

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR LEE COUNTY, FLORIDA**

STEVE M. GEMPELER, as beneficiary  
of the Charlotte C. Stube Trust and the  
George H. Stube Marital Trust,

CASE NO. 18-CP-2371

Plaintiff,

v.

WILLIAM L. STUBE, individually, and as  
trustee of the Charlotte C. Stube Trust and the  
George H. Stube Marital Trust, and  
BARBARA STUBE, GEORGE R. STUBE and  
MATTHEW G. GEMPELER, as beneficiaries of  
the Charlotte C. Stube Trust and the  
George H. Stube Marital Trust,

Defendants.

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**AMENDED COMPLAINT FOR TERMINATION OF TRUST, TO REMOVE  
WILLIAM L. STUBE AS TRUSTEE, AND FOR DAMAGES<sup>1</sup>**

Plaintiff Steve M. Gempeler (“Steve”), by and through undersigned counsel, files this action for termination of the George H. Stube Marital Trust (the “Marital Trust”); for removal of Defendant William L. Stube (“William”) as trustee of the Marital Trust; and for surcharge, damages, attorneys' fees, and costs against William, individually and as trustee, regarding both the Marital Trust and the Charlotte C. Stube Trust (“Charlotte Trust”). In support of this action, Plaintiff states:

**Parties, Jurisdiction, and Venue**

1. This is an action filed by Steve, as beneficiary of two trusts known as the Charlotte Trust and Marital Trust (sometimes hereinafter collectively referred to as the “Trusts”) seeking: i) termination of the Marital Trust, or in the alternative, removal of William as trustee of the Marital Trust; and ii) surcharge, damages, attorneys' fees, and costs against William, individually and as trustee

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<sup>1</sup> By filing this amended complaint, Plaintiff does not intend to waive the defaults previously entered against defendants George R. Stube and Matthew G. Gempeler.

of the Trusts. This is otherwise an action pursuant to Fla. Stat. §736.0201 seeking this Court's intervention in the administration of both Trusts.

2. Steve is a qualified beneficiary of the Trusts, pursuant to Fla. Stat. §736.0103(16). Steve is a resident of Washington, D.C.

3. William is the Trustee of the Trusts, as defined by Fla. Stat. §736.0103(23), and is also a beneficiary of the Trusts, as defined by Fla. Stat. §736.0103(4). William is a resident of Waukesha County, Wisconsin.

4. The other named beneficiaries of the Trusts are Barbara Stube ("Barbara"), George R. Stube ("George"), and Charla Gempeler ("Charla").

5. As Charla passed away in August 2008, her trust interests go to her surviving heirs and descendants, namely Steve and Defendant Matthew G. Gempeler.

6. Barbara Stube, George R. Stube, Defendant William, Steve and Matthew G. Gempeler are the only qualified beneficiaries of the Trusts.

7. Barbara Stube, George R. Stube and Matthew Gempeler are named as defendants in this action by virtue of their respective interests in the Trusts and because they may or may not wish to participate in this litigation and are entitled to notice.

8. Barbara Stube is a resident of Colorado.

9. George R. Stube is a resident of Wisconsin.

10. Matthew G. Gempeler is a resident of Washington, D.C.

11. The amount in controversy exceeds \$15,000.00, not including interest, attorneys' fees and costs.

12. This Court has subject matter jurisdiction pursuant to Fla. Stat. §§736.0201 and 736.0203.

13. Venue is proper pursuant to Fla. Stat. §736.0204 and because Article X of the Marital Trust suggests a mandatory forum selection clause in Lee County.

14. The Court has personal jurisdiction over Defendant William since he serves as a trustee of two trusts that were created by settlors who were residents of this state at the time of the creation of the trusts. *See* Fla. Stat. §736.0202(2)(a)(3). The Court also has personal jurisdiction over the Defendant since he committed a breach of trust in this state. *See* Fla. Stat. §736.0202(2)(a)(5) and 48.193(1)(a)(2). Defendant is also subject to personal jurisdiction in this state under Florida's long arm statute, including since he was engaged in substantial and not isolated activity within this state. *See* Fla. Stat. §48.193(2). The Court also has personal jurisdiction over Defendant William based on telephonic, electronic or written communications into Florida such that he could reasonably anticipate being hauled into a Florida court to defend himself.

