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Deborah Chames v. Henry DeMayo

SC06-1671 | SC06-2187

NEXT CASE ON OUR CALENDAR THIS MORNING IS CHAI. MES VERSUS DEMY IF PRONOUNCES\$!!!!!!ING THAT CORRECTLY MR. LEVY RED TO PROCESS.

MR. CHIEF JUSTICE JUSTICES WAS THE SUPREME COURT MAYOR IT PLEASE THE COURT I HAVE THE PRIVILEGE OF REPRESENTING THE LAW FIRM HERL AND JAMES AND MRS. CHAMES APPEAL BASED ON QUESTION OF INTEGRATE PUBLIC IMPORTANCE FROM THE DISTRICT COURT OF APPEAL THIRD DISTRICT THE ISSUE AS SET FORTH BY THE CONCURRING OPINION WHICH IS THE ISSUE THAT WAS CERTIFIED, CONTENTS, CONCERNS WHETHER THERE CAN BE VALID WAIVER A KNOWING INVOLVE INTELLIGENT WAIVER OF -- OF THE, HOMESTEAD EXEMPTION AGAINST FOR. HE IS THIS -- REALLY SOME HOT AND CRAZY AND GREAT ISSUE PENDING ALL OVER FLORIDA AS TO -- FOLKS WAVE!!\$!!!!!! WAVING HOMESTEAD RIGHTS

I DON'T THINK THAT THE -- THE PARADE OF THE HORMONES!!\$!!!!!!!!!!!!!!!!!!!!ARE AREP ARE HORPGSO HORRIBLES SEEM PREVALENT IN RESPONDENT\$\$'S BRIEF WAS A BE TREAT CORNER WE ARE TALKING ABOUT.

THE QUESTION IS IS THAT IS BURNING ISSUE TO BE ABLE TO WHO HE TO ANSWER. SOMETHING WE SHOULD BE ANSWERING.

THIS -- WE WORKED ON THIS CASE, THIS ISSUE, A COUPLE OF YEARS AGO IT SEEMS TO ME SOME OF THE CREDITOR CASES, WE SET FORTH VERY PRETTY CLEARLY, WHAT THE ACCEPTINGS!!\$!!!!!!!!!!!!!!!!!!!!!! ACCEPTINGSSES WOULD BE EXCEPTIONS WOULD BE.

I THINK THIS CASE IS DIFFERENT YES QUITE IMPORTANT NOW THAT I FOLLOW YOUR \$\$HONOR'S QUESTION BECAUSE THIS CASE IS TO BE DISTINGUISHED FROM EVERY ONE OF THOSE CASES WHETHER IT BE HABACO, ANY OF THOSE LINE OF CASES BECAUSE THIS IS THE FIRST CASE TO COME ALONG WHERE THERE HAS BEEN, A VOLITIONAL ACT OF WAIVER NOT CONDUCT WHICH RESULTED IN FORFEITURE CRITICALLY CONDUCT FROM WHICH THE STATE TRIED TO GET FORFEITURE WHETHER THE RICO CASE OR WHETHER IT WAS THE CONTRABAND --

I'M GOING TO HAVE TO SAY SOMETHING AT THIS JUNCTURE, WHICH IS -- JUNCTURE, TO ME, MOST RESPECTFULLY, I'M RATHER SHOCKED IT IS COMING TO US IN THE FORM OF AN ATTORNEY WHO IS ASKING A CLIENT IN A DISSOLUTION OF MARRIAGE CASE WHERE WE KNOW THAT MANY TIMES, AS CLIENTS ARE DESPERATE TO WAVE HOMESTEAD RIGHT SO THE ATTORNEY CAN CHARGING LIEN FORGET WHETHER AN ISSUE EVEN IF VALID MAY MONTH NOT ENBE A VALID CHARGING LIEN IF WE WERE TO ALLOW THIS, AND RECEDE FROM 130 YEARS OF PRECEDENT, I -- IS THERE ANYTHING STOPPING IN EVERY CREDIT, JUDGE WELLS POINTED OUT IN DISSENT WERE ORIGINAL ORIGINAL DISCONSENT FROM EVERY CREDIT CONSUMER TRANSACTION WAIVERERS IN ALL SORTS OF CONTRACTS?

WOULD I LIKE TO RESPOND TO YOUR QUESTION DIRECTLY BUT WOULD I LIKE TO START WITH THE PREDICATE THAT YOU LAID, BECAUSE I DISAGREE WITH SOME OF THE THINGS, IT IS NOT AN UNCOMMONING UNCOMMON PRACTICE IN DEVORE CASE FOR A MORTGAGE RECEIVED BY ATTORNEY AS POINTED OUT IN REPLY BRIEF, THE PRACTICE HERE, IN WHAT OCCURRED IN THIS CASE SLIGHTLYLY DIFFERENT THE RESULT WAS INTENDED TO BE THE SAME A COMMON MEANS TO SECURING A \$\$ DIVORCE'S ATTORNEY'S FEE THERE WE MORTGAGES GIVEN.

IF WE DISCHARGED JURISDICTION THE ATTORNEY THEN WOULD DO WHAT COMMONLY DOING OBJECT TAIRN MORTGAGES.

THAT WOULD BE OBTAIN MORTGAGES? IF WE CEDE FROM 120 YEARS PRECEDENT HOW DO WE SAY ATTORNEYS GET THIS SPECIAL PROTECTION, BUT, CONSUMER -- YOU KNOW, IN A CONSUMER TRANSACT!!\$!!!!!!!!!!!!!!!!!!!!!! TRANSACTION, THAT CAN'T HAVE WAIVERS WOULD BHE THERE BE DISTINCTION BETWEEN TYPE OF TRANSACT!!\$!!!!!!!!!!!!!!!!!!!!!! TRANSACTION?

DO I NOT AGREE THAT I AM ASKING THIS COURT TO RECEDE FROM 1123 YEARS OF 123 YEARS OF PRECEDENT I UNDER THE THE CARTER CASE THIS \$COURT'S SHERBLE DECISION BUT I WOULD LIKE TO POINT OUT TO YOUR HONOR AND TO THE COURT THAT IN BOTH OF THOSE CASES, THE VERY ISSUE THAT WAS RAISED IN THIS CASE IS NOT PRE.

ALL I'M ASKING YOU IS IF WE WERE TO -- HOLD IN YOUR FAVOR!!\$\$!!!!!!! FAVOR, RED AND CEDE, AND RECEDE A RULE OF LAW IT WOULD BE A VOLUNTARY WAIVER IS PERMISSIBLE OF THE HOMESTEAD AND IT WOULDN'T MATTER WHAT TYPE OF TRANSACT!!\$\$!!!!!!! TRANSACTION IT WAS THAT THE HORRIB LES JUDGE WELLS TALK ABOUT BE THERE OR ARE YOU PROPOSING SOMETHING NARROW THAT WOULD BE PROTECTION FOR ATTORNEYS NOT ANY OTHER CLASS OF - - INDIVIDUAL.

