

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,  
IN AN FOR BROWARD COUNTY, FLORIDA**

**CASE NO. 07-12225 (25)**

1800 INK & TONER LLC,

**Plaintiff,**

vs.

COMMUNITY BANK OF BROWARD,

**Defendant.**

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**FINAL ORDER**

**THE TRIAL** in this Case was heard before this Court and the Court having heard the testimony, reviewed the evidence, having had the opportunity to evaluate and weigh the testimony presented and being otherwise fully advised in the premises finds and orders as follows:

This Case arises out of 5 bank transfers between 1/14/05 and 2/15/05 totaling \$148,000.00.

The Plaintiff corporations owned by Darin Grey allege that there was no verbal or written authority for the transfers.

The Defendant Bank, through there branch manager, vice president Matt Korshoff, allege that no written authority was necessary and that Mr. Korshoff had blanket authority to make transfers to cover overdrafts. There were three intimate parties to these transactions: Robert Smoley, Darin Grey and Matt Korshoff.

Mr. Smoley, an attorney, testified that he is a liar. He is the brother-in-law, legal counsel, business partners with Darin Grey. Mr. Smoley wrote e-mails implying that Mr. Korshoff had blanket authority after the transfers but testified that was not really true.

Mr. Grey admits that he sent e-mails confirming authority to \$50K transfer but in March not January. He denies he received \$30K repayment and denies ever giving "blanket" authority to transfer funds. He also had no credible response for the unusual time lapses in his concern of \$148K.

Mr. Korshoff testified that he has a long standing relationship with Smoley and somewhat Grey. He said he had "blanket" authority to transfer funds because he had spoken to Smoley, who called him and told him to cover overdrafts and Korshoff then calls Grey and received verbal authority through a conversation that consisted of "You talked to Bob and were cool"; "cool". However, an e-mail thereafter asks for Grey to call him to authorize a transfer. If you have authority why ask?

Alfred Sinclair, a retired banker, called the Defendant Bank careless and improper for not requiring written authorization. He did admit that the Defendant should get a \$30K payment credit.

**ORDERED AND ADJUDGED:**

The three main witnesses were inconsistent in their testimony and Smoley flat out lied.

The agreement does not require written authorization for transfers, however, the Bank did not exercise ordinary care expected from such an institution.

E-mails verify authorization of the \$50K and even the expert agreed entitlement to \$30K credit.

The Court finds that the Plaintiff is entitled to \$68K.

**DONE AND ORDERED** in Chambers, at Fort Lauderdale, Broward County, Florida,

\_\_\_\_\_, 2010.

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CAROL-LISA PHILLIPS  
CIRCUIT COURT JUDGE

CAROL-LISA PHILLIPS  
FEB 22 2010  
A TRUE COPY

Copies furnished to:  
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