

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

IN RE: ESTATE OF
INGEBORG LEATHERBURY aka INGEBORG L'EPISCOPO,
Deceased.

PROBATE DIVISION Case No. PRC-24-0004892

**OMNIBUS RESPONSE OF LINDA BRINK, (Sole Heir & Interested Person) TO THE OMNIBUS
RESPONSE FILED BY COUNSEL OF THE PERSONAL REPRESENTATIVE TO VARIOUS MOTIONS
FILED BY LINDA JOHANNA BRINK**

URGENT NOTICE TO THE COURT.

Three days after the scheduled hearing (October 13, 2025), an auction is set to sell all company-owned properties acquired under the irrevocable Management Buyout Agreement of August 29, 2008, placing Ms. Brink's lawful ownership and family legacy at immediate and irreparable risk.

PART A – PROCEDURAL BACKGROUND:

On 09/15/2025, counsel for the Personal Representative filed an "Omnibus Response" seeking to dismiss or defeat multiple motions previously filed by Linda Johanna Brink the sole heir and biological daughter of Decedent.

In order to assist the Court in reviewing the issues clearly and efficiently, this Response is structured in a point-by-point format. For ease of reference:

- i. *Statements made by the Personal Representative in the Omnibus Response appear in italicized blue text.*
- ii. **Ms. Brink's corresponding responses appear in black text immediately following each such statement.**

This format is intended to support clarity and ease of reference in addressing each issue raised by the Omnibus Response and to demonstrate where the Personal Representative's arguments are procedurally and substantively deficient.

TRANSITION TO SUBSTANTIVE ISSUES – WILL OBJECTION

Having set out the procedural background, Ms. Brink now addresses the first substantive issue raised in the Omnibus Response: the Personal Representative’s opening statements regarding the decedent’s Last Will and Testament and his appointment as Personal Representative.

This objection is not a mere technicality—it arises from **serious factual and legal concerns** about the Will’s preparation, execution, and admission to probate, including inconsistencies with Florida probate law, questions of proper witnessing, and the decedent’s long-standing pattern of procrastination and erratic conduct. Critically, the Will must be read in the context of the **irrevocable Management Buyout Agreement dated August 29, 2008**, under which Ms. Brink lawfully acquired Good Service Realty Inc. and its assets **well before the Will was drafted**. The Will’s silence regarding these assets confirms they were **not part of the estate** at the time.

Despite repeated, documented attempts by Ms. Brink to secure acknowledgment of the MBO and clarity on estate assets, the Personal Representative and his counsel **ignored multiple letters, emails, and inventory submissions**, undermining transparency and proper administration of the estate.

The **point-by-point format below** presents each statement by the Personal Representative in sequence, immediately followed by Ms. Brink’s response, supported by detailed exhibits. This demonstrates the **procedural and substantive deficiencies** in the Omnibus Response and establishes Ms. Brink’s legal, equitable, and contractual claims concerning the estate.

1. HAAGENSON OMNIBUS MOTION OPENING STATEMENT

Undersigned counsel represents Roger Haagenson, as the duly appointed and acting Personal Representative of the instant estate. This honorable court admitted the Decedent's last Will and testament to probate and appointed Roger Haagenson as personal representative via court order dated October 29, 2024, Letters of Administration having been issued the same day to Mr. Haagenson, and he has not been discharged.

2. BRINK RESPONSE – OBJECTIONS TO THE ALLEGED WILL

The Personal Representative asserts that the “*Last Will and Testament of the Decedent was validly and properly admitted to probate.*” I respectfully dispute both the authenticity and validity of the purported Will. Serious procedural and substantive irregularities relating to its execution, witnessing, filing, and custodianship, raising substantial questions that demand **immediate judicial scrutiny** before the Court or any party relies on the instrument. These concerns, when considered alongside the lawful Management Buyout Agreement dated August 29, 2008, highlight that the MBO assets were transferred **prior to the drafting of the Will**, and were therefore **never part of the estate**.

Background and Context

The origins of the purported Will are inseparable from a deeply troubled family history. In the early 1980s, my mother (the Decedent) became involved in a prolonged and distressing dispute with her second husband over his testamentary intentions. That confrontation, and the tragic consequences that followed, are well-documented in the official police report. When her husband, already suffering from advanced Parkinson's disease, refused to sign a new will that favored her after she had destroyed his original one, he went to a motel, leaving behind an unsigned will crumpled inside a paper bag beside his body. He later died in hospital following this suicide attempt.

Despite this tragic event, my mother later told a newspaper that *"he wanted to die and I wanted him dead,"* a statement made in the course of an unsuccessful lawsuit she brought against the hospital for keeping him alive. The Court ruled against her claim. This history is not raised for sensationalism, but because it demonstrates a consistent pattern. That issues of coercion, will destruction, and control over testamentary instruments were central to my mother's life and relationships.

Decades later, during a heated confrontation between us regarding the 2008 Management Buy-Out ("MBO") of her business, *Good Service Realty Inc.*, my mother angrily stated: *"You are a devil woman—you will get nothing in my will! I'm going to leave it all to the Cat Fund!"* Shortly thereafter, the purported Will now before this Court appeared, allegedly drafted by the same attorney now serving as Personal Representative. Based on my knowledge of her personality and habits, it is doubtful that she ever finalized or properly executed such a document. Her long-time indecision was well known. In one later letter, the drafting attorney himself remarked that he no longer wished to act for her because *"she could never make up her mind."*

A former real estate colleague also recalled seeing a letter from that same law firm to my mother during the COVID period, referring to her continued difficulty finding an attorney to *"get a will drawn up."* These contemporaneous facts make it implausible that a properly executed Will from either 2010 or 2011 existed and was held for over a decade without my mother ever mentioning it to meet her changing circumstances over the next 13 years.

Irregularities in Execution

Closer inspection of the document deepens this concern. The handwriting of my mother's name appearing after the word "We" at the top of the *Self-Proof* page differs markedly from her known handwriting, including her signature on a Bank of America check (**Exhibit F**). The two samples show clear inconsistencies in letter formation, slant, and spacing, indicating the "Decedent's" name on the self-proof page may not have been written by her.

Under **Florida Probate Rule 5.950** and **§ 732.503, Fla. Stat.**, both the testator and witnesses must personally sign the will and the self-proof affidavit in each of their own handwriting. If

handwriting analysis confirms that the Decedent's name was entered by another person, the document's self-proof is invalid. A forged or proxy-entered signature voids the attestation and destroys the presumption of authenticity.

Request for Forensic Examination

Accordingly, I respectfully request that the Court order an independent forensic handwriting analysis comparing:

- A. The handwritten name of the Decedent on the self-proof page, (**Exhibit E**) and
- B. Verified exemplars of her signature, including the Bank of America check, (**Exhibit F**).

If the handwriting expert confirms that the signature or written name was not entered by the Decedent, this would constitute prima facie evidence of **forgery or defective execution**, rendering the Will void ab initio under **In re Estate of Olson, 181 So. 2d 642 (Fla. 1966)** and **In re Estate of Watkins, 622 So. 2d 1103 (Fla. 4th DCA 1993)**. Florida courts have held that a will lacking proper attestation or genuine execution **cannot be "admitted to probate"** and that any letters of administration issued pursuant to such an instrument must be revoked.

Need for Judicial Intervention

In light of these authorities, the question of the Will's authenticity and lawful execution is not a minor technicality but a foundational issue that goes to the heart of the Court's jurisdiction to administer the estate under the purported instrument. Until the question of authorship and attestation is resolved—particularly in light of credible forensic indications of forgery and procedural irregularities by the drafting attorney—it would be inequitable and premature to proceed with the administration or to deny standing to the Decedent's lawful heir.

Accordingly, I respectfully submit that this matter warrants **temporary suspension of further estate administration** and discovery deadlines, pending independent handwriting analysis and judicial determination of the Will's validity. Moreover, this situation underscores the broader issue of **unequal procedural treatment**: where I, originally as an overseas self-represented litigant, have been held to exacting filing standards, while substantial procedural and ethical breaches by the Personal Representative's counsel have been overlooked.

It is within this context that I again seek equitable tolling and full judicial review of my pending claims and objections. This forensic review is not speculative. It directly impacts the presumptive validity of the Will under § 732.503 and is necessary to ensure that subsequent probate actions are founded on legally verified documentation.

Irregularities in Filing and Custodianship

On October 3, 2024 (New Zealand time), I telephoned the law office of Haagenson & Haagenson at approximately 6:17 a.m. (NZ time) and spoke with Mr. Bryan Haagenson. During that call, Mr. Haagenson stated he was unaware that my mother had passed away, that her third husband (Robert L'Episcopo) had died, or that she had remarried in 2021. He further stated that he did not know whether a will existed.

Despite these admissions, the Will was filed exactly 21 days later, on October 23, 2024 and only after the law firm was notified of the death by me. Under **Florida Probate Rule 5.180**, a custodian of a will must file it within **10 days** of learning of the testator's death. The law firm therefore exceeded the statutory deadline by at least 11 days.

This delay is significant because the same counsel has since argued that my own filings should be barred as "untimely." When the Personal Representative himself violated identical procedural time limits, yet suffered no consequence, it creates an unmistakable appearance of inequity in the application of probate rules.

Irregularities in Execution and Handwriting

Closer inspection of the Will deepens this concern. The handwriting of my mother's name appearing after the word "we" at the top of the *Self-Proof* page differs markedly from her known handwriting, including her signature on a **Bank of America** check (attached as *Exhibit C*). The two samples show clear inconsistencies in letter formation, slant, and spacing—indicating the decedent's name on the *Self-Proof* page may not have been written by her.

Under **§ 732.503, Fla. Stat.**, and **Florida Probate Rule 5.950**, the testator and witnesses must each personally sign the will and the self-proof affidavit in their own handwriting. If handwriting analysis confirms that the decedent's name was written by another person, the document's self-proof is invalid. A forged or proxy-entered signature voids the attestation and destroys the presumption of authenticity.

Request for Forensic Examination

Accordingly, I respectfully request that the Court order an **independent forensic handwriting analysis** comparing:

1. The handwritten name of the decedent on the self-proof page; **(Exhibit E)**.
2. Verified exemplars of her signature, including the Bank of America checks **(Exhibit F)**.

If expert examination confirms that the handwriting on the *Self-Proof* page was not entered by the decedent, this would constitute prima facie evidence of **forgery or defective execution**, rendering the Will void *ab initio* under **In re Estate of Olson**, 181 So. 2d 642 (Fla. 1966) and **In re Estate of Watkins**, 622 So. 2d 1103 (Fla. 4th DCA 1993). Florida courts have consistently held that a will lacking proper execution or attestation cannot be admitted to probate, and that any Letters of Administration issued pursuant to such an instrument must be revoked.

MBO and Asset-Ownership Context

The Will's silence regarding *Good Service Realty Inc.* is equally telling. The 2008 Management Buy-Out (MBO) between myself and my late mother transferred to me, full beneficial ownership of the company, and the nine properties in its titled ownership listed under **Annexure A**. She was scheduled to receive a USD 1 million payout as part of that agreement under a 70% loan-to-value bank facility. This transaction is corroborated by contemporaneous correspondence and the filing of the original MBO with this Court.

The purported June 16, 2011 Will makes **no reference to Good Service Realty Inc.**, confirming that both the decedent and her counsel were aware that the business had been transferred and therefore was no longer part of the estate. That factual reality contradicts the suggestion of deliberate disinheritance and demonstrates that the estate now improperly includes property not lawfully subject to administration. Any perceived disinheritance must be evaluated **in light of this contractual transfer**, which legally removes the company assets from the probate estate.

Conclusion and Relief Requested

Given the cumulative evidence, procedural delay, questionable execution, the MBO's existence, and the attorney's dual role as both drafter and Personal Representative, I respectfully submit that the Court should:

1. **Suspend further estate administration** pending an independent forensic handwriting examination;
2. **Direct full discovery** of all will-related files, drafts, and correspondence maintained by Haagenon & Haagenon from 2010 onward;
3. **Require production of original signature pages** for physical inspection; and
4. **Preserve the estate assets** pending resolution of the Will's validity, including the nine properties under *Good Service Realty Inc.*

Urgent Circumstances:

I note that a hearing has been scheduled for **Monday, October 13, 2025**, just **three days before an auction of the entire company-owned property portfolio**. This timing places the estate and my contractual and homestead rights at immediate risk of irreparable harm. Unless the Court acts to **temporarily enjoin any sale or transfer**, the estate assets could be permanently altered or dissipated before the Will's validity or my MBO rights are judicially confirmed.

Until the Court determines whether the Will was executed in accordance with Florida law, any reliance on it as a valid testamentary instrument would be premature and potentially unjust. I therefore respectfully request the Court to grant **emergency injunctive relief** to prevent irreparable harm while the issues are fully adjudicated.

3. HAAGENSON WILL DISINHERITANCE STATEMENT

The Decedent died on or about September 28, 2024. Her Last Will and Testament dated June 16, 2011, was, as set forth above, admitted to probate. This Last Will and Testament contains a detailed dispositive scheme (Article Fourth) while further has deliberately and intentionally made no provision and disinherits entirely Linda Johanna Brink and her family.

4. BRINK RESPONSE – WILL DISINHERITANCE AND MBO CONTEXT

Brink respectfully submits that the statement of total disinheritance must be understood in the context of a binding, executed Management Buyout Agreement (MBO) entered into between herself and the Decedent on August 29, 2008, for the purchase of Good Service Realty Inc.

1. Reference in the Will

The Will includes the statement: *"I have deliberately made no provision for my daughter, Linda J. Iverson and/or her family for reasons of which she is aware."*

- The referenced "reasons" directly relate to the irrevocable MBO agreement, (**Exhibit A**) by which ownership of Good Service Realty Inc. transferred to Ms. Brink.
- The Will makes no mention or bequest of Good Service Realty Inc, reflecting that the corporation had already been sold and therefore was not part of the estate at the time the Will was drafted.

2. Delivery and Acknowledgment of the MBO

On September 1, 2008, the Decedent personally delivered the **original signed MBO** to Haagenson & Haagenson for safekeeping and to provide a copy to Ms. Brink.

- The MBO included full detail of the **nine properties now in dispute**, their tax values, market values, and financing arrangements, including a **70% LVR bank line** to facilitate payout to the Decedent and USD1,000,000 to fund her sabbatical. An integral part of the MBO objective and terms.
- Correspondence and letters sent to Haagenson & Haagenson, including delivery confirmations and repeated notices regarding the MBO the properties, and the payout structure **was ignored** by the firm, despite their duty to recognize the binding agreement. (*Exhibit B – Summary of Letters and Emails to PR re MBO.*)

3. Knowledge of the Personal Representative

- Roger Haagenson, now acting as Personal Representative, had direct interactions with Ms. Brink dating back to her return to the US in 2006 when she began operating Good Service Realty Inc. in anticipation of full ownership under the MBO.
- These facts establish that both the PR and his firm had longstanding knowledge of the MBO, including its legal and contractual effect on the estate.

4. Irrevocable Nature of the MBO

- The MBO agreement contains an express irrevocable clause, stating that the agreement *“would not terminate in the event of non-closing or non-completion within the timeframe of any of the terms contained herein.”*
- Accordingly, ownership of Good Service Realty Inc. fully vested in Ms. Brink at the time of execution and remained unaffected by subsequent actions or inactions of the Decedent or her counsel.

5. Conclusion

- Good Service Realty Inc. is not an asset of the estate. The Decedent’s Will cannot retroactively disinherit Ms. Brink from an asset she had already purchased under a binding and irrevocable agreement.
- Any purported disinheritance is therefore illusory, and the Court should recognize that Ms. Brink’s ownership rights predate and supersede any claim by the estate.

Brink respectfully requests the Court to enter an order compelling the Personal Representative to exclude the nine properties owned by Good Service Realty Inc. from the estate and to recognize the MBO as binding and irrevocable.

5. HAAGENSON STATEMENT – NOTICE OF ADMINISTRATION.

Notice of Administration was filed and served in accordance with The Florida Probate Rules in October 2024. The Notice of Administration was served upon Linda Johanna Brink and receipt of same is dated November 13, 2024. The court file does not indicate any timely filed contest to the Will properly admitted to probate and the statutory time has long passed for any and all persons properly served with Notice of Administration to do so.

6. BRINK RESPONSE – NOTICE OF ADMINISTRATION AND PROCEDURAL DISPARITY

On or about **October 3, 2024 (New Zealand time)**, I contacted the law office of Haagenson & Haagenson by phone at approximately 6:17 AM NZ time. Shortly thereafter, I received a return call from **Bryan J. Haagenson**, which lasted approximately **10 minutes**. During this call, Mr. Haagenson stated the following:

1. He was **not aware** that my mother had passed away.
2. He was **unaware** that her third husband, **Robert L'Episcopo**, had died in 2014.
3. He did not know that my mother had **remarried in 2021**.
4. He did **not know whether a Will existed** or not.

Despite these assertions, **the Last Will and Testament was filed on October 23, 2024**, exactly **21 days after this conversation**, and 21 days after the firm was made aware of the death.

- a) Under **Florida Probate Rule 5.180**, the custodian of a Will is required to file the Will **within 10 days of learning of the Decedent's death**. Based on the call, it appears the law firm **exceeded this deadline by 11 days**.
- b) This is noteworthy in light of the Estate's insistence that **my filings were untimely** and should be barred, while the same procedural deadlines were not strictly adhered to by the Personal Representative's legal counsel. This inconsistency raises significant concerns regarding the **unequal application of procedural standards** in this case.

- c) While I do not dispute receipt of the Notice of Administration on **November 13, 2024**, I respectfully request that the Court consider the **disparity in enforcement of time-related rules**, particularly given my geographical distance (New Zealand), limited access to timely information, and lack of legal representation at that early stage. These circumstances form the basis of my prior argument regarding **equitable tolling** under Florida law.

7. PREJUDICE ARISING FROM DELAYED AND DEFECTIVE NOTICE

The failure of the Personal Representative's counsel to timely file the Will and provide prompt, transparent notice of administration caused significant prejudice to Linda Johanna Brink's ability to protect her rights and participate meaningfully in these proceedings.

At the time of her mother's passing, Brink was residing in **New Zealand**, entirely dependent on the information supplied by the Personal Representative and his counsel to learn of any probate filings or material developments. Because the Will was not filed until **twenty-one days after** the law firm first became aware of the death, Brink was deprived of the opportunity to:

1. **Timely obtain a copy of the purported Will** and verify its authenticity and execution;
2. **Engage U.S. counsel** before key deadlines for contest or claim filings elapsed;
3. **Inspect the estate inventory and related filings** for irregularities involving property that should have been excluded under the 2008 Management Buy-Out (MBO) agreement; and
4. **Object to the Personal Representative's appointment** before letters of administration issued.

This pattern of *late filing, selective disclosure, and procedural rigidity applied only against Brink* effectively denied her equal standing before the Court during the crucial initial period of the administration.

