

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**TELISHA CATCHINGS and
CARMEN GAY on behalf of themselves and
Derivatively on behalf of Copper Ridge/Brandon
Homeowners Association and their fellow
Homeowner Members of the Copper Ridge/
Brandon, HOA,**

Plaintiffs

v.

CASE NO: 22-CA-004886

**COPPER RIDGE/BRANDON HOA,
SHAUN GOECKNER, TIMOTHY FURR,
THOMAS HIRTZEL AND CARMEN
MARIA VALDEZ,**

Defendants

**VERIFIED COMPLAINT FOR BREACH, DAMAGES AND EQUITABLE AND
INJUNCTIVE RELIEF**

COME NOW, Plaintiffs, **TELISHA CATCHINGS** (individually “Catchings” and collectively “Plaintiffs”) and **CARMEN GAY** (individually “Gay” and collectively “Plaintiffs”) on their own respective behalf and derivatively on behalf of the Copper Ridge/Brandon HOA (the “HOA”) and their fellow Homeowner Members of the Copper Ridge/Brandon HOA, by and through their undersigned Counsel, and for their Complaint for Damages and Equitable and Injunctive Relief against **SHAUN GOECKNER** (individually “Goeckner” and collectively “Individual Defendants”), **TIMOTHY FURR** (individually “Furr” and collectively “Individual Defendants”), **THOMAS HIRTZEL** (individually “Hirtzel” and collectively “Individual Defendants”) and **CARMEN MARIA VALDEZ** (individually “Valdez” and collectively “Individual Defendants”) do hereby state as follows:

JURISDICTION AND VENUE

1. This is an action for damages and equitable and injunctive relief in which the matter involves not only injunctive relief but represents a controversy which exceeds the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), exclusive of interest,

costs and attorneys' fees. This Court has jurisdiction pursuant to Section 26.012(2)(a) and (c), *Fla. Stat.*

2. Venue is proper pursuant to Section 47.011, *Fla. Stat.*

PARTIES

3. Plaintiff TELISHA CATCHINGS is a resident of Hillsborough County, Florida and is a Homeowner Member in the Copper Ridge/Brandon HOA. Ms. Catchings also currently serves as Treasurer to the Board of the HOA.
4. Plaintiff CARMEN GAY, is a resident of Hillsborough County, Florida and is a Homeowner Member in the Copper Ridge/Brandon HOA. Ms. Gay also was the prior Treasurer to the Board of the HOA.
5. Defendant COPPER RIDGE/BRANDON HOA is a validly existing Home Owners' Association as defined in Section 720.301(9), Fla. Stat. located in Hillsborough County, Florida.
6. Defendant SHAUN GOECKNER is a resident of Hillsborough County, Florida, is a member of the HOA and currently serves on the Board of HOA and as its Vice President.
7. Defendant TIMOTHY FURR is a resident of the Hillsborough County, Florida, is a member of the HOA and currently serves on the Board of the HOA and as its President.
8. Defendant THOMAS HIRTZEL is a resident of the Hillsborough County, Florida, is a member of the HOA and currently serves on the Board of the HOA.
9. Defendant CARMEN MARIA VALDEZ is a resident of the Hillsborough County, Florida, is a member of the HOA and currently serves on the Board of the HOA and as its Secretary.

STATEMENT OF FACTS

10. Defendants routinely in the past and continue to consistently operate the HOA without providing HOA of notices as required by the Bylaws and Covenants applicable to the HOA and by Statute. These actions include but are not limited to holding Board meetings without proper notice, holding elections without proper prior notice and to amending the Bylaws of the HOA without proper notice to HOA members. Examples of this method of operation include but are not limited to the following:
 - a. On April 8th 2022 attorneys for the HOA sent an email to the HOA Board to hold a meeting under the pretense of a "legal meeting." This meeting did not fall under proposed or pending litigation or meetings of the Board held for the purpose of

discussing personnel matters. An agenda was given regarding this meeting which discussed rental resolutions, meeting resolutions, amendments to be voted on by owners and a parking resolution.

