

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

SKENDER HOTI,
Plaintiff-Petitioner,

COUNTY CIVIL DIVISION - RJ
CASE NO:50-2017-CC-002964-XXXX-MB

V.

WAYNE S. MONEY,
Defendant-Respondent.

**PETITIONER SKENDER HOTI MOTION
IN RESPONSE TO SHOW CAUSE STAY
OF WRIT OF POSSESSION; MOTION
FOR VOLUNTARY DISQUALIFICATION
OF JUDGE SHERRI L. COLLINS AND
OTHER RELIEF**

_____/

COMES NOW SKENDER HOTI Pro Se who makes and files this motion in response to this Court's Order of April 11, 2017 Staying a Writ of Possession against Wayne S. Money who respectfully pleads and prays to this Court as follows:

1. I am the Plaintiff-Petitioner pro se Skender Hoti and am Property Manager for the involved Unit D owned in the Barkley Association by record Deed Owner my sister Fatime Ameti.
2. I have full authority to act in this Tenant eviction matter.
3. Respectfully, I must request that this Court voluntarily Disqualify under the Canons of Judicial Conduct as a Material Fact Witness in an ongoing fraud upon the Court and myself and sister Fatime Ameti by Barkley Master Association and their attorneys Dicker, Krivok & Stoloff, P.A., now using Wayne Money to further the improper Billing and payment scheme in violation of contractual and ownership rights in the properties.
4. At the time this Court, your Honor County Judge Sherri L. Collins, issued the Final Judgment for Possession in this case on April 4, 2017, under Docket Entry No. 12, this Court was and should have already been aware of Tenant Wayne Money's "Motion" filed on March 20, 2017, a copy of which comes from the 15th Judicial Court Clerk's E-View attached as Exhibit A.

5. A Writ of Possession was issued by the Deputy Clerk Maureen Bulmer on April 10, 2017 represented as Docket Entry No. 14 in the E-View system of the Clerk's Office. See, Exhibit B, 15th Judicial Clerk's Office E-view Page View under Case No. 50-2017-CC-002964-XXXX-MB.
6. Then, **without any Notice to myself** as Plaintiff-Petitioner, this Court on April 11, 2017 issued the Stay Order on the Writ of Possession and Show cause against myself.
7. However, the Order itself in plain english language claims that "**THIS CAUSE** came before the Court *in Chambers on Defendant's Motion to Stay Writ of Possession.*" (emphasis added), See Exhibit C, Court's Order of April 11, 2017 from E-View.
8. As Plaintiff-Petitioner I have Never Received Any copy of Any Motion **by Defendant made In Chambers to Stay the Writ of Possession** and am thus being denied Due Process simply in being forced to appear to Show Cause.
9. This Court's Order of April 11, 2017 did not Attach a copy of any such Motion, the Clerk's Office has NO Motion made on April 11, 2017 on File (See Exhibit B) and I was never served any such Motion.
10. Therefore, **this Court is the Only Witness** to What Motion was made based upon what assertions, statements, papers, bills, receipts and the Court is now a material fact witness as to the contents of this motion.
11. "Somehow", the Clerk's Office or some "other party in the Court system **"appears to have manipulated the Docket"** to make Wayne Money's "Motion" of March 20, 2017 as Docket Entry "No. 16" but the Motion was filed March 20, 2017 and there is an issue of fact of "who appeared" "In Chambers" to make a Motion which is Not on file and has not been served?

12. This Court, having further stated in its April 11, 2017 Order after the **“Motion in Chambers”** **which is not on File**, that “The Court, having reviewed the court file”. See Exhibit C.
13. But if this Court did “review the Court file” it would have shown that even the Motion filed by Tenant Wayne Money on March 20, 2017 **Falsely Claimed to have “Receipts” attached and yet No Receipts or Accounting of Any monies is in fact attached** which is exactly the Fraud Scheme that Barkley Master’s Association and their Attorneys have been using for months against myself and sister Fatime Ameti and now using Wayne Money’s tenancy to further the scheme.
14. This Court is **Now a Witness** to what possible Accounting and Receipts were provided *either in Chambers on April 11, 2017 or March 20, 2017 as there are No such Receipts in the Record.*
15. The Motion “on file” by Defendant Wayne Money is **dated and Time Stamped by the Court on March 20, 2017** with No request for a Stay nor could there have been Any request for Stay of the Writ of Possession at this time as the Writ was not issued until April 10, 2017, thus creating an issues of fact which the Court can now only be the Witness to and must Disqualify on its own motion.
16. This **“In Chambers”** Motion of Defendant Wayne Money would also be Ex Parte communications giving reason for this Court to further voluntarily Disqualify at this time.
17. As proper records and truth will show, both myself as Property Manager of this Unit and owner of 2 other units together with my sister Fatime Ameti have in good faith tried to obtain Voluntary Records from Barkley Master Association and its attorneys which we are entitled to but not only has Wayne Money failed to provide any Receipts in this case for over a Month, Barley Master’s Associations Attorneys have deliberately failed and refused to provide Any Receipts or an

Accounting even after a Certified Mail Request to their law firm on March 20, 2017. See Exhibit D, attached Certified Mail Receipt.