Florida courts have long recognized that **equitable tolling** applies where a party, through no fault of their own, is deprived of a fair opportunity to assert their rights because of misinformation, delayed notice, or other procedural irregularities. See *Machules v. Dept. of Admin.*, 523 So. 2d 1132 (Fla. 1988). Brink's circumstances fall squarely within that doctrine: she acted diligently upon receiving information but was disadvantaged by the Personal Representative's own procedural non-compliance.

Accordingly, Brink respectfully requests that this Court take judicial notice of these facts, acknowledge the prejudice arising from the delayed notice, and apply equitable tolling to ensure that her filings, objections, and creditor claims are deemed **timely and properly before the Court**.

8. HAAGENSON STATEMENT RE STATEMENTS OF CLAIM

Linda Johanna Brink filed five statements of claim in this proceeding. The Personal Representative objected to each of said claims and no independent action was brought. This court held a contested hearing on the Personal Representative's petitions to strike each and every one of these claims and all five were stricken for the failure of Linda Johanna Brink to bring an independent action timely. These claims were stricken via five court orders dated March 11, 2025, and no appeal was taken

9. BRINK RESPONSE STRUCK CREDITOR CLAIMS, EQUITABLE TOLLING, AND RELIEF REQUESTED

Summary: The Court's March 11, 2025 orders striking Ms. Brink's creditor claims were entered on **procedural timing grounds only**. Under Florida law, the Court retains equitable tools to prevent injustice where procedural default is the product of extraordinary circumstances, deception, or the personal representative's own misconduct. The facts here, detailed below and supported by Exhibits establish that **(a)** the strikes were premature and unfair, **(b)** grounds exist under the Probate Code to extend the claims period (fraud, estoppel, or insufficient notice), and **(c)** relief under Florida Rule of Civil Procedure 1.540 or the Court's inherent equitable powers is warranted to vacate those orders and allow the claims to proceed on their merits.

A. Statutory framework (what the law requires).

- Creditor-claim presentation is governed by Chapter 733. Generally, claims must be filed within three months of first publication of the notice to creditors, or within 30 days of service on a known creditor; untimely claims are barred unless the court extends time for **fraud, estoppel, or insufficient notice**. See F.S. §733.702(3).
- The Court's rules also permit amendment of claims where a bona fide attempt to file was made. See F.S. §733.704.
- Although Florida recognizes the doctrine of equitable tolling in appropriate circumstances (see **Machules v. Dept. of Admin.**, construing equitable relief to prevent unfair forfeiture of rights), equitable relief is an extraordinary remedy and is to be applied where justice so requires.

- Finally, where an order has been entered without consideration of material facts or where the opposing party has engaged in misconduct or misrepresentation, relief from final orders is available under Fla. R. Civ. P. 1.540 (grounds include mistake, excusable neglect, newly discovered evidence, fraud, or other misconduct).

B. Why the Court should reconsider / vacate the strike orders.

1. The strikes were procedural only and did not reach the merits.

The Court's orders of March 11, 2025 dismissed creditor claims for failure to timely commence independent actions. Those orders did not adjudicate the underlying facts or the substantial damages alleged (which, if proven, would materially affect the estate's solvency). Because the rulings were time-based only, equitable relief is an appropriate mechanism to avoid manifest injustice.

2. Statutory relief is available where fraud, estoppel, or insufficient notice exists. F.S. §733.702(3) permits extension of the claims period only upon those grounds. The record contains compelling support for at least two of those bases: **estoppel** (and at minimum, insufficient notice), based on the Personal Representative's conduct described elsewhere in this filing:

- The law firm representing the estate did not file the Decedent's Will **until 21 days after being first notified by Ms. Brink** (*see Exhibits showing the October 3, 2024 notification and October 23, 2024 filing*). This delayed filing created significant informational asymmetry disadvantaging Brink. (Compare the strict application of deadlines against Brink even while the estate itself failed to comply with statutory filing obligations).
- The Personal Representative filed the estate inventory **192 days late** and, before filing corrected inventories, assigned or otherwise moved assets that are the subject of these claims—conduct that prejudiced claimants and concealed the true estate picture. (See Exhibits showing inventory filing date and assignments.).
- The PR's counsel was on notice of the MBO (and the non-estate status of corporate assets) long before these proceedings yet failed to disclose or account for same to interested persons. Those failures constitute, at minimum, **insufficient notice** and support equitable adjustment of procedural bars. (**Exhibit B**).

Because §733.702(3) authorizes extensions on these specific grounds, the Court should exercise its statutory authority to extend the claims period and allow adjudication on the merits.

3. Equitable tolling / fairness doctrine supports relief. Even where a statutory bar appears strict, Florida law recognizes that doctrines like equitable tolling

and estoppel may be invoked to avoid harsh results where excusable ignorance or active concealment prevented timely action. The Florida Supreme Court's articulation of equitable tolling in *Machules* provides the doctrinal basis for equitable relief where due process and fairness require it. Here, Ms. Brink—residing 14,000 km away in New Zealand, lacking early counsel, and prejudiced by late and incomplete disclosures from the estate meets the classic equitable-tolling profile: excusable ignorance caused by circumstances beyond her control and demonstrable prejudice if the claims remain barred.

4. **Relief under Rule 1.540 is also appropriate.** The striking orders should be vacated under Fla. R. Civ. P. 1.540(b) because they were entered without due consideration of material facts and because the Personal Representative's conduct (and newly-developed proof of assignments and late filings) constitutes grounds of **misconduct, mistake, and newly discovered evidence** warranting relief from judgment. The Court routinely applies Rule 1.540(b) in the probate context where justice requires reconsideration of interlocutory or final orders.

C. Specific relief requested in respect of the struck creditor claims.

Given the foregoing, Brink respectfully requests the Court to enter an order providing the following relief:

1. **Vacate and Reconsider:** Vacate the five court orders dated March 11, 2025 striking Brink's creditor claims and schedule a prompt evidentiary hearing on Brink's Motion to Vacate/Reconsider. (Grounds: excusable neglect / mistake, misconduct / estoppel by PR, newly discovered evidence of asset assignments and delayed filings.)
2. **Statutory Extension (if necessary):** Alternatively (or in addition), extend the statutory claims period under F.S. §733.702(3) on the grounds of **estoppel and insufficient notice** so the claims may be filed or reinstated.
3. **Leave to Amend / Re-file:** Permit Brink to amend any defective statement of claim pursuant to F.S. §733.704 (if the Court considers the originals defective in form) or to re-file any independent action within an ordered new deadline.
4. **Preservation of Assets / Injunction:** Enter an immediate temporary injunction/preliminary restraining order preventing any transfer, disposition, or auction of assets that are subject to Brink's claims (including but not limited to the nine properties identified in Exhibit A) pending resolution of the reinstated claims.

5. **Expedited Discovery and Hearing:** Order expedited discovery targeted at the PR's asset assignments, inventory filings, and communications with counsel, and set the matter for expedited resolution, given the risk of irreparable prejudice to the estate's rightful stakeholders.

D. Conclusion.

The Court's prior striking orders were issued on timing grounds without adjudication of the substantive merits. The record now demonstrates that the Personal Representative's own procedural failures, concealment, and untimely filings materially contributed to Brink's inability to timely pursue an independent action. Under the statutory standards for reopening creditor deadlines (fraud, estoppel, insufficient notice), the equitable doctrine of tolling as recognized by Florida courts, and Rule 1.540's relief-for-misconduct provisions, the Court should vacate or reconsider the March 11, 2025 orders and allow Brink's claims to proceed for full adjudication.

PART B – PLEADINGS

1. HAAGENSON STATEMENT: LINDA JOHANNA BRINK'S NUMEROUS FILINGS OF JULY 2025

Linda Johanna Brink has filed numerous pleadings in July 2025 as follows:

- 1. Petition to Determine Homestead Status of Real Property*
- 2. Motion to Freeze Estate Assets and to Void Improper Distributions*
- 3. Petition to Compel Inventory*
- 4. Petition for Exempt Property*
- 5. Motion to Compel Personal Representative to Recognize Management Buyout Agreement and Exclude Nine Properties from the Estate*
- 6. Emergency Motion for Temporary Injunction, Petition to Determine Homestead, and Notice of Lis Pendens*
- 7. Motion to Void Improper Distribution of Properties Located at 601 SE 5th Court, #307 and 1204 SE 13th Terrace and Seek Reversal of Transfers*
- 8. Motion to Compel Personal Representative to Provide Copy of Inventory*

This honorable court held a hearing on July 17, 2025, on the Emergency Motion for Temporary Injunction identified above. This court entered its order on July 18, 2025, denying the Emergency Motion to Temporary Injunction, finding the motion rising to the level of "being frivolous, vexatious, and in contravention of Florida law and this court's administrative orders", and further awarding attorney's fees for the defense of the motion.

2. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S CHARACTERIZATION OF JULY 2025 FILINGS

Brink does not dispute that she filed multiple pleadings in July 2025. What is critically important for the record, however, is context and accuracy: only one of the listed matters, the Emergency Motion for Temporary Injunction was the subject of the July 17 hearing and the July 18 order. The remaining matters (including the Petitions to Determine Homestead and to Compel Inventory, and the Motion to Recognize the Management Buyout Agreement) were neither heard nor decided at that proceeding and remain pending before the Court.

For the Court's convenience and to correct the record, Brink states the following in response and clarification:

1. Self-represented status and extremely limited notice.

At the time of these filings Brink was unrepresented and domiciled in New Zealand. She received less than one week's notice of the July 17 hearing yet nevertheless appeared by video-conference and attempted to present her arguments in good faith. The limited notice and her geographic disadvantage materially affected her ability to marshal witnesses, produce documents, or fully brief each issue on short notice.

2. Legal and factual bases for the filings (not frivolous).

Each motion filed in July 2025 was grounded in law and fact and raised distinct legal issues that merited consideration by the Court, including but not limited to:

- **Homestead Protection:** The subject real property is claimed as homestead under Article X, §4 of the Florida Constitution and related statutes, and therefore may be protected from administration or conveyance by the Personal Representative (see, e.g., §§ 733.608, 732.401, Fla. Stat.; *Cutler v. Cutler*, 994 So. 2d 341 (Fla. 3d DCA 2008)).
- **Void Conveyance:** The deed executed by the Personal Representative in or about May 2025 purporting to convey homestead property was done without authority and is void ab initio.
- **Questionable Marital Status and Survivor Rights:** There exists credible evidence raising concerns about the legitimacy of an alleged marriage relied upon by the Estate (including circumstances that may implicate fraud, undue influence, or exploitation of a vulnerable elder). Florida law permits posthumous challenges to spousal rights where a marriage was procured by fraud or undue influence (see § 732.805, Fla. Stat.).
- **Need for Emergency Relief:** Given the risk of irreparable harm through premature transfer or sale of protected property, emergency injunctive relief was sought to preserve the status quo pending adjudication (see *McKean v. Warburton*, 919 So. 2d 341 (Fla. 2005)).

3. Denial of the Emergency Motion—procedural rather than substantive adjudication of related issues.

The Court's denial of the emergency injunction addressed the narrow question of immediate relief on the record before it and did not reach the merits of Brink's broader substantive claims (homestead status, MBO ownership, alleged improper distributions, or the validity of the alleged marriage). Characterizing

the July filings in their totality as “frivolous” is therefore factually imprecise and disproportionate, given that most matters were not litigated at that hearing.

4. Perceived disparity in treatment.

Brink respectfully notes a disparity in practical treatment between a pro se litigant residing abroad and the Estate’s counsel: where the Estate has enjoyed deference and latitude, a self-represented heir was required to meet immediate procedural demands with little opportunity to develop the record. Brink raises this not to impugn any participant personally but to ask the Court to ensure consistent application of procedural standards so that all parties receive a fair opportunity to be heard.

5. Request for further consideration and relief.

In light of the above, Brink respectfully requests that the Court:

- o Recognize that only the Emergency Motion for Temporary Injunction was adjudicated on July 17–18, 2025, and that the remaining July 2025 pleadings remain pending;
- o Schedule prompt hearings on each outstanding pleading so that the substantive issues (homestead, MBO ownership and exclusion of corporate-titled properties from the estate, inventory correctness, and alleged improper transfers) may be fully and fairly litigated with appropriate documentary and testimonial support; and
- o Reconsider the imposition of attorney’s fees to the extent the fee award rests on an inaccurate characterization of the July filings as uniformly frivolous rather than the product of a contested and fact-intensive estate dispute.

Conclusion:

Brink reiterates that her July 2025 filings raised substantial legal issues of property, contract, and probate law which demand careful judicial resolution. She respectfully asks the Court to treat each pending motion on its merits, to afford her a fair opportunity to present evidence (including through an in-court or extended videoconference hearing allowing for witness testimony), and to ensure uniform application of procedural rules to all parties.

3. PERSONAL REPRESENTATIVE'S RESPONSES TO REMAINING PLEADINGS FILED BY LINDA JOHANNA BRINK

Two of the outstanding pleadings involve the filing of a probate inventory.

Specifically, Linda Johanna Brink has filed a Petition to Compel Inventory and a Motion to Compel Personal Representative to Provide Copy of Inventory.

- a) Each of these pleadings seeking a copy of the estate's inventory should be denied. Simply put, Linda Johanna Brink is not an interested person as defined by The Florida Probate Code entitled to a copy of the estate's inventory, which is, of course, held confidentially in the court file.*
- b) Again, the Decedent's Last Will and Testament was validly and properly admitted to probate.*
- c) Notice of Administration was served upon Linda Johanna Brink and no timely challenge to the Will has been filed.*
- d) Again, Linda Johanna Brink was specifically and intentionally disinherited under the terms of the Will and is not a beneficiary of the estate.*
- e) She is not a creditor of the estate as all claims have been stricken. At this point in time, procedurally, it is not possible for Linda Johanna Brink to challenge the Will. Consequently, she is not entitled to the relief sought relating to being provided a copy of the probate inventory, and the motion and petition should be denied.*

4. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S RESPONSE TO REMAINING PLEADINGS

1. Allegation that Brink Is not an Interested Person Under Florida Probate Law

I respectfully dispute the assertion that I am not an "interested person" within the meaning of § 731.201(23), Fla. Stat., and therefore not entitled to access or disclosure of the estate's inventory. My standing arises from multiple and well-documented bases:

a. Contractual and financial interest via the 2008 Management Buyout (MBO).

The Management Buyout Agreement executed on August 29, 2008, between myself and the Decedent establishes a continuing contractual and financial relationship with the Decedent and her business, *Good Service Realty, Inc.* That agreement, filed with this Court, included detailed annexures specifying nine parcels of real property (**Exhibit A, Page 64**

herein), their assessed and market values, and the related financing structure used to fund the Decedent's payout.

As those assets form the core of the estate's present holdings and are in dispute as to ownership, I am by definition an "interested person" with a direct and legally cognizable interest in the assets listed or omitted from the inventory.

b. Potential beneficiary and heir under Florida law.

Although the 2011 Will purports to disinherit me, the disinheritance itself is being challenged on multiple grounds, including undue influence, lack of capacity, and failure to account for prior binding contractual transfers. Until such matters are finally adjudicated, I remain an heir-at-law with a potential right to inherit or otherwise reclaim property wrongfully included in or excluded from the estate inventory.

Florida courts have repeatedly held that the definition of "interested person" is flexible and must be applied according to the particular facts of the case. (*Hayes v. Guardianship of Thompson*, 952 So. 2d 498 (Fla. 2006)). Where a party's property rights or contractual entitlements may be directly affected by estate administration, standing exists.

c. Right to inspect for accuracy and potential omission.

The Florida Probate Rules require that the inventory accurately reflect all estate assets subject to administration. Where there is credible evidence of omitted or misclassified assets, such as those arising from the MBO transfer, access to the inventory is essential to ensure judicial oversight and protect both estate integrity and due process.

Denying access to the inventory under these circumstances would effectively prevent meaningful review of whether the Personal Representative has properly discharged fiduciary duties under § 733.602, Fla. Stat.

d. Transparency and fiduciary duty.

The Personal Representative owes a fiduciary duty of candor and full disclosure to all persons with a potential claim or interest in the estate. This duty is heightened where disputes exist as to title, ownership, or the legitimacy of certain distributions. Refusing to provide a copy of the inventory, while simultaneously asserting that I lack standing, raises concerns of self-serving administration contrary to §§ 733.602 and 733.604, Fla. Stat.

e. Request for equitable remedy

Accordingly, I respectfully request that the Court:

- Recognize my standing as an “interested person” based on contractual, financial, and potential heirship rights;
- Direct the Personal Representative to produce either a copy of the filed inventory or, at minimum, a redacted version identifying all real property and major asset classes; and
- Permit inspection of the full unredacted inventory under protective order or in-camera review if confidentiality is a concern.

Conclusion:

Transparency is fundamental to fair estate administration. Given the substantial property, contractual, and procedural issues under review, withholding the inventory undermines both my due process rights and the Court’s ability to ensure the estate is administered lawfully. I therefore respectfully ask that the Court compel production of the inventory in whole or in part or otherwise allow supervised inspection to confirm accuracy and compliance.

2. Will submission filing with Probate

The Personal Representative claims that the Will was “validly and properly admitted to probate.” I respectfully submit that this assertion is procedurally misleading.

a) Delayed filing of the Will.

I personally notified Bryan J. Haagenon, son of the Personal Representative, of my mother’s death by telephone from New Zealand on October 2, 2024. Despite this, the Will was not filed with the Court until October 23, 2024, exactly 21 days later.

b) Violation of Florida Probate Rule 5.180.

Under Florida Probate Rule 5.180, the custodian of a Will is required to deposit the original with the clerk within **10 days** of learning of the testator’s death. The 21-day delay represents a clear departure from this statutory requirement.

c) Implications of delayed filing.

This procedural delay raises questions regarding compliance with statutory obligations and the good faith of the filing process. It also underscores the

disparate treatment of procedural deadlines: while my own motions were criticized or barred for untimeliness, the estate was permitted to file the Will well beyond the 10-day timeframe without penalty.

d) Conclusion.

In light of the above, I respectfully submit that the Court should consider this delay when evaluating claims regarding the proper administration and validity of the Will, particularly in conjunction with other procedural and substantive concerns I have raised regarding notice, standing, and equitable tolling.

3. Will filing timing assertions

The Personal Representative's assertion is incorrect.

a) Timely filing of objection.

I filed a *Motion for Stay of Proceedings* on **January 27, 2025**, which explicitly included objections to the Will. This filing was made well within the statutory 90-day period for contesting a Will under **§ 733.212(3), Fla. Stat.**, having received the Notice of Administration on **November 14, 2024**.

b) Court's failure to address the motion.

The Court did not acknowledge or rule on my Stay Motion. Nevertheless, the objection was timely and properly submitted. Its procedural neglect does not render the objection invalid; the filing remains legally effective and entitled to consideration.

c) Legal significance.

By filing within the statutory period, I preserved my right to challenge the Will, including questions of validity, execution, and intent. The Court should treat this filing as a substantive objection rather than dismissing it based on a procedural mischaracterization.

d) Conclusion.

Accordingly, I respectfully request that the Court recognize the *Motion for Stay of Proceedings* and the objections contained therein as timely, valid, and legally operative, and afford them the consideration due under Florida law.

