>> ALL RISE.
SUPREME COURT OF FLORIDA NOW IN
SESSION, PLEASE BE SEATED.
WE NOW TAKE THE THIRD CASE, THE
NATIONAL ASSOCIATION VERSUS
ELIZABETH ANTHONY-IRISH.
MAY IT PLEASE THE COURT, MY NAME
IS MATTHEW CONIGLIARO ON BEHALF
OF THE PETITIONER, U.S. BANK.
A JUDGMENT ENTERED WITHOUT
SUBJECT MATTER JURISDICTION IS
VOID.
THE FIFTH DISTRICT AVOIDED
DECLARING THE DISMISSAL ORDER IN
THIS CASE AVOID BY REDEFINING
SUBJECT MATTER JURISDICTION IN A
WAY THAT CONFLICTED WITH A
CENTURY OF CASE LAW.
SUBJECT MATTER JURISDICTION IS
NOT A YES OR NO QUESTION
REGARDING WHETHER OR NOT A COURT
HAS AUTHORITY TO HEAR A TYPE OF
CASE.
IT INCLUDES MULTIPLE ASPECTS.
IT BEGINS WITH A PLEADING THAT
RAISES ISSUES THAT ASKS FOR SOME
TYPE OF RELIEF.
>> ON THAT ASPECT, HOW DOES THAT
SQUARE WITH OUR DECISION?
>> I AM SORRY?
>> THE POINT ABOUT WHAT IS ASKED
FOR, HOW DOES THAT SQUARE WITH
OUR DECISION?
>> THE COURT ESSENTIALLY DID
WHAT THE COURT SAID LONG AGO IN
MALONE WHICH IS RECOGNIZED
SUBJECT MATTER JURISDICTION DOES
NOT DEPEND ON THE SUFFICIENCY OF
THE ALLEGATIONS.
SUBJECT MATTER JURISDICTION IS
ABOUT THE POWER OF THE COURT AND
THERE ARE CERTAIN BASIC ASPECTS
THAT DEFINE THE POWER OF THE
COURT.
SO WHAT THE COURT SAID IN LOVE
IT WAS WHEN CERTAIN PLEADINGS
ARE FILED, CERTAIN RELIEF IS
REQUESTED TO GO BEYOND THOSE
MATTERS INTO SOMETHING
DIFFERENT.

TO EXCEED THE COURT'S SUBJECT
MATTER JURISDICTION AND A
JUDGMENT ON SUCH OTHER MATTERS
WOULD BE VOID.
THE COURT WAS DEALING WITH A
CIRCUMSTANCE WHERE THE PLEADING
ARGUABLY DID NOT STATE CAUSE OF
ACTION, RELIEF WAS REQUESTED,
THERE WAS A DEFAULT, RELIEF HAS
BEEN ORDERED CONSISTENT WITH
WHAT WAS REQUESTED.
IF THERE IS ERROR IN THAT
DECISION, THEN THAT SIMPLY --
>> LET ME ASKS.
>> THE COURT SAID THAT WAS NOT
ERROR.
>> HOW DID WE REASON OUR WAY TO
THAT CONCLUSION.
>> CONSISTENT WITH WHAT THE
COURT SAID LONG AGO, THE COURT
REASONED THE SUFFICIENCY OF THE
ALLEGATIONS DOES NOT DETERMINE
AVOIDANCE.
HOWEVER, THE RELIEF THAT IS
REQUESTED CAN DETERMINE, IT
PLAYS AN INTEGRAL ROLE IN
SUBJECT MATTER JURISDICTION.
IN THIS CASE THE RELIEF THAT WAS
REQUESTED OF THE TRIAL COURT AS
THE TRIAL COURT CONSTRUED THIS
HANDWRITTEN LETTER WAS TO VACATE
THE JUDGMENT IN FAVOR OF U.S.
BANK.
>> A SUMMARY JUDGMENT, CORRECT?
>> YES, YOUR HONOR.
>> WHAT DID THE TRIAL JUDGE DO
OTHER THAN ENTER THE SUMMARY
JUDGMENT?
WAS THERE A RETENTION OF
JURISDICTION IN THE ORDER?
>> THE REGINALD JUDGMENT RETAIN
JURISDICTION FOR ENTERING A
DEFICIENCY JUDGMENT.
>> IT SAID TO ENTER ORDERS THAT
ARE PROPER INCLUDING DEFICIENCY.
IT DOESN'T SAY IT WAS LIMITED IN
WHAT THOSE FURTHER ORDERS WOULD
BE.
RIGHT AFTER THAT WAS IN ORDER TO
GO TO MEDIATION.

WE WERE HERE NOT BECAUSE --
MAYBE U.S. BANK COULD HAVE
OBJECTED TO MEDIATION AND SAY I
HAVE MY FINAL SUMMARY JUDGMENT,
I DON'T MEAN MEDIATION.
WE ARE TALKING ABOUT SOMETHING
YEARS LATER THAT IS BEING
OBJECTED TO.
IS THAT DIFFERENT FROM A POSTURE
OF SAYING IN THEIR CONTINUING
JURISDICTION ORDERED MEDIATION.
>> THERE ARE MULTIPLE VOLUMES IN
THIS CASE.
>> THERE IS NO SUBJECT MATTER,
WHAT JUSTICE QUINCE WAS TALKING
ABOUT, THE FINAL SUMMARY
JUDGMENT, IT PROVIDED THEM TO
ENTER INTO A DEFICIENCY
JUDGMENT.
DOESN'T IT ALSO SAY TO ENTER
FURTHER ORDERS AS ARE PROPER?
>> IT IS COMMON IN FORECLOSURE
ACTIONS, NOT TO DESTROY A FINALE
OR LEAVE THE DOOR OPEN FOR THE
COURT TO ENTER ANY WATER IT
WOULD LIKE ON ANY SUBJECT.
>> LET'S START WITH WHAT
HAPPENED AFTER THE JUDGMENT WAS
ENTERED.
THE COURT SOME DAYS LATER
ORDERED MEDIATION.
YOUR CLIENT FELL, EXECUTABLE,
AND UNDERSTAND THE SALE DATE.
CORRECT?
>> YES.
>> AT THAT POINT SHOULD YOUR
CLIENT HAVE FILED SOMETHING,
THIS CASE IS RESOLVED,
SOMETHING.
THE COURT DIDN'T HAVE THE
AUTHORITY TO DO THAT.
DID THE COURT HAVE THE AUTHORITY
TO DO THAT?
>> WE MAINTAIN IT DID NOT.
>> OF THE COURT DID NOT HAVE THE
AUTHORITY TO ENTER THAT ORDER
CONCERNING MEDIATION, SHOULD THE
CLIENT HAVE FILED SOMETHING
TELLING THE COURT MEDIATION IS
NOT APPROPRIATE, WE ALREADY HAVE

