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ORIGINATION MEMO

CRIMINAL INVESTIGATION

Public Corruption Unit

A.S.A.: HOWARD R. ROSEN

INVESTIGATION #: 64-07-106

SIGNATURE: *Howard Rosen*

DATE: November 27, 2007

REVIEWED BY:

Joseph M. Centorino
JOSEPH M. CENTORINO, Division Chief, PC Unit

DATE: *11/29/07*

SUBJECT(S): Larry Seidlin

EMPLOYMENT: Circuit Court Judge
Seventeenth Judicial Circuit

INVESTIGATOR: Investigator Jim Futch
AGENCY: Florida Department of Law Enforcement
COMPLAINANT: Attorney Charles Roberts

STATUTE	ALLEGATION CRIME	DEGREE
§838.022	Official Misconduct	3° Felony
§838.015	Bribery	2° Felony
§838.016	Unlawful Compensation	2° Felony
§837.012	Perjury	1° Misdemeanor



CLOSE-OUT MEMO

Criminal Investigation

Public Corruption Unit

A.S.A.: HOWARD R. ROSE

INVESTIGATION #: 64-07-106

SIGNATURE: *Howard Rose*

DATE: December 23, 2008

Joseph M. Centorino

DATE: *12/23/08*

JOSEPH M. CENTORINO, Division Chief, PC Unit

DATE: *1/5/09*

JOSE J. ARROJO, Chief Assistant

ORIGINATION DATE: *11/27/07*

SUBJECT(S): Larry Seidlin

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INVESTIGATOR: Jim Futch
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CONCLUSION

CHARGES FILED

COURT CASE NUMBER:

CRIME	STATUTE	DEGREE
Official Misconduct	§838.022	3° Felony
Bribery	§838.015	2° Felony
Unlawful Compensation	§838.016	2° Felony
Perjury	§837.012	1° Misdemeanor
Elderly Exploitation	§825.103	1° Felony

OTHER:

This investigation was initiated as an Executive Assignment under Executive Order number 07-132 from Governor Crist out of the Seventeenth Judicial Circuit, in Broward County. The matter came to light when Chris Roberts, a criminal defense attorney in Broward County, alleged that he had given gifts to Larry Seidlin, a Circuit Court Judge in the Seventeenth Judicial Circuit, in exchange for favors. He also alleged that Judge Seidlin was financially taking

advantage of an elderly woman who lived in his building. In order to fully understand the context of Mr. Roberts' relationship with the Broward County judiciary, his career must be briefly explained.

CHRIS ROBERTS

Mr. Roberts became a member of the Florida Bar in 1972. His first job as an attorney was as an Assistant State Attorney in Broward County. He ran for election as a County Court Judge in the Seventeenth Judicial Circuit in 1976, and won the election. He began his first term as a Judge in 1977. Roberts had an alcohol problem, and was arrested for D.U.I. and a related incident, which resulted in his resignation from the bench in 1981. Shortly thereafter, Mr. Roberts was charged with a second D.U.I., and, as he described it, his life hit bottom at that point. He went up to Alabama for a while, and on the way back to Florida he got a third D.U.I. case. Roberts then began to negotiate with the Florida Bar, and was able to reach a resolution wherein he voluntarily placed himself on the inactive list for conduct not related to misconduct in the practice of law. Roberts would have to provide proof of rehabilitation for his drinking problem, and he would be able to practice law again.

In fact, Mr. Roberts addressed his alcohol problem and began practicing law again in approximately 1984. He has been a criminal defense attorney in Broward County ever since then.

Although Roberts is the complainant in this matter, and spoke openly about his allegations to Bob Norman of the Broward/Palm Beach *New Times* and to various other people, once this matter was assigned to the State Attorney of the Eleventh Judicial Circuit for criminal investigation, Roberts hired counsel and would not speak unless he were granted use and derivative use immunity by way of a subpoena.

ROBERTS' RELATIONSHIP WITH JUDGE SEIDLIN

Roberts said that he first met Judge Seidlin in 1977. He knew him before he became a Judge. He stated that he was close friends with him, and that they were part of an "inner circle." According to Roberts, he and Seidlin socialized regularly. They would go out to eat with their families together, and they traveled together. Roberts would frequently pay the bill when they ate at restaurants together.

THE COURT APPOINTMENTS

According to Roberts, approximately nine (9) or ten (10) years ago, Judge Seidlin began appointing him on cases in the Juvenile Division. There was no wheel, or rotating system for court appointments in Broward County at the time. It was completely discretionary as to whom the judges would appoint to cases. Roberts stated that at first, the appointments from Judge Seidlin were not frequent, but that as time went on they increased in frequency, until he was appointed by Judge Seidlin more than any other attorney in the county. Roberts said that for several years he probably got four to five thousand dollars (\$4,000.00 - \$5,000.00) a month in court appointments from Seidlin.

