

Office of the General Counsel
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www.sheriff.org



Sheriff Gregory Tony, Ph.D.

November 14, 2025

Christina Price
Asst. County Attorney
115 S. Andrews Avenue, #423
Fort Lauderdale, FL 33301

RE: Request for LETF appropriation
In re Forfeiture of \$171,460.00
Broward County Case No.: CACE22-014700
BSO Case No. 90-2203-002832

Dear Ms. Price:

Please consider this a formal request for the use of Broward Sheriff's Office LETF funds (State LETF) in the amount of \$21,500.00 for expenditure in accordance with the Florida Contraband Forfeiture Act. These funds will be used to pay attorney fees and costs in the above-referenced case, pursuant to the authority provided in Fla. Stat. 932.704. I have attached the settlement agreement with payment instructions as well as the Agreed order.

If you have any questions, please feel free to contact me at (954) 831-8920.

Sincerely,

/s/ Kristin MacKenzie
KRISTIN MACKENZIE, ESQ.
Sr. Assistant General Counsel

KM/jt
Enclosure

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE22014700 DIVISION: 18 JUDGE: Fahnestock, Fabienne E. (18)

Gregory Tony, as Sheriff of Broward County

Plaintiff(s) / Petitioner(s)

v.

Jhourdan Hernandez, et al

Defendant(s) / Respondent(s)

AGREED ORDER

THIS CAUSE having come before the Court after the parties have considered and agreed on the following; that the Broward County Law Enforcement Trust Fund shall pay for attorney's fees, costs, and reasonable loss of value to Jane Jeischa Aldana Perez, as the personal Representative of The Estate of Jhourdan Hernandez pursuant to Florida Statutes Chapter 932.704(10): the Court may order the seizing agency to pay the awarded attorney's fees and costs from the appropriate contraband forfeiture trust fund. In addition, pursuant to F.S.S. FSS 932.704(10) the Court may also order the Broward County Law Enforcement Trust Fund to pay for costs incurred in the forfeiture proceeding.

ORDERED AND ADJUDGED: That the Broward County Law Enforcement Trust Fund shall pay to Claimant Jane Jeischa Aldana Perez, attorney's fees, costs, and reasonable loss of value in the amount of \$21,500.00 withing ninety (90) days.

DONE AND ORDERED in Chambers at Broward County, Florida on 30th day of October, 2025.


CACE22014700 10-30-2025 11:56 AM

CACE22014700 10-30-2025 11:56 AM

Hon. Fabienne Fahnestock
CIRCUIT COURT JUDGE

Electronically Signed by Fabienne Fahnestock

Copies Furnished To:

Eric Rudenberg , E-mail : erudenberg@gmail.com

Kristin MacKenzie , E-mail : juanita_todaro@sheriff.org

Kristin MacKenzie , E-mail : kristin_mackenzie@sheriff.org
Kristin MacKenzie , E-mail : miris_font@sheriff.org

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

IN RE: SEIZURE OF

CACE22-014700
DIVISION:18

ONE HUNDRED SEVENTY-ONE THOUSAND
FOUR HUNDRED & SIXTY DOLLARS
(\$171,460.00) IN UNITED STATES CURRENCY

SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between GREGORY TONY, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and JANE JEISCHA ALDANA PEREZ, as Personal Representative of JHOURDAN HERNANDEZ and JMHA GLOBAL, LLC (hereinafter referred to as "CLAIMANT") this 28th day of October, 2025.

WHEREAS, SHERIFF and CLAIMANT agree that CLAIMANT may pursue attorney's fees and costs related to the forfeiture of the above captioned property as ordered by the 4th District Court of Appeals decision dated April 3, 2024, and the Honorable Fabienne Fahnestock's Trial Court Order dated May 1, 2024.

WHEREAS, SHERIFF and CLAIMANT acknowledge the benefits inuring to each other by avoiding litigation regarding the attorney fees, costs, and loss of value, and enter into this Agreement, for the sole purpose of preventing same, and in consideration of the mutual covenants and promises which are herein contained.