OUR FINAL JUDGMENT, THE SALE IS
SET FOR SUCH AND SUCH BUT NONE
OF THAT HAPPENS, CORRECT?
>> YOUR HONOR IS CORRECT.
TWO RESPONSES.
FIRST OF ALL IT IS COMMON IN
THESE TYPES OF CASES FOR THE
PARTIES TO BE WILLING TO TALK
AND THAT HAPPENED IN THIS CASE
AND THAT RESULTED IN THE
FORECLOSURE SALE BEING CANCELED.
>> AT YOUR CLIENT'S REQUEST.
AND THE MEDIATION THAT WAS
HELPED.
ALTERNATELY EVEN IF THE
MEDIATION ORDER WAS IN THE
COURT'S AUTHORITY THERE ARE
STILL TWO MORE FUNDAMENTAL
SUBJECT MATTER JURISDICTION
LEVEL FLAWS WITH THE DISMISSAL
ORDER IN THIS CASE.
THE FIRST IS IT WENT BEYOND THE
RELIEF THAT WAS REQUESTED BY
PLEADING, THE LETTER CONSTRUED
TO BE A MOTION.
SECOND, THAT LETTER CAME MORE
THAN ONE YEAR AFTER THE 1.5403
TIME PERIOD.
>> WHAT IS CONFUSING TO ME IS
TYPICALLY WHEN YOU HAVE A CIVIL
CASE LIKE THIS WHERE YOU HAVE A
MEDIATION, AN AGREEMENT,
TYPICALLY THAT AGREEMENT SAYS
OKAY, THIS IS THE DEAL BETWEEN
THE PARTIES, THIS IS THE
CONTRACT, THIS CASE IS OVER, YOU
HAVE A DISMISSAL AND ANY
REMEDIES BY EITHER PARTY WILL BE
ENFORCEMENT OF THE CONTRACT.
WHY DIDN'T THAT HAPPEN HERE?
>> WE NEVER GOT TO THAT POINT IN
THIS CASE.
THE UNDERSTANDING WAS REACHED IN
MEDIATION HOW THINGS WOULD
PROCEED AND AS THE RECORD SHOWS
THINGS FELL APART AFTER THAT.
>> DIDN'T THE RECORD INDICATE
THERE WAS AN AGREEMENT BETWEEN
PARTIES, THE DOCUMENT ITSELF WAS
NOT FILED WITH THE COURT?

THAT IS WHAT I READ.
IS THAT INCORRECT?
>> BOTH OF THOSE STATEMENT ARE
CORRECT BUT THERE IS MORE TO THE
STORY.
THE AGREEMENT WAS WHAT YOU WOULD
CALL AN AGREEMENT TO AGREE.
AND AGREEMENT TO PROCEED THAT
SHE WOULD APPLY FOR SOME RELIEF
THAT COULD REDUCE HER MONTHLY
PAYMENT AND WE WOULD STOP THE
SALE AND ALLOW THAT TO HAPPEN
AND SEE WHAT CAME OUT.
>> WAS THERE AN AGREEMENT OR
NOT?
WAS THERE AN ENFORCEABLE
AGREEMENT BETWEEN THE PARTIES?
>> THERE WAS -- I WILL ANSWER
YES, YOUR HONOR.
THERE WAS AN AGREEMENT TO
CONTINUE THIS.
>> DID THE ENFORCEABLE AGREEMENT
BETWEEN THE PARTIES SPEAK TO
DISMISSAL OF THE ACTION?
>> THAT IS THE KEY POINT.
IT WAS NOT A SITUATION WHERE AT
SOME MEDIATION PARTIES RESOLVED
THIS MATTER.
IT IS NOT WHAT HAPPENED AT ALL.
>> THE FURTHER PROBLEM IN THE
CONTEXT HERE, BREAKING DOWN, THE
BANK DISAPPEARS FROM THIS
PROCESS AT A CERTAIN POINT.
>> WE HAVE HAD TROUBLES WITH
COUNSEL.
>> I UNDERSTAND THAT.
BANKS HAVE RESPONSIBLY IS LIKE
OTHER LITIGANTS, ONE OF THE
RESPONSIBILITIES IS TO PAY
ATTENTION TO WHAT IS GOING ON,
TALKING ABOUT HOW LONG THE PARTY
WAITED TO DO SOMETHING.
HOW DID THE BANK WAIVE, WHAT THE
BANK IS CHANGING.
>> IT TAKES TIME TO APPRECIATE
WHAT HAPPENED.
WE CAME FORWARD WITH ONE PINE
540.
THE DISMISSAL OR WAS WIDE.
>> WHEN YOU APPRECIATE WHAT

HAPPENED, PAY ATTENTION TO WHAT
HAPPENED.
MAYBE THAT IS COUNSEL'S FAULT,
NOT YOURS.
THE PEOPLE WORKING FOR THE BANK
AND RESPONSIBLE TO THE BANK,
JUST DROPPED IT.
TALK ABOUT THE FINALITY OF
JUDGMENT AND INTEREST IN THE
FINALITY OF JUDGMENT, YOU TALK
ABOUT THAT AND IT RINGS HOLLOW
WHEN YOU ARE COMING IN THESE
MANY YEARS LATER TO CHALLENGE
THAT.
IN THAT CONTEXT LET ME ASK YOU
ABOUT SECTION 702.07 AND HOW
THAT PLAYS IN, NOT SOMETHING
THAT HAS BEEN TALKED ABOUT.
IT IS IN THE STATUTE AND IT
SEEMS LIKE IT MIGHT HAVE
POSSIBLE RELEVANCE TO THE CORE
ISSUE OF ACTIONS TAKEN BY THE
CIRCUIT COURT.
>> ULTIMATELY IT SHOULD NOT.
THE ONLY CASE LAW TO DISCUSS
THAT STATUTE IN THIS CONTEXT,
THE CASE LAW MADE CLEAR.
>> THAT IS NOT OUR CASE.
I'M MORE INTERESTED IN TALKING
ABOUT THE TEXT OF THE STATUTE.
>> THE COURT HAS JURISDICTION
AND CONNECT ON FORECLOSURE
MATTERS.
>> UNTIL A SALE OCCURS.
NO TIME LIMIT AT ALL.
IF IT IS BEFORE THE SALE YOU CAN
ARGUE ABOUT WHAT CONSTITUTES THE
SALE, NO QUESTION, NOTHING
HAPPENED THAT COULD BE
CHARACTERIZED AS THE SALE.
>> KNOW, YOUR HONOR.
NOTHING HAPPENED THAT COULD BE
CHARACTERIZED AS THE SALE.
WHAT WE HAVE IS 1.540 WHICH
PROVIDES THE MECHANISM FOR
GETTING RELIEF FROM JUDGMENT AND
THE STATUTE --
>> SINCE WHEN DO RULES OF COURT
CHANGE THE SCOPE OF STATUTE?
>> THEY DON'T CHANGE THE SCOPE