A check with the Broward County Administrative Office of the Courts revealed that between April 3, 2001 and July 24, 2003, Judge Seidlin appointed Chris Roberts to two hundred and seven (207) juvenile cases, which resulted in payments to Roberts totaling seventy-two thousand and four hundred and fifty dollars (\$72,450.00). Between November 22, 2000 and October 4, 2004, Judge Seidlin appointed attorney Lance Lyons to three hundred and twenty-six (326) juvenile cases, which resulted in payments to Lyons totaling one hundred and fourteen thousand and one hundred dollars (\$114,100.00). Between November 22, 2000 and January 30, 2007, Judge Seidlin appointed attorney Michael Sullivan to six hundred and fifty-four (654) juvenile cases, which resulted in payments to Sullivan totaling two hundred and twenty-eight thousand and nine hundred dollars (\$228,900.00).

A sworn statement was taken from Michael Sullivan. Michael Sullivan was a staff attorney for the Seventeenth Judicial Circuit starting in 1993 or 1994. He initially worked for Judge Miller in the Probate Division, then was assigned

to the Criminal Division, where he worked for three (3) or four (4) judges. After that, he was assigned to work for Judge Seidlin in the Probate Division and with the Juvenile Division. At the time, Seidlin spent half of his time in the Probate Division and half of his time in the Juvenile Division. In June or July of 1998 Sullivan left his position as staff attorney for the Seventeenth Judicial Circuit. Sullivan then began to get these appointments from Judge Seidlin. He stated that he received appointments from Judge Seidlin in both probate cases and juvenile cases. He said that he is good friends with Judge Seidlin. He said that he has bought holiday gifts for Judge Seidlin and his wife and child.

A sworn statement was also taken from Bobby Varsallone, who was Judge Seidlin's bailiff. Varsallone said that Chris Roberts and Judge Seidlin were good friends, and that Seidlin would regularly appoint Roberts on juvenile cases. According to Varsallone, Roberts would come to ask Varsallone before court, or to look at the docket, to see if there were any appointments for him. Varsallone also said that Judge Seidlin would regularly appoint Michael Sullivan to cases. Varsallone stated that Judge Seidlin would appoint Roberts and Sullivan out of loyalty.

THE SHIRT

In his most serious allegation of all, Chris Roberts alleges that he was in a D.U.I. jury trial before Judge Seidlin eight (8) to ten (10) years ago when Judge Seidlin approached him before the trial and asked him, "My baby boy, aren't you going to congratulate me?" Roberts asked Seidlin, "What should I congratulate you for?" Seidlin responded, "Today is my birthday." Roberts wished him a happy birthday, and Seidlin then said to Roberts, "You know, I was over at Burdines, and you go in and make a left, and take 20 paces down the aisle, and there is a mannequin wearing a polo shirt. Boy would I love to have that shirt." Roberts said that Judge Seidlin even told him what size he was.

Roberts said that they then went into the courtroom and picked a jury. The trial began, and the State put on two (2) witnesses. Roberts alleges that during the lunch break he said to his client, "Come on, let's go." His client asked him where they were going, and he told his client that they were going to the Galleria, to buy the judge a shirt that he wanted. Roberts says that he and his client then went to the Burdines at the Galleria Mall, that he found the shirt exactly where Seidlin said that it was, and that he then bought it for Seidlin. He said that he had it gift wrapped, and that it cost about thirty-six dollars (\$36.00) with the gift-wrapping.

Roberts stated that he then went back to the courthouse and presented the shirt to Seidlin before they went back to the courtroom. He stated that Seidlin then came into the courtroom, and the first thing that he said upon taking the bench was, "Before we call any more witnesses, let me just make a couple of observations. (Mr.) or (Mrs.) State Attorney, the witnesses that you have called so far, I don't find credible. I have got real problems with this case. Go out in the hall and reach some type of an understanding on this case." Roberts said that he and the prosecutor then negotiated the case down to a reckless driving.

Roberts said that he bought the shirt for Judge Seidlin because he thought that it would help him out in the case. Roberts said that he remembers that his client's comment to him was that he could not believe this, that justice could be bought for so cheap.

Roberts was asked his client's name, but had no recollection of it. He said that he was a white American male. Roberts was asked to go back through any records that he had to find the client, so that this matter could be corroborated. He stated that he had no records to go through regarding this matter.

