

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

MARIANA VELARDE VETERE,

Plaintiff,

v.

Case No.: 05-2023-CA-017219

Civil Division

Honorable Judge Scott Blauë

CHARLES DAVID BLACK, a/k/a CHAD BLACK;
KRISTIN D. BLACK a/k/a KRISTIN BRIMMER;
BLACK MOUNTAIN DESIGN, LLC;
JAKE COLTON REYNOLDS;
JENNIFER C. COOPER; &
CHAD W. COOPER,

Defendants.

PLAINTIFF’S FIRST AMENDED COMPLAINT

Ms. Mariana Velarde Vetere, Plaintiff to the above-styled cause, (“Plaintiff” or, “Ms. Velarde Vetere”), by and through undersigned counsel, hereby files *Plaintiff’s First Amended Complaint* against Mr. Charles David Black, Jr. a/k/a Chad Black (“Defendant Chad Black”); Ms. Kristin Danae Black (neè Brimmer), (“Defendant Kristin Black”); Mr. Jacob Colton Reynolds, (“Defendant Reynolds”); Black Mountain Design, LLC (“Defendant Black Mountain”); Mr. Chad William Cooper (“Defendant Chad Cooper”), and Ms. Jennifer C. Cooper (“Defendant Jenn Cooper”) and in support thereof states as follows.

PREFACE

1. Plaintiff, Ms. Velarde Vetere, is a victim of a multimillion-dollar pool contracting scheme.
2. This is a case about systematic fraud and theft, not pool construction.
3. From August 2018 to August 2022, Legacy Pools, LLC, which was owned by Defendant Chad Black, brought in over \$32,000,000.00, but only actually completed a handful of pools—including the one he built for himself in his own backyard using the victims’ comingled funds.
4. The heads of this criminal Enterprise are Defendants Chad and Kristin Black, and their financiers, Defendants Chad and Jennifer Cooper.
5. Each victim was solicited by one of five (5) key players—in this case, Defendant Reynolds.
6. Defendant Reynolds used a shell company, Defendant Black Mountain, to receive payments for Florida pool “design” work he fraudulently performed from the State of Virginia—where he was not licensed, qualified or supervised.

7. Defendant Black Mountain, as a subcontractor, was required to be licensed to perform pool construction work. However, Defendant Black Mountain was not licensed or even registered to do business in the State of Florida.

8. Defendants Chad and Jenn Cooper significantly aided and abetted the Enterprise in a variety of ways, including sourcing and controlling the employees and contributing financing.

9. Defendant Chad Cooper, an Elevation Church pastor, used his control and influence over Elevation Church to further the scheme. He accepted large checks and travel points in exchange.

10. Defendant Jenn Cooper, like her husband, used her control and influence over Elevation Church congregants to further the scheme. She also accepted large checks and travel points in exchange. She opened a credit card through Legacy Pools and threw parties for its employees. She helped Defendant Kristin Black hide the luxury items she purchased with the victims' construction funds in her garage to evade detection.

11. Defendant Chad Black **has admitted** to abandoning hundreds of pool construction projects without just cause or notification to the owners in a recent deal with the Department of Business and Professional Regulation. *See* Exhibit A.

12. Defendant Chad Black extorted Plaintiff Velarde Vetere into making payments under duress after causing substantial damage to her property, performing defective, unlicensed work at her home, and under the knowingly false promise to fix it and complete her pool. He did no further work once he received her last payment, which he only procured by threatening to lien her house—putting her in fear that she would lose her home.

13. This is a case about an organized and calculated scheme to defraud—and it is a case about each of these Defendants knowingly and intentionally electing to capitalize and profit from the horrendous exploitation of Florida homeowners¹.

¹ The undersigned attorney has filed five (5) other lawsuits to date regarding this Enterprise: (1) Joshua Lueck *et al.* v. Charles D. Black, Kristin D. Black, *et al.* Case No. 05-2023-CA-017217 (Paulk, J.); (2) Steven Wade v. Charles D. Black, Kristin D. Black, *et al.* Case No. 05-2023-CA-017232 (Paulk, J.); (3) Jeremy Perkins v. Charles D. Black, Kristin D. Black, *et al.* Case No. 05-2023-CA-014974 (Paulk, J.); (4) Patrick Lee v. Charles D. Black, Kristin D. Black, *et al.* Case No. 05-2023-CA-014855 (Paulk, J.); and (5) Anton Saa v. Charles Black, 05-2022-CA-053461-XXXX-XX. These lawsuits will ultimately be requested to be consolidated. Defendant Chad Black is facing criminal proceedings in Osceola County, Florida for two third-degree felonies which are directly related to Legacy Pools in Case No. 2022-CF-003585, to which he has bonded out. Michael Flowers brought a lawsuit against Legacy Pools in 2021, 05-2021-CA-012000-XXXX-XX. Shalom and Carmen Einhorn (05-2022-CA-011000-XXXX-XX) were this law firm's first victim-client (Blau, J.). In an egregious case, Defendant Kristin Black failed to pay a gunite subcontractor the consumers had paid Legacy Pools for, who initiated foreclosure, Case No. 05-2022-CC-048302-XXXX-XX.

PARTIES, JURISDICTION & VENUE

14. At all times material the Plaintiff, Ms. Velarde Vetere, resided at 7802 Tukey Oak Lane, Kissimmee, Florida 34747.

15. At all times material hereto, Defendant Chad Black resided at 4647 Broomsedge Circle, West Melbourne, Florida 32904.

16. At all times material hereto, Defendant Kristin Black resided at 4647 Broomsedge Circle, West Melbourne, Florida 32904.

17. Defendant Reynolds resides at 1368 Craig Robertson Road SE, Roanoke, Virginia 24014.

18. Defendant Black Mountain is an active Virginia Limited Liability Corporation with an address of 1368 Craig Robertson Road SE, Roanoke, Virginia 24014.

19. Defendant Chad Cooper resides at 2810 Brandywine Lane, Melbourne, Florida 32904.

20. Defendant Jen Cooper resides at 2810 Brandywine Lane, Melbourne, Florida 32904.

21. This is an action for damages in excess of \$50,000.00 exclusive of interest, court costs and attorney's fees.

22. Plaintiff Velarde Vetere's construction funds were wrongfully converted in Brevard County, Florida, mostly across state lines.

23. Venue is proper in the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida pursuant to Section 47.011, *Florida Statutes*.

24. On October 18, 2022 Legacy Pools filed for Chapter 11 bankruptcy.

25. The bankruptcy court (Vaughn, J.) involuntarily converted Legacy Pools' Chapter 11 to a Chapter 7 liquidation after a two (2) day trial, finding that Defendants Chad and Kristin Black **acted in bad faith**. See Exhibit B.

26. On February 27, 2023 the Plaintiff, *inter alia*, filed lawsuits against Defendants Chad and Kristin Black and other specified named defendants.

27. On March 14, 2023 Defendants Chad and Kristin Black filed a suggestion of bankruptcy in all of these cases referenced in paragraph 26 above.

28. On June 29, 2023 the Honorable Judge Vaughn granted limited relief from the personal bankruptcy stay to effectuate service of process on Defendants Chad and Kristin Black.

29. On August 21, 2023 the Honorable Judge Vaughn granted the Plaintiff, certain named others, and all other potentially-affected others' relief from the automatic stay.

30. All conditions precedent to bringing this action have been performed or have been waived.

PLAINTIFF VELARDE VETERE'S STATEMENT OF THE FACTS

31. In March 2021 the Plaintiff, Ms. Velarde Vetere, found the website for Legacy Pools and was contacted by Defendant Reynolds, who claimed to be a pool designer.

32. From March 2021 to March 2022, the Plaintiff planned her pool with Defendant Reynolds—who's intention was only to facilitate the garnering monetary amounts from Plaintiff, and as such ensured to initially maintain the appearance of being available and of assistance.

33. Once the Plaintiff made a large first payment, she reached out to Defendant Reynolds for help when things were not being done.

34. However, after receipt of the large first payment from the Plaintiff, Defendant Reynolds became wholly unresponsive.

35. Ultimately, a hole was dug in Plaintiff Velarde Vetere's yard, her fence was destroyed, a gaping unprotected hole was left behind—poising a danger to her children, her neighbor's children, and their pets, which became infested by rats and mold, a car-sized pile of dirt was dumped and abandoned in front of her home and code enforcement started threatening to fine her because no permit was posted.

36. Unlicensed plumbing work was started, concrete was sprayed everywhere, the pool was not being built to the specifications Defendant Black Mountain prepared, and the Plaintiff started making almost daily complaints through phone calls, emails and text messages.

37. In response, Defendant Chad Black threatened to lien Plaintiff Velarde Vetere's home if she refused to make another payment.

38. In fear, she did—and she hoped that her pool would be repaired, her fence would be replaced, the dirt would be removed, a permit would be posted, the overspray would be addressed, and the pool would be built as promised.

39. No work was performed for the substantial payment elicited through extortion. In hindsight, the Plaintiff's large "progress" payment was **merely one of many** procured in a mad-dash campaign to collect more money before filing bankruptcy with no intention to do any work.

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**COUNT I—FRAUD
(As To Defendant Reynolds)**

40. The allegations of the Complaint as they relate to Defendant Reynolds are realleged herein, specifically paragraphs 1-3, 5-7, 11-18, 21-24, 26, 30, 31-36 and 39.

41. Defendant Reynolds fraudulently misrepresented the material fact that he had no license or experience designing pools (as he held himself out to) from March 2021 to March 2022 while he engaged in extensive communications with the Plaintiff, Ms. Velarde Vetere, in an attempt to get her to purchase a pool as a scam.

42. Defendant Reynolds knowingly made the false declaration of material fact that he was a pool designer in order to entice the Plaintiff to pay money, which he received a portion of.

43. On October 3, 2021, Defendant Reynolds emailed Plaintiff, Ms. Velarde Vetere, a “Design Proposal” for her pool. This act constituted wire fraud because while the glossy images looked fantastic, the final product was not actually achievable as he promised.

44. Plaintiff, Ms. Velarde Vetere reasonably relied on Defendant Reynolds’ knowingly false material misrepresentation in choosing to pay for a pool because Defendant Reynolds seemed extremely knowledgeable, and his “Design Proposal” seemed professional.

45. Plaintiff Velarde Vetere suffered damages in justifiable reliance on Defendant Reynolds’ material misrepresentations because her construction funds were stolen and diverted.

46. In order to orchestrate the fraud upon the Plaintiff, Defendant Reynolds had further fraudulently misrepresented that in order to build the Plaintiff’s pool she would not have to tear her fence down to get the digging equipment positioned.

47. Defendant Reynolds clearly knew that this misrepresentation was false because on October 25, 2021 at 3:42 PM Defendant Reynolds texted the Plaintiff that she would have to take the left side of her fence down. However, in sending this message, Defendant Reynolds contradicted a previous promise he made to the Plaintiff that she would not have to tear her fence down². So, on October 25, 2021 Plaintiff Velarde Vetere texted Defendant Reynolds back and said, in substance, “so we do have to take the fence down?” Quickly, on October 25, 2021 at 5:10 PM,

² Indeed, the first pool company that the Plaintiff had considered hiring had honestly told her that they would have to remove her fence to build her pool, and this was a deal breaker for the Plaintiff. This was the reason she had continued looking for contractors and ultimately engaged with Defendant Reynolds.

Defendant Reynolds wrote the Plaintiff back by fraudulently misrepresenting that **she would not have to take down her fence**—constituting wire fraud. *See* Exhibit C (at p. 7).

48. The Plaintiff reasonably relied on Defendant Reynolds’ material misrepresentation because he justified it by asserting that according to his measurements there was 7’ of space between her fence and the pool he had engineered, so there would be enough space to accommodate the mini dig. *See* Exhibit C (at p. 7).

49. On or around November 22, 2021, relying on Defendant Reynolds’ lies and false promises, Plaintiff Velarde Vetere paid \$9,154.80 towards her pool which was deposited into Truist account **** [REDACTED] On December 10, 2021 Defendant Kristin Black paid Defendant Reynolds (who actually worked for Elevation Church) \$1,000.00 as a bonus; she also paid Defendant Reynolds’ wife, who was a pastor for Elevation Church, a \$1,000.00 bonus and on December 24, 2021 Defendant Kristin Black paid Defendant Reynolds another \$1,000.00 from Truist account **** [REDACTED] notating that she was paying him for obtaining a “deposit payment” — each payment consisting of intentional and voluntary participation of a scheme to defraud the Plaintiff through the use of interstate wire communications constituting a string of wire frauds.

50. On March 11, 2022—**which was three months and 17 days** after initial payment—Plaintiff Velarde Vetere contacted Defendant Reynolds and asked for help.

Hello Jake, I was hoping you can help me. The dig for our pool was scheduled last week on Monday, then moved to Thursday then that morning they didn’t come due to truck issues. Now no one is answering my calls or emails.

See Exhibit C (at p. 1).

51. Defendant Reynolds never responded to Plaintiff Velarde Vetere’s request for help. *See* Exhibit C (at p. 1). So, she texted him again—and he ignored her again, indicating that he had knowledge of the fraudulent scam because any actual Florida pool professional would be concerned that work on a project had not started for over three (3) months, and nobody was responding to the customer because Florida law mandates that work be commenced within ninety (90) days of permitting and that permitting be applied for within thirty (30) days of payment.

52. Defendant Reynolds’ failure to respond to Plaintiff Velarde Vetere’s pleas for help shows that he was on notice of improper and ultimately fraudulent conduct—and chose to ignore it.

53. Further, Defendant Reynolds had been contacted by previous Legacy Pools’ victims who had informed him of very serious—indeed criminal, misappropriations of their funds and

abandonment of their projects, but despite this knowledge Defendant Reynolds continued “selling pools” to Florida victims from the safe distance of Virginia anyway.

54. On March 25, 2022, the Plaintiff, Ms. Velarde Vetere, came home to find her fence destroyed and laying in pieces all over her yard and her neighbor’s yard and damage caused to her neighbor’s pavers.

55. The Plaintiff suffered **the actual loss of her fence** resulting from her reasonable reliance on Defendant Reynolds’ fraudulent misrepresentation that 7’ would be enough space for the dig. Indeed, if Defendant Reynolds had not lied about the fence, the Plaintiff would have kept looking for other options and evaded falling victim to the entire scam.

56. Over the course of approximately a year, Defendant Reynolds left no stone unturned in his relentless and fraudulent solicitations of the Plaintiff.

57. The Plaintiff, Ms. Velarde Vetere suffered actual damages directly resulting from her reasonable reliance on Defendant Reynolds’ fraudulent plan detailing how her pool would be built because, in reality, construction was not timely started, the pool was not able to be built as promised, unlicensed and unprofessional lay persons caused severe damage to her property, she had difficulty getting in touch with anyone, nobody would fix the severe problems caused, she was belittled, ignored and spoken down to, extorted, and her construction was abandoned despite her substantial payments.

58. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, Plaintiff Velarde Vetere demands judgment as disgorgement and restitution against Defendant Reynolds; an award of damages, attorneys’ fees as special damages and prevailing party costs pursuant to Section 57.041, *Florida Statutes*, Plaintiff Velarde Vetere reserves the right to request leave of the Court to amend this Complaint for punitive damages. Plaintiff Velarde Vetere requests an award of pre-judgment interest at the maximum statutory rate.

**COUNT II—FRAUD
(As to Defendant Black Mountain)**

59. The allegations of the Complaint as they relate to Defendant Black Mountain are realleged herein, specifically paragraphs 1-3, 6-7, 14, 18, 22, 30 and 31-39.

60. Defendant Reynolds is the principal of Black Mountain Designs, LLC (“Defendant Black

Mountain”).

61. Defendant Reynolds, acting as the authorized representative of Defendant Black Mountain, fraudulently misrepresented the material fact that Defendant Reynolds had no license or experience engineering or drawing pools as he held himself out to when he designed the Plaintiff’s pool.

62. Defendant Black Mountain put together the initial plans which the Plaintiff approved and Jonathan Bosick ultimately completed. Jonathan Bosick is not a licensed engineer in Florida.

63. Defendant Black Mountain knew that it lacked the requisite licensure, experience and ability to adequately perform the pool engineering construction work.

64. The Plaintiff justifiably relied on the plan proposed for her pool by Defendant Black Mountain in choosing to pay for a pool.

65. The Plaintiff suffered actual injury and loss because she soon recognized that the pool was not being built according to the plan—first, after her fence was destroyed, which caused her harm, and also as it related to the dimensions promised. The problem was actually much worse, as Defendant Black Mountain never intended that the pool would actually be built at all.

66. If not for Defendant Black Mountain, the Plaintiff could have paid a licensed and qualified individual who would have properly prepared plans for her pool. The Plaintiff is unable to utilize the shoddy plans Defendant Black Mountain was paid for preparing.

67. Defendant Black Mountain was paid as a 1099 independent contractor for improperly performing this scope of work. On December 10, 2021 Defendant Kristin Black paid Defendant Black Mountain Design, LLC \$1,000.00 from the Truist account **** [REDACTED] the Plaintiffs’ construction funds were deposited into, constituting wire fraud because the plans were not prepared by a licensed professional or made in anticipation of any legitimate business purposes.

68. To legally perform “residential pool/spa contractor” work in the State of Florida as a subcontractor, Defendant Black Mountain was required to either be licensed or a technician apprentice working under a licensed contractor. Defendant Black Mountain was neither.

69. Accordingly, even if Defendant Black Mountain was supervised by a certified licensed residential swimming pool contractor, which it was not as it was a 1099 employee *located in Virginia*, Defendant Black Mountain did not meet the criteria for the exception to the licensing requirement under section 489.113(2), *Florida Statutes*.

70. Defendant Reynolds' intentional failure to inform Plaintiff Velarde Vetere that he was operating Defendant Black Mountain as an unlicensed contractor deprived Plaintiff Velarde Vetere of the opportunity to fully evaluate her choice of contractors.

71. Defendant Black Mountain falsely represented the swimming pool that would be built for Plaintiff Velarde Vetere, falsely represented that it was a pool designer, and actively participated in the misappropriation of Plaintiff Velarde Vetere's construction deposits to the detriment of Plaintiff Velarde Vetere.

72. As discussed *supra* Defendant Black Mountain submitted a Proof of Claim in the Legacy Pools' bankruptcy. *See* Exhibit D. Constituting an admission by a party opponent, Defendant Black Mountain admitted to accepting wire transfers for twelve (12) other peoples' pool projects. However, **none of these pools were completed either**, as indicated by the fact that each of these property owners are creditors in Legacy Pools' bankruptcy. One of these victims has already been awarded restitution by the Department of Business and Professional Regulation. Defendant Chad Black agreed to waive a finding of probable cause as to any further cases related to Legacy Pools that may be filed by aggrieved Complaints going forward. *See* Exhibit A.

73. Another of the individuals that Defendant Black Mountain claims payment is due for, who he entered into business with directly after Plaintiff Velarde Vetere, Judge Gabrielle Sanders-Morency, is the victim in the criminal proceedings in Osceola County, Florida for two third-degree felonies directly related to grand theft of her construction funds in Case No. 2022-CF-003585, which is currently pending against Defendant Chad Black for Legacy Pools. *See* Exhibit D.

74. Defendant Black Mountain is currently claiming that it is owed \$35,743.52 in the Florida Pool Enterprise's bankruptcy for designing pools for Florida victims despite the fact that this is fraudulent and unlicensed work. *See* Exhibit D.

75. Further fraudulent acts include Defendant Black Mountain's failure to file with the Florida Department of State or obtain a Certificate of Authority to transact business in Florida. FLA. STAT. § 607.1501(2).

76. Defendant Black Mountain acted with conscious intent that both Legacy Pools and Defendant Black Mountain act as an organized scheme to defraud Plaintiff Velarde Vetere herein and engaged in a systematic ongoing course of conduct to defraud Plaintiff Velarde Vetere.

77. Defendant Black Mountain furthered the fraudulent scheme. Defendant Black Mountain

accepted multiple, repeated wired transferred funds—constituting a deliberate pattern of wire fraud and Defendant Black Mountain sent the Plaintiff what appeared to be a pool design (through Defendant Reynolds)—constituting a deliberate act of wire fraud.

78. Plaintiff Velarde Vetere’s reliance on Defendant Black Mountain’s pool design resulted in Plaintiff Velarde Vetere being defrauded and damaged.

79. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, Plaintiff demands judgment as disgorgement and restitution against Defendant Black Mountain; treble the actual compensatory damages for injuries sustained from Defendant Black Mountain’s unlicensed contracting, and an award of her costs and attorneys’ fees pursuant to section 768.0425, *Florida Statutes* and/or prevailing party costs pursuant to Section 57.041, *Florida Statutes*, The Plaintiff reserves the right to request leave of the Court to amend this Complaint for punitive damages. The Plaintiff requests an award of pre-judgment interest and post-judgment interest at the maximum statutory rates.

**COUNT III—FDUTPA
(As To Defendant Chad Black)**

80. The allegations of the Complaint related to Defendant Chad Black are realleged herein, specifically paragraphs 1-7, 11-15, and 21-39.

81. This is an action seeking damages against Defendant Chad Black, individually, for the violation of the Florida Deceptive and Unfair Trade Practices Act (hereinafter “FDUPTA”), section 501.201 *et. seq.* of the Florida Statutes.

82. Section 501.204, Florida Statutes, prohibits unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.

83. The Plaintiff, Ms. Velarde Vetere, is a “consumer” as defined under FDUPTA, Fla. Stat. § 501.203(7).

84. Defendant Chad Black violated FDUPTA in the several ways which entitle the Plaintiff to seek damages, including but not limited to:

- a. Despite representing otherwise, employing unlicensed employees and subcontractors with little to no experience building pools;
- b. Materially misrepresenting that he would not demolish her fence; demolishing her

fence; promising he would fix her fence over a period of months; stating he could not fix her fence so he could do subsequent work; ultimately abandoning her project after taking money to perform said work; and not fixing her demolished fence;

- c. Violation of section 817.41(1), *Florida Statutes*;
- d. Violation of Section 489.1195(1)(a), *Florida Statutes*, and more specifically violating Section 489.129(1)(j), *Florida Statutes*; and,
- e. Misallocating the Plaintiff's construction deposits to personal uses, friends, and "charitable donations" to a church *instead of on the Plaintiff's pool*.

85. These omissions, violations, and noncompliance of the aforementioned Florida Statutes constitute per se violations of FDUPTA, particularly since the intent and purpose of such law is to protect consumers such as the Plaintiff from deceptive and unfair acts or practices in the conduct of trade and commerce.

86. As a direct result of said conduct, Plaintiff suffered actual damages.

87. Plaintiff has retained the services of the undersigned counsel and is obligated to pay reasonable fees for said services.

WHEREFORE, the Plaintiff demands judgment as disgorgement and restitution against Defendant Chad Black; an award of damages, and reimbursement for her costs and attorneys' fees (at the Court's discretion) pursuant to § 521.2105, *Florida Statutes* along with \$10,000.00 for each time the Plaintiff made payment pursuant to § 521.2075, *Florida Statutes*. Plaintiff Velarde Vetere requests an award of pre/post judgment interest at the maximum statutory rate(s). The Plaintiff further respectfully requests that the Court demand an accounting from Defendant Chad Black and enter a Declaratory Judgment that Defendant Chad Black ran Legacy Pools in violation of FDUTPA. Further, the Plaintiff will seek an award of her costs pursuant to § 57.041, *Florida Statutes*. The Plaintiff also seeks attorneys' fees as special damages. Should the Plaintiff receive a judgment, the Plaintiff will seek an award of costs pursuant to § 57.115, *Florida Statutes*.

**COUNT IV—FRAUD
(As to Defendants Chad and Kristin Black)**

88. The allegations of the Complaint related to Defendants Chad and Kristin Black are realleged herein, specifically paragraphs 1-7, 11-16, and 21-39.

89. This action for Fraud is brought against Defendants Chad and Kristin Black individually.

90. On or around November 22, 2021 Plaintiff Velarde Vetere paid \$9,154.80 towards her

pool, which was deposited into Truist account **** [REDACTED]

91. Soon thereafter, on December 10, 2021 Defendant Kristin Black paid thousands of dollars to Defendant Reynolds and his wife—and on December 14, 2021 Defendant Kristin Black paid \$6,000.00 to Elevation Church from Truist Dynamic Business Checking account **** [REDACTED] consisting of intentional and voluntary participation of a scheme to defraud the Plaintiff through use of interstate wire communications constituting wire fraud.

92. On January 4, 2022 Plaintiff Velarde Vetere received an email which led her to believe work would be starting soon—and if access to her neighbor's property would be required, a form should be presented to her neighbor for authorization. Defendant Chad Black and/or Defendant Kristin Black sent an authorization letter to the Plaintiff's neighbor, but it was never signed since they said that the Plaintiff's fence would not have to be removed—constituting mail fraud. *See Exhibit E.*

93. Then the Plaintiff was informed that the first day of digging would be either February 23 or February 24, 2022—but no one showed up on either of those days because instead of performing the work for Plaintiff Velarde Vetere as promised in exchange for her construction funds, Defendants Chad and Kristin Black took a Hawaiian vacation with Defendants Chad and Jenn Cooper with her construction funds. They flew into Kahului Airport on February 17, 2022 and did not return to Florida until February 23, 2022.