18. In the civil action with Barkley Master, Barkley Master did NOT provide any Accounting at the time of such “settlement” with Wayne Money as to what was owed to the Association and in fact during that same time period Barley Master and their attorneys had been Requested for Proof of Billing and amounts Owed for several months and yet even when getting the Certified Mail Request for Accounting and Bills from the Certified March 20, 2017, Barkley’s attorneys have Failed to provide Any bills to justify any Fees being paid to them by Wayne Money. See Exhibit E, March 20, 2017 Emails and Certified Letter to Barkley Attorneys.
19. This letter provided the History with Barkley’s “taking me to Court” to “charge me for Court” and claiming Fees but then not Providing Accountings and Records and further shows Good faith by myself Skender Hoti asking Barkley’s Attorneys to Stipulate to Mediation in all 3 “related” Civil cases but Barkley’s has Refused this good faith offer as well.
20. Barkley and Wayne Money should now be ESTOPPED from providing Any claim or proof for further fees.
21. As Barkley’s is aware, I had good faith relationship with the prior Manager for collecting fees and even when first sued submitted Affirmative Defenses and seeking Mediation in the civil cases which has never occurred.
22. I even brought the matter to the President of Barkley Master Association Michael Swope of Jan. 18, 2017 as set out in the Certified Letter to Barkley’s Attorneys which happened after it took 3 Months for Barkley’s attorneys to come up with any “final numbers” on what was allegedly owed and then soliciting a “Settlement Offer” from myself and Fatime Ameti which we did but

then was not responded to as of Jan. 2017 and the President claimed to know nothing about it but was going to have the law firm respond which it never has.

23. Wayne Money has no written agreement for “rent” at this Unit with either myself or Fatime Ameti.
24. Wayne Money was in arrears of nearly \$1400 or so before Barkley started taking payments.
25. Barkley and their attorneys have refused to Account or act in good faith and must be Estopped along with Wayne Money for any claim to the unit or fees.
26. For purposes of good faith negotiation and for “settlement purposes only”, Wayne Money can have 7 days from today’s date where the Writ of Possession can remain “stayed” by Agreement reserving the right to have the Sheriff’s execute the Writ 7 days from today’s date.
27. Barkley Master Association shall have 15 Days to remove All liens on all 3 “related” properties including Unit D with Wayne Money and issue a Refund of monies wrongfully taken of approximately at least \$3800 issuing said Refund within 30 days.
28. All rights are reserved to Move to file Counterclaims in the related civil action and for conduct from this action wrongfully using the “tenant” in the scheme to defraud fees from Fatime Ameti and myself.
29. A full Fact hearing with Discovery should otherwise be heard at a proper date for hearing.

WHEREFORE, it is respectfully prayed for an Order voluntarily ‘staying’ the Writ of Possession for settlement purposes only and granting Wayne Money 7 days from April 20, 2017 to voluntarily vacate the premises reserving the right to have the Writ of Possession executed by the Sheriff after 7 days from today, thus April 27, 2017 at midnight and reserving any and all rights as law and justice require.

DATED: April 20, 2017

/s/ Skender Hoti

Skender Hoti

3103 Drew Way

Palm Springs, Florida 33406

Telephone: (561) 385-6390

skendertravel@hotmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served via Electronic mail to on this
20th day of April, 2017.

/s/ Skender Hoti

Skender Hoti

3103 Drew Way

Palm Springs, Florida 33406

Telephone: (561) 385-6390

skendertravel@hotmail.com

EXHIBIT A

**Tenant Wayne Money's "Motion" filed on March 20, 2017, a copy of which comes from the
15th Judicial Court Clerk's E-View**

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

CASE NUMBER: 502017CC002964
DIVISION: PL

Skender Hoti

PLAINTIFF

Vs.

Wayne S. Morley
DEFENDANT

Motion For:

Landlord/Tenant Action

To your honor, judge of the court
my name is Wayne Morley and I have
complied with said agreement submitted...
to pay 200.00 a week since last year to the
Association I live in. Barkly Association. Presented
to your honor are my paid receipts of compliance
to that rental agreement. The non-owner Skender Hoti
has harassed me since this agreement last year and
he harasses me by phone, sending strangers to my
home to harass me for ^(rent) money and Skender Hoti has
come to my home waking me up at 11pm at night asking
for rent when Hoti (Skender) has been aware of this agreement.
I have witnesses that can provide proof of this harassing
behavior. Please give consideration of this information
in your time and thank you for your attention.
I do have receipts if needed.

plaintiff has
w/ pay

FILED FOR RECORD
2017 MAR 20 PM 12:17
SHARON R. BOYD
CLERK & COMPTROLLER
PALM BEACH COUNTY
COUNTY CIVIL 10

I HEREBY CERTIFY that a copy hereof has been mailed on (date) 3-20-2017, 20 2017,
by regular mail ☒, certified mail ☐, hand delivered ☐, e-mailed, ☐ served to Skender Kati

Name of other party Biba Kati ✓
Address 3103 Green Valley
WPB FL 33406-7635

and to: Attorney (if any) Dickson, Kinkadee, Stoltz
Address 1812 Australian Dr South
Suite 400 WPB FL 33409

Wayne Money
Sign your name
WAYNE MONEY
Print your name
Address 2641 Barkley Drive West #15
WPB FL 33413
Telephone (561) 891-6651
E-mail Address(es) NONE

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE
BLANKS BELOW:

I, (name of non-lawyer) MARK BAKER, a non-lawyer,
located at (street) 2621 Barkley Drive West #15 (city) WPB
(state) FL 33413, (phone) 561-964-0719, helped {name}
Wayne Money
who is the (check one) ☐ petitioner or ☒ respondent, fill out this form.

DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT LAW

1818 AUSTRALIAN AVENUE SOUTH
SUITE 400

WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER
JAMES N. KRIVOK
SCOTT A. STOLOFF
LAURIE G. MANOFF

TELEPHONE
(561) 615-0123

FAX
(561) 615-0126

March 15, 2017

CERTIFIED MAIL - RETURN RECEIPT
REQUESTED and REGULAR MAIL

Beba Hoti
Skender Hoti
3103 Drew Way
West Palm Beach, FL 33406 7635

**Re: Wayne Money / Payent of Rent / Barkley Master Association, Inc. /
2641 Barkley Drive West, Unit D**


Dear Beba Hoti and Skender Hoti:

As you may recall, our firm represents Barkley Master Association, Inc. On September 2, 2016, we sent a letter to you and your tenant, Mr. Wayne Money. We advised Mr. Money that he was to commence paying his rent to the Association, due to the fact that you were delinquent with the Association. We are advised by the Association that Mr. Money has been compliant with our demand.

As we mentioned in the above letter, as long as Mr. Money complies with the demand, you are not permitted under the law to seek to evict Mr. Money, due to nonpayment of rent to you. In violation of the law, we have been furnished a notice you have sent to Mr. Money, threatening to evict him, due to nonpayment of rent.

As stated above, your threat to Mr. Money is in violation of the law. Mr. Money has been paying his rent to the Association which the law permits, due to the demand we previously sent to both of you. It is necessary that you rescind your notice to Mr. Money, immediately.

Very truly yours,



EDWARD DICKER
For the Firm

EAD:sab
cc: Association
Addressee by first-class mail
Wayne Money
271710103.131.

DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT LAW

1818 AUSTRALIAN AVENUE SOUTH
SUITE 400
WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER
JAMES N. KRIVOK
SCOTT A. STOLOFF
LAURIE G. MANOFF
JOHN R. SHEPPARD, JR.

TELEPHONE
(561) 615-0123

FAX
(561) 615-0128

November 2, 2016

Via Hand Delivery

Honorable Robert Panse
Palm Beach County Courthouse
205 North Dixie Highway, Room 6.1203
West Palm Beach, Florida 33401

Re: **Barkley Master Association, Inc. v. Wayne Money**
Case No.: 502016CC011772

Dear Judge Panse:

Undersigned counsel represents the Plaintiff in the above-referenced action. Enclosed for your consideration is a proposed Agreed Order Adopting Settlement Agreement. Wayne Money, the pro se defendant, is in agreement to the entry of this Order. Also enclosed is a copy of the Plaintiff's Motion to Adopt Settlement Agreement.

If the form of the enclosed Agreed Order meets with your approval, please have your Judicial Assistant forward conformed copies to the parties in the self-addressed stamped envelopes provides. Should you require additional information, please have your Judicial Assistant contact my office.

Respectfully submitted,

JOHN R. SHEPPARD, JR.
For the Firm

JRS/dm
Enclosures

cc: Client

Wayne Money, Defendant Pro Se (via regular mail, with enclosures)
2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415
Ed Dicker, Esq.

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

Case No. 502016CC011772

Division: RL

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation,

Plaintiff,

v.

WAYNE MONEY,

Defendant.

AGREED ORDER ADOPTING SETTLEMENT AGREEMENT

THIS CAUSE having come before the Court on the Plaintiff's Motion to Adopt Settlement Agreement, and the Court having been advised that the parties are in agreement to the entry of this Order, and being otherwise duly advised in the premises, it is hereby:

ORDERED AND ADJUDGED as follows:

1. The Settlement Agreement attached hereto as Exhibit "A" is adopted as an Order of this Court and the parties are ordered to comply therewith.
2. The Plaintiff's Complaint for Tenant Eviction in this matter is dismissed and this matter shall stand dismissed, with the Court reserving jurisdiction specifically to enforce the terms of the Settlement Agreement attached hereto as Exhibit "A".

DONE AND ORDERED in Chambers in West Palm Beach, Palm Beach County, Florida,
this ____ day of November 2016.

Honorable Robert Panse

Copies furnished to the following parties:

John R. Sheppard, Jr., Esq., Attorney for Plaintiff, 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409

Wayne Money, Defendant Pro Se, 2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415

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

Case No. 502016CC011772
Division: RL

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation,

Plaintiff,

v.

WAYNE MONEY,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 31 day of October 2016 (hereinafter the "effective date") by and between Plaintiff, BARKLEY MASTER ASSOCIATION, INC. (hereinafter "ASSOCIATION"), and Defendant, WAYNE MONEY (hereinafter "TENANT").

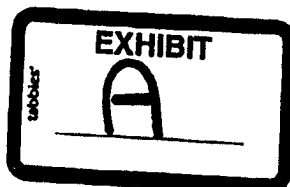
In consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the sufficiency of which is agreed to by the parties, the parties agree as follows:

1. Fatime Ameti is the owner ("OWNER") of the residential property in possession of the TENANT, WAYNE MONEY, which property is described as follows:

Unit D, Building 4, of CRESTHAVEN VILLAS CONDOMINIUM NO. 12, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 1767, Page 1388, of the Public Records of Palm Beach County, Florida.

otherwise known as 2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415 (hereinafter the "Unit").