The fact is that Judge Seidlin has always been assigned to the Juvenile Division and the Probate Division. Both of these divisions are divisions where jury trials are not conducted. However, in an effort to corroborate this incident, records from the Seventeenth Judicial Circuit were obtained and reviewed. There is no record of Judge Seidlin ever trying a D.U.I. jury trial, involving Chris Roberts or any other attorney. Judge Seidlin's Judicial Assistant, Joann Gallo, and his bailiff, Bobby Varsallone, also were interviewed, and both of them stated under oath that Chris Roberts never tried a D.U.I. trial before Judge Seidlin. Gallo was Judge Seidlin's Judicial Assistant for over eleven (11) years. Rene Gonzalez was also interviewed. Mr. Gonzalez is a deputy clerk who was assigned to Judge Seidlin in the Juvenile Division for ten (10) to twelve (12) years. He also worked with him when he did traffic cases. Gonzalez stated that he does not recall

Judge Seidlin ever presiding over a jury trial. Ms. Gallo said the same thing. Nikki Jarema, Chris Roberts' secretary, was interviewed. She also stated that she does not recall Roberts ever trying a jury trial before Judge Seidlin.

THE PURSE

Roberts alleges that approximately six (6) to eight (8) years ago, he was walking down the hallway on the eighth floor of the Broward County Courthouse when Judge Seidlin came out of his chambers, and they approached one another. According to Roberts, Seidlin said to him something like, "My baby boy" or "My sonny boy", and then embraced him, putting his arm around him and shaking Roberts' hand, slipping a piece of paper into his hand. According to Roberts, it was like Judge Seidlin saw a long lost cousin. When they broke the embrace, Roberts unfolded the piece of paper. According to Roberts, it was a stock inventory number from Neiman Marcus. Roberts said that he then asked Seidlin what that was, and that Seidlin said that his wife's birthday was coming up, and that it was a purse that she really wanted. According to Roberts, he knew Seidlin's personality, and he took that to mean, "Buy my wife this purse for her birthday."

Roberts said that he felt that if he didn't buy the purse for Judge Seidlin's wife, that the "speedy" appointments in Judge Seidlin's courtroom would dry up. Roberts said that Judge Seidlin subsequently made statements to him like "Don't worry, it is not really going to cost you anything, you know. I will take care of you." Roberts took that to mean that he would get three (3) appointments and that would pay for the purse. Roberts said that since it was not really going to cost him anything, and he wanted to keep Judge Seidlin happy, he had his secretary, Nikki Jarema, go to Neiman Marcus and purchase the purse. Roberts stated that the purse cost over one thousand dollars (\$1,000.00).

Roberts said that he had the purse gift wrapped, and that one Saturday morning Judge Seidlin called him and told him that he was flying out of Fort Lauderdale/Hollywood International Airport later that day, and that he really wanted to give the purse to his wife. Roberts said that it was his impression that Seidlin was going to present the purse to his wife on the plane, and that Seidlin was going to give her the impression that he (Judge Seidlin) bought it for her. Roberts said that he met Seidlin in the parking lot of the Gold Coast Roller Rink on U.S. 1, and gave him the purse there.

Roberts said that a couple of weeks later, Seidlin came to his office with a wrinkled up old shopping bag and plopped it on Roberts' desk. Roberts asked Seidlin what that was, and Seidlin told him to look. Roberts said that he opened the bag, and that an offensive, pungent odor came out of the bag. Roberts said that he looked into the bag and saw an old, beat up, stinky, wet leather purse inside. He asked Seidlin what that was, and Seidlin said, "You know, you buy my wife a purse, I buy your wife a purse. One hand washes the other, you know. It is even now." Roberts said that he thanked Seidlin, and that as soon as Seidlin left the office, Roberts' secretary said to Roberts, "Get that foul smelling thing out of here." Roberts said that he then took it out back and dumped it into the dumpster.

Roberts said that not long thereafter, there was another occasion when Judge Seidlin again greeted him in the hallway at the courthouse and put another piece of paper into Roberts' hand. Again the paper contained the item number from Neiman Marcus for a purse, this one even more expensive than the first. Roberts said that this purse cost close to fourteen hundred dollars (\$1,400.00). Roberts stated that he may have paid for this purse by credit card.

Roberts said that he brought the purse home. According to Roberts, Judge Seidlin called him and asked him if he bought the purse, and Roberts told him that he did. Seidlin said that he would head right over. Judge Seidlin lives in the area of downtown Fort Lauderdale, east of U.S. 1. Roberts lived in Plantation, in western Broward County. Roberts said that Seidlin drove all the way west on I-595, to Nob Hill Road, and arrived at his home in Hawk's Landing. According to Roberts, he brought Seidlin into his bedroom, and that Seidlin was taking the box down from a shelf when he saw Roberts' wife. Seidlin then put the box back onto the shelf and said to Roberts, "I will talk to you about this later. I got to go now", and then left.