94. Defendants Chad and Kristin Black then informed Plaintiff Velarde Vetere that the digging would take place on February 28, 2022 and that only two (2) panels of her fence would have to be removed in order to enable the digging to occur and that the panels would be replaced within two (2) days. This was a knowingly false and fraudulent statement on which Plaintiff Velarde Vetere reasonably relied.

95. The dig continued to be postponed and rescheduled over and over again.

96. On March 25, 2022, despite Defendant Chad Black's express statement that he would use a machine which only required 5' of clearance, without first asking Plaintiff Velarde Vetere or her neighbor for permission, either directly or through any employee/agent of Defendant Chad Black, he completely demolished Plaintiff Velarde Vetere's fence to dig a hole in her backyard. Plaintiff Velarde Vetere contacted Geoff about her destroyed fence, and he did not answer. Plaintiff Velarde Vetere sent Defendants Chad and Kristin Black and/or their employees emails. Damage

was caused to her neighbor's property. *See* Exhibit F.

97. On March 26, 2022 the Plaintiff emailed again with pictures of her destroyed fence. *See* Exhibit G.

98. On March 29, 2022 Defendant Chad Black directed Geoff to install **chicken wire** where the Plaintiff's fence used to be—which is all he ever did regarding her demolished fence (other than fraudulently misrepresent that he would fix it over and over again).

99. On March 31, 2022 Defendant Chad Black spoke with Plaintiff Velarde Vetere on the phone about her fence. Defendant Chad Black promised Plaintiff Velarde Vetere that he would fix her fence and provide more consistent communication moving forward. This was a knowingly false and fraudulent statement on which Plaintiff Velarde Vetere reasonably relied to her detriment.

100. From March 31, 2022 to April 27, 2022 Plaintiff Velarde Vetere repeatedly requested that her fence be repaired. On April 27, 2022 Defendant Chad Black fraudulently misrepresented to Plaintiff Velarde Vetere that he could not fix her fence until the cement was in and he fraudulently misrepresented that her fence would be replaced by May 4, 2022 with no intention to fix her fence.

101. From May 4, 2022 to June 1, 2022 Plaintiff Velarde Vetere repeatedly requested that her fence be repaired.

102. On April 1, 2022 Plaintiff Velarde Vetere Velarde Vetere paid Legacy Pools an additional \$24,412.80 which was deposited into the Truist account ending in [REDACTED]

103. On April 29, 2022 Defendant Kristin Black paid Defendant Black Mountain \$1,000.00 from Truist account **** [REDACTED] consisting of intentional and voluntary participation of a scheme to defraud Plaintiff through use of interstate wire communications constituting wire fraud.

104. On May 3, 2022 Plaintiff Velarde Vetere received an email that plumbing work would be performed. This was a fraudulent statement. Defendant Chad Black had no licensed plumber working for him or his company.

105. On May 12, 2022 Plaintiff Velarde Vetere received notification from the cement company that they were not being paid.

106. On or around June 1, 2022 Defendant Chad Black purposefully and intentionally sent an unlicensed plumber to Plaintiff Velarde Vetere's home who performed faulty, unlicensed plumbing work at her property.

107. From June 1, 2022 to July 26, 2022 Plaintiff Velarde Vetere repeatedly requested that her fence be repaired.

108. Plaintiff Velarde Vetere started receiving bills for tile work which had not been performed.

109. On June 13, 2022 Defendant Kristin Black wrote a \$5,000.00 check out to herself from the Truist **** [REDACTED] account the Plaintiff's construction funds had been put into. *See* Exhibit H.

110. On July 7, 2022 Defendants Chad and Kristin Black promised Plaintiff Velarde Vetere that, "Geoff is working with your neighbor on the fence." In fact, neither Defendants Chad and Kristin Black nor any of their agents ever at any time contacted Plaintiff Velarde Vetere's neighbor other than the form they did not get the neighbor's signature on. This was a knowingly false and fraudulent statement on which Plaintiff Velarde Vetere reasonably relied.

111. On July 19, 2022 Defendant Kristin Black paid Defendant Reynolds \$4,817.64 from Truist account **** [REDACTED] where the Plaintiff's construction funds had been put into—constituting wire fraud.

112. On July 19, 2022 Defendant Kristin Black paid Elevation Church \$3,000.00 from Truist Dynamic account **** [REDACTED] where the Plaintiff's construction funds had been put into—constituting wire fraud.

113. On July 25, 2022 Plaintiff Velarde Vetere received the following threat from Defendant Chad Black,

This is an active project and we are working within the agreed terms of the agreement. Currently, your project is in default for nonpayment. If it is not received, we will need to place a lien on the property... Per the agreement there was a payment due at tile complete. The issues you are stating will be resolved and are actively being addressed and have no affect on whether a payment is made or not.

Exhibit I (redacted at the top).

114. In fear, on July 26, 2022 Plaintiff Velarde Vetere paid an additional \$21,361.20 which was deposited into Truist account **** [REDACTED] under duress, and sent Defendants Chad and Kristin Black an email stating that she was still waiting for resolution on the reinstallation of her fence, the damage caused to the neighbor's property, the removal of the dirt front yard and alerting them that she would be subjected to fines and penalties if Defendants Chad and Kristin Black failed to place proper permit paperwork on the box outside of her home.

115. Defendants Chad and Kristin Black performed no further work after receiving Plaintiff

Velarde Vetere's additional \$21,361.20.

116. Plaintiff Velarde Vetere continued to repeatedly request that her fence be repaired.

117. On August 25, 2022 Defendant Chad Black sent a canned email to all clients.

118. On August 29, 2022 Plaintiff Velarde Vetere received a canned email from Defendants Chad and Kristin Black stating **they would be in touch**.

119. On August 31, 2022 Plaintiff Velarde Vetere was notified that Defendants Chad and Kristin Black filed for bankruptcy **but will continue with Plaintiff Velarde Vetere's project**.

120. On September 8, 2022 after attempting to contact Defendants Chad and Kristin Black, Plaintiff Velarde Vetere received an **automatic email** response thanking her for reaching out and **urging her to continue to attempt to reach them** via email.

121. On September 22, 2022 Plaintiff Velarde Vetere sent an email to Defendants Chad and Kristin Black asking for an update and received no answer.

122. Plaintiff Velarde Vetere's project was extremely far from being complete; the minor work that was done was performed in a shotgun fashion with trash and destruction in its wake. Damage had been caused to Plaintiff Velarde Vetere's property and her neighbor's property that had not been repaired.

123. On October 6, 2022 Defendants Chad and Kristin Black sent Plaintiff Velarde Vetere an email asking for an additional **\$29,697.00** more than what was agreed upon—stating there was an increase of costs; and this would only be to partially complete the project, and they would not do the screen even with the additional funds.

124. On October 7, 2022 and October 11, 2022 Plaintiff Velarde Vetere emailed Defendants Chad and Kristin Black and offered for them to give her the materials they **should have** already purchased with Plaintiff Velarde Vetere's money so that Plaintiff Velarde Vetere could complete some of Defendants Chad and Kristin Black's scope of work herself.

125. On October 11, 2022 Defendants Chad and Kristin Black emailed Plaintiff Velarde Vetere stating that the only option Plaintiff Velarde Vetere had was to pay them more money or to go with the bankruptcy.

126. On October 14, 2022 and on October 17, 2022 Plaintiff Velarde Vetere emailed Defendants Chad and Kristin Black requesting information regarding what to do with the bankruptcy **to which the Defendants failed to respond to**. Defendants Chad and Kristin's

office phone number has a recorded message stating that the only way to contact them is via email.

127. The building of the pool, repairing Plaintiff Velarde Vetere's fence, maintaining a proper worksite, and posting the required documents on site are *material* representations. Plaintiff Velarde Vetere's reliance on her contractor's representation to fix her fence *that he destroyed after admitting fault* and ***promising to make things right*** was reasonable.

128. Defendant Chad Black further committed fraud when he used his authority and control to generate an environment where payments were elicited based on threats and intimidation tactics.

129. Defendants Chad and Kristin Black intended for Plaintiff Velarde Vetere to rely on their fraudulent statements to her detriment and their pecuniary gain.

130. Plaintiff Velarde Vetere was damaged by Defendants Chad and Kristin Blacks' fraudulent scheme.

131. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, Plaintiff Velarde Vetere respectfully requests that this Honorable Court demand an accounting from Defendants Chad and Kristin Black; enter a Declarative Judgment that Defendants Chad and Kristin Black committed Fraud; reserve jurisdiction of this matter to enter any orders required to ensure that Defendants Chad and Kristin Black participate in discovery in this case and/or grant such other further relief as deemed appropriate; enter an award of in rem damages, including attorneys' fees as special damages and/or pursuant to Section 57.041, *Florida Statutes*.

**COUNT V—AIDING AND ABETTING FRAUD
(As To Defendant Chad W. Cooper)**

132. The allegations of the Complaint as they relate to Defendant Chad Cooper are realleged herein, specifically paragraphs 1-3, 8-9, 13, 14, 19 and 25.

133. As described herein, Defendants Chad and Kristin Black defrauded Florida homeowners by fraudulently misappropriating their construction funds as evidenced by their established track record of theft as they move from state to state (Exhibit J) —but they did not do it alone in Florida.

134. While Defendants Chad and Kristin Black were opening Legacy Pools, Defendants Chad and Jenn Cooper were opening the Melbourne branch of Elevation Church.

135. Defendants Chad and Kristin Black enlisted Defendant Chad Cooper into the construction fraud scheme by making large donations to Defendant Cooper's fledgling church branch. *See*

Exhibit K (November 2018 – \$20,000.00 donation to Melbourne-Elevation from Legacy Pools).

136. These large donations made Defendant Chad Cooper’s new Elevation church branch look good and establishes motive underpinning Defendant Chad Cooper’s choice to substantially assist in the Enterprise long after Defendant Chad Cooper became aware of the fraud.

137. Directly implicating Defendant Chad Cooper’s knowledge of the fraud, in August 2019, Ronald Gazboda proceeded to tell his pastor, Defendant Chad Cooper, in the gym, that Defendant Chad Black had stolen his wife’s social security number to get a usurious loan for Legacy Pools³, and Defendant Chad Cooper indicated that **he already had direct knowledge of fraudulent acts by Defendants Chad and Kristin Black**⁴—he told Ronald Gazboda that he did not want to discuss the matter, and further cautioned him to mend his relationship with Defendant Chad Black immediately. *See Exhibit J.*

138. Instead of encouraging Mr. Gazboda to report the identity theft to the authorities, Defendant Chad Cooper provided substantial assistance to the Enterprise by covering up the inflexed cash obtained by wire fraud.

139. Further indicating that Defendant Chad Cooper had knowledge of the underlying fraud, during 2021 and 2022, as both Legacy Pools and Melbourne—Elevation grew, a number of people that were involved in both circles informed Defendant Chad Cooper that a fraud was being perpetrated by Defendants Chad and Kristin Black by Legacy Pools. Defendant Chad Cooper continually shut these individuals down and attempted to silence anyone in his congregation that said or posted anything negative as to Defendant Chad Black or his fraudulent scheme operated under the guise of a pool company.

140. Further indicating that Defendant Chad Cooper had knowledge of the underlying fraud, furious victims posted publicly on photographs of Defendant Chad Coopers’ lavish vacations with Chad and Kristin Black admonishing them for stealing their construction deposits and using them to enjoy lavish vacations. *See Exhibit L.*

141. Further indicating that Defendant Chad Cooper substantially assisted the underlying fraud, in October 2021 Defendants Chad and Jenn Cooper traveled to Athens, Greece with

³ The Gazbodas went into business with Defendants Chad and Kristin Black in connection with an ancillary company called Legacy Pools Services, LLC—the Gazbodas had no stake in Legacy Pools.

⁴ Through Defendant Kristin Black’s father, Stephen Brimmer, who had advised the Gazebodas not to agree to the “shark” loan.

Defendants Chad and Kristin Black. Defendant Chad Cooper's roundtrip airfare only cost him \$66.95 because he had earned so many points by purchasing pool supplies for Legacy Pools (which presumably went primarily to non-Legacy Pools customers in a side-hustle), evidencing that Defendant Chad Cooper had provided substantial assistance to the commission of the fraud. *See Exhibit M (redacted).*

142. Further indicating that Defendant Chad Cooper had knowledge of the underlying fraud, in January 2022, an Elevation Church parishioner sent her Pastor, Defendant Chad Cooper, texts about the fact that, in her own words, in substance, Chad Black was not building the pools he was taking money for, and she was shocked that Defendant Chad Cooper kept accepting more "charitable donations" from Defendant Chad Black after she informed him.

143. In February 2022 Defendant Chad Cooper traveled to Kaua'i with Defendants Chad and Kristin Black. The social media backlash from the publicly-posted travel photographs was severe, with many Florida victims publicly expressing their disbelief that they would enjoy luxury, exotic vacations when the pools they had paid for were not being built. *See Exhibit L.*

144. Further evidencing that Defendant Chad Cooper had knowledge of the underlying fraud, Legacy Pools was the subject of publicly advertised consumer protection news reports which ran in Brevard County, Florida on June 15, 2022 and August 3, 2022.

145. There were ample, public warning signs that Defendant Chad Cooper received evidencing that he had sufficient knowledge of the commission of the underlying fraud. We know with certainty that Christina Decker Zimes directly told Defendant Chad Cooper of the fraud pool scheme. Despite, this knowledge, Defendant Chad Cooper continued to participate in the Enterprise and accept donations from it.

146. Indeed, Defendant Chad Cooper knew that false statements of material fact were being made (and that other material facts should have been disclosed) to participants in Legacy Pools' transactions, including the Plaintiff. Defendant Chad Cooper knew and intended that such concealment (including via his silence) perpetuate the false belief that Legacy Pools was a valid, legitimate, and legal company that would provide a pool, and would induce victims, including the Plaintiff, to participate in Legacy Pools.

147. Defendant Chad Cooper's participation in Legacy Pools cloaked Legacy Pools with an aura of legitimacy, substantially furthering the Enterprise to Legacy Pools' clients and Elevation

Church congregants (many of whom were Legacy Pools' employees or former employees), which allowed the conspirators to continue to develop, market and implement Legacy Pools' further fraudulent and/or deceptive transactions.

148. Defendant Chad Cooper substantially furthered the fraud by actively intimidating and subverting Elevation Church members who posted honest and negative comments about Legacy Pools by demanding that they remove the posts.

149. Defendant Chad Cooper substantially furthered the fraud by dissuading former Legacy Pools employees, such as Betsy Bleakney, who refused to sign a confidentiality agreement, into silence.

150. Defendant Chad Cooper substantially furthered the fraud by extending various lines of credit to Defendant Chad Black for the purpose of aiding Legacy Pools' unlawful pecuniary gains.

151. If Defendant Chad Cooper had not extended various lines of credit to Defendant Chad Black, then the Enterprise would have ended prior to reaching Plaintiff Velarde Vetere because Defendant Chad Black could not support the massive start-up costs to fund the operation alone.

152. Judge Vaughn's ruling after the Legacy Pools' federal bankruptcy trial, documents the fact that Defendants Chad and Kristin Blacks' purportedly charitable contributions to Elevation Church, (many of which were made through Defendants Chad and Jenn Coopers' Melbourne Branch), constituted a lack of good faith in filing for bankruptcy because homeowner-victims' money was going to Elevation Church while the homeowner-victims were being defrauded and not getting the pools they paid for. The monies "tithed" were not profits—they were the homeowner-victims' commingled construction deposits, often pre-construction.

153. Defendant Chad Cooper substantially furthered and assisted the fraud by purchasing large quantities of construction-related materials.

154. Defendant Chad Cooper personally received large ACH deposits from the Truist account the victims' construction funds were placed into—which should have gone towards the victims' pool construction instead of directly into Defendant Chad Cooper's bank account.

155. Despite the fact that Defendant Chad Cooper that the property involved in the financial transactions represented some form of unlawful activity, Defendant Chad Cooper participated in concealing and disguising the true nature, location and source of the money with the intent to promote the carrying on of the Enterprise, and in so doing avoided transaction reporting

requirements required under state law.

156. If it had not been for Defendant Chad Cooper's substantial assistance the commission of fraud by extending such credit to Defendant Chad Black in the beginning, 2019-2020, then the coconspirators would not have been able to ensnare as many victims with their scheme to defraud as they did (if at all), Plaintiff Velarde Vetere included.

157. Defendant Chad Cooper also knew that all of the "charitable donations" from Legacy Pools to Elevation Church, and those donations made by Defendants Chad and Kristin Black personally, were products of the Enterprise.

158. Defendant Chad Cooper laundered money through Elevation Church which represented the proceeds of an organized scheme to defraud constituting substantial assistance to the commission of fraud by Defendant Chad Cooper.

159. In connection with another victim's pending lawsuit against him based on his substantial involvement in this fraudulent construction Enterprise, Defendant Chad Black submitted a sworn affidavit stating that "I never received any payment, money, or remuneration from Legacy Pools..." but the attorney for the bankruptcy trustee stated in writing that Chad Cooper had received payments from Legacy Pools' Truist account (that the Plaintiff's construction funds were deposited into) and indicated that the Trustee will likely be sending a demand letter to the Coopers to recoup these funds for the victims. *See Exhibit N.*

160. Indeed, on March 10, 2022 funds in the amount of \$9,709.95 were transferred by Automated Clearing House transaction between a corporate Bank of America debit card in Defendant Chad Cooper's name and Truist account ***** [REDACTED] Later on or around March 10, 2022 funds in the amount of \$30,000.00 were transferred in the same manner. On or around March 14, 2022 funds were transferred in the same manner in the amount of \$676.03 and later in the amount of \$6,311.53.

161. Plaintiff Velarde Vetere was damaged as a foreseeable consequence of Defendant Chad Cooper's choice to substantially aid and abet the fraudulent Enterprise, Legacy Pools.

162. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, the Plaintiff demands judgment as disgorgement and restitution against Defendant Chad Cooper; an award of damages, and reimbursement of her costs and attorneys'

fees as special damages and/or pursuant to Section 57.041, *Florida Statutes*. The Plaintiff reserves the right to request leave of the Court to amend this Complaint for punitive damages against Defendant Chad Cooper. The Plaintiff requests an award of pre-judgment interest at the maximum statutory rate upon any judgment entered.

**COUNT VI—AIDING AND ABETTING FRAUD
(As To Defendant Jenn Cooper)**

163. The allegations of the Complaint as they relate to Defendant Jenn Cooper are realleged herein, specifically paragraphs 1-3, 8, 10, 13-14, 20 and 25.

164. As described herein, Defendants Chad and Kristin Black defrauded Florida homeowners by fraudulently misappropriating their construction funds evidenced by an established track record of theft as they move from state to state (Exhibit J) —but they did not do it alone in Florida.

165. While Defendants Chad and Kristin Black were opening Legacy Pools, Defendants Chad and Jenn Cooper were opening the Melbourne branch of Elevation Church.

166. Defendants Chad and Kristin Black enlisted Defendant Jenn Cooper into the construction fraud scheme by making large donations to Defendant Chad Cooper’s fledgling church branch. *See* Exhibit K (November 2018 – \$20,000.00 donation to Melbourne-Elevation from Legacy Pools).

167. Garnering large donations made Defendant Chad Cooper’s new Elevation church branch look good and establishes motive for Defendant Jenn Cooper’s choice to substantially assist in the Enterprise long after she became aware of the fraud.

168. Directly evidencing Defendant Jenn Cooper’s knowledge of the fraud, after August 2019, Defendant Jenn Cooper sent Katie Gazboda a text message after Defendant Chad Black had stolen her social security number to get a usurious loan for Legacy Pools⁵, stating, in substance, that she heard rumblings of drama and she told Katie not to talk about it, just to try to focus on Jesus indicating that **she already had direct knowledge of fraudulent acts by Defendants Chad and Kristin Black**⁶.

169. Instead of encouraging Katie Gazboda to report the identity theft to the authorities, Defendant Jenn Cooper provided substantial assistance to the Enterprise by covering up the

⁵ The Gazbodas went into business with Defendants Chad and Kristin Black in connection with an ancillary company called Legacy Pools Services, LLC—the Gazbodas had no stake in Legacy Pools.

⁶ Through Defendant Kristin Black’s father, Stephen Brimmer, who had advised the Gazebodas not to agree to the “shark” loan.

inflexed cash obtained by wire fraud.

170. Further indicating that Defendant Jenn Cooper had knowledge of the underlying fraud, furious victims posted publicly on photographs of Defendant Jenn Coopers' lavish vacations with Chad and Kristin Black admonishing them for stealing their construction deposits and using them to enjoy lavish vacations. *See Exhibit L.*

171. Further indicating that Defendant Jenn Cooper substantially assisted the underlying fraud, she facilitated and assisted Defendant Chad Black in ripping off a fellow churchgoer named Darrell Long, who advanced a subsequent loan for vehicle purchases to Legacy Pools, which Defendant Chad Black defaulted on after making some payments.

172. Further indicating that Defendant Jenn Cooper had knowledge of the underlying fraud, there were people in the church that spoke about the ongoing fraudulent scheme. Defendant Jenn Cooper shut these individuals down and silenced anyone in her congregation that said or posted anything and/or the fraudulent scheme operated under the guise of a pool company like Defendant Jenn Cooper did to Katie Gazboda.

173. Defendant Jenn Cooper, like her husband, also accepted large financial transfers to her Bank of America accounts from the Legacy Pools' Truist account consisting of the victims' funds, including the Plaintiff's. *See Exhibit N.*

174. Despite the fact that Defendant Jenn Cooper knew that the property involved in the financial transactions represented some form of unlawful activity, Defendant Jenn Cooper participated in concealing and disguising the true nature, location and source of the money with the intent to promote the carrying on of the Enterprise, and in so doing avoided transaction reporting requirements required under state law.

175. If Defendant Jenn Cooper had not supported and provided substantial assistance for the commission of the Enterprise it would not have been able to ensnare as many victims through the orchestrated scheme to defraud, including the Plaintiff.

176. Defendant Jenn Cooper also knew that all of the "charitable donations" from Legacy Pools to Elevation Church, and all of the donations made by Defendants Chad and Kristin Black personally to the church, were products of the Enterprise; but they made her husband, Defendant Chad Cooper's branch of Elevation Church look successful and profitable which made them both look good.

177. Therefore, Defendant Jenn Cooper actively and knowingly participated in the Enterprise, and both she and Elevation Church directly benefited as a result.

178. The money that Defendant Jenn Cooper moved through Elevation Church represented the proceeds of an organized scheme to defraud.

179. Further indicating that Defendant Jenn Cooper substantially assisted the underlying fraud, on or around November 16, 2021, Defendant Kristin Black issued Check No. 12139 to Defendant Jenn Cooper in the amount of \$1,374.41 from Truist Dynamic Business Checking account ***** [REDACTED]

180. Further indicating that Defendant Jenn Cooper substantially assisted the underlying fraud, on or around April 14, 2022 funds were transferred by Automated Clearing House transaction between a Bank of America debit card for Elevation Church in Defendant Jenn Cooper's name and Truist Dynamic Business Checking account ***** [REDACTED] in the amount of \$12,000.00.

181. Defendant Kristin Black purchased luxury items, such as Louis Vuitton monogram totes, Louis Vuitton top handle bags, Gucci leather sneakers, Gucci leather belts, and Versace aviator tinted sunglasses, among other things, with the victims' construction deposits. Further indicating that Defendant Jenn Cooper substantially assisted the underlying fraud, she stored Defendant Kristin Black's gently used luxury items in her garage to help her evade detection of these assets by the United States Federal Bankruptcy Court both before and after filing bankruptcy. Defendant Kristin Black maintained two accounts with the RealReal, one is linked to her email address kristin@legacypools.com and the other is linked to kristinblackbiz@gmail.com. Defendant Kristin Black listed Defendant Jenn Cooper's address as the "Consignor Address" and her own address as the "Payment Address" because Defendant Jenn Cooper would ship the luxury goods off for Defendant Kristin Black who would receive the cash. *See* Exhibit O. By storing the luxury items in her garage, Defendant Jenn Cooper helped Defendant Kristin Black evade potential detection of all of the undeclared assets by the bankruptcy court and creditors.

182. Defendant Jenn Cooper knew the money involved in the financial transactions represented the proceeds of unlawful activity, yet Defendant Jenn Cooper participated with the intent to promote the carrying on of the organized scheme to defraud the Plaintiff, and Defendant Jenn Cooper knew the transactions were designed in whole or in part to conceal and disguise the

nature, the location, the source, the ownership or the control of the proceeds of the organized scheme to defraud.

183. In addition to the luxurious travel perks and gifts, which may have, at one time, included a vehicle, Defendant Jenn Cooper permitted Defendant Kristin Black to give her lavish gifts and never questioned where the funds for such extravagant purchases came from.

184. Defendant Jenn Cooper participated in the scheme by cultivating the image of the church as being legitimate in order to supply employees, accountants, customers, fake positive reviews, and credit, in addition to the money laundering, which substantially assisted the underlying fraud.

185. Defendant Jenn Cooper was unjustly enriched and/or was conferred the benefit of these funds in exchange for her participation in Legacy Pools' Enterprise.

186. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, Plaintiff Velarde Vetere demands judgment as disgorgement and restitution against Defendant Jenn Cooper; an award of damages, and reimbursement of her costs and attorneys' fees as special damages and/or pursuant to Section 57.041, *Florida Statutes*. Plaintiff Velarde Vetere reserves the right to request leave of the Court to amend this Complaint for punitive damages. Plaintiff Velarde Vetere requests an award of pre-judgment interest at the maximum statutory rate.