4. The MBO Agreement Precludes My Disinheritance

The assertion that I was "specifically and intentionally disinherited" fails to account for the contractual and property interests established prior to the Will:

a) Effect of the 2008 Management Buyout (MBO).

The MBO executed on August 29, 2008, legally transferred *Good Service Realty, Inc.* and its associated property assets out of the estate. The Will's silence regarding this company demonstrates that both the Decedent and her counsel (now the Personal Representative) recognized that the business had already been sold.

- Exclusion of an asset previously transferred under a binding contract is not evidence of intentional disinheritance. Rather, it reflects proper recognition that the asset was no longer part of the Decedent's estate.
- A copy of the MBO, filed with the Court as **Annexure A**, confirms the transaction and the specific properties involved.

b) Interest in homestead property.

In addition to the MBO-related assets, I assert a legally cognizable interest in the homestead property located at **810 SE 10th Street, Fort Lauderdale, Florida.**

- As the Decedent's sole surviving child and in the absence of a valid surviving spouse, I am entitled to homestead protections under **Article X, §4 of the Florida Constitution** and **§732.401, Fla. Stat.**
- These rights exist independently of the Will's dispositive provisions and are protected against improper administration or conveyance by the Personal Representative.

c) Conclusion.

The purported disinheritance cannot negate or diminish the contractual and constitutional rights I hold. Accordingly, I respectfully submit that the Court recognize my MBO-based ownership interests and homestead rights as separate from and independent of any claimed disinheritance under the 2010 and/or 2011 Will whichever date may be the purported Will date.

5. Creditor Claims Were Struck on Procedural Grounds Only

While the Personal Representative asserts that I am not a creditor because "all claims have been stricken," the Court did **not rule on the merits** of those claims. Rather, they were dismissed solely on procedural timing grounds. My arguments for **equitable tolling**, particularly given my residence overseas and the Personal Representative's own delays in filing the Will, were never considered.

1. **Extensive prior communications.**

I submitted **eleven separate communications (Exhibit B)** to the law firm of the Personal Representative prior to the filing of the Will and Letters of Administration. Many of these communications explicitly addressed my concern that *Good Service Realty, Inc.* and its assets were improperly included in the estate.

- o Neither the law firm nor the Personal Representative responded to any of these communications.
- o This longstanding silence demonstrates awareness of the MBO and reinforces my position as an interested party with a legally recognizable claim.

2. **Inventory filing delay and inequitable treatment.**

It must be noted that the Personal Representative, while asserting that I lack standing to receive the inventory due to alleged procedural deficiencies, was **192 days late** in filing the estate inventory. This is a direct violation of **Florida Probate Rule 5.340**, which requires the inventory to be filed within 60 days of issuance of Letters of Administration.

- o The Personal Representative's refusal to release the inventory—despite this extreme delay, while simultaneously holding me to strict filing deadlines is inequitable and undermines confidence in the fair administration of the estate.
- o This **double standard** strengthens my request for equitable relief and access to the inventory, to ensure that *Good Service Realty, Inc.* and the homestead property are not improperly included in the estate.

3. **Creditor status and equitable tolling.**

The dismissal of my claims on purely procedural grounds does **not extinguish the underlying legal rights**. Had equitable tolling been applied—consistent with Florida law and comparable to the leniency afforded to the Personal Representative in filing the Will and inventory, my claims would have been timely.

I therefore maintain both **interested person** and **potential creditor** status.

4. **Conclusion.**

For these reasons, I respectfully request that the Court:

- o Recognize my status as both an interested person and a potential creditor;
- o Grant relief to compel inspection of the probate inventory, either in full or

- under protective order; and
- o Consider the substantive merits of my claims, notwithstanding the prior procedural dismissal.

PART C – MOTIONS

1. **PERSONAL REPRESENTATIVES RESPONSE TO BRINK “MOTION TO FREEZE AND VOID IMPROPER TRANSACTIONS”**

Linda Johanna Brink has filed a Motion to Freeze Estate Assets and to Void Improper Distributions along with a Motion to Void Improper Distribution of Properties Located at 601 SE 5th Court, #307 and 1204 SE 13th Terrace and Seek Reversal of Transfers. Within the four corners of each of these motions, Linda Johanna Brink attempts to frustrate the orderly administration of the instant estate by prohibiting the Personal Representative from making distributions consistent with the Decedent's testamentary plan as set forth in her Last Will and Testament admitted to probate.

Each of these motions must be denied in that Linda Johanna Brink does not have the standing or ability to seek the relief sought in the motions.

Again, she is a disinherited daughter who cannot challenge the Will, is not a creditor, is not an interested person in the instant estate, and is not entitled to the relief sought in either of the petitions.

2. **BRINK RESPONSE TO PERSONAL REPRESENTATIVE’S RESPONSE TO “FREEZE & VOID IMPROPER TRANSACTIONS”**

1. **Assets in Question Are Not Part of the Estate**

The Personal Representative characterizes my motions as an attempt to “frustrate the orderly administration” of the estate. This is inaccurate and misrepresents the nature of the relief sought.

- a) The properties referenced in the motion—**601 SE 5th Court, #307, 1204 SE 13th Terrace**, and others are all **registered in the name of Good Service Realty Inc.**, a company that is the **subject of a valid Management Buyout (MBO) Agreement** entered into by the Decedent and myself on **August 29, 2008**.
- b) This company was **lawfully transferred** to me by contract prior to the Decedent’s death and is **not mentioned or referenced in the Will**. A fact which reinforces its exclusion from the probate estate. Accordingly, any distribution of these corporate-owned assets by the Personal Representative constitutes **interference with non-probate property** and potentially **unauthorized conveyance** of assets the estate does not own.

Thus, my motion to freeze and void such transactions is not only **appropriate**, but **necessary** to prevent wrongful alienation of assets that were never lawfully subject to estate administration in the first place.

2. Brink Is an Interested Person with Standing to Seek Relief

The Personal Representative again asserts that I lack standing because I am “disinherited,” “not a creditor,” and “not an interested person.” These assertions ignore relevant facts and applicable law.

- a) **Ownership Interest:** I am the **legal owner** of Good Service Realty Inc. via the MBO agreement. If the PR has acted in a manner that affects the assets of that company (or uses estate authority to affect those assets), I have **direct standing** to challenge such actions.
- b) **Creditor Claims:** The fact that my creditor claims were stricken does **not erase the underlying debt** or the equitable basis for the claims. The claims were stricken **on procedural grounds only**, and the Court has discretion to revisit such matters if equitable tolling applies, especially given the **geographical hardship** and **delayed notice** provided to me.
- c) **Homestead Rights:** I also assert a **homestead interest** in **810 SE 10th Street**, the family home, which further strengthens my status as an **interested person** under **Florida law**. (See § 731.201(23), Fla. Stat.)
- d) **Fiduciary Oversight:** Florida courts have long held that individuals with a **colorable legal interest in estate assets** have standing to request **injunctive relief**, particularly when fiduciary overreach is alleged.

3. Personal Representative’s Prior Conduct Undermines Credibility of Opposition

It should also be noted that the Personal Representative:

- a) Was **192 days late** in filing the estate inventory, in violation of **Fla. Prob. R. 5.340**;
- b) Took actions involving property transfer to the alleged surviving spouse despite **substantial questions** concerning the validity of that marriage and the **homestead protection** that attaches to real property;
- c) Was **previously in possession of the MBO agreement**, delivered to his office on **September 1, 2008**, yet has failed to disclose or address it in filings;
- d) Ignored **11 pre-probate letters**, email based communication I sent to his office regarding asset ownership, including inventories I had prepared.

These facts call into question the fairness of the current administration and highlight the need for court oversight, not dismissal of valid motions.

4. Conclusion

I respectfully submit that my **Motion to Freeze Estate Assets** and **Motion to Void Improper Distributions** are well-grounded in fact and law. They seek to prevent **irreparable harm** to assets not properly subject to the estate and to preserve the status quo until the Court can make a full determination of ownership and fiduciary conduct.

Therefore, I respectfully request that:

- The Court **deny the Personal Representative's motion to strike or dismiss,**
- Grant my motion to **freeze estate transactions involving disputed assets,** and
- Void any **unauthorized distributions** or transfers of properties not lawfully included in the estate.

3. **PERSONAL REPRESENTATIVES RESPONSE TO BRINK "MOTION TO COMPEL PERSONAL REPRESENTATIVE TO RECOGNIZE MANAGEMENT BUYOUT AGREEMENT AND EXCLUDE NINE PROPERTIES FROM THE ESTATE**

Linda Johanna Brink has also filed a Motion to Compel Personal Representative to Recognize Management Buyout Agreement and Exclude Nine Properties from the Estate. The relief sought in this motion is exactly the same relief sought in a prior statement of claim filed by Linda Johanna Brink. This claim was objected to and no timely independent action was brought. The statement of claim was one of the five statements of claim identified in paragraph 4 above. Again, this court entered an order striking these claims. Consequently, Linda Johanna Brink is not entitled to a second proverbial "bite of the apple" and to otherwise circumvent The Florida Probate Rules regarding the filing of claims/independent actions. She is not entitled to the relief as set forth in her motion in light of the prior actions of this honorable court striking her statement of claim for the identical relief.

4. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S RESPONSE TO THE ABOVE SAID "MOTION TO COMPEL MBO RECOGNITION"

1. The Motion Seeks Relief Based on Contractual Ownership, Not Creditor Status

The Personal Representative's opposition rests on a fundamental mischaracterization. He asserts that this motion is merely a re-litigation of previously filed creditor claims that were struck by this Court. **That is incorrect.**

- The prior creditor claims sought damages or monetary obligations allegedly owed to me by the Decedent.
- This motion, by contrast, seeks recognition and enforcement of an **executed contractual transaction**, the irrevocable *Management Buyout Agreement* dated **August 29, 2008**, under which I acquired ownership and control of Good Service Realty Inc, its trading base and property asset holdings from the Decedent.

Ownership of property under a completed contract is governed by **Florida contract and corporate law**, not by probate creditor procedures. This motion therefore does not present a "second bite at the apple," but rather asks this Court to protect property rights in assets that never formed part of the estate corpus.

2. The MBO was a signed, Irrevocable transaction

The MBO Agreement was:

- Executed on **August 29, 2008**,
- Original delivered to **Haagenson & Haagenson, Attorneys at Law** on **September 1, 2008** by the Decedent.
- Expressly declared "**irrevocable**" in its operative terms,
- Accompanied by Linda J Brink's assumption of managerial and financial responsibility for Good Service Realty Inc. from that date forward.

The Will later relied upon by the PR is silent as to Good Service Realty Inc. Reflecting both the Decedent's and counsel's awareness that this corporate asset had already been conveyed under the MBO and therefore excluded from the estate.

At the time of death, the nine subject properties were titled in the name of **Good Service Realty Inc.**, not in the name of the Decedent. Accordingly, the PR has no authority over these properties. Any attempt to auction or administer them is **ultra vires** and constitutes interference with non-estate property.

3. Striking a Creditor Claim Does Not Bar Enforcement of Property Rights

The PR's reliance on the Court's prior order striking creditor claims is misplaced. That ruling was limited to creditor-claim procedure and has **no preclusive effect** on motions asserting ownership.

- Florida law is clear that property not owned by the Decedent at death does not become part of the probate estate. *In re Estate of Horne*, 64 So. 3d 194, 196 (Fla. 5th DCA 2011) ("Property not owned by the Decedent at the time of death is not subject to administration in probate").
- A beneficiary or interested party may move to exclude non-estate property from the estate inventory. See *In re Estate of Gainer*, 466 So. 2d 1055 (Fla. 3d DCA 1985).

Thus, the prior procedural striking of creditor claims cannot bar this Court from recognizing the legal effect of the MBO and ordering the exclusion of assets the Decedent no longer owned.

4. Documented Notice to the Personal Representative

On August 29, 2008, the Decedent executed an *irrevocable Management Buyout Agreement* transferring ownership of Good Service Realty Inc. and its holdings to the undersigned, the original executed MBO was delivered to Haagenson & Haagenson, Attorneys at Law, on September 1, 2008. **(Exhibit A)**.

Since first contacting the office of the Personal Representative "PR") on October 2nd 2024, Linda J Brink has repeatedly notified the PR's law firm, its partners, the PR personally and his counsel of the existence, terms, and enforceability of the MBO. **(Exhibit B)**. Despite being placed on notice on no less than eleven occasions re the existence of the MBO / issues related to her mother's death as captioned in this response. To wit:

- Upon learning of my mother's death, I immediately called the office oi Haagenson & Haagenson. Speaking to Bryan Haagenson, I was advised that he (Haagenson) had no knowledge of **(1)** my mother's death, **(2)** the death of her 3rd husband in 2014, **(3)** her alleged fourth marriage to a 71 year old Hungarian facing first degree felony manslaughter charges, **(4)** whether or not the firm had prepared / held on file a Will prepared by Decedent.
- This telephonic outreach was followed up by an email to Bryan Haagenson dated Oct 4th (NZ) advising interalia of the MBO **(Exhibit B page 44,Email #2)**. Based on my understanding that the law firm of Haagenson & Haagenson may have continued to act on behalf of my mother since meeting Roger

Haagenson when working in the MBO company, Good Service Realty Inc, (“GSR”) I used this email to ask for details of her mothers death. Bryan Haageoson **did not reply to this inquiry.**

- On Tuesday, October 8th 2024, I forwarded a further email to Bryan Haagenson, attaching a “Briefing Paper: (BP1001, Exhibit K) that **(a)** provided a synopsis of my interest in GSR **(b)** a list of questions relating to her mother’s death. **No reply was received to this outreach / questions**
- On Friday, Oct 11th 2024 I wrote again, advising of **(a)** the “sham” marriage that my mother had purportedly entered into formally, **(b)** reconfirming my ownership control of GSR, **(c)** discussed funeral costs / payment **(d)** the fact that my mother had a substantial amount of cash on hand arising from the sale of a property that my late father purchased as a US holiday home. **This too was ignored.**
- Further emails and attachments were sent to Bryan Haagenson in the period leading up to his father, Roger Haagenson being appointed as Personal Representative. **No replies were received to any of these outreaches.**
- On November 22nd 2024, I forwarded a further email with memo attached **(Exhibit J)** to the Personal Representative (“PR”) reiterating interalia, **(a)** concerns about the Will **(b)** pending creditors’ claims, **(c)** the reproachment with my mother which led to our agreement to open a “Showcase” of New Zealand products in the real estate office to help increase revenue.

All of this correspondence demonstrating that the PR was placed on repeated, written notice of the MBO and of the non-estate status of the nine identified properties. His refusal to respond does not appear to be inadvertent; but rather a pattern of willful disregard for binding contractual documents and fiduciary obligations.

These communications, all unanswered, demonstrate the PR’s **willful disregard** of documented evidence and his fiduciary duty of candor to the Court. The PR cannot now claim surprise or procedural default when he has consistently ignored and suppressed relevant contractual documents. The Court is respectfully directed to the annexed Exhibit A and B in support of this motion.

5. Request for Judicial Notice

Pursuant to Florida Evidence Code § 90.202(6), this Court may take judicial notice of “official acts of the legislative, executive, and judicial departments of the United States and of any state, territory, or jurisdiction of the United States,” and under § 90.202(12), of “facts that are not subject to dispute because they are generally known ... or capable of accurate and ready determination.” In addition, under § 90.203, the Court may take judicial notice of records, correspondence, and writings properly filed in this proceeding.

Accordingly, the undersigned respectfully requests that the Court take judicial notice of the documents annexed as **Exhibits A & B** to wit:

- a) The executed *Management Buyout Agreement* dated August 29, 2008, delivered September 1, 2008;
- b) Correspondence directed to the Personal Representative and his counsel, each placing the PR on notice of the MBO and its legal consequences;
- c) The corporate inventory of Good Service Realty Inc, forming an Annexure to Exhibit A clearly setting out that the nine subject properties are titled in the corporation and not the Decedent individually.

These documents are not hearsay when offered to prove notice and the PR’s state of knowledge, and their authenticity is established by filing under oath in this proceeding. Judicial notice is therefore appropriate and necessary to evaluate the PR’s objections in light of the undisputed record of his notice and non-response.

6. Conclusion

The Personal Representative has consistently blurred the distinction between creditor claims and ownership enforcement, in an apparent attempt to seize control of assets beyond the scope of this estate and thus for the reasons set forth above, the undersigned respectfully submits that:

- a) The **Management Buyout Agreement of August 29, 2008 (Exhibit A)** was a binding, irrevocable transaction that divested the Decedent of ownership and control of Good Service Realty Inc. and its nine real estate holdings more than two years prior to the purported Will now relied upon by the Personal Representative.
- b) The nine properties at issue were and remain titled in Good Service Realty Inc. and therefore never formed part of the probate estate.
- c) The Court’s prior order striking certain creditor claims has no bearing on

the present motion, which is founded not on creditor status but on contractual ownership and title law.

- d) The Personal Representative has been placed on repeated, documented notice of the MBO and its legal consequences, through correspondence as evidenced in Exhibits A & B. His refusal to acknowledge or respond to this correspondence reflects a willful disregard of fiduciary obligations and an improper attempt to seize control of non-estate assets.
- e) The annexed exhibits are properly before the Court, and judicial notice of Exhibits A & B is both appropriate and necessary to a full and fair determination of this motion.

WHEREFORE, Linda Johanna Brink respectfully requests that this Honorable Court:

- a) **Deny** the Personal Representative's objection in its entirety;
- b) **Grant** Brink's Motion to Compel Recognition of the Management Buyout Agreement;
- c) **Enter an Order** excluding the nine identified properties titled to Good Service Realty Inc. from the probate estate;
- d) **Direct** the Personal Representative to amend the estate inventory to reflect the exclusion of these properties;
- e) **Enjoin** the Personal Representative from conducting any auction, sale, or other disposition of the properties owned by Good Service Realty Inc.; and
- f) **Award** such other and further relief as the Court deems just and proper.

Final Note:

The Court should also weigh heavily the fact that the Decedent's Will, the very instrument upon which the Personal Representative relies, is entirely silent as to Good Service Realty Inc. and its operations. This silence is no accident. It confirms that, by the time the purported Will was executed, the Decedent and her counsel understood that ownership of the corporation and its nine properties had already been transferred under the irrevocable MBO and thus were not part of her testamentary estate. The creditor claims stand independent of the contractual enforceability of the MBO, alleging damages and lost income arising from the Decedent's breaches and post-MBO conduct and total **\$22,309,304**, this giving rise to the following motion by Brink.

