

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

BETH SAFFER, ARTHUR ROBINS
and LISA DEFABRITIIS, individually
and on behalf of others similarly
situated,

Plaintiffs,

Case No. 50-2023-CA-015733

v.

SANDRA KLIMAS, an individual;
ROBERT THOM, aka ROB THOM, an
individual; ANTHONY DiGENNARO,
an individual; ROBERT STERN aka
BOB STERN, an individual; THOMAS
ALDRIDGE, an individual; ROCHELLE
COHEN, an individual; YAHUDA
ISRAEL, aka JANICE SMITH aka
TIRTZHAH ISRAEL, an individual;
CHARLES COHN, an individual;
SUSAN HERMAN, an individual;
NUMBER 2 CONDOMINIUM
ASSOCIATION - PALM GREENS AT
VILLA DEL RAY, INC., a Florida Not
For Profit Corporation; BP BALLOT,
INC., aka BECKER BALLOT, a Florida
corporation; BECKER & POLIAKOFF,
P.A., a Florida professional corporation,

Defendants.

_____ /

**VERIFIED THIRD AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs Beth Saffer, Arthur Robins and Lisa Defabritiis, individually and on behalf of all others similarly situated (hereinafter "Plaintiffs" or "Class"), hereby file suit against Defendants, Sandra Klimas; an individual; Robert Thom aka Rob Thom, an individual; Anthony DiGennaro, an individual; Robert Stern aka Bob Stern, an individual; Thomas Aldridge, an individual;

Rochelle Cohen, an individual; Charles Cohn, an individual; Janice Smith aka Yahuda Israel aka Tirtzah Israel, an individual; Charles Cohn, an individual; and Susan Herman, an individual (collectively, "the fiduciaries and their associates" or "Individual Defendants," and respectively, "Klimas", "Thom", "DiGennaro", "Stern", "Aldridge", "Cohen", "Cohn," "Herman" and "Israel") as well as Number 2 Condominium Association - Palm Greens At Villa Del Ray, Inc., a Florida not for profit corporation (hereinafter referred to as the "Number 2 Association"); BP Ballot, Inc. a Florida corporation, aka Becker Ballot, aka Becker Ballot.com (hereinafter referred to as "Becker Ballot"); and Becker & Poliakoff, P.A., a Florida professional corporation (hereinafter referred to as "Becker law firm;" Becker & Poliakoff, P.A. and Becker Ballot are also collectively referred to hereinafter as "Becker Entities"), and claim as follows:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

I. WHAT THIS CASE IS ABOUT

1. This case involves the concealment and diversion of assets and monies by the Number 2 Association and the Individual Defendants,' as well as breaches of fiduciary obligations by the Individual Defendants relating to their mismanagement of important affairs and rights held by residents affiliated with five not-for-profit corporations as set forth in this Third Amended Complaint. At all times material hereto, these five not-for-profit corporations that were the targets of the scheme by the Defendants, and each of them, were:

- i. Number 1 Condominium Association - Palm Greens at Villa Delray, Inc. ("Number 1 Association");
- ii. Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. ("Number 2 Association");
- iii. Palm Greens at Villa Delray Recreation Condominium Association, Inc. ("Recreation Association");

- iv. Palm Greens Community Association, Inc. ("PGCA"); and
- v. Delray Trails Homeowner Association, Inc. ("Delray Trails").¹

2. At all times material hereto, Defendant Rob Thom was not only an officer and director of the Number 2 Association, but he was also the officer who asserted substantial day-to-day control over PGCA.

3. At all times material hereto, pursuant to PGCA's Articles of Incorporation (a true and correct copy of which is appended hereto as Exhibit 1), and in truth and in fact, PGCA's charter and sole business purpose was to *"organize and coordinate a united, viable federation of condominium associations within the Palm Greens community ... for the purpose of carrying out the common goals, objectives and purposes of the Members,"* which were *"initial[ly]"* defined as Number 1 Association, Number 2 Association and the Recreation Association, but which later included Delray Trails condominium residents as well. *See*, Exhibit 1, Article V, Section 1 (Collectively, Number 1 Association, Number 2 Association and the Recreation Association are referred to as "Palm Greens.")

4. The PGCA Articles, Exhibit 1, expressly defined the scope of PGCA's business charter as not only benefiting the multiple Palm Greens not-for-profit entities but also "protecting and furthering" the "properties historically utilized and enjoyed by the *residents* of the Palm Greens community." *See*, Exhibit 1, Article V, Section 2. All members of the Class are actually and in fact current or former *residents* of the Palm Greens community. The Class members also include the residents of Delray Trails, a new condominium community adjacent to Palm Greens that was later made the subject to protection by PGCA as set forth in this Third Amended Complaint.

¹ For the Court's convenience, attached hereto and identified as the Master Schematic Exhibit is a rendering of the foregoing relationships and landholdings related to the parties to this lawsuit.

5. In order to assist Thom in committing the unlawful and at times criminal actions set forth in this Third Amended Complaint Defendants Klimas, DiGennaro, Stern, Aldridge, Cohen, Cohn Herman and Israel assisted Thom regarding diversions of money and other wrongful misconduct, as set forth in this Third Amended Complaint, for purposes of carrying out the scheme to divert assets and violate fiduciary duties as set forth herein. Indeed, not only were Aldridge and Herman listed in the Articles, Exhibit 1, as two of the three initial Directors of PGCA for the benefit of Plaintiffs and the Class they represent, but at all times material hereto each of Defendants Klimas, DiGennaro, Stern, Aldridge, Cohen, Cohn, Herman and Israel were agents in fact of **both** PGCA and Number 2 Association all of whom who agreed to act as fiduciaries of Plaintiffs pursuant to above described charter and sole business purpose of PGCA. PGCA was dominated and controlled by the Individual Defendants with a purpose to defeat its corporate charter of the “united viable federation” as stated in Exhibit 1.

6. In addition to the foregoing, during the time the Individual Defendants held what they agreed to be fiduciary duties to the Class, at all times material hereto, the Individual Defendants participated in a wide-ranging scheme to divert money and violate the charter of PGCA to the detriment of Plaintiffs as set forth in this Third Amended Complaint, including, but not limited to, as follows:

- i. By way of example, the Number 2 Association's reserves have been depleted and/or stolen and \$4,000,000.00 remains unaccounted for, as well as unaccounted for reductions in capital by at least \$1,500,000.00 since 2020;
- ii. By way of further example, Plaintiffs have not been provided with the benefit of the "**viable federation**" of condominium associations within the Palm Greens community" or "the protection of" the rights "historically utilized and enjoyed

by the residents of the Palm Greens community including, but not limited to, the adjacent golf course" and the "common elements," all of which they were entitled to by reason of the charter of PGCA for the benefit of all Plaintiffs. *See*, Exhibit 1, Article V, Section 1 (emphasis added). Instead, the Individual Defendants not only have rendered Number 2 Association insolvent through their monetary diversions of capital and of other assets as set forth in this Second Amended Complaint, but they have stripped the Plaintiffs of approximately \$20 million of legal rights in and to the "common elements" and "the adjacent golf course" through their acts and omissions, as more fully and comprehensively set forth in this Third Amended Complaint

7. In an ongoing effort to conceal the theft, mismanagement and other misconduct set forth in this Third Amended Complaint to the injury of all members of the Class, the Defendants, and each of them, including both Becker Ballot and Becker & Poliakoff, conspired together to conduct a fraudulent and unauthorized election in violation (a) of each of Section 4.2 of the Number 2 Association's Bylaws, Fla. Stat. § 718.1255 and Florida Administrative Code, Rule 61B-23-0021(7) as well as (b) of all associated and related election provisions of Florida law governing condominiums. The purpose of the fraudulent election was to permit the Individual Defendants to remain in control of Number 2 Association – and therefore in substantial control of PGCA as more fully set forth in this Second Amended Complaint – which was the only way the Individual Defendants could continue their scheme as described in this Third Amended Complaint and the only way Becker & Poliakoff's prior misconduct could continue to be concealed. Without the fraudulent election and without the Individual Defendants remaining in control of Number 2 Association, the attorney client privileged records associated with Becker & Poliakoff and

disclosing its unlawful misconduct would be available to view by people not a part of the conspiracy who would be successors to the Individual Defendants. This provided all Defendants herein with a huge incentive to assure the Individual Defendants remained in control of those records. The details of the fraudulent election are set forth in full pursuant to Counts IV and V of this Third Amended Complaint.

8. As members and residents of the Palm Greens condominium entities who expected to benefit from the activities of PGCA, pursuant to express provisions of PGCA's charter as set forth in the Articles, Exhibit 1, Plaintiffs Beth Saffer, Arthur Robins and Lisa Defabritiis have standing to bring this action as Class representatives pursuant to Florida Statute §720.305 and applicable law. Beth Saffer and Arthur Robins are residents of Number 2 Association and Lisa Defabritiis is a resident of Number 1 Association, each owning real estate therein ***and each owning direct real estate interests in and to the "common elements" expressly intended to be protected by the Articles of PGCA, Exhibit 1. See, Exhibit 1, Article V, Section 2 (PGCA's charter was to assure "the protection of ... the common elements of Palm Greens")***. The Class's direct interest in and to the "common elements" arises pursuant to records that are recorded in the Official Records of Palm Beach County, as follows:

- i. Pursuant to the applicable Declarations of Condominium, all residents of Number 1 Association and Number 2 Association have direct ownership interests in all recreational land appertaining or relating to the operation of Palm Greens, including clubhouse grounds, pools, tennis courts, shuffleboard courts and other amenities. These Declarations of Condominium provide that all common elements were "conveyed" to each homeowner within Palm Greens as set forth in the Declarations of Condominium recorded in Palm Beach County in 1973, as

Documents 13307 and 44107, Official Record numbers 2249 and 2298. Such *conveyances* were made at pages 822 and 823 of Official Record number 2249 (Number 1 Association), and at pages 891 and 892 of Official Record number 2298 (Number 2 Association), of the foregoing Declarations of Condominium of Number 1 Association and Number 2 Association. A true and correct copy of the cover pages and relevant pages of these Declarations of Condominium for Number 1 Association and Number 2 Association – giving all of its residents direct real estate interests in and to the common elements owned by the Recreation Association – are collectively appended hereto as Composite Exhibit 2 and highlighted for convenience.

ii. This direct ownership of the Palm Greens residents in and to the common elements owned by the Recreation Association is not dependent in any way, shape or form by reason of any shareholder or similar relationship in any juridic entity by the homeowners, and indeed neither Number 1 Association nor Number 2 Association have any ownership interest of any kind in or to the common elements owned by each of the Recreation Association and the more than 1,500 resident families holding real estate within the Number 1 Association and Number 2 Association.

iii. All property owners of Delray Trails have direct real estate interests in and to the common elements owned by the Recreation Association by reason of Section 8 of that certain contract recorded on March 23, 2020, as CFN 202001104761 of book 31315 of the Official Records of the County of Palm Beach, Florida. In addition, all of Delray Trails' property owners have direct real estate interests in

and to the common elements by reason of an Access Easement recorded on March 25, 2020, as CFN 20200113210 of book 31321 of the Official Records of the County of Palm Beach, Florida. A true and correct copy of this Declaration of Condominium of Delray Trails is appended hereto as Exhibit 3.

9. All Plaintiffs – including significant numbers of residents of Delray Trails – are entitled to pursue their claims as a Class Action on behalf of all members and residents who are similarly situated (hereinafter referred to as “The Class”) based upon Florida Rules of Civil Procedure 1.220(a) and 1.220(b)(3) and based further upon Florida Supreme Court binding precedent as set forth in *The Florida Bar*, 353 So. 2d 95 (Fla. 1977). All members of the Class were intended beneficiaries and stakeholders expected to receive the benefit of the responsibilities of PGCA pursuant to its Articles, Exhibit 1. These beneficial positions by all members of the Class arise pursuant to their direct landholdings in and to the Recreation Association real estate as set forth above. These direct landholdings are not duplicated by any of the not-for-profit condominium corporations Number 1 Association, Number 2 Association and/or Delray Trails because none of these condominium corporations have *any* real estate interests in or to any portion of the Recreation Association properties.

II. JURISDICTION AND PARTIES

10. This is a class action lawsuit for damages that exceeds \$50,000.00, exclusive of interest, costs and attorney’s fees.

11. At all material times hereto, Plaintiff Beth Saffer has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

12. At all material times hereto, Plaintiff Arthur Robins has been and continues to

be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

13. At all material times hereto, Plaintiff Lisa Debrabitiis has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

14. At all material times hereto, Defendant Sandra Klimas has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

15. At all material times hereto, Defendant Robert Thom has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

16. At all material times hereto, Defendant Anthony DiGennaro has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

17. At all material times hereto, Defendant Robert Stern has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

18. At all material times hereto, Defendant Thomas Aldridge has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

19. At all material times hereto, Defendant Rochelle Cohen has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

20. At all material times hereto, Defendant Yahuda Israel, aka Janice Smith, aka Tirtzhah Israel has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

21. At all material times hereto, Defendant Charles Cohn has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

22. At all material times hereto, Defendant Susan Herman has been and continues to be a citizen and resident of Florida, and in particular, Palm Beach County, Florida, who is over eighteen years who is otherwise *sui juris*.

23. At all material times, Defendant BP Ballot, Inc. aka Becker Ballot, has been and continues to be a Florida corporation, authorized and doing business in Florida and in particular Palm Beach County, Florida where it has conducted elections for condominiums and homeowner associations, including the Association. Becker Ballot's business activities in Palm Beach are ongoing and not isolated, and venue is therefore proper as to BP Ballot in Palm Beach County, Florida.

24. Reserved.

25. At all material times, Defendant Becker & Poliakoff, P.A. has been and continues to be a Florida professional corporation authorized and doing business in Florida and in particular Palm Beach County, Florida where it provides legal services and conducts elections for condominium associations and homeowner associations, including the Association. Becker & Poliakoff, P.A.'s business activities in Palm Beach are ongoing and not isolated, and venue is therefore proper as to Becker & Poliakoff, P.A. in Palm Beach County, Florida.

26. At all material times, Defendant Number 2 - Condominium Association - Palm

Greens at Villa Del Ray, Inc., is a Florida not for profit corporation doing business in Palm Beach County, Florida. The Association is a condominium association as defined by Florida Statutes Chapter 718. The Association is incorporated under the laws of the State of Florida and is located within Palm Beach County and is governed by the Declaration of Condominium originally recorded on December 14, 1973, in the Official Records Book as Document No. 2298 starting on Page 820, in the Public Records of Palm Beach County. The Declaration was purportedly amended, *inter alia*, by a filing made through Defendant Becker & Polakoff, P.A. on May 16, 2016, in the Official Records Book as Document No. 28301 starting on Page 1014, in the Public Records of Palm Beach County.

27. Jurisdiction and venue are proper in Palm Beach County pursuant to Fla. Stat. §47.011.

28. All conditions precedent to the filing of this action have been performed, excused or waived.

III. CIVIL CONSPIRATORIAL RELATIONSHIP OF ALL DEFENDANTS

29. At all times material hereto, each of the Defendants named in this Third Amended Complaint was the agent and co-conspirator of each other, and all acts and omissions set forth in this Third Amended Complaint were done and achieved pursuant to and with the intent to further the schemes and violations of law set forth in this Third Amended Complaint.

30. From and after September of 2020, the Individual Defendants, Number 2 Association, Becker & Poliakoff and Becker Ballot conspiratorially agreed among themselves to perform the unlawful actions of diverting funds and then covering up the monetary defalcations as set forth in this Third Amended Complaint.

31. At all times material hereto, Becker & Poliakoff knew that funds were actively

being diverted and its agents – including attorney Mark Friedman, Esq. – specifically acted on that knowledge by assisting in the diversion and then covering up the diversion of millions of dollars of capital as well as assisting in the destruction of evidence related to such diversions of condominium assets. Becker & Poliakoff knew it was not rendering legal advice in this regard, for destruction of condominium records itself violates the Penal Code and Becker & Poliakoff knew and intended that directing violations of the Penal Code did not constitute legal advice under Florida law or the Florida Rules of Professional Conduct.

32. When Mark Friedman was confronted with the diversion of assets of Number 2 Association by members of the Florida legal community – members wishing to discuss ways to recover back the money for the benefit of Number 2 Association – Friedman tacitly admitted but attempted to cover up the diversion of assets by claiming that any such mismanaged funds had not "left the community." He and his partners at Becker & Poliakoff then continued a course of conduct of intentionally hiding and destroying evidence of the defalcations of money for the purpose of assisting in the fraud of his client, Number 2 Association, and the Individual Defendants, as set forth in this Third Amended Complaint. Becker & Poliakoff has itself destroyed evidence related to the defalcations under fear that it may be subpoenaed and not wishing to have possession of probative evidence of illegal activity. All of Becker & Poliakoff's actions in furtherance of the conspiracy are set forth in the charging counts of this Third Amended Complaint.

33. Besides Becker & Poliakoff's role in the conspiracy as set forth in paragraphs 30 through 32, above, the roles in the conspiracy of each of Defendants has been as described below, all done for the purposes of achieving the objects of the conspiracy which were to achieve the unlawful ends of monetary defalcation and breaches of fiduciary duty as set forth in this Third Amended Complaint.

34. Defendants Thom and Klimas were masterminds of the conspiracy and directed the fraud and intentional violations of fiduciary duty as set forth in this Third Amended Complaint in the manner described throughout this Third Amended Complaint.

35. The balance of the Individual Defendants intentionally assisted Thom and Klimas in the manner set forth throughout this Third Amended Complaint.

36. Becker Ballot's role in the conspiracy was to assure a fraudulent condominium election in the manner set forth in detail in the Fourth and Fifth Causes of Action of this Third Amended Complaint, all for the purposes of protecting its affiliated law firm Becker & Poliakoff – whose partners own and control Becker Ballot – from a lawsuit for legal malpractice and associated wrongdoing once Becker & Poliakoff is ultimately terminated as counsel for Number 2 Association after all of the illegal activities come to light. Both Becker Ballot and Becker & Poliakoff intended through their fraudulent election to assure the Individual Defendants remained in power and control of Number 2 Association in order to prevent new principals of Number 2 Association not a part of the conspiracy from viewing attorney client privileged evidence demonstrating Becker's deep role in connection with the conspiracy dating back the better part of a decade, according to proof. The foregoing protection was thought by the principals of Becker & Poliakoff to be achieved if the chosen colleagues of Sandra Klimas were elected to positions of control within Number 2 Association, because of which Becker Ballot put on a fraudulent election as set forth in this Third Amended Complaint.

37. After realizing that certain portions of its fraud had been discovered and that documentary proof of its fraud had been uncovered, Becker & Poliakoff advised Number 2 Association that Becker Ballot would be unable to ever act as an election agent again in the future for Number 2 Association.

38. The balance of roles of each Defendant in connection with the conspiracy are set forth in detail within the charging counts in this Third Amended Complaint.

39. As a result of the conspiracy of the Defendants set forth in paragraphs 29 through 38 of this Third Amended Complaint, Plaintiffs have been injured as more fully set forth in each Count of this Third Amended Complaint.

III. CLASS ACTION ALLEGATIONS

40. Pursuant to Florida Rules of Civil Procedure 1.220(a) and 1.220(b)(3), Plaintiffs bring this action on behalf of themselves, and the class of persons similarly situated and defined as follows:

i. All individuals (or their guardians or representatives) who are currently members of the Number 1 Association, which includes approximately 684 units and/or homeowners, including, but not limited to, Plaintiff Lisa Defabritiis who at all times material hereto has been and still is a member of Number 1 Association expected to be protected by the Individual Defendants pursuant to the charter of PGCA and otherwise according to proof.

ii. All individuals (or their guardians or representatives) who are currently members of the Number 2 Association, which includes approximately 717 units and/or homeowners, including, but not limited to, Plaintiffs Arthur Robins and Beth Saffer who at all times material hereto have been and still are members of the Number 2 Association expected to be protected by the Individual Defendants pursuant to the charter of PGCA and otherwise according to proof.

iii. All individuals (or their guardians or representatives) who are currently members of Delray Trails, which includes approximately 150 units and/or

homeowners, including, but not limited to, persons identified in filings before this Court pursuant to the Court's prior orders in the case at bar, all of which expected to be protected by the Individual Defendants pursuant to the charter of PGCA and otherwise according to proof.

iv. The Recreation Association, which expected to be protected by the Individual Defendants pursuant to the charter of PGCA and otherwise according to proof.

v. All individuals (or their guardians or representatives) who were previously members of the Number 1 Association or the Number 2 Association or Delray Trails, or had a cognizable legal interest therein, on or after April 15, 2020;

vi. All individuals (or their guardians or representatives) who own real estate within the condominium entity called Delray Trails, who have present or prospective contractual interests in and to the Association's Recreation Campus, as that term is defined in this Third Amended Complaint, and as set forth in paragraph __ of this Third Amended Complaint; and

vii. All individuals (or their guardians or representatives) who have a cognizable legal interest in any portion of the common area recreation facilities associated with the Recreation Association.

