

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE:
IVAN MANUEL VARGAS, DEBTOR

Case No.: 24:11264-MAM
Chapter 13

CREDITOR YRSI, LLC'S REPLY TO DEBTOR'S OBJECTION TO CLAIM

COMES NOW, YRSI, LLC ("Creditor"), by and through undersigned counsel, and files this Reply to the Objection to Claim filed by Ivan Manuel Vargas ("Debtor"), and in support thereof states as follows:

INTRODUCTION

1. The Debtor has objected to the Creditor's claim in this Chapter 13 bankruptcy proceeding, asserting, among other things, that the foreclosure judgment entered in favor of the Creditor was "reversed and remanded." This assertion is demonstrably false and misleading.
2. The Debtor's objection also improperly attempts to relitigate the issue of usury, which was conclusively decided by the Fourth District Court of Appeal and is barred by the doctrine of **res judicata**.
3. Chapter 13 bankruptcy proceedings are not an appellate forum for prior state court judgments, and the Debtor's objection should be dismissed accordingly.

BACKGROUND

1. The Creditor initiated a foreclosure action against the Debtor in the Palm Beach County Circuit Court, Case No. 2018-CA-003520-XXXXXAB.
2. After extensive litigation spanning four years, the Circuit Court entered a Final Judgment in favor of the Creditor. A copy of the Final Judgment is attached as **Exhibit "A."**
3. The Debtor appealed the Final Judgment to the Fourth District Court of Appeal, raising two issues: (1) that the interest rate was usurious and (2) that the attorney's fees and costs were improperly calculated.
4. The Fourth District Court of Appeal issued a decision remanding the case solely for the limited purpose of addressing attorney's fees. The appellate court did not reverse the foreclosure judgment or remand the case for any other purpose. A copy of the appellate decision is attached as **Exhibit "B."**
5. The issue of attorney's fees was subsequently resolved by a Joint Stipulation between the parties, a copy of which is attached as **Exhibit "C."**

ARGUMENT

1. The Debtor's Assertion that the Foreclosure Judgment was "Reversed and Remanded" Is False and Misleading.
2. The Fourth District Court of Appeal's decision remanded the case solely for the limited purpose of addressing attorney's fees. The foreclosure judgment itself was neither reversed nor remanded.
3. The Debtor's statement in Paragraph 7 of the objection that the foreclosure judgment was "reversed and remanded" is a blatant misrepresentation of the appellate court's ruling. This Court should not tolerate such conduct.

The Issue of Usury Has Been Conclusively Decided and Is Barred by Res Judicata

1. The Debtor raised the issue of usury during the foreclosure judgment appeal. The Fourth District Court of Appeal did not remand the case for further proceedings on this issue, affirming the Circuit Court's ruling on usury.
2. Under the doctrine of **res judicata**, issues that have been fully litigated and decided by a competent court cannot be relitigated in subsequent proceedings.
3. The Debtor's attempt to revisit the usury issue in this Chapter 13 proceeding is improper and should be rejected by this Court.

Chapter 13 Bankruptcy Is Not an Appellate Forum

1. Chapter 13 bankruptcy proceedings are designed to allow debtors to reorganize their financial affairs, not to serve as a forum for appealing or collaterally attacking state court judgments.
2. The Debtor's objection to the Creditor's claim is an improper attempt to use this bankruptcy proceeding as a de facto appeal of the foreclosure judgment. This Court lacks jurisdiction to review or overturn the state court's final judgment.

WHEREFORE, For the foregoing reasons, the Creditor respectfully requests that this Court:

1. Overrule the Debtor's objection to the Creditor's claim;
2. Confirm that the foreclosure judgment entered in favor of the Creditor remains valid and enforceable;
3. Find that the issue of usury has been conclusively decided and is barred by **res judicata**;
4. Admonish the Debtor for making false and misleading statements regarding the status of the foreclosure judgment and
5. Grant such other and further relief as this Court deems just and proper.

/s/ Pierre St Jean

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psj2050@msn.com
Attorney for Creditor

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served by
CM/ECF notice and first-class mail on this 19th day of December 2024.

