

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**KRSTAFER PINKERTON,**  
individually and as Next Friend  
Relator for elderly and disabled  
residents deprived of rights;  
**DANIELLE and TIMOTHY**  
**JENKINS,** individually; **ROBIN**  
**DEVINE,** individually; **DAN and**  
**BETH FOSS,** individually; and  
Plaintiffs.

v.

**DEBRA REINHARDT; CEOMC,FL.**  
**INC, RESOURCE PROPERTY**  
**MANAGEMENT, INC.; NEW**  
**ATLANTIS CLUB CONDOMINIUM**  
**ASSOCIATION, INC.;**  
**POINT BRITTANY ASSOCIATION,**  
**INC.;** and **JOHN DOES 1–150, JANE**  
**DOES 1–150,**  
Defendants.

Case: 1:25-cv-03127 JURY DEMAND  
Assigned To : Friedman, Paul L.  
Assign. Date : 9/11/2025  
Description: Pro Se Gen. Civ. (F-DECK)

**VERIFIED COMPLAINT AND MOTION FOR EMERGENCY  
RECEIVERSHIP AND INJUNCTIVE RELIEF**

(Fed. R. Civ. P. 3, 8, 9, 10, 11, 23, 65, 66; 18 U.S.C. § 1964(a))

**RECEIVED**

**SEP 11 2025**

Page 1 of 33

Clerk, U.S. District & Bankruptcy  
Courts for the District of Columbia

## INTRODUCTION AND EMERGENCY RELIEF REQUESTED

1. This is a high-dollar theft and concealment case—front-loaded, documentary, and urgent. Plaintiffs move under FRCP 66 and FRCP 65 for appointment of a Temporary Receiver and entry of a narrowly tailored TRO to stop a redevelopment-by-distress scheme now harming elderly and medically vulnerable residents at New Atlantis Club (“NAC”) and Point Brittany (“PBAC”). The record already shows, in black-and-white: (i) a multi-million-dollar loan ( $\approx$  \$3.5 million) collateralized by owners’ assessments and account controls without a member vote authorizing that encumbrance (see **Ex. EO: Note/Amendments; Collateral Assignment of Right to Collect Assessments; Board Incumbency/Resolutions; UCC-1 & recorded modification**); (ii) a forgiven PPP loan of  $\approx$  \$2.99 million to the management company (RPM) coupled with PPP amounts pushed into NAC’s books; and (iii) at least \$28,838 in PPP-labeled entries carried, deposited, and recycled through NAC’s asset/liability and GL trails (see **Ex. PA Apr–Dec 2023-2024**), even as owners were told something very different. Layered on top are admissions of “fraudulent account activity” and an ACH miss plus double payment to backfill fees (**Ex. GE, 11/12/2024**), certified cease-and-desist letters aimed at witnesses (**Ex. E**), and minutes edits ordered after the fact to make a vendor “zero-dollar” when a \$22,000 check proves otherwise (**Ex. BF**). This is not speculative: it is a paper case, and the paper is already before the Court.
2. The stolen-/misapplied-funds picture is concrete and triable—and requires a receiver’s keys now. The Court need not resolve the full amount at this stage to preserve it. The exhibits show large-ticket cash decisions that bypass owner

authorization and hide true costs and risks. Robin Devine and Krstafer Pinkerton escalated the matter to federal banking oversight on August 22, 2025, mailing a seven-page complaint with exhibits to the FDIC Consumer Response Center via USPS Certified Mail (Tracking No. 9589071052702634942975) at 1100 Walnut Street, Box #11, Kansas City, MO 64106 (see **Ex. FDIC**).

3. Loan without vote; collateral pledge of assessments; bank control. NAC's Amended & Restated Note (2023) and Collateral Assignment give Popular Bank the right to appoint a receiver upon default and place owners' assessments directly in harm's way—without any unit-owner vote reflected in minutes noticed to the membership (see **Ex. EO**)
4. PPP trail baked into NAC ledgers. NAC's Balance Sheets and reconciliations repeatedly carry "PPP Proceeds – 10/27 \$28,838" and Popular Bank "PPP" CDARs 3462 4.493% \$28,838, plus a GL deposit 3/31/2023 – "PPP Reimbursement \$28,838 (Ref 5137627)", followed by a CDAR closure (see **Ex. PA, Apr–Dec 2023**). Meanwhile RPM's PPP appears as ≈ \$2.99M forgiven (**Ex. EO**, ProPublica capture), leaving owners with the billed/parked piece on their statements.
5. "Fraudulent account activity," ACH miss, and double payment. The NAC/RPM Controller's email admits last-year fraudulent account activity, a new operating account (...9665), a missed ACH, and two payments on 11/12/2024 to backfill Master fees (**Ex. GE p.2**), corroborated by invoice rows (**Ex. GE p.4**) and owner reconciliation demand (**Ex. GE p.5**).

6. Minutes rewritten; \$22,000 check proves falsity. PB4 minutes claiming a “zero-dollar” cancelation were followed by counsel/board emails to delete the sentence and not contact the vendor; a \$22,000 check image disproves the narrative (**Ex. BF pp. 37–50; 40**).
7. Civil citations & fire reports. Unsafe/unpermitted shoring (City Civil Citation 24-00010371) and change-of-use findings (Fire Marshal MobileEyes) raise life-safety exposures that cannot be repaired by money alone (**Ex. BF pp. 63–69**).
8. These are the hallmarks of ongoing diversion and concealment. A Receiver needs the keys to the accounts and systems now to stop dissipation and lock evidence. The policy/finance machine behind it is admitted on the record—and it is funded and coordinated. **Ex. D-1** (CEOMC transcript) memorializes that CEOMC is “the main lobbying effort,” runs pre-election candidate interviews and endorsements, prevailed in nearly every endorsement, and that SB 4-D sailed through with no amendments and no public testimony; the transcript also explains the tactical choice to “hold back” email floods while inside negotiations progressed and delivered “nearly all we asked for.” **Ex. D-2** (Florida Legislative Lobbyist registrations) shows the DBPR Secretary registered as a legislative lobbyist (2022–2025)—public-record regulator entwinement. **Ex. D-3** (CEOMC/RPM donations ledger, 2015–2024) documents large, repeated political disbursements routed from the 7300 Park Street, Seminole hub. Together with **Ex. CN** corroborants (notaries; DBPR filings; PBAC minutes/complaints), these exhibits satisfy enterprise, operation/management, pattern, and means/funding under § 1962(c),(d) and support § 1965(b) “ends of justice” venue in D.C.

9. Plaintiffs meet Winter/Davis on (a) likelihood (documentary predicates, admissions, ledgers, contracts); (b) irreparable harm (safety; non-compensable evidence loss; marketability); (c) equities (elderly/medically vulnerable owners); and (d) public interest (life-safety; financial honesty). The record fits civil-RICO jury instructions—enterprise (*Boyle*), conduct/participation (*Reves*), pattern (*H.J. Inc.*), and injury (*Sedima, Bridge, Holmes/Anza*)—with admissibility under FRE 803(6)/(8) and 902(4)/(11)/(13) and summary charts under FRE 1006. Under FRCP 34(b)(2)(E), the Receiver will collect native ESI (minutes; virtual-meeting recordings; e-vote exports; accounting GL/recons; bank OFX/CSV; email PST/EML) with metadata and hash verification. LCvR 5.1/5.4 and FRCP 5.2 privacy are observed. Relief tailored to the fraud actually shown. **The Court should: (i) appoint a Temporary Receiver (FRCP 66) with §§ 754, 1692 nationwide reach to seize bank/depository/reserve/ICS accounts and admin credentials, secure and produce native ESI, suspend conflicted contracts, and file a 21-day asset/records map and 45-day remediation plan; (ii) enter a TRO (FRCP 65) forbidding non-essential transfers, new debt/reserve pooling, retention/MFA changes, record migration/deletion, and retaliation; and (iii) order 7-day production to the Receiver of: bank statements & ACH/wire logs; signer/KYC files; loan/assignment/UCC papers; minutes (draft/final), meeting recordings, e-vote exports; management/vendor contracts & referral/ownership disclosures; dues-notice or proxy-tax records and Part VI board-review minutes; and bid/contract files with bonding/insurance binders and change-order trails. This is the minimum needed to freeze dissipation, stop the cover-up, and let the facts speak.**

## JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction under **28 U.S.C. § 1331** (federal question). Plaintiffs assert claims under **RICO, 18 U.S.C. §§ 1961–1968**; the **False Claims Act (FCA), 31 U.S.C. §§ 3729–3730**; **42 U.S.C. § 1983**; and direct claims under the **First and Fourteenth Amendments** to the U.S. Constitution.
11. This Court also has jurisdiction under **28 U.S.C. § 1343(a)(3)–(4)** for **§ 1983** civil-rights claims. Acting under color of state law, **Melanie S. Griffin** (as DBPR Secretary) and **Governor Ron DeSantis** deprived Plaintiffs and similarly situated residents of federal rights by **suppressing voting rights, shielding forged instruments, and selectively declining enforcement** of statutory protections.
12. The Court has **supplemental jurisdiction** under **28 U.S.C. § 1367** over related state-law claims (breach of fiduciary duty, fraudulent concealment, conversion, and violations of **Fla. Stat. ch. 718** (Condominium Act), including **§§ 718.111, 718.112, 718.3026**), which arise from the same nucleus of operative fact.
13. Personal jurisdiction is proper under **18 U.S.C. § 1965(b)**, which authorizes **nationwide service of process** in civil-RICO cases where the **ends of justice** require a single forum. The enterprise spans **Florida–New York–D.C.**, implicates a **federally insured** financial institution (**Popular Bank**), and used interstate mails/wires to injure Plaintiffs and retaliate against whistleblowers.
14. Venue is proper under **18 U.S.C. § 1965(a)–(b)**. Civil-RICO permits consolidation of all enterprise members in one district when the **“ends of justice”** so require. As

noted in *Sedima, S.P.R.L. v. Imrex Co.*, **473 U.S. 479, 497 (1985)**, RICO is **liberally construed** to dismantle ongoing enterprises that injure property rights; centralized D.C. venue best serves **preservation** and **nationwide tracing**.

15. Venue is proper under **28 U.S.C. § 1391(b)(2)** because a substantial part of the events were directed to or occurred in **Washington, D.C.** Plaintiffs submitted complaints to **FDIC** and **DOJ** in D.C.; Defendants used the **U.S. Mail** and **interstate wires** to transmit fraudulent loan/assessment materials and retaliatory communications into this District; and the scheme impacted **federal agencies headquartered here**.
16. Plaintiffs have **Article III standing**. Concrete injuries include coerced assessments, fraudulent debt obligations, retaliation, vote suppression, and deprivation of statutory/constitutional protections. These injuries are fairly traceable to Defendants' conduct, including **RPM's ghost-account activity (Ex. GE)**, **vote suppression at the April 2025 meetings (Ex. JN; cross-pins Ex. BF)**, **executive handling of notary felonies (Ex. CN)**, and **DBPR's acknowledgment followed by closure of systemic complaints (Ex. CN and, where letters appear, Ex. JN)**.
17. Injuries are **redressable** by the requested relief: injunctions halting unlawful assessments/demolitions; appointment of a **federal Receiver**; **treble damages** under RICO; **FCA** statutory remedies; and declaratory relief voiding fraudulent contracts/amendments.

**18. Diversity jurisdiction under 28 U.S.C. § 1332 provides an alternative basis.**

Plaintiffs are citizens of **Oregon** and **Florida**; Defendants include citizens of Florida and a **federally chartered** bank headquartered in **New York**. The amount in controversy **exceeds \$75,000**, exclusive of interest/costs, as Plaintiffs challenge **≈ \$3.5M** indebtedness at NAC, **≈\$1.5M** fabricated hurricane assessments at PBAC, and unlawful loans/contracts exceeding **\$5M** cumulatively.

**19. The RICO claims satisfy pattern under 18 U.S.C. § 1961(5) (at least two predicates within ten years). The exhibits—B1, GE, JN, BF, CN, D-1, D-2, D-3, E, EO, PA, GJ, LC, NAC10, N—show a multi-year continuum (2020–2025) of fraud, obstruction, and concealment. Under *H.J. Inc. v. Northwestern Bell*, 492 U.S. 229, 239 (1989), continuity may be closed-ended or open-ended; here, the enterprise continues and presents a threat of future harm.**

**20. Plaintiffs plead fraud with Rule 9(b) particularity, specifying the who/what/when/where/how, including the Aug. 19, 2025 Esernio email admitting “fraudulent account activity” (Ex. GE), the Apr. 21, 2025 Serrano admission collateralizing unauthorized loans (Ex. B1; cross-pins Ex. BF), and DBPR’s Nov. 13, 2024 acknowledgment followed by “insufficient” closure (Ex. CN and, where housed, Ex. B1).**

**21. This Court’s jurisdiction is further supported by its inherent power to grant declaratory and equitable relief to prevent ongoing violations of federal law, including under *Ex parte Young*, 209 U.S. 123 (1908), which permits prospective**

**injunctive relief** against state officials sued in their official capacities to halt unconstitutional acts.

**22. Ends of justice; elder-abuse shelving by state actors.** Venue in **Washington,**

**D.C.** is necessary because the **ends of justice** require an **independent federal forum** to address **elder-abuse harms** that Florida executive agencies **shelved or downgraded**. The record shows the **Governor's Notary Program** issued **resignations/caution letters** in the face of **confirmed notarial violations**, thereby insulating forged instruments from judicial challenge (**Ex. CN**), and **DBPR acknowledged** multi-owner complaints (e.g., **Nov. 13, 2024**) only to close them as **"insufficient"** despite voluminous submissions (**Ex. CN**, and where letters are housed, **Ex. JN**). This pattern of **state-level non-enforcement** specifically harms **elderly and medically vulnerable owners**, justifying D.C. consolidation under **18 U.S.C. § 1965(b)**.

**23. The scheme directly implicates federal banking and program-integrity interests:**

(a) **FDIC/SBA/DOJ** contact points for **PPP forgiveness (~\$2.99M)** documented in **Ex. EO**, with **PPP-labeled \$28,838** ledgers/GL in **Ex. PA**; and (b) **FDIC/FRB** concerns where **"fraudulent account activity,"** an **ACH miss (\$14,623.69)**, and a **double-payment backfill** were admitted in writing (**Ex. GE**). These **federal custodians** and policy bodies are centered in **D.C.**, making this District the appropriate venue to coordinate **subpoenas, preservation orders, and interagency relief**.

**24. A Receiver appointed here will file 28 U.S.C. § 754 notices and use § 1692 process to marshal bank/depository/reserve/ICS accounts and native ESI wherever located. Centralizing in D.C. avoids piecemeal litigation and ensures consistent All-Writs preservation and a unified FRCP 34(b)(2)(E) native-production protocol for OFX/CSV (banks), CSV/XLSX (GL), PST/EML (headers), MP4/WebM (recordings).**

**25. Avoiding local entanglement and retaliation.** Given the state-level entwinement shown in Ex. CN (executive handling), the April 2025 meetings suppressing votes (Ex. JN; cross-pins Ex. BF), and retaliatory C&Ds/law-enforcement referrals (Ex. E), a non-local forum reduces the risk of local intimidation and conflict of interest. D.C. venue allows the Court to issue neutral, enforceable preservation and anti-retaliation orders while the Receiver stabilizes governance.

**26. Statutory grounding for D.C. venue.** Venue lies in this District under a dual pathway: 28 U.S.C. § 1391(b)(2) (substantial events directed here, including filings with FDIC and DOJ; interstate mail/wire transmissions into D.C.) and 18 U.S.C. § 1965(b) (RICO “ends of justice” consolidation). With nationwide service authorized, FRCP 4(k)(1)(C) anchors due process to national contacts, satisfied by interstate mails/wires, multi-district banking, and the federal program aspects at issue.

**27. Public-interest equities unique to D.C.** The federal interest in protecting elderly and medically vulnerable owners from ongoing financial and records abuse is

acute where **state officials** allegedly **shelved complaints**—and where relief requires **federal-level coordination** (banking, program integrity, housing safety). Consolidation here ensures **rapid, uniform** relief: a **Receiver** with **nationwide** tools, **TRO** terms to halt **retaliation**, and **native-format** productions that preserve the evidentiary record for trial (**Ex. B1; CN; JN; E; GE; EO; PA**).

### **Plaintiffs**

- 28. Krstafer Pinkerton** is a resident of Klamath County, Oregon, residing at 28646 Drew Road, Chiloquin, OR 97624. He is an investigative journalist, whistleblower, and Regional Coordinator for the Center for Estate Administration Reform (CEAR). Pinkerton brings this action individually and as **Next Friend** for **elderly and disabled Floridians** who have been deprived of their rights through fraudulent condominium governance, guardianship abuse, and estate theft. He has standing as a direct victim of retaliatory harassment, as well as on behalf of those whose estates and property interests have been stripped by the enterprise.
- 29. Robin Devine** is a resident of Pinellas County, Florida, living at 12760 Indian Rocks Road, Unit 571, Largo, FL 33774. Devine, a registered nurse, has been directly harmed by fraudulent assessments, retaliatory communications, and concealment of association records. She has been targeted for asserting statutory rights, including receipt of cease-and-desist letters from Defendants' counsel for exposing fraudulent banking activity. (**Ex. B1**)
- 30. Danielle and Tim Jenkins** are residents of Pinellas County, Florida, residing at 5200 Brittany Drive South, Unit 204, St. Petersburg, FL 33715. Following the 2017 death of their daughter, Alexis ("Lexi") Jenkins, they led a public safety campaign

commonly known as Lexi's Law, reflected in Hawaii legislative records for SB824 (2019) and SB615 (2021) and enacted as Act 214 (2021) (see RJN Exs. A–D). That proven record of evidence-based advocacy and successful statutory reform underscores their credibility, the public interest they represent, and the urgency of court intervention here. Within their Pinellas County community, the Jenkins family has been deprived of records, subjected to fabricated assessments, and threatened with foreclosure and demolition activity without a lawful membership vote. They are direct victims of the fraudulent contracts ratified by the enterprise and represent similarly situated owners across Florida.

**31. Dan and Beth Foss** are residents of Pinellas County, Florida, residing at 5200 Brittany Drive South, Unit 1201, St. Petersburg, FL 33715. The Foss family has been subject to the same treatment as Tim and Danielle Jenkins.

#### **Defendants**

**32. New Atlantis Club Condominium Association, Inc.** is a Florida not-for-profit corporation (Document No. 753830). Principal Address: c/o Resource Property Management, Inc., 7300 Park Street, Seminole, FL 33777. Registered Agent: Rabin Parker Gurley, P.A., 2653 McCormick Drive, Clearwater, FL 33759.

**33. Point Brittany Administrative Corporation, Inc. (f/k/a Point Brittany Association, Inc.)** is a Florida not-for-profit corporation (Document No. 770865). Principal Address: 5055 Brittany Drive South, St. Petersburg, FL 33715. Registered Agent: Deanna Pecoroni, 5055 Brittany Drive South, St. Petersburg, FL 33715.

34. **Resource Property Management, Inc. (RPM)** is a Florida profit corporation (Document No. S64106). Principal Address: 7300 Park Street, Seminole, FL 33777. Registered Agent: Debra Reinhardt, 7300 Park Street, Seminole, FL 33777. Phone: (727) 581-2662 (corporate headquarters).
35. **Debra Reinhardt** is an individual residing and conducting business in Pinellas County, Florida. She is the owner and executive of RPM and served as President of CEOMC. Service Address: 7300 Park Street, Seminole, FL 33777.
36. **Rabin Parker Gurley, P.A.** is a Florida professional association (Document No. P10000068834). Principal Address: 2653 McCormick Drive, Clearwater, FL 33759.
37. **Bennett L. Rabin, Esq.** is an attorney licensed in Florida, Bar No. 394580. He served as counsel for the associations and admitted during board meetings that his loyalty was to the board rather than the membership. Office Address: 2653 McCormick Drive, Clearwater, FL 33759. Phone: (727) 475-5535.
39. **Popular Bank** is a federally chartered and FDIC-insured financial institution authorized to do business in Florida (Foreign Profit Corporation Reg. No. F00000006256). Florida Registered Agent: Israel Velasco, 7900 Miami Lakes Drive W, Miami Lakes, FL 33016. Corporate Headquarters: Popular, Inc., 85 Broad Street, 10th Floor, New York, NY 10004. Phone: (305) 558-6511 (Miami Lakes branch).

40. **John Does 1–150 and Jane Does 1–150** are unknown legislators, lobbyists, attorneys, notaries, bankers, and officials who knowingly participated in the racketeering enterprise. Their identities will be revealed through discovery.

#### **FACTUAL ALLEGATIONS**

41. *Exhibit set: B1, GE, JN, BF, CN, D-1, D-2, D-3, E, EO, PA, GJ, LC, NAC10, N. Plaintiffs allege the following on personal knowledge as to themselves and their records, and on information and belief as to all other matters, with citation to the documentary exhibits identified parenthetically.*

42. **Exhibit GE — Ghost Accounts, Controller Admission, and Overcharge Documentation**

43. Since at least 2020, Defendants—acting through Resource Property Management, Inc. (“RPM”) and association officers—created, changed, and maintained **ghost operating accounts** at Popular Bank that were not the properly noticed depositories of New Atlantis Club (“NAC”) and Point Brittany (“PBAC”), thereby concealing unapproved transfers and impairing owner oversight. (Ex. GE.)