1. That SHERIFF agrees to pay to the CLAIMANT sum of \$21,500.00 as final settlement of any claims in relation to the above captioned forfeiture matter.

2. That the payment of \$21,500.00 (which said sum constitutes a part of the settlement as described above), the payment of which shall be made no later than ninety (90) days following the execution of this settlement agreement and made payable to the order of: Rudenberg Law, P.A. fbo Jeischa Jane Aldana Perez.

3. CLAIMANT hereby acknowledges that this Agreement is being entered into in lieu of and prior to the conclusion of the attorney fees, costs, and loss of value proceeding.

4. That CLAIMANT agrees to hold harmless and indemnify SHERIFF or any of SHERIFF'S deputies, attorneys, employees, servants, agents or officers against any and all

damages, actions, suits, claims or demands of whatsoever kind made by or on behalf of any person as a result of SHERIFF seizing, retaining and/or returning possession of any of the above-described personal property to CLAIMANT, including, but not limited to, additional reasonable attorney's fees (in addition to the \$21,500.00 that is the subject of this agreement) and travel and investigative expenses caused by or related to such damages, actions, suits, claims or demands.

5. CLAIMANT acknowledges that CLAIMANT has a right to representation when entering into this Agreement and hereby knowingly, intelligently and voluntarily enters into this Agreement on the advice of counsel.

6. CLAIMANT hereby acknowledges that CLAIMANT has a right to have this Settlement Agreement reviewed by a mediator or arbitrator, and further acknowledges waiving this right.

7. **That as further consideration for the mutual promises and obligations herein contained, CLAIMANT agrees to have entered a Dismissal and Agreed Final Order of with regards to the attorney's fees, costs, and loss of value with respect to the forfeiture of CLAIMANT property.**

CLAIMANT:

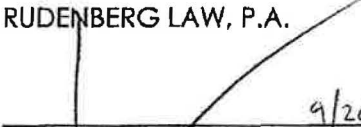
Signed by:

DS06FA21936D481
JANE JEISCHA ALDANA PEREZ
As Personal Representative of
Jhourdan Hernandez

DATE: 10/28/2025

RUDENBERG LAW, P.A.

By:


9/26/2025
ERIC RUDENBERG, ESQ.
111 SW 6th Street
Fort Lauderdale, FL 33301
Fla. Bar No.: 81992
Email: erudenberg@gmail.com

GREGORY TONY
SHERIFF OF BROWARD COUNTY

By:


KRISTIN MACKENZIE, ESQ.
Sr. Assistant General Counsel
Public Safety Building
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
Telephone: (954) 831-8920
Fla. Bar No.: 060178
Email: Kristin_mackenzie@sheriff.org



INTERNAL MEMO

Date: October 30, 2025

To: Heather Mitchell, Director of Finance *HM*

From: Kristin MacKenzie, Esq., Sr. Asst. General Counsel *KM*
Office of the General Counsel
(954) 831-8920

Subject: Forfeiture Evidence Deposit – Case No. 90-2203-002832

The Broward Sheriff's Office seized a total of \$171,460.00 in US Currency from multiple claimants, on September 16, 2022. After winning at the trial court, the claimant filed an appeal to the 4th DCA which overturned the trial's court decision. The 4th DCA mandate ordered the Broward Sheriff's Office to return \$171,460.00. Consequently, these funds were returned to The Estate of Jhourdan Hernandez on May 13, 2024.

A Motion for Attorney's fees was filed and BSO negotiated the payment to the claimant in anticipation of a negative ruling at the hearing set on September 29, 2025. A Settlement Agreement was executed, and an Agreed Order obtained from the court, instructing the Broward Sheriff's Office to pay the amount of \$21,500.00 to Rudenberg Law, P.A. fbo Jeisha Jane Aldana Perez. Please see attached Court Order signed by Hon. Judge Fabienne Fahnestock on October 30, 2025.

If you have any questions or need anything further, please do not hesitate to contact me.

RECEIVED IN FINANCE
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