41. Excluded from the Class are Defendants, together with their legal representatives, heirs, successors, assigns or co-conspirators and any judicial officer assigned to this matter and his or her immediate family. Otherwise, neither the members of the Association nor Number 1 Association nor the members of Number 1 Association nor the Recreation Corporation are excluded from the Class.

42. This action is brought and may properly be maintained as a class action pursuant to the Florida Supreme Court ruling in *The Florida Bar*, 353 So. 2d 95 (Fla. 1977) which holds that class action treatment of condominium owners' litigation matters is **mandatory**. The Florida Supreme Court stated that it is “expressly declaring condominium association members a class as a matter of law without the necessity for pleading or proving the traditional seven class action elements [...]” *Id.* at 97. Accordingly, the Class is automatically certified as a matter of law in order to protect the members of the Number 1 Association, the Number 2 Association and Delray Trails unless and until such members execute a lawful waiver opting out of their right to Class membership and/or otherwise receive compensation after full disclosure and notification.

43. Regardless, the case at bar satisfies the numerosity, commonality, typicality, adequacy, and superiority requirements that are class action predicates and as such Class certification is required in the circumstances of this case for this reason as well.

44. Although the precise number of Class members is presently unknown, upon information and belief, the proposed Class is so numerous that joining all members as individual Plaintiffs would be impractical and contrary to the interests of judicial economy.²

45. Questions of law and fact common to the Plaintiff Class exist that predominate over questions affecting only individual members, including *inter alia*:

- i. Whether the Defendants have stolen or diverted monies of the Number 2 Association in a manner frustrating the purposes of PGCA as stated in its Articles, Exhibit 1, to the detriment of all members of the Class, or whether

² There are likely more than 2,000 Florida citizens that would comprise the Class and the individuals who have hired or contacted Plaintiff's counsel are further detailed in a separate Client Disclosure which is incorporated by reference and made a part hereof as if fully set forth herein. The foregoing, in and of itself, satisfies – in fact well exceeds – the numerosity requirement of a Class action under Florida law.

they assisted and actively participated in such theft or diversion of monies; and, if so, where such monies went;³

- ii. Whether the Defendants mismanaged the affairs of the Number 2 Association and then concealed the mismanagement for purposes of violating their fiduciary duties to all members of the Class pursuant, *inter alia*, to the Articles of PGCA, Exhibit 1;
- iii. Whether the Defendants have conducted fraudulent elections and/or have used fraudulent elections to further a scheme to divest Class members of real estate interests owned by residents living within the Number 1 Association, Number 2 Association, Delray Trails and/or the Recreation Corporation;
- iv. Whether the Defendants have breached their fiduciary duties by imposing unduly burdensome and onerous special assessments, surcharges or costs on certain members of the Class without providing the proper financial disclosures required, *inter alia*, by Fla. Stat. §§ 718.111, 718.112 and 718.116 in order to negatively affect the value of the putative Class-homeowners' real property interests throughout the Number 1 Association, Number 2 Association, Delray Trails and the Recreation Corporation with the intent of benefiting themselves and third parties, including Outside Developers like 13th Floor Investments, LLC (hereinafter collectively "Outside Developers"), *inter alia*. by forcing fire sales of Class member real properties or otherwise reducing the value of such real estate;
- v. Whether the Defendants have breached their fiduciary duties in permitting

³ Upon information and belief, more than \$1.5 millions of Association funds have been stolen or diverted separate and apart from millions in depleted reserves.

Outside Developers, including (without limitation) 13th Floor Investments, LLC, to violate contractual obligations and representations made for the benefit of the putative Class members;

- vi. Whether the Defendants have and are actively attempting to seize from members of the Class their money, real estate and real estate rights;
- vii. Whether the foregoing schemes, or other similar schemes of the Defendants constitute fraud, breaches of fiduciary duty or aiding and abetting breaches of fiduciary duty, and, if so, the extent of damages;
- viii. Whether the acts, omissions or breaches of fiduciary duties of the Becker law firm and Becker Ballot, constitute the aiding and abetting violations of fiduciary duty as defined in *Logan v. Morgan, Lewis & Bockius LLP*, 350 So. 3d 404 (Fla. 2nd DCA 2022), *Grape Leaf Cap., Inc. v. Lafontant*, 316 So. 3d 760, 761 (Fla. 3d DCA 2021), *Cordell Consultant, Inc. Money Purchase Plan & Tr. v. Abbott*, 561 F. App'x 882, 884–86 (11th Cir. 2014); *Int'l Cmty. Corp. v. Young*, 486 So. 2d 629, 630 (Fla. 5th DCA 1986) and *Sherman v. Gursky Ragan, P.A.*, No. 3D22-2040 (Fla. 3rd DCA 2024).
- ix. Whether the foregoing schemes, or other similar schemes of the Defendants constitute constructive fraud or fraud or conspiracy to defraud, and, if so, the extent of damages;
- x. Whether the Number 2 Association's conduct set forth in this Second Amended Complaint was done without malicious intent but instead resulted from ordinary negligence or reckless behavior for which it is liable to its members and others in privity therewith for damages;

- xi. Whether Defendants' conduct injured the putative Class members and, if so, the extent of the damages; and
- xii. Whether the Defendants have participated in fraudulent condominium elections in violation of applicable State and Federal law.

46. Plaintiffs are members of the putative Class. The claims asserted by the Plaintiffs in this action are typical of the claims of the members of the putative Class, as the claims arise from the same course of conduct by the Defendants and the relief sought is common and have caused the same or substantially similar injuries as to all other members of the Class.

47. Plaintiffs will fairly and adequately represent and protect the interests of the members of the putative Class, as their interests are coincident with, not antagonistic to, the other Class members.

48. Plaintiffs have retained multiple lawyers constituting an extensive team of counsel which are competent, experienced and able to properly handle such litigation matters. Plaintiff's counsel would be entitled to payment of reasonable attorney's fees and costs pursuant to Florida law.

49. Certification of the Class is further appropriate because questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other method available for the fair and efficient adjudication of these claims including consistency of adjudications. Absent a class action it would be highly unlikely that the members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits would either exceed the expected recovery or would otherwise irreparably frustrate the ability of Class members to achieve a fair and justiciable resolution and award with respect to their

claims.

50. A class action is an appropriate method for the adjudication of the controversy in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense, and the burden of the courts that individual actions would create.

COUNT I – Fraud Against Sandra Klimas

51. Plaintiffs reallege Paragraphs 1 through 50, as if fully set forth herein and further allege as follows:

52. At all times material hereto, Klimas was a member of the Board of Directors of the Number 2 Association and was in control of the affairs, including financial affairs and management, of the Number 2 Association. As such, and in view of the circumstances involving the Number 2 Association's relationship with the Recreation Corporation, Delray Trails and Number 1 Association as set forth in this Third Amended Complaint, Klimas had a fiduciary relationship with all members of the Class under Florida law.

53. From at least 2020 to the present, Klimas implemented a fraudulent plan brought about by extraordinary financial problems she and her associates created within the operations Number 2 Association. The purpose of the plan was to divert or steal money from the Association while simultaneously covering up the loss of these monies. The further purpose of the plan was to prevent Palm Greens and Delray Trails from becoming a viable federation of condominium associations as set forth in the charter of PGCA, Exhibit 1 hereto.

54. All told, Klimas presided over more than \$1.5 millions of diversions or theft of financial assets of the Number 2 Association from the calendar year 2020 to the present. Klimas' diversion and theft of assets of the Number 2 Association continued until she resigned under

disgrace in or about October 2024 after a Circuit Judge issued court orders containing findings of the presence of *prima facie* evidence against her and certain of the Individual Defendants on the issue of financial malfeasance.

55. In order to conceal the diversions and thefts, at Klimas' direction, more than 25 requests for a forensic audit of the Number 2 Association have been rejected and denied. Such requests have even been denied to Number 2 Association Board members who Klimas feels do not support Klimas' schemes, and they have been denied even after a Circuit Court judge issued a ruling suggesting they should move forward.

56. Klimas' fraud also includes her actions, beginning in 2021, to unlawfully take and divest members of the Class, without their knowledge or approval, of substantial real estate and land rights owned by them and to transfer those rights to others for less than fair market value in return for financial considerations to her or for her benefit.

57. These land rights are owned by all members of the Class pursuant to the applicable conveyances of record in the Palm Beach County Recorder's Office providing that all members of the Class have ***direct ownership*** interests in all recreational land owned or controlled by the Recreation Corporation appertaining or relating to the businesses of the Number 2 Association and Number 1 Association and Delray Trails, including, but not limited to, more than 100 acres of extensive facilities including (a) an expansive, approximately 20,000 square foot clubhouse, (b) several administrative and amenity buildings, (c) a library, (d) a fitness center, (e) innumerable tennis and shuffleboard courts, (f) pickleball courts, (g) a resort-size pool and associated bath facilities and (h) other amenities. (Hereinafter collectively "Recreation Facilities" or "Recreation Campus").

58. Klimas' fraudulent plan has been to allow the Recreation Facilities to deteriorate by

misdirecting or seizing control of Recreation Corporation-funds and ignoring contractual obligations of Outside Developers, including but not limited to, 13th Floor Investments, LLC, which contractual obligations required the Outside Developers to effect substantial upgrades and remodeling of the Recreation Facilities. In doing this, Klimas intended to financially benefit herself and the Outside Developers, including, but not limited to, 13th Floor Investments, LLC, according to proof.

59. Starting as early as 2021, Plaintiffs and others began contacting Klimas and her co-conspirators about Klimas' defalcations, diversions and runaway spending of Association money and other actions that appeared to be detrimental to the real estate and fiscal interests of Plaintiffs and the Class.

60. During the past four years, Klimas has done more than divert \$1.5 million but has also admitted to the preparation, processing or covering up of phony invoices amounting to \$440,909.00 representing money which was also diverted from the Number 2 Association. On information and belief, the phony invoices Klimas has admitted were "phony" included landscaping and irrigation invoices. To date, Klimas and her co-conspirators have refused to provide forensic access to any invoices or bank statement-information in order to flesh out the foregoing improprieties further or work to recover back the monies for the benefit of the Number 2 Association. Upon learning of all facts and circumstances, Plaintiffs will amend according to proof as directed by the Court.

61. At Klimas' direction and at her behest, and in furtherance of her fraudulent scheme, the Number 2 Association has at all times failed and refused to investigate or pursue any insurance, bonding or other legal claims to recover back the above-described lost monies for the benefit of Plaintiffs and the putative Class. Pursuit of any such investigation or claim would have exposed

Klimas and her co-conspirators' fraud and malfeasance.

62. In early 2022 Plaintiffs questioned both Sandra Klimas and her co-conspirator Rob Thom about the foregoing matters, only to receive repeated assurances by them that there were no financial problems within the Number 2 Association, and that the Outside Developers were complying with their \$20 million worth of contractual obligations. At the time these statements were made Klimas and Thom knew these statements were not true and these statements were made in order to conceal their fraud and malfeasance.

63. As late as the fourth quarter of 2022, Klimas and Thom consistently refused to permit forensic audits or to provide clear financial reports as required of them as Board Members of the Number 2 Association by Fla. Stat. §718.111 and otherwise according to law. At that time, the Number 2 Association was receiving approximately \$400,000.00 in monthly homeowner's dues and yet was consistently experiencing financial problems and shortfalls that had been ongoing for years.

64. Klimas and Thom in the latter half of 2022 were confronted by Plaintiff Arthur Robins regarding substantial financial improprieties, involving monetary diversions and wasteful spending that were suspected of existing given a substantial special assessment levied against the Number 2 Association's members in 2021 at the direction of Defendants Klimas and Thom, and to address the clear delays by the Outside Developers in complying with their contractual promises and obligations which were causing the Class irreparable harm. Again, Klimas and Thom took no action as it would have exposed their fraud.

65. As a result of Plaintiffs' efforts, from early September 2022 to mid-October 2022, Klimas traversed the community within the Number 2 Association and made representations to numerous people, including Plaintiff Arthur Robins, that the Association had no financial issues

of any kind and was financially healthy. In an effort to embarrass and silence Robins, with the hope of concealing her fraud, Klimas insisted on numerous occasions that Mr. Robins should apologize for alleging that financial problems had arisen during Klimas' stewardship of the Number 2 Association.

66. On September 17, 2022, at Klimas' direction and with her prior approval, Thom wrote an email to Mr. Robins confirming the representations Thom and Klimas had been making regarding the fiscal soundness of the Number 2 Association under Klimas' stewardship. In his September 17, 2022, email, Thom affirmatively stated that any statement to the effect that the Association was or would soon be in "trouble financially" was and is a "totally inaccurate statement." (A true and correct copy of Thom's email is appended hereto as Exhibit 4). Thereafter, Thom made this and similar representations in Number 2 Association community meetings and otherwise throughout the Number 2 Association's community on numerous occasions with the intent of concealing the ongoing fraud.

67. In furtherance of her fraudulent scheme, Klimas sent an email to Mr. Robins on October 9, 2023, stating flatly and confidently that the Number 2 Association "do[es] not have financial issues," which – according to Klimas – was "why [she] did the special assessments last year to build up our operating funds to a point where we are in a ***very strong financial position.***" This statement was false when it was made and Klimas knew it to be false but nevertheless made the statement in furtherance of her fraud. (A true and correct copy of Sandra Klimas' October 9, 2022, email is appended hereto as Exhibit 5 (emphasis added).)

68. In addition to the foregoing misrepresentations, Klimas also misrepresented the actual state of, and the amount of reserves and cash balances held by the Number 2 Association on January 1, 2022, January 1, 2023, and January 1, 2024, by overreporting the amounts of available

reserves by a total of at least \$1,500,000.00. This was done in violation, *inter alia*, of Fla. Stat. §718.112 and in furtherance of concealing her fraud.

69. Furthermore, throughout 2021 and 2022, Klimas made fraudulent misrepresentations to all members of the putative Class regarding approximately \$20 million dollars' worth of real estate development commitments made expressly for the benefit of the putative Class involving obligations of the Outside Developers, including 13th Floor Investments, LLC, all as set forth below.

70. Throughout the aforementioned time period, Klimas represented to Robins, Saffer and members of the putative Class that these contractual obligations and commitments made for the benefit of the putative Class would be complied with as set forth in a contract between the parties involving the Outside Developers. The most important of the representations made by Klimas was her representation that the \$20 million dollars' worth of construction work to be done for the benefit of the Class would "begin before" the Outside Developers began building the brand-new homes they had planned. This representation, which was made to induce the Class to believe that the contractual obligations with the Outside Developers were being complied with, was made to Mr. Robins on behalf of the Class on at least September 9, 2021, December 23, 2021, February 24, 2021, March 6, 2022, and March 31, 2022. The purpose of these representations was to induce inaction by Mr. Robins and by the putative Class in order to permit the Outside Developers to avoid paying over to the Class their financially required consideration pursuant to applicable contracts they had entered into. The foregoing representations were made on the dates indicated either specifically by Klimas or at Klimas' direction through persons acting in association with Klimas, including by Defendants Thomas Aldridge, Susan Herman and Robert Thom. The representations were made in exchange for financial benefits or considerations to Klimas and/or

her co-conspirators, according to proof.

71. Plaintiffs and all Class members were ignorant of the fraudulent scheme alleged above and were ignorant of the fraudulent misrepresentations that went along with the fraudulent scheme as set forth above.

72. Instead, Plaintiffs and all Class members reasonably believed and relied to their detriment that the representations made by Klimas and her associates, as set forth above, were true and correct.

73. As a proximate and foreseeable result of the aforementioned fraud, Plaintiffs and the Class have been damaged in an unknown sum according to proof.

WHEREFORE, Plaintiffs individually, and as members of the putative Class, demand judgment against Defendant Klimas, for compensatory damages, costs, prejudgment interest, and any and all other damages and relief which is permitted by law and which the Court deems just and proper.

COUNT II – Breach of Fiduciary Duty Against Sandra Klimas

74. Plaintiffs reallege Paragraphs 1 through 50, as if fully set forth herein and further allege as follows:

75. At all times material hereto, Klimas voluntarily assumed the official role as member of the Board of Directors of the Number 2 Association and as an authorized representative and fiduciary of each of the Recreation Corporation, Number 1 Association and PGCA in and with respect to the contract with the Outside Developers to which both the Recreation Corporation and Number 1 Association and PGCA were parties and pursuant to the charter of PGCA as set forth in its Articles, Exhibit 1 hereto. This role assumed by Klimas was assumed by her for the benefit of the Plaintiffs and the putative Class. In addition, at all times material hereto, Klimas voluntarily represented to the entirety of the Class that she undertook the obligation to operate fiduciarily with

fidelity, trust and honesty toward all beneficiaries of the Number 2 Association, Number 1 Association, the Recreation Corporation and all other associations or corporations commonly owning property adjacent to or coincident with both the Number 1 Association and Number 2 Association and Delray Trails, according to proof.

76. As a result of the position of trust assumed by Klimas and the confidence reposed in her by Plaintiffs and the putative Class, the Defendant Klimas owed each and every member of the putative Class a fiduciary duty of fidelity, good faith, honesty and full disclosure.

77. From at least 2020 to the present, Klimas breached her fiduciary duties to Plaintiffs and the Class by: 1) diverting or stealing monies from the Number 2 Association; 2) concealing the diversion or theft of monies taking place at the Number 2 Association; 3) failing to investigate the theft or diversion of monies belonging to the Number 2 Association; 4) failing to pursue claims against persons or entities for the loss or theft of the Number 2 Association's monies, including failing to initiate claims relating to insurance coverage for such losses; 5) failing to take appropriate measures to safeguard the property and assets of the Number 2 Association; 6) failing to obtain fair market value for the sale or disposition of the assets of Number 1 Association, Number 2 Association and Delray Trails to Outside Developers including but not limited to 13th Floor; 7) failing to institute legal action against Outside Developers, including, but not limited to, 13th Floor, given their failure to comply with their contractual obligations to Palm Greens and Delray Trails; 8) failing to act in good faith and free from conflicts of interest when dealing with the assets and property of the Number 2 Association or in dealing with vendors to the Number 2 Association while knowing of the duty to disclose same to members of the Number 2 Association and the Class; 9) failing to conduct proper and lawful elections for the Board of Directors of the Number 2 Association and 10) failing, as a result of the misconduct alleged in this Third Amended

Complaint, to assure to all members of the Class that they were a part of a "viable federation" of condominium associations and that their direct real estate interests in and to the Recreation Campus common elements were "protected" and "furthered" as required by the Articles of PGCA, Exhibit 1 hereto.

78. As a proximate and foreseeable result of Klimas' breaches of fiduciary duties, Plaintiffs and the Class have been damaged. The damages to Plaintiffs and the Class were caused by Klimas' breaches of said fiduciary duties.

WHEREFORE, Plaintiffs individually, and as members of the putative Class, demand judgment against Defendant Klimas, for compensatory damages, costs, prejudgment interest, and any and all other damages and relief which is permitted by law and which the Court deems just and proper.

COUNT III – Negligence of Association

79. Plaintiffs reallege paragraphs 1 through 50 as if fully set forth herein and further allege as follows:

80. At all times material hereto, the Number 2 Association owed a duty of due care to Plaintiffs and the Class, considering its direct participation in the business operations of PGCA made for the benefit of the entire Class.

81. As a result of the position of trust assumed by the Number 2 Association as set forth in this Third Amended Complaint, and the confidence reposed in it by Plaintiffs and the putative Class, the Number 2 Association owed each of them a fiduciary duty of fidelity, good faith, honesty, full disclosure and fair dealing. As a result of these obligations, the Association had an obligation to discharge its duties in a careful and prudent manner.

82. From at least 2020 to the present, the Number 2 Association was negligent in the discharge of its obligations to Plaintiffs and the Class by: 1) allowing the diversion or stealing of

monies belonging to the Number 2 Association; 2) failing to investigate the theft or diversion of monies belonging to the Number 2 Association; 3) failing to pursue claims against persons or entities for the loss or theft of the Number 2 Association's monies, including failing to initiate claims relating to insurance coverage for such losses; 4) failing to take appropriate measures to safeguard the property and assets of the Number 2 Association; 5) failing to obtain fair market value for the sale or disposition of the assets of Number 1 Association, Number 2 Association and Delray Trails to Outside Developers including but not limited to 13th Floor; 6) failing to institute legal action against Outside Developers, including, but not limited to, 13th Floor, or to otherwise protect the Class, given the Outside Developers' failure to comply with their contractual obligations to the Class; and 7) failing, as a result of the misconduct alleged in this Third Amended Complaint, to use reasonable care to assure to all members of the Class that they were a part of a "viable federation" of condominium associations and that their direct real estate interests in and to the Recreation Campus common elements were "protected" and "furthered" as required by the Articles of PGCA, Exhibit 1 hereto.

83. As a proximate and foreseeable result of the Association's negligence, Plaintiffs and the Class have been damaged. The damages to Plaintiffs and the Class were caused by the Association's negligence.

WHEREFORE, Plaintiffs individually, and as members of the putative Class, demand judgment against the Association for compensatory damages, costs, prejudgment interest, and any and all other damages and relief which is permitted by law and which the Court deems just and proper.