WELL, I DON'T NECESSARILY RATIONALIZE SOLELY TO ATTORNEYS ONE OF THE AMICIE IN THEIR BRIEF WAS THAT IF YOUR HONORS WERE INCLINED TO ACCEPT OUR ARGUMENT, THAT THERE WERE CIRCUMSTANCES BY WHICH COULD YOU FASHION RULES ON A KNOWING WAIVER YOUR HONORS HAVE DONE THAT WITH REGARD TO THE CASE INVOLVING THE -- THE CAP ON ATTORNEYS' FEES HAVE SET FORTH SPECIFIC PROCEDURES TO ESTABLISH A KNOWING WAIVER, I GET AND I'M SURE WE ALL GET SOLICITED EVERY DAY FOR CREDIT CARDS. BOILERPLATE LANGUAGE AND I THINK THAT IS WHAT JUDGE WELLS BELOW WAS CONCERNED ABOUT, BUT THAT IS NOT WHOA WE ARE TALKING ABOUT IN THIS CASE, AND THAT IS NOT THE POSITIONING -- HOW DO YOU NARROW IT THOUGH? IF WE IN FACT ALLOW AN ATTORNEY TO DO THIS, HOW CAN WE STOP YOU KNOW, ANY OTHER PERSON, WHO DOES THE -- CONSUMER MIGHT BE, A CREDITOR TO FROM PUTTING THIS KIND OF WAIVER IN THEIR STANDARD CONTRACT, AND WHETHER WE LIKE IT NOT, WE KNOW THAT THE AVERAGE CONSUMER IS NOT EVEN READ ALL THE FINE PRINT, IN THESE -- CONSUMER CONTRACTS.

I WANT TO BE CLEAR, THAT I AGREE WITH WHAT YOU JUST SAID, BUT AND THAT IS NOT THE POSITION THAT THIS LAW FIRM IS ADVOCATE\$!!!!!!ING BEFORE THIS COURT THIS COURT MUST LOOK AT SPECIFIC FACTS THAT OCCURRED IN THIS CASE.

WAIT A MINUTE, THOUGH. IN ORDER FOR YOUR CLIENT TO BE ABLE TO DO IT, HOW DO YOU DISTINGUISH YOUR CLIENT BEING ABLE TO DO THIS, VERSUS ANY OTHER PERSON WHO WANTS TO HAVE A LEAN OR BE ABLE TO GET FROM ONE'S HOMESTEAD.

TO ANSWER YOUR QUESTION, YOU MUST LOOK AT THE SPECIFIC FACTS AS TO WHAT HAPPENED HERE THERE WAS A CONTRACT, WITH A PROVISION, WITH MULTIPLE PROVISION, AND IT A CITY SAID AT THE BLEND DEMAYO IF YOU HAVE ANY QUESTIONS ABOUT ANYTHING IN THIS AGREEMENT, PLEASE COME AND TALK TO US ABOUT IT, WE WILL BE HAPPY TO ANSWER WHAT!!\$\$!!!!!! WHATEVER QUESTIONS YOU HAVE.

STANDARD CONSUMER CONTRACT -- GIVES YOU SOME OPTION!!\$\$!!!!!!! OPTION, ABOUT -- DON'T THINK YOU FIND THAT.

IN THREE DAYS IF YOU DON'T LIKE IT, AND YOU KNOW THOSE KINDS OF THINGS, BUT, AGAIN -- JUSTS BECAUSE IT IS IN THE CONTRACT -- DOESN'TNESS!!\$\$!!!!!!! DOESN'TNESSLY MEAN THE PERSON READ IT OR UNDERSTOOD IT HOW I'M STILL NOT HEARING HOW YOU DISTINGUISH THIS FROM ANY OTHER CONTRACT, THAT A CONSUMER WOULD ENTER INTO.

WELL THEN I HAVE TO GO BACK TO BASIC CONTRACT LAW SAY IF YOU SIGNED SOMETHING YOU ARE PRESUMED TO UNDER STAND IT.

SO IT WOULD APPLY -- ACROSS THE BOARD.

I'M NOT SAYING IF THANK YOU COULD DEMONSTRATE, THAT THERE WAS A PROVISION FOR A KNOWING VOLUNTARY AND INTELLIGENT WAIVER YES.

LET ME PHONE FOLLOW UP ON REALLY JUST PARIENTESS'S ORIGINAL QUESTION I DON'T THINK THAT THAT HAS BEEN FOWLE -- FULLY EXPLORED YET. THAT IS, THE CONTEXT THAT WE ARE GETTING THIS ISSUE IT SEEMS TO ME THERE ARE STRONG ETHICAL IMPLICATIONS HERE, AND THAT IS THAT -- HOW IS IT THAT THERE IS NOT A BUILT-IN CONFLICT OF INTEREST WHEN IT IS A LAWYER INVOLVED IN A SITUATION LIKE IS? HOW DOES A LAWYER ON THE ONE HAND HAVE A CLIENT WHICH HE HAS AN OBLIGATION TO ADVISE THAT CLIENT!!\$\$!!!!!!!NOT TO WAIVER THEIR RIGHTS, NOT TO WAIVE HER RIGHTS YET IS DEALING DIRECT!!\$\$!!!!!!! DIRECTLY WITH THE CLIENT ABOUT FINANCIAL MATTER HERE, IN WHICH IN THIS FORM THAT IT IS BEING PRESENTED, HE IS HAVING THE CLIENT SIGN A WAIVER, HOW CAN THE CLIENT I MEAN HOW CAN THE LAWYER

WITH HIS FINANCIAL GOALS THAT HE IS SERVING HERE ASSOLD TO THE CLIENTS'S IN TERMS OF SIGNING THIS CONTRACT, HAVE HOW DOES THE LAWYER HAVE HIS STRADDLE, THESE TWO CONFLICTS HERE, AND ADVISING THE CLIENT WHOSE SITUATION -- WITHOUT VIOLATING SOME STRONG ETHICAL ADMONITIONS ABOUT NOT DOUBLE DEALING WITH CLIENTS? I'M -- I SEE SOME STRONG ETHICAL PROBLEMS THAT ARE INHERENT IN THIS SITUATION, PLEASE HELP ME ALLEVIATE MY CONCERNS ABOUT THESE ETHICAL IMPLICATIONS!!\$\$!!!!!!!!!!!!!!!!!!!!!! IMPLICATIONS, I GUESS -- A LAWYER PRESENTS A -- A SORT OF AN ACCOMPLISHED FACT TO A CLIENT AND SAYS SIGN HERE.

BUT I THINK, THE DIFFERENCE IS THAT IN PART OF A LEGAL RELATIONSHIP WHEN!!\$\$!!!!!! WHENEVER AN ATTORNEY IS RETAINED AS FAR AS NEGOTIATIONS LEADING UP TO THAT RETAINING WHATEVER THE AGREEMENT TURNS OUT TO BE, THERE ADVERSARIES UNTIL THAT CONTRACT IS SIGNED, THEN THEY GET ON THE SAME PAGE, THAT IS PART OF THE GIVE-AND-TAKE OF COMMERCIAL!!\$\$!!!!!!!!!!!!!!!!!!!!!! COMMERCIAL --

HOW DOES THE CLIENT KNOW THAT THEY ARE ADVERSARIES WHEN IF THE LAWYER IS LIKE, SIGNING SOMETHING LIKE THIS -- SORT OF LIKE SAYING, YEAH!!\$\$!!!!!! YEAH, YOU KNOW I THINK I WILL REPRESENT YOU BUT BEFORE I DO -- I WANT YOU TO BRING ME IN YOU KNOW ALL THE TITLES TO YOUR VEHICLES, AND THE -- THE DEED TO ANY PROPERTY THAT YOU OWN, AND YOU KNOW I'M GOING TO TAKE A SECURITY INTEREST IN ALL THESE THINGS BEFORE I REPRESENT YOU. AND HERE, HERE THE LAWYER IS SUPPOSED TO BE LOOKING OUT FOR THE CLIENT. AND YET IT IS THE LAWYER THAT IS HAVING THE CLIENT SIGN AWAY WHATEVER INTEREST HE HAS IN THINGS. HOW DOES THE LAWYER SWITCH HATS IN THAT? AND SAY YOU KNOW WAIT A MINUTE!!\$\$!!!!!!!!!!!! MINUTE! IF I WAS YOUR LAWYER, NOW, I MIGHT HAVE A DIFFERENT VIEW OF WHETHER OR NOT SHOULD YOU WAIVE THESE RIGHTS THAT THE FLORIDA SUPREME COURT HAS HELD THAT YOU CAN'T WAIVE, SO IF THE IMPLICATION --

WHERE IS THE OBLIGATION TO TELL THE CLIENT ABOUT WHAT THE LAW IS ABOUT HOMESTEAD. WELL, THE IMPLICATION I THINK IN THIS CASE IS THAT THERE IS A CONTRACT THAT YOU WERE PRESENTED WITH IF YOU DON'T LIKE THE CONTRACT YOU ARE FREE TO GO TO -- DIFFERENT LAWYER. YOU DON'T SEE ETHICAL PROBLEMS --

NOT IN THE CONTEXT OF GIVING AND TAKE OF -- OF.