44. **Contemporaneous loan and corporate records reflect struck-out officer names, altered signatures, and entity-name corruption** (e.g., “New Atlantis Condo Club”), which are inconsistent with normal document integrity and were used to **route funds outside the announced accounts**. (Ex. B1; EO; Ex. N.)

45. Deposits and transfers directed by **Debra Reinhardt**—RPM executive and CEOMC president—were repeatedly **routed into non-noticed accounts** and later backfilled in association narratives, masking the location and movement of member assessments. (Ex. GE; Ex. EO. Ex. B1; )

46. On **August 19, 2025**, RPM's controller **Gavin Esernio** admitted by email: "**Due to the fraudulent account activity last year, a new operating account (ending in 9665) was opened around September/October 2024.**" (Ex. GE, p.2.)
47. The same email admits an **October 2024 ACH miss** for the **PBAC Master fees (\$14,623.69)** and that **two payments were processed on 11/12/2024** to cover **October and November**, demonstrating **post-hoc backfill** behavior consistent with account switching. (Ex. GE, pp. 2, 4.)
48. On **August 15, 2025**, owner **Diane J. Meleen** demanded a **reconciliation** of the **\$14,623.69** discrepancy, identifying the double-charge and requesting a credit. (Ex. GE, p. 5.)
49. **PBAC master-fee records (2024–2025)** corroborate the **duplicate/irregular debits** and the timing inconsistencies around the missed ACH and the November 12, 2024 double payment. (Ex. GE, p. 4.)
50. The foregoing is consistent with **bank-fraud mechanics** (use of controlled accounts to obtain and route funds), and **mail/wire usage** (assessment statements, portal PDFs, email notices) that **concealed the true disposition** of owner payments while **impeding** oversight. (Exhibits. B1; GE; EO; N.)
51. **Exhibit B1 — April 14 & 21, 2025 Board Meetings (with Ex. BF cross-pins)**
52. **Ex. B1** contains the **April 14 & 21, 2025 NAC** meeting record (reconstructed transcripts, minutes, and references to the video). It documents that the loan amount publicly discussed to owners was "**corrected**" from **\$3.3M** to **\$3.5M—a \$200,000 increase**—without a contemporaneous vote. (Ex. B1.)

53. On **April 14, 2025**, the Treasurer announced: **“Instead of 3,300,000, it’s 3,500,000,”** which owners immediately challenged as **statutorily improper absent a membership vote.** (Ex. B1.)
54. Owners demanded a vote and cited the Condo Act; the **chair ignored** the motion and moved to end discussion. (Ex. B1.)
55. President **Anthony Serrano** threatened to **shut the meeting**, despite owners’ objections and ongoing debate about the encumbrance of their assessments. (Ex. B1.)
56. Owners shouted **“Hello DBPR!”**, who was also present on the Zoom meeting and to memorialize the violation and place the regulator on notice. (Ex. B1.)
57. On **April 21, 2025**, **Serrano** expressly admitted: **“The collateral... is the association’s ability to put an assessment on the ownership... we have that \$3.5 million line of credit.”** (Ex. B1.)
58. During the same meeting, **counsel Bennett Rabin** rejected calls for a membership vote, stating: **“These are not membership issues.”** (Ex. B1.)
59. Rabin then added: **“We represent the board, not the membership,”** which confirmed **undivided loyalty to the board** over the owners whose property was being encumbered. (Ex. B1.)
60. When owners persisted, **Serrano** again threatened closure, continuing a pattern of **silencing** owners during material debt approvals. (Ex. B1.)
61. The **meeting record** evidences a **DARVO** pattern—**Deny** the vote, **Attack** the objectors as disruptive, **Reverse** Victim/Offender by painting owners as the problem—while **advancing unapproved indebtedness.** (Ex. B1.)

62. The falsity of related governance narratives is corroborated in **Ex. BF**: minutes described a **“zero-dollar” cancellation**, yet the vendor received a **\$22,000 “cancellation fee”** check; follow-up emails instructed that the **sentence be deleted** and the vendor **not be contacted**. (Ex. BF, pp. 37–50; 40.)
63. **Exhibit CN — Statewide Notary Misconduct & DBPR/Executive Handling Ex. CN** contains official correspondence from the **Governor’s Notary Program** (2024–2025) and **DBPR complaint forms** that show **confirmed notary violations**—but **non-prosecution** outcomes, including **resignations** and **letters of caution**.
64. Complaints against notaries **Debra Slater, Ellen Morris, Dominique Connell, Gregory Kabel, Nicholette Gonzalez, Fred Hochsztein, and Rosario Soto de Perleche** were investigated; **violations were confirmed**, yet cases were closed without criminal referral. (Ex. CN.) This precedent shows that Governor Desantis is more concerned about shielding the enterprise rather than seeking justice.
65. In multiple cases, the executive letters stated the Program’s **“limited jurisdiction”**—disclaiming any ability to **nullify** a fraudulent instrument or to **refer charges**. (Ex. CN.)
66. On **July 22, 2025**, notaries **Kabel and Gonzalez** failed to cooperate, yet were permitted to **resign**—again with **no charges**. (Ex. CN.)
67. On **December 18, 2024**, **Soto de Perleche** was found to have committed misconduct, yet received only a **caution letter**. (Ex. CN.)
68. By **downgrading outcomes** and limiting remedies to **letters of caution** or **resignations**, the Governor’s Office effectively **insulated forged and defective notarizations** from challenge in subsequent proceedings. (Ex. CN.)

69. Those executive choices allowed **loan contracts, guardianship petitions, and estate instruments** with defective notarial foundations to **circulate as facially valid**, frustrating judicial scrutiny and owner redress. (Ex. CN.)
70. Plaintiffs allege that this course enabled the **continued use** of untrustworthy instruments in association governance and debt transactions affecting NAC and PBAC owners. (Ex. CN.)
71. The executive handling described above is probative of **foreseeable concealment** and a **preservation risk**, warranting **Receiver** custody of native records and metadata of all instruments derived from the implicated notaries.
72. **Exhibits D-1 / D-2 / D-3 — CEOMC Legislative Capture & Regulatory Entwinement** Ex. D-1 (CEOMC 2023 webinar transcript), Ex. D-2 (Florida **Legislative Lobbyist** registrations for the **DBPR Secretary**, 2022–2025), and Ex. D-3 (CEOMC/RPM **political-finance ledger**, 2015–2024) together show **lobby capture, regulatory entwinement**, and the **funding pipeline** supporting policy outcomes.
73. CEOMC publicly claims it is “**the main lobbying effort**”, that it **conducts pre-election candidate interviews and endorsements**, and that it **prevailed in nearly every endorsement**; CEOMC further states “**SB 4-D passed with no amendments and no public testimony.**” (Ex. D-1.)
74. CEOMC also admits it **withheld** mass email campaigns not out of lack of support but because **inside negotiations** with sponsors were **progressing** and **delivering** “**nearly all we asked for.**” (Ex. D-1.)

75. **Ex. D-3** shows **large, repeated political disbursements**—including high-value checks (\$45k, \$35k, \$25k)—and **dozens** of \$10k–\$1k entries routed from **7300 Park Street, Seminole** (the management hub) into PAC/party/candidate accounts. (Ex. D-3.)
76. **Ex. D-2** confirms the **DBPR Secretary** was registered as a **legislative lobbyist** (2022–2025) on the same policy beat, evidencing regulator-industry **entwinement**. (Ex. D-2.)
77. Plaintiffs allege that this **policy machine** (CEOMC) and **regulatory posture** (DBPR) operated alongside **management** (RPM) and **banking** (Popular) to **shape statutory levers** and **conceal/normalize** conflicted transactions later implemented at the association level.
78. The combined effect is a **documented loop**: policy authorship and legislative success; regulatory non-intervention; and a sustained **finance channel** supporting the same outcomes. (Ex. D-1; D-2; D-3.)
79. Plaintiffs allege these facts are probative of **enterprise intent, means, and funding**, and of **D.C. venue** under **18 U.S.C. § 1965(b)** because the **ends of justice** require centralized federal administration of preservation and receiver remedies.
80. **Exhibit E — Retaliation & Witness Tampering (C&D Campaign)** Ex. E documents a **coordinated retaliation** campaign: certified **cease-and-desist** letters, harassment notices, and **baseless** law-enforcement referrals designed to **silence** Plaintiffs and owner-witnesses after they revealed ghost accounts and fabricated amendments.

81. On **August 14, 2025**, RPM's counsel sent **C&D letters** to **Krstafer Pinkerton** and **Robin Devine** (and to Carl and Michelle Demko), threatening civil/criminal action unless disclosures ceased. (Ex. E.)
82. On **August 22, 2025**, **Devine** received **certified mail** reiterating litigation threats, demonstrating the use of the **U.S. Mail** as an intimidation tool. (Ex. E.)
83. Around the same time, counsel **referred Pinkerton** to the State Attorney/Sheriff for "**cyberstalking**" after he disseminated banking/amendment evidence—accusations **unsupported** by facts and intended to **discredit** and **chill** speech. (Ex. E.)
84. Owners pressing for votes or records were **excluded** from meetings, **denied** access, or **threatened** with fines/foreclosure, consistent with the **DARVO** pattern documented in **Ex. B1**. (Ex. E; Ex. JN.)
85. The timing and uniformity of these acts show retaliation is an **enterprise tactic**, not isolated misconduct. (Ex. E.)
86. Plaintiffs allege these acts interfered with **evidence-gathering and regulatory reporting**, aggravating the **preservation** risks already present at NAC/PBAC. (Ex. E.)
87. The same facts justify **TRO non-retaliation** terms and **Receiver custody** of communications systems to ensure witness access, meeting notice integrity, and record retention. (Ex. E.)
88. **Exhibit CN / Ex. B1 — DBPR Acknowledgments & Owner Complaints**

89. **Ex. CN** (DBPR complaint forms/agency responses) and **Ex. JN** (where letters are housed) contain **acknowledgments** of multi-owner complaints (e.g., a **40-owner** PBAC filing) reporting fabricated assessments and banking non-compliance.

90. On **November 13, 2024**, DBPR acknowledged receipt and stated the matter would be assigned to an investigator. (Ex. **CN/JN**.)

91. Plaintiffs allege that despite the volume of supporting material, DBPR subsequently **closed** the matter as “**insufficient**,” notwithstanding its earlier acknowledgment. (Ex. **CN/JN**.)

92. Complaints documented that **RPM fabricated a \$1.5M hurricane estimate** without licensed contractors and **imposed unlawful assessments** on residents. (Ex. **CN/JN**.)

93. Owners also reported that association funds were **transferred to Popular Bank in Miami**, contrary to governing documents requiring **Pinellas County** depositories. (Ex. **CN/JN**.)

94. Plaintiffs allege DBPR had **constructive knowledge** of systemic fraud and misappropriation, yet **failed to enforce Fla. Stat. §§ 718.111, 718.112, 718.3026**. (Ex. **CN/JN**.)

95. These facts are probative of **regulatory abdication** and justify **Receiver-directed subpoenas** for DBPR native files, email headers, and case logs. (Ex. **CN/JN**.)

96. **Exhibits EO / PA / N — Loan & Security; PPP Trail; Recorded Instruments**

97. Rather than relying on an unfiled 350-page DBPR dossier, Plaintiffs attach the **filed, authenticated** records in their possession: **Ex. EO** (loan/security), **Ex. PA** (PPP trail), and **Ex. N** (recorded governance, Notice of Commencement).

98. **Ex. EO and Ex. PA show balance sheets, reconciliations, and GL entries** reflecting reserve/account flows, **CDARs 3462**, and **PPP-labeled entries**— including **“PPP Proceeds – 10/27 \$28,838”** (liability), **Popular Bank “PPP” CDARs 3462 4.493% \$28,838** (asset), and **3/31/2023 GL “PPP Reimbursement \$28,838 (Ref 5137627)”**—followed by a **CDAR closure**. (Ex. PA.)
99. **Ex. N shows recorded instruments and amendments** including provisions relating to depositories, procedures, and bonding that were later weakened or ignored, explaining how unapproved banking and procurement decisions propagated.
100. On **October 27, 2023**, a **PBAC tax lien (\$7,984.27)** was redeemed via personal Visa, indicating **commingling**; Plaintiffs will attach that proof (if housed in **JN/CN**) or obtain it via **Receiver subpoenas**. (Ex. **JN/CN**, to the extent filed.)
101. **Ex. EO** also contains the **ProPublica/SBA forgiveness snapshot** for **RPM PPP ≈ \$2.99M (Forgiven)**, while **Ex. PA** shows **\$28,838** PPP-labeled amounts appearing on NAC statements/GL—facts requiring **tracing** to determine whether association funds were used inconsistently with owner approvals.
102. Minutes and notices in **Ex. JN** and **Ex. N** evidence **unauthorized demolition/common-area decisions** (e.g., “Country Store”) without proper membership votes.
103. Plaintiffs allege that despite accumulating evidence, **agency closures** persisted (Ex. **CN/JN**), increasing the need for **federal preservation** remedies and **centralized receiver** administration.

104. The **loan/security** architecture (Note; **Collateral Assignment of Right to Collect Assessments** with a **receiver clause**; **UCC-1** perfection) confirms that owners' **assessments** were **pledged**, that **default** would invite **receiver appointment** by the secured party, and that such decisions were **not** presented for membership approval. (Ex. **B1, EO, Exhibits GE, BF, CN, D-1, D-2, D-3, E, EO, PA, GJ, LC, NAC10, and N** together show **relationship** and **continuity** of enterprise conduct from **2020–2025**. The scheme remains active and presents a **threat of continued harm**, satisfying **pattern** under *H.J. Inc. v. Nw. Bell*, 492 U.S. 229, 239 (1989), and warranting immediate **receivership** and **TRO-grade preservation** to protect elderly and medically vulnerable owners and to stabilize the evidentiary record for trial.

## COUNTS

### Count I – Mail Fraud (18 U.S.C. § 1341)

105. Plaintiffs re-allege ¶¶ 1–105 and incorporate **Ex. B1, GE, JN, BF, CN, EO, PA, E**.

106. Mail fraud requires **(1) a scheme to defraud, (2) intent to defraud, and (3) of the US. mails** in furtherance. *Schmuck v. United States*, 489 U.S. 705, 710

(1989). A misstatement/omission is **material** if capable of influencing a decisionmaker, *Neder v. United States*, 527 U.S. 1, 16 (1999). In civil RICO, **reliance is not required**, *Bridge v. Phoenix Bond*, 553 U.S. 639, 649–50 (2008).

107. Defendants executed a **unitary scheme** to (a) **fabricate/obscure indebtedness** (converting **\$3.3M** to **\$3.5M** without a membership vote; pledging assessments via **Collateral Assignment/UCC-1**), (b) **conceal “ghost” accounts** and ACH routing (admission of **“fraudulent account activity,”** new account

...9665, Oct. 2024 ACH miss \$14,623.69, double-payment 11/12/2024), and (c) mail owner packets (assessments, minutes, delinquency, C&D threats) that omitted collateralization, the ACH miss/double-pay, and vote suppression, thereby inducing payments and lulling oversight. (*Ex. EO; GE; JN; BF; E; CN.*)

108. Particular mailings – Rule 9(b).

A. Assessment statements concealing the \$14,623.69 miss and 11/12/2024 double-payment. (*Ex. GE pp. 2, 4–5.*) B. Mailed/distributed minutes for Apr. 14 & 21, 2025 omitting the vote requirement despite admitted collateralization. (*Ex. B1; cross-pins Ex. BF pp. 37–50; 40.*) C. Certified C&D threats (Aug. 14–22, 2025) to chill disclosures/complaints. (*Ex. E.*) D. DBPR acknowledgments (e.g., Nov. 13, 2024) later disregarded, used to placate complainants while the scheme persisted. (*Ex. CN/B1.*)

109. Materiality & mail use. Each mailing was material and traveled through the U.S. Mail to execute/advance the scheme. *Schmuck; Neder.*

110. FRCP/FRE. Particularity satisfied. Authentication under FRE 803(6)/902(11) (business records), FRE 902(13) (e-data); FRE 1006 summaries (billing/ACH timelines). FRCP 34(b)(2)(E): native OFX/CSV, PST/EML, PDFs with metadata.

111. RICO predicate. The conduct constitutes racketeering activity under 18 U.S.C. § 1961(1) via § 1341.

#### Count II – Wire Fraud (18 U.S.C. § 1343)

112. Plaintiffs re-allege ¶¶ 1–113 and incorporate *Ex. GE, D-1, BF, EO, PA, B1*

113. Elements parallel mail fraud but require interstate wires (email/streaming/portal/ACH/OFX). Materiality follows *Neder v. United States*, 527 U.S. 1, 16 (1999). In civil RICO, reliance is not required, *Bridge v. Phoenix Bond*, 553 U.S. 639, 649–50 (2008).

**114. Particular wires – Rule 9(b).**

**a. 8/19/2025 controller email admitting “fraudulent account activity,” opening ...9665, Oct. 2024 ACH miss \$14,623.69, two payments 11/12/2024. (Ex. GE p. 2.)**

**b. Online remarks suppressing votes and admitting collateralization during April meetings. (Ex. B1; cross-pins Ex. BF.)**

**c. CEOMC webinar (2023) broadcasting “SB 4-D passed with no amendments and no public testimony.” (Ex. D-1.)**

**d. Portal postings and ACH/OFX transmissions concealing the true banking posture. (Ex. BF; EO/PA.)**

**115. Material/lulling.** Each transmission lulled owners/regulators by presenting an aura of normalcy while concealing pledged assessments/ghost routing; the “lulling” principle in *Schmuck* applies to wires.

**116. FRCP/FRE.** Particularity satisfied; FRE 902(13)/803(6) for emails/portals; FRE 1006 summaries; FRCP 34(b)(2)(E) native OFX/CSV/PST.

**117. RICO predicate.** § 1343 wire-fraud predicates under § 1961(1).

**Count III – Bank Fraud (18 U.S.C. § 1344)**

**118. Plaintiffs re-allege ¶¶ 1–119 and incorporate Ex. EO, GE, PA, N.**

**119. Elements & doctrine.** § 1344(1): scheme to defraud a financial institution; § 1344(2): obtaining bank money/property by false/fraudulent pretenses—without a separate intent-to-defraud-the-bank requirement. *Loughrin v. United States*, 573 U.S. 351, 355–63 (2014).

**120. Particulars – Rule 9(b).**

**a. Collateral Assignment/UCC-1** pledging assessments **without a membership vote**, embedding **receiver rights** and suggesting governance authority to the bank.

**(Ex. EO, B1)**

**b. Ghost account & backfill:** non-noticed accounts; **Oct. 2024 ACH miss; double-payment 11/12/2024** to backfill—false pretenses that masked deficits and misled depository controls. **(Ex. GE.)**

**c. PPP trail:** **\$28,838** PPP-labeled entries across asset/liability/GL (CDARs **3462**, “**PPP Proceeds – 10/27,**” “**PPP Reimbursement 3/31/2023 \$28,838**”) requiring **tracing** to determine whether Popular’s custody/property was accessed via **false pretenses**. **(Ex. PA.)**

**d. Recorded instruments** implying authority inconsistent with practice (off-county depositories, altered procedures). **(Ex. N.)**

**121. FRCP/FRE.** Particularity satisfied; **native bank statements/ACH logs/deposit images/KYC** sought under **FRCP 34(b)(2)(E); FRE 902(11)/(13)** for authentication; **FRE 1006** summaries.

**122. RICO predicate.** **§ 1344** is a **§ 1961(1)** predicate.

**Count IV – Conspiracy Against Rights (18 U.S.C. § 241)(pled alternatively with 42 U.S.C. § 1985(3); not pled as a RICO predicate)**

**123. 125.** Plaintiffs re-allege ¶¶ 1–124 and incorporate **Ex. JN, BF, CN.**

**124. 126. (Agreement & acts).** Defendants **agreed to suppress membership voting, threaten meeting closure, and discount** multi-owner complaints **(40-**

**owner filing) — injuring the free exercise of rights under Florida’s Condo Act.**

*(Ex. B1; CN.)*

125. **127. (Civil posture).** To the extent **§ 241** lacks a private civil cause in this District, Plaintiffs plead the same facts under **§ 1985(3)** and as **civil-RICO predicates through mail/wire/§§ 1503/1512/1519.**

#### **Count V – Honest-Services Fraud (18 U.S.C. § 1346)**

126. Plaintiffs re-allege ¶¶ 1–127 and incorporate **Ex. D-1, D-2, D-3, B1.**

127. **Elements post-Skilling. § 1346** criminalizes **bribes/kickbacks** (or undisclosed self-dealing tantamount to corruption) that deprive beneficiaries of **honest services**. *Skilling v. United States*, 561 U.S. 358, 409–10 (2010).