- b. Goeckner, Furr and Valdes all agreed to attend the meeting. Plaintiff Catchings emailed the attorneys to state that the Membership had a right to be present and duly noticed under Section 720.303 (2)(b), Fla. Stat. Plaintiff Catchings also sent the letter certified mail to ensure delivery of this communication. The HOA Board ignored these communications and held the meeting anyway without notice to the Membership.
- c. On March 22nd 2022 an amendment to the Bylaws was recorded. No prior notice was given to the Homeowners of this Amendment to the Bylaws. The amendment changed the voting requirement for election from 92 to 184. The President of the HOA Board sent an email with the subject line "Election Process Evaluation and Recommendation." The document attached was labeled as a draft and the title of the document was "Jan 18th Meeting Question to Attorney." The draft did not state that the voting minimum for electing Board members would be raised from 10% to 20%.
- d. That document also did not reference any motion approving the new amendment due to the Board's denial that the January 18th 2022 meeting ever occurred. The email was sent on January 18th 2022 during the Board meeting where the President put this to a vote. No minutes exist for this meeting because the Board of Directors stated that there was no meeting. There is an agenda regarding the HOA Board Meeting on January 18th 2022 and there is no mention of an amendment of the Bylaws. Written on the agenda is "Notice of Board Meeting December 21, 2021." The Membership never received this Notice as the December 21, 2022 meeting was canceled.
- e. The election of HOA Board members took place on June 7th 2022. The total ballot count was 101. This occurred despite documented evidence that no proper notice was given to Homeowners, no mention of amending the Bylaws appeared on the January 18th 2022 agenda, and no minutes to verify that a motion was approved to amend the Bylaws were ever drafted. The HOA Board stood by the illegally recorded minutes that brought the threshold to 20% despite the objections of Plaintiffs and the Homeowners in attendance of the election. The current instructions from the Election Monitor is that a Magistrate Judge has to hold an arbitration to see if the threshold will be 92 or 184.
- f. Goeckner wrote an email the very next day on June 8th 2022 stating: "To dispel any questions in regard to the status of the Board, I will let Nathan issue the final but it's like this; Current members of the Board remain members of the Board without Officers Duties. At our Organizational meeting we will vote for Officers. Shall we have a short Zoom tomorrow for the Organizational Meet?"

- g. Hirtzel wrote. “Good Morning. Not sure a zoom meeting would work at this point in time due to the disparity among Board members. That said I would say the Board is frozen until a decision is made by a magistrate to determine if the election was done legally and within the rules stated prior to the announcement or is to be overturned. Nathan should choose an impartial magistrate. Nothing can be done until this is determined. It should be done as soon as soon as possible. “
 - h. Goeckner replied with the following; “As of right NOW, the State Rep has certified the Election. It’s up to THEM to challenge it if they don’t like the results. As this is a meeting amongst Board only, and there is Board business to conduct- the business of the Association continues. That’s my take.”
11. On information and belief, individual Defendants engage in the activity of creating false and fraudulent invoices for alleged payment to vendors with amounts of HOA funds thereby being improperly converted and diverted to the benefit of individual Defendants rather than the Homeowner Members of the HOA as a result. An example of such a false invoice is attached as Exhibit A hereto and is incorporated as though set forth at length herein. Further examples of these activities include but are not limited to the following:
- a. At a HOA Board meeting Homeowner Plaintiff Gay asked Hirtzel for a receipt for fencing repair that was done for a Homeowner. When asked if she could have a copy of the receipt his response was; “I did the best I could I think she was happy, let it go, let it go, let it go.” In a text conversation with the HOA Board, Hirtzel stated, “Does Carmen’s husband have the right to see the fence estimate even though the board and Vince approved same?”
 - b. Hirtzel turned in a receipt of \$750.00. A Homeowner drove to Unleashed Fencing, the company who fixed the fence and asked if they could send the Treasurer a receipt of the invoice. Unleashed Fencing emailed the receipt to the Treasurer and the amount was \$450.00 not \$750.00.
 - c. Plaintiff Catchings in her official capacity as Treasurer also found a questionable invoice dated 01/07/2020. The Invoice was paid by Copper Ridge/HOA Brandon Association. It does not show the director who submitted the Invoice. This invoice was for the use of the Farm Bureau facility in 2020. Copper Ridge/Brandon HOA did not meet at the Farm Bureau location in 2020 due to COVID. The most alarming issue about this invoice is that it is paying Somerset Homeowners Association rental space fee, this community does not belong to Copper Ridge/Brandon HOA and it should not have been approved to be paid.
12. Defendants routinely hold “emergency meetings” which do not qualify as emergency meetings and fail to send a notice to Homeowner Members. Examples of these activities include but are not limited to the following:
- a. On February 7, 2022, Hirtzel mentioned that he asked for an emergency meeting with all Board members and Board attorneys prior to the next meeting. Nathan an attorney from Frazier and Bowles said it was, in fact, possible and we were able