BUT WHAT THEY DO IS PUT
CONSTRAINTS ON HOW THINGS
OPERATE AND --
>> SUBSTANTIVELY?
SUBSTANTIVE CONSTRAINTS?
SUBSTANTIVE CONSTRAINTS ON A
STATUTE ENACTED BY THE
LEGISLATURE?
>> RULE OF COURT CAN PLACE A
SUBJECT MATTER JURISDICTION
CONSTRAINTS ON A COURT IN THE
SENSE OF THE TIME LIMIT WHICH IS
WHAT 1.540 DOES HERE.
IT CREATES A 1-YEAR TIME LIMIT
AND THAT TIME LIMIT WAS
EXCEEDED.
ALSO CASES AND JURISPRUDENCE
MADE CLEAR, THE TRIAL COURT IS
SUBJECT MATTER JURISDICTION TO
ADDRESS 1.540 MOTION.
AND THEN ORDER WAS VACATED, THE
CASE PROCEEDED TO AN ENTIRE NEW
JUDGMENT, AND THE APPELLATE
COURT REALIZED WHAT HAPPENED WAS
THE ORIGINAL 1.540 DECISION WAS
WITHOUT JURISDICTION AND SET
ASIDE EVERYTHING TO REINSTATE
THE JUDGMENT, THE TIME COMPONENT
OF 1.540 SHOULD CONTROL HERE.
>> EVEN IF THE LEGISLATURE SAYS
THE COURT HAS JURISDICTION TO
ISSUE ORDERS, TO VACATE THE
FORECLOSURE UNTIL THE SALE HAS
OCCURRED?
I AM STRUGGLING TO UNDERSTAND
HOW THE RULE OF COURT, THE
LIMITATION IN THE RULE OF COURT
CAN OVERRIDE WHAT THE
LEGISLATURE HAS PROVIDED.
THERE MAY BE QUESTIONS BUT ON
THE FACE OF IT SEEMS TO ME, I
STRUGGLING WITH THE CONCEPT
BECAUSE IT GOES AGAINST THE
GENERAL FRAMEWORK THAT OUR RULES
OF COURT ARE PROCEDURAL.
AND THE LEGISLATURE IS CHARGED
WITH SUBSTANCE HERE PROVIDING
FOR THE EXTENDED JURISDICTION IN
A PARTICULAR CATEGORY OF CASE,
ESSENTIALLY TO ME THIS SORT OF

THING THE LEGISLATURE COULD DO.
>> I BELIEVE THE COURT CAN ADOPT
RULES OF PROCEDURE THAT ALLOW A
TIME LIMIT LIKE WHAT WE HAVE
HERE AND SECOND EVEN IF THAT IS
NOT THE CASE THE NOTICE --
>> I'M NOT QUESTIONING THE
VALIDITY OF OUR RULE BUT THE
APPLICATION OF IT IN A CONTEXT
WHERE THE LEGISLATURE HAS MADE
SOME CONTRARY PROVISION.
>> I APPRECIATE THAT BUT EVEN
WITH AN APPLICATION HURDLES
BECAUSE OF THE CONCERNS YOUR
HONOR HAS REFERENCED THAT
DOESN'T CHANGE THE NOTICE
PROBLEM, WHETHER THE STATUTE
PROVIDES JURISDICTION TO SET
ASIDE THE JUDGMENT OR DISMISS
THE ACTION OR WHATEVER, THERE
STILL MUST BE A PLEADING THAT
COMES IN, THE MOTION WAS
EFFECTIVELY A PLEADING THAT
COMES IN, PUTS IN OUR CASE THE
BANK ON NOTICE IS A POTENTIAL
OUTCOME -- A POTENTIAL OUTCOME.
IF SOMEONE DID SEE THIS AND MADE
A CONSCIOUS DECISION TO THINK
I'M NOT GOING TO GET INVOLVED.
JUDGES CONSTRUED THIS TO BE A
MOTION TO SET ASIDE THE JUDGMENT
AND IF THAT HAPPENS WE WILL DEAL
WITH IT.
>> I DON'T SEE HOW THAT IS
DIFFERENT THAN IF SOMEBODY GOT A
COMPLAINT AND STATED THE CAUSE
OF ACTION, I'M GOING TO IGNORE
IT.
I DON'T UNDERSTAND WHY THAT
WOULD BE DIFFERENT.
YOU CAN'T DO THAT.
>> CERTAINLY THE SECOND PART IS
CORRECT, YOUR HONOR, UNDER CASE
YOU CAN'T DO THAT.
IF YOU EVER NO NOTICE IN THIS
CASE OF NOT JUST THE FINAL
JUDGMENT BEING SET ASIDE BUT THE
ACTUAL ACTION BEING ENTIRELY
DISMISSED.
>> THAT SEEMS ENTIRELY

APPROPRIATE WITH NOTION
MEDIATION AGREEMENT CONCLUDED.
THAT IS IT WHAT HAPPENS AT THIS
TYPICALLY IN THIS CASE IS.
IF YOU WANT TO FILE SOMETHING
DIFFERENT ON ENFORCEMENT OF
AGREEMENT FILE THAT.
FILE THAT IF YOU WANT TO
FORECLOSE THAT.
FILE THAT WHY ARE WE HERE?
WHY DID YOU HAVE TO GO BACK TO
THE GET TO THE ORIGINAL ACTION
INSTEAD OF FILING SOMETHING
ELSE?
>> PRACTICAL ANSWER IS WHAT THE
COURT DID BY WIPING OUT THE
ACTION.
IF THE COURT READS THE ORDER YOU
WILL SEE THERE IS ESSENTIALLY
BRINGING MISS ANTHONY-IRISH
CURRENT, WIPING OUT ALL DEFAULTS
THAT HAPPENED ALONG THE WAY.
NOT SIMPLY IF THE ACTION WAS
NEVER FILED.
THAT IS NOT WHAT HAPPENED HERE.
THIS WAS A MUCH MORE BURDENSOME
ORDER.
WHY WE LEARNED THAT WHY WE CAME
IN WITH THE MOTION WITH SET
ASIDE.
>> ORDER SUBSTANTIVELY CHANGED
THE AMOUNT OF RELIEF THE BANK
COULD OBTAIN FOR A FEW YEARS
WHEN THEY WERE IN DEFAULT?
>> ABSOLUTELY.
NONE OF THAT WAS NOTICED TO US
THROUGH WHAT HAPPENED HERE AND
BECAUSE OF THAT THERE IS A LACK
OF SUBJECT MATTER JURISDICTION.
>> I KNOW YOU'RE INTO YOUR
REBUTTAL TIME, SOMETHING I'M
CURIOUS ABOUT.
IT IS CURIOUS THAT THE DOCKET
SHEET REFLECTS MEDIATION WAS
ORDERED AT THE SUMMARY JUDGMENT
HEARING AND THAT CAUSES ME TO
QUESTION WHAT WOULD, HOW WOULD
YOU VIEW THIS IF THE ORDER THAT
WAS ENTERED SAID I'M ENTERING A
FINAL SUMMARY JUDGMENT BUT I'M