128. **Plausible corruption/self-dealing theory.**

**a. Policy machine** (CEOMC) admitting main lobbying role, interviews/endorsements, and **no-public-testimony** passage (D-1);

**b. Regulatory entwinement** via DBPR Secretary’s **legislative-lobbyist** filings (D-2);

**c. Finance flows** from the **7300 Park Street** hub (D-3); and

**d. Counsel’s “board, not membership”** admission (JN) — collectively support an inference of **undisclosed conflicts** and **stream-of-benefits** influence.

129. **Particularization via Receiver.** Plaintiffs will particularize **referral/ownership schedules, vendor equity, candidate-interview artifacts, and donor/legislator communications** to tie benefits to official actions, satisfying *Skilling*.

130. **RICO predicate.** On proof of bribe/kickback/undisclosed self-dealing, § 1346 supplies a § 1961(1) predicate.

**Count VI – Obstruction of Justice (18 U.S.C. § 1503), Witness Tampering (18 U.S.C. § 1512), and Records Obstruction (18 U.S.C. § 1519)**

131. Plaintiffs re-allege ¶¶ 1–132 and incorporate Ex. JN, BF, E, CN.

132. **Elements & scope.** § 1503 (omnibus clause) covers acts intended to influence/obstruct the due administration of justice; § 1512 covers intimidation/retaliation to hinder testimony/production; § 1519 criminalizes alteration/withholding of records to impede a matter within U.S. jurisdiction (e.g., banking/PPP oversight, federal agency proceedings).

133. **Particulars.**

a. **Meeting-closure threats and vote suppression** during April meetings (JN).

b. **Certified C&D intimidation and law-enforcement referrals** against whistleblowers (E).

c. **Delete/do-not-contact directives and “zero-dollar” minutes** contradicted by a \$22,000 check — § 1519 records obstruction (BF).

d. **Executive downgrades** (resignations/caution letters) of confirmed notary violations; concealment enabling forged instruments (CN).

134. **FRCP/FRE & relief.** All-Writs IT holds; Receiver IT custody; Rule 37(e)

remedies for ESI spoliation; FRE 803(6)/902 authentication; FRE 1006 summaries.

135. **RICO predicates.** §§ 1503, 1512, 1519 are § 1961(1) predicates.

**Count VII – Civil RICO (18 U.S.C. §§ 1962(c), (d))**

136. Plaintiffs re-allege ¶¶ 1–137 and incorporate Ex.B1, GE, JN, BF, CN, D-1, D-2, D-3, E, EO, PA, GJ, LC, NAC10, N.

137. **Elements).** § 1962(c) requires (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity. *Sedima*, 473 U.S. at 496. § 1962(d) prohibits conspiracy to violate § 1962(c).

138. **Enterprise & conduct.** Defendants formed/participated in an **association-in-fact enterprise** with **purpose/relationships/longevity** (*Boyle*), and **operated/managed** it (*Reves*) through **policy authorship/entwinement** (D-1/D-2/D-3), **governance/banking/procurement** control (JN/BF/EO/PA/N/NAC10), and **retaliation** (E).

139. **Pattern & predicates.** The enterprise engaged in **closed-ended continuity** (2020–2025) and presents a **forward-looking threat**, committing multiple § 1961(1) predicates (§§ 1341, 1343, 1344, 1346 (on proof), 1503, 1512, 1519).

140. **Injury & causation.** Plaintiffs suffered **coerced assessments, marketability loss, safety-mitigation costs, and retaliation injuries**. **Proximate cause** is satisfied (*Holmes/Anza*); **reliance** is not required for mail-fraud RICO (*Bridge*).

141. Plaintiffs seek **treble damages** (18 U.S.C. § 1964(c)), **fees/costs**, and **equitable receivership** (FRCP 66; § 1964(a)) with 28 U.S.C. §§ 754, 1692 filings to enable **nationwide preservation/tracing** and administration of a **native-ESI** production protocol (FRCP 34(b)(2)(E)).

142. **Rule 9(b)** particularity and **FRE authentication** are met (803(6)/803(8); 902(11)/(13)/(4)); **FRE 1006** summaries will streamline billing/ACH, donations, and procurement totals.
143. **Native ESI** demanded (OFX/CSV; CSV/XLSX; PST/EML with headers; MP4/WebM), with **All-Writs § 1651** preservation orders and **Rule 37(e)** remedies for ESI loss.
144. **Defenses neutralized: BJR** (no shield for fraud/statute/obstruction); **Noerr** (petitioning ≠ owner-facing deception/record tampering/finance routing); **reliance** (not required in mail-fraud RICO); **SOL** satisfied by recent acts and separate-accrual; **venue/jurisdiction** proper under **RICO § 1965(b)** (“ends of justice”) with nationwide service/process.
145. **Remedy posture: Receivership** (FRCP 66; § 1964(a)) with §§ 754/1692 filings; **TRO/PI** (FRCP 65) with **Rule 65(d)** specificity; **7-day native productions** keyed to each count to **remove plausible deniability** and preserve the trial record.

#### **PRAYER FOR RELIEF**

146. **WHEREFORE**, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, and grant the following relief:
147. **Appointment of Receiver.** Appoint a federal receiver under Fed. R. Civ. P. 66 and 18 U.S.C. § 1964(a) to assume immediate control of the financial, contractual, and governance functions of the New Atlantis Club Condominium Association and the Point Brittany Administrative Corporation, including authority to:
- A.** Conduct a forensic accounting of all bank accounts and reserve funds;

**B.** Review, audit, and where necessary void contracts executed without lawful member votes;

**C.** Report quarterly to this Court on the condition of association finances and governance;

**D.** Preserve records and protect evidence from spoliation; and **E.** Restore lawful governance and protect residents from further racketeering injury.

**148. Temporary Restraining Order and Preliminary Injunction.** Enter immediate injunctive relief under Fed. R. Civ. P. 65(b) prohibiting Defendants from:

**A.** Imposing or collecting further assessments tied to the fraudulent \$3.5 million loan or fabricated \$1.5 million hurricane damage estimate;

**B.** Proceeding with demolition or construction projects ratified without statutory membership votes;

**C.** Retaliating against Plaintiffs or class members through cease-and-desist letters, certified mail threats, fabricated law enforcement referrals, or exclusion from meetings;

**D.** Destroying, concealing, or altering association records, bank statements, or investigative files.

**149. Declaratory Relief.** Declare that Defendants' conduct violated Plaintiffs' rights under the U.S. Constitution, RICO (18 U.S.C. §§ 1961–1968), the False Claims Act (31 U.S.C. §§ 3729–3730), and 42 U.S.C. § 1983.

**150. Voidance of Fraudulent Instruments.** Declare that contracts, amendments, and instruments executed through fraudulent notarizations, concealed ghost accounts, or unlawful board ratifications are null and void.

151. **Permanent Injunction.** Permanently enjoin Defendants from further use of fraudulent accounts, fabricated assessments, forged amendments, retaliatory mailings, or statutory laundering.

152. **Damages.** Award compensatory damages for coerced assessments, unlawful debts, estate losses, and retaliatory injuries in an amount to be proven at trial.

153. **Treble Damages.** Award treble damages as provided by 18 U.S.C. § 1964(c) for civil RICO violations.

154. **Punitive Damages.** Award punitive damages sufficient to deter future misconduct.

155. **Attorneys' Fees and Costs.** Award reasonable fees and costs, including under 18 U.S.C. § 1964(c), 31 U.S.C. § 3730(d), and 42 U.S.C. § 1988.

156. **Further Relief.** Grant such other relief as this Court deems just and proper to redress constitutional violations, protect elderly and disabled residents, and restore lawful governance to Florida condominium associations.

#### VERIFICATION

157. Pursuant to 28 U.S.C. § 1746, each Plaintiff declares under penalty of perjury that the foregoing is true and correct to the best of their knowledge, information, and belief.

Executed this 11 day of September 2025.

#### SIGNATURES

Respectfully submitted,

/s/ Krstafer Pinkerton


**Krstafer Pinkerton**

Pro Se Plaintiff

28646 Drew Rd.

Chiloquin, OR 97624

Tel: (541) 591-6154

 8.26.25


/s/ Robin Devine

**Robin Devine**

12760 Indian Rocks Road, Unit 571

Largo, FL 33774

Tel: (727) 434-2555

 8.26.25

/s/ Tim Jenkins

**Tim Jenkins**

5200 Brittany Drive South Unit 204

Saint Petersburg, Florida 33715

Tel: (916) 259-6162

 8-26-25

/s/ Danielle Jenkins

**Danielle Jenkins**

5200 Brittany Drive South Unit 204

Saint Petersburg, Florida 33715

Tel: (916) 276-5645

 8/26/2025

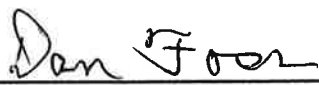
/s/ Dan Foss

**Dan Foss**

5200 Brittany Drive South, Unit 1201

St. Petersburg, FL 33715

Tel: (620) 200-1808

 9.9.25

/s/ Beth Foss

**Beth Foss**

5200 Brittany Drive South, Unit 1201

St. Petersburg, FL 33715

Tel: (620) 200-1808

 9.9.25

## CERTIFICATE OF SERVICE — USPS CERTIFIED MAIL

### Certificate of Service — USPS Certified Mail

I certify that on August 22, 2025, I served the FDIC Enforcement Referral & Complaint by depositing it in the United States Mail, postage prepaid, via USPS Certified Mail, addressed to: FDIC Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106. USPS Certified Tracking No.: 9589071052702634942975.

### Service List / Additional Parties (if any)

---

### Signature

Executed on 9/11/25 by  (name), on behalf of Plaintiffs.

5 9/11/2025

<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  <i>*(If pro se, select this deck)*</i>	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  <i>*(If pro se, select this deck)*</i>	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
☐ 1 Original Proceeding  
 ☐ 2 Removed from State Court  
 ☐ 3 Remanded from Appellate Court  
 ☐ 4 Reinstated or Reopened  
 ☐ 5 Transferred from another district (specify)  
 ☐ 6 Multi-district Litigation  
 ☐ 7 Appeal to District Judge from Mag. Judge  
 ☐ 8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**

**VII. REQUESTED IN COMPLAINT**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$**

**JURY DEMAND:**

Check YES only if demanded in complaint  
 YES ☒ NO ☐

**VIII. RELATED CASE(S) IF ANY**

(See instruction)

YES ☐ NO ☐

If yes, please complete related case form

DATE: 9/11/2025

SIGNATURE OF ATTORNEY OF RECORD:

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

## **SECTION 1746 DECLARATION SOURCE AND CHAIN (PINKERTON)**

### **Declarant and Role**

I, Krstafer Pinkerton, am Regional Coordinator for the Center for Estate Administration Reform. Address: 28646 Drew Rd., Chiloquin, OR 97624. I make this declaration based on personal knowledge, investigation, and review of the records described here.

### **Scope**

This declaration identifies the source and chain of custody for materials used in support of the emergency receivership motion, including records from Point Brittany, New Atlantis Club, and subpoena returns obtained by the Largo Police Department Economic Crimes Unit.

### **Point Brittany Records**

Records were compiled by Beth Foss and also provided by Tim and Danielle Jenkins who retained counsel to obtain answers. The set includes minutes, bank statements and images, internal emails, invoices, inspection and citation records, and correspondence with Resource Property Management and counsel.

### **Communications with Counsel**

The record set includes communications involving John Ellis and Rabin Parker Gurley P.A. including communications related to Bennett Rabin. These materials were produced by residents or located within association files.

### **New Atlantis Club Records**

Records were provided by Robin Devine. Ms. Devine suspected theft and with John Siamas engaged the Largo Police Department. The set includes board approvals and resolutions, assessment ledgers, minutes and transcripts, accounting exports, and owner objections.

### **Largo Police Department Subpoena Returns**

Detective Lance Wagner established probable cause and obtained subpoenas for bank and related records. The returns include IP and routing logs, Excel exports of ledgers and accounting, and Popular Bank documents including statements, ACH and wire reports, and account activity.

### **Deliveries to DBPR**

Boxes of evidence were delivered to DBPR in November 2024 and January 2025. These shipments contained curated copies from the categories listed above.

### **Preservation**

Digital copies are preserved as received with read only archives and checksum snapshots for integrity. Where feasible, native electronic versions are retained.

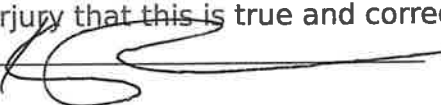
### **Truth and Accuracy**

To the best of my knowledge, the foregoing is true and correct. Certifications under Rule 902 will be provided or sought from the proper custodians.

**SECTION 1746 DECLARATION SOURCE AND CHAIN**

**(PINKERTON) (continued)**

**Execution**

I declare under penalty of perjury that this is true and correct. Executed on 9/11/25 at  
Washington, DC. Signature:  Name: Krstafer Pinkerton

## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

KRSTAFER PINKERTON, et al., Plaintiffs, v. DEBRA REINHARDT et al., Defendants.

## MASTER PROSECUTORIAL MATRIX — COURT &amp; CHAMBERS EDITION

## A) EXHIBIT MATRIX (element → fact → Motion pin-cites → FRE → use)

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>B1 (Exhibit_B) —</b> NAC meetings <b>Apr 14 &amp; 21, 2025</b> (produced video/transcripts on file)	Material omissions; authority/intent; party admissions	Board states loan ≈ <b>\$3.5M</b> , collateral = <b>assessment stream; “not membership issues”</b> ; counsel: <b>“we represent the board, not the membership.”</b>	p.15 ¶¶51–52; <b>p.16</b> <b>¶¶53, 57, 58, 59</b> ; mailings: <b>p.24</b> <b>¶108.B</b> ; pair w/ EO: <b>p.24</b> <b>¶104</b>	801(d)(2); 803(6); 902(13); 1006	Assoc. secretary; meeting host logs; presiding officer; counsel	“Collateral Pipeline” (B1→EO)	<b>Winter:</b> Likelihood; Equities. <b>Counts:</b> §1341/§1343; §1344(2); RICO conduct/materiality
<b>B2 (Exhibit_B-2) —</b> Reputation file	Public interest; credibility	Press, complaints, agency records, dockets,	Use across Intro/Wint	803(21); 902(6); 902(4); 1006	Newsrooms; DBPR; clerks; declarants	“Reputation Heatmap”	<b>Winter:</b> Public interest

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
		declarations show sustained public concern re <b>RPM / Debra Reinhardt</b> .	er (pp.2–5)				
<b>GE</b> — Controller email / ACH journals	Banking anomalies; lulling	Prior “fraudulent account activity,” new acct ... <b>9665</b> , Oct <b>2024 ACH miss</b> , two payments <b>11/12/2024</b> .	p.3; p.15 ¶¶ <b>46–49</b> ; p.25 ¶ <b>114(a)</b>	803(6); 902(11); 902(13); 1006	RPM Controller/CFO; Popular Bank journals/OFX	“ACH Miss & Backfill Timeline”	<b>Winter:</b> Likelihood. <b>Counts:</b> §1341/§1343; §1344(2)
<b>BF</b> — Minutes vs <b>\$22,000</b> check	§1519 records falsification; credibility	Minutes say “zero-dollar” cancellation; <b>\$22,000</b> “cancellation fee” check issued; edits followed.	p.17 ¶ <b>62</b> ; p.4 ¶ <b>6</b>	803(6); 1002/1004; 801(d)(2)	Treasurer/Bookkeeper; bank image custodian	“Minutes vs \$22,000”	<b>Winter:</b> Irreparable harm; credibility. <b>Counts:</b> §1519

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>EO</b> — Note / Collateral Assignment / UCC-1 (receiver)	Bank-fraud pretenses; receiver authority	Security corpus pledges <b>assessments</b> ; <b>receiver clause</b> on default.	<b>p.24 ¶104</b> (background p.2–3; Rule 9(b) p.26 ¶120(a)–(c))	902(4); 803(6); 902(11)	Popular Bank loan officer; state UCC recorder	Include in “Collateral Pipeline”	<b>Winter:</b> Likelihood; remedy scope. <b>Counts:</b> §1344(2); RICO injury
<b>PA</b> — PPP-labeled \$28,838 trail	Tracing; scheme mechanics	BS “PPP Proceeds – 10/27 \$28,838”; GL “PPP <b>Reimbursement 3/31/2023 \$28,838</b> ”; <b>CDARs 3462</b> closure.	<b>p.22 ¶198</b> ; also p.3	803(6); 902(11); 902(13); 1006	NAC accountant; RPM finance; Popular Bank	“PPP \$28,838 Flow”	<b>Winter:</b> Likelihood. <b>Counts:</b> §1341/§1343/§1344(2)
<b>CN</b> — Gov. Notary / DBPR outcomes	Integrity of instruments (public records)	Confirmed notary violations; resignations/caution; executive downgrades.	<b>p.17 ¶¶163–67</b> ; <b>p.28 ¶133(d)</b>	803(8); 902(4)	Governor’s Notary Program; DBPR	—	<b>Winter:</b> Irreparable harm; integrity

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>D-1</b> — CEOMC 2023 legislative update (video & hosted page identified)	Enterprise / intent	CEOMC presents itself as “the main lobbying effort”; “ <b>SB 4-D passed with no amendments and no public testimony.</b> ”	<b>p.18 ¶173;</b> p.25 ¶114(c)	803(6); 801(d)(2); 902(13)	CEOMC / RPM custodians; platform host	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise/intent
<b>D-2</b> — Lobbyist registrations	Regulator entwinement	DBPR Secretary listed as legislative lobbyist (2022–2025).	<b>p.19 ¶176</b>	902(4); 803(8)	Florida Legislature registrar; DBPR	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise context
<b>D-3</b> — Political-finance ledgers	Funding pipeline	Repeated high-value disbursements (e.g., \$45k/\$35k/\$25k)	<b>p.19 ¶175;</b> p.25 ¶114(c)	803(6); 902(11); 1006	PAC treasurers; bank custodians	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise pattern

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>E</b> — Retaliation packet	Witness tampering / lulling	Certified C&Ds and LE referrals timed to silence owners/witnesses.	<b>p.19 ¶180</b> ; Intro p.2	803(6); 803(8); 801(d)(2); 1006	HOA counsel; USPS; SAO/LE	“Retaliation Chronology”	<b>Winter:</b> Irreparable harm; public interest
<b>FDIC</b> — Certified mailing	Federal notice; venue	Complaint/exhibits mailed certified to FDIC Consumer Response Center.	p.3; p.7; p.9 ¶123	902(4); 803(8)	FDIC Consumer Response; USPS	—	<b>Winter:</b> Public interest; venue
<b>N</b> — Recorded governance/depositaries	Governance baseline	Recorded instruments / Notice of Commencement; off-county depository variances.	p.21 ¶193, 97; <b>p.22 ¶199</b> ; p.14 ¶43	902(4); 803(14)	County recorder; association custodian	—	<b>Winter:</b> Likelihood; context for GE

---

**B) COUNT / ELEMENT SNAPSHOTS (where to look; how to admit)**

- **Mail Fraud (§1341)** — **B1** (meetings), **EO** (receiver clause), **BF** (minutes/\$22k), **E** (mailings). Pins: **B1 p.16 ¶¶53,57–59; p.24 ¶108.B; p.24 ¶104; BF p.17 ¶62; E p.19 ¶80**. Admissibility: 801(d)(2); 803(6)/(8); 902(13); 1006.
- **Wire Fraud (§1343)** — **B1** (streamed admissions), **GE** (email/OFX), **PA** (portal/ledger). Pins: **B1 p.16; GE p.15 ¶¶46–49; p.25 ¶114(a); PA p.22 ¶98**. Admissibility: 902(13) + 803(6).
- **Bank Fraud (§1344(2))** — **B1** admissions + **EO** receiver clause. Pins: **p.16 ¶¶53,57–59; p.24 ¶104**. Admissibility: 801(d)(2); 902(4); 803(6).
- **§1519** — **BF** falsification. Pins: **p.17 ¶62; p.4 ¶6**. Admissibility: 803(6); 1002/1004; 801(d)(2).
- **RICO (§1962(c),(d))** — Conduct (**B1**), enterprise/intent (**D-1/2/3**), pattern (**GE/BF/PA/E**), injury (**EO/B1/PA**). Combine 801(d)(2), 803(6)/(8), 902(4)/(11)/(13), 1006.

---

**C) VIDEO REFERENCES (outside the table, for chambers' convenience)**

- **CEOMC 2023 Legislative Update (video + hosted page):**
    - YouTube permalink: <https://www.youtube.com/watch?v=OkOFcVQeScg>
    - RPM hosted page (same program; description/resources): <https://resourcepropertymgmt.com/legislative-update-2023/>

*(Prepared as Exhibit with line numbers and speaker tags.)*
  - **NAC April Meetings (produced exhibits on file):**
    - **Exhibit\_B\_Apr14** — produced video + line-numbered transcript (speaker tags).
    - **Exhibit\_B\_Apr21** — produced video + line-numbered transcript (speaker tags).