5. **BRINK MOTION TO VACATE / RECONSIDER ORDER STRIKING CREDITOR CLAIMS**

Pursuant to Fla. R. Civ. P. 1.540(b) (and the Court's inherent equitable powers), Linda Johanna Brink respectfully moves this Court to vacate and/or reconsider its prior orders striking Ms. Brink's creditor claims and to reinstate those claims for adjudication on the merits. In support thereof, Ms. Brink states that the creditor claims that were previously stricken arise directly from the Decedent's breaches of the irrevocable MBO which expressly states, "**would not terminate in the event of non-closing or completion within the timeframe of any of the terms contained herein,**" Any alleged timing or closing disputes cannot be used as a pretext to avoid liability. Rather, the Decedent's post-MBO acts. Including transfers, assignments, and other conduct are inconsistent with the decedents (then vendors) obligations under the MBO, giving rise to substantial damages and loss of income. The creditor claims allege damages and lost income arising from the Decedent's breaches and post-MBO conduct, and total **\$22,309,304** and if recognized would render the estate insolvent. thereby precluding a defense that alleges the agreement was terminated by delay or failure to close. **(Exhibit A)**. The Court should not allow the Personal Representative to benefit from procedural technicalities while the PR himself has failed to comply with statutory duties and has distributed or assigned assets in derogation of the MBO and pending claim.

1. **Procedural Irregularities by the PR:**

The Court's order striking the creditor claims rested solely on procedural timing. However, the Court appears not to have taken into account the Personal Representative's own repeated and serious violations of statutory deadlines and fiduciary duties, including:

- Failure to timely file the Will as required under Florida Statutes §732.901 (delayed by **10 days**).
- Failure to file the inventory within the prescribed 60 days under §733.604, being approximately **192 days late**.
- Assignment or disposition of corporate assets belonging to Good Service Realty Inc. to alleged beneficiaries *prior to filing the estate inventory*, contrary to §733.609 and §733.610.

2. **Equitable Tolling and Unclean Hands:**

- Florida law recognizes that equitable tolling is available to prevent injustice where procedural bars are invoked by a party whose own conduct has caused delay or prejudice.

- o The PR's failures to comply with mandatory deadlines and concealment of assets (including assets that should never have been listed as estate property at all) amount to "unclean hands," and a party with unclean hands cannot invoke strict procedural defenses to defeat substantive rights.

3. Impact on the Estate's Solvency:

- o The creditor claims previously stricken total **\$22,309,304**. If reinstated, these claims would render the estate insolvent, thereby altering the entire posture of the administration.
- o An insolvent estate under Florida law requires satisfaction of creditor claims prior to any distribution to beneficiaries (§733.707). In that scenario, Linda Johanna Brink, as both the sole child of the Decedent and the contractual owner under the MBO, becomes the primary stakeholder in the estate proceedings.

4. Relevance to the MBO Agreement:

The creditor claims arise not from remote or tangential dealings, but from the Decedent's own breaches of the **irrevocable MBO Agreement** of August 29, 2008.

- o The Management Buyout Agreement expressly provides that it is irrevocable and that it **"would not terminate in the event of non-closing or completion within the timeframe of any of the terms contained herein."** (Exhibit A), MBO Agreement, Section number 17. This plain contractual provision forecloses any argument that alleged delay, partial performance, or alleged "non-closing" rendered the MBO void or terminable. The MBO therefore remained in force notwithstanding any alleged timing or closing irregularities, and it effected the transfer of ownership and control of Good Service Realty Inc. and its nine realty holdings away from the Decedent. Any contention by the Personal Representative that the MBO "failed" because of a purported missed closing is legally and factually without merit in light of the agreement's express, binding language.
- o Principles of equitable tolling and the doctrine of "unclean hands" warrant relief. The PR should not be permitted to invoke a procedural bar where his own actions and omissions have caused delay, concealed material facts, and prejudiced Ms. Brink's ability to bring a timely independent action.
- o The PR's attempt to treat the properties as estate assets and to strip them for auction is contrary to the explicit contractual terms the Decedent herself agreed to and that remain in effect. The Court has no option other than to treat the MBO as a binding, non-terminable agreement and exclude

the referenced corporate-titled properties from the estate inventory, **(Exhibit A)** where the titled properties are clearly listed.

5. Substantial Damages to Brink and Her Family Interests

The breaches of the irrevocable MBO by the Decedent caused material, direct, and foreseeable harm to Linda Johanna Brink and her immediate family, both personally and professionally, frustrating more than five years of family succession planning that the Decedent had herself supported and encouraged.

- **Succession Planning Timeline.** Beginning in February 2003, with the Decedent's full knowledge and participation, succession planning commenced for the transfer of Good Service Realty Inc. to Ms. Brink. In that month, Ms. Brink's business partner traveled to Florida to meet personally with the Decedent to initiate the plan. The planning accelerated in January 2006 when Ms. Brink returned to the United States to join her mother in ownership and daily operations of Good Service Realty Inc., culminating in the execution of the irrevocable MBO on August 29, 2008.
- **Family and Business Integration.** In reliance on the MBO and the Decedent's assurances, Ms. Brink and her family reorganized their personal and professional lives around the U.S. succession plan. Between 2003 and 2008, a total of sixteen (16) companies were incorporated in support this structure, consisting of **(a)** Brink family management, trading, and investment holding companies and **(b)** entities associated with client relationships connected to Brink family business interests. **(Exhibit C)**. The registered office and operations hub for these integrated interests was the premises of Good Service Realty Inc., the very company subject to the MBO. The Decedent's egregious post-MBO breaches forced Ms. Brink and her family to depart the U.S. to rebuild their family life and professional careers at great personal cost and expense, compounding the financial and professional damages suffered.
- **Egregious Breaches and Fallout.** Immediately following the MBO, beginning in September 2008 and exacerbated by the broader financial crisis (e.g., the September 15, 2008 collapse of Lehman Brothers), the Decedent engaged in a series of egregious acts directly contravening the MBO's terms. These actions not only breached the irrevocable contract but also destroyed the succession plan's foundation, inflicting irreparable harm on Ms. Brink's professional career, business interests, and family stability.

The damages arising from these breaches were neither incidental nor speculative. They struck at the core of a carefully documented, multi-year succession arrangement, undertaken with the Decedent's full knowledge and active participation, and relied upon by Ms. Brink and her family in

restructuring their lives and business interests. The Decedent's actions, culminating in the forced departure of Ms. Brink and her family from the United States to rebuild their lives and careers at great personal cost, demonstrate the profound prejudice suffered. This history fully justifies application of equitable tolling and the granting of all available legal and equitable remedies to ensure that Ms. Brink's claims are adjudicated on their merits, rather than extinguished through procedurally defective and legally void objections.

Relief requested: Ms. Brink respectfully requests that the Court:

- a) **Vacate** or reconsider its prior strikes of Ms. Brink's creditor claims;
- b) **Reinstate** said claims so they may be adjudicated on the merits;
- c) **Stay any action** by the Personal Representative that would dispose of or encumber assets subject to the claims pending adjudication;
- d) **Order** an expedited discovery schedule and hearing on the reinstated claims;
- e) **In the alternative**, hold that the claims are properly cognizable as set-offs or counterclaims directly relevant to ownership of the MBO assets, and therefore must be considered by the Court notwithstanding the prior procedural ruling.
- f) **Grant** such other relief the Court deems equitable and appropriate.

6. PERSONAL REPRESENTATIVES RESPONSE TO BRINK "PETITION FOR EXEMPT PROPERTY"

Linda Johanna Brink has filed a Petition for Exempt Property. Again, Linda Johanna Brink was properly served with Notice of Administration in November of 2024. The filing of a petition relating to exempt property is required to be filed within four months of the date of service of the notice of administration. The time for filing a petition for exempt property had long expired at the time of filing of the instant Petition for Exempt Property in July 2025. Consequently, the Petition for Exempt Property should be denied as untimely and as a matter of law.

7. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S RESPONSE TO THE ABOVE SAID "PETITION FOR EXEMPT PROPERTY"

1. Timeliness: Petition for Exempt Property Was Preserved and Raised Within the Applicable Timeframe

The Personal Representative asserts that the Petition for Exempt Property should be denied as untimely, claiming it was not filed within four months of the Notice of Administration served in November 2024. This argument omits key procedural history.

- I filed an objection with the Court on **January 27, 2025** in response to the **Petition for Exempt Property filed by Laszlo Aspirany**, the alleged surviving spouse.
- In that same January filing, I **asserted my position** with regard to exempt property rights, thereby **preserving my interest** in any exempt assets and satisfying the spirit and purpose of the statutory deadline under **§732.402(6), Fla. Stat.**
- Therefore, my subsequent petition, filed on **July 8, 2025**, was not a new or first-time claim but a **continuation of previously asserted rights** and made in direct response to **significant procedural developments** in the case.

2. Withdrawal of Claims by Laszlo Aspirany Raises Red Flags

The July 8, 2025 Petition was prompted by my discovery that:

- Mr. Aspirany **voluntarily withdrew** his petitions for:
 1. **Exempt Property**
 2. **Elective Share**, and
 3. **Homestead Determination**
- Shortly after this withdrawal, it appears that the Personal Representative **executed and recorded a deed** transferring the homestead property (810 SE 10th Street) **into the name of both himself and Mr. Aspirany**.

This sequence of events raises legitimate concerns that Mr. Aspirany was **improperly induced** to withdraw the totality of his multiple claims in exchange for favorable treatment. Potentially including a **non-probate conveyance** of homestead property that should be subject to strict legal protections and full judicial review.

3. The Personal Representative Ignores Homestead and Exempt Property Protections Afforded to Lawful Heirs

It remains my position that:

- The **homestead property** at 810 SE 10th Street is **protected** under **Art. X, §4 of the Florida Constitution** and **not subject to probate administration or PR conveyance**;
- As the **sole natural heir and daughter** of the Decedent, and in light of the **highly questionable circumstances surrounding the alleged marriage**, I have **standing to assert exempt property rights** under **§732.402**, including for items of tangible personal property;
- The Personal Representative has **willfully ignored** my legal claims to both **homestead** and **exempt assets**, while acting outside the scope of his fiduciary authority.

Additional Point – Loss of Heirlooms and Family Photo Archives

- Despite repeated requests and my known status as the decedent's sole surviving child, I was never afforded the opportunity to recover from the homestead at 810 SE 10th Street the family photo albums and heirloom jewelry stored there at the time of my mother's passing. These items, representing more than seventy years of family history are irreplaceable and of deep sentimental value.
- Under § 732.402, Fla. Stat., lineal descendants are entitled to exempt personal property irrespective of any disinheritance language in a contested will. Florida courts have consistently held that the purpose of this statute is to **protect a decedent's immediate family from being entirely divested of sentimental or necessary household effects**. See *In re Estate of Magee*, 988 So. 2d 1 (Fla. 2d DCA 2007); *In re Estate of Smith*, 685 So. 2d 1206 (Fla. 1996).
- I respectfully request that the Court direct the Personal Representative to provide a full accounting of these heirlooms and to take immediate steps to locate, preserve, and return them before any further estate distributions occur

4. Conclusion

For the reasons stated herein, the Personal Representative's objection is without merit and should be denied. Accordingly, I respectfully request that the Court:

- **Reject** the Personal Representative's procedural objection to my Petition for Exempt Property;
- **Recognize** my January 27, 2025 filing as timely notice of my claim to exempt assets;
- Schedule an evidentiary hearing if necessary to determine the propriety of the **homestead transfer** to the Personal Representative and Mr. Aspirany;
- Enter an order granting my Petition for Exempt Property

8. PERSONAL REPRESENTATIVES RESPONSE TO BRINK "PETITION TO DETERMINE HOMESTEAD STATUS"

Linda Johanna Brink has filed a Petition to Determine Homestead Status of Real Property. Within the four corners of the petition, Linda Johanna Brink would not be entitled to any relief relating to the homestead property. Specifically, Linda Johanna Brink indicates that the Decedent was not survived by a spouse or minor children. She draws the erroneous conclusion that she is therefore entitled to fee simple interest in the real property as a daughter of the Decedent. Within the four corners of the petition, as a matter of law, and consistent with the Constitution of the State of Florida, Linda Johanna Brink is entitled to nothing. Consequently, the homestead petition should be denied in that the petition does not identify a valid allegation supporting the concept of her inheriting the homestead property.

9. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S RESPONSE TO THE ABOVE SAID "PETITION TO DETERMINE HOMESTEAD PROPERTY"

1. Petition Is Legally and Factually Sufficient

Contrary to the Personal Representative's claim, the Petition **properly pleads all necessary statutory elements** for a homestead determination under:

- **Article X, §4 of the Florida Constitution,**
- **§§ 732.401 and 733.607, Fla. Stat., and**
- **Fla. Prob. R. 5.405.**

Specifically, the Petition establishes:

- The Decedent owned and resided at the property at death;
- There were no minor children;

- There is no surviving spouse with enforceable rights, as Laszlo Aspirany **withdrew all spousal claims**;
- Petitioner is the **sole surviving lineal descendant**.

Accordingly, Petitioner seeks a standard determination that:

- The property is protected homestead;
- It is **exempt from creditor claims**, and
- **Title passes directly to the Petitioner** under Florida law.

The petition is **fully compliant** with Florida homestead procedure and seeks **relief specifically authorized** by the Florida Probate Code.

2. Personal Representative Misstates the Law

The Personal Representative asserts that Petitioner “is entitled to nothing” under the Florida Constitution. This is legally **incorrect and misleading**.

- Under **§732.401(1), Fla. Stat.**, if a Decedent is not survived by a spouse or minor child, **the homestead descends in accordance with Florida intestate succession law**—meaning it passes to **lineal descendants**, such as children.
- **Fla. Const. Art. X, §4(c)**: “The homestead shall not be subject to devise if the owner is survived by a spouse or minor child, except the homestead may be devised to the owner’s spouse if there be no minor child.”
- **No minor child / no surviving spouse with valid claim / property passes by intestacy.**
- Here, the Decedent’s only surviving child is the Petitioner. The alleged surviving spouse (Mr. Aspirany) has **withdrawn all claims** to exempt property, elective share, and homestead, **waiving any right** to homestead inheritance.
- Therefore, **title to the protected homestead passes directly to Petitioner**, and **not through probate**. The PR has **no authority to convey** this homestead property, as he has attempted to do.

3. Improper Transfer of Homestead Property

Following Mr. Aspirany’s waiver of claims, the Personal Representative executed and recorded a deed transferring the homestead property **into his own name jointly with Mr. Aspirany**.

This action is:

- **Legally void**, as the PR has no authority to convey protected homestead property under **§733.608(3)**;
- A possible **breach of fiduciary duty**, as it appears to involve self-dealing;
- A violation of **the rights of the lawful heir**, i.e., the Petitioner.

The Florida Supreme Court has made clear in *McKean v. Warburton*, 919 So. 2d 341 (Fla. 2005), that **homestead property vests immediately** in the heirs upon death and is **not subject to estate administration or PR conveyance**.

4. Petitioner Has Standing and a Valid Legal Interest

The PR continues to assert that Petitioner is “entitled to nothing” based on the Will’s disinheritance clause. However, **Florida law governs homestead descent independently of the Will** when a property is not validly devised.

Because the Will:

- **Did devise** the homestead, but
- **Devise failed** (due to the original named devisee’s predecease),
- The homestead property passes **outside probate**, directly to heirs via intestacy.

The Petitioner, as **sole biological child and sole lineal descendant**, has:

- **Standing** under §731.201(23), Fla. Stat.; and
- A **vested property interest** in the homestead property.

5. Conclusion and Relief Requested

For the foregoing reasons, the PR’s objection is without legal merit.

WHEREFORE, Petitioner respectfully requests that the Court:

1. **Overrule** the Personal Representative’s objection in full;
2. **Grant** the Petition to Determine Homestead Status;
3. **Declare** the real property located at 810 SE 10th Street, Fort Lauderdale, as protected Florida homestead;
4. **Declare** that legal title to the homestead vested in Petitioner, Linda Johanna Brink, upon the Decedent’s death;
5. **Void** any unauthorized conveyance by the Personal Representative;
6. **Grant** such further relief as the Court deems just and proper.

PART D – CLOSING ARGUMENTS

1. PERSONAL REPRESENTATIVES APPLICATION TO THE COURT ARISING FROM HIS OMNIBUS APPLICATION AS PRESENTED HEREIN.

WHEREFORE, ROGER HAAGENSON, as Personal Representative of the Estate of Ingeborg Leatherbury a/k/ a Ingeborg L'Episcopo, respectfully requests this court to enter an order denying all motions and petitions in paragraph five above, along with an award of the costs and attorneys' fees associated with the prosecution of this motion pursuant to Fla. Stat. §§ 733.106 and 57.105, and any further relief that this court may deem just and proper.

2. BRINK RESPONSE TO PERSONAL REPRESENTATIVE'S APPLICATION TO DISMISS ALL MOTIONS AND AWARD COSTS.

3. The Personal Representative's Request for Blanket Dismissal of All Petitioner's Filings Is Overbroad, Unsupported by Law, and Contrary to the Interests of Justice

The omnibus motion represents an indiscriminate attempt to silence and dispose of multiple pending filings — each of which raises **distinct legal and factual issues**, including:

- **Homestead rights** under Article X, § 4 of the Florida Constitution;
- **Standing as lineal descendant and sole heir** under § 732.401, Fla. Stat.;
- The validity and effect of a **Management Buyout Agreement (MBO)** executed in 2008;
- **Procedural irregularities**, including late inventory filings and unauthorized deeds;
- **Improper conveyances of estate property**, potentially void under Florida law;
- **Fraudulent or questionable** spousal claims and waivers.

None of these matters are frivolous or without basis. Most have a **strong foundation in Florida law** and raise genuine disputes that warrant judicial consideration.

A court may not summarily dismiss multiple complex motions merely for judicial convenience, especially when the movant is also the subject of the complaints being raised.

4. The PR Has Misused Fla. Stat. § 57.105 and Fla. Stat. § 733.106

Regarding § 57.105:

Section 57.105 is intended to sanction parties for **completely baseless legal arguments or intentional delay or bad faith**. Petitioner has:

- Filed pro se, in good faith,
- Cited binding case law and constitutional provisions,
- Responded to legal uncertainties and procedural injustices,
- Raised colorable claims regarding improper estate asset distributions, homestead rights, and unauthorized deeds.

There is **no basis** for a finding that Petitioner's filings are so devoid of legal merit as to warrant sanctions under § 57.105. Use of this statute against a self-represented heir asserting constitutionally protected rights is not only legally improper but punitive.

Regarding § 733.106:

This statute allows for equitable apportionment of attorneys' fees **only when litigation benefits the estate** or arises from a legitimate question about estate administration.

Here, the PR's motion is not in defense of the estate but is a **defensive maneuver to shield the PR personally** from accountability, including:

- Self-dealing involving the homestead,
- Disregard of the MBO and estate asset boundaries,
- Failure to timely file an inventory (192 days late),
- Disregard for Petitioner's notices, correspondence, and filings.

If any costs are to be awarded under § 733.106, they should be **against the PR personally, not the estate**, as his actions were **not in furtherance of the testator's intent** or lawful estate administration.

5. The PR Has Operated Ultra Vires and Has Engaged in Acts Justifying Judicial Removal Under § 733.504

The conduct of the PR throughout the administration has been **contrary to Florida probate law**, including but not limited to:

- Failure to timely file the Will (**21 days after notice of death**);
- Failure to file the inventory within the statutory period (**192 days late**);
- Executing a deed to himself and the alleged spouse for the **protected homestead**, without authority and against legal restrictions;

- Ignoring 11 separate pre-appointment communications from the Petitioner regarding the MBO and **exclusion of assets**;
- Refusing to provide Petitioner with a copy of the inventory, despite her standing under § 731.201(23) as **an interested person**.

