

**IN THE CIRCUIT COURT FOR MIAMI-DADE COUNTY, FLORIDA**

**PROBATE DIVISION**

**IN RE:**

**LEONARD FRANKEL TRUST  
AS AMENDED AND RESTATED  
ON JULY 10, 2002**

**File No. 04-3389**

**Division: (02)**

**ORDER GRANTING AMENDED MOTION  
TO ENFORCE SETTLEMENT AGREEMENT**

THIS CAUSE came before the Court on the Amended Motion to Enforce Settlement Agreement (the “Motion”) filed by Movant, Edmond Lee Frankel. An evidentiary hearing on the Motion took place on October 3 and 4, 2018, at which time the Court heard the live testimony of witnesses Edmond Lee Frankel (“Edmond”), Andrew J. Frankel (“Andrew”) and Patricia Ann Frankel (“Patricia”), as well as the testimony via deposition of Cathy Frankel Turner (“Cathy”) and Larry Stumpf, Esq. The Court also received and examined documentary evidence submitted by the parties. Closing arguments were heard by the Court on October 29, 2018.

Having reviewed the filings of the parties, the evidence submitted and applicable law, the Court makes the following findings:

1. On June 30, 2015, Edmond and his three siblings, Andrew, Patricia and Cathy, entered into a valid, binding and enforceable agreement. Pursuant to that agreement, upon the sale of an office building located at 817 Broadway, New York, New York, Edmond was entitled to receive the first One Million Dollars (\$1,000,000.00) from the sales proceeds.

2. All conditions precedent were satisfied and, upon the closing of the sale of the New York building, \$1,000,000.00 of the sales proceeds was held in escrow by the Trustee, Paul Gravenhorst, Esq., for the purpose of satisfying Edmond’s claim. When it came time to disburse those funds to Edmond, siblings Andrew, Patricia and Cathy objected to the disbursement, leading to the filing of the Motion by Edmond.

3. Respondents, Andrew, Patricia and Cathy, failed to establish breach of the agreement by Edmond or failure of consideration.

4. Respondents, Andrew, Patricia and Cathy, failed to establish coercion or duress or any other defense that would render the agreement between the four siblings void or unenforceable. In fact, during her testimony Patricia acknowledged that she chose to enter into the agreement because she did not wish to prolong the litigation, and recognized that there were “always options.” Further, this Court, having had the opportunity to see and hear the testimony of Andrew and Cathy, finds that both siblings were aware they could decline to enter into the agreement, and were capable of doing so, if they wished. Accordingly, Edmond is entitled to receipt of the \$1,000,000.00 that was held in trust to satisfy his claim.

5. In accordance with the Agreed Order Regarding Escrowed Funds Pending Resolution of Edmond Lee Frankel’s Amended Motion to Enforce Settlement Agreement, entered by the Court on December 15, 2017, the \$1,000,000.00 to which Edmond Frankel is entitled pursuant to the agreement between him and his three siblings is currently being held as follows:

- (a) \$500,000.00 is being held in an account controlled by Richard J. Caldwell, Esq., counsel for Andrew and Patricia.
- (b) \$250,000.00 is being held in an account controlled by Eric D. Isicoff, Esq., counsel for Edmond.
- (c) \$250,000.00 was deposited into the Registry of the Court Trustee, Paul J. Gravenhorst, Esq., by and through his counsel, David R. Carlisle, Esq. The Court Registry fee is \$3,757.50. *See* Docket Entry No. 20.

Accordingly, it is hereby **ORDERED and ADJUDGED** as follows:

1. The Amended Motion to Enforce Settlement Agreement filed by Movant, Edmond Lee Frankel, on November 27, 2017 is **GRANTED**.

2. Richard J. Caldwell, Esq. is directed to forthwith transfer the \$500,000.00 he currently holds and controls to the Trust Account of Isicoff & Ragatz, PLLC for disbursement to Edmond Lee Frankel. Eric D. Isicoff is directed to disburse those funds to Edmond Lee Frankel.

3. Eric D. Isicoff, Esq. is directed to disburse to Edmond Lee Frankel the \$250,000.00 he currently holds and controls.

4. The Court Registry shall disburse the sum of \$246,242.50 from Receipt # 2350011 to the Trust Account of Isicoff & Ragatz, PLLC. Eric D. Isicoff, Esq. is directed to disburse those funds to Edmond Lee Frankel.

5. The Court reserves jurisdiction to consider a motion by Edmond Lee Frankel for an award of taxable costs.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 11/13/18.

  
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YVONNE COLODNY  
CIRCUIT COURT JUDGE

**No Further Judicial Action Required on THIS MOTION/PETITION  
CLERK TO RECLOSE CASE IF POST JUDGMENT**

The parties served with this Order are indicated in the Florida Courts E-Filing Portal "Notice of Service of Court Documents" email confirmation. The movant/petitioner shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated in the "Notice of Service of Court Documents" email confirmation, and file proof of service with the Clerk of Courts.