*(If you want public permalinks added here for Apr 14/Apr 21, send them and I will update this section.)*
-

#### D) 15-SECOND BENCH SCRIPTS

1. **Collateral & Amount (B1→EO):** “Board: collateral is the assessment stream; line ≈ \$3.5M (**B1 p.16 ¶¶157, 53**). Security corpus has a receiver clause (**EO p.24 ¶104**).”
  2. **Minutes Falsification (BF):** “Minutes said ‘zero-dollar,’ yet a **\$22,000** cancellation check issued and edits followed (**BF p.17 ¶62; p.4 ¶6**).”
  3. **Bank Controls (GE):** “Controller: prior ‘fraudulent account activity,’ new acct ...9665, Oct 2024 ACH miss, two payments on 11/12/2024 (**GE p.15 ¶¶146–49; p.25 ¶114(a)**).”
  4. **Public Interest (B2 + FDIC):** “Reputation evidence shows ongoing harm; certified notice to FDIC (**FDIC p.3; p.7; p.9 ¶23**).”
- 

#### E) FOUNDATIONS AT A GLANCE

- **B1:** 801(d)(2); minutes/transcript **803(6)**; media/logs **902(13)**.
- **D-1:** 801(d)(2)(C); **803(6)** (ordinary-course archive if applicable); **902(13)** (platform self-auth).
- **EO / N / CN:** **902(4)** public/recorded; **803(8)** where applicable.
- **GE / PA / BF:** **803(6)** + **902(11)**; **1002/1004** for check images; **902(13)** for native exports.
- **B2:** **803(21)** reputation; **902(6)** periodicals; **902(4)** public records.
- **1006** summaries for timelines/flows; underlying produced.

## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

KRSTAFER PINKERTON, et al., Plaintiffs, v. DEBRA REINHARDT et al., Defendants.

## MASTER PROSECUTORIAL MATRIX — COURT &amp; CHAMBERS EDITION

## A) EXHIBIT MATRIX (element → fact → Motion pin-cites → FRE → use)

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>B1 (Exhibit B) —</b> NAC meetings Apr 14 & 21, 2025 (produced video/transcripts on file)	Material omissions; authority/int ent; party admissions	Board states loan ≈ <b>\$3.5M</b> , collateral = <b>assessment stream</b> ; “ <b>not membership issues</b> ”; counsel: “ <b>we represent the board, not the membership.</b> ”	p.15 <b>¶¶51–52</b> ; p.16 <b>¶¶53, 57, 58, 59</b> ; mailings: p.24 <b>¶108.B</b> ; pair w/ EO: p.24 <b>¶104</b>	801(d)(2) Assoc. secretary; 803(6); meeting host logs; 902(13); presiding officer; 1006	“Collateral Pipeline” (B1→EO) counsel		<b>Winter:</b> Likelihood; Equities. <b>Counts:</b> §1341/§1343; §1344(2); RICO conduct/materiality
<b>B2 (Exhibit B-2) —</b> Reputation file	Public interest; credibility	Press, complaints, agency records, dockets,	Use across Intro/Wint	803(21); 902(6); 902(4); 1006	Newsrooms; DBPR; clerks; declarants	“Reputation Heatmap”	<b>Winter:</b> Public interest

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
		declarations	er (pp.2–5)				
		show sustained					
		public concern					
		re <b>RPM</b> / <b>Debra Reinhardt</b> .					
		Prior					
		<b>“fraudulent account activity,”</b> new	p.3; p.15	803(6);	RPM		<b>Winter:</b> Likelihood.
<b>GE</b> — Controller email / ACH journals	Banking anomalies; lulling	acct ... <b>9665, Oct 2024 ACH miss,</b>	<b>¶146–49;</b> <b>¶114(a)</b>	902(11); 902(13); 1006	Controller/CFO; Popular Bank journals/OFX	“ACH Miss & Backfill Timeline”	<b>Counts:</b> \$1341/\$1343; \$1344(2)
		<b>two payments 11/12/2024.</b>					
		Minutes say					
		<b>“zero-dollar”</b>					
		cancellation;		803(6);			<b>Winter:</b>
<b>BF</b> — Minutes vs <b>\$22,000</b> check	\$1519 records falsification; credibility	<b>\$22,000</b>	<b>p.17 ¶162;</b> <b>p.4 ¶16</b>	1002/1004; 801(d)(2)	Treasurer/Bookkeeper; bank image custodian	“Minutes vs \$22,000”	Irreparable harm; credibility. <b>Counts:</b> \$1519

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
EO — Note / Collateral Assignment / UCC-1 (receiver)	Bank-fraud pretenses; receiver authority	Security corpus pledges	p.24 ¶104 (background)	902(4);	Popular Bank loan officer; state UCC recorder	Include in “Collateral Pipeline”	<b>Winter:</b> Likelihood; remedy scope. <b>Counts:</b> §1344(2); RICO injury
		assessments; receiver clause on default.	Rule 9(b) p.26 ¶120(a)–(c))	803(6); 902(11)			
		BS “PPP Proceeds – 10/27 \$28,838”; GL “PPP Reimbursement 3/31/2023 \$28,838”; CDARs 3462 closure.		803(6); 902(11); 902(13); 1006	NAC accountant; RPM finance; Popular Bank	“PPP \$28,838 Flow”	<b>Winter:</b> Likelihood. <b>Counts:</b> §1341/§1343/§1344(2)
PA — PPP-labeled \$28,838 trail	Tracing; scheme mechanics		p.22 ¶198; also p.3				
CN — Gov. Notary / DBPR outcomes	Integrity of instruments (public records)	Confirmed notary violations; resignations/caution; executive downgrades.	p.17 ¶¶163–67; p.28 ¶133(d)	803(8); 902(4)	Governor’s Notary Program; DBPR	—	<b>Winter:</b> Irreparable harm; integrity

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>D-1</b> — CEOMC 2023 legislative update (video & hosted page identified)	Enterprise / intent	CEOMC presents itself as “the main lobbying effort”; “SB 4-D passed with no amendments and no public testimony.”	p.18 ¶173; p.25 ¶114(c)	803(6); 801(d)(2) custodians; ; 902(13) platform host	CEOMC / RPM	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise/intent
<b>D-2</b> — Lobbyist registrations	Regulator entwinement	DBPR Secretary listed as legislative lobbyist (2022–2025).	p.19 ¶176	902(4); 803(8)	Florida Legislature registrar; DBPR	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise context
<b>D-3</b> — Political-finance ledgers	Funding pipeline	Repeated high-value disbursements (e.g., \$45k/\$35k/\$25k)	p.19 ¶175; p.25 ¶114(c)	803(6); 902(11); 1006	PAC treasurers; bank custodians	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise pattern

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>E</b> — Retaliation packet	Witness tampering / lulling	Certified C&Ds and LE referrals timed to silence owners/witnesses.	<b>p.19 ¶180</b> ; Intro p.2	803(6); 803(8); 801(d)(2); 1006	HOA counsel; USPS; SAO/LE	“Retaliation Chronology”	<b>Winter:</b> Irreparable harm; public interest
<b>FDIC</b> — Certified mailing	Federal notice; venue	Complaint/exhibits mailed certified to FDIC Consumer Response Center.	p.3; p.7; p.9 ¶123	902(4); 803(8)	FDIC Consumer Response; USPS	—	<b>Winter:</b> Public interest; venue
<b>N</b> — Recorded governance/depositaries	Governance baseline	Recorded instruments / Notice of Commencement ; off-county depository variances.	p.21 ¶193, 97; <b>p.22 ¶199</b> ; p.14 ¶143	902(4); 803(14)	County recorder; association custodian	—	<b>Winter:</b> Likelihood; context for GE

**B) COUNT / ELEMENT SNAPSHOTS (where to look; how to admit)**

- **Mail Fraud (§1341) — B1** (meetings), **EO** (receiver clause), **BF** (minutes/\$22k), **E** (mailings). Pins: **B1 p.16 ¶¶53,57–59; p.24 ¶108.B; p.24 ¶104; BF p.17 ¶62; E p.19 ¶80**. Admissibility: 801(d)(2); 803(6)/(8); 902(13); 1006.
- **Wire Fraud (§1343) — B1** (streamed admissions), **GE** (email/OFX), **PA** (portal/ledger). Pins: **B1 p.16; GE p.15 ¶¶46–49; p.25 ¶114(a); PA p.22 ¶98**. Admissibility: 902(13) + 803(6).
- **Bank Fraud (§1344(2)) — B1** admissions + **EO** receiver clause. Pins: **p.16 ¶¶53,57–59; p.24 ¶104**. Admissibility: 801(d)(2); 902(4); 803(6).
- **§1519 — BF** falsification. Pins: **p.17 ¶62; p.4 ¶6**. Admissibility: 803(6); 1002/1004; 801(d)(2).
- **RICO (§1962(c),(d)) — Conduct (B1)**, enterprise/intent (**D-1/2/3**), pattern (**GE/BF/PA/E**), injury (**EO/B1/PA**). Combine 801(d)(2), 803(6)/(8), 902(4)/(11)/(13), 1006.

---

### C) VIDEO REFERENCES (outside the table, for chambers' convenience)

- **CEOMC 2023 Legislative Update (video + hosted page):**
    - YouTube permalink: <https://www.youtube.com/watch?v=OkOFcVQeScg>
    - RPM hosted page (same program; description/resources): <https://resourcepropertymgmt.com/legislative-update-2023/>  
(Prepared as Exhibit with line numbers and speaker tags.)
  - **NAC April Meetings (produced exhibits on file):**
    - **Exhibit\_B\_Apr14** — produced video + line-numbered transcript (speaker tags).
    - **Exhibit\_B\_Apr21** — produced video + line-numbered transcript (speaker tags).

(If you want public permalinks added here for Apr 14/Apr 21, send them and I will update this section.)
-

#### D) 15-SECOND BENCH SCRIPTS

1. **Collateral & Amount (B1→EO):** “Board: collateral is the assessment stream; line ≈ \$3.5M (B1 p.16 ¶157, 53). Security corpus has a receiver clause (EO p.24 ¶104).”
  2. **Minutes Falsification (BF):** “Minutes said ‘zero-dollar,’ yet a **\$22,000** cancellation check issued and edits followed (BF p.17 ¶62; p.4 ¶16).”
  3. **Bank Controls (GE):** “Controller: prior ‘fraudulent account activity,’ new acct ...9665, Oct 2024 ACH miss, two payments on 11/12/2024 (GE p.15 ¶146–49; p.25 ¶114(a)).”
  4. **Public Interest (B2 + FDIC):** “Reputation evidence shows ongoing harm; certified notice to FDIC (FDIC p.3; p.7; p.9 ¶23).”
- 

#### E) FOUNDATIONS AT A GLANCE

- **B1:** 801(d)(2); minutes/transcript **803(6)**; media/logs **902(13)**.
- **D-1:** 801(d)(2)(C); **803(6)** (ordinary-course archive if applicable); **902(13)** (platform self-auth).
- **EO / N / CN:** **902(4)** public/recorded; **803(8)** where applicable.
- **GE / PA / BF:** **803(6)** + **902(11)**; **1002/1004** for check images; **902(13)** for native exports.
- **B2:** **803(21)** reputation; **902(6)** periodicals; **902(4)** public records.
- **1006** summaries for timelines/flows; underlying produced.

## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

KRSTAFER PINKERTON, et al., Plaintiffs, v. DEBRA REINHARDT et al., Defendants.

## MASTER PROSECUTORIAL MATRIX — COURT &amp; CHAMBERS EDITION

## A) EXHIBIT MATRIX (element → fact → Motion pin-cites → FRE → use)

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>B1 (Exhibit_B) —</b> NAC meetings <b>Apr 14 &amp; 21, 2025</b> (produced video/transcripts on file)	Material omissions; authority/intent; party admissions	Board states loan ≈ <b>\$3.5M</b> , collateral = <b>assessment stream; “not membership issues”</b> ; counsel: <b>“we represent the board, not the membership.”</b>	p.15 <b>¶¶51–52;</b> <b>p.16</b> <b>¶¶53, 57, 58, 59;</b> mailings: <b>p.24</b> <b>¶108.B;</b> pair w/ EO: <b>p.24</b> <b>¶104</b>	801(d)(2); 803(6); 902(13); 1006	Assoc. secretary; meeting host logs; presiding officer; counsel	“Collateral Pipeline” (B1→EO)	<b>Winter:</b> Likelihood; Equities. <b>Counts:</b> §1341/§1343; §1344(2); RICO conduct/materiality
<b>B2 (Exhibit_B-2) —</b> Reputation file	Public interest; credibility	Press, complaints, agency records, dockets,	Use across Intro/Wint	803(21); 902(6); 902(4); 1006	Newsrooms; DBPR; clerks; declarants	“Reputation Heatmap”	<b>Winter:</b> Public interest

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
		declarations show sustained public concern re <b>RPM / Debra Reinhardt</b> .	er (pp.2–5)				
<b>GE</b> — Controller email / ACH journals	Banking anomalies; lulling	Prior “fraudulent account activity,” new acct ... <b>9665</b> , Oct <b>2024</b> ACH miss, two payments <b>11/12/2024</b> .	p.3; p.15 ¶¶ <b>46–49</b> ; p.25 ¶ <b>114(a)</b>	803(6); 902(11); 902(13); 1006	RPM Controller/CFO; Popular Bank journals/OFX	“ACH Miss & Backfill Timeline”	<b>Winter:</b> Likelihood. <b>Counts:</b> §1341/§1343; §1344(2)
<b>BF</b> — Minutes vs <b>\$22,000</b> check	§1519 records falsification; credibility	Minutes say “zero-dollar” cancellation; <b>\$22,000</b> “cancellation fee” check issued; edits followed.	p.17 ¶ <b>62</b> ; p.4 ¶6	803(6); 1002/10 04; 801(d)(2)	Treasurer/Bookkeeper; bank image custodian	“Minutes vs \$22,000”	<b>Winter:</b> Irreparable harm; credibility. <b>Counts:</b> §1519

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>EO</b> — Note / Collateral Assignment / UCC-1 (receiver)	Bank-fraud pretenses; receiver authority	Security corpus pledges <b>assessments</b> ; <b>receiver clause</b> on default.	<b>p.24 ¶104</b> (background p.2–3; Rule 9(b) p.26 ¶120(a)–(c))	902(4); 803(6); 902(11)	Popular Bank loan officer; state UCC recorder	Include in “Collateral Pipeline”	<b>Winter:</b> Likelihood; remedy scope. <b>Counts:</b> §1344(2); RICO injury
<b>PA</b> — PPP-labeled <b>\$28,838</b> trail	Tracing; scheme mechanics	BS “PPP Proceeds – 10/27 <b>\$28,838</b> ”; GL “ <b>PPP Reimbursement 3/31/2023 \$28,838</b> ”; <b>CDARs 3462</b> closure.	<b>p.22 ¶98</b> ; also p.3	803(6); 902(11); 902(13); 1006	NAC accountant; RPM finance; Popular Bank	“PPP \$28,838 Flow”	<b>Winter:</b> Likelihood. <b>Counts:</b> §1341/§1343/§1344(2)
<b>CN</b> — Gov. Notary / DBPR outcomes	Integrity of instruments (public records)	Confirmed notary violations; resignations/caution; executive downgrades.	<b>p.17 ¶¶63–67</b> ; <b>p.28 ¶1133(d)</b>	803(8); 902(4)	Governor’s Notary Program; DBPR	—	<b>Winter:</b> Irreparable harm; integrity

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>D-1</b> — CEOMC 2023 legislative update (video & hosted page identified)	Enterprise / intent	CEOMC presents itself as “ <b>the main lobbying effort</b> ”; “ <b>SB 4-D passed with no amendments and no public testimony.</b> ”	<b>p.18 ¶73</b> ; p.25 ¶114(c)	803(6); 801(d)(2); 902(13)	CEOMC / RPM custodians; platform host	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise/intent
<b>D-2</b> — Lobbyist registrations	Regulator entwinement	DBPR Secretary listed as legislative lobbyist (2022–2025).	<b>p.19 ¶76</b>	902(4); 803(8)	Florida Legislature registrar; DBPR	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise context
<b>D-3</b> — Political-finance ledgers	Funding pipeline	Repeated high-value disbursements (e.g., \$45k/\$35k/\$25k)	<b>p.19 ¶75</b> ; p.25 ¶114(c)	803(6); 902(11); 1006	PAC treasurers; bank custodians	“Policy/Influence Spine”	<b>Counts:</b> RICO enterprise pattern

Code / Exhibit	What it proves (element)	Fact theory (one sentence)	Motion pin-cites	Primary FRE paths	Custodian / Source	1006 Demo (if needed)	Where it helps (Winter / Counts)
<b>E</b> — Retaliation packet	Witness tampering / lulling	Certified C&Ds and LE referrals timed to silence owners/witnesses.	<b>p.19 ¶180;</b> Intro p.2	803(6); 803(8); 801(d)(2); 1006	HOA counsel; USPS; SAO/LE	“Retaliation Chronology”	<b>Winter:</b> Irreparable harm; public interest
<b>FDIC</b> — Certified mailing	Federal notice; venue	Complaint/exhibits mailed certified to FDIC Consumer Response Center.	p.3; p.7; <b>p.9 ¶123</b>	902(4); 803(8)	FDIC Consumer Response; USPS	—	<b>Winter:</b> Public interest; venue
<b>N</b> — Recorded governance/depositaries	Governance baseline	Recorded instruments / Notice of Commencement; off-county depository variances.	p.21 <b>¶¶193, 97;</b> <b>p.22 ¶199;</b> p.14 <b>¶143</b>	902(4); 803(14)	County recorder; association custodian	—	<b>Winter:</b> Likelihood; context for GE

---

**B) COUNT / ELEMENT SNAPSHOTS (where to look; how to admit)**

- **Mail Fraud (§1341)** — **B1** (meetings), **EO** (receiver clause), **BF** (minutes/\$22k), **E** (mailings). Pins: **B1 p.16 ¶¶53,57–59; p.24 ¶108.B; p.24 ¶104; BF p.17 ¶62; E p.19 ¶80**. Admissibility: 801(d)(2); 803(6)/(8); 902(13); 1006.
- **Wire Fraud (§1343)** — **B1** (streamed admissions), **GE** (email/OFX), **PA** (portal/ledger). Pins: **B1 p.16; GE p.15 ¶¶46–49; p.25 ¶114(a); PA p.22 ¶98**. Admissibility: 902(13) + 803(6).
- **Bank Fraud (§1344(2))** — **B1** admissions + **EO** receiver clause. Pins: **p.16 ¶¶53,57–59; p.24 ¶104**. Admissibility: 801(d)(2); 902(4); 803(6).
- **§1519** — **BF** falsification. Pins: **p.17 ¶62; p.4 ¶6**. Admissibility: 803(6); 1002/1004; 801(d)(2).
- **RICO (§1962(c),(d))** — Conduct (**B1**), enterprise/intent (**D-1/2/3**), pattern (**GE/BF/PA/E**), injury (**EO/B1/PA**). Combine 801(d)(2), 803(6)/(8), 902(4)/(11)/(13), 1006.

---

**C) VIDEO REFERENCES (outside the table, for chambers' convenience)**

- **CEOMC 2023 Legislative Update (video + hosted page):**
    - YouTube permalink: <https://www.youtube.com/watch?v=OkOFcVQeScg>
    - RPM hosted page (same program; description/resources): <https://resourcepropertymgmt.com/legislative-update-2023/>

*(Prepared as Exhibit with line numbers and speaker tags.)*
  - **NAC April Meetings (produced exhibits on file):**
    - **Exhibit\_B\_Apr14** — produced video + line-numbered transcript (speaker tags).
    - **Exhibit\_B\_Apr21** — produced video + line-numbered transcript (speaker tags).

*(If you want public permalinks added here for Apr 14/Apr 21, send them and I will update this section.)*
-

#### D) 15-SECOND BENCH SCRIPTS

1. **Collateral & Amount (B1→EO):** “Board: collateral is the assessment stream; line ≈ \$3.5M (**B1 p.16 ¶¶57, 53**). Security corpus has a receiver clause (**EO p.24 ¶104**).”
  2. **Minutes Falsification (BF):** “Minutes said ‘zero-dollar,’ yet a **\$22,000** cancellation check issued and edits followed (**BF p.17 ¶62; p.4 ¶6**).”
  3. **Bank Controls (GE):** “Controller: prior ‘fraudulent account activity,’ new acct ...9665, Oct 2024 ACH miss, two payments on 11/12/2024 (**GE p.15 ¶¶46–49; p.25 ¶114(a)**).”
  4. **Public Interest (B2 + FDIC):** “Reputation evidence shows ongoing harm; certified notice to FDIC (**FDIC p.3; p.7; p.9 ¶23**).”
- 

#### E) FOUNDATIONS AT A GLANCE

- **B1:** 801(d)(2); minutes/transcript **803(6)**; media/logs **902(13)**.
- **D-1:** 801(d)(2)(C); **803(6)** (ordinary-course archive if applicable); **902(13)** (platform self-auth).
- **EO / N / CN:** **902(4)** public/recorded; **803(8)** where applicable.
- **GE / PA / BF:** **803(6) + 902(11)**; **1002/1004** for check images; **902(13)** for native exports.
- **B2:** **803(21)** reputation; **902(6)** periodicals; **902(4)** public records.
- **1006** summaries for timelines/flows; underlying produced.