LET ME ANSWER -- ASK YOU A QUESTION, WHAT IS THE BIG PROBLEM THAT EXISTS OUT THERE THAT WE NEED TO REMEDY BY ALLOWING A WAIVER? IN OTHER WORDS, ARE THERE A LOT OF CONSUMERISM OUT THERE THAT JUST CANNOT GET LOANS? CANNOT GET ATTORNEYS BECAUSE THEY ARE NOT ALLOWED TO WAIVE THEIR HOMESTEAD RIGHTS!!\$\$!!!!!!!!!!!! RIGHTS? IT SEEMS LIKE RIGHT NOW, IF SOMEBODY REALLY NEEDS THE MONEY IN ORDER TO PAY AN ATTORNEY, THEY CAN ALWAYS GO TO A BANK AND GET A LINE OF CREDIT ON THEIR HOUSE GET A SECOND MORTGAGE IF THEY HAVE TO, AND THEN PAY THE ATTORNEY, AND DO IT THAT WAY, IF THEY REALLY NEED IT SO IT IS -- IT IT SEEMS TO ME THAT WHAT YOU ARE ASKING US TO DO IS -- IS TO FIX SOMETHING THAT AIN'T BROKE.

WELL, I THINK -- ONE OF THE POINTS THAT WE RAISED TO THIS COURT THAT IS THE WAY THIS TRANGS!!\$\$!!SACTION WENT DOWN IS NECESSARILY A FORM OVER SUBSTANCE ARGUMENT YOUR HONOR IS QUITE CORRECT, THAT THE CLIENT HAS SEVERAL OPTIONS!!\$\$!!!!!!!!!!!!!! OPTIONS, THE CLIENT COULD GIVE THE LAWYER A MORTGAGE, THE CLIENT GO TO THE BANK GET A MORTGAGE, OR THE CLIENT COULD DO WHAT OCCURRED IN THIS PARTICULAR CASE --

AT LEAST IN THE --

-- SITUATION, THE END RESULT IS THE SAME BUT HERE IS THE PROBLEM. EARLIER, THIS YEAR, LAST YEAR, WHEN WE ADOPTED THE AMENDMENTS TO THE FLORIDA RULES WHICH ALLOWED A WAIVER OF THE CONSTITUTIONAL RIGHT AGAINST ATTORNEYS' FEES OVER 250,000, WE ALLOWED A WAIVER OF THAT BUT IN ORDER TO MAKE IT A VALID WAIVER IS THERE HAD TO BE A LOT OF -- OF PAPERWORK!!\$\$!!!!!!!!!!!!!!!!!!!!!! PAPERWORK, THERE HAD TO BE NOTICE, AND THE -- CLIENT NEEDED TO BE WELL AWARE THAT THEY WERE GIVING UP THIS RIGHT THAT THEY HAD THAT!!\$\$!!!!!!A CONSTITUTIONAL RIGHT TO LIMIT ATTORNEYS' FEES IT SEEMS TO ME THAT THE SAME KIND OF ASH RISES WHERE THE UN-- ARISES WHERE THE CLIENT PRO VOOIDZ A MORTGAGE MAY BE GIVING UP HOMESTEAD RIGHTS BUT THE VIENT IS VERY WELL AWARE WHAT SHE IS DOING SOPZ TO SIMPLY AN ATTORNEY'S FEE AGREEMENT, WHERE IT MAY BE BURIED IN

PARAGRAPH 15, OR 42, AND THE CLIENT REALLY ISN'T AWARE OF WHAT IS GOING ON UNTIL MUCH LATER.

THE DIFFERENCE, BETWEEN YOUR SCENARIO, AND WHAT HAPPENED IN THIS CASE, IS THE FINDING OF FACT, AT THE TRIAL COURT THAT THERE WAS A KNOWING AND VOLUNTARY WAIVER!!\$\$!!!!!!!!!!!!!! WAIVER, HE FOUND HE KNEW.

I'M NOT TALKING ABOUT JUST THIS CASE. I'M TALKING ABOUT IN -- IN WHY WE WOULD HE RECEDE FROM 123 YEARS OF PRECEDENT, WHAT IS THE BIG ISSUE OUT THERE, THE BIG PROBLEM THAT NEEDS TO BE REMEDIED AND I DON'T SEE THAT THERE IS A BIG PROBLEM.

TO ANSWER YOUR QUESTION I DON'T THINK THAT WE ARE REQUESTING THAT YOU RECEDE FROM 127 YEARS -- OF -- OF PRECEDENT, I WAS TRYING TO GET THE THIS OUT IN RESPONSE TO JUSTICE PARIENTE\$\$'S QUESTION, CARTER AND SHERBLE NEVER DEALT WITH QUESTION WHETHER KNOWING AND INTELLIGENT IT WAS PUT IN THE SPECIFIC AGREEMENT, AND THOSE CASES DO NIGHT ADDRESS EITHER OF THOSE PROPOSITIONS AND I WENT BACK AND I WANTED TO POINT OUT SOME OF THE LANGUAGE FROM THE ORIGINAL CARTER THE 1884 OPINION, IT SAYS PRECISELY YOUR HONOR WHAT YOU JUST SAID, THAT WHEN YOU SIGN A MORTGAGE, YOU KNOW EXACTLY WHAT YOU ARE DOING, OKAY IT SAYS WHEN YOU -- AND IT SAID THAT IF IN A CONTRACT GOING ON TO THE REST OF IT, IT SAYS, QUOTE FEW MEN WOULD MORTGAGE THEIR HOUSEHOLD GOODS AND CHILDREN!!\$\$!!!!!!!!!!!!!! CHILDREN'S CLOTHES TO A HARD CREDITOR WITH INEVITABLE REPORT FOR VISIBLY TO UNDERSTANDING OF UNLESS THEY NEW THAT IS WHAT THEY WERE BEING ASKED TO DO, THE DIFFERENCE IN THIS CASE IS THAT HE KNEW THAT THAT WHAT IS HE WAS BEING ASKED TO DO AND THE TRIAL COURT SO FOUND.

SO, THEREFORE, THE THIRD DISTRICT WASN'T COMPELLED TO RULE IN MR. DEMAYO'S FAVOR, YOU ARE SAYING THAT THAT IS ALWAYS BEEN THE LAW, AND THEREFORE THERE IS NOTHING TO RECEDE FROM --?

NO. I'M SAYING THAT THIS CASE PRESENTS A QUESTION OF A KNOWING -- WHAT I'M ASKING YOU CAN ANOTHER APPELLATE COURT REACH THAT RESULT, WITHOUT THERE BEING A RECEDING FROM PRECEDENT OF THIS COURT.