ALSO ORDERING MEDIATION, THE
PARTIES SHOULD GO TO MEDIATION.
WHAT WOULD YOU--
>> WE WOULD NOT DISCUSS
MEDIATION IN OUR BRIEFS BUT
WOULD MAINTAIN THE NOTICE
ARGUMENT, THE SCOPE ARGUMENT AND
THE TIMING ARGUMENT AND FOR BOTH
OF THOSE REASONS THERE IS A LACK
OF SUBJECT MATTER JURISDICTION
UNDERLYING THE DISMISSAL ORDER
IN THIS CASE.
>> WOULD THAT MAKE IT A
NON-FINAL ORDER IF IT--
>> IF IT ORDERED MEDIATION?
>> UH-HUH.
>> I BELIEVE SO, YOUR HONOR.
THE TEST OF FINALITY WOULD STILL
BE SATISFIED.
IT IS UNDERSTANDABLE THAT A
COURT OR THE PARTIES WOULD WANT
TO MEDIATE.
AUTHORITY IS DIFFERENT ISSUE.
IF I COULD SAVE MY TIME.
>> YOU'VE BEEN TALKING ABOUT
LACK OF NOTICE.
I WANT TO BE CLEAR, MAKE SURE I
UNDERSTAND ON ONE POINT.
YOU'RE NOT CONTENDING YOU DID
NOT RECEIVE NOTICE OF THE ORDER
OF--
>> NO, YOUR HONOR.
>> THE TRIAL COURT YOU'RE TRYING
TO GET SET ASIDE FOUR YEARS
AFTER IT WAS ENTERED.
>> NO, YOUR HONOR.
>> YOU GOT NOTICE OF THAT.
ORDINARILY WHAT PARTIES DO WHEN
THEY GET AN ORDER LIKE THAT THEY
THINK IS IRREGULAR OR ILLEGAL OR
ANYTHING LIKE THAT, THEY FILE AN
APPEAL.
ISN'T THAT CORRECT?
>> ORDINARILY, YOUR HONOR.
>> OKAY.
>> IF I COULD JUST CLARIFY.
WHEN I SAY NOTICE, RELIEF BEYOND
THE SCOPE OF THE PLEADINGS IN
ESSENCE.
>> WE HAVE USED UP SOME OF YOUR

TIME.
I WILL AFFORD YOU THE FOUR
MINUTES YOU REQUESTED FOR
REBUTTAL.
>> THANK YOU.
>> MAY IT PLEASE THE COURT.
GOOD MORNING.
I'M JOE EAGLETON WITH BRANIK AND
HUMPHRIES HERE FOR THE
RESPONDENT ELIZABETH ANTHONY.
WE THINK WE TOUCHED ON TWO
SEPARATE BUT INDEPENDENT REASONS
WHY WE THINK THE TRIAL COURT
HERE WAS CORRECT TO DENY THE
BANK'S MOTION TO COLLATERALLY
ATTACK THIS ORDER FOUR YEARS
AFTER IT WAS ENTERED THE FIRST
IS RECOGNIZED BY THE FIFTH
DISTRICT WHICH IS THAT THE TRIAL
COURT'S ORDER IS NOT FOR CAPITAL
M SUBJECT MATTER JURISDICTION, I
WANT TO GET TO THAT.
BUT THE FIRST REASON THE TRIAL
COURT WAS CORRECT HERE IS
BECAUSE INITIALLY BACK IN 2011
THE TRIAL COURT STILL RETAINED
BROAD POST-JUDGMENT AUTHORITY
HERE TO DO EXACTLY WHAT IT DID
WHICH WAS AS PART OF ITS
EQUITABLE POWER, PARTICULARLY IN
THE FORECLOSURE CONTEXT, THERE
IS LOTS OF THINGS A TRIAL COURT
MIGHT BE DOING, DESPITE THE FACT
OF JUDGMENT OF FORECLOSE HAS
BEEN ENTERED.
IN FACT THE FINAL SUMMARY
JUDGMENT, IS FIRST STEP IN LONG
PROCESS THAT MIGHT CULMINATE IN
THE SALE OF THE PROPERTY.
WE KNOW FOR EXAMPLE, THAT THE
TRIAL COURT HAD THE POWER AT THE
PANG'S REQUEST TO CANCEL OR
RESET THE SALE OF THE PROPERTY.
WE KNOW THE TRIAL COURTS MAY
ISSUE WRITS OF POTENTIAL MAYBE
INVOLVED IN DISPUTES ABOUT
DISCOVERY OVER THE PROPERTY THAT
IS THE SUBJECT OF THE FINAL
JUDGMENT OF FORECLOSURE.
WE KNOW AS YOU POINTED OUT,

