

Date: 1/15/2008 Time: 2:00:46 PM

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CIVIL DIVISION DOCKET DISPLAY

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SEARCH
CASE NO : 06 - 17229 - FC - 04 DATE:
STATE CASE: 13 - 2006 - DR - 17229 - 0000 - 4
CASE STYLE: DANIEL, DALENE JENNIFER
VS STORCH, SCOTT SPENCER

SEC : 29 *** CLOSED ***
PRINTER:
PRINTOFF:
RECEIPT NO : 252090
POST JUDGMENT PENDING

DATE	CODE	PLEADING DESCRIPTION
01/10/2008	CSFH	NOTICE OF HEARING-MOTIONS 01/22/2008 9:30 AM
01/04/2008	MOTI	MOTION: ATY: 132330 R:8888888
		FOR CONTEMPT FOR FAILURE TO MAKE TIMELY CHILD ETC
01/04/2008	MOTI	MOTION: ATY: 132330 R:8888888
		FOR CONTEMPT FOR FAILURE TO ENROLL CHILD IN FLA. ETC
10/31/2007	GNRP	GENERAL MAGISTRATE RECORD OF PROCEEDING
10/24/2007	MCPT	MOTION FOR CONTEMPT
		FOR FAILURE TO ENROLL CHILD IN PREPAID COLLEGE PROGRAM
10/19/2007	RETM	RETURNED MAIL KEITH HAYNES

PF1=CASE 2=PRINT 3=NAME 4=ATTY 5=CRT REG 6=JUD CAL 7=CASE REL
9=PG FWD 10=PG BK 11=NOTE 12=PREV ENTER=VIEW
2520-FM-160 <PF9> = PAGE FORWARD, <PF10> = PAGE BACK

TIMZ

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 06-17229 FC 29

FAMILY DIVISION

DALENE JENNIFER DANIEL,

Petitioner,

and

SCOTT SPENCER STORCH,

Respondent.

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**MOTION FOR CONTEMPT FOR FAILURE TO MAKE TIMELY CHILD SUPPORT
PAYMENTS AND FOR NOT PAYING CHILD SUPPORT AS ORDERED**

COMES NOW, the Petitioner, DALENE JENNIFER DANIEL, by and through the undersigned attorney, and files this Motion for Contempt for Failure to Pay Child Support and in support hereof states as follows:

1. The parties hereto have one minor child who resides with the Petitioner. Respondent is the legal and biological father of the minor child at issue herein.
2. The parties entered into a Mediated Settlement Agreement which was subsequently ratified by an Agreed Final Judgment entered by this Court on February 14, 2007.
3. Said Mediated Settlement Agreement and the Judgment thereon requires Respondent, Scott Spencer Storch, to pay to Petitioner the sum of \$7,500.00 each month, as and for child support for the parties' minor child.
4. On December 15, 2007, the scheduled date for payment as ordered, Respondent failed to make any child support payment to Petitioner. As of this date

Respondent has not made that scheduled payment nor any other payment for the month of January, 2008. All payments are due on the 15th of each month.

5. The Respondent is habitually late with his child support payments and on numerous occasions he has tendered payments that have been dishonored by the bank causing major disruptions to the Petitioner and the child.

6. Respondent willfully failed to timely pay the child support as ordered by the Court and he presently is in arrears. This has left Petitioner and the minor child of the parties without sufficient support.

7. Respondent is a celebrity and a very successful record producer whose achievements are recognized all over the world. He has produced hit songs for premiere recording artists including Dr. Dre, Christina Aguilera, Jessica Simpson, Beyonce Knowles, 50 Cent, and Justin Timberlake. Moreover, Respondent is well recognized for being one of the wealthiest and most successful music producers in the world. Respondent has the current ability to pay the ordered child support in a timely manner and Petitioner has need of continued child support.

8. Petitioner has incurred additional attorney's fees, which, but for the wrongful actions of Respondent would be unnecessary.

WHEREFORE, Petitioner respectfully requests that this honorable Court:

A. Find Respondent in willful contempt of court for failure to pay the child support as ordered by the Court.

B. Find Respondent in willful contempt of court for failure to pay the child support ordered by the Court in a timely manner.

C. Order immediate payment of arrears due to Petitioner.

D. Order continuing payment of child support in the established amount until further order of court to the contrary.

E. Enforce the prior orders of the court by any means available, including, but not limited to, incarceration, compensatory or coercive fines, garnishment, suit money and costs, an order requiring all future payments be made through the central depository, and any other coercive sanction or relief permitted by law.

F. Award Petitioner a judgment for the total amount owed for past due child support, prejudgment interest on said arrears, and attorney's fees for necessity of this motion and hearing.

Respectfully submitted,

By: 


Jason A. Setchen, Esq.
Florida Bar No. 0132330
999 Ponce de Leon Blvd.
Suite 605
Coral Gables, Florida 33134
Tel. (305) 446-0083
Fax (305) 446-1187
Attorney for Petitioner

CERTIFICATE OF SERVICE

I certify that a copy of this document was mailed to the person listed below on January 3, 2008.

Keith Haymes, Esq.
Attorney for Respondent
2619 South Douglas Road, Suite 1
Coral Gables, Florida 33134

Jonathan Colby, Esq.
Attorney for Respondent
2400 S. Dixie Hwy., #100
Miami, Florida 33133



A handwritten signature in black ink, appearing to read "Jason A. Setchen", is written over a horizontal line.

Jason A. Setchen, Esq.
Attorney for Petitioner

T M Z

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 06-17229 FC 29

FAMILY DIVISION

DALENE JENNIFER DANIEL,

Petitioner,

and

SCOTT SPENCER STORCH,

Respondent.

**SECOND MOTION FOR CONTEMPT FOR FAILURE TO ENROLL
CHILD IN FLORIDA PREPAID COLLEGE PROGRAM AND FOR FAILURE TO
SECURE LIFE INSURANCE FOR BENEFIT OF MINOR CHILD**

COMES NOW, the Petitioner, **DALENE JENNIFER DANIEL**, by and through the undersigned attorney, and files this Motion for Contempt for Failure to Enroll Child in Florida Prepaid College Program, ("Florida Prepaid") and for Failure to Secure Life Insurance for Benefit of Minor Child, and states as follows:

1. The parties hereto have one minor child between them and have settled all issues regarding the child in a Mediated Settlement Agreement. The parties were never married.
2. An Agreed Final Judgment of Determination of Paternity, Child Support, Attorney's Fees and Related Issues which ratified the parties' settlement agreement was entered herein on February 14, 2007 by this Court.
3. The settlement agreement between the parties specifically requires that Respondent purchase a four (4) year Florida Prepaid Program for the minor child within

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six (6) months of the execution of their agreement and he was additionally required to obtain a term life insurance policy in the amount of \$1,000,000.00 or some form of alternate security. The mediated agreement was executed on February 6, 2007 and to date no proof has been furnished to the Petitioner indicating that Respondent has complied with this paragraph of the subject settlement agreement and the six (6) month time period has elapsed.

4. Additionally, despite being obligated to do so, upon information and belief the Respondent has failed to secure the term life insurance policy or alternate security that he is obligated to obtain.

5. Respondent willfully failed to comply with the settlement agreement and is in direct contempt of the Final Judgment/Order ratifying same. The six (6) month time period to secure an enrollment in Florida Prepaid has expired and the child is not enrolled and he has also failed to secure an appropriate amount of life insurance.

6. This is the second time that these particular matters have been placed before the Court for enforcement.

7. Initially, these matters were scheduled for a hearing before General Magistrate William Dellow on October 24, 2007 at 10:00 A.M. The Petitioner and her attorney appeared at the aforementioned hearing as scheduled but the Respondent failed to appear. The Court at the October 24th hearing determined that notice to Respondent was proper and agreed to proceed forward with the hearing despite Respondent's absence. However, the Court continued the case to be heard in the afternoon of that same day to provide Respondent with an additional opportunity to attend the hearing and

to provide more time for the parties to attempt to settle the matter outside of Courtroom before the formal hearing on contempt was to proceed.

8. At the conclusion of the initial hearing at 10:00 A.M., counsel for Petitioner was able to contact the Respondent through his attorneys and the parties were able to settle the outstanding issues. Respondent at that time agreed to immediately pay all of Petitioner's attorney's fees and he further promised to fully fund Florida Prepaid prior to the 2:00 P.M. hearing. Additionally, Respondent agreed to provide paperwork and other materials in support of his contention that he was in the process of securing a life insurance policy that met his obligation under the mediated agreement.

9. Before the Court was scheduled to reconvene the Respondent provided proof that genuine steps had been taken to fund Florida Prepaid and secure an adequate life insurance policy. As a result of the assertions by Respondent the Petitioner reluctantly agreed to stay the matters pending before the Court and, as such, the 2:00 P.M. hearing was taken off calendar. The Respondent's proof of securing life insurance, payment of Florida Prepaid, and payment of attorney's fees is attached hereto as Petitioner's Exhibit "A."

10. Shortly after the matter was taken off of the Court's calendar it was brought to the attention of the Petitioner that the payment by Respondent to Florida Prepaid was dishonored for Insufficient Funds. Accordingly, the child was purged from the Florida Prepaid system, and, to add insult to injury, the Petitioner was fined a \$20.00 charge. Said notice from Florida Prepaid is attached hereto as Petitioner's Exhibit "B."

11. It should be noted that the Respondent is a celebrity and a very successful record producer whose achievements are recognized all over the world. He has

produced hit songs for premiere level artists including the likes of Dr. Dre, Christina Aguilera, Jessica Simpson, Beyonce Knowles, 50 Cent, and Justin Timberlake. Moreover, Respondent is well recognized for being one of the wealthiest and most successful music producers in the world. Respondent clearly has the ability to secure the funds necessary to pay Florida Prepaid to ensure that his biological son will be guaranteed an opportunity to attend a Florida college. He also has sufficient capital to obtain life insurance to secure his child support obligation in line with the mediated agreement.

12. The undersigned has made numerous attempts to resolve all of these matters prior to the filing of this Second Motion for Contempt but these repeated attempts have been without success, as they have been ignored by the Respondent.

13. Petitioner has incurred additional attorney's fees and costs, which, but for the wrongful actions of the Respondent would be unnecessary.

WHEREFORE, the Petitioner, **DALENE JENNIFER DANIEL**, respectfully requests that this honorable Court:

- A. Find Respondent in willful contempt of Court.
- B. Order Respondent to immediately enroll the minor child in the Florida Prepaid Program and secure life insurance or alternate security as set forth in the mediated settlement agreement.
- C. Enforce the prior orders of the Court by any means available, including, but not limited to, incarceration, compensatory or coercive fines, garnishment, suit money and costs, and any other coercive sanction or relief permitted by law.
- D. Award Petitioner attorney's fees for necessity of this motion and hearing.

By: 

Jason A. Setchen, Esq.
Florida Bar No. 0132330
999 Ponce de Leon Blvd.
Suite 605
Coral Gables, Florida 33134
Tel. (305) 446-0083
Fax (305) 446-1187

CERTIFICATE OF SERVICE

I certify that a copy of this document was mailed to the person listed below on
January 3, 2008.

Keith Haymes, Esq.
Attorney for Respondent
2619 South Douglas Road, Suite 1
Coral Gables, Florida 33134

Jonathan Colby, Esq.
Attorney for Respondent
2400 S. Dixie Hwy., #100
Miami, Florida 33133

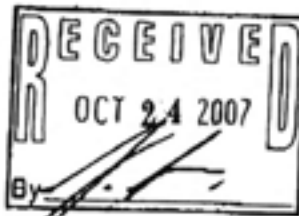

Jason A. Setchen, Esq.
Attorney for Petitioner

**HAYMES
ASSOCIATES**
OF CENTRAL FLORIDA

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210 SOUTH DOWLING ROAD, 10 FLOOR
CORAL GABLES, FLORIDA 33134-1607

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GIACOMO DUVAL
KEITH HAYMES
ALICE E. WARWICK
OF COUNSEL
JONATHAN T. COLBY**
GUY W. TURNICH

*ADMITTED TO PRACTICE IN NEW JERSEY

**ADMITTED TO PRACTICE IN FLORIDA,
NEW YORK & WASHINGTON, D.C.

October 24, 2007

Jason Setchen, Esquire
JASON A. SETCHEN, P.A.
999 Ponce de Leon Blvd., Suite 605
Coral Gables, Florida 33134.

RE: MATTER: Scott Spencer Storch adv. Dalene Jennifer Daniel
CASE: Eleventh Judicial Circuit, Case No.: 08-17229 FC 29
CS. REF.: DPCS-08-FC-29
H+A FILE NO.: 8006.3102

Dear Mr. Setchen:

Pursuant to our telephone conversation, I have done the following:

1. Enrolled the minor child in the Florida Pre-paid College Fund – please see attached.
2. Secured communication regarding the application for the required Life Insurance Policy per the court's requirement – please see attached.
3. Attorney Setchen's fees wired into his account – please see confirmation attached.
4. Additionally, Dalene's child support will be direct deposited into her new Sun Trust account as of this date.

Sincerely,
HAYMES & ASSOCIATES, P.A.

Karyn Miller

Karyn Miller
Paralegal for Keith Haymes

km

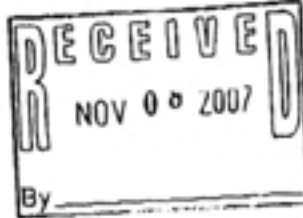
TELEPHONE: 305 379 7900
FACSIMILE: 305 379 7900





November 1, 2007

Dalene Daniel
13505 NE 22nd Ct
North Miami, FL 33181



Account Number: 1088925596

Beneficiary: Jalen Storch

Dear Ms. Daniel:

Your automatic withdrawal payment was returned to our office by your bank for the following reason: **INSUFFICIENT FUNDS**. Please write your ten-digit account number on a check or money order and resubmit your payment, including a \$20.00 charge for the returned item, to the following address:

Florida Prepaid College Board
P.O. Box 31088
Tampa, Florida 33631-3088

If you have any questions concerning your payment, or we can be of any further assistance, please contact this office at the address below, or call 1-800-652-GRAD (4723) and press prompt 2.

Sincerely,

Florida Prepaid College Plan
Customer Service