WELL, THE -- THE ALL THREE JUDGES RECOGNIZE THAT THAT -- WELL, THAT IS -- PART -- CARTER AND SHERBLE DID NOT NECESSARILY DRAW THE DISTINCTION I HAVE DRAUVEN FOR YOUR HONOR THIS MORNING AND UP THE SAID IT PROHIBIT!!\$\$!!!!!!!!!!!!!! PROHIBITED WAIVER PERIOD IN ANY FORMAT, IS HAVE A WLAIS THEY WERE SAYING YES, THERE I THINKS THAT CONFLICT COMES UP ALL I'M SUGGESTING YOUR HONOR WHEN YOU SPECIFICALLY READ THE OPINION, IT SAYS THAT IF YOU KNOW WHAT YOU ARE DOING, AND UP TEND TO DO IT, THAT SEEMS TO BE OKAY, AND THAT IS WHAT THE TRIAL!!\$\$!!!!!!!!!! TRIAL --

AGAIN, MORTGAGES, APPARENTLY HAVE BEEN ALLOWED I DIDN'T KNOW THAT ATTORNEYS WERE TAKING MORTGAGES ON THEIR -- YOU KNOW, THEIR -- CLIENTS!!\$\$!!!!!!!!!!!!!! CLIENTS'S HOMES, AND YOU KNOW, PART -- WELL I'M NOT GOING TO GET INTO WHETHER -- ATTORNEYS FEES IN THIS CASE A WHOLE OTHER ISSUE THERE IS SOMETHING OFFENSIVE ABOUT ATTORNEYS' FEES EQUALING THE AMOUNT OF WHATEVER THIS MAN'S PROPERTY WAS, YOU ARE NOT MAKING ANY ARGUMENT THEN ABOUT 1984 THE 1984 AMENDMENT CHANGING THE --

OH, YES, SIMILAR SIMILAR I HADN'T GOT I WAS WORKING MY WAY THERE BUT YES, IT IS OUR POSITION, THAT THE 1984 AMENDMENT, WHEN IT CHANGED FROM HEAD OF A FAMILY, TO NATURAL PERSON CONVERTED THE HOMESTEAD RIGHTS FROM A RIGHT THAT ITS SOLELY INKOOURED TO FAMILY TO PERSONAL RIGHT.

I'M CONCEPT -- SKEPTICAL THE VOTERS IN STATE OF FLORIDA WHETHER THEY VOTED TO EXPAND THE HOME STAYED RIGHT TO ALL NATURAL PERSONS INTENDED ALSO THAT THEY WOULD BE WAIVING THE HOMESTEAD RIGHT IN PROMISERY NOTES OR ATTORNEY FEE AGREEMENTS!!\$\$!!!!!!!!!!!!!! AGREEMENTS, ARE YOU SAYING THAT THAT IS REALLY WHAT THE VOTERS INTENDED OR AND EVEN WHAT THE PLAIN LANGUAGE OF THE AMENDMENT SAYS.

WHAT I'M SAYING IS THAT THE EFFECT OF WHAT THEY DID, WAS TO CONVERT TO A PERSONAL RIGHT BY MAKING IT TO INURE TO AN INDIVIDUAL IF THAT INDIVIDUAL HAS NO CHILDREN HYPOTHETICALLY HAS NO WIFE OWNS A HOUSE HE IS JUST AN INDIVIDUAL, THE TRADITION THE RATIONALE OF CARTER, WAS THAT THERE WAS A FAMILY TO PROTECT!!\$\$!!!!!!!!!!!!!! PROTECT, THAT WAS THE RATIONALE OF THE CASE, THERE IS NO FAMILY IN THAT SITUATION IN MY

HYPOTHETICAL SITUATION AND THEREFORE, THERE IS NO -- NO -- THE UNDER PINNINGS OF CASTRE OF SHERBLE NO LONGER EXIST THERE IS NOTHING TO PROTECT.

ISN'T PART OF THAT ALSO PROTECTION OF THE STATE FROM PEOPLE BECOMING PAUPERS, WARDS OF THE STATE OR WHATEVER THE TERM MIGHT BE, SO, ISN'T THAT EQUALLY APPLICABLE TO AN INDIVIDUAL, AS WOULD IT BE A HEAD OF A HOUSEHOLD!!\$\$!!!!!!!!!!!!!!!!!!!! HOUSEHOLD?

WELL, I'VE SEEN THAT, IN THEIR BRIEFS, THAT IS THE POSITION THEY TAKE I DON'T -- I DON'T THINK THAT CARTER ESPOUSES THAT SPECIFIC RATIONALE.

THERE ARE SOME CASES THAT.

I DO AGREE.

THAT TALK ABOUT IT IN TERMS OF PROTECTING THE STATE ALSO, SFLBT.

I DO AGREE BUT THAT DID NOT SEEM TO BE A PROBLEM BEFORE THE 1984 AMENDMENT, DEALING WITH INDIVIDUALS AS OPPOSED TO TO HEAD OF FAMILIES BUT WE DO THINK THAT THE CHANGE IN THE LAW, WE DO NOT THINK OR I SHOULD SAY!!\$\$!!!! SAY, PETITIONERS DO NOT THINK IS THERE ANYTHING DIFFERENT --

HOW ONE OF THE THINGS THAT YOU DID SAY, WAS THAT THIS WAS LIKE A FORM OVER SUBSTANCE BUT ISN'T THERE A SUBSTANTIAL DIFFERENCE, AND SOMEONE TAKING OUT A MORTGAGE, AND SOMEONE WAIVING THEIR HOMESTEAD EXEMION, BECAUSE EVEN -- IF YOU HAVE A MORTGAGE, I MEAN THERE IS A DIFFERENCE, IN WHAT YOU CAN DO, AND WHAT YOU CAN'T DO, IF YOU -- EXCUSE ME, WAIVED YOUR HOMESTEAD ISN'T THERE

THE DISTINCTION BETWEEN TWO TAKE OUT THE MORTGAGES, ACCORDING TO THE CASE LAW AND THE CASE OF THIS COURT YOU KNOW EXACTLY WHAT YOU ARE DOING WHAT WHEN YOU SIGN THAT MORTGAGE PUT IN YOUR FACE YOU KNOW WHAT YOU ARE DOING INTEND TO DO BUT THAT'S WHAT HAPPENED HERE --

WHY DID THE LAWYER NEED TO DO THIS IF THE LAWYER CAN HE SIMPLY HAVE DONE THE MORTGAGE? -- AND HAVE A --

-- FIGURE IS THUT

I GUESS MY BEST ANSWER TO THAT HINDSIGHT IS 20/20 I'M SURE IF WE KNEW SIX YEARS FIVE YEARS FOUR YEARS LATER WOULD BE STANDING IN FRONT OF THIS COURT ARGUING THIS ISSUE PERHAPS WOULD HAVE BEEN DONATE DIFFERENTLY DOESN'T MEAN IT WASN'T DONE CORRECTLY IN THIS PARTICULAR CASE. THERE IS -- AGAIN, THE PURPOSE OF THE MORTGAGE IS TO PUT RIGHT IN FRONT OF YOU TO SHOW THAT YOU KNOW WHAT YOU ARE DOING BUT THAT IS EXACTLY WHAT HAPPENED HERE AND THAT IS WHAT THE TRIAL COURT FOUND. AND I -- AND -- I THINK WHEN YOU ASSESS THIS CASE, BECAUSE THE CONCEPT THAT WE ESPOUSED BEFORE YOU IS KNOWING INTELLIGENT AND VOLUNTARY WAIVER THAT IS WHAT WAS FOUND HERE, AND -- YOU ARE WELL INTO REBUTTAL IF YOU ARE GOING SAVE ANY TIME AT ALL.

I WILL I THINK I -- I THINK THE COURT UNDER-- UNDERSTANDS THEY POSITION LIKE TO TO RESERVE THE REST FOR REBUTTAL THANK YOU YOUR HONOR.

GOOD MORNING, MR. CHIEF JUSTICE, MADAM JUSTICES, MR. JUSTICES, MAY IT PLEASE THE COURT MY NAME SOPHIE DEMAYO I REPRESENT HENRY DeMEO I'M ALSO HIS SISTER.