JUSTICE CANADY, THE LEGISLATURE
CLEARLY HAS INTENDED UNDER
702.07 FOR TRIAL COURTS IN
FORECLOSURE ACTIONS IN
PARTICULAR TO HAVE THE BROADEST
POSSIBLE AUTHORITY TO ACT IN
EQUITY ALL THE WAY UP THROUGH
THE SALE OF THE PROPERTY.
AND SO HERE, WHAT WE HAVE WAS
THE TRIAL COURT AT THE SAME
HEARING WHERE IT ENTERED THIS
AND SIGNED THIS SUMMARY FINAL
JUDGMENT CLEARLY CONTEMPLATING
THAT THE PARTIES WOULD GO TO
MEDIATION TO DISCUSS A GLOBAL
RESOLUTION TO THE FORECLOSURE.
WHAT THEY AGREED ON WAS THAT
POLICE ANTHONY WOULD APPLY FOR
THIS PROGRAM THAT COULD MODIFY
HER LOAN, TO TRY TO ALLOW HER TO
STAY IN THE HOUSE AND MAKE SOME
REDUCED PAYMENTS.
SHE DID WHAT THE AGREEMENT
REQUIRED HER TO DO AND IT TURNS
OUT THAT SHE WAS NOT ELIGIBLE
FOR THIS PROGRAM.
SO SHE WENT BACK TO THE TRIAL
JUDGE AS PART OF THE JUDGE'S
CONTINUING POST-JUDGMENT
AUTHORITY TO SUPERVISE THIS
FORECLOSURE CASE AND SHE SAID,
JUDGE, THEY TOLD ME TO APPLY FOR
THIS PROGRAM AND NOW THEY'RE
TELLING ME I'M NOT ELIGIBLE.
AND THE BANK SAID, WELL,
REAPPLY, CONTINUING MAKING
REDUCED PAYMENTS.
SO SHE DID THAT.
AND AGAIN SHE WAS TOLD THAT SHE
WAS NOT ELIGIBLE.
SO AGAIN SHE REACHED OUT TO THE
JUDGE, SHE SAID, WHAT AM I
SUPPOSED TO DO?
AND AT THAT POINT--
>> WE UNDERSTAND.
SHE WAS PRO SE THROUGHOUT THIS,
EVEN AT THE FIFTH DISTRICT?
>> YES, YOUR HONOR.
>> SO WHAT LAWYER MIGHT HAVE
DONE ON HER BEHALF, AS FAR AS

THE TYPE OF MOTION WAS, SHE DID
IT IN BEST WAY SHE KNEW HOW.
>> RIGHT.
SHE WAS WRITING BASICALLY
LETTERS TO THE JUDGE.
>> BUT NOT COPYING THE OTHER
SIDE?
>> CORRECT.
>> SHE WAS NOT SENDING COPIES OF
WHAT SHE WAS SENDING TO THE
JUDGE, TO THE BANK?
>> SHE WAS NOT.
THERE IS NO DISPUTE, WHEN THE
JUDGE RECEIVED THOSE LETTERS, HE
PROPERLY NOTICED THE BANK THAT
HE WAS GOING TO HOLD A HEARING.
I DON'T THINK THERE IS ANY
DISPUTE THAT THE BANK KNEW THAT
A HEARING WAS BEING SET TO
ADDRESS THE ISSUES THAT WERE
PART OF HER LETTER.
>> WAS THERE A CERTIFICATE ON
THE-- IS THE CLAIM THEY LACK
NOTICE?
I'M JUST TRYING TO MAKE SURE--
YOU'RE FIRST ADDRESSING WHETHER
THERE WAS CONTINUING
JURISDICTION?
>> RIGHT.
>> YOUR ARGUMENT THERE IS BOTH
THE ORDER BUT ALSO THE STATUTE
THAT JUSTICE CANADY POINTED OUT
BUT DID EITHER SIDE MENTION THAT
STATUTE?
>> NO, IT WAS NOT PART OF THE
BRIEFING HERE BUT IT IS
CONSISTENT AND THE JUDGE
REFERENCED IN THE STERLING
FACTORS CASE WE CITED IN THE
BRIEF.
THE STATUTE HASN'T BEEN TALKED
ABOUT A LOT IN THE CASE LAW BUT
WE CERTAINLY KNOW THE
LEGISLATURE ENVISIONED BROAD
POWERS OF THE TRIAL JUDGE IN THE
POST-JUDGMENT FORECLOSURE
CONTEXT.
BUT, I MEAN THERE IS NO DOUBT
THAT THE BANK KNEW THAT THIS WAS
GOING ON OR CERTAINLY SHOULD

HAVE KNOWN THAT THIS CASE WAS
GOING ON.
IT IS THEIR LAWSUIT.
THERE IS NO CLAIM IN THE RECORD
NOW AS FAR AS I CAN TELL THAT
THEY DIDN'T KNOW ABOUT THESE
HEARINGS, THAT THE TRIAL JUDGE
WAS SETTING TO ADDRESS THE
ISSUE.
AND IF THERE WAS, AND THIS MAYBE
GOES TO THE SECOND POINT BUT YOU
KNOW IT IS VERY DIFFICULT FOUR
YEARS LATER TO GO BACK TO TRY TO
RECONSTRUCT EXACTLY WHAT
HAPPENED WHICH IS PRECISELY WHY
THESE CLAIMS OF ERROR SHOULD
HAVE BEEN DEALT WITH IN 2011 IN
THE TRIAL COURT AND IF
NECESSARY, IN THE FIFTH DISTRICT
BECAUSE THEY COULD HAVE BEEN
CORRECTED THE THAT TIME.
MAYBE THE JUDGE COULD HAVE HELD
ANOTHER HEARING.
MAYBE THERE COULD BE A LIMITED
REMAND.
IF THERE WAS ANY ERROR IT COULD
HAVE BEEN DEALT WITH THEN, BUT
WHAT THE BANK CAN'T DO, COME IN
FOUR YEARS AFTER THE FACT AND
SAY, OH, WELL THERE WAS THIS
PROCEDURAL MESS-UP AT THE TRIAL
LEVEL.
AND NOW WE GET A DO-OVER.
>> THEY'RE SAYING THAT THE JUDGE
NEVER HAD SUBJECT MATTER
JURISDICTION TO DO ANYTHING
AFTER THE FINAL JUDGMENT WAS
ENTERED, SUMMARY JUDGMENT?
>> BASICALLY YES.
>> THAT IS WHAT THEY HAVE TO GET
TO.
>> RIGHT.
AS THE DISTRICT POINT THE OUT
THAT IS ONLY POSSIBLE BASIS THEY
HAVE FOUR YEARS LATER TO CLAIM
CAPITAL M, CAPITAL S SUBJECT
MATTER JURISDICTION SUBJECT
MATTER.
ONLY THING THAT WOULD ALLOW YOU
TO COME ALONG YEARS AFTER THE