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**KRSTAFER PINKERTON, et al., Plaintiffs,**

**v.**

**DEBRA REINHARDT, et al., Defendants.**

Case No.: \_\_\_\_\_

**EXHIBIT B1 COVER SHEET**

April 14 and April 21, 2025 NAC Meetings (video and transcripts)

**Short Description:**

Board statements on loan amount, collateral as the assessment stream, membership-vote posture, and counsel loyalty; produced media and line-numbered transcripts.

**Motion Pinpoints:**

p.15 paras 51-52; p.16 paras 53, 57, 58, 59; p.24 para 108.B; p.24 para 104.

**Purpose and Relevance:**

See Master Prosecutorial Matrix; this exhibit supports the listed elements and Winter factors.

**Foundation and FRE Path(s):**

801(d)(2); 803(6); 902(13); 1006.

**Primary Custodian(s):**

Association secretary; meeting host logs; presiding officer; counsel.

**Requested Native Production:**

Produce native ESI where applicable (email, platform logs, accounting exports, meeting media) and custodian declarations.

Executed at Washington, DC on 2025-09-11

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA**

**Plaintiffs**

**v.**

**NEW ATLANTIS CLUB CONDOMINIUM ASSOCIATION, ET AL.**

**EXHIBIT B1 COVER SHEET**

**APR 14 AND APR 21, 2025 NAC MEETING**

**LOAN CORRECTED TO 3,500,000; COLLATERAL IS ASSESSMENTS;  
NO MEMBERSHIP VOTE; COUNSEL LOYALTY ADMISSIONS**

**Exhibit Name:**

**Exhibit\_B1 (NAC meetings).**

**Short Description:**

Two NAC board meetings held on Apr 14, 2025 and Apr 21, 2025 concerning the association loan, including statements that the loan was corrected to approximately 3.5 million, that the collateral is the association's ability to assess owners, that these are not membership issues, and counsel's statement that counsel represents the board and not the membership. Materials include video or audio recordings and/or transcripts, agendas, and attendance records where available.

**Motion Pinpoints:**

Verified Complaint and Motion for Emergency Receivership and Injunctive Relief: p.15 paras 51-52 (meeting record anchor); p.16 paras 53, 57, 58, 59 (loan corrected to 3.5M; collateral is assessments; not membership issues; counsel loyalty).

**Purpose and Relevance:**

Establish admissions by NAC officers and counsel regarding the amount of the loan, the nature of the collateral (the assessment stream), the denial of a membership vote, and the alignment of counsel loyalty. These admissions are material to claims sounding in bank fraud false pretenses, mail and wire fraud omissions, records obstruction, and civil RICO enterprise governance.

**Foundation and Authenticity:**

FRE 901(b)(1) witness with knowledge (secretary or meeting host). FRE 902(13) electronic records self-authentication if hosting vendor certificate or hash values are provided. FRE 803(6) business records for minutes/transcripts kept in the ordinary course. Statements of party-opponents, FRE 801(d)(2).

**Primary Custodians:**

Association secretary or records custodian; meeting hosting provider logs; board president or presiding officer; counsel who spoke on the record.

**Requested Native Production:**

Original meeting recordings (MP4 or platform native), platform logs with timestamps, chat transcripts if any, agendas, notice emails, sign-in records, and final minutes.

**Chain of Custody Note:**

Maintain a hash manifest for each file and preserve platform metadata. If exported from a meeting vendor, include vendor certification identifying the meeting IDs, start and end times, and the names of participants.

**Execution Location:**

Washington, DC

**Date:**

2025-09-10

---

**UNITED STATES DISTRICT COURT**

DISTRICT OF COLUMBIA

**Exhibit B1**

**New Atlantis Club Board Meetings – April 2025**

*Transcript Evidence, Continuation Record, and RICO Predicate Analysis*

---

**Prefatory Note**

This Exhibit documents two consecutive board meetings at the New Atlantis Club Condominium Association:

- **April 14, 2025 Meeting** – where owners first confronted the Board regarding a concealed \$3.5 million line of credit, falsified minutes, and denial of membership voting rights. <https://www.youtube.com/watch?v=JpSKzMvNFMA>
- **April 21, 2025 Continuation Meeting** – explicitly noticed as a continuation of the April 14 meeting. This session carried forward the same agenda items and disputes, showing escalating tension, suppression of owner participation, and ratification of unauthorized contracts. <https://www.youtube.com/watch?v=wG6BXQfxW7o>

These meetings demonstrate **continuity of enterprise conduct**, escalating **owner outrage**, and the use of counsel, management, and board authority to suppress statutory rights and impose unlawful indebtedness.

---

**Section I – April 14, 2025 Meeting (Transcript Reconstruction)**

**Highlights:**

- Roll call established quorum.
- Treasurer's report corrected minutes to show line of credit was **\$3.5M**, not **\$3.3M**.
- Owners demanded explanation of SIRS filing delays and legislative misstatements.
- Owners objected to the Board's claim of unilateral power to encumber the Association.
- Motion from owners to object to the loan was ignored; meeting was shut down by the President.

**Key Quotations:**

- *"Instead of 3,300,000, it's 3,500,000."* – Treasurer correction.
- *"It's against the statute, folks."* – Owner objection.
- *"Folks, I'm going to shut this meeting down because we're not—"* – President Serrano threatening closure.
- *"Hello DBPR!"* – Owners shouting into camera, putting regulators on notice.

---

**Section II – April 21, 2025 Continuation Meeting (Official Minutes & Transcript Extracts)**

**Highlights:**

- Chair declared this meeting was a continuation of April 14.
- Motion 1: Ratify Dixie contract for Balcony 408 (engineering only, \$3,350). Passed unanimously.
- Motion 2: Ratify Dixie contract for Building 10 (\$1.6M). Passed unanimously despite objections.
- Owners demanded bonding, competitive financing, and membership vote. Counsel dismissed these as "board decisions."
- Counsel admitted: *"We represent the board, not the membership."*
- Counsel insisted prior president's unauthorized November 25, 2024 contract signature was valid under "apparent authority."
- President threatened closure again: *"Calm down or I'll close this meeting."*
- Owners protested debt, shouted down suppression, and again invoked DBPR.

**Key Quotations:**

- *"The collateral to pay for this project is... the association's ability to put an assessment on the ownership... we have that \$3.5 million line of credit."* – President Serrano.
- *"These are not membership issues."* – Counsel Rabin, dismissing owners' statutory rights.
- *"We represent the board, not the membership."* – Counsel Rabin, confirming conflict of interest.

- *"Calm down or I'll close this meeting."* – President Serrano.

---

### Section III – Analytical Summary (DARVO Pattern & Owner Outrage)

The April 14 and April 21 meetings reveal a **DARVO pattern**: Deny, Attack, Reverse Victim and Offender.

- **Deny:** Board and counsel denied owners' statutory right to vote on material indebtedness.
  - **Attack:** Owners were shouted down; meetings closed when dissent arose.
  - **Reverse Victim/Offender:** Counsel reframed fiduciary breaches as "duties" of the board, casting dissenting owners as disruptive.
  - **Outrage:** Owners shouted *"Hello DBPR!"*; one exclaimed *"You work for me, boy."* The meetings were volatile, showing coercion not consent.
- 

### Section IV – Predicate Acts (18 U.S.C. § 1961(1))

Statute	Quoted Language	Actor	Significance
Mail/Wire Fraud (§§ 1341, 1343)	<i>"Instead of 3,300,000, it's 3,500,000."</i>	Treasurer	False minutes misrepresented loan amount.
Bank Fraud (§ 1344)	<i>"The collateral... is the association's ability to put an assessment on the ownership... we have that \$3.5 million line of credit."</i>	President Serrano	Loan collateralized without member approval.
Conspiracy Against Rights (§ 241)	<i>"First of all, why don't we bring this matter... \$1.6 million... to a vote over here with everybody." / "These are not membership issues."</i>	Owners / Counsel Rabin	Denial of membership voting rights.
Obstruction (§§ 1503, 1512)	<i>"Calm down or I'll close this meeting."</i>	President Serrano	Suppression of participation rights.

Statute	Quoted Language	Actor	Significance
Honest Services Fraud (§ 1346)	<i>"We represent the board, not the membership."</i>	Counsel Rabin	Admission of conflict, depriving members of honest services.
RICO Conspiracy (§ 1962(d))	<i>"This contract was signed November 25th, '24... first time it's being brought before the board."</i>	Board / Counsel	Collusion to ratify unauthorized contracts.

---

### Section V – Conclusion

- **April 14** exposed concealed debt, false records, and members' outrage.
- **April 21** carried forward the same agenda, same loan, and same suppression, proving **continuity** and **open-ended racketeering conduct**.
- The meetings demonstrate:
  - Enterprise coordination between board, counsel, and management;
  - Systematic denial of statutory rights;
  - Fiduciary breaches rising to federal predicates.

**Exhibit B** is therefore presented as **direct evidence of a RICO enterprise in action**, demonstrating both the *pattern* and the *continuity* required under 18 U.S.C. §§ 1961–1968.

---

April 14, 2025 New Atlantis Board Meeting

Source: <https://www.youtube.com/watch?v=JpSKzMvNFMA>

*Reconstructed Meeting Transcript (Speaker-Labeled)*

**0:00 – Chair:** “Everyone, we’re going to get going in just a second. I do want to make everyone aware the meeting is being recorded visual and audio as we always do this. We have the recording afterwards, but it does have to be said.”

**0:14 – Chair:** “All right.”

**0:17 – Chair:** “Good evening, folks. Good evening. It is 6:02. We’re calling this meeting to order. Peter, are you with us?”

**0:31 – Peter (remote):** “Yes, I’m here.”

**0:33 – Unidentified Board Member:** “Yeah, Peter’s here.”

**0:33 – Chair:** “Okay, so we have a forum of five.”

**0:43 – Chair:** “Let me get the agenda.”

**0:46 – Unidentified Board Member (aside):** “I feel better now that you’re...”

**0:50 – Unidentified Board Member:** “...sitting posted on Friday, April...”

**0:56 – Unidentified Board Member:** “14th.”

**0:56 – Another Board Voice:** “Yeah. 14th.”

**1:05 – Chair (Roll Call):** “Roll call: B—Director at Large; Roger Penn—Secretary; Cheryl Cleer—Vice President; and Anthony Serrano is present.”

**1:21 – Chair:** “We’d like to make a motion to approve the previous meeting minutes.”

**1:26 – Board Member (Cheryl Cleer):** “I have a point to bring up. There was a misprint on the minutes for the, um, amount that the line of credit was. Instead of 3,00—3,300,000, it’s 3,500,000.”

**1:45 – Off-mic Prompt:** “They can’t hear that. Can you talk into the microphone so she can hear?”

**1:49 – Off-mic Voice:** “Thank you.”

**1:52 – Cheryl:** “I wanted to make an amendment to last, uh, month’s meeting. There was a misprint u—about the line of credit that is being, uh, taken out. If the minutes say 3,300,000, then it’s 3,500,000.”

**2:10 – Chair:** “Thank you, Sher.”

**2:12 – Chair:** “Approved pending the correction.”

**2:14 – Another Board Voice:** “Approved pending the correction.”

**2:17 – Chair:** “Make a motion. Everybody...”

**2:22 –** *(voices assent)*

**2:25 – Chair (to Treasurer):** “Okay. Thank you. Um, you have transition?”

**2:29 – Treasurer (Cheryl):** “Yes, sir.”

**2:31 – Chair:** “Okay. Everyone’s in favor of the minutes.”

**2:31 – Multiple Voices:** “Yes.” / “Yes.”

*Treasurer’s Report*

**2:34 – Treasurer (Cheryl):** “Okay. Good evening. Um, as treasurer, I just want to give you kind of a brief overview of the amount of money that we have right now and some of the projects that we have been working on.”

**2:48 – Treasurer:** “So, as of right now, our, um, assets are—okay, let me break it down a little bit before I give you the total. We have, um— [Music] —\$489,299.35 in the SIR reserve and we are continuing to add to that each month.”

**3:13 – Treasurer:** “Uh, the general reserve—which [is] what we use, the money that we use to, to function here in the community—is \$55,725.15.”

**3:28 – Treasurer:** “There are, uh, several other, uh, liabilities or assets that we u—include which u—come to 521,326.52 which gives us a grand total as of right now of 985,545.”

**3:58 – Treasurer:** “Um, this figure is as of March 31st. So I’m actually talking about the month of March when I talk about the monies that we have and the projects that we worked on.”

**4:14 – Treasurer:** “Um, these projects are, are things that I thought about and I would say we started them in March. They are continuing to go and some of them have been completed so far.”

**4:26 – Treasurer:** “Uh, we got—everyone got new, uh, porch lights. Um, and I believe they’re all working and they look wonderful because everything is uniform now.”

**4:38 – Treasurer:** “Uh, we also got a new treadmill for the, uh, gym and I’m sure that it’s already been being used.”

**4:46 – Treasurer:** “We started and are continuing—uh, more than 50% completed—on the Building Seven roof.”

**4:56 – Treasurer:** “Um, the pools have been repaired and are wonderful to swim in right now.”

**4:59 – Treasurer:** “Um, so we did have to replace a couple of the motors.”

**5:02 – Treasurer:** “Landscaping has been, um, I believe completed. We’ve gotten a lot of new plants and—with the help of water, earth—that they should thrive for this, uh, summer and hopefully will still be here when we return in the fall.”

**5:23 – Treasurer:** “Uh, the waterfront, uh, has been cleaned up and, um, I think it’ll be much safer for the people with kayaks to launch their kayak and to come back in and not have to worry about stumbling and falling over the concrete that was out there.”

**5:40 – Treasurer (to audience):** “Have y’all gone down and looked at that?”

**5:41 – Audience Voice:** “I went today. It looks gorgeous.”

**5:44 – Another Audience/Board Voice:** “It looks really— Can we have a round of applause for Cheryl?”

**5:47 – Room:** “[Applause]”

**5:50 – Treasurer:** “And the last that I thought of is that we got bids for the Building Six, uh, roof which has now been accepted—um, Acoma I think is the name of the company—and they bid 102,000—”

**6:06 – Board Voice (correcting):** “It’s not—they’re still under review. They have not been accepted yet.”

**6:08 – Treasurer:** “Okay.”

**6:10 – Board Voice:** “Well, we—”

**6:10 – Treasurer:** “Okay.”

**6:10 – Board Voice:** “—okay, yeah, we have under—”

*6:15 – (voices trail off)*

**6:19 – Treasurer:** “Okay, um, the last thing I want to point out—I think everyone knows—we have 294 units here. And when we talk about people that owe or are in arrears, it really is not a significant amount.”

**6:35 – Treasurer:** “Um, very quickly, let me go over—now again, this is as of March 31st, so some of this could have been paid in April and I’m not aware of it yet—but there were only three people that were over 60 days delinquent.”

**6:54 – Treasurer:** “Over 90 days are eight condos, which, um, some of them, um, have extenuating circumstances. So—but, uh, and some of them could be paid up by now.”

**7:08 – Treasurer:** “Uh, there were 10 people over 30 days and there were—there was a mistake. Um, I don’t know if those of you who have kayaks—um, you got a bill for \$50 a year and it’s actually \$25 a year.”

**7:26 – Treasurer:** “So, uh, just—it—it shows up on my [career?]-um, report as being delinquent, but just—”

**7:39 – Chair/Manager (Anthony “Tony” Serrano):** “I can speak to that. Okay. So, those incorrect kayak charges—accounting has got it. They’re taking them all off the ledgers. They’re all being corrected and put back the way they’re supposed to. No one’s going to get fees for that.”

**7:49 – Treasurer:** “I figured that.”

**7:50 – Chair/Manager:** “Thank you. One second till she’s done speaking.”

**7:52 – Audience Voice:** “Sure.”

**7:54 – Chair/Manager (to audience):** “Whenever—whenever. Good for you.”

**7:57 – Treasurer (wrap-up):** “Okay. So, those are the important things that I think happened in the month of March for—to tell you about.”

*Owner/Resident Q&A*

**8:01 – Chair:** “Okay. Let’s take the gentleman in the white [shirt] question first.”

**8:03 – Audience Member 1 (Gentleman in white):** “Um, I’ve had a lot of trouble with billing for my, uh, HOA fees. I know Roger’s had some trouble. He waved off some other stuff. I think I’m probably carrying a one or two month, uh, advance now because it’s take—sometimes I send it in—goes on the 23rd of every month and a lot of times for some reason it doesn’t get credited and then a day after it should have been credited it is, but I get a nasty gram and a \$50 fee.”

**8:34 – Chair/Manager:** “Okay. So—go ahead.”

**8:35 – Audience Member 1:** “Yeah. Obviously, I don’t understand. It comes out of my bank. I don’t touch it. I’ve been doing it for four years and all of a sudden it’s—it’s a problem.

Okay. And I’d like that to go away if possible.”

**8:45 – Chair/Manager:** “Okay. If you have some time to come speak to me about this, I’ll look into it and see what we can do about whatever lag or gap there may be.”

**8:51 – Audience Member 1:** “Well, and I’ll move it up another week if I need to. You know, I’ll pay you on the 15th instead of the 23rd. But, you know, for some reason it takes too long wherever it goes in Miami.”

**9:05 – Audience Member 1:** “Okay. To, uh—and like say it’s [the] day after and I get a nasty gram. ‘You owe me \$50 more dollars and we’re gonna do all that kind of stuff.’”

**9:10 – Chair/Manager:** “And, you know, I—I’ll be happy to look into it for you. Um, you know, the office hours [are] a little reduced right now, but even if you can shoot me an email, we can make an appointment and I’ll go over it with you.”

**9:21 – Audience Member 1:** “Well, and I haven’t gotten a bill for my kayak spaces yet, and we have two.”

**9:25 – Chair/Manager:** “It’s—it’s all logged from the accounting side, so we didn’t send paper bills for them.”

**9:30 – Audience Member 1:** “I’m happy to go in and pay it whenever. Just tell me how to do it.”

**9:33 – Chair/Manager:** “Yeah.”

**9:35 – Audience Member 1:** “Should I just bring you a check up for \$50 and be good?”

**9:37 – Chair/Manager:** “It’s the most direct way.”

**9:37 – Audience Member 1:** “Okay.”

**9:39 – Chair/Manager:** “Yep. Absolutely.”

**9:39 – Audience Member 1:** “So, we’ll get that done this week or next week.”

**9:40 – Chair/Manager:** “Sure. Sounds good. Um, thank you.”

**9:44 – Chair:** “Okay, thank you for bringing that up.”

*Reserve Funding / SIRS Questions*

**9:47 – Board Member (to Cheryl):** “Cheryl, you mentioned that you continue to, um, contribute to the [SIR] reserve. Does that—where’s that money coming from? Does it come from our HOA?”

**9:58 – Treasurer:** “Yes. So, part of our HOA goes into the SIR reserve.”

*10:01 – [Music]*

**10:04 – Off-mic Voices:** “Can’t hear it. They need a microphone.”

**10:08 – Chair/Manager (summarizing the question):** “She was asking: the money that funds the reserve account—where is it coming from? Is it coming from HOAs? And the answer is yes. Portion of HOAs are allocated.”

**10:21 – Audience Member 2:** “Did she say the SIRs?”

**10:23 – Chair/Manager:** “Yes, that’s the one—Structural Integrity Reserve Study—as part of the milestone that was done last—what—last summer, June, May. When was that completed?”

**10:35 – Board Member:** “Well, we just—we got the third version of it just recently within the last month.”

**10:39 – Audience Member 3:** “What was wrong with the first two versions that we paid for?”

**10:43 – Board Member:** “I wasn’t around at that point.”

**10:45 – Audience Member 3:** “Well, the rest of them were.”

**10:48 – Audience Member 3:** “And has it been submitted to the state?”

**10:53 – Board Member:** “Nobody—”

**10:57 – Board Member (explaining):** “The engineers that do the reserve study, they made some changes in their way of doing business.”

**10:59 – Board Member:** “They updated based on a physical inspection or just procedure?”

**11:07 – Board Member:** “Procedure.”

**11:09 – Audience Member 3:** “They took out—didn’t they take out the—”

**11:12 – Audience Member 3:** “Are you talking about why we got three—three versions of the survey?”

**11:14 – Board Member:** “Yes.”

**11:18 – Board Member:** “Yeah. Because we took the one to the state representative and went over it—what needed to be done, what [did] not. And now I guess there’s been two more versions since then.”