PUT THE --

YES.

I'M ALSO HIS SISTER, AND, I CAME BACK AFTER 18 YEARS OF PRACTICE TO REPRESENT HIM IN THIS MATTER NEVER HAVING DONE CIVIL WORK BEFORE. IN MY LIFE. I WILL BEFORE GETTING INTO MY ARGUMENT, MAY I MAKE A MAJOR CORRECTION, IN THE APPENDIX!!\$\$!!!!!!!!!!!!!!!!!!!! APPENDIX, THERE IS THE ORDER OF THE TRIAL COURT, OF JUDGE PSYCHOLOGICAL!!\$\$!!!!!!!!!!!!!!!!!!!!!!!!!!!!

PSYCHOLOGICALA, ALL!!\$\$!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!! SKOL.A. FOUND THE AGREEMENT ENTERED INTO THERE IS ABSOLUTELY NO FINDING OF BACK IN THAT, SEVERAL PAGE ORDER, OF A KNOWING INTELLIGENT VOLUNTARY WAIVER.

OF THE HOMESTEAD.

OF THE HOMESTEAD, YES, MR. CHIEF WERE YOU JUST INFORMED THAT YES THE MORTGAGE SHOULD HAVE BEEN TAKEN, THE RECORD SHOWS THE RECORD THAT IS IN THE APPENDIX ALSO SHOWS IN THE TRANSCRIPT THAT MISS CHAMES MANY OCCASIONS DID ASK MR. DEMAYO FOR A MORTGAGE ON HIS HOME, AND HE TOLD HER HE WILL NEVER MORTGAGE HIS HOME. AT NO TIME DID MISS CHAMES SAY DOESN'T MATTER, I HAVE THIS WONDERFUL ESOTERIC LANGUAGE, THAT IS

SO SOPHISTICATED THAT YOU CAN FIND 50 CASES, IN FLORIDA WHERE LAWYERS ARE ARGUING ABOUT IT, I'VE GOT -- I HAVE -- YOU HAVE GIVEN ME!!\$\$!!!!!!!!!!!!!!A CHARGING LEAN ON YOUR HOME, ON YOUR HOMESTEAD, MR. DEMY IT DOESN'T MATTER THAT THIS WAS NOT ANYTHING THAT WAS RECOVERED BY ME AND BY REPRESENTATION OF YOU, IT DOESN'T MATTER THAT YOU PURCHASED IT WITH NONMARITAL FUNDS, WELL AFTER YOUR DIVORCE WAS COMPLETED, IT DOES NOT MATTER THAT YOU HAVE JOINT AT THE MOMENT SIGNING RETAINER AGREEMENT JOINT CUSTODY AND THAT YOUR CHILDREN LIVE WITH YOU AT LEAST 50% OF THE TIME, AND THAT THEY ARE THREE MINOR CHILDREN, I'M NOT GOING TO TELL YOU ABOUT IT. AND FURTHER, IT DOESN'T MATTER THAT YOU ENTERED THIS AGREEMENT WITH ME THREE TO FOUR WEEKS AFTER REPRESENTATION BEGAN IN ERNEST, AND I WAS YOUR ATTORNEY FOR THAT TIME, AND -- THAT IS -- FACT THAT WAS NOT QUESTIONED AT THE HEARING.

CAN I -- AND I REALIZE THIS IS YOUR FIRST TIME BEFORE -- SUPREME COURT?

JUSTICE, PARIENTE -- EXCUSE PIECE, IT IS, I YEARS AGO --

THAT IS ALL RIGHT I JUST WANTED TO --

BUT I --

BUT TODAY WE REALLY ALTHOUGH WE CAN CERTAINLY LOOK AT WHAT THE TRIAL COURT FOUND BUT THE TRIAL COURT FOUND IT WAS A KNOWING AND VOLUNTARY WAIVER, SO REALLY THE ISSUE THAT WE HAVE TO DEAL WITH AND WHY THE ATTORNEY GENERAL IS HERE, AND MEMBERS OF THE FLORIDA BAR ON YOUR SIDE IS WHETHER WE SHOULD RECEDE FROM 123 YEARS OF PRECEDENT, AND DECIDE THAT VOLUNTARY WAIVERS OF HOMESTEAD EXEMPTION ARE PERMISSIBLE, I THINK WHAT YOUR POINTING OUT, IN YOUR RECITATION OF THE FACTS, IS THAT THERE IS TREMENDOUS HARM THAT CAN BE DONE IF WE ALLOW WAIVES TO OCCUR, IS THAT ESSENTIALLY WHAT YOUR POINT IS?

MY POINT IS THAT WITHOUT WAIVES THERE IS NO HOMESTEAD YOUR HONOR, BUT MAY I -- IF I EITHER MISUNDERSTOOD YOUR HONOR, OR YOUR HONOR MISUNDERSTOOD WHAT I SAID. IN THE FINDINGS, IN THE ORDER OF THE COURT OF THE TRIAL COURT, THERE IS NO FINDING IN THAT THREE PAGE SIGNED ORDER THAT THERE WAS A KNOWING AND INTELLIGENT WAIVER, ALL THAT IS SAID IS THAT HE ENTERED INTO AN AGREEMENT.

BUT WHAT I'M SAYING TO YOU IS WE HAVE THIS CASE HERE.

YES.

NOT -- SO FAR YOU HAVE WON, THE THIRD DISTRICT RULED IN YOUR FAVOR, SAYING NOT ON THE WHETHER IT IS VOLUNTARY OR NOT BUT PRECEDENT DOESN'T ALLOW IT WE ARE REALLY HERE TO DECIDE WHETHER, WE SHOULD RECEDE, IF WE DECIDE NOT TO TAKE THIS CASE, THEN -- YOU WILL THE THIRD DISTRICT OPINION WILL BE UPHeld, SO WHAT I THINK IS IMPORTANT IS TO LET US KNOW IF THE FACTS AS YOU HAVE AND ANY OTHER POLICY REASONS YOU HAVE AS TO WHY WE SHOULDN'T RECEDE ASSUMING WE FOUND THAT THERE IS A VOLUNTARY WAIVER, WHY WE SHOULD NOT WHY WE SHOULD RECEDE FROM OUR PRECEDENT, YOU ARE ARGUING IT IS GOOD POLICY!!\$\$!!!!!!!!!!!!!! POLICY.

THANK YOU FOR THE GUIDANCE!!\$\$!!!!!!!!!!!!!! GUIDANCE, YOUR HONOR I WILL COMPLY WITH YOUR GUIDANCE, AND I -- I AM GRATEFUL TO IT!!\$\$!! THE RIGHT THAT THE THE CONSTITUTION HAS GIVEN US SINCE ENCRYPTION OF OUROE INCEPTION OF OUR STATE IS SO FUNDAMENTAL WHO WHO WE ARE THAT WE HAVE ORDERED OUR LIVES OUR PERSONAL LIVES, WE HAVE ORDERED COMMERCIAL AND YOU ARE COMMERCE AROUND WHAT WE KNOW WHAT THE REST OF THE COUNTRY KNOWS OF US AS TO THIS VERY BASIC IMPORTANT, AND -- IN SEVERAL CASES SACRED COW. THE UPHEAVE!!\$\$!!!!AL THE SOCIAL UPHEAVE!!\$\$!!!!!!!!!!!!!! UPHEAVAL, THE LACK OF CERTAINTY!!\$\$!!!!!!!!!!!!!! CERTAINTY, WOULD BE OVERWHELMING IN VIRTUALLY EVERY ASPECT OF COMMERCE AND PERSONAL DECISIONS IF THERE SHOULD BE ANY QUESTION AT ALL, THAT THE LAW REMAINS AS WE HAVE THOUGHT IT WAS UP UNTIL THIS PARTICULAR CASE. THIS IS A THE BENEFIT OF THIS CASE BEFORE THE 84 AMENDMENT, AS CARTER SAID INURED!!\$\$!!!!!!!!!!!!!! INURETO THE INDIVIDUAL, BECAUSE WE HAVE HEARD THAT IT ONLY WENT TO THE FAMILIES INDEPENDENT!!\$\$!!!!!!!!!!!!!! INDEPENDENT, NO CARTER WAS VERY SPECIFIC, IT SAID TO REMOTIVE THE PROTECTION THE BLANKET FROM THAT INDIVIDUAL AND FROM HIS HEIRS, SO ANY DISCUSSION IN ANY BRIEF THAT SAID IT ONLY IS FOR THE PROTECTION OF FAMILY, IS NOT CORRECT, BECAUSE UNDER CARTER,IT WAS VERY SPECIFICALLY SAID FOR BOTH THE HEAD OF