/s/ Pierre St Jean

Pierre St-Jean,
Esq. Fl Bar# 42459

VIA FIRST CLASS MAIL

Ivan Manuel Vargas
7558 Greenville Circle Lake Worth, Florida 33467

VIA CMIECF NOTICE

Robin R. Weiner
Robin R. Weiner, Chapter 13 Trustee Post Office Box 559007
Fort Lauderdale, FL 33355

U.S. Trustee
Office of the US Trustee 51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130

Filing # 155520177 E-Filed 08/17/2022 12:03:22 PM

Ethel 'A'

IN THE CIRCUIT COURT FOR THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No: 502018CA003520XXXXAB

YRSI, LLC
Plaintiff,

v.

PB DEVELOPERS, INC., et al,
Defendants.

**FINAL JUDGMENT OF FORECLOSURE AND DISMISSAL OF
AMENDED COUNTERCLAIM**

THIS CAUSE came before this Court on July 12, 2022 for a non-jury trial upon Plaintiff, YRSI, LLC's (Plaintiff) fourth amended complaint to foreclose upon Defendant, PB DEVELOPERS, INC.'s (Defendant) real property and for other relief, and Defendant, PB DEVELOPERS, INC.'s amended counterclaim, and after the Court having heard testimony and being presented with evidence and argument by counsels, and after considering the pleadings and the court file, and after being duly advised, the Court makes the following finds of fact, conclusions of law and enters this final judgment of foreclosure and states the following:

Summary of the Case

Plaintiff filed a complaint to foreclose upon the Defendant's real property located at 7558 Greenville Circle, Lake Worth, Florida 33467 after the Defendant defaulted upon a loan that refinanced the property ("Loan"). However, the case was tried upon Plaintiff's Fourth Amended Complaint. Defendant filed an Answer with Affirmative Defenses to the Fourth Amended Complaint and a Counterclaim seeking damages based upon the loan containing a usurious interest rate. There were two witnesses that testified at trial. Plaintiff called one witness, Rafael Irom, a representative of the Plaintiff. Defendant called Ivan Manuel Vargas to testify on behalf of the Defendant. During the trial, the following exhibits were offered into evidence.

Plaintiff's exhibit 1:	Original Promissory Note
Plaintiff's exhibit 2:	Mortgage
Plaintiff's exhibit 3:	Closing Settlement Statement
Defendant's exhibit 1:	Notice of Filing Deposition of Ben Shiraz

The parties stipulated that the issue for trial was whether a fee paid to a third-party broker who was hired by the Defendant to obtain the loan, and which was made part of the loan, should be considered in determining whether the interest rate for the loan is usurious.

After considering the testimony and credibility of the witnesses and evidence presented, the Court makes the following findings of fact and conclusions of law:

A. Jurisdiction and Personal Jurisdiction

As a preliminary matter, the Court finds that this Court has jurisdiction over the subject matter and the parties, and that Defendant, was properly served with a copy of the summons and complaint in this matter.

B. Plaintiff's Case

In order for the Plaintiff to prevail on a claim for foreclosure, the Plaintiff must prove (1) an agreement for a loan and mortgage between the parties; (2) a default on the loan; (3) an acceleration of the amount due or that the note has matured and (4) the amount due. *Black Point Assets, Inc. v. Fed. Nat'l Mortg. Ass'n (Fannie Mae)*, 220 So. 3d 566, 568 (Fla. 5th DCA 2017) (citing *Kelsey v. SunTrust Mortg., Inc.*, 131 So. 3d 825, 826 (Fla. 3d DCA 2014) *Wilmington Sav. Fund Soc'y, FSB v. Contreras*, 278 So. 3d 744, 747 (Fla. 5th DCA 2019). Plaintiff must also establish standing that it has the right to sue and enforce the note and mortgage. *McLean v. JP Morgan Chase Bank Nat'l Ass'n*, 79 So. 3d 170, 173 (Fla. 4th DCA 2012); *Vidal v. Liquidation Props., Inc.*, 104 So. 3d 1274, 1276 (Fla. 4th DCA 2013); *GMAC Mortg., LLC v. Choengkroy*, 98 So. 3d 781, 781 (Fla. 4th DCA 2012).

1. Standing

The Court finds that the Plaintiff has standing to bring this action. Plaintiff is the original lender and is the holder and possessor of the original note, and as such, has standing to bring this action.

