

**The Florida Bar
Inquiry/Complaint Form**

STOP - PLEASE DOWNLOAD THIS FORM TO YOUR COMPUTER BEFORE FILLING IT OUT.

PART ONE (See Page 1, PART ONE – Complainant Information.):

Your Name: MARINA COLON

Organization:

Address: 160 W CAMINO REAL # 102

City, State, Zip Code: BOCA RATON FLORIDA 33432

Phone: (561) 770-8909

Email: info@scottonracing.com

ACAP Reference No.:

Does this complaint pertain to a matter currently in litigation? Yes ☒ No ☐

PART TWO (See Page 1, PART TWO – Attorney Information.):

Attorney's Name: MICHAEL GOLDSTEIN Florida Bar No. 372950

Address: PeytonBolin, PL 3343 W Commercial Blvd, Suite 100

City, State, Zip Code: FORT LAUDERDALE FLORIDA 33309

Phone: (954) 316-1339

PART THREE (See Page 1, PART THREE – Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheet).

PART FOUR (See Page 1, PART FOUR – Witnesses.): The witnesses in support of my allegations are: (attach additional sheet).

PART FIVE (See Page 1, PART FIVE – Acknowledge Oath and Signature.):



YOU MUST PLACE YOUR MARK IN THE BOX ACKNOWLEDGING THE OATH AND YOU
MUST SIGN YOUR FULL NAME BELOW.

Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

MARINACOLON

Print Name

Signature

Marina Colon

Date

*Having trouble? Download the form and open the document in Adobe Acrobat™.

Formal Complaint Against Attorney Michael Goldstein, Esq.

Florida Bar Association

Attn: Attorney Discipline Department

651 E. Jefferson Street

Tallahassee, FL 32399-2300

Subject: Formal Complaint Against Attorney Michael Goldstein, Esq. (Bar No. 372950) for
Misconduct, Fraud, and Ethical Violations

To Whom It May Concern,

I am submitting this formal complaint against Attorney Michael Goldstein, Bar No. 372950, for fraud, misconduct, dishonesty, and multiple violations of the Florida Rules of Professional Conduct arising from his actions in the foreclosure case Oriole Golf & Tennis Club Condominium One-J Association, Inc. v. Marina Colon, Case No. CONO-24-006729, pending in Broward County, Florida.

This attorney has engaged in intentional misconduct, fraud upon the court, and an unlawful attempt to enrich himself at the expense of an elderly, legally blind, and seriously ill U.S. citizen, Ms. Marina Colon (82 years old). His actions constitute an egregious abuse of the legal system and a direct violation of Ms. Colon's constitutional right to due process, as well as a blatant disregard for ethical legal standards.

I. Summary of Misconduct

Filing a Fraudulent and Forged Affidavit of Service

Mr. Goldstein docketed a false and fraudulent affidavit in the case, pretending it was signed by Ms. Marina Colon, asserting that she resides in New York—a fact that is completely false. Ms. Colon has never lived in New York.

The affidavit is clearly fraudulent and, upon examination, contains another name and an unrelated case number in the bottom right-hand corner, proving that the document was repurposed from another case—a clear act of fraud and negligence.

Legal Violations:

Florida Rule of Professional Conduct 4-3.3(a) (Candor Toward the Tribunal) – Knowingly submitting a false affidavit to the court.

Florida Rule of Professional Conduct 4-8.4(c) (Misconduct) – Engaging in fraudulent, dishonest, and deceitful conduct.

Florida Statutes Section 817.234 – Prohibits filing fraudulent documents with the intent to mislead.

Case Law Support:

Pino v. Bank of New York, 121 So. 3d 23, 33 (Fla. 2013) – The Florida Supreme Court holds that filing fraudulent documents in a foreclosure case constitutes misconduct and fraud upon the court.