Chris Roberts' secretary at the time, Nikki Jarema, was interviewed. She said that Chris Roberts and Judge Seidlin were friends, and that they socialized. She stated that Roberts did once ask her to pick up a purse at the Galleria Mall, and that he gave her the money to do so. She thought that it was going to be a birthday present for Judge Seidlin's wife from Chris Roberts and his wife. She does not recall if Roberts told her to pick up any particular model or style of

purse, but that Roberts gave her the money to pay for it. While she states that Seidlin would occasionally come to Roberts' office, she has no recollection at all of Judge Seidlin coming into Roberts' office with a brown bag containing a purse.

Attorney Michael Sullivan stated that he recalls that once when he was in Judge Seidlin's chambers Chris Roberts was there with a shopping bag with handles on it, like from a department store, and Roberts was complaining to him that Judge Seidlin was giving him back a purse that he had given the Judge, and Roberts said that he was not happy.

BARBARA MUMFORD KASLER

Roberts spoke of an elderly woman named Barbara Kasler who lived in Judge Seidlin's building and whom Judge Seidlin may have been taking advantage of. It was reported that Seidlin's young daughter, Dax, was attending an expensive private school, and that Barbara Kasler was paying the tuition for this school. Investigation has revealed that, in fact, Dax Seidlin does attend Pine Crest, a private school in Broward County, and that Barbara Kasler did pay for the child's tuition. She paid fifteen thousand and seven hundred and sixty dollars (\$15,760.00) towards the tuition in 2006, eighteen thousand and five hundred dollars (\$18,500.00) towards the tuition in 2007, and twenty thousand dollars (\$20,000.00) towards the tuition in 2008, for a total amount of fifty-four thousand and two hundred and sixty dollars (\$54,260.00). The payments were as follows:

\$14,560.00	2/28/06
\$1,200.00	10/4/06
\$18,500.00	1/9/07
\$20,000.00	1/2/08

Ms. Kasler was born in 1925, and is eighty-two (82) years old. A sworn statement was taken from her in September of 2007. The statement was taken at Ms. Kasler's condominium - unit 304 of the Marine Tower Condominium in Fort Lauderdale - by the undersigned Assistant State Attorney and Florida Department of Law Enforcement Agent James Futch. At the time of the statement, Ms. Kasler seemed lucid, and seemed to understand all of the questions propounded to her. She estimated her net worth at over six million dollars. She stated that she is very fond of Dax Seidlin. She seemed to have genuine love for Dax, as was evidenced by the fact that there were at least a dozen and a half photographs of Dax Seidlin throughout Ms. Kasler's apartment. One of the photographs was even in a photo frame which referenced "Grandma" on it. Ms. Kasler has no grandchildren of her own, and treats Dax Seidlin as her own. Ms. Kasler stated that the Seidlins bring her all of her meals, and she goes out with them to eat on occasion also. She has also traveled with them. She stated that she voluntarily gave the tuition money for Dax to attend Pine Crest, and that it was her idea to do so.

The investigation also revealed that in March of 2003, Ms. Kasler sold another condominium unit (unit 1701) that she owned in her building to Larry Seidlin's in-laws, Barbara and Oren Ray, for three hundred thousand dollars (\$300,000.00). This sale was compared to comparable sales from that time, and this sale was slightly below market value. Ms. Kasler was questioned about this sale during the course of her sworn statement. She stated that one day while she was in the lobby of her building, Larry Seidlin struck up a conversation with her. She mentioned to him that she was thinking about selling the condominium, and he indicated that he was interested in it. She said that it was her, and not Larry Seidlin, who mentioned the price of three hundred thousand dollars (\$300,000.00), and that there was no negotiating back and forth. She stated that she did not have it listed with a real estate agent. Ms. Kasler stated that she initially thought that it was Larry Seidlin and his wife Belinda who were buying the condominium, but she then learned that it was going to be for his in-laws. Ms. Kasler said that she has lived in her current unit in the Marine Tower for approximately twenty-six (26) years, and that she purchased the other unit (unit 1701) in 1988. She described it as a more desirable unit, on a higher floor facing the water. She never moved into it, however, and rented it to her nephew for a while and then it

was just vacant. It was soon after her older son Frank died in 2002 at the age of fifty-two (52) that she decided to sell unit 1701.

