

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  
CIRCUIT DIVISION**

**CASE NO.: 2017-CA-2315-O**

**DOUGLAS FINK, as a qualified beneficiary of the Norman Fink 2001 Irrevocable Trust, and as a qualified beneficiary of the Norman Fink 1999 Revocable Trust; ASHLEY FINK LIEBOWITZ, n/k/a ASHLEY LIEBOWITZ as a qualified beneficiary of the Norman Fink 2001 Irrevocable Trust, and as a qualified beneficiary of the Norman Fink 1999 Revocable Trust; and ERIKA FINK, n/k/a ERIKA BEYERSDORF as a qualified beneficiary of the Norman Fink 2001 Irrevocable Trust, and as a qualified beneficiary of the Norman Fink 1999 Revocable Trust,**  
**Plaintiffs,**

**v.**

**STEVEN A. MEYER, as co-trustee of the Norman Fink 2001 Irrevocable Trust and as co-trustee of the Norman Fink 1999 Revocable Trust; STEVEN MICHAEL LABRET, as co-trustee of the Norman Fink 2001 Irrevocable Trust; MICHAEL FINK, as co-trustee of the Norman Fink 1999 Revocable Trust; and POSTERNAK BLANKSTEIN & LUND, LLP,**  
**Defendants.**

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**PLAINTIFFS' RESPONSE TO DEFENDANT STEVEN A. MEYER'S AND  
DEFENDANT POSTERNAK BLANKSTEIN & LUND, LLP'S MOTION TO DISMISS**

Plaintiffs DOUGLAS FINK, ASHLEY FINK LIEBOWITZ and ERIKA FINK as the only qualified beneficiaries under both the Norman Fink 2001 Irrevocable Trust and the Norman Fink 1999 Revocable Trust (collectively "the Plaintiffs"), by and through undersigned counsel, responds to the motion to dismiss filed by Steven A. Meyer and Posternak Blankstein & Lund, LLP (individually "Meyer" and "Posternak" and collectively "the Defendants"). The motion should be summarily denied both because the complaint alleges sufficient facts to bring the Defendants within ambit of Florida's Long Arm Statute and because the Defendants have sufficient minimum contacts such that they would reasonably be expected to be hauled into court in Florida. In further support of the motion, the Plaintiffs assert:

## INTRODUCTION

1. All that is necessary for this court to confirm that Meyer and Posternak have submitted themselves to the jurisdiction of this court, the court need find only that the settler of the trust was a Florida resident when the trusts were created, or that the Defendants have established such minimum contacts that they should know they could be hauled into court in the forum. Since both are true here, the Defendants' motion should be denied.

## ARGUMENT

### **I. The Court has personal jurisdiction over Meyer under the Florida Trust Code long-arm statute.**

2. Beginning with the Trust documents themselves, it should be noted that Meyer acknowledges in both trusts that Norman Fink, his client and the settler of the trusts, was a resident of Florida when the trusts were created:

#### **NORMAN FINK 1999 REVOCABLE TRUST**

THIS AGREEMENT OF TRUST made this 6<sup>th</sup> day of December 1999, by and between NORMAN FINK, of Daytona Beach, Volusia County, Florida (hereinafter called the "Donor") and the said NORMAN FINK and STEVEN A. MEYER, of Newton, Middlesex County, Massachusetts, (hereinafter each called a "Trustee" and collectively the "Trustees").

#### **NORMAN FINK 2001 IRREVOCABLE INSURANCE TRUST**

THIS AGREEMENT OF TRUST made this 2<sup>nd</sup> day of June, 2001, by and between NORMAN FINK, of Daytona Beach, Florida, (hereinafter called the "Donor") and STEVEN A. MEYER, of Newton, Massachusetts, and STEPHEN B. FINK of Westwood, Massachusetts (hereinafter each called a "Trustee" and collectively the "Trustees").

3. Next, Meyer himself dictated that Florida law would govern his client's trust as alleged in ¶ 12 of the complaint:

12. And critically, both trusts specify that they are to be governed by Florida law:

12.1 This instrument is to be governed by and construed and administered according to the laws of the State of Florida and shall continue to be so governed, construed and administered even though conducted or administered elsewhere within the United States or abroad.

**The 2001 Trust**

17.1 This instrument is to be governed by and construed and administered according to the laws of the State of Florida and shall continue to be so governed, construed and administered even though conducted or administered elsewhere within the United States or abroad.

**The 1999 Trust**

4. Finally, it is undisputed that Meyer acts as co-trustee for both trusts and has, in fact, refused to resign as trustee for either trust.

5. It is black letter law that this Court has personal jurisdiction over a “trustee of a trust created by a settlor who was a resident of [Florida] at the time of creation of the trust.” § 736.0202(2)(a)(3), Fla. Stat. Since it is undisputed that Norman Fink was a Florida resident when the two trusts were created and that Meyer acts as co-trustee of both trusts, the Court has personal jurisdiction over Meyer under the Florida Trust Code Long-Arm Statute.

6. The Defendants’ argument regarding the retroactive application of the Florida Trust Code’s long-arm statute, enacted in 2013, misses the mark. This argument presupposes long-arm jurisdiction fixed when Meyer accepted Trusteeship in 2007, rather than when the Defendants was served with process, or when they challenged personal jurisdiction in this matter.

7. But the Florida Trust Code makes clear that the statute was written to provide Florida courts with jurisdiction over trust matters in every instance in which jurisdiction is not unconstitutional under the State or Federal constitutions. *See* 736.0202(2)(b), Fla. Stat. The language of this statute, bifurcated between an enumerated acts portion (§ 736.0202(2)(a)) and

the catch-all provision (§736.0202(b)), makes clear that the legislative intent behind this statute was to modify the rules for adjudicating a preexisting remedy, rather than create a new substantive right, thereby creating a presumption that the statute applies retroactively. *See McGee v. International Life Insurance Co.*, 355 U.S. 220, 224 (1957) (applying a long-arm statute enacted after two parties signed the contract at issue because the statute “did nothing more than to provide petitioner with a [state] forum to enforce whatever substantive rights she might have against respondent.”); *Landgraf v. USI Film Prods.*, 511 U.S. 244, 275 (1994) (“Changes in procedural rules may often be applied in suits arising before their enactment without raising concerns about retroactivity.”). *See also Gordon v. John Deere Co.*, 264 So. 2d 419 (Fla. 1972) (finding that where new substantive rights are created by the long-arm statutes, they apply prospectively).

