UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

KAIZEN SOLUTIONS INTERNATIONS, LLC, **Case No. 19-24907-JKO**
Chapter 7

Debtor.
_____/

OBJECTION BY CREDITOR, SHAWN ROBOTKA, TO THE TRUSTEE'S MOTION FOR TURNOVER OF FUNDS HELD AS A RESULT OF STATE COURT LITIGATION

Creditor, Shawn Robotka (the "Creditor" or "Robotka"), by and through counsel, and pursuant to 11 U.S.C. § 542 and 28 U.S.C. Section 1334(c), files this Objection by Creditor, Shawn Robotka, To The Trustee's Motion For Turnover Of Funds (the "Objection") to the Trustee's Motion for Turnover of Funds Held as a Result of State Court Litigation [D.E. 35] and in support thereof states, as follows:

I. PROCEDURAL BACKGROUND.

A. The Debtor's Bankruptcy Filing

1. On November 4, 2019 (the "Petition Date"), the Kaizen International Solutions, LLC ("Kaizen" or the "Debtor") filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code [D.E. 1] (the "Petition") in the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the "Bankruptcy Case").

2. On December 3, 2019, [D.E. 16], the Debtor filed the Initial Schedules and Statement of Financial Affairs [D.E. 16]. On December 4, 2019, the Debtor filed Amended Schedules (the "Amended Schedules") [D.E. 22].

3. The Trustee, Sonya Salkin Slott (the "Trustee") is the duly appointed and acting Chapter 7 trustee of the Debtor's bankruptcy estate (the "Estate").

4. The Debtor's Section 341 Meeting of Creditors was held and concluded on

December 5, 2019 [D.E. 6].

5. On December 17, 2019, the Trustee, Sonya Salkin Slott (the "Trustee"), filed a Motion for Turnover of Funds Held as a Result of State Court Litigation (the "Motion for Turnover") [D.E. 35]. The hearing on the Motion for Turnover is presently scheduled for February 10, 2020 [D.E. 38].

6. On January 13, 2020, Robotka filed his Proof of Claim in the Bankruptcy Case.

B. The State Court Litigation

7. At all times material, Robotka was a member and minority shareholder of the Debtor. According to state court records and as reflected in the Amended Schedules, Robotka loaned the Debtor approximately $45,000.00 on October 24, 2016 [D.E. 22].

8. On or about December 21, 2016, Robotka, as an authorized user and signer of certain corporate bank accounts, legally withdrew approximately $102,942.00 (the "Funds") from those respective accounts.

9. Shortly thereafter, Robotka placed the Funds in escrow in his former counsel Perlman, Bandajas, Yevoli, & Alrbight, P.L.'s ("P.B.Y.A.") trust account.

10. On December 22, 2016, Robotka filed his Verified Complaint (the "Complaint") in the matter styled *Shawn Robotka, derivatively on behalf of Kaizen Solutions International, LLC and individually v. Kaizen Solutions International, LLC, a Florida limited liability company, a/k.a Kaizen International Solutions, LLC, ADD Helium, LLC, Oncourse Training, LLC and Peter Sotis, as managing member of Kaizen Solutions, LLC and individually* Case No. 2016-023011-CACE-21 (the "State Court Action"), in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the "State Court").

11. On December 27, 2016, Robotka filed his Emergency *Ex Parte* Motion for

Temporary Injunction (the "Motion for Temporary Injunction") to enjoin the Debtor from continuing its business activities.

12. On December 28, 2016, the State Court entered an order granting the Motion for Temporary Injunction (the "Order Granting Robotka's Injunction").

13. On January 3, 2017, the Debtor, Add Helium, LLC, OnCourse Training, LLC, and Peter Sotis (the "State Court Defendants") filed their Emergency Motion to Dissolve and Set Aside *Ex Parte* Temporary *Ex Parte* Injunction Order (the "Motion to Dissolve").

14. On January 6, 2017, the State Court granted the Motion to Dissolve (the "Order Granting Motion to Dissolve"), which vacated the Order Granting Robotka's Injunction and ordered that the Funds remain in P.B.Y.A.'s trust account.[1]

15. On January 27, 2017, the State Court Defendants filed their Motion for Temporary Injunction requesting that the Funds be returned to the Debtor, asserting that the Funds belonged to the Debtor, not Robotka.