These actions are not mere technical violations — they **prejudice the heir** and **undermine the integrity of estate administration**. The PR has acted in a manner that is, at best, reckless and, at worst, **deliberately obstructive**.

Accordingly, Petitioner respectfully requests that this Court:

1. **DENY** the Personal Representative's omnibus motion in its entirety;
2. **DENY** any award of attorneys' fees or costs under §§ 733.106 or 57.105;
3. **Order a hearing** on the merits of each pending petition and motion;
4. **Review the conduct of the Personal Representative** under § 733.504 and consider issuing an order to show cause why he should not be removed for cause;
5. **Grant** such further and additional relief as this Court deems just and proper.

OMNIBUS CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, for all of the reasons set forth herein, and based upon the facts, exhibits, and legal arguments presented in this Response to the Omnibus Motion filed by counsel for the Personal Representative, Linda Johanna Brink respectfully requests that this Honorable Court enter an order as follows:

1. **Recognition and Enforcement of the Management Buyout Agreement:**
 - a) Compelling the Personal Representative to recognize the irrevocable Management Buyout Agreement dated August 29, 2008;
 - b) Excluding from the probate estate all properties, assets, and interests held by Good Service Realty Inc. as set forth in Exhibit C;
 - c) Enjoining the Personal Representative from attempting any sale, transfer, or disposition of these properties pending resolution.
2. **Reconsideration of Creditor Claims:**
 - a) Vacating or reconsidering prior orders striking Brink's creditor claims filed on procedural grounds;
 - b) Allowing equitable tolling based on the Personal Representative's delays and Brink's overseas residence;
 - c) Permitting full consideration of damages and losses arising from breaches of contractual and legal obligations, including those related to the MBO.

3. Will Objection / Procedural Compliance:

- a) Recognizing that the purported June 16, 2011 Will may not comply with Florida Probate law, including potential issues with witnessing and self-proof;
- b) Allowing the submission of forensic handwriting analysis or other expert evidence to verify the authenticity of the Will and its execution;
- c) Maintaining the status quo with respect to estate assets until the Court can determine the validity of the Will.

4. Access to Probate Inventory:

- a) Ordering the Personal Representative to provide a full, accurate copy of the probate inventory for review;
- b) Allowing Brink to verify that all assets included in the inventory belong to the estate and that no assets were improperly included or transferred.

5. Protection of Homestead and Related Assets:

- a) Confirming the homestead status of 810 SE 10th Street, Fort Lauderdale, FL, under Article X, §4 of the Florida Constitution;
- b) Prohibiting any conveyance, transfer, or encumbrance of the homestead property by the Personal Representative without prior Court approval.

6. Urgent Injunctive Relief Regarding Imminent Auction:

- a) Noting that a public auction of the MBO company-owned portfolio has been scheduled by the Personal Representative for October 16, 2025, immediately following the October 13, 2025 hearing;
- b) Enjoining the Personal Representative from proceeding with the auction or any sale, transfer, or encumbrance of Good Service Realty Inc. properties prior to the Court's adjudication of the MBO, homestead, and creditor claims;
- c) Preserving the status quo to prevent irreparable harm to Brink's contractual, property, and homestead rights.

7. Equitable Relief and Injunctions:

- a) Enjoining the Personal Representative from taking any action that would adversely affect the MBO assets, homestead, or any other property subject to Brink's claims;
- b) Granting any other temporary or permanent injunctive relief necessary to preserve the status quo and prevent irreparable harm, particularly in light of the pending auction of the MBO assets scheduled for October 16, 2025.

8. Attorney's Fees and Costs:

Granting reasonable attorney's fees, costs, and any other relief as the Court deems just and proper under Florida law, as may be applicable to the enforcement of contractual rights and protection of estate assets.

Respectfully submitted,

Linda Johanna Brink

Pro Se Litigant

Date: October 8th 2025

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **Omnibus Response of Linda Johanna Brink to the Omnibus Response Filed by Counsel of the Personal Representative** has been furnished this 8th day of October, 2025, by electronic mail to all counsel of record who were copied on the Omnibus Motion filed by the Personal Representative's attorneys on September 15, 2025, including but not limited to:

Counsel for Personal Representative:

Name: Douglas F Hoffman

Email: dhoffman@estateandtrust.net

Address: C/- Rudolf & Hoffman PA, 615 NE 3rd Avenue, Fort Lauderdale, FL 33304

Other Parties / Interested Persons / E-service recipients selected for service:

Name	Email Address
Roger D Haagenon	rdh@haagenonlaw.com
Adam Schucher	aschucher@gunster.com
	acruz@gunster.com
	eservice@gunster.com
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Tattiana Brenes-Stahl	Tattiana.Stahl@katzbaskies.com
	eservice@katzbaskies.com
	erin.melfi@katzbaskies.com

Certificate of Service (Contd)

I certify that service has been made in accordance with the Florida Probate Rules, and all parties entitled to notice have been properly served.

Dated this 8th day of October, 2025.

Respectfully submitted,

Signature

Name: Linda Johanna Brink
Address: 1130 SE 14th Place. #23b, Fort Lauderdale, FL 33316
Email: linda@exnet.cc
Phone: +1-954-203 6233

Exhibit Index

EXHIBIT	Description	Page #
"A"	This is a copy of the Management Buyout Agreement (executed August 29, 2008); delivered September 1, 2008 by Decedent to the office of Haagenson & Haagenson , Decedent's attorneys at the time).	52-70
"B"	This presents the Court with a summary of all 11 (eleven) letters and communication addressed and forwarded to the law firm of Haagenson & Haagenson in the matter of (a) the death of Linda J Brink's mother, (b) the importance of the Management Buy Out (MBO agreement between Brink and Decedent (c) the importance of keeping the real estate business offices open in readiness for the long planned "Showcase" project.	71-75

For reference purposes, the abovesaid Exhibit B communication history is summarized below:

Email # (Communication)	Date	Subject
1	Oct 3 2024	Phone call by Brink to Haagenson law firm advising of Brink's mother's death.
2	Oct 4 2024	Email sent to law firm advising of ownership of Good Service Realty Inc by Brink's holding company, Sanctum Stay Realty Inc. (No reply) .
3	Oct 4 2024	Email sent to law firm advising interalia of the "Showcase" to operate out of GSR offices, decedents poor health, poor management of realty firm etc. (No reply) .
4	Oct 6 2024	Email sent to law firm advising that Brink would be forwarding a "Briefing Paper" and attaching a short memo re the daughter of the alleged spouse. (No Reply) .

Exhibit Index Contd

Letter #	DATE	SUBJECT
5	Oct 8 2024	Email sent to law firm asking a number about Brink's mother's death such as cause, place, time, etc. Advised would phone later that day (US time) to get this information. (No reply). Phoned twice – phone not answered.
6	Oct 10 2024	Email sent asking about Funeral Home. Attached a letter of Authority for GSR realty agent (Bob Kelsey) to act on behalf of Brink. (No reply).
7	Oct 11 2024	Attached copy of letter sent to Funeral Home ad wish to see mother's ashes dropped into ocean at 1248 Cordova Rd. (No reply)
8	Oct 11 2024	Sent email advising (a) that the alleged marriage was a sham (b) reminding the law firm that GSR (Good Service Realty) was owned by Brink under the 2008 MBO. That her late mother should be sitting on about USD600k in cash from sale of 1010 SE 11 th Ct for USD850k (No reply).
9	Oct 11 2024	Sent email with attachment reflecting the negative equity in the estate arising from Brink's initial creditor claim. (No reply)
10	Oct 11 2024	Sent email advising how the planned "Showcase" at the realty office would operate. (No reply).
11	Oct 30 2024	Sent email advising that Scully Law firm had sent a copy of the Will to me. I advised both parties that I believed there were material defects in the Will. (No reply).

Supplementary Exhibits follow.....

Exhibit Index Contd

SUPPLEMENTARY SUPPORTING EXHIBITS

EXHIBIT	Description	Page #
"C"	List of Companies Brink had set up US office for under the MBO agreement based at the registered office of the MBO company.	76
"D"	A copy of the Will	77-82
"E"	Copy of the "Self-Proving" page of the purported Will	83
"F"	Copy of Bank of America checks made out and signed by the testator on June 10 th 2021	84
"G"	Copy of unsigned Will of Decedent's 2 nd husband.	85-86
"H"	Copy of Police report pertaining to unsigned Will.	87
"I"	"I wanted him to die" story from UPI.	88
"J"	Final outreach letter by Brink to Personal Representative	89-92
"K"	Briefing Paper (BP-1001) sent to Haagensohn Law firm	93-95
"L"	Brink Eulogy read at her mother's ashes service.	96-97

EXHIBIT A

Presented herein are copies of each page of the Management Buy Out Agreement, scanned post signing in the office of Good Service Realty Inc on Friday, August 29th 2008 with the original delivered by Decedent to the law offices of Haagenson & Haagenson on Monday, October 1st 2008.



**MEMORANDUM OF
AGREEMENT**

BY AND BETWEEN

SANCTUM STAY INC
(Purchaser of Shares)

AND

Ingeborg Leatherbury
(Vendor of Shares)

**AGREEMENT FOR SALE AND PURCHASE OF
CAPITAL STOCK AND SHAREHOLDER LOAN ACCOUNT IN
GOOD SERVICE REALTY INC**

DOC-MBO-SSI-GSR-IL

Exhibit A Contd

DOC-MBO-SSI-GSR 0814
Management Share Buy-Out Agreement

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Exhibit A Contd

DOC-MBO-SSI-GSR 0814
Management Share Buy-Out Agreement

THIS AGREEMENT is made this 29th day of August 2008.

BETWEEN **INGEBORG LEATHERBURY**, a Florida resident, sole owner / director of Good Service Realty Inc, the Corporation herein, who has disclosed in Federal taxation filings her sole ownership of the Corporation and address as owner being at 1085 SE 17th St Fort Lauderdale, FL 33316, hereafter referred to as "Vendor" of the first part.

AND **SANCTUM STAY INC** file number P07000014383, duly incorporated in Florida, USA as a Domestic C, for-profit Corporation whose registered office is at 1085 SE 17th St, Ft Lauderdale, FL33316 and hereafter referred to as "Purchaser" of the second part.

WHEREAS **GOOD SERVICE REALTY INC** (hereafter called the "Corporation") is a duly incorporated Florida, USA incorporated General Corporation, file number 667694, formed 04/23/1980, registered in the State of FL as a For Profit Corporation with 6,000 (*six thousand*) capital Shares issued to the Vendor, each of which six thousand have been issued as fully paid and which issued Shares are owned by the Vendor, constituting the entire issued and paid-up capital Shares of the Corporation.

AND WHEREAS the Vendor beneficially owns 6,000 (*six thousand*) issued and fully paid shares of \$1 (one dollar) Par Value Common Stock ("Voting Stock") in the capital of the Corporation representing 100% of the voting and profit sharing capital of the Corporation.

AND WHEREAS the Vendor has agreed to sell to the Purchaser or its nominee and the Purchaser has agreed to purchase from the Vendor, the said 6,000 (*six thousand*) fully paid Common Stock in the capital of the Corporation, (the said Stock) and which Stock represents 100% of the said issued and paid up capital of the Corporation.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED AND COVENANTED by and between the Vendor and the Purchaser as follows:

1. AGREEMENT TO SELL

THE Vendor agrees to sell to the Purchaser, the said Shares comprising 100% of the entire issued and paid up capital Shares of the Corporation and the Purchaser

Exhibit A Contd

DOC-MBO-SSI-GSR 0814
Management Share Buy-Out Agreement

agrees subject to the terms and conditions hereinafter appearing to purchase the said capital Shares and shareholder loan account balances, (if any) at and for the consideration hereinafter appearing.

2. CONSIDERATION

THE purchase price for the said 6,000 Common Shares/Stock which shall constitute the said 100% of the entire issued and paid up capital of the Corporation, plus shareholder loan accounts shall be the sum of USD3,900,000 (three million nine hundred thousand) US dollars which converts into USD650 (six hundred and fifty dollars), US currency per each outstanding Share / Common Voting Stock..

3. CLOSING OF THE CONSIDERATION

THE Consideration, payable by the Purchaser to the Vendor, shall be settled as follows:

- (a) That a purchase deposit of USD860,000 (*eight hundred and sixty thousand US dollars*) was previously tendered to the Vendor as a personal loan by the shareholders of the Purchaser in May, 2000 while resident in Malaysia.
- (b) That a second and final payment of 3,000,000 (*three million*) US Dollars shall be advanced by the Vendor to the Purchaser as a five year, unsecured Convertible Capital Note at a coupon of 3%.
- (c) That for purposes of this agreement, the US\$40,000 (forty thousand) US dollar differential in (a) and (b) above be treated as interest on the advance as captioned in 3. (a) above.
- (d) That in the event of the death of the Vendor, any sum outstanding in favor of the Vendor under the Convertible Capital Note issuance, shall at such date, bequeath from Vendor at no cost to Linda Iverson nee Brink, a shareholder of the Purchaser.

4. CLOSING PROCEDURES

UPON the Closing Date the Vendor or their representative will hand to the Purchaser or his representative at such place as may be mutually agreed upon:

- (a) Transfers of the said Shares to the Purchaser or his nominee or nominees duly executed by the Vendor in registrable form.
- (b) The Share Certificates issued for the said Shares.

Exhibit A Contd

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Management Share Buy-Out Agreement

- (c) A Resolution of the Director of the Corporation approving the transfer of the said Shares to the Purchaser or his nominee or nominees and directing that the names of the Purchaser or its nominee or nominees be entered in the Register of Members of the Corporation in respect of the said Shares.
- (d) Acknowledgments from the existing directors and the secretary of the Corporation that they are not owed any moneys by nor have they any claim against the Corporation whether by way of salaries, fees, emoluments or otherwise as at the date of closing.
- (e) A waiver in writing of all and any pre-emptive rights conferred upon the holders of the said Shares pursuant to the Constitution of the Corporation in respect of the transfer of the said Shares pursuant to this Agreement.

5. VENDOR WARRANTIES

IN consideration of the Purchaser entering into this agreement the Vendor hereby unconditionally undertake, warrant and agree with and to the Purchaser as follows:

- (a) That the capital of the Corporation is as set out in the recitals to this agreement and that all the Shares in the capital of the Corporation is fully paid upon proper calls in compliance with the manner set forth in the Constitution of the Corporation.
- (b) That they will not permit to be passed before the date of closing any resolution by the Corporation altering the capital other than as agreed with Purchaser.
- (c) That the Statement of Financial Position of the Corporation as at the 31st day of March 2008, copies of which will have been provided by the Vendor to the Purchaser (the Balance Sheet as at the agreed Review Date), hereinafter called "the said Balance Sheets", copies of which are to be delivered prior to the Unconditional Date, annexed hereto as **Annexure "A"** together with details of the monthly income of the Corporation for the 12 month period ended 03/31/2008 annexed thereto and that same will have been prepared in accordance with good accountancy practice and principles and are true and accurate in all material respects and make full provision for all actual liabilities and proper provision for all contingent liabilities and fairly and accurately reflect the trading and profit of the Corporation for the period ending on the Balance Date and the financial position of the Corporation as at the Balance Date.
- (d) That from the Balance Date to the date of closing, the Corporation:
 - (i) Has and will continue to operate the business on a sound and prudent business basis.

Exhibit A Contd

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- (ii) Have not incurred and will not incur any liability whatsoever other than those incurred in the normal course of business of the Corporation.
- (iii) Has not or will not dispose of its ownership interest in other legal entity or Corporation, if any.
- (iv) Have not or will not dispose of any portion of its undertaking or any of its fixed property (if any) or other fixed assets nor any of its current assets other than in the normal course of business.
- (v) Have not acquired and will not acquire any assets of a capital nature requiring any funding commitment by the Corporation or any Related Affiliate, if any.
- (vi) Have not and will not revalue any of the fixed assets.
- (vii) That no dividends bonus, shareholder loan account repayment or other distribution of any kind whatsoever has been or will be declared paid or made after the Balance Date and prior to the either the date of deposit or Advance Date without the express consent in writing of the Purchaser.
- (e) (i) That on the closing date there will be no external, non-related Corporation / party liabilities contingent or otherwise of the Corporation known to the Vendor other than as disclosed in Annexure "B" and which shall be for the account of the Vendor and deducted from the purchase Consideration on closing.
- (ii) Should it be ascertained whether before or after the date of closing that the Corporation was liable as at the date of closing (whether contingently or otherwise) to any person or creditor in any sum or sums or in any other manner whatsoever not fully disclosed or provided for in the said Balance Sheet approved by the Purchaser in writing or incurred in the proper and normal course of the business of the Corporation, then the Vendor will forthwith upon demand by the Purchaser at any time or times after any such liability or liabilities become known pay to the Purchaser a sum equivalent to the amount of each such liability. For the purpose of this paragraph the word "liability" shall include liability for taxation of any nature, any reassessment thereof which the Corporation may be required to pay in respect of any period prior to the date of closing which has not been fully disclosed to the Purchaser and approved by the Purchaser and any amount whatsoever

Exhibit A Contd

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(including all costs incurred in connection therewith) arising out of any occurrence or happening which shall have taken place on or prior to the date of closing and which has not been fully disclosed to the Purchaser and acknowledged by the Purchaser.

- (f) The Corporation will continue to insure until the closing date all of its insurable assets against loss or damage by fire, accident, hurricane, storm and other causes for a sum of not less than their replacement value.
- (g) The Vendor shall supply to the Purchaser all such information as it may request relating to the affairs and business of the Corporation.
- (h) That on the Closing Date, the said Shares of the Corporation will be held by the Vendor in their own right free of any liens, charges, or encumbrances and that the Vendor are entitled to transfer the outstanding Shares in the Corporation as provided under the Constitution.
- (i) That neither the Corporation nor the Vendor are committed to nor will enter into prior to the date of closing any contracts providing for an option for any person other than the Purchaser to take Shares in the Corporation on an increase in the capital thereof.
- (j) That the Vendor are not aware of any cause of action in respect of which the Corporation is not fully indemnified in relation to any matter which could or might be used for the purpose of commencing proceedings either civil or criminal against the Corporation other than as herein disclosed.
- (k) That the Corporation is not engaged in any litigation whatsoever other than as herein disclosed nor are any legal proceedings of any kind being taken against it nor are the Vendor aware of any litigation or legal proceedings against the Corporation pending or threatened. The Vendor acknowledge that if any loss or cost shall be incurred by the Corporation arising therefrom the Purchaser shall be compensated in accordance with sub-clause (e) (ii) hereof.
- (l) The except as expressly disclosed to the Purchaser in writing and approved by the Purchaser, the Corporation will not become a party to any agreement with any director, officer, servant or employee of the Corporation for a term not terminable within one calendar month after the date of closing or under which any such person is entitled to a share of profits of the Corporation or to any bonus calculated on profits or other benefits and that no pensions, retiring allowances or other benefits are or will be payable by the Corporation to any director, officer, servant or employee on during or after retirement from office or on termination of his employment and that there are no options or contracts existing between the Corporation and any such

Exhibit A Contd

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persons relating to any property of the Corporation and that the Corporation has not entered into any contract of employment which may not be terminated on one month's notice.