to do it, however he never set it up. Valdes then mentions in a text message that an emergency meeting was requested two weeks ago and nothing has happened. Goeckner instructed that “It must be called by Secretary. Send an email and copy board?”

- b. The meeting that took place on February 11, 2022 did not constitute an emergency meeting. The Board renamed the meeting a “Legal Meeting. The Homeowners received no prior notice of this meeting.
13. Defendants routinely hold Board meetings via email and do not include Homeowner Members. An example of those activities include but are not limited to the following:
 - a. On December 2nd 2022, Goeckner Vice President of the HOA Board presented to the Board to pay Chans Haas \$2,799.87 for Christmas lights. This was done all by text message and not at an HOA Board Meeting.
14. On information and belief, individual Defendants wrongfully convert and improperly divert funds and assets of the HOA to their own personal benefit breaching individual Defendants’ fiduciary duties Homeowner Members. An example of those activities include but are not limited to the following:
 - a. An invoice that had handwritten amounts on the invoices and were a copy of original vendor invoices. For example, Plaintiff Catchings reached out to Danielle Fencing and they verified that the receipts with the handwritten amounts was not their receipts. The receipts that they verified as improper had Goeckner’s personal address on them.
15. Defendants routinely fail to create and maintain customary official documents and records for the HOA as required by Section 720.303, *Fla. Stat.* and the Bylaws of the HOA including but not limited to meeting minutes, meeting notices, financial and accounting records, accurate, itemized and detailed receipts and expenditure documents, accurate tax returns and financial statements and reports and election-related documentation. Examples of those activities include but are not limited to the following:
 - a. On April 26, 2022 the HOA Board received an email from the property management company. The email was an official records request from Homeowner Plaintiff Gay for minutes for the months of January, February March of 2022. Plaintiff Gay received a reply back from the property management company on behalf of the Board that there were no Board meetings for January, February, or March 2022. However, there were meetings for January, February and March 2022 that can be verified by recordings. Although the Board stated that in March 2022 there was not a meeting there are minutes for March 2022.
 - b. The HOA has not provided minutes for June and July of 2021. Evidence of HOA board meetings being held in June and July of 2021 exist in audio recordings. The minutes have not been approved for May, September, October, or November of 2021.