HOUSEHOLD AND ANY DEPENDENTS LIVING THERE BUT THAT IS NOT -- YOUR OPPOSITION HAS SAID 84 AMENDMENT WHEN WE WHEN IT WAS CHANGED THE PEOPLE OF FLORIDA INTENDED TO DRAMATICALLY CHANGE THAT WHAT IS YOUR RESPONSE TO THAT? THE PEOPLE OF THE STATE OF FLORIDA LOOKED AROUND AT THEIR FRIENDS AND NEIGHBORS, AND SAW THAT SOCIETY WAS CHANGING, THAT MORE AND MORE INDIVIDUALS WERE OWNING HOMES!!\$\$!!!!!!! HOMES, AND THAT THERE WAS A FUNDAMENTAL UNFAIRNESS AND A LACK OF SOCIAL A LACK OF FURTHERING THE SOCIETAL PURPOSE WHICH WAS THE CONTINUED WELFARE AND STABILITY OF THE STATE, WHICH IS OUR REQUIREMENT UNDER THE 10TH AMENDMENT OF THE U.S. CONSTITUTION AND THEY LOOKED AROUND AND THEY SAID THIS IS WRONG. WE ARE GOING TO MAKE IT RIGHT.

-- MORE PROTECTION NOT LOWSES YOUR VIEW IT WAS INTEND AND DESIGNED TO GRANT GREATER PROTECTIONS NOT LESS PROTECTIONS!!\$\$!!!!!!!!!!!!!!!!!!!!!! PROTECTIONS. MORE INCLUSIVE PROTECTSES YOUR HONOR I CAN'T SAY GREATER I DON'T KNOW HOW YOU CAN GET ZBLOOERT ADDITIONAL CLASS OF INDIVIDUALS THAT EXPANDS IT. YES YOUR HONOR, TO BE, MORE INCLUSIVE, AND THAT IS A VERY WONDERFUL THING, BECAUSE THAT IS WHAT OUR SOCIETY AS A WHOLE IS DOING, STEADILY!!\$\$!!!!!!!!!!!!!!!!!!!!!! STEADILY, DECADE BY DECADE, BECOMING MORE AWARE OF WHAT SOCIETY IS, BECOMING MORE INCLUSIVE, BECOMING MORE FAIR, BECOMING MORE JUST.

YOUR OPPONENT HAS SUGGESTED THAT TIMES HAVE CHANGED. THAT WE NEED TO HAVE THESE WAIVES JUST BECAUSE THIS IS THE WAY SOCIETY OPERATES THAT YOUOUT TO BE FREE TO DO THESE THINGS, WHAT HOW DO YOU RESPOND TO THAT.

MAY I RESPOND YOUR HONOR.

ABSOLUTELY.

WELL I READ AGAIN 4-00th TIME THE OPINION OF THE THIRD DISTRICT COURT OF APPEAL I SAW SOMETHING THERE WILL ANSWER YOUR \$HONOR'S QUESTION, BECAUSE, THERE WAS LANGUAGE IN THERE THAT HAS BEEN BOVRING ME FROM THE FIRST MOMENT I READ IT THAT CHARGING LIEN IS NOT FOR SALE, AND THAT MR. DEMAYO WAS USING THIS AS A SWORD RATHER THAN A SHIELD, I HAVE GET ON OVER THAT GONE OVER THAT, AND THEN I CAME TO THE INCREDIBLE CONCLUSION LAST NIGHT IN A HOTEL ROOM THE CONCURRING OPINION IS NOT SO MUCH BOVRED BY WAIVER YOUR HONOR THE CONCURRING OPINION FOR THE THE FIRST TIME I SAW IS BOVRED BY AD OF HOMESTEAD PROTECT!!\$\$!!!!!!!!!!!!!! PROTECTION -- THE THIRD DISASTER COURT OF APPEAL, HAS -- GOT HOMESTEAD PROTECTION THAT CONCURRING OPINION IS BOVR BEFORE!!\$\$!!!!!!!!!!!!!!OTHERED BY EXISTENCE OF HOMESTEAD PROTECTION WE DID NOT AS PEOPLES VOTE MORALS TEST WE DID NOT VOTE INCOME TEST WE KNOW WHAT WE'VE GOT, WE -- IS IN YOUR VIEW MA'AM IS THAT THE ARGUMENT THE REAL SUBSTANCE OF THEIR ARGUMENT IS THAT WE OUGHT NOT HAVE THIS HOMESTEAD PROTECTION IDEA THAT IT IS OUTDATED THAT IS. NOT MY --

NO, THEIR ARGUMENT IS BASICALLY THAT IS WHAT THEY ARE SAYING IS THAT THIS IS -- OUT DEDICATED.

WHEN I READ -- OUT DATED.

WHEN I READ IT LAST NIGHT FIRST TIME I WAS SO CONCERNED BUTH WAIVER ALL THE TIME I RED IT LAST NIGHT ROIFLD WHAT WAS BOTHERING ME ALL ALONG WHY THAT CONCURRING OPINION APPEARS SO HOSTILE TO ME, AND WHY THE ARGUMENTS DID NOT SEEM TO BE LEGAL, AT, BUT INSTEAD SEEMED TO BE PERSONAL STATEMENTS OF PERSONAL IDEAS OF HOW SOCIETY SHOULD BE FORMED, AND THE RELATIONSHIP BETWEEN -- BETWEEN COMMERCE NEIGHBORS ET CETERA. LET ME ASK YOU, I THINK THAT THE \$PETITIONER'S BEST ARCHITECT IS THAT WE HAVE HELD IN THE CONTEXT OF MANY OTHER CONSTITUTIONAL RIGHTS, BOTH FEDERAL, AND STATE, THAT THEY ARE WAIVER ABLE, WE RECENTLY DID THAT IN A RULES CASE WHERE WE ALLOWED CLIENTS!!\$\$!!!!!!!!!!!!!! CLIENTS, IN MALPRACTICE CASES TO WAVE THE CAP ON ATTORNEYS FEES AS LONG AS THEY WERE THERE WAS KNOWINGLY GIVEN AND THEY WERE GIVEN THE APPROPRIATE FORM, IN CRIMINAL LAW CASES WE ALLOW WAIVER OF THE RIGHT TO COUNSEL THE RIGHT TO SELF-INCRIMINATION!!\$\$!!!!!!!!!!!!!! SELF-INCRIMINATION, ALL KINDS OF RIGHTS, WHICH ARE CERTAINLY AS IMPORTANT AS THE HOMESTEAD RIGHT, SO WHY SHOULD WE PROHIBIT A WAIVER IN THE HOMESTEAD CONTEXT WHEN WE PERMIT IT IN SO MANY OTHER

CONSTITUTIONAL CONTEXT!!\$\$!!!!!!!!!!!!!! CONTEXTS!!\$\$!!!!!!!!!!!!!! CONTEXTS?