COUNT IV
Conspiracy To Defraud Against All Defendants Except Number 2 Association

84. Plaintiffs reallege paragraphs 1 through 50 as if fully set forth herein and further

allege as follows:

85. At all material times, Defendants Sandra Klimas, Robert Thom, Robert Stern, Anthony DiGennaro, Charles Cohn, Yahuda Israel, Rochelle Cohen, Charles Cohn, Thomas Aldridge, Susan Herman, Becker Ballot and Becker & Poliakoff (hereinafter collectively "the co-conspirators" or "co-conspirator Defendants") was the agent, servant and co-conspirator of each other and all acts and omissions set forth herein were done and achieved pursuant to and with the intent to further the conspiracy to commit fraud and violate fiduciary duty alleged herein. The conspiracy engaged in by these Defendants as agents of each other has been fraudulent in nature and intentionally designed to harm the Number 2 Association and to conceal the nature and extent of the fraud.

86. From and after in or about the calendar year 2020, the co-conspirators implemented a fraudulent scheme which would have otherwise been exposed by the extraordinary financial problems they created within the operations of Number 2 Association had a forensic audit been allowed or had transparency occurred.

87. The purpose of the scheme was to divert money from the Number 2 Association for their own benefit and to cover up financial problems with respect to the Number 2 Association, while seizing (and assisting others in seizing) assets owned and controlled by the Recreation Association, with the expectation of financial gain or compensation.

88. All told, the co-conspirators presided over more than \$1.5 millions of diversions of financial assets of the Number 2 Association from and after the calendar year 2020, as well as millions of dollars of depleted reserve accounts.

89. As of the current day, the diversions of assets of the Number 2 Association continue, with the co-conspirators working in concert to ensure their ability to conceal past thefts

and mismanagement by refusing numerous requests for a forensic audit by members of the Class while at the same time continuing to engage in diversions of assets and monies and malfeasance.

90. The fraudulent scheme of the co-conspirators also includes their actions in unlawfully relinquishing from members of the Class, without their knowledge or approval, substantial real estate rights, land rights and legal rights owned by them. These land rights are owned by all members of the Class pursuant to the applicable conveyances of record in the Palm Beach County Recorder's Office providing that all members of the Class have direct ownership interests in all recreational land owned or controlled by the Recreation Corporation appertaining or relating to the businesses of the Number 1 Association and Number 2 Association and Delray Trails, as set forth in detail in this Third Amended Complaint and reflected in Exhibits 2 and 3.

91. The co-conspirators' scheme also involves allowing the Recreation Facilities to deteriorate in an effort to seize control of the Recreation Corporation-funds and assets so they can conceal the shortfalls caused by their diversion of monies and malfeasance.

92. The co-conspirators also have failed to enforce contractual rights against Outside Developers, including 13th Floor Investments, LLC because of compensation or other considerations conferred upon them. This is despite their knowledge that the contracts contain unambiguous commitments on the part of the Outside Developers that obligated the Outside Developers to have undertaken significant and costly renovations to the entire Recreation Campus for the benefit not only of the Class but also for new homeowners associated with Delray Trails.

93. Because of the aforementioned conspiracy, these contractual obligations have been violated, costing the Class significant damages.

94. Starting as early as 2021, Plaintiffs began contacting the co-conspirator Defendants in order to confront them about their defalcations, diversions and runaway spending of Association

money as well as other actions that appeared to be detrimental to the real estate and fiscal interests of Plaintiffs and the Class, including, but not limited to, the actions set forth above.

95. Indeed, during the past four years, the co-conspirators have done more than participate in diverting more than \$1.5 million but have also (for example) admittedly been involved in the preparation, processing or covering up of phony invoices amounting to \$440,909.00 representing money diverted from the Association. At Klimas' direction, and with the help of all of the co-conspirators, the Association has at all times failed and refused to investigate or pursue — in any way, shape or form — an insurance, bonding or other claim to recover back these monies for the benefit of Plaintiffs and the putative Class as same would have exposed their scheme.

96. During this period, if Plaintiffs had learned of the actual, precarious financial position of the Association and the failure to protect the Association's legal interests against the Outside Developers as a result of the foregoing schemes, Plaintiffs could have attempted to recall or vote the co-conspirators out of their positions of management for the Association and taken other actions to protect their and the Class's legal rights thus mitigating the damage that was caused.

97. Knowing this, the co-conspirators intensified their efforts to conceal and at the same time further their fraudulent scheme starting in the middle of 2022. As set forth below, the fraudulent scheme included additional takings by the co-conspirators, to the detriment of the Class, of additional money and additional real estate interests worth at least \$20 million with neither Class approval nor any legal right to do so.

The Fraudulent Misrepresentations

A. Misrepresentations About Fiscal Matters

98. Specifically, Plaintiffs began in early 2022 questioning both Sandra Klimas and her co-conspirator Rob Thom about the foregoing matters, only to receive repeated assurances by them (or by those acting on their behalf) that there were no financial problems within the Association, and that the Outside Developers were complying with their contractual obligations. Nevertheless, Plaintiff's concerns persisted into the fourth quarter of 2022, because Klimas and Thom consistently refused to permit forensic audits to be conducted in order to learn the truth about where all the money was going. The Association has been receiving some \$400,000.00 every month in automatic, repetitive income, yet it has consistently experienced financial problems for at least four years. At the same time that they were being confronted, the co-conspirators accelerated their fraud in actively attempting to cover up certain items of theft of Association funds that they had participated in.

99. On behalf of the putative Class, Plaintiff Arthur Robins directly confronted both Klimas and Thom in the latter half of 2022 regarding the foregoing conditions, once again calling out and mentioning the untenable financial mismanagement and fiscal problems of the Association as a result of Klimas' stewardship. The response from Klimas, and from those acting on her behalf, to Mr. Robins' inquiry substantially extended the fraud by inducing inaction on the part of Mr. Robins and the putative Class. Indeed, in the autumn of 2022, Mr. Robins confronted numerous persons within the group of fiduciaries and their associates, including Klimas and Thom, regarding substantial financial improprieties that were suspected of existing within the Association to the detriment of the Class. The purpose of Mr. Robins' decision to push to a head the issue of the Association's financial condition was to assure that any continuing harm to the putative Class could be arrested immediately. Indeed, at this point, the Association had already experienced a substantial special assessment levied against its members in 2021 at the direction of Defendants

Klimas and Thom, and any unwarranted fiscal expenditures would be seriously detrimental to Plaintiffs and the Class. Furthermore, any delays by the Outside Developers in complying with their contractual promises would likewise irreparably harm Plaintiffs and Class members by compelling the Class to come up with significant funds to maintain aging buildings expected to be replaced or renovated by the Outside Developers pursuant to their contracts with the Recreation Association.

100. As a result of Plaintiffs' efforts, from early September 2022 to mid-October 2022, Klimas traversed the community within the Association and made representations to numerous people, including Plaintiff Arthur Robins, that the Association had no financial issues of any kind and was financially healthy. Klimas insisted on numerous occasions that Mr. Robins should apologize for alleging that financial problems had arisen with respect to Klimas' stewardship of the Association. The strategy of Klimas was to embarrass and therefore silence Mr. Robins and anybody else by being condescending and demeaning which has always been part and parcel of her strategy in dealing with dozens of residents throughout the community who questioned her actions with respect to the Association.

101. On September 17, 2022, at Klimas' direction and with her prior approval, Thom wrote an email to Mr. Robins confirming the representations Thom and Klimas had been making regarding the fiscal soundness of the Association under Klimas' stewardship. In his September 17, 2022, email, Thom represented that any statement to the effect that the Association under Klimas' stewardship was or would soon be in "trouble financially" was and is a "totally inaccurate statement." A true and correct copy of Thom's email is appended hereto as Exhibit 4. Thom made the same representation in Association community meetings and otherwise throughout the Association's community during this period on at least fifty occasions.

102. Doubling down on her fraudulent scheme, Klimas knew that Thom alone could not by himself completely persuade Mr. Robins, and others in the putative Class on whose behalf Mr. Robins was acting, to look the other way regarding the suspected financial issues. Accordingly, on October 9, 2023, Defendant Sandra Klimas sent an email to Mr. Robins stating flatly and confidently that the Association "do[es] not have financial issues," which – according to Klimas – was "why [she] did the special assessments last year to build up our operating funds to a point where we are in a very strong financial position." A true and correct copy of Sandra Klimas' October 9, 2022, email is appended hereto as Exhibit 5.

103. In addition to the foregoing misrepresentations, Klimas also misrepresented the actual state of and amount of reserve and cash balances held by the Association on January 1, 2022, January 1, 2023, and January 1, 2024, overreporting the amounts of available reserves by at least \$1,500,000.00 according to proof. These misrepresentations by Klimas were made orally and in writing to all members of the Class not only on the foregoing dates but at all times since the foregoing dates through the constant and daily dissemination of these reserve and cash balances through the Association's publicly available Website.

B. Misrepresentations About Putative Class's Real Estate

104. Furthermore throughout 2021 and 2022, Klimas also made significant misrepresentations to all members of the putative Class regarding some \$20 million of real estate development commitments made expressly for the benefit of the putative Class involving obligations of the Outside Developers, including 13th Floor Investments, LLC. Continuously throughout this period, Klimas represented to Robins, Saffer and members of the putative Class that these commitments and obligations made for the benefit of the putative Class would be complied with as set forth in a contract between the parties. The most important of these

representations made by Klimas was her representation that the \$20 million of construction work to be done for the benefit of the Class would "begin before" the real estate developers started extracting money from their contract made for the Class's benefit, through the "vertical construction" of brand-new houses by such Outside Developers. This representation by Klimas, which was made to induce the Class to believe that the contractual obligations with the Outside Developers were being complied with, was made to Mr. Robins on at least September 9, 2021, December 23, 2021, February 24, 2021, March 6, 2022, and March 31, 2022. The purpose of these representations was to induce inaction by Mr. Robins and by the putative Class in order to permit the Outside Developers to avoid paying over to the Class their financially required consideration pursuant to applicable contracts they had entered into. The foregoing representations were made on the dates indicated either directly by Klimas or at Klimas' direction through persons acting in association with Klimas and at her direction, including Defendants Thomas Aldridge, Susan Herman and Robert Thom.

C. Falsity And Fraud Associated With Misrepresentations

105. All of the foregoing misrepresentations and fraudulent activities made or directed by Klimas chronicled and set forth throughout paragraphs 98 through 104 above were knowingly false and fraudulent at the time they were undertaken by Klimas or at her direction, and each of the co-conspirators participated in the fraud as set forth hereinbelow. Klimas lied in this manner in order to achieve the objectives of her scheme, which was to divert the maximum amount of money from the Number 2 Association, to cover up such monetary diversions, and then to assist the Outside Developers in the quest by the Outside Developers to screw the Class out of at least \$20 million of contractual promises made for the benefit of the Class. In addition, the true facts – facts never disclosed by Klimas to Plaintiffs or the Class – were at all material times that Klimas

knew and intended that she was going to use her senior position within the Number 2 Association to cause all contractual commitments of the Outside Developers to be forgiven or substantially watered down in derogation of the rights of the Class and so as to assist Klimas in her financial schemes involving the diversion of Association capital.

106. The falsity of the foregoing representations was concealed from each of Mr. Robins and all Class members. Indeed, Klimas – individually and at her direction through her associates and co-conspirators – continued throughout the period in making oral and written statements designed to camouflage the ongoing fraud regarding these \$20 million of commitments by the Outside Developers and for the benefit of the Class. For example, when members of the putative Class questioned Klimas regarding why the Outside Developers were pulling millions of dollars of money and benefits out of the contract without providing any of the agreed-upon value to the Class, Klimas changed her narrative and falsely arranged for additional false representations to be made to putative Class members, including in representations made on December 14, 2022 and January 20, 2023, (a) that "project timing" was not in any way covered under the contract, (b) that the contract with the Outside Developers does not require renovation of the Recreation Facilities (including building the new 30,000 clubhouse) to begin prior to any construction of new homes to be owned by Outside Developers and (c) Klimas' prior misrepresentations were inaccurate because the Outside Developers' obligation to start construction on modifications to the Recreation Facilities could be satisfied in toto by "tear[ing] down the old golf building." All of the foregoing admissions or representations were made directly by Klimas or at Klimas' direction by associates or co-conspirators of hers, including Defendants Thomas Aldridge and Robert Thom. After it was too late for the Class to protect themselves, Klimas finally authorized the admission to the Class on February 26, 2023, that the Outside Developers' construction of new homes would

ultimately be completed "years" before the requisite Recreation Facility renovations might be completed.

107. In late 2023, co-conspirator Becker & Poliakoff – acting through an attorney named Mark Friedman, Esq. – specifically represented to lawyers investigating the foregoing course of events that no diversions of assets or wrongdoing had occurred. At the time Mr. Friedman made this representation, he knew that the representation was false. The true facts were that Mr. Friedman and Becker & Poliakoff knew that the rest of the co-conspirators had been engaging in monetary diversions and intentional mismanagement for many years, and that Mr. Friedman and Becker & Poliakoff needed such misconduct to continue to assure that their representation as counsel to Number 2 Association would continue. The further true facts were that Mr. Friedman concealed from the persons investigating the aforementioned criminal behavior the fact that he and his law firm were going out of their way to conceal the truth regarding the Thom and Klimas-led fraud because whenever Becker & Poliakoff ceases being counsel to the Number 2 Association it knows – and has openly discussed with members of the conspiracy – that it will be terminated as counsel, sued for legal malpractice and that its communications with Number 2 Association dating back to the beginning of the conspiracy will become more readily discoverable.

108. In furtherance of its role in the conspiracy, Becker & Poliakoff took extensive actions since 2020 designed to interfere with life safety work in and around the Recreation Campus. They did this pursuant to the same course of conduct that resulted in liability to Becker & Poliakoff in the well-publicized surfside condominium collapse involving working to stop monetary expenditures regarding client-condominium associations for Becker & Poliakoff's own internal business reasons. The assistance of Becker & Poliakoff has resulted in what expert witnesses have described as a risk of death or serious bodily injury in and around the Palm Greens

development, and indeed members of the Class have been injured in part as a result of Becker & Poliakoff's interference with life safety efforts.

109. Plaintiffs are informed and believe and thereon allege that the foregoing misconduct was implemented in order for the co-conspirators to receive value or compensation from the Outside Developers. After finally receiving discovery regarding this case following a year of litigation thus far where the Defendants have produced zero pages of documents, Plaintiffs will amend this Third Amended Complaint to allege the full panoply of benefits received by the co-conspirators as a result of their fraudulent plan to assist the Outside Developers and stealing land and contractual rights from the Class.

Conspiratorial Roles And Actions

Robert Thom's Role In The Conspiracy

110. Just as he knowingly lied to the Class in his email, Exhibit 4 hereto, Robert Thom was integral to the conspiracy until shortly after the filing of this lawsuit in late 2023. Thom was involved in and approved each and every act of monetary diversion and defalcation set forth in this Complaint, acting closely with Klimas and in concert with her. Thom further was involved in and approved the diversion of real estate assets away from the Class and in favor of the Outside Developers as alleged herein. Thom's purpose in performing the foregoing unlawful actions was to assist in Klimas' unlawful scheme to divert money and assets from the Association and then to cover up the wrongdoing.

111. Although Rob Thom left the Palm Greens community and resigned from the Number 2 Association in early 2024, he continues to be actively involved in the conspiracy. Thom caused official filings to be made for PGCA with the State of Florida bearing the name of attorney Peter Sachs even though Sachs never authorized the filing, and in doing so Thom violated the civil

and criminal laws of the State of Florida. Thom continues to attempt to manipulate and interfere with the contracts with Outside Developers even though he has fled the Palm Greens community.

112. Despite having resigned all positions regarding Number 2 Association and PGCA, Thom continues acting for the benefit of the co-conspirators by filing official documents of PGCA with the State of Florida, with the approval and consent of all members of the conspiracy.

113. Thom intentionally rendered PGCA insolvent so that it could no longer conduct business as a result of the fraudulent scheme set forth in the Third Amended Complaint.

114. On information and belief, Thom has moved into a community developed by Lennar – which is benefitting in some manner from the contract and sale of Association assets to 13th Floor.

115. Given his moving away from the Association, Thom has taken on a reduced role in the day-to-day aspects of implementing the conspiracy, but he expects to receive personal benefits or compensation resulting from the scheme to divert the monies and assets of the Association.

Robert Stern Joins The Conspiracy

116. Defendant Robert Stern joined the conspiracy in or about May of 2022.

117. Stern's role as a co-conspirator has been to assist his co-conspirators in preventing any member of the Class from uncovering the financial defalcations of Klimas, as well as to assist in preventing any kind of forensic audit to be conducted with respect to the Association so as to attempt to forever hide the diversions of funds, including, but not limited to, the diversion of \$440,909.00 of Association funds by his co-conspirators – a sum which the co-conspirators conceded in May of 2021 was somehow "lost."

118. Stern purports to be a “financial professional” with experience in accounting. As

such he was integral to the fraud scheme in that, throughout 2022 and 2023, he assured Members of the Association, the Class and Plaintiffs that he had investigated and that there had been no theft or malfeasance while all the while knowing this not to be true.

119. The foregoing is despite the fact that members of the Association and Class members were concerned about the financial condition of the Association and the assessments being implemented against members of the Association.

120. Stern resigned from the Board of the Association shortly after the filing of this lawsuit by the Class. Nevertheless, Stern continues to engage in the conspiracy and assist in the cover up of the theft and malfeasance of his co-conspirators with the intention of obtaining financial compensations or other benefits.

Thomas Aldridge's and Susan Herman's Place In The Conspiracy

121. Defendants Thomas Aldridge and Susan Herman have been involved in the conspiracy since at least March 2019, when Aldridge in furtherance of the conspiracy, signed the contract with the Outside Developers on behalf of affiliates of the Recreation Corporation. Their involvement included the founding and substantial control over PGCA to the detriment of all members of the Class.

122. Herman was involved even before then and was an architect of the conspiracy. She lied to members of the Class as to Klimas' motivation for the relinquishment of the Association's assets to Outside Developers as well as regarding the actual financial commitments and contractual obligations of the Outside Developers.

123. Both Aldridge and Herman have intentionally misled the members of the Class regarding the Outside Developers' commitments to the Class in order to obtain votes by Class members approving the contract with the Outside Developers and to string along Class members

so they would not realize the harm that was befalling them regarding the Outside Developers' unlawful intentions, until it was too late. In doing so, they expected to receive financial compensation and benefits.

124. At all times following Aldridge's execution of the contract with Outside Developers, he and Herman have misrepresented to the Class the actual intentions of the Outside Developers with respect to their obligations under the contract benefitting Class members.

125. Aldridge and Herman have done this to further the conspiracy and to assist the co-conspirators in diverting funds and taking property rights away from members of the Class. For example, in order to induce inaction on the part of the Class, Susan Herman represented to Class members in March of 2022 that the Outside Developers had committed that construction of the new recreation facilities- Clubhouse would begin before the Outside Developers even started construction of the housing units abutting the Association, Number 1 Association and the Recreation Corporation. This representation by Herman to the entirety of the Class was made by her during the critical period where the Outside Developers had agreed with the co-conspirators that they were going to breach their obligations to the Class and deprive them of the approximately \$20 million of contractual benefits owed them. In return for this, the Outside Developers agreed to confer compensation and/or benefits on the co-conspirators, according to proof.

126. Once Herman induced members of the Class to forgo their rights during what she and Aldridge felt was a critical period, Aldridge and Herman then interfaced directly with the Outside Developers and assured them that it was acceptable for them to violate the contract made for the benefit of the Class. Among other illegal acts, Aldridge and Herman were among those co-conspirators who approved of the unlawful promise made to the Outside Developers that by the Outside Developers obtaining "a permit to demolish the old golf building" the Outside Developers

had "fulfilled" their obligations under the contract. A true and correct copy of Aldridge's confirmation of this fraudulent and illegal promise, authored by Aldridge in early 2024, is appended hereto as Exhibit 6.

127. As evidence of her guilt, Herman has admitted under oath to have destroyed all papers in her possession regarding her time spent negotiating the transaction with the Outside Developers as well as regarding her time spent working for the Association over a period of nearly a decade.

128. Simultaneously, Herman and Aldridge have assisted in concealing the financial defalcations of Association capital set forth above.

Yahuda Israel, aka Janice Smith, aka Tirtzah Israel

129. Defendant Yahuda Israel has participated in the conspiracy with a purpose not only of preventing discovery of the actual financial diversions of the co-conspirators but also endeavored to keep her co-conspirators in power on the Board of Directors in the hope of concealing and furthering the conspiracy.

130. In carrying out her role in the conspiracy, Yahuda Israel agreed to and did in fact participate in proliferating defamatory information in connection with a recent election of the Board of Directors of the Association despite knowing that doing so violated Florida Administrative Code, Rule 61B-23-0021(7).