## **II. The Court has personal jurisdiction over the Defendants under Florida’s general long-arm statute.**

8. Even if the Court were to find that the Florida Trust Code’s long arm statute does not apply retroactively and therefore that the Court does not have personal jurisdiction over Meyer under § 736.0202(2)(a)(3), this Court may nevertheless exercise personal jurisdiction over him “to the maximum extent permitted by the State Constitution or Federal Constitution.” § 736.0202(b), Fla. Stat. In other words, the Court has jurisdiction over Meyer if he comes within ambit of Florida’s general long arm statute.

9. Long-arm statutes provide personal jurisdiction so long as the defendant’s activity within the state is sufficient to satisfy the constitutional minimum contacts analysis. § 48.193(1)(a), Fla. Stat. *See also Venetian Salami Co. v. Parthenais*, 554 So. 2d 499, 502 (Fla. 1989). Furthermore, Florida Statute Section 48.193(2) provides that a defendant is subject to personal jurisdiction in Florida if it is “engaged in substantial and not isolated activity” within the State. “Substantial

and not isolated” activity has been defined as “continuous and systematic general business contact” with Florida. *See Caiazzo v. Am. Royal Arts Corp.*, 73 So. 3d 245, 250 (Fla. 4th DCA 2011).

10. And by consistently billing and collecting payment for work done on behalf of multiple Florida residents (including the Plaintiffs and Norman Fink) for over a decade, Meyer has sufficiently satisfied the constitutional minimum contacts analysis. Furthermore, such conduct by Meyer consists of sufficient “minimum contacts” with Florida that Posternak should have reasonably anticipated it would be “hailed into court” in Florida because of its agency relationship with Meyer. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286 (1980); *see also* § 48.193(1)(a) (any person “through an *agent* does any of the acts enumerated in this subsection thereby submits to the jurisdiction of the courts of this state for any cause of action arising from any of the following acts. . . carr[ies] on a business or business venture in this state” (emphasis added)).

***Posternak and Meyer collected at least \$190,000.00 from Norman Fink’s estate probate – despite the fact that the estate was administered in Florida.***

11. On March 25, 2008, a mere fifteen months after Norman Fink’s death, Meyer signed and filed an IRS Form 706 which provides extensive proof of the vast extent of the vast extent of the work Meyer was doing and the contacts he had with Florida

12. Keeping in mind first that Norman Fink's Estate opened and closed in Volusia County, it should be noted initially the very large sum of money charged by Posternak and Meyer for "legal services in connection with estate administration" as alleged in ¶ 75 of the complaint:

75. The IRS Form 706 for the Estate of Norman Fink reveals an entry of \$190,000.00 for Meyer's law firm, Posternak, Blankstein & Lund for "legal services in connection with estate administration":

2	Posternak Blankstein & Lund LLP - legal services in connection with estate administration	190,000.00
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**IRS Form 706**

13. The expense indicated by Posternak is particularly noteworthy when compared to the expense shown by the Florida firm that was actually listed as the attorney of record for this Florida estate

(continued)		
Item Number	Description	Expense amount
1	Hough & Fowler, LLP - legal services in connection with estate administration	20,000.00
2	Posternak Blankstein & Lund LLP - legal services in connection with estate administration	190,000.00

14. Importantly, the domicile of the decedent and address of executor were both in Florida:

<b>Form 706</b> (Rev. September 2007) Department of the Treasury Internal Revenue Service		<b>United States Estate (and Generation-Skipping Transfer) Tax Return</b> Estate of a citizen or resident of the United States (see separate instructions). To be filed for decedents dying after December 31, 2006, and before January 1, 2008.		OMB No. 1545-0015	
<b>1a</b> Decedent's first name and middle initial (and maiden name, if any) <b>Norman</b>		<b>1b</b> Decedent's last name <b>Fink</b>		<b>2</b> Decedent's Social Security No. <b>014 30 2436</b>	
<b>3a</b> County, state, and ZIP code, or foreign country, of legal residence (domicile) at time of death <b>Volusia County, Florida 32114</b>		<b>3b</b> Year domicile established <b>1984</b>	<b>4</b> Date of birth <b>01-20-1940</b>	<b>5</b> Date of death <b>12-25-2006</b>	
<b>6a</b> Name of executor (see page 4 of the instructions) <b>Michael P. Fink</b>		<b>6b</b> Executor's address (number and street including apartment or suite no. or rural route; city, town, or post office; state; and ZIP code) and phone no. <b>10511 Laurel Estates Lane          Lake Worth, FL 33467</b>			
<b>6c</b> Executor's social security number (see page 5 of the instructions) <b>033 30 4290</b>		Phone no. ( )			
<b>7a</b> Name and location of court where will was probated or estate administered <b>Volusia County Probate Court, DeLand, Florida</b>					<b>7b</b> Case number <b>2007-10355</b>

15. As such, both Meyer and Posternak established sufficient minimum contacts with Florida nearly a decade ago.

***Meyer's own affidavit reveals that both he and Posternak have substantial business contact with Florida.***

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16. Furthermore, Meyer's affidavit admits his continuous and systematic general business ties to Florida. Indeed, Meyer admits that "[s]ervice as a trustee has been a regular and significant part of my compensated professional services" and that he has acted as trustee for three trusts created by Florida settlors:

10. As part of my practice, I am often appointed and serve as trustees for the trusts of my clients, for which I am paid fees. Since 1999, I have served as trustee for roughly 35 trusts in a given year. Of those only three have been for trusts created by Florida settlors. Service as a trustee has been a regular and significant part of my compensated professional services.

17. So in addition to Norman Fink, Meyer has acted as a trustee for other Florida residents. And acting as trustee is apparently how Meyer makes a substantial portion of his living. This admission alone warrants a finding that Meyer and Posternak come within purview of Florida's general long arm statute.

***The affidavits filed in opposition to the Defendants' motion evidence further continuous and systematic general business contact with the forum.***

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18. As detailed in the affidavits filed in opposition to the Defendants' motion, two of the decedent's children who are beneficiaries of the Estate and Trusts, lived in Florida and those affidavits reveal the extent to which Meyer and Posternak were involved in complex transactions immediately after Fink's death:

2	50% interest in The Stock Exchange of Halifax Harbor, LLC - Valuation per sale. Not disposed of within 6 months following death		06/25/2007	370,730.00	370,730.00
3	1997 Century motor boat (outboard with trailer) - Value per sale on April 27, 2007		04/27/2007	22,000.00	22,000.00
4	2003 Big Dog motorcycle		01/15/2007	15,000.00	15,000.00
5	2003 Maserati GT automobile - per sale on April 26, 2007		04/26/2007	43,000.00	43,000.00
6	2005 Toyota Lexus RX330 automobile - Value of \$34,000 per comparable sales. Encumbered by loan of \$19,680 at date of death		04/21/2007	14,320.00	14,320.00

19. Ashley Fink's affidavit in particular asserts that she had extensive dealings with Meyer encompassing a broad range of transactions related to her father's estate and the Form 706 reveals some of those transactions.

20. Even though these transactions occurred more than a decade ago, the affidavits and the records that were recently obtained show that Meyer and Posternak engaged in extensive contacts and dealings in the jurisdiction for the whole decade.

***Posternak's and Meyer's own records admit continuous and systematic general business contact with the forum.***

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21. The primary thrust of their complaint is that the three children and beneficiaries of Norman Fink's estate were completely unaware of the full extent of these transactions or the costs borne by them because they had never received the annual accountings they are entitled to under the Florida Trust Code. *See* §§ 736.0813 and 736.08135, Fla. Stat. Indeed, had they received these annual accountings, the Plaintiffs would have been alerted to the costs and to the full extent of Meyer and Posternak's dealings with this Florida Jurisdiction.

22. Even as of the date of filing this motion, the three beneficiaries have no real idea what the true value of the assets that were left to them when their father died in 2006. And because they



were not provided yearly accountings, they could not see how these assets or the value of the trusts increased or decreased. They never saw any attorneys' fee or trustees' fee invoices. But in any event, the accountings they began to receive in 2016 and only after retaining counsel, begin to reveal, for the very first time, the full extent of the continuous and systematic general business contact both Meyer and Posternak have with Florida as evidenced by just a few examples below:

<b>Florida Department of State</b>				
127	2/27/2009	Check to reinstate Finky's Inc.	\$	2,250.00
<b>Total Florida Department of State</b>				<u>\$ 2,250.00</u>

<b>Steven LaBret</b>				
132	11/18/2009		\$	5,000.00
133	6/4/2010			2,682.58
134	5/7/2013			4,240.00
<b>Total Steven LaBret</b>				<u>\$ 11,922.58</u>

<b>Executor Commissions</b>				
155	7/29/2015	Premium payment in lieu of executor fee	\$	1,509.68
156	11/20/2015	Premium payment in lieu of executor fee		13,611.49
<b>Total Michael Fink</b>				<u>\$ 189,934.06</u>
<b>Total Executor Commissions</b>				<u>\$ 189,934.06</u>

23. In the 1999 Trust, Norman Fink provides that his former girlfriend and Florida resident Maria Baker was to receive \$325,000.

"5.1 Upon the death of the Donor, if MARIA D. BAKER, of Ormond Beach, Florida, survives the Donor, the Trustees shall set aside as a separate trust, to be known as the M.D.B. Trust, the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00)."

24. But as detailed in Plaintiff's complaint, when comparing the 1999 accounting with the attorney fee invoices supplied by Meyer, it appears that rather than distribute this money directly to Baker, Meyer and Posternak paid vast sums of money to themselves, in compensation for work that they did, purportedly on her behalf, while she was a resident of Volusia County, Florida – and all the way through at least the year 2014:

<b>Distributions</b>				
<b>Maria Baker</b>				
159	9/20/2011	Cash Distribution to Trust f/b/o Maria Baker	\$	50,000.00
160	12/22/2011	Cash 2011 Distributions		10,000.00
161	12/30/2011	Cash 2011 Distributions		52,535.51
162	2/17/2012	Cash Distribution to Trust f/b/o Maria Baker		30,000.00
163	4/11/2012	Cash Distribution to Trust f/b/o Maria Baker		45,000.00

Distributions			
164	7/17/2012	Cash Distribution to Trust f/b/o Maria Baker	\$ 10,000.00
165	9/14/2012	Cash Distribution to Trust f/b/o Maria Baker	50,000.00
166	4/11/2013	Cash Distribution to Trust f/b/o Maria Baker	25,000.00
167	4/12/2013	Cash 2013 Distributions	16,787.00
168	8/6/2014	Cash	34,471.39
Total To Or For Beneficiary			<u>\$ 323,793.90</u>

25. And as further alleged in the complaint, the detailed attorney fee billing provided by Meyer and Posternak reveal that they spent hours upon hours engaging in work that would clearly be categorized as practicing law here in Florida, and work that would more accurately be described as guardianship or social work.

07/10/2009	Telephone call to insurance agent and fire department regarding house fire; review fire report; send report to insurance agent; fax drivers license to Ormond Beach Hospital. Constance Sable	1.40 hrs
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07/10/2009	Telephone call with Maria Baker; three telephone calls with Ormond Hospital (Nicky); telephone call with nurse; telephone call with social worker in hospital; telephone call with insurance company; telephone call with contractor referred by insurance company; two telephone calls with Nancy P.; review fire report; telephone call with fire inspector; telephone call with Dave Hartzell. Steven A. Meyer	5.20 hrs
07/31/2009	Telephone call with Tim (landscaper); two telephone calls with Nancy; telephone call with Dave Hartzell; telephone call with Wayne Cooper re: estimate for construction. Steven A. Meyer	1.70 hrs
10/30/2009	Review draft escrow agreement; review M. Hurley draft escrow letter; review fully signed documents; proofread purchase and sale amendment, escrow agreement, affidavits, etc.; telephone calls and memos from and to L. Waldren, D. Copp; office conference with S. Meyer re mortgage payoff issues, closing issues etc. Frank Aronson	3.80 hrs
10/30/2009	Two telephone calls with Nancy; two telephone calls with Dexter Copp. Steven A. Meyer	0.40 hrs
Subtotal Fees .....		\$ 14,905.00

26. There is no evidence that Baker ever hired Meyer or Posternak to serve as her attorneys, guardian or social worker, but the billing reveals that the performed extensive work for years; billed aggressively for this work; and were compensated handsomely.

27. Likewise, Meyer and Posternak took it upon themselves to serve as Doug Fink's guardian and fiduciary while he was a resident of Daytona Beach, Florida. Indeed, the accountings reveal that Meyer did not merely act as a trustee who prudently distributed the money Doug Fink was entitled to as a beneficiary of his father's trust, but instead Meyer acted as Doug Fink's unauthorized guardian and fiduciary, personally involving himself in the most mundane and intimate details of this adult's life (all the while charging ever vastly accumulating fees).

28. A tiny sampling of those expenses are detailed in the Plaintiffs' complaint, but the 2001 accounting provides more details that hint at the extensive unauthorized guardianship and legal work that Meyer has been engaged in for more than a decade. But most important for purposes

of the jurisdictional analysis is the extensive work Meyer and Posternak performed while Doug Fink was a resident of Volusia County Florida.

29. As detailed in his attached affidavit Doug Fink never hired Meyer as his attorney, he never consented or authorized Meyer to act as his guardian and yet for years Meyer inserted himself into every single aspect of his life. The detailed attorney fee billing below support (among other things) Doug Fink's assertions that:

- Meyer placed Fink's utility, water and cable accounts into Meyer's own name (f/b/o Doug Fink) and engaged in account negotiations and disputes related to those accounts which all existed here in Florida;
- Meyer negotiated with and paid health care and mental health providers and physicians that treated both Doug Fink and his minor daughter;
- Meyer retained and paid attorneys on Doug Fink's behalf and engaged in extensive legal consultations, strategies and discussions with those attorneys. Meyer even traveled to Daytona Beach to personally meet with attorney Aaron Delgado who represented Fink, but Meyer refused to allow Fink to attend that meeting.

30. In short, Posternak's and Meyer's own records reveal that rather than simply provide trust monies that Doug Fink was entitled to directly to Fink, Meyer insisted on engaging directly with merchants, day care providers, vendors and professionals, paying Fink's personal expenses with Meyer's own personal credit card:

2/3/2012 pediatric visit	(75.00)
3/20/2012 pediatric visit	(202.00)
8/6/2012 storage fee	(140.51)
2/24/2012 Tina Riffle	(1,408.09)
3/23/2012 Tina Riffle	(1,408.09)
8/29/2012 Town of Ponce Inlet	(56.76)
6/26/2012 water bill	(89.61)
9/28/2012 water bill	(148.20)
11/28/2012 water bill	(381.77)
5/4/2012 wire transfer fees and Doug money order fee	(37.15)
<i>Fidelity Distributions 2012 - Attached</i>	(72,292.73)
1/23/2013 All Aboard Storage	(134.19)
3/18/2013 Attorney - Delgado	(3,000.00)
5/15/2013 Attorney - Delgado	(4,000.00)
2/19/2013 Attorney - Rice & Rose	(6,750.00)
8/22/2013 Auto insurance	(4,266.43)
7/5/2013 Avery - medical	(75.00)
9/16/2013 Avery - school, cash	(176.65)
8/7/2013 Avery-school	(49.65)
8/20/2013 Avery-school	(64.65)
9/16/2013 Avery-school, motorcycle	(646.09)
9/23/2013 Bond for Doug	(300.00)
4/11/2013 Cable	(406.56)
6/20/2013 Cable	(383.30)
12/6/2013 Cable	(112.55)
8/12/2013 Cable, Avery-school	(352.10)
3/25/2013 Cash	(101.20)
4/2/2013 Cash	(851.60)
4/30/2013 Cash	(76.20)
6/6/2013 Cash	(51.20)
6/11/2013 Cash	(101.20)
6/21/2013 Cash	(101.20)
9/23/2013 Delgado	(3,500.00)
12/2/2013 Delgado fees	(1,000.00)
10/10/2013 Doctor appt.	(85.00)
11/4/2013 Doctor appt.	(85.00)
3/6/2013 Electric bill	(518.06)
4/17/2013 Electric bill	(292.90)
5/20/2013 Electric bill	(157.98)
6/18/2013 Electric bill	(213.78)
8/7/2013 Electric bill	(481.75)
10/29/2013 Electric bill	(671.54)
10/31/2013 Furniture	(499.00)
12/31/2013 Furniture	(3,767.28)
1/15/2013 Hotel	(90.00)
2/19/2013 Hotel	(495.00)
10/24/2013 Hotel	(117.62)
10/28/2013 Hotel	(176.43)
10/29/2013 Hotel	(117.60)
10/30/2013 Hotel	(58.80)
12/4/2013 Hotel, prescriptions	(507.52)
2/4/2013 Hotel, water bill, cash	(2,645.17)

12/2/2013 Kim	(600.00)
12/26/2013 Kim	(600.00)
11/11/2013 Money order to Doug	(435.00)
11/18/2013 Money order to Doug	(231.00)
11/20/2013 Money order to Doug	(341.25)
7/16/2013 PBL for Doug	(6,145.18)
12/10/2013 PBL for Doug	(10,600.89)
3/26/2013 Phone	(57.95)
4/17/2013 Phone	(65.90)
5/7/2013 Phone	(168.85)
7/3/2013 Phone, \$337.70, Auto deductible \$500	(837.70)
7/31/2013 Phone, Avery school	(137.25)
7/15/2013 Phone, Cash	(159.15)
2/19/2013 Rent	(1,000.00)
8/26/2013 Rent	(1,200.00)
10/8/2013 Rent	(1,200.00)
11/7/2013 Rent	(1,200.00)
12/2/2013 Rent	(1,200.00)
12/31/2013 Rent	(1,200.00)
3/5/2013 Rent - William F. Blount, Jr.	(1,200.00)
4/1/2013 Rent - William F. Blount, Jr.	(1,200.00)
5/7/2013 Rent - William F. Blount, Jr.	(1,200.00)
5/29/2013 Rent - William F. Blount, Jr.	(1,200.00)
7/9/2013 Rent - William F. Blount, Jr.	(1,200.00)
7/31/2013 Rent - William F. Blount, Jr.	(1,200.00)
11/13/2013 Transaction fee on money order	(21.75)
10/29/2013 Water	(91.12)
5/20/2013 Water bill	(127.04)
12/11/2013 Water bill	(72.70)
7/15/2013 Water bill, Avery school	(191.55)
8/20/2013 Water bill, doctor	(331.22)
<i>Fidelity Distributions 2013 - attached</i>	<i>(35,441.08)</i>
4/24/2014 ATT	(342.40)
2/11/2014 Auto insurance	(3,744.74)
8/26/2014 Auto insurance	(3,745.46)
1/29/2014 Auto repairs	(749.09)
9/22/2014 Bail bond	(500.00)
7/3/2014 Brighthouse	(594.64)
7/28/2014 Brighthouse	(568.91)
5/28/2014 Cable	(520.27)
7/7/2014 car rental	(171.04)
8/4/2014 car rental	(634.73)
8/25/2014 Car repair	(2,100.00)
8/29/2014 Car repair	(2,250.00)
9/9/2014 Car repair	(1,600.00)
9/10/2014 Car repair & rental	(2,651.78)
8/11/2014 cash to Doug	(230.00)
7/3/2014 Child Support	(600.00)
8/6/2014 Child Support	(800.00)
1/31/2014 City of Ormond Beach	(32.01)
3/12/2014 City of Ormond Beach	(32.01)
5/13/2014 City of Ormond Beach	(89.74)
9/3/2014 Day care	(204.05)
5/7/2014 Delgado	(3,500.00)
5/30/2014 Delgado	(618.00)
7/14/2014 Delgado	(2,500.00)
10/28/2014 Delgado	(3,500.00)