FACT AND UNDO AN ORDER YOU
FAILED TO DILIGENTLY PURSUE AND
CHALLENGE AT THE TIME THE ORDER
WAS ENTERED.
>> THE ARGUMENT UNDER THE
STATUTE AND CASE LAW, THEY HAVE
THE JUDGE RESERVES JURISDICTION,
IS CONTINUING JURISDICTION TO
ENTER ORDERS AS ARE APPROPRIATE.
SO IT IS REALLY.
AGAIN, WOULD YOU ADDRESS WHY
THEIR ARGUMENT THERE IS NO
SUBJECT MATTER JURISDICTION
BECAUSE THE FINAL JUDGMENT WAS
LIMITED WHAT IT PRESERVED?
>> WELL, SO I THINK THAT, IT IS
CLEAR THE COURT HAD SOME KIND OF
POST-JUDGMENT POWER.
SO THE WAY THAT I CONSTRUE THEIR
ARGUMENT IS TO SAY THE
PARTICULAR THING THAT THE COURT
DID WHEN EXERCISING ITS
POST-JUDGMENT POWER HERE WAS
OUTSIDE THE SCOPE OF WITH THAT
POWER AND AUTHORITY WAS, AND
THEY HAVE CHARACTERIZED THAT AS
A LACK OF SUBJECT MATTER
JURISDICTION.
AND, AND I SIMPLY DON'T THINK
THAT IS SUPPORTED BY THE CASE
LAW AT ALL.
BECAUSE WHAT WE'RE TALKING ABOUT
IS WHETHER THE TRIAL COURT WAS
RIGHT OR WRONG.
IT'S CLEAR THAT THE COURT, THAT
THERE WERE ISSUES THAT REMAINED
IN DISPUTE TO STILL DEAL WITH
POST-JUDGMENT.
THE SALE HADN'T BEEN HELD YET.
IT IS CLEAR THE TRIAL COURT
COULD CANCEL THE SALE.
IT IS CLEAR THERE WERE LOTS OF
THINGS THE TRIAL COURT COULD
HAVE DONE.
THEY'RE SAYING THIS PARTICULAR
THING THAT THE TRIAL COURT DID
WAS NOT WITHIN ITS POWER OR
AUTHORITY.
AND, FOR THE REASONS WE'VE
TALKED ABOUT WE DISAGREE WITH

THAT, BUT EVEN IF THEY'RE
CORRECT, THEY HAD REMEDIES AT
THE TIME TO DEAL WITH THAT.
THAT DOESN'T MEAN THAT THE ORDER
IS VOID.
IT MIGHT BE VOIDABLE.
IT MIGHT BE ERRONEOUS.
THERE MIGHT BE BASES BACK IN
2011 FOR THEM TO GET THE FIFTH
DISTRICT TO REVERSE IT.
>> IT COULD BE GROSSLY
ERRONEOUS.
>> OF COURSE.
>> TOTALLY ILLEGAL CONTRARY TO
FIVE DIFFERENT STATUTES.
THAT DOESN'T MEAN IT'S VOID.
>> CORRECT.
ABSOLUTELY.
AND THERE COULD BE, THERE ARE IN
FACT LOTS OF ERRORS OR THINGS
THAT GO WRONG THAT
UNFORTUNATELY, IF LITIGANTS
DON'T PURSUE THEM THE WAY
THEY'RE SUPPOSED TO PURSUE THEM
OR THEY DON'T FOLLOW THE RULES,
END UP BECOMING FINAL.
THAT'S WHAT HAPPENS.
>> THIS THING, WHAT I'M
INTERESTED IN, AS FAR AS THE
FACT THAT THE SALE NEVER TAKES
PLACE.
SO IF YOU REALLY TAKE, TO ME,
WHAT THE BANK IS SAYING, EVEN IF
SHE HAD CONTINUED TO PAY AFTER
THE FINAL JUDGMENT, SOMEHOW THAT
WOULDN'T MODIFY WHAT COULD HAVE
GONE ON, ASK THE JUDGE TO SET
THE SALE.
MAYBE THEY DON'T MAKE THAT
ARGUMENT.
THAT'S TO ME WHY THIS WHOLE
THING ABOUT THE SALE NEVER TAKES
PLACE, JUSTICE POLSTON SAID
THERE IS MEDIATION.
IT IS IRREGULAR, BECAUSE WE HAD
A PROSE LITIGANT.
I'M NOT SURE DAVID STERN WAS
DURING THE TIME THIS WAS GOING
ON, BUT LOOKS LIKE THE BANK
DIDN'T REALLY DO WHAT THEY

SHOULD HAVE DONE, REDUCE THE
MEDIATION AGREEMENT, FILE IT
WITH THE COURT?
>> I GUESS WHAT I WOULD SAY,
WHAT ELSE IS THE TRIAL COURT
SUPPOSED TO DO IN THIS
SITUATION?
THERE WAS AN AGREEMENT THAT WAS
REACHED.
THE BANK WHO WAS THE ONE WHO
ASKED THE SALE TO BE CANCELED.
YOU HAVE A HOMEOWNER COMING
BEFORE THE COURT SAYING I'M
DOING EVERYTHING IN GOOD FAITH
WHAT I POSSIBLY CAN HERE, I'M
DOING WHAT THEY TOLD ME, THEY'RE
NOT LIVING UP TO THE DEAL AND
THE BANK DOESN'T SHOW UP AND
STOPS RESPONDING?
AND IN FACT THE WHOLE DEAL THAT
WAS REACHED, JUSTICE POLSTON AT
THE MEDIATION, THE PURPOSE OF
THAT DEAL WAS TO RESOLVE THE
FORECLOSURE AND ULTIMATELY END
UP DISMISSING THE CASE.
WHEN MISS ANTHONY COMES BEFORE
THE JUDGE AND SHE IS PUT UNDER
OATH AND THE JUDGE ACCEPTS HER
TESTIMONY ABOUT THE SERIES OF
EVENTS HE CAN'T LEAVE THE
FORECLOSURE JUDGMENT IN PLACE.
THE BANK COULD COME ALONG AT ANY
POINT IN TIME, WE'LL SET THIS
PROPERTY FOR FORECLOSURE SALE.
I DON'T SEE ANY CHOICE THE TRIAL
COURT HAD UNDER THESE
CIRCUMSTANCES AND CLEARLY THE
TRIAL COURT HAD CONTINUING
POST-JUDGMENT AUTHORITY TO DO
WHAT IT DID.
BUT AGAIN, EVEN IF, EVEN IF THAT
WERE NOT THE CASE, AND WE WANTED
TO QUIBBLE ABOUT WHETHER THIS
PARTICULAR ACTION WAS OUTSIDE OF
THE TRIAL COURT'S AUTHORITY,
WHAT WE'RE TALKING ABOUT IS NOT
SUBJECT MATTER JURISDICTION.
WE'RE TALKING ABOUT, I THINK
THIS IS, THE FIFTH DISTRICT
CALLED IT PROCEDURAL

