

RECEIVED

FEDERAL ELECTION COMMISSION

JULY 9, 2020 2:39 PM

OFFICE OF GENERAL COUNSEL

Federal Election Commission Complaint

In Re: Dr. William Figelsthaler
 Dr. Fig For Congress
 Mathew Hurley

MUR 7759**Brief Factual Summary**

Dr. William Figelsthaler, his congressional campaign, Dr. Fig for Congress, Mathew Hurley and Rachael Schaaf (Hurley's girlfriend) are illegally conspiring and colluding to secretly launder campaign funds through corporate shells to Hurley in order to assist Hurley to evade his legitimate creditors. In so doing, they are lying about Hurley's direct involvement with the campaign and the fact that he has been paid or is owed in excess of \$100,000 or more for services he has rendered to the campaign. In conspiring with Hurley to defraud his creditors, Fig and the campaign have committing criminal and civil violations of Federal Election Commission laws and regulations by compensating Hurley without disclosing said expenditures to the FEC. When they were caught by the press and Hurley's creditors, Fig and his campaign, rather than admit their wrongdoing, have redoubled their efforts to corruptly hide these secret payments from creditors and the FEC rather than acknowledge that Hurley is using the campaign to direct the payment of campaign funds to himself.

Background

In August of 2019 and proceeding through December of 2019 multiple judgments were entered by the Florida courts against Mathew Hurley in connection with a widely reported scheme that he undertook wherein he swindled and failed to pay the Atrium and other claimants hundreds of thousands of dollars. (*see Addendum A, Court Documents*). These judgments total in excess of \$750,000. Hurley's conduct was so egregious that the trial court in one case declared that Hurley had willfully and deliberately disregarded the Court's authority. (*Id.*)

During this same time, Dr. William Figelsthaler and his campaign hired Hurley and his companies, Southeastern Strategies and Landslyde, to essentially run the entire enterprise. Mr. Hurley began working as the main political consultant for Dr. William Figelsthaler. (*Id at Witnesses*). In order to avoid collection of those judgments and shield his income, Mr. Hurley formed the two shell companies, Southeastern Strategies, LLC ("SES") and Landslyde Media Group, LLC, on November 12, 2019, using his live-in girlfriend, Rachael Schaaf, as a front person.¹ SES has been paid at least \$40,000 by the campaign as its primary strategic consultant Mr. Hurley is that consultant, not Ms. Schaaf. Landslyde has been brokering advertising for the

¹ Interestingly, the Addendum details that both of these entities had "precursor" entities that had been formed before. SES, now an LLC, was originally SES, Inc., allegedly incorporated by Hurley's now deceased grandmother, Geraldine Staff (whose house was quitclaimed to Hurley shortly before her death and where he resides with Schaaf). Landslyde was originally formed as Landslyde Digital, LLC using a Mr. Jason Owens as a front person. Apparently, Mr. Hurley knowingly forged Mr. Owens signature on the formation documents of that entity. Owens filed a complaint claiming that and sued Hurley for doing this without permission.

campaign using Schaaf as a front for Hurley. Under general industry practice Landslyde would collect about 10% of the total advertising dollars placed by the campaign (expected to exceed \$500,000.00 in this case). It has been rumored that Dr. Fig may also be making direct payments to Hurley through his medical practice.

Rachael Schaaf is a 25 year old realtor with no political experience and, prior to the story breaking in the press, had minimal and non-managerial campaign involvement.² We have provided a list of 12 well respected people that confirm that Hurley is Dr. Fig's main consultant. (*Id.*). In addition, we have attached a package of e-mails showing that Hurley is actively running the campaign. (*Addendum B*).

On June 18, 2020, Hurley was arrested and jailed in connection with the judgments against him for, once again, disregarding the Court's orders and authority. (*See Addendum C, Mugshot*) Rather than admit its fraudulent practices and the fact that it employs a corrupt and irresponsible scofflaw as the leader of its effort to put Dr. Fig in congress, Dr. Fig and his campaign lied to the public and reporters that broke the story, falsely claiming that neither "I, nor my campaign or my medical practices have any affiliation, direct or otherwise with Matt Hurley"

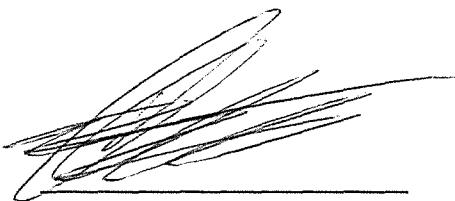
This lie was soon outed by the press, who Dr. Fig attacked and accused of being "fake news" and "elitist liberals" without actually addressing the substance of the issue. Because Hurley is effectively running the campaign, he, Dr. Fig and Hurley's girlfriend, Rachael Schaaf, are now using the Campaign and campaign funds to falsely claim that Schaaf, a recent college graduate with an English literature degree (that herself claims to be a realtor) has somehow been the campaign's "Senior" political advisor. This is in contrast to the fact that Hurley has a significant history of political involvement, not her. (*see Addendum A*).

It is also directly contradicted by many prominent individuals, including supporters of Dr. Fig's campaign who all state that Hurley is their principal point of contact. (*see Addendum A - Witnesses*). More to the point, EffectTV/Comcast, NBC (WBBH-TV, WZVN-TV) and WINK have all confirmed that it is Hurley, not Schaaf, that directly places all advertising for the campaign. Hurley then has Schaaf sign off on the advertising he has ordered or uses a digital signature that he forges every time he makes the ad buys in order to hide from his creditors. Hurley receives substantial commissions through his shell companies from the Fig campaign for the placement of the advertising, a scheme designed to hide the payments from the FEC and, in turn, Hurley's creditors.

Surprisingly, Dr. Fig and his campaign, if they were not participants in this fraud, would have been expected to disavow the activity when the stories broke. Instead they continued to try to protect Hurley, continuing to violate the law and to support a known swindler who is disregarding the authority of our courts, allowing him to run the campaign and to use it as a shield to protect himself.

² It is believed that Hurley is using her digital signature to make the ad purchases.

The undersigned hereby swears and affirms under oath that the afore mentioned allegations are true and correct to the best of their knowledge and belief.



Name

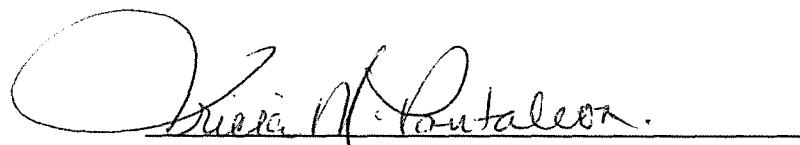
Christopher H. Brown
1532 Jackson Street
Fort Myers, FL 33901

Address

STATE OF FLORIDA

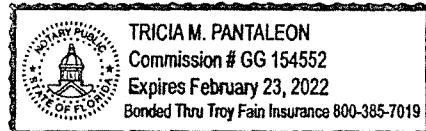
COUNTY OF LEE

The foregoing was sworn to and subscribed before me acknowledged before me this 2nd day of July, 2020, by Christopher Brown, who is personally known to me or produced personally known as identification and for the purposes therein expressed.



Notary Public; State of Florida

My Commission Expires:



Addendum A

SECTIONS

- Summary
- Witnesses / Possible Affidavits

All Documentation

- Landslyde Digital
- Southeastern Strategies
- Contracts
- Social Media
- Additional Matt Hurley LLCs
- The Campaign Team Email
- Court Documents

SUMMARY

Congressional candidate Dr. William Figlesthaler (Dr. Fig) is laundering money and violating Federal Election Commission (FEC) campaign laws by concealing payments to an active campaign employee, in order to assist that employee in evading creditors seeking to collect on judgments.

The Figlesthaler campaign is paying two LLCs that serve as fronts for Matthew "Matt" Hurley, one of which is registered in his girlfriend's name. It is alleged he is also paying Hurley through his medical practice. That would be illegal. Hurley owes nearly one million dollars in judgments.

BREAKING FEC LAWS

FEC laws demand total transparency. When a candidate pays a vendor, staffer, and / or consultant, they must disclose that person. Any amount expended in excess of \$200 must be disclosed by the campaign, both the recipient and the amount. A knowing and willful violation of the FEC rules may be punished with criminal sanctions.

Matt Hurley

Matthew "Matt" Hurley is earning income as a top consultant for the Figlesthaler campaign, but he is not being reported on campaign filings.

Hurley is listed on campaign literature as part of the "campaign team" (ATTACHED: See the screenshot of the Dr. Fig Campaign Team email). However, most obviously, Matt Hurley has spent the last six months by Dr. Fig's side, introducing him to grassroots organizers, voters, and potential donors. (ATTACHED: a list of several people, who have had meetings with Hurley and Dr. Fig as recent as two weeks ago). Hurley sometimes introduces himself as a consultant to the campaign and is clearly in attendance to do campaign work for Dr. Fig.

EVADING JUDGMENT / CREDITORS

Dr. Fig is knowingly avoiding disclosure on campaign reports and conspiring with Hurley to evade judgment, avoid creditors, and hide income because of Hurley's numerous lawsuits. Judgements against him total almost one million dollars. (SEE ATTACHED COURT DOCUMENTS)

To hide income, Hurley has set up a web of shell companies with people who front them. These entities, some of which are being sued, include Landslyde Digital, Southeastern Strategies, Torchlight Productions, Youngbloods, H2 Capital, Hidden Treasures Matlacha, and the Southwest Innovation Center. (SUNBIZ DOCUMENTS ATTACHED)

As described in detail later in this document, the most egregious shell company is Southeastern Strategies (SES) with a most obvious "front man." SES's sole agent/member, who is one of Dr. Fig's top paid political consultants, is a 25-year old girl who no political experience at all. She identifies professionally as a realtor. **She also happens to be Matt Hurley's girlfriend.** They share the same home address.

The Figlesthaler campaign has paid the 25-year old realtor, *with no experience at all in politics, \$39,615.56* since November. (ATTACHED FEC expenditures to SES attached)

Furthermore, it is alleged that Dr. Fig is paying Hurley privately through his medical practice. If that's the case, Fig would be paying for campaign related work and not disclosing it on FEC reports, which is criminal.

Matt Hurley does not want to publicly report income because he is being sued for:

- failure to pay rent
- failure to pay for architectural and design services

The following have been awarded damages:

- Norman Liddell
- Studio Plus
- Atrium

The combined judgments against Hurley total \$754,708.32

THE TWO MAIN LLCs
Southeastern Strategies (SES) & Landslyde Digital

Important note:

Both of these companies have existed before or were reconstituted. For example, SES previously existed as a corporation; it's now an LLC, with a different agent (ALL PREVIOUS AND CURRENT SUNBIZ DOCUMENTS ATTACHED). Interestingly enough, **both were filed for creation on the exact same date and time** - November 12, 2019, 8:00AM, only days after Dr. Fig announced his run for congress for Southwest Florida congressional district 19. (DOCUMENTS ATTACHED)

SOUTHEASTERN STRATEGIES (SES)

Southeastern Strategies (SES) was first incorporated as a political consulting company in May of 2014.

With this LLC, we begin to see Hurley's penchant for hiding behind people he utilizes as the LLC's registered agent. Hurley conducted business as SES's principal. (SEE ATTACHED CONTRACTS AND FEC REPORTS FOR CANDIDATES FRED FORBES AND MICHAEL DREIKHORN). However, the registered agent for SES was a 75-year old woman with no experience at all in political consulting - Geraldine Staff at 14501 Grande Cay Circle #2702. Staff is Hurley's now-deceased grandmother.

That address, in a high-end Fort Myers community called Gulf Harbour, is where Matt and his girlfriend Rachael Schaaf live today. (SEE ATTACHED SOCIAL MEDIA RELATIONSHIP STATUS AND PICTURES). Once the grandmother passed away, Hurley purchased her Gulf Harbour condo for \$10 (ATTACHED QUIT CLAIM DEED). Matt and Rachael moved in.

Rachael Schaaf

25-year old Rachael Schaaf is the top paid political consultant for one of the most high-profile, well-funded campaigns in Southwest Florida. Yet, she has no experience at all in campaigning or politics. Professionally, by her own definition on social media, she identifies as a realtor. (ATTACHED - SOCIAL MEDIA).

With no experience in politics and more than likely, little interaction with Dr. Fig himself (meaning not working for the campaign), it's clear she is being used to accomplish two goals: avoid FEC disclosure and hide income. That income, so far, paid directly to her LLC is just shy of \$40,000.

LANDSLYDE DIGITAL

Landslyde Digital was first formed in 2016, with Chris Berardi listed as the LLC's sole manager/agent. That changed in 2017, more than likely because Berardi went to work for Congressman Francis Rooney's office.

In 2017, the next registered agent became Jason Owens. The problem: *Owens didn't know that!*

Jason Owens & Forgery

Once again, we see the lengths that Hurley will go to in order to keep his name off of LLCs. The Landslyde Digital filings on the Florida Division of Corporations' Sunbiz website show Owens discovered he was the agent in 2018. He wrote the Division of Corporations, saying he "never consented or electronically signed to be the registered agent."

He added, "I believe that Matthew J. Hurley of 8191 College Parkway, Suite 301 electronically forged my name." (ALL SUNBIZ DOCUMENTS ATTACHED)

Landslyde went inactive and was reconstituted on November 12, 2019.

Collin Osborne

Today, the LLC's agent is Collin Osborne, a longtime business partner of Matt Hurley (ATTACHED: their connections through Youngbloods and other LLCs). At face value, this seems to be satisfactory. Osborne has worked in digital for years. However, **someone has to ask whether or not Osborne is paying Hurley for campaign related work**, funneled through Landslyde. Since December, Landslyde has been paid **\$200,062.20**.

Another Landslyde issue brings up a host of new questions. Landslyde is making all of the media ad buys, but the person signing off on them is **Rachael Schaaf**. (ATTACHED: AGREEMENTS with NBC, ABC, CBS, CW, & FOX radio). She signed off on all of the buys and used a Landslyde email. **Is this an even stronger indication that money is being funneled through Landslyde to Matt Hurley?** Standard operating procedure for consultants is to take 10-15% of the buy.

Witnesses / Possible Affidavits

WITNESSES / POSSIBLE AFFIDAVITS

This is a list of people who have been contacted by Matt Hurley on behalf of Dr. Fig in the capacity as his consultant. You will find a personal mobile phone with each one and an email address when available. The names are prioritized by the people most likely to have extensive details on Hurley's involvement in the campaign.

Lisa Nakfoor

She worked with the campaign. She will attest to the fact Hurley works directly for the campaign and serves as a main consultant. She would be able to describe Hurley's extensive campaign involvement in a highly detailed manner.

Rickey Nelson

Nelson was an employee of the campaign. Matt Hurley has stated to multiple people that "Rickey and Dr. Fig had a bad falling out." Rickey would also be able to describe, in detail, Hurley's involvement.

Joe Fogg

Fogg held a fundraiser for Dr. Fig. Notably, at that fundraiser, Dr. Fig began taking questions. He could not answer questions on policy or more specifically, about the campaign itself. Matt Hurley stepped in and answered most of the questions *for* Dr. Fig *directed at* Dr. Fig in front of the entire crowd.

Garrett Richter

Richter is a former State Senator and major supporter of Dr. Fig. He has taken multiple meetings alongside Dr. Fig and Hurley; the three have worked in tandem trying to convince others to support Dr. Fig.

Paige Kreegel

Kreegel is a former Florida State Representative. Like Garret Richter, Kreegel has also taken meetings with Hurley, Dr. Fig, and other individuals they targeted for support. Kreegel gave Dr. Fig's team access to his mail list of supporters. Kreegel publicly signed on to a mail piece to endorse and fundraise for Dr. Fig. This is a common practice in campaigns, where incumbents, candidates, or past candidates often rent out the list or give it to a campaign. This was more than likely coordinated by Hurley, well-versed in this practice. (SEE ATTACHED MAIL PIECE)

Heather Fitzenhagen

Hurley contacted her directly in just the last couple weeks on behalf of Dr. Fig. She is a candidate running against Dr. Fig.

Jo Ann DeBartolo

DeBartolo first met with Dr. Fig and Matt Hurley in early December. She had and seems to continue to have extensive contact with the campaign, both Dr. Fig and Hurley.

Anthony Thomas

Thomas is a local community organizer and political activist. Only a few weeks ago, he worked with Hurley to have Dr. Fig appear at a recent event in the Dunbar community.

Adele Amico

On Thursday, December 12 of last year, she hosted The Estero Republican Club Christmas party where Matt Hurley introduced Dr. Fig and aggressively sought out support for him.

Jason Maughan

He attended the aforementioned party.

Chauncey Goss

Goss is a governing board member of the South Florida Water Management District. Hurley and Dr. Fig met with him seeking his support.

