IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

TRIDENT ASSET MANAGEMENT, LLC,

Appellant,

v.

Case No. 5D20-2130
LT Case No. 2016-CA-000844
CORRECTED

2050 CONDOTEL INN CONDOMINIUM ASSOCIATION, INC., EXCELLENCE HOLDING, LLC, SARAH BOUGHANMI GOMEZ, BMS REAL ESTATE, LLC, LD GROUP AMERICA, INC., ET AL,

Appellees.

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Opinion filed February 4, 2022

Appeal from the Circuit Court
for Osceola County,
Margaret H. Schreiber, Judge.

M. Shannon McLin, William D. Palmer, and Erin Pogue Newell, of Florida Appeals, Orlando, for Appellant.

Patrick H. Willis, of Willis & Oden, PL, Orlando, for Appellee, 2050 Condotell Inn Condominium Association, Inc.

No Appearance for other Appellees.

WALLIS, J.

Appellant, Trident Asset Management, LLC, appeals the Final Judgment of Foreclosure entered in favor of Appellee, 2050 Condotel Inn Condominium Association, Inc. Appellant contends that the trial court misinterpreted and misapplied the safe harbor provision contained in section 718.116(1)(b), Florida Statutes (2018). We agree and reverse the portion of the Final Judgment that awarded Appellee $168,000 in damages under section 718.116(1)(b). In all other respects we affirm.[1]

At issue in this appeal is a promissory note in the amount of $300,000, which was secured by a mortgage to purchase fifty-eight condominium units in a building located in Kissimmee. Appellant became the owner of the units by virtue of a deed in lieu of foreclosure. Appellee brought a foreclosure action against Appellant to foreclose its lien against the condominium units that resulted from an arrearage of common expenses or regular periodic assessments that had accrued against the units before Appellant acquired ownership of them.

[1] We reject without comment the remaining arguments that were raised by Appellant.

Below, Appellee argued that the safe harbor provision in section 718.116(1)(b) meant that Appellant owed $3,000 per unit, reflecting 1% of the mortgage debt per unit, for unpaid assessments that came due before Appellant took title of the condominium units. In contrast, Appellant maintained that, under the same safe harbor provision, it owed 1% of the original mortgage debt, which is $3,000 total for all of the condominium units.

The trial court ultimately interpreted the safe harbor provision in section 718.116(1)(b) as requiring Appellant to pay $3,000 per unit instead of $3,000 total, which resulted in Appellant owing Appellee $168,000 for unpaid assessments that came due before it took title to the units.[2] On appeal, Appellant argues that this interpretation of the safe harbor provision was erroneous. We agree.

Section 718.116(1)(b) reads, in pertinent part, as follows:

> (b) 1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:
>
> a. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the

[2] Only fifty-six of the fifty-eight condominium units identified in the mortgage were the subject of the foreclosure proceedings.

> acquisition of title and for which payment in full has not been received by the association; or
>
> b. **One percent of the original mortgage debt.** The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. . . .

(Emphasis added).

We conclude that the trial court's interpretation of section 718.116(1)(b) failed to recognize the significance of the language directing that the amount of the safe harbor calculation "is limited to the lesser of . . . [o]ne percent of the original mortgage debt." This clear and unambiguous language limits the calculation to a percentage of the original mortgage debt—$300,000. This interpretation of section 718.116(1)(b)1.b. is further supported by the fact that the term "the unit" is not used when discussing the "original mortgage debt." Had the Legislature intended that "one percent of the original mortgage debt" be calculated on a "per unit" basis, it would have included that language in section 718.116(1)(b)1.b. as it had in section 718.116(1)(b)1.a. See Fla. Carry, Inc. v. Univ. of N. Fla., 133 So. 3d 966, 971 (Fla. 1st DCA 2013) ("Where the legislature includes wording in one section of a statute and not in another, it is presumed to have been

intentionally excluded.").[3] Therefore, we reverse the portion of the Final Judgment that awarded Appellee $168,000 under the safe harbor provision and remand for the trial court to award Appellee $3,000 and to recalculate any interest and fees stemming from that amount.

AFFIRMED in PART, REVERSED in PART, REMANDED with Instructions.

LAMBERT C.J. and SAWAYA, T.D., Senior Judge, concur.

[3] We note that the trial court's interpretation of section 718.116(1)(b)1.b. would result in Appellant being required to pay more than 50% of the original mortgage debt to Appellee, an amount that is in direct conflict with the Legislature's intent to limit the liability of a first mortgagee or its successors or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for unpaid assessments to, at most, 1% of the original mortgage debt.

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

NYC CONSTRUCTION GROUP, INC.,
Appellant,

v.

ANIEL JEROME,
Appellee.

No. 4D21-1143

[February 2, 2022]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Samantha Schosberg Feuer, Judge; L.T. Case No. 50-2019-CA-000226-XXXX-MB.

Wendell Locke of Locke Law, P.A., Plantation, for appellant.

Jeff Tomberg of Jeff Tomberg, Esq., LLC, Boynton Beach, for appellee.

DAMOORGIAN, J.

NYC Construction Group., Inc. ("NYC") appeals the final judgment entered against it in the underlying breach of contract action. The final judgment was entered after NYC failed to appear for a scheduled evidentiary hearing. On appeal, NYC argues the trial court erred in denying its rule 1.540(b) motion for relief as its failure to appear was due to excusable neglect, namely a calendaring error. We agree and reverse.

By way of background, Aniel Jerome ("Plaintiff") entered into a contract with NYC for the construction of a new house. After construction commenced, Plaintiff and NYC began having disagreements and, ultimately, NYC did not complete construction of the house. In response, Plaintiff sued NYC for breach of contract. Plaintiff also included a contractor negligence count against NYC's qualifying agent. NYC answered the complaint, denied the material allegations, and raised several affirmative defenses, including that Plaintiff first breached the contract by failing to remit payment and ordering NYC to stop work. The qualifying agent separately moved to dismiss the negligence count against him, which the trial court granted via an agreed order.

During the pendency of the litigation, NYC's counsel moved to withdraw as counsel. The trial court granted the motion, gave NYC forty-five days to retain new counsel, and warned that failure to do so within that timeframe would "create a presumption that [NYC] no longer desires to have its position represented in the lawsuit and sanctions may be imposed by the Court." After NYC failed to retain new counsel within that timeframe, Plaintiff moved for default judgment and damages against both NYC and the qualifying agent. The trial court entered an order setting the hearing on Plaintiff's motion for December 3, 2020. Following the hearing, which NYC did not attend, the trial court entered final judgment against both NYC and the qualifying agent and awarded Plaintiff damages.

Before the written final judgment was entered, NYC, which now was represented by counsel, filed a verified rule 1.540(b) motion to vacate the judgment. Therein, NYC argued that its failure to appear at the hearing was due to a calendaring mistake. Specifically, NYC inadvertently calendared the hearing for December 4 rather than for December 3. NYC's counsel, who was retained on December 3, appeared for the miscalendared hearing and, after waiting more than thirty minutes, called Plaintiff's counsel who advised that the hearing had occurred the day prior. NYC's counsel filed the motion to vacate three days later. Based on these facts, NYC argued it established excusable neglect and due diligence. Moreover, citing to its affirmative defenses, NYC argued it had meritorious defenses. The motion also argued the court improperly entered judgment against the otherwise dismissed qualifying agent. The motion was signed under penalties of perjury by the qualifying agent and counsel.

The record reflects NYC's motion to vacate was heard at a hearing in February 2020; however, there is no transcript of the hearing. Following the hearing, the trial court entered an amended final judgment removing the qualifying agent. The amended final judgment made no mention of the motion to vacate. NYC thereafter filed a motion requesting entry of a written order denying the motion to vacate judgment. In the motion, NYC represented that the trial court verbally denied the motion during the hearing on the basis that NYC's "miscalendaring of the scheduled hearing did not constitute excusable neglect under Rule 1.540(b)(1)." The trial court did not enter the requested written order.

On appeal, NYC argues the trial court reversibly erred in denying the motion to vacate judgment as it clearly satisfied the elements for relief under rule 1.540(b). Plaintiff does not contest that NYC established the elements necessary to obtain relief under rule 1.540(b). Nonetheless, relying on case law discussing a trial court's power to impose sanctions, Plaintiff argues "the trial court must have concluded that NYC failed to

assert excusable neglect for failing to obtain counsel and denied the motion."

Florida Rule of Civil Procedure 1.540(b) allows a trial court to set aside a final judgment for excusable neglect. Fla. R. Civ. P. 1.540(b)(1). "Excusable neglect is found where inaction results from clerical or secretarial error, reasonable misunderstanding, a system gone awry or any other of the foibles to which human nature is heir." *Bowers v. Allez*, 165 So. 3d 710, 711 (Fla. 4th DCA 2015) (citation and internal quotation marks omitted). The "claim that a failure to appear due to a calendaring or clerical error is the type of 'excusable neglect' or 'mistake' that warrants relief under rule 1.540(b) is well-supported in Florida law." *Acosta v. Deutsche Bank Nat'l Tr. Co.*, 88 So. 3d 415, 417 (Fla. 4th DCA 2012); *see also Giron v. Fairways of Sunrise Homeowners' Ass'n*, 903 So. 2d 1008, 1009 (Fla. 4th DCA 2005).

Here, the calendaring error was supported by the verified motion to vacate, signed and sworn to, by both NYC's counsel and the qualifying agent. Counsel's actions, which were unrebutted, also supported the assertion of a calendaring error. As such, NYC made a colorable claim which satisfied the excusable neglect prong for relief under rule 1.540(b). *See Acosta*, 88 So. 3d at 417 (holding that because "the alleged calendaring error was supported by the verified motion, signed and sworn to, by both counsel and the paralegal that made the error[,] . . . [t]he appellant thus made a colorable claim which satisfied the excusable neglect prong for relief under rule 1.540(b)"). Moreover, Plaintiff does not contest on appeal that NYC's failure to appear at the hearing was due to excusable neglect. Thus, notwithstanding the lack of transcript, there appears to be no factual dispute in this case that NYC is entitled to relief. *See Ocwen Loan Servicing, LLC v. Brogdon*, 185 So. 3d 627, 629–30 (Fla. 5th DCA 2016) (reversing the denial of a motion for relief under rule 1.540(b) in a case where the undisputed evidence established that counsel's failure to appear was due to excusable neglect). *Cf. Williams v. Jessica L. Kerr, P.A.*, 271 So. 3d 82, 83 (Fla. 3d DCA 2019) (affirming for lack of transcript because "[t]he errors articulated on appeal necessarily implicate some factual determinations and are not apparent on the face of the record").

To the extent Plaintiff suggests the trial court properly denied the motion as a sanction, we reject this argument as the record does not indicate that the motion was denied as a sanction. Moreover, the trial court could not deny the motion as a sanction without first providing NYC with notice of its intent to consider imposing sanctions, which the court in this case did not do. *See Celebrity Cruises, Inc. v. Fernandes*, 149 So. 3d 744, 750–51 (Fla. 3d DCA 2014) (recognizing that a court cannot impose

sanctions without first providing notice of its intent to do so and the opportunity to be heard); *see also Chappelle v. S. Fla. Guardianship Program, Inc.*, 169 So. 3d 291, 294–95 (Fla. 4th DCA 2015) (trial court erred in entering judicial default as a sanction without first considering the six factors delineated in *Kozel v. Ostendorf*, 629 So. 2d 817 (Fla. 1993), and making explicit findings as to each factor).

Accordingly, we reverse the amended final judgment and remand with instructions that the trial court grant NYC's motion for relief.

Reversed and remanded.

CIKLIN and KLINGENSMITH, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.

Third District Court of Appeal

State of Florida

Opinion filed February 2, 2022.
Not final until disposition of timely filed motion for rehearing.

No. 3D20-180
Lower Tribunal No. 18-5221

Apollo Trust, et al.,
Appellants,

vs.

BNP Paribas Jersey Trust Corporation Limited,
Appellee.

An Appeal from a non-final order from the Circuit Court for Miami-Dade County, Beatrice Butchko, Judge.

Gelber Schachter & Greenberg, P.A., and Daniel S. Gelber, Adam M. Schachter and Juan Carlos Zamora Jr., for appellants.

Marcus Neiman Rashbaum & Pineiro, LLP and Michael A. Pineiro; Kula & Associates, P.A., and Elliot B. Kula, W. Aaron Daniel and William D. Mueller, for appellee.

Before EMAS, GORDO and BOKOR, JJ.

BOKOR, J.

Apollo Trust appeals the trial court's denial of a motion to dismiss for lack of jurisdiction. We have jurisdiction.[1] The underlying litigation involves family disputes, trusts, art collections, allegations of hidden assets, and domestication of a judgment and freeze order from the Island of Jersey. *Ocean's Eleven* has nothing on the facts of this case. Stripping aside the family drama and globetrotting intrigue, we are left with a fact-intensive inquiry of minimum contacts under Venetian Salami and its progeny.[2] Against this backdrop, we conclude that the trial court admirably waded through the lengthy allegations but should have conducted a limited evidentiary hearing related to the ownership of artwork stored in Miami before finding jurisdiction.[3]

BACKGROUND

In 1987, Edoarda Crociani, a wealthy matriarch from Monaco, established the Grand Trust for the benefit of her daughters, Cristiana and Camilla Crociani. The Grand Trust's assets included a company that held a collection of fine art, the Crociani Art Collection. In February 2010, Edoarda transferred the company to a new trust, the Fortunate Trust, for which she

[1] See Fla. R. App. P. 9.130(a)(3)(C).
[2] Venetian Salami Co. v. Parthenais, 554 So. 2d 499 (Fla. 1989).
[3] Additionally, Apollo seeks review of the trial court's handling of a motion to withdraw as counsel. We affirm on that issue without further comment.

was the grantor and sole beneficiary. The next year, Edoarda transferred the investment portfolio held by the Grand Trust into the Fortunate Trust. Due to a breakdown in her relationship with Cristiana, Edoarda revoked the Fortunate Trust, reverting the trust's assets to Edoarda. Edoarda then liquidated the investment portfolio and transferred the assets, including the Crociani Art Collection, outside of Jersey to herself and other various offshore entities that she controlled.

Edoarda and appellee, BNP Paribas Jersey Trust Corporation Ltd., served as co-trustees of the Grand Trust from October 2007 through February 2012. In connection with Edoarda's formation and revocation of the Fortunate Trust, in 2010 and 2011, Edoarda provided BNP with two indemnities obligating her to indemnify BNP against any liability or loss arising from the management or administration of the Grand Trust.

In 2013, Cristiana Crociani sued Edoarda and BNP in the Royal Court of Jersey for breach of trust. BNP, in turn, filed a cross claim (referred to in the Jersey proceedings as a third-party claim) against Edoarda pursuant to the 2010 and 2011 indemnities. In connection with its cross claim, BNP applied to the Jersey court for a pre-judgment worldwide asset freeze and disclosure order against Edoarda, citing her history of non-compliance with court orders. On August 4, 2016, the Jersey court entered a pre-judgment

freezing order, which restrained Edoarda from: (1) removing assets from the Island of Jersey held by her or over which she has direct or indirect control; and (2) disposing of or diminishing the value of any assets held by her or over which she has direct or indirect control, whether solely or jointly owned, up to the value of $194 million.

After years of litigation, on September 11, 2017, the Jersey court entered judgment in favor of Cristiana on her breach of trust claims against Edoarda and BNP. Edoarda and BNP were found jointly and severally liable to Cristiana and ordered to reconstitute the trust or provide her with equitable compensation for the current value of the trust assets. Edoarda and BNP were ordered to make an initial payment of $100,347,046.00 to the new trustee of the Grand Trust, $52 million of which BNP has already paid. On BNP's cross claim against Edoarda, the Jersey court held Edoarda was obligated to indemnify BNP for the full amount of its liability to Cristiana as well as for any other losses sustained by BNP. The Jersey court also entered a post-judgment freezing order, making permanent the terms of the pre-judgment freezing order.

Edoarda has not satisfied any portion of the judgment and has continued to violate the freezing order by hiding and transferring assets to avoid enforcement of the judgment. BNP engaged in extensive discovery to

locate Edoarda's assets throughout the world, including in the United States. Through discovery, BNP learned that, in December 2016, Edoarda transferred the Crociani Art Collection to different parts of the world. Seven of those paintings have been located at the Museo Vault, an art storage facility located in Miami-Dade County, Florida.

On February 23, 2018, BNP instituted an action in the circuit court in Miami-Dade County to obtain the paintings located in Miami-Dade County in partial satisfaction of the judgment. First, BNP filed a petition in the lower court seeking recognition and enforcement of the Jersey judgment and post-judgment freezing order. Next, on February 26, 2018, BNP filed an *ex parte* emergency motion seeking recognition of the freezing order and a temporary injunction that would enforce and recognize the freezing order. That same day, the trial court granted BNP's *ex parte* emergency motion, recognizing the freezing order and enjoining Edoarda, as well as anyone else served with or in receipt of a copy of the order, from "disposing of, dealing with, or diminishing the value of any of" the paintings located in Miami-Dade County.

On April 2, 2018, Apollo Trust specially appeared to file its motion to dissolve the *ex parte* temporary injunction. Who is Apollo? In its motion, Apollo averred: (1) Apollo (not Edoarda) owned several pieces of art subject to the temporary injunction; (2) Apollo was not a party to the Jersey

judgment; (3) Apollo was not a named party in the Miami-Dade circuit court proceedings; and (4) the circuit court had no basis for exercising personal jurisdiction over Apollo. On April 6, 2018, the trial court denied Apollo's motion to dissolve the injunction.[4]

Later, on October 30, 2018, BNP filed a motion for proceedings supplementary and to implead the United Trust entities, as trustees of Apollo, as defendants, which the trial court granted on November 13, 2018, issuing notices to appear in compliance with section 56.29(2), Florida Statutes. Apollo and United Trust filed a limited response contesting personal jurisdiction and moved to dismiss for lack of personal jurisdiction. After a hearing, the trial court denied the motion to dismiss for lack of personal jurisdiction. The trial court subsequently denied a motion for reconsideration. This appeal followed.

ANALYSIS

We review a trial court's denial of a motion to dismiss for lack of personal jurisdiction *de novo*. See Bohlander v. Robert Dean & Assocs. Yacht Brokerage, Inc., 920 So. 2d 1226, 1228 (Fla. 3d DCA 2006) (citing

[4] On appeal, this court per curiam affirmed the trial court's denial of Apollo's motion to dissolve the injunction. Apollo Tr. v. BNP Paribas Jersey Tr. Corp. Ltd., 256 So. 3d 191 (Fla. 3d DCA 2018).

Execu-Tech Bus. Sys., Inc. v. New Oji Paper Co., Ltd., 752 So. 2d 582 (Fla. 2000)).

This matter involves the interplay between proceedings supplementary and the exercise of specific jurisdiction over non-resident defendants in possession, custody, or control over certain assets—the Miami artwork—located in Florida and subject to execution. Here, Apollo challenges the trial court's exercise of personal jurisdiction. As we agree that no general jurisdiction exists over Apollo and its trustees, we examine whether BNP states a claim subjecting Apollo and its trustees to specific jurisdiction.

We first examine whether the trial court properly exercised personal jurisdiction over Apollo and its trustees. The issue here, stripped down of the international intrigue, becomes a standard Venetian Salami analysis: does "the complaint allege[] sufficient jurisdictional facts to bring the action within the ambit of the statute;" and if it does, does the record reveal "sufficient 'minimum contacts' . . . to satisfy due process requirements?" Venetian Salami Co. v. Parthenais, 554 So. 2d at 502 (citations omitted). As to the first inquiry, a careful review of the record reveals that BNP's motion

for proceedings supplementary alleged sufficient jurisdictional facts within the ambit of the long-arm statute.[5]

The determinative question revolves around the second prong of the Venetian Salami analysis: whether sufficient minimum contacts exist to subject Apollo to the jurisdiction of a Florida court.[6] Based on the facts of this case, the minimum contacts analysis hinges on the long-arm statute's connexity requirement. Connexity requires that a defendant's conduct occur in Florida and that a plaintiff's cause of action arise from such Florida activity. Banco de los Trabajadores v. Cortez Moreno, 237 So. 3d 1127, 1135 (Fla. 3d DCA 2018). Here, the underlying proceeding supplementary seeks to

[5] BNP alleged that: (1) in October 2017, Apollo Trust began coordinating the transfer of the artwork at issue to Museo Vault in Miami; (2) in November 2017, Apollo shipped the artwork from Luxembourg to Museo Vault in Miami, and entered into a storage agreement with Museo Vault for storage of the paintings; (3) when it transferred the artwork, Apollo obtained insurance for the artwork through NSI Insurance, a south Florida insurance company; (4) Apollo engaged an art appraisal company to examine the paintings in Florida; and (5) it retained Florida counsel to assist it with storing and insuring the paintings. These allegations support a *prima facie* case for specific jurisdiction pursuant to sections 48.193(1)(a)(1), 48.193(1)(a)(2), 48.193(1)(a)(4), and 48.193(1)(a)(9), Florida Statutes.

[6] The test to determine whether the due process requirement is satisfied asks "whether the defendant's conduct in connection with the forum state is 'such that he should reasonably anticipate being haled into court there.'" Venetian Salami, 554 So. 2d at 500 (quoting World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980)).

attach artwork located in Miami-Dade County, which may be applied toward the satisfaction of the Jersey judgment. § 56.29(2), Fla. Stat.

Apollo offers a novel read on the connexity requirement. Apollo argues: "First, and most fundamentally, BNP has not asserted any cause of action against Impleaded Defendants pursuant to which specific jurisdiction could exist." This argument misses the mark. In this case, it's about the asset, and who owns it. Apollo's argument would create a rigid "talismanic jurisdictional formula[]," ignoring that "the facts of each case must [always] be weighed in determining whether personal jurisdiction would comport with fair play and substantial justice." Venetian Salami, 554 So. 2d at 501 (citations and quotations omitted). Indeed, following Apollo's argument to its logical conclusion would create a legal catch-22 that would allow a judgment debtor to hide assets in another jurisdiction in which the debtor has no other contacts.

Rather, this court recognized that "[t]he minimum contacts requirement of the due process clause does not prevent Florida from enforcing another state's valid judgment against a judgment-debtor's property located there, regardless of the lack of other minimum contacts by the judgment-debtor." Tabet v. Tabet, 644 So. 2d 557, 559 (Fla. 3d DCA 1994) (citing Shaffer v. Heitner, 433 U.S. 186, 210 n.36 (1977)). However, our inquiry doesn't end

here. We also disagree with BNP's overbroad understanding of *quasi in rem* jurisdiction which would, taken to its logical extreme, allow impleading of any defendant at any time based on the location of an asset in Florida, without regard to ownership. Instead, as in Tabet, the linchpin of jurisdiction, regardless of talismanic language and labels, rises and falls on whether Edoarda owns, or maintains an executable interest, in the Miami artwork.

So, who owns the artwork? Apollo filed an affidavit claiming Apollo's—not Edoarda's—ownership of the Miami artwork. If the artwork isn't Edoarda's, Apollo argues, then BNP can't satisfy the connexity requirement or demonstrate minimum contacts. BNP seeks to execute against *Edoarda's assets,* and such execution doesn't arise out of *Apollo's* storage of artwork Apollo claims to own, in Florida. In other words, according to Apollo, what connection could Apollo, a foreign entity doing no business in Florida, have to an action seeking to execute on Edoarda's assets, when the assets sought are owned not by Edoarda, but by Apollo?

The facts and legal analysis in Tabet prove instructive here. In Tabet, the wife sued the husband for divorce in California state court. Id. at 558. The California court entered a money judgment in favor of the husband. Id. To enforce the judgment, the husband sought to execute on three properties located in Miami-Dade County, titled in the name of a German entity. Id.

The husband then domesticated the California judgment in Florida and obtained an *ex parte* temporary injunction to prevent the wife from transferring her interest in the properties. Id. The Miami-Dade court issued a writ of execution against the wife, and the husband filed proceedings supplementary to determine the value of the wife's interest in the Miami-Dade property. Id.

The wife moved to dismiss the proceedings supplementary for lack of personal jurisdiction, arguing that she had no minimum contacts with Florida. Id. at 558–59. This court rejected the wife's argument, holding, "[a]s to the jurisdiction question, any executable property interest which Wife has in the Dade County properties is a sufficient minimum contact to confer personal jurisdiction over her for the purpose of satisfying the domesticated judgment." Tabet, 644 So. 2d at 559. This court remanded the cause back to the trial court for a limited evidentiary hearing to determine the true owner of the real property. Id.

While at first glance, the multiple transfers, disputed ownership, and use of trusts present a wrinkle to the exercise of personal jurisdiction over Apollo, the Tabet analysis provides the piece to solve the puzzle. Like in Tabet, this matter should be remanded for a limited evidentiary hearing to

determine Edoarda's "executable property interest" in the artwork in Miami-Dade County. Id.

In the action on appeal, BNP alleged that the Miami artwork can be traced directly to the judgment-debtor, Edoarda.[7] Apollo filed an affidavit claiming ownership of the Miami artwork. BNP filed a counter-affidavit. This becomes a factual dispute over ownership that must be resolved by the trial court. The resolution of this inquiry determines the ultimate question before us: whether the defendant should reasonably anticipate being haled into court in Florida.

CONCLUSION

This question must be resolved in a limited evidentiary hearing aimed at determining Edoarda's executable interest in the Miami artwork, if any.[8] Id.; see also Mejia v. Ruiz, 985 So. 2d 1109, 1112–14 (Fla. 3d DCA 2008) (explaining method of determining whether a conveyance of personal property is void); WH Smith, PLC v Benages & Assocs., 51 So. 3d 577, 581 (Fla. 3d DCA 2010) ("[T]he procedure for determining long-arm jurisdiction

[7] In its response in opposition to Apollo Trust's motion to dissolve temporary injunction, BNP describes, in detail, the actions of the judgment-debtor's ownership of the Crociani Collection which includes the Miami artwork and the subsequent transfer of the artwork to Apollo.

[8] In determining Edoarda's executable interest, the trial court should consider, to the extent necessary, ownership, fraudulent transfer, and alter ego jurisdiction.

set forth in Venetian Salami . . . is universal and therefore applicable to the alter ego theory." (citations omitted)). If Edoarda possesses such an interest in the Miami artwork, then Apollo and its trustees, who undisputedly store, maintain, and insure the artwork in Miami, could reasonably anticipate being haled into a Florida court where the assets are located.[9] See Tabet, 644 So. 2d at 559; see also Venetian Salami, 554 So. 2d at 502.

Accordingly, we affirm the order of the trial court in part but reverse and remand for a limited evidentiary hearing consistent with this opinion.

[9] A judgment debtor's alleged attempt to shield assets from attachment by fraudulent transfer is not a matter of first impression. In Mejia, the plaintiff/appellant Australia Mejia instituted proceedings supplementary against impleaded parties to attach the proceeds of an alleged fraudulent sale of an apartment complex by the judgment debtor. Mejia, 985 So. 2d at 1111. In that case, this court considered whether the transfer was void pursuant to section 56.29(6)(b), Florida Statutes. Section 56.29(6)(b), Florida Statutes, renders void any transfer, assignment, or other conveyance of personal property made or contrived by defendant to delay, hinder or defraud creditors. §56.29(6)(b), Fla. Stat. Such alleged fraudulent transfers are to be determined in accordance with sections 726.105(1) and (2), Florida Statutes. §§726.105(1)-(2), Fla. Stat. If the transfer is void, notwithstanding Apollo's claims, Edoarda is the true owner of the Miami artwork.