131. Israel conspired to include and maintain fraudulent information in the candidate information sheet of candidate Marge Fattori, with the stated goal of assuring that members of the Association and members of the Class would not and could not uncover the wrongful scheme which was the object of the conspiracy.

132. Without Yahuda Israel's involvement as set forth herein, the fraudulent election

would not have happened and the putative Class likely would have learned about the Association's fraud and violation of Florida Administrative Code, Rule 61B-23-0021(7) ahead of time.

Rochelle Cohen's Joinder In Conspiracy

133. Defendant Rochelle Cohen has participated in each portion of the conspiracy.

134. Cohen participated in misrepresenting to the Class the obligations of the Outside Developers with respect to the contract as well as hiding Aldridge's intention to permit the Outside Developers to steal real estate rights from the Class.

135. These misrepresentations were made to groups of Class members and separately to Arthur Robins throughout the period of the conspiracy and served to substantially enhance the impact and effectiveness of the conspiracy. Cohen's malfeasance in this regard has been done exclusively to assist her co-conspirators in diverting funds and taking property rights away from members of the Class while at the same time gaining compensation or benefits for herself.

136. Among Cohen's acts of malfeasance in furtherance of the conspiracy was her participation in permitting the Outside Developers to violate the contract made for the benefit of the Class. Indeed, Cohen approved, on behalf of the conspirator-participants, the illegal promise made to the Outside Developers that by obtaining "a permit to demolish the old golf building" the Outside Developers had "fulfilled" their obligations under the contract to the detriment of the Plaintiffs and the Class and to the benefit of the Outside Developers and in exchange for financial compensation and benefits to Cohen and her co-conspirators.

DiGennaro And The Conspiracy

137. Anthony DiGennaro has been actively involved in the conspiracy since its outset. DiGennaro's role has been to act in concert with his co-conspirators by voting in lockstep with them while on the Board of Directors regardless of the merits of the issue or agenda item under

consideration.

138. DiGennaro's further conspiratorial role has been to hide and conceal the monetary diversions of money practiced against the Association by his co-conspirators, as well as to actively working to prevent any forensic audit to be done with respect to the Association. DiGennaro has undertaken these actions with the sole purpose of furthering the conspiracy in hiding monetary diversions while benefiting himself through compensation or other benefits.

Charles Cohn's Involvement

139. Conspirator Charles Cohn accepted the important treasurer role on the Board of the Association while knowing that no proper Board action had occurred which would permit him to accept that position. Cohn did so, however, with the intent of furthering the conspiracy and aiding his co-conspirators.

140. Cohn assisted in covering up his co-conspirators' monetary diversions and actively worked to bury documents and information that might ultimately reveal them to the Class in exchange for compensation or other benefits.

141. Cohn has since resigned from his treasurer role after admitting to Plaintiff Arthur Robins that his co-conspirators were engaged in wrongdoing.

Becker & Poliakoff's Role

142. As set forth in detail throughout this Third Amended Complaint, Becker & Poliakoff's role in the conspiracy to defraud was in essence to take affirmative action to misrepresent to the outside world the truth and cover up what it knew were defalcations and diversions of assets of Number 2 Association in violation of the commitments set forth in the Articles of PGCA, Exhibit 1 hereto, the Bylaws of Number 2 Association and the Recreation Association, and the civil and criminal laws of the State of Florida. This role was primarily

implemented by Mark Friedman, Esq. and Joseph Arena, Esq. with assistance from partners at the firm senior to them and included the destruction of evidence and knowing falsehoods to outside persons honestly investigating and attempting to assist Number 2 Association in successfully operating and working through apparent operational difficulties.

143. Without Becker & Poliakoff's decision to hide unlawful defalcations of capital and openly lie to persons with whom it decided to interact with, the conspiracy implemented by the Individual Defendants would have been unable to continue and would have been abated far earlier. The imprimatur of a well-known lawyer was required by the Individual Defendants in order to continue their theft and other misconduct, and Becker & Poliakoff knowingly gave the Individual Defendants that imprimatur with malice and for unlawful means in order to continue the operation of the conspiracy as set forth fully in this Third Amended Complaint.

Reasonable Reliance

144. Plaintiffs and all Class members were ignorant of the aforementioned fraudulent and malicious scheme and were ignorant of the fraudulent misrepresentations that went along with the fraudulent scheme as set forth above.

145. Plaintiffs and all Class members were further ignorant of the ways in which the co-conspirator Defendants were actively lying to them and breaking the law, were actively participating in theft of assets, were actively covering up the theft, and were otherwise violating their solemn fiduciary duties to do the right thing where assets of the Class were concerned.

146. Instead, Plaintiffs and all Class members believed the representations made by the co-conspirators as set forth above were true and correct and relied on same, as well as relying on their fidelity as fiduciaries.

Damages

147. As a proximate and foreseeable result of the conspiracy to defraud and violate fiduciary duty practiced upon Plaintiffs and the Class by the co-conspirator Defendants, Plaintiffs and the Class have been damaged in an unknown sum according to proof.

WHEREFORE, Plaintiffs individually, and members of the putative Class, demand judgment against Defendants Klimas, Thom, Aldridge, Herman, Cohen, DiGennaro and Israel, jointly and severally, for compensatory and special damages, costs, prejudgment interest, and all other damages and relief which is permitted by law and which the Court deems just and proper.

COUNT V – Statutory Election Challenge Pursuant To Fla. Stat. 718.112(4)(c) Against The Number 2 Association

148. Plaintiffs reallege Paragraphs 1 through 50 as if fully set forth herein, and further allege as follows:

149. On January 31, 2024, the Number 2 Association held an election, the voting of which began during the period preceding January 31, 2024, pursuant to the Florida Condominium Act.

150. Pursuant to Fla. Stat. § 718.112(2)(d)(4)(c), any condominium election challenge must be initiated within 60 days following the announcements of election results.

151. On January 16, 2024, Plaintiffs challenged the aforementioned election while it was still ongoing by filing their Complaint prior to the voting tabulation on January 31, 2024. *See, e.g.,* Dkt. No. 47, Plaintiff's First Amended Complaint, filed with the Court on January 16, 2023, paragraphs 80, 83 and 87, which is incorporated by reference and made a part hereof as if fully set forth herein.

152. In addition to the foregoing election challenge, on March 20, 2024, representatives of Plaintiffs formally initiated an arbitral election challenge pursuant to the provisions of Fla. Stat.

§718.1255(4) within 60 days following the January 31, 2024, election tabulation announcement by the Defendants. While recognizing that Plaintiffs had timely initiated their election challenge pursuant to Section 718.1255(4), the Florida Department of Business Regulation denied the petition on April 4, 2024 for the reason that it found the Association needed to receive more comprehensive notification than the notification represented (a) by the case at bar and (b) by the pre-arbitration letter sent to the Number 2 Association by Plaintiffs. Nevertheless, the Florida Department of Business Regulation held that Plaintiffs could "file a new Petition by 5:00 p.m. on April 15, 2024." (A true and correct copy of the pre-arbitration notification letter found to be inadequate by the State of Florida is appended hereto as Exhibit 7.)

153. On April 4, 2024, Plaintiffs served the Number 2 Association a notification letter as required by law and as required by the State of Florida in its interlocutory ruling regarding Plaintiffs' election challenge. (A true and correct copy of the letter is attached hereto as Exhibit 8.)

154. Neither the Number 2 Association nor any of the Defendants responded to either of the notification letters, Exhibits 7 and 8, nor did they deny any of the allegations contained therein regarding the *per se* fraudulent election purportedly occurring on January 31, 2024.

155. In compliance with the April 4, 2024, order from the Florida Department of Business Regulation, Plaintiffs filed, on April 15, 2024, a brand-new petition to arbitrate the January 31, 2024, election of the Number 2 Association based in part on the new notification to the Association, Exhibit 8 hereto.

156. With respect to Plaintiffs' April 15, 2024, arbitral petition, the Florida Department of Business Regulation found the election challenge to be timely but dismissed the petition finding that the case at bar before this Court represents a more proper, prior-in-time, election challenge that could create "conflicting rulings" to those that might be rendered pursuant to a State of Florida

condominium election-arbitration. The Florida Department of Business Regulation further held that it "does not have ... jurisdiction to address all the issues, and the authority to provide the relief that may be required to resolve the entire election dispute between the Parties." It therefore deferred to this Court in terms of adjudicating Plaintiffs' timely election challenge against the Association.

157. Now that the January 31, 2024, Number 2 Association election has been completed, it is clear that the election was fraudulent and must be declared void.

158. Becker Ballot was hired to conduct the bulk of the election and as such was responsible for managing the electronic voting facilities in connection with the Association's election.

159. Instead of conducting a fair and impartial election, Becker Ballot, in violation of Fla. Stat. §718.128 and associated administrative regulations promulgated by Florida condominium officials, provided members of the Association, who had voting rights, with dead email addresses of Becker Ballot so that their votes would not be counted.

160. On January 5, 2024, counsel for Plaintiffs sent a letter to Respondent Becker & Poliakoff (which owns and/or controls Becker Ballot) informing it that Becker Ballot had provided dead email addresses to Number 2 Association residents in connection with electronic voting at the upcoming election. In Petitioners' January 5, 2024, letter, Petitioners asked Becker Ballot or Becker & Poliakoff to fulfill their obligations and provide accurate email addresses to the residents of the Number 2 Association so that they might be able to vote. These Becker Entities disregarded the letter and proceeded with the election knowing that they were divesting countless members of the Number 2 Association of their right to vote. The Becker Entities also disregarded a request that the members be permitted to hire an independent monitor, apart from that selected by the

Board, to monitor the election for irregularities. *See, e.g.*, Exhibits 9 and 10 attached hereto.

161. Through operation of the fraudulent January 31, 2024 election, the Individual Defendants hoped to further a plan to seize control of the Recreation Corporation with the intention of taking control over the Recreation Corporation reserve funds in order to use same to conceal their fraud and the financial problems they caused at the Number 2 Association and also to quell any attempts to sue the Outside Developers for their breaches of their contractual obligations. The Number Association knew of the foregoing plans.

162. Further evidence of the illegal, and thus void, election can be found in the presentation of candidates for the election. Klimas and Thom conspired with election candidate Marge Fattori to include fraudulent and false information about Mr. Robins in Fattori's information sheet distributed to the Association's residents pursuant to Florida Administrative Code, Rule 61B-23.0021(7). A true and correct copy of Fattori's one page information sheet is attached hereto as Exhibit 11.

163. Fattori has since testified at deposition that Thom gave her the false claim alleging forgery against Mr. Robins in his operation of the Recreation Corporation so that Fattori could include that in her information sheet and thus defeat Robins at the election. Fattori and Thom knew this information was false at the time it was included on Fattori's information sheet.

164. Thom undertook these actions while acting on behalf of the Association in violation of Rule 61B-23-0021(7).

165. The information sheet Fattori submitted in support of her election under Rule 61B-23.0021(7) contained highlighted language claiming that Plaintiff Arthur Robins – who at the time was the President and Board Member of the Recreation Association – had taken Number 2 "Association documents" and "altered" them "without a public vote." *Id.* Fattori and Thom knew

this information to be false.

166. This false allegation of forgery against Mr. Robins violates Florida Administrative Code, Rule 61B-23.0021, voids the election and requires the Court to order a new election be held.

167. In order to guarantee success in their fraud, the Number 2 Association and the Becker Entities also permitted certain residents to vote multiple times for the same candidate during the election-voting process.

168. As a result of the foregoing fraudulent election, Fattori claims to have been elected to a position on the Recreation Board instead of Plaintiff Arthur Robins.

169. Following the election, Klimas, the Number 2 Association and the Becker Entities failed and refused to furnish any information establishing the propriety of the election, despite promising to do so. Instead, during the ballot tabulation on January 31, 2024, Klimas stated to **numerous** concerned residents that representatives of the State of Florida were present in the hall for the election tabulation and were making sure no fraud was afoot. This representation was knowingly false at the time it was made. These representations were made not only by Sandra Klimas but by others acting in concert with her.

170. As a result of the fraudulent election maintained by the Number 2 Association on January 31, 2024, Plaintiffs are entitled to temporary, preliminary and permanent injunctive relief restraining and enjoining the persons allegedly elected thereby to take or hold office within the Number 2 Association, or otherwise, directly or indirectly until such a time as a lawful election can be held.

WHEREFORE, Plaintiffs individually, and members of the putative Class, demand judgment against Defendant the Number 2 Association for temporary, preliminary and permanent injunctive relief restraining and enjoining the persons allegedly elected thereby to take or hold office within

the Association and ordering that a new lawful election be held, and that this Court grant any and all other relief which this Court deems just and proper.

**COUNT VI - Statutory Violations Against
Klimas, Thom, Aldridge, Herman, and DiGennaro**

171. Plaintiffs reallege Paragraphs 1 through 50 as if fully set forth herein, and further allege as follows:

172. At all material times, Defendants Klimas, Thom, Aldridge, Herman and DiGennaro served as members of the Board of Directors of the Number 2 Association or fiduciaries designated by the Number 2 Association and its Board of Directors as agents to carry out duties on behalf of the Association. As such, not only did they hold fiduciary duties of the very highest character to the Class, but they were obligated to comply with all organizational documents of the Number 2 Association, including the Bylaws. Furthermore, at all material times, Defendants Klimas, Thom, Aldridge, Herman and DiGennaro served as fiduciaries of PGCA required to operate in accordance with PGCA's Articles, Exhibit 1 hereto, for the benefit of all members of the Class. Under the foregoing facts and circumstances and also considering and including common ownership of the Recreation Facilities and joint duties and rights *vis a vis* the Outside Developers pursuant to the foregoing Bylaws and Articles of the various entities for which they were fiduciaries, each of the Defendants Klimas, Thom, Aldridge, Herman and DiGennaro owed solemn fiduciary duties of the highest character to all members of the Class, including residents of Number 1 Association, residents of Number 2 Association, and residents of Delray Trails, as well as the Recreation Corporation.

173. Pursuant to Article 5 of the Bylaws of the Number 2 Association, each of Klimas, Thom, Aldridge, Herman and DiGennaro were at all material times obligated and duty-bound to comply with all provisions "under Chapters 617 and 718, Florida Statutes [...]." Because PGCA

was formed pursuant to Chapter 617, Florida Statute, all of its agents were required to comply with all provisions thereof.

174. Pursuant to Article 5 of the Bylaws of the Association and under applicable law, therefore, each of Klimas, Thom, Aldridge, Herman and DiGennaro were therefore obligated to comply with Fla. Stat. § 617.0834 by avoiding taking actions recklessly or in bad faith that might affect the Class or otherwise impact those principals with whom Klimas, Thom, Aldridge, Herman and DiGennaro had fiduciary relationships under law.

175. Klimas, Thom, Aldridge, Herman and DiGennaro were at all material times acting as officers, directors or trustees of the PGCA and all of its beneficiaries – including all members of the Class – within the meaning of Fla. Stat. §§ 617.0834(2)(b) and (c).

176. Also, by reason of Article 5 of the Bylaws and Chapter 617, Florida Statutes, Klimas, Thom, Aldridge, Herman and DiGennaro were obligated to comply with Fla. Stat. §718.303(d) which prohibited them from "willfully and knowingly failing to comply with" applicable law or the Bylaws of PGCA or the Number 2 Association. Indeed, Section 718.303 creates a private cause of action against any Director who contravenes the foregoing rules.

177. At all material times, Klimas, Thom, Aldridge, Herman and DiGennaro were Directors within the meaning of Section 718.303 as either being appointed in directorship capacities by the Number 2 Association and PGCA or being elected to such a capacity.

178. Klimas violated Fla. Stat. §§ 617.0834(2)(b) and (c) as well as Fla. Stat. §718.303(d) by, willfully and in bad faith, or at least recklessly, (a) diverting more than \$1.5 millions of Association money over the past four years, including some \$440,909.00 reported by Klimas as having been "lost" in May of 2021; (b) failing and refusing to conduct any investigation or initiate any bonding or insurance claim regarding any of such losses to the Association; (c)

deciding on her own, and without approval of any member of the Class, to violate the Association's Bylaws by seizing monies earmarked pursuant to the Bylaws for the Recreation Corporation; (d) interfering with life, safety repairs to the Recreation Facilities in a manner exhibiting wanton and willful disregard of human rights, safety, or property; (e) approving of a breach of some \$20 million of real estate development improvements owed to the Class, contracted for by the Outside Developers, again without any vote or approval from Class members or Association residents; and (f) acting with actual malice in, throughout the past four years, openly attempting to harm elderly Florida citizens by either squeezing them out of their homes, foreclosing them out of their homes or taking away their real property interests and rights.

179. Thom violated Fla. Stat. §§ 617.0834(2)(b) and (c) as well as Fla. Stat. §718.303(d) by willfully and in bad faith, or at least recklessly, (a) diverting more than \$1.5 millions of Association money over the past four years, including some \$440,909.00 reported by Klimas as having been "lost" in May of 2021; (b) failing and refusing to conduct any investigation or initiate any bonding or insurance claim regarding any of such losses to the Association; (c) deciding on his own, and without approval of any member of the Class, to violate the Association's Bylaws by seizing monies earmarked pursuant to the Bylaws for the Recreation Corporation; (d) interfering with life, safety repairs to the Recreation Facilities in a manner exhibiting wanton and willful disregard of human rights, safety, or property; (e) approving of a breach of some \$20 million of real estate development improvements owed to the Class, contracted for by the Outside Developers, again without any vote or approval from Class members or Association residents; and (f) acting with actual malice in, throughout the past four years, openly attempting to harm elderly Florida citizens by either squeezing them out of their homes, foreclosing them out of their homes or taking away their real property interests and rights.

180. Aldridge and Herman violated Fla. Stat. §§ 617.0834(2)(b) and (c) as well as Fla. Stat. §718.303(d) by wilfully and in bad faith, or at least recklessly, (a) working together as far back as March of 2019 – and through and after March of 2022 – to mislead Class members in circulars and discussions with the Class by repeatedly claiming, in order to obtain approvals for the Outside Developers' actions, that the Outside Developers would not begin pulling money out of the contract unless and until construction benefitting the Class had begun; (b) continuing these misrepresentations to the Class at first to get approval for the Outside Developers' contract and later to string along Class members so they would not realize the harm that was befalling them regarding the Outside Developers' unlawful intentions until it was too late; (c) further continuing their misrepresentations with an aim of lulling members of the Class into a false sense of security for purposes of thereby assisting Klimas and her co-conspirators in diverting funds and taking property rights away from members of the Class; (d) once Aldridge and Herman induced members of the Class to forgo their rights during what she and Aldridge felt was a critical period, Aldridge and Herman then interfaced directly with the Outside Developers and assured them that it was acceptable for them to violate the contract made for the benefit of the Class; and (e) ultimately culminating in Aldridge and Herman's assurances and approvals they purported to give to the Outside Developers that by obtaining "a permit to demolish the old golf building" the Outside Developers had "fulfilled" some \$20 million in construction requirements by the Outside Developers with respect to the Recreation Facilities pursuant to the contract (evidenced by Exhibit 6 hereto).

181. DiGennaro violated Fla. Stat. §§ 617.0834(2)(b) and (c) as well as Fla. Stat. §718.303(d) by willfully and in bad faith, or at least recklessly, (a) actively participating with Klimas in each of her wrongful actions by at all times voting with her on the Board of the

Association in a block and without analyzing in any way, shape or form the propriety, criminality or judgment associated with Klimas' intended actions as set forth above; (b) actively concealing the monetary diversions of money practiced against the Association and the Class by Klimas as set forth above, by at all times refusing to permit a forensic audit or any disclosure by the Association that might explain where all the money is going; (c) working as the conspirators' "tough guy" by acting in a physically and psychologically aggressive fashion toward staff and employees of the Association, Number 1 Association and the Recreation Corporation as well as toward members of the Class.

182. In connection with DiGennaro's "tough guy" role, DiGennaro has threatened members of the Class with retribution or harm in the event they challenge any issue, including, without limitation, (a) threatening and harassing Plaintiff Beth Saffer yelling things like "this will cost you dearly" although Ms. Saffer is 81 years of age and but five feet tall while DiGennaro knew and intended that his scream and his words would serve to make Saffer feel under threat of harm; (b) threatening and harassing maintenance workers for Number 1 Association and telling them that if they ever sign truthful affidavits regarding DiGennaro and his conspirators' misconduct they will undergo harassment and harm at the hands of DiGennaro; and (c) threatening and harassing other workers for Number 1 Association or the Recreation Corporation to attempt to get them to conceal the truth or look the other way regarding Klimas' diversions of capital and property.

183. With respect to each of the foregoing actions and patterns of misconduct, Klimas, Thom, Aldridge, Herman and DiGennaro have willfully, or at least recklessly, acted in derogation of the Association's Bylaws and in violation of Fla. Stat. §§ 617.0834(2)(b) and (c) as well as Fla. Stat. §718.303(d).

184. As a proximate and foreseeable result of the aforementioned statutory violations, Plaintiffs have been damaged in an unknown sum according to proof.

185. Plaintiffs were compelled to hire the undersigned counsel in this matter as well as other lawyers of record and agreed to pay said counsel a reasonable fee for their services.