**11:29 – Board Member:** “The first—the first one we received had all nine buildings included in the SIRs report.”

**11:34 – Audience Member 3:** “Okay.”

**11:38 – Board Member:** “Then, uh, changes with the legislation—”

**11:40 – Audience Member 3 (challenging):** “There’s been no changes.”

**11:43 – Board Member:** “They weren’t counting any under three stories. So that was taken out.”

**11:46 – Audience Member 3:** “What changes?”

**11:48 – Board Member:** “We had them take that out.”

**11:51 – Board Member (continuing):** “Okay. And then the next version they gave us had, uh, for the projects for, uh, buildings 1, 5, and 10 going forward—the restoration projects—all was line[d] in there and all it said was, uh, ‘restoration project.’ It didn’t break it down as to what do they mean, like, by that, right?”

**12:14 – Board Member:** “So we weren’t happy with that. So we wanted it broken out—how—what they meant by that. And I asked them: was that included in the—because there’s a lot of supporting documents that come with the full report—and it wasn’t.”

**12:32 – Board Member:** “So I said that makes no sense. We can interpret that however we want. So that’s why we had the third version.”

**12:39 – Audience Member 3:** “What changes in legislation? Can you cite those so that I can look those up?”

**12:43 – Chair/Manager:** “Hang on a second. We did have a gentleman come before you with his hand up. Go ahead. What’s your answer?”

**12:49 – Audience Member 4:** “All right. Thank you. What changes in legislation have occurred? Because the special session is in session now. So—”

**12:56 – Audience Member 4:** “You have no idea. But you just said that they changed because of— So, I just wanted to look those up.”

**12:59 – Board Member:** “We said, ‘Why are the other ones in there?’ And they said, ‘That’s the way they wanted it.’ And then it changed and didn’t have to put two stories in. So, we—”

**13:11 – Board Member:** “So they changed that a bit in early 2024, like the spring or so.

There was a Senate bill that went through where they put in that [sti]mulation for the three stories and over.”

**13:18 – Audience Member 4:** “What bill are you talking about? The SB4-D or which one are you talking about?”

**13:25 – Board Member:** “I think it was 143, but I would have to check. I could be off on that number because it was a year ago, okay?”

**13:31 – Audience Member 4:** “Because I have not—I, in fact, I just f—spoke to an attorney a couple weeks ago. There’s been no changes in the legislation since SB4-D and if there has I’d like to know so that I can look those up and read them. I have copies of the other ones with me, but I’d like to know because I like to stay up on those.”

**13:49 – Audience Member 4:** “Okay. And has it—has our—has it been filed—the SIRs with the state? Have we turned that in? Has that been filed? Because when we checked locally, it hadn’t been filed yet. I have an email to that—to that fact. So, have we filed ours with the state? Because many associations have not filed in the state of Florida, and I want to make sure we’re compliant.”

**14:09 – Board Member/Chair:** “We just received our last revision. So, I think we’re still going through that one before we upload to the state.”

**14:15 – Chair/Manager (Tony):** “Tony, you have anything further?”

**14:17 – Tony:** “No, I don’t. Is—that came within the last—what—two or four weeks.”

**14:20 – Tony:** “So that final version hasn’t, to my knowledge, hasn’t been uploaded, um, into Pinellas County or has been filed with the state of Florida and between the transitions of managers and so forth that—that more—more than likely is not.”

**14:34 – Audience Member 4:** “Did we file any of them before December 31st of 2024? Were any of the SIRs filed with the state before December 31st since it was the law to do that? Was that—did that happen or—”

**14:45 – Board Member:** “No, because we were in revisions.”

**14:48 – Audience Member 4:** “Okay.”



**14:51 – Chair:** “Um, we do have to move on. The SIR is not a topic on the agenda today. So, we’ve been taking some questions on that. What’s your question related—”

**14:58 – Audience Member 5:** “Ten-second question. When does the SIRs—actually—you do—you did the report—when does it have to be done by? When do you have to start doing the—what’s the timeline? Does it have to be done in 2025, 2026, 2027? What’s the date—when you got the SIRs report, you got it—says you got to do these things—what’s the date when you got to do these things?”

**15:19 – Board Member:** “So that kind of keeps changing until—”

**15:21 – Audience Member 5:** “It’s in the statute.”

**15:23 – Board Member:** “2026. I don’t know—I’m not—I’m not asking—I don’t know the answer.”

**15:25 – Audience Member 5:** “2026.”

**15:28 – Board Member:** “It’s in the statute.”

**15:31 – Board Member:** “And we have to contract by a certain date.”

**15:32 – Audience Member 5:** “So are you talking about when we need to be fully funded for—for—”

**15:38 – Board Member:** “No, it’s— I’m asking: We did a report.”

**15:41 – Board Member:** “Yes.”

**15:41 – Audience Member 5:** “Yes, it says we have to fix these things.”

**15:43 – Board Member:** “Correct.”

**15:45 – Audience Member 5:** “Okay. When do we have to fix these things? According to that report—according to the law?”

**15:48 – Board Member:** “So depending on what was evaluated per railings, buildings, whatever—”

**15:55 – Audience Member 5:** “Yeah.”

**15:57 – Audience Member 5:** “It’s in—it’s in the report. It says you got to fix these things.”

**16:00 – Board Member:** “Is what the life expectancy is for that—for that particular line.”

**16:03 – Board Member:** “So we’re going to pass the life expectancy—whatever. But when do you have to actually do it? So you got the report, let’s say yesterday—whenever it was—doesn’t matter, right? But when do you actually have to take action on what the report says according to the law?”

**16:20 – Board Member:** “Well, we have to plan ahead. We have to budget it and then it—accordingly.”

**16:25 – Audience Member 5:** “I’m not suggesting you should go faster—I’m just trying to know what the law says.”

**16:31 – Board Member:** “202— The SIRs does not state constructibility. I believe [it’s] funding.”

**16:39 – Board Member:** “There’s no date.”

**16:41 – Board Member:** “There’s no date. There’s no specific date to when we immediately need to, but we do need to do a process to make sure that we are addressing it in a timely manner.”

**16:51 – Audience Member 5:** “Yeah.”

**16:54 – Audience Member 5:** “So, so it doesn’t have a specific—so, if we need 18 months to do it, huh? So, if we need 18 months to get our ducks in a row, that’s okay—as long as you can show in good faith that you are pursuing the repairs, right?”

**17:04 – Board Member:** “Well, you know what? Everybody’s going to have to do this stuff all at once, right? All the condos are in the same boat.”

**17:07 – Audience Member 5:** “Right.”

**17:10 – Board Member:** “So all the engineers, all the contractors—all of them at some point—are going to be busy.”

**17:14 – Board Member:** “Oh, they’re treating this now, right?”

**17:16 – Board Member:** “So at some point it’s going to be—it may be—you could contract with them tomorrow; it may [be] two or three years before they get there. I’m just asking what is the requirement.”

**17:26 – Chair/Board:** “Well, we—we as an association have done our due diligence where we’re going to have Building [events] started on May 19th.”

**17:32 – Audience Voices:** “Why? Why?”

**17:36 – Audience Member 6:** “Why? No. Why? Why?”

**17:39 – Audience Member 6 (to someone):** “You don’t have to.”

*17:40 – Audience Member 6: “Why?”*

**17:43 – Audience Member 6 (to “Brit”):** “You’re not the president.”

**17:45 – Audience Member 6:** “Okay.”

**17:47 – Audience Member 6:** “You’re not the president, Brit.”

**17:50 – Audience Voices:** “Yeah, you don’t shut us down.” / “Yeah, we’re tired of being shut down.”

**17:55 – Unidentified Board Voice:** “That’s fine. Let him come in.”

**17:58 – Board/Chair (restating):** “We’ll start the project on May 19th.”

**18:00 – Audience Member 7:** “Is that the one he signed on November—whatever? What—with no one that deals—with no—with no meetings, with no minutes, with no votes.”

**18:11 – Audience Member 7 (to board):** “Remember back in November when he signed it?”

**18:13 – Board Member:** “I—I wasn’t part of—”

**18:15 – Audience Member 7:** “Well, then you came in after, but the rest of them remember and it was in the agenda notes for today exactly what date he signed it. So, if you read the agenda notes, you know what date it was? It wasn’t, right?”

**18:25 – Audience Member 7:** “So, why are you— There’s no way that’s legal.”

**18:31 – Audience Member 7:** “Yes. There’s no way that’s legal.”

**18:35 – Audience Member 7 (motion):** “I [have] objection to the \$3.5 million loan without a vote or any discussion on how—what exactly it’s going to cover or breakout summary in that. Does anybody second the motion?”

**18:46 – Audience Voices:** “We objected.”

**18:49 – Audience Voices:** “We shouldn’t have them. We all—”

**18:52 – Audience Voice:** “There’s no—there is no discussion, no vote.”

**18:56 – Audience Voice:** “It’s—it’s not—it’s—you can’t do that.”

**18:56 – Audience Voice:** “It’s—it’s against the statute, folks.”

**19:01 – Board Member:** “So just—Roger and I were just at the attorney’s office today.”

**19:03 – Audience Member 8:** “Which attorney?”

**19:06 – Board Member:** “Your attorney? Rabin Parker and Gurley.”

**19:07 – Audience Member 8:** “Okay. Did you [they] work for Resource Property Management?”

**19:10 – Board Member:** “We don’t have attorney—we’re not on him.”

**19:13 – Board Member:** “So believe it or not, Landis is one of the very few associations—at least that he’s represented in his 43 years, and he told me this this morning as we were talking—that doesn’t have a vote. Um, I just—I managed another association where it required membership vote to vote.”

**19:34 – Audience Member 8:** “Why did it get out of membership?”

**19:36 – Audience Member 9:** “This association’s documents don’t require the—”

**19:39 – Audience Voices:** “—show us that—show us that again.”

**19:43 – Audience Member 6 (to “Brit”/manager):** “You’re not the president. You’re not the president.”

**19:46 – Chair (frustrated):** “Folks, I’m going to shut this meeting down because we’re not—”

**19:50 – Audience Voices:** “Of course you are. Of course you are.”

**19:52 – Audience Member 6:** “Because when people object, you don’t want—”

**19:55 – Audience Voices:** “Of course you are. Of course you are.”

**19:58 – Audience Voice:** “Of course you are.”

**20:00 – Audience Member 6 (to Brit/manager):** “You’re not even the president.”

**20:02 – Chair:** “We’ll reconvene at a later date.”

**20:05 – Chair:** “Um, when we discuss this—”

**20:05–20:12 – Audience Voices (overlapping):** “—nobody’s here. Only you’re here and you can approve—you—you have—”

**20:12 – Audience Member 6 (to Brit):** “Don’t you talk to me.”

**20:14 – Audience Member 6:** “Right. You’re not the president.”

**20:17 – Audience Member 6:** “You’re not the president.”

**20:19 – Audience Member 6:** “I’m talking to Tony.”

**20:21 – Audience Member 6 (to Tony/President):** “We want to know and we want to have a vote, a discussion, and a breakout summary of all of the expenses for that \$3.5 million. And we object, of course. Hello, DBPR. Thank you for coming. Hello DPR.”

**20:37 – Audience Member 10:** “Don’t you have to have a vote of the board meeting?”

**20:47 – Chair:** “Meeting is shut down.”

**20:49 – Audience Voices:** “Of course it is. Of course it is.”

**20:53 – Audience Member 11:** “We have a voice. We have a voice. This is our complex and we got—”

**20:59 – Audience Voices:** “Yes, we are the owners. You got to listen—”

**21:07 – (overlapping voices)**

**21:09 – Unidentified Resident:** “—call something because the board is good but these people won’t listen. I’ve been here for 25 years. I’ve never experienced what I’ve experienced in this last year.”

**21:27 – Unidentified Resident:** “I’ve been—”

**21:32 – Unidentified Resident:** “—37 when—”

**21:38 – Unidentified Resident (to room):** “I— All— Keep your mouth shut and listen.”

**21:42 – Unidentified Resident:** “We will.”

**21:45 – Unidentified Resident:** “You’re not children. You’re adults. We’re being juries—seniors.”

**21:48 – Unidentified Resident:** “Now, wait a minute. Wait a minute. Nobody took a loan.”

**21:51 – Unidentified Resident:** “I accomplished my purpose.”

**21:54 – Audience Voice:** “Yeah, they didn’t take a loan. They applied and were accepted.”

22:05

---

### **Participants & Roles (as inferred)**

- **Anthony “Tony” Serrano** — President / Chairing portions; answers compliance/process; moves to shut down meeting.
- **Cheryl Cleer** — Vice President; delivers **Treasurer’s** report (appears to serve as Treasurer function).
- **Roger Penn** — Secretary (mentioned during roll call; referenced during attorney visit).
- **“B”** — Director at Large (first initial only captured).
- **Peter** — Board member participating remotely (“Peter, are you with us? — Yes, I’m here”).
- **Audience/Owners** — Multiple speakers, labeled Audience Members 1–11 where not named.
- **“Brit”** — Person repeatedly told “You’re not the president, Brit.” Context implies a community manager or board member attempting to control discussion.
- **Attorney (referenced)** — “Rabin Parker and Gurley.”
- **Management/Accounting** — Referenced in kayak-fee corrections and “transitions of managers.”

---

### *Motions, Corrections, and Decisions Captured*

- **Minutes Approval:** Motion to approve previous minutes **pending correction**.  
Correction specified: **Line of credit amount** should read **\$3,500,000** (not \$3,300,000). Voice assent recorded (“Everybody... Yes/Yes”).
- *Treasurer’s Figures (as stated for period ending 3/31):*
  - Structural Integrity Reserve (SIR): **\$489,299.35**
  - General (Operating) Reserve: **\$55,725.15**
  - “Other liabilities/assets included”: **\$521,326.52**

- *Grand Total: \$985,545*
- **Projects Reported:** New porch lights (uniform, installed); new treadmill for gym; Building 7 roof >50% complete; pools repaired (motors replaced); landscaping completed (new plants); waterfront cleaned (safer kayak launch); bids obtained for Building 6 roof (**Acoma** approx. **\$102,000**). *Another board voice clarified bids are "still under review," "not accepted yet."*
- **Delinquencies (as of 3/31):** 3 units >60 days; 8 condos >90 days (some extenuating circumstances); 10 units >30 days.
- **Kayak Fee Error:** Incorrectly billed **\$50/year**; correct fee **\$25/year**. Management states accounting will remove incorrect charges and **no fees** will be assessed for that error.
- **Owner Billing Concern:** Auto-pay timing ("nasty gram" \$50 late fee) to be reviewed by management; owner may pay earlier (15th vs 23rd).
- **SIRS Filing Status:** Third revision received within past **2–4 weeks**; **not** uploaded yet to county/state; **not filed before Dec 31, 2024** due to ongoing revisions.
- **SIRS Scope & Legislative Comments:** First version included all nine buildings; later versions excluded under-3-story buildings per board's request and claimed legislative change; audience disputes there were statutory changes since SB 4-D.
- **SIRS Compliance Timeline:** Mixed statements; audience cites **2026** statutory target; board emphasizes budgeting/process and "no specific immediate date," focus on timely good-faith pursuit.
- **Start of Work Announcement:** Board states **project start May 19**; owners question legality/authority and reference a **November** signature without meeting/minutes/vote.
- **Owner Objection/Motion:** Owner verbally **objects to \$3.5M loan** "without a vote" or breakout summary; seeks a second; multiple owners voice objection.
- **Authority Dispute & Adjournment:** Repeated challenges that "Brit" is not the president; Chair states **"I'm going to shut this meeting down,"** then **"Meeting is shut down"** and **"We'll reconvene at a later date."**

---

*Issues Raised On the Record (verbatim themes)*

- Recording notice; quorum established.

- Correction to minutes re: **line of credit = \$3,500,000**.
- Financial balances and projects executed/underway.
- **Billing/late fee** complaints and kayak fee misbilling.
- **SIRS**: number of versions; scope changes (3-story threshold); whether **any legislative changes** actually occurred; **filing status**; **timeline** to act on report; **funding vs constructibility** ambiguity.
- **Contracting/Start date** for work (**May 19**) amid questions about approval process.
- **Loan authority**: owner objection to **\$3.5M** loan without vote; demand for **breakout summary** and **discussion**.
- **Use of counsel** (Rabin Parker Gurley), claim that association documents **don't require a membership vote** (disputed by owners).
- Meeting **shut down** by Chair after escalating dispute.

---

*Open Questions / Follow-Ups Implied by the Transcript*

1. **Documents & Authority**: Provide the **bylaws/decl/Articles** clause(s) that the board believes **remove or require a membership vote** for large loans.
2. **Loan Detail**: Provide a **written breakout summary** of the **\$3.5M** loan purpose, covered items, and terms; confirm whether any board vote occurred and when.
3. **SIRS Filing**: Confirm **upload/filing date** and provide **receipt/confirmation** once submitted to state/county.
4. **Legislative Basis**: Identify the **exact bill/statute** cited as changing the 3-story requirement (board referenced "143" in spring 2024; owners dispute any change post-SB 4-D).
5. **Project Start (May 19)**: Provide the **contract, signature date, board approval minutes**, and **owner notice** evidence for the project.
6. **Billing System**: Investigate auto-debit timing and late-fee triggers; ensure **grace period** and correct **kayak fee** adjustments are reflected on ledgers.

**This is the end of the April 14, 2025 meeting.**

---

**NEW ATLANTIS CLUB — SPECIAL BOARD MEETING CONTINUED  
FROM APRIL 14, 2025**

*Prepared from audio transcript provided by client. Speaker attributions reflect the record as stated during the meeting.*

**I. Meeting Details**

**Date:** April 21 , 2025 <https://www.youtube.com/watch?v=wG6BXQfxW7o>

**Scheduled Time:** 6:00 p.m.

**Location / Modality:** In-person with remote participants via Zoom

**Recording:** Meeting recorded (audio/video) as stated by chair

**Meeting Type:** Continuation of board meeting held the prior Wednesday

**Chair/Presiding Officer:** Anthony Serrano (Board President)

**Counsel Present:** Bennett Rabin, Rabin Parker & Gurley (via Zoom)

**Property Management:** Resource Property Management — Brit (Property Manager); Doc Thomas (President, RPM) referenced

**Proof of Notice:** Posted Friday April 18 (as stated by chair)

**Call to Order:** 6:02 p.m. ('602' stated)

**Quorum:** Affirmed: Anthony Serrano (President); Peter Stokler (Director, remote); Roger Penn (Secretary); Cheryl Cleer (Vice President/Treasurer function); Scott Reeves (Director).

## II. Roll Call

Chair noted: "We got Peter Stokler online and Anthony Srano here, the board president. We're all here. So, we have a quorum."

Unidentified board voice clarified 'She's treasurer,' referring to Cheryl Cleer.

## III. Agenda Limitation

Chair stated that only two items (carried over as Old Business) would be discussed; no off-agenda items allowed. Robert's Rules timing: 3 minutes per speaker at the podium.

## IV. Old Business Item 1 — Balcony 408: Engineering Scope (Dixie/Builder)

Motion by Chair to ratify Dixie contract for Balcony 408 with additional engineering scope; amount stated: \$3,350.

Counsel (Rabin) advised: after motion/second, take member comments before board vote.

### Member Comments & Board Responses

- Clarification requested on location (Building 4, unit 408) and scope due to concrete/rebar/lenai corrosion discovered after carpet removal; shoring performed; additional engineering required for precast/hollow-core components (per Chair).
- Question: Does \$3,350 increase? Answer: No; clarified that \$3,350 is engineering only; construction cost to be priced by Dixie after receipt of engineered scope.
- Treasurer stated funding would come from operating/reserves under building materials/repairs; lenai is an association responsibility.
- Question: Will work be re-bid? Chair: Not practical mid-repair; addressed via change order with existing contractor.
- Comment: \$3,300 to estimate cost perceived as high. Chair: Common; "engineers aren't cheap."

### Vote

Board vote taken following comments. Result announced by Chair: "Motion passes 5."

## V. Old Business Item 2 — Building 10: Ratification of Dixie Construction Contract

Motion and second recorded (Scott Reeves second). Scope: approximately one-year project; contract amount stated as \$1.6 million. Three bids referenced; documents accessible on 'Vanic'.

### Member Comments & Questions

- Identity requests for voices “coaching” the meeting; Counsel identified himself (on Zoom). RPM leadership (Doc Thomas) referenced.
- Escalation/Change Orders: Chair noted changes handled as change orders; Counsel confirmed contract contains cost-escalation thresholds/procedures and is an official record available on request.
- Bonding: Audience questioned lack of bond; Counsel noted bonding is board's preference, ~5–7% cost; could check contract. Board member read: Article 4 indicates 'bonds 2% of total contract value' (interpreted as cost, not confirmation of bond in place). Multiple owners urged requiring a bond.
- Governance/Vote: Motion from floor to postpone ratification until confirming prior president's signing authority (contract signed Nov. 25, '24). Chair acknowledged comment; no postponement vote recorded in transcript.
- Democratic participation concerns: Members urged membership-wide vote for large sums; questioned loan terms, interest, collateral; raised whether some items are 'optional' vs. mandated by Milestone/SIRS.
- Tallahassee legislation: An owner referenced potential change from 3 to 6 stories; urged delay.
- Access and Notice: Owners asked about May 19 tentative start; June 1 notice for early access; what happens if access refused; question whether lawsuits would follow. Chair indicated counsel had previously addressed; later, Counsel stated owners have irrevocable right of access and refusal may result in legal proceedings.
- Collateralization/Financing: Chair stated Popular Bank line of credit (\$3.5M) and SER/reserves as primary sources; collateral is association's assessment power; interest rate cited at 6.85%; Popular Bank used as existing processor of monthly assessments; requirement to maintain \$60–80k interest reserve noted.