2. Agreement

On January 12, 2017, by an agreement between the parties, Defendant, PB Developers borrowed from Plaintiff \$210,000 in exchange for a promissory note for the amount of the loan plus interest. The loan was a private loan and not through a financial institution. On the same date, PB DEVELOPERS, LLC, through its managing member, and sole owner, Ivan M. Vargas, executed and delivered a mortgage deed which secured a promissory note to Plaintiff, YRSI, LLC. The original note and the mortgage was offered into evidence by Plaintiff. The mortgage deed and note were recorded on February 15, 2017 in the official records of Palm Beach County, CFN 201770054649/Book 28892, Page 1654. The property and land are owned and possessed by PB DEVELOPERS, and has a legal description of:

Lot 1084, of SMITH DAIRY WEST P.U.D. - PLAT NO. 10TRACT "A"
REPLAT, according to plat thereof as recorded in Plat Book 87, Page
141, of the Public Records of Palm Beach County, Florida.

A/K/A: 7558 GREENVILLE CIRCLE, LAKE WORTH, FL 33467

PROPERTY ID# 00-42-45-04-18-001-0840

3. Default

The testimony and evidence presented at trial, and it was really undisputed that, and thus the Court finds, that PB DEVELOPERS, LLC, defaulted under the mortgage deed and note by failing to pay the payment due on August 12, 2017 and all subsequent payments. Significantly, the evidence demonstrated that the Defendant did not make any interest payment on the loan and did not payback any of the principal payments on the loan.

4. Acceleration/Maturity

Plaintiff elected to accelerate the balance due on the loan as permitted by the mortgage deed and note and has demanded the full amount due on the note.

5. Amount Due

The uncontroverted testimony from Mr. Irom is that PB DEVELOPERS, LLC owes Plaintiff the sum of \$210,000 as principal that is due together with interest, late fees and other costs associated with the loan from August 12, 2017, on the Note and Mortgage.

Based upon the foregoing, the Court finds that Plaintiff has sustained its burden of proof as it relates to all of the elements necessary to sustain a final judgment of foreclosure

C. Defendant's Defense/Counterclaim

As mentioned above, the parties assert that a focal issue in this case is whether the Defendant is excused from payment of the loan because it is usurious, and if it is usurious, what damages if any is Defendant entitled to receive.

Defendant has presented evidence that included within the loan was \$8,830 that was paid to Ben Shiraz, who was hired by Defendant to obtain a loan, and did obtain a loan for the Defendant. The HUD-1 that was entered into evidence demonstrates that the Plaintiff did not receive \$8,800, but rather that amount was paid from the Borrower's (Defendant's) side to Mr. Shiraz as the "origination fee". Moreover, Defendant requested that these amounts be financed and made part of the loan that Plaintiff gave to the Defendant. If the \$8,800 is excluded from the loan, there is no question that the loan was not usurious because the interest rate would be less than the civil usury rate of 18% *See Fla.Stat. §687.03* (interest on loan greater than 18% is civilly usurious). On the other hand, if the amount is included as part of the loan subject to the stated interest rate then the interest rate becomes 24.43% which is greater than the civil usury rate of 18% but less than the criminal usury rate of 25%.

The finds and concludes, and it is not controverted by the parties that interest rate does not meet or exceed the criminal usury rate of 25%, and therefore the loan is not rendered unenforceable. *See Fla.Stat. §687.04.*

Next, even if the interest rate exceeds the civil usury interest rate of 18%, it does not mean that the loan is usurious. It is necessary to prove the following elements for a claim or defense of usury: (1) a loan express or implied; (2) an understanding between the parties that the money lent shall be returned; (3) a payment of or an agreement to pay a greater rate of interest than is allowed by law; and (4) a corrupt intent to take more than the legal rate for the use of the money loaned. *Jersey Palmer-Gross, Inc.*, 639 So. 2d 664 at 664, 666, *app'd*, 658 So. 2d 531 (Fla. 1995); *Northwood SG, LLC v. Builder Fin. Corp.*, 76 So. 3d 3, 5 (Fla. 4th DCA 2011).

The fee was negotiated between Ben Shiraz and Ivan M. Vargas, the Defendant's representative. The Plaintiff's representative didn't participate in the negotiation. Mr. From testified that he didn't even know how much Ben Shiraz. It was totally between Ben Shiraz and his client. Moreover, \$8,800 fee was added to the loan at Mr. Ivan M. Vargas' request.