Juris v. Inamed Corp., 685 F.3d 1294, 1296 (11th Cir. 2012) – Service of process must comply with due process, and fraudulent affidavits invalidate a judgment.

Failure to Properly Serve Ms. Colon, Depriving Her of Due Process Rights

Mr. Goldstein falsely certified that Ms. Colon was properly served in the foreclosure case. In reality, she was never notified of the proceedings, which resulted in a judgment being entered without her knowledge.

The false affidavit was used to justify an unlawful judgment. Only after the judgment was entered did Ms. Colon begin receiving calls from numerous attorneys who informed her that her property was in foreclosure.

Legal Violations:

Florida Rule of Professional Conduct 4-3.4 (Fairness to Opposing Party and Counsel) – Prohibits falsifying evidence, including fraudulent service.

Florida Statutes Section 48.031 – Requires strict compliance with personal service requirements.

Florida Statutes Section 57.105 – Prohibits misleading or unsupported claims in court.

Case Law Support:

Roberts v. Stidham, 39 So. 3d 446, 448 (Fla. 2d DCA 2010) – Service of process must be valid and must not be fraudulent.

Decker v. Kaplus, 763 F.2d 15, 16 (1st Cir. 1985) – Fraudulent service or improper notice voids a judgment.

Unethical and Unlawful Attempt to Financially Exploit a Vulnerable Elderly Citizen

Ms. Colon is 82 years old, legally blind, and suffers from multiple severe health conditions, requiring daily medication and assistance.

Instead of correcting his prior misconduct, Mr. Goldstein is now attempting to unjustly increase the judgment by an additional \$6,000 in legal fees, despite Ms. Colon having already raised the funds to pay the original judgment, past-due county taxes, and January association fees.

The attorney's sole justification for increasing the judgment is that Ms. Colon exercised her constitutional right to due process by filing motions in court after the judgment was entered—motions that Mr. Goldstein never responded to or objected to.

Legal Violations:

Florida Rule of Professional Conduct 4-1.5 (Fees and Costs for Legal Services) – Prohibits an attorney from requesting excessive fees for work not performed.

Florida Rule of Professional Conduct 4-8.4(d) (Conduct Prejudicial to the Administration of Justice) – Attempting to financially exploit a vulnerable litigant.

Florida Statutes Section 501.204 (Unfair and Deceptive Trade Practices Act) – Prohibits abusive financial practices against consumers, including foreclosure litigants.

Case Law Support:

Nationstar Mortgage LLC v. Silva, 239 So. 3d 782, 785 (Fla. 3d DCA 2018) – Courts must consider financial hardship and potential elder exploitation in foreclosure cases.

Pelfrey v. Educ. Credit Mgmt. Corp., 71 F. App'x 139, 141 (11th Cir. 2003) – Elderly and disabled litigants require special judicial protection.

II. Requested Disciplinary Action Against Mr. Goldstein

Given the serious and egregious nature of the violations, I respectfully request that the Florida Bar take immediate disciplinary action against Mr. Goldstein, including:

Formal Investigation into his fraudulent affidavit, improper service, and unethical financial practices.

Immediate Disciplinary Sanctions, including a formal reprimand or suspension, for knowingly engaging in fraud, deceit, and misconduct.

Restitution or Sanctions Against Mr. Goldstein to prevent him from unlawfully profiting from his misconduct.

A referral to the Florida Supreme Court for further disciplinary review, if necessary.

The Florida Bar must protect the integrity of the legal profession and prevent further misconduct against elderly and vulnerable individuals. Mr. Goldstein's actions violate fundamental legal ethics and due process rights, and he must be held accountable to the fullest extent.

Additional Allegations of Misconduct Against Attorney Michael Goldstein

On February 12, 2025, a court hearing was held in which Ms. Marina Colon was present along with her son, Rogerio Scotton, who acted as a translator and assisted his mother in understanding the legal proceedings, her rights, and the court process.