**COUNT VII—CIVIL CONSPIRACY
(As To All Defendants)**

187. The allegations contained in paragraphs 1-29 of the Complaint are realleged herein.

188. This action for Civil Conspiracy is brought against each of the Defendants individually, not in their capacities as agents of Legacy Pools.

189. Each of the Defendants systematically set out with a plan to defraud homeowners in Florida and/or overtly pursued the scheme through substantial contributions.

190. Defendant Kristin Black conspired with Defendant Chad Black to convert the Plaintiff's construction funds into their shared luxurious lifestyle, their own backyard aquatic oasis, and exotic travel while they pretended to be in the construction office to the Plaintiff's damage who reasonably expected to receive the pool she paid for in accordance with industry standards and practices. Defendant Kristin Black doctored the books and disbursed the fraudulent insider payments.

191. Defendant Reynolds had an agreement with Defendants Chad and Kristin Black to receive payments for work which was clearly not performed in furtherance of any legitimate business purposes so long as he brought money into the conspiracy in order to steal victims' construction funds. Defendant Reynolds overtly held himself out to be a pool designer and performed the act of selling pools by unlawful means because he lacked the required licensure, experience and/or oversight by a licensed professional to engineer the pools in the first place. The Plaintiff was damaged by believing Defendant Reynolds.

192. Defendant Black Mountain had an agreement with Defendant Reynolds to accept payment for procuring victims to the construction scheme and in exchange for the drafting of engineering drawings despite lacking the requisite licensure, experience and/or oversight to properly do so with direct knowledge those pools were not being built. The Plaintiff was damaged by the portions of her construction funds which were unlawfully wired to Defendant Black Mountain.

193. Defendant Black Mountain was the vehicle Defendant Reynolds utilized in order to receive payment for his participation in the fraud. Plaintiff, Ms. Velarde Vetere, relied on the statements made by Defendant Reynolds, and the plans produced, to her extreme detriment.

194. Defendant Black Mountain has a pending claim in the Legacy Pools' bankruptcy and this further act of fraud will reduce the minimal return victim Plaintiff, Velarde Vetere, may expect to get from the bankruptcy (if any—there are little to no funds in the estate left at all).

195. Defendant Chad Cooper maintained an agreement with Defendants Chad and Kristin Black to source employees to Legacy Pools from the Melbourne-Elevation Church congregation—overtly pursuing the conspiracy. The Plaintiff was damaged as a result of Defendant Chad Coopers' actions because Defendant Reynolds actually worked for Elevation Church.

196. Defendant Chad Cooper further maintained an agreement to purchase pool construction materials for Defendants Chad and Kristin Blacks' company in exchange for travel points, exotic vacations and luxury gifts.

197. Because Defendant Chad Cooper had direct knowledge that the pools were not being built, that Defendants Chad and Kristin Black had a sordid history of stealing substantial construction deposits from homeowners before, and the direct relay of the same information by some of his congregants, Defendant Chad Cooper continued to unlawfully extend credit to a construction company which was stealing substantial construction deposits from Florida homeowners and

putting the money into lavish vacations and the church.

198. In the beginning, Defendant Chad Cooper's extension of this credit, coupled with his willingness to get his congregants involved, was the singular act which sustained the Enterprise where it would not have survived without. Therefore, the fraudulent Enterprise only reached the Plaintiff, Ms. Velarde Vetere, because of Defendant Chad Cooper's overt act of extending credit to the conspiracy in exchange for travel, gifts, friendship and church donations.

199. Defendant Jenn Cooper maintained an agreement with Defendants Chad and Kristin Black to extend credit to, accept payment from, and facilitate and source employees to Legacy Pools from her status in the Melbourne-Elevation Church congregation and her personal bank accounts.

200. Defendant Jenn Cooper further maintained an agreement to purchase pool construction materials for Defendants Chad and Kristin Blacks' company in exchange for exotic vacations and luxury gifts. Defendant Jenn Cooper appears to have opened a credit card through Legacy Pools, and received many checks from the company. The Plaintiff was damaged by her construction funds going into Defendant Jenn Cooper's pockets instead of her pool construction.

201. Further, Defendant Jenn Cooper maintained an agreement with Defendant Kristin Black to hide the luxury items in her garage which Defendant Kristin Black had purchased with the victims' converted construction funds. Defendant Kristin Black listed Defendant Jenn Cooper's address as the "consignors' address" and the pair sold the luxury items on the RealReal.

202. Plaintiff, Ms. Velarde Vetere, was damaged by Defendant Jenn Cooper's overt act of laundering the stolen construction funds because those luxury items were property of the bankruptcy estate. By helping Defendant Kristin Black evade detection of the bankruptcy court, Plaintiff was damaged because her minimal return on her stolen construction funds will be diminished even further and went directly into Defendants Kristin and Jenn Coopers' pockets instead of back to her, where it belongs, and constitutes bankruptcy fraud.

203. Plaintiff Velarde Vetere did suffer injury by the Defendants because of the aforementioned conspiracy. This injury is manifested as damages plus attorneys' fees, costs, and other damages.

204. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, Plaintiff Velarde Vetere demands judgment as disgorgement and restitution

against all of the Defendants; an award of damages, and reimbursement of her costs and attorneys' fees as special damages and/or pursuant to Section 57.041, *Florida Statutes*. Plaintiff Velarde Vetere reserves the right to request leave of the Court to amend this Complaint for punitive damages. Plaintiff Velarde Vetere requests an award of pre-judgment interest at the maximum statutory rate.

**COUNT VIII—VIOLATIONS OF THE FLORIDA
RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT
(As to All Defendants)**

205. The allegations in paragraphs 1-39 of the Complaint are reincorporated herein.

206. Defendants Chad and Kristin Black; Defendant Reynolds and Defendant Black Mountain and Defendants Chad and Jenn Cooper engaged in various acts which constitute “racketeering activity” as defined by Section 895.02, *Florida Statutes*.

207. In violation of Section 812.04, Defendants Chad and Kristin Black took in \$55,058.80 from the Plaintiff and diverted most of the money to Defendant Reynolds, Defendant Black Mountain, Defendant Chad Cooper, Defendant Jenn Cooper, Elevation Church, cosmetic plastic surgery, luxury personal items, abandoned the work for which the money was rendered by the Plaintiff and then attempted to elicit more money from the Plaintiff as some sort of excuse for their misappropriation of the rest of her funds.

208. Legacy Pools was an Enterprise which strictly violated the Florida Racketeer Influenced and Corrupt Organizations Act (“RICO”), sections 895.01–895.06, *Florida Statutes* and 18 U.S.C. § 1962 via the relationship between all of the Defendants.

209. All of the Defendants (except Defendant Black Mountain) attended Elevation Church and both Defendant Chad Cooper and Defendant Reynolds had access to church financial resources, credit cards, and accounts, and received credit and paychecks from Elevation Church.

210. However, the association which was created between these Defendants was not religious—it was construction-related. Each of the Defendants received financial benefits personally from Legacy Pools' Truist account, which the Plaintiffs' \$55,058.80 was deposited into, and most of the remainder of the Plaintiff's construction funds went into Elevation Church without her knowledge or consent.

211. Defendant Reynolds, Defendant Black Mountain, and Elevation Church were not located in the State of Florida, so each disbursement of the Plaintiff's construction funds to them

consisting of intentional and voluntary participation of a scheme to defraud Plaintiff through use of interstate wire communications constituting wire fraud.

212. Defendants Chad and Jenn Cooper also committed intentional and voluntary participation of a scheme to defraud the Plaintiff through the use of interstate wire communications constituting wire fraud by directing the fraudulently made donations to Melbourne-Elevation to Elevation headquarters located out-of-state. Further, both Defendants Chad and Jenn Cooper had knowledge that payments were being transferred from Legacy Pools out-of-state to Defendant Reynolds and his wife Chelsea. At one point in time, they thought Chelsea Reynolds would be transferred to Melbourne-Elevation and threw a party to celebrate.

A. The existence of an Enterprise.

213. Starting in Virginia and North Carolina, over ten-plus (10+) years ago, Defendant Chad Black started taking construction deposits from consumers through various sham shell corporations with no intention of doing the actual work. *See Exhibit J* for reference.

214. For the purposes of state civil RICO laws, Florida relies largely on the definition of enterprise found in the federal statutes. Under Florida Statutes § 895.02(5), an enterprise is defined as follows:

Enterprise: An enterprise is a formal or informal association that can be made up of any combination of the following: an individual, sole proprietorship, business partnership, corporation, labor union, other legal entity, group of individuals, group non-legal entities, and criminal gangs.

215. In other words, the term enterprise itself is defined broadly. Effectively, any persons or entities (formal or informal) that act together could potentially constitute an enterprise under RICO law.

216. Defendants Chad and Kristin Black; Defendants Chad and Jenn Cooper; Defendant Reynolds and Defendant Black Mountain acted together to steal construction-deposits.

217. The construction-theft Enterprise also had operational longevity as illustrated by the following evidence.

B. A pattern of racketeering activity.

218. On July 26, 2011 Defendant Chad Black obtained a contractors' license for a company called 1 Element, LLC (License No. 2705142081) in Virginia **by lying on his licensure application**, which was **revoked** when the lies were discovered by the State of Virginia in

response to multiple complaints and judgments awarded to Virginia consumers on **October 2, 2012**. See Exhibit P.

219. Defendant Chad Black was directly involved in his family-run Virginia Gardens and Hardscapes and CMS Contractors in Virginia as well. There were so many judgments awarded to consumer-victims who had their construction deposits stolen by Defendant Chad Black and his family through these companies that the State of Virginia revoked both of these licenses too.

220. In June 2016 Defendant Chad Black was charged with a felony offense of obtaining property under false pretenses in Union County, North Carolina for taking a construction deposit and not doing the work—the charges were dropped when he gave the stolen funds back.

221. In June 2016 Defendant Chad Black was charged with a felony offense of obtaining property under false pretenses in Mecklenburg, North Carolina for taking a construction deposit and not doing the work—the charges were dropped when he gave the stolen funds back.

222. Therefore, from at least mid-2011 on, Defendant Chad Black has repeatedly obtained pool contracting licenses by fraud for various shell corporations to steal construction deposits.

223. Exhibit J lists the prior bad acts of Defendant Chad Black, which indicate that he took construction deposits through fraud from unwary consumers in Virginia and North Carolina before Florida. This criminal activity has spanned over ten (10) years. See Exhibit J.

224. As it relates directly to this case, Legacy Pools was the next shell entity in line, and the construction-theft Enterprise lasted for four (4) years in Florida. All of the Defendants, along with many others, were involved in the construction-theft Enterprise in Florida.

225. In August 2018 Defendant Chad Black obtained a Florida certified pool contractor's license for Legacy Pools **by lying on his licensure application** to the Department of Business and Professional Regulation of Florida (the "DBPR"). The application was rejected by VERSA, the DBPR's third-party background check provider. Therefore, the first license application constituted a predicate act of mail or wire fraud. Then Defendant Chad Black fraudulently resubmitted his application, this time—getting past VERSA—constituting a second predicate act of mail or wire fraud. See Exhibit Q.

226. The DBPR asked Defendant Chad Black the following four questions, in substance: (1) Have you ever entered a plea of nolo contendere to any crime; (2) are there any pending unsatisfied judgments against you or a business you previously qualified; (3) have you ever had a

license application revoked; and (4) have you had any license revoked? *See Exhibit Q* (at p. 12).

227. Defendant Chad Black answered “no” to each of these questions when the answers to all of the questions were “yes.” *See Exhibit Q*.

228. After obtaining a contracting license by fraud, Defendant Chad Black continued to steal hundreds of victim-homeowners’ construction deposits, including the Plaintiff’s, with the substantial aid and assistance of each of the Defendants.

C. The existence of at least two incidents of racketeering conduct.

229. Defendants Chad and Kristin Black enlisted Defendant Chad Cooper into the construction fraud scheme by making large donations to Defendant Cooper’s fledgling church branch. *See Exhibit K* (November 2018 – \$20,000.00 donation to Melbourne-Elevation from Legacy Pools).

230. Defendant Cooper cashed the check to “Elevation Church Melbourne.” *See Exhibit Q*.

231. Because these funds ultimately went to Elevation headquarters, this was wire fraud.

232. In August 2019 Defendant Chad Black stole the personal identification of a Melbourne-Elevation member to obtain a usurious loan through QuickBridge in South Dakota, constituting wire fraud. From January 2020 to June 2020 almost daily payments were made to Expansion Capital in California for the QuickBridge loan in the amount of \$506.00 from Truist account ***** constituting multiple predicate acts of wire fraud since the usurious loan was procured through identity theft and fraud. *See Exhibit R*.

233. Defendant Chad Cooper assisted and furthered the cover up the Expansion Capital theft.

234. Defendant Jenn Cooper assisted and furthered the cover up the Expansion Capital theft.

235. Defendant Kristin Black committed **predicate acts of wire fraud** each and every time she comingled Florida homeowners’ construction deposits, including Plaintiff Velarde Vetere’s, into Truist account [REDACTED] and then wired distinct portions of these funds to Elevation Church; Defendant Reynolds and his wife; and Defendant Black Mountain.

236. Defendant Reynolds was complicit in accepting commissions for customers whom he knew were being defrauded through wire fraud constituting a violation of title 18 U.S.C. § 1343 on multiple occasions.

237. Defendant Black Mountain was complicit in accepting funds from customers whom it knew were being defrauded for unlicensed design work it knew it was not qualified to perform through wire frauds constituting violations of title 18 U.S.C. § 1343 during a state of emergency.

238. Defendant Black Mountain is further endeavoring to commit mail fraud by making a fraudulent claim for commissions for deposits victims paid with full knowledge that the pools are not being built in the bankruptcy. *See* Exhibit D.

239. Starting in approximately early 2020, Defendant Chad Black began a string of wire frauds, culminating **in a total amount paid of \$156,500.00 to Elevation Church in North Carolina** from consumers' construction deposits, who had no idea their money was going to a church and who did not get the pools they paid for, including Plaintiff Velarde Vetere, constituting multiple violations of title 18 U.S.C. § 1343.

240. Defendant Chad Cooper intentionally and voluntarily participated in the scheme to defraud the Plaintiff through the use of interstate wire communications directly committing wire frauds in connection with some of the fraudulently transferred funds described in paragraph 239 above.

241. Defendant Jenn Cooper was complicit in receiving and/or shipping Defendant Kristin Black's fraudulently obtained luxury goods purchased with the victims' construction funds—specifically, on February 9, 2022 (various Order Nos.); March 6, 2022 (Order No. R753871535); September 3, 2022 (Order No. R524200437); and September 10, 2022 (Order No. R442730858), *inter alia*, constituting repeated violations of title 18 U.S.C. § 1341. *See* Exhibit O.

242. Defendant Chad Black committed wire fraud by using 1Element (whose license was **revoked**) and assigning it the address of Legacy Pools to sell the purported receivables to Samson MCA, LLC, a company in New York, for substantial compensation just before filing bankruptcy. *See* Samson MCA, LLC's Judgment from the Supreme Court of the State of New York, County of Ontario, Index No. 133022-2022. *See* Exhibit S.

243. Defendant Chad Black violated section 489.124, *Florida Statutes*, by obfuscating any direct accounting of Legacy Pools' financial records.

244. Defendant Kristin Black was complicit in the Enterprise's scheme to make multiple payments to a limited liability company in Virginia Defendant Black Mountain with victims' construction deposits, constituting multiple violations of title 18 U.S.C. § 1343.

245. Defendant Chad Black also defrauded the government by using purported "payroll" expenses to get a PPP loan, but the Enterprise was not building the pools. The loan number was 1776487109. This constituted wire fraud.

246. Each of the Defendants took actions or participated in the enterprise through two or more incidents of racketeering conduct, including, but not limited to, the theft of money and property from the Plaintiff, and committing mail and/or wire fraud, with the same intent, results, accomplices, victims and methods of commission, and were otherwise interrelated by distinguishing characteristics and are not isolated incidents, namely, the predicate acts alleged herein. Such acts constitute a pattern of racketeering activity.

247. Each of the Defendants agreed to engage in the enterprise, and objectively manifested their agreement to do so through the words and actions described above.

248. The enterprise is an on-going organization, at times formal, at other times, informal, acting with a common purpose of engaging in a course of conduct, namely, to take monies from victim homeowners, including the Plaintiff, and to deprive them of their property rights.

249. As a direct and proximate result of the Defendants' concerted racketeering activities, the Plaintiff has been damaged.

250. The Plaintiff has been compelled to retain the undersigned attorney and pay a reasonable fee for legal services in order to obtain justice.

WHEREFORE, the Plaintiff demands judgment in treble the amount of her actual damages pursuant to Section 772.014, *Florida Statutes*, attorneys' fees as special damages and/or pursuant to Section 772.014, *Florida Statutes*, and prevailing party costs pursuant to Section 57.041, *Florida Statutes*, against Defendants Chad and Kristin Black, Defendant Reynolds, Defendant Black Mountain and Defendants Chad and Jenn Cooper. Plaintiff Velarde Vetere requests an award of interest at the maximum statutory rates upon any judgment so rendered.

CONCLUSION

251. The Defendants have left a tidal wave of suffering, sadness and loss in their wake.

252. There is no question that Defendants Chad and Kristin Black are preparing to do it again. Through documentation received in the bankruptcy, they have registered an entity in Wyoming, accessed crypto accounts to hide funds, and purchased other business start-up services.

JURY TRIAL

Plaintiff Velarde Vetere requests that this Court bring all counts so triable before a jury.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 6th day of September 2023 the foregoing document was filed with the Florida Courts E-Filing Portal and served in accordance with Florida Rule of Judicial Administration 2.516.

Respectfully Submitted,

/s/ Blake Stewart

Blake Stewart, Esq.

FBN: 84716

Stewart Law CS, LLC

1033 Florida Avenue South

Rockledge, Florida 32955

Telephone: (321) 541-6845

Facsimile: (321) 966-1255

blake@stewartlawcs.com

Staff@StewartLawCS.com

Counsel for the Plaintiff

Exhibit A

**STATE OF FLORIDA
CONSTRUCTION INDUSTRY LICENSING BOARD
DIVISION II**

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,

Petitioner,

vs.

CASE Nos.: 2022-041124 2022-038529
2022-038945 2022-037999
2022-037453 2022-036793
2022-034707 2022-033286
2022-032195 2022-032696
2022-019979 2022-029917
2022-036475 2022-003755
2022-034993 2022-032431
2022-033402 2022-030343
2022-028708 2022-033399
2022-036801 2022-029708
2022-031899 2022-023449
2022-031907 2022-033668
2022-027938 2022-031146
2022-040153 2022-001860
2022-026249 2021-047782
2022-023179 2022-026842
2022-031050 2021-028530
2022-011766 2022-027737
2022-031572

LICENSE NO: CPC 1459154

CHARLES DAVID BLACK,

Respondent.

FINAL ORDER
APPROVING SETTLEMENT AGREEMENT


THIS MATTER came before the Construction Industry Licensing Board (hereinafter referred to as the “Board”) pursuant to section 120.57(4), *Florida Statutes*, on June 15, 2023, at a duly-noticed public meeting held in St. Augustine, Florida for consideration of a Settlement Stipulation (attached hereto as Exhibit A), entered into between the parties in the above-styled causes. Respondent was not present and was not represented by Counsel. Petitioner was represented by Chief

Construction Attorney, Sally Raines. The Board was represented by Senior Assistant Attorney General, Timothy Frizzell.

Upon consideration, of the Settlement Agreement, the documents submitted in support thereof, and being otherwise advised in the premises, **IT IS HEREBY ORDERED AND ADJUDGED** that the Settlement Agreement as submitted is hereby approved, adopted, and incorporated herein by reference. Accordingly, the parties shall adhere to and abide by all the terms of the Settlement Stipulation.


This Final Order shall become effective upon filing with the Clerk of the Department of Business and Professional Regulation.

DONE AND ORDERED this 27th day of June, 2023.


DONALD CESARONE, Chair
Construction Industry Licensing Board

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Respondent, **Charles David Black**, at 4647 Broomsedge Circle, West Melbourne, FL 32904; by e-mail to **Timothy Frizzell**, at timothy.frizzell@myfloridalegal.com; and by hand/interoffice delivery to the **Construction Industry Licensing Board**, at P.O. Box 5257, Tallahassee, FL 32314-5257; and **Sally Raines**, Chief Construction Attorney, at Office of the General Counsel, 2601 Blair Stone Road, Tallahassee, Florida 32399-1039, this 17th day of August, 2023.


Agency Clerk's Office

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,

Petitioner,

v.

Case Nos.: 2022-041124
2022-038529
2022-038945
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2022-034707
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2022-036801
2022-029708
2022-031899
2022-023449
2022-031907
2022-033668
2022-027938
2022-031146
2022-040153
2022-001860
2022-026249
2021-047782
2022-023179
2022-026842
2022-031050

2021-028530
2022-011766
2022-027737
2022-031572

CHARLES DAVID BLACK

Respondent,

SETTLEMENT STIPULATION

CHARLES DAVID BLACK ("Respondent") and the DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ("Department") stipulate and agree to the following joint Stipulation and to the entry of a Final Order of the Florida Construction Industry Licensing Board, Division II ("Board") incorporating this Stipulation and the agreement in the above-styled matter.

STIPULATED FACTS

1. At all times material, Respondent was a Certified Pool Contractor in the State of Florida, having been issued license number CPC 1459154.
2. Respondent will be charged by Administrative Complaints filed by the Department and will be properly served upon Respondent with violations of Chapter 489, Florida Statutes, and the rules enacted pursuant thereto.
3. Respondent will neither admit nor deny the allegations of fact contained in the Administrative Complaints.

STIPULATED CONCLUSIONS OF LAW

4. Respondent, in his capacity as a licensed contractor, admits that he is subject to the provisions of Chapters 455 and 489, Florida Statutes, and the jurisdiction of the Department and the Board.
5. Respondent admits that the facts to be set forth in the Administrative Complaints,

if proven, would constitute violations of Chapter 489, Florida Statutes, as will be alleged in the Administrative Complaints.

6. Respondent understands the Board's acceptance of this Stipulation constitutes disciplinary action within the meaning of Chapters 455 and 489, Florida Statutes.

STIPULATED DISPOSITION

7. **WAIVER OF PROBABLE CAUSE:** Respondent expressly waives a finding of probable cause as to Case Nos. 2022-041124, 2022-038529, 2022-038945, 2022-037999, 2022-037453, 2022-036793, 2022-034707, 2022-033286, 2022-032195, 2022-032696, 2022-019979, 2022-029917, 2022-036475, 2022-003755, 2022-034993, 2022-032431, 2022-033402, 2022-030343, 2022-028708, 2022-033399, 2022-036801, 2022-029708, 2022-031899, 2022-023449, 2022-031907, 2022-033668, 2022-027938, 2022-031146, 2022-040153, 2022-001860, 2022-026249, 2021-047782, 2022-023179, 2022-026842, 2022-031050, 2021-028530, 2022-011766, 2022-027737, 2022-031572 and agrees to the filing of the Administrative Complaints, so that the Florida Construction Industry Licensing Board may consider this matter without further delay. Further, Respondent expressly waives a finding of probable cause as to any further cases related to license number CPC 1459154 that may be filed by aggrieved Complainants. Respondent expressly waives confidentiality as to the investigative files, the investigative materials, and any other materials compiled as a result of these complaints. Respondent understands that the same will become public record upon the Department's receipt of this executed Stipulation from Respondent. Respondent agrees that, for purposes of the above styled cases and the Administrative Complaints, this waiver of probable cause and confidentiality in this Stipulation is absolute and not contingent on the Board's acceptance of this Stipulation.

8. **VOLUNTARY RELINQUISHMENT:** To avoid the necessity of further

administrative proceedings, Respondent agrees to voluntarily relinquish his or her designation as a Certified Pool Contractor, license number CPC 1459154 in the State of Florida.

9. Respondent certifies that designation number CPC 1459154 is the only professional contracting license that he possesses in the State of Florida, whether issued by a state or local authority.

10. Respondent agrees never to again apply for licensure as a contractor or financially responsible officer in the State of Florida, notwithstanding any contrary provisions of Florida law.

11. Respondent's relinquishment of licensure will be effective upon acceptance by the Board.

12. Respondent agrees to immediately set license number CPC 1459154 to inactive status with the Department upon the execution of this Stipulation and to cease all construction activities related to license number CPC 1459154. If Respondent fails to immediately set his license CPC 1459154 to inactive status, Respondent consents to the entry of an emergency suspension order suspending license CPC 1459154.

13. Respondent agrees to the entry of a Final Order by the Construction Industry Licensing Board on any further cases related to his license number CPC 1459154 that may be filed by aggrieved Complainants. The Department will not seek to collect on any fines, costs, or restitution imposed on any Final Order imposed against license number CPC 1459154.

14. ADMINISTRATIVE FINES AND COSTS: Respondent agrees that if he ever attempts to reapply for licensure as a contractor or financially responsible officer in the State of Florida, he will pay \$390,000.00 in administrative fines and \$2,000.00 in investigative costs, at an interest rate of 18% per annum, to the State of Florida for the violations alleged in each case listed

above.

15. The Department shall not impose a penalty against Respondent under any provision of Chapters 455 or 489, Florida Statutes, including but not limited to Section 489.129, Florida Statutes, for Respondent's failure to pay administrative fines and costs. However, if Respondent attempts to reapply for licensure as a contractor in the State of Florida, Respondent must first satisfy the administrative costs and fines stated above before his application for licensure will be considered by the Department.