16. Individual Defendants make fraudulent misrepresentations to HOA Homeowner Members.
 - a. On May 19th 2022, Plaintiff Gay hosted a Town Hall meeting with Plaintiff Catchings as guest speaker to show the Homeowners some questionable documentation. Plaintiffs and a few other Homeowners walked the neighborhood between the dates of May 12 to 15, 2022 to put flyers on Homeowners doors to notify them about the Town Hall Meeting.
 - b. A letter was mailed out, emailed and posted on Facebook and Nextdoor from Furr, the President of the HOA, and Goeckner, the Vice President of the HOA, informing the Homeowners to help the Association take action, please officially report any unwanted or uncomfortable interactions to the Association by emailing neighborhoodwatch@copperridgeHOA.com. It further stated that “If you are able to obtain the person(s) name or safely obtain a photo of the person(s) outside your home, the Association will use the procedures given to it in the governing documents to stop the solicitation from happening to you and your family at your home in our community.”
17. Individual Defendants engage in intimidating and threatening actions against any HOA Homeowner Member who expresses a desire to examine the official documents of the HOA or who request explanations from Defendants as to what appear to be highly questionable transactions, events of breach of fiduciary duty by individual Defendants owed to their HOA Homeowner Members or which in any manner question the possible failure by Defendants to be compliant with Chapter 720, *Fla. Stat.* or the HOA’s own Bylaws. In addition to the example indicated supra, an additional example of those actions include but are not limited to the following:
 - a. During the “Emergency Meeting”, Hirtzel told Plaintiff Catchings: “I’m about to not be so nice.” This was the same meeting that Plaintiff Catchings was asked to resign and refused.
 - b. Later, on February 12th 2022, Plaintiff Catchings’ door was damaged from an attempt to break into her residences. The coincidence is interesting. A police report was filed.

COUNT I-BREACH OF FIDUCIARY DUTIES BY INDIVIDUAL DEFENDANTS

18. Plaintiffs restate and reallege the allegations as contained in Paragraphs 1 through and including 17 above as though the same were set forth at length herein.
19. The Individual Defendants as Directors and Officers of the Board of Directors of the HOA owe a fiduciary duty to the Plaintiffs and the other Homeowner Members of the HOA. Each Individual Defendant has the duty of candor in the control and management and administration of the affairs of the HOA as well as a duty to act in good faith, fairly, loyally and in the interest in and for the benefit of the Homeowner Members of the HOA

as a whole rather than making decisions based upon any personal gain or interest or engaging in self-dealing.

20. The Individual Defendants have and continue to knowingly, willfully, wantonly and recklessly, directly and indirectly breach and violate their respective fiduciary duties to Plaintiffs and to the other Homeowner Members of the HOA by engaging in transactions for the purpose of the personal benefit and gain of the Individual Defendants, including but not limited to the acts outlined supra.
21. The Individual Defendants have routinely engaged and continue to engage in transactions which are for their own respective benefit and gain and not the benefit or gain of the HOA, the Plaintiffs or the other Homeowner Members of the HOA
22. The Individual Defendants have also engaged in other acts as may be discovered in this action when the information which Individual Defendants has withheld from Plaintiffs and from the other Homeowner Members of the HOA is discovered from any forensic accounting as might be allowed by this Court.
23. The actions of the Individual Defendants have caused Plaintiffs and their fellow Homeowner Members of the HOA to suffer and to continue to suffer material damages and harm.
24. As a result of the actions of the Individual Defendants, Plaintiffs, the HOA and the other Homeowner Members of the HOA have been materially damaged and will continue to be materially damaged unless the relief sought herein by Plaintiffs is provided by this Court.
25. All conditions precedent to the bringing of this cause of action by Plaintiffs have been met or have been waived.

WHEREFORE, Plaintiffs on their own behalf and derivatively on behalf of the HOA and their fellow Homeowner HOA Members respectfully demand judgment jointly and severally against Individual Defendants for damages, pre and post judgment interest, costs, attorneys' fees, forensic or other accounting, injunctive relief and such other and further relief as this Court may deem appropriate and available to the Plaintiffs in the premises.

**COUNT II-BREACH OF CONTRACT BY THE INDIVIDUAL DEFENDANTS
(BREACH OF THE HOA COVENANTS AND THE BYLAWS OF THE HOA)**

26. Plaintiffs restate and reallege the allegations as contained in Paragraphs 1 through and including 17 above as though the same were set forth at length herein.
27. In Florida, a breach of contract claim has the following elements: (a) a valid contract, (b) a material breach, (c) causation and (d) damages. *Handi-Van, Inc. v. Broward Cty.*, 116 So.3d 530, 541 (Fla. 4th DCA 2013).