WHEREFORE, Plaintiffs individually, and members of the putative Class, demand judgment against the Defendants named in this Count, jointly and severally, for compensatory and special damages, costs, prejudgment interest, attorney's fees, and all other damages and relief which is permitted by law and which the Court deems just and proper.

**COUNT VII - Aiding and Abetting Breach of Fiduciary Duty
Against Becker Ballot and Becker & Poliakoff**

186. Plaintiffs reallege Paragraphs 1 through 50 as if fully set forth herein, and further allege as follows:

187. At all material times, Becker & Poliakoff and Becker Ballot were and remain the *alter egos* of each other. Becker & Poliakoff and Becker Ballot are controlled by the exact same partners that control Becker & Poliakoff as demonstrated by Exhibit 12, and the Becker law firm dominates and controls the affairs of Becker Ballot such that maintaining the separate existence between these entities would work a fraud or perpetrate an injustice. There is no separateness in the books, records, ledgers and operations between Becker & Poliakoff and Becker Ballot such that in actuality they are one and the same.

188. Becker & Poliakoff and Becker Ballot were at all material times hereto acutely aware that the Individual Defendants owed fiduciary duties to Plaintiffs and all members of the putative Class.

189. Becker & Poliakoff has acted as an outside lawyer to Number 2 Association, while Becker & Poliakoff has never acted as counsel for (or otherwise had fiduciary obligations to) any

of the Individual Defendants.

190. Becker Ballot involved itself, at the request of Becker & Poliakoff, in the 2023 condominium election of Number 2 Association, as set forth in this Third Amended Complaint.

191. Becker & Poliakoff and Becker Ballot were aware of and assisted in each and every one of the violations of fiduciary duty by the Individual Defendants through its acts and omissions set forth in detail in paragraphs 186 through 202 of this Third Amended Complaint.

192. Becker & Poliakoff and Becker Ballot were aware of the mismanagement and diversion of more than \$1.5 million during the past four years by the fiduciaries and their associates as set forth fully in this Third Amended Complaint. Among other things, they were aware of the \$1.5 million dollar diversion or theft of Association monies and assets as well as the additional monetary diversion or theft of \$440,909.00 of Association monies disclosed to the Class in May of 2021 by Sandra Klimas. They were further aware of the intentional depletion in reserve funds of Number 2 Association in the millions of dollars. During all times material hereto, the majority of unlawful actions taken by Becker & Poliakoff as set forth in this Third Amended Complaint were taken by lawyers Mark Friedman, Esq. and Joseph Arena, Esq., with others at Becker & Poliakoff participating according to proof.

193. For at least the last four years, Becker & Poliakoff and Becker Ballot have taken extraordinary actions to assist the Individual Defendants in the scheme described in this Third Amended Complaint, *inter alia*, by engaging in the following course of conduct in actively aiding and abetting the mismanagement, diversion, malfeasance and cover-up process:

- i. On at least four occasions since 2020, representatives of Becker & Poliakoff – including Mark Friedman, Esq. and Joseph Arena, Esq. – falsely represented in Palm Greens community meetings, attended by numerous members of the Class,

that no diversion of assets had occurred or was occurring and that any belief to the contrary was ill-founded. At the time Becker & Poliakoff made such representations to the community, they had a duty to speak to the truth and not lie and they violated that duty by misleading the community by falsely representing that there was not an ongoing diversion or mismanagement of assets.

ii. The foregoing misrepresentations by Mark Friedman, Esq. and Joseph Arena, Esq. were made repeatedly before the calendar year 2024 according to proof; and were further made by them on February 2, 2024, and May 30, 2024, in meetings with Palm Greens community members. Although Messrs. Friedman and Arena did not jointly attend both of these meetings, at least one of them attended each and when they attended the explanation made by the lawyer attending was always that they were speaking for each other and for Becker & Poliakoff. Their representations that no diversion of assets had occurred were false and made for the purposes of allowing the crimes or malfeasance to continue. The purpose of Becker & Poliakoff in lying to residents of the Palm Greens community was to cover up the crimes and malfeasance of the Individual Defendants even though the Individual Defendants were not their clients, and it had no legal obligation to protect them but instead had the legal obligation to protect its client Number 2 Association.

iii. Becker & Poliakoff destroyed documents and evidence of the diversion of assets from Number 2 Association carried out by the Individual Defendants, with the intention of concealing what it knew to be criminal misconduct by the Individual Defendants to whom Becker & Poliakoff owed no duty whatsoever and

had no attorney client relationship with. Among other things, Becker & Poliakoff destroyed the only remaining copies of extensive vendor expense reports through which the business of Number 2 Association had been mismanaged. These vendor expense reports were not attorney client privileged and contained no work product information, but instead were probative evidence of malfeasance by the Individual Defendants and were destroyed by Becker & Poliakoff for the purpose of concealing the criminal or wrongful acts of the Individual Defendants, according to proof;

iv. When members of the Board of Directors of Number 2 Association began to suspect wrongdoing and after the initiation of the case at bar, Becker & Poliakoff caused the formation of a "litigation committee" of Number 2 Association composed only of Individual Defendants in the case at bar. This was done in February of 2024 by Becker & Poliakoff for the sole and exclusive purpose of hiding evidence of the truth from Number 2 Association, to whom Becker & Poliakoff had a fiduciary duty of due care. Among other intentions, Becker & Poliakoff forced the Individual Defendants to form this "litigation committee" in order to assure that oral and written communications made to the Secretary of the Board of Number 2 Association – as well as to the Palm Greens community and the outside accountants of Number 2 Association – would never unknowingly or negligently include evidence of the ongoing theft and diversion of assets.

v. Becker & Poliakoff instructed and assisted the Individual Defendants, through this "litigation committee," in fabricating evidence to deliver to the remainder of the Palm Greens community and the outside accountants of Number

2 Association, so that the truth behind the monetary defalcations would continue to be hidden and concealed and so that the Palm Greens community and the outside accountants of Number 2 Association would continue to be duped;

vi. Because the monetary diversions Becker & Poliakoff knew about were causing extraordinary financial problems for Number 2 Association, Becker & Poliakoff hatched another plan to seize control of additional assets of members of the Class. At the time it took such actions, Becker & Poliakoff knew that its actions would have the effect of substantially endangering the safety and financial solvency and viability of the entire Palm Greens community as well as the adjacent Delray Trails community, all in a way designed to frustrate the charter of PGCA as set forth in its Articles, Exhibit 1 hereto. Becker & Poliakoff also knew that its scheme and plan to seize control of monies as set forth in this subparagraph would trigger violations by the Individual Defendants of the charter of PGCA and of their fiduciary duties through the relationships to the Class. Nevertheless, Becker & Poliakoff went forward with their attempt to seize such monies knowing that the attempt was criminal in nature and would result in injury. Ultimately, once a Circuit Judge learned of the scheme, he issued a written ruling directing that the diverted monies be returned to the Palm Greens community thereby forcing Number 2 Association to comply. The diversion of these assets totaled more than \$300,000.00 and caused substantial injury to the Class. Following the foregoing ruling by the Circuit Court regarding the return of monies, and as the monies were returned to the Palm Greens community, Defendant Sandra Klimas unceremoniously resigned from Number 2 Association because (among other things) she was disgraced after

repeatedly telling the Palm Greens community that such a result would never happen and that the money was indeed being properly diverted by her, *inter alia*, under the reasoning that Becker & Poliakoff "was powerful enough" to protect her scheme.

vii. The Becker law firm substantially assisted in the violations of contract by the Outside Developers to the injury in the millions of dollars to Plaintiffs and the putative Class by maliciously representing to the Class that its lawyers working on the matter had sufficient experience to competently evaluate a matter as substantial as the matter involving the Outside Developers, which included multi-billion-dollar conglomerates and some \$20 million of contractual benefits owed to the Class. In truth and in fact, the Becker law firm went along with whatever the fiduciaries and their associates wanted and provided ground cover in support of such unlawful gamesmanship to the detriment of Plaintiffs and the putative Class. Becker & Poliakoff did this with the intention of encouraging strife *vis a vis* the Outside Developers in order to provide ground cover to the Individual Defendants so that they could continue their financial malfeasance set forth throughout this Third Amended Complaint. The ground cover arose from the fact that the Palm Greens community would be so busy fighting the Outside Developers that they might not have the resources to fight the Individual Defendants on a so-called second front. Although the Becker law firm repeatedly provided substantial assistance in favor of the Individual Defendants' decision to permit multi-million-dollar breaches of contract by the Outside Developers, the reality was that the Becker law firm never had any intention other than to support whatever course of activity the Individual

Defendants decided to engage in with respect to the Outside Developers. The reason the Becker law firm never even attempted to do a comprehensive evaluation of the legal rights held by the Class vis a vis the Outside Developers was that the Becker law firm intended to do whatever the fiduciaries and their associates wanted to do regardless of whether such course of conduct was unlawful or adverse to the putative Class.

viii. The Becker entities were aware of the plan by the fiduciaries and their associates, initiated beginning in 2022, to interfere with important repairs required at the Recreation Facilities to avoid structural collapses or injury to the Palm Greens and Delray Trails communities. Representatives of Becker & Poliakoff, including Mark Friedman, nevertheless went out of their way to take action to interfere with life safety work, including instructing third party contractors to cease working even though the work was ongoing and being done for the Recreation Association. At the time Friedman interfered in life safety work, neither he nor Becker & Poliakoff were counsel in any capacity for the Recreation Association. Similar to Becker & Poliakoff's well known liability in the Surfside Collapse matter (in the tens of millions of dollars of liability to Becker & Poliakoff),⁴ the foregoing course of conduct by Becker & Poliakoff has resulted in grave risk of death or serious bodily injury to residents of Palm Greens and Delray Trails, according to proof.

ix. Becker & Poliakoff further assisted in 2022 and 2023 as the fiduciaries and their associates hatched plans to steal \$700,000.00 in Recreation Corporation

⁴ See, e.g., Brittany Wallman et al., *BECKER & POLIAKOFF law firm the 'nemesis' of condo safety reformers*, Sun Sentinel (Sept. 28, 2021) <https://www.sun-sentinel.com/2021/09/28/becker-poliakoff-law-firm-the-nemesis-of-condo-safety-reformers/>.

reserve funds. Becker and Poliakoff's assistance was not comprised of rendering legal advice but instead was comprised of covering up said plans and misleading members of the Class and regulators or judicial personnel by defrauding them into believing that there was no such plan in 2022 and 2023 by the fiduciaries and their associates even though the Becker law firm knew there was a plan to take these monies in violation of the Number 2 Association Bylaws as well as the charter of PGCA, Exhibit 1.

194. In addition to taking the foregoing actions by Becker & Poliakoff, the Becker Entities were aware of and participated in the plan by the fiduciaries and their associates to conduct a flawed and fraudulent condominium election on January 31, 2024 which included violations of the Florida Administrative Code and applicable Florida law, including, but not limited to, Fla. Stat. §§ 718.112 and 718.128 as well as Florida Administrative Code, Rule 61B-23.0021(7) and all other applicable statutory and regulatory provisions governing condominium elections in the State of Florida. They effectuated the fraudulent election in the following manner:

- i. Becker & Poliakoff and Becker Ballot agreed to become involved in the January 31, 2024, condominium election of the Association, but then overtly took the actions of assisting in furnishing incorrect electronic credentials and address information to Number 2 Association residents which had the effect of confusing and frustrating and rigging the vote.
- ii. After being furnished with the facts of such incorrect information, Becker & Poliakoff and Becker Ballot refused to even attempt to work cooperatively to assure a compliant Board election. Instead of simply agreeing to provide a correct voting link and registration address equally to all relevant members of the putative

Class entitled to vote, and otherwise putting mechanisms in place to assure an honest and accurate election, Becker & Poliakoff and Becker Ballot instead ignored the issue and then hired outside counsel to stonewall the issue in bad faith and with full knowledge that by doing so they were substantially assisting the rest of the Defendants in violating their fiduciary duties to Plaintiffs and the putative Class.

iii. Further involvement in the fraudulent election by the Becker Entities included the Becker Entities' decision to allow residents to vote multiple time for the same candidates and to advise the fiduciaries and their associates that disseminating fraudulent candidate information in the run up to the election was perfectly acceptable even though the Becker Entities knew full well that such misconduct violated Florida Administrative Code, Rule 61B-23-0021(7).

iv. Becker & Poliakoff and Becker Ballot then covered up the fraudulent January 31, 2024, election by concealing all material documents and information from members of the Number 2 Association following the election and destroying other documents associated with the said election according to proof, in violation of Florida law.

195. Without the foregoing aiding and abetting by the Becker Entities of the violations of fiduciary duty by the Individual Defendants, the violations of law alleged herein would have never taken place or would have been discovered earlier and arrested.

196. As a proximate and foreseeable result of the aforementioned aiding and abetting breaches of fiduciary duty, Plaintiffs have been damaged in an unknown sum.

WHEREFORE, Plaintiffs individually, and as members of the putative Class, demand judgment against the Defendants named in this Count, jointly and severally, for compensatory

damages, costs, prejudgment interest, and all other damages and any and all other relief which is permitted by law and which the Court deems just and proper.

COUNT VIII - Accounting Against Number 2 Association

197. Plaintiffs reallege Paragraphs 1 through 50 as if fully set forth herein, and further allege as follows:

198. At all times material hereto, the fiduciaries and their associates have stood in a fiduciary relation to all members of the Class, pursuant to the Articles and Bylaws of the Recreation Association, of Number 2 Association and of PGCA and because each of the fiduciaries and their associates accepted fiduciary positions on behalf of PGCA during the restructuring of the Palm Greens community.

199. Despite their fiduciary relationships, the fiduciaries and their associates have admitted that as of May 2021, more than \$400,000.00 belonging to the Number 2 Association, and thus Plaintiffs and the Class, had been "lost" by virtue of "phony invoices."

200. The Number 2 Association has refused to make any attempts to locate this \$400,000.00 of "lost" money.

201. Subsequently, the fiduciaries and their associates have stolen or diverted more than \$1.5 million dollars as well as having depleting millions of dollars of reserves.

202. The Number 2 Association has refused to make any attempts to locate or recover back any of the foregoing assets despite the fact that doing so is critical to meeting the charter of PGCA as set forth in the Articles, Exhibit 1, not to mention critical pursuant to the Bylaws of both Number 2 Association and the Recreation Association.

203. In addition, the fiduciaries and their associates have levied unprecedented special assessments and surcharges to residents and Class members but the proceeds of the bulk of such

special assessments, totaling more than \$500,000.00, do not appear in the budgets or documentation submitted by the Number 2 Association's Board of Directors to the Class.

204. Pursuant to both Fla. Stat. §§ 718.111(12) and 718.111(13) and applicable law, the Class, including members of the Number 2 Association, are entitled to full access to the books and records of the Number 2 Association. To date, full access has been denied despite a Circuit Judge's written ruling confirming that such full access should be given. Regardless of limited access of such records to date, such limited access is incapable of disclosing or explaining the defalcations and mismanagement which have taken place.

205. Accordingly, as a result of the fiduciary relationship owed to the Class by the Association and its Board of Directors, and the foregoing circumstances, as well as the fact that there is no other adequate remedy to determine where the Association's monies have gone or been diverted to, a full accounting is required. Pursuant to allegations set forth in this Third Amended Complaint, the Class is entitled to complete access to all books and records of the Association pursuant to both Fla. Stat. §§ 718.111(12) and 718.111(13) and applicable law and upon gaining such access is then entitled to a full accounting.

WHEREFORE, Plaintiffs individually, and as members of the putative Class, demand judgment ordering an accounting of the Association's finances and access to all relevant books and records of the Association along with any other relief which this Court deems just and proper.

RESERVATION TO ALLEGE PUNITIVE DAMAGE RELIEF

Plaintiffs and all members of the Class reserve their right to seek leave of Court, as is required in this jurisdiction, to amend this pleading to add any appropriate claim for punitive damages.

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand trial by jury on all matters triable as of right by a jury

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 28, 2024 a true and correct copy of the foregoing was served via automatically generated e-mail on the Florida e-filing portal to all counsel of record.

Dated: October 28, 2024

Respectfully submitted,

AINSWORTH + CLANCY, PLLC

1826 Ponce de Leon Blvd

Coral Gables, FL 33134

Telephone: (305) 600-3816

Facsimile: (305) 600-3817

Counsel for Plaintiffs

By: /s/ Ryan Clancy

Ryan Clancy, Esq.

Florida Bar No. 117650

Email: ryan@business-esq.com

Email: service1@business-esq.com

VERIFICATION

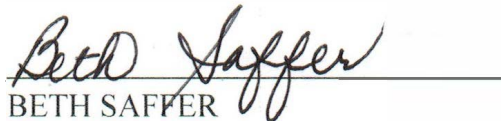
Under penalties of perjury, we declare that we have read the foregoing and the facts alleged are true and correct, except as to those matters alleged on information and belief which we are informed and believe are true, correct and accurate.

Dated: May 17, 2024



ARTHUR ROBINS

Dated: May 17, 2024


BETH SAFFER

Dated: May 17, 2024



LISA DEFABRITIIS

Master Schematic Exhibit

PGCA's "United, Viable Federation of Condominium Associations"

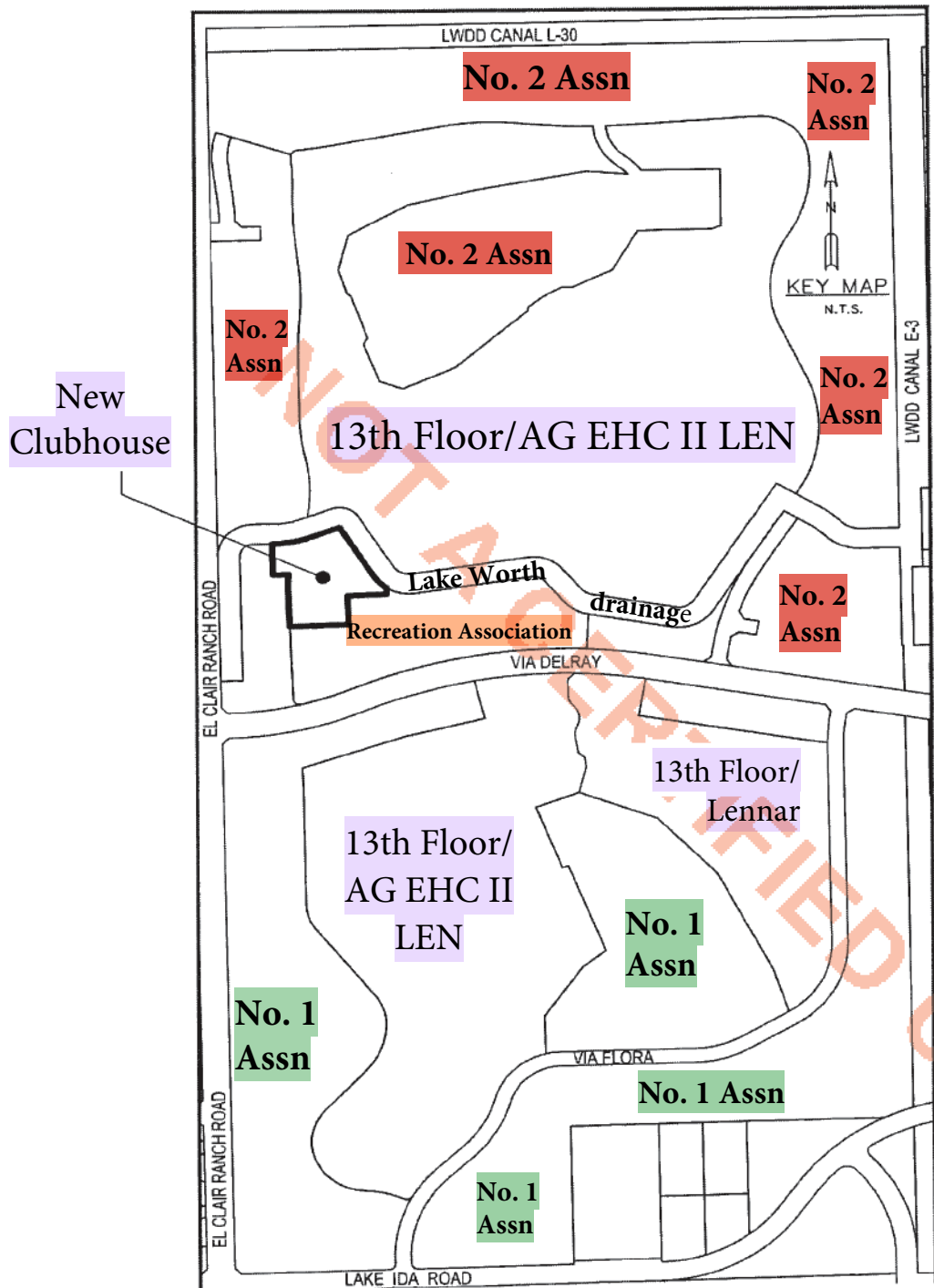


Exhibit 1

PGCA's Articles of Incorporation

N17 000 006 160

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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**ARTICLES OF INCORPORATION
OF
PALM GREENS COMMUNITY ASSOCIATION, INC.
(A Florida Not For Profit Corporation)**

ARTICLE I

Name

The name of this corporation is PALM GREENS COMMUNITY ASSOCIATION, INC. (the "Association").