- **Milestone/Scope:** Board asserted Phase I & II completed; proposed work addresses items identified as needing attention soon (rails, staircases, posts, breezeways) and efficiency with painting to avoid larger future costs.
- **Professionalism/Process:** Multiple member comments on meeting civility, participation, attorney demeanor, and alternative management exploration.

#### Counsel Statements (Rabin Parker & Gurley)

- **Representation:** Counsel represents the association/board, not RPM.
- **Authority:** Prior president had apparent authority to sign; ratification on this night is permissible under Florida law.
- **Duty:** Board's statutory duty to maintain property extends beyond milestone mandates; business judgment may include cost/efficiency of bundling with painting.
- **Bonding:** Optional, board decision; ensure compliance with lien-law documentation.
- **Loan:** Anticipated collateral is assessment power / budget inclusion; specifics depend on final loan documents.
- **Access:** Irrevocable right of access for this project; refusal may prompt legal action to avoid demobilization/out-of-sequence costs.
- **Incidental Damage:** Documents require association to address incidental damage caused while performing required maintenance; removing that clause by amendment is possible but not advised given project scope.

#### Vote

Roll recorded verbally: "I Scott Reeves — I; Roger Penn — I; Cheryl Cle — I; Peter — I; and Anthony Serrano — I."

Result: Motion passes 5–0.

### **VI. Adjournment**

Chair moved to adjourn. Meeting concluded.

### **VII. Action Register (from the record)**

1. Transmit engineered scope for Balcony 408 to Dixie; obtain pricing proposal for construction work.

2. Ensure official records availability: three bids for Building 10 and the executed contract; provide upon owner request.
3. Clarify bonding status for Building 10: board decision; confirm any bond cost/coverage and circulate summary to owners.
4. Confirm loan documentation specifics with Popular Bank (interest, term, collateralization mechanics, required reserves).
5. Owner notifications: finalize May 19 tentative mobilization plan; provide contact cadence and sequencing for the 30 affected 'Iana'i units; document access procedures.
6. Counsel to prepare/access letters outlining irrevocable right of access and remedies for refusal.
7. Publish a concise scope summary distinguishing mandated vs. elective items associated with Milestone/SIRS vs. preventative work aligned with painting.
8. Maintain a running change-order log for Building 10 with cost thresholds and board review triggers, consistent with the contract.
9. Meeting civility/identity protocol: at start of each meeting, state names/roles of all offscreen voices (counsel/management).

### **VIII. Figures, Firms, and Dates (Index)**

- \$3,350 — Engineering scope (Balcony 408) prior to construction pricing by Dixie.
- ~\$1.6 million — Building 10 contract value (Dixie).
- Popular Bank — line of credit up to \$3.5 million; interest cited at ~6.85%; reserves holdback ~\$60–80k for interest.
- Counsel — Bennett Rabin, Rabin Parker & Gurley.
- Management — Resource Property Management (Brit; Doc Thomas referenced).
- Tentative Start — May 19 (owner access coordination); prior signature date referenced: Nov. 25, '24.

## IX. Certification

*These minutes are prepared from the verbatim transcript as provided by the client. They reflect motions, comments, counsel guidance, and votes as captured. Any subsequent corrections adopted by the Board should be appended as an Addendum.*

*Participants (as referenced in the audio)*

- **Anthony Serrano** — Board President / Chair (“Chair/President”)
- **Cheryl Cleer** — Vice President / Treasurer (“Treasurer” when answering money questions)
- **Roger Penn** — Secretary
- **Peter Stokler** — Director (remote)
- **Scott Reeves** — Director (seconds and votes)
- **Brit** — Property Manager (Resource Property Management)
- **Doc Thomas** — President, Resource Property Management (named by another speaker)
- **Counsel: Bennett Rabin** — Association legal counsel, Rabin Parker & Gurley (appears on Zoom)
- **Owners/Residents** — Labeled “Audience Member #” when unnamed

---

*Rebuilt Transcript (speaker + explicit statements)*

**0:05 — Chair/President (Anthony Serrano):** “All right. Thank you for coming to the New Atlantis board meeting scheduled for April 21st at 6:00 p.m. Uh, this is a continuation of the board meeting that we held last Wednesday. So, the agenda items are the same two items that were on the agenda from last week. Uh, these are the items we will be discussing and solely discussing for this meeting. So, I'd like to call the meeting to order”

**0:33 — Chair/President:** “602. Proof of notice was posted on April on Friday 18th 18th um before left. Um I'm making a roll call.”

**0:50 — Unidentified Board Voice:** “She's treasurer.”

**0:58 — Chair/President:** “All right, we got Peter Stokler online and Anthony Srano here, the board president. We're all here. So, we have a quorum. Uh, the two items are now listed as old business.”

**1:09 — Chair/President:** “So, what we'll do is I'll make a motion. Somebody will second. If you'd like to come up and make a comment on that motion, the podium is yours. You have three minutes. We will follow the Robert's rules and you're free to discuss that particular uh motion that is being made. Then I'll make the second motion. Second motion, same process and that's what we'll be doing moving forward. So that way everybody gets their opportunity to talk and you know discuss what's on the agenda. There are no items that will be discussed that are not on the agenda. Just make myself clear.”

**1:46 — Chair/President:** “All right. So the first motion is to ratify the Dixie contract for balcony 408 which we realized there was more extensive damage and required more work and we need an additional scope of work from builder home gardens I have a motion I make a motion second okay all in favor I okay anybody wish you do more specific motion please you're motioning to accept the the motion scope of work to ratify to ratify which is going to be at a cost of \$3,350.”

**2:24 — Chair/President (to counsel):** “And so what Mr. Ben Raven?”

**2:31 — Counsel (Bennett Rabin, Rabin Parker & Gurley):** “Yes, sir.”

**2:31 — Counsel (Bennett Rabin):** “You've made a motion and a second. Don't vote on it until the members have an opportunity to give their comments and then you'll vote on it. You will close the membership component of the meeting and then you'll vote on the motion and then move on to the second.”

**2:42 — Chair/President:** “Yes, sir.”

**2:50 — Audience Member 1:** “It'd be nice if we knew what you were talking about. Over here is building 4 and 408. I think I heard a number. No idea what's going on.”

**2:56 — Chair/President:** “So this this proposal is as you know 408 the lai was spalding when they ripped out the carpet. They noticed it was leaking going down into the first floor. Uh once they ripped the carpet up the concrete, the rebar and the lai was sping. They realized there was some structural issues around the lenai itself that holds the structure of

the lenai. As they were working on that, they realized there was more extensive the corrosion and the reinforcement of the slabs and the pre-cast on the lenai. So they had to shore it. As they did more extensive work, they realized there was more extensive damage to the slab than they initially under uh thought as they and then evaluated it further. So this is a proposal from Biller Reinhardt to for additional work to deal with the pre-cast and the hollow core of the of the thick uh pre-cast of the LAI itself which was corroded and folded which now needs to be replaced."

**4:04 — Audience Member 2:** "So is there going to be an increase in this uh proposed \$3,300?"

**4:13 — Chair/President:** "No."

**4:20 — Unidentified Board Voice (clarifying):** "Okay. So if that will be included that is for all of the new um that is incorrect. It's strictly this is strictly for the scope of work engineering the engineering portion of it. Then we need once this is submitted to Dixie they will then provide us with a proposal as to the actual work from this scope that needs to be completed to the balcony."

**4:38 — Chair/President:** "So this is just to approve so that we can submit this to uh Dixie construction construction so that they can do the additional work based on scope work. We do want people to come up to the podium."

**4:51 — Unidentified Board/Chair Voice:** "Correct. Up to the podium [Music] please."

**4:59 — Audience Member 3:** "It's \$3,400. Is that"

**5:05 — Chair/President:** "\$3350? \$3,350. I make the proposal that we accept. Thank you."

**5:13 — Audience Member 4:** "I have a question. Is that \$3,300 just for the engineering part, but we don't know what it's going to cost us to repair the whole uh when I"

**5:25 — Chair/President:** "That is correct. Um because he can't give us a price until we submit this. So that based on the engineer's recommendations, we don't have a ballpark anything."

**5:31 — Audience Member 4:** "No, ma'am."

**5:37 — Audience Member 5:** "It's just \$3,300 to find out how much it's going to cost."

**5:44 — Audience Member 5:** "That's crazy."

**5:51 — Chair/President:** “Do I have anybody else that'd like to come up to discuss the proposal here that I just made a motion for?”

**6:08 — Audience Member 6:** “I have a question. Is that money going to be included in the overall amount of money that we pay every month? Excuse me.”

**6:22 — Treasurer (Cheryl Cleer):** “Yes. This comes out of our operating or reserves accounts or building materials and repairs. because the lenai are the association's responsibility.”

**6:34 — Audience Member 6:** “Okay. Thank you.”

**6:40 — Audience Member 7:** “Yes, sir. Once the scope of the work is finalized, will the will that go out for bid for the work?”

**6:46 — Chair/President:** “In this case, because Dixie's been working on this the whole time, it would be very difficult to have another contractor come in the middle of the repair process to bid on something that's in the middle um middle of the project because then they would have to go back from the very beginning to reassess Dixie's work and then move forward with whatever scope of work would be. So in this case, it would be best from a for a financial scope to keep the same contractor that's already been working on it since it be addressed by a change order to the existing contract which was already bid.”

**7:27 — Audience Member 8:** “Tony, do you find it a bit a sec a bit much \$3,300 to be able to tell you how much it's going to cost to fix it?”

**7:36 — Chair/President:** “No, sir.”

**7:41 — Audience Member 8:** “It's going to cost \$3,300 for them to tell you how much it's going to cost.”

**7:46 — Chair/President:** “Yes sir. That that's common in this industry.”

**7:52 — Unidentified Board/Engineer Reference:** “That's a design.”

**7:57 — Chair/President:** “Yes sir. Engineers aren't cheap.”

**7:57 —**

**8:05 — Chair/President:** “Okay. So now that we all had all the comments all the question. So I make a motion to ratify. Um all all”

**8:27 — Unidentified Board Voice (procedure):** “favor. So you'll take the vote of the members of the board on the contract and then move on to the next item of business.”

**8:33 — Audience Voice:** “Shut up.”

**8:33 — Chair/President:** “Yes. The question was asked. We’re just waiting. Pete, what did you vote?”

**8:41 — Remote Director (Peter Stokler):** “Okay, got it.”

**8:48 — Chair/President:** “Thank you. So, motion passes 5.”

**8:55 — Chair/President:** “Motion passes. We get it done.”

**9:02 — Chair/President:** “Yes, ratifying Dixiey’s contract um for building 10.”

**9:09 — Unidentified Board Voice:** “So I make a motion.”

**9:09 — Unidentified Board Voice:** “Second. Okay.”

**9:15 — Chair/President:** “Yes, we have a second. Steve Scott seconded. Yeah, Scott Re is seconded. Anybody want to? Now we’re going to open up and if you would please come to the podium. It’ll help us out. Just tell us what I’m talking about. So we’re talking about the contract for Dixie Construction that’s going to be going on for about a year.”

**9:35 — Audience Member 9:** “One question regarding your procedure here tonight. If you could have the people who are in the background coaching you on the meeting, if they can say their name and who they are before they speak because I have no idea who these people are.”

**9:46 — Audience Member 9:** “Agreed. As far as up on that screen, I have no idea who these people are that are coaching you. Are the owners here?”

**9:59 — Counsel (Bennett Rabin):** “No, they’re apologies, sir. My name is Ben Raymond. I’m legal counsel for the association. I’ve been at several meetings and introduced myself for a minute at those meetings. So, you obviously were not there. So, apologies for that. I should have done”

**10:09 — Audience Member 9:** “Well, first of all, I was there. I was possibly on Zoom. But, but you need to do this at every meeting so that people that aren’t here at other meetings know who you are because a lot of people don’t know who you are speaking. You’re just like coaching from the background. You know, professionalism stands out here.”

**10:26 — Unidentified Voice:** “That’s a resource property management determinate.”

**10:33 — Audience Member 9:** “Thank you.”

**10:33 — Audience Member 9:** “No, it isn't. It's not resource property management. And who is the second one?”

**10:41 — Unidentified Voice:** “Association and Doc Thomas, president Resource Property Management.”

**10:49 — Audience Member 10:** “What's the dollar amount of the contract we're talking for the building 10 with the company that's going to do it?”

**10:54 — Chair/President:** “At this point, \$1.6 million.”

**11:00 — Audience Member 10:** “Was that bid out before?”

**11:00 — Chair/President:** “Yes, it was.”

**11:00 — Audience Member 10:** “By who?”

**11:00 — Chair/President:** “There were three bids.”

**11:07 — Audience Member 10:** “Do we have a copy of all three?”

**11:07 — Chair/President:** “Yes, we do.”

**11:07 — Audience Member 10:** “Have they been presented to everyone?”

**11:13 — Chair/President:** “They're on Vanic. I think we should have a copy to give to people if there are three bids on the project. And if it's going to take years, is there an escalation clause for the cost increases for the price of material?”

**11:23 — Chair/President:** “Those are called change orders. And that's that's possible.”

**11:31 — Audience Member 10:** “Don't you think we should have a limit on it?”

**11:31 — Unidentified Board Voice:** “I think there is a limit on this what I remember.”

**11:38 — Counsel (Bennett Rabin):** “So the bids, let me let me answer legal counsel for the association. The the the bids are a matter of official records. You can get a copy of those at any time. The contract as well the contract has a provision in there that addresses uh increased costs. If they reach a certain level, then those uh the contract and the association sit down and resolve it. So all those contingency have been uh adequately addressed in the in the written contract which of course is available to you upon request to the property manager.”

**12:03 — Audience Member 11:** “What the what's the bond amount on this project right now? And who's the bond holder?”

**12:11 — Chair/President or Counsel:** "I don't believe there's a bond. We not bonded this project."

**12:11 — Audience Member 11:** "Why wouldn't we bond this project when it's over a million dollars? Isn't that unusual?"

**12:18 — Audience Member 12:** "Sir, I'm talking to a lawyer."

**12:24 — Counsel (Bennett Rabin):** "I'm sorry, sir. It's a matter of the board's preference. The bonds tend to cost five to 7% of the contract. Some some contractors can't even get bonding. Uh but I don't believe this is a bonded project. U we'd have to look at the contract to remind myself of that, but I don't believe so."

**12:37 — Audience Member 11:** "Well, I think we should look at the bond and then the bond only gets transferred over to us anyways. The contractor does that cost and gives it back to the people. I think we should have a bond. We didn't have pond in the past, so we got nailed with extra roofers. We got met with a bunch of extra things over the years. I think bond's real important on a project this big."

**12:55 — Chair/President:** "Okay. Thank you, sir. Appreciate your comment."

**13:01 — Board Member (reading):** "So, on page three, line item two under article four contract sum bonds 2% of the total contract value."

**13:09 — Audience Member 11:** "So, it is bonded then."

**13:16 — Unidentified Board Voice:** "No, no, no. It cost 2%. That would be the additional cost."

**13:24 — Chair/President:** "Any other comments? Any other comments?"

**13:29 — Audience Member 13:** "I move that the vote to ratify the district construction contract be postponed till it determined that the former board president had the legal authority to sign the contract without the board approval. This contract was signed November 25th, 24th. Is the first time it's being brought before the board."

**13:47 — Chair/President:** "Thank you for your comments."

**13:47 — Audience Member 13:** "Anybody answer the question?"

**13:54 — Chair/President:** "We appreciate your comment. Thank you."

**14:01 — Audience Member 14:** "What? Who are you representing? Resource property management."

**14:07 — Audience Member 14:** “No, no, no. Thank you. No.”

**14:07 — Chair/President:** “Any further on this topic? Any other comments?”

**14:12 — Audience Member 15:** “First of all, why don't we bring this matter that it's like \$1.6 6 million to a vote over here with everybody. It's a lot of money that you cannot just as a board decide to do that. Second, we don't know what is the terms of the loan for how long, what is the interest rate, what is the collateral for it. All those did not present to us. So you guys sitting over here, decide whatever you want to hook us up for \$1.6 million and above and you expect us to say or this lawyer saying all time, okay, okay, okay. What is okay? No, it's not okay. It doesn't work like that. Now there is more because as we know some of it is mandatory and some of it is voluntary. Also we need to vote for that. Do we want to do that or not? Some people only over here for 30 years, some for five years, maybe people want to stay here for another couple of years, maybe another 20 years. You want to hook us up for something like for another 30 years. All kind of things that you know who knows who going to be here in 30 years or 20 years or whatever it is the figure. Plus there is another thing we as I understand it correct me if I'm wrong. Talahas is reconsidering the whole thing to change it from three stories to six stories. Yes. What is the rush? What is the rush? Wait.

Let's see what they say. It's not 3,500 for the engineering fee. That's different. That's Nobody objected over here. Maybe ask a question or two. That's it. \$1.6 million. Not even a vote.

Come on.”

**16:17 — Chair/President (question):** “Have you looked at the”

**16:27 — Audience Member 15:** “Have you looked at the building 10 milestone phase one and phase two reports?”

**16:33 — Chair/President:** “Yes, I did.”

**16:33 — Audience Member 15:** “Did you understand it?”

**16:38 — Chair/President:** “Yes, I did. Okay. That's why we're That's why it was \$1.6 million.”

**16:38 — Audience Member 15:** “Yeah, I understand. But not all of it, not all of it is mandatory.”

**16:44 — Audience Member 15:** “Not all of them is mandatory. The part that is mandatory, correct me if I'm wrong, is the pillars. And we already did. The rails, all those are optional.”

**16:58 — Audience Member 15:** “So give us the option to vote on it to say that we want or not.”

**17:05 — Chair/President:** “Okay. What?”

**17:05 — Audience Voices:** “No, no, no. It's not over.”

**17:15 — Audience Member 15:** “I can roll around. Somebody else can give me more minutes. I'm still talking. We're still discussing it. You cannot close the meeting like that.”

**17:21 — Chair/President:** “Here's the thing. What we're going to do is we're going to continue with this meeting in an organized way.”

**17:26 — Audience Member 15:** “It is organized.”

**17:26 — Chair/President:** “three minutes to speak. If you're going to abuse that and make it like it was the last meeting, then this board will meet the membership.”

**17:40 — Audience Member 15:** “What was abused? I was talking nicely and with points to each one of them, but I didn't get even one answer yet.”

**17:46 — Chair/President:** “And if you're going to talk over me, then we will close the meeting.”

**17:52 — Audience Member 15:** “You don't have to authority. You are the president.”

**17:58 — Audience Member 15 (to counsel):** “The meeting and you close the meeting. It be on you. You're the attorney.”

**18:04 — Audience Member 15:** “You're not representing this. You're not representing us. You the president. No. No. No. No.”

**18:09 — Chair/President:** “Tony. No. Calm down or I'll close this meeting.”

**18:16 — Audience Voice:** “You're a resource property management employee. Close this meeting. Don't.”

**18:22 — Audience Member 16:** “Actually, I I got three minutes. I want you to answer his question. my three minutes. You have my three minutes here. My three minutes. I want you to answer his question on my three minutes.”

**18:36 — Audience Member 16:** “And when my three minutes run out, he's got three minutes. He wants you to answer his question. It's simple.”

**18:44 — Audience Member 17 (to someone):** “I'm not talking to you. I am not talking to you. I'm talking to the board.”

**18:50 — Audience Member 18:** “Well, I'm not listening to you. I am talking to the board. Let me pay you. You work for me, boy.”

**19:06 — Audience Member 18:** “You're burning up my three minutes by clapping.”

**19:13 — Audience Member 16:** “So, Tony, answer the man's question. We have a milestone phase one and phase two, which says there are there's structural damage to the building and it's going to get repaired. He's talking about the other the optional parts.”

**19:30 — Chair/President:** “There is no such thing as optional.”

**19:30 — Audience Member 16:** “Well, there they're in the there's optional stuff in there. So, why don't you put”

**19:35 — Chair/President:** “Sir, you already had your three.”

**19:35 — Audience Member 19:** “Don't shout at me. Don't shout at me. He's taking nicely.”

*19:43 — Audience Member 19: “Yeah.”*

**19:43 — Audience Member 20:** “Okay. We're not talking to you. We're trying to get answers here.”

*19:57 — [Music]*

**20:03 — Audience Member 21:** “I'm not even listening to you. We want to hear what the board has to say. Not you.”

**20:18 — Audience Member 22:** “Well, of course, says the ex-president that appointed him.”

**20:24 — Audience Member 22:** “Well, by the people, this is America. This is Russia.”

**20:32 — Audience Member 22:** “You want to get my three minutes away?”

**20:37 — Audience Member 23:** “I think if everybody has read our documentation, our governing that mic isn't even on.”

**20:43 — Audience Voices:** “Let her talk.”

**20:50 — Audience Member 23:** “If everybody has read our governing documents for the New Atlantis Club, it gives the board the right to make these decisions. So if we as an organization want to change that where we have a vote, because right now we don't and that's what it says in our governing documents, then we need to follow the procedure, the legal procedure how to change that in our documents. As it stands today, the board had every right to sign that contract. So we need people that are saying that they didn't have the right. They did. It was perfectly legal.”