Byron Donalds

Donalds is also a candidate for Congress, running against Dr. Fig in CD-19. Dr. Fig and Hurley met with him March of 2020, in an attempt to convince him to drop out of the race.

Landslyde Digital

- All LLC documents
- Statement from Jason Owens claiming Matt Hurley forged his name
- Broadcast contracts, signed by Rachael Schaaf

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Landslide Digital LLC
(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jason Owens

(Contact Person)

(Firm/Company)

(Address)

Fort Myers, FL 33966

(City/State and Zip Code)

For further information concerning this matter, please call:

Jason Owens

(Name of Contact Person)

at (Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:
 \$25 Filing Fee \$55 Filing Fee & Certified Copy

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Landslide Digital, LLC

2. The Florida document/registration number assigned to this limited liability company is:

L16000058971

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 5/16/2018

4. I, Jason Owens, hereby withdraw/resign as a
(Print Name of Person Resigning)

Registered Agent/Manager
(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.



Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)

Certified Copy: \$30.00 (Optional)

FILED
FLORIDA
MAY - 7 AM 9
2018
TALLAHASSEE, FLORIDA

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L1600058971

Entity Name: LANDSLYDE DIGITAL, LLC

Current Principal Place of Business:

8191 COLLEGE PKWY, STE 301

FORT MYERS, FL 33919

Current Mailing Address:

8191 COLLEGE PKWY, STE 301

FORT MYERS, FL 33919 US

FEI Number: 81-1947857

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

OWENS, JASON

8191 COLLEGE PKWY, STE 301 -

FORT MYERS, FL 33919 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: JASON OWENS

05/01/2017

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR

Name OWENS, JASON

Address 8191 COLLEGE PKWY, STE 301

City-State-Zip: FORT MYERS FL 33919

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON OWENS

MANAGER

05/01/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date

116000058971

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

05/07/18--01017--014 **25.00

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

To the FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS,
I am hereby reporting that I never consented or electronically signed to be the registered
agent/ Manger of Landslyde Digital LLC. Someone else electronically signed my name without
my knowledge or approval. I did not realize until today(5/1/2018) that I was actually listed as
the registered agent/ Manger of Landslyde Digital LLC.

Is there any way to tell who signed electronically on my behalf such as IP address, internet
provider, location, or MAC address of the computer ? I am very upset that I was listed as RA/
manager as I had no idea and would like to be removed as soon as possible.

I believe that Mr. Matthew J. Hurley of 8191 College Parkway, Suite 301 electronically forged
my name. Is there any way that I can report this issue so that he will not do this again? It seems
to be a very serious issue that he would forge my name on my behalf to be the RA/ manager of
an LLC. Additionally, is there any additional documentation that you can provide me on
when/how my name was set to be the registered agent/ Manger?

Any help is appreciate, thank you.
Jason Owens

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L19000281926
FILED 8:00 AM
November 12, 2019
Sec. Of State
crico

Article I

The name of the Limited Liability Company is:

LANDSLYDE MEDIA GROUP LLC

Article II

The street address of the principal office of the Limited Liability Company is:

2310 SW 17TH PLACE #305
CAPE CORAL, FL. 33991

The mailing address of the Limited Liability Company is:

2310 SW 17TH PLACE #305
CAPE CORAL, FL. 33991

Article III

The name and Florida street address of the registered agent is:

COLLIN OSBORNE
2310 SW 17TH PLACE #305
CAPE CORAL, FL. 33991

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: COLLIN OSBORNE

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
COLLIN OSBORNE
2310 SW 17TH PLACE #305
CAPE CORAL, FL. 33991

L19000281926
FILED 8:00 AM
November 12, 2019
Sec. Of State
crico

Signature of member or an authorized representative

Electronic Signature: COLLIN OSBORNE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

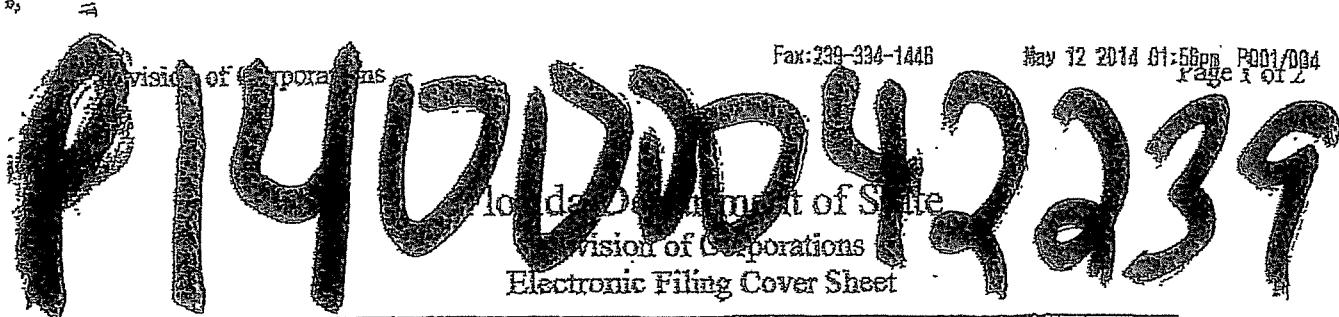
Southeastern Strategies

- All INC and LLC documents, as well as info on Geraldine Staff and the Quit Claim Deed. It also has the payments made to SES, taken directly from the FEC website with the Figlesthaler campaign's reported disclosures. The total is just shy of \$40,000.

Fax:239-334-1446

May 12 2014 01:56pm P001/004

Page 1 of 2



Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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H140001128293ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 517-6381

From:

Account Name : KNOTT, EBELINI, HART & HAAK, P.A.
Account Number : 07210900455
Phone : (239) 334-2722
Fax Number : (239) 334-1446

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION

Southeastern Strategies, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	03
Estimated Charge	\$78.75

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CORPORATIONS

Fax:239-334-1446

May 12 2014 01:56pm P002/004

((H14000112829 3)))

ARTICLES OF INCORPORATION
OF
SOUTHEASTERN STRATEGIES, INC.

The undersigned incorporators to these Articles of Incorporation, natural persons competent to contract, hereby form a corporation for profit under the laws of the State of Florida.

ARTICLE I.

NAME: The name of this corporation shall be Southeastern Strategies, Inc.

ARTICLE II.

ADDRESS: The principal office address and mailing address of this corporation is 14501 Grand Cay Circle, #2702, Fort Myers, FL 33908.

ARTICLE III.

NATURE OF BUSINESS: This corporation is organized for the purpose of transacting any and all lawful business.

ARTICLE IV.

CAPITAL STOCK: This corporation is authorized to issue one hundred (100) shares of par value common stock at a par value of \$1.00 per share of common stock.

ARTICLE V.

TERM OF EXISTENCE: This corporation shall have perpetual existence.

14 MAY 2014
DRAFTING
DIVISION

Fax: 239-334-1446

May 12 2014 01:56pm PU03/004

(((H14000112829 3)))

ARTICLE VI.

INITIAL REGISTERED AGENT AND OFFICE: The name and street address of the initial registered agent and office of this corporation are:

David L. Ciccarello, Esq.
 Knott Ebelini Hart
 1625 Hendry Street, Third Floor
 Fort Myers, FL 33901

ARTICLE VII.

DIRECTORS: The initial Board of Directors shall consist of one (1) member, who need not be a resident of the State of Florida or shareholders of the corporation.

ARTICLE VIII.

INITIAL DIRECTORS: The names and addresses of the initial directors who shall hold office for the first year of existence of the corporation or until their successors have been elected and qualified are:

NAME	ADDRESS
Geraldine Staff	14501 Grand Cay Circle #2702 Fort Myers, FL 33908

ARTICLE IX.

INCORPORATORS: The names and addresses of the incorporators to these Articles of Incorporation are as follows:

NAME	ADDRESS
Geraldine Staff	14501 Grand Cay Circle #2702 Fort Myers, FL 33908

Fax: 239-334-1446

May 12 2014 01:56pm P004/D004

((H14000112829 3)))

ARTICLE X.

EFFECTIVE DATE: These Articles of Incorporation shall be effective upon approval by the Secretary of State of the State of Florida.

ARTICLE XL.

AMENDMENT: These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the shareholders and approved at a shareholders' meeting by a majority of the stock entitled to vote thereon, unless all of the Directors and all of the shareholders sign a written statement manifesting their intention that a certain amendment to the Articles of Incorporation be made.

The undersigned incorporators have executed this Articles of Incorporation this day of May, 2014.

SOUTHEASTERN STRATEGIES, INC.

Geraldine Staff, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been caused to accept service of process for Southeastern Strategies, Inc. at the place designated in the Articles of Incorporation, David L. Ciccarello, Esq., agrees to act in this capacity and agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and accepts the duties and obligations of Section 607.0305, Florida Statutes.

Dated: May , 2014

David L. Ciccarello
Registered Agent

17 MAY 12 PM 5:30 1968

Geraldine Staff

1939 - 2017

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Geraldine Staff

Fort Myers, Florida - Geraldine Louise Staff, 78, passed away peacefully surrounded by family on December 14, 2017 at Hope Hospice in Cape Coral, Florida. Geraldine was born in Brooklyn, New York on August 9, 1939. Prior to retiring to Florida in the 80s, Geraldine and her husband, Jim, founded and operated Staff Carpet in Springfield, Illinois. Always willing to lend an ear, Geraldine was a kind and loving soul who left a positive impact on the lives of everyone she came across. In retirement, she was an active card player, Broadway musical enthusiast, and world-traveler. In all, Geraldine helped create thousands of lasting memories for all those she has left behind.

Geraldine is survived by: daughters, Kelly Stern (George), Stacy Lippson, Jackie Hurley (Terry), her son, John Staff (Debbie); sisters, Barbara Bates Raber and Allison Davis; brothers, Ken Dudley and Roy Benton Jr., as well as six grandchildren and three great-grandchildren.

Geraldine was preceded in death by her mother Mary Benton Haines, husband Jim Staff, and sisters Donna Giovanniello and Deborah Vetter. A visitation will be held at 10 am on Wednesday, December 20 at the Harvey-Engelhardt Funeral Home at 1600 Colonial Boulevard, Fort Myers, FL 33907. Following the visitation, there will be a memorial service at 11 am officiated by Pastor Kathy Lyons-Frumoff. Geraldine's family has established a higher education scholarship fund in her honor.

Donations can be made to the Geraldine Staff Education Impact Fund at 8191 College Parkway Suite 301, Fort Myers,

...will go toward funding education for

INSTR # 2016000082030, Doc Type D, Pages .1, Recorded 04/19/2016 at 12:51 PM,
Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D \$1225.00 Rec. Fee
\$10.00 Deputy Clerk CMASSEY

175,000

Prepared by & Return to:
Matthew Hurley
14501 Grande Cay Circle, #2702
Fort Myers, FL 33908

QUIT CLAIM DEED

Made this 1st day of April, 2016, A.D.

By: Geraldine L. Staff, Trustee of the Geraldine L. Staff Revocable Trust Agreement Dated April 21, 1997 hereinafter called the grantor to: Matthew J. Hurley whose post office address is 14501 Grande Cay Circle, #2702, Fort Myers, Fl. 33908 herein called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and successors and assigns of corporations.)

Witnesseth, that the grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim, and demand which the said grantor has in and to, all that certain land and building in Lee County, Florida viz:

Strap #: 30-45-24-21-00027.2702
Legal: Grande Cay Section II Condo DESC OR 3007/2802
PH 4 BLDG 27 UNIT 2702 (Unit 2702, Building 27, Phase 4, Grande
Cay Section II, a Condominium according to the Condominium
Declaration as recorded in Official Record Book 3007, Page 2802,
and as subsequently amended, all in the Public Records of Lee
County, Florida)

Together with an undivided share in the common elements and all appurtenances thereto
appertaining and specified in said Condominium Declaration along with all tenements and hereditaments
thereto belonging or in anywise appertaining.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit, and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first
above written.

Signed, sealed, and delivered in our presence:

Major Harvey

Geraldine L. Staff Trustee
Geraldine L. Staff, Trustee for the
Geraldine L. Staff Revocable Trust

Witness Printed Name Megan Hurley

Ashley Shaw

Witness Printed Name Ashley Shaw

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this First day of April, 2016 by Geraldine L. Staff, Trustee of the Geraldine L. Staff Revocable Trust Agreement Dated April 21, 1997, who is personally known to me or has produced _____ as identification.

Barney Shaw
Notary Public
Barney Shaw

[Events](#) [No Name History](#)

Detail by Entity Name

Florida Profit Corporation
SOUTHEASTERN STRATEGIES, INC.

Filing Information

Document Number P14000042239
FEI/EIN Number NONE
Date Filed 05/12/2014
State FL
Status INACTIVE
Last Event ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed 09/26/2015
Event Effective Date NONE

Principal Address

14501 GRAND CAY CIRCLE #2702
FORT MYERS, FL 33908

Mailing Address

14501 GRAND CAY CIRCLE #2702
FORT MYERS, FL 33908

Registered Agent Name & Address

CICCARELLO, DAVID L, ESQ
KNOTT EBELINI HART
1625 HENDRY STREET, THIRD FLOOR
FORT MYERS, FL 33901

Officer/Director Detail

Name & Address

Title D

STAFF, GERALDINE
14501 GRAND CAY CIRCLE #2702
FORT MYERS, FL 33908

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L19000281139
FILED 8:00 AM
November 12, 2019
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:

SOUTHEASTERN STRATEGIES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

8191 COLLEGE PARKWAY SUITE 301
FORT MYERS, FL. 33919

The mailing address of the Limited Liability Company is:

8191 COLLEGE PARKWAY SUITE 301
FORT MYERS, FL. 33919

Article III

The name and Florida street address of the registered agent is:

RACHAEL SCHAAF
8191 COLLEGE PARKWAY SUITE 301
FORT MYERS, FL. 33919

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RACHAEL SCHAAF

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
RACHAEL SCHAAF
8191 COLLEGE PARKWAY SUITE 301
FORT MYERS, FL. 33919

L19000281139
FILED 8:00 AM
November 12, 2019
Sec. Of State
thampton

Signature of member or an authorized representative

Electronic Signature: RACHAEL SCHAAF

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

M
THALER FOR SouthEastern Strategies FL Strategic Campaign
ESS Consulting 01/06/2020 \$7,964.85

M
STHALER FOR
RESS

SouthEastern Strategies	FL	Strategic Campaign Consulting	02/06/2020	\$8,150.05
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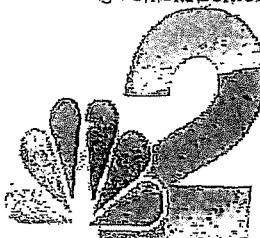
JAM
ESTHALER FOR
GRESS

SouthEastern Strategies FL Strategic Campaign
Consulting 03/02/2020 \$8,500.66

IGLESTHALER RESS	SouthEastern Strategies	FL	Strategic Campaign Consulting	11/22/2019	\$7,500.00
IGLESTHALER RESS	SouthEastern Strategies	FL	Strategic Campaign Consulting	11/22/2019	\$7,500.00

**Broadcast contracts signed by Rachael Schaaf
on behalf of Landslyde**

Contract Agreement Between:



WBBH
3719 Central Avenue
Ft. Myers, FL 33901
(239) 939-2020

CONTRACT

Print Date 05/08/20

Page 1 of 2

Contract / Revision	Alt Order #	
51164 /		
Product		
Political Candidate		
Contract Dates	Estimate #	
05/09/20 - 05/10/20		
Advertiser	Original Date / Revision	
William Figlestaaler, Dr	05/08/20 / 05/08/20	
Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	Account Executive	Sales Office
WBBH	House Account	Local
Special Handling		
Demographic		
Households		
Acq Code	Advertiser Code	Product 1/2
Agency Ref	Advertiser Ref	

And:

Landslide Digital
Attention: Rachael Schaaf
2310 SW 17th Place
Cape Coral, FL 33991