During the hearing, Attorney Michael Goldstein falsely alleged that he had received threatening emails from Ms. Colon and her son, Mr. Scotton. These accusations are entirely false and unsupported by any credible evidence. In reality:

Mr. Scotton only emailed the attorney to inquire about the fraudulent affidavit of service that falsely claimed Ms. Colon had been served.

Mr. Scotton also questioned why the attorney was attempting to increase legal fees based on post-judgment motions that were never objected to or contested.

There was never any communication that could be interpreted as a threat. The attorney's claim was made in bad faith to deflect from his own misconduct.

Attorney Goldstein's Attempt to Profit From His Own Negligence

Attorney Goldstein is now attempting to unjustly and illegally increase attorney's fees, in violation of Florida law and Florida Bar Rules:

Failure to Properly Serve Ms. Colon

Attorney Goldstein failed to properly serve Ms. Colon, violating Florida Statutes Section 48.031, which requires personal service.

After the judgment was entered, numerous attorneys contacted Ms. Colon, proving that she was easily findable, but the Plaintiff failed to notify her before judgment.

This due process violation should prevent Attorney Goldstein from profiting from his own negligence.

Legal Precedent:

Juris v. Inamed Corp., 685 F.3d 1294 (11th Cir. 2012) – A judgment based on improper service violates due process.

Roberts v. Stidham, 39 So. 3d 446 (Fla. 2d DCA 2010) – Improper service invalidates financial penalties resulting from the judgment.

Unjustifiable Attempt to Increase Legal Fees

Attorney Goldstein is demanding an additional \$7,235.50 in attorney's fees, bringing the total fees to \$16,647.16—which exceeds the amount actually owed to the association (\$13,627.72).

The law prohibits attorneys from increasing legal fees for work they never performed.

He never objected to any of Ms. Colon's motions, nor did he respond to them. Yet, he is now falsely claiming that additional work was required.

Florida Bar Rules Violated:

Rule 4-1.5(a) (Fees and Costs for Legal Services): Prohibits excessive and unreasonable attorney fees.

Rule 4-8.4(c) (Misconduct): Prohibits attorneys from engaging in dishonesty, fraud, deceit, or misrepresentation.

Rule 4-3.3(a) (Candor Toward the Tribunal): Prohibits knowingly making false statements to a court, including claiming false threats or fraudulent service.

Legal Precedent Against Excessive Fees:

Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985) – Attorney fees must be fair and proportional to the case.

Gulf Power Co. v. Gabel, 127 So. 2d 598 (Fla. 1961) – Courts must prevent excessive legal fees that result in unjustified financial gain.

Request for Disciplinary Action

Attorney Michael Goldstein has engaged in fraud, misconduct, and an abuse of legal fees in violation of Florida law and the Florida Rules of Professional Conduct. I respectfully request that the Florida Bar:

Conduct a formal investigation into his false affidavit of service, attempt to increase legal fees illegally, and false allegations of threats.

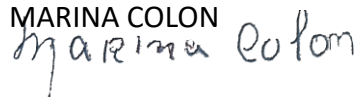
Issue disciplinary action, including a formal reprimand, suspension, or disbarment for knowingly engaging in misconduct and dishonesty.

Deny any additional legal fees to Attorney Goldstein, as they were improperly claimed through deceptive and unethical practices.

This case is an example of a lawyer abusing his position to exploit an elderly, legally blind, 82-year-old woman with no financial resources. The Florida Bar must take immediate action to protect the integrity of the legal profession and ensure that attorneys like Mr. Goldstein are held accountable for their unethical actions.

Sincerely,

MARINA COLON

A handwritten signature in cursive script that reads "Marina Colon".

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

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM
ONE J ASSOCIATION, INC., a Florida not-for-profit
corporation,

Plaintiff,

CASE NO.: CONO-24-006729

vs.

CARLOS COLON; MARINA COLON A/K/A
MARINA CHAVEZ;
Defendants.