There was also an allegation that Barbara Kasler had given a piece of real property to Belinda Ray Seidlin and/or Dax Seidlin. Ms. Kasler was asked about this. She stated that she was given a few properties at least twenty-six (26) years ago. She stated that she was given these properties by a man whom she had lent five thousand dollars (\$5,000.00) to who was about to go into bankruptcy. She stated that she was not actually given the properties, but was given the purchase contract for the properties. She stated that the man was making payments on the properties pursuant to a contract, and that she merely took over the contract and continued to make the subsequent payments. The properties were vacant land. Three (3) were in Port St. Lucie and one (1) was in Palm Bay. Ms. Kasler said that she sold the three (3) properties in Port St. Lucie to various purchasers. She stated that the taxes on the piece of property in Palm Bay gradually kept on increasing, so in 2003, after her son Frank died, she wanted to get rid of everything, so she told Belinda Seidlin that she wanted to give it to her for Dax. Ms. Kasler did not ask Belinda Seidlin for any money for the property. She just gave it to her when Belinda agreed to pay the taxes on it.

Through counsel, Judge Seidlin advised that he did not want to come in and give a voluntary statement to discuss all of the details of this investigation unless he were subpoenaed in and thus immunized. Instead, he retained Ed Shohat, a criminal defense attorney, to represent him. Mr. Shohat met with the undersigned Assistant State Attorney and Joseph Centorino, Chief of the Public Corruption Unit of the Miami-Dade County State Attorney's Office. Mr. Shohat was asked whether or not there may have been any other payments made by Ms. Kasler to Judge Seidlin, and Mr. Shohat stated that there may have been some other monetary payments made.

An extensive financial investigation was conducted, and it was determined that between November of 2003 and August of 2008, there was a total of four hundred and thirteen thousand and thirteen dollars and eighty-three cents (\$413,013.83), not including the tuition payments, that were paid to Judge Seidlin's wife, daughter, mother-in-law, and father-in-law from Barbara Kasler.

The details as to the checks are as follows:

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>MEMO</u>
11/12/03	646	Dax Raylen Seidlin	\$10,000.00	Gift
11/12/03	647	Belinda Ray	\$10,000.00	Gift
1/9/04	652	Belinda Ray	\$130,000.00	
5/7/04	692	Belinda Ray	\$100,000.00	Gift
1/1/05	744	Barbara Ray	\$10,000.00	
1/1/05	745	Belinda Ray	\$10,000.00	
1/1/05	746	Dax Seidlin	\$10,000.00	
12/6/05	814	Belinda Ray	\$1,000.00	Dax Birthday
12/12/05	819	Belinda Seidlin	\$2,000.00	Boat Show & Christmas Party?
1/1/06	827	Dax Seidlin	\$10,000.00	
1/1/06	828	Belinda Ray	\$10,000.00	
1/1/06	829	Barbara Ray	\$10,000.00	
1/6/06	831	Cash	\$650.00	
1/17/06	838	Belinda Seidlin	\$950.00	
1/23/06	841	Cash	\$1,000.00	
1/26/06	851	Cash	\$2,000.00	
2/2/06	***844	Belinda Ray	\$480.00	Parking
2/28/06	855	Pinecrest School	\$14,560.00	Dax Seidlin
3/24/06	867	Cash	\$2,000.00	
7/17/06	7879	Cash	\$1,690.00	Gold Heart
10/4/06	923	Pinecrest	\$1,200.00	Dax Seidlin
10/16/06	7902	Cash	\$428.00	Air Conditioner - Best Buy

12/22/06	509	Cash	\$2,500.00	
1/2/07	950	Belinda Ray	\$10,000.00	
1/2/07	951	Dax Seidlin	\$12,000.00	
1/2/07	952	Barbara Ray	\$12,000.00	
1/9/07	955	Pinecrest	\$18,500.00	
2/23/07	961	Oren Ray	\$2,530.00	
2/27/07	962	Oren Ray	\$2,600.00	
1/2/08	1077	Pinecrest	\$20,000.00	Dax Seidlin
1/2/08	1078	Barbara Ray	\$12,000.00	
1/2/08	1079	Dax Seidlin	\$10,000.00	
1/2/08	1080	Belinda Ray	\$12,000.00	
3/3/08	1100	Oren Ray	\$12,000.00	
8/22/08	560	Cash	\$3,185.83	Avis Rent-A-Car