28. The actions of the Individual Defendants as outlined above, constitute a knowing, intentional, willful, wanton and reckless, direct and indirect, disregard and breach of the applicable terms of the Covenants of the HOA, the Bylaws of the HOA, and Statutes including but not limited to terms related to recordkeeping, accounting, noticing to Homeowner Members, amendment of Bylaws and accounting and financial reporting and recordkeeping.
29. Plaintiffs, the HOA and the fellow Homeowner Members of the HOA have been and continue to be materially damaged by this disregard for and breach of the HOA Covenants, Bylaws, and Statutes by the Individual Defendants. The exact amount of said damages cannot be discerned or ascertained until Plaintiffs, the HOA and Plaintiffs' fellow Homeowner Members of the HOA receive a forensic accounting of the financial transactions engaged in by the HOA and by the Individual Defendants purportedly on behalf of the HOA.
30. All conditions precedent have been performed by Plaintiffs in bringing this Motion or have been waived.

WHEREFORE, Plaintiffs on their own behalf and derivatively on behalf of the HOA and their fellow Homeowner HOA Members respectfully demand judgment jointly and severally against Individual Defendants for damages, pre and post judgment interest, costs, attorneys' fees, forensic or other accounting, injunctive relief and such other and further relief as this Court may deem appropriate and available to the Plaintiffs in the premises.

**COUNT III-CONVERSION AND MISAPPROPRIATION OF THE ASSETS OF THE
HOA BY THE INDIVIDUAL DEFENDANTS**

31. Plaintiffs restate and reallege the allegations as contained in Paragraphs 1 through and including 17 above as though the same were set forth at length herein.
32. Under Florida law, the tort of conversion is the "wrongful exercise of dominion or control over property to the detriment of the rights of one entitled to possession. *Quitman Naval Stores Co., et. al. v. Conway*, 63 Fla. 253, 58 So. 840 (1912); *Wilson Cypress Co. v. Logan*, 120 Fla.124, 162 So. 489 (1935).
33. Under Florida law, the elements of conversion are: (a) an act of dominion wrongfully asserted, (b) over another's property and (c) inconsistent with the another's ownership therein. *West Yellow Pine Co. v. Stephens*, 80 Fla. 298, 86 So. 241 (1920); *Armored Car Service, Inc. v. First National Bank of Miami*, 114 So.2d 431 (Fla. App. 3d 1959).
34. As outlined above and as may be further demonstrated from the discovery and any forensic accounting provide by this Court, the Individual Defendants have knowingly, wantonly, recklessly and intentionally, directly and indirectly, exerted dominion and control over the funds and assets of the Plaintiffs, the HOA and Plaintiffs' fellow Homeowner Members of the HOA to the detriment of the same who are entitled to possession of those funds and assets and have consistently acted in a manner inconsistent

with the rights of the Plaintiffs, the HOA and Plaintiffs' fellow Homeowner Members of the HOA in and to those assets and funds and have wrongfully deprived Plaintiffs, the HOA and Plaintiffs' fellow Homeowner Members of the HOA of the same.

35. All conditions precedent have been performed by Plaintiffs in bringing this Motion or have been waived.

WHEREFORE, Plaintiffs on their own behalf and derivatively on behalf of the HOA and their fellow Homeowner HOA Members respectfully demand judgment jointly and severally against Individual Defendants for damages, pre and post judgment interest, costs, attorneys' fees, forensic or other accounting, injunctive relief and such other and further relief as this Court may deem appropriate and available to the Plaintiffs in the premises.