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WBBH	05/09/20	05/10/20	NBC 2 News Sa 6a	6:30 AM-6:58 AM		:30			NM	1	\$335.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$335.00				
N 2	WBBH	05/09/20	05/10/20	Saturday Today	7:30 AM-8:30 AM		:30			NM	1	\$750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$750.00				
N 3	WBBH	05/09/20	05/10/20	NBC-2 News Sa	8:30 AM-9:30 AM		:30			NM	2	\$1,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	----2-			2		\$750.00				
N 4	WBBH	05/09/20	05/10/20	Sa NBC-2 News @ 6p	6p-630p		:30			NM	1	\$1,100.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$1,100.00				
N 5	WBBH	05/09/20	05/10/20	Sa 7p-730p	7p-730p		:30			NM	1	\$1,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$1,250.00				
N 6	WBBH	05/09/20	05/10/20	Sa 730p-8p	730p-8p		:30			NM	1	\$1,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$1,250.00				
N 7	WBBH	05/09/20	05/10/20	NBC 2 News Su 6a	6:30 AM-6:58 AM		:30			NM	1	\$325.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$325.00				
N 8	WBBH	05/09/20	05/10/20	NBC-2 News Sun 7a	7:30 AM-8:00 AM		:30			NM	1	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$500.00				
N 9	WBBH	05/09/20	05/10/20	Sunday Today	7:58 AM-9:00 AM		:30			NM	1	\$750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$750.00				
N 10	WBBH	05/09/20	05/10/20	NBC-2 News Su	9a-10a		:30			NM	1	\$700.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>				
Week:	05/04/20	05/10/20	-----1-			1		\$700.00				

Totals

11 \$8,460.00

Contract Agreement Between:



WZVN
3719 Central Avenue
Ft. Myers, FL 33901
(239) 939-2020

abc-7.com
www.abc-7.com

CONTRACT

Print Date 05/08/20 Page 1 of 1

And:

Landslyde Digital
Attention: Rachael Schaaf
2310 SW 17th Place
Cape Coral, FL 33991

Contract / Revision	Alt Order #	
51165 /		
Product		
Political Candidate		
Contract Dates	Estimate #	
05/09/20 - 05/10/20		
Advertiser		
William Figlesthaler, Dr		
Original Date / Revision		
05/08/20 / 05/08/20		
Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	Account Executive	Sales Office
WZVN	House Account	Local
Special Handling		
Demographic		
Households		
Agv Code	Advertiser Code	Product 1/2
Agency Ref	Advertiser Ref	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WZVN	05/09/20	05/10/20	ABC7 News at 6a	6:30 AM-6:58 AM		:30			NM	1	\$75.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$75.00			
N 2	WZVN	05/09/20	05/10/20	ABC7 News at 7a	6:58 AM-7:30 AM		:30			NM	1	\$125.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$125.00			
N 3	WZVN	05/09/20	05/10/20	Sa 630p Wx Spn	630p-7p		:30			NM	1	\$225.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$225.00			
N 4	WZVN	05/09/20	05/10/20	ABC7 News at 7a	7:30 AM-7:58 AM		:30			NM	1	\$115.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$115.00			
N 5	WZVN	05/09/20	05/10/20	Good Morning America Su	8a-9a		:30			NM	1	\$140.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$140.00			
N 6	WZVN	05/09/20	05/10/20	This Week	9a-10a		:30			NM	1	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$300.00			
N 7	WZVN	05/09/20	05/10/20	Prime Rotator M-Su	M-Sa 8p-11p/Su 7p		:30			NM	1	\$750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 05/04/20	05/10/20	-----1-				1	\$750.00			

Totals

7 \$1,730.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
04/27/20 - 05/10/20	7	\$1,730.00	(\$259.50)	\$1,470.50
Totals	7	\$1,730.00	(\$259.50)	\$1,470.50

Signature: _____ Date: _____

Contract Agreement Between:

Print Date 05/08/20

Page 1 of 2

CONTRACT



WINK-TV
2824 Palm Beach Blvd
Ft Myers, FL 33916
(239) 334-1111

www.winknews.com

And:

Landslyde Digital LLC
1375 Jackson Street
Fort Myers, FL 33901

<u>Advertiser</u> Campaign for William Figlesthaler US House	<u>Contract / Revision</u> 109654 /	<u>Alt Order #</u>
		<u>Original Date / Revision</u> 05/08/20 / 05/08/20
<u>Contract Dates</u> 05/04/20 - 05/10/20	<u>Estimate #</u>	
<u>Product</u>		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> WINK-TV	<u>Account Executive</u> Dan Mills	<u>Sales Office</u> Political Local
<u>Special Handling</u> Do not mail/E-mail		
<u>Demographic</u> Adults 35+		
<u>Agy Code</u>	<u>Advertiser Code</u>	<u>Product</u> 1/2
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
05/01/20 - 05/10/20	6	\$7,825.00	(\$1,173.75)	\$6,651.25
Totals	6	\$7,825.00	(\$1,173.75)	\$6,651.25

Signature: _____ **Date:** _____

Authorized Signature of Advertiser

Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

STATION has a policy of prohibiting discrimination on the basis of race or ethnicity. Accordingly this STATION reserves the right to reject any order for advertising that it regards as inconsistent with this policy. Notwithstanding to whom bills are rendered, ADVERTISER, AGENCY and service, jointly and severally, shall remain obligated to pay to STATION the amount of any bills rendered by STATION within the time specified and until payment in full is received by STATION. Payment by ADVERTISER to AGENCY or to service or payment by AGENCY to service, shall not constitute payment to STATION. ADVERTISER agrees to STATION's Terms and Conditions. This STATION will not be bound by conditions, printed or otherwise, contracts, insertion orders, copy instructions or any correspondence when such conflict with the STATION's Terms and Conditions.

ORDER



Orders	Order / Rev:	702379	WFTX
	Alt Order #:		WFTX House WFTX House
	Product Desc:	Congress for District 19	WFTXL
	Estimate:		Sales Region:
	Flight Dates:	05/04/20 - 05/31/20	LÖC
	Original Date / Rev:	05/01/20 / 05/01/20	
	Order Type:	GENERAL	

Agency	Name:	Landslyde Digital	Cash
	Buying Contact:		Broadcast
	Billing Contact:	Rachael Schaaf	EOM/EOC
		2310 SW 17th Place #305	Agency Commission:
		Cape Coral, FL 33991	15%

Advertiser	Name:	Figlesthaler/Replublican/Congress	New Business Thru:	
	Demographic:	A35+	Advertiser External ID:	260492
	Product Codes:	PL Federal Candidate	Agency External ID:	142825
	Revenue Code 1:	DISC	Unit Code:	General
	Revenue Code 2:	POL		
	Revenue Code 3:	CAND		

Bill Plan					Totals				
Start Date	End Date	# Spots	Gross Amount	Net Amount	Month	# Spots	Gross Amount	Net Amount	Rating
04/27/20	05/31/20	60	\$10,800.00	\$9,180.00	May 2020	60	\$10,800.00	\$9,180.00	0.00
					Totals	60	\$10,800.00	\$9,180.00	0.00

Account Executives		Sales Office	Sales Region	Start Date / End Date	Order %
WFTX House WFTX House				Start Of Order - End Of Order	100%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
N 1	WFTX	05/04/20	05/31/20	M-SU Fox 4 News at 10pM		10-11pm	2222222	:30	14	\$150.00	P-3	0.00	NM	56	\$8,400.00
				M-SU Fox 4 News at 10pm											
		Start Date	End Date	Weekdays		Spots/Week				Rate		Rating			
		Week: 05/04/20	05/10/20	2222222		14	\$150.00			0.00					
		Week: 05/11/20	05/17/20	2222222		14	\$150.00			0.00					
		Week: 05/18/20	05/24/20	2222222		14	\$150.00			0.00					
		Week: 05/25/20	05/31/20	2222222		14	\$150.00			0.00					
N 2	WFTX	05/17/20	05/17/20	Monster Cup In-Race	CM	330-7P DARLING-----S	:30	2	\$600.00	P-3	0.00	NM		2	\$1,200.00
				Monster Cup In-Race		(3:30 PM-7:00 PM)									
		Start Date	End Date	Weekdays		Spots/Week				Rate		Rating			
		Week: 05/11/20	05/17/20	-----S		2	\$600.00			0.00					
N 3	WFTX	05/24/20	05/24/20	Monster Cup In-Race	CM	6-1030P COCA-C-----S	:30	2	\$600.00	P-3	0.00	NM		2	\$1,200.00
				Monster Cup In-Race		(6:00 PM-10:30 PM)									
		Start Date	End Date	Weekdays		Spots/Week				Rate		Rating			
		Week: 05/18/20	05/24/20	-----S		2	\$600.00			0.00					
		Totals												60	\$10,800.00

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See Order for proposed schedule and charges. See Invoice for actual schedule and charges.

I, Rachael Schaaf, hereby request station time as follows:IDENTIFY CANDIDATE TYPE FEDERAL CANDIDATE STATE OR LOCAL CANDIDATE

STATION	STATION IDENTIFICATION NUMBER	STATION CALL LETTERS	STATION CALL SIGN	STATION ADDRESS	STATION CITY	STATION STATE	STATION ZIP CODE
---------	-------------------------------	----------------------	-------------------	-----------------	--------------	---------------	------------------

Candidate name: William FiglesthalerAuthorized committee: William Figlesthaler for Congress

Agency requesting time (and contact information):

N/A Landslyde Digital - Rachael Schaaf (239)770-1735
rschaaf@landslyde.digital

Candidate's political party: RepublicanOffice sought (no acronyms or abbreviations): U.S. House of Representatives District 19Date of election: 08/18/20 General Primary

Treasurer of candidate's authorized committee:

Steven Martin

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

the candidate listed above who is a legally qualified candidate, or
 the authorized committee of the legally qualified candidate listed above:

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency	Station Representative
Signature: <u>Rachael E Schaaf</u>	Signature: <u>Debra L. Lewis</u>
Name: <u>Rachael Schaaf</u>	Name: <u>Debra L. Lewis</u>
Date of Request to Purchase Ad Time: <u>3/9/20</u>	Date of Station Agreement to Sell Time:

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature: *Rachael Schaaf*

Name: Rachael Schaaf

Date: 3/9/20

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: 4/13/20

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

Accepted *Business*
 Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
 Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #	Station Call Letters:	Date Received/Requested:
50721	WZVN	4/13/20

Est. #	Station Location:	Run Start and End Dates:
	FORT MYERS, FL	4/14-5/7/20

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

Contract Agreement Between:

Print Date 05/08/20

Page 1 of 2

CONTRACT

WINK-TV
 2824 Palm Beach Blvd
 Ft Myers, FL 33916
 (239) 334-1111

www.winknews.com

And:

Landslyde Digital LLC
 1375 Jackson Street
 Fort Myers, FL 33901

Advertiser	Contract / Revision	Alt Order #
Campaign for William Figlesthaler US House	109654 /	
Contract Dates	Original Date / Revision	
05/04/20 - 05/10/20	05/08/20 / 05/08/20	
Product	Estimate #	
Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Calendar	Cash
Property	Account Executive	Sales Office
WINK-TV	Dan Mills	Political Local
Special Handling	Do not mail/E-mail	
Demographic	Adults 35+	
Agy Code	Advertiser Code	Product: 112
Agency Ref	Advertiser Ref	

#Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Imp	Rate (000)	Type	Spots	Amount	
N 1	WINK	05/04/20	05/10/20	Sa 7-8a/CBS THIS MORN	7:00 AM-8:00 AM		:30				NM	1	\$400.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S-				1		\$400.00	23.8			
N 2	WINK	05/04/20	05/10/20	Sa 8-9a/CBS THIS MORN	8:00 AM-9:00 AM		:30				NM	1	\$400.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S-				1		\$400.00	20.4			
N 3	WINK	05/04/20	05/10/20	WINK News at 6:00pm Sat	Sa 6p-630p		:30				NM	1	\$375.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S-				1		\$375.00	28.3			
N 4	WINK	05/04/20	05/10/20	Su 9-1030a/CBS SUNDAY	Su 9a-1030a		:30				NM	1	\$950.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S				1		\$950.00	65.3			
N 5	WINK	05/04/20	05/10/20	Su 7-8P/60 MINUTES	7p-8p		:30				NM	1	\$3,500.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S				1		\$3,500.00	91.3			
N 6	WINK	05/04/20	05/10/20	Su 8-11P/MOVIE:FORST GU7p-11p			:30				NM	1	\$2,200.00	
		Start Date	End Date	Weekdays				Spots/Week		Rate				
		Week: 05/04/20	05/10/20	-----S				1		\$2,200.00	62.4			
Totals												291.5	6	\$7,825.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
05/01/20 - 05/10/20	6	\$7,825.00	(\$1,173.75)	\$6,651.25
Totals	6	\$7,825.00	(\$1,173.75)	\$6,651.25

Signature: _____ Date: _____

Authorized Signature of Advertiser

(* Line Transactions: N = New, E = Edited, D = Deleted)

STATION has a policy of prohibiting discrimination on the basis of race or ethnicity. Accordingly this STATION reserves the right to reject any order for advertising that it regards as inconsistent with this policy. Notwithstanding to whom bills are rendered, ADVERTISER, AGENCY and service, jointly and severally, shall remain obligated to pay to STATION the amount of any bills rendered by STATION within the time specified and until payment in full is received by STATION. Payment by ADVERTISER to AGENCY or to service or payment by AGENCY to service, shall not constitute payment to STATION. ADVERTISER agrees to

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See Order for proposed schedule and charges. See Invoice for actual schedule and charges.

Rachael Schaaf hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

William Figlesthaler

Authorized committee:

William Figlesthaler for Congress

Agency requesting time (and contact information):

N/A

Landslyde Digital - Rachael Schaaf (239)770-1735

r.schaaf@landslyde.digital

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

U.S. House of Representatives District 19

Date of election:

08/18/20

General

Primary

Treasurer of candidate's authorized committee:

Steven Martin

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

 the candidate listed above who is a legally qualified candidate, or

 the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency	Station Representative
Signature: <i>Rachael E Schaaf</i>	Signature: <i>DAN MELLS</i>
Name: Rachael Schaaf	Name: DAN MELLS
Date of Request to Purchase Ad Time: 3/9/20	Date of Station Agreement to Sell Time: 3/9/20

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature: *Rachael E Schaaf*

Name: **Rachael Schaaf**

Date: **3/9/20**

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: **05/08/20**

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

Accepted
 Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
 Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #: 109654	Station Call Letters: WINK-TV	Date Received/Requested: 5/08/20
Est. #:	Station Location: FORT MYERS	Run Start and End Dates: 05/09/20-05/10/20

Upload order, this form and invoice (or traffic system print-out), or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

NAB Form PB-18 Candidates

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

 FEDERAL CANDIDATE **STATE/LOCAL CANDIDATE**

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Locations: Fox News Channel - Fort Myers/Naples	Date: 3/12/20
---	----------------------

Rachael Schaaf
 I, _____, William Figlesthaler for Congress
 being/on behalf of: _____, Republican
 a legally qualified candidate of the _____, U.S House of Representatives
 political party for the office of: _____, 19th District of Florida
 in the _____, August 18, 2020
 election to be held on: _____

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Attach proposed schedule with charges (if available)

NAB Form PB-18 Candidates

I represent that the payment for the above described broadcast time has been furnished by:

William Figlesthaler for Congress

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Steven Martin

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

3/12/20

Date

Ronald E. Schrey

Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected

Signature

Printed Name

Title

NAB Form PB-18 Candidates

FEDERAL CANDIDATE CERTIFICATION

**In Order For Federal Candidates To Receive The Lowest Unit Charge
During A Political Window, The Following Certification Is Required:**

William Figlesthaler

I, William Figlesthaler (name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

does

does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

the radio programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.

the television programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.



signature of candidate or authorized committee

Rachael Schaal

3/12/20

printed name

date

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See Order for proposed schedule and charges. See invoice for actual schedule and charges.

Rachael Schaaf hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLDG. MUST BE COMPLETED

Candidate name: William Figlesthaler

Authorized committee: William Figlesthaler for Congress

Agency requesting time (and contact information):

 N/A Landslyde Digital - Rachael Schaaf (239)770-1735
rschaaf@landslyde.digital

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations): U.S. House of Representatives District 19

Date of election:

08/18/20

 General Primary

Treasurer of candidate's authorized committee:

Steven Martin

The undersigned represents that:

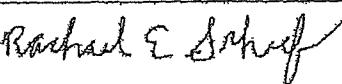
(1) the payment for the broadcast time requested has been furnished by (check one box below):

 the candidate listed above who is a legally qualified candidate, or the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency	Station Representative
Signature: 	Signature: 
Name: Rachael Schaaf	Name: Steven Martin
Date of Request to Purchase Ad Time: 3/9/20	Date of Station Agreement to Sell Time:

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committees paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature:

Rachael E Schaaf

Name: Rachael Schaaf

Date: 3/9/20

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: 5/6/20

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

Accepted *Food Drive ReCap*
 Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
 Rejected - provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #:	Station Call Letters:	Date Received/Requested:
<u>51132</u>	<u>WBBH</u>	<u>5/6/20</u>
Est. #:	Station Location:	Run Start and End Dates:
	<u>FORT MYERS, FL</u>	<u>5/7-5/31/20</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

Contracts - SES and past candidates

- This includes contracts with Matt Hurley & Southeastern Strategies, including one taken from an FEC investigation into former candidate Michael Dreikhorn and an original contract with Fred Forbes

STATE OF FLORIDA
FLORIDA ELECTIONS COMMISSION

In Re: Michael J. Dreikorn

Case No.: FEC 14-138

TO: Michael J. Dreikorn
5697 Bay Point Road
Bokeelia, FL 33922

Fidel Balan
8300 Silver Birch Way
Lehigh Acres, FL 33971

NOTICE OF HEARING (INFORMAL HEARING)

A hearing will be held in this case before the Florida Elections Commission on May 20, 2015, at 8:30 am, *or as soon thereafter as the parties can be heard*, at the following location: Department of Business and Professional Regulation, 1940 North Monroe Street, Tallahassee FL 32399.