2. TENANT, WAYNE MONEY, is in current position of the Unit.



3. OWNER, FATIME AMETI, is delinquent in payment of assessments to the ASSOCIATION, and the ASSOCIATION has exercised its right under Section 718.116(11), *Florida Statutes*, to demand rent directly from the TENANT.

4. TENANT shall pay the rent due in the amount of Two Hundred Dollars (\$200.00) per week, beginning on or before November 1, 2016, and on or before each successive Tuesday (until the ASSOCIATION provides TENANT with notice otherwise), by delivering said payments, payable to "DICKER, KRIVOK & STOLOFF, P.A. TRUST ACCOUNT" and delivered to John R. Sheppard, Jr., Esq., 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409, by 5:00 p.m. on November 1, 2016, and by 5:00 p.m. on each Tuesday thereafter.

5. This Settlement Agreement shall be submitted by the Parties to the Court, and the parties hereby request that the Court adopt and approve this Settlement Agreement and incorporate it into an Order to Dismissal to be submitted to the Court upon execution of this Settlement Agreement, requiring the parties to comply with all of the terms of this Settlement Agreement, and reserving jurisdiction specifically for the Court to enforce this Settlement Agreement.

6. Should TENANT fail to make any payment as set forth in paragraph 1 above, then as part and parcel of the Court's reservation of jurisdiction to enforce this matter, the ASSOCIATION may apply Ex Parte with a Verified Notice of Default to the Court, and the Court shall upon such application issue an Order Enforcing Settlement Agreement and a Writ of Possession to remove TENANT, WAYNE MONEY, from the unit without further notice or hearing.

7. Each party to this Settlement Agreement shall bear their own attorneys' fees and costs related to this litigation, including the negotiation of this Settlement Agreement. Should any party be required to enforce this Settlement Agreement, the prevailing party in any action to enforce this Settlement Agreement shall be entitled to recover their attorneys' fees and costs.

8. All of the provisions of this Settlement Agreement shall be binding upon the parties thereto, their respective personal legal representatives, heirs, next of kin, executors, administrators, members, managing members, officers, directors and assigns.

Barkley Master Association, Inc. v. Wayne Money
Case No. 502016CC011772
Division: RL
Settlement Agreement


9. The provisions of this Settlement Agreement shall be interpreted in accordance with the laws of the State of Florida.

10. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts executed and delivered via e-mail and facsimile shall be deemed valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this day and year first above written.

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation

Date: 10/31, 2016

By: 
Print: John Sheppard
Its: Attorney

Date: 10/31, 2016


WAYNE MONEY

T:\Documents\John\BarkleyMaster Association\Moneyeviction2641 BarkleyDrive West\SETTLEMENT AGMT.docx

IN THE COUNTY COURT OF THE 15TH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
Case No. 502016CC011772
Division: RL

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation,

Plaintiff,

v.

WAYNE MONEY,

Defendant.

PLAINTIFF'S MOTION TO ADOPT SETTLEMENT AGREEMENT

Plaintiff, BARKLEY MASTER ASSOCIATION, INC., by and through its undersigned counsel, moves this Court for an order Adopting Settlement Agreement, and states as grounds as follows:

1. The parties have entered into a Settlement Agreement, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit "A".
2. The parties have agreed that the Settlement Agreement attached as "Exhibit A" be adopted as an Order of this Court.

WHEREFORE, Plaintiff respectfully requests this this Court enter an Order Adopting Settlement Agreement in this matter as an Order of the Court and approve same.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served this 2nd day of November 2016 via regular mail on Wayne Money, Defendant Pro Se, 2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415.

DICKER, KRIVOK & STOLOFF, P.A.
Attorneys for Plaintiff
1818 Australian Avenue South, Suite 400
West Palm Beach, Florida 33409
561-615-0123
Primary: jrs@dkslaw.net
Secondary: dm@dkslaw.net

By: _____

JOHN R. SHEPPARD, JR., ESQ.
Florida Bar No. 0867152

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

Case No. 502016CC011772
Division: RL

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation,

Plaintiff,

v.

WAYNE MONEY,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 31 day of October 2016 (hereinafter the "effective date") by and between Plaintiff, BARKLEY MASTER ASSOCIATION, INC. (hereinafter "ASSOCIATION"), and Defendant, WAYNE MONEY (hereinafter "TENANT").

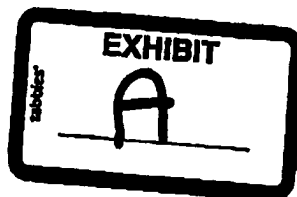
In consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the sufficiency of which is agreed to by the parties, the parties agree as follows:

1. Fatime Ameti is the owner ("OWNER") of the residential property in possession of the TENANT, WAYNE MONEY, which property is described as follows:

Unit D, Building 4, of CRESTHAVEN VILLAS CONDOMINIUM NO. 12, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 1767, Page 1388, of the Public Records of Palm Beach County, Florida.

otherwise known as 2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415 (hereinafter the "Unit").