12/5/2014 Delgado	(3,500.00)
3/4/2014 dentist	(1,283.00)
3/7/2014 dentist	(47.00)
1/29/2014 Doctor	(85.00)
7/29/2014 doctor appointment	(75.00)
8/25/2014 Doug	(394.14)
10/28/2014 Doug's ticket	(178.23)
1/8/2014 Electric bill	(140.74)
8/12/2014 eye doctor appointment	(226.00)
2/28/2014 Florida utilities	(977.35)
4/2/2014 FPL	(587.42)
5/28/2014 FPL	(307.13)
7/10/2014 FPL	(61.41)
8/11/2014 FPL	(27.25)
10/28/2014 FPL	(350.62)
2/19/2014 Frazier Day Care	(200.00)
3/26/2014 Frazier Day Care	(145.12)
3/31/2014 Frazier Day Care	(111.64)
10/20/2014 from Doug	300.00
1/7/2014 furniture	(3,767.28)
8/22/2014 Kim	(257.00)
7/28/2014 Kim's divorce attorney	(5,175.00)
5/30/2014 Moneygram	(165.00)
6/3/2014 Moneygram	(615.00)
6/4/2014 Moneygram	(19.25)
2/27/2014 Motorcycle repairs	(445.17)
4/8/2014 Motorcycle repairs	(135.00)
6/13/2014 Motorcycle repairs	(579.22)
10/28/2014 Motorcycle repairs	(92.77)
3/11/2014 Nona Damore LLC	(325.00)
5/20/2014 Nona Damore LLC	(260.00)
4/14/2014 Orlando Behavioral Health	(640.00)
4/24/2014 Orlando Behavioral Health	(85.00)
6/2/2014 Orlando Behavioral Health	(170.00)
1/8/2014 PBL - Attorney fees	(2,179.45)
1/8/2014 PBL - Attorney fees	(154.11)
3/26/2014 PBL - Attorney fees	(4,809.74)
6/16/2014 PBL - Attorney fees	(6,034.51)
1/8/2014 Rent	(1,200.00)
2/10/2014 Rent	(1,200.00)
3/4/2014 Rent	(1,200.00)
4/4/2014 Rent	(1,200.00)
5/5/2014 Rent	(1,400.00)
6/2/2014 Rent	(1,400.00)
7/2/2014 Rent	(1,400.00)
7/28/2014 Rent	(1,400.00)
11/4/2014 Telephone calls	(21.23)
2/25/2014 TV	(228.10)
9/12/2014 Utilities	(36.77)
<i>Fidelity Distributions - 2014</i>	(27,426.93)
1/23/2015 Collect phone call	(10.64)
2/27/2015 Hotel room	(151.86)

31. Furthermore, in 2016 counsel for Fink received documents from Posternak that support some of the charges attributed to Doug Fink. Contained within those thousands of pages are hundreds of examples that detail the extensive work Meyer has been engaged in on Doug Fink's behalf while in the State of Florida:



- Evidence of involvement in a security deposit/rent dispute:

**HARBOUR VILLAGE REALTY LLC**  
OPERATING ACCOUNT  
5531 S RIDGEWOOD AVE  
PORT ORANGE, FLORIDA 32127

2137

PAY TO THE ORDER OF Harney Steven Meyer DATE July 26, 2011

One thousand Six Hundred and 00/100 \$ 1600.00

FOR Doug Fink - Return of Rental Funds AS Mochel

SUNTRUST ACH RT 061000104

⑈00002137⑈ ⑈063102152⑈ ⑈000133707025⑈

63-215-631

8 of 662

POSTERNAK RECEIPTS

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**HARBOUR VILLAGE REALTY LLC**  
ESCROW ACCOUNT  
5531 S RIDGEWOOD AVE  
PORT ORANGE, FLORIDA 32127

1117

- Evidence of power bill in Doug Fink's name mailed to Meyer:

**FPL**  
Florida Power & Light Company  
PO Box 025576  
Miami, FL 33102

2 600607 / 27

43700 1101415966042452815500000

Please request changes on the back. Notes on the front will not be detected.

The amount enclosed includes the following donation:  
FPL Care To Share \$ \_\_\_\_\_

B 8 1101 5

#BWNDJNQ \*\*\*  
#6941443BQ425068#  
DOUGLAS FINK  
ATTN STEVEN MEYER, PB & L  
THE CREDENTIAL TOWER 800 BOYLSTON ST  
BOSTON MA 02199

Make check payable to FPL in U.S. funds and mail along with this coupon to:  
**FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001**

Account number	Total amount you owe	New charges due by	Amount enclosed
41596-60424	\$551.82	Aug 22 2011	\$

**Your electric statement**  
For: Jul 22 2011 to Aug 01 2011 (10 days)  
Customer name: DOUGLAS FINK  
Service address: 4720 RIVERGLEN BLVD

**Account number: 41596-60424**  
Statement date: Aug 01 2011  
Next meter reading: Sep 01 2011

- Reimbursing Doug Fink's wife for child care expenses:

Joanna Fulford	
<b>From:</b>	Steven Meyer
<b>Sent:</b>	Tuesday, November 15, 2011 3:25 PM
<b>To:</b>	Joanna Fulford
<b>Subject:</b>	child care Avery Fink
Avery care	
Wednesday to Monday, six days at \$40 a day, 11/9 to 11/14,	\$240.00 ✓
Red Robin, carrots, 11/11	.99 ✓
Marshall's, shoes, socks, bibs 11/11 lost receipt	25.00
CVS, Benadryl, 11/11	4.99 ✓
Two trips, wrong medicine	5.00
Ross, 11/6 Coat, pants, shirt, 6 onesies, overalls and shirt	42.55 ✓
2 round trips from Villaggio to 4720 Riverglen, 11/4 and 11/12	20.00
Trip to Walmart for Santa photo 11/12	5.00
Walmart, wipes, hair bow, hat and gloves lost receipt	<del>13.00</del> 11.24
Winn Dixie bottled water for formula	5.00
CVS 11/13 trip and formula	5.00
	17.79 ✓
Kim care	
Save-A-Lot, 11-12, Chicken and toilet paper	<del>10.00</del> 7.22
TOTAL	<del>394.32</del> \$ 389.78

- Meyer using his personal credit card to pay Doug Fink's furniture expenses:



335236

CUSTOMER'S ORDER NO. 386-383-5190		DEPARTMENT	DATE 11-21-11
NAME K.m + Douglas Fink			
ADDRESS 4720 Diverglen BLVD			
CITY, STATE, ZIP			
SOLD BY	CASH	C.O.D.	CHARGE
ON ACCT	MOSE. RETD.	PAID OUT	
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	White Dresser		
2	Mirror, MTS,		
3	Chest, HABS		
4			
5	Queen MATTRESS		
6	+ Box Spring		
7	+ Frame		657.27
8		TAX	42.73
9			
10			
11	Pd with Visa		
12	over the Phone		
13			
14	Steven Myer		
15	Fax # 617-722-4904		
16	Dely 11-22-11		
17			
18			
RECEIVED BY			

MADELYNS OF DAYTONA  
2800 S NOVA RD #B-3  
SOUTH DAYTONA, FL 32

TERMINAL NO: 0001  
TERMINAL ID:

11/21/11 12:08 PM

VISA  
\*\*\*\*\*0455  
000000

SALE  
BATCH: 000691  
INU:564067

AUTH: 32429C

TOTAL \$700.00

I AGREE TO PAY ABOVE TOTAL AMOUNT  
ACCORDING TO CARD ISSUER AGREEMENT  
MERCHANT AGREEMENT IF (CREDIT VOUCHER)

THANK YOU!

adams RECEIPT

KEEP THIS SLIP FOR REFERENCE

01-11

POSTERNAK RECEIPTS

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- Meyer/Posternak writing checks related to utility and cable accounts for bills in Florida

S MEYER & S LABRET TTEES  
NORMAN FINK 2001 IRRV INS TR


Date 12/13/11

1025  
80-568/1012

Pay to the Order of Steve Meyer

\$ 273.82

two hundred seventy-three 482/xx Dollars

EXPENSE CODE  **Fidelity** INVESTMENTS

UAB Bank  
Warsaw, National Association

CNF # 67437

For Bright House Cable = FINK

⑆ ⑆0⑆20568⑆⑆⑆025⑆⑆⑆077⑆034673⑆⑆

© 1996 FIDELITY 2006

POSTERNAK RECEIPTS 558 of 692

32. Over and over again, hundreds of pages long, going for years, Meyer using his personal card to pay Doug Fink expenses and engage with literally dozens of businesses and individuals on Doug's behalf, then Meyer reimbursing himself from attorney's trust accounts and client funds accounts:

Citi® Platinum Select® / AAdvantage® World Elite® MasterCard® [Download Your Statement](#)

**Current Balance** [REDACTED] **Minimum Payment Due** [REDACTED] **Payment Due Jan. 28, 2012**  
[Make a Payment](#)  
 Late Payment Warning

[Statement Balance](#) - 01/03/12 [REDACTED] [Available Revolving Credit Line](#) [REDACTED] [Request Paperless Statements](#)  
**Next Statement Closing Date:** Feb. 2, 2012 **Total Revolving Credit Line** [REDACTED]  
**Activity Since Last Statement** **Last Payment Date** Dec. 28, 2011 [American Airlines AAdvantage®](#)  
**Payments/Adjustments/Credits** [REDACTED] **Last Payment Amount** [REDACTED] [AAdvantage® miles earned on last statement](#)  
**Purchases** [REDACTED] **Past Due Amount** \$0.00  
**Cash Advances** \$0.00 [View/Edit Scheduled Payments](#)  
[View your balance transfer offer](#)

[View your Paperless Letters online in the Document Center](#)

[View All Account Activity](#) [Create a Report](#) [Download Your Statement](#)

Select Time Period: 01/03/2012 Transaction Type: All Transactions [View](#)

**Transaction Details for Period Ending 01/03/2012**

Date	Description	Amount
12/30/2011	HOTWIRE-SALES FINAL 866-468-9473 CA	\$271.54 ✓
12/29/2011	HOTWIRE-SALES FINAL 866-468-9473 CA	[REDACTED]
12/29/2011	PANDA EXPRESS #208 BOSTON MA	[REDACTED]
	\$ This way to \$15K TurboTax® Sweepstakes!	[REDACTED]
12/28/2011	QDOBA MEXICAN GRILLQPS BOSTON MA	[REDACTED]
12/28/2011	AUTOPAY 777770008991121RAUTOPAY AUTO-PMT	[REDACTED]
	\$ Sign up for Paperless.	[REDACTED]
12/24/2011	Amazon Services-Kindle 866-321-8851 WA	[REDACTED]
12/21/2011	PRUDENTIAL CTR GARAQ96 BOSTON MA	[REDACTED]
12/20/2011	GEICO 08008413000 DC	[REDACTED]
	\$ Manage your bills at Citi® Bill Central. Click for details.	[REDACTED]
12/20/2011	PRUDENTIAL CTR GARAQ96 BOSTON MA	[REDACTED]
12/19/2011	PRUDENTIAL CTR GARAQ96 BOSTON MA	[REDACTED]
12/19/2011	PRUDENTIAL CTR GARAQ96 BOSTON MA	[REDACTED]
12/18/2011	STOP & SHOP FUEL #416 DEDHAM MA	[REDACTED]
12/16/2011	CRANK CHROME CYCLE HOLLY HILL FL	[REDACTED]
12/16/2011	[REDACTED]	[REDACTED]
12/16/2011	[REDACTED]	[REDACTED]
12/16/2011	[REDACTED]	[REDACTED]

POSTERNAK RECEIPTS 574 of 692

33. Meyer engaged in negotiations, disputes and discussions with vendors and service providers on Doug Fink's behalf; paid for those services on Meyer's personal credit cards; and then reimbursed and enriched himself with trust funds, all while Doug Fink was a Florida resident:

- Meyer paying Doug Fink's motorcycle expenses

1-18-12

3 pages  
Total



American V-Twin  
1533 Ridgewood Ave.  
Holly Hill, FL. 32117  
(386) 615-1449

Stephan

Bike is Ready please call  
w/ CARD INFO or put it on  
the INVOICE & PAY BACK  
CARD #, exp date, 3 digit code

THANK  
Barry.

INVOICE FINAL #

- Meyer engaging a Florida attorney, Anthony Delgado, to represent Doug Fink.