Failure to appear in accordance with this notice will constitute a waiver of your right to participate in the hearing. Continuances will be granted only upon a showing of good cause.

This hearing will be conducted pursuant to Section 106.25, Florida Statutes, which governs your participation as follows:

If you are the Respondent, you may attend the hearing, and you or your attorney will have 5 minutes to present your case to the Commission. However, some cases (including those in which consent orders or recommendations for no probable cause are being considered) may be decided by an *en masse* vote and, unless you request to be heard or the Commission requests that your case be considered separately on the day of the hearing, your case will *not* be individually heard.

If you are the Complainant, you may attend the hearing, but you will *not* be permitted to address the Commission. In addition, some cases (including those in which consent orders or recommendations for no probable cause are being considered) may be decided by an *en masse* vote and, unless the Respondent requests to be heard or the Commission requests that the case be considered separately on the day of the hearing, the case will *not* be individually heard.

If you are an Appellant, and you have requested a hearing, you may attend the hearing, and you or your attorney will have 5 minutes to present your case to the Commission.

Please be advised that both confidential and public cases are scheduled to be heard by the Florida Elections Commission on this date. As an Appellant, Respondent or Complainant in one case, you will *not* be permitted to attend the hearings on other confidential cases.

The Commission will electronically record the meeting. Although the Commission's recording is considered the official record of the hearing, the Respondent may provide, at his own expense, a certified court reporter to also record the hearing.

If you require an accommodation due to a disability, contact Donna Ann Malphurs at (850) 922-4539 or by mail at 107 West Gaines Street, The Collins Building, Suite 224, Tallahassee, Florida 32399, at least 5 days before the hearing.

See further instructions on the reverse side.

Amy McKeever Toman
Executive Director
Florida Elections Commission
May 5, 2015

In response to Item 18, I incorporate the response of item 15. In addition, I reviewed multiple times a day the DOE website to query my application status.

19. Please describe and explain each step you took to file your Form DS-DE 9, and by what means, with your filing officer at the DOE.

Incorporate the responses of items 15 and 18. In total, the application package was provided four times to the DOE, twice electronically, once via normal USPS, and once "overnight" USPS. Apparently, the internal mail system at the DOE does not efficiently deliver mail to its various offices, nor does it provide for notification of rejection for possible improper electronic filing.

20. Please describe and explain the steps you took to determine that your Form DS-DE 9 was filed with the filing officer at the DOE including, but not limited to, visits to the DOE website, telephone calls, faxes, and or emails to the DOE staff. Please provide copies of any supporting documents

Incorporate responses to items 15, 18 and 19.

21. Please describe and explain what services were provided, and when, to your 2014 campaign for State Senate by Torchlight Productions, LLC.

Prior to May 20, 2014, I engaged in various conversations with Torchlight Productions (aka SouthEastern Strategies). The discussions related to campaign management services they wished to offer me. As a promotional offering, Torchlight developed the subject video, at their cost and risk. On May 12, Torchlight posted the subject video on YouTube with no expectation of being compensated for the video. As it turned out, Torchlight (aka SouthEastern Strategies) did not eventually represent my campaign. However, I desired to retain use of the video and agreed, in June, to purchase it from Torchlight the video. Prior to purchasing the video, several changes were required to be made for my acceptance.

The complainant alleged that I commissioned the development of a "television advertisement". I made no such commission, and he is making an inaccurate characterization of the video that is referenced. The complainant has failed to respond in this matter and/or provide objective evidence of his allegations.

22. It appears that email communications between you and the vendor, Torchlight Productions, LLC, occurred as early as April 28, 2014, and included an agreement that may not have been executed. However, it appears the vendor developed your campaign website on or about May 8, 2014, and the campaign video on or before May 12, 2014. (Please note it appears the DOE informed you it did not have your Form DS-DE 9 on May 15, 2014; and acknowledged receipt of your Form DS-DE 9 on May 20, 2014.) Please respond to the allegation that you incurred an expense for the campaign video prior to filing your Form DS-DE 9 with the DOE on May 19, 2014.

1S-2.0001(2)(b), Florida Administrative Code, until May 19, 2014. Despite Respondent's efforts to expedite the process, electronically filed documents are not accepted as qualifying papers, pursuant to Rule 1S-2.0001(2)(b). (ROI Exhibits 2 and 7)

11. Torchlight Productions, LLC, ("Torchlight") produced a campaign video for Respondent. (ROI Exhibit 10) On May 9, 2014, Matt Hurley (Torchlight Productions) emailed a link (www.youtube.com/watch?v=hBB_mrk9epc) to the video to Respondent with the following message included, "Please keep this private. Do not want anyone getting a hold of this. Only those with this link can see this" (ROI Exhibit 10, page 3) In a responsive email to Matt Hurley, Respondent stated, "Ditto, Absolutely awesome!!! I can't wait to have this go viral." (ROI Exhibit 10, page 4) On that same day, Torchlight created an invoice for Respondent in the amount of \$2,950.00², with a payment due date of May 24, 2014. (ROI Exhibit 11, page 1) On May 12, 2014, the video was posted online. (ROI Exhibit 5, page 4)

12. However, Respondent stated "As of May 19, no goods or services were accepted by my campaign and no expenditures made. All efforts by Torchlight (aka SouthEastern Strategies) were at their risk and cost. My campaign purchased the subject video on June 19th and paid for it on June 24th and clearing the 25th..." (ROI Exhibit 5, page 7) Respondent also claimed, "[T]he subject video was not an approved expenditure at the time and was not accepted by the campaign until early June. Torchlight's production of the video was based on speculation that my campaign would accept the video. Once the video was accepted by the campaign, expenditure was authorized (June 24)." (ROI Exhibit 5, question #16)

13. Respondent's contention that no goods or services were accepted by his campaign is not credible. Emails sent between Respondent and Torchlight staff undeniably indicates that both parties were working in unison towards completing Respondent's campaign video. (ROI Exhibits 9 and 10) Respondent's response after watching the video, "Ditto, Absolutely awesome!!! I can't wait to have this go viral," certainly suggests Respondent's approval of Torchlight's services. (ROI Exhibit 10, page 4) After a series of emails between Respondent and Matt Hurley discussing the date to put on the invoice for the video, Torchlight created a second invoice dated May 19, 2014, and billed Respondent \$1,262 for their work on the video. (ROI Exhibit 11, pages 3-7 and ROI Exhibit 14, page 2)

14. Therefore, it appears that complainant is correct. Torchlight produced a campaign video for Respondent, which was posted on Youtube before May 19, 2014. Although Respondent did not pay Torchlight until June 23, 2014, Torchlight began creating Respondent's video as early as May 6, 2014, and completed production on May 9, 2014. (ROI Exhibits 9 and 10) The video was posted on or about May 12, 2014. (ROI Exhibit 5, page 4) Despite Respondent's contention otherwise, Respondent's original DS-DE 9 form was not filed with the Division until May 19, 2014. Because Respondent incurred campaign expenditures for a

² Itemized on the invoice were a \$1,200.00 fee for custom web design; \$300.00 fee for hosting of the website; \$250.00 fee for video editing; \$250.00 fee for video shoot; and a \$750.00 fee for graphic design (ROI Exhibit 11, page 1)

POLITICAL CONSULTING AGREEMENT

Torchlight Productions, LLC

This Marketing Consulting Agreement "Agreement" is made effective as of May XX, 2014, by and between Dr. Michael J. Dreikorn ("Candidate"), and Torchlight Productions, aka, South Eastern Strategies ("Consultant"), of 14501 Grande Cay Cir #2702, Fort Myers, Florida 33908.

Torchlight Productions, LLC is registered with the State of Florida with FEI Number 45-5057185 (provide legal address). South Eastern Strategies is registered with the State of Florida.....please provide legal status here... EIN, Subbiz number, DUNS, etc....dba registration...provide legal address.

For the purposes of this agreement, Dr. Michael J. Dreikorn is a private person in a political campaign in the State of Florida for the Senate position in District 30. Candidate's mailing address is P.O. Box 654, Bokeelia, Florida 33922.

Consultant has a background in political campaign marketing and is willing to provide services to Candidate based on this background.

Candidate desires to have services provided by Consultant

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on May XX, 2014, Consultant will provide the following services (collectively, the "Services"):

- a* Assist with Campaign Development;
- b* Analyze Opposition Research;
- c* Develop Campaign Message;
- d* Provide Modern and Efficient Campaign Tactics;
- e* Develop Marketing Plans and Budget (Under direction of Campaign Treasurer);
- f* Participate in Campaign Press Relationships (All press releases are to be released by Campaign Communications Director);
- g* Participate as a Senior Advisor to Campaign Activity and to Cooperate with other Senior Campaign Advisors, as directed by the Candidate;
- h* Develop Web-based Campaign Communications (including website, mobile applications, and social media);
- i* Develop Printed Campaign Communications; and
- j* Develop and Execute Fundraising Plan.

The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Candidate will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement. Consultant will apply a standard of best-effort to ensure Services are effective and efficient. Consultant will apply state-of-the-art technologies for provided solutions.

2. **OBLIGATIONS OF CONSULTANT.** Consultant shall be responsible for:

- a. Assist with Campaign Development. Define ...
- b. Analyze Opposition Research. Define ...
- c. Develop Campaign Message. Define ...
- d. Provide Modern and Efficient Campaign Tactics. Define ...
- e. Develop Marketing Plans and Budget (Under direction of Campaign Treasurer). Consultant and Candidate will cooperate to develop appropriate campaign marketing and budget plans to ensure a winning campaign. Consultant will be responsible for documenting and updating campaign budget. Candidate is responsible for review and approval of campaign budget. All campaign expenditures must be approved by the designated campaign treasurer.
- f. Participate in Campaign Press Relationships. Consultant will develop and publish campaign communication materials. All press releases are to be approved by Campaign Communications Director, prior to release/publishing.
- g. Participate as a Senior Advisor to Campaign Activity and to Cooperate with other Senior Campaign Advisors, as directed by the Candidate. Consultant will perform as the primary Senior Advisor to the Candidate and will work with other Senior Advisors, as directed by the Candidate.
- h. Develop Web-based Campaign Communications (including website, mobile applications, and social media); Consultant will develop and deploy web-based campaign communication vehicles to ensure sufficient coverage within the campaign district. Vehicles and solutions include a state-of-the-art campaign website that manages donations and volunteers (e.g., Nationbuilder), mobile applications that provide voters with relevant campaign information on mobile devices, and presence and functionality on relevant social media sites. Consultant may engage Candidate's existing web-developer to modify Candidate's existing campaign website;
- i. Develop Printed Campaign Communications: Consultant will develop and deploy print media strategy, to include mailers, yard signs, and other printed materials. All print jobs are to be offered to Artype. If Artype is unwilling or unable to provide related print services, Consultant will find the best vendor (quality and cost) to provide such services. All expenditures must be approved by the Campaign Treasurer prior to placing orders or making commitments with vendors; and

j. Develop and Execute Fundraising Plan. Consultant shall be responsible for raising a minimum of \$25,000.00 per each Relevant Month (fundraising). Relevant Months are May 2014, June 2014, July 2014, and August 2014. The measure of the minimum fundraising will be calculated at the first calendar day of each month and conclude at the last day of each month and will only include monies directly attributable to Consultant's efforts (does not include donations made by Candidate's family and existing friends).

3. **PAYMENT TERMS.** Candidate will pay a fee to Consultant for the Services monthly. The payments will be due on the 1st of the month. The payments will be due before the Services are rendered for the month.

Candidate will owe Consultant \$2,500.00 per month though the month of August 2014.

If the Candidate is successful in winning the Primary Election on August 26th 2014, Consultant will be owed \$10,000.00 as a "Win Bonus". The Win Bonus will be due by September 1st 2014. If the Consultant is able to raise more than a cumulative \$500,000 from May to August, the Win Bonus will be \$25,000.

No payment will be due if \$25,000 was not raised the preceding Relevant Month, and Consultant will continue to provide services at no charge for the Relevant Month. Any money raised for during any Relevant Month over the minimum amount may be carried over and used in subsequent Relevant Month calculations (will still be reported in the proper reporting cycle for reporting purposes). All campaign finances are to occur exclusively under the supervision of the Campaign Treasurer, as defined by the Candidate. The Consultant and Candidate shall never have direct access to any campaign monies

4. **TERM/TERMINATION.** This agreement will be canceled automatically for any of the following reasons on the date of their occurrence:

- Candidate loses the Primary Election on August 26, 2014;
- Consultant violates any of the terms of this agreement;
- Consultant or any of its employees are violate the confidentiality of the campaign; or
- Consultant engages in a business relationship with another candidate that is perceived as a conflict of interest (perception is measured by a reasonable voter).

If the above does not occur, the agreement may be canceled automatically upon payment of the win bonus. At the discretion of the Candidate, the agreement may be extended past August to include the General election in November 2014.

If Candidate chooses to terminate the Agreement for reasons other than those shown above, Candidate will owe Consultant a \$2,500.00 cancelation fee.

5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Candidate, and not an employee of Candidate. Candidate will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
6. **EMPLOYEES.** Consultant's employees, if any, who perform services for Candidate under this Agreement shall also be bound by the provisions of this Agreement.
7. **INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):
 - a. *Consultant's Intellectual Property* Consultant does not personally hold any interest in any Intellectual Property.
 - b. *Candidate's Intellectual Property* Candidate owns all rights to campaign materials, including images, web content, publications, and logos.
8. **MUTUAL NONDISCLOSURE AGREEMENT.** "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information related to campaign strategy and relevant information shall be considered Confidential Information. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; or (iii) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
 - a. Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to meet the business requirements provided in this agreement. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained.

- b. Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.
- c. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
- d. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
- e. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
- f. Term. The obligations of each receiving party hereunder shall survive for a period of ten years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.
- g. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
- h. Miscellaneous Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

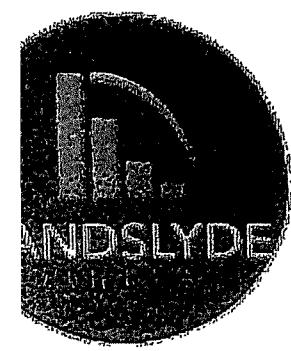
unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.
14. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
15. **SIGNATORIES.** This Agreement shall be signed on behalf of Candidate by Dr. Michael Dreikorn, Candidate, and on behalf of South Eastern Strategies by Matthew J Hurley, Managing Partner and effective as of the date first written above.

Candidate:

By:

Michael Dreikorn
Candidate



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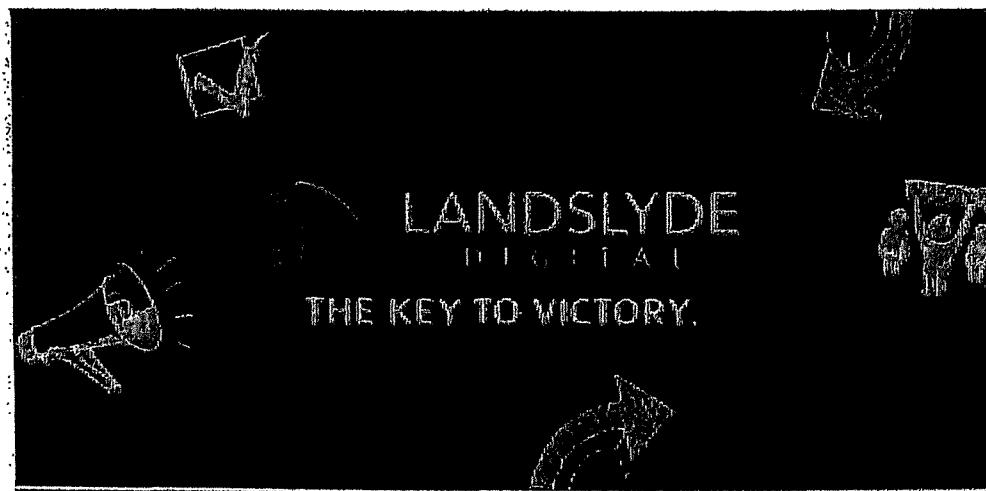
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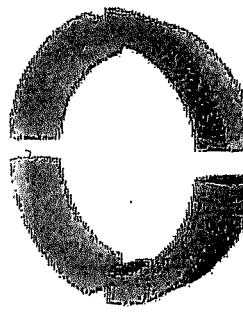
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174 Public Relations Answer - I n k a r i c t

The Campaign Team Email

- This lists Matt Hurley as part of the “Campaign Team.”