2. TENANT, WAYNE MONEY, is in current position of the Unit.



3. OWNER, FATIME AMETI, is delinquent in payment of assessments to the ASSOCIATION, and the ASSOCIATION has exercised its right under Section 718.116(11), *Florida Statutes*, to demand rent directly from the TENANT.

4. TENANT shall pay the rent due in the amount of Two Hundred Dollars (\$200.00) per week, beginning on or before November 1, 2016, and on or before each successive Tuesday (until the ASSOCIATION provides TENANT with notice otherwise), by delivering said payments, payable to "DICKER, KRIVOK & STOLOFF, P.A. TRUST ACCOUNT" and delivered to John R. Sheppard, Jr., Esq., 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409, by 5:00 p.m. on November 1, 2016, and by 5:00 p.m. on each Tuesday thereafter.

5. This Settlement Agreement shall be submitted by the Parties to the Court, and the parties hereby request that the Court adopt and approve this Settlement Agreement and incorporate it into an Order to Dismissal to be submitted to the Court upon execution of this Settlement Agreement, requiring the parties to comply with all of the terms of this Settlement Agreement, and reserving jurisdiction specifically for the Court to enforce this Settlement Agreement.

6. Should TENANT fail to make any payment as set forth in paragraph 1 above, then as part and parcel of the Court's reservation of jurisdiction to enforce this matter, the ASSOCIATION may apply Ex Parte with a Verified Notice of Default to the Court, and the Court shall upon such application issue an Order Enforcing Settlement Agreement and a Writ of Possession to remove TENANT, WAYNE MONEY, from the unit without further notice or hearing.

7. Each party to this Settlement Agreement shall bear their own attorneys' fees and costs related to this litigation, including the negotiation of this Settlement Agreement. Should any party be required to enforce this Settlement Agreement, the prevailing party in any action to enforce this Settlement Agreement shall be entitled to recover their attorneys' fees and costs.

8. All of the provisions of this Settlement Agreement shall be binding upon the parties thereto, their respective personal legal representatives, heirs, next of kin, executors, administrators, members, managing members, officers, directors and assigns.

Barkley Master Association, Inc. v. Wayne Money
Case No. 502016CC011772
Division: RL
Settlement Agreement


9. The provisions of this Settlement Agreement shall be interpreted in accordance with the laws of the State of Florida.

10. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts executed and delivered via e-mail and facsimile shall be deemed valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this day and year first above written.

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation

Date: 10/31, 2016

By: 
Print: John Sheppard
Its: Attorney

Date: 10/31, 2016


WAYNE MONEY

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

Case No. 502016CC011772

Division: RL

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation,

Plaintiff,

v.

WAYNE MONEY,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 31 day of October 2016 (hereinafter the "effective date") by and between Plaintiff, BARKLEY MASTER ASSOCIATION, INC. (hereinafter "ASSOCIATION"), and Defendant, WAYNE MONEY (hereinafter "TENANT").

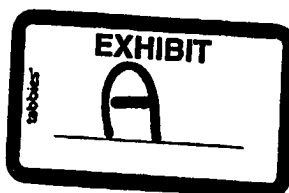
In consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the sufficiency of which is agreed to by the parties, the parties agree as follows:

1. Fatime Ameti is the owner ("OWNER") of the residential property in possession of the TENANT, WAYNE MONEY, which property is described as follows:

Unit D, Building 4, of CRESTHAVEN VILLAS CONDOMINIUM NO. 12, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 1767, Page 1388, of the Public Records of Palm Beach County, Florida.

otherwise known as 2641 Barkley Drive West, Unit D, West Palm Beach, Florida 33415 (hereinafter the "Unit").

2. TENANT, WAYNE MONEY, is in current position of the Unit.



3. OWNER, FATIME AMETI, is delinquent in payment of assessments to the ASSOCIATION, and the ASSOCIATION has exercised its right under Section 718.116(11), *Florida Statutes*, to demand rent directly from the TENANT.

4. TENANT shall pay the rent due in the amount of Two Hundred Dollars (\$200.00) per week, beginning on or before November 1, 2016, and on or before each successive Tuesday (until the ASSOCIATION provides TENANT with notice otherwise), by delivering said payments, payable to "DICKER, KRIVOK & STOLOFF, P.A. TRUST ACCOUNT" and delivered to John R. Sheppard, Jr., Esq., 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409, by 5:00 p.m. on November 1, 2016, and by 5:00 p.m. on each Tuesday thereafter.

5. This Settlement Agreement shall be submitted by the Parties to the Court, and the parties hereby request that the Court adopt and approve this Settlement Agreement and incorporate it into an Order to Dismissal to be submitted to the Court upon execution of this Settlement Agreement, requiring the parties to comply with all of the terms of this Settlement Agreement, and reserving jurisdiction specifically for the Court to enforce this Settlement Agreement.

6. Should TENANT fail to make any payment as set forth in paragraph 1 above, then as part and parcel of the Court's reservation of jurisdiction to enforce this matter, the ASSOCIATION may apply Ex Parte with a Verified Notice of Default to the Court, and the Court shall upon such application issue an Order Enforcing Settlement Agreement and a Writ of Possession to remove TENANT, WAYNE MONEY, from the unit without further notice or hearing.