16. However, the State Court's Order on Defendants' Motion for Temporary Injunction entered on June 30, 2017 (the "Injunction Order") concluded that: (i) Robotka was entitled to withdraw the Funds; (ii) Robotka's testimony regarding the Funds was credible; (iii) the Debtor would not suffer irreparable harm absent an injunction; and, most importantly, (iv) "the [F]unds in the respective bank accounts included funds that belong to [] Robotka, and to which he was entitled to have returned to him, including, but not limited to, $45,000.00 which was an anticipated loan to the company, but for which Mr. Robotka never received consideration." (*See Injunction Order*, attached hereto as **Exhibit "A"** at ¶ 3).

[1] The January 6, 2017 Order indicated that the Funds "held by [Robotka's] counsel shall remain in [Robotka's] counsel's trust account until either an agreement of the parties or further order of the Court without waiver of any of the parties' rights."

17. On November 13, 2017 Robotka's former state court counsel, Annesser & Chaiken, PLLC ("Annesser & Chaiken")[2], filed its Motion to Withdraw as Counsel of Record (the "Annesser Motion to Withdraw").

18. On December 11, 2017, the State Court granted the Annesser Motion to Withdraw and entered an order directing Annesser & Chaiken, along with P.B.Y.A, to jointly deliver the Funds to Robotka's new counsel (the "Annesser Withdrawal Order").

19. In the event Robotka did not obtain new legal counsel within thirty (30) days, the Court ordered Annesser & Chaiken and P.B.Y.A. to jointly deliver the Funds to the Debtor's former state court counsel, Keller Landsberg P.A.'s ("Keller Landsberg"), trust account.

20. On September 12, 2018, Alan P. Dagen, Esq. of The Law Offices of Alan P. Dagen, P.A. ("Attorney Dagen") filed its Notice of Appearance on behalf of Robotka. Because the filing took place more than thirty (30) days after the Annesser Withdrawal Order, however, the Funds had been transferred to Keller Landsberg in the interim.

21. On August 7, 2019, Keller Landsberg filed its Motion to Withdraw as Counsel for Defendants, Motion to Continue and To Stay All Pending Matters in State Court (the "Keller Landsberg Motion to Withdraw").

22. On September 20, 2019, in light of Keller Landsberg's withdrawal, Robotka filed his Motion to Transfer Monies in Trust and Notice of Hearing (the "Motion to Transfer") to have the Funds transferred from Keller Landsberg to Attorney Dagen's trust account.

23. On October 10, 2019, the State Court granted Keller Landsberg's Motion to Withdraw and entered its Order on Motion to Withdraw as Counsel for Defendants Motion to Continue and to Stay All Pending Matters (the "Keller Withdrawal Order").

[2] According to the June 8, 2017 Notice of Change of Address, the two (2) attorneys from P.B.Y.A. representing Robtoka, John W. Annesser and Robert A. Bernstein, formed a new entity, Annesser & Chaiken, PLLC.

24. Notably, the Keller Withdrawal Order directed Keller Landsberg to deliver the Funds to the State Court Defendants' new counsel within forty five (45) days. In the event the State Court Defendants did not retain new counsel, the Court required Keller Landsberg to deliver the Funds to Attorney Dagen's trust account within sixty (60) days. (*See the Keller Withdrawal Order*, attached as **Exhibit "B"**).

25. Thereafter, on November 12, 2019, after the Petition Date, Keller Landsberg received a demand for the Funds from the Trustee.

26. In light of the competing obligations from the State Court and the Trustee, Keller Landsberg filed its Motion for Enlargement of Time to Comply With Order on Motion to Withdraw as Counsel for Defendants, Motion to Continue, and to Stay All Pending Matters with the State Court on December 6, 2019.

27. Shortly thereafter, on December 17, 2019, the Trustee filed its Motion for Turnover seeking to place the Funds in the hands of the Trustee. Notably, the Motion for Turnover contends the Funds were allocated from several entities, including approximately $28,355.02 from the Debtor.

28. Because there is an ongoing dispute regarding the Funds in State Court, Robotka objects to the Trustee's Motion for Turnover and requests that the Court enter an order preserving the Funds in escrow with Attorney Dagen until Robotka and State Court Defendants have resolved these issues in the State Court Action.

II. RELIEF REQUESTED

29. For the reasons stated herein, the Objection must be sustained in light of the ongoing State Court Action and orders entered in that proceeding.