Total given to Dax Seidlin:	\$52,000.00
Total given to Belinda Ray Seidlin:	\$286,430.00
Total given to Barbara Ray:	\$44,000.00
Total given to Oren Ray:	\$17,130.00
Total paid to Pine Crest:	\$54,260.00
Total paid to cash and deposited into Larry and Belinda Seidlin's checking account:	\$13,453.83
GRAND TOTAL	\$467,273.83

Some of the checks were made out to cash and deposited into Larry and Belinda Seidlin's joint checking account. Curiously, none of the payments were paid directly to Judge Seidlin. However, these funds were traced, and clearly benefited Larry Seidlin. For example, On January 9, 2004, Barbara Kasler wrote a check to Seidlin's wife, Belinda Seidlin, in the amount of one hundred and thirty thousand dollars (\$130,000.00). That check was deposited into Belinda Seidlin's checking account that same day. That same day, January 9, 2004, a check in the amount of one hundred and thirty two thousand and three hundred and thirty two dollars and nineteen cents (\$132,332.19) was written from that same account to pay off the remaining balance on the mortgage on Larry and Belinda Seidlin's condominium.

On December 16, 2008, the undersigned Assistant State Attorney and Florida Department of Law Enforcement Agent James Futch met with and took a sworn statement from Robert Brian Judd, Esquire. Mr. Judd is a shareholder in the law firm Gunster Yoakley and is a member of the firm's Business Litigation and Private Wealth Services Practice Groups. His practice areas consist of Estate, Trust and Guardianship related litigation, Estate Planning, and Estate, Trust and Guardianship Administration.

Mr. Judd stated that he became Ms. Kasler's attorney in the area of her financial matters in 2004. Prior to that, Ms. Kasler had been represented by a colleague of Mr. Judd's for approximately twenty-five (25) years. Mr. Judd said that he was fully aware of the fact that Ms. Kasler made regular yearly gifts to the Seidlins. Mr. Judd explained that many clients of the same age as Ms. Kasler and similarly financially situated regularly make such gifts. He explained that there are no tax implications for Ms. Kasler in giving a gift of up to thirteen thousand dollars (\$13,000.00) a year to as many recipients as she wants to give such a gift to. Mr. Judd explained that the amount has recently gone up to thirteen thousand dollars. It was previously ten thousand dollars (\$10,000.00) and then twelve thousand dollars (\$12,000.00). Mr. Judd said that he regularly discussed this "gifting program" with Ms. Kasler, and that at all times he found her to be competent and of sharp mind. Mr. Judd was shown all of the checks that Ms. Kasler wrote to the Seidlins, and he stated that he was not surprised by them. He did state that he was not aware of the larger checks for one hundred and thirty

thousand dollars (\$130,000.00) and one hundred thousand dollars (\$100,000.00), but he stated that these checks also would have no tax consequences to Ms. Kasler, other than to reduce the remaining amount that she could give away during her lifetime – excluding the yearly gifting program – without tax implications.

Mr. Judd stated that each time that he would meet with Ms. Kasler at her request to discuss a change that she would want to make to her testamentary or financial documentation it would be at her condominium, and that whenever she signed any such documents, there would always be legal witnesses. Mr. Judd stated that none of the Seidlin family was ever present when he met with Ms. Kasler. Mr. Judd stated that the first time that he ever met with Ms. Kasler was in June of 2004, after she had requested that Mr. Judd change her testamentary documents to reflect her desire that half of her condominium, half of its contents, and half of the residual of her estate should be left to Belinda Ray Seidlin. Mr. Judd was completely satisfied that this was Ms. Kasler's true desire. He was aware of her feelings towards the Seidlins, and he was aware of the fact that the Seidlins cared for Ms. Kasler greatly. At no time did Mr. Judd sense that Ms. Kasler was under any undue influence to make these changes. Mr. Judd stated that if he ever suspected such, he would have inquired. Furthermore, he stated that if he ever suspected that at any time Ms. Kasler was not of sound and competent mind to make any such decisions, he would have had her evaluated by a mental health professional. Mr. Judd said that he has had occasion to have done this with other clients in the past, but that at no time did he ever sense that this was necessary with Ms. Kasler.