7. Each party to this Settlement Agreement shall bear their own attorneys' fees and costs related to this litigation, including the negotiation of this Settlement Agreement. Should any party be required to enforce this Settlement Agreement, the prevailing party in any action to enforce this Settlement Agreement shall be entitled to recover their attorneys' fees and costs.

8. All of the provisions of this Settlement Agreement shall be binding upon the parties thereto, their respective personal legal representatives, heirs, next of kin, executors, administrators, members, managing members, officers, directors and assigns.

Barkley Master Association, Inc. v. Wayne Money
Case No. 502016CC011772
Division: RL
Settlement Agreement

9. The provisions of this Settlement Agreement shall be interpreted in accordance with the laws of the State of Florida.

10. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts executed and delivered via e-mail and facsimile shall be deemed valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this day and year first above written.

BARKLEY MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation

Date: 10/31, 2016

By: 

Print: John Sheppard

Its: Attorney

Date: 10/31, 2016


WAYNE MONEY

T:\Documents\John\BarkleyMasterAssociation\Moneyeviction2641BarkleyDriveWest\SETTLEMENT AGMT.docx

DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT LAW

1818 AUSTRALIAN AVENUE SOUTH
SUITE 400

WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER
JAMES N. KRIVOK
SCOTT A. STOLOFF
LAURIE G. MANOFF
JOHN R. SHEPPARD, JR.

TELEPHONE
(561) 615-0123

FAX
(561) 615-0128

September 2, 2016

CERTIFIED MAIL - RETURN RECEIPT
REQUESTED and REGULAR MAIL

Wayne Money
2641 Barkley Drive West
Unit D
West Palm Beach, FL 33415

Re: Payment of Rent / Barkley Master Association, Inc.

Dear Mr. Money:

Please be advised that our firm represents Barkley Master Association, Inc. Section 718.116(11), Florida Statutes, became effective on July 1, 2011. This provision provides that when an owner is delinquent in the payment of assessments, the tenant may be notified, and be required to pay the full amount of the rent directly to the Association. This provision provides as follows:

If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit.

Since your landlord is delinquent in the payment of assessments to the Association, pursuant to the above statutory provision, the Association hereby demands that you begin paying the rent, due on September 1, 2016, and the first of each month thereafter, directly to the Association, until notified otherwise.

Wayne Money

Re: Barkley Master Assn / 2641 Barkley Dr. W/ Unit D

September 2, 2016

Page 2

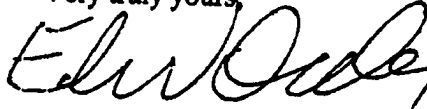
If payment is not timely received from you, the Association shall have the right to evict you from the property. It is necessary that you timely forward the rental payments, due the first day of each month, directly to the Association, commencing with the rent which became due on September 1, 2016. All payments may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to Barkley Master Association, 2605 Barkley Drive, West Palm Beach, Florida 33415, Attention: Shelly Sinclair, and made payable to Barkley Master Association, Inc.

Your obligation to pay your rent to the Association begins September 1, 2016, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the Association written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Association would then begin with the next rental period.

Please note that pursuant to Section 718.116(11), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by the landlord.

GOVERN YOURSELF ACCORDINGLY.

Very truly yours,



BOARD OF DIRECTORS

EAD:sab
cc: Fatime Ameti
Beba Hoti and Skender Hoti
Association
271710109.02L

**DOROTHY JACKS**

Homestead Exemption

E-file

Location Address 2641 BARKLEY DR W D

Municipality UNINCORPORATED

Parcel Control Number 00-42-44-14-16-004-0040

Subdivision CRESTHAVEN VILLAS NO 12 COND DECL IN

Official Records Book 25043

Page 1437

Sale Date FEB-2012

Legal Description 14-44-42 CRESTHAVEN VILLAS NO 12 CONDOMINIUM PARCEL D BLDG 4

Owners

AMETI FATIME

Mailing address3103 DREW WAY
WEST PALM BEACH FL 33406 7635

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2012	\$10	25043 / 01437	WARRANTY DEED	AMETI FATIME
DEC-2005	\$64,000	19646 / 00640	WARRANTY DEED	HOTI SKENDER
NOV-2005	\$10	19646 / 00638	QUIT CLAIM	DAVIDSON CHERYL L
JAN-1990	\$0	06340 / 00753	SUMMARY ORDER	DAVIDSON CHERYL L &
JAN-1978	\$19,000	02849 / 01069	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1

*Total Square Feet 612

Acres

Use Code 0400 - CONDOMINIUM

Zoning -

Tax Year	2016	2015	2014
Improvement Value	\$29,256	\$25,756	\$21,756
Land Value	\$0	\$0	\$0
Total Market Value	\$29,256	\$25,756	\$21,756

All values are as of January 1st each year

Tax Year	2016	2015	2014
Assessed Value	\$23,634	\$21,485	\$19,532
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$23,634	\$21,485	\$19,532

Tax Year	2016	2015	2014
Ad Valorem	\$465	\$432	\$384
Non Ad Valorem	\$240	\$237	\$239
Total tax	\$705	\$669	\$623