AFFIDAVIT OF MARINA CHAVEZ

STATE OF FLORIDA
COUNTY OF Broward

Before me, the undersigned authority, duly authorized in the State of Florida to take acknowledgments and administer oaths, personally appeared MARINA CHAVEZ ("Affiant"), who, after being by me first duly sworn, deposes and states as follows:

1. **Identity of Affiant:** My name is MARINA CHAVEZ. I was born on February 24, 1982.
2. **Non-Identity with Defendant:** I am aware that an individual named MARINA CHAVEZ is listed as a defendant in Broward Case No. CONO-24-006729. I hereby affirm that I am not the same MARINA CHAVEZ listed as a defendant in the aforementioned case.
3. **No Interest in Property:** I declare that I have no legal or equitable interest in the property located at 7797 Golf Circle Dr, #204 Margate, FL 33063, legally described as:

The Condominium Parcel known as Apartment 204-J of Oriole Golf & Tennis Club Condominium One-J, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5095, Page 629-705 and pursuant to Survey, Plat Plan and Graphic Description of Improvements recorded in Condominium Book 6, Page 25 all of the Public Records of Broward County, Florida.

4. **Purpose of Affidavit:** This affidavit is executed for the purpose of clarifying the identity of the MARINA CHAVEZ involved in Broward Case No. CONO-24-006729 and to confirm my lack of interest in the property described herein. This affidavit may be used in legal proceedings related to the said case or property.

FURTHER AFFIANT SAYETH NOT.

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

5/14/2024
Date

Marina Chavez
Signature of Affiant

MARINA CHAVEZ
35 Lebkamp Avenue
Huntington, NY 11743

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~Su+folk~~

Sworn to and subscribed before me this 14 day of May, 2024, by **MARINA CHAVEZ**,
who is [] personally known to me or [] who has produced NY license as identification

[Notary Seal]

Brianna Lopes
Notary Public

Printed Name Brianna Lopes

My Commission Expires March 8th 2028

BRIANNA LOPES
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LO0021935
Qualified in Suffolk County
Commission Expires March 8, 2028

AFFIDAVIT OF SERVICE

State of Florida

County of Broward

County Court

Case Number: CONQ-24-006729

Plaintiff: ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE J ASSOCIATION, INC., NOT FOR PROFIT CORPORATION

vs.

Defendant: CARLOS COLON, ET AL.,

For: Michael Goldstein
PEYTONBOLIN, PL

Received by Caplan, Caplan & Caplan Process Servers on the 2nd day of February, 2024 at 2:16 pm to be served on MARINA COLON A/K/A MARINA CHAVEZ, 35 LEBKAMP AVE, HUNTINGTON, NY 11743, THOMAS ARLEO, being duly sworn, depose and say that on the 2nd day of APRIL, 2024 at 6:16 P.m., executed service by delivering a true copy of the **SUMMONS, COMPLAINT FOR FORECLOSURE AND EXHIBITS** in accordance with state statutes in the manner marked below:

() **INDIVIDUAL SERVICE:** Served the within-named person by delivering a true copy of pleadings and informed said person of the contents therein, with the date, hour and initials of service endorsed thereon by me, in compliance with State Statutes.

☒ **SUBSTITUTE SERVICE:** By serving EDWIN CHAVEZ as BROTHER/ CO-RESIDENT Served the within-named person residing with defendant/witness, over the age of 18, by delivering a true copy of pleadings and informed said person of the contents therein, with the date, hour and initials of service endorsed thereon by me in compliance with Florida State Statute.