14139-4

Transaction Date:	01/31/2012 Tue
Transaction Description:	DAMORE DELGADO AND RDAYTONA BEACH FL 386-2881409
Amount \$:	5,000.00
Doing Business As:	DAMORE DELGADO AND ROMANI
Merchant Address:	227 SEABREEZE BLVD DAYTONA BEACH FL 32118 UNITED STATES
Reference Number:	320120320092010400
Category:	Business Services - Legal Services

14139-4

Transaction Date:	02/09/2012 Thu
Transaction Description:	DAMORE DELGADO AND RDAYTONA BEACH FL 3101736204D LEGAL SERVICE LEGAL SERVICE
Amount \$:	3,000.00
Doing Business As:	DAMORE DELGADO AND ROMANI
Merchant Address:	227 SEABREEZE BLVD DAYTONA BEACH FL 32118 UNITED STATES
Reference Number:	32012041017C053083
Category:	Business Services - Legal Services

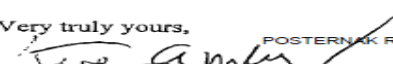
- Internal Posternak document where Meyer requests that Fidelity wire the money used to pay Doug Fink's attorney fee retainer back into an account held by Meyer and his wife Chana Meyer:

**Facsimile**

DATE:	February 17, 2012	FILE NO.:	14139-3
TO:	Attn: Andrew Flessel or Team Member		
COMPANY:	Fidelity Investments		
PHONE NUMBER:	617-267-4839	FACSIMILE NO.:	617-585-9916
TOTAL PAGES (INCLUDING COVER PAGE):		2	
FROM:	Steven A. Meyer, Esquire		
BUSINESS PHONE:	617-973-6203	FACSIMILE NO.:	617-722-4904

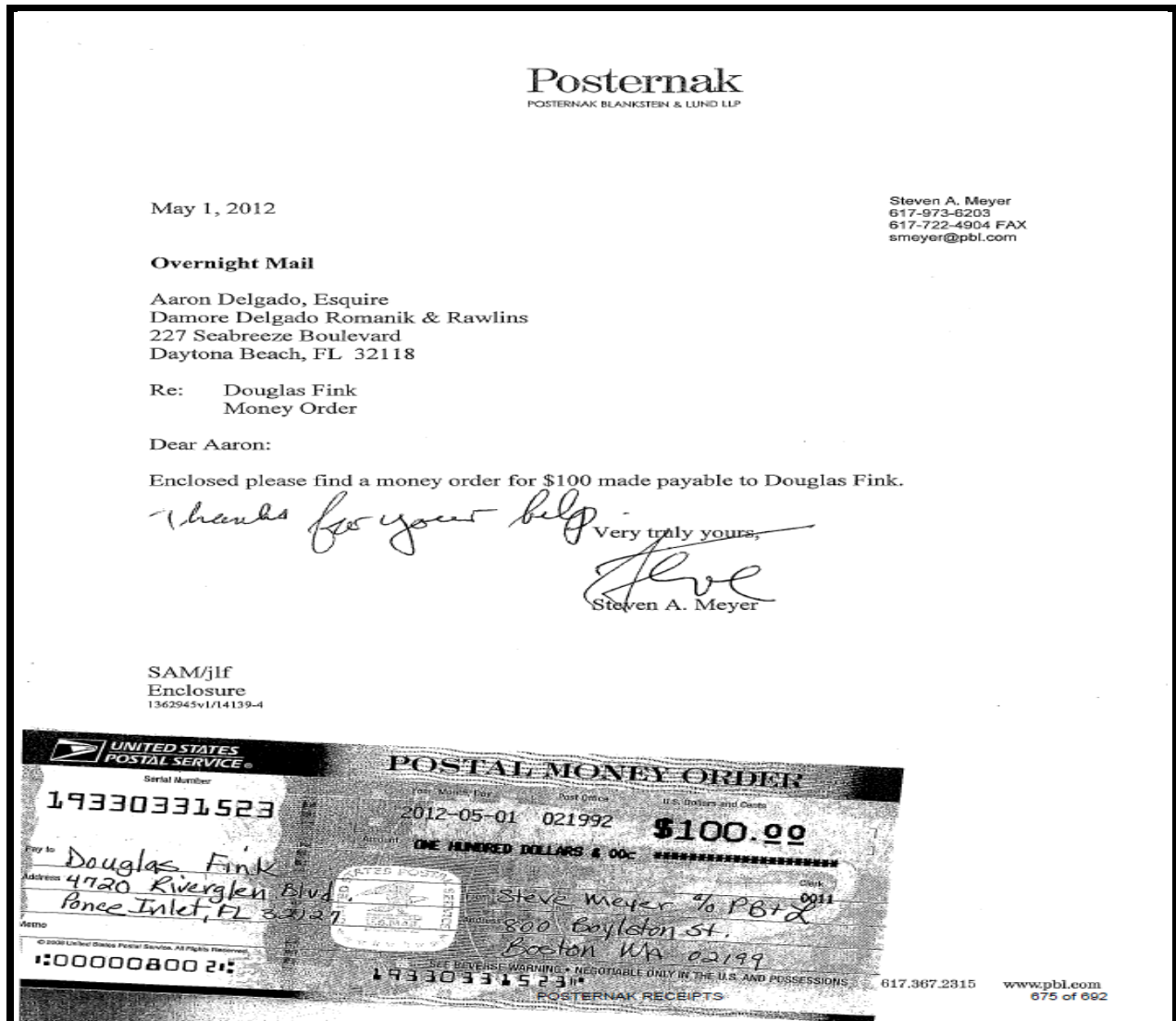
COMMENTS: 1. Please wire \$30,000 from Acct #Z69776980 to Posternak (see attached wire instructions).

2. Please wire \$8,000 from Acct #Y97137120 to Citizens Bank, Routing #211070175, Acct : /o Steven A. Meyer and Chana Meyer.

Very truly yours,  
  
 POSTERNAK RECEIPTS

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- Meyer using Doug Fink's Florida attorney as an intermediary to provide a \$100 money order



- Over and over again, year after year, on a monthly basis, stretching for years, Meyer using his personal credit card to negotiate and pay for medical care and monthly utilities, then seeking reimbursement for those expenses, (and charging hourly fees):



## CLIENTS' FUNDS CHECK REQUEST

If funds are in a separate interest-bearing sub account and you wish to close the account, please enter the amount as "principal plus interest".