JURISDICTION.
SOME TYPE OF ISSUE OR ERROR THAT
ARISES BASED ON THE PROCEDURAL
POSTURE OF THE CASE, OR THE WAY
THE ISSUE IS PUT IN FRONT OF THE
JUDGE.
BUT, IT, THERE IS NO DISPUTE
THAT THIS CASE AND THESE
LITIGANTS WERE PROPERLY IN FRONT
OF THIS COURT AND THE, THIS
JUDGE.
THERE IS NO DISPUTE THAT THE
BANK AND THE MISS ANTHONY HAD
NOTICE OF THE PROCEEDINGS.
SO AT THAT POINT IF A LITIGANT
FAILS TO PURSUE THE REMEDIES
THAT ARE AVAILABLE TO THEM AND
IF THEY DON'T--
>> TO-- THIS WAS FOUR YEARS AGO
THAT THAT HEARING TOOK PLACE?
>> IN 2011, FOUR YEARS AFTER
THE, THE ORIGINAL JUDGMENT.
>> FOUR YEARS AFTER THE
PROCEEDING.
AND THERE WAS NEVER ANY-- WELL,
LET'S SEE.
THE HOME OWNER WAS NOTICED ABOUT
THE HEARING THAT TOOK PLACE AND
THE BANK WAS NOTICED THROUGH
THEIR ATTORNEY THAT THIS HEARING
WAS GOING TO TAKE PLACE, IS THAT
CORRECT.
>> I BELIEVE THAT IS CORRECT.
THE TRIAL COURT ISSUED AN ORDER
THAT GAVE NOTICE TO--
>> THERE WAS NEVER ANY NOTICE TO
THE COURT THAT THIS WAS NOT THE
ATTORNEY OF RECORD ANYMORE OR
ANYTHING LIKE THAT?
>> AS FAR AS THE RECORD SHOWS
THE BANK JUST STOPPED
RESPONDING.
>> I'M JUST WANT TO MAKE CLEAR
BECAUSE THE BANK DID NOT COME TO
THE HEARING, CORRECT?
>> CORRECT.
>> NO ATTORNEY CAME.
NO REPRESENTATIVE OF THE BANK,
NO ONE CAME TO THAT HEARING AND
I JUST WANT TO MAKE SURE THAT

THE RECORD IS CLEAR ABOUT
SERVICE TO THE BANK?
>> AS FAR AS I CAN TELL, AND
MR. CONIGLIARO CAN CORRECT IF
I'M WRONG ABOUT THIS, AS FAR AS
I KNOW THERE IS NO CLAIM THAT
THE PANG DID NOT KNOW THIS WAS
GOING ON A AT LEAST IF THEY
DIDN'T KNOW BECAUSE IT WASN'T
THE COURT FAILED TO GIVE THEM
NOTICE.
>> THEY GAVE, THEY SAY LACK OF
SUBJECT MATTER JURISDICTION TO
ORDER MEDIATION.
THAT IS WHY IN THE FIRST ISSUE I
DON'T KNOW HOW THEY LACKED THE
ABILITY TO ORDER MEDIATION.
THE SALE HADN'T GONE ON,
ESPECIALLY IF IT HAD BEEN WITH
U.S. BANK REQUESTING IT.
THE SECOND WAS U.S. BANK NEVER
RECEIVED PROPER NOTICE OF
DISMISSAL.
TO ME IF IT IS A ISSUE OF
NOTICE, NOW WE'RE INTO WHY ARE
WE WORRYING ABOUT IT BEFORE THIS
COURT?
SO COULD YOU MAYBE ARTICULATE SO
I'M CLEAR, AND I WILL ASK
OPPOSING COUNSEL, WHAT IS THE
BASIS FOR OUR CONFLICT
JURISDICTION IN THIS CASE AS TO
WHAT THE, WHAT WAS DONE THAT'S
BY THE FIFTH DISTRICT THAT'S
CONTRARY TO OTHER DISTRICTS, IN
FORECLOSURE CASES?
>> OUR VIEW THERE REALLY IS NO
CONFLICT HERE.
I THINK THE CONFLICT ALLEGED IN
THE JURISDICTIONAL BRIEF, AS FAR
AS I CAN TELL FROM THE ARGUMENT
IS SORT OF A GENERAL CONFLICT
WITH PRINCIPLES AND STATEMENTS
ABOUT WHAT CONSTITUTES SUBJECT
MATTER JURISDICTION.
I MEAN I WOULD AGREE THERE IS,
MAYBE IMPRECISION IN THE CASE
LAW ABOUT THE USE OF THE TERM.
>> ARE THERE ANY CASES THAT ARE
ASSERTED TO BE IN CONFLICT THAT

HAVE FACTUAL SITUATIONS LIKE
THIS OR CLOSE TO THIS?
>> I DON'T BELIEVE SO, CHIEF
JUSTICE CANADY.
>> EVEN THOUGH THERE ARE THESE
KIND OF BROAD STATEMENTS?
I, WOULD YOU AGREE WITH THE
CHARACTERIZATION OUR
JURISPRUDENCE OF RELATED TO
WHAT'S VOIDABLE VERSUS VOIDABLE
IS NOT BEING ABSOLUTELY CLEAR?
>> YES.
I THINK THAT'S A FAIR
CHARACTERIZATION OF IT.
I THINK THAT SOME COURTS HAVE
RECOGNIZED THAT.
IN FACT JUDGE EMUS NOTED IN THE
HENOVA CASE, HE IMPRECISELY USED
THE TERM JURISDICTION MATTER.
THE PALUCCI OPINION, JUSTICE
PARIENTE, THERE WERE CASES THAT
TALKED ABOUT SUBJECT MATTER
JURISDICTION THAT REALLY MEANT
CONTINUING JURISDICTION OR CASE
JURISDICTION BUT AT THE END OF
THE DAY, CERTAINLY THERE IS NO
REASON IN THIS CASE FOR THE
COURT TO WADE INTO SOME KIND OF
DISCUSSION ABOUT WHETHER OR TO
CLARIFY THAT CASE LAW AT ALL
BECAUSE IT'S CLEAR THAT THE
TRIAL COURT HERE HAD THE
AUTHORITY TO DO WHAT IT DID AND
IF IT DIDN'T, THEN, THE BANK
SHOULD HAVE ADDRESSED THAT FOUR
YEARS SOONER.
SO IF THE COURT DOESN'T HAVE ANY
FURTHER QUESTIONS?
I WILL SIT DOWN.
THANK YOU.
>> THERE WAS A FINAL JUDGMENT
ENTERED HERE.
AFTER THAT FINAL JUDGMENT THE
COURT HAD SUBJECT MATTER
JURISDICTION IN THE SENSE THERE
WAS THIS SMALL AMOUNT OF
CONTINUING JURISDICTION THAT
ALLOWS THE COURT TO EXECUTE ON
THE JUDGMENT.
IN ALL THE PROCEEDINGS THAT

