

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT, IN AND FOR  
SEMINOLE COUNTY, FLORIDA

In re:

Assignment for the Benefit of Creditors of  
AMERICA'S FIRST HOME, LLP,  
a Florida limited liability partnership

CASE NO.: 07-CA-4379-16L

Assignor,

to

LEWIS B. FREEMAN

Assignor.

**OBJECTION TO ASSIGNEE'S SETTLEMENT AND  
COMPROMISE WITH FLORIDA ROCK INDUSTRIES, INC.**

Creditor, Bonded Builders Home Warranty Association ("Bonded Builders"), objects to the Assignee's Motion for Approval of Settlement and Compromise with Florida Rock Industries, Inc. (the "Motion") and the Settlement Agreement attached thereto, and in support states as follows:

1. Prior to America's First Home, LLP's (the "Assignor"), execution of an assignment in favor of Lewis B. Freeman (the "Assignee"), whereby all assets of Assignor were to liquidated for the benefit of creditors (the "Assignment"), Bonded Builders provided home warranties to home owners who purchased homes from the Assignor.

2. Stacey and Cassandra Fenske (the "Homeowners") were among the homeowners to whom Bonded Builders issued a home warranty for the home they purchased from the Assignor.

3. As stated in the Motion, the Homeowners brought claims against the Assignor that related to construction defects by Assignor and Florida Rock Industries, Inc. ("Florida Rock").

4. In full and complete settlement of the Homeowners claims against Assignor, Bonded Builders paid the Homeowners for the construction defects caused by Assignor and Florida Rock. Neither Florida Rock nor Assignor contributed to the payment and settlement of this claim.

5. On December 21, 2007, Assignor made the Assignment to Assignee.

6. Now, Assignee wrongfully believes that it is entitled to any contribution claims paid by Florida Rock, even though Bonded Builders paid the Homeowners to settle any claims it had against Assignor.

7. Under the theory of equitable subrogation, Bonded Builders is entitled to any money paid by Florida Rock for the alleged construction defects raised by the Homeowners in their claims against the Assignor.

8. Allowing the Assignee to recover money from Florida Rock would be inequitable and would create a windfall for the Assignee in that it would award the Assignee money where neither the Assignee nor the Assignor paid to settle the Homeowners' claim.

WHEREFORE, Creditor, Bonded Builders Home Warranty Association, respectfully requests that this Court deny the Assignee's Motion for Approval of Settlement and Compromise with Florida Rock Industries, Inc. and award any money paid by Florida Rock in settlement of Stacey and Cassandra Fenske's claims to Bonded Builders.

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U.S. Mail to Louis B. Freeman, 6600 NW 16<sup>th</sup> Street, Suite 11, Plantation, FL 33313; and R. Scott Shuker,

Esquire, Latham, Shuker, Eden & Beaudine, LLP, P.O. Box 3353, Orlando, Florida 32802-3353,  
this 5<sup>th</sup> day of July, 2008.

  
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