Here, the Court does not find that Defendant presented sufficient evidence to sustain its burden of proving a corrupt intent to take more than the legal rate for the use of the money loaned. As the Florida Supreme Court stated in *Dixon v. Sharp*, 276 So. 2d 817, 820 (Fla. 1974):

Florida Courts recognize that usury is largely a matter of intent, and is not fully determined by the fact that the lender actually receives more than law permits, *but is determined by existence of a corrupt purpose in the lender's mind to get more than legal interest for the money lent.* *Chandler v. Kendrick*, 108 Fla. 450, 146 So. 551 (1933); *Jones v. Hammock*, 131 Fla. 321, 179 So. 674 (1938); *Maule v. Eckis*, 156 Fla. 790, 24 So.2d 576 (1946); *Shaffran v. Holness*, Fla., 93 So.2d 94; *Stewart v. Nangle*, 103 So.2d 649 (Fla.App.1958); *Connecticut Mutual Life Insurance Co. v. Fisher*, 165 So.2d 182 (Fla.App.1964). To work a forfeiture under the statute the principal must knowingly and willfully charge or accept more than the amount of interest prohibited. *Chandler v. Kendrick*, *supra*; *Argintar v. Lydell*, 132 Fla. 45, 180 So. 346 (1938).

Plaintiff is a private lender trying to help Defendant obtain a loan that he would not otherwise be able to obtain to save his property. Defendant was required to pay its own broker, Mr. Shiraz from its own funds \$8,800 in addition to other costs and fees due to Mr. Shiraz from the Defendant. These amounts were to be paid separately by the Defendant, and but for the Plaintiff's agreement to the *Defendant's request to finance that amount*, the loan would not have exceeded 18%. In fact, as a favor to the Defendant, the Plaintiff agreed to permit the Defendant to finance the amount that it was obligated to pay its own broker. This is hardly the case where the Plaintiff had the corrupt intent, for if the Defendant paid its broker fees and other fees from its side on its own, the loan would not have been usurious. Here, Defendant has not presented sufficient evidence to sustain the defense or claim of usury.

D. Findings of Fact and Conclusions of Law

The court finds that the entire indebtedness secured by the Mortgage granted by Defendant to the Plaintiff is collectible. Moreover, as provided under the aforesaid mortgage deed and note, Plaintiff is entitled to recover its attorney's fees as a part of its lien in conjunction with its collection efforts against the Defendant. As a matter of law, and pursuant to the contractual rights of Plaintiff, the Plaintiff is entitled to collect costs and attorney's fees incident to the collection of the indebtedness and any sums advanced to prevent the impairment of its collateral.

The Court further concludes that Plaintiff's mortgage is superior in priority and dignity to the interests of Defendants, US Bank, NA, Ivan M. Vargas, Juan V. Vargas, Parkland Funding, LLC, Smith Farm, Master Association, Legacy Reserve Homeowners Assoc; Old Republic National Title, and any others with an interest or in possession of the property, and all unknown parties claiming by, through under or against the named Defendants, whether living or not, and

whether said unknown parties claims as heirs, devisees, grantees, assignees, lienors, creditors, trustees, or in any other capacity, claiming by, through under or against the named Defendants.

Therefore it is **ORDERED AND ADJUDGED** that Final Judgment of Foreclosure is **GRANTED** and the Counterclaim is **DISMISSED**. Further, **ORDERED AND ADJUDGED**

1. **Amounts Due.** Plaintiff, YRSI, Inc., whose address is 6304 S. PEORIA AVE., TULSA, OKLAHOMA 74136, is due:

Principal	\$210,000.00
Interest to date of this judgement	\$267,694.56
Title Search expenses	\$500.00
Attorney's fees total	\$41,114.00
Filing Fee	\$1,106.00
Service of Process	\$360.00
Court Reporter Fee	\$2,587.14
TOTAL	\$523,361.00

That shall bear interest at a rate of 7% per year.

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Palm Beach County, Florida:

Lot 1084, of SMITH DAIRY WEST P.U.D. - PLAT NO. 10TRACT "A"
 REPLAT, according to plat thereof as recorded in Plat Book 87, Page
 141, of the Public Records of Palm Beach County, Florida.

A/K/A: 7558 GREENVILLE CIRCLE, LAKE WORTH, FL 33467

PROPERTY ID# 00-42-45-04-18-001-0840

3. **Sale of Property.** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on October 24, 2022, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 205 N Dixie Hwy, West Palm Beach, FL 33401205 in Palm Beach County, Florida, in accordance with section 45.031, Florida Statutes (2013), using the following method:

At 205 N Dixie Hwy, West Palm Beach, FL 33401205 in Palm Beach County, Florida, beginning at 10am on the prescribed date, or by electronic sale beginning at 10am on the prescribed date at <https://palmbeach.realforeclose.com>.