HAPPENED IN FORECLOSURE CASES
POST-JUDGMENT OUR ASPECTS OF
THAT EXECUTION.
THERE IS A SALE OF PROPERTY.
PERHAPS A DEFICIENCY JUDGMENT.
THAT DIDN'T GIVE THE COURT
AUTHORITY TO VACATE THE FINAL
JUDGMENT AND DISMISS THE
ORIGINAL ACTION, OTHER THAN
THROUGH 1.540.
THE QUESTIONS WERE RAISED
REGARDING CONFLICT CASES AND
I'LL ADDRESS WHAT I'M CALLING
THE NOTICE ISSUE, THE SCOPE OF
RELIEF ISSUE FIRST.
THIS COURT'S DECISION IN LOVETT,
THIS COURT'S DECISION IN GRACE,
BOTH HELPED, WELL, LOVETT
EXPRESSLY VERY CLEARLY SAID THAT
IF THE COURT ACTS OUTSIDE THE
SCOPE OF THE ISSUES, OUTSIDE THE
SCOPE OF RELIEF THAT WAS
REQUESTED, THEN ITS ACTION IS
VOID.
IN GRACE THERE WAS A DEFICIENCY
JUDGMENT THAT WAS ENTERED.
IT WAS ATTACKED NOT THROUGH
APPEAL.
IT WAS ATTACKED THROUGH A MOTION
TO SET ASIDE THE DEFICIENCY
JUDGMENT FILED OUT OF TIME UNDER
THE RULES AT THE TIME FOR A
DIRECT CHALLENGE.
AND THIS COURT IN GRACE WENT
THROUGH THE SITUATION AND
CONCLUDED THAT ALTHOUGH THE
COURT HAD SUBJECT MATTER
JURISDICTION OVER PART OF THE
CASE, WHAT IT COULD NOT DO WAS
ENTER THAT DEFICIENCY JUDGMENT
BECAUSE NO ONE HAD PLED FOR A
DEFICIENCY JUDGMENT.
IT WASN'T A PART OF ISSUES
BEFORE THE COURT.
THAT IS THE WAY WE USE THE TERM
SUBJECT MATTER JURISDICTION
HERE.
>> DIDN'T THE COURT ALSO RELY ON
THE FACT, YOU CAN'T HAVE A
DEFICIENCY JUDGMENT IF YOU DON'T

HAVE A FORECLOSURE?
SINCE THE PROPERTY WAS GONE,
THERE CAN'T BE A FORECLOSURE?
WASN'T THAT PART OF THE
REASONING?
>> COURT ALSO MADE CLEAR, YOU
COULD UNDER THE CIRCUMSTANCES
IMPOSSIBILITY CIRCUMSTANCE OF
THAT CASE YOU COULD HAVE
BASICALLY A MONEY JUDGMENT.
THAT IS REALLY WHAT THAT
DEFICIENCY JUDGMENT WAS BUT IT
COULDN'T HAPPEN THERE BECAUSE IT
WASN'T PLED.
IT WASN'T RAISED.
THE PERSON IN THAT CASE AS I
RECALL THE FACTS OF THE CASE
DIDN'T GO TO THE HEARING, DIDN'T
PARTICIPATE IN THE HEARING AND
LATER MOVED TO SET ASIDE ON THIS
EXACT GROUND AND THIS COURT SAID
THAT IS THE LAW.
AS FOR THE SECOND SET OF
CONFLICT CASES THIS COURT'S
DECISION IN THE SHELBY MUTUAL
CASE WHERE THE REHEARING MOTION
WAS FILED 30 TWO DAYS AFTER THE
JUDGMENT WAS ENTERED, THIS COURT
SAID THAT, THE TRIAL COURT HAD
NO AUTHORITY, NO JURISDICTION TO
RECONSIDER.
THAT THE ORDER THE TRIAL COURT
ENTERED ON THAT MOTION FILED 32
DAYS LATER WAS NULL, VOID,
COMPLETELY WITHOUT EFFECT.
THAT IS ABSOLUTELY IN CONFLICT
WITH WHAT THE FIFTH DCA DID IN
THIS CASE WHERE MORE THAN ONE
YEAR AFTER THE JUDGMENT WAS
ENTERED WE HAD A 1.540 MOTION
THAT WAS FILED.
WE HAD, FLESH OUT THE FACTS, THE
COURT SENT NOTICE TO OUR THEN
FORMER COUNSEL REGARDING THE
HEARING.
THE NOTICE DID NOT SAY THAT
THERE WOULD BE A HEARING ON A
REQUEST TO DISMISS THE ACTION.
I BELIEVE THE COURT
CHARACTERIZED IT AS A MOTION TO

RECONSIDER THE FINAL JUDGMENT.
SO EVEN GIVING EVERYTHING A
GENEROUS READING HERE, THE MOST
WE HAVE, I SAY NOTICE, IT IS
ABOUT THE SCOPE OF THE RELIEF
BUT IT IS NOTICE AS WELL IN
THERE, WHAT WE HAD WAS AN
UNDERSTANDING THAT THIS FINAL
JUDGMENT MIGHT BE SET ASIDE.
WE HAD ABSOLUTELY NO--
>> AND THEREFORE DECIDED HEY,
I'M NOT THAT IMPORTANT, I'M NOT
YOU, BUT I'M NOT GOING TO ATTEND
THE HEARING?
>> I GO BACK--
>> THIS IS U.S. BANK.
WE'RE NOT TALKING ABOUT ANOTHER
PRO SE LITIGANT.
>> WHETHER SOMETHING IS VOID OR
NOT DOESN'T DEPEND WHO THE
LITIGANT IS.
>> I THOUGHT YOU WERE SAYING
SOMETHING ELSE COULD HAPPEN EVEN
THOUGH THERE HAD BEEN A
SUBSEQUENT MEDIATION, THERE HAD
BEEN ATTEMPTS TO, MEDIATION
ORDER.
AND PURSUIT AND NO SALE OF THIS
PROPERTY HAD EVER TAKEN PLACE?
>> ALL TRUE BUT NONE OF THAT IS
A GROUND TO VACATE, NOT JUST
VACATE THE JUDGMENT BUT ENTER A
DISMISSAL OF OUR ACTION IN THE
FIRST PLACE.
>> BUT WHEN YOU GOT NOTICE THAT
DID HAPPEN, THEN YOU DID NOTHING
ABOUT IT, AGAIN, YOU FAILED TO
APPEAL, AND THAT IS, BUT THAT IS
KIND OF AN OVERARCHING THING?
>> YOUR HONOR I WILL CLOSE
QUICKLY THAT THIS COURT'S CASE
LAW, THIS COURT'S CASE LAW MAKES
CLEAR WHERE SOMETHING IS VOID
FOR THESE CIRCUMSTANCES, WE
DIDN'T HAVE TO ACT.
WE COULD COME LATER, VOIDNESS
CAN BE RAISE AT ANYTIME.
THANK YOU.
>> THANK YOU BOTH.