OF COURSE THE OBVIOUS BEGINNING POINT IS THAT ONE IS FEDERAL ONE IS STATE ONE IS BASED ON THE BILL OF RIGHTS!!\$\$!!!!!!!!!!!! RIGHTS, AND IN WHICH, WE DECIDE WE HAD DID NOT WANT THE KING TO ENTER OUR HIS FORCES TO ENTER OUR HOMES AND TO SEARCH OUR CASTLE. THAT RIGHT IS WAIVERABLE.

THAT RIGHT IS WAIVERABLE WE DID NOT WANT THE KING TO PUT US ON RACK TO EXTRACT A CONFESSION FROM US WE DID NOT WANT THE KING, TO INSTITUTE A STAR CHAMBER, WE BROKE WITH THE PAST. WE WANTED FREE ASSEMBLY. NOW, OF COURSE, THERE IS WAIVER THERE, BUT WHERE IS THE PUBLIC POLICY DEFEATED THE PUBLIC POLICY IN THE BILL OF RIGHTS IS TO SET UP A NATION A -- A NEW NATION UNLIKE ANY OTHER NATION THAT HAD EVER BEEN, WITH THIS BILL OF RIGHTS. WE COULD ALL LOOK AT OUR BILL OF RIGHTS WE COULD GET GOOSEBUMPS, LOOKING AT OUR BILL OF RIGHTS BUT THE BEST THING THE UNITED STATES STOOD FOR NONE OF THE OBLIGATIONS!!\$\$!!!!!!!!!!!!!! OBLIGATIONS, THAT GOVERNMENT HAS TO PEOPLE AND THAT PEOPLE HAVE TO GOVERNMENT, WAS COMPROMISED BY AN \$\$ INDIVIDUAL'S WAIVER OF DECIDING TO TELL THE POLICE WHERE HE BURIED THE BODY. BUT WE HAVE HERE IN THE STATE OF FLORIDA A MUTUAL RESPONSIBILITY AN INDIVIDUAL TO HIS NEIGHBORS, THE INDIVIDUAL TO THE STATE, AND THE \$\$STATE'S DUTY TO PROTECT ALL. AND WISELY, CORRECTLY, AND WITH AND ADVANCED WAY OF THINKING THAT -- FAR EXCEEDS THOSE STATES THAT HAVE CRIPPLED IT, IT IS IN MY OPINION IN THE \$\$ PETITIONER'S -- IN RESPONDENT!!\$\$!!!!!!!!!!!!!! RESPONDENT'S OPINION, EXCUSE ME MR. JUSTICE BUT WE HAVE A MUCH MORE SIMPLE\$\$!!!!IZED CIVILIZED WAY NOBODY CAN LOOK AT THIS STATE AND SAY THAT ECONOMIC PROGRESS HAS BEEN STIFLED, BECAUSE THE PEOPLE OF THIS STATE HAVE -- VOTED FOR THIS CONSTITUTION AND THAT CONSTITUTIONAL AMENDMENT AND IT HAS IN ANY WAY DENIGRATED THE PURPOSE OF WELFARE AND STABILITY. WE ARE -- OUR IS DOING FINE, THANK YOU VERY MUCH, WE HAVE -- IN FACT, PROBABLY BETTER!!\$\$!!!!!!!!!!!! BETTER --

IS YOUR -- SO I UNDERSTAND, YOU ARE SAYING THAT THESE OTHER RIGHTS ARE INDIVIDUAL BUT SOMEHOW HOMESTEAD IS NOT JUST INDIVIDUAL, BUT THERE IS -- IT IS PROTECTING SOCIETY FROM SOME INAT A INSTABILITY THAT OVERALL YOU PURPOSE AND IF WE WERE TO LOOK AT, SAY IF YOUR BROTHER WAS A MULTIMILLION!!\$\$!!!!!!!!!!!!!! MULTIMILLIONAIRE, AND IT WAS A LEAN ON HIS!!\$\$!!!!LIEN ON HIS \$5 MILLION HOURS OR IT WAS HE MIGHT NOT BE SO SIGNIFICANT, BUT WE CAN'T -- START TO LOOK AT EACH CASE DECIDE IF SIGNIFICANT, AND INTRUSION OR NOT, AND THAT BASICALLY YOUR -- YOUR DISTINCTION WITH THESE OTHER SFLIETS YES, MADAM JUSTICE THAT IS EXACTLY HOW --

I CUT YOU OFF, ON YOUR -- RECITATION OF THE FACT, BUT I DO THINK IT IS IMPORTANT TO UNDERSTAND -- TO MAKE SURE I UNDERSTAND THIS PART. YOU -- THINK IN OUR RECORD IT SHOW WILL THAT THE ATTORNEY ASKED FOR A MORTGAGE ON YOUR \$\$BROTHER'S HOME.

YES YOUR HONOR.

WOULD IT BE THERE IN THE RECORD?

YES YOUR HONOR.

AND HE REFUSED.

YES YOUR HONOR.

IT EXISTS IN THE TRANSCRIPT, OF THE CHARGING -- YES YOUR HONOR.

NOW -- LET'S SEE I'M LOOKING HERE, IS THERE A FIVE MINUTE IS THERE A -- CROSS APPEAL?

OKAY.

YOUR HONOR I'M VERY CONCERNED WITH REACHING THE FACT OF THE MONEY JUDGMENT, NOW, THERE WAS NO NOTICE ABOUT A MONEY JUDGMENT THAT -- I'M CONCERNED ON MANY GROUNDS. THE RECORD SHOW WILL THAT ON SEVERAL OCCASIONS, I WAS FORCED TO PLACE A BOND, AND THE RECORD WILL SHOW THAT I HAVE SOLD MY HOME AND THAT I PERSONALLY PLACED THE BOND. BECAUSE OTHERWISE WOULD I THOUGHT HAVE BEEN ALLOWED TO APPEAL THIS. SO I SOLD MY HOME HIS HOME, HAS THE LIEN ON IT THE MONEY THAT I WENT INTO A CIVIL HEARING A CIVIL MATTER FOR THE FIRST TIME IN MY LIFE AND WALKED INTO A -- HEARING I WAS NOTICED FOR CHARGING LIEN IT IS ALL IN THE APPENDIX!!\$\$!!!!!!!!!!!!!! APPENDIX, I WAS NOT TOLD THAT THERE WOULD BE ATTORNEYS' FEES, AT THAT TIME!!\$\$!!!!!! TIME.

THAT IS CHARGING LIEN IS -- THAT IS UNDER CIVIL LAW A CHARGING LIEN IS

YES YOUR HONOR, BUT THERE IS A BIG DISTINCTION ON I AM NOT SO MUCH CONCERNED WITH THE AMOUNT OF THE ATTORNEYS' FEES AS I AM ABOUT THE FOLLOWING. UNTIL I RECEIVED SOME WEEKS LATER!!!\$!!!!!!! LATER, AND SAW FOR THE FIRST TIME, BECAUSE I NEVER SAWS IT PROPOSED ORDER -- -- EVER NEVER SAW A PROPOSED ORDER THAT A MONEY JUDGMENT HAD BEEN ENTERED I IMMEDIATELY WENT BACK TO THE BOOKS BECAUSE I REMEMBER IN MY ROCHE FOR THIS HEARING HE IN MY RESEARCH YOU CAN'T HAVE A MONEY ADJUSTMENT FAMILY LAW A COURT OF EQUITY CANNOT ISSUE A MONEY 2000 PERIOD.