COUNT IV-FORENSIC ACCOUNTING RECEIVERSHIP AND OTHER RELIEF

36. Plaintiffs restate and reallege the allegations of Paragraphs 1 through and including 17 above as though the same were set forth at length herein.
37. This is an action for a forensic accounting brought by Plaintiffs against the Individual Defendants individually and derivatively on behalf of the HOA and their fellow Homeowner Members of the HOA.
38. As a result of the fiduciary relationship that the Individual Defendants have with Plaintiffs as Members of the HOA, to the HOA and to Plaintiff's fellow Homeowner Members of the HOA, Plaintiffs on their own behalf and on behalf of the HOA and their fellow Homeowner Members in the HOA have a right to an accounting of all financial transactions engaged in by the HOA and by the Individual Defendants purportedly on behalf of the HOA.
39. Pursuant to Fla. R. Civ. P. 1.620, Plaintiffs are authorized to petition a Court of competent jurisdiction to appoint a receiver for the HOA and its assets without notice if: (a) it appears from specific facts shown by affidavit or verified complaint that immediate and irreparable injury, loss or damages will result before a hearing can take place, (b) the movant's attorney must certify in writing any efforts that have been made to give notice and the reasons why notice should not be required, and (c) the Court states the reasons the notice was not required and how irreparable harm might result if immediate action is not taken. The request of Plaintiffs herein meets all of these requirements.
40. A decision by this Court to appoint the receiver requested by Plaintiffs is a power which resides inherently in a court of equity and is a matter entirely within the discretion of this Court. See *Alderson on Receivers*, p. 156 and the conclusion reached on p. 168. It is entirely appropriate for this Court to grant Plaintiffs' request for appointment of a receiver in this instance where the urgency of preserving and protecting the assets of the Plaintiffs, their fellow Homeowner Members and of the HOA are so clearly threatened. See *Kerr on Receivers* (8th Ed.) pg. 156. Appointment of a receivership is entirely appropriate given the current and ongoing immediate risk of further fraud, diversion,

dissipation, destruction, deterioration or waste of assets. *See Cassara v. Wofford*, 159 Fla. 565, 28 So.2d 904, 905 (1947); *Apalachicola Northern Railroad v. Sommers*, 79 Fla. 816, 85 So.361, 362 (1920). That is exactly the situation the Plaintiffs bring to the Court with this Motion.

41. Because of the non-compliant operation and governance of the HOA for an extended period of time as well as the possible wrongful conversion and diversion of HOA assets, there is an immediate need for a complete and thorough audit and accounting of the record-keeping procedures of the HOA, the status of the current HOA official records, the prior financial transactions engaged in by the HOA and the current financial condition of the HOA.
42. Plaintiffs have no remedy at law that is as full, adequate and expeditious as they have in equity in this regard.
43. All conditions precedent have been performed by Plaintiffs in bringing this Motion or have been waived.

WHEREFORE, Plaintiffs respectfully request that this Court enter an order that a forensic accounting is appropriate and thereafter, after the forensic accounting has been had, that this Court enter an Order balancing the equities, adjusting the accounts of the Parties and rendering complete justice between and among the Parties, appoint a special master to take the accounting; appoint a receiver for the HOA or other neutral person; and for such other and further relief as this Court may deem appropriate and available to Plaintiffs in the premises.

COUNT V-TEMPORARY RESTRAINING ORDER

44. Plaintiffs restate and reallege the allegations as contained in Paragraphs 1 through and including 17 above as though the same were set forth at length herein.
45. Pursuant to Fla. R. Civ. P. Rules 1.610, upon proper showing, the Court may grant the Plaintiffs temporary injunction or restraining order to protect their assets, the assets of their fellow Homeowner Members of the HOA and the assets of the HOA of which Plaintiffs are Homeowner Members.
46. As outlined above, Individual Defendants have routinely in the past and continue to routinely operate and govern the HOA without regard to the requirements of applicable Statutes, the Bylaws or Covenants of the HOA or Individual Defendants' fiduciary duties to the Plaintiffs, to Plaintiffs' fellow Homeowner Members of the HOA and to the HOA, itself.
47. On information and belief, the Individual Defendants continue to engage in actions which intentionally, wrongfully and improperly convert and divert assets of the Plaintiffs, Plaintiffs' fellow Homeowner Members of the HOA and of the HOA to the Individual Defendants' own benefit and use without regard to the rights of the Plaintiffs, the Plaintiff's fellow Homeowner Members of the HOA or of the HOA, itself.