EXHIBIT B
COURT DOCKET



















CASE NUMBER: 50-2017-CC-002964-XXXX-MB

Dockets & Documents ▾

Public = 

VOR = 

In Process = 
Page Size: 25 ▾

Docket Number	Effective Date	Description
1	03/16/2017	DIVISION ASSIGNMENT
 2	03/16/2017	COMPLAINT FOR TENANT EVICTION
 3	03/16/2017	PAID \$205.00 ON RECEIPT 2091376
 4	03/16/2017	SUMMONS ISSUED
 5	03/16/2017	SUMMONS ISSUED
 6	03/16/2017	CERTIFICATE OF MAILING
 7	03/20/2017	SERVICE RETURNED (NUMBERED)
 8	03/20/2017	SERVICE RETURNED (NUMBERED)
 16	03/20/2017	MOTION F/B DFT
 9	03/28/2017	MOTION FOR FINAL JUDGMENT
 10	03/28/2017	MOTION FOR DEFAULT
 11	04/04/2017	NOTICE OF DEFAULT NOT ENTERED
 12	04/04/2017	FINAL JUDGMENT BOOK 29004 PAGE 811-811
13	04/04/2017	DISPOSED BY JUDGE
 14	04/10/2017	WRIT OF POSSESSION ISSUED
 15	04/11/2017	ORDER STAYING WRIT OF POSSESSION AND SETTING HRG ON 4/20/17 @ 2:00 PM. DTD 4/11/17 COLLINS
 17	04/12/2017	PAID \$2.00 ON RECEIPT 2130395



18

04/17/2017 NOTICE OF CHANGE OF:

EXHIBIT C
April 11, 2017 Order

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

COUNTY CIVIL DIVISION RJ
CASE NO. 50-2017-CC-002964-XXXX-MB

SKENDER HOTI,
Plaintiff/Petitioner
vs.
WAYNE S MONEY,
Defendant/Respondent.

**ORDER STAYING WRIT OF POSSESSION
AND SETTING HEARING**

THIS CAUSE came before the court in Chambers on Defendant's Motion to Stay Writ of Possession. The court, having reviewed the court file, it is

ORDERED AND ADJUDGED as follows:

1. This Court's Motion to Stay Writ of Possession is granted. The Writ Of Possession issued on April 10, 2017, is hereby stayed until further order of the court.
2. This case is set for hearing on Defendant's Landlord Tenant Action which the Court is treating as a Motion to Stay Writ of Possession on April 20, 2017 at 02:00 pm, in Courtroom 6B, at the Palm Beach County 205 N. Dixie Highway, West Palm Beach, FL 33401. The landlord shall be present to show cause as to why writ should not be stayed and an action of contempt of court should not be instigated based upon settlement agreement in case # 2016CC11772RL where the Barkley Masters Association received an order to be paid rent in lieu of the landlord.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida this 11th day of April, 2017.

50-2017-CC-002964-XXXX-MB 04/11/2017
Sherri L. Collins County Court Judge

50-2017-CC-002964-XXXX-MB 04/11/2017
Sherri L. Collins
County Court Judge

COPIES TO:

SKENDER HOTI 3103 DREW WAY
PALM SPRINGS, FL 33406

WAYNE S. MONEY 2641 WEST BARKLEY DR
APT D
West Palm Beach, FL 33415

John Shepperd, Esq. 1818 Australian Avenue S Suite 400
West Palm Beach, FL 33409

jrs@fcohenlaw.com
tlc@fcohenlaw.com

NOT A CERTIFIED COPY

This notice is provided pursuant to Administrative Order No. 2.207 9/12

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Tammy Anton, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355 4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Tammy Anton, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.”

“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Tammy Anton, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355 4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”

EXHIBIT D
Certified Mail Receipt

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

\$3.35

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

\$0.00

☐ Return Receipt (electronic) \$

\$0.00

☐ Certified Mail Restricted Delivery \$

\$0.00

☐ Adult Signature Required \$

\$0.00

☐ Adult Signature Restricted Delivery \$

\$0.00

Postage

\$

\$6.65

Total Postage and Fees

\$10.00

\$

Sent To

Edward A. DICKER

Street and Apt. No., or PO Box No.

1818 AUSTRALIAN AVE SOUTH SHUTE

City, State, ZIP+4[®]

W.P.B. FL. 33409



Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

EXHIBIT E
March 20, 2017 Emails and Certified Letter to Barkley Attorneys

With Consent Form Re-Attached Fwd: Edward Dicker - Re: Wayne Money Barkley Unit D and Barkley Properties from Skender Hoti 3.20.17

Inbox x



2:58 PM (0
minutes ago)

Skender Hoti

<skendertravel@gmail.com

>

to ead, jrs, dm, ss,
lm,

Consent Forms sent Oct. 13, 2016 to Attorney John Sheppard attached.