EACH FOR ATTORNEYS FEES INVOLVED YOU CANNOT HAVE ATTORNEYS FEES IN THAT CONTEXT!!!\$!!!!!!! CONTEXT.

THAT IS CORRECT.

IT IS DOWN EVERY DAY WITH REGARD TO DOMESTIC CASES AWARDS OF TEN ORS FEES. AWARD FOR ATTORNEYS' FEES!!!\$!!!!!! FEES, YOUR HONOR THAT IS CORRECT AN AWARD OF ATTORNEYS' FEES WILL RESULT IN A MONEY JUDGMENT, A FIRST PARTY DISPUTE BETWEEN ATTORNEY AND CLIENT, PURSUANT TO A CHARGING LIEN CANNOT HAVE A MONEY JUDGMENT. WHICH A WHAT YOU ARE SAYING YOU CANNOT MAKE DETERMINATION WHEN ONE IS DISCHARGED AS TO THE AMOUNT OF THE PROCEEDS, BECAUSE YOU ARE GOING BACK TO THE EQUITY THEORY, AND YOU HAVE TO GO INTO A COURT OF LAW.

THAT IS.

TO ESTABLISH, THAT FLORIDA LAW MERGED THOSE TWO. OVER THE YEARS, AND -- THE QUESTION OF EQUITY JURISDICTION!!!\$!!!!!!! JURISDICTION, AND LAW JURISDICTION HAS SOMEWHAT BLENDED TOGETHER IF NOT TOTALLY BLENDED OWING TOGETHER SO WE DON'T RECOGNIZE THAT.

MR. CHIEF JUSTICE, I WROTE IN MY BRIEF, THAT IF MONEY JUDGMENT CAN BE ENTERED ASSUMING ARGUE ENDO!!!\$!!!!!! ENDOIT CAN BE ENTERED I WROTE IN MY BRIEF THERE MUST BE NOTICE, ON THAT, THERE IS NO GREY AREA THERE WAS ABSOLUTELY NO NOTICEABLE, AT ALL, OF A MONEY ADJUSTMENT, AND DURING!!!\$!!!!!!! MONEY LEGITIMIZE DURING ENTIRE HEARING NO NOTICE THEY NOT ONLY GOT THE CHARGING LIEN THEY GOT A MONEY JUDGMENT, THEY'VE GOT TWO THINGS, NOW, WE HAVE -- THERE IS A WHOLE LINE OF CASES THAT SAYS THAT A ON ME JUDGMENT CANNOT BE -- A MONEY JUDGMENT CANNOT BE MADE WITHOUT NOTICE IF NOTICE AS TO MON JUDGMENT THERE WAN BE NO MONEY JUDGMENT WHERE THERE IS NO RES, ON WHICH TO PLACE CHARGING LIEN IF YOUR HONORS!!!\$!!!!!!! HONORS, FIND, THAT -- SOMETHING PLOT TO CURED, NOT SAVED NOT RECOVERED BY THE ATTORNEY CANNOT BE THEN THE RES ON WAY CHARGING LIEN CAN BE PLACED IF YOUR HONORS FIND I WANT CANNOT BE A CONTRACT CANNOT VOID, SINCLAIR!!!\$!!!!!!! SINCLAIR, AND THE DEFICIENT!!!\$!!!!!!! DEFICIENT -- PARDON ME YOUR HONOR, THE DEFINITIONAL REQUIREMENTS OF SINCLAIR, THEN THEY STILL HAVE GOT THEIR MONEY JUDGMENT, AND THE CASES SHOW THAT WHERE THE CHARGING LIEN WAS IMPROPER!!!\$!!!!!!! IMPROPERLY IMPOSED IMPOSED ON THINGS THAT WERE NOT WERE NOT SUFFICIENT THE MONEY JUDGMENT MUST FAIL, I HAVE FOUGHT EVERY COURT FOR THAT MONEY JUDGMENT IT HAS NOT BEEN EASY. AS THE RECORD WILL SHOW, THERE HAS BEEN A LOT OF LITIGATION ABOUT THAT. BUT I HAVE -- MAY I JUST VERY QUICKLY TAKE A FEW MOMENTS, TO SAY HOW MANY FIRSTS THIS CASE HAS THIS IS THE FIRST CASE THAT TAKES A HOSTILE VIEW OF HOMESTEAD AND WAIVER, AND I THINK IT IS VERY IMPORTANT YOUR HONOR THAT IF -- THIS COURT!!!\$!!!!!!! DOES KEEP THE LAW AS IT IS I THINK IT IS VERY IMPORTANT TO UNDO THE DAMAGE THAT HAS BEEN DONE ABOUT BY THE CONCURRING OPINION. THE CONCURRING OPINION DOESN'T DAMAGE BECAUSE THAT IS NOT THE OPINION OF THE COURT WE CAN APPRECIATE THAT.

YES, BUT THAT CONCURRING OPINION WAS TO JUSTICES THE LEAD OPINION ONE JUSTICE, AND FROM MY CONVERSATIONS WITH -- WITH COLLEAGUES AROUND THE STATE, I HAVE HAD ONE PERSON AFTER ANOTHER CALL ME TO SAY WE DON'T KNOW WHAT TO ADVICE OUR CLIENTS. WITH OUR HELP YOU HAVE EXHAUSTED ALL YOUR TIME WITH OUR HELP YOU HAVE EXHAUSTED ALL THE TIME YOU ARE ALLOWED FOR ARTICLE ARGUMENT.

YOUR HONOR MY CLOCK SAYS 46 SECONDS.

YOU ARE OVER BY THE AMOUNT.

I'M OVER? YES.

I THANK THE COURT VERY MUCH.

OKAY MR. LEVY.

PLAY IT PLEASE THE COURT JUSTICE PR ENTE TO SPECIFICALLY ANSWER YOUR QUESTION ON THE MORTGAGE PAGE 77 OF THE TRANSCRIPT, QUESTION, WHY DIDN'T YOU TELL US -- THAT TO MY CLIENT ANSWER BY SCOMLAIMS WHY DIDN'T HE ASK ME ONE QUESTION ABOUT THIS AGREEMENT NOM ON THE THAT YOUR BROTHER PROMISE TO DO GIVE ME MORTGAGE ON HIS HOUSE I CERTAINLY DIDN'T HAVE TO WORRY ABOUT THAT THE ATTORNEY TMENT -- TESTIMONY ON SEVERAL OCCASIONS HE PROMISED INSCRUTINIZEDABLE FACT SHE DID NOT GET ONE, BUT THAT IS SPECIFIC ANSWER TO THE ARE ATTORNEYS RELYING ON THIS CONCURRING OPINION, TO ASSUME THAT WAIVER IS PROPER IN THIS STATE NOW?

BEING THAT THE CON-- WOULD I I WOULD FIND THAT TO BE VERY DUBIOUS PROPOSITION, BEING THAT THEY SPECIFICALLY SAID AWAY WOULD WAIVER IF WE HAD A CLEAN SLATE RIDING OUT BUT WE HAVE CARTER OTHER CASE I DON'T THINK, SO I DON'T THINK SO AT ALL, THAT WAS THE ENTIRE REASON WHY MY MAJORITY BELOW DE-- BECAME CONCURRING OPINION ON REWRITE. WITH OUR ASSISTANCE YOU HAVE EXHAUSTED ALL OF YOUR TIME, MR. LEVY THANK YOU VERY MUCH.

THANK YOU YOUR HONOR.

TANK BOTH OF YOU WE HOPE THAT IT WAS NOT SUCH A TRAUMATIC EXPERIENCE FOR YOU TO APPEAR HERE, YOU DID FINE, WE THANK BOTH OF YOU MR. LEAVY THANK YOU FOR YOUR NORMAL GOOD JOB, SO, WE WILL MOVE TO OUR NEXT CASE,