Date: 4/10/12

Client / Case No.: 14139-4

Attorney: SAM

Client / Case Name: 2001 IRR. TRUST

Payee: Steven Meyer

Amount: \$853.97

If payable to Firm: Bill attached ☐ OR Bill previously rendered ☐

Purpose: reimbursement for electric (\$723.97) and Dr. Carrett visit on 4/6/12 (\$130)  
re: Doug Fink

Date/Time Needed: \_\_\_\_\_

Partner Authorization (if over \$300): \_\_\_\_\_

*Sam*

[View All Account Activity](#)

[Create a Report](#) [Download Your Statement](#)

Select Time Period:

Transaction Type

Since Last Statement

All Transactions

[View](#)

Transaction Details as of 04/10/2012

<u>Sale Date</u>	<u>Description</u>	<u>Amount</u>
04/06/2012	JAMES A CARRATT MD 386-2522504 FL	\$130.00
Transaction Type: 2		
Post Date: 04/06/2012		
Reference Number: DCLGR830		
Merchant Category: _____		
<a href="#">Inquire About or Dispute This Charge</a>		
04/06/2012	FLORIDA POWER & LIGHT 800-228-3545 FL	\$723.97
04/05/2012	FLORIDA POWER & LIGHT 800-228-3545 FL	\$723.97
04/03/2012	FLORIDA POWER & LIGHT 800-228-3545 FL	

[Print This Page](#)

### Request an Annual Account Summary

To help with your personal financial planning and record keeping, request an Annual Account Summary—it recaps your Citi card spending by month and category. (Available as a PDF only). You are able to make requests until October 15 of each calendar year.

Available Summary:

2011

[Request](#)

If your email address is not current [Please update it](#) before submitting your request.

- The excruciating detail Meyer would require before releasing money, Meyer wiring these funds to Florida then requesting that the funds be returned to a personal account maintained by he and his wife:

**Steven Meyer**

---

**From:** kimberly forbes <kimberforbes01@gmail.com>  
**Sent:** Sunday, January 22, 2012 12:23 PM  
**To:** Steven Meyer  
**Subject:** Re: next week

Hey Steve  
 Doug is really sick and needs a stronger antibiotic plus a decongestant and cough expectorant. I got them called in and they total  
 129.06 @ Walgreens. he's keeping the household up coughing and blowing. I can't have him getting the baby or I sick! AVERY goes for shots tomorrow 120.00  
 Next I have to get Groceries and baby stuff also cleaning products and paper goods plus lightbulbs and gas and his adderall Tuesday which we will need 325 for including everything.  
 Last. The computer is 160 driveout. I added this all up and we are asking for 734.06 for the week to meet all these needs.  
 Doug went to Oh last week so no Dr. For him. I am searching for another. I have a name. A Dr. James Moore. Enjoy the rest of the weekend.  
 Kim. On Wednesday, January 4, 2012, kimberly forbes <kimberforbes01@gmail.com> wrote:

>>> Forwarded conversation  
 >>> Subject: Release

>>> -----  
 >>> From: Steven Meyer <smeyer@pbl.com>  
 >>> Date: Wed, Jan 4, 2012 at 1:51 PM  
 >>> To: "kimberly forbes (kimberforbes01@gmail.com)" <kimberforbes01@gmail.com>

>>> Kim,

>>> Attached is the release for Maureen. After Maureen approves this and signs it, please return it to me so that I can transfer the funds to you.

>>> Steve

>>> Steven A. Meyer

129.06  
 120.00 baby  
 325.00  
 -----  
 574.06  
 160.00  
 -----  
 734.06      \$750 -

**Posternak**  
POSTERNAK BLANKSTEIN & LUND LLP

**Facsimile**

---

**DATE:** March 21, 2012      **FILE NO.:** 14139-4

---

**TO:** Attn: Andrew Flessel or Team Member

---

**COMPANY:** Fidelity Investments

---

**PHONE NUMBER:** 617-267-4839      **FACSIMILE NO.:** 617-585-9916

---

**TOTAL PAGES (INCLUDING COVER PAGE):**

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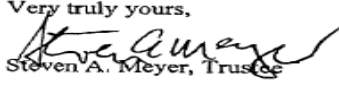
**FROM:** Steven A. Meyer, Esquire

---

**BUSINESS PHONE:** 617-973-6203      **FACSIMILE NO.:** 617-722-4904

---

**COMMENTS:** Please wire \$2,767.04 from Acct #Y97137120 to Citizens Bank, Routing #211070175, Acct c/o Steven A. Meyer and Chana Meyer.

Very truly yours,  
  
 Steven A. Meyer, Trustee

POSTERNAK RECEIPTS

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***The cumulative weight of what is known now, even before discovery, extends far, far beyond “minimum contacts” but evidences extraordinary and repetitive contacts with the forum.***

---

34. The receipts and back up documentation, the attorney fee billing statements, the IRS forms, along with emails and other documents which the Plaintiffs have only recently come into possession of reveal not just the “minimum contacts” the law requires to find that Stephen Meyer and Posternak should expect could find them being hauled into court in Florida but reveal the extraordinary depths with which Meyer and his firm inserted themselves into extensive consumer transactions and disputes, the medical and health care decision making over the lives of the Plaintiffs, their dependents, and other trust beneficiaries – all of whom were Florida residents.

35. Over the course of these years and thousands of transactions, numerous disputes were caused. Utilities were turned off, with late fees assessed. Rent payments were late and other conflicts developed causing additional conflicts. Doug Fink's legal affairs were compromised by Meyer's interference with Fink's own relationships with his attorneys.

36. In short, the Plaintiffs need only show sufficient minimum contacts...and the Defendants' own documents go far beyond this *de minis* showing.

### **CONCLUSION**

The Court should deny the Defendants' motion and order that they answer the complaint within 10 days.

Dated: July 27, 2017

**Weidner Law, P.A.**

Counsel for Plaintiffs

250 Mirror Lake Dr., N.

St. Petersburg, FL 33701

Telephone: (727) 954-8752

Designated Email for Service:

[service@mattweidnerlaw.com](mailto:service@mattweidnerlaw.com)

By: s/ Matthew D. Weidner

Matthew D. Weidner, Esq.

Florida Bar No. 185957

## CERTIFICATE OF SERVICE AND FILING

I HEREBY CERTIFY that a true and correct copy of the foregoing was served this July 27, 2017 to all parties on the attached service list. Service was by email to all parties not exempt from Rule 2.516 Fla. R. Jud. Admin. at the indicated email address on the service list, and by U.S. Mail to any other parties. I also certify that this document has been electronically filed this July 27, 2017.

### **Weidner Law, P.A.**

Counsel for Plaintiffs

250 Mirror Lake Dr., N.

St. Petersburg, FL 33701

Telephone: (727) 954-8752

Designated Email for Service:

[service@mattweidnerlaw.com](mailto:service@mattweidnerlaw.com)

By: s/ Matthew D. Weidner

Matthew D. Weidner, Esq.

Florida Bar No. 185957

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[jclinton@growerketcham.com](mailto:jclinton@growerketcham.com)

*Counsel for Steven Michael Labret*