ARTICLE II

Corporate Nature

The Association is a not for profit corporation organized pursuant to the Florida Not For Profit Corporation Act set forth in Chapter 617 of the Florida Statutes.

ARTICLE III

Address

The address of the principal office and the mailing address of the Association shall be:

5801 Via Delray
Delray Beach, FL 33484

ARTICLE IV

Duration

The period of the duration of the Association is perpetual unless dissolved according to law.

ARTICLE V

Purpose

The general nature and objects of this Association are:

1. To organize and coordinate a united, viable federation of condominium associations within the Palm Greens community, which shall include the following associations: Number 1 Condominium Association - Palm Greens at Villa Del Ray, Inc., Number 2 Condominium Association - Palm Greens at Villa Del Ray, Inc., and Palm Greens at Villa Del Ray, Recreation Condominium Association, Inc., all Florida not for profit corporations (collectively, the initial "Members"), for the purpose of carrying out the common goals, objectives and purposes of the Members.

17 JUN -7 AM 9:01

2. Providing a united effort by the Members for the fulfillment of their rights under their respective declarations of condominium and supportive documentation, and the protection of those rights insofar as they relate to the common elements of the Members and other properties historically utilized and enjoyed by the residents of the Palm Greens community including, but not limited to, the adjacent golf course.

3. Protecting the aforementioned rights under Palm Beach County Regulations and applicable State and Federal Statutes, as well as the Florida and United States Constitutions.

4. Negotiating, dealing and consulting with the owners of and/or developers of the adjacent golf course for the purpose of protecting the values of the Members' residents' homes and quality of life of the residents of the Palm Greens community.

5. To enter into all contracts to carry out the purposes of the Association, including, but not limited to, contracts for any required insurance and professional services.

6. To use and expand the monies collected by the Association to effectuate the purposes and powers of the Association.

ARTICLE VI

Powers

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in Florida Statutes Chapter 617 (as may be amended, modified, restated or supplemented from time to time) which are not in conflict with or limit the terms of these Articles.

B. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association.

ARTICLE VII

Members

The Association shall initially have the following Members:

Number 1 Condominium Association-Palm Greens at Villa Del Ray, Inc.
5801 Via Delray
Delray Beach, FL 33484

Number 2 Condominium Association-Palm Greens at Villa Del Ray, Inc.
5801 Via Delray
Delray Beach, FL 33484

Palm Greens at Villa Del Ray, Recreation Condominium Association, Inc.
5801 Via Delray
Delray Beach, FL 33484

ARTICLE VIII **Board of Directors**

The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Each Member shall be entitled to appoint one (1) Director of the Association. The initial Directors of the Association shall be as follows:

(Susan Hermon)
5801 Via Delray
Delray Beach, FL 33484

David Zimmer
5801 Via Delray
Delray Beach, FL 33484

(Thomas Aldrich)
5801 Via Delray
Delray Beach, FL 33484

Each Member may replace its appointed Director from time to time by providing written notice to the other Members.

Directors shall serve with no compensation; provided, however, the Board of Directors may authorize reimbursement of expenses incurred by Directors in conjunction with the Association's business or other approved activities directly related to the Association's purposes.

Nothing herein shall be construed to preclude any Director from receiving compensation for serving the Association in any other capacity and receiving compensation *therefore*.

ARTICLE IX **Amendment**

Amendment of these articles shall require the approval of a two-thirds (2/3) vote of the Board of Directors at a meeting of the Board. At least thirty (30) days prior to the

Board meeting, the text of any proposed amendments shall be furnished to the Directors of the Association.


ARTICLE X
Registered Agent

The street address of the registered office in the State of Florida is Sachs Sax Caplan, P.L., 6511 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, 32301, and the name of the registered agent at such office is Peter S. Sachs.

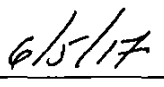
ARTICLE XI
Incorporator

The name and address of the sole incorporator is Peter S. Sachs, c/o Sachs Sax Caplan, P.L., 6511 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.




Signature of Peter S. Sachs, as
Registered Agent

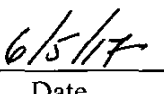


Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155 of the Florida Statutes.



Signature of Peter S. Sachs, as
Incorporator



Date

17 JUN -7 AM 9:00
DEPT. OF STATE

Composite Exhibit 2

Declarations of Condominium for Number 1 Association and Number 2 Association

This Instrument prepared
by:
LARRY B. ALEXANDER
JONES, PAINE & FOSTER, P. A.
601 FLAGLER DRIVE COURT
WEST PALM BEACH, FLA.

133307

PALM GREENS at VILLA del RAY PHASE I,

A CONDOMINIUM

DECLARATION OF CONDOMINIUM

I

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the condominium property in the Survey Exhibits attached hereto as Exhibit 1, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained and not personally owned by unit owners), hereby states and declares that said realty, together with all improvements thereon, is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S.A. 711 Et Seq., and the provisions of said Act are hereby incorporated by reference and included herein, and does herewith file for record this Declaration of Condominium.

Definitions - As used in this Declaration of Condominium, the Exhibits attached hereto and the By-Laws of the Association, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail.

A. Apartment Building means each structure containing living units constructed on the condominium property.

B. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

C. Association or Sub-Association means that incorporated Association whose name appears at the end of this Declaration as a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

D. By-Laws means the By-Laws of the Association, or the Master Association, as the context indicates, as they exist from time to time.

E. Common Elements means the portions of the condominium property not included in the Units.

F. Common Expenses means the expenses for which the Unit Owners are liable to the Association, which include Master Association expenses.

G. Common Surplus means the excess of all assets and receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of common expenses.

H. Condominium means that form of ownership of condominium property under which Units of improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

V. Master Association Assessment means the share of funds required for the payment of Master Association expenses which, from time to time, are assessed against each sub-association.

W. Master Association Expenses means those expenses for which the sub-association is liable to the Master Association including, but not limited to, the sub-association's proportionate share of insurance, taxes, operating and maintenance costs in connection with the operation, maintenance and repair of areas owned or controlled by the Master Association.

X. Occupant means the person or persons, other than the unit owners, in possession of a unit.

Y. Unit means a part of the condominium property which is to be subject to private ownership.

Z. Unit Owner or Owner of Unit means the owner of a condominium parcel.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to said term by Section 712.03 of the Condominium Act.

II

NAME

The name by which this condominium is to be identified is as specified at the top of the first page of this Declaration.

III

IDENTIFICATION OF UNITS

The improvements on the condominium property will consist of the number of units as set forth in Exhibit 1, and for the purposes of identification, each unit is given an identifying number and delineated on the Survey Exhibits, collectively identified as Exhibit 1, attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The identifying number for the unit is also the identifying number for the condominium parcel. Exhibit 1 also contains a survey of the land, graphic description of the improvements in which the units are located, and a plot plan; all of which, together with this Declaration, are in sufficient detail to identify the location, dimensions and size of the Common Elements and of each unit, as evidenced by the certificate of the Registered Land Surveyor hereto attached. The legend and notes in Exhibit 1 are incorporated herein by reference and hereby made a part hereof.

IV

OWNERSHIP OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each unit owner shall own an undivided interest in the Common Elements and Limited Common Elements appurtenant to his unit, which undivided interest shall be stated as a proportion as set forth in

Exhibit 2, attached hereto and hereby made a part hereof. The term "Common Elements", as used in this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise requires.

Each unit owner shall hold fee title to a condominium parcel which shall include the unit and its appurtenant undivided interest in the Common Elements. Such undivided interest in the Common Elements shall be deemed to be conveyed along with the appurtenant unit, and any attempt to separate the fee title to a unit from the undivided interest in the Common Elements appurtenant to such unit shall be null and void.

V

VOTING RIGHTS

There shall be one person with respect to each unit owner who shall be entitled to vote at any meeting of the unit owners; such person shall be known (and is hereafter referred to) as a Voting Member. If a unit is owned by more than one person, those persons shall designate one of their number as a Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes shall be equal to the total number of units plus the total number of units constructed on contiguous condominium property, and each unit shall have no more and no less than one equal vote in the association. If one entity, individual or corporation, owns two units, he shall have two votes. The vote of a unit is not divisible.

VI

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of this condominium and the Limited Common Elements and Common Elements appurtenant thereto, including the obligation of each unit owner under the Long-Term Lease and Management Agreement attached to the Declaration and all other Common Expenses of the association, shall be shared by the unit owners, as set forth in this Declaration and in Exhibit 2 to this Declaration; except as otherwise provided in Article XI(C)(3). The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcel, their location or the building square footage included in each unit. The unit owner's obligation under the Long-Term Lease shall be stated in terms of monthly dollar amounts as set forth in Exhibit 3 attached hereto.

Each unit owner's share of the Common Surplus shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the Common Elements, which share shall not be subject to disposition except as a part of the owner's unit.

This instrument prepared
by:
LARRY B. ALEXANDER
JONES, PAINE & FORSTER, P. A.
601 FLAGLER DRIVE COURT
WEST PALM BEACH, FLA.

44107

PALM GREENS at VILLA del RAY PHASE II

A CONDOMINIUM

DECLARATION OF CONDOMINIUM

I

SUBMISSION STATEMENT

74 APR 30 PM 4:03

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the condominium property in the Survey Exhibits attached hereto as Exhibit 1, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained and not personally owned by unit owners), hereby states and declares that said realty, together with all improvements thereon, is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S.A. 711 Et Seq., and the provisions of said Act are hereby incorporated by reference and included herein, and does herewith file for record this Declaration of Condominium.

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B. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

C. Association or Sub-Association means that incorporated Association whose name appears at the end of this Declaration as a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

D. By-Laws means the By-Laws of the Association, or the Master Association, as the context indicates, as they exist from time to time.

E. Common Elements means the portions of the condominium property not included in the Units.

F. Common Expenses means the expenses for which the Unit Owners are liable to the Association, which include Master Association expenses.

G. Common Surplus means the excess of all assets and receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of common expenses.

H. Condominium means that form of ownership of condominium property under which Units of improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

206-60

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W. Master Association Expenses means those expenses for which the sub-association is liable to the Master Association including, but not limited to, the sub-association's proportionate share of insurance, taxes, operating and maintenance costs in connection with the operation, maintenance and repair of areas owned or controlled by the Master Association.

X. Occupant means the person or persons, other than the unit owners, in possession of a unit.

Y. Unit means a part of the condominium property which is to be subject to private ownership.

Z. Unit Owner or Owner of Unit means the owner of a condominium parcel.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to said term by Section 711.03 of the Condominium Act.

II

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RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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Exhibit 2, attached hereto and hereby made a part hereof. The term "Common Elements", as used in this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise requires.

Each unit owner shall hold fee title to a condominium parcel which shall include the unit and its appurtenant undivided interest in the Common Elements. Such undivided interest in the Common Elements shall be deemed to be conveyed along with the appurtenant unit, and any attempt to separate the fee title to a unit from the undivided interest in the Common Elements appurtenant to such unit shall be null and void.

V

VOTING RIGHTS

There shall be one person with respect to each unit owner who shall be entitled to vote at any meeting of the unit owners; such person shall be known (and is hereafter referred to) as a Voting Member. If a unit is owned by more than one person, those persons shall designate one of their number as a Voting Member, or in the case of a corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes shall be equal to the total number of units plus the total number of units constructed on contiguous condominium property, and each unit shall have no more and no less than one equal vote in the association. If one entity, individual or corporation, owns two units, he shall have two votes. The vote of a unit is not divisible.

VI

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of this condominium and the Limited Common Elements and Common Elements appurtenant thereto, including the obligation of each unit owner under the Long-Term Lease and Management Agreement attached to the Declaration and all other Common Expenses of the association, shall be shared by the unit owners, as set forth in this Declaration and in Exhibit 2 to this Declaration, except as otherwise provided in Article XI(C)(3). The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the condominium parcel, their location or the building square footage included in each unit. The unit owner's obligation under the Long-Term Lease shall be stated in terms of monthly dollar amounts as set forth in Exhibit 3 attached hereto.

Each unit owner's share of the Common Surplus shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the Common Elements, which share shall not be subject to disposition except as a part of the owner's unit.

Exhibit 3
Access Easement

CFN 20200113210
OR BK 31321 PG 573
RECORDED 03/25/2020 09:02:47
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0573-0584; (12Pgs)

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "**Easement**") is granted this 16th day of April, 2019, by PALM GREENS AT VILLA DEL RAY RECREATION CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Grantor**"), to and for the benefit of 13FH PALM BEACH, LP, a Delaware limited partnership, its successors and assigns (the "**Grantee**").

RECITALS

A. Grantor is the record title owner of the portion of that certain parcel of real property situated in Palm Beach County, Florida, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Easement Area**").

B. Grantee is or will be the record title owner of certain property situated in Palm Beach County, Florida, being more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference ("**Grantee's Property**").

C. Grantor desires to grant Grantee, and Grantee is willing to accept, a perpetual ingress and egress access easement over, across, under, upon and through the Easement Area for the purposes more particularly set forth hereinbelow.

D. It is Grantor and Grantee's mutual intent that the aforementioned access easement make direct contact with the public right-of-way known as "Via Delray" so that the Grantee's Property has access through the Easement Area to the public right of way known as Via Delray.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant, stipulate and agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and form a material part of this Easement upon which the parties have relied.

2. **Grant of Easement**. Grantor hereby creates, grants, declares and conveys to Grantee, its successors and assigns and its designated users, for the benefit of, and to run with, the Grantee's Property, a perpetual exclusive easement (the "**Easement**") for access, ingress and egress of and by vehicles, bicycles and pedestrians in, on, over, across, upon, under, and through the Easement Area at all times for the purpose of access to Grantee's Property from Via Delray. Further, the foregoing grant of Easement shall include the right for Grantee, and its

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successors and assigns, to construct, install and maintain certain paved roadways, driveways, sidewalks, and related access improvements intended to be constructed on the Easement Area for the purpose of providing for pedestrian and vehicular access from, to and between the Grantee's Property and Via Delray (such improvements are collectively referred to herein as the "Access Roadway"). The Access Roadway shall be designed, permitted and constructed by Grantee, at its sole cost and expense and at such time as determined by Grantee, in its sole discretion. Further, Grantee shall have the right to install traffic control devices, entrance features, gated access, landscaping, lighting and other related improvements within the Easement Area at Grantee's sole discretion. Grantor acknowledges that construction vehicles and trucks will use the Access Roadway in connection with the development of Grantee's Property. Grantee hereby indemnifies and holds Grantor harmless from any and all costs, expenses, claims or damage to the Access Roadway or the Easement Area caused by the negligence of Grantee when using the Access Roadway or negligent usage of the Access Roadway by any assigns, invitees, contractors, subcontractors, agents or tenants of Grantee or purchasers of homes within the Grantee's Property, including such home purchasers, guests or invitees. Similarly, Grantor hereby indemnifies and holds Grantee harmless from all costs, expenses, claims or damage to the Access Roadway or the Easement Area caused by Grantor's use of the Access Roadway, Grantor's ownership of the Easement Area, or the usage of the Access Roadway by any assigns, invitees or agents of Grantor.

3. **Maintenance of Easement Area.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of, and to run with, the Grantee's Property, a perpetual easement over, under and across the Easement Area to perform maintenance, repair and restoration work to the Easement Area and improvements, facilities and apparatus therein, including the trimming of trees, limbs and brush that may periodically encroach or grow onto the Easement Area, all without charge to Grantor or its successors or assigns. Grantee, at Grantee's sole cost and expense, shall operate, maintain, repair, and replace the Access Roadway within the Easement Area.

4. **No Obstruction of Easement Area.** Grantor hereby covenants and agrees, on behalf of itself and its successors or assigns, that it shall not impede, hinder or in any way obstruct ingress, egress or access of Grantee and its successors, assigns and designees to the Easement Area.

5. **Exclusive Easement.** This Easement is exclusive and the Grantor shall no longer have any right to use the Easement Area for any purpose whatsoever.

6. **Covenants Running With The Land.** This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the land described in **Exhibit A** and inuring to the benefit of Grantee, its successors, assigns and designees.

7. **Successors and Assigns.** The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with the Easement Area in perpetuity. Without limitation of the foregoing, upon Grantee's formation of any property owners' association or homeowners' association for the Grantee's Property, all rights and obligations of Grantee set forth herein shall be automatically transferred to such property owners' association or homeowners' association and the Grantee shall no longer have any rights or obligations hereunder, except as a member of such property owners' association or homeowners' association. In the event the Grantee's Property is subdivided, all subdivided lots, tracts or

parcels within the Grantee's Property shall benefit from the rights and easements granted herein.

8. **Governing Law.** This Easement shall be governed by and construed under the Laws of the State of Florida.

9. **Construction.** The captions and headings in this Easement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

10. **Entire Agreement.** This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

11. **Invalid Provision.** If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement, and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Easement. This Easement shall not be construed more strongly against either party as the parties have negotiated the terms of this Easement.

12. **Counterparts.** This Easement may be executed in counterparts. It shall be sufficient if the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CFN 20200113210
BOOK 31321 PAGE 576
4 OF 12

IN WITNESS WHEREOF, undersigned has caused this Access Easement to be executed and effective as of the date first written above.

WITNESSES:

"GRANTOR"

PALM GREENS AT VILLA DEL RAY
RECREATION CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit corporation

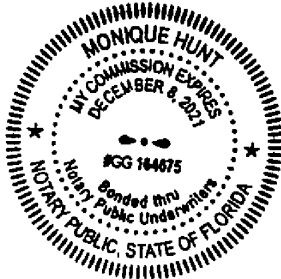
Andee LaRue
Print Name: Andee LaRue
Eusan Horman
Print Name: Eusan Horman

By: Thomas A. Drach
Print Name: THOMAS A. DRACH
Title: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 16TH day of APRIL, 2019, by THOMAS A. DRACH as PRESIDENT of PALM GREENS AT VILLA DEL RAY RECREATION CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who acknowledges that he/she executes the foregoing on behalf of the corporation, who is personally known to me or who has produced _____ as identification.



Monique Hunt
Notary Public
Print Name
My commission expires: 12/08/21

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Access Easement to be executed and effective as of the date first written above.

WITNESSES:

"GRANTEE"

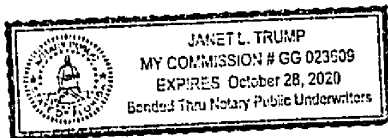
13FH PALM BEACH, LP, a Delaware limited partnership and/or its successors and assigns

Janet L. Trump
Print Name: Janet L. Trump
Janet
Print Name: Janet Arana

By: Michael Nunziata
Print Name: Michael Nunziata
Title: Authorized Representative
[Company Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 19th day of February, 2019, by Michael Nunziata as Authorized Representative of 13FH PALM BEACH, LP, a Delaware limited partnership, on behalf of the partnership, who is personally known to me or who has produced _____ as identification.



Janet L. Trump
Notary Public Janet L. Trump
Print Name
My commission expires: 10/28/2020

Exhibit A**Legal Description of Easement Area**

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "F", PLAT II VILADELRAY AS RECORDED IN PLAT BOOK 30, PAGE 77 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2008.17 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 02°34'37" WEST; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT "F" AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°23'29", A DISTANCE OF 224.02 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 43°04'22" EAST, A DISTANCE OF 55.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 359.99 FEET FROM WHICH A RADIAL LINE BEARS NORTH 88°59'08" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°27'23", A DISTANCE OF 222.77 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT "F"; THENCE, ALONG SAID NORTH LINE, SOUTH 39°43'53" EAST, A DISTANCE OF 58.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 156.00 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°00'00", A DISTANCE OF 108.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT "F"; THENCE, ALONG THE EAST LINE OF SAID TRACT "F", SOUTH 02°34'37" WEST, A DISTANCE OF 149.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,512 SQUARE FEET OR 0.8152 ACRES, MORE OR LESS.

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Exhibit A
Page 1 of 1

Exhibit B**Legal Description of Grantee's Property****PARCEL 1:**

Certain lands in the West Half (W1/2) of Section 11 Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Tract G-1 of Plat II VILADELRAY, according to the Plat thereof, recorded in Plats Book 30, at Page 77, of the Public Records of Palm Beach County, Florida, less and except the East 148 feet of the South 123 feet thereof.