DR FIG

FOR CONGRESS

TOP SECRET

Please join Dr. William and Olga Figlesthaler

Alongside:

Billy and Karolina Figlesthaler
 Christine Figlesthaler Allen
 Elizabeth Figlesthaler Buser

As well as Campaign Team:

Justin Kim-Hummel
 Matt Hurley
 Lisa Nakfoor
 Diana and Nathan Watt
 Rick Nelson
 Collin Osborne
 Travis Reynolds

For a TOP SECRET Campaign Meeting...

RSVP to
 TRReynolds@DrFigForCongress.com

TUESDAY, JANUARY
 28TH, 2020

5187 Starfish Ave.
 Naples, FL 34103
 6:30pm

COURT DOCUMENTS

Judgements vs Matthew "Matt" Hurley

8/19/19 \$107,461.36 SFIC/MH (SP)

10/29/19 \$447,246.96 SFIC/MG (AT)

12/17/19 \$200,000.00 SFIC/MH (AT, NL)

 \$754,708.32

Contents

- A. Complaint of StudioPlus (settled)
- B. Breach of Settlement Complaint (SP)
- C. Judgement (SP)
- D. Complaint by Atrium - Eviction/Breach
- E. Judgement (AT)
- F. Fee Judgement (AT/NL)

Definitions:

MH – Matt Hurley

AT – Atrium

NL - Norman Liddell

SP- StudioPlus

SFIC -Southwest Florida Invoation Center

Filing # 75575835 E-Filed 07/26/2018 04:12:48 PM

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

STUDIOPLUS, LLC,

Plaintiff,

v.

MATTHEW HURLEY, individually,
SOUTHWEST FLORIDA INOvation
CENTER, LLC, YOUNGBLOODS, INC.,
H2 CAPITAL, LLC,

Defendants.

COMPLAINT

Plaintiff, STUDIOPLUS, LLC, ("STUDIO") by and through its undersigned counsel, files this Complaint against MATTHEW HURLEY ("HURLEY"), individually, SOUTHWEST FLORIDA INVOATION CENTER, LLC ("SOUTHWEST"), YOUNGBLOODS, INC. ("YOUNGBLOODS") and H2 CAPITAL, LLC ("H2") and alleges as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action for damages in excess of \$15,000.
2. This action arises out of architectural, engineering, and interior design services performed for Defendants for which payment remains outstanding. These services were performed in Lee County, Florida.
3. The Court has jurisdiction over the subject matter as the project at issue is located in Lee County, Florida, and STUDIO'S services were performed in Lee County, Florida.

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CASE NO.: _____
Page 2

4. STUDIO is a Florida Limited Liability Company with its principal place of business in Lee County, Florida.
5. HURLEY is a resident of Lee County Florida and is *sui juris* at all times material hereto.
6. SOUTHWEST is a Florida Limited Liability Company with its principal place of business in Lee County, Florida.
7. YOUNGBLOODS is a Florida Corporation with its principal place of business in Lee County Florida.
8. H2 is a Florida Limited Liability Company with its principal place of business in Lee County Florida.
9. Venue is proper in Lee County Florida, as the project at issue is located in Lee County, Florida and the services were performed in Lee County, Florida.

GENERAL FACTS AND ALLEGATIONS

10. HURLEY, SOUTHWEST, YOUNGBLOODS, and H2 are each alter egos of one another. SOUTHWEST, YOUNGBLOODS and H2 are sham corporations, all dominated by HURLEY, and all were used interchangeably without regard to corporate identity. These entities were formed for the improper purpose of defrauding creditors; in this instance, STUDIO.

11. In or about July 2017, STUDIO entered into a Standard form of Agreement Between Owner and Architect and a Scope of Work (Composite Exhibit "A") with HURLEY and his alter egos SOUTHWEST, YOUNGBLOODS and H2, to provide architectural and

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CASE NO.: _____
Page 3

engineering services for a project located at the corner of College Parkway and Winkler Road in Ft. Myers, Florida ("the Project"). In or about September of 2017, STUDIO entered into an agreement with HURLEY and his alter egos, SOUTHWEST, YOUNGBLOODS, and H2 (Exhibit "B") to provide interior design services for the Project.

12. Defendants had full knowledge of the services being conferred by STUDIO and accepted the benefit of said services performed by STUDIO.
13. On or about July 11, 2017, Defendants made a retainer payment of \$5,000.00 to STUDIO. On or about October 31, 2017, Defendants made a partial payment of \$48,567.87 to STUDIO. Both payments were made from a YOUNGBLOODS checking account. Copies of the 2 checks are attached hereto as Composite Exhibit "C."
14. HURLEY'S first alter ego is SOUTHWEST. HURLEY is listed as the Manager and YOUNGBLOODS is listed as the Authorized Member and Registered Agent for SOUTHWEST. SOUTHWEST'S principal address is 8191 College Parkway, Suite 301, Ft. Myers, Florida 33919. A copy of SOUTHWEST'S Entity Detail is attached hereto as Exhibit "D".
15. HURLEY'S second alter ego is YOUNGBLOODS. HURLEY is listed as the sole director of YOUNGBLOODS, and its principal address is 8191 College Parkway, Suite 301, Ft. Myers, Florida 33919. Between June 28 and December 21, 2017, HURLEY, utilizing a YOUNGBLOODS e-mail address, exchanged a series of e-mails with Michael Lendino ("Lendino"), the CFO of STUDIO, relating to the execution of the contract, the payment

D A N I E L S R O D R I G U E Z B E R K E L E Y D A N I E L S C R U Z

CASE NO.: _____
Page 4

of outstanding invoices, and other matters relating to the Project. A copy of YOUNGBLOODS' Entity Detail is attached hereto as Exhibit "E". Copies of the e-mails exchanged (using the YOUNGBLOODS e-mail address) between HURLEY and Lendino are attached hereto as composite Exhibit "F". In that e-mail exchange process, HURLEY stated that he would be utilizing personal funds to pay the outstanding balances owed to STUDIO.

16. HURLEY'S third alter ego is H2. HURLEY is listed as the Manager and the Registered Agent for H2, and its principal address is 8191 College Parkway, Suite 301, Ft. Myers, Florida 33919. A copy of H2's entity detail is attached hereto as Exhibit "G". Between October 23, 2017 and April 25, 2018, HURLEY utilized an H2 e-mail address to participate in a series of e-mail exchanges with Lendino regarding the Project and regarding non-payment of fees owed to STUDIO. Copies of the e-mails exchanged between HURLEY (utilizing the H2 e-mail address) and Lendino are attached hereto as composite Exhibit "H".

17. All e-mails exchanged between HURLEY and Lendino regarding this project were sent by HURLEY utilizing either a YOUNGBLOODS or an H2 address. HURLEY did not send any project-related e-mails utilizing a SOUTHWEST e-mail address. On October 9, 2017, furthermore, HURLEY, utilizing the YOUNGBLOODS e-mail address, sent Lendino an article from a local business publication stating that H2 was developing the Project.

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CASE NO.: _____
Page 5

18. STUDIO fully performed under the agreement. Defendants have failed to pay STUDIO its remaining contractual balances, plus accrued interest as called for under the terms of Exhibits "A" and "B".
19. STUDIO has made numerous demands to Defendants for payment and Defendants, to date, have failed to pay. Based upon the failure of Defendants to make payment, this action is being filed.
20. All conditions precedent to this matter have been met, waived and/or excused.

COUNT I
BREACH OF CONTRACT
(AGAINST HURLEY, SOUTHWEST, YOUNGBLOODS,
AND H2

21. STUDIO realleges and reavers the allegations contained in Paragraphs 1 through 20 above as if fully set forth herein.
22. STUDIO and Defendants entered into Exhibit A in or about July 2017, pursuant to which STUDIO performed design services for the benefit of Defendants.
23. STUDIO and Defendants entered into Exhibit B in or about September 2017, pursuant to which STUDIO performed interior design services for the benefit of Defendants.
24. STUDIO has fully performed under both Exhibit A and Exhibit B. However, and though obligated to do so, Defendants have failed to pay STUDIO its balance of approximately \$242,000 pursuant to Exhibit A and approximately \$56,000 pursuant to Exhibit B. Interest

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CASE NO.: _____
Page 6

continues to accrue on the former balance at the contractual rate of 10%, and interest continues to accrue on the latter balance at the statutory rate.

25. As a result of Defendants' failure to pay STUDIO its outstanding balances, Defendants have breached Exhibit A and Exhibit B.

26. As a direct and proximate result of Defendants' breaches, STUDIO has suffered and will continue to suffer damages.

27. Both Exhibit A and Exhibit B entitle STUDIO to recover legal fees incurred in the collection of delinquent invoices. STUDIO has engaged the undersigned law firm to represent it in this matter and has agreed to pay said law firm a reasonable fee for its services.

WHEREFORE, STUDIO demands judgment against Defendants, HURLEY, SOUTHWEST, YOUNGBLOODS, and H2 for damages, costs, attorney fees, and interest, together with any further relief this Court deems just and proper.

COUNT II
UNJUST ENRICHMENT
(AGAINST HURLEY, SOUTHWEST, YOUNGBLOODS,
AND H2)

28. STUDIO realleges and reavers the allegations contained in Paragraphs 1 through 10, 12 through 17, 19, and 20 above as if fully set forth herein.

29. STUDIO conferred the benefit of its design and its interior design services upon Defendants, who had knowledge of that benefit and accepted that benefit.

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CASE NO.: _____
Page 7

30. The Defendants accepted and retained the conferred benefit.
31. Under those circumstances, it would be inequitable for the Defendants to retain the benefits conferred upon them by STUDIO without paying for those benefits.
32. Based upon the foregoing, this action has been filed.

WHEREFORE, STUDIO demands judgment against Defendants, HURLEY, SOUTHWEST, YOUNGBLOODS, and H2 for its damages, costs and interest, together with any further relief this Court deems just and proper.

DATED this 26th day of July, 2018

DANIELS RODRIGUEZ BERKELEY
DANIELS & CRUZ, P.A.
Counsel for StudioPlus, LLC
4000 Ponce de Leon Boulevard, Suite 800
Coral Gables, FL 33146
Tel: (305) 448-7988
Fax: (305) 448-7978

By: /s/ Patrick J. Toomey, Jr.
Patrick J. Toomey, Jr., Esq.
Florida Bar No. 377554
ptoomey@drbdc-law.com

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Document B101™ – 2007
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of July in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Mr. Matt Hurley, Chief Investment Officer
 Southwest Florida Innovation Center, LLC
 8191 College Parkway Suite 301
 Fort Myers, Florida 33919

and the Architect:
(Name, legal status, address and other information)

StudioPlus, LLC
 12730 New Brittany Blvd
 Suite #606
 Fort Myers, FL 33907

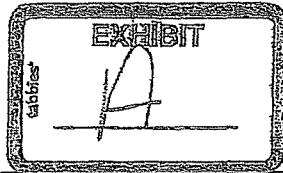
for the following Project:
(Name, location and detailed description)

Southwest Florida Innovation Center
 Atrium Shopping Center

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.



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IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

STUDIOPLUS, LLC,

Plaintiff,

v.

SOUTHWEST FLORIDA INNOVATION
CENTER, LLC, MATTHEW HURLEY,
individually,

Defendants.

COMPLAINT

Plaintiff, STUDIOPLUS, LLC, ("STUDIO") by and through its undersigned counsel, files this Complaint against SOUTHWEST FLORIDA INNOVATION CENTER, LLC ("SOUTHWEST") and MATTHEW HURLEY ("HURLEY"), individually and alleges as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action for damages in excess of \$15,000.
2. This action arises out of a Mutual Release and Settlement Agreement ("Agreement") that was entered into in Lee County, Florida and/or is to be carried out in Lee County, Florida. This Court, accordingly, has jurisdiction over this matter.
3. STUDIO is a Florida Limited Liability Company with its principal place of business in Lee County, Florida.

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CASE NO.:
Page 2

4. SOUTHWEST is a Florida Limited Liability Company with its principal place of business in Lee County, Florida.
5. HURLEY is a resident of Lee County Florida and is *sui juris* at all times material hereto.
6. Venue is proper in Lee County Florida.

GENERAL FACTS AND ALLEGATIONS

7. In or about December 2018, STUDIO, SOUTHWEST, and HURLEY entered into the Agreement. A copy of the Agreement is attached hereto as Exhibit "A".
8. Under paragraph 1 of the Agreement, SOUTHWEST and HURLEY agreed to pay STUDIO the sum of \$100,000 (the "Settlement Funds") by or before January 31, 2019. In paragraph 2 of the Agreement, HURLEY absolutely, unconditionally, and irrevocably personally guaranteed STUDIO payment of the Settlement Funds. He made an "unconditional guarantee of payment and not merely a guarantee of collection." His obligations "under this guarantee shall be performed without demand by STUDIO."
9. Neither SOUTHWEST nor HURLEY paid STUDIO the Settlement Funds by or before January 31, 2019.
10. In an abundance of caution, counsel for STUDIO sent a demand for payment to HURLEY at 3 known e-mail addresses of HURLEY's on February 1, 2019. A copy of that demand is attached hereto as Exhibit "B".
11. All conditions precedent to this matter have been met, waived, and/or excused.

CASE NO.:
Page 3

COUNT I
BREACH OF SETTLEMENT AGREEMENT- SOUTHWEST

12. STUDIO realleges and reavers the allegations contained in Paragraphs 1 through 9 and Paragraph 11 above as if fully set forth herein.

13. By failing to pay the Settlement Funds by or before January 31, 2019, SOUTHWEST breached the Agreement.

14. As a result of SOUTHWEST'S breach of the Agreement, STUDIO has suffered damages in the amount of \$100,000. Pursuant to paragraph 7 of the Agreement, furthermore, STUDIO is entitled to recover attorney's fees incurred in the prosecution of this action.

15. STUDIO retained the undersigned law firm to represent it in this matter and has agreed to pay that firm a reasonable fee for its services.

WHEREFORE, STUDIO demands judgment against SOUTHWEST for the Settlement Funds, together with reasonable attorney's fees pursuant to the terms of the Agreement, interest, and costs, plus any and all such other and further relief as the Court deems just and proper.

COUNT II
BREACH OF PERSONAL GUARANTEE - HURLEY

16. STUDIO realleges and reavers the allegations contained in Paragraphs 1 through 11 above as if fully set forth herein.

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CASE NO.:
Page 4

17. By failing to pay the Settlement Funds by or before January 31, 2019, HURLEY breached the personal guarantee provisions in the Agreement.

18. As a result of HURLEY'S breach of the personal guarantee in the Agreement, STUDIO has suffered damages in the amount of \$100,000. Pursuant to paragraph 7 of the Agreement, furthermore, STUDIO is entitled to recover attorney's fees incurred in the prosecution of this action.

19. STUDIO retained the undersigned law firm to represent it in this matter and has agreed to pay that firm a reasonable fee for its services.

WHEREFORE, STUDIO demands judgment against HURLEY for the Settlement Funds, together with reasonable attorney's fees pursuant to the terms of the Agreement, interest, and costs, plus any and all such other and further relief as the Court deems just and proper.