30. The Eleventh Circuit Court of Appeals has previously observed that the turnover

provisions of the Bankruptcy Code do not allow a debtor to recover monies from disputed claims based strictly on state law. *Charter Crude Oil Co. v. Exxon Co.*, (*In re Charter Co.*), 913 F. 2d 1575, 1579 (11th Cir. 1990). Stated differently, Section 542 does not provide trustees and debtors in possession with the ability to recover property where a dispute exists between the parties. *In re Ven-Mar Int'l., Inc.*, 166 B.R. 191, 192-93 (Bankr. S.D. Fla. 1994).

31. Here, although the State Court Action has been stayed as to the Debtor under 11 U.S.C. § 362, a dispute still exists between Robotka and the other State Court Defendants in the State Court Action regarding the Funds. Notably, the State Court acknowledged that a portion of the Funds belong to Robotka and ordered former counsel for the Debtor to deliver the Funds to Robokta's counsel prepetition, but this never occurred in light of the Debtor's bankruptcy filing.

32. Based upon the Injunction Order and pending claims in the State Court, Robotka contends the State Court is the proper forum to adjudicate and determine the allocation of the Funds and, at a minimum, the Bankruptcy Court should abstain, whether through mandatory or permissive abstention, from this matter pursuant to 28 U.S.C. § 1334(c). Thus, the Funds should not be turned over to the Trustee, in whole or in part, until the State Court Action has been resolved such that the State Court has made a finding, if any, that the Debtor was entitled to and/or has interest in such property. *See In re Ven Mar Int'l*, 166 B.R. at 192-93.

33. Instead, the Funds should be released and turned over to Attorney Dagen pursuant to the Keller Withdrawal Order pending further order of the State Court. Even assuming the Funds are turned over to the Trustee, Robotka agrees with the Trustee's position as cited in the Motion for Turnover, that the relief requested "shall not constitute any determination that the Funds are not property of the estate" and, therefore, such turnover "shall not affect a waiver of any parties [Robotka] rights to argue that the proper forum to determining the ultimate

entitlement to the Funds should be the State Court." [D.E. 35 ¶ 8].

34. Based on the foregoing, Robotka's Objection to the Motion for Turnover should be sustained.

WHEREFORE, Creditor, Shawn Robotka, respectfully requests that the Court enter an Order: (i) sustaining the Objection; (ii) directing that the Funds be released and turned over to Attorney Dagen; (iii) that the Bankruptcy Court abstain from this matter pursuant to 28 U.S.C. Section 1334(c); and (iv) such further relief as the Court deems just and proper.

Dated: February 6th, 2020.

GENOVESE JOBLOVE & BATTISTA, P.A.
Attorneys for Creditor, Shawn Robotka
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By: /s/ *Joyce A. Delgado*
Barry P. Gruher, Esq.
Florida Bar No. 960993
Joyce A. Delgado, Esq.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Motion was served via CM/ECF Notification and/or U.S. Mail to all parties on the attached service list on the 6th day of February, 2020.

By: /s/ *Barry P. Gruher*
Barry P. Gruher, Esq.
Florida Bar No. 960993

SERVICE LIST

Served Via CM/ECF Notification

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Served Via U.S. Mail

All parties on the attached mailing matrix.

EXHIBIT A

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 6/30/2017 9:27:26 AM.****

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

SHAWN ROBOTKA, derivatively on behalf of KAIZEN SOLUTIONS INTERNATIONAL, LLC and individually,

Plaintiff,

CASE NO.: 2016-023011 (21) CACE

v.

KAIZEN SOLUTIONS INTERNATIONAL, LLC, a Florida limited liability company, a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, ADD HELIUM, LLC, a wholly owned subsidiary of Kaizen Solutions International, LLC, ONCOURSE TRAINING, LLC, a wholly owned subsidiary of Kaizen Solutions International, LLC, and PETER SOTIS, as managing member of Kaizen Solutions International, LLC, and individually,

Defendants.
_____/

ORDER ON DEFENDANTS' MOTION FOR TEMPORARY INJUNCTION

THIS CAUSE having come before the Court, on Defendants' Motion for Temporary Injunction, and the Court having heard argument of counsel, reviewed the evidence presented, the hearings on this applicable case law, reviewed the motion, and otherwise being duly advised in the premises, finds as follows:

ORDERED AND ADJUDGED:

The Defendants request this Court issue a mandatory temporary injunction requiring the Plaintiff to return funds in the amount of $102,942.00 to Defendants which Plaintiff withdrew from the Defendant entities' respective bank accounts on December 21, 2016. Such funds remain in escrow, where they had been placed by Plaintiff shortly after they were withdrawn from the respective accounts. It is undisputed that Plaintiff Shawn Robotka, at all times relevant hereto, was an authorized user on the respective business accounts from which the funds were removed and, as such, was legally permitted access, and use such funds.