4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. **Distribution of Proceeds.** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending further order of this court.

6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of Lis pendens shall be foreclosed of all estate or claim in the property and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. **Attorneys' Fees.**

The court finds, based upon the affidavits presented that the 39.4 hours at \$280.00 and 86.2 at \$350.00 were reasonably expended by plaintiff's counsel and appropriate. Plaintiff's counsel represents that the attorneys' fees awarded does not exceed its contract fee with the plaintiff. The court finds that there is/are no reduction or enhancement factors for consideration by the court pursuant to *Florida Patients Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985). (If the court has found that there are reduction or enhancement factors to be applied, then such factors must be identified and explained herein).

8. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CONTACT THE CLERK OF THE COURT, FOR PALM BEACH COUNTY WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE *LEGAL AID SOCIETY OF PALM BEACH, 423 Fern St #200, West Palm Beach, FL 33401 ((561) 655-8944)* TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT (NAME OF LOCAL OR NEAREST LEGAL AID OFFICE AND TELEPHONE NUMBER) FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Done and Ordered in Palm Beach County, Florida.

50201BCA003520XXXXMB 08/17/2022
Samantha Schosberg Feuer Circuit Judge

50201BCA003520XXXXMB 08/17/2022
Samantha Schosberg Feuer
Circuit Judge

FINAL DISPOSITION FORM
(Fla.R.Civ.P. Form 1.998)

THE CLERK IS DIRECTED TO CLOSE THIS
FILE MEANS OF FINAL DISPOSITION

Disposed by Judge

Copies furnished to:
Pierre St. Jean, Esq.
Peter Snyder, Esq.

Exhibit B

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

PB DEVELOPERS, LLC, IVAN M. VARGAS, and JUAN V. VARGAS,
Appellants,

v.

YRSI, LLC,
Appellee.

No. 4D22-2377

[August 2, 2023]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Samantha Schosberg Feuer, Judge; L.T. Case No. 502018CA003520.

Peter J. Snyder of Peter J. Snyder, P.A., Boca Raton, for appellants.

Pierre St. Jean of Pierre St Jean, PLLC, West Palm Beach, for appellee.

PER CURIAM.

PB Developers, LLC, Ivan M. Vargas, and Juan V. Vargas appeal the Final Judgment of Foreclosure and Dismissal of Amended Counterclaim entered in favor of YRSI, LLC. Multiple issues are raised, and on all but one issue we affirm without discussion. For the final issue, the appellants argue the circuit court erred when it decided attorney's fees despite the parties' pretrial stipulation that attorney's fees would be considered post-trial and upon motion. Additionally, the appellants argue the fee judgment was not supported by competent substantial evidence. We agree and reverse the portion of the judgment relating to attorney's fees. We therefore remand for further proceedings limited to attorney's fees.

Affirmed in part, reversed in part, and remanded.

WARNER, DAMOORGIAN and KUNTZ, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.

Filing # 191418075 E-Filed 02/07/2024 09:03:35 AM

Exhibit 'C'

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO.: 50 2018 CA003520XXXXMB AH

YRSI, LLC,

Plaintiff,

vs.

PB DEVELOPERS, LLC, *et al.*,

Defendants.

JOINT STIPULATION REGARDING PLAINTIFF'S ATTORNEY'S FEES AFTER REMAND

COMES NOW the parties hereto, Plaintiff, YRSI, LLC; and Defendants, PB Developers LLC, Ivan M Vargas, and Juan V. Vargas, by and through their respective attorneys, and file this their Joint Stipulation regarding Plaintiff's Attorney's Fees after remand from the Fourth District Court of Appeal and state as follows:

1. The parties hereto stipulate that Plaintiff, YRSI, shall be entitled to \$45,000 in full and final settlement of Plaintiff's attorney's fees incurred herein in this Court.
2. The parties further stipulate that the Clerk of this Court shall **forthwith** release and pay over the appellate bond filed in the above-captioned cause in the amount of \$20,000 in partial payment of the attorney's fees provided for in paragraph 1 above, made payable to "YRSI, LLC" and send it to:

Pierre St Jean Law, PLLC
862 N Military Trail
West Palm Beach, FL 33415-1318

3. The parties further stipulate the new Final Judgment of Foreclosure to be entered by this Court after remand shall include the balance of Plaintiff's remaining attorney's fees to wit: