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**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR OKEECHOBEE COUNTY, FLORIDA**

JAMES STEPHENSON,

CASE NO.: 2023-CA-244

Plaintiff,
v.

ASHRAF SHAABAN AHMED,
STATE OF FLORIDA DEPT OF
REVENUE,
Defendants,

**AMENDED FINAL JUDGMENT OF FORECLOSURE AND OTHER RELIEF
(AMENDED TO CORRECT SCRIVENER ERRORS)**

THIS CAUSE having come before the Court at a non-jury trial on Monday, December 9, 2024, and the Court having heard testimony of the parties and witnesses and having accepted documents into evidence for the Court's review states as follows;

FINDINGS OF FACT

1. This Court, having heard testimony of the Plaintiff, JAMES HENRY STEPHENSON (hereinafter "Plaintiff" or "Mr. Stephenson"), finds the Plaintiff to be a credible witness in his testimony before the Court.
2. This Court, having heard testimony of the Defendant, AHSRAF AHMED (hereinafter "Defendant" or Mr. Ahmed") finds the Defendant to not be a credible witness in his testimony before the Court.
 - a. As one example of many that leads this Court to this conclusion, Defendant, who testified to have obtained an accounting degree from the University of Cairo and owned multiple "Boost Mobile" stores at one time, feigned inability to add up 3 relatively small numbers.

3. The evidence presented shows that Defendant was the contract purchaser for the real property and business known as the Okeechobee Motel and RV Park (hereinafter the “Okeechobee Motel”), that the contract purchase price for the Okeechobee Motel was \$600,000.00 and required Defendant make monthly payments of \$8,530.76 to the Plaintiff beginning in July of 2019.
4. The evidence at trial showed that by December of 2019, Defendant had already stopped making the required monthly payments under the Contract for the Okeechobee Motel and that at the time of trial had continued to fall behind.
5. **At trial Defendant admitted that the amount due to Plaintiff on the loan for the Okeechobee Motel, including late fees, interest, and attorney’s fees was agreed to be \$514,400.00 at the time of trial.**
6. During this same time, Plaintiff was also the owner of another piece of real property and RV park known as “Jim’s RV Park”.
7. At trial, the evidence showed that beginning in January of 2020 Defendant took over operating Jim’s RV Park for the Plaintiff while the Plaintiff was in custody.
8. Defendant, while operating Jim’s RV Park for Plaintiff, admitted that he collected rents, hired people to help with evictions at the Park, paid the bills of the Park, and otherwise did all those things an owner of the property would do for the Plaintiff.
9. In the emails between Plaintiff and Defendant that were admitted into evidence, it is clear that Plaintiff put his trust and confidence in Defendant that Defendant would operate Jim’s RV Park on behalf of Plaintiff with Plaintiff’s best interest in mind, that Defendant knowingly and affirmatively took on and accepted this responsibility to operate Jim’s RV Park on behalf of Plaintiff and to operate it with Plaintiff’s best

interest in mind and that as a result the Defendant owed a fiduciary duty to Plaintiff with regards to Jim's RV Park.

a. Below are some excerpts from the emails between Plaintiff and Defendant that support the fiduciary duty that Defendant owed to Plaintiff:

i. Mr. Ahmed tells Plaintiff "...don't worry I won't allow this to happen...trust me if I have any problems I will let you know."

ii. Defendant said to Plaintiff "... **nobody can take this park over my dead body...**"

iii. In July of 2021 Defendant told Plaintiff "...**James I want you to relax I will never let that happen I know what I'm doing there's a big difference between me and Sherri**"

10. Defendant breached his fiduciary duty to Plaintiff with regards to Jim's RV Park when he failed and/or refused to pay the mortgage on Jim's RV Park despite: a) operating the park for Plaintiff, b) promising Plaintiff that he would pay the mortgage, c) Plaintiff advising Defendant to use the funds owed to Plaintiff from the Contract for the Okeechobee Motel to pay the bills and mortgage at Jim's RV Park, and d) collecting rents from the tenants at Jim's RV Park.
11. The evidence presented at trial (Plaintiff's testimony, no evidence to the contrary was provided by Defendant) is that at the time that Jim's RV Park was sold at a foreclosure sale resulting from Defendant's breach of his fiduciary duty to Plaintiff, Jim's RV Park was worth between \$650,000.00 and \$750,000.00, and Plaintiff's double-wide trailer at Jim's RV Park was worth \$80,000.00.

12. Defendant admitted that he had underpaid the Plaintiff for his purchase of the Okeechobee Motel and RV Park in the amount of approximately \$90,000.00 by October 2021. (actual amount according to the documents in evidence is \$93,525.71). October 2021 is the month that Plaintiff's other RV park (referred to at trial as "Jim' RV Park") went into foreclosure for owing about \$90,000.00 on the
13. Mr. Stephenson testified that the Clerk sale amount for Jim's RV Park was \$215,100.00 and that he had received the excess amount owed after the judgment and other expenses.
14. The Court finds that the testimony and evidence of Plaintiff that Jim's RV Park was worth \$650,000.00 on the low end at the time it was lost to foreclosure as competent and reasonable. The property sold at auction for \$215,100.00 and therefore the shortfall compared to the actual value was \$434,900.00.
15. Defendant's breach of his fiduciary duty also caused Plaintiff to lose his double wide home that he had recently purchased for \$80,000.00. Plaintiff testified that he sold and ultimately only received \$30,000.00 for the home because he could no longer pay the storage. Defendant did not contest this testimony. Plaintiff shall recover the \$50,000.00 difference between the value of the home and the price sold as further damages due to Defendant's breach of fiduciary duty for a total when added to the amount in paragraph 18 above of \$484,900.00 owed to him.

IT IS THEREFORE ORDERED AND ADJUDGED that:

- A) As to Plaintiff's Count One – Foreclosure claim, Plaintiff shall recover \$514,400.00 in damages, with said amount including all interest, late fees, and attorney's fees as of the date of trial, for let execution issue; and
- B) As to Plaintiff's Count Six – Breach of Fiduciary Duty claim, the Plaintiff shall recover \$484,900.00 in damages which represents the \$434,900.00 in equity not received from the clerk's foreclosure sale of Jim's RV Park and the \$50,000.00 lost equity in his home, for let execution issue; and
- C) **Interest.** The total amount of \$999,300.00 (\$514,400.00 from A above and \$484,900.00 from B above) in damages shall bear interest from this date forward at the then current statutory judgment rate of 9.38%, for let execution issue; and
- D) **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of Defendant(s), on the following described property in Okeechobee County, Florida:

Property address: 1422 US Hwy 441 SE Okeechobee, Florida.

REAL PROPERTY DESCRIBED IN EXHIBIT "A"

- E) **Sale of Property.** If the total sum with interest at the rate described in Paragraph C and all costs accrued are not paid then the property shall be sold at public sale on **April 16, 2025** to the highest bidder for cash, except as prescribed in Paragraph F, by electronic sale at **11:00 a.m. www.okeechobee.realforeclose.com** in accordance with Section 45.031, Florida Statutes.

The public sale shall not be postponed or canceled without a court order. All orders postponing or canceling sale must be filed with the Clerk of Court no later than 5:00 p.m. five (5) business days before the sale date. Counsel for Plaintiff must

be certain that all sale and Clerk fees are paid and that the original proof of publication no less than five (5) business days before the sale date. Failure to timely file the original proof of publication of the notice of sale and pay the sale and Clerk fees will stop the sale. Additionally, the failure of Plaintiff's counsel to pay the sale fee and properly and timely publish the notice of sale may result in sanctions against the Plaintiff, Plaintiff's counsel individually, and the law firm representing the Plaintiff. Any electronic sale published by the Clerk of the official website for the Clerk and posted to the public areas of the Clerk's offices.

- F) **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Section 45.031, Florida Statutes.
- G) **Distribution of Proceeds.** On filing, the certificate of title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph C from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

- H) **Right of Redemption.** On filing the certificate of sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any.
- I) **Right of Possession.** Upon filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant or tenant remains in possession of the property, an Order Granting the Motion for Writ of Possession shall be entered without further notice of hearing, subject to the purchaser's compliance with Section 83.561, Florida Statutes.
- J) **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

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

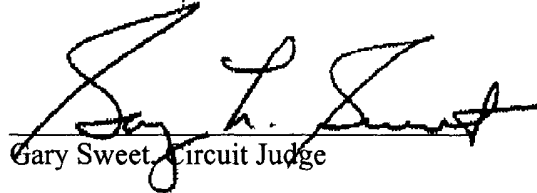
IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

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

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE

SYRE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER UNFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT FLORIDA RURAL LEGAL SERVICES. MONDAY-FRIDAY AT (888)-582-3410, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT FLORIDA RURAL LEGAL SERVICES AT (888)-582-3410 FOR ASSITANCT, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE

DONE AND ORDERED on this 20 day of February, 2025.


Gary Sweet, Circuit Judge

A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES VIA E-FILING PORT:

JOHN MADDEN, ESQ. jmadden@johnmaddenlaw.com

CLAY YATES, ESQ., cyates@feeyateslaw.com cclifford@feeyateslaw.com

Parcel No: 1-34-37-35-0A00-00022-A000

From the Hancock Meander Corner between Sections 34 and 35, Township 37 South, Range 35 East, Okeechobee County, Florida, run South 65° 09 minutes West 374.2 feet along said Hancock Meander Line, thence run South 0° 02 minutes East 297.7 feet to the 17 foot water level of LAKE OKEECHOBEE, thence South 63° 22 minutes West along said water level line 103.73 feet for the POINT OF BEGINNING; thence continue South 63° 22 minutes West along said water level for a distance of 103.72 feet, thence Northerly on a line parallel with and 150 feet equidistance from the West line of the E 1/2 of NE 1/4 of SE 1/4, for a distance of 167.02 feet, more or less, to a point on the South right-of-way line of State Road No. 15; thence Northeasterly along the South line of said State Road 15, a distance of 104.43 feet; thence Southerly a distance of 168.74 feet to the POINT OF BEGINNING.

Parcel No: 1-34-37-35-0A00-00022-0000

From the Hancock Meander Corner between Sections 34 and 35, Township 37 South, Range 35 East, run South 65° 09' West a distance of 374.2 feet along the Hancock Meander Line; thence run South 0° 02' East to the South boundary of State Road 15 (U.S. Hwy 441) for a POINT OF BEGINNING; from said Point of Beginning continue South on same bearing a distance of 170.45 feet to the 17 foot water level of Lake Okeechobee; thence South 63° 22' West along the said water level for a distance of 103.73 feet to a point; thence run North 0° 02' West for a distance of 168.74 feet to the intersection with the South boundary of State Road #15 (U.S. Hwy 441); thence North 65° 09' East along the South boundary of State Road #15 (U.S. Hwy 441) for a distance of 104.44 feet to the POINT OF BEGINNING. Said Tract being the East two lots as shown by a plat of survey of a part of Section 34, Township 37 South, Range 35 East, prepared by LEON H. WILLIS, November 20, 1965.

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.



EXHIBIT A