16. RESTITUTION/SATISFACTION: The Department shall not impose a penalty against Respondent under any provision of Chapters 455 or 489, Florida Statutes, including but not limited to section 489.129, Florida Statutes, for Respondent's failure to pay restitution/satisfaction, nor shall the Department seek repayment from the Respondent of any restitution/satisfaction paid by the Florida Homeowners' Construction Recovery Fund on Respondent's behalf. Notwithstanding such waiver of sanctions, Respondent agrees that, if the Complainants can substantiate the amount, the Complainants are owed restitution/satisfaction in the following cases:

2022-041124 Michael Vacirca
2022-038529 Jesse Marsh
2022-038945 Rex Parmelee
2022-037999 Richard Hulse
2022-037453 Stefan Peterson
2022-036793 Daniella Kosh
2022-034707 Rebekah Ellen Martino
2022-033286 Jenna Gaines
2022-032195 Jean-Claude Baker
2022-032696 Ricardo Gutierrez
2022-019979 Tanya Colzani
2022-029917 Jose E. Montanez
2022-036475 Laura Meyers
2022-003755 Michael B. Evans
2022034993 Kevin Beber

2022-032431 David Somach
2022-033402 Luis Fernando Luna
2022-030343 Rebekah Ellen Martino
2022-028708 Steven Ronald Wade
2022-033399 Rachael Howard
2022-036801 Stuart Langley
2022-029708 Wilson Burgos
2022-031899 Joe Worob
2022-023449 Loretta Blair
2022-031907 Steven Thompson
2022-033668 Rita B. Shapiro
2022-027938 Laura Corrales
2022-031146 Ronald Martin
2022-040153 Rhonda Lee
2022-001860 Tricia Marshall-Micher
2022-026249 Bishoy Adel Rezek
2021-047782 Marcia Norman
2022-023179 Ashmeet Kalra
2022-026842 Emily Walker
2022-031050 Erika Larios Grimaldi
2021-028530 Pamela Berg Vandenberg
2022-011766 Melina C. Alcivar
2022-027737 Byron David Patrick
2022-031572 Lincoln Salmon

17. It is expressly understood that this Stipulation is subject to the approval of the Board and the Department. In this regard, the foregoing paragraphs (and only the foregoing paragraphs of the Stipulated Facts, Stipulated Conclusions of Law and Stipulated Disposition) shall have no force and effect unless a Final Order incorporating the terms of this Stipulation is entered by the Board.

18. Should this Stipulation be rejected, no statement made in furtherance of this Stipulation by Respondent may be used as direct evidence against Respondent in any proceeding.

19. Respondent and the Department fully understand that this joint Stipulation and subsequent Final Order incorporating same will in no way preclude additional proceedings by the Board and/or the Department against Respondent for acts or omissions not specifically set forth in

the Administrative Complaints.

20. Upon the Board's adoption of this Stipulation, Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of, or to otherwise challenge or contest the validity of, the Stipulation of Facts, Conclusions of Law, Stipulated Disposition, and the Final Order of the Board incorporating said Stipulation, or any part thereof.

21. Upon the Board's adoption of this Stipulation, the parties hereby agree that the parties will bear their own attorney's fees and costs resulting from prosecution and/or defense of this proceeding, except as otherwise provided herein. Respondent waives the right to seek any attorney's fees or costs from the Department in connection with this disciplinary proceeding.

22. This Stipulation is executed by Respondent for the purpose of avoiding further administrative action with respect to this cause. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent, prior to or in conjunction with consideration of the Stipulation. Should this joint Stipulation not be accepted by the Board, it is agreed that presentation to and consideration of this Stipulation and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

23. This Stipulation may be signed in counterparts, and facsimile copies shall be treated as original.

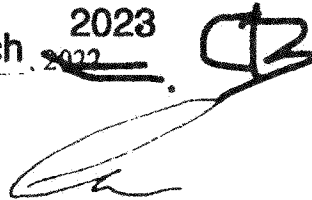
24. The Department reserves the right to correct any typographical errors or make any non-material changes to this Stipulation after it is signed.

[SIGNATURE PAGE FOLLOWS]

DBPR v. Black
Settlement Stipulation
SIGNATURE PAGE

ACCEPTED AND APPROVED BY AND BETWEEN:

SIGNED this 1st day of March, 2023



Charles David Black
Respondent

APPROVED this 4th day of May, 2023



Sally E. Raines
Assistant General Counsel
By Delegation from the Secretary

Exhibit B

1 A P P E A R A N C E S :

2

3 LATHAM, LUNA, EDEN & BEAUDINE, LLP
4 Attorneys for Legacy Pools, LLC, Debtor
5 201 s. Orange Avenue, Suite 1400
6 Orlando, FL 32801-3483
7 BY: DANIEL A. VELASQUEZ, ESQ.

8 DEPARTMENT OF JUSTICE
9 United States Trustee
10 400 W. Washington Street, Suite 1100
11 Orlando, FL 32801-2210
12 BY: BRYAN EDGAR BUENAVENTURA, ESQ.

13 STEWART LAW
14 Attorney for the Creditors
15 1033 Florida Avenue South, Suite B
16 Rockledge, FL 32955-2138
17 BY: BLAKE BERNARD STEWART, ESQ.

18
19
20 TRANSCRIPTION SERVICE:
21 Acorn Transcripts, LLC
22 3572 Acorn Street
23 North Port, FL 34286
24 1-800-750-5747
25

P R O C E E D I N G S

(Requested Excerpt of Ruling by Judge Vaughan)

JUDGE'S RULING

THE CLERK: All rise. Court is now back in session. Court you may be seated.

THE COURT: The Court has heard a lot of testimony and argument today. Very intensive - I will say - arguments and examinations.

This is definitely an issue where the Court would like to write an opinion to make sure I hit all of the points of the testimony that has been given, the legal arguments that have been given, but I don't feel comfortable letting this case remain in limbo while I take the time to do that. Because I could take 30 days. It could take even longer.

So I am going to give you my ruling today. I'm going to give you the bare bones of why I am doing what I am doing. And then I'm going to supplement that with a written order.

So let's start with the issue of confirmation. As I said, this is going to be bare bones, so don't expect me to go through a full analysis of 1129 -- 1191(b). But the Debtor is here asking the court to confirm a plan under section 1191(b) as a cram-down plan which means that the debtor -- it's not a consensual plan, the debtor did not

1 get to vote of all impaired classes under the plan. The
2 court notes that the debtor has one impaired class who has
3 voted in favor of the plan, and in the unsecured creditor
4 class, that class voted pretty overwhelmingly to reject the
5 plan.

6 Chapter 1191(b) incorporates most of section
7 1128(a) which deals with non-sub chapter V bankruptcies.

8 I am not going to confirm the plan today, I
9 cannot find that the plan is confirmable. And here's why.

10 Under 1129(a)(11) that is what we call the
11 feasibility requirement. I think that's the most important
12 aspect of my ruling here today. I cannot find that the
13 plan is feasible.

14 Under 1129(a)(11) it provides that the court has
15 to find the confirmation of the plan is not likely, or
16 either unlikely to be followed by liquidation or the need
17 for further financial reorganization of the debtor or its
18 successor.

19 The debtor's presented the court with projections
20 attached to the back of its plan which if you look at them
21 they show quite a bit of recovery that could be had for
22 creditors here. But it's not enough to simply put numbers
23 on paper and show everyone, look at all the money we can
24 make together. The court has to have a basis to find that
25 those are feasible.

1 And during this case, the evidence that's before
2 me doesn't support finding that these projections are
3 feasible. Number one, there have been zero new contracts
4 during this case. I know, Mr. Valesquez would dispute
5 that characterization but the only two contracts that have
6 been, that there's testimony about, having been entered
7 into or supporting the monthly operating reports that we
8 have are two customers and the testimony is those are two
9 existing customers who have agreed to continue with the
10 debtor outside of the construction trust. So far during
11 this case that seems to be the only source of funds of the
12 debtor.

13 When you look at the monthly operating reports of
14 the debtor, there's a place there for projections, every
15 month the debtor has to state what they did and what they
16 project to do in the next month. In this case the debtor
17 has never met those projections.

18 Then October, the debtor projected that for
19 December -- I'm sorry, the projections for October were
20 that, there's a projection limit going to have cash of 290-
21 to-292,000 coming in and what they would net about 237,000.

22 The actuals that they brought in cash were about
23 16,000 and only netted about 15,000. And then in November
24 a similar result, the projection was 325,000 in cash,
25 175,000 net, but the actual was about 35,000 in cash and

1 11, 000 in net. And that continued on to December.

2 So the monthly operating reports still provide any real
3 basis to support the projections.

4 When Mr. Black was questioned on the stand about
5 the projects that have been or any new customer projects
6 coming in, Mr. Buenaventura specifically asked him
7 specifically about this idea of just only doing design
8 work, and asked if he had any clients who had signed up for
9 that. And his answer was no, but I have some family
10 members that I'm doing it for free. Which I will address a
11 little bit later.

12 Obviously that brings no income into the estate
13 if you are working for free, which is its own issue. And
14 the Debtor still has a provision on here for customers for
15 design, engineering, permit and construction consulting.
16 No one here has argued that the Debtor doesn't need a
17 license to do that. I didn't hear that argument or that
18 testimony.

19 So even if, let's just say, we throw out this
20 whole design only concept and focus on construction which
21 the Debtor has done in the past, the testimony here has
22 been that the Debtor is likely to lose his license -- or
23 that Mr. Black is likely to lose his license, meaning that
24 the Debtor wouldn't have use of it. I agree with Mr.
25 Velazques that Ian Brown, Mr. Brown, is not the final

1 arbiter of that decision, okay. But Mr. Brown was the
2 Debtor's own witness and got up here and testified that at
3 the very least it was very likely that this was going to
4 happen and based on his years of experience, I think he has
5 been with the general counsel's office at least seven
6 years, and description of this particular case, I find that
7 it is a likely result of the complaints that have been
8 brought, and the two administrative complaints that may not
9 be pending as of this moment, but Mr. Brown, who would be
10 in charge of that, those admin complaints, says will be
11 pending shortly.

12 Additionally, the Debtor cannot rely on the trust
13 fund money to show feasibility. Number one, as Mr.
14 Buenaventura pointed out, we have no idea, no reports have
15 been given to us, all we have been given is oral
16 representations of how many customers are in that trust,
17 how much money is in that trust. We've seen the terms of
18 that trust, but there has been absolutely no reporting.
19 And, you know, Mr. Velasquez would probably argue that the
20 operating reports don't require it.

21 I will let you debate that and maybe I will take
22 it up in the written opinion, but even if that were the
23 case, you can't come in here and rely on those funds to
24 show that the Debtor is going to be profitable when we
25 can't even see that money. And plus, again, these are

1 contracts that already exist. You have a customer that's
2 trying to make the best out of a bad situation. That
3 doesn't equal, that's not the same as bringing in new
4 customers, especially when you have numerous customer
5 complaints against you that anyone can find going and
6 looking on the internet now.

7 There was also a discussion today about leads,
8 there was a discussion on Monday about leads and turning
9 those leads into actual customer projects. But there is no
10 evidence to corroborate how those leads would actually turn
11 into customers, and so I can't rely on the fact that maybe
12 there are 15 leads out there, especially considering the
13 Debtor's reputation at this point.

14 Mr. Stewart pointed out that at this time we're
15 really relying upon Mr. Black and his wife to run this
16 business, essentially that is what we are doing. They're
17 the only ones left, and they would have to build the
18 business back up, and I find a lack of credibility in Mr.
19 Black in his testimony.

20 One I will point out that when the issue was
21 brought up about the Virginia complaint and why it wasn't
22 referenced or why it wasn't disclosed in the license that
23 he applied for here in the State of Florida. His first
24 response was well he didn't know what he disclosed. He
25 couldn't tell you, because he used a service.

1 Even though Mr. Black was responsible for signing
2 that document - he says he signed a blank document - it is
3 hard for this Court to believe that Mr. Black didn't review
4 those representations that he was making under oath by
5 signing that document, or, you know, he had a
6 responsibility to review them in any event and not simply
7 sign a blank document.

8 Number two, he then said he did not know about
9 the Virginia complaint until afterwards, but when presented
10 with his deposition and then again today he admitted that
11 he knew about the complaint back in, at least, 2012 and
12 maybe 2011. I've heard the complaints that the Virginia
13 judgment is invalid because Mr. Black wasn't served. He
14 didn't participate. Even if I accept all those as true,
15 which I have no basis to know that, even if it was a
16 totally inappropriate judgement there was still an
17 obligation to disclose that on the license. And, as you
18 heard from Mr. Brown, that is a big problem for the
19 Department of Business and Professional Regulation.

20 The other one that I had, and, you know, these
21 are just two examples that I noticed in my notes, is the
22 access to Quickbooks. The first response that Mr. Black
23 gave was that he didn't have access to Quickbooks at his
24 deposition because the bill wasn't paid. But we could see
25 from the bank statements the same bill was paid at the same

1 date every month, and so there was really nothing in there
2 to indicate that they were locked out of their Quickbooks.
3 But then the story changed, well I just didn't have the
4 Quickbooks available. And now what we hear today is that
5 well, you know, my wife really does the Quickbooks, I don't
6 know how to use that sort of thing. If that's the case
7 then I question why Mr. Black's wife wasn't here to testify
8 about those financials.

9 I also find that the plan does not comply with
10 section 1191(b) and that is the provision of the Bankruptcy
11 Code, Subchapter V provision that would allow the Debtor to
12 confirm the plan even with though he doesn't have the vote
13 of his creditors. We call it cram-down in bankruptcy.

14 And it's different in Subchapter V then it would
15 be in a regular 11, the requirements are not quite as high.
16 But it does provide that if you don't get the vote of all
17 your classes of creditors that are impaired, you have to
18 meet the requirement that the plan is fair and equitable.

19 And under 1191(c) it gives some rules of
20 construction about how you determine that, and that's the
21 devotion of projected disposable income, and it says here
22 that the Debtor has projected over the upcoming 5 years. I
23 just want to focus on the fair and equitable and the
24 language that the plan also cannot discriminate unfairly
25 and point out that with the definition of fair and

1 equitable, the code provides, 1191(c) is that it includes
2 these requirements that are listed specifically in the
3 Code. That means there's no limitation. There can be
4 other requirements that might make a plan not fair and
5 equitable.

6 And here my concern is that we have the unsecured
7 creditor class split into two, and Mr. Velasquez makes a
8 decent argument about why you would categorize or classify
9 the SCP claim differently. But SCP as a vendor is being
10 treated differently than the other vendors who are in the
11 regular unsecured creditor class, Class 13, in that it's
12 going to be made monthly, it's going to be paid in full
13 while other creditors wait for a year for just their first
14 payment. And, especially, when a plan that is based on
15 actual income, so there's no minimum the debtor has to pay,
16 we have creditors waiting a year and they may get to that
17 very end of that year and the debtor says why I don't have
18 any income to pay you.

19 So that's not fair and equitable. Okay? And I
20 think that does discriminate unfairly, if not for the fair
21 and equitable provision.

22 The other point I'm going to make, under 1129, is
23 I don't think that the plan is filed in good faith. Good
24 faith isn't defined under the Code, but there is
25 substantial case law there that talks about good faith

1 being whether it's consistent with the objectives and
2 purposes of the Code. And I don't think this one is.

3 We look not just at what the plan says but we
4 also look at the actions of the Debtor. And in this case,
5 it's hard for me to believe that the plan is filed in good
6 faith, and I'm going to find that it's not filed in good
7 faith.

8 Number one, again, the unsecured creditors are
9 being -- are being told they are gonna only be paid if
10 there's actually income of the Debtor with no minimum. So
11 there's nothing really for the Debtors (sic) to rely upon
12 in this case. Yet, one creditor is being paid in full, and
13 there are other indications of lack of good faith. The
14 fact that there will be -- well, the plan proposes and
15 injunction for the insiders, and it's questionable to me
16 about the avoidance actions and how those are going to be
17 handled.

18 Mr. Velasquez pointed out that Mr. Black's in a
19 better position to perhaps recover the \$150,000 that was
20 paid pre-petition in charitable donations to the church. I
21 might find that, you know, the church -- the charitable
22 donations by an entity to the church are indications of a
23 lack of good faith considering the fact that we have 150 or
24 so homeowners or didn't get their pools finished because
25 the Debtor didn't have the money and couldn't -- maybe at

1 one time it was just they couldn't get the supplies but
2 then, of course, the Debtor didn't have any money coming
3 into bankruptcy. But had the money to make this charitable
4 donation to Mr. Black's church.

5 Mr. Velasquez says well, Mr. Black is probably in
6 a better position to recover those money, but no attempt
7 has been made. No one has told me about any attempt to
8 recover those funds, and that is a pretty straightforward
9 avoidance action that could be pursued. I am not saying
10 whether the church is able to return those monies, but no
11 one has made that attempt and I think that is a lack of
12 good faith, nor has there been an attempt to address the
13 issue with the pool that was paid for out of the Debtor's
14 funds.

15 I understand Mr. Black here testified that it was
16 some sort of supplier promotion. No one's told me whether
17 it's SCP who is the supplier, or a different supplier but
18 some sort of supplier promotion that was to be provided to
19 the owners of the business. I think that's what I heard
20 his testimony was, but that he put the money into the
21 marketing account and used it in that way.

22 Well, it was still the Debtor's funds, all right,
23 and at a time when you have, at that point, over 100, I'm
24 sure, homeowners who do not have their pools finished or
25 anywhere near completion, it's not good faith to use the

1 money to build a pool at your own home which even if you
2 were going to use it for marketing purposes, increases the
3 value of your home, and provides nothing to the numerous
4 homeowners who have been harmed.

5 Lastly, and no one pointed this out, but it was
6 in Mr. Buenaventura's examination, according to the
7 Debtor's bank records, they took a deposit from a homeowner
8 just two weeks before filing for bankruptcy, and it is hard
9 for me to believe that the Debtor didn't know, or suspect,
10 the bankruptcy was on the horizon. Or at least at that
11 point realize that there was no way they were going to be
12 able to finish that pool, and taking a deposit just shortly
13 before filing for bankruptcy. Debtor was going to be able
14 to complete that pool.

15 Mr. Brown pointed out the public harm here, and I
16 agree with Judge Jennemann in her decision to the extent
17 that she said it's an important role that the DBPR plays in
18 this case because they're situated to address homeowner
19 harm. And I think that was Mr. Brown's point when he
20 talked about whether the Debtor was going to be able to
21 keep his license.

22 That was one of the points that he made and a
23 very important one.

24 According to Mr. Brown, because I wrote these
25 numbers down, I think several numbers were floated back and

1 forth, but I think the correct numbers are 145 total
2 complaints, 66 were closed, only 15 are still at the
3 investigation stage, 64 would with the Office of General
4 Counsel, but are stagnant there because of the bankruptcy.
5 And that now, based on Mr. Brown's testimony, there will be
6 two additional administrative claims, meaning claims that
7 are brought by the office itself that are not stayed by the
8 bankruptcy, and I think those are going to be the most
9 troubling ones.

10 Mr. Velasquez points out your creditors were
11 better off in Chapter 11. Chapter 7, you know, maybe
12 they're going to end up with a little bit of money or a
13 little bit of recovery on the avoidance actions, maybe no
14 recovery because there will be administrative expenses.

15 But that's not really the issue. That's not the
16 issue when it comes to confirming the plan. The issue is
17 if I cannot make a finding that this plan is feasible, I
18 cannot confirm it. And that's what I'm deciding here
19 today.

20 And as to the construction trust, if the Debtor
21 loses its license or Mr. Black loses his license, then
22 those creditors are going to be in the same position as
23 they would be in Chapter 7, and frankly, probably better
24 off having that happen now rather than later when they may
25 have lost more money in that process.

1 So under 1112 so now I'm not confirming the plan
2 -- under Section 1112 which the US Trustee is traveling
3 under, it provides that the Court, except as provided in
4 paragrah below, which I'll address, after hearing Court
5 shall convert a case to chapter 7 or dismiss it whiuchever
6 is in the best interest of creditors in the estate.

7 And I do that if I find a cause exists. And when
8 we go down to 1112(b)(4) there's a list of causes, and
9 again, the Court uses the word "includes" which means that
10 these are all causes but there are more that the Court can
11 find. And as many cases which will, I will cite in my
12 opinion many courts have found that a ground to our cause -
13 - excuse me -- to convert or dismiss a case includes lack
14 of good faith.

15 And as I pointed out before with the filing of
16 the plan, I also point out that I think there's a lack of
17 good faith in filing the bankruptcy itself based on the
18 Debtor's history.

19 As to the grounds, the causes, that are listed in
20 Section (4), I do find there's gross mismanagement of the
21 estate. And that goes to the lack of Quickbooks -- I don't
22 want to say proficiency, but just access. It's clear that
23 the Trustee asks for those Quickbooks records and they
24 should have been able to be provided, and the lack of any
25 kind of any of reporting troubles this Court as much as it

1 troubles the U.S. Trustee.

2 The other one is the work that Mr. Black
3 testified he was doing for his in-laws where the estate is
4 not being paid. And, essentially that's work that is being
5 given away for free.

6 The failure to comply with orders of the Court.
7 We heard today about the selling of assets without Court
8 approval. We also heard about, which Mr. Velasquez
9 admitted to in one of our prior hearings that the Debtor
10 was not paying the Subchapter V Trust even though the Court
11 had ordered it in one of it's initials orders. The excuse
12 at that time wasn't really the Debtor didn't have money.
13 As I recall it was that there was a dispute with the
14 Subchapter V Trustee.

15 And as I pointed out at that hearing, that's no
16 reason not to make the payment that the Court has ordered.
17 Even though that's remedied, that's still a violation in
18 this case. Had the Debtor wished to be excused from that
19 fee or to reduce that fee then the proper action would have
20 been to file a pleading with this Court.

21 There's also failure timely to provide
22 information requested by the US Trustee. I think that's
23 been established here with respect to the Quickbooks
24 accounts. Even if the Debtor didn't have profit/loss
25 statements or balance sheets or other financial statements

1 that it's already created, the request was for the
2 Quickbooks records, and the testimony I heard here today
3 was that nothing was turned over.

4 Mr. Velasquez pointed out there's a caveat in
5 1112 that the Court may not convert or dismiss the case
6 under this chapter if the Court finds, and specifically
7 identifies, unusual circumstances establishing that
8 converting or dismissing the case is not in the best
9 interest of creditors in the estate. And the Debtor
10 establishes that there is a reasonable likelihood that the
11 plan will be confirmed within the time frames provided by
12 the Code. The ground for converting or dismissing includes
13 an act or admission other than 4(a) which is not -- which I
14 haven't cited here, for which there exists a reasonable
15 justification for the act or admission and that will be
16 cured within a reasonable time.

17 Well, I can't make those findings here. While
18 many 11s probably are better off or at least the creditors
19 have a chance of recovering more than they would in a
20 Chapter 7. If I can't find that the plan is feasible then
21 I can't make a finding that they would be better in 11
22 versus a conversion or dismissal. And I don't believe that
23 there are reasonable justifications for the acts or
24 omissions that I described here today.

25 So then the question is do I convert the case or

1 dismiss the case? Well, that's an easy one. I have to
2 determine what's in the best interests of creditors in the
3 estate. Several potential avoidance actions have been
4 brought to my attention, they were disclosed in the
5 schedules in fact, and while I'm sure Mr. Stewart would
6 like me to dismiss the case so he can represent his
7 clients, and do what he can to get them a recovery, that
8 doesn't get a recovery for the entire creditor body. And
9 that's what is in the best interest of creditors, of all
10 the creditors not just a few creditors who can afford to
11 hire an attorney. We don't a race to the Courthouse,
12 that's what bankruptcy is designed to prevent.

13 So, I am going to convert the case to Chapter 7
14 effective immediately. An order will be entered today
15 directing the Trustee's office to convert to appoint a
16 Chapter 7 Trustee.

17 I wanted to mention one thing. I'm trying
18 remember where this fits in, but it was discussed today so
19 I wanted to address it. This whole issue of whether the
20 pool should have been disclosed in the Debtor's schedules
21 or statement of financial affairs.

22 It should have. Even if the Mr. Black believes
23 that that money was really his, the money did come from --
24 he admits the money did come the marketing account of the
25 business. Whether he ran it through there or whether it

1 was already there, it did come from that account. And even
2 if you don't characterize it as the Debtor having an
3 interest in property, because there's been no finding of an
4 equitable lien or anything like that, the use of those
5 monies to build a pool is a transfer of an asset that
6 should have been disclosed.

7 So I just point that out and I think that goes to
8 good faith, and I think it goes to the lack of full
9 disclosure in this case.

10 Let me see if there is anything else that I had.
11 I don't think there is. There is much more. There's a lot
12 of testimony here, and I want to be precise, and that's why
13 I want to go draft an opinion.

14 So the order will say that confirmation's denied.
15 The case is converted to Chapter 7, directing the U.S.
16 Trustee to appoint a Chapter 7 Trustee as soon as possible.
17 And that the Court will supplement its order with a
18 memorandum opinion. Okay?

19 So are there any questions today? I guess we
20 need to -- Ms. Johnson, let's go ahead and schedule a
21 status conference so we can evaluate and have a place
22 holder if the incoming trustee needs some relief by the
23 way. And I think if we have time on seven day you can add
24 it, but I think this is something that probably needs at
25 least 30 minutes.