48. Plaintiffs possess a clear right to the issuance of a temporary restraining order and/or preliminary injunction against the Individual Defendants in order to stop the Individual Defendants from operating and governing the HOA in violation of Statute and the HOA Bylaws and Covenants and to stop the Individual Defendants from intentionally and wrongfully converting and diverting the assets and funds of the Plaintiffs, Plaintiffs' fellow Homeowner Members of the HOA and of the HOA to their own benefit and disregarding Individual Defendants' fiduciary duties to the Plaintiffs, to Plaintiffs' fellow Homeowner Members of the HOA and to the HOA, itself.
49. Unless this Court issues the requested temporary restraining order or preliminary injunction, a clear danger exists that Individual Defendants will simply continue their fraudulent and non-compliant operation and governance of the HOA and that assets properly belonging to the Plaintiffs, Plaintiffs' fellow Homeowner Members of the HOA and to the HOA and existing for the benefit of all of the same will be immediately further intentionally and wrongfully converted and diverted by the Individual Defendants to their own exclusive benefit and use.
50. Plaintiffs have no remedy at law that is as full, adequate and expeditious as they have in equity in this regard, and, given the facts at the disposal of the Plaintiffs, the likelihood of the Plaintiffs prevailing at any trial of these issues is strong.
51. All conditions precedent have been performed by Plaintiffs in bringing this Motion or have been waived.

WHEREFORE, Plaintiffs respectfully request that this Court enter an order temporarily restraining the Individual Defendants from engaging in the administration of HOA activities and transactions until the matters that are the subject matter of this action are fully and properly resolved by this Court and for such other and further relief as this Court may deem appropriate and available to Plaintiffs in the premises.

RESERVATIONS

Plaintiffs reserve the right to amend this Complaint to seek punitive damages at an appropriate time.

Respectfully submitted this 15th day of June, 2022.

/s/ George Harder, esq.

George Harder, esq.

Fla. Bar No. 88649

James C. Patterson, esq.

Fla. Bar No. 211842

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VERIFICATION OF PLAINTIFFS

I HEREBY VERIFY AND SWEAR, that to the best of my knowledge and belief, that the facts and circumstances contained in the foregoing Complaint are true, correct and accurate.

Telisha Catchings
Telisha Catchings, Plaintiff

Carmen Gay
Carmen Gay, Plaintiff

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED before me, this 15 day of June, 2022, by Telisha Catchings and by Carmen Gay, who are either [] personally known to me or [] who have produced a Florida driver's license as identification.

Alison Francis
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/10/2024

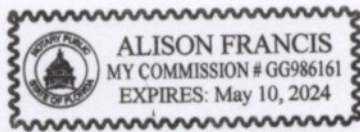


EXHIBIT “A”

INVOICE

BILL TO
Copper Ridge

INVOICE 1080
DATE 03/25/2022
DUE DATE 03/25/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Remove and reinstall	Remove pickets with graffiti and reinstall new pickets in place behind 812 Cape Cod	1	450.00	450.00

BALANCE DUE

\$450.00

EXHIBIT
A

Unleashed Fencing

7402 W Short Rd
Plant City, FL US
(813) 833-2259
unleashedfencing@gmail.com

INVOICE

BILL TO
First Service Residential

INVOICE 1080
DATE 03/25/2022
DUE DATE 03/25/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Remove and reinstall	Remove 5 sections of pickets and reinstall new	1	750.00	750.00
BALANCE DUE				\$750.00