AND THE FOLLOWING DESCRIBED PREMISES:

A parcel of land situated in the Northwest Quarter (NW1/4) of Section 11, Township 46 South, Range 42 East, Palm Beach County, Florida being more particularly described as follows:

Beginning at the Northwest corner of Tract G-1, as shown on a Plat entitled "A PLANNED UNIT DEVELOPMENT, PLAT II, VILADELRAY, Palm Beach County, Florida", recorded in Plat Book 30, Pages 77, 78 and 79, of the Public Records of Palm Beach County, Florida; thence along the following numbered courses:

1. South 16° 59' 11" West, along the Westerly line of Tract G-1; a distance of 45.69 feet to a point of curvature; thence.....
2. Southerly, along the arc of a 535.00 foot radius curve, concave Easterly, whose long chord runs South 11° 33' 19" West, an arc distance of 101.42 feet to a point; thence.....
3. South 88° 17' 22" West, 59.03 feet to a point; thence.....
4. North 00° 28' 16" West, 134.28 feet to a point in the Southerly right-of-way line of Lake Worth Drainage District Canal L-31; thence.....
5. North 89° 31' 44" East along said right-of-way 10.51 feet to a point of curvature; thence.....
6. Easterly, along the arc of a 365.00 foot radius curve, concave Northerly, whose chord bears North 82° 55' 54" East, an arc distance of 84.05 feet to the Point of Beginning.

PARCEL 2:

Certain lands in the West Half (W1/2) of Section 11, Township 46 South, Range 42 East, Palm Beach, County, Florida, more particularly described as follows.

Tract G of Plat II VILADELRAY, according to the Plat thereof, recorded in Plat Book 30, Page 77, Public Records of Palm Beach County, Florida.

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Exhibit B
Page 1 of 6

PARCEL 3:

A parcel of land situated in the Northwest Quarter (NW1/4) of Section 11, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Begin at a point 5.00 feet Westerly from the Southwest corner (as measured along the arc of a curve) of Section 10, VILLADELRAY on the South boundary of Section 11, VILLADELRAY, as both are shown and recorded in Plat Book 36, Pages 19, 20, 21 and 22, of the Public Records of Palm Beach County, Florida, run (bearings cited herein are in the meridian of said Villadelray Sections 10 and 11) by the following numbered courses:

(Courses 1 through 11 are on the South boundary of aforementioned Villadelray Section 10 and the West boundary of Villadelray, Sections 8 and 9, as said Sections 8 and 9, are recorded in Plat Book 34, Pages 173 through 175)

1. Said Point of Beginning being on the arc of a curve, concave Northerly, having a radius of 1909.16 feet and a central angle of 1° 23' 57"; thence.....
2. From the Point of Beginning run along the arc of said curve and the South boundary of Villadelray Section 10 in an Easterly direction a distance of 46.57 feet to the Point of Tangency of said curve; thence.....
3. Continue North 86° 39' 20" East, along said South boundary of Villadelray Section 10, a distance of 524.93 feet to the Point of Curvature of a curve, concave Southwesterly, having a radius of 180.00 feet and a central angle of 85° 00' 00"; thence.....
4. Run along the arc of said curve in a Southeasterly direction, a distance of 267.04 feet, to a Point of compound curve, concave Easterly, having a radius of 509.73 feet and a central angle of 39° 35' 03"; thence.....
5. Run along the arc of said curve in a Southwesterly direction, a distance of 352.16 feet to the Point of Tangency; thence.....
6. South 31° 14' 23" West, a distance of 40.32 feet to the Point of Curvature of a curve concave Easterly, having a radius of 405.00 feet and a central angle of 55° 20' 03"; thence.....
7. Run along the arc of said curve, a distance of 391.13 feet to the Point of Tangency of said curve; thence.....
8. South 24° 05' 40" East, a distance of 235.99 feet to the Point of Curvature of a curve concave Westerly, having a radius of 510.00 feet and a central angle of 56° 45' 00"; thence.....
9. Run along the arc of said curve in a Southerly direction, a distance of 505.14 feet to the Point of Tangency of said curve; thence.....

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Page 2 of 6

10. South 32° 39' 20" West, a distance of 19.22 feet to a point on the Northerly Right-of-Way of Lake Worth Drainage District Canal L-31 as recorded in Official Record Book 2218, Page 1150, Public Records of Palm Beach County, Florida; thence.....

(Courses 11 through 22 being on the North Right-of-Way of said L-31 Canal)

11. North 57° 20' 40" West, a distance of 85.00 feet; thence.....

12. South 32° 39' 20" West, 585.50 feet to the Point of Curvature of a curve concave Northwesterly, having a radius of 71.00 feet and a central angle of 68° 00' 00"; thence.....

13. Run along the arc of said curve in a Westerly direction, a distance of 84.26 feet to the Point of Tangency of said curve; thence.....

14. North 79° 20' 40" West, a distance of 318.00 feet to the Point of Curvature of a curve concave Northeasterly, having a radius of 71.00 feet and a central angle of 40° 00' 00"; thence.....

15. Run along the arc of said curve in a Northwesterly direction, a distance of 49.57 feet to the Point of Tangency of said curve; thence.....

16. North 39° 20' 40" West, a distance of 113.48 feet to the Point of Curvature of a curve concave Southwesterly, having a radius of 140.00 feet and a central angle of 58° 53' 01"; thence.....

17. Run along the arc of said curve in a Westerly direction, a distance of 143.88 feet to the Point of Tangency of said curve; thence.....

18. South 81° 46' 19" West, a distance of 445.07 feet to the Point of Curvature of a curve concave Northeasterly, having a radius of 71.00 feet and a central angle of 67° 00' 00" thence.....

19. Run along the arc of said curve in a Northwesterly direction, a distance of 83.03 feet to the Point of Tangency of said curve; thence.....

20. North N 31° 13' 41" West, 248.41 feet to the Point of Curvature of a curve concave Southwesterly, having a radius of 85.00 feet and a central angle of 79° 14' 35"; thence.....

21. Run along the arc of said curve in a Westerly direction, a distance of 117.56 feet to the Point of Tangency of said curve; thence.....

22. South 69° 31' 44" West, a distance of 96.66 feet to a point on the arc of a curve concave Westerly, having a radius of 595.00 feet and a central angle of 24° 26' 59"; thence.....

23. From a tangent bearing of North 11° 23' 27" East, run along the arc of said curve, a distance of 253.90 feet to a Point of Reverse Curvature of a curve concave Easterly, having a radius of 770.00 feet and a central angle of 12° 37' 03"; thence.....

24. Run along the arc of said curve in a Northerly direction, a distance of 169.57 feet to the Point of Tangency of said curve; thence.....

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Exhibit B
Page 3 of 6

25. North 0° 26' 28" West, a distance of 238.00 feet to the Point of Curvature of a curve concave Easterly having a radius of 2056.88 feet and a central angle of 5° 30' 00"; thence.....
26. Run along the arc of said curve in a Northerly direction, a distance of 197.45 feet to a Point of Reverse Curvature of a curve concave Westerly, having a radius of 1115.47 feet and a central angle of 11° 00' 00"; thence.....
27. Run along the arc of said curve, a distance of 214.16 feet to the Point of Tangency of said curve; thence.....
28. North 5° 56' 28" West, a distance of 141.14 feet to the Point of Curvature of a curve concave Easterly, having a radius of 1210.03 feet and a central angle of 8° 00' 00"; thence.....
29. Run along the arc of said curve in a Northerly direction, a distance of 168.95 feet to a Point of Reverse Curvature of a curve concave Westerly, having a radius of 1311.74 feet and a central angle of 7° 07' 48"; thence.....
30. Run along the arc of said curve in a Northerly direction, a distance of 163.24 feet to a Point of Reverse Curvature of a curve concave Southeasterly, having a radius of 25.00 feet and a central angle of 88° 27' 34"; thence.....
31. Run along the arc of said curve in a Northeasterly direction, a distance of 38.60 feet to a Point of Reverse Curvature of a curve concave Northwesterly, having a radius of 2094.56 feet and a central angle of 3° 47' 43", said point also being on the South boundary of Villadelray, Section 11, as recorded in Plat Book 36, Pages 19, 20, 21 and 22; thence.....
32. Run along the arc of said curve in an Easterly direction, a distance of 138.74 feet to the Point of Tangency of said curve; thence.....
33. North 79° 35' 35" East, a distance of 419.76 feet to the Point of Curvature of a curve concave Southerly, having a radius of 1000.00 feet and a central angle of 17° 52' 30"; thence.....
34. Run along the arc of said curve in an Easterly direction, a distance of 311.98 feet to a Point of Reverse Curvature of a curve concave Northerly, having a radius of 1909.16 feet and a central angle of 7° 54' 52"; thence.....
35. Run along the arc of said arc in an Easterly direction, a distance of 263.72 feet to a point on the arc of a curve concave Easterly, having a radius of 216.22 feet and a central angle of 49° 28' 12"; thence.....
36. From a tangent bearing of South 01° 09' 18" East, run along the arc of said curve, a distance of 186.69 feet to the Point of Tangency of said curve; thence.....
37. Run South 50° 37' 21" East, a distance of 42.78 feet to the Point of Curvature of a curve, concave Southwesterly, having a radius of 80.00 feet and a central angle of 16° 56' 51"; thence.....

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Exhibit B
Page 4 of 6

38. Run along the arc of said curve in a Southeasterly direction, a distance of 23.66 feet; thence.....
39. North 85° 03' 53" West, a distance of 158.72 feet; thence.....
40. South 80° 06' 36" West, a distance of 331.32 feet; thence.....
41. South 79° 40' 42" West, a distance of 101.25 feet; thence.....
42. South 76° 47' 58" West, a distance of 259.83 feet; thence.....
43. South 60° 55' 51" West, a distance of 260.00 feet; thence.....
44. South 14° 05' 33" West, a distant of 152.99 feet; thence.....
45. South 16° 51' 25" East, a distance of 103.00 feet; thence.....
46. South 45° 51' 25" East, a distance of 23.00 feet; thence.....
47. South 18° 51' 25" East, a distance of 187.84 feet; thence.....
48. South 32° 27' 14" West, a distance of 30.46 feet; thence.....
49. South 20° 20' 16" East, a distance of 169.54 feet; thence.....
50. South 69° 21' 11" East, a distance of 92.47 feet; thence.....
51. North 66° 36' 14" East, a distance of 219.65 feet; thence.....
52. North 49° 24' 54" East, a distance of 362.58 feet; thence.....
53. North 12° 28' 36" East, a distance of 19.73 feet; thence.....
54. North 52° 53' 48" East, a distance of 71.02 feet; thence.....
55. North 60° 29' 30" East, a distance of 77.53 feet; thence.....
56. North 87° 32' 08" East, a distance of 46.40 feet; thence.....
57. North 64° 50' 10" East, a distance of 166.63 feet; thence.....
58. North 30° 02' 28" East, a distance of 192.83 feet; thence.....
59. North 89° 12' 55" East, a distance of 280.00 feet; thence.....
60. North 71° 04' 31" East, a distance of 37.00 feet; thence.....
61. North 00° 03' 00" West, a distance of 242.41 feet; thence.....
62. South 89° 57' 25" West, a distance of 299.88 feet to a point on the arc of a curve concave Southwesterly, having a radius of 130.00 feet and a central angle of 22° 53' 50"; thence.....

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Exhibit B
Page 5 of 6

63. From a tangent of North 27° 43' 43" West, run along the arc of said curve in a Northwesterly direction, a distance of 51.95 feet to the Point of Tangency of said curve; thence.....

64. Run North 50° 37' 21" West, a distance of 42.78 feet to the Point of Curvature of curve, concave Northeasterly, having a radius of 166.22 feet and a central angle of 49° 28' 59"; thence.....

65. Run along the arc of said curve in a Northerly direction, a distance of 143.55 feet to the Point of Beginning.

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Exhibit B
Page 6 of 6

Exhibit 4

Thom's Email from September 17, 2022

From: Rob Thom <rthom897@gmail.com>

Sent: Saturday, September 17, 2022 3:23 PM

To: Art Robins <arobiws43@outlook.com>

Cc: Andrea Wagner <awagner136@gmail.com>; Elise Gaines <egaines2005@comcast.net>; Sandra Klimas <sandra.klimas@gmail.com>; Robert Stern <rstern.pg2@gmail.com>; Anthony DiGennaro <anthonydg9144@gmail.com>; bo heck <boheck@gmail.com>

Subject: Re: Apology

Art

I want to acknowledge receipt of your email apologizing for your outburst at the meeting on Wednesday, September 14. I was disappointed that you didn't include email copies to your two Board members present and to my fellow Board member Anthony, all of whom witnessed your actions. I've copied them and the others elected to represent Palm Greens 2.

First you make an apology and then blame it on Sandy and the exchanges that have been going back and forth and other factors. I am not sure how when I was at the microphone you could possibly mistake me for Sandy. I threw you a life line on the topic but since you were not listening, you didn't hear what I said. It wasn't until both Andrea and Elisse poked you and told you I was supporting your topic did you stop arguing with me.

I have also been seeing this type of behaviour in your recent emails, including your apology, that contain incomplete sentences and inaccurate statements as well. For example: In your email of September 12:

- "As per your request. As of 791,494". I think you intended to add a date but didn't
- You stated "I am not sure how many years they have filed the Audit at this time but it is great than 7 years" - I believe you meant to type "greater"

But more importantly regarding the second point, here are the correct **facts** pulled from the Rec Board website that makes your statement **inaccurate**. This information makes one seriously question, why the change in report publishing timing, when typical Annual Financial reports are published within 60 to 120 days after the end of the fiscal year. Which per the information below was the practice of the previous Rec Boards.

2021 - Not Published as of 9/16/22

2020 - August 10, 2021

2019 - October 1, 2020 - Florida allowed late reporting due to Covid.

2018 - No Letter from the CPA to indicate when they published the report

2017 - February 16, 2018

2016 - March 15, 2017

2015 - May 12, 2016

2014 - No Letter from the CPA to indicate when they published the report

2013 - April 7, 2014

2012 - April 8, 2013

2011 - April 2, 2012

No other reports posted.

When Sandy pointed to the May date regarding reporting she was referring to the IRS requirement for Non profits to submit their IRS 990 form by May 1, which standard practice would be to have the Annual Financial Report completed.

I've heard that when Paul Milowe handed you a copy of the Joint Resolution one of your first comments was about Condo 2 being in trouble financially. Again a totally **inaccurate** statement. In your position as President of one of our community associations, and a representative of Palm Greens 2, this type of unsubstantiated comment is extremely disappointing.

Speaking of Paul Milowe, I was informed that you met with him and made a pitch to be the Condo 1 representative of the PGCA. How could you possibly think that would be in any way appropriate or ethical. Hell, maybe they should appoint someone from Kings Point if you see that as appropriate.

Besides apologizing to me, I hope you have also apologized to Elisse and Andrea. On two occasions you commented that you were on the podium with "these two lovely ladies" or words to that effect. This is totally **unprofessional** in a business setting.

Finally, in your apology you point to your health. If your health is hindering you from executing your responsibilities in a manner that residents would expect from the President of the Recreation Association, then I would encourage you to take a leave of absence and take care of your health.

In summary, I acknowledge your apology.

Rob

Exhibit 5

Sandra Klimas' October 9, 2022, Email

From: sandra.klimas@gmail.com <sandra.klimas@gmail.com>

Sent: Sunday, October 9, 2022 3:11 PM

To: Art Robins <Arobiws43@outlook.com>

Subject: Re: FYI

Art

Palm Greens has a reputation for ugly rumors. Wouldn't you agree?

Since you are a PG2 resident and you have access to all our financials, I hope you set the record straight. We do not have financial issues. That's why we did the special assessment last year to build up our operating funds to a point where we are in a very strong financial position.

Paul Milowe also shared the same "rumor" about PG2 having financial issues directly from you when he dropped off the resolution and that was a while ago. I didn't question you as to whether you said that or not but I don't know why he would have said that to me.

All the more reason for our Board to meet with the 3 Rec Bd reps and to answer any questions you may have. Then the correct information and not rumors can be shared at the pool.

I hope to hear that Bob is available for a zoom along with you and Andrea on Friday. In your last email you said you would follow up with me as to Bob's availability.

Will all 3 of you be available on Friday?

Sandy

Sent from my iPhone

Exhibit 6
Aldridge's Confirmation

12:41



Tom >



New Contact Name

Thomas Aldrich

Update



Today 12:28 PM

I know you said we are friends but you left me with what I would call a threatening email about inclusion in the lawsuit. I take it as my being sick and miss interpretation of your intent. I will tell you that there numerous mistakes in your e blast. The Pgca agreed that the permit to demolish the old golf building as fulfilling the requirement of agreement. Rob got on the PGCA around the same time as you. Yesterday per Sun Biz I became the rec board rep which we know is a bit late. The agreement is part of the deed so when Lennar bought the property they became legally bound. There was no requirement for us to approve the change. The precedent had been set when we chose to not amend the documents due to legal costs. I was the first one to require Lennar to agree to include warranties when they wanted do the tennis courts out of sequence. Finally as you stated that I signed the development agreement. I signed based on the vote of the community and the board's approval. I had to sign for the easement because we owned the property.



iMessage



Exhibit 7

*Pre-arbitration notification letter found
to be inadequate by the State of Florida*

March 14, 2024

Sandra Klimas, President
Number 2 Condominium Association - Palm Greens at Villa Delray, Inc.
And First Service Residential, Manager
5801 Via Delray
Delray Beach, FL 33484

Sent Via Email To Communications@mc.fsresidential.com;
Sent Via Email To sandra.klimas@gmail.com (Acting President of Association);
Sent Via Hand Delivery

Re: Notice Of Intention To Arbitrate Board Election

Dear Sir/Madam and Ms. Klimas:

Pursuant to the provisions of Fla. Stat. § 718.1255(4), you are hereby provided with notification of my intention, individually and on behalf of Beth Saffer who has authorized providing this notification as well as on behalf of all persons similarly situated, to initiate a petition for arbitration regarding the recently held election of board members of the Association of Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. The petition for arbitration you are hereby provided with notification of will recite and litigate all the grounds previously and repeatedly articulated to you and your attorneys in writing, and will also litigate the Association's violation of Florida law occurring when the Association participated in modifying the content of Marge Fattori's information sheet in the run up to the Association's election to include false and defamatory information admitted by Fattori **under oath** to have been fraudulent and unsupportable. For your information, this malfeasance by the Association was violative, *inter alia*, of Florida Administrative Code, Rule 61B-23.0021(7).

Unless you immediately (or at the latest by close of business on March 15, 2024) stipulate to me **in writing** that the recent election was improperly conducted and will not be relied upon by the Association, directly or indirectly, I will initiate the arbitration pursuant to applicable provisions of law.

Sincerely,



ARTHUR ROBINS

Individually and as authorized agent
for Beth Saffer and similarly situated
members of the Association

Exhibit 8
Notification Letter

April 4, 2024

Sandra Klimas, President
Number 2 Condominium Association -
Palm Greens at Villa Delray, Inc. ("Association")
And First Service Residential (Manager of Association)
5801 Via Delray
Delray Beach, FL 33484

Sent Via Email To Communications@mc.fsresidential.com;
Sent Via Email To @gmail.com (Acting President of Association);
Sent Via Hand Delivery

Re: Notice Of Intention To Arbitrate Board Election

Dear Sir/Madam and Ms. Klimas:

Pursuant to the provisions of Fla. Stat. § 718.1255(4), you are hereby provided with notification of my intention, individually and on behalf of Beth Saffer who has authorized providing this notification as well as on behalf of all persons similarly situated (see, n. 1, *post*) to continue with the initiation of a petition for arbitration regarding the recently held election of board members of the Association of Number 2 Condominium Association - Palm Greens at Villa Delray, Inc. purportedly occurring on January 31, 2024. Although the arbitral petition has already been filed with the State of Florida on March 19, 2024, representatives of the State of Florida decided that you are entitled to more time in order to consider the serious claims in this matter. The purpose of this letter is to provide you and the Association with such additional time.

As you and the Association have already been informed on multiple occasions – including yesterday in connection with the litigation initiated by you and the Association bearing case and style number Number 2 Condominium Association, et al. v. Palm Greens at Villa Delray Recreation Condominium Association, et al., 15th Fla. Jud. Cir. Case No. 502024CA002299XXXAMB, I have the issues with the Association as set forth below:

The petition for arbitration you and the Association are hereby provided with notification of will recite and litigate all the grounds previously and repeatedly articulated to you and your attorneys in writing and filed in judicial proceedings you are a party to while represented by counsel, and will also litigate the Association's violation of Florida law occurring when the Association participated in modifying the content of Marge Fattori's information sheet in the run up to the Association's election to include false and defamatory information admitted by Fattori under oath to have been fraudulent and unsupportable. For your information, this malfeasance by the Association was violative, inter alia, of Florida Administrative Code, Rule 61B-23.0021(7).

The foregoing grounds are extensively covered in the litigation currently pending in the case styled *Saffer, et. al. v. Klimas, et. al.*, 15th Fla. Jud. Cir. Case No. 502023CA015733XXXAMB as well as in the related case you just filed bearing Case No. 502024CA002299XXXAMB,, and you and the Association are on notice of those claims as a matter of law. Furthermore, the claims of which you are already on notice involve (a) false email addresses being given by Becker Ballot in connection with electronic voting, (b) permitting multiple voting by the same people in connection with the election, (c) precluding voting by numerous residents, and (d) the admission that the Association's Chairman at the time of the election, Robert Thom, provided Marge Fattori with allegations of forgery and document-alteration to be placed on Fattori's candidate information sheet that Fattori swore under oath was fraudulent and unsupportable. As I indicated, this misconduct violates Florida Administrative Code, Rule 61B-23.0021(7). Fattori and Thom were so bent on assuring that the Association's homeowner community saw the false claims against candidate Arthur Robins (i.e., me) on the candidate information sheet that Fattori herself highlighted the false language, an unprecedented act in the State of Florida.

Unless you stipulate to the below-described relief I seek by close of business on April 12, 2024, I will continue with the arbitration before representatives of the State of Florida pursuant to applicable provisions of law.

To resolve this issue, the Association must do one of the following:

1. The Association must conduct a brand new election in place and instead of the January 31, 2024 election, with a jointly chosen election monitor approved by representatives of the State of Florida, Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes, at a cost to be jointly borne between the Association and the Class (including me as the lead of the Class, see, n. 1, *post*); or

2. In the alternative, but only in the event the Association maintains under oath and in writing that Rob Thom lacked Association authority to stuff false information onto Marge Fattori's candidate information sheet, I am willing to engage in a compromise that Marge Fattori be immediately disqualified from serving on the Board of the Recreation Association and disqualified from otherwise holding elective office appertaining to the Association and that the only alternative candidate in the January 31, 2024 election of Recreation Association Board of Directors representatives (i.e., Arthur Robins, i.e. me) – who has been the long time President of the Recreation Association and doubled its reserve and operating funds during his tenure – continue for a period of two years as President of the Recreation Association. If this alternative is adopted by the Association in settlement, I will abandon this arbitration petition but will obviously continue on with the existing State Court litigation referenced above regarding the election and otherwise since additional legal rights are insinuated therein.

The Association must comply with the above requirements by the following date:

You must accept one of the foregoing two alternatives by close of business on April 12, 2024. If you do not respond to me by then, I will continue with the pending arbitration pursuant to applicable provisions of law.

Failure to timely comply with the above requirements will result in a further arbitration petition being filed to continue the currently pending arbitration pursuant to Section 718.1255, Florida Statutes. Thank you for your prompt attention to this matter.

Sincerely,



ARTHUR ROBINS

Individually and as authorized agent for Beth Saffer and similarly situated members of the Association pursuant to mandatory Florida law that one condominium homeowner automatically proceeds as a Class.¹

¹ See, Fla. R. Civ. P. 1221, Fla. R. Civ. P. 1222, *Lanca Homeowners, Inc. v. Lantana Cascade of Palm Beach, Ltd.*, 541 So. 2d 1121 (Fla. 1988) and its progeny (including, e.g., *The Florida Bar*, 353 So. 2d 95, 97 (Fla. 1977)) ("*the rule is necessary and that public policy is advanced by expressly declaring condominium association members a class as a matter of law*") (emphasis added).

Exhibit 9

Letter to Becker & Poliakoff



January 5, 2024

Mark D. Friedman
Becker & Poliakoff
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401

Via E-Mail:
mfriedman@beckerlawyers.com

**RE: *Saffer, et al. v. Klimas, et al.*, 15th Fla. Jud. Cir. Case No. 50-2023-CA-015733-XXXX-MB
*Palm Greens Condo 2 Upcoming Board Elections***

Dear Mark,

As you may be aware, the board elections for Number 2 Condominium Association – Palm Greens at Villa Del Ray, Inc. (“Palm Greens Condo 2”) are coming up very soon. We understand that an entity known as “BeckerBALLOT” will be supervising the elections, including but not limited to providing Palms Greens Condo 2 residents with means of submitting their votes as well as counting votes received through paper or online means. Further, BeckerBALLOT is an affiliate of your law firm, Becker & Poliakoff. The problem is that, as evidenced by our prior correspondence, you and your firm are obviously aligned with certain persons seeking election or reelection, including persons aligned with Robert Thom and others named in the ongoing lawsuit we filed and informed you about last December. This naturally undermines the fairness and integrity of the upcoming elections.

Absent agreeing to an amenable solution (discussed further below), we will be filing an amended Complaint in the above-captioned matter that will add your law firm and BeckerBALLOT to the lawsuit in order to seek an injunction and other relief regarding the upcoming elections. **If the elections go forward as is and you cannot or are unwilling to supply evidence conclusively showing all properly cast votes received were neither discarded or not counted, then we will expand the relief sought and add to the lawsuit claims against individuals involved in the supervision and administration of the election (which would include yourself).**

Furthermore, attached hereto is proof that the Condo 2 representatives (obviously intentionally) gave all residents the wrong email address in order to be set up to vote in the Becker ballot system. This is overwhelming evidence that this is a rigged vote and that you are aware of it. Accordingly, we will file suit on Monday at 5:00 p.m. and furthermore will add more than injunctive relief in the event this evidently dirty process continues.

There are numerous ways for you to fix this, one of which is to give us access to the precise and exact same voting information that your BeckerBALLOT voting system is receiving while the BeckerBALLOT voting system is receiving that information. There are of course other ways to fix this, including hiring an independent auditor to track and see all information the Becker voting

system has access to. I'm certain numerous methodologies exist and will be happy to discuss should you have alternative ideas.

We understand from working with you before that your advocacy is pinned on keeping people in power who potentially shield your law firm from being sued. In that regard, we are warning you that your law firm and your voting affiliate will be sued Monday at or before 5.00 p.m. not only for the foregoing but in addition to protect our clients from this sort of abuse.

If we hear from you favorably with a solution that a court would accept, we will not add you to the lawsuit. Otherwise, you will be added as we have indicated.

Govern yourselves accordingly.

Sincerely,

GUSTAVO D. LAGE
ELAD D. BOTWIN

By: *Elad D. Botwin*

ELAD D. BOTWIN

Exhibit 10

Letter to Becker & Poliakoff



January 29, 2024

Mark D. Friedman
Becker & Poliakoff
Becker Ballot
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401

Via E-Mail:
mfriedman@beckerlawyers.com;
info@beckerballot.com;
communications@mc.fsresidential.com

Paul Franzese, Agent
First Service Residential
1855 Griffin Road, Suite A-330
Dania Beach, FL 33004

RE: *Number 2 Condominium – Palm Greens at Villa Delray Upcoming Elections*

Dear Messrs. Friedman and Franzese:

To the extent you are represented by counsel with respect to the referenced matter, please refer this letter to your attorney.

You have caused to be announced to our clients that the upcoming election on January 31, 2024 at 10:00 a.m. will be audited by outside accountants. This is somewhat comical, because there are merely 717 votes and 717 votes could be counted by any lay person with great ease not unlike asking a child or young adult count to 717. Instead, we continue to believe that you intend to aid and abet violations of fiduciary duty toward our clients. **In order to prevent claims against you for aiding and abetting, and understanding your legal obligations, we demand as follows:**

1. We demand that you preserve all evidence regarding the voting within this election. The evidence you should preserve includes the originals of all envelopes, all ballots, all forms and all papers received from any and all homeowners casting, or attempting to cast, votes. You are directed to staple the originals of all unit owners' signature papers received by you, on the one hand, to the originals of all ballots these unit owners sent to you, on the other hand. This is the only way to conclusively confirm actual votes for Board members, on the one hand, with the names of unit owners making those votes, on the other hand. In the event you fail to preserve all such evidence with respect to this election, you will further open yourselves up to a claim of spoliation of evidence as well as similar counts as well as other violations of law depending upon the level of the violations;
2. We demand that you preserve all evidence regarding the so-called "counting" of 717

ballots, including, but not limited to, the persons doing the counting, the documents being used to tabulate, the fraud-detection mechanisms in place, and all matters appertaining and relating to confirmation that the ballots being counted are authentic and not in any way, shape or form fraudulent. In the event you fail to preserve all such evidence with respect to this election, you will further open yourselves up to a claim of spoliation of evidence as well as similar counts;

3. We demand that you preserve all evidence regarding the electronic voting mechanisms, procedures and results that have been used. This includes, without limitation, documentation showing that the incorrect email address you distributed to the 717 homeowners -- i.e., Brett@partenerwithshyft.com -- was corrected with such correction-notification sent to all 717 homeowners so that those homeowners were treated equally in terms of their voting rights. We have previously provided written notification to you of this incorrect email address, only to receive no response whatsoever. In the event you fail to preserve all such evidence with respect to this election, you will further open yourselves up to a claim of spoliation of evidence as well as similar counts.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

By: *Elad D. Botwin*

ELAD D. BOTWIN

cc: Raúl A. Reichard, Esq. <raul@reichardtornes.com>;
Jacqueline Tornes, Esq. <jackie@reichardtornes.com>;
Gustavo D. Lage, Esq. <GLage@smgqlaw.com>

Exhibit 11

Fattori's Circular



MARGE FATTORI
CANDIDATE FOR REC BOARD
Palm Greens Condo 2

EXHIBIT

FATTORI EXH. 2

exhibitstickers.com

My name is Marge Fattori, I live on Sugar Palm Court. I am a full-time resident in Palm Greens.

I am running for the Recreation Board to be more involved in this community and to stop the deceitfulness of the current Rec Board. In the last 4 years the current Rec Board has held very few open board meetings. **Rec Board Association documents have been altered without a public vote, consent forms are used to push through topics and agendas, again without a public vote.** It's time for a change of our Condo 2 representatives. **No more changes without open board meetings and votes.** I am committed to working with and supporting all clubs and events equally. I will not show any favoritism.

I think at the present time our community is divided and in shambles. We have let ourselves become divided by gossip and **false information**. I am trying to be as objective and reasonable as possible. I do not think that the best interest of this community is being represented by the people that are spreading gossip and **false information** and suing members of the board. It seems to be a clear conflict of interest between holding office and litigation. They are telling you that these lawsuits are pro bono "free" but as a reasonable person who can logically think things through to the end, the end is the community pays through our condo fees.

I want Palm Greens to be the best community to live in. The key to a great community is everyone working together along with an **accessible and transparent board**. I will be hands on with listening to your suggestions and taking them to the other members of the board for discussion.

I'm motivated, have a lot of energy and am well organized and educated. I worked in the Criminal Justice System of New Jersey for 28 years, retiring in 2012 from my position as Supervising Senior Probation Officer. In 2014 I began a second career in the Insurance industry with AAA specializing in Medicare plans and financial planning for seniors and retired from that in 2018.

I enjoy golf, reading, traveling and most of all cooking for a captive audience.

I hope you will consider voting for me for the rec board of this community.

It's time to stop the chaos.

Exhibit 12

Becker Entities

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P16000041253

Entity Name: BPBALLOT, INC.

Current Principal Place of Business:

ONE EAST BROWARD BLVD.
SUITE 1800
FT. LAUDERDALE, FL 33301

Current Mailing Address:

ONE EAST BROWARD BLVD.
SUITE 1800
FT. LAUDERDALE, FL 33301 US

FEI Number: 81-3044793

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DIREKTOR, KENNETH S ESQ.
ONE EAST BROWARD BLVD.
SUITE 1800
FT. LAUDERDALE, FL 33301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P	Title	S
Name	ROSEN, GARY C	Name	LESSER, STEVEN B
Address	ONE EAST BROWARD BLVD., SUITE 1800	Address	ONE EAST BROWARD BLVD., SUITE 1800
City-State-Zip:	FT. LAUDERDALE FL 33301	City-State-Zip:	FT. LAUDERDALE FL 33301
Title	T		
Name	LEVINE, ALLEN M		
Address	ONE EAST BROWARD BLVD., SUITE 1800		
City-State-Zip:	FT. LAUDERDALE FL 33301		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GARY C. ROSEN

P

01/08/2024

Electronic Signature of Signing Officer/Director Detail


Date

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beckerlawyers.com/professionals/allen-levine/

Becker

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Allen M. Levine

Shareholder

Ft. Lauderdale

954.987.7550

954.985.4141

ALEVINE@beckerlawyers.com

vCard

Google

May 61:57

Gary C. Rosen | Becker

beckerlawyers.com/professionals/gary-rosen/

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Gary C. Rosen

Managing Shareholder

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954.985.4133

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Kenneth S. Direktor

Shareholder

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May 61:56



If we have used BPBALLOT in the past, will all the previously loaded homeowner accounts be transferred over to the new BeckerBALLOT site? Or, do we have to start over?

BeckerBALLOT is an entirely new product and will require an initial upload of homeowners

What if someone casts a vote and then leaves the association and someone else comes in mid-vote?

Homes are often sold during a membership vote. When there is a change in ownership mid-

Are there any legal requirements that I need to be aware of if I move my association to electronic voting?

How long was BPBALLOT in business?

BPBALLOT was released within months of a new law in Florida being adopted to permit online voting in 2016. BPBALLOT, now BeckerBALLOT, was

What if some of my members want to vote by paper?

Florida law requires associations to permit owners who wish to cast a manual paper vote to do so. Those paper votes will

What is the opt in/opt out process for members?

Voters who consent to online voting can revoke their consent at any time. In addition, boards may want to offer online voting

Yes, in Florida the shared ownership statutes require that the board of directors first pass a statutorily-compliant Board Resolution Authorizing Electronic

as a voting option for some types [...]



PO Box 50
Readington, NJ 08870

Phone: 1-877-838-1110

Email: info@beckerballot.com

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Formerly BPBALLOT



BPBallot is now BeckerBALLOT!

The ORIGINAL electronic association voting software, BPBALLOT is now
BeckerBALLOT – the same great software you know, only better.

[Learn More](#)

New Feature

We are now offering a simple, integrated video conferencing

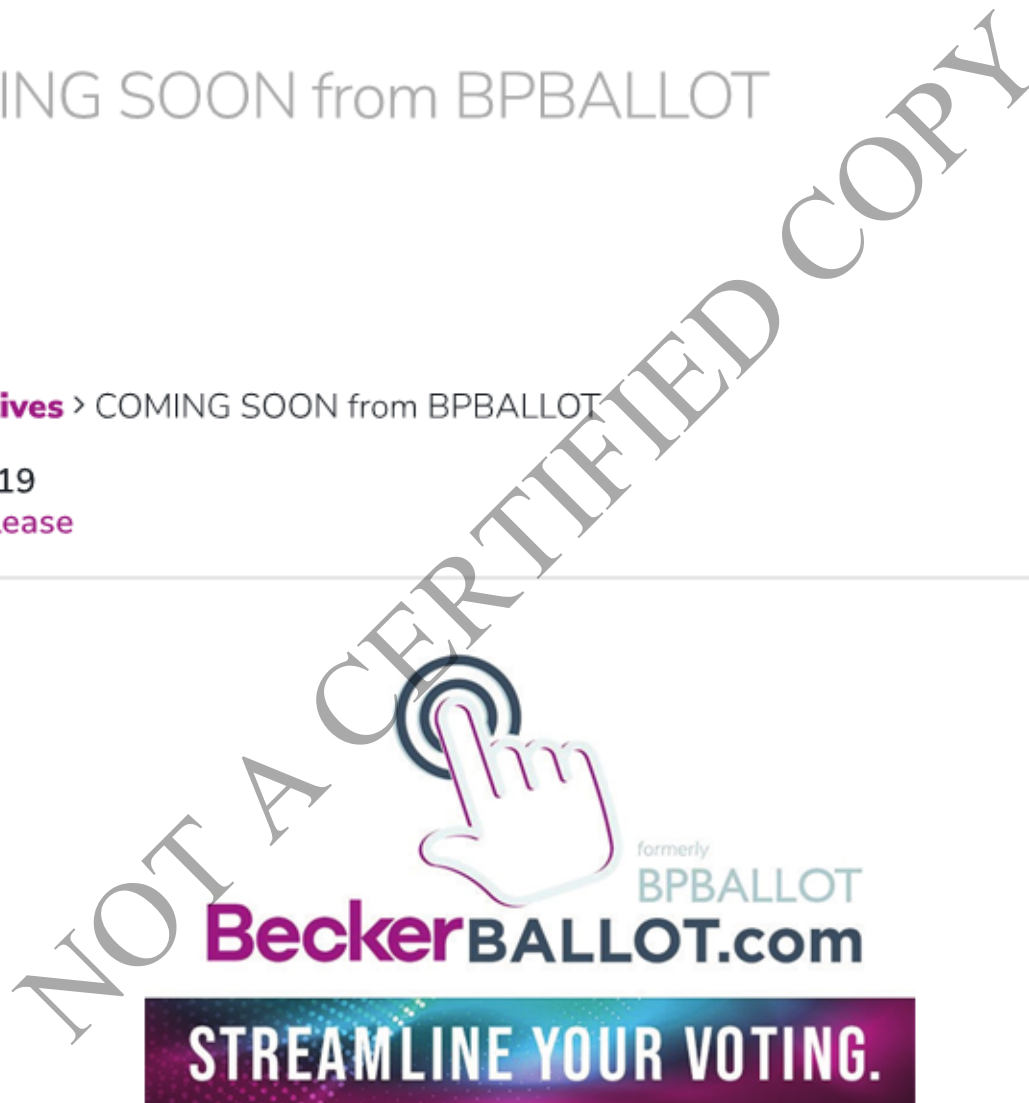


COMING SOON from BPBALLOT

Perspectives > COMING SOON from BPBALLOT

08.12.2019

Press Release



BPBALLOT, the original electronic voting software, is now BeckerBALLOT, a joint partnership between Becker & Poliakoff and SHYFT digital. As you may know, we have been hard at work to bring a new and improved VERSION II of BPBALLOT, our proprietary e-voting software, to market by September 1st. The platform offers an easy-to-use, secure, electronic-voting solution for community associations in the state of Florida and beyond! It's the same great software – only better!

What else can you expect aside from a new name? As always, our state-of-the-art technology platform will allow your association to easily and seamlessly facilitate and increase member participation in important association votes. BUT NOW, if your association signs up for annual unlimited voting, you also get the benefit of our built-in survey tool, giving you the ability to solicit opinions from members of your community. In addition, if your association is a client of Becker, you will enjoy a significant discount off regular pricing!

Benefits of BeckerBALLOT:

- Increase membership participation and significantly reduce the labor involved in tallying paper votes.
- Members can cast their votes from the convenience of their home, office, or anywhere they have access to an internet connection.
- Admins can tally votes electronically, making the process faster, more accurate, and less prone to human error.
- Eliminate typical errors and judgment calls associated with manual paper votes.
- Easily solicit opinions using our survey tool to make informed decisions for your association membership.

For more details and some Frequently Asked Questions, click [here](#)!

Stay tuned for more information as we move closer to the September 1st launch date.

If you have any questions, contact us at BeckerBALLOT@beckerlawyers.com.

Tags:

[Community Association](#)





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The BeckerBALLOT Advantage

OUR PRICING

FAQs



CONTACT US

SIGN UP FOR A DEMO

JOIN NOW

Please read these Terms and Conditions ("Terms," "Terms and Conditions") carefully before using the BeckerBALLOT website and software (the "Service") operated by Shyft Marketing ("company," "us," "we," or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

General Terms and Conditions

BeckerBALLOT.com does not provide legal advice. If you have questions about compliance or other legal requirements, please consult with your attorney.

Please review the below information carefully, and consult with your own attorney as to the meaning or effect of anything stated below.

Your access to and use of the BeckerBallot Software ("the Software") is subject to the following terms, conditions, disclaimers, and all applicable law:

The Software is proprietary property of the law firm of Becker & Poliakoff, P.A. (the "Law Firm") and may not be copied or reproduced in any form for any purpose without the express written consent of the Law Firm.

Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis.

Technical support is provided via email, phone or online chat.

You understand that the Company uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt, or change the Service.

You must not modify another website so as to falsely imply that it is associated with the Service or the Company.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of the Company.

We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violate any party's intellectual property or these Terms of Service.

Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any customer or employee will result in immediate account termination.

The Company does not warrant that (i) the Service will meet your specific requirements; (ii) the Service will be 100% uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations; and (v) any errors in the Service will be corrected.

You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if the Company has been advised of the possibility of such damages) resulting from: (i) the use of or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) or any other matter relating to the Service.

The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement

between you and the Company and governs your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have their own logins under your account).

You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including, but not limited to, copyright laws).

You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

Subscriptions

Once you sign up, you will only be able to continue using the Service by paying in advance for additional usage. If you fail to pay for additional usage, your account will be frozen and inaccessible until payment is made.

Any upgrade or downgrade in plan level will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.

Downgrading your Service may cause the loss of features or capacity of your account. The Company does not accept any liability for such loss.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. Where required, the Company will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities.

We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product or service is found, we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any overpayment made by you (as applicable).

We reserve the right to alter all product and service pricing without notice.

Cancellation and Termination

You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time within your account dashboard.

All of your content will be inaccessible from the Service immediately upon cancellation. Within 60 days, all this content will be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted.

If you cancel the Service before the end of your current paid-up month, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle.

The Company, at its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Company reserves the right to refuse service to anyone for any reason at any time.

Copyright and Content Ownership

All content posted on the Service must comply with U.S. copyright law.

We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.

The Company does not prescreen content, but reserves the right (but not the obligation) at our sole discretion to refuse or remove any content that is available via the Service.

You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New Jersey, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.

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