() **SUBSTITUTE SERVICE D/B/A:** By serving _____ as _____ Served the within-named person over the age of 18, by delivering a true copy of pleadings and informed said person of the contents therein, with the date, hour and initials of service endorsed thereon by me after 2 or more attempts to serve the owner have been made at the place of business in compliance with Florida State Statute. Attempts were made: Date _____ Time: _____ and Date: _____ Time: _____

() **SERVED:** Served a Authorized person by delivering a true copy with date and hour of service endorsed to _____ as _____ who stated they are authorized to accept

() **POSTED SERVICE:** After attempting service on ____/____/____ at _____ and on ____/____/____ at _____ to a conspicuous place on the property described herein with the date/hour and initials of service endorsed thereon by me

() **POSTED SERVICE:** To a conspicuous place on the property described herein with the date, hour and initials of service endorsed thereon by me

() **NON SERVICE:** For the reason detailed in the Comments below.

Military Status: () Yes or ☒ No If yes, what branch? n/a

Marital Status: () Married or ☒ Single Name of Spouse n/a

COMMENTS: DESCRIPTION: LIGHT BROWN MALE, BALD, 40-45 YRS
5'7"-5'9", 150-175 LBS

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Service / Return of Service and that the facts stated in it are true. I certify that I have no interest in the above action, am of legal age and service was made within this state by an officer authorized to serve process where the person was served.

Subscribed and Sworn to before me on the 3rd day of APRIL, 2024 by the affiant who is personally known to me.

NOTARY PUBLIC

HAUREDY A. LETRAU
Notary Public, State of New York
NY, 0123456789
Qualified in Nassau County

Commission Expires February 11, 2025

THOMAS ARLEO
PROCESS SERVER # n/a
Appointed in accordance with State Statutes

Caplan, Caplan & Caplan Process Servers
351 SW 136th Avenue
Suite 207
Davie, FL 33325
(305) 374-3428

Our Job Serial Number: 2024004810
Ref: 6489



6. There is due and owing by the obligor(s) to the Plaintiff:

A total amount of \$23,039.38 is due, which includes the amounts detailed in the Affidavit of Amounts Due and Owing (Motion for Final Judgment EXHIBIT B) and additional sums accrued through October 22, 2024.

- a. \$11,461.56 in past due regular assessments (1/01/2023 – 10/17/2024);
- b. \$453.61 in past due special assessments (1/01/2023 – 10/17/2024);
- c. \$1,551.55 in interest accrued on the past due assessments (1/01/2023 – 10/17/2024);
- d. \$9,411.66 in Attorney fees & Costs pursuant to affidavits filed;
- e. \$125.00 in late fees; and
- f. \$36.00 in other costs incurred by Association incident to the collection process

SUBTOTAL

\$23,039.38

7. The grand total amount referenced in Paragraph 6 shall bear interest from this date forward at the prevailing legal rate of interest.

8. Plaintiff holds a lien for the grand total sum specified in Paragraph 6 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest, or claim of the Defendants and all persons, corporations, or other entities claiming by, through, or under the Defendants or any of them, and the property will be sold free and clear of all claims of the Defendants, with the

**IN THE COUNTY COURT
IN AND FOR BROWARD COUNTY, FLORIDA**

ORIOLE GOLF & TENNIS CLUB CONDOMINIUM
ONE J ASSOCIATION, INC., a Florida not-for-profit
corporation,

Plaintiff,

CASE NO.: CONO-24-006729

vs.

CARLOS COLON; MARINA COLON A/K/A MARINA
CHAVEZ; UNKNOWN TENANT # 1; UNKNOWN
TENANT # 1, ET AL.,

Defendants.