"Injunctive relief is an extraordinary and drastic equitable remedy which should be granted sparingly and only after the moving party has satisfied every one of the demanding prerequisites." *Florida High School Activities Assn. v. Kartenovich*, 749 So.2d 1290, 1291 (Fla. 3d DCA 2000). Moreover, "[m]andatory injunctions [which require that a defendant do some positive act or that acts be undone] are looked upon with disfavor, and the courts seem even more reluctant to issue them than prohibitory ones." *Shaw v. Tampa Elec. Co.*, 949 So.2d 1066, 1070 (Fla. 2d DCA 2007) *(fn. 3)*. In the instant case, the relief sought by Defendant is a mandatory injunction. "The trial court must consider four elements in determining whether to issue a temporary injunction: "(1) the likelihood of irreparable [injury], (2) the unavailability of an adequate remedy at law, (3) a substantial likelihood of success on the merits, and (4) that a temporary injunction will serve the public interest." *Fla. Digestive Health Specialists, LLC v. Colina*, 192 So. 3d 491, 494 (Fla. 2d DCA 2015). "The movant bears the burden of going forward with evidence to establish a prima facie case to support the injunctive relief." *Sunplus Credit, Inc. v. Office of the AG, Dep't of Legal Affairs*, 752 So. 2d 1225, 1227 (Fla. 4th DCA, 2000). Defendants have argued that where, as here, the non-movant has altered the previous *status quo,* the burden shifts to the non-movant to present a *prima facie* case against the issuance of a temporary injunction. This position is unsupported by the law.

"[T]he mandatory injunction will not usually be granted until the final hearing of the case on its merits, unless on showing of a clear right coupled with a case of urgent necessity or extreme hardship." *Bowling v. Nat. Convoy & Trucking Co.*, 101 Fla. 634 (Fla. 1931). Accordingly, the Court analyzes each of the requisite elements below.

1. Likelihood of Irreparable Injury:

Defendants state, as the sole basis for their claim that they would sustain an irreparable injury, that if the court does not enter the requested temporary injunction, the businesses would be forced to cease their operations. In support of such claim, Defendants' witness, Mr. Peter Sotis,

testified on February 17, 2017 that if the court did not return the money removed from the companies' accounts immediately, the businesses would not be able to operate and the business would file bankruptcy. (Feb. 17, 2017 Hrg. Tr: 21: 18-21). Notwithstanding such testimony, as of June 9, 2017 the business Add Helium had not only remained solvent and in business, but Plaintiff Shawn Robotka testified that the business was thriving according to its social media posts. The imminent bankruptcy testified to by Mr. Sotis was speculation and conjecture. Injunctive relief is not available when the right to the injunction is premised on a speculative, future event. *Lutsky v. Schoenwetter,* 172 So. 3d 534, 534 (Fla. 3d DCA 2015). The Court finds that the potential filing of a future bankruptcy is speculative to form the basis for a claim of irreparable harm.

Even if the filing of a bankruptcy petition absent the entry of a temporary injunction in this case was a foregone conclusion, such harm is insufficient to constitute an irreparable injury in light of the facts of this case. Florida law is clear that injunctive relief is not available "where the injury the movant was attempting to prevent is purely monetary." *Lutsky v. Schoenwetter,* 172 So.3d 534 (Fla. 3d DCA 2015). "Irreparable injury is injury that cannot be cured by monetary damages." *Id.*

Defendants rely upon *U.S. 1 Office Corp. v. Falls Home Furnishings, Inc.*, 655 So.2d 209 (Fla. 3d DCA 1995) for their argument that the complete loss of a business constitutes irreparable harm. The relevant facts in *U.S. 1 Office Corp.* are distinguishable from the facts of the instant case. The party seeking the injunction in *U.S. 1 Office Corp.* had recently relocated its business to a new location and therefore, had no track record from which to calculate any alleged monetary damage incurred absent the issuance of a temporary injunction. Mr. Sotis testified that the business has been in operation since 2005 and has maintained books and records of its operations from that time. In *U.S. 1 Office Corp.* the movant had an "absence of a track record at the new location." *Id. at 210.* The Court found that "[w]hile an alleged loss of business will not support a finding of irreparable harm, evidence of the potential destruction of a business, without a track record from which to calculate the potential loss and with harm of a continuing nature, may in some cases

provide sufficient indicia of irreparable harm to support temporary injunctive relief." *Id.* In the instant case, Defendants have failed to offer evidence that it would be unable to calculate the amount of damages it would incur absent the issuance of a temporary injunction. There is insufficient evidence to support a finding of irreparable harm.