- (m) That the Corporation has not and will not prior to the Closing Date enter into any further material contract whatsoever without the written consent of the Purchaser.
- (n) That the Corporation has not and will not before closing become a party to any contract of guarantee or indemnity.
- (o) That the Corporation will, on the Closing Date be in possession of all current licences, authorities or permits from or issued by any Government Department, Municipal, State or Local Body or other Authority whether in respect of the properties or other assets of the business owned by the Corporation or otherwise necessary or required to enable it to carry on its business fully and effectively and that the Corporation has not had notice that any such licences, authorities or permits are being or are likely to be withdrawn or in any matter qualified whether by reason of the sale of the said Shares or otherwise howsoever.
- (p) That the Corporation has, as and when required by law rendered to the relevant Taxation Office/Authority and other Authorities all necessary returns and that such returns have been made on a proper basis and that there is no dispute outstanding with any Taxation Office in the United States of America or elsewhere in respect of the same.
- (q) That no resolution of the members of the Corporation has been passed which has not been recorded in the Minute Book of the Corporation and that no resolutions will be passed prior to the date of closing without the prior express approval of the Purchaser.
- (r) That the entries in the Statutory Books and records of the Corporation as required at law, including Registers of Members, Registers of Directors and Secretaries, Registers of Charges and Registers of Directors Shareholdings of the Corporation are correct and that the Registers have been properly kept and will be properly kept up to the date of closing.
- (s) The sale of the said Shares in the Corporation to the purchaser is not in breach of any agreement with any person/persons or Corporation and that the Vendor shall not sell or agree to sell or given an option to purchase any of the Shares in the Corporation to any other person.
- (t) Neither the Corporation nor the directors thereof have at any time received any notice of any charge or trust in favour of any person in respect of any of the Shares which shall not to satisfaction of the parties hereto have been fully paid and satisfied.

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- (u) The Corporation has complied with the provisions of all awards and local law which may be applicable to their business and that there are no claims outstanding against the Corporation in this regard.
- (v) The Vendor shall at all times hereafter keep the purchaser fully indemnified from and against all actions proceedings claims costs expenses demands and losses whether direct or indirect which the purchaser and/or the Corporation may suffer or cause to be suffered whether by reason of any of the covenants, warranties, terms and conditions contained in these presents being incorrect or being challenged as being incorrect or any Authority competent to issue such challenge or by reason of any liability of the Corporation which may at any time exist or arise for goods and services, dividend, withholding, land or other tax or duty in respect of any period and any matter or thing up to the Closing Date.
- (w) In the event of any liability whether actual or contingent or any claim of any nature against the Corporation or the purchaser in respect of which the purchaser does or may seek to make any claim against the Vendor pursuant to the provisions of this agreement the purchaser shall forthwith give notice thereof to the Vendor at his last known address and shall ensure that (except where in the purchasers reasonable opinions this might prejudice the purchaser) neither the purchaser nor the Corporation shall make any payment or admission of liability in respect thereof or take any other steps which may in any way prejudice the defence thereof and the purchaser shall ensure that the Vendor may at his own costs (but at all times in consultation with the Corporation) in the name of the Corporation prosecute or defend any proceedings relating to any such liability or claim of any nature and for that purpose the purchaser shall render such assistance as the Vendor may reasonably require for the purpose of such proceedings.

6. REMUNERATION CONTRACTS

The Vendor warrants that the Corporation has not and will not enter into contracts with any persons whatsoever whether as employees, professional advisers or the like and that upon Closing Date, no such person shall have any claim whatsoever upon the Corporation other than those as are disclosed in **Annexure "B"** hereto.

7. NON MERGER

THAT the warranties representations and undertakings set out in this agreement shall notwithstanding any rule of law to the contrary, not merge in the instrument

Exhibit A Contd

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of transfer executed pursuant to this agreement but shall remain enforceable to the fullest extent.

8. VENDOR CLAIM WARRANTY

THE Vendor shall immediately after the closing and transfer of the said Shares and loan account to the Purchaser deliver to the Purchaser, written confirmation that they have no claim upon the Corporation in respect of compensation, damages or other moneys whatsoever, other than as is provided for in terms of this agreement.

9. ASSETS AT CLOSING - VENDORS WARRANTY

THE Vendor warrants that as at the date of closing hereunder the assets of the Corporation shall be as described in **Annexure C** herein.

10. SPECIAL CONDITIONS

THE Vendor and Purchaser irrevocably agree as follows:

10.1 That as a Special Condition, the Purchaser arrange through the Corporation, a five year advance, (the "**Advance**") of USD1,000,000 (one million US Dollars) to the Vendor for personal use, on an interest free basis as follows:

10.1.1 That Vendor grant Purchaser a period of 30 (thirty) days commencing from the day and date of this Agreement for the purpose of (a) completing financing arrangements and (b) undertaking an examination of the Corporation, its assets, trading history and such other matters as required by Purchaser to complete the five year advance to Vendor as per 10.1.

10.1.2 For such extended period as the Purchaser may reasonably require to complete its funding arrangements as captioned herein.

10.2. That the Vendor shall provide the Purchaser's directors with all information as shall be required for the Purchaser to complete funding sufficient to settle this Agreement as provided herein, this information including but not limited to:

10.2.1 Copies of financial statements, tax returns and all pertinent trading information dating back not less than four (4) years that the vendors warrant shall be true and fair.

10.2.2 Access to the Vendor's professional advisors to the extent required to obtain information required to support the Purchaser's funding.

Exhibit A Contd

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- 10.2.3.** Access to key suppliers and trading partners as may be reasonably required to validate financial and legal matters that may arise through the funding process.
- 10.2.4** Access to and copies of the statutory records of the Corporation, including all directors and shareholders minutes and resolutions.
- 10.2.5** Copies of all and any governmental and/or Statutory Body consents, authorizations and approvals that have been given or may be required to conduct the operations of the Corporation or in respect of which conditions remain outstanding.
- 10.2.6** Confirmation of satisfactory title to and ownership of all assets of the Corporation as set out in **Annexure C** hereto which shall be unencumbered except to the extent as stated on **Annexure B** which the Purchaser must confirm in writing as being acceptable as part of the funding process herein provided.
- 10.3** That on the Advance Date as provided in Clause 10.4 herein, the Purchaser will be possessed of the financial resource required to effect closing of the Consideration as provided for under Clause 10.1 herein.
- 10.4** That the Advance Date shall be the day and date upon which Purchaser notifies the Vendor in writing that the finance required to effect closing of the Advance as per Clause 10.1 herein is available to the Purchaser.
- 10.5** That on or before the Advance Date, the Vendor shall have delivered and or complied with the Special Conditions as set out on **Annexure E** hereto and which conditions shall inure to the benefit of the Purchaser subsequent to closing of this Agreement.
- 10.6** That prior to the unconditional date, the Purchaser shall have received such regulatory approvals as may be required, (if any).

11 ASSET ASSIGNMENT

THE Purchaser acknowledges and warrants that as part of the acquisition of the Shares in the Corporation, the Purchaser shall not take an assignment in respect of any assets that may be the personal property of the Vendor or other parties having an interest in such assets. The Vendor undertakes to inform the purchaser in writing before the Advance Date of any assets which do not form part of the assets of the Corporation and such written disclosure (if any) shall form **Annexure "D"** hereto.

Exhibit A Contd

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12 RESERVATION OF NAMES/BRANDS BY THE PARTIES

THE Vendor and Purchaser both warrant and acknowledge that the trade and product names and the brand equity/value resident therein owned by the respective parties hereto, remains the property of the owning party of the trade names, patents and the product supply ecosystems that support the business undertakings of both parties hereto, it being expressly acknowledged and agreed by the parties hereto that save as herein set out and or provided, nothing in this Agreement shall be deemed or constitute the granting of any rights whatsoever by the one party to the other in respect of any names or brands.

AND IT IS FURTHER HEREBY AGREED AND DECLARED AND COVENANTED by and between the Vendor and Purchaser as follows:

13. ARBITRATION

ANY difference or dispute which may arise between the parties subsequent to the Advance Date and which difference or dispute touches any of the matters arising out of this Agreement shall be decided according to the decision of a single arbitrator or in case the parties cannot agree on the appointment of such arbitrator then by two (2) arbitrators one to be appointed by the Vendor and the other by the Purchaser and an umpire to be selected by the two (2) arbitrators and the reference of such dispute shall be submission to arbitration within the meaning of the relevant Arbitration Laws applying to this agreement within the State of Florida.

14. AGENTS COMMISSIONS

THE Purchasers acknowledge that the sale evidenced by this agreement has not been made through any Vendor appointed agent or agents but that any commissions or fees that may be payable by the Vendor in respect of this agreement are the sole responsibility of the Vendor.

15. NOTICES

ANY notices to be given in terms of this agreement by one party to the other shall be deemed as having been received five (5) working days after due dispatch of such notice by signature required express courier to the last known business address of the party to whom such notice is sent, notice of which shall be digitally notified to the Purchaser. The parties hereto have elected the following addresses for service of Notice under this agreement.

Exhibit A Contd

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VENDOR: 810 SE 10th Street, Fort Lauderdale FL 33316, USA.

PURCHASER : 1085 SE 17th St, Fort Lauderdale, FL 33316, USA. linda@exnet.cc

17. TERMINATION/BREACH

THIS agreement is irrevocable and shall not terminate in the event of non -closing or completion within the timeframe of any of the terms as provided for herein, the parties expressly agreeing that as a family company Management Buy Out agreement between family members to facilitate the retirement of the shareholder of the Vendor and spouse to undertake travel and residence abroad for extended periods of time, both parties hereto commit to the long term objectives of both parties to this agreement and to undertake and do all such acts as required to deliver on the objectives of the parties hereto.

18. ENTIRE AGREEMENT

THIS agreement, together with the annexed Annexures hereto shall constitute the entire agreement between the parties and any variation thereto must be agreed to by all the parties to such agreements and such agreement variations as may be agreed to must be reduced to writing and be duly executed by the parties thereto.

19. GOVERNING LAW

THIS agreement shall be governed by the laws of Florida, USA with the parties hereto submitting to the jurisdiction of the Courts of the State of Florida, USA.

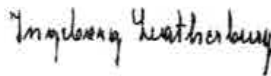
IN WITNESS WHEREOF these presents have been executed the day / date hereinbefore written.



SIGNED for and on behalf of
SANCTUM STAY INC
by the authorized director who
warrants their authority to so sign
in the presence of:



Witness signature.



Signed by **INGEBORG LEATHERBURY**

who has full legal authority to so sign
in the presence of.



Witness Signature.

Exhibit A Contd

DOC-MBO-SSI-GSR 0814
Management Share Buy-Out Agreement

Exhibit 1

GOOD SERVICE REALTY INC

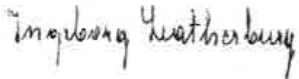
Resolution of the SHAREHOLDER of **GOOD SERVICE REALTY INC** passed pursuant to the authorizing provisions of the Constitution of the Corporation and dated this 29th day of August 2008.

RESOLVED:

**SANCTUM STAY INC
SHARE SALE:**

- That the SHAREHOLDER of the Corporation approve entering into an agreement with SANCTUM STAY INC for the sale of 100% of the issued and fully paid up ordinary capital Shares of the Corporation, i.e., 6,000 (Six thousand) shares for the sum of USD3,900,000.
- A copy of the agreement was tabled for approval.

That the Shareholder of the Corporation hereby approve and execute such agreement with the affixing of the signature of the shareholder as evidenced below.



SHAREHOLDER

Exhibit A Contd

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Exhibit 2

ANNEXURE SUMMARY

The following annexures form part of this agreement:

ANNEXURE "A"

The Financial statements of the Corporation as at March 31st 2008, used to support the filing of these annual financial statements with the US Internal Revenue Service.

ANNEXURE " B "

Summary of Lenders to the Corporation required to be paid by Vendor from the Advance proceeds on the Closing Date.

ANNEXURE "C"

Details of (1) all property titles, (2) all assets owned by and/or are the sole property of the Corporation and are included in / form an integral part of the sale.

ANNEXURE "D"

Details of any assets situated on the titled fixed properties owned by the Corporation which are NOT the property of third parties and do not form part of the sale.

Annexures follow

Exhibit A Contd

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ANNEXURE A
FINANCIAL STATEMENTS AS AT MARCH 31ST 2008

A copy of the external tax advisory / accounting firm prepared financial statements of the Corporation as at March 31st 2008 and the last three years tax returns of the Corporation filed with the Inland Revenue Service are to be provided by Vendor to Purchaser.

Exhibit A Contd

DOC-MBO-SSI-GSR 0814
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**ANNEXURE B
SUMMARY OF LENDERS TO THE COMPANY**

THIRD PARTY, NON TRADE BASED DEBT

Other than trade suppliers providing goods and services to the Corporation in the normal course of business and remain on ongoing debt of the Corporation on the Advance Date for payment in the normal course of business, the Corporation is not indebted to any non-related third parties to whom repayment is required to be made from as at the Advance Date.

SHAREHOLDER LOAN ACCOUNT DEBT

As disclosed in the Financial Statements of the Corporation dated March 31st 2008, as to the quantum thereof, the Corporation is not indebted to any director and/or shareholder of the Corporation.

SHAREHOLDER NAME

Ingeborg Leatherbury nee Gruneck, Brink

Exhibit A Contd

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**ANNEXURE C
 DETAILS OF PROPERTY DEEDS, TITLES**

The following are the unencumbered Properties owned the Corporation as at the day and date of this agreement.

GSR Property Holdings Summary – MBO Bank Line									
	Property Address	Tax Ref	Annual Rental	Tax Value (Assessed)	MBO Value	Debt	Property Tax	LVR	Credit Line
1	643 18th Avenue	5042-02-15-2820	15,600	549,970	548,000	0	10,180	70%	374,394
2	820 Ponce De Leon Dr	5042-11-18-1120	16,200	471,770	472,000	0	7,538	70%	348,759
3	824 Ponce De Leon Dr	5042-11-18-1121	14,400	451,900	451,000	0	7,155	70%	261,660
4	601 5Ct SE 307	5042-11-AB-260	9,000	158,100	160,000	0	2,730	70%	96,478
5	1642 14th St SE	5042-14-08-0440	16,200	709,370	709,000	0	13,309	70%	491,099
6	1248 Cordova Rd	5042-14-09-0080	0	736,540	735,000	0	15,289	70%	569,846
7	1204 13th Ter SE	5042-14-09-420	14,400	392,700	390,000	0	8,474	70%	310,802
8	Croissant Park	5042-15-10-2550	0	210,600	210,000	0	4,153	70%	154,791
9	1085 SE 17th St	5042-14-13-0036	18,000	196,539	225,000	0	4,652	70%	165,008
	SUB TOTAL		103,800	3,877,489	3,900,000	0	73,480		2,772,837
	PLUS								
5	Leatherbury titles	MBO Excluded	48,000	1,719,730	0	0	23,025		0
14	TOTALS		151,800	5,597,219	3,900,000		96,505		2,772,837

Exhibit A Contd

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**ANNEXURE D
VENDOR / THIRD PARTY ASSETS ON PURCHASED PROPERTIES**

The Vendor warrants that no assets located on or situate in, on or at the properties are the private property of the Vendors or any third party whatsoever.

EXHIBIT B

Summary of correspondence with the Personal Representative (“PR”) subsequent to Decedents passing regarding **(a)** the interest of Linda Brink through the Management Buy Out Agreement and **(b)** illustrating the lack of response by the PR of members of the law firm to Brinks interest in interalia (a) the ownership of the property owning company, Good Service Realty Inc, (the MBO subject), (b) wanting details of her mother’s death and other issues of interest to Brink as the sole child of Decedent.

Summary of Linda Brinks communication with the office of the PR			
	DATE	SUBJECT	PR RESPONSE
1	Thursday Oct 3 rd (NZ) Oct 2 nd (US)	Linda Brink phoned PR office at 6.17AM NZ time. There was no answer but at 6.18AM (NZ time), Bryan Haagenon (BJH) phoned me back on my US mobile in a call lasting 10 minutes, during which (a) Bryan remembered her (b) informed her that he: (1) Did not know her mother had died. (2) Did not know that her mother’s 3rd husband, Robert L’Episcopo had died in 2014. (3) Did not know that her mother had remarried in 2021. (4) Did not know if they had a Will / done a Will or not. During call Linda advised BJH that she would be sending a follow-up email advising: ❖ That GSR did not form part of her mother’s estate. ❖ That the USD3M loan portion of the GSR – MBO would be part of the estate.	H&H / BJH did not respond/reply to this first emailed outreach.

Exhibit B Contd

	DATE	SUBJECT	PR RESPONSE
2	Friday Oct 4 th 2024 2 emails forwarded	The first email sent attached the property portfolio reflecting the following: ❖ The 4 properties registered in her mother's name. ❖ The 9 properties in the name of her MBO owned company, GSR. ❖ The name of the GSR holding company, Sanctum Stay Realty Inc. ❖ That she was preparing a multimillion dollar claim against the estate.	H&H / BJH did not respond/reply to this email.
3	Friday Oct 4 th 2024 2 emails forwarded	This, the second email of Oct 4th was followed up by a further email that same day, advising BJH: ❖ Of the four websites that supported the "Invest in NZ Showcase" plan ❖ Of the "Showcase" business plan was 8 years in the making. ❖ Of her original booking to return in 03/'20 being cancelled due to Covid border closure. ❖ Of her return being possible only in May of '22 by which time her mother "had lost it". ❖ Of the fact that for circa two years, the office had no running water. ❖ Of the fact that since the Covid outbreak, her mother rarely came to the office. ❖ Of the fact that the office was an ongoing litany of operational chaos/disaster.	H&H / BJH did not respond/reply to this email.

Exhibit B Contd

	DATE	SUBJECT	PR RESPONSE
4	Sunday Oct 6 th 2024	Linda Brink forwarded a further email to BJH: ❖ Advising that she would be forwarding a “Briefing Paper” to H&H ❖ Attaching a short memo advising that Rita had referred her to H&H.	H&H / BJH did not respond/reply to this email.
5	Tuesday Oct 8 th 2024	Linda Brink forwarded a further email to BJH: ❖ Attaching the Briefing Paper she had captioned in her email to BJH of Oct 6th. Named “BP-1001: it (1) set out a one page synopsis re the MBO, (2) asked a number of questions pertinent to her mother’s passing, i.e. cause, place of death, the Will etc. ❖ Advising that she would phone him at 12.30PM (US time) Tuesday Oct 8th to discuss the content. Linda Brink used her US mobile (954-203-6233) to call BJH twice at the advised time but nobody in the H&H office answered either attempted call.	H&H / BJH did not respond/reply to this email.
6	Thursday Oct 10 th 2024	On Thursday. October 10th 2024, Linda Brink addressed a further email to BJH: ❖ Apologizing for misspelling his name as “Brian” not “Bryan”. ❖ Advising that she would be contacting the funeral home to talk to them about my mother. ❖ Attaching a letter of Authority for Bob Kelsey to undertake certain matters on her behalf as (1) the sole child of the Decedent, her mother (2) as president of Sanctum Stay Corp, holding company of GSR.	H&H / BJH did not respond/reply to this email.