AFFIDAVIT OF DILIGENT SEARCH AND INQUIRY

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, the undersigned notary public, this date appeared Sarah Abraham, being personally known to me and having taken an oath, deposes and says:

1. I have made diligent search and inquiry to discover the current residence of MARINA COLON A/K/A MARINA CHAVEZ, who are over 18 years of age.
2. A comprehensive LexisNexis Accurant "Person Search" was conducted to search nationwide public record sources on or about June 10, 2024 in an effort to discover the current residence of MARINA COLON A/K/A MARINA CHAVEZ.
3. In addition to the Accurant search(es) described above, the following action(s) were taken to discover the current residence of MARINA COLON on or about July 22, 2024.
 - a. Inquiry of Social Security Information
 - b. Tax Assessor's records in area where defendant was last known to reside
 - c. Inquiry to determine if defendants are in military service
 - d. Review of association's records to ascertain most recent mailing address on file
 - e. Phone inquiry of association representative to ascertain the most recent mailing address
4. Attempts to Serve Process and Results are attached to this Affidavit as "Exhibit A."
5. This affidavit is given on the basis of the affiant having knowledge pertaining to the above-styled action and more particularly to the fact that Defendant cannot be found within this state for service of summons.
6. That Defendant is a natural person, and subject to constructive service by publication pursuant to Fla. R. Civ. P. 1.070(e) and § 49.041, Florida Statutes.

**IN THE COUNTY COURT
IN AND FOR BROWARD COUNTY, FLORIDA**

ORIOLE GOLF & TENNIS CLUB
CONDOMINIUM ONE J ASSOCIATION,
INC., a Florida not-for-profit corporation,

Plaintiff,

vs.

CASE NO.: CONO-24-006729

MARINA COLON, et al.,

Defendants.

**MOTION TO RESET SALE, MOTION FOR SECOND AMENDED FINAL JUDGMENT AND
REQUEST FOR AUTHORIZATION TO ALLOW PLAINTIFF TO PAY PAST DUE TAXES TO
AVOID TAX DEED SALE**

Plaintiff, ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE J ASSOCIATION, INC., through its undersigned counsel, hereby files this Motion to Reset Sale, Motion for Second Amended Final Judgment and Request for Authorization to Allow Plaintiff to Pay Past Due Taxes to Avoid Tax Deed Sale, against Defendants and in support thereof states as follows:

1. On November 8th, 2024, Final Judgment was granted against all Defendants, see docket entry #30.
2. On November 14th, 2024, Plaintiff requested an Amended Final Judgment solely to obtain a foreclosure sale date see docket entry #31.
3. Following the entry of the Amended Final Judgment, and leading up to the sale date, Defendant Marina Colon filed numerous pleadings which culminated in an emergency hearing being conducted before this Court on January 9th, 2025, the day before the sale was set to take place, see docket entries #34 – 39, & 41 - 43.
4. In part due to the motions filed by the Defendant, the scheduled foreclosure sale did not take place as scheduled.
5. Additionally, in the days prior to the scheduled foreclosure sale, Plaintiff was made aware that back taxes were not paid on the property and a tax deed was scheduled for February 19, 2025, if back taxes in the amount of \$2,131.73 for the subject property belonging to Defendants were not paid by February 18, 2025. See *Exhibit "A"* attached

hereto. Plaintiff is requesting authorization from the Court to pay the back taxes, in order to protect the Plaintiff's interest in the property pursuant to the Final Judgment obtained against the Defendants and the subject property and add that amount to the Second Amended Final Judgment.

6. Attached hereto as *Exhibit "B"* is the revised affidavit of amounts due and owing which includes assessments that have come due since the prior judgment and the payment for back taxes due in the amount of \$2,131.73 that will be paid by the Plaintiff if authorized by the Court.
7. The additional pleadings and the emergency hearing forced Plaintiff to expend a considerable amount of additional attorney's fees and costs in addition to the fees which were initially awarded in the Amended Final Judgment. See *Exhibits "C" and "D"* attached hereto for supplemental affidavits for attorney's fees and costs attesting to these amounts.
8. Plaintiff also requests a new sale date for this matter.

WHEREFORE, Plaintiff respectfully requests this Court enter an Order, authorizing Plaintiff to pay the \$2,131.73 in past due taxes in order to avoid the subject property being sold in a tax deed sale, granting a Second Amended Final Judgment to include the additional assessments that have come due since the prior judgment, granting supplemental attorney fees and costs, and to reset the foreclosure sale to the next available sale date.