2. Adequate Remedy at Law:

Defendants have argued that they lack an adequate remedy at law. In a case that is factually similar to the instant case, whereby funds were allegedly improperly taken out of a business account by one of the partners of such business, the Fourth District found that the moving party had an adequate remedy at law in an action for money damages for conversion. *Weinstein v. Aisenberg,* 456 So.2d 705 (Fla. 4th DCA 2000). In *Weinstein,* the plaintiff was granted a temporary injunction enjoining the defendant from transferring or withdrawing any funds which defendant had allegedly withdrawn "from the corporate account [of a jointly owned company] without [the plaintiff's] authorization by forging [the plaintiff's] signature on the withdrawal authorization form." *Id. at 706.* In the instant case, the Plaintiff is alleged to have removed funds from various corporate bank accounts to which he was an authorized signer and user. Under such conditions, the Fourth District found that a temporary injunction was improper as the plaintiff "had an adequate remedy at law – money damages for conversion." *Id. at 707; see also, Digaeteno v. Perotti,* 374 So.2d 1015 (Fla. 3d DCA 1979) (finding that where party had filed an action for conversion, an adequate remedy at law exists thereby precluding the issuance of a temporary injunction). In the instant case, Defendants have filed numerous claims for conversion and civil theft against Plaintiff Shawn Robotka. Based upon the foregoing, this Court finds that Defendants have failed to demonstrate that they lack an adequate remedy at law.

3. Substantial Likelihood of Success:

"Preliminarily, "substantial" can be defined in this context as "strong, solid, … considerable or ample" so that "substantial likelihood" of success on the merits means more than

a probability of success or even a preponderance of evidence in support of [the movant's] claims." *Barnes v. Burger King Corp.*, 1994 U.S. Dist. LEXIS 21005 (S.D. Fla. June 29, 1994). After considering the testimony of Plaintiff Shawn Robotka, Defendant Peter Sotis, and Mrs. Claudia Sotis, the Court finds that numerous factual disputes exist which would be determinative of the parties' rights relating to the subject funds currently being held in escrow. Both Plaintiffs and Defendants claim a right to the subject funds, and have each stated both a factual basis and legal argument which could arguably entitle each respective party to entitlement to such funds.

Specifically, Mr. Sotis testified that Mr. Robotka was granted the right to access the subject funds which includes, but is not limited to, the withdrawal, transfer or depositing of funds into the respective business accounts. Defendants argue that Plaintiff Shawn Robotka was not entitled to remove funds from the business accounts. The evidence presented was that the funds in the respective business accounts included funds that belonged to Plaintiff Shawn Robotka, and to which he was entitled to have returned to him including, but not limited to, $45,000.00 which was an anticipated loan to the company, but for which Mr. Robotka never received consideration.[1] "[T]he Court notes that such a finding does not imply that, after engaging in discovery and investigation, [movants] would still be unable to establish the claim … it merely means that, as discussed above, no definitive conclusions can be drawn from the current evidence." *See Jacksonville Coalition for Voter Prot. v. Hood*, 351 F. Supp. 2d 1326, 1337 (M.D. Fla. Oct. 25, 2004).

4. The Temporary Injunction Will Serve the Public Interest:

Defendant Sotis testified that if the temporary injunction were entered, and the subject funds were returned, such funds would be used in the continued operation of Add Helium.

[1] Mr. Robotka had been promised a promissory note in exchange for the anticipated loan, but such promissory note was never delivered.

Defendants failed to offer any testimony or evidence to how the granting of the requested temporary injunction would serve the public interest.

Plaintiffs offered the testimony of Mr. Sotis, on cross examination, that Add Helium had purchased hundreds, if not a thousand Chinese air tanks. The tanks were neither Department of Transportation ("D.O.T.") nor Underwater ("UW") approved. Plaintiffs solicited testimony from Mr. Sotis regarding his shipment of professional grade dive equipment to a Libyan militant in contravention of U.S. trade and embargo laws as well as testimony regarding a dive trip which Mr. Sotis attended. One of the divers died while using equipment provided by Add Helium (including the aforementioned Chinese air tanks). This Court finds that Defendants have failed to satisfy the requirement that the requested temporary injunction s the public interest.