On December 18, 2008, the undersigned Assistant State Attorney and Florida Department of Law Enforcement Agent James Futch met with and took a sworn statement from Steven Fuller, CPA. Mr. Fuller is a Certified Public Accountant with the firm of Fuller, Wichter & Company, PA. Mr. Fuller is Ms. Kasler's accountant, and has been her accountant since 1979, when he became an accountant with the accounting firm Ernst & Whinney. Prior to Mr. Fuller joining the firm, Ms. Kasler had been a client of Ernst & Whinney for many years. Mr. Fuller was fully aware of the gifts that Ms. Kasler had been giving to the Seidlins. Mr. Fuller described how Ms. Kasler had regularly been "gifting" even prior to him joining the firm. He referred back to gift tax returns that had been filed on Ms. Kasler's behalf by the firm back to 1974. In that year, she had given gifts of thirty thousand and eight hundred dollars (\$30,800.00) to each of her two sons, Rex and Frank. Both of them have since passed away. She also regularly gave gifts to other people, including Frank's girlfriend, Dorothy Colletto, Frank's ex-wife Sheryl, various brothers, sisters, nieces, and nephews. Mr. Fuller explained how Ms. Kasler was currently able to give away gifts up to twelve thousand dollars (\$12,000.00) a year to as many people as she wanted to without there being any tax consequences to her. He advised how this amount used to be ten thousand dollars (\$10,000.00) per year, then increased to eleven thousand dollars (\$11,000.00) per year, then increased to the current amount of twelve thousand dollars (\$12,000.00) per year, and is going up to thirteen thousand dollars (\$13,000.00) per year. He explained how in addition to the annual gifts, she could also give away additional amounts as gifts, but that any amount in excess of the annual amount would be counted towards the lifetime gift amount that she was able to give away without any tax implications.

Mr. Fuller stated how every year when it came time for her to write the checks for her yearly gifts, Ms. Kasler would call him to make sure that she could write the checks for the particular amounts without there being tax implications. She would specifically let him know to whom she wanted to write each check, and each year he would file any necessary gift tax return on her behalf. He specifically recalls when Ms. Kasler first started to give the gifts to the Seidlins, in 2002 or 2003. He asked Ms. Kasler who they were, and Ms. Kasler explained to him how she was crazy for Dax Seidlin, and wanted to give money to her and her mother. When asked why the checks were all made out to Dax Seidlin, Belinda Ray, Barbara Ray, and Oren Ray, and not to Larry Seidlin, Mr. Fuller stated that Larry Seidlin's name never came up. She expressed a desire to give the money to Dax and Belinda. Mr. Fuller felt that Ms. Kasler had a genuine love for them, especially Dax.

Mr. Fuller was questioned about the two (2) largest checks written from Ms. Kasler to Belinda Ray, one in January of 2004 for one hundred and thirty thousand dollars (\$130,000.00), and one less than four (4) months later in May of 2004 for one hundred thousand dollars (\$100,000.00). Mr. Fuller specifically recalled when Ms. Kasler spoke to him about the fact that she wanted to give these amounts, and she asked him about the tax implications.

Mr. Fuller stated that the amounts that Ms. Kasler gave to the Seidlins did not seem like an excessive amount to him when compared to others of the same age as Ms. Kasler in similar financial situations. He stated that even with the

gifts that she was giving, Ms. Kasler was not cutting into the principal amount of her assets, and was still not even spending the entire income from these assets.

Mr. Fuller said that he was aware of the fact that Ms. Kasler was paying for Dax Seidlin's tuition at Pine Crest. He stated that he specifically told Ms. Kasler that if she paid Pine Crest directly for the tuition, as opposed to giving the money to Dax or Belinda and then having them make the tuition payments, there would be no tax implications for her, and that she could still give the annual gift to Dax and Belinda.

Concerning the sale of unit 1701 in the Marine Tower Condominium to Barbara and Oren Ray, Mr. Fuller stated that he was fully aware of the circumstances of this. Mr. Fuller recalled when Barbara Kasler first purchased unit 1701 in 1988. He advised that she purchased it against his advice. Ms. Kasler had been telling him that she wanted to buy it for her son Frank to live in. Mr. Fuller was also her son's accountant, and her son told him that he did not want to move into the building. Mr. Fuller told this to Ms. Kasler, but she purchased it anyhow, against his advice. Frank never moved into the unit. Although a nephew lived in it for a few brief months, the unit was vacant for many years, and Mr. Fuller had been advising her to sell it for quite some time. It was after her son Frank passed away that Ms. Kasler finally agreed to sell it. Mr. Fuller was familiar with the details of the transaction, and the fact that it was sold for three hundred thousand dollars (\$300,000.00). While he stated that this may have been "approximately ten percent" below market value at the time, it was not sold through a real estate broker, so there were no brokerage fees.

Mr. Fuller was also familiar with the sale of the vacant properties in Port St. Lucie and Palm Bay. He specifically recalled that soon after her son Frank passed away, around the same time that she agreed to sell unit 1701 in her building, Ms. Kasler told him that she wanted to give the final piece of property away. He recalled being made aware of who the property was given to when he did her gift tax return for that year.