CERTIFICATE OF SERVICE

We Hereby Certify that a true and correct copy of the foregoing was furnished by U.S. Mail to Marina Colon at 160 W. Camino Real, #102, Boca Raton, FL 33432 and info@legalhelp4u.com; to Carlos Colon at 7797 Golf Circle Dr #204, Margate, FL 33063, on this _____ day of January, 2025.

Michael Goldstein, Esq.
mgoldstein@peytonbolin.com
Foreclosure@peytonbolin.com
Florida Bar No.: 372950
Attorney for Plaintiff

PeytonBolin, PL
3343 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309
Telephone: (954) 316-1339
Facsimile: (954) 727-5776

From: [Roger Scotton](#)
To: [Julio Hierro](#); [Michael Goldstein](#)
Subject: RE: Breakdown of total amount due as requested
Date: Monday, January 27, 2025 3:34:00 PM

Good Morning Mr. Hierro,

Thank you for providing the spreadsheet outlining the charges and payments applied to the account, as well as the reference to Florida Statutes Section 718.116(3) regarding the allocation of payments. While I appreciate the information provided, I must reiterate the following:

Request for Payment Instructions:

Despite requesting payment instructions on two occasions, your office has yet to provide the necessary details for resolving the currently declared judgment amount. Instead, the focus has shifted to attempting to amend the judgment to include additional attorney fees and assessments. This is delaying resolution and undermining our ability to settle this matter in good faith.

Improper Attempt to Amend Judgment:

As previously stated, we strongly object to any attempts to amend the judgment to include fees or assessments that were not part of the original judgment. Your reliance on Florida Statutes Section 718.116(3) applies only to the order of allocation for payments, not as justification for post-judgment amendments to inflate the amount owed.

Case Law Support: Courts have consistently held that post-judgment amendments should only be allowed under exceptional circumstances (*Salkin v. Habitat II Condominium, Inc.*, 943 So. 2d 903 (Fla. 4th DCA 2006)).

The January 2025 assessment and additional attorney fees are not overdue or justified for inclusion in the judgment at this stage. Any such attempt will be met with a formal objection in court.

Filing of a Motion for Payment Instructions:

Since your office is more focused on exploring ways to increase the judgment rather than facilitating payment, I will be filing a motion with the court to obtain clear payment instructions for the existing judgment amount. This will ensure transparency and avoid further delays.

Final Warning Regarding Judgment Changes:

I have already communicated this to Mr. Goldstein, and I will repeat it here: If your office proceeds with attempts to inflate the judgment amount, I will ensure this matter

escalates to litigation at every level, including appeals to the Supreme Court if necessary. By the time the legal process concludes, there will be no equity left in the property to cover any legal fees.

As I have made clear, my family is prepared to resolve this matter by paying the current judgment amount promptly, provided payment instructions are given. However, any attempt to unfairly burden my mother, an 82-year-old legally blind woman, with unjustified additional fees will leave me with no choice but to take further action to protect her constitutional rights and hold your office accountable.

I trust that your office will act professionally and in compliance with the law. I await your response with the necessary payment details.

Thank you for your attention to this matter.



Roger Scotton-Co Owner/Director
Legal Help 4 You
160 Camino real #102
Boca Raton, FL 33432
rs@legalhelp4y.com
(561) 770-8909

Nothing in this message should be interpreted as a digital or electronic signature that can be used to form, execute, document, agree to, enter into, accept or authenticate a contract or other legal document. This electronic communication, and any files included in this communication, may contain confidential information that is legally privileged and confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this in error, please immediately notify us by return e-mail, fax and/or telephone and destroy this original transmission and its attachments without reading or saving in any manner. Thank you.