The Court did not find the testimony of Mr. Sotis to be credible. The Court finds the testimony of Mr. Robotka to be credible. This Court finds that the best way to preserve the *status quo* between the parties is to require the funds remain in escrow pending the resolution of the litigation in this matter, or upon the agreement of the parties as to how such funds should be disbursed.

Based on the foregoing:

1. Defendants/Counter/Claimants Motion for Temporary Injunction is Denied.

DONE AND ORDERED in Chambers at Ft. Lauderdale, Broward County, Florida this 30 day of June, 2017.

Barbara McCarthy
HONORABLE BARBARA MCCARTHY

Copies furnished : (by mail)
John W. Annesser, Esquire
Raymond Robin, Esquire

EXHBIIT B

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 10/10/2019 4:30:00 PM.****

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: 16-023011 (21) CACE

SHAWN ROBOTKA, derivatively on behalf of Kaizen Solutions International LLC and individually,

Plaintiff,

v.

KAIZEN SOLUTIONS INTERNATIONAL LLC, a Florida limited liability company, a/k/a KAIZEN INTERNATIONAL SOLUTIONS LLC, ADD HELIUM LLC, a wholly owned subsidiary of Kaizen Solutions International LLC, ONCOURSE TRAINING LLC, a wholly owned subsidiary of Kaizen Solutions International LLC, and PETER SOTIS, as managing member of Kaizen Solutions International LLC and individually.

Defendants.
_____/

Filed In Open Court.
CLERK OF CIRCUIT COURT,
BROWARD COUNTY
ON 10-10-19
BY D. Green

ORDER ON MOTION TO WITHDRAW AS COUNSEL FOR DEFENDANTS, MOTION TO CONTINUE AND TO STAY ALL PENDING MATTERS

THIS CAUSE having come before the Court on October 10, 2019, upon the Motion to Withdraw as Counsel for Defendants, Motion to Continue and to Stay all Pending Matters ("Motion"), and the Court having reviewed said Motion, heard argument of counsel, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. The Motion to Withdraw is hereby **GRANTED** as follows:

2. Except as set forth below, Keller Landsberg PA and all of its attorneys, including but not limited to Raymond L. Robin, Esq., shall be relieved of all further responsibility in this case and in connection with the representation of Defendants/Counter-Claimants, Kaizen International Solutions LLC, Add Helium LLC, OnCourse Training LLC, and Peter Sotis, and Counter-Claimant, Rebreather World LLC (collectively "Defendants") in this case.

3. This matter is stayed for 30 days.

4. Defendants shall have 30 days within which to retain new counsel.

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 10/10/2019 4:30:00 PM.****

5. Unless and until such time as new counsel appears on behalf of Defendants, all future pleadings, papers and correspondence in this matter may be served on Defendants by serving Peter Sotis at peter@kaizenllc.org.

6. Pursuant to the Court's Order dated December 11, 2017, Keller Landsberg PA currently holds in its Trust Account in the amount of $102,942.00 ("Funds").

7. In the event Defendants or any of them retain new counsel ("New Counsel") who within 30 days of this Order (1) files a notice of appearance; ***and*** (2) provides notice to the Court and Plaintiff's counsel that he or she is willing to receive and hold the Funds in his or her Trust Account and abide by the Court's Order dated January 6, 2017, Keller Landsberg PA is directed to deliver the Funds to New Counsel within 45 days of the date of this Order to be held in New Counsel's Trust Account in accordance with the Court's January 6, 2017 Order.

8. In the event that within ~~45~~ 30 days of this Order, no notice of appearance is filed on behalf of Defendants ***or*** no notice is provided by New Counsel expressing a willingness to receive and hold the Funds and abide by the Court's January 6, 2017 Order, within 60 days of the date of this Order, Keller Landsberg PA is directed to deliver the Funds to the Law Offices of Alan P. Dagen, P.A. to be held in its Trust Account in accordance with the Court's January 6, 2017 Order.

DONE AND ORDERED in Open Court in Broward County, Florida on this 10th day of October, 2019.

Circuit Judge Raag Singhal

Copies furnished to:

Alan P. Dagen, Esq., *Counsel for Plaintiff*
Email: alan@litigationlawyerattorney.com

Raymond L. Robin, Esq., *Counsel for Defendants/Counter-Claimants*
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Defendants/Counter-Claimants
Email: peter@kaizenllc.org