Mr. Fuller was asked how often he would be in contact with various clients. He stated that some clients he would speak to and meet with regularly throughout the year, and others he would only see once a year, for tax preparation purposes. He stated that Ms. Kasler fell into the former category. He said that he would meet with Ms. Kasler three (3) or four (4) times a year, and would speak to her on the phone several more times. He stated that he never had a concern that there was any undue influence put upon her, or that she was in any way incompetent to make financial decisions. He stated that he is always on guard for such issues, and that he never had any concerns about this in regard to Ms. Kasler.

Mr. Fuller is the secondary trustee for Ms. Kasler's trust, and since her health has been failing Mr. Fuller is going to be taking on the responsibility of making day-to-day financial decisions on her behalf from here on out, including the payment of her bills and expenses. As of the date of Mr. Fuller's statement to the undersigned, he had already received possession of her blank check books, and was prepared to carry out these functions.

PUBLIC DISCLOSURES OF GIFTS ON FINANCIAL DISCLOSURE FORMS

Canon 6 of the Code of Judicial Conduct provides that "Fiscal Matters of a Judge Shall be Conducted in a Manner That Does Not Give the Appearance of Influence or Impropriety; a Judge Shall Regularly File Public Reports as Required by Article II, Section 8, of the Constitution of Florida, and Shall Publicly Report Gifts; Additional Financial Information Shall be Filed With the Judicial Qualifications Commission to Ensure Full Financial Disclosure".

Canon 6B(2) of the Code of Judicial Conduct, concerning the gift reporting requirement, states that

A judge shall file a public report of all gifts which are required to be disclosed under Canon 5D(5)(h) of the Code of Judicial Conduct. The report of gifts received in the preceding calendar year shall be filed with the Florida Commission on Ethics on or before July 1 of each year. A copy shall be filed simultaneously with the Judicial Qualifications Commission.

Canon 5D(5) states, in pertinent part:

A judge shall not accept, and shall urge members of the judge's family residing in the judge's household not to accept, a gift, bequest, favor or loan from anyone except for:...

...(e) a gift, bequest, favor or loan from a relative or close personal friend whose appearance or interest in a case would in any event require disqualification under Canon 3E;

Due to the close relationship between Ms. Kasler and Judge Seidlin, Ms. Kasler would be considered a close personal friend of Judge Seidlin's whose appearance or interest in a case would require him to disqualify himself under Canon 3E. As such, there is no prohibition under the Code of Judicial Conduct of Judge Seidlin's receiving gifts from Ms. Kasler.

None of the gifts were ever disclosed on any financial disclosure forms filed by Larry Seidlin.

Florida Supreme Court Judicial Ethics Advisory Committee Opinion Number 2002-20, issued on August 21, 2002, addressed the issue of whether the Code of Judicial Conduct requires a Judge to report gifts received from his or her spouse, children, siblings, and close personal friends. The opinion states that "...gifts described in (a) through (g) of 5D(5) need not be reported." Accordingly, because Ms. Kasler is considered a close personal friend whose appearance or interest in a case would require Judge Seidlin's disqualification under Canon 3E, he is not required to report gifts from her.

Larry Seidlin resigned from the bench effective July 31, 2007. It must also be pointed out that although Canon 6B(3) of the Code of Judicial Conduct states that "A Judge shall file a final disclosure statement within 60 days after leaving office, which report shall cover the period between January 1 of the year in which the judge leaves office and his or her last day of office..." according to the records of the Florida Commission on Ethics as of December 22, 2008, Larry Seidlin failed to comply with this requirement.

While Ms. Kasler gave the gifts to the Seidlin family of her own free will, apparently without any undue influence put upon her, and while Judge Seidlin may not have been required to report these gifts on his annual financial disclosure forms, the fact remains that Judge Seidlin was a Circuit Court Judge in the Seventeenth Judicial Circuit, in and for Broward County, Florida, and was assigned to the Probate Division. The Probate Division is the division wherein wills are probated, guardians are appointed, wills are contested, and arguments about competency and undue influence are litigated. Because the family of a Circuit Court Judge assigned to the Probate Division received a large amount of money from an elderly woman, this could appear to raise ethical issues, and this matter is being referred to both the Florida Bar and the Judicial Qualifications Commission, for a determination as to whether any Judicial Canons were violated and for whatever other actions those two entities may deem to be appropriate.

Similarly, the matters concerning Chris Roberts' relationship with Judge Seidlin, the court appointments, the shirt, and the purse, while not rising to the point where criminal charges would be able to be proven beyond a reasonable doubt, are also being referred to both the Florida Bar and the Judicial Qualifications Commission.