21:21 — *[Music]*

**21:34 — Chair/President:** “Are we ready to call for the question?”

**21:43 — Audience Member 24:** “Okay. I would just like to say this is My second meeting, that other meeting was terrible. Every there are people that are here that want to just know what is going on. And I don't see why it can't be conducted in a civil manner because the people that want the information aren't going to get it because everybody's yelling and screaming. It's got to stop and we don't want to be shut out of the meeting.”

**22:12 — Chair/President:** “It's not our intention to either. Thank you.”

22:18 — *[Applause]*

**22:23 — Audience Member 25:** “You know, say you say the board has the right to make these decisions. When you're talking \$3.5 million, three or four people shouldn't make this decision. It should be a team. A team makes a better decision together. So, I think the way you're conducting this, the way you handle this is very unprofessional. I think this team here and the team, everybody, all these homeowners need to be involved in these decisions. Not three or four people that sit here and make this decision and put this burden on every homeowner.”

**22:42 — Audience Member 26:** “And one of them works for resource property management. Two of them. He says he's for the community. He has no idea. He has nothing. No skin in this game. Exactly. Money is all he wants.”

**22:58 — Audience Member 26:** “And Tony sits up there and smirks.”

**23:04 — Audience Member 27:** “I forgot I'm not. What's that? No, you're When you do this project, how has it been collateralized? Is that working? No.”

**23:29 — Audience/Room:** “We need to spend some money on a good system. No, it's convenient that it's not working.”

**23:35 — Audience Member 27:** “Some money been collateralized for this project. The money million dollars to three million. How did we collateralize that project?”

**23:43 — Chair/President:** “This project. I can answer that.”

**23:53 — Chair/President:** “The collateral to pay for this project is one through the money we collect for on the surf portion of the reserves and the any additional costs that we need we have that \$3.5 million line of credit. So any monies that when we run by the money for the service or get to the minimum balance that we must have then we tap into our line of

credit and then uh what we have is an option when it comes to the next budget. If it's ends up being a \$2 to \$3,000 assessment to pay off whatever money we borrowed, then that's an option or members will be able to uh pay it separate like whatever their part is plus the interest that's incurred or they get their own uh loan and pay it off."

**24:57 — Audience Member 27:** "Scott, they give you a line of credit with no collateral."

**25:08 — Chair/President:** "A collateral is the association's ability to to uh put uh assessment on the ownersh to pay for."

**25:15 — Audience Member 27:** "Has everybody been told what the assessment may be?"

**25:15 — Chair/President:** "We have no idea how much we need to borrow."

**25:21 — Chair/President:** "So we already got a price of a million something now that we're talking about doing that is we have the funds to do that now."

**25:29 — Chair/President:** "that no well we have the we do have the funds available but we have not borrowed this because remember it's not we're not in any loans right now we just have a line of credit"

**25:36 — Audience Member 27:** "you you're telling me that the bank will give you money with no collateral for that"

**25:43 — Chair/President:** "the collateral is the association's ability the owners to assess put an assessment on and pay everybody would have an assessment if you need to sell so on every property in here in order to pay for that line of credit that you're so talking about."

**25:54 — Chair/President:** "Correct."

**26:00 — Audience Member 28:** "Okay. Okay. How many banks we go for for that?"

**26:00 — Chair/President:** "We went through."

**26:07 — Audience Member 28:** "Why just go through one?"

**26:07 — Chair/President:** "Pop. That's the bank we deal with."

**26:12 — Audience Member 28:** "they're charging pretty high interest rate. I think somebody told me 7 and a half%. Is that"

**26:12 — Chair/President:** "6.85?"

**26:12 — Audience Member 28:** "Hasn't the interest rates gone down?"

**26:17 — Chair/President:** “No, actually went up.”

**26:17 — Audience Member 28:** “But why would we get another bid? I don't understand why we only get one bid. You do any project anywhere, nobody gets a call. You go buy something at your house, you go to Walmart, and you go to Home Depot, you get two bids on something you buy normally. And you do a project like this, you only have one bid. That's like crazy. It don't make any sense. You wonder why people get upset? Doesn't make any sense.”

**26:36 — Audience Voice:** “But didn't we get three bids?”

**26:42 — Chair/President:** “So, we got three bids on the contracts. The reason why we use Popular Bank is because Popular Bank collects all our monthly assessments. So, Popular Bank is aware of what we bring in every month as far as our monthly maintenances. They understand what we have in reserves. They understand our reserve study. They request all those documents that we provide them and understand what where our financial health is. So, that's why we go with them because and also we have to put a specific amount. I believe it was \$60 or \$80,000 in a reserve account specifically for interest and so forth.

That's the only collateral that they're requesting from us. They also have they know that we have the ability when we use the line of credit to special assess just like we special assessed for paving just like we special assessed for all the um sewer lines that needed to be done in the mid 2000s that fortunately have helped us through these storms that remember all that work that was done in the back. So just like with special sets where we paid 2 or 3,000 for three years straight, that's same same way to make sure that our buildings are structurally sound.”

**27:58 — Audience Member 29:** “You know, I brought up bonds with my first inclination when I came up here. I'd like a meeting to have the bond council give them a price. And I believe we should have a bond on a million and a half project. The contractor don't pay it. He's going to do the dollar amount back to us. That's the way it works. The contractor pays it. Sure. He charges us the fee. Why is he not doing it on a million half dollar project? We have the same problem on the roof back there. We didn't have bonds and you put three roofs on building 10. You wonder why you got no money in the reserves. That was a half a million dollars. Went down the tubes with the three roofs. Maybe less, maybe more. I'm not sure the dollar amount. You need bonds. I don't know what everybody looks at and says, ‘Yes, yes, yes.’ And it never happens. We need a bond on a project for a million half dollars. Get the Can the contractor get a bond? That's number one.”

**28:39 — Chair/President:** “Yes.”

**28:39 — Audience Member 29:** “Then why don't we do them? I don't understand it. I, you know, you'd say here, ‘Okay, you all spoke up. Two weeks from now, the guy starts working and there's no bond. What happens? He falls off the roof. No bond. We don't know what kind of insurance he's got. Is he identifying us any insurance?’”

**28:57 — Chair/President:** “Yes. All his insuranceances. We have everything.”

**28:57 — Audience Member 29:** “You got the identification policy from him identifying us of everything he does on this project? I don't think you do. I'd like to see it if you do. Like to see a copy of that, but I think we need a bond, guys.”

**29:11 — Audience Voices:** “I agree. Yeah. Yeah.” [Applause] [Music]

**29:21 — Chair/President:** “Yeah. Insurance. All right. So, any further comments?”

**29:26 — Audience Member 30:** “Can you vote on a bond while you're sitting there?”

**29:33 — Audience Member 31:** “There was a letter sent out December 5th 24th from the board. That's what the comments are.”

**29:39 — Chair/President:** “I'm talking I've been talking about the meeting hang on a minute please about the lai has the decision been made what lai you're going to go in or not this letter is it still valid from December 5th 2024 where you're going to only go into the lines with screens or vinyls and then when you tear it out put the new floor in the vinyls or screens are going to be replaced at the next cost Is that still in effect?”

**30:05 — Chair/President:** “Yes.”

**30:11 — Chair/President:** “Nothing's changing that.”

**30:11 — Audience Member 31:** “Nope. So, it's going to be screens and the vinyls are the ones you're going to move.”

**30:18 — Audience Member 31:** “I have a list of 30.”

**30:18 — Chair/President:** “Okay.”

**30:18 — Chair/President:** “And I've been reaching out to those listed on 30 and I've reached out to some people who are not on the list. So, that but then at ease that they're they've been eliminated.”

**30:25 — Audience Member 31:** “Now, the last thing you said the work would start in the middle of May. Is that correct?”

**30:30 — Chair/President:** “Uh the tentative date is if everything starts right May 19th. So, we have to notify you by June 1st if we're going to allow you in early. Is that correct? Is that date still in effect?”

*30:37 — Chair/President: “Yes.”*

**30:44 — Audience Member 31:** “Okay. And if we do not allow you to come in, what are the consequences of that? What happens?”

**30:44 — Audience Voice:** “Oh, wait till the attorney jumps on.”

**30:52 — Chair/President:** “Well, if you're one of the 30 that is on the list, then we will personally communicate with you and discuss what the attorney already answered that.”

**31:03 — Audience Member 31:** “Am I going to be sued if I don't allow you to come into my line?”

**31:08 — Chair/President:** “I just like I said, we will there will be communication for those 30 that are on the list.”

**31:14 — Audience Member 31:** “But that doesn't really answer my question. Am I going to be sued if I not let you?”

**31:14 — Chair/President:** “I can't tell you what's going to happen unless there's a conversation.”

**31:20 — Audience Voice:** “The attorney last meeting said you would be sued. He will he will chase you down.”

**31:32 — Audience Member 32:** “I just have a question about the time, you know, so that I people in my condo when you're going to come to do the work, is there any way I could know ahead to let them know maybe to go visit some relatives or how long it's going to take in my condo and what's going to entail?”

**31:43 — Chair/President:** “Absolutely. Absolutely. Ongo communication.”

**31:49 — Audience Member 32:** “When would that be? In advance so that I can get them prepared and maybe I want to put plastic. I might that there doesn't get any windows, the dust, etc. When are we going to be notified so I can let these people know in advance?”

**32:01 — Chair/President:** “So, we're setting up May 19th and then we'll go from there. The eyes are not the first thing that are going to be addressed. So, once we get to that point, we

will notify those 30 unit owners that are on the list. Okay? And that'll be in ahead of time. Okay?"

**32:14 — Audience Member 33:** "So, what if the owner's not there? Because we're an owner. We're one of those 30 that haven't been contacted yet."

**32:20 — Chair/President:** "We will communicate by phone, email, whatever whatever form of communication we have available."

**32:27 — Audience Member 33:** "Oh, okay. Okay."

**32:33 — Audience Member 34:** "And just for the record, the we passed the milestone, but this is optional work that you're saying we're going to do."

**32:38 — Chair/President:** "I don't know what you call passing the milestone, but yes, we had a milestone phase one and two and we passed and we passed it, right? to work with what's how do you what's your terminology using that we can hear you read"

**32:56 — Unidentified Board Member (explaining):** "phase one and phase two have been completed the work that is proposed in this project is all those things that he found that we were told needed to be looked after uh but it wasn't uh Ronald Roger, but his terms weren't this wasn't immediate that need to be done, but we should do it soon. And since we were having the building painted, that was the best time to check out the stuff along the walls, outside of the walls, the uh breezeways. There were more uh posts and those crossarss that were showing determination. So that's to look after that before it gets any worse. And uh the railings, the staircases and the staircases because they're rusting out and this will be rust. This will be a lot uh it is preempting major work that we have to do down the road. So it's preventing."

**34:12 — Audience Member 32:** "So we will be notified, right? And either by phone, email, some kind of communication. So we get to respond in a timely manner to notify others and etc. and prepare the place, right?"

**34:19 — Chair/President:** "Absolutely."

**34:19 — Audience Member 32:** "Okay. And there's no dollar amount, but people want to get their eye done. You don't know the dollar amount about what it would cost and come back to nap, right?"

**34:34 — Audience Member 32:** "Remember you said like in the protector where it says about the thing, the screens to be replaced."

**34:40 — Audience Member 32:** "We would do it and then you would reimburse us."

**34:50 — Chair/President:** “I believe Ben can answer this question. I believe whatever we whatever the contractor needs to do and if the uh association damages or has to do deconstruction and correct me if I'm wrong, Ben, but I believe it is up to the association as a whole to repair that to where it was.”

**35:26 — Chair/President:** “So the ratifying Dixie contract building 10 is on.”

**35:32 — Audience Member 35:** “Just a comment. Uh George Clifford 1076. I appreciate the board meeting with West Coast Property Management last week in an effort to possibly look into an alternative from Resource who've been here for 15 years.”

**35:51 — Audience Member 35:** “I heard back that it it might be too expensive to look at them. I hope we continue to look at alternatives because this gentleman who's supposed to be our attorney is very rude to everyone in this room and we're paying his salary and he's talking to us like that. That's unacceptable.”

**36:09 — Audience Voices:** “I agree. I agree. Yeah.”

*36:17 — [Applause]*

**36:23 — Audience Member 36:** “Tony, I got a question. When the guy did this study on the court, he used a three iron. I've never seen that in my life. I've done this for 30 years. I've done major projects in New York State. We've never did a study on construction in integrity of a building with a three iron. That's all they used. I watched him tap the floor three times with a old three iron he must have picked up out of the garbage. That's that's a joke. How do you determine the structural integrity of our building with a three iron? I'm waiting for a response. That's what they used. They don't use that. Tell them they don't use the internet. Nobody uses a joke. Tony, this is a joke. They have a test sign that shows credibility.”

**37:05 — Audience Member 36:** “Now it's iron, folks. He's a licensed state. He's not licensed to use a three iron. Pull it up on the internet. It's not a procedure that's recognized in the state of Florida. There's seven of them. That's not one of them. I looked at it today.”

**37:23 — Audience Member 36:** “Well, this is something the attorney could answer.”

**37:23 — Audience Member 36:** “He don't seem like he's working for us yet. I don't certainly not working for us. Are we paying him?”

**37:30 — Audience Voices:** “Yes. Pay. Are we paying this officer to be here also? Exactly. Are we paying his lunch hour also? Yes.”

**37:37 — Chair/President:** “Okay, we'll continue. Are there any other comments?”

**37:43 — Audience Member 37:** "Who are you?"

**37:43 — Property Manager (Brit):** "I'm the property manager."

**37:43 — Audience Member 37:** "Okay. You didn't introduce yourself?"

**37:48 — Property Manager (Brit):** "Yeah. I'm Brit. I'm the property manager. came in after Christie. I've introduced myself a number of times. I'm sorry. She's"

**37:54 — Chair/President:** "So, I have the motion to ratify contract building 10."

**38:08 — Unintelligible (room):** "sirhip."

**38:18 — Audience Member 38:** "I got another question. When the building 10 took the debacle we had on building 10 took was anybody part of this team part of that decision making"

**38:29 — Board Member:** "nobody on this team sir on it was my first"

**38:36 — Board Member:** "I didn't even point made"

**38:42 — Chair/President:** "all right we we are going to close from home are closed so motion motion on the"

**38:51 — Audience Voice:** "Bill is trying to address some questions before you take the vote. Who is that?"

**39:05 — Audience Member 39:** "Dave O' Conor 1028. Uh there's a bond supposedly floating around for three and a half million. Uh nobody here wants it. Why is the board pushing this against us? We don't want it. Nobody wants it here. And yet the board is pushing this on us. Kick that. You're supposed to represent us. You're not representing us. Obviously the cold constituent doesn't want it. Yet you keep on pushing this. Uh I don't I No, no, no, no. Uh I don't understand this. Three and a half million. Come on. How much is that going to cost me? What's that going to cost me? If that's going to what is it going to cost me? That's what I'm concerned about. You know, I mean, the HOA keeps going up and up. Now you want a bond for three and a half million to do stuff that we don't know what you're going to do. You know, you talk about these railings and all these optional stuff. You know, you know that ain't going to work. You pull up cement, it's a nightmare. My son's got a million-dollar condo over here on the beach reef. They have the same railings. They put up lattice work on a million dollar condo. It looks great and it didn't cost them anything. But you're pushing a whole bunch of money on us that we don't need. That's my question. Three and a half million. Nobody wants it. But except for you guys. I don't get that at all. That's my story. But I'm sticking back. Check back. Exactly."

**40:46 — Chair/President (to counsel):** “Look at him up there. Wow. Ben, you ready to address?”

**40:54 — Room:** “You're muted, Ben.”

**41:01 — Counsel (Bennett Rabin):** “Sorry. Um All right. So, now that the membership portion is is closed, let me address the questions that were directed to me. But for clarity sake, uh despite what uh others have intimated here today, our law firm does not represent resource property management. We represent the association and representing the association, we represent the board and we represent the board to make sure the board complies with the law. And that's where this all started. The board president had the authority to sign that contract. He had the apparent authority to do so. And tonight is the night where they're formally ratifying that action. all perfectly legitimate under Florida law.”

**41:35 — Counsel (Bennett Rabin):** “The duty of the board is to maintain the condominium property. It was it goes beyond the milestone issues. The duty is statutory, not just documentary, but it is provided and required by Florida statutes. This board cannot ignore the opinion of the experts that have been to at least three meetings that I've attended to present to you members the fact that the condition of the property is such that these issues need to be addressed for maintenance and viability of the association.”

**42:11 — Counsel (Bennett Rabin):** “The fact that they're not mandated, some of the work is not mandated today by the milestone does not have any impact on the board's ability to make its best decisions for the cost benefit of the association. Among the items that the engineer and the contractor presented last time, mostly the engineer, was the fact that the cost of concrete and other services is going up. You're going to have the buildings painted. you would it would just be wasting money not to address these issues at the same time.”

**42:43 — Counsel (Bennett Rabin):** “The board has a fiduciary duty to the membership. It will exercise its best business judgment. That's exactly what it has done. That's why this project contains what it contains.”

**42:48 — Counsel (Bennett Rabin):** “Bonding is an association or board. The board can require a bond from Dixie or cannot. to rely upon its reputation and make sure that it complies with appropriate construction lean law documentation. Again, that's a board decision. Just like the scope of work in this contract, these are not membership issues.”

**43:16 — Counsel (Bennett Rabin):** “They would not respectfully to the to the woman who indicated that the documents could be amended. These documents could not be amended to provide otherwise. You would not put the life safety issues of the association, the construction, the viability of the of the improvements on the membership because the

membership would not vote those issues on themselves. So the board is empowered to do that and that's what the board is doing and that's why."

**43:39 — Counsel (Bennett Rabin):** "How's the loan collateralized? I've not seen the loan documentation, but Popular Bank is one of the loans that they are not collateralizing with any real estate. They're collateralizing with the right That be a special assessment, the right to require a special assessment or to include the debt service in the budgets of the association, the years for which the loan is outstanding. U we'll have to see what those loan documents look like when those loan documents are presented for signature."

**44:16 — Counsel (Bennett Rabin):** "As for accident, as for access to those who do not wish to permit access, you will receive a letter from me that will explain the law. the irrevocable right of access for the purpose of doing this particular job. If access is not provided, then yes, of course, legal proceedings will be initiated against those owners who requ who refuse to provide access. That's why we put a date on there to know because once the contractor mobilizes and is moving in sequence from building to building or from left to right, however they end up doing it, we do not need to pay the uh expense of a of the contractor demobilizing or going out of sequence about how his professors are moving forward because we have an owner who refuses access. So, we will address those uh ahead of time."

**45:08 — Counsel (Bennett Rabin):** "And finally, there is an incidental damage within the governing documents. That's where sort of the conversation went arrive at at the end of last year. Again, this is I've attended at least three meetings where the contractor and the engineer have presented these issues to you. So, you you if you're not informed about what it is, it's because you've not attended those meetings or reviewed any of the documentation provided. Certainly, you're right not to attempt, but don't pretend that this board did not have not been uh transparent in all of all of this particular issue. That's why the engineers and the contractors have been to multiple meetings. But there is an incidental provision provision in the documents. That incidental damage provision that says if the association damages something when it's performing its requirements under the law, it's got to address those damages. And that's when the whole issue of oh my god, what do we have to replace? I don't know if we take the vinyl down the bottom have all those issues came about when the association realized that that provision was in place. And that really has an impact on the dollar amounts that will be necessary such with this project because the board doesn't have a choice as to whether or not to do that. Now the members could amend the governing document and it could eliminate that incidental damage provision and then the be responsible for repairing anything that was that was broken up or removed or damaged while the association was performing its maintenance obligation. probably not

a great provision to take out of the out of the documents under the given the scope of this project, but it is what it is and that's where we're going today."

**46:51 — Counsel (Bennett Rabin):** "So, I've answered all the questions that uh I believe that were presented to the members of the board. Members of the board, do you have any more questions of me that I can answer?"

**47:04 — Board Voice:** "No, not at this time. Thank you."

**47:09 — Board Voice:** "Call the question, sir."

**47:09 — Chair/President:** "Okay. Motion has been made to ratify the Dixie contract for building 10. I Scott Reeves I Roger Penn I I Cheryl Cle I Peter I and Anthony Serrano I."

**47:35 — Chair/President:** "So the motion passes 5 to"

**47:46 — Chair/President:** "making a motion to adjourn."

**47:46 — (End):** "Meetings."

---