Skender Hoti

March 20, 2017

----- Forwarded message -----

From: **Skender Hoti** <skendertravel@gmail.com>

Date: Mon, Mar 20, 2017 at 2:51 PM

Subject: Edward Dicker - Re: Wayne Money Barkley Unit D and Barkley Properties from Skender Hoti 3.19.17

To: ead@dkslaw.net, lm@dks.law.net, jrs@dkslaw.net, dm@dkslaw.net, ss@dkslaw.net

Cc: Skender Hoti <skendertravel@gmail.com>, Slender Hoti <skendertravel@hotmail.com>

Monday March 20, 2017

By Email and Certified Mail Return Receipt

Edward A. Dicker, Attorney

Dicker, Krivok & Stoloff, P.A.
1818 Australian Avenue South
Suite 400
West Palm Beach, FL 33409
[\(561\) 615-0123](tel:5616150123)

Re: Wayne Money, Barkley Unit D and Barkley Cases

Case Numbers: 50-2015-CA-006055-XXXXMB; 50-2015-CA-006054-XXXXMB; and
50-2015-CA-006058-XXXXMB

Mr. Dicker:

I am Skender Hoti and I have your Letter dated March 15, 2017 where you appear to be representing Wayne Money, a Tenant, in addition to Barkley Master Association, Inc.

Your law firm received a written Consent as requested on Oct. 13, 2016 by email sent by my Business Manager in New York Kevin Hall sent to the attorney in your law firm John R. Sheppard. I have re-attached the Consent form from Fatime Ameti, Deed Owner of Unit D and am also Property Manager for my sister Fatime Ameti.

Mr. Wayne Money does not have a Written Lease with either Fatime Ameti or myself. The amount of base "Rent" Mr. Wayne Money owes by oral agreement is \$800 per month paid weekly at \$200 per month out of which the Monthly Maintenance Fees would be paid to your client Barkley Master Association Inc. although it appears now you have 2 "clients".

The Monthly Maintenance Fee is and has been \$259 per month leaving \$541 per month that should have been received by myself and Fatime Ameti for the last 7 months being \$3,787.00 total Owed from Wayne Money.

Your law firm letter on law firm letterhead does Not provide any accounting of these surplus funds nor any indication that this money is sitting in an Interest Bearing Account in Escrow for the benefit of Fatime Ameti and myself.

Additionally. Wayne Money was behind approximately \$1400 in "rent" as of Sept. 2016 when Barkley's starting diverting the payments of rent.

When combined with the \$3,787.00 that totals \$5,187.00 unaccounted for.

Please provide an immediate accounting of where and how the \$3,787.00 is and has been applied and provide Receipts and Proof that the Monthly Maintenance Fees for Sept. 2016 through March 2017 have been fully paid and credited.

I am also requesting that your law firm STIPULATE to Enter into Mediation in all the outstanding cases:
Case Numbers: 50-2015-CA-006055-XXXXMB; 50-2015-CA-006054-XXXXMB; and
50-2015-CA-006058-XXXXMB.

Your law firm took over 3 MONTHS to provide any proper Statements and Payoffs and then still didn't provide verified legal documents to back up the legal fees that your law firm has been Attempting to Collect.

There are detailed notes, emails and documents that go back to Aug. 24, 2016 from my Business Manager Kevin Hall speaking to Shelly Sinclair and then with your law firm.

We also have detailed notes of my conversation with Barkley President Michael Swope from Jan. 18, 2017.

Here are a few examples of just some of the records to bring into Mediation and Court regarding actions by Barkley and your law firm:

Oct. 13, 2016 Email to John R. Sheppard from Business Manager Kevin Hall attaching Consent Forms after verified Fax sent to John Sheppard on Sept. 22, 2016 trying to get clear Bills and Statements from your firm and Barkley to voluntarily settle all 3 cases:

“Now it is nearly 50 DAYS since I first spoke with Shelly Sinclair who could NOT CONFIRM ANY PROOF that Skender RECEIVED Any of the Alleged Bills being claimed and it has been since Sept. 22, 2016 asking for backup and Verification from your office. Now you have the Consent forms to release any information you may have to myself. “

Nov. 21, 2016 Email from attorney Laurie Manoff proving the Dicker Law firm STILL did not have proper legal documents to support the Litigation action by the Levine law group which the Dicker law firm had been continuing taking 3 months plus to come up with basic payoffs while I Skender Hoti was being harmed in the use and enjoyment of the properties.

On Mon, Nov 21, 2016 at 2:57 PM, Laurie Manoff <lm@dkslaw.net> wrote:

Kevin,

At this time, I do not have any Affidavits of Assessments.

From Dec. 13th Email to Attorney Laurie Manoff from Business Manager Kevin Hall trying to settle: Dec 13th Offer to Settle

"As you may recall, even as of Nov. 21, 2016 when your office was providing Payoffs, this process still had taken 3 months as of that time based on original requests I made to Shelly Sinclair on August 24th, 2016 for proper documentation just so Mr. Hoti could make sure all fees due and owing were paid. As you may also recall, even your office still was not able to provide at that time all papers the Levine law group was Billing against Mr. Hoti and during those 3 months to the present, Shelly Sinclair as Manager at Barkley Master Association continued to harass Mr. Hoti and his tenants-prospective tenants and interfere in the rights to use the properties.

As you may also recall, Mr. Hoti and his wife had filed formal Answers and Affirmative Defenses as of June 20, 2015 directly with the Levine Law Group which expressly requested Mediation and indicated the willingness to resolve and satisfy all proper fees at that time."

Please get me the Full Accounting and Receipts for Unit D and a Stipulation to MEDIATE in ALL 3 Cases and I will attend to the withdrawal of the Eviction action for non-payment as well.

Thank you.

Skender Hoti

[561-385-6390](tel:561-385-6390)

cc: Laurie Manoff attorney; John Sheppard attorney;

Barkley Master Association Shelly Sinclair