DATED this 12th day of February, 2019

DANIELS RODRIGUEZ BERKELEY
DANIELS & CRUZ, P.A.
Counsel for StudioPlus, LLC
4000 Ponce de Leon Boulevard, Suite 800
Coral Gables, FL 33146
Tel: (305) 448-7988
Fax: (305) 448-7978

By: /s/ Patrick J. Toomey, Jr.
Patrick J. Toomey, Jr., Esq.
Florida Bar No. 377554
ptoomey@drbdc-law.com

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**MUTUAL RELEASE AND SETTLEMENT AGREEMENT
SOUTHWEST FLORIDA INNOVATION CENTER PROJECT ("PROJECT")**

This Mutual Release and Settlement Agreement (the "Settlement Agreement"), is made and entered into on this day of November, 2018, by and between:

- i. StudioPlus, LLC, ("Studio"), a Florida liability limited company and its agents, officers, directors, and/or employees;
- ii. Southwest Florida Innovation Center, LLC, ("Southwest"), a Florida limited liability company, and its agents, officers, directors, and/or employees;
- iii. Matthew J. Hurley, ("Hurley"), individually.
- iv. Southwest and Hurley shall hereinafter collectively be referred to as "Releasees". Collectively, all parties shall be referred to as the "Parties"

AGREEMENT

In Mutual Consideration of the promises and covenants contained herein, the Parties agree as follows:

1. The Releasees shall pay Studio the sum of \$100,000.00 (the "Settlement Funds") in full and final settlement of Studio's claims arising from Project. The Releasees shall make payment of the Settlement Funds to Studio by or before January 31, 2019.
2. Hurley absolutely, unconditionally, and irrevocably personally guarantees Studio the payment of the Settlement Funds. Hurley's obligations under this guarantee constitute an unconditional guarantee of payment and not merely a guarantee of collection. The obligations of Hurley under this guarantee shall be performed without demand by Studio.
3. Upon clearance of and in consideration for the Settlement Funds, Studio shall hereby release, acquit, and forever discharge the Releasees and their agents, officers, directors, and/or employees of and from any and all claims, demands, damages, or causes of action of any kind or nature whatsoever, that Studio ever had, now has, or hereinafter can, shall or may have



Page 2

against Releasees. Upon clearance of Settlement Funds, and in consideration for the promises contained in this Agreement, Releasees shall hereby release, acquit, and forever discharge Studio and its agents, officers, directors, and/or employees of and from any and all claims, demands, damages or causes of action of any kind or nature whatsoever, that Releasees ever had, now have, or hereinafter can, shall or may have against Studio.

4. Parties agree to bear their own attorneys' fees, costs, and legal expenses incurred to date in connection with any and all disputes between the parties.

5. This Settlement Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the Parties hereto acknowledges and represents that they have not made, nor have their respective agents or attorneys made, any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce any other party to execute this Settlement Agreement, and acknowledges and warrants that he, she, or it is not executing this Settlement Agreement in reliance on any promise, representation, or warranty not contained herein.

6. Each of the Parties to this Settlement Agreement represents, warrants and agrees as follows:

a. This Settlement Agreement in all respects has been voluntarily and knowingly executed by such party.

b. Such party has had an opportunity to seek and has sought legal advice from legal counsel of such party's choice with respect to the advisability of executing this Settlement Agreement.

Page 3

c. Such party has made such investigation of the facts pertaining to this Settlement Agreement as such party deems necessary.

d. The terms of this Settlement Agreement are the result of negotiations among the parties and are entered into in good faith by the parties in accordance with Florida law.

e. This Settlement Agreement has been carefully read by such party and the contents are known and understood by such party.

f. Such party has not assigned or transferred any matter released by this Settlement Agreement or any part or portion thereof. Such party agrees to indemnify and hold harmless the opposing party(ies) from any claims resulting from any such assignment or transfer by such party, or asserted by any assignee or transferee from such party.

g. The individual(s) signing on behalf of Studio and Southwest have the requisite authority, pursuant to Florida law, to sign on behalf of and bind Studio and Southwest.

7. If any legal action, proceeding, arbitration or hearing is brought by any party to this Agreement to resolve a dispute regarding payment, as provided in this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred.

8. The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this Settlement Agreement, without regard to its conflicts of law provisions.

9. This document was mutually negotiated and drafted by the parties. No provision of this Settlement Agreement shall be interpreted for, or against, a party because such party drafted or requested such provision.

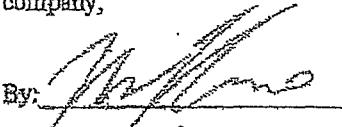
Page 4

10. This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes. Facsimile signatures, or other Electronic Signatures, to this Settlement Agreement shall for all purposes be deemed originals and shall bind the parties delivering such signatures via facsimile or email.

11. This Settlement Agreement shall become binding immediately upon execution.

12. The Parties shall cooperate fully with each other to execute any and all instruments and do such other acts as may be reasonably required to carry out the terms of this Agreement.

StudioPlus, LLC, a Florida limited liability limited company,

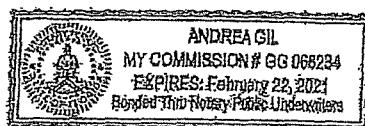
By: 

Title: CFO

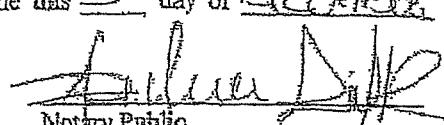
STATE OF FL
COUNTY OF LEE

I HEREBY CERTIFY that on this 5 day of DECEMBER 2013, before me, an officer duly authorized by the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ANDREA GIL to me known to be the person described in, or who has produced identification in the name of and who executed the foregoing instrument and who acknowledged before me that he executed the same.

SWORN TO AND SUBSCRIBED before me this 5 day of DECEMBER 2013.



Notary Seal


Notary Public

My Commission Expires FEB 22, 2021

Commission No:

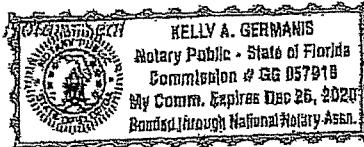
Page 5

Southwest Florida Innovation Center, LLC

By: Kelly A. GermanisTitle: ManagerSTATE OF Florida
COUNTY OF Lee

I HEREBY CERTIFY that on this 5th day of December, 2018, before me, an officer duly authorized by the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Matthew Hurley, to me known to be the person described in, or who has produced identification in the name of and who executed the foregoing instrument and who acknowledged before me that he executed the same.

SWORN TO AND SUBSCRIBED before me this 5th day of December, 2018.

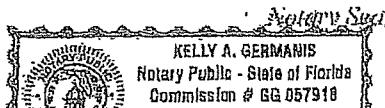


Kelly A. Germanis
Notary Public
My Commission Expires: 12/26/20
Matthew Hurley
Matthew Hurley

STATE OF Florida
COUNTY OF Lee

I HEREBY CERTIFY that on this 5th day of December, 2018, before me, an officer duly authorized by the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Matthew Hurley, to me known to be the person described in, or who has produced identification in the name of and who executed the foregoing instrument and who acknowledged before me that he executed the same.

SWORN TO AND SUBSCRIBED before me this 5th day of December, 2018.



Kelly A. Germanis
Notary Public
My Commission Expires: 12/26/20

Patrick Toomey

From: Patrick Toomey
Sent: Friday, February 01, 2019 11:21 AM
To: 'hurley@theh2org.com'; 'hurley@youngbloodsinc.com'; 'contact@mhurleyofficial.com'
Subject: Demand for payment to Studio Plus, LLC
Attachments: 10V7309-Matt Hurley Fully Executed Agreement.PDF

Dear Mr. Hurley,

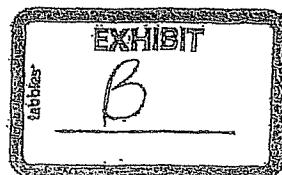
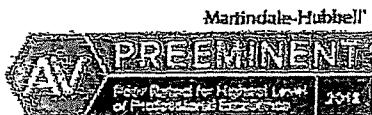
As you are aware, my firm represents Studio Plus, LLC (Studio). While you were formerly represented by Matthew Roepstorff, Esq. of the Pavese Law Firm, both Mr. Roepstorff and that firm have withdrawn from their representation. This demand is, accordingly, being sent to you directly. If you have retained new counsel, please let me know immediately.

As you are aware, payment of \$100,000 was due to Studio yesterday pursuant to the Mutual Release and Settlement Agreement (SA) attached hereto. You personally guaranteed payment of \$100,000 under the terms of that SA.

Under paragraph 2 of the SA, Studio is not required to make a demand to you for payment. In an abundance of caution, however, demand is hereby made for immediate payment of \$100,000 as per the terms of the SA. Should you not make payment in full immediately, Studio will file suit. In that suit, Studio will seek the recovery of fees and costs incurred under paragraph 7 of the SA.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Patrick J. Toomey, Jr., Esq.
 Daniels, Rodriguez, Berkeley, Daniels & Cruz, P.A.
 4000 Ponce De Leon Blvd., Ste. 800
 Coral Gables, FL 33146
 (305) 448-7988
 ptoomey@drbdclaw.com



MUR775900084

C

Linda Doggett, Lee County Clerk of Circuit Court

INSTR. # 2019000195167, Doc Type JUD, Pages 3, Recorded 8/22/2019 at 8:49 AM, Deputy Clerk DSCHAEFER ERECORD
8/20/2019 11:42 AM Filed Lee County Clerk of Court

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. : 19-CA-000806

STUDIOPLUS, LLC,

Plaintiff

v.

SOUTHWEST FLORIDA INNOVATION
CENTER, LLC, MATTHEW HURLEY,
individually,

Defendants.

FINAL JUDGMENT

This cause coming on to be heard on August 19, 2019, at a duly noticed Evidentiary Hearing/Trial and after this Court's entry of Judicial Defaults and upon Plaintiff's Motion for Entry of Final Judgment ("Motion") against Defendants, SOUTHWEST FLORIDA INNOVATION CENTER, LLC and MATTHEW HURLEY and the Court, having received and considered relevant evidence, and after having reviewed the file and being otherwise duly advised in the premises, grants Plaintiff's Motion.

IT IS THEREFORE, ORDERED AND ADJUDGED as follows:

1. Plaintiff, STUDIOPLUS, LLC, is entitled to an award of damages in the amount of \$100,000.00.
2. Plaintiff, STUDIOPLUS, LLC, is entitled to the recovery of costs in the amount of \$2,065.00.

CASE NO.: 19-CA-000806

Page 2

3. Plaintiff, STUDIOPLUS, LLC, is entitled to the recovery of attorneys' fees in the amount of \$2,310.00.
4. Plaintiff, STUDIOPLUS, LLC, is entitled to prejudgment interest in the amount of \$3,086.36.
5. Plaintiff, STUDIOPLUS, LLC's date of loss for purposes of calculating prejudgment interest is January 31, 2019, as reflected in the Complaint that has been deemed admitted pursuant to entry of Judicial Default. From January 31, 2019 through March 30, 2019, the statutory interest rate was 6.33%, for prejudgment interest of \$1,005.86. Since April 1, 2019, the statutory interest rate has been 6.57%, for prejudgment interest of \$2,080.50. The total prejudgment interest through date of Final Judgment is, accordingly, \$3,086.36.
6. Therefore, Plaintiff, STUDIOPLUS, LLC, whose address is 12271 Towne Lake Dr., Ft. Myers, Fla. 33913, shall recover, jointly and severally, from Defendant SOUTHWEST FLORIDA INNOVATION CENTER, LLC whose address is c/o Youngbloods, Inc., as the Registered Agent, 8191 College Parkway, Suite 301, Ft. Myers, Fla. 33919 and from Defendant, MATTHEW HURLEY, whose address is 14501 Grand Cay Circle, No. 2702, Ft. Myers, Fla. 33908, the total Final Judgment sum of One Hundred Seven Thousand Four Hundred Sixty One Dollars and 36/100 Cents (\$107,461.36) that shall continue to bear interest at the applicable statutory interest rate per year, **FOR WHICH EXECUTION LET ISSUE.**
7. Defendants shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment

INSTR. # 2019000195167 Page Number: 3 of 3

CASE NO.: 19-CA-000806
Page 3

creditor's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

8. The Court retains jurisdiction of the subject matter hereof and the parties hereto so as to enter such other and further orders as may be appropriate, including further orders that are proper to compel the judgment debtor to complete Florida Rule of Civil Procedure Form 1.977, including all required attachments, and serve it on the judgment creditor's attorney.

DONE AND ORDERED in Chambers, at Lee County, Florida on this 19 day of August, 2019.

Keith R. Kyle
HONORABLE KEITH KYLE
Circuit Court Judge

Copies furnished to:

Patrick J. Toomey, Esq.
Southwest Florida Innovation Center, LLC *via U.S. Mail*
Matthew Hurley *via U.S. Mail*

AUG 19 2019 /s/

D

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

CIVIL DIVISION

ATRIUM OF SW FLORIDA, INC.,
a Florida corporation,

Plaintiff,

vs.

CASE NO.

SOUTHWEST FLORIDA INNOVATION
CENTER, LLC, a Florida limited liability company,
and MATTHEW HURLEY, individually,

Defendants.

/

**COMPLAINT FOR NON-RESIDENTIAL TENANT
EVICTION/POSSESSION/DAMAGES AND BREACH OF PERSONAL GUARANTY**

Plaintiff, Atrium of SW Florida, Inc., (hereinafter "Plaintiff" or "Atrium"), by and through its undersigned counsel, hereby sues Defendants, Southwest Florida Innovation Center, LLC, (hereinafter "Southwest"), and Matthew Hurley ("Hurley") individually and alleges:

JURISDICTION AND VENUE

1. This is an action for eviction of Southwest from non-residential real property located in Lee County, Florida, and for damages in excess of \$15,000.00, exclusive of interest, costs and attorney's fees, and for other related relief.
2. Plaintiff is a Florida corporation with its principal office located in Lee County, Florida.
3. Southwest is a Florida limited liability company with its principal office located in Fort Myers, Lee County, Florida.
4. Hurley is an individual *sui juris* who is not an active member of the United States Armed Forces or allies. Hurley resides in Lee County, Florida.
5. Venue is proper in Lee County, because the property which is the subject of this action is

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
 Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

located in Lee County, Florida, the causes of action alleged herein accrued in Lee County, Florida and the parties consented to venue and jurisdiction in Lee County, Florida.

BACKGROUND ALLEGATIONS

6. The Atrium is the owner of non-residential real property located at 8695 College Pkwy., Fort Myers, Lee County, Florida, and particularly described in Exhibit "A."
7. On or about October 31, 2017, Southwest entered into a written Master Lease Agreement (the "Lease") for the subject premises. A copy of the Lease is attached as Exhibit "B."
8. Southwest took and has possession of said non-residential premises under the Lease.
9. The Lease provides in part the following:

WITNESSETH, that the said Lessor does this day lease unto said Lessee, and said Lessee does hereby hire and take as Lessee under said Lessor a commercial property known as **8695 College Pkwy. Fort Myers, FL 33919** ("Subject Property"), containing an area of approximately 115,000 square feet, situated in Lee County, Florida to be used and occupied by the Lessee who shall conduct business in the name of **Southwest Florida Innovation Center, LLC** in compliance with local health, zoning and fire laws and for no other purposes whatsoever for the term of **one year** beginning the first (1st) day of November, 2017 and ending the **thirty first (31st)** day of **October, 2018** and for the agreed total annual rental of **\$561,078.62**, plus a pro rata monthly share of the Lee County Property Taxes, and applicable Florida Sales tax, payable as follows:

RENTAL RATE. A monthly rental payment of \$46,756.55 ("Base Rent"), plus estimated monthly Lee County Property Taxes as stipulated in article #3 in the amount of \$3,243.45, Florida sales tax of \$3,000.00 shall be acknowledged as Rent for November 1st, 2017 to November 30th, 2017 ("First Month's Rent"). Base Rent of \$46,756.55, plus estimated Lee County Property Taxes as stipulated in article #3 in the amount of \$3,243.45, and Florida sales tax of \$3,000.00 shall be acknowledged as Rent for October 1st, 2018 to October 31, 2018 ("Last Month's Rent"). First Month's Rent and Last Month's Rent, a total initial payment of **\$106,000.00**, is payable upon execution of this Master Lease. Monthly payments will be due on the first (1st) day of each and every month thereafter during the term of this Master Lease.

#4. LATE FEES. In the event the payment is not honored, a late fee of \$1500 shall be assessed after the 3rd day of the month.

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

#12. DEFAULTS OF LEASE. If Lessee shall fail to pay any sums due under this Master Lease within three (3) days of the same becoming due or fail to comply with any other material term or conditions of this Master Lease, Lessor shall provide the requisite Notice and opportunity to cure to Lessee as appropriately required under Florida Statutes Chapter 83. In any action by the Lessor for possession of the Subject Property, that the Lessee interposes any defense other than payment, the Lessee shall pay into the registry of the Court the accrued rent as alleged in the complaint or as determined by the Court and the rent which accrues during the pendency of the proceeding, when due. Failure of the Lessee to pay the rent into the registry of the Court as provided herein constitutes an absolute waiver of the Lessee's defense other than payment, the Lessor shall be entitled to an immediate default without further notice or hearing thereon. Said defense of default by Lessor shall be submitted in writing by Lessee to the Lessor prior to the defense of Lessor's noncompliance, so that Lessor, shall have the opportunity to cure any alleged defaults.

10. Southwest failed to timely pay December 2017 rent, to wit: payment was made on December 31, 2017, and further, has failed to pay rent for January, February, March and April 2018.

11. Southwest's failure to timely pay December 2017 rent as well as its failure to pay rent for January 2018, February 2018, March 2018 and April 2018, in each instance, is a material default and consequent breach of the Lease.

12. Atrium provided Southwest multiple notices of Southwest's non-compliance with the Lease, including by letter dated February 21, 2018.

13. By further notice dated March 6, 2018, Atrium served on Southwest, a 3-Day Notice that demanded payment of the rent and late charges in arrears or delivery of the premises. A copy of the Atrium's notice is attached as Exhibit "C."

14. Despite the Atrium's demands, Southwest has not paid the amounts due or surrendered the premises.

15. The Atrium has suffered and will further suffer damages as a result of the Defendant's non-compliance/default.

According to the Lease and or applicable law, the Atrium is entitled to re-take possession of

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

the subject premises.

17. All conditions precedent have been performed or have otherwise been waived.
18. The Atrium has retained and is obligated to pay its undersigned attorneys a reasonable fee for their services, plus costs.
19. The Atrium, pursuant to paragraph 16 of the Lease and applicable Florida law is entitled to recover its attorney's fees from Southwest.

COUNT I
Tenant Eviction

20. This is an action pursuant to Florida Statutes, Chapter 83, to evict Southwest for non-payment of rent from commercial real property located at 8695 College Pkwy., Fort Myers, Lee County, Florida.
21. The Atrium realleges and restates paragraphs 1 through 19 as of set forth fully herein.
22. Southwest's breach by non-payment of rent places Atrium in actual danger of loss of the premises or other hardship.
23. Pursuant to Fla. Stat. §51.011, Plaintiff is entitled to summary procedure to remove Defendant, Southwest from the subject premises.

WHEREFORE, the Atrium of SW Florida, Inc. demands:

- (a) Judgment in favor of Plaintiff and against Defendant, Southwest Florida Innovation Center, LLC for possession of the subject premises and issuance of a writ of possession placing Plaintiff in possession of the subject premises forthwith;
- (b) An order pursuant to Fla. Stat. §83.232 requiring Defendant to pay the past due rent inclusive of late fees through April 30, 2018 in the amount of \$218,000.00 into the registry of the Court, plus all such amounts accruing during the pendency of this action;
- (c) Judgement entitling and awarding attorney's fees and costs to Plaintiff, the amount to be

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
 Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

determined by the Court;

- (d) The Court retain jurisdiction to grant further relief on the other counts of the complaint;
- and
- (e) Such other and further relief as the Court deems just and proper.

COUNT II
Breach of Lease

24. This is an action for breach of lease against Defendant Southwest and for damage in excess of \$15,000.00, exclusive of interest, costs and attorney's fees.

25. Atrium realleges and restates paragraphs 2 through 19 as if set forth fully herein.

26. The Lease also provides in part the following:

#7. **WATER DAMAGE**. Lessee shall be solely responsible for all costs involved with repairing any damage to the property associated with water, storm or flood damage.

#23. **MAINTENANCE AND REPAIRS**. Lessee agrees to maintain repair and replace all aspects of the Subject Property including the exterior of the building, roof and exterior walls, in good and substantial repairs. Lessee shall maintain at his own costs and expense the interior of the building including doors, ceilings, walls, fixtures, plumbing, and electrical in good and substantial repair. Lessee shall replace the HVAC (air conditioning equipment) at Lessee's own costs and expense.

#46. **LESSEE IMPROVEMENTS**. Lessee agrees to accept the property in "as is" condition. It is further agreed that Lessee shall commence with, as soon as reasonably possible, the replacement of the roof for the entire building and agrees to complete and the replacement within ninety (90) days including submitting the permit within 5 days and commencing construction within 5 days of receipt of the approved permit and agrees to continuously be moving forward on the roof so as to ensure completion within the 90 day period, the replacement of the HVAC system as soon as possible, and sections of the building which were affected by water damage as soon as possible. Specifically, the areas believed to have mold growth require immediate remediation. The cost of these items shall be the sole responsibility of the Lessee. All work shall be completed by a licensed general contractor and done in compliance with all local, state and federal codes. Evidence of the permits and waivers of lien shall be furnished to Lessor upon request. Lessee agrees to allow Lessor or Lessors representative to monitor the construction activity and attend meetings with contractors upon

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al
 Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

request. Other Lessee improvements shall be permitted by Lessor. The design and finishes of the improvements shall be done in accordance with the attached rendering and floor plans, which may be amended from time to time. Lessee shall obtain approval from Lessor of any major deviations from the attached design.

27. In addition to failing to pay rent and related charges, Southwest has also failed to comply

with the Lease by, *inter alia*, failing to:

- a. Obtain relevant permits to conduct necessary repairs to the subject building;
- b. commence construction to replace the roof of the entire building;
- c. repair and maintain the building including but not limited to, repairing areas of the building which suffered water damage and in need of mold remediation;
- d. replace the HVAC system;
- e. maintain and repair, at its own costs and expense, the interior and exterior of the building in good and substantial repair; and
- f. maintain the common areas by allowing accumulation of trash, unkept grounds and vegetation.

28. Southwest's non-compliance with the Lease is a material breach of the Lease.

29. Atrium duly served Southwest with a Fifteen (15) Day Notice requesting Southwest to cure the defaults. See Exhibit "D."

30. Southwest, however, failed to cure the defaults.

31. Atrium has suffered and will suffer damages as a result of Southwest's default.

32. Plaintiff is entitled to damages including all past due Base Rent, real property taxes, sales tax, and other charges per the Lease, interest on unpaid amounts and other charges due under the Lease; plus all such amounts due and accruing during the pendency of this suit; plus damages including, but not limited to the balance of the Base Rent, real property tax, sales tax and other charges/sums due to Plaintiff under the Lease for the remainder of the term of the Lease, and as provided by law; plus damages including cost to maintain/repair the premises that were the obligation of Defendant, Southwest under the Lease.

WHEREFORE, the Atrium of SW Florida, Inc. demands judgment against Defendant,

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

Southwest Florida Innovation Center, LLC for all compensatory damages under the Lease and by law, together with interest, reasonable attorneys' fees and costs, plus such other and further relief as the Court deems just and proper.

COUNT III
Breach of Personal Guaranty – Hurley

33. This is an action for breach of personal guaranty and for damages in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees.
34. Atrium realleges and restates paragraphs 2 through 19 as if set forth fully herein.
35. Hurley is, upon information and belief, founder and manager of Southwest.
36. On or about October 31, 2017, Hurley as personal guarantor for Southwest, entered into written personal guaranty agreement to induce Plaintiff into entering the Lease. A copy of which is attached as Exhibit "E."
37. Hurley personally and unconditionally guaranteed to the Atrium, the due and punctual payment, and not just the collectability, of the principal, interest, late charges and other sums payable under the Lease when due.
38. At present, Atrium is due and owed rent for January 2018, February 2018, March 2018 and April 2018, in the combined principal sum of \$218,000.00 and the remaining balance of rent payments that will come due after April 2018.
39. Further, Defendant Southwest per the Lease, is obligated to effect and repair the leased premises at Defendant's cost.
40. Southwest, however, failed to effect the repairs and maintenance required under the Lease.
41. The cost to repair and maintain the premises which Atrium was obligated to effect under the Lease, are also an obligation of Hurley under the guaranty.
42. Atrium notified Hurley of Defendant Southwest's non-payment of rent and Southwest's

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

failure to repair and maintain the premises. See e.g. notice(s) to Hurley attached as Exhibit "C" and "D", respectively.

43. Despite notice and demand, Hurley has failed to pay the sums due, failed with respect to the guarantee of performance of relevant obligations under the Lease and continue to refuse to do so notwithstanding the terms of the guaranty.

44. Hurley has materially breached the guaranty agreement by, *inter alia*, Hurley's failure and refusal to pay Atrium the sums due and owing and also Hurley's failure under the guarantee of performance of relevant obligations per the Lease and Guaranty,

45. Plaintiff is entitled to damages including all past due Base Rent, real property taxes, sales tax, and other charges per the Lease, interest on unpaid amounts and other charges due under the Lease; plus all such amounts due and accruing during the pendency of this suit; plus damages including, but not limited to the balance of the Base Rent, real property tax, sales tax and other charges/sums due to Plaintiff under the Lease for the remainder of the term of the Lease, and as provided by law; and damages including cost to maintain/repair the premises that were the obligation of Defendant, Southwest under the Lease.

46. Atrium has suffered and will suffer damages as a result of Hurley's breach of the guaranty agreement.

47. Atrium has retained and is obligated to pay its undersigned attorneys for their services, for which Hurley is liable under the guaranty, Lease and applicable law.

WHEREFORE, the Atrium of SW Florida, Inc. demands judgment against Matthew Hurley for damages in the principal sum provable at trial together with interest, reasonable attorneys' fees,

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Complaint for Non-Residential Tenant Eviction/Possession/Damages and Breach of Personal Guaranty

costs, interest and such other and further relief as the Court deems just and proper.

Dated this 12th day of April, 2018.

FRATER LAW FIRM, P.A.
Attorneys for the Plaintiff

/s/ Fitzgerald A. Frater
Fitzgerald A. Frater, Esq.
Florida Bar No.: 078735
Nathalie Nozile, Esq.
Florida Bar No. 86198
ffrater@fraterlaw.com
nnozile@fraterlaw.com
nbianchi@fraterlaw.com
2375 Tamiami Trail North, Suite 210
Naples, Florida 34103
Telephone No.: (239) 649-0595
Facsimile No.: (239) 261-7908

Official Records BX 07937 pg 0250

Exhibit A

A tract or parcel of land lying in the northeast 1/4, of the northwest 1/4, of section 15, Township 45 South, Range 24 East, Lee County, Florida which tract or parcel is described as follows:

From the Northwest corner of said fraction of a section, ran southerly along the west line of said fraction of a section for 108.0 feet to a 1 1/2 inch steel pipe marking the intersection with the northerly line of College Parkway (100 feet wide) and the point of beginning of the herein described parcel. From said point of beginning, continue southerly along the west line of said fraction of a section for 599.76 feet, to a concrete monument marking the intersection with the westerly line of Winkler Road (100 feet wide); thence deflect 89° 58' 10" to the left, and run easterly parallel with said northerly line of College Parkway for 459.05 feet, to a concrete monument marking the intersection with the westerly line of Winkler Road (100 feet wide); thence deflect 88° 23' 20" to the left and run northerly along said westerly line for 680 feet to a concrete monument marking the intersection with said southerly line of College Parkway; thence deflect 91° 36' 49" to the left and run westerly along said southerly line for 476.24 feet to the point of beginning.

Less and except that portions of land conveyed to Lee County, a political subdivision of the State of Florida, by Warranty Deed recorded in CR Book 2082, Page 2535, in the Public Records of Lee County, Florida.

Parcel Identification Number: 15-45-24-00-00016.003A

MUR775900099

E

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000252131, Doc Type JUD, Pages 7, Recorded 11/1/2019 at 9:25 AM, Deputy Clerk CTELTMAN ERECORD
10/30/2019 12:21 PM Filed Lee County Clerk of Courts

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

CIVIL DIVISION

ATRIUM OF SW FLORIDA, INC.,
a Florida corporation,

Plaintiff/Counter-Defendant,

vs.

CASE NO. 18-CA-1520

SOUTHWEST FLORIDA INNOVATION
CENTER, LLC, a Florida limited liability company,
and MATTHEW HURLEY, individually,

Defendants/Counter-Plaintiffs/
Third-Party Plaintiffs,

vs.

NORMAN LIDDELL, an individual,

Third-Party Defendant.

FINAL JUDGMENT

This action was duly noticed and scheduled for trial by jury on October 25, 2019. Prospective jurors were summoned and the venire was waiting to be called in for voir dire. Plaintiff Atrium of SW Florida, Inc. and Third-Party Defendant Norman Liddell were present with their counsels of record. The case was called, however, Defendant/Counter-Plaintiff/Third-Party Plaintiff Mathew Hurley and Defendant Southwest Florida Innovation Center, LLC did not appear for the trial. The Court finds that Mathew Hurley and Southwest Florida Innovation Center, LLC's failure to appear for trial on October 25, 2019 was willful, deliberate and in disregard of the Court's authority. Consequently, all pleadings by Mathew Hurley including his answer and affirmative defenses in response to Atrium of SW Florida, Inc.'s Amended Complaint, Mathew Hurley and Southwest Florida Innovation Center, LLC's demands for trial

INSTR. # 2019000252131 Page Number: 2 of 7

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Case No. 18-CA-1520
Final Judgment

by jury, Matthew Hurley's Counterclaim against Atrium of SW Florida, Inc. and Matthew Hurley's Third-Party action against Norman Liddell, inclusive of his demand for trial by jury are hereby stricken. Further, default is hereby entered against Matthew Hurley as to Atrium of SW Florida, Inc.'s Amended Complaint.

Damages

After default against Matthew Hurley and striking of the demands for trial by jury by Southwest Florida Innovation Center, LLC and Matthew Hurley, the issue of damages was tried before the Court. On the evidence presented, the Court finds as follows:

1. On or about October 31, 2017 Southwest Innovation Center, LLC as Tenant entered into a written Master Lease Agreement with Atrium as Landlord for the commercial property known as 8695 College Parkway, Fort Myers, Florida 33919 (the "Premises").
2. In connection with the Master Lease, Matthew Hurley executed and delivered a personal guaranty to Atrium of SW Florida, Inc. whereby, Matthew Hurley, personally and unconditionally guaranteed to Atrium of SW Florida, Inc., the due and punctual, and not just the collectability, of the principal, interest, late charges and other sums payable under the Master Lease when due.
3. The Master Lease was for a term of one (1) year beginning November 1, 2017 to October 31, 2018.
4. From November 1, 2017 until it was evicted on June 5, 2018, Southwest Innovation Center, LLC had possession of the Premises. Plaintiff Atrium of SW Florida, Inc. retook possession of the Premises, however, the Premises was in a state of disrepair and not rentable.

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Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
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Final Judgment

5. Southwest Florida Innovation Center, LLC was obligated to pay Atrium of SW Florida, Inc. monthly rent in the principal sum of \$53,000.00, on or before the 1st day of each month during the term of the lease. If the rent was not paid by the 3rd day of the month, a late fee of \$1,500.00 was due.
6. At the execution of the Master Lease, Southwest Florida Innovation Center, LLC paid Atrium of SW Florida, Inc. \$150,000.00 for first month's rent (\$53,000.00), last month's rent (\$53,000.00) and security deposit (\$44,000.00). The security deposit was non-refundable.
7. Rent due for December 1, 2017 was not paid until on or about December 31, 2017. Therefore, a late fee of \$1,500.00 came due as of December 4, 2017.
8. The rent due for January 2018, and each subsequent month was not paid. Likewise, the late fee of \$1,500.00 due for January 2018 and each subsequent month was not paid.
9. On February 27, 2018, Studioplus LLC recorded against a claim of lien against the Premises allegedly for non-payment of design services rendered to Southwest Florida Innovation Center, LLC.
10. Pursuant to section 35 of the Master Lease, Southwest Innovation Center, LLC, was obligated to have any such lien canceled and discharged of record.
11. Both Southwest Florida Innovation Center, LLC and Matthew Hurley failed or refused to have the lien canceled and discharged of record despite Atrium of SW Florida, Inc.'s demand.
12. Atrium of SW Florida, Inc. paid \$5,000.00 to StudioPlus LLC to have the lien cancelled and discharged of record.
13. The Master Lease also required Southwest Florida Innovation Center, LLC to purchase

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Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
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Final Judgment

and maintain property and liability insurance for the Premises throughout the lease term. Southwest Florida Innovation Center, LLC, however, failed to do so. As a result, between May 1, 2018 and July 31, 2018, Atrium of SW Florida, Inc. was forced to pay \$23,392.94 in premiums to IPFS Corporation to keep the Premises insured.

14. The Court finds that Defendants, Southwest Florida Innovation Center, LLC and Matthew Hurley are liable to Plaintiff Atrium of SW Florida, Inc. for (a) \$371,000.00 in unpaid rent¹; (b) \$12,000.00 unpaid late fees; (c) \$23,392.94 for insurance premiums; and (d) \$5,000.00 to discharge the StudioPlus, LLC claim of lien.

15. Further, the Court finds that Defendants, Southwest Florida Innovation Center, LLC and Matthew Hurley are liable to Plaintiff Atrium of SW Florida, Inc. for \$35,854.02 in prejudgment interest at the legal rate in the sum of \$35,854.02. (See attached table).

Accordingly, it is hereby ADJUDGED that:

A. All pleadings by Defendant/Counter-Plaintiff/Third-Party Plaintiff Matthew Hurley are stricken and default is entered against Matthew Hurley as to Plaintiff Atrium of SW Florida, Inc.'s Amended Complaint.

B. Judgment is hereby entered in favor of Plaintiff Atrium of SW Florida, Inc. against Defendants Southwest Florida Innovation Center, LLC and Matthew Hurley, jointly and severally, for damages in the principal sum of \$411,392.94 together with accrued interest thereon in further sum of \$35,854.02 for a combined total sum of \$447,246.96 for which let execution issue forthwith. Interest shall continue to accrue on the principal amount due under this judgment

¹ Plaintiff Atrium of SW Florida, Inc. sought rent and late fees through August 31, 2018. The prepaid last month's rent is credited for August 2018 and therefore, no late fee was due for August 2018.

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Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Case No. 18-CA-1520
Final Judgment

nunc pro tunc October 26, 2019, at the legal rate, until paid in full.

C. Plaintiff Atrium of SW Florida, Inc. is the prevailing party in the action. Plaintiff pleaded entitlement to attorney's fees against Defendants Southwest Florida Innovation Center, LLC and Matthew Hurley. Plaintiff is entitled to recover its reasonable attorneys fees and costs against Defendants Southwest Florida Innovation Center, LLC and Matthew Hurley pursuant to paragraph 16 of the Master Lease and paragraph 12 of the Personal Guaranty.

D. Further, as the party recovering judgment, Plaintiff is entitled to recover costs pursuant to Fla. Stat. 57.041(1).

E. For the purpose of this judgment, below are the address(es) of the Parties:

- (i) Plaintiff, Atrium of SW Florida, Inc., 8111 South Indian River Drive
Fort Pierce, FL 34982;
- (ii) Defendant, Southwest Florida Innovation Center, LLC, 8191 College Pkwy,
Suite 300, Fort Myers, FL 33919; and 8191 College Pkwy, Suite 301, Fort
Myers, FL 33919; and
- (iii) Defendant, Matthew Hurley, 8191 College Pkwy, Suite 300, Fort Myers, FL
33919 and 8191 College Pkwy, Suite 301, Fort Myers, FL 33919.

F. Defendant, Mathew Hurley shall complete Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) and Southwest Florida Innovation Center, LLC shall complete Florida Rule of Civil Procedure Form, 1.977(A), including all required attachments and serve it on Plaintiff's attorney or Plaintiff if the Plaintiff is not represented by an attorney, within 45 days from the date of this final judgment, and file a notice of compliance with the clerk of court as

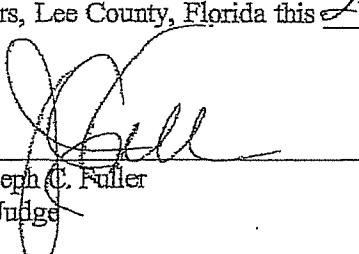
INSTR. # 2019000252131 Page Number: 6 of 7

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Case No. 18-CA-1520
Final Judgment

required by Rule 1.560 unless the judgment is satisfied or post-judgment discovery is stayed.

G. The Court reserves jurisdiction as to all other issues not otherwise disposed of herein including to determine attorney's fees and costs to be awarded to Plaintiff and to enter such further orders that are proper including to compel Defendants to complete form 1.977 and or 1.977(A), including all required attachments, and serve it on the Plaintiff's attorney, or the Plaintiff if the Plaintiff is not represented by an attorney.

DONE AND ORDERED in Chambers in Fort Myers, Lee County, Florida this 29th day of October, 2019.


Honorable Joseph C. Fuller
Circuit Court Judge

Cc:


Fitzgerald A. Frater, Esq.
Southwest Florida Innovation Center, LLC, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919
Matthew Hurley, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919
Southwest Florida Innovation Center, LLC, 8191 College Pkwy, Suite 301, Fort Myers, FL 33919
Matthew Hurley, 8191 College Pkwy, Suite 301, Fort Myers, FL 33919

F

12/18/2019 3:43 PM Filed Lee County Clerk of Courts

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

CIVIL DIVISION

ATRIUM OF SW FLORIDA, INC.,
a Florida corporation,

Plaintiff/Counter-Defendant,

vs.

CASE NO.: 18-CA-1520

SOUTHWEST FLORIDA INNOVATION
CENTER, LLC, a Florida limited liability company,
and MATTHEW HURLEY, individually,

Defendants/Counter-Plaintiffs/
Third-Party Plaintiffs,

NORMAN LIDDELL,

Third-Party Defendant.

STIPULATED FINAL JUDGMENT AS TO COSTS AND ATTORNEY'S FEES

THIS CAUSE came before the Court upon Plaintiff, Defendants and Third-Party Defendants' stipulation for entry of final judgment as to costs and attorney's fees and the Court, being fully advised in the premises,

IT IS ADJUDGED that:

1. Plaintiff, Atrium of SW Florida, Inc., and Third-Party Defendant, Norman Liddell shall recover the principal sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) from Southwest Florida Innovation Center, LLC and Matthew Hurley individually, that shall bear interest at the statutory legal rate, currently 6.89% per year, until paid in full, for which let execution issue forthwith.
2. For the purpose of this judgment, below are the address(es) of the Parties:
 - a. Plaintiff, Atrium of SW Florida, Inc., 8111 South Indian River Drive

Atrium of SW Florida, Inc. v. Southwest Florida Innovation Center, LLC, et al.
Case No. 18-CA-1520
Stipulated Final Judgment

b. Defendant, Southwest Florida Innovation Center, LLC, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919; and 8191 College Pkwy, Suite 301, Fort Myers, FL 33919;

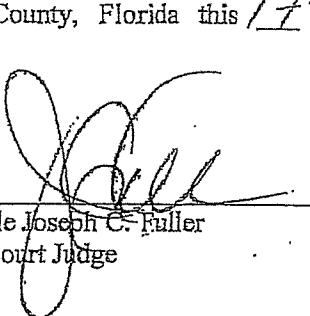
c. Defendant, Matthew Hurley, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919 and 8191 College Pkwy, Suite 301, Fort Myers, FL 33919; and

d. Third-Party Defendant, Norman Liddell, 8111 South Indian River Drive Fort Pierce, FL 34982.

3. This Court reserves jurisdiction of this case to enter such further orders as may be necessary to enforce this judgment including, but not limited to attorney fees and costs for enforcement pursuant to Fla. Stat. §57.115.

DONE AND ORDERED at Fort Myers, Lee County, Florida this 17th day of

April, 2019.


Honorable Joseph C. Fuller
Circuit Court Judge

Conformed copies to:

Fitzgerald A. Frater, Esq.

Southwest Florida Innovation Center, LLC, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919

Matthew Hurley, 8191 College Pkwy, Suite 300, Fort Myers, FL 33919

Southwest Florida Innovation Center, LLC, 8191 College Pkwy, Suite 301, Fort Myers, FL 33919

Matthew Hurley, 8191 College Pkwy, Suite 301, Fort Myers, FL 33919

Addendum B

From: WilliamFiglesthaler
Date: Sun, Mar 29, 2020, 4:32 PM
Subject: Updated Agreement
To: <joanndebartolo>
Cc: Matt Hurley

JoAnn,

Attached is the updated agreement. I have included the section on fundraising.

Also, regarding the specific listing of individual activities, such as making phone calls, etc., there is no way we can possibly list everything. It is better to keep it simple and state the the listed duties and responsibilities are representing the candidate and that this list of activities is not exhaustive. We will work as a team to do whatever it takes to win this race. All ideas are welcome, and we insist upon everybody giving us their best efforts from top to bottom, including me.

As the agreement is short and simple, and we have discussed and agreed upon these terms verbally, I welcome any additional questions for clarification, but I respectfully request that you sign and return to me as soon as possible.

Once signed, I will counter-sign and send back to you. Travis and Matt will get you set up with the phones, strategy, etc. They will be your daily point of contact. Also, we must keep everything that is going on within our campaign completely confidential—COMPLETELY. We want everyone to stay excited, positive and focused on the goal. We have a diverse group of team members, and each is ideal for the role they play in this campaign. Our district is as diverse as our team and we want as many votes as possible.

I know I speak for Matt, Travis, myself and the entire team when I say that we are all excited to have you on Team Fig!

Thank you and best regards,
Dr. Fig
William Figlesthaler, MD FACS

4.1. Consultations. Client agrees to weekly campaign status meetings with PSC to review the state of the campaign, including public perception, media, future strategies, expenditures and activities. These meetings are a necessary component to the success of this campaign and every effort is needed by both parties to satisfy this requirement.

In fact your document states that we would need to mutually agree upon anything that you would be asked to do.

We would think that you would want to be apprised of how your campaign is being run as well as being instrumental in giving your input as to the direction your campaign is taking.

All of the money is up front \$50K, due by April 15th,

In this industry, as a general rule, 50% of the contract amount is due upon acceptance of the agreement and the balance is due 30 days later. Obviously, this is open to negotiation. Please submit your payment schedule proposal.

What is you are also asking for 10% of all fundraising proceeds. I am sure you have references from past successful campaigns with fundraising numbers that I can review, but we can discuss this later.

5.5. Fundraising lists. Client agrees to compensate PSC ten percent (10%) of the gross donations procured through the efforts of PSC and is payable on the 15th of the following month after receipt.

We are NOT asking for 10% from ALL of YOUR Fundraising efforts. We propose to provide you access to our proprietary Fundraising/Donor Lists. As an industry standard, we shall be entitled to a 10% override of the donations procured from the use of our Lists and through the efforts of PSC. These Fundraising/Donor Lists would provide addition dollars to your campaign, however, you are under **NO OBLIGATION** to utilize our Lists.

We have a winning strategy in place, which includes a massive ground game as well as digital, mail and TV. We had already anticipated others entering the race, and politics is not a poor man's sport. There still more to drop out and maybe even more to enter.

As an FYI, Tom & I owned the largest independent Direct Mail advertising business in San Diego County California. We know a thing or two about direct mail! We sold the company and I then began

WORKING FOR Samsung Electronics in their print advertising division.

Lets make plans to sit down and discuss how we can work together toward the common goal of a victory in this race with plans for an active role in the district during my administration as FL-19 Congressman.

Please let me know when you are available to meet with me and Tom. I am sure we will be able to come to a mutually agreeable time.

Thank you and best regards,

Bill

William Figlesthaler, MD FACS

www.drlfigforcongress.com

On Mar 20, 2020, at 6:04 AM, JoAnn DeBartolo wrote:

Dr. Fig,

A late entrant will be announcing his intentions to join the CD-19 race today and he will be a VERY formidable candidate. He is a Port Royal resident and already has a number of high profile backers as well as endorsements. He is self-funded and will be hitting the airwaves hard and fast. Like you, he is "*In it to Win it.*" I want you to be one of the first to know of this latest revelation in the ever-changing dynamics of this race.

With that said, I have not heard from you concerning the *Consultant Agreement* emailed to you Tuesday evening and I am curious as to how you plan to proceed with the utilization of our services.

Please let me know your intentions concerning Tom and me joining your team. We look forward to hearing from you soon.

Thank you.

JoAnn

JoAnn DeBartolo

On Fri, Mar 20, 2020 at 7:04 AM WilliamFiglesthaler
wrote:

JoAnn,

I received your email and proposal. I know Casey Askar, and also was already aware of his decision to run. There are other developments in this race as well, which have yet to surface.

We are aware of at least two potential developments.

I have been extremely busy with my community service, working with local officials, the CDC, hospitals and other agency's during this difficult time with COVID-19. This pandemic has really put the good people of our district on their heels both medically and financially. My lifetime approach of service to others is the exact same approach that I will exercise across our district when I officially become our Congressman. We need consistent leadership and selflessness during unexpected crises and always.

Very commendable of you! We salute you.

As you know, we have suspended our "ground game" for now as our team has shifted its efforts toward helping the community get through this COVID-19 crisis, which is affecting everyone. We are all stepping up. All public gatherings and events have been canceled until late April at the earliest.

Yes, we heard about the shift in direction in your campaign from Bob Brown. The *Republican Party of Florida* has asked for a moratorium on gatherings greater than 10 people through mid-April. This time frame is subject to revision based on the current situation at that time. In fact, our event with Lieutenant Governor Jeanette Nunez has been pushed back to a tentative date of April 21, 2020.

You're awesome, and I would love to have you on board with our team and my administration after the election. On the other hand, in reading your proposal, I am unclear as to what exactly you would be obligated to do for your fee.

(See Page 1, Paragraph 2.1 Services as well as Paragraph 4.1 Consultations)

2.1. Services. During the term of this Agreement, PSC agrees to devote its best efforts to provide strategic counsel, data interpretation, political analysis, endorsement procurement, grassroots engagement and special events coordination to Client as well as other efforts mutually agreed upon by both Client and PSC. Additionally, PSC shall provide Client access to PSCs proprietary fundraising/donor lists. (See Section 5.5)

From: WilliamFiglesthaler

Date: Sun, Mar 29, 2020, 4:32 PM

Subject: Updated Agreement

To: <joanndebartolo>

Cc: Matt Hurley

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We will work as a team to do whatever it takes to win this race. All ideas are welcome, and we insist upon everybody giving us their best efforts from top to bottom, including me.

As the agreement is short and simple, and we have discussed and agreed upon these terms verbally, I welcome any additional questions for clarification, but I respectfully request that you sign and return to me as soon as possible.

Once signed, I will counter-sign and send back to you. Travis and Matt will get you set up with the phones, strategy, etc. They will be your daily point of contact. Also, we must keep everything that is going on within our campaign completely confidential—COMPLETELY. We want everyone to stay excited, positive and focused on the goal. We have a diverse group of team members, and each is ideal for the role they play in this campaign. Our district is as diverse as our team and we want as many votes as possible.

I know I speak for Matt, Travis, myself and the entire team when I say that we are all excited to have you on Team Fig!

Thank you and best regards,

Dr. Fig

William Figlesthaler, MD FACS

www.drfigforcongress.com

~~-williamfiglesthaler~~

Date: Sun, Mar 22, 2020 at 11:02 PM

Subject: Re: Follow up

To: JoAnn DeBartolo

Cc: Matt Hurley

Dear JoAnn,

I appreciate your thoughtful and detailed responses. We are not wasting time campaign-wise, despite the COVID-19 crisis. We are running this race to win. I am already lining up precinct captains throughout Collier and Lee counties, as I have thousands of past employees, patients and business relationships in the district wanting to participate.

Will this Thursday at my campaign office any time between 9-11 AM work for you? Please let me know at your earliest convenience. Tom is welcome to join us.

The address is:

8191 College Parkway
Fort Myers, FL 33919

Thank you and best regards,

William Figlesthaler, MD FACS
www.drlfigforcongress.com

On Mar 22, 2020, at 5:25 PM, JoAnn DeBartolo

wrote:

Please see my response to your email below.

JoAnn

JoAnn DeBartolo

484-842-6334 Fax

19 Congressman.

Thank you and best regards,
Bill
William Figlesthaler, MD FACS
www.drfigforcongress.com

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wrote:

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With that said, I have not heard from you concerning the *Consultant Agreement* emailed to you Tuesday evening and I am curious as to how you plan to proceed with the utilization of our services.

Please let me know your intentions concerning Tom and me joining your team. We look forward to hearing from you soon.

Thank you.

JoAnn
JoAnn DeBartolo

From: [WilliamFiglesthale1](#)

Date: Fri, Mar 20, 2020 at 7:04 AM

Subject: Re: Follow up

To: JoAnn DeBartolo

Cc: Matt Hurley

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You're awesome, and I would love to have you on board with our team and my administration after the election. On the other hand, in reading your proposal, I am unclear as to what exactly you would be obligated to do for your fee. In fact your document states that we would need to mutually agree upon anything that you would be asked to do. All of the money is up front \$50K, due by April 15th, and you are also asking for 10% of all fundraising proceeds. I am sure you have references from past successful campaigns with fundraising numbers that I can review, but we can discuss this later.

We have a winning strategy in place, which includes a massive ground game as well as digital, mail and TV. We had already anticipated others entering the race, and politics is not a poor man's sport. There still more to drop out and maybe even more to enter.

Lets make plans to sit down and discuss how we can work together toward the common goal of a victory in this race with plans for an active role in the district during my administration as FL-19 Congressman.

Thank you and best regards,

Bill

William Figlesthaler, MD FACS

www.drfigforcongress.com

Addendum C

From: Charlie
Subject: Matt Hurley Info
Date: June 25, 2020 at 11:35 AM
To: jonnyparrish

HURLEY, MATTHEW
JAMES
Booking # 924915
DOB: 1996-04-05
US

Booking
Time:
2020-06-18
12:50
Released:
2020-06-18
18:08



https://www.sheriffleefl.org/how_to_learn_more_about/arrest_search/index.pho?view=inmateDetail&id=924915