15. Steve has retained the undersigned attorneys to represent him in these proceedings and has agreed to pay them their reasonable attorneys' fees and costs.

#### **The Marital Trust**

16. On February 17, 1989, George H. Stube created a trust known as the George H. Stube Trust.

17. George H. Stube is deceased.

18. As of George H. Stube's death, the Marital Trust was created under Article XVI of the George H. Stube Trust.

19. A true copy of the George H. Stube Trust, and the Article XVI Marital Trust, is attached as **Exhibit A**.

20. The George H. Stube Trust and the Marital Trust were created in Lee County, Florida, and, at that time, the grantor, George H. Stube, was a resident of Lee County, Florida.

21. The Marital Trust is governed by Florida law pursuant to Article VIII of the Marital Trust.

22. Charlotte C. Stube was a beneficiary of the Marital Trust but died on June 26, 2015.

23. Upon Charlotte C. Stube's death, Defendant William was then trustee of the Marital Trust, and, as trustee, was required to distribute all accumulated income and principal to William L. Stube, Barbara L. Stube, George R. Stube and Charla R. Gempeler.

24. Defendant William as trustee has failed to distribute the income and principal of the Marital Trust in violation of the clear and unambiguous terms of the Marital Trust, and in violation of his fiduciary duties.

25. The Marital Trust held a financial account at UBS Financial Services in Lee County, Florida ("MT Account"). Although this account was recently closed, it is the subject matter of the wrongs committed by Defendant William.

26. The Marital Trust also has a trust asset which is an investment in a limited partnership known as Gales Place Associates Limited Partnership ("Partnership").

27. Put another way, the Marital Trust is a limited partner in the Partnership.

28. The Partnership owns an interest in a large apartment complex called Benning Court Apartments, located at 1701-1703 Benning Road NE, Washington, D.C. 20002 (sometimes referred to as "Gales Place").

29. The Marital Trust's interest in Gales Place is equal to 11.866670% of the property.

### **The Charlotte Trust**

30. On February 17, 1989, Charlotte C. Stube created the Charlotte Trust in Lee County, Florida.

31. Charlotte C. Stube amended and restated her trust.

32. A true and correct copy of the Charlotte Trust is attached hereto as **Exhibit B**.

33. Charlotte C. Stube was a resident of Lee County, Florida at the time of the creation of the Charlotte Trust and when it was amended and restated.

34. The Charlotte Trust is governed by Florida law pursuant to Article VIII.

35. The only remaining asset held by the Charlotte Trust is a financial account at UBS Financial Services in Lee County, Florida (“CT Account”). This Court, then, has jurisdiction over the trust “res” or property.

### General Allegations

36. As Trustee, William owes a number of duties pursuant to the Florida Trust Code and Florida law, including without limitation:

- a. a duty to administer the Trusts in good faith, and in accordance with their terms and purposes and the interests of their beneficiaries;
- b. a duty to keep qualified beneficiaries of the Trusts reasonably informed of the trusts and their administration;
- c. a duty to prudently administer the Trusts;
- d. a duty to act impartially in administering the Trusts, giving regard to the beneficiaries’ respective interests;
- e. a duty of loyalty to the beneficiaries of the Trusts, including a duty to refrain from self-dealing and conflicted transactions with respect to Trust assets; and
- f. a duty to incur only reasonable expenses in the administration of the Trusts.

37. William has breached his duties as trustee to his beneficiaries.

38. William has not provided all relevant information to his beneficiaries and has provided incomplete or only partial and misleading information.

39. William has failed to account; failed to properly administer the Trusts; has taken unreasonable and excessive trustee fees; provided inconsistent and misleading information regarding Gales Place; and made repeated attempts, including through the use of threats and in reliance on his position as trustee, to obtain or use trust property for his own personal gain and/or for that of his son, William Stube II (“Billy Stube”).

40. William has been engaged in acts of self-dealing and conflicted transactions.

41. William blocked all beneficiaries from accessing, or obtaining information regarding, Gales Place.

42. William is unfit to serve as trustee of the Trusts.

43. Due to William's wrongs, William has caused consequential and special damages to Plaintiff, which Plaintiff specifically pleads, including attorneys' fees and costs.

44. The beneficiaries have attempted on multiple occasions to obtain information regarding Gales Place from William and from the management company of Gales Place, to no avail.

45. William obtained a Market Valuation for Gales Place bearing an effective date of September 10, 2014 and a report date of October 10, 2014, prepared by Novogradac & Company, Certified Public Accountants ("Appraisal"). The Appraisal states that the market value of Gales Place as of September 10, 2014 is \$9,800,000, and that the hypothetical market value is \$11,500,000. Since the Marital Trust owns 11.866670% of Gales Place, the market value of the Marital Trust's ownership interest in Gales Place as of September 2014 was approximately \$1.16 million, with a hypothetical market value of approximately \$1.36 million, or between \$580,000 and \$680,000 for each of the Marital Trust's two units.

46. William has been in possession of the Appraisal since at least early April 2016, if not before.

47. William failed to provide the Appraisal to the beneficiaries.

48. Upon information and belief, William provided information regarding Gales Place to his son, Billy Stube, even though William failed to provide the same information to the beneficiaries and notwithstanding the fact that Billy Stube is not a beneficiary of the Marital Trust.

49. William has also misrepresented the true value of Gales Place in an effort to lead the beneficiaries to believe that the property was worth significantly less than its true market value so that so that he or his son, Billy Stube, could eventually purchase their respective interests in the property at a price far below market value.

50. In accordance with William's instructions sent to all beneficiaries, Steve entered into binding and enforceable written property sales agreements with the other beneficiaries for the purchase of their respective interests in Gales Place.

51. On March 29, 2016, Matthew Gempeler and Steve entered into a written Property Sales Agreement, a copy of which is attached hereto as **Exhibit C**, wherein Matthew Gempeler agreed to sell his 1.483338% (or .25 unit) ownership interest in Gales Place to Steve for \$15,000.

52. On April 13, 2016, George R. Stube and Steve entered into a written Property Sales Agreement, a copy of which is attached hereto as **Exhibit D**, wherein George R. Stube agreed to sell his 2.966675% (or .5 unit) ownership interest in Gales Place to Steve for \$27,500.00.

53. On August 31, 2016, Barbara Stube and Steve entered into a written Property Sales Agreement, a copy of which is attached hereto as **Exhibit E**, wherein Barbara Stube agreed to sell her 2.966675% (or .5 unit) ownership interest in Gales Place to Steve for \$35,000.00.

54. Pursuant to the foregoing Property Sales Agreements, George R. Stube, Barbara Stube and Matthew Gempeler deposited the monies paid to them by Steve for their respective interests in Gales Place.

55. William has breached his fiduciary duties by demanding half or all of the Marital Trust's ownership interest in Gales Place. William has made repeated attempts, including through the use of threats and in reliance on his position as trustee, to purchase Steve's interest in Gales Place and the interests Steve has acquired from the other beneficiaries in Gales Place.

56. William initially acknowledged the validity of Steve's purchases of the other beneficiaries' respective interests in Gales Place. However, after Steve declined to sell the shares he had purchased from the other beneficiaries to William or his son, Billy Stube, William became antagonistic and has refused to recognize Steve's purchases as legitimate.

57. In or around April or May 2016, William sold his ownership interest in Gales Place to his son, Billy Stube, for an unknown price.

58. In July 2016, William submitted a transfer request of his ownership interest in Gales Place to be transferred to his son, Billy Stube, but has taken the inconsistent and irreconcilable position of refusing to recognize, and refusing to cause the Partnership to recognize, the transfers of the other beneficiaries' interests in Gales Place to Steve.

59. The Partnership initially denied transfers to both Billy Stube and Steve. Steve's transfer was denied due to incomplete paperwork provided by William evidencing Steve to be a descendant of the limited partner – bypassing a first right of refusal. William never provided Steve with this information. Following the denial, William asserted for over two years through various communications that the Partnership definitively rejected the transfer to Steve and that there was no way to change the Partnership's decision.

60. Although William blocked beneficiaries from communicating with the Gales Place management, William did not preemptively block communication directly with the Partnership. Steve eventually contacted the general partner of the Partnership in September 2018 seeking to have the Partnership approve the transfers of the interests in Gales Place that he purchased without triggering the right of first refusal in the Partnership agreement. Steve was told the reason for the denial and subsequently provided the Partnership appropriate documents evidencing his descendance. The general partner is now willing to approve the transfer upon William submitting all appropriate information. William has refused to submit the information to have the Gales Place transfers approved without triggering the right of first refusal.

61. Over a year after Steve entered into the last Property Sales Agreements with the other beneficiaries, and after repeated requests, William's counsel finally provided Steve's counsel with a copy of the Appraisal on September 26, 2017. It was only then that Steve, and subsequently, the other beneficiaries, received the Appraisal.



62. By virtue of William's actions, one of the beneficiaries, Barbara Stube, has been seeking to "undo" the Property Sales Agreement that she entered into with Steve for her respective interest in Gales Place.

63. William's actions constitute a breach of his duties of impartiality and loyalty. William has also placed his own interests above those of the beneficiaries, including Steve.

64. By virtue of its ownership interest in Gales Place, the Marital Trust has received annual dividends generated from rental income on the property. The beneficiaries have never received any portion of these annual dividends, even though William required that the beneficiaries, including Steve, pay individual taxes on such rental income for at least the 2016 tax year, and in every other year, such taxes were paid by the Marital Trust.

65. In July 2018, the Marital Trust received a dividend check in the amount of \$20,753.84 for rental income from the year 2017, which should have been deposited into the MT Account and proportionately allocated to Steve based on his ownership stake in Gales Place. It appears, however, that this dividend check was never deposited into the MT Account.

66. William failed to disclose that he closed the MT Account in July 2018. Steve learned of this from UBS. Based on information obtained through discovery, it appears William deposited the 2017 rental income dividend into an account at Chase Bank. But, William has still failed to proportionally allocate or distribute the 2017 rental income dividend (and any subsequently issued dividends) to Steve based on his interest in Gales Place.

67. William has also been paid excessive Trustee fees from both Trusts.

68. Steve was entitled to receive the disbursement of his sub-account in the CT Account on his 35<sup>th</sup> birthday, on November 27, 2018. However, William improperly conditioned the disbursement of the funds upon: i) payment of an excessive trustee fee; and ii) a "complete release" of "all current and future claims" against him. While Steve ultimately received the disbursement without providing William a release, William took an excessive trustee fee of \$20,782.25 on September

11, 2018. Upon information and belief, William's actions were designed, in part, to punish Steve for Steve refusing to transfer certain interests in Gales Place to William or his son, Billy Stube.

69. Removal of William as trustee is not inconsistent with a material purpose of the Marital Trust.

70. Attorneys' fees and costs and damages should be awarded to Plaintiff from William individually, William's share of the Trusts, and/or from the Trusts.

### **Count I – Termination of Marital Trust**

71. Plaintiff repeats and re-alleges each of the above paragraphs as if fully stated herein.

72. This is an action seeking to terminate the Marital Trust.

73. Article XVI(E) of the Marital Trust provides that when Charlotte becomes deceased, William is required to distribute "all accumulated income and principal" of the Marital Trust to the beneficiaries (namely, William, Barbara Stube, George R. Stube and Charla Gempeler, or their descendants), within a reasonable period after Charlotte's death.

74. Florida Statutes §736.0817 also provides that "Upon the occurrence of an event terminating or partially terminating a trust, the trustee shall proceed expeditiously to distribute the trust property to the persons entitled to the property . . ."

75. After Charlotte's death in June 2015, William distributed all stock and cash in the MT Account held by the Marital Trust to the beneficiaries. However, William has failed to expeditiously distribute the remaining asset in the Marital Trust (i.e., Gales Place) to the beneficiaries, including Steve.

76. William submitted a request to transfer his ownership interest in Gales Place to his son, Billy Stube, but has taken the inconsistent and irreconcilable position of refusing to recognize, and refusing to cause the Partnership to recognize, the transfers of the other beneficiaries' interests in Gales Place to Steve.

77. William is estopped from denying the validity of the Gales Place transfers as: i) William represented to Steve and the other beneficiaries that they could transfer their interests in Gales Place; ii) Steve relied on William's representations; and iii) based on William's representations and Steve's reliance thereon, Steve paid \$77,500.00 to purchase other beneficiaries' interests in Gales Place.

**WHEREFORE**, Plaintiff respectfully requests that this Court: a) terminate the Marital Trust; b) ordering William to recognize, and to cause the Partnership to recognize, the transfers of the interests of Barbara Stube, George R. Stube and Matthew Gempeler in Gales Place to Steve, including by ordering William to complete and submit to the Partnership all necessary paperwork to effectuate the transfers; c) award Plaintiff his reasonable attorneys' fees and costs; and d) grant any further relief that this Court deems just and proper.

**Count II – Breach of Fiduciary Duty, Surcharge, and Other Relief (Marital Trust)**

78. Plaintiff repeats and re-alleges each of the above paragraphs as if fully stated herein.

79. This is an action for breach of fiduciary duty, surcharge and other relief against William in his fiduciary and individual capacities.

80. At all times material hereto, William was the trustee of the Marital Trust and a fiduciary of the Marital Trust.

81. William owed fiduciary duties to Plaintiff as a beneficiary of the Marital Trust.

82. William breached his fiduciary duties by, among other things: blocking access to certain trust assets; failing to properly administer the Marital Trust; taking excessive trustee fees and unjustly requesting further trustee fees; providing inconsistent and misleading information regarding the valuation of Gales Place; and making repeated attempts, including through the use of threats and in reliance on his position as Trustee, to obtain or use trust property for his own personal gain and/or for that of his son, Billy Stube.

83. As a direct result and proximate cause of William's breach of his fiduciary duties, Plaintiff and the Marital Trust suffered pecuniary damage.

84. Since Steve has invoked the jurisdiction of this Court to address the wrongs of Defendant William, this Court may intervene, surcharge William, and otherwise take actions to rectify the wrongs committed by William, limited only by this Court's sound discretion.

**WHEREFORE**, Plaintiff respectfully requests that this Court: a) enter judgment in his favor and against William individually and as trustee, finding that William breached his fiduciary duties; b) award damages, including without limitation, consequential and special damages, to Plaintiff and the Marital Trust; c) award Plaintiff his reasonable attorneys' fees and costs; d) surcharge William individually and order him to return any missing funds to the Marital Trust, plus interest and damages; and e) grant any further relief that this Court deems just and proper.

**Count III – Breach of Fiduciary Duty, Surcharge, and Other Relief (Charlotte Trust)**

85. Plaintiff repeats and re-alleges each of the above paragraphs as if fully stated herein.

86. This is an action for breach of fiduciary duty, surcharge and other relief against William in his fiduciary and individual capacities.

87. At all times material hereto, William was the trustee of the Charlotte Trust and a fiduciary of the Charlotte Trust.

88. William owed fiduciary duties to Plaintiff as a beneficiary of the Charlotte Trust.

89. William breached his fiduciary duties by, among other things: failing to properly administer the Charlotte Trust; taking excessive trustee fees; conditioning his compliance with the terms of the Charlotte Trust on Steve acceding to impermissible demands designed to further his individual interests; and using his control over the Charlotte Trust to attempt to coerce Steve to sell certain interests in Gales Place to him or his son, Billy Stube.

90. William, in his capacity as trustee, treated himself, as a beneficiary, differently than he treated his other beneficiaries.

91. William also breached his fiduciary duties and failed to properly administer the Charlotte Trust by unilaterally issuing large distributions to and for himself in violation of Section 10.5 of the Charlotte Trust and without issuing similar distributions to other beneficiaries. This was a breach of William's duty of impartiality, and his duties to avoid conflicts of interests, to refrain from acts of self-dealing, to be loyal to the beneficiaries, and to administer the Charlotte Trust in good faith. William made these distributions to himself, calling them "gifts" on the checks he wrote to himself—and did not make similar "gifts" or distributions to his beneficiaries.

92. For example, William distributed the following sums to himself from the Charlotte Trust:

- a. \$1,000.00 as a birthday gift on September 19, 2011;
- b. \$10,000.00 as a "2012 gift" on July 2, 2012;
- c. \$3,000.00 as a second "2012 gift" on August 22, 2012;
- d. \$10,000.00 as a "2013 gift" on May 4, 2013;
- e. \$3,000.00 as a birthday gift on September 9, 2013;
- f. \$10,000.00 as a "2014 gift" on May 15, 2014;
- g. \$4,000.00 as a birthday gift on September 18, 2014; and
- h. \$14,000.00 as a "2015 gift" on January 12, 2015.

93. The distributions or "gifts" to and for William were in violation of not only the Florida Trust Code, and William's duties under Florida law, but also the plain and unambiguous language of the trust document – such self-dealing "gifts" were not based on an ascertainable standard.

