Possession.** Upon filing of the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Fla. Stat., if any (this court reserving jurisdiction to resolve any disputes respecting indebtedness to any homeowners association or condominium association). Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property). Upon filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

8. **Jurisdiction.** This court finds that Plaintiff is entitled to an award of Attorney's Fees and Costs. The Court retains jurisdiction of this action is retained to enter further orders that are proper, including, without limitation, Orders authorizing writs of possession, an award of an attorney's fees and costs and a writ of possession. In additional, this court retains jurisdiction to enter any required supplemental complaint(s) such as a re-foreclosure to add any necessary and /or omitted party without the necessity of filing a separate action.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM BEFORE THE CLERK REPORTS THE SURPLUS AS UNCLAIMED. THE COURT, IN ITS DISCRETION, MAY ENLARGE THE TIME OF THE SALE. NOTICE OF THE CHANGED TIME OF SALE SHALL BE PUBLISHED AS PROVIDED HEREIN.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 140 WEST FLAGLER STREET, ROOM 908, MIAMI, FLORIDA (TELEPHONE: (305) 375-5943), WITHIN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN

ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION, 123 N.W. FIRST AVENUE, SUITE 214, MIAMI, FLORIDA, (TELEPHONE: (305) 579-5733), TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

9. **Attorney's Fees.** The Court finds, based upon the affidavits presented and upon inquiry of counsel for Plaintiff that 156.00 hours were reasonably expended by Plaintiff's counsel and that an hourly rate of (90.10 hours at \$225.00 per hour; 6.50 hours at \$250.00 per hour and 59.40 hours at \$300.00 per hour) is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985).

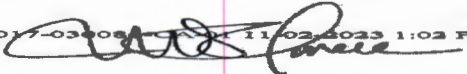
10. **Plaintiff's Judgment shall be assignable without Order of Court, and any assignee of Plaintiff's Judgment and/or right to bid shall be vested with the same rights and subject to the same terms and conditions, as is the Plaintiff under this Final Judgment Order.**

[1] WILMINGTON SAVINGS FUND SOCIETY, FSB, AS OWNER TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITES TRUST VII-A.

[2] Original Note (Pls.' Trial Ex. 1.)

[3] The chain of recorded assignments (Pls.' Trial Ex. 78.)

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 2nd day of November, 2023.

2017-030086-CA-01 11-02-2023 1:02 PM


2017-030086-CA-01 11-02-2023 1:02 PM

Hon. Migna Sanchez-Llorens

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

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Physically Served: