

URBAN THIER FEDERER & CHINNERY PROFESSIONAL ASSOCIATION

University of Miami

School of Law;
Coral Gables, Florida
J.D. (Juris Doctor)
conferred May 1999,
with Honors (cum laude)

University of West Florida

College of Business;
Pensacola, Florida
M.B.A. (Master in
Business Administration)
conferred December
1994, with High Honors
(magna cum laude)

Ithaca College

School of Business;
Ithaca, New York
B.S. (Bachelor of Science
in International Business)
conferred May 1991

Educational Honors

University of Miami International
and Comparative Law Review
Phi Delta Phi Legal Fraternity
Recipient, CALI Excellence for the
Future Award
International Moot Court Board
Dean's List
Graduate Fellowship

JOHN L. URBAN



John L. Urban is a shareholder in Urban Thier Federer & Chinnery, P.A. He is based in the Orlando office and his practice focuses primarily on civil litigation in the areas of business and contract disputes, commercial law, collections, domestication and enforcement of foreign judgments, international law, real estate

and probate. He has been the lead attorney for over 400 federal court lawsuits and 100 state court lawsuits. Mr. Urban was formerly an associate attorney with the law firms of Stack Fernandez Anderson & Harris, P.A. and Stephens Lynn Klein La Cava Hoffman & Puya, P.A., in Miami, Florida. He is a litigation attorney, concentrating his practice in domestic and international commercial and civil matters, business torts and disputes, complex commercial litigation, Uniform Commercial Code issues, real estate law, products liability, creditor's rights and appellate matters.

Mr. Urban is a member of the Florida Bar, the State Bar of Georgia, the bar of the Supreme Court of the United States, the bar of the Eleventh Circuit Court of Appeals, the bars of the United States District Courts for the Southern, Middle, and Northern Districts of Florida, the bar of the United States Court of International Trade, and the bars of the United States Bankruptcy Courts for the Southern, Middle, and Northern Districts of Florida.

EMPLOYMENT

Shareholder, Urban Thier Federer & Chinnery, P.A.

Orlando, Florida, July 2005 - Present

Associate Attorney, Stack Fernandez Anderson & Harris, P.A.

Miami, Florida, February 2002 – July 2005

Associate Attorney, Stephens Lynn Klein La Cava Hoffman & Puya, P.A.

(formerly/merged with Martens Dunaj Marlowe Davis & Marlowe, P.A.)

Miami, Florida, August 1999 – February 2002

Law Clerk, Barry S. Franklin & Associates, P.A.

Miami, Florida, May 1998 – June 1999

Law Clerk, the Honorable Sandy S. Karlan, Circuit Court Judge

Miami, Florida, January 1998 – April 1998

Intern, Deutsche Shell AG (Shell Oil Germany)

Hamburg, Germany, May 1997 – August 1997

- Marketing and Production Department

Captain, United States Air Force

Eglin Air Force Base, Florida, November 1991 – August 1996

- Squadron Section Commander, 40th Flight Test Squadron, 1993 - 1996

-- Second in command (Assistant Director) of 400 military and civilian personnel organization

- Squadron Executive Officer, 46th Component Repair Squadron, 1992 - 1993

-- Administrator for a squadron with 385 military and civilian personnel

- Commander's Action Group, 3200th Support Wing, 1991 - 1992

-- Assisted in directing the planning and execution of major exercises involving all units and personnel of the world's largest air force base

Intern, Otto Versand (German multinational corporation)

Hamburg, Germany, September 1991 – November 1991

- International Marketing Department

REPRESENTATIVE LITIGATION

In Re: KA and KM Development, Inc., Bankruptcy Case No. 6:09-bk-06245-KSJ; Hollander et al v. KA and KM Development, Inc., Titleconcepts, LLC, SunTrust Bank, and Kalidas, Adversary Proceeding Case Nos. 6:09-ap-0772-KSJ and 6:09-ap-0927-KSJ; and Federal District Court Case Nos. 6:08-cv-(2132-2155)-ACC-DAB and 6:09-cv-(0050-0055, 0185-0186, 0189-0192, 0194-0199, 0282-0285, 0287-0288, 0290-0292, 0330-0337, 0411-0412, 0414, 0419-0422, 0693)-ACC-DAB. Represented over 100 United Kingdom residents in 67 separate federal lawsuits filed in the United States District Court for the Middle District of Florida against KA and KM Development, Inc., for violations of the Interstate Land Sales Full Disclosure Act (15 U.S.C. § 1701 et seq), the Securities Act of 1933 (15 U.S.C. § 77e), the Florida Securities and Investor Protection Act (Florida Statutes Chapter 517), the Florida Condominium Act (Florida Statutes Chapter 718), the Florida Deceptive and Unfair Trade Practices Act (Florida Statutes § 501.201 et seq), Breach of Contract and other causes of action to terminate each purchase contract and to recover deposits paid. After the developer filed a petition for bankruptcy in the United States Bankruptcy Court for the Middle District of Florida, filed Proofs of Claim for each client and adversary lawsuits, on behalf of 93 of the 176 Lake Eve Resort development units, within the bankruptcy proceeding. After asserting multiple claims and litigating against the developer (KA and KM Development, Inc.), the escrow agent (Titleconcepts, LLC), the mortgage holder (SunTrust Bank) and the officers of the developer (Kalidas), able to secure settlement of all claims against all parties after extended multiday court ordered mediation sessions. Pursuant to settlement, Amended Plan of Reorganization provided for all 93 client units to be released from contractual obligation and to recover full amounts remaining in escrow (at least 10 percent of the contracted for purchase price for each client unit) plus additional amounts for a total recovery of over \$4,500,000.00.

Kiersz v. Seymour International, Inc., Case No. 6:08-cv-1664-Orl-22GJK (M. D. Fla. 2010); 201 DPH LLC, v. Seymour International, Inc., Case No. 6:08-cv-1665-Orl-22GJK (M. D. Fla. 2010); HAA 505 LLC, v. Seymour International, Inc., Case No. 6:08-cv-1666-Orl-22GJK (M. D. Fla. 2010); 211 VBH LLC, v. Seymour International, Inc., Case No. 6:08-cv-1667-Orl-22GJK (M. D. Fla. 2010); and Harari v. Seymour International, Inc., Case No. 6:09-cv-1277-Orl-22GJK (M. D. Fla. 2010). Represented a number of Central and South American plaintiffs who entered into purchase agreements with Seymour International, Inc., to purchase units in the Point Orlando Resort Condominium development. Based upon the plaintiffs' motions for summary judgment, the United States District Court for the Middle District of Florida entered Final Judgments terminating the parties' purchase agreements and awarding the plaintiffs their full deposits plus attorney fees, interest and costs.

Hemachandra v. Lake Buena Vista Resort, L.L.C., Case No. 6:08-cv-1516-Orl-35KRS (M. D. Fla. 2009); Nguyen v. Lake Buena Vista Resort, L.L.C., Case No. 6:08-cv-1658-Orl-35KRS (M. D. Fla. 2009); and Tran v. Lake Buena Vista Resort, L.L.C., Case No. 6:08-cv-1516-Orl-35KRS (M. D. Fla. 2009). Represented a number of United States based plaintiffs who entered into purchase agreements with Lake Buena Vista Resort, LLC, to purchase units in the Lake Buena Vista Resort development. Based upon the plaintiffs' motions for summary judgment, the United States District Court for the Middle District of Florida entered Final Judgments terminating the parties' purchase agreements and awarding the plaintiffs their full deposits plus attorney fees, interest and costs. Brought multiple garnishment proceedings in aid of execution and collection of the final judgments.

Harvey v. Lake Buena Vista Resort, L.L.C., 568 F.Supp.2d 1354 (M. D. Fla. 2007) affirmed Harvey v. Lake Buena Vista Resort, L.L.C., 306 Fed.Appx. 471 (11th Cir. 2009). Represented United Kingdom resident husband and wife in United States District Court for the Middle District of Florida federal lawsuit for violations of the Interstate Land Sales Full Disclosure Act, Florida Statutes Chapter 718, Breach of Contract and other causes of action against defendant developer to recover their \$77,800.00 deposit. Based upon plaintiffs' motion for summary judgment, Court entered Final Judgment terminating the parties' purchase contract and awarding the plaintiffs their full deposit plus attorney fees, interest and costs. The developer appealed the decision to the Eleventh Circuit Court of Appeals (the federal appellate court for the States of Alabama, Florida and Georgia). The Eleventh Circuit Court of Appeals three judge panel unanimously affirmed the federal trial court's final judgment and the plaintiffs recovered over \$150,000.00 in deposits, fees, interest and costs.

Baker v. Plaza Court, L.P., Ninth Judicial Circuit, Orange County, Florida, Case Number 2007-CA-13562 affirmed Plaza Court, L.P., v. Baker-Chaput and O'Brien, 17 So.3d 720 (Fla. 5th DCA 2009), Case Numbers 5D08-899 and 5D08-1188 (Fla. 5th DCA 2009). Represented, and filed lawsuit for violation of the Interstate Land Sales Full Disclosure Act, Florida Statutes Chapter 718, Breach of Contract and other causes of action on behalf of, plaintiff who was party to a purchase contract for the purchase of a condominium unit from Plaza Court, L.P., at Solaire at the Plaza Condominium. Based upon plaintiff's motion for summary judgment, Court entered Final Judgment terminating the contract and awarding the plaintiff client his full deposit plus attorney fees, interest and costs. The developer appealed the decision to the Fifth District Court of Appeals (the state appellate court for central Florida). Prepared answer brief and conducted oral argument before three judge panel of Fifth District Court of Appeals, result - three judge panel unanimously affirmed the trial court's final judgment and the plaintiffs recovered deposits, fees, interest and costs totaling more than twice the amount of the deposits at issue.

Pistner v. SBI Consult GmbH, Ninth Judicial Circuit, Orange County, Florida, Case Number 2007-CA-06791. Domesticated multiple German judgments in Florida court and then enforced same by seizing assets of the defendant being held by an investment company in Florida.

Zwebner, Universal Communication Systems, Inc., & Airwater Corporation v. Coughlin, Case No. 05-20168-CIV-COOKE (S. D. Fla. 2005) Represented California defendant sued in the Southern District of Florida. Secured final judgment and order of dismissal of case in favor of defendant/client on personal jurisdiction, subject matter jurisdiction and venue grounds. Also defeated plaintiff's motion for reconsideration of final judgment and order of dismissal.

Daghofer v. Daghofer (Fla. 4th DCA 2003) Domesticated and enforced Austrian judgments in Florida and prepared Fourth District Court of Appeals initial appellate brief. Former husband and wife were involved in litigation initiated by the former wife in Austria. After unfavorable developments in Austria, the former wife brought a second action in Florida in an attempt to forum shop and litigates the same issues pending and/or adjudicated before the Austrian court. Case involved German and English documents as well as a complex procedural history.

Bio-Med Plus, Inc. v. Shea, 827 So.2d 260 (Fla. 3d DCA 2002) Prepared answer brief and conducted oral argument before three judge panel of Third District Court of Appeals. Case involved plaintiff who appealed dismissal with prejudice of its third amended complaint, which was its fourth attempt to state a cause of action against three officers of bankrupt corporation. The appellate court PCA affirmed the lower court's dismissal of all defendants/clients and denied the appellant's subsequent motions for reconsideration and re-hearing en banc.

Armando v. Padlocker, Inc., 209 F.3d 1319 (11th Cir. 2000) Prepared Eleventh Circuit Court of Appeals answer brief. Case involved a pregnant, female, African-American who was terminated from her employment shortly after expiration of her probationary period. The appellate court affirmed the dismissal with a written opinion.

McKesson Corporation v. Wells Fargo Alarm Services, Inc. and Securtek Plus, Inc., Fourth Judicial Circuit, Duval County, Florida, Case Number 1998-CA-006753. in the Fourth Judicial Circuit Court in and for Duval County, Florida. Case involved a lawsuit brought by a pharmaceutical company to recover \$500,000.00 in damages for pharmaceuticals spoiled when the company's refrigeration system malfunctioned and the rising temperature was not reported by the alarm services company contracted to continuously monitor the refrigeration system. Prepared motion for summary judgment as to client/defendant alarm services company based upon contractual language contained in the parties' alarm services contract. Despite the fact that the alarm company had negligently handled the refrigeration alarm, the court entered summary judgment in favor of the defendant/client.

REPRESENTATIVE TRIAL EXPERIENCE

Wills v. Chadwick, Eighteenth Judicial Circuit, Brevard County, Florida, Case Number 2006-CA-11046. Lead counsel in bench trial representing defendant client who entered into purchase and sale contract to sell ocean front condominium unit. After hurricane destroyed condominium and the unit was completely rebuilt, client refused to continue with sale of unit and purchasers sued for damages and specific performance. After bench trial involving extensive fact and expert witness testimony, Court ruled in favor of defendant client and entered final judgment against plaintiffs, finding contract terminated.

Chenevert v. Pappas, Ninth Judicial Circuit, Orange County, Florida, Case Number 2007-CA-150. Lead counsel in bench trial representing New Hampshire plaintiff who purchased equipment from an Orlando area based business based upon certain promises made by a principal of the business. After bench trial, Court ruled in favor of client and entered final judgment against defendant/principal of business personally for full amount paid to the business.

Youssef v. Abbas, Ninth Judicial Circuit, Orange County, Florida, Case Number 2006-CA-00842. Lead counsel in bench trial representing New Jersey plaintiff who co-owned real property in Florida with former wife, who continued to reside in the property. After extensive litigation and multiple amended counterclaims by defendant, court ruled in favor of plaintiff/client, entering final judgment for partition and forced sale of the real property.

Devoogel v. Petit, County Court in and for Orange County, Florida, Case Number 2005-SC-9561. Lead counsel in bench trial representing defendant who retained plaintiff's earnest money deposit for purchase of real estate. Although plaintiff never signed a contract and never agreed that defendant could keep deposit if purchase was not completed, court ruled in favor of defendant/client, allowing client to retain the entire deposit.

Zimmerman v. Sunset Rugs & Antiques, Inc. and Amini, Eleventh Judicial Circuit, Dade County, Florida, Case Number 2003-12762-CA-01. Lead counsel in bench trial of case involving representation of plaintiff suing for breach of contract and conversion to recover goods consigned to defendant corporation. Final judgment entered in favor of plaintiff/client on all counts against corporation and owner/officer, jointly and severally. Court also awarded fees and costs pursuant to offer of judgment statute.

Cushman Wakefield v. Paper et al, Eleventh Judicial Circuit, Dade County, Florida, Case Number 1998-29051-CA-01. One week jury trial involving representation of plaintiff/multinational real estate services firm against defendants building owner and building tenant for breach of brokerage agreement. Jury verdict rendered in favor of plaintiff/client and against building owner.

American Express v. Alvarez, Eleventh Judicial Circuit, Dade County, Florida, Case Number 2000-18482-CA-01. Lead counsel in bench trial of case involving client who was indebted to American Express in excess of \$100,000.00. Case involved unique fact pattern in that client had used personal American Express card to finance business transaction and had returned majority of goods to vendor.

Parish v. Wells Fargo Armored Services Corp., Eleventh Judicial Circuit, Dade County, Florida, Case Number 1998-23750-CA-01. Two day jury trial involving security services client whose armored car lost all power while exiting highway and collided with plaintiff's automobile. Plaintiff, who had rejected client's offer of judgment and made own demand for judgment, sought damages for permanent injuries. Jury rendered verdict in favor of Plaintiff in amount insufficient to trigger attorney fee liability.

Frankl v. Burke, County Court in and for Dade County, Florida, 2000. Lead counsel in bench trial representing doctor in suit to recover money for medical services rendered pursuant to a letter of protection signed by an attorney. Case involved extensive expert witness testimony.