Exhibit B Contd

	DATE	SUBJECT	PR RESPONSE
7	Friday Oct 11 th 2024	Linda Brink addressed a further email to BJH ❖ Attaching copy of letter she had addressed to the funeral home. ❖ Advising of her wish that her mother's ashes be scattered into the water at 1248 Cordova Rd. Linda's late father's US holiday home site.	H&H / BJH did not respond/reply to this email.
8	Friday Oct 11 th 2024	Linda Brink addressed a further email this day with letter attached to BJH drawing his attention to interalia: ❖ That her late mother's alleged "marriage" to the indigent facing 1st degree felony manslaughter charges was a sham. ❖ Reminding BJH of her note of Oct 4th where she advised him that she owned GSR under the 2008 MBO. ❖ That her mother should be sitting on circa USD600k in cash from the 2022 sale of one of the blocks registered in her name.	H&H / BJH did not respond/reply to this email.
9	Friday Oct 11 th 2024	Linda Brink addressed a further email to BJH together with an attachment as follows: ❖ A statement reflecting the fact that the estate would have negative equity of USD8,832,500 as a result of her creditor claim of USD15,932,000 for MBO breach / damages be sanctioned.	H&H / BJH did not respond/reply to this email / or the attachment content

Exhibit B Contd

	DATE	SUBJECT	PR RESPONSE
10	Friday Oct 11 th 2024	Linda Brink addressed a further email to BJH re the planned opening of the “Showcase” and providing a summation of how the Showcase would operate. ❖ The “Showcase” being the realty office owned by GSR at 1085 SE 17th Street.	H&H / BJH did not respond/reply to this email / or the attachment content.
11	Wednesday Oct 30 th 2024	Linda Brink received the following email / attachments from the Loving Scully law firm. <i>“Good morning,</i> <i>Please see the Petition for Administration and the Will attached. Thank you”.</i>	1st knowledge of existence of Will. 28 days after Brink advised Haagenson from NZ of her mother’s death
12	Wednesday Oct 30 th 2024	In response to this Loving Scully email, Linda Brink sent a further email to Roger Haagenson (RDH) the father of BJH of the H&H law firm stating interalia: ❖ That I believed there are material defects in the purported Will. ❖ That H&H law firm acknowledge receipt of the email/attachment.	H&H / RDH did not respond/reply to this email / or the attachment content.

EXHIBIT C

Family & offshore client US companies at 1085 SE 17 th Street under MBO		
	Entity Name	Entity Number
1	EZYSOFT INC	P07000097921
2	EXNET INC. (Note 1)	P07000102197
3	GLOBECHAT INC.	P07000103845
4	IMS HEALTH SOLUTIONS INC.	P08000028783
5	GLOBALQUEST1 CORPORATION	P08000072131
6	IPCAPITAL INC.	P06000157496
7	SANCTUM STAY INC. (MBO Company)	P07000014383
8	EZEHIRE FINANCIAL SERVICES INC.	P07000014392
10	GALACTIC SOLUTIONS INC	P08000026316
12	AGENCY-EZY CORP	P09000061985
13	EXNET INTERNATIONAL INC (Note 1)	P09000091084
14	EGO-X TRADING INC	P09000092841
15	EQUITY LICENSING HOLDINGS INC	P09000096428
16	MANAGEMENT RIGHTS INTERNATIONAL CORP	P10000034166

The companies listed above arose from many years of work in Asia and Australia building a client base with business models, scalable into the US market. All of these relationships and the capital invested in developing them was lost due to Decedent's breach of the irrevocable MBO agreement.

Compensatory Damages Sought USD15,000,000 – USD1,000,000 PA X 15 YEARS

There are three principal grounds, i.e.

- (1) **Loss of Sanctum Stay** branded, "key worker" lodging model, successfully developed in Australia (2004-2007) to be launched through "Sanctum Stay Inc" a new FL corporation registered for this project as part of relocating to FL
- (2) **Loss of Asian partner** owned companies in this list were clients with whom Brink family interests had partnered to enter the US marketplace, developed from relationships built during years living & working in SE Asia / Australia between 1991 and 2005, the year Brink returned to the US to join Decedent in the family realty business. This client pool / business partner pool was being prepared for US expansion with Brink family interests relocating to FL to commence operations for the group companies listed in the above-captioned table. Supported by many years of planning in anticipation of expansion into the US market.
- (3) This refers to **Note 1** above. Because of the financially deleterious impact of the MBO breaches by Decedent, Brink family interests lost over USD5M on this "complementary currency" derivatives project developed while resident in Kuala Lumpur (1996-2004) and planning to launch he online trading platform in the US.

EXHIBIT D

Filing # 209387866 E-Filed 10/23/2024 10:29:53 AM

**Last Will and Testament
of
INGEBORG LEATHERBURY**

I, INGEORG LEATHERBURY, being a resident of Broward County, Florida, over the age of eighteen (18) years and of sound mind and memory, do hereby make, publish and declare this to be my last Will and Testament, hereby revoking each and every former Will and Testament, of every kind and character, and in every part and portion, including codicils heretofore made and executed by me, wheresoever the same may be.

FIRST: I direct that all my just debts and funeral expenses shall be paid by my Personal Representative as soon as practicable after my death.

SECOND: I bequeath the following to my loving family and friends as follows:

- A) To my husband, Robert L'Episcopo I bequeath my property located at 810 SE 10th Street, Fort Lauderdale, FL 33316.
- B) To my step daughter, Portia Birkner properties located at 820 Ponce De Leon Drive, Fort Lauderdale, FL 33316 and 824 Ponce De Leon Drive, Fort Lauderdale, FL 33316. With the understanding that she is not allowed to sell properties to Samuel and Celeste Koster who reside at 828 Ponce De Leon Drive, Fort Lauderdale, FL 33316.
- C) To my friend, Debbie Cleaver the property located at Riverview South Condominiums Unit N^o's 201, 205 and 307.
- D) To my friend, Suzanne M. Langlois the property located

Page 1 of 6

Prepared By
Roger D. Haagenson, Esquire
1216 SE First Avenue
Fort Lauderdale, FL 33316
954-463-1331

Ingeborg Leatherbury

Exhibit D (Contd)

at 1204 SE 13th Terrace, Fort Lauderdale, FL 33316.

E) To Evangelisches Pfarramt A.B. Lutheran Church
located in Austria, Europe the sum of \$50,000.00.

THIRD: All the rest, residue and remainder of my property
including all Real Estate, stocks, C.D's, and checking account balances go
to THE HUMANE SOCIETY FOR ANIMALS, except \$100,000.00 to be
given to the individual who accepts the responsibility to care for the cat "Big
Red" and parakeet if they should survive me.

FOURTH: I have deliberately made no provision herein for the
benefit of my daughter, LINDA J. IVERSON and/or her family for reasons
of which she is aware.

FIFTH: I have deliberately made no provision herein for the
benefit of my husband's sons, for reasons of which they are aware.

SIXTH: I hereby nominate, constitute and appoint my attorney,
ROGER D. HAAGENSON who resides in Fort Lauderdale, Florida to be
Personal Representative of this, my Last Will and Testament, and provided
that should he predecease me, fail to qualify or cease to act for any reason,
then I nominate, constitute and appoint my friend, SANFORD B. NELSON,
who resides in Fort Lauderdale, Florida to act as my Personal Representative
of this, my Last Will and Testament. I hereby direct that my Personal
Representative shall be given all powers set forth in the Florida Statutes,
Section 733.608, as amended, and be permitted to qualify and act in any
jurisdiction without giving bond or other security and shall be held blameless
for their acts.

SEVENTH: I hereby give and grant unto my Personal Representative

Page 2 of 6

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Fort Lauderdale, FL 33316
954-463-1331

Ingoborg Heatherbury

Exhibit D (Contd)

full power and authority to continue any and all investments which may constitute a part of my estate, so long as he, in his sole judgement and discretion, may deem it to be for the best interest of my estate. I give my Personal Representative full power and authority to sell at public or private sale, and to grant, bargain, sell, transfer and convey, from time to time, all or any part or portion of the property, real, personal or mixed, of whatsoever kind and wheresoever situated, of which I may die seized or possessed, or in which I may be in any way entitled to have any interest whatsoever, or over which I may have any power of appointment or which at any time may constitute a part of my estate, either for cash or upon such terms of sale, with or without security, as to her/him shall deem best, and my personal representative shall have full power and authority to sell, lease, exchange, mortgage, loan, pledge or otherwise dispose of any of the property, real, personal or mixed, at any time belonging to or forming a part of my estate, and generally to manage, invest, reinvest and control same.

In respect to any security or investment at any time constituting part of my estate, my Personal Representative shall have the right to join in or become a party to any agreement or reorganization, readjustment, merger, consolidation or exchange, to deposit any such securities or investments therein, or to exercise rights to subscribe to new securities and to pay and charge the principal of my estate with any sums which may be required thereby; and to receive and hold any new securities issued as a result thereof, whether or not the same be authorized for investment of trust funds by the laws of the State of Florida or any other jurisdiction. My Personal Representative shall have the power to execute and deliver such proxies,

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Fort Lauderdale, FL 33316
954-463-1331

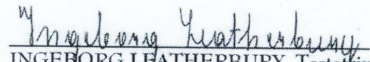
Roger D. Haagenson

Exhibit D (Contd)

powers of attorney, consents or other instruments effecting any of the securities at any time held by him as he, in his sole discretion may deem advisable, and shall have the power to exercise all privileges and voting rights and powers incident to or accruing out of any securities which may be held by my estate.

EIGHTH: All estate, inheritance, transfer, legacy, succession or other similar taxes and duties, and any interest and penalties thereon, payable on any property which is devised and bequeathed under the provisions of this, my Last Will and Testament, or any other property which may constitute a taxable part of my estate, whether or not passing under this Will, shall be paid out of the principal of my residuary estate. Whenever my Personal Representative is given a choice of dates as of which to value property for federal estate tax purposes, he may elect such dates as he, in his sole and uncontrolled discretion, may deem advisable regardless of the resulting effect on other provisions of my Will.

IN WITNESS WHEREOF, I sign this instrument as my Last Will and Testament, this 16th day of JUNE, 2018.


INGEBORG LEATHERBURY, Testatrix

Page 4 of 6

Prepared By
Roger D. Haagenon, Esquire
1216 SE First Avenue
Fort Lauderdale, FL 33316
954-463-1331

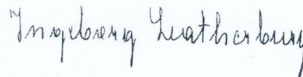
Exhibit D (Contd)

The foregoing instrument consisting of this and four (4) preceding typewritten pages and the self proof, was signed by INGEBORG LEATHERBURY, the above Testatrix, as and for her Last Will and Testament, before us, who, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses, on the day and year above set forth.

 Residing at Ft Lauderdale, FL

 Residing at Ft Lauderdale, FL

Page 5 of 6



Prepared By
Roger D. Haagenson, Esquire
1216 SE First Avenue
Fort Lauderdale, FL 33316
954-463-1331

Exhibit D (Contd)

SELF PROOF

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

We, Ingeborg Leatherbury, Toni Meacham and
Bryan Haagenen, the Testatrix and the witnesses, respectively,
whose names are signed to the attached or foregoing instrument, having been
sworn, declared to the undersigned officer that the Testator, in the presence
of witnesses, signed the instrument as her last will, that she signed, and that
each of the witnesses, in the presence of the Testator and in the presence of
each other, signed the will as witnesses.

Ingeborg Leatherbury
INGEBORG LEATHERBURY, Testatrix
Toni Meacham
Witness
Bryan Haagenen
Witness

Subscribed and sworn to before me by INGEORG
LEATHERBURY, the Testatrix who is personally known to me or who has
produced _____ as identification; by Toni Meacham
a witness who is personally known to me or who has produced
_____ as identification; Bryan Haagenen a witness
who is personally known to me or who has produced _____ as
identification, this 16 day of June 2010.

[Notary Seal and Stamp]



Lisa C. King
NOTARY PUBLIC - STATE OF FLORIDA

Page 6 of 6

Prepared By
Roger D. Haagenen, Esquire
1216 SE First Avenue
Fort Lauderdale, FL 33316
954-463-1331

EXHIBIT E

Self-Proof page copied from the alleged last Will and testament of Brink's mother (The Decedent)
Purported handwritten signature of Decedent. First name entered after "we"

SELF PROOF

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

We, Ingeborg Leatherbury, Toni Marcham and Bryan Haagenen, the Testatrix and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testator, in the presence of witnesses, signed the instrument as her last will, that she signed, and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the will as witnesses.

Ingeborg Leatherbury
INGEBORG LEATHERBURY, Testatrix

Toni Marcham
Witness

Bryan Haagenen
Witness

Subscribed and sworn to before me by INGEORG LEATHERBURY, the Testatrix who is personally known to me or who has produced _____ as identification; by Toni Marcham a witness who is personally known to me or who has produced _____ as identification; Bryan Haagenen a witness who is personally known to me or who has produced _____ as identification, this 16 day of June 2016.

[Notary Seal and Stamp]

 Lisa C. King
NOTARY PUBLIC - STATE OF FLORIDA

Page 6 of 6

Prepared By
Roger D. Haagenen, Esquire
1216 SE First Avenue
Fort Lauderdale, FL 33316
954-463-1331

EXHIBIT F

Copies of Bank Of America cheques showing the true (a) handwriting (b) signature of the Decedent for comparative reference purposes.

The image displays two Bank of America checks issued by Good Service Realty, Inc. The checks are dated June 10, 2021, and June 21, 2021. Both checks are payable to Good Service Realty, Inc. and are signed by Ingeborg L. Episcopo. The first check is for \$1,117.00 and the second is for \$370.00. Both checks include the MICR line at the bottom: ⑈010689⑈ ⑆063000047⑆ 003443674838⑈.

Check 1 (Top):

- Payor: GOOD SERVICE REALTY, INC. 1085 S.E. 17TH STREET, FORT LAUDERDALE, FL 33316-2116, PH. 954-761-3300
- Check Number: 10689
- Date: June 10, 2021
- Pay to the order of: Good Service Realty, Inc.
- Amount: \$1,117.00
- Written amount: One thousand one hundred seventeen & No/100 DOLLARS
- Signature: Ingeborg L. Episcopo
- Location: Leatherbury

Check 2 (Bottom):

- Payor: GOOD SERVICE REALTY, INC. 1085 S.E. 17TH STREET, FORT LAUDERDALE, FL 33316-2116, PH. 954-761-3300
- Check Number: 10691
- Date: 6/21/21
- Pay to the order of: Good Service Realty, Inc.
- Amount: \$370.00
- Written amount: Three hundred seventy & No/100's DOLLARS
- Signature: Ingeborg L. Episcopo
- Location: Leatherbury

EXHIBIT G

Copy of unsigned Will found in a paper bag beside the body of Decedents 2nd husband who took the Will with him to a motel room on July 22nc 1982 and then attempted to commit suicide. He died 25 days later in Plantation, FL hospital. The shaky writing being attributable to advanced stage Parkinsons Disease.

WILL
LONG FORM

RAMCO FORM 454

In the Name of God. Amen

I, George Porter (PORT) LEATHERBURY, a citizen and resident of
BROWARD County, State of FLORIDA, being of sound and
disposing mind and memory, do hereby make, publish and declare this to be my last

Will and Testament

hereby revoking any and all prior wills, codicils and testamentary dispositions.

FIRST: I give, bequeath and devise

ANY + ALL Real Estate including any
and all INTEREST that she may have in
Real & personal Property in Broward County.

Exhibit G (Contd)

Page 2 of the unsigned Will.

I hereby make, constitute and appoint INGA (INGEBORG) LEATHERBURY
as executrix of this my last Will and Testament.
and direct to pay all of my lawful debts, if any, and the funeral and burial expenses. PAID BY US
IN WITNESS WHEREOF, I hereunto subscribe my name and affix my seal the day of 11
....., A. D. 19....., in the presence of attesting witnesses. (P23346)

..... (SEAL)

The foregoing instrument, part being printed and the residue written, was subscribed, sealed, published
and declared by as and for last Will
and Testament, in our presence and in the presence of each of us, and we, at the same time, at
request, in presence and in the presence of each other, hereunto subscribe our names and addresses
as attesting witnesses, this day of, A. D. 19.....

..... Witness	 Residence
..... Witness	 Residence
..... Witness	 Residence

EXHIBIT H

Police report recording attempted suicide of Decedents 2nd husband reflecting fact that a "Will" was found in a paper-bag beside the body.

HACIENDA VILLAGE POLICE DEPARTMENT BROWARD COUNTY, FLORIDA				PROPERTY RECEIPT	
78. ☐ PROPERTY OF DECEASED ☐ TRIAL ☐ FOUND PROPERTY ☐ LABORATORY ☒ STOLEN -RECOVERED (ATTACH MEMO) <u>Safekeeping</u>					
2. CASE NO. <u>82-07-0292</u>		79. DATE - TIME RECEIVED <u>07/23/82-1425</u>		INVESTIGATING DIVISION <u>PATROL</u>	
77. ADDRESS WHERE PROPERTY IMPOUNDED (GIVE EXACT LOCATION WHERE FOUND) <u>4300 SR 84 Rm 407</u>				76. TYPE OF CASE <u>Attempt. Suicide</u>	
16. FOUND BY <u>Sgt Nachman</u>		ADDRESS <u>HUPD</u>		PHONE NO.	
31. SUSPECT(S) (GIVE FULL NAME, D.O.B.) <u>N/A</u>		ADDRESS		PHONE NO.	
14. VICTIM <u>George Porter Leathersburg</u>		ADDRESS <u>810 SE 10 ST. FT. Laud.</u>		PHONE NO. <u>463-2071</u>	
49. OWNER'S NAME <u>Same as victim</u>		ADDRESS		ZIP CODE <u>33106</u>	
PHONE NO.					
80. ITEM NO.	81. QUANTITY	82. DESCRIPTION			
<u>1</u>	<u>\$409</u>	<u>U.S. Currency</u>			
<u>2</u>	<u>1</u>	<u>Wallet with D/L</u>			
<u>3</u>	<u>1</u>	<u>Brown envelope w/misc. papers</u>			
<u>4</u>	<u>1</u>	<u>Brown Folder w/misc. papers</u>			
<u>5</u>	<u>1</u>	<u>Paper bag containing handwritten "Will"</u>			
<u>6</u>	<u>1</u>	<u>Green canvas "Tote bag"</u>			
<u>7</u>	<u>1</u>	<u>Pistol "Carrying case" (Guns)</u> <u>NOT RETURNED.</u>			
<u>8</u>	<u>1</u>	<u>Keyring w/4 Keys</u> <u>FW</u>			
83. I hereby acknowledge that the above list represents all property taken from my possession and that I have received a copy of this receipt. SIGNATURE (X) _____			20. I hereby acknowledge that the above list represents all property impounded by me in the official performance of my duty as a police officer. I.D. NO. <u>7903</u> UNIT NO. <u>2301</u> DIV. <u>PATROL</u> IMPOUNDING OFFICER SIGN <u>Fred L. Nachman</u> PRINT <u>FRED L. Nachman</u>		
84. RECEIVED BY <u>Ingberg Leathersburg</u>			REASON <u>Return to owner</u>		
RECEIVED BY			DATE AND TIME RECEIVED <u>07/23/82 - 1018</u>		
RECEIVED BY			DATE AND TIME RECEIVED		
RECEIVED BY			DATE AND TIME RECEIVED		
RECEIVED BY			DATE AND TIME RECEIVED		
RECEIVED BY			DATE AND TIME RECEIVED		
85. FINAL DISPOSITION <u>Returned to owner's wife</u>			AUTHORITY <u>F. Nachman</u> DATE AND TIME OF DISPOSITION <u>07/23/82 - 1018</u>		
BSO PROPERTY DIVISION USE ONLY					
RECEIPT NO. BIN NO. PAGES (IF APPLICABLE) BSO CASE NO.					
PAGE OF PAGES					

HVPD 10/80

EXHIBIT I

Copy of article extracted from UPI (United Press International) which picked up the story of Decedent attempting to sue Plantation Hospital for trying to keep her 2nd husband alive after he attempted to commit suicide.