From: Julio Hierro <julio@peytonbolin.com>

Sent: Monday, January 27, 2025 3:15 PM

To: Roger Scotton <rs@legalhelp4y.com>; Michael Goldstein <mgoldstein@peytonbolin.com>

Subject: Breakdown of total amount due as requested

Good Morning Roger,

Attached, as you requested, you will find the PDF copy of the excel sheet used to calculate the total due balance owed to the Association. This spreadsheet lists all charges and payments applied to the account for the unit. Please note that all attorney fees are not included on this spreadsheet as our office filed affidavits as to those fees. The spreadsheet includes interest.

Please note, all payments made for the account were applied per the application method outlined in, FL statute 718.116(3), pursuant to below

"Assessments and installments on assessments which are not paid when due bear interest at the rate provided in the declaration, from the due date until paid. The rate may not exceed the rate allowed by law, and, if no rate is provided in the declaration, interest accrues at the rate of 18 percent per year."

"Any payment received by an association must be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment."

Our office will be moving to set our Motion to Reset Sale and to Amend the Judgment. The Court can make the determination as to additional assessments that have come due and additional attorney fees based on the motions filed.

Thank you,

Julio Hierro
Paralegal

PeytonBolin, PL
3343 W Commercial Blvd, Suite 100
Fort Lauderdale, FL 33309
[954.316.1339](tel:954.316.1339) | julio@peytonbolin.com

DISCLAIMER: PeytonBolin, PL may be collecting information pertaining to the collection of a debt. Any information collected for this purpose will be used solely for that purpose. This e-mail contains information from PeytonBolin, PL that may be confidential, privileged, and exempt from disclosure under applicable law. The information is intended only for use by the person or entity to which it is addressed. If you are not the intended recipient of this message, you are hereby notified that any review, dissemination, distribution or copying of this message and any attachments thereto, is strictly prohibited. If you have received this message in error, please notify us immediately by telephone at **Error! Filename not specified.** [\(877\) 739-8662](tel:877.739.8662).



January 22, 2025

Marina Colon
7797 Golf Circle Dr, #204
Margate, FL 33063
Primary E-Mail Address: rs@legalhelp4y.com

VIA E- MAIL(RS@LEGALHELP4Y.COM)

RE: Balance Due Letter - Case # CONO-24-006729

Dear Ms. Colon

As you are aware, this firm represents Oriole Golf & Tennis Club Condominium One J Association, Inc. (hereinafter "Association"). Pursuant to your request for a balance due amount please see the description below:

<u>Description of amount owed</u>	<u>Amount</u>
Ledger balance through January 31, 2025:	\$15,987.89
Attorney's Fees (as of the date of this letter):	\$12,859.00
Attorney's Costs (as of the date of this letter):	\$2,037.96

TOTAL OUTSTANDING (as of the date of this letter): **\$30,884.85**

You are advised to remit the sum of \$30,884.85 on or before January 31, 2025, to bring your account current and avoid further legal action.

To bring your account current immediately, check or money order(s) must be made payable to *PeytonBolin, PL Trust Account* and mailed to 3343 West Commercial Blvd. Suite 100, Fort Lauderdale, FL 33309. You may wire the funds at your expense. If you choose to wire funds, contact our office at accounting@peytonbolin.com to receive wire instructions.

Michael Goldstein

Michael Goldstein
Attorney for Oriole Golf & Tennis Club Condominium One J
Association, Inc
PeytonBolin, PL
3343 W. Commercial Blvd., Suite 100
Fort Lauderdale, Florida 33309
(954) 316-1339

NOTICE: Pursuant to 15 U.S.C. § 1692g(a), this law firm is attempting to collect a debt and any information obtained will be used for that purpose. The above referenced Association is the creditor to whom the debt is owed. Unless you, the debtor, within thirty (30) days after receipt of this notice dispute the validity of the debt or any portion thereof, this law firm will assume the debt is valid. If you notify this law firm in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, this law firm shall obtain written verification of the debt and mail the same to you.