94. The trust document placed restrictions on how William, as trustee, could make distributions to himself.

95. The trust document did not permit William to make gifts to anyone, let alone himself.

96. William's ability to make distributions to himself were limited by an ascertainable standard—i.e., health, education, maintenance, and support.

97. William also breached his fiduciary duties and failed to properly administer the Charlotte Trust by issuing distributions to individuals who are not beneficiaries under the trust, such as his son, Billy Stube, and his wife, Carol Stube.

98. For example, on December 19, 2013, William disbursed \$500.00 from the Charlotte Trust to his son, Billy Stube, and on March 18, 2014, and March 15, 2014, William made two disbursements of \$500.00 each from the Charlotte Trust to his wife, Carol Stube, even though neither Billy Stube nor Carol Stube are beneficiaries of the Charlotte Trust.

99. William also breached his fiduciary duties and failed to properly administer the Charlotte Trust by issuing unauthorized distributions to beneficiaries.

100. For example, on April 18, 2016, William transferred from the Charlotte Trust \$137,682.45 to Barbara Stube.

101. Pursuant to sections 6.3 and 13.5 of the Charlotte Trust, Barbara Stube was only entitled to receive from the Charlotte Trust \$50,000.00 upon Charlotte Stube's death.

102. The distribution referenced in paragraph 100 was not authorized by the Charlotte Trust.

103. As a direct result and proximate cause of William's breach of his fiduciary duties, Plaintiff and the Charlotte Trust suffered pecuniary damage.

104. Since Steve has invoked the jurisdiction of this Court to address the wrongs of Defendant William, this Court may intervene, surcharge William, and otherwise take actions to rectify the wrongs committed by William, limited only by this Court's sound discretion.

**WHEREFORE**, Plaintiff respectfully requests that this Court: a) enter judgment in his favor and against William individually and as trustee, finding that William breached his fiduciary duties; b) award damages, including without limitation, consequential and special damages, to Plaintiff and the Charlotte Trust; c) award Plaintiff his reasonable attorneys' fees and costs; d) surcharge William

individually and order him to return any missing funds to the Charlotte Trust, plus interest and damages; and e) grant any further relief that this Court deems just and proper.

**Count IV – Removal of William as Trustee of the Marital Trust**

105. Plaintiff repeats and re-alleges each of the above paragraphs as if fully stated herein.

106. To the extent the Court does not grant the relief sought in Count I hereof, then in the alternative, this count seeks the removal of William as Trustee of the Marital Trust due to his serious breach of trust.

107. Florida Statutes §736.1001 provides that to remedy a breach of trust that has occurred or may occur, the court may suspend the trustee, or remove the trustee as provided in section 736.0706.

108. Florida Statutes §736.0706 provides that the court may remove a trustee for, among other things, a serious breach of trust.

109. William has committed a serious breach of trust, by, among other things:

- a. failing to administer the Marital Trust in good faith, and in accordance with their terms and purposes and the interests of the beneficiaries;
- b. failing to keep the qualified beneficiaries of the Marital Trust reasonably informed of the trust and its administration;
- c. failing to act impartially in administering the Marital Trust, giving regard to the beneficiaries' respective interests;
- d. failing to obey his duty of loyalty to the beneficiaries;
- e. engaging in self-dealing and conflicted transactions with respect to trust assets;
- f. failing to prudently administer the Marital Trust; and
- g. failing to incur only reasonable expenses in the administration of the trust.

110. William's actions as Trustee in breach of his fiduciary duties have caused damage to the Marital Trust and its beneficiaries.

111. William is unfit, unwilling, or has persistently failed to administer the Marital Trust effectively, and removal of William as Trustee best serves the interests of the beneficiaries.

**WHEREFORE**, to the extent the Court does not grant the relief sought in Count I hereof, then in the alternative, Plaintiff respectfully requests that this Court: a) remove William as Trustee of the Marital Trust, pursuant to Sections 736.0706 and 736.1001; b) grant appropriate relief under Section 736.1001(2) as necessary to protect the trust property or the interests of the beneficiaries; c) award Plaintiff his reasonable attorneys' fees and costs; and d) grant any further relief that this Court deems just and proper.

**PANKAUSKI HAUSER PLLC**

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via email/e-portal this 13th of August, 2019 upon:

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