UPI ARCHIVES

JUNE 26, 1983

Widow says husband should have been allowed to die

f

X



Audio Coming Soon





Bestselling book summaries in 15-minute text or audio segments. Enjoy Listening!



PLANTATION, Fla. -- The widow of a man who was kept alive in a hospital for 25 days after trying to commit suicide says he should have been allowed to die and is charging that the hospital kept him alive 'to run up the bill.'

'He wanted to die and I wanted him to die,' Inga Leatherbury said of her late husband, George. 'He was in agony. But the hospital fought me at every stop. It was a nightmare.'

EXHIBIT J

Copy Brink final outreach letter to Personal Representative.



The image shows a large billboard for "NZ SHOWCASE USA INC." with the tagline "INC IN FLORIDA USA". To the left of the billboard is a building with a sign that says "INVEST IN NEW ZEALAND". To the right is a portrait of Linda Brink, labeled "Linda Brink Showcase Director".

NZ Support office: 10 Fairway Drive, Kerikeri 0230, Aotearoa/NZ
US Showcase: 1085 SE 17th St, Ft Lauderdale, FL 33316
US Registered office: 2929 E Commercial Blvd, Suite 409, Ft Lauderdale, FL 33308
NZ Support Office +64-9-945-6927 (US Mob) +1-954-203 6233 linda@sanctumstay.us <https://sanctumstay.com>

HIGHLY CONFIDENTIAL

MEMO TO: Roger D Haagenson – Attorney – Personal Representative of my late mother.
The late Ingeborg Grunec, nee Brink, Leatherbury, L'Episcopo

FROM: Linda Brink – President – US Resident Director - NZ Showcase USA Inc

DATE: Friday, November 22nd 2024 (NZ).

SUBJECT: Showcase operations – 1085 SE 17th St, Ft Lauderdale, FL 33316

Kia Ora Roger

Well this is indeed a vastly changed set of circumstances under which we “meet” again after first connecting with you / your firm / Bryan 17 years ago.

- Back to a time when I worked alongside my mother in Good Service Realty Inc, (2006-2010) when I personally provided realty based services to you / Bryan.
- I remember your **biggest complaint** about my mother when I was taking the mandate from you on behalf of GSR in circa 2007 to let one of your properties, was your telling me that she **“could never make up her mind on anything or anyone”**.
- I also remember you telling me when I was taking the rental mandate, that you had proffered her two pieces of advice:
 - **Sell the non-income producing properties.** (A contributing factor to the “feud”).
 - **Make out a will.** (The story that followed of course, created the current injustice).

Thus, against this background of your advice to my mother and with her passing, it is appropriate that as you are now my late mothers “Personal Representative”, whom I must now, put in her place for discussion purposes, I need to take this “indecision” issue that you noted back then, (which has afflicted her throughout life), many steps further with you.

THE “WILL”

It would appear that, (1) after procrastination etc, she signed a will you originally prepared in 2010 / 11?, filing same with the Probate Court in 2024, (2) history proves that she never took your advice, (or my demand) to “sell the non-income producing properties”. A major cause of the family feud that followed. A “Will” that as my mother’s personal attorney, must at the very least have “raised your eyebrows” at the content, knowing of the years long personal and commercial relationship I had with my mother at that time through working with her.

Strictly confidential to the addressee only. Copyright reserved, Sanctum Stay Realty Inc ©

Exhibit J (Contd)



THE "WILL"

By now, through my outreach to you since my mother died, you are aware that there was a family feud and that me and my immediate family are creditors. The feud dating back to 09/16/08. The event of that day, leading directly to the will you prepared circa 2-3 years later.

MALICIOUSLY FLAWED WITH INTENT

A malicious will prepared in a fit of rage, notwithstanding that the flawed will breached our family's MBO by purporting to "bequeath" assets that had already been committed / locked up for assignment to my interests under the MBO.

CREDITOR CLAIMS

This and other breaches leading to the multimillion dollar creditor claims that me and my immediate family will be filing in the Probate Court within the three month filing period allowed at law.

IT TOOK A YEAR?

I note the date on the will was originally entered as being made in 2010 but changed by hand to 2011, presumably upon signing.

If the will was originally prepared in 2010, at that time, our family feud over the Management Buy Out and the fights we used to have over my late fathers two properties and a host of operational and financial nightmares my mother created between 09/16/08 and 04/10/10 saw me / my family relocate to San Jose to escape the personal, emotional and financial stress she subjected me and my family to.

Much of it attributable to her anger over being confronted (a) about Port's will, (b) her financial mismanagement of the property portfolio/firm and (c) what she did to steal Good Service Realty from me in 1981-82 was palpable and enduring. Evidenced by my mother's infamous "I wanted him to die" statement of 1983 that illustrated the extent and depth of the family feud and her obsession to steal by any means, what was not hers.

In 2011, at the time the current will was purportedly, eventually signed, the feud was no closer to resolution due to my mother's hereditary inability / refusal to reason or remedy her breaches of our various family arrangements made, dating back to 2004 through 2010 and in 2019-22.

REPROACHMENT

As these details will be covered in greater depth at a later date, I won't go into detail at this time, but back in November of 2019, mother and I reached agreement over the future use of the office at 1085 SE 17th Street. Covid frustrated this and the personal relationship healing it would have facilitated.

GOING CONCERN PROTECTION

Pending me/my family's claims being filed and resolved through due process, it is critical for Bob and myself to be restored to an income earning position by reopening the office at 1085 SE 17th St.

Exhibit J (Contd)



SHOWCASE SETUP

During a period of progressive reproachment that started in 2016, back in 11/19, my mother agreed with me that 1085 SE17th St serve as a "rent paying" "Showcase" for my "Tribal" branded, NZ tea tree oil healthcare products when I came home.

- (1) The pandemic of 02/20 disrupted that.
- (2) In May 2022, I returned to continue unfinished business with my mother. This including my reassuming day to day management of the realty firms marketing ops.
- (3) Mother's poor health post covid, failing memory and third party machinations disrupted the process.
- (4) However, Bob Kelsey, an agent registered with the firm, continued on engaging with my mother as the intermediary with mother re use of the office as a "Showcase" of NZ realty based assets / businesses on an agreed marketing fee split basis.
- (5) I am now close to a soft launch of the Showcase with over NZD30M of NZ investor-visa approved assets available for "listing" in the Showcase.
- (6) The continuing closure of the office at 1085 SE 17th St only serves to erode any value attaching to the trading operations and frustrate my US business launch.
- (7) Lack of access for my "Showcase" purposes will only serve to add to the damages I have suffered due to my late mothers impropriety.

There is absolutely "no skin" off anyone's nose by allowing Bob to reopen 1085 SE 17th St as a "Showcase" pending the outcome of the legal matters that will shortly envelope my late mother's estate as I seek Court sanctioned order passing ownership to my interests as contractually set forth on Friday, August 29th, 2008.

- ✓ **Against this background, please give Bob a key to the office.**
- ✓ **Let's keep moving forward in a spirit of equitable forbearance to an arrangement my late mother had agreed to with Bob, including the marketing fee split as agreed to by mother before her departure from us.**
- ✓ **Such action by you as my late mothers personal representative, helping mitigate any further monetary / reputational damage or loss to her agents or blood family.**

Exhibit J (Contd)



REOPENING 1085 SE 17TH ST AS MY US SHOWCASE

<https://nZRural.farm/showcase>

Against these complex family relationship issues that go back to 1981, I would ask that you please work with me as the only child of the woman you now represent in probate.

I ask this in an attempt to limit any further damage to parties reliant on / associated with the business and premises at 1085 SE 17th St which were too hastily closed when one takes into account the fact that **Bob had opened, run and closed the business every day since covid impacted my mother in 2020.** The start of her downward mental and physical health spiral that created the disastrous current day situation.

Thus I hereby request that you recognize that as my mother's only child who has advised you of serious / material family issues between me and my late mother, you grant forbearance to the two obviously interested / commercially impacted parties, i.e. **(1) Bob Kelsey/ors (2) me / my family** to proceed with a business long ago consented to until such time as these issues are resolved through the Probate / Civil Court process.

SOFT LAUNCH

Allow Bob to continue to operate from the premises, notwithstanding that he must repark his license as the GSR license expires 11/30/24.

Through my Florida showcase company, I have a stock of 31 **NZ investor-visa approved** investments ready to be marketed out of 1085 to our targeted demographic.

I also have our own family's NZ tea tree oil production project with its USD5M project value ready to go up in the window.

STEP ONE

Get the first batch of posters up.



STEP TWO

Claims resolved, "Full launch"

EXHIBIT K

Briefing Paper sent to Bryan Haagenon, partner in the law firm of Haagenon & Haagenon



BRIEFING PAPER

BP-1001

PROBATE RESOLUTION PROCESS "PRP"

In the matter of the claim of Linda Brink as Plaintiff #1 against the estate of the late Ingeborg "Inga" Gruneck nee Brink / Leatherbury / L'Episcopo as Defendant #1.



Linda and Inga "Brink" – mother & daughter
Robert L'Episcopo birthday party 09/30/07

Linda Brink

Director, Sanctum Stay Realty Inc

Exhibit K (contd)



Briefing Paper BP-1001
"Probate Resolution Process"



CLAIM SYNOPSIS

- WHEREAS:** Plaintiff #1 ("Brink") is the daughter and only child of Defendant #1 ("Leatherbury"), daughter of Dirk Brink ("Dirk") her father who married Leatherbury by proxy wedding in the Dutch East Indies (Indonesia) in 1949.
- WHEREAS:** Due to her Asperges Syndrome (autism) traits and disturbing truths that emerged about Leatherbury's background in Nazi dominated Austria during the 30's and 40's, Brinks father, "Dirk Brink" (Dirk) divorced Leatherbury. Despite Leatherbury's 2nd husband "Port" wanting to adopt Brink, (*over Leatherbury protestation*), Dirk secured custody of Brink who moved with Dirk, (her father), to Hong Kong where Dirk become a successful gold and bullion banker/dealer.
- WHEREAS:** Over the years Brink maintained ongoing communication with Leatherbury /Port including trips to Ft Lauderdale in 1969 and again in 1982 when sadly, Port was in the early stages of Parkinsons disease. Promising to "look after" Brink should he pass, Port committed suicide later that year with Leatherbury reported in the press as saying, "she wanted him dead".
- WHEREAS:** While living in Malaysia (1996-2004) at the request of Leatherbury, in mid-2000, Brink and Iverson made a substantial retirement fund investment into GSR.
- WHEREAS:** In mid-2005, Plaintiff #1 (Brink) was invited by her mother, Defendant #1 (Leatherbury) to return to the US from Australia to join with her in the operations of Good Service Realty Inc, ("GSR") a FL State licensed realty firm, incorporated in 1980 as the property asset holding & management company of Port Leatherbury, the 2nd husband of Leatherbury.
- WHEREAS:** In January of 2006, Brink returned to the US and enjoined with Leatherbury working from the Company's realty office at 1085 SE 17th Street, Ft Lauderdale.
- WHEREAS:** In February 2007, Brink incorporated Sanctum Stay Inc (Sanctum) as the vehicle through which Brink and her partner ("Iverson") would purchase GSR from Leatherbury once Brink qualified as a licensed real estate broker, having the legal right to direct the realty firms operations. Brink qualified in 2008, working in GSR as an Associate Broker in the firm, ready for takeover of operations.
- WHEREAS:** This step enabled Iverson to relocate to Ft Lauderdale in August of 2008 bringing with him a growing number of Australia and SE Asian clients whose US launch office base was at the offices of GSR as arranged by Brink with Leatherbury.
- WHEREAS:** Through Sanctum Stay Inc, Brink and Leatherbury signed an agreement on Friday, August 29th 2008, for the sale and purchase of GSR for USD3,900,000 with Leatherbury to resign as director and take a long sabbatical in Italy.
- WHEREAS:** On Monday, September 15th 2008, Lehman Bros collapsed heralding the launch of the global financial crisis.
- WHEREAS:** On Tuesday September 16th, 2008, Leatherbury came into the GSR office saying that the agreement was "off", telling Iverson to get out of the office under threat of having the Police evict him. Brink/Iverson relocated to San Jose in April 2010, relocating to NZ in 2016 to launch a new business venture.
- WHEREAS:** In 2019, Brink / Leatherbury agreed to meet in FL to discuss their relationship. Brink booked to return to FL in March 2020 but Covid border controls delayed Brinks return to the US until May of 2022 by which time, Leatherbury's deteriorating mental condition prevented a physical reconnection to discuss their relationship. Marred by disturbing revelations re a 74 year old, Hungarian indigent facing 1st degree felony manslaughter, hugging up to her 91 year old mother, Brink prepared multiple claims for damages against Leatherbury.

Exhibit K (contd)

This page sets out a number of personal issues that Brink wanted to know about in relation to her mothers death. No reply was ever sent in response to these relevant questions that are typically asked when a family member passes.



Briefing Paper BP-1001
"Probate Resolution Process"



BP-1001

PERSONAL ISSUES

Arising from a chat Brink had with Brian Haagenon on Tuesday October 1st, (NZ time), a FL attorney at law whom Brink understood from such chat, that **(1)** Haagenon **drew up** Leatherbury's will **(2)** has **filed the will** into the jurisdictionally appropriate Court to commence the probate process, **(3)** was Leatherbury's **personal representative**.

QUESTIONS

TABLE 1

Subject #	Subject	Status/feedback/comments
1	When / where did my mother die?	
2	Who was present when she died?	
3	What was the cause of death?	
4	Where is her body? <i>(the daughter of the 74 year old Hungarian indigent has yet to answer this question I put to her via email).</i>	
5	Who is directing the funeral arrangements?	
6	I was informed that a will was signed.	
7	On what date was the will signed and where?	
8	I am informed that the will is not yet posted in the Court. How come?	
9	Who is the "executor" of the will?	
10	Who is the "beneficiary" named in the will?	

END BP-1001

EXHIBIT L

Brink Eulogy to her deceased mother read on her behalf at the ashes spreading service.

Eulogy of Linda Brink November 22nd 2024

To be read at the memorial service to my late mother, Ingeborg Gruneck, nee Brink,
Leatherbury, L'Episcopo.

Mom, our mother / daughter relationship on the good Lord's earth was not supposed to end this way.

Physically, mentally and emotionally, worlds apart as you once again "gave me away", albeit for the last time in this world.

But then at the tender age of seven, you gave me, my first glimpse of your emotional scarring when you "gave me away" to my dad because you said, "I cried too much".

Sorry mom, but you know full well that as a young child, I had lots of reasons to cry in the leadup to you and my dad divorcing you. A woman he later described to me as "crazy".

For me, a sad event precipitated by your furtive objectives behind your Austrian bank arranged, proxy marriage to my dad. Objectives that drove the divorce and saw me depart the US with my dad for Hongkong while still only at primary school. An action that deepened the distance between us physically and emotionally, depriving me of having the opportunity to grow up in a nuclear family environment that all children deserve.

An opportunity also denied to you as a result of your Austrian born, Dr Hans Asperger having identified your ASD traits during the pre-war years. Depriving you of that caring family environment from the age of 5 when you were forcibly imbued into what was an evil empire. Sadly, not one of your choosing but one chosen for you because of your station in life. i.e., chosen for you as an ASD inflicted child. Now hereditarily passed on to your granddaughter who you promised to always care for.

Mom, I know and understand how ASD has impacted you throughout your entire life, From your execution of your pre-arranged, proxy marriage to my dad to that shocking action you took against your own family on September 16th 2008 and subsequent confrontations.

Mom, it was a horrid day. It obliterated the renewed relationship we started to develop back in 2005 when you invited me to come home and join you in the real estate firm so that you and Robert could take that sabbatical to Robert's "old country" you both yearned for.

For me as your daughter, these four short years we worked together were healing the emotional loss of more than 40 years of physical separation as mother and child.

But mom, your actions of 09/08 led to another great gap in our being together. You know that your actions saw my forced relocation to Silicon Valley in 2010 before moving to NZ in 2016 on a project that you gave me your "blessing" for.

Exhibit L (Contd)

Yes mom, I enjoyed at least keeping in touch via our infrequent phone calls and greeting cards when I moved to NZ. However small, these personal exchanges kept my heart open in the belief that we would one day join together in the business and restart the journey that we failed to complete so many years previously.

Mom, I was excited when in November of 2019 you and I appeared to be entering into a period of reproachment with us agreeing to use of the office as a showcase for the NZ tea tree oil, infection control products that I wanted to export from NZ to America for distribution. I saw us getting together again in a way similar to that when we started way back in 2006. For me, it was a great feeling. Sadly, for a far too short timeframe.

Mom, none of us saw the pandemic coming. You will remember how my agreed March 2020 return date was blocked by the closure of NZ's borders, I know that month after month of that closure, you would have seen that I tried to connect with you following the onset of Covid. But to no avail.

Mom, during the Covid years I started to hear about events / actions involving you that caused me great concern. These leading to my return in May of 2022 when NZ opened its border to outbound US travel once more. I had everything ready to go through with you as discussed back in 2019. Sadly those 27 lost months saw the wheels come off our last attempt to become family again.

Mom, this is not the time or place to recap that attempt to rejoin as a mother and daughter unit, working together once more. All I belatedly know now, is that my May 2022 trip was the last opportunity I had to see you and speak with you before you died. All we shared during that visit to your home was a very distressing conversation through your closed front door when you denied to the Police that you had a daughter or knew me.

Mom, these depressing words now live in my memory of you. Bringing a feeling of great emptiness that I cannot be here today to share in your departure from this world.

The one you brought me into as my mother.

In closing, I wish you peace in heaven until we meet once more and perhaps, next time we will bond in a way that I always craved as your daughter.

In the same way that every child would want.

May God bless and care for you until we meet again and start a new journey together.

Until then. Goodbye mom. I love you.