1 THE CLERK: Well, we probably can do the 7 day in
2 April. It's April 18th.

3 THE COURT: Okay.

4 THE CLERK: At 11:30.

5 THE COURT: Maybe we should do something a little
6 sooner. When is our 7-day in March? Too soon?

7 THE CLERK: Too soon.

8 THE COURT: Okay.

9 THE CLERK: It's next (indiscernible).

10 THE COURT: Well, no, that's not too soon. I
11 think it'll just be kind of a --

12 THE CLERK: March 16th.

13 THE COURT: Yeah, two weeks from now basically.
14 Just as a status conference. I figure in the event the
15 Trustee needs some sort of emergency relief, it will be
16 good to have a place already -- do we have time?

17 THE CLERK: Yup.

18 THE COURT: Okay.

19 THE CLERK: That same time slot.

20 THE COURT: What did you say?

21 THE CLERK: 11:30.

22 THE COURT: Okay. So March 16th at 11:30 we'll
23 have a status conference.

24 Right now all the fee applications will be on
25 hold and as I do in many Chapter 7s just abate them until

1 the end of the Chapter 7 case and we determine if there are
2 any funds to pay those.

3 All right. Any questions?

4 (No audible response.)

5 THE COURT: Okay. Then I think that's it for
6 today. Thank you very much for your presentations and for
7 your commitment to this case. All right.

8 (End of requested excerpt)

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C E R T I F I C A T I O N

I, Nancy B. Gardelli of Acorn Transcripts, LLC., a court and federally approved transcription service, hereby certify that the foregoing transcript is correct, to the best of my ability, from the official electronic recording of the proceedings in the above-entitled matter.

 Nancy B. Gardelli
/s/

Dated: May 28, 2023

Nancy B. Gardelli
Acorn Transcripts, LLC
3572 Acorn Street
North Port, FL 34286

Exhibit C

Conversation with: Jake Legacy pools (+19803553531)

Type	Date	Content
Sent	Mar 11, 2022 12:26:31 PM	I am trying to call Geoff and he hasn't not answered my calls. Is there someone else i can contact?
Sent	Mar 11, 2022 12:25:56 PM	Hello Jake, i was hoping you can help me. The dig for our pool was scheduled last week on Monday, then moved to Thursday then that morning they didnt come due to truck issues. Now no one is answering my calls or emails
Received	Feb 11, 2022 1:00:01 PM	Yep!
Sent	Feb 11, 2022 11:59:00 AM	Thank you so much
Sent	Feb 11, 2022 11:58:55 AM	Ok perfect, sounds good
Received	Feb 11, 2022 10:37:08 AM	You can let them know we are working as a team but I will be designing the pool and will most likely meet with them.
Received	Feb 11, 2022 10:36:52 AM	Hi Mariana! I would be happy to help them out. If you could forward them my wife's number she will be able to help them out. She is helping me keep everything straight. I am designing and meeting with clients but she is keeping us organized! Her number is 980-355-3536.
Sent	Feb 10, 2022 1:49:02 PM	Hi Jake, our neighbors asked to give them the info of Legacy Pools since they are looking to build a pool at their other house. Can I give them your number? Or is it a better way to direct them?
Sent	Dec 10, 2021 2:02:23 PM	That sounds awesome :) we are excited, hoping things can go smoothly and to be able to enjoy it in the summer
Received	Dec 10, 2021 9:48:09 AM	No you guys are good. Yes you will get email reminders each time.
Sent	Dec 8, 2021 8:59:44 PM	Hi , we just signed permits yesterday.. the first deposit was sent to us immediately and we already did that payment, are we supposed to have received a second one?
Received	Dec 8, 2021 5:25:52 PM	Hey Mariana! I wanted to check in and see how things are progressing. Did you receive the email from our finance team with deposit info yet?

Received	Nov 24, 2021 4:34:11 PM	It has been my pleasure! So glad you guys will have this space to enjoy with your family.
Sent	Nov 24, 2021 12:34:26 AM	I am sending you the image of the email i am answering
Sent	Nov 24, 2021 12:34:26 AM	Hi Jake, first of all thank you for all the help you have given us. At the moment we are still waiting for the money deposit to our account for our loan, we signed the contract with legacy pools and received the first invoice. We will make sure to pay we are just waiting for the money and as you know, they have been a little slower than expected
Sent	Nov 23, 2021 10:37:10 PM	
Sent	Nov 22, 2021 12:24:35 PM	I will look at it with my husband, thank you
Sent	Nov 22, 2021 12:24:22 PM	Great! 🥰
Received	Nov 22, 2021 11:31:55 AM	Contract sent!
Sent	Nov 21, 2021 7:39:27 PM	Ok sounds good
Received	Nov 21, 2021 7:38:08 PM	You do have the option to upgrade if you would like at the selections meeting. They would then have you sign an addendum to document it.
Received	Nov 21, 2021 7:37:24 PM	You will be picking based on what your contract says. So the price will not change.
Sent	Nov 21, 2021 7:36:02 PM	We are now just concerned we are getting the loan deposit to our account but that selections could change the price
Sent	Nov 21, 2021 7:35:07 PM	Or the options we will be given would not change the price?
Sent	Nov 21, 2021 7:34:49 PM	Question, size we haven't picked pavers and colors, can the price change with what we pick?

Received	Nov 21, 2021 7:30:42 PM	Of course!
Sent	Nov 21, 2021 7:23:41 PM	Ok sounds good, thank you
Received	Nov 21, 2021 7:03:05 PM	I was able to get all of your project information and documents over to my supervisor this weekend. You should expect to see a contract to sign Monday or Tuesday!
Received	Nov 21, 2021 7:02:14 PM	Thanks! I just sent you an email with some info on what to expect next. Our selections team will reach out to you after signing to schedule a time!
Sent	Nov 21, 2021 6:50:17 PM	Ok you said details about colors would be looked at when contract was signed , when would we look at that?
Sent	Nov 21, 2021 6:49:25 PM	veterev@gmail.com
Received	Nov 21, 2021 5:06:44 PM	Hi! Could you send me an email for your husband? The contract is being prepped to sign and will be sent through DocuSign
Sent	Nov 20, 2021 3:40:14 PM	You're welcome!
Received	Nov 20, 2021 3:39:58 PM	Thank you!
Sent	Nov 20, 2021 3:39:42 PM	Mariana Velarde Vetere and Vincent Vetere
Received	Nov 20, 2021 3:38:52 PM	Hello! Could you send my your name and your husbands name exactly like they will appear on the loan?
Sent	Nov 16, 2021 3:50:41 PM	Perfect! Thank you
Received	Nov 16, 2021 3:38:24 PM	Great! It may take me until the weekend to get your project approved and ready for signing. I will touch base with you at the beginning of the week. Exciting stuff!

Sent	Nov 16, 2021 1:40:51 PM	Yes please
Received	Nov 16, 2021 1:40:31 PM	If you guys are ready to move forward I can get to work on your closing documents and get them over to be approved. After that we will have you guys sign!
Received	Nov 16, 2021 1:40:05 PM	Great news!
Sent	Nov 16, 2021 8:56:51 AM	Just got the text we are approved
Sent	Nov 15, 2021 6:38:52 PM	I hope this is the last document and should be approved since our scores i high and just paid off our house
Received	Nov 15, 2021 6:24:41 PM	Yeah that is a little strange.
Sent	Nov 15, 2021 6:22:01 PM	Is ok, i found strange for them to ask me for my Prof of citizenship when they have my paystub showing i have 10 years working for the company i work for
Received	Nov 15, 2021 6:17:07 PM	Alright! This new process with them is taking a lot longer than usual. I apologize for that!
Sent	Nov 15, 2021 6:16:33 PM	Waiting for them to answer about that
Sent	Nov 15, 2021 6:16:24 PM	They just asked me to submit the copy of my citizenship for some reason, so i sent my naturalization certificate a couple of days ago
Received	Nov 15, 2021 5:56:17 PM	Hi Mariana! Any update on your pre-approval/full approval?
Sent	Nov 2, 2021 12:10:50 PM	Ok sounds good
Received	Nov 2, 2021 12:06:58 PM	At this point we wait! They should provide a pre-approval which will allow us to get you through to contract signing.

Sent	Nov 2, 2021 11:57:51 AM	It looks like they are sending it to underwriting... What else do we need to do?
Received	Nov 1, 2021 5:41:04 PM	Things*
Received	Nov 1, 2021 5:40:56 PM	I am sorry you are going through this much trouble. We had no idea they changed throngs all of a sudden.
Received	Nov 1, 2021 5:40:27 PM	Just sent you an updated form. The agent I spoke with said that is all I needed to update. If you sign that and send it should be good to go.
Received	Nov 1, 2021 5:38:26 PM	Ahh got it. Very cool. Thanks for sharing that!
Sent	Nov 1, 2021 5:37:25 PM	In Mexico we use 2 last names
Sent	Nov 1, 2021 5:36:53 PM	Yes, that is how my name shows in my driver's license
Received	Nov 1, 2021 5:36:02 PM	So you have Velarde on the loan paper work?
Sent	Nov 1, 2021 5:35:06 PM	Mine is Mariana Velarde Vetere
Sent	Nov 1, 2021 5:34:35 PM	Yes ... Vincent Vetere
Received	Nov 1, 2021 5:28:55 PM	Is your husbands name spelled "Vincent"?
Sent	Nov 1, 2021 4:52:34 PM	Thank you.... I sent the info you sent me and they denied it. So i printed it singed it and resend it today but I am guessing they will deny it
Sent	Nov 1, 2021 4:52:04 PM	That you for talking to then

Sent	Nov 1, 2021 4:51:55 PM	Thank you... I sent the info you sent me and they denied it. So i printed it singed it and resend it today but I am guessing they will deny it
Received	Nov 1, 2021 3:36:42 PM	All I have to change is putting both you and your husband's first name on the quote.
Received	Nov 1, 2021 3:36:13 PM	I just got off the phone with HFS. They need me to update the pricing sheet one more time. They said they completely changed their underwriting process and are more picky about quotes now. I will have that to you by the end of the day!
Sent	Oct 29, 2021 4:53:09 PM	Thank you 😊
Received	Oct 29, 2021 4:27:01 PM	I just emailed you a document you can send to HFS!
Received	Oct 28, 2021 8:28:21 PM	I will send it to you
Sent	Oct 28, 2021 8:27:44 PM	Thank you .. are you sending it directly to them? Or you send it to me for us to send it?
Received	Oct 28, 2021 8:00:33 PM	We will send whatever they need though!
Received	Oct 28, 2021 7:32:25 PM	I just talked to my boss. He just had the same response from HFS. I do have the form he sent and can get this organized for you. He still didn't know what they meant by a signature though.
Sent	Oct 28, 2021 5:48:36 PM	Thank you
Received	Oct 28, 2021 5:47:38 PM	Yes, I have never been asked for a contract by them before a preapproval. I am looking into this!
Sent	Oct 28, 2021 5:47:08 PM	Is with HFS, i think you said you guys have worked with them before
Sent	Oct 28, 2021 5:46:22 PM	So maybe an estimate signed?

Sent	Oct 28, 2021 5:45:56 PM	It literally says "Home Improvement Estimate(s) or Contract(s) - Must have consumers signature "
Received	Oct 28, 2021 5:45:06 PM	So they are saying they need the actual contract?
Received	Oct 28, 2021 5:44:51 PM	They should be able to offer a preapproval before you have to sign on the dotted line?
Sent	Oct 28, 2021 5:43:46 PM	Hi Jake we submitted everything for the loan but they are requesting the "Home Improvement Estimate(s) or Contract(s) - Must have consumers signature " and even do the document has your estimate it doesn't have signatures , I think they need something more that looks like a contract
Received	Oct 25, 2021 7:40:35 PM	Of course!
Sent	Oct 25, 2021 6:35:04 PM	Ok perfect that is awesome! Thank you
Received	Oct 25, 2021 5:10:23 PM	Sorry, that wasn't very clear. According to our measurements you will just need to remove the gate/door. From fence posts to house you have about 7 feet which should accommodate the mini dig.
Sent	Oct 25, 2021 4:11:37 PM	So we do need to take all the fence ? Not just the door
Received	Oct 25, 2021 3:42:09 PM	Good*
Received	Oct 25, 2021 3:42:05 PM	You guys are goof to go with the mini dig. All you will need to do is take down your wooden fence on the left side.
Received	Oct 24, 2021 9:15:33 PM	Loved "There is 2 of them they will be in the house. He will hear them but he won't have issues going in the backyard "
Sent	Oct 24, 2021 9:15:12 PM	There is 2 of them they will be in the house. He will hear them but he won't have issues going in the backyard
Received	Oct 24, 2021 9:05:15 PM	Ok sounds good. He will be able to evaluate the best option for access. I'll let him know about the dog.

Sent	Oct 24, 2021 9:02:40 PM	I won't be home most of the day tomorrow :(but he can stop by and see, we don't not have the doors to the back yard closed he just needs to pull up to open the wood door. Dogs will be loud but it is ok
Received	Oct 24, 2021 8:50:27 PM	I actually just heard from him. I think he actually might try to come tomorrow afternoon. I made sure to tell him to give you a text!
Sent	Oct 24, 2021 8:04:31 PM	That sounds good, just saw the email... Please let your lead designer know to please text me when he is on his way so I can let him know if I am home
Received	Oct 24, 2021 5:19:33 PM	Hey Mariana! I just sent over your new proposal. Also, our lead designer thinks he may be able to make it over to your place Tuesday or Thursday morning. He is still trying to nail down his schedule.
Received	Oct 11, 2021 11:00:06 AM	Great!
Sent	Oct 11, 2021 10:59:43 AM	I sent him the info
Sent	Oct 11, 2021 10:45:05 AM	Thank you
Received	Oct 11, 2021 10:44:47 AM	He just got back to me!
Received	Oct 11, 2021 10:44:29 AM	http://aquamanleakdetection.com/orange-pool-leak-repair/
Sent	Oct 11, 2021 10:20:06 AM	Ok thank you
Received	Oct 11, 2021 10:19:29 AM	Hi! My boss was out of town last week so I am waiting to still hear back on this. I think our construction guys may have some connections they use but I haven't heard back just yet!
Sent	Oct 11, 2021 8:50:16 AM	Quick question, can you refer anyone for pool leak detection? My in-laws pool needs to be checked
Sent	Oct 10, 2021 5:29:38 PM	Thank you

Received	Oct 10, 2021 5:21:55 PM	Just emailed you!
Received	Oct 7, 2021 9:32:20 PM	Loved "That is ok take your time , you let is know :)"
Sent	Oct 7, 2021 9:29:28 PM	That is ok take your time , you let is know :)
Received	Oct 7, 2021 9:20:24 PM	Sorry for the the delay. I am waiting to hear back on this. I am also planning on sitting down with all of your questions over the weekend and will have you something by Monday!
Sent	Oct 7, 2021 12:11:58 PM	Quick question, can you refer anyone for pool leak detection? My in-laws pool needs to be checked
Received	Oct 7, 2021 8:17:37 AM	Copy that!
Sent	Oct 6, 2021 9:02:08 PM	I sent you a second email with more questions that came up after i talked to my father in law
Received	Oct 6, 2021 9:26:53 AM	Thanks, I'll take a look.
Sent	Oct 5, 2021 7:28:43 PM	Thank you
Sent	Oct 5, 2021 7:28:40 PM	As you can expect we are no pool experts so we just want to understand what each thing is.
Sent	Oct 5, 2021 7:28:15 PM	Hi Jake, just sent you an email with a lot of questions
Sent	Oct 3, 2021 7:51:55 PM	Thank you, i will let you know if we have questions
Received	Oct 3, 2021 5:14:48 PM	Just emailed over your proposal! Please let me know if you have any questions.

Sent	Oct 2, 2021 9:51:40 AM	Perfect thank you
Received	Oct 2, 2021 9:51:06 AM	Yep! I will start putting together your design presentation this weekend. It will include pictures, pricing, and product links for you guys to look at.
Sent	Oct 1, 2021 8:30:22 PM	Can you send me the detailed quote to my email?
Received	Oct 1, 2021 7:32:00 PM	No problem! So if we add demo of the existing lanai and put in a new elite roof we could do \$60,000 even.
Sent	Oct 1, 2021 4:24:21 PM	Thank you very much for looking in to it
Sent	Oct 1, 2021 4:24:10 PM	🤔 a roof with the shape of a foot would be strange lol
Received	Oct 1, 2021 4:15:20 PM	Roof* not "foot" lol
Received	Oct 1, 2021 4:15:01 PM	Hey Mariana! I found out we CAN do the demo for you guys. I'm going to sit down tonight/early tomorrow and get you something priced out for demo and replacement with a new elite foot.
Sent	Sep 29, 2021 2:13:15 PM	Thank you
Received	Sep 29, 2021 1:40:35 PM	Thanks! I just got with my supervisor about this.
Sent	Sep 29, 2021 1:26:20 PM	
Sent	Sep 29, 2021 1:26:02 PM	
Sent	Sep 29, 2021 1:08:53 PM	

Sent	Sep 29, 2021 12:33:07 PM	Give me 1 min
Sent	Sep 29, 2021 12:33:02 PM	Ok perfect
Received	Sep 29, 2021 12:32:18 PM	I was just typing out this text! I am in the zoom room whenever you guys are ready
Sent	Sep 29, 2021 12:32:13 PM	I am working until you tell me you are good to go and that is when I will take my break
Sent	Sep 29, 2021 12:31:54 PM	Jake, please let me know when you are ready and we will go in the meeting
Sent	Sep 28, 2021 5:17:59 PM	No worries, we can adapt :)
Received	Sep 28, 2021 5:16:35 PM	Perfect! Thank you so much. I apologize for the the last minute change.
Sent	Sep 28, 2021 5:16:00 PM	That is good .. I should not have any more meeting on the day so I can step away from work whenever you are ready and my husband will be leaving to work at 2 pm, so if you would like just text me when you are free
Received	Sep 28, 2021 5:13:27 PM	I also just sent you the link for zoom.
Received	Sep 28, 2021 5:13:20 PM	Hey Mariana! I hope you guys are doing well. I am looking forward to chatting with you guys tomorrow. I was wondering if we could maybe push to 12:30PM? I have back to back meetings and want to be sure I don't keep you guys waiting. I am scheduled to be free at 12PM so we can certainly start earlier once I am freed up.
Received	Sep 24, 2021 11:29:22 AM	Loved "Ok perfect my email is mariana.ve19@gmail.com if you can send me the invitation for the meeting there "
Sent	Sep 23, 2021 9:16:48 PM	Ok perfect my email is mariana.ve19@gmail.com if you can send me the invitation for the meeting there
Received	Sep 23, 2021 9:00:34 PM	Noon will work!

Sent	Sep 23, 2021 8:58:49 PM	Is noon ok?? He has to leave by 13:30 and even do i work from home, i have a meeting at 10:30 that normally ends at 11:30 the latest but just to be sure noon would be good
Received	Sep 23, 2021 8:42:11 PM	Ok, sounds good!
Sent	Sep 23, 2021 8:41:48 PM	Let me text my husband to work and check what he is working that day
Received	Sep 23, 2021 8:31:39 PM	I am unfortunately pretty booked up this coming Monday. However, I should be free most of the day Wednesday if you happen to have any time available?
Sent	Sep 23, 2021 8:04:47 PM	I am happy to hear you guys are doing good :) having kids can be crazy but full of happiness... You are correct we never had the design presentation, Mondays would be the best day for us since we are both off but also we can make it work some days in the morning since i work from home and my husband 90% of the time works in the afternoon
Received	Sep 23, 2021 7:46:59 PM	Hi Mariana! I hope you guys are doing well! We are loving being parents. It is the absolute best. You are correct that pools are taking some time. I would say if we started the process now that next Summer may still even be a stretch. It has been craazzzy getting materials and getting projects through permitting. However, we are here for it and would love to build your pool! Some things have changed pricing wise since we last spoke. I can't really say either way if it will be higher/the same/ or lower. I would be happy to look at your project and get it priced out. If I remember correctly I don't think we had a design presentation? We could also start by jumping on a zoom call in the next week and have a chat and look at the current design. We can of course make some changes as well!
Sent	Sep 23, 2021 3:24:21 PM	My husband and I are now thinking about having the pool ready for next summer, there is still a lot of time ahead but I know it has been taking pools time to be built... When do you think it will be the best time to reach out to start the process again??
Sent	Sep 23, 2021 3:23:04 PM	Hi Jake, I hope everything is going well and that you and your wife have your wonderful baby in your arms
Received	Mar 26, 2021 6:50:54 PM	Thanks!! You guys have a good one. And definitely reach out when you are ready!
Sent	Mar 26, 2021 11:12:46 AM	I wish you the best on your new journey as a dad and that your wife and baby are super healthy
Sent	Mar 26, 2021 11:12:18 AM	I will, I really appreciate that you have been so nice and helpful
Received	Mar 26, 2021 10:14:56 AM	Ok! You have to do what's best for you and your family. Whenever you are ready I am here to help you. Save my number and reach out whenever you would like!

Sent	Mar 26, 2021 10:02:24 AM	We will need to save more money than we were planning before starting a project like this
Sent	Mar 26, 2021 10:02:00 AM	Jake, I am so sorry for all of the work you have done ... The more that we have been talking about the pool the more we are coming to the conclusion that we are not ready to make the investment for it
Received	Mar 26, 2021 8:58:33 AM	Ok sounds good. See you at 11
Sent	Mar 26, 2021 8:58:18 AM	Yes please
Received	Mar 26, 2021 8:58:07 AM	I can do 11am if that's better
Received	Mar 26, 2021 8:57:54 AM	Hey Mariana! Would rescheduling be easier for you guys?
Sent	Mar 26, 2021 8:56:11 AM	Good morning Jake .. a work meeting came up today at 9:30 so we might be with you, I will text you as soon as we are able to talk to you
Sent	Mar 24, 2021 12:04:43 PM	Perfect thank you
Received	Mar 24, 2021 12:03:57 PM	10 an would work great! I will email you a zoom link!
Sent	Mar 24, 2021 12:03:05 PM	Or 11?
Sent	Mar 24, 2021 12:02:03 PM	Yes that is good, would 10 am work for you?
Received	Mar 24, 2021 11:58:23 AM	Liked "We want to reuse all the pavers we can at my in-law's that is close by or in our front yard"
Received	Mar 24, 2021 11:57:55 AM	I am free until 2pm and then after 3

Received	Mar 24, 2021 11:57:44 AM	So I am just about finished with your project. Would you and your husband have any time Friday to jump on a zoom call so I can talk through it with you?
Sent	Mar 24, 2021 11:11:49 AM	We want to reuse all the pavers we can at my in-law's that is close by or in our front yard
Received	Mar 24, 2021 11:11:32 AM	Ok great!
Sent	Mar 24, 2021 11:11:00 AM	We will take all of those things :)
Received Sent by: Jake Legacy pools	Mar 24, 2021 11:03:25 AM	Same question for what looks like to be a small paver patio here and on the other side of the yard
Sent	Mar 24, 2021 11:01:02 AM	We would remove it, my in-laws would take those pavers
Received	Mar 24, 2021 11:00:06 AM	Question: do you guys plan on removing the small patio/fire pit in the back yard? If not I would need to get the dimensions for that for demo. You would obviously have some savings if you guys clear the back yard. Let me know!
Received	Mar 24, 2021 10:59:09 AM	Loved "Thank you so much, I appreciate it "
Sent	Mar 23, 2021 7:11:21 PM	Thank you so much, I appreciate it
Received	Mar 23, 2021 7:06:10 PM	Haha that is a great assessment of where we are at currently. I will keep the price point in mind. Thanks for the heads up.
Sent	Mar 23, 2021 6:48:51 PM	How exciting but I now it can be hard for her body and she is getting to the point of being ready to just say "come out!" Lol and I know it can be hard for you since you can't really do much but give her some feet massages lol
Sent	Mar 23, 2021 6:47:17 PM	As close to the 50 it would be great, we could go to 60 but my husband is starting to back up looking at quotes of 60 or higher
Received	Mar 23, 2021 6:44:54 PM	My wife is doing great! Could be any day now.

Received	Mar 23, 2021 6:44:32 PM	Hey Mariana! I was actually JUST working on your project. With the pool and screen it will start at 50k. I will be sure to keep costs down as much as I can. Overall what is your max budget?
Sent	Mar 23, 2021 6:19:38 PM	Hi Jake, I hope you are doing well and that your wife is doing good. The last week's of pregnancy can be hard... Following up about the pool, please don't go crazy with features of the pool hahaha we have been getting super high prices. We were guiding ourselves from how much my father in law paid for his pool 10 years ago, we know prices go up but we are getting quotes higher than 50% of what we thought would be. I want you to know we don't want to go super crazy on features
Received	Mar 17, 2021 1:15:40 PM	That makes sense!
Sent	Mar 16, 2021 8:01:15 PM	I think my husband and I will be good with pavers we just want to make sure we know all the pros and cons :)
Received	Mar 16, 2021 7:39:27 PM	The weeds are a possible downside so he is correct in that! We do recommend that the patio gets sealed to help prevent some of that. When looking at the two patio materials we chose what we feel is the "lesser of two evils" when it comes to maintenance. When acrylic starts cracking it will be much more expensive to fix than it will to replace a paver or prevent some weeds. They also provide a nicer look. Now, if acrylic is something you are dead set on I can reach out to my boss and see if he would be willing to do it still. I haven't had anyone ask for it recently so I can't say for certain at this point but I will certainly ask!
Sent	Mar 16, 2021 2:46:38 PM	The other concern is that the screen would not have a place to hold... Which I think I saw there is a edge of cement all around the pavers that is used to hold pavers in place and to have support
Sent	Mar 16, 2021 2:45:19 PM	And that he thinks the dirt/land would start not being straight
Sent	Mar 16, 2021 2:44:06 PM	He keeps saying that the weeds would go thru
Received	Mar 16, 2021 2:43:09 PM	We stopped offering the cement/acrylic just because it isn't as nice of a finish and a lot of times it will begin to cracks. If you have any specific questions about paver I would be happy to try and answer them for you!
Sent	Mar 16, 2021 2:40:16 PM	My father in law keeps saying that he has concerns about pavers but I think is more because he has always have cement
Received	Mar 16, 2021 2:30:30 PM	Our paver option is a nice option though. It is for sure an upgrade from acrylic (which we do not offer)
Received	Mar 16, 2021 2:29:37 PM	Paver is the cheapest option we have, then plank paver, travertine is most expensive.

Received	Mar 16, 2021 2:29:01 PM	Pictures are great!
Sent	Mar 16, 2021 1:42:42 PM	I hope the pictures are good
Sent	Mar 16, 2021 1:42:12 PM	This is the outside front left side
Sent	Mar 16, 2021 1:40:56 PM	The questionnaire also asked how we want the patio to look and I selected pavers, but we don't know the price difference... Would it be possible to know the price for the 3 different ones ?
Sent	Mar 16, 2021 1:38:16 PM	The measurement that it ask of how tall it was to the gauter. I measured from the floor to where the wall ended on the light is and that is 9 feet
Sent	Mar 16, 2021 1:36:37 PM	All of this is closer to the front of the house on the right side (porch side)
Sent	Mar 16, 2021 1:35:59 PM	
Sent	Mar 16, 2021 1:35:22 PM	
Sent	Mar 16, 2021 1:34:36 PM	
Received	Mar 16, 2021 11:34:02 AM	Ha! Sounds good
Sent	Mar 16, 2021 11:33:52 AM	As soon as I am back I will send them
Sent	Mar 16, 2021 11:33:25 AM	Perfect.. I will send the in a few, I needed to bring the kids to run around in the park playground before they went more crazy jajajaja
Received	Mar 16, 2021 11:32:25 AM	Makes sense! All I need is those photos and I can get started!

Sent	Mar 16, 2021 10:41:40 AM	If that makes sense
Sent	Mar 16, 2021 10:41:27 AM	Basically I want space for kids to play or us to lay down to tan lol
Sent	Mar 16, 2021 10:40:42 AM	Yes that is what I am thinking, enough space to walk around but really you would go on the back left only for jumping in the pool or cleaning, we would spend more time in the front closer to the house
Received	Mar 16, 2021 10:31:09 AM	We technically can make it shorter than walking space but having the option to walk around the pool is nice.
Received	Mar 16, 2021 10:29:42 AM	This is great! Thank you. We can tuck that pool in the back left corner and basically leave walking space between the pool and future screen. Is that what you are thinking?
Sent	Mar 16, 2021 10:25:16 AM	In my drawing I left space on the back close to the back fence because I don't know how close I am able to go to the back but would like to use as much space as possible
Sent	Mar 16, 2021 10:22:03 AM	My drawing I did change the dimensions... I would like for the pool to be as close to the back and as close to the left, this will help us to have as much open space in front of the porch and close to the house
Sent	Mar 16, 2021 10:20:31 AM	Survey 2
Sent	Mar 16, 2021 10:17:46 AM	Survey
Sent	Mar 16, 2021 10:17:18 AM	Questionnaire is done <input checked="" type="checkbox"/>
Received	Mar 16, 2021 9:53:03 AM	Thank you for the call Mariana! And thank you in advance for sending over the items below. Here are the photos I need to get started: -Property Survey -Back right & left corners showing the back of your house -Front right & left corners showing your backyard -The side of your house your electric meter & A/C is on -Where we will be accessing the backyard -Photos of pool designs you like/sketches you have done -Photos of your porch that show the work you would like done Here is a link to that questionnaire: https://forms.gle/8VJDHYUYhaLAnoj17 My email is jake@legacypools.com and here is a link to that questionnaire: I will reach back out within a week of receiving the photos, and answers to the survey. Please reach out anytime if you have questions!
Received	Mar 16, 2021 9:31:08 AM	19803553531 Depositing new message Hi, Mariana. This is Jake with legacy pools. Just giving you a call to chat about your pool project. If you could, you can, um, give me a call back at 9803553531 Thank you.. Click here: 14699825001 to listen to full voice message.

Received	Mar 15, 2021 5:26:05 PM	Thank YOU!
Sent	Mar 15, 2021 5:25:35 PM	Perfect, thank you
Received	Mar 15, 2021 5:25:22 PM	9:30AM tomorrow would work great!
Sent	Mar 15, 2021 5:24:35 PM	I am on my way home, I should be there in the next hour or you can call me tomorrow starting at 9 am
Received	Mar 15, 2021 4:27:42 PM	Hey Mariana ! This is Jake from Legacy Pools. I hope you are doing well today! I see you contacted us about being interested in a pool and I wanted to reach out to introduce myself! We have a very simple process to get you a great design with just a few pieces of information. I would love to talk that through with you when you're available on the phone. Or we can start an email thread. Whatever you would prefer! Thank you and I can't wait to hear from you!

Exhibit D

Fill in this information to identify the case:

Debtor 1	Legacy Pools LLC
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court	Middle District of Florida
Case number:	22-03123

FILED
 U.S. Bankruptcy Court
 Middle District of Florida
 9/30/2022
 Sheryl L. Loesch, Clerk

**Official Form 410
 Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Black Mountain Design LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Jake Reynolds, Chelsea Reynolds</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Black Mountain Design LLC	_____
	Name	Name
	1368 Craig Robertson Rd. SE Roanoke, VA 24014	
	Contact phone <u>9803553536</u>	Contact phone _____
Contact email <u>jakereynolds@vt.edu</u>	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p>7. How much is the claim?</p>	<p>\$ <u>35743.52</u></p> <p>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Services performed -- this claim encompasses unpaid designer commission from Legacy Pools.</p>
<p>9. Is all or part of the claim secured?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
<p>10. Is this claim based on a lease?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</p>
<p>11. Is this claim subject to a right of setoff?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check all that apply: Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies \$ _____

* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/30/2022
MM / DD / YYYY

/s/ Jake Reynolds

Signature

Print the name of the person who is completing and signing this claim:

Name Jake Reynolds

First name Middle name Last name

Title _____

Company _____

Address 1368 Craig Robertson Rd SE

Identify the corporate servicer as the company if the authorized agent is a servicer
Number Street
Roanoke, VA 24014

City State ZIP Code

Contact phone 9803553536 Email jakereynolds@vt.edu

Exhibit E

From: Betsy Bleakney <do-not-reply@maildbx.com>
Sent: Tuesday, January 04, 2022 2:41 PM
To: Mariana Vetere
Subject: Let's Get Ready To Dig!!!



Are. You. READY?!?

We sure are!!

Your utility locates have been completed!

A visit to your property is not necessarily required for the utility companies to know if your property is ALL CLEAR. If you did receive a visit and you have spray paint markings around your back yard, we will review them to make sure the marked utilities do not interfere with construction.

With that said, here is the game plan for what's to come. You can expect the next phase (Hello, Ground Breaking!) to begin soon.

Now is the chance to get ahead of the game, get your paperwork in order and get your backyard ready for us to begin!

Here's what we need from you before groundbreaking:

1. Remove any obstructions from the pool site and access area. The more you remove the easier it'll be for everyone!
2. If we need to cross property lines to access your back yard your phase specialist will notify you during the walk through. You can email me for the Permission to Cross Property Lines form. Then please have your neighbor sign and ready for us to pick up or email back.

Click [HERE](#) to get a printer friendly checklist.

We are one step closer to building your Legacy! Yay!!! We will be in touch soon! Have an awesome day and have fun prepping your yard for your new pool!



Powered by DBX: www.ProDBX.com

Exhibit F

Ed Kinberg

From: Phase One <phase1@legacypools.com>
Sent: Wednesday, March 30, 2022 7:27 PM
To: Mariana Velarde
Subject: Re: Vetere Project Update

My pleasure!

Have a great night!

Chad

Legacy Phase 1 Care Team

This message (including all attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete the message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

On Mar 30, 2022, at 7:23 PM, Mariana Velarde <mariana.ve19@gmail.com> wrote:

Thank you Chad, i will wait for your call.

On Wed, Mar 30, 2022, 7:20 PM Phase One <phase1@legacypools.com> wrote:
Hi Mariana!

This is Chad. I'm still out in the field, but I will definitely call you tomorrow to discuss.

Have a great night!

Chad

Legacy Phase 1 Care Team

This message (including all attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete the message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

On Mar 30, 2022, at 7:15 PM, Mariana Velarde <mariana.ve19@gmail.com> wrote:

Hi Sofia,

It is 7 pm and I didn't got a call from Chad.

Geoff or dig crew didnt came to the house either.

We are now on day 5 of the project being on hold.

Last info was that they would come yesterday or today. Do you know any update on this?

Thank you
Mariana Vetere

On Wed, Mar 30, 2022, 11:19 AM Phase One <phase1@legacypools.com> wrote:

Mariana,

I completely agree, It is essential for me to have everything documented. Chad oversees Brevard county phase 1 construction (in field) but he is also my in-house supervisor. With instances to this degree, we work together. Me and Chad are in sync on this and I will know everything I need to know regarding the phone call. Thank you for making the time and lets get this figured out as a team!

Sofia,

Phase 1 Care Team.

Sent from Mail for Windows

From: Mariana Velarde
Sent: Wednesday, March 30, 2022 10:37 AM
To: Phase One
Subject: Re: Vetere Project Update

Thank you Sofia,

It makes sense to have every information backed up with you, so anything i will email you too.

No one has gone to the house yet, not sure who did Geoff had scheduled to come by yesterday and/or today.

Sorry for asking but who is Chad? I am available for a call whenever he is, i am at the office but can step out to talk on the phone

Mariana Vetere

On Wed, Mar 30, 2022, 9:52 AM Phase One <phase1@legacypools.com> wrote:

Mariana,

Thank you for taking the time to keep me in the loop, on your end of the site visit! Chad will be reaching out to you via phone call today. I have provided these notes for him to have during your call.

Thank you!

Sofia,

Phase 1 Care Team.

Sent from Mail for Windows

From: Mariana Velarde
Sent: Tuesday, March 29, 2022 7:36 PM
To: Phase One
Subject: Re: Vetere Project Update

Follow up of what was talked to Geoff.

He agreed that the machinery used was larger than agreed and that fence was not supposed to be taken out.

Items he said he will follow up on:

- damage to neighbors screen will be replaced
- temporary wire fence placed
- he stated that today or tomorrow someone will come out to get dirt off and excess dirt removed (guessing it will be tomorrow since no one came today)
- will follow up with diggers on why bigger machine was used and corrections will be done
- follow up on not parking blocking neighbors
- fence will be placed back up and if there is needed replacement poles or fence legacy will take care of.

Communication on my part will be thru email and not call him but it is possible to text him but for records always email too.

At the moment waiting for follow up to get project back on track

Mariana Vetere

On Mon, Mar 28, 2022, 1:56 PM Mariana Velarde <mariana.ve19@gmail.com> wrote:

Thank you for the update.

We will be home

On Mon, Mar 28, 2022, 1:49 PM Phase One <phase1@legacypools.com> wrote:

Hi Mariana!

Geoff is on his way to your home. He will be able to address the fence and your concerns.

Have a great day!

Legacy Pools – Phase 1 Care Team

From: [Mariana Velarde](mailto:Mariana.Velarde@legacypools.com)
Sent: Monday, March 28, 2022 10:50 AM
To: Phase One
Subject: Re: Vetere Project Update

When can I expect a call from someone?

Digger crew said they would be back Sunday. It is Monday almost 11 am and they are not here.

You have read my email requesting for someone to call me and I have again call Geoff and he didn't answer his call.

Can I please request for a phone call? I will like it to be today and not at the end of the day.

Thank you

Mariana Vetere

On Mon, Mar 28, 2022, 8:06 AM Mariana Velarde <mariana.ve19@gmail.com> wrote:

He was clear saying that no fence was coming down then a day before digging it was postponed due to needed to change plans to put down only 2 panels so i needed to communicate with my neighbors due to this change.

The fence would be put back up 2 days later.

There was clear communication but this was the last time I talked to Geoff, since then he has not answered my calls.

I feel like now i am considered an angry costumer and for that reason, I am being avoided, when all I want is communication, so instead of keeping that open, i am just getting avoided and frustrated.

Mariana Vetere

On Mon, Mar 28, 2022, 7:52 AM Phase One <phase1@legacypools.com> wrote:

Good morning!

We will definitely have someone reach out that can explain your construction process. Typically this is done by Geoff and he may have not been as clear as necessary.

Have a great day!

Legacy Pools – Phase 1 Care Team

From: [Mariana Velarde](#)
Sent: Saturday, March 26, 2022 12:33 PM
To: [Phase One](#)
Subject: Re: Vetere Project Update

This is the reason why I need to talk.

I am attaching images so you can see.

Why was no one from Legacy at my property confirming that the agreed items were followed?

I was told 2 panels of the fence will be take off at the back of the house. As you can see it was the entire fence ñ.

The machine use looks like is bigger than agreed, the tracks went over my neighbors property, which if you said the fence could stay up , it means the machine should have been smaller.

Pavers from my neighbor were took off without notification

My fence is laying now on my neighbors property, you can place things in mine even if it means my front yard or driveway or the other side of the house but they decided to place it in the neighbors property

I was told it would be 1 to 2 days the fence will be down, they worked yesterday and they are not here today, i was told maybe tomorrow they will be here, and hopefully everything would be done by Wednesday.

Your project manager assign to us doesn't answer my calls. Would like open communication and not hiding from your clients.

Would like presence of your company since i am paying YOU.

Would like responsibility taken to the word i was said and because of that I told my neighbor and you made me look like the bad person.

I understand it is a big project but the most important thing to me is honesty, follow thru with the agreed items and open communication.

We are just starting this project, I need a responsible project manager that is available to take my calls and ensures what it was said to me it is being followed, don't know who that person would be but would like that resolved.

I want that fence up as soon as it can be placed back, if it is by your team or by us paying it and deducting it from the bill. It was not agreed upon to remove it.

Would like my neighbors damage to be repaired, again, the fence was going to be up and we only agreed we will touch their property before the door of the fence.

Would also like for my neighbors driveway to not be utilized as parking or for trucks to block them. No notification was given to them and they could not come out of their house. She thought i was not home and didn't told me until later on the day, but it is our project, not the neighbors, we should be asking permission to block their driveway if needed, that is common courtesy.

I should not need to type all of this if someone from Legacy Pools would be monitoring your contractors and verifying items are being done as agreed upon.

I will be waiting for a call from a responsible person that can explain what the next steps will be to resolve the items explained.

Mariana Vetere

On Sat, Mar 26, 2022, 7:42 AM Mariana Velarde <mariana.ve19@gmail.com> wrote:

Would it be possible for someone to call me?

I need clarification of information.

Thank you

Mariana Vetere

On Fri, Mar 25, 2022, 1:40 PM Mariana Velarde
<mariana.ve19@gmail.com> wrote:

Good afternoon,

Can I please get some clarification?

At first i was told no fence will come down, then it changed that some will come down, today as the work is being done all the fence came down.

When the contractors came, they asked of why the fence was up and I explained Geoff stated they will take care of taking of and putting back up what was needed.

They stated they can take off and not back up.

I understand it is a big project but will like honesty and not just last minute change to the things that i am being told.

Can I have an idea of how long will the fence be down? And confirmation that someone will put it back up.

Called Geoff but he has not answered my calls, last i talked to him was the first postponed schedule of the digging

Thank you for your help and keeping the window of communication going

Mariana Vetere

On Thu, Mar 24, 2022, 6:19 PM Phase One
<phase1@legacypools.com> wrote:

Our pleasure!

Have a great night!

Legacy Pools - Phase 1 Care Team

From: Mariana Velarde
Sent: Thursday, March 24, 2022 6:12 PM
To: Phase One
Subject: Re: Vetere Project Update

Thank you very much for the update.

I will be home tomorrow all day

On Thu, Mar 24, 2022, 5:26 PM Phase One
<phase1@legacypools.com> wrote:

Hey Mariana,

I hope you're well today!

Here is a status update for you:

We just received word that your dig will happen tomorrow. The crew will arrive between 6:30am and 9:30am.

Thank you and have a great evening!

Legacy Pools - Phase 1 Care Team



Powered by DBX: www.ProDBX.com

Exhibit G

To: Phase One <phase1@legacypools.com>

This is the reason why I need to talk.
I am attaching images so you can see.

Why was no one from Legacy at my property confirming that the agreed items were followed?
I was told 2 panels of the fence will be take off at the back of the house. As you can see it was the entire fence ñ.
The machine use looks like is bigger than agreed, the tracks went over my neighbors property, which if you said the fence could stay up , it means the machine should have been smaller.
Pavers from my neighbor were took off without notification
My fence is laying now on my neighbors property, you can place things in mine even if it means my front yard or driveway or the other side of the house but they decided to place it in the neighbors property
I was told it would be 1 to 2 days the fence will be down, they worked yesterday and they are not here today, i was told maybe tomorrow they will be here, and hopefully everything would be done by Wednesday.

Your project manager assign to us doesn't answer my calls. Would like open communication and not hiding from your clients.

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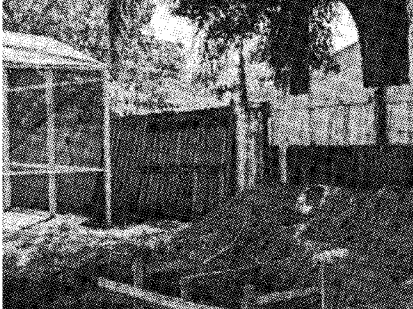
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Legacy Pools - Phase 1 Care Team

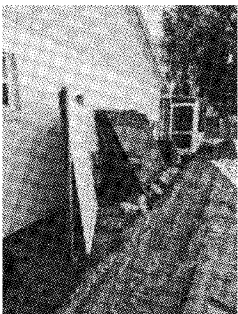
4 attachments



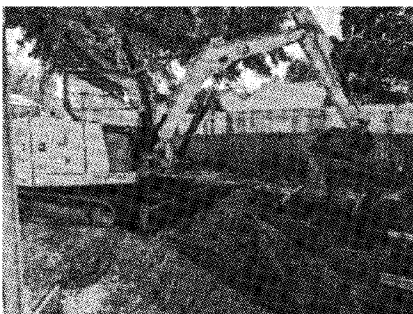
PXL_20220326_152637966.jpg
3188K



PXL_20220326_152755926.jpg
5658K



PXL_20220326_152820644.jpg
4897K



PXL_20220325_144443240.jpg
5856K

Exhibit H

11100

LEGACY POOLS
BUILDING A BETTER FUTURE
727 NORTH DRIVE STE L
MELBOURNE, FL 32934

SUNTRUST
ACH RT 001000104

06/13/2022

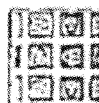
PAY TO THE ORDER OF Kristin Black

\$5,000.00

Five thousand and 00/100

DOLLARS

Kristin Black
4647 Broomsedge Circle
West Melbourne, FL 32904



Kristin Black

MEMO

DATE _____
NAME OF FINANCIAL INSTITUTION _____
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
BECAUSE IT WILL IMPAIR THE INSTRUMENT'S VALUE

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

Kristin Black

D

The security features listed below are used as proof of authenticity for SunTrust checks.

Security Features:

- Security watermark
- Security thread
- Security fibers
- Security color
- Security texture
- Security sound
- Security smell
- Security taste
- Security touch
- Security sight
- Security feel
- Security smell
- Security taste
- Security touch
- Security sight
- Security feel

Exhibit I

Date: Tue, Jul 26, 2022, 8:54 PM
Subject: Re: Notice of Default
To: Legacy Pools Accounting <accounting@legacypools.com>, <geoff@legacypools.com>

Payment has been processed.

items waiting for resolution or answer:

- Reinstallation of fence, damage to neighbors property.
- removal of dirt from the front yard by end of month. Legacy Pools will be responsible for any fines or penalties.
- Below two points are more important to us, but we never got an answer of why the design of the step on the deep end was not followed. Design on the contract is different from what it was done.
- Now that payment is done, I would like a date set for the next process.

**Coping Geoff

Mariana Vetere

On Tue, Jul 26, 2022 at 3:54 PM Legacy Pools Accounting <accounting@legacypools.com> wrote:

Thank you for the email.

This is an active project and we are working within the agreed terms of the agreement. Currently, your project is in default for nonpayment. If it is not received, we will need to place a lien on the property in order to protect Legacy. Per the agreement there was a payment due at tile complete. The issues you are stating will be resolved and are actively being addressed and have no affect on whether a payment is made or not.

Here is a payment link: https://connect.intuit.com/portal/app/CommerceNetwork/view/scs-v1-54e49a544cd949a08d3bc88b5b4d58f10f44bef8c73748a6a65e22a062bea8d35ae5cddc77dd4a179c84df91ae9bc02c?locale=en_US&cta=saveAndCopyLink

Best Regards,

Accounting Department

Legacy Pools

321-775-3621

LegacyPools.com

727 North Drive

Suite L

Melbourne FL 32934

From: Mariana Velarde
Sent: Tuesday, July 26, 2022 1:04 PM
To: Legacy Pools Accounting; Geoff Walder
Subject: Re: Notice of Default

Requesting a call back.

Items needed to be taken care of since in contract states that it will be safe environment of area

- dit removal from my front yard waiting since digging took place. Can't pay you if i will need to pay the county for you not moving this dirt, you have until the end of this month to remove it.
- fence and damage to neighbor's property, from day one Legacy Pools did not comply on not touching my neighbors property and keeping fence up. Been waiting months for resolution , i am giving an option for a solution but i am still waiting for answer.
- how is it that your finance department answers immediately and an issue you have created and not fixed takes months to get an answer and get resolved?

I need Geoff or Chad to call me, how are you expecting me to pay if it hasn't been fixed what it has been requested to be fixed?

Mariana Vetere

On Mon, Jul 25, 2022, 5:58 PM Legacy Pools Accounting <accounting@legacypools.com> wrote:

Legacy Pools LLC
727 North Drive Suite L
Melbourne, Florida 32934

July 25, 2022

Mariana Vetere
7802 Turkey Oak Lane
Kissimmee FL
34747

Re: CONSTRUCTION AGREEMENT
Dated: November 22, 2021

Dear Mariana Vetere,

This is to notify you that you are now in default of your obligations under the above written

PHOTOGRAPH BY: [unreadable]

contract as a result of your failure to make the installment payment for tile complete on 7/20/2022. You have 3 days in which to cure this default. If you do not remedy the default within the allotted time, we will take further action to protect our rights. All of our rights are reserved under this notice.

You may contact us at the above address if you have any questions. Our e-mail address is wecare@legacypools.com.

An official copy has been sent via certified mail.

Legacy Pools
Accounting Department

Exhibit J

A BRIEF HISTORY OF THE DEFENDANTS' POOL CONTRACTING SCHEMES

1. Defendant Chad Black was initiated into criminal contracting enterprising by his parents.
2. Charles Matthew Black, Sr. a/k/a Matthew Black, Sr. a/k/a Charles Black, Sr. and/or Susan Black, (*i.e.* Defendant Chad Black's parents), reside at 5011 Gunpowder Road, Fairfax VA 22030.
3. Defendant Chad Black and his parents are all linked in some way to the following:
 - a. Virginia Gardens and Hardscapes, LLC, a Virginia limited liability company ("VGA");
 - b. Schwartz Industries, LLC, a Virginia limited liability company;
 - c. 1 Element, LLC, a Virginia limited liability company;
 - d. CMS Contractors, LLC, a Virginia limited liability company;

A. VIRGINIA GARDENS AND HARDSCAPES, LLC ("VGA")

4. On September 23, 2008 the Virginia Board for Contractors issued Virginia Gardens & Hardscapes, LLC ("VGA") Class A License Number 2705125159. Defendant Chad Black qualified VGA, and his father Charles Matthew Black, Sr. was listed as a manager. Defendant Kristin Black used various email addresses@virginiahardscapes.com to pressure Virginia homeowners to make payments for work that VGA never followed through on.

I. The Theft of the Saas' Construction Funds

5. In December 2008, VGA entered into a contract with Anton and Salma Saa ("the Saas") for a pool build and landscape renovations.
6. The Saas soon discovered that Chad Black had forged the Clerk's emblem on their permit to avoid paying an engineer, and soon thereafter the fence VGA built fell down.
7. The Saas asked for a refund less reimbursement for the minimal work performed, but Defendant Chad Black refused to give them any of their money back.
8. According to the VBOR's Final Opinion and Order (File No. 2010-02267) Defendant Chad Black and Charles Black, Sr. used VGA to convert the construction funds of homeowners through acts of dishonesty and fraudulent statements. (*See* VBOR File No. 2010-02267).
9. Charles Black, Sr. admitted that both he and Chad Black/Co-Debtor had VGA debit cards and used the Saas' money to:

... buy groceries, Botox for [his] wife, mortgage payments, car payments, and many other personal purchases. (VBOR File No. 2010-02267).

10. Charles Black, Sr. further admitted to transferring the rest of the Saas' money in the amount of \$26,250.00 to Defendant Chad Black's newly formed company, Schwartz. (Transcript in Case No. CL-2009-7832, p. 26 line 6).

II. The Theft of the Bylunds' Construction Funds

11. On June 25, 2010 homeowners Barry and Virginia Bylund obtained a judgment against VGH in the amount of \$54,192.78 in the Circuit Court of Fairfax County, VA.
12. The Bylunds' Final Order states, in part "... the Plaintiffs are entitled to damages...including a factual finding of 'improper or dishonest conduct' within the meaning of VA. CODE ANN. §54.1-1118."

13. The Bylunds had hired VGH to construct a deck, arbor and other exterior improvements, but VGH failed to obtain permits, do the work or refund their money.
14. Defendant Chad Black's father filed bankruptcy, in part, to avoid having to pay the Bylunds' judgment and the Saas on August 2, 2011 and successfully discharged the debts.

B. SCHWARTZ INDUSTRIES, LLC

15. On January 9, 2009 Defendant Chad Black was issued a Class A contractor license (License No. 2705126679) for Schwartz Industries, LLC and immediately withdrew from VGA—leaving VGA an unqualified and therefore unfit entity to perform construction work.
16. On April 19, 2010, after liquidating the Saas' \$26,250.00 for personal purposes, including to purchase fabric for Defendant Kristin Black's hair bow company, Unbowleavable, Defendant Chad Black terminated the entity. (*See* the Transcript in Case No. CL-2009-7832, p. 24, lines 16-22 & p. 25, lines 1-6).
17. On July 30, 2010 the Saas were awarded a substantial money judgment against Charles M. Black, Chad Black and Schwartz Industries, LLC in the Circuit Court for Fairfax County, Virginia. The court found it appropriate, based upon the egregious circumstances, to pierce the corporate veil rather than award a judgment against VGH. As a result, the court found Charles M. Black, Sr. and Chad Black liable, as individuals, in the Final Order of Judgment. The Judgment remains unsatisfied.
18. The Court found: "Charles M. Black has engaged in a course of common law conspiracy with his son, Charles D. Black, with the intent of taking deposits for work which they had no intent of performing, thus converting money held in accounts for VGH to their personal use leaving the company unable to refund money for the work it did not perform." *See* the Summary of the Information Fact-Finding Conference Re: 1 Element, LLC – File No. 2012-01364; 2012-01364.
19. It was established that Defendant Chad Black was the Saas' primary contact with VGH, or in other words, the front man. (VBOR File No. 2012-01364).

C. 1 ELEMENT, LLC

20. On July 26, 2011, Defendant Chad Black obtained a Class A license for a company called 1 Element, LLC, License No. 2705142081 with a specialty in "Swimming Pool Construction."
21. Defendant Chad Black lied on his application to receive the construction license for 1 Element by swearing that no judgments were currently outstanding as to him. When, in addition to the unsatisfied personal judgment due to the Saas, Defendant Chad Black had the following outstanding judgments against him: (1) to RFR, Inc. d/b/a Kartunes; (2) to INOVA Health Care Services; and (3) to Citibank (South Dakota) NA. Despite these debts, Defendant Chad Black certified that: "I have no judgments against me...Especially with regards to contracting." The debt he owed to the Saas regarded Chad Black's theft of the Saas' construction deposit.

III. The Theft of Candace Segna's Construction Funds

22. On July 24, 2012 Candace Segna entered into a construction contract with 1 Element.
23. On March 13, 2013 Candace Segna obtained a Final Judgment in Loudoun County General District Court against 1 Element in the amount of \$11,262.16 for "Contractor Fraud."
24. The State of Virginia, **not Defendant Chad Black**, ultimately satisfied Segna's judgment via the Construction Fund for work that Defendant Chad Black took money for and did not perform.

IV. The Theft of the Prouix's Construction Funds

25. On September 7, 2012 Craig and Brenda Prouix entered into a contract with 1 Element.

26. On January 7, 2014 Craig and Brenda Prouix obtained a Final Judgment against 1 Element in the amount of \$15,182.00. The court ordered judgment against the defendant based on the defendant's breach of contract, its improper and dishonest conduct involving fraud, and its willful violation of the Virginia Consumer Protection Act.
27. The Prouixs were awarded punitive damages in their final judgment.
28. On October 24, 2012 the Virginia Board revoked 1 Element's license, expressly stating:

The outstanding judgments indicate that Chad Black lacks the business skills necessary to operate a licensed contracting business. In addition, the judgment awarded to the Saas was based, in part, on Chad Black's involvement in the fraud committed by VGH. Moreover, Chad Black falsely represented to the Board that he did not have any outstanding judgments. This shows that Chad Black lacks the character necessary to operate a licensed contracting business. See the Summary of the Information Fact-Finding Conference Re: 1 Element, LLC – File No. 2012-01364 attached hereto as Exhibit A.

D. LEGACY POOLS, NC: FELONY -- OBTAINING PROPERTY BY FALSE PRETENSES

V. The Theft of Steven Didonato's Construction Funds

29. Defendant Kristin Black opened a company called Legacy Pools, LLC in North Carolina.
30. In 2016 Defendant Chad Black was charged with a felony for Obtaining Property by False Pretenses in North Carolina.
31. The indictment indicated that:

The Defendant (Defendant Chad Black) agreed to complete a patio for Steven Didonato and took money as if he was going to obtain supplies and materials, and subsequently start work, when in fact there was never any material provided nor work started on the project. *See* Union County, North Carolina Felony file 16CRS52633.

32. Defendant Chad Black made restitution to Mr. Didonato in North Carolina only to avoid doing more jail time.
33. Defendant Kristin Black administratively dissolved the company soon thereafter.

E. CMS CONTRACTORS LLC

34. On August 8, 2011, the VBOR issued a Class A Contractor License (No. 2705142284) to CMS Contractors, LLC, with a specialty in "Swimming Pool Construction." Susan Black was the qualifier. Upon information and belief, the Blacks had hijacked the name of a reputable company called CMS Contracting, LLC in order to find more victims.
35. At least three (3) of those victims obtained judgments against the company. *See* VBOR File Nos. 2017-00165; 2017-03082; 2017-00358; 2017-02676; 2018-01300. The other two files appeared to be related to Susan Black's lies on her application for CMS Contractors, LLC. Susan Black paid for the Florida Pool Scheme to file bankruptcy.

VI. The Theft of the Moores' Construction Funds

36. On July 18, 2016 David and YuYan Moore obtained a final judgment against CMS Contractors. They filed an affidavit which implicated Defendant Chad Black, his father, Charles Black, and

his mother Susan Black, in the fraudulent scheme.

37. Defendant Chad Black's father pressured the Moores to give CMS Contractors more money and made multiple representations that they would start the work—but they never did.
38. At this time, in August 2016, the Moores started to suspect that they were victims of a "scam." They performed a background check on "Mr. Black and CMS." At this time, they discovered the link to VGA and the fact that VGA's license had been revoked.
39. They also learned that no permits had been pulled for their construction project, and that CMS's online status was "permanently closed for business."
40. According to the Moores, Defendant Chad Black told them that he had used their money to pay other bills unrelated to their project, stating that "I have a business to run."
41. The Virginia Board found that the Moores' construction funds had been misappropriated.

VII. The Theft of the Burtons' Construction Funds

42. CMS Contractors was hired by Michael and Danielle Burton to build a deck on June 20, 2016 with a start date of July 25, 2016 and a timeline of 2 to 3 weeks to completion.
43. The Burtons found out that no permit had even been issued for the work and they were informed that their money had already been spent on other bills unrelated to their project, but they were promised that once the *other* job that the Burtons' money went into was completed, they would have the money to start the Burton's project.
44. At this time, the Burtons had already paid more than 75% of their contract price.
45. The Virginia Board's files on this matter reflect the following:

In short, the Regulant accepted more than three quarters of the contract price despite completing no work on the project, and then admitted to converting the Claimant's money for the Regulant's own use.

46. Michael and Danielle Burton obtained a final judgment against CMS Contractors, LLC for "Fraud, misrepresentation, conversion, breach of contract."
47. The Burtons sued CMS Contractors and received their final judgment on January 5, 2017 (Case No. GV16021021-00).
48. The State of Virginia paid their judgment from the recovery fund.

VIII. The Theft of the Hendershots' Construction Funds

49. Thomas Hendershot made a claim against CMS Contractors; Defendant Chad Black (referred to here as "Charles Black") and Charles Matthew Black (referred to here as "Matthew Black") for the theft of his construction funds in 2017 for the same pattern behavior.
50. However, whereas many of the previous homeowners had obtained default judgments, both Defendant Chad Black and his father Charles Black showed up the Mr. Hendershot's court hearing.
51. Mr. Hendershot and his wife and Defendant Chad Black and his father actually participated in a court-appointed mediation for an hour.
52. Defendant Chad Black did most of the talking and made the excuses.
53. Defendant Chad Black had also been working at Mr. Hendershot's property and clearly involved.
54. Defendant Chad Black clearly hadn't done the work and their shell company had kept all the money, so he agreed to pay Mr. Hendershot back. In fact, in the mediated agreement, Chad Black wrote that he took full responsibility for paying Mr. Hendershot back.
55. Mr. Hendershot explained what happened:

... Charles Black, Mathew Black and CMS Contractors were grossly

negligent in [*sic*] only reported on-site periodically and performed minimal work when onsite. After taking our money ... never poured any concrete for the driveway or front-walk...They took money to perform a service for which they did not complete. ... resulted in severe damage to our front yard. ... it was clear they had abandoned the project and stolen our money. ... we filed a lawsuit against Charles Black, Matthew Black and CMS Contractors. (Transcript, pp. 11-12). *See* VBOR File No. 2017-00358).

56. On June 8, 2017 Mr. Hendershot obtained a Final Judgment. The State of Virginia paid the debt, not Defendant Chad Black.
57. On June 20, 2017 the VBOR revoked CMS Contractors' license. *See* VBOR File No. 2017-03082.

Exhibit K

006625

Legacy Pools
Building A Better Future
3682 N Wickham Rd Ste B1 #271
Melbourne, FL 32935
321-775-3621

SunTrust Bank
314 E Eau Gallie Blvd
Indian Harbour Beach FL 32937
63-216/631

11/21/2018

PAY TO THE
ORDER OF

Elevation Church

\$ **20,000.00

DOLLARS

Twenty thousand and 00/100

Elevation Church

MEMO

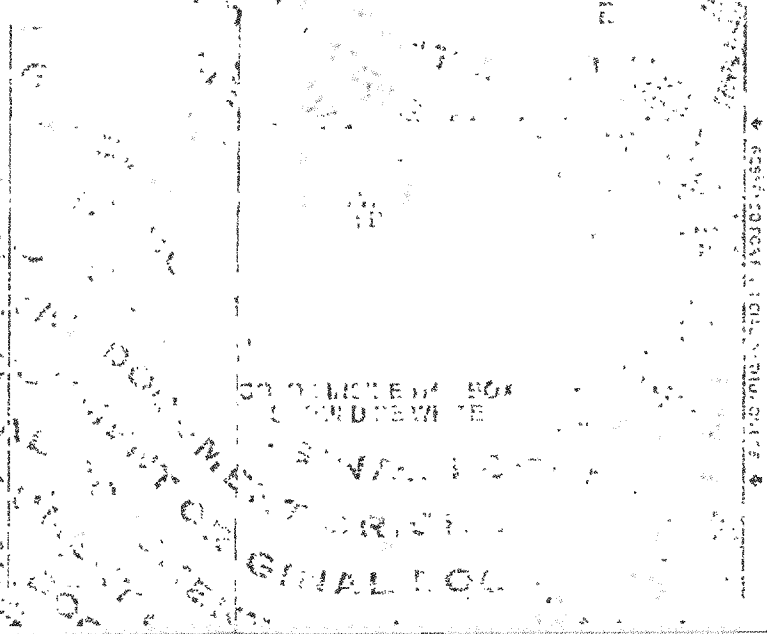
CHAD + KRISTEN BLACK
Waymaker contribution



- Serial, for front was 4 digit only, standard on front of
- Not for for 7 - 8 digit, standard on back, to indicate
- check this number as to turn on the device
- The Security Mark is a form of the mark
- designed to detect data fraud
- The word "MP" was printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- The mark is visible on front and back

Not for use:

- Any of the features listed above are missing or appear altered
- The word "MP" on back looks pink or has disappeared
- Brown stains or colored spots appear on both front and back, and the Chemical Wash O-Touch Box



FOR DEPOSIT ONLY
Elevation Church Melbourne
Regions Bank

11/20/2018

Exhibit L





chad.cooper



Liked by **iamjasmynestevens** and **others**

chad.cooper Always fun traveling with you...where should we go next?

[View all 2 comments](#)

October 24, 2021

Filing 181238500

M VETERE VS CHARLES D BLACK

05-2023-CA-017219-XXXX-XX

12:18

77%

vacation in Legacy Pool

FILTERS POSTS YOU'VE SEEN MOST RECEI

Ashley Pedersen Legacy Pools Homeowners

15h

Kristin Black I was just informed by someone who works for you that you and Chad are on vacation till Wednesday.

And before you lie again.....please prove us wrong and provide proof to your customers that YOU are actually in the office working and doing staff development.

You continue to lie to your customers.....

And before you tell me "you have a finished pool" I don't care.....what you're doing to your customers is absolutely disgusting.

7

28 comments

Legacy Pool (Melbourne FL) Complaints

William J. Hennessey · Feb 21, 2022

The Blacks are on a 2 week Hawaii vacation, must be nice, not a care in the world.

11

21 comments



Stacie D.

KS, KS

0 4

2/6/2023 - Updated review

Negative! This is the most corrupt, incompetent, demeaning bunch of "Christians" you'll ever deal with. Lies. Years of Lies. Over \$120,000 they took from us and Never delivered a finished pool! I can't even begin... just want to say. RUN! Do NOT give them a moment of your time or a penny from your pocket! They'll talk a good game but leave you much worse off then before the dig. Chad and Kristin Black use their friends and church to bully those who wrote truthful reviews. They also have fake reviews and testimonials to try to bump their rating. They're nothing but crooks. Disgusting garbage of a company. I still have pics, videos, voicemails, emails and all, to back this up. There are fb groups as well, if you don't believe the reviews. I'm telling you. They'll take your money, give you absolute grief and still Never finish your pool.

Useful

Funny

Cool

1/13/2022 - Previous review

We dug in Feb 2020, project was still Not completed when we had to relocate and sell the house, in Dec 2021. NO good customer service. I can't say Anything good about this lying, cheating, stealing. No Good company. Do yourself a favor and run. We paid them over \$100,000 and they only did about \$60k in Terrible work. They were going to have to drain our 17x45 pool and Redo the whole interior finish. I just don't have the energy to write out everything wrong about this company and these supposed "Christian's". They're the most despicable group of people I've ever encountered. You will regret it. If you decide to use C. Black and K. Black's pool business. I can't stress that enough. They are true criminals, as Mr Black had been arrested in another state and they've been run out of 2, that I know of. We've sold our house so I quit following and investigating. They aren't worth anymore stress to me. I can't stress how disgusting these Christians are. They have their church folks write good reviews and threaten those who speak out against them. I'm still contemplating a lawsuit, but again, they have already cost me tens of thousands. Oh, and C Black has had Covid more than once and his whole office just recently had Covid, according to C Black. Eye Roll... Funny, they all had Covid, but then pictures and posts about their vacation shows up on their fb page. That's just one of the Every Day Lies! We've been IN that office, hear all the voices we know talking in the back. ask the worthless receptionist to speak with Mr Black and she says he isn't in the office. I can go on and on.

Useful 4

Funny

Cool



Rena M.

San Francisco, CA

@ 0 ★ 2

5/5/2021

They don't even deserve one star! RUN from this company! Do not be fooled by this RIP OFF COMPANY! They sign a contract, your sales person is professional and prompt. That is where it ends.

It was a new company and we took a chance supporting a young family starting their own business. As business owners for years ourselves, we like to support the new comers and get them started. We even gave them a break at first because of the Pandemic (which they blamed everything on) BIG MISTAKE!

It took over two years from signing contract to so called complete. We still have not gone through our "final inspection". No instructions on how to use equipment, contractors would not show up for MONTHS ON END! Multiple repeated phone calls went unanswered. Owner was belittling and rude. Blaming delays on everyone from the Pandemic to God himself and the home owners. They continually lied about completion and made appointments that were not kept.

Multiple supervisors began talking about their church and trying to push religion. Come to find out their church is INSIDE their facility where the pool business is run, that doesn't sound fishy does it? Take your money elsewhere if you don't want to throw money at them and their church for nothing to be accomplished.

They also advertise that if you post pictures of the progress on Facebook they will give you \$500 off. What a JOKE! Our part was complete, but not theirs! They gave us a timeline of paying (i.e. when the hole is dug you owe a certain amount, when concrete is shot you owe this amount, etc) When each of the steps were completed (after waiting months on end) the secretary would ring our doorbell the VERY SAME DAY THE WORK WAS COMPLETED wanting a check for the funds due! We would gladly pay them, but it seemed like they were desperate for EVERY PENNY!

We finally contracted someone else to finish the job and teach us how to use the electronic/digital components and upgrade from their inferior product.

👍 Useful 5

😄 Funny

👌 Cool

Exhibit M

Record Locator: DZUGDD

* H I S T O R I C A L T I C K E T *

VIRTUAL COUPON RECORD

TKT-0012402623762 ISSUED-20SEP21 CTY-XTMWB STA-45107392
AGNT-XTMEA9 PNR- PURGED/10OCT21 CTRY-US
CRS -AA XTM

NAME-COOPER/CHAD

TTL NBR OF CPNS- 4

CPN	A/L	FLT	CLS	DATE	BRDOFF	TIME	PNR	BAG	STATUS
1	AA	1719	T	04OCT21	MCOPHL	255P	OK	1PC	USED
					F/B-T30MUO/AVH00				
					FF NBR-AA 83VJ7A0 GLD/RBY				
2X	AA	758	T	04OCT21	PHLATH	740P	OK	1PC	USED
					F/B-T30MUO/AVH00				
					FF NBR-AA 83VJ7A0 GLD/RBY				
3O	AA	161	Y	10OCT21	ATHORD	950A	OK	1PC	USED
					F/B-Y0570XNA/AV				
					FF NBR-AA 83VJ7A0 GLD/RBY				
4X	AA	2529	Y	10OCT21	ORDMCO	510P	OK	1PC	USED
					F/B-Y0570XNA/AV				
					FF NBR-AA 83VJ7A0 GLD/RBY				

¥

MD<<

FARE CALC ORL AA X/PHL AA ATH0.00T30MUO/AVH00 AA X/CHI AA ORL ¥
0.00Y0570XNA/AV USD0.00END XT5.90WQ14.10GR5.99YC7.
00XY3.96XA

FCMI-1 TICKETED PSGR TYPE-ADT PRICED PSGR TYPE-FFY FCPI-7

BASE FARE	USD	0.00		
TFC TOTAL	USD	66.95	XT TTL USD	36.95
TICKET TOTAL	USD	66.95		
FEE TOTAL	USD	0.00		
GRAND TOTAL	USD	66.95		

TAXES/FEES/CARRIER-IMPOSED CHARGES-TFC

USD	11.20	AY	USD	18.80	WP
USD	3.96	XA	USD	5.99	YC
USD	7.00	XY	USD	5.90	WQ
USD	14.10	GR			

USD 66.95

ENDORSEMENTS/RESTRICTIONS-

FEE ON CHG/VALID ON AA/NO CHG/REINSTATE WITH FEE ¥
TOUR CODE- ¥

Record Locator: DZUGDD

* H I S T O R I C A L T I C K E T *

VIRTUAL COUPON RECORD

TKT-0012402623763 ISSUED-20SEP21 CTY-XTMWB STA-45107392
AGNT-XTMEA9 PNR- PURGED/10OCT21 CTRY-US
CRS -AA XTM

NAME-COOPER/JENNIFER

TTL NBR OF CPNS- 4

CPN A/L FLT CLS DATE BRDOFF TIME PNR BAG STATUS
1 AA 1719 T 04OCT21 MCOPHL 255P OK 1PC USED
F/B-T30MUO/AVH00

FF NBR-AA 57HL8B6

2X AA 758 T 04OCT21 PHLATH 740P OK 1PC USED
F/B-T30MUO/AVH00

FF NBR-AA 57HL8B6

3O AA 161 Y 10OCT21 ATHORD 950A OK 1PC USED
F/B-Y0570XNA/AV

FF NBR-AA 57HL8B6

4X AA 2529 Y 10OCT21 ORDMCO 510P OK 1PC USED
F/B-Y0570XNA/AV

FF NBR-AA 57HL8B6

¥

MD<<

FARE CALC ORL AA X/PHL AA ATH0.00T30MUO/AVH00 AA X/CHI AA ORL ¥
0.00Y0570XNA/AV USD0.00END XT5.90WQ14.10GR5.99YC7.
00XY3.96XA

FCMI-1 TICKETED PSGR TYPE-ADT PRICED PSGR TYPE-FFY FCPI-7

BASE FARE USD 0.00
TFC TOTAL USD 66.95 XT TTL USD 36.95
TICKET TOTAL USD 66.95
FEE TOTAL USD 0.00
GRAND TOTAL USD 66.95

TAXES/FEES/CARRIER-IMPOSED CHARGES-TFC

USD 11.20 AY USD 18.80 WP
USD 3.96 XA USD 5.99 YC
USD 7.00 XY USD 5.90 WQ
USD 14.10 GR

FO

USD 66.95
APP CODE-03342Z TYPE-Y ACCB-Y

CERT-

ENDOR ICTIONS-

FEE ON CHG/VALID ON AA/NO CHG/REINSTATE WITH FEE ¥

MD<<

TOUR CODE- ¥

Exhibit N



Orman, Cheyenne <paralegal@stewartlawcs.com>

Chad and Kristen Black/Anton Saa

raye.elliott@akerman.com <raye.elliott@akerman.com>
To: paralegal@stewartlawcs.com

Thu, Jul 27, 2023 at 5:38 PM

These are all payments to Chad Cooper and Jennifer Cooper to their Bank of America accounts from Legacy Pools' Truist Bank account. Each of these transactions appears on Legacy's Truist Bank statements. I'm guessing maybe the Coopers were paying for products from Florida Pool Products and Legacy was paying the Coopers for the products (although I know Cooper has denied that in an affidavit). But we will likely send a demand letter to the Coopers for all payments made to them by Legacy Pools.

[Quoted text hidden]

Exhibit O

Client View

Kristin Black

User ID:
 Email: kristin@legacypro

[User Page](#)
[Logout](#)

Orders:

Count of completed orders: 7
 Count of RMAs: 0
 Net count of orders: 7

Sum of order totals: \$2,448.36
 Sum of all RMA totals: \$0.00
 Net sum of order totals: \$2,448.36
 Count of RMAs created after 30 days: 0
 Count of RMAs on final sale items: 0

Return Abuser:

No Security Tag: None
 Returned after 30 days: None
 Returned Final Sale Items: None
 Frequent Abuser: No

Sift Fraud:

Payment Abuse Score: 0
 Latest Payment Abuse Decision: N/A

Consignment:

Consignor ID:
 Commission Rate: 70%
 Commission Rule: 55-60-70-Rule

Withdrawal Method: direct-deposit
 Total Commission Paid to Date: \$17,948.18
 Total # of Consignments: 5
 Total # of Consignment Items: 114
 Total Value of Consignments: \$26,559.25
 Total # of Items Returned: 21
 Return Preference: Return to Consigner

Payment Address: 4647 BROOMSEDGE CIR, WEST MELBOURNE, Florida 32904-8228, United States
 Consignor Address: 2810 BRANDYWINE LN, MELBOURNE, FL 32904-9003, United States

Orders	Returns	Consignments	Consignor Returns	Get Paid Now			
Order #	Date	Order Status	Payment Status	Fraud Status	Ship Status	Total	Tracking #
R44279058	10 Sep 2022	Complete	Paid	Check	Shipped	\$265.34	1ZV359020321700267
R524200437	03 Sep 2022	Complete	Paid	Check	Shipped	\$129.96	1Z8AY8710397410269
R753871535	08 Mar 2022	Complete	Paid	Check	Shipped	\$1,172.58	1ZY494449399224078
R186902699	09 Feb 2022	Complete	Paid	Check	Shipped	\$313.46	1Z8AY871030158960
R842490712	09 Feb 2022	Complete	Paid	Check	Shipped	\$180.78	1Z8AY8710304291622
R44130035	09 Feb 2022	Complete	Paid	Check	Shipped	\$95.18	1Z8AY8710300406367

Client View

Kristin Black

User ID:
Email: kristinblackip

[View Page](#)
[View](#)

Orders:

Count of completed orders: 7
Count of RMAs: 0
Net count of orders: 7

Sum of order totals: \$2,448.36
Sum of all RMA totals: \$0.00
Net sum of order totals: \$2,448.36
Count of RMAs created after 30 days: 0
Count of RMAs on final sale items: 0

Return Abuser:

No Security Tag: None
Returned after 30 days: None
Returned Final Sale Items: None
Frequent Abuser: No

Sift Fraud:

Payment Abuse Score: 0
Latest Payment Abuse Decision: NA

Consignment:

Consignor ID:
Commission Rate: 70%
Commission Rule: 55-60-70-rule
Withdrawal Method: direct-deposit
Total Commission Paid to Date: \$17,948.18
Total # of Consignments: 6
Total # of Consignment Items: 114
Total Value of Consignments: \$26,559.25
Total # of Items Returned: 21
Return Preference: Return to Consignor

[View Report](#)
[View Commissions](#)
[Consignor Auth. Statement](#)
[Consignor Adjustments](#)

Payment Address: 4547 BROOMSEDGE CIR, WEST MELBOURNE, Florida 32904-8228, United States
Consignor Address: 2810 BRANDYWINE LN, MELBOURNE, FL 32904-9003, United States

Order #	Date	Order Status	Payment Status	Fraud Status	Ship Status	Total	Tracking #
R3427385	10 Sep 2022	Complete	Paid	Check	Shipped	\$265.31	1Z15396220121700257
R324005427	03 Sep 2022	Complete	Paid	Check	Shipped	\$129.98	1Z8A16719387410384
R218871435	08 Mar 2022	Complete	Paid	Check	Shipped	\$1,172.68	1Z1431440399274073
R160902095	09 Feb 2022	Complete	Paid	Check	Shipped	\$313.40	1Z8A167193841158289
R313444042	06 Feb 2022	Complete	Paid	Check	Shipped	\$160.78	1Z8A167193843281622
R444397439	09 Feb 2022	Complete	Paid	Check	Shipped	\$95.18	1Z8A16719384496561
R118554159	27 Jun 2021	Complete	Paid	Check	Shipped	\$290.89	1Z15396220121700257

Issued	State	Item ID & Description	List Price	Commission Rate	Offer Amount	Payment Method
--------	-------	-----------------------	------------	-----------------	--------------	----------------

Payment Address: 4617 BROOKSIDE CIR WEST MELBOURNE, Florida 32904-5228, United States
 Consignor Address: 2810 BRANDYWINE LN MELBOURNE, FL 32904-5003, United States

Items	Status	Committed ID	Luxury Manager	Received Date	Channel	TRR Internal Parcel Tracking	Address
040	Created	0901505	Brianny Ramos	-	Direct	No TRR internal parcel tracking events	2810 BRANDYWINE LN MELBOURNE, FL 32904 US
040	Created	0451652	Brianny Ramos	-	Direct	No TRR internal parcel tracking events	2810 BRANDYWINE LN MELBOURNE, FL 32904 US
040	Created	2116622	Brianny Ramos	-	Direct	No TRR internal parcel tracking events	2810 BRANDYWINE LN MELBOURNE, FL 32904 US
040	Created	2816170	Brianny Ramos	-	Direct	No TRR internal parcel tracking events	2810 BRANDYWINE LN MELBOURNE, FL 32904 US
040	Created	2465487	Brianny Ramos	-	Direct	No TRR internal parcel tracking events	2810 BRANDYWINE LN MELBOURNE, FL 32904 US
114114	Closed	0031028	Ariana Kaim	06/19/2022 - Secaucus	Direct	No TRR internal parcel tracking events	4617 BROOKSIDE CIR WEST MELBOURNE, FL 32904-5228 US

Cancel Details Commitments Commissions Refunds Get Paid Now

Exhibit P



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

Glenn A. Youngkin
Governor

G. Bryan Slater
Secretary of Labor

Demetrios J. Melis
Director

COPIES OF DOCUMENTS

DATE: 02-14-2023
LICENSE #: 2705142081
NAME: 1 ELEMENT LLC
FILE#: 2012-01364
DOCUMENT DESCRIPTION: FINAL OPINION AND ORDER

I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTION 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND AS CUSTODIAN OF THE ATTACHED RECORDS FOR THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION, FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THESE DOCUMENTS AS TRUE COPIES OF THE ORIGINAL DOCUMENTS IN THE DEPARTMENT.

 Digitally signed by Mary T. Charity
Date: 2023.02.14 17:05:01 -05'00'

Mary T. Charity
Licensing Supervisor
Board for Contractors

I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTION 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND THE PERSON TO WHOM THE CUSTODIAN REPORTS FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THESE DOCUMENTS AS TRUE COPIES OF THE ORIGINAL DOCUMENTS IN THE DEPARTMENT.

 Digitally signed by Marjorie King
Date: 2023.02.14 19:22:59 -05'00'

Marjorie M. King
Executive Director
Board for Contractors



IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS

Re: 1 Element LLC
Ashburn, VA 20147

File Number: 2012-01364
License Number: 2705142081

FINAL OPINION AND ORDER

On October 2, 2012, the Summary of the Informal Fact-Finding Conference ("the Summary") and notification of the Board for Contractors ("the Board") October 23, 2012 meeting was mailed, via United Parcel Service ("UPS"), to 1 Element LLC ("1 Element LLC") at the address of record. The mail was delivered.

On October 23, 2012, the Board met and reviewed the record, which consisted of the investigative file, the transcript, and exhibits from the Informal Fact-Finding Conference ("IFF"), and the Summary. 1 Element LLC did not appear at the Board meeting in person or by counsel or by any other qualified representative.

The Board adopts the Report of Findings, which contains the facts regarding the regulatory and/or statutory issues in this matter, and adopts the Summary. The Report of Findings and Summary are incorporated as part of this Order.

The Board finds substantial evidence that 1 Element LLC violated the following sections of its Regulations:

(Effective February 1, 2006)
Count 1: 18 VAC 50-22-260 B 2.



The Board imposes the following monetary penalties:

Count 1: 18 VAC 50-22-260 B 2:	\$ 1,000.00
TOTAL	<u>\$ 1,000.00</u>

The Board also imposes the following sanctions:

Revocation of the license for violation of Count 1.

THE TOTAL MONETARY PENALTY ASSESSED HEREIN SHALL BE PAID WITHIN NINETY (90) DAYS FROM THE DATE OF ENTRY OF THIS FINAL ORDER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN NINETY (90) DAYS OF THE DATE OF ENTRY OF THIS FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF YOUR LICENSE (LICENSE NO. 2705142081) UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

FAILURE TO COMPLY WITH ANY OTHER TERMS WITHIN THE STATED TIMEFRAMES FROM THE DATE OF ENTRY OF THIS FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF YOUR LICENSE (LICENSE NO. 2705142081) UNTIL SUCH TIME AS COMPLIANCE IS OBTAINED. 1 ELEMENT LLC UNDERSTANDS THE RIGHT TO HAVE THIS AUTOMATIC SUSPENSION CONSIDERED IN AN INFORMAL CONFERENCE PURSUANT TO THE ADMINISTRATIVE PROCESS ACT §§ 2.2-4019 AND 2.2-4021 OF THE 1950 CODE OF VIRGINIA, AS AMENDED.

AS PROVIDED BY RULE 2A.2 OF THE SUPREME COURT OF VIRGINIA, YOU HAVE THIRTY (30) DAYS FROM THE DATE OF SERVICE (I.E. THE DATE YOU ACTUALLY RECEIVED THIS DECISION OR THE DATE THE DECISION WAS MAILED TO YOU, WHICHEVER OCCURRED FIRST) WITHIN WHICH TO APPEAL THIS DECISION BY FILING A NOTICE OF APPEAL, SIGNED BY EITHER YOU OR YOUR COUNSEL, WITH GORDON N. DIXON, SECRETARY OF THE BOARD FOR CONTRACTORS. IN THE EVENT THAT THE DECISION WAS SERVED ON YOU BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE THIRTY (30) DAY PERIOD.

IF A PETITION FOR APPEAL IS FILED WITH THE CLERK OF THE CIRCUIT COURT, AS PROVIDED BY RULE 2A.4 OF THE SUPREME



COURT OF VIRGINIA, THEN THE AUTOMATIC SUSPENSION OF YOUR LICENSE FOR FAILURE TO PAY THE TOTAL ASSESSED MONETARY PENALTY WILL BE STAYED PROVIDED THE FOLLOWING INFORMATION IS RECEIVED BY GORDON N. DIXON, SECRETARY OF THE BOARD FOR CONTRACTORS:

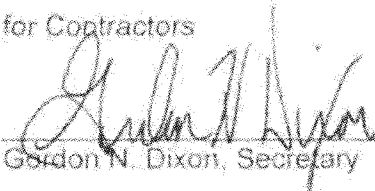
1. A SIGNED COPY OF THE NOTICE OF APPEAL; AND
2. A COPY OF THE SURETY AGREEMENT OR A COPY OF THE RECEIPT FROM THE CLERK OF THE CIRCUIT COURT WHERE THE APPEAL HAS BEEN FILED INDICATING THAT A BOND HAS BEEN POSTED OR CASH PAID INTO THE COURT IN THE AMOUNT OF THE TOTAL MONETARY PENALTY ASSESSED IN THE FINAL ORDER.

SO ORDERED:

Entered this 23rd day of October, 2012.

Board for Contractors

BY:


Gordon N. Dixon, Secretary



IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS

Re: 1 Element, LLC

File Number: 2012-01364
License Number: 2705142081

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On August 15, 2012, the Notice of Informal Fact-Finding Conference ("Notice") was sent by United Parcel Service to 1 Element, LLC ("Element") at the address of record. The Notice included the Report of Findings, which contained the facts regarding the regulatory and/or statutory issues in this matter. The Notice was delivered.

On September 11, 2012, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Anton Saa ("A. Saa"), Complainant; Joseph Haughwout and Linda Rhodenhiser, Staff Members; and Michael Gelardi, Presiding Board Member. Neither Element, Respondent, nor anyone on its behalf appeared at the IFF.

RECOMMENDATION

Based upon the evidence in the record, the following is recommended regarding the Counts as outlined in the Report of Findings:

On September 23, 2008, Virginia Garden & Hardscapes, LLC ("VGH"), was issued a Class A contractor license (number 2705125159). Charles M. Black was a member of Responsible Management and a Qualified Individual. Charles D. Black ("Chad Black") was also a member of Responsible Management, Qualified Individual, and Designated Employee. Charles M. Black is the father of Chad Black.

On December 8, 2008, VGH entered into a written contract, in the amount of \$52,500.00, with Anton and Salma Saa ("the Saas"), to construct a brick paver patio, a pool, and a fence at the subject property located in Chantilly, Virginia.

On January 9, 2009, Schwartz Industries, LLC ("Schwartz"), was issued a Class A contractor license (number 2705126679). Chad Black was responsible Management, Qualified Individual and Designated Employee. On April 19, 2010, the Schwartz license was terminated.

On July 26, 2011, Element, was issued a Class A contractor license (number 2705142081). Chad Black is the Designated Employee, Qualified Individual and Responsible Management for Element.

Count 1: Board Regulation

On February 25, 2009, in the District Court for Loudoun County, Virginia, RFR, Inc. d/b/a Kartunes was awarded a \$4,894.00, default judgment against Chad Black. This judgment was satisfied on February 6, 2012.

On July 28, 2009, General District Court for Fairfax, Virginia, INOVA Health Care Services was awarded a \$673.22, judgment against Chad Black. Chad Black told the Board's investigator that on January 30, 2012, Chad Black mailed a check to INOVA Health Care.

On December 18, 2009, in the Circuit Court for the County of Fairfax, Virginia, Citibank (South Dakota) NA, was awarded a \$49,026.23 judgment against Charles Black.

On July 30, 2010, in the Circuit Court for Fairfax County, Virginia, the Saas were awarded a \$37,000.00 judgment against Charles M. Black, Chad Black, and Schwartz. The court found it appropriate, based upon the egregious circumstances, to pierce the corporate veil rather than award a judgment against VGH. As a result, the court found Charles M. Black and Chad Black liable, as individuals, in the Final Order of Judgment.¹ (Exh. C-3) The judgment remains unsatisfied.

During the IFF, A. Saa said that Chad Black was his contact with VGH. A. Saa never had contact with the father, Charles M. Black. VGH only installed a fence (incorrectly) and never returned to the job afterwards.

Element applied for its Class A license in July 2011, after the judgments listed above were obtained. The application listed Chad Black as the firm's Responsible Management, Qualified Individual, and Designated Employee. On the application, Chad Black responded in the negative to questions regarding outstanding or past due debts/judgments on the part of Responsible Management. Subsequently, Element was issued its Class A license.

On March 6, 2012, Chad Black filed a Motion to Set Aside the Judgment awarded to the Saas, in the Circuit Court of Fairfax County, Virginia. Chad Black did not meet filing requirements, and as a result, the Court closed the case.

Element's action is a violation of Board Regulation 18 VAC 50-22-260.B.2.

¹ The Court found: "Charles M. Black has engaged in a course of common law conspiracy with his son, Charles D. Black, with the intent of taking deposits for work which they had no intent of performing, thus converting money held in accounts for Virginia Gardens & Hardscapes, LLC to their personal use leaving the company unable to refund money for the work it did not perform."

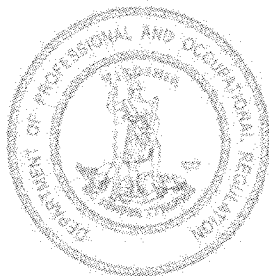
The facts clearly show Element furnished substantially inaccurate information to the Board in obtaining its license. The Board requires disclosure of financial information, such as outstanding debts or past bankruptcies, in order to protect the public by ensuring the applicant possesses the minimum character and business skills to engage in the profession. Disclosing this information is not an absolute bar to obtaining a license, but the Board is obligated to carefully review this information and consider the public welfare before deciding to issue a license. By not disclosing Chad Black's outstanding judgments, the Board was denied the opportunity to evaluate Element's application in the full light of the facts. The outstanding judgments indicate that Chad Black lacks the business skills necessary to operate a licensed contracting business.

In addition, the judgment awarded to the Saas was based, in part, on Chad Black's involvement in the fraud committed by VGH. Moreover, Chad Black falsely represented to the Board that he did not have any outstanding judgments. This shows that Chad Black lacks the character necessary to operate a licensed contracting business. Therefore, I recommend a monetary penalty of \$1,000.00 and license revocation be imposed.

By: Michael Gelardi
Michael Gelardi
Presiding Board Member

Board for Contractors

Date: October 2, 2012



VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
COMPLIANCE & INVESTIGATIONS DIVISION
9960 MAYLAND DRIVE, SUITE 400
RICHMOND, VA 23233-1463

REPORT OF FINDINGS

BOARD: Board for Contractors
DATE: March 14, 2012 (Revised April 10, 2012 – Michael W. Leedom,
Intake Analyst and June 19, 2012 – Rose Durbin,
Investigations Supervisor; and August 14, 2012)

FILE NUMBER: 2012-01364
RESPONDENT: 1 Element, LLC
LICENSE NUMBER: 2705142081
EXPIRATION: July 31, 2013

SUBMITTED BY: Investigator Anna Badgley
APPROVED BY: Investigations Supervisor Janet Creamer

COMMENTS:

None.

1 Element, LLC ("Element") was at all times material to this matter a licensed Class A contractor in Virginia (No. 2705142081).

Based on the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or Board's regulation(s):

BACKGROUND:

On November 3, 2011, the Compliance & Investigations Division of the Department of Professional and Occupational Regulation received a written complaint from Anton and Saima Saa ("the Saas") regarding Element. (Exh. C-1)

On September 23, 2008, Virginia Garden & Hardscapes, LLC ("VGH"), was issued a Class A contractor license (number 2705125159). Charles M. Black was a member of Responsible Management and a Qualified Individual. Charles D. Black ("Chad Black") was also a member of Responsible Management, Qualified Individual and Designated Employee. (Exh. 1-2)

On January 9, 2009, Schwartz Industries, LLC ("Schwartz"), was issued a Class A contractor license (number 2705126679). Chad Black was Responsible Management, Qualified Individual and Designated Employee. On April 19, 2010, the Schwartz license was terminated. (Exh. I-3)

On July 26, 2011, Element, was issued a Class A contractor license (number 2705142081). Chad Black was the Designated Employee, Qualified Individual and Responsible Management for Element. (Exh. I-1)

1. Board Regulation

18 VAC 50-22-260. Filing of charges; prohibited acts.

B. The following are prohibited acts:

2. Furnishing substantially inaccurate or incomplete information to the board in obtaining, renewing, reinstating, or maintaining a license.

Historical Notes:

Derived from VR220-01-2:1 §5.7, eff. March 31, 1995; amended, Virginia Register Volume 17, Issue 21, eff. September 1, 2001; Volume 22, Issue 8, eff. February 1, 2006.

Print Date: April 1, 2010

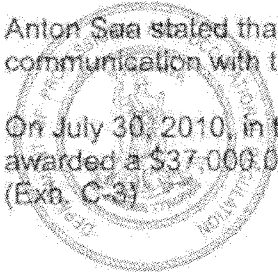
FACTS:

On December 8, 2008, VGH entered into a written contract, in the amount of \$52,500.00, with the Saas, to construct a brick paver patio, a pool, and a fence at 5009 Selby Bay Court, Chantilly, Virginia 20151 ("subject property"). (Exh. C-2)

On April 9, 2009, Anton Saa advised VGH that as no work had been completed within the previous thirty days, it was apparent that VGH was unable to complete the work specified in the contract. Anton Saa further advised that he wanted to terminate the contract and requested that VGH refund all deposits paid, less any work VGH performed at the subject property. (Exh. I-4)

Anton Saa stated that VGH failed to respond to his refund request and stopped all communication with the Saas. (Exh. I-4)

On July 30, 2010, in the Circuit Court for Fairfax County, Virginia, the Saas were awarded a \$37,000.00 judgment against Charles M. Black, Chad Black, and Schwartz. (Exh. C-3)



On October 19, 2010, the Saas were awarded \$20,000.00 from the Board for Contractors ("the Board") Transaction Recovery Fund for file # 2010-02267 as VGH failed to satisfy the judgment awarded to the Saas on July 30, 2010. (Exh. I-5)

On November 11, 2010, VGH's license was revoked by the Board for Contractors for payment from the Board for Contractors Transaction Recovery Fund pursuant to File #2010-02267. (Exh. I-2)

The complaint alleged Chad Black failed to satisfy the judgment awarded to the Saas on July 30, 2010. (Exh. C-1 and C-3)

On March 6, 2012, Chad Black filed a Motion to Set Aside the Judgment awarded to the Saas. (Exh. R-3 and I-13)

On June 14, 2012, a Motions Docket Clerk for Fairfax Circuit Court advised that neither Chad Black nor his attorney met filing requirements for the case. As a result, the Court closed the case. (Exh. I-16)

On February 25, 2009, in the District Court for Loudoun County, Virginia, RFR, Inc. d/b/a Kartunes was awarded a \$4,894.00, default judgment against Chad Black. This judgment was satisfied on February 6, 2012. (Exh. R-2 and I-6)

On July 28, 2009, General District Court for Fairfax, Virginia, INOVA Health Care Services was awarded a \$673.22, judgment against Chad Black. (Exh. I-7)

On December 18, 2009, in the Circuit Court for the County of Fairfax, Virginia, Citibank (South Dakota) NA, was awarded a \$49,026.23 judgment against Charles Black. (Exh. I-17)

On July 26, 2011, the Board received an application from Element, a Limited Liability Company, for licensure as a Class A contractor. Chad Black was listed on the application as Responsible Management, Qualified Individual, and Designated Employee. (Exh. I-8)

On the license application, Chad Black, on behalf of Element, answered "NO" to the following question:

18. During the past five years, has your Business, Designated Employee, Qualified Individual(s) or responsible Management had any outstanding/past-due debts; judgments; outstanding tax obligations; defaults on bonds; or pending/past bankruptcies? (Exh. I-8)

Chad Black affirmed his statement and answers as true and his signature was certified on the license application. (Exh. I-8)

Chad Black, on behalf of Element, signed the application certifying:

"...that the foregoing statements and answers are true, and I have not suppressed any information that might affect the Board's decision to approve this application. I certify that I will notify the Department if the business, the designated employee, the qualified individual(s), or any member of responsible management are subject to any disciplinary action; judgments or past due debts; or convicted of any felony or misdemeanor charges (in any jurisdiction) prior to the receipt of the requested license. I certify that I am a member of responsible management as defined in 18 VAC 50-22-10 of the Board for Contractors regulations and am authorized to bind the applicant to contracts and other legal obligations. I also certify that I understand, and have complied with, all the laws of Virginia related to contractor licensure under the provisions of Title 54.1, Chapter 11 of the Code of Virginia, and the Board for Contractors Regulations." (Exh. I-8)

On July 26, 2011, Element was issued a Class A contractor license (number 2705142081). (Exh. I-1)

In a written response dated November 28, 2011, Chad Black, Responsible Management for Element, indicated "I have no judgments against me... Especially with regards to contracting." (Exh. R-1)

Element failed to disclose on its application the judgments against Chad Black in favor of:

- the Saas;
- RFR, Inc., d/b/a/ Kartunes;
- INOVA Health Care Services;
- and, Citibank (South Dakota) NA.

All of the judgments were unsatisfied at the time of application.



Exhibit Q

State of Florida
 Department of Business and Professional Regulation
 Construction Industry Licensing Board
 Application for Certified Residential Pool Contractor Who is Qualifying a Business
 Form # DBPR CILB 6-K

RECEIVED
 CIU Mail Intake
 Stamp #2

JUL 18 2018

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at 850.487.1395. For additional information see the instructions at the end of this application.

Section I - Application Type

APPLICATION TYPES (Check only one.)	
<input checked="" type="checkbox"/> Certified License and Qualify a Business [0607/1030]	<input type="checkbox"/> Certified License and Qualify a Business with a Financially Responsible Officer [0607/1030; 0628/1030]
<p>NOTE: If applying with a Financially Responsible Officer, the Financially Responsible Officer must also complete Sections X-XII and Sections XIV-XVI. Use this application when you will be qualifying only one business entity.</p>	

Section II - Applicant Personal Information

PERSONAL INFORMATION				
Social Security Number*				
[REDACTED]				
Last Name	First	Middle	Title	Suffix
Black	Charles	David		
Birth Date (MM/DD/YYYY)		Gender		
05/09/1981		<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		
MAILING ADDRESS				
Street Address or P.O. Box				
2729 Pineapple Ave.				
City		State	Zip Code (+4 optional)	
Melbourne		FL	32935	
County (if Florida address)		Country		
Brevard		US		
CONTACT INFORMATION				
Primary Phone Number		Primary E-Mail Address		
(321) 586-9877		Chad.Black2012@gmail.com		
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address				
2729 Pineapple Ave.				
City		State	Zip Code (+4 optional)	
Melbourne		FL	32935	
County (if Florida address)		Country		
Brevard		US		

* The disclosure of your Social Security number is mandatory on all professional and occupational license applications, is solicited by the authority granted by 42 U.S.C. §§ 653 and 654, and will be used by the Department of Business and Professional Regulation pursuant to §§ 409.2577, 409.2598, 455.203(9), and 559.79(3), Florida Statutes, for the efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. It is also required by § 559.79(1), Florida Statutes, for determining eligibility for licensure and mandated by the authority granted by 42 U.S.C. § 405(c)(2)(C)(i), to be used by the Department of Business and Professional Regulation to identify licensees for tax administration purposes.

Section II - Applicant Personal Information - continued

ADDITIONAL CONTACT INFORMATION (OPTIONAL)	
Alternate Phone Number 239-777-8321	Fax Number 877-275-3593
Alternate E-Mail Address support@licensesetc.com	

CURRENT/PRIOR LICENSE INFORMATION			
If you currently or previously have held a business or professional license/registration in Florida or elsewhere, please list each one below (attach additional copies of this page as necessary):			
1. License/Registration Type	State	Date (From)	Date (To)
License Number		Name Used	
2. License/Registration Type	State	Date (From)	Date (To)
License Number		Name Used	
3. License/Registration Type	State	Date (From)	Date (To)
License Number		Name Used	

PRIOR NAME INFORMATION			
Have you used, been known as, or are you currently known by another name (example - maiden name, pseudonym, nickname) or alias other than the name signed to the application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If your answer is yes, state name or names used below:			
Last Name	First	Middle	Suffix
Black	Chad		
Last Name	First	Middle	Suffix
Black	Charles	D.	Charles M. Sus
Last Name	First	Middle	Suffix

DBPR CILB 6-K Certified Contractor Qualifying Business (Residential Pool) 2016 July Incorporated by Rule: 61-35.010

Section III – Qualifications for Certified License

METHOD OF QUALIFICATION	
<p>A person will qualify for a certified license by meeting one of the following requirements (check only one box below):</p> <p><input type="checkbox"/> 1. Four year construction-related degree from an accredited college (equivalent to three years experience) and one year proven experience applicable to the category for which you are applying.</p> <p><input type="checkbox"/> 2. One year experience as a foreman and not less than three years of credits from accredited college-level courses.</p> <p><input type="checkbox"/> 3. One year experience as a worker, one year experience as a foreman, and two years of credits from accredited college-level courses.</p> <p><input type="checkbox"/> 4. Two years experience as a worker, one year experience as a foreman, and one year of credits from accredited college-level courses.</p> <p><input checked="" type="checkbox"/> 5. Four years experience as a worker or foreman of which at least one year must have been as a foreman.</p> <p><input type="checkbox"/> 6. "Upgrade Method". A certified swimming pool servicing contractor holding an active current licensure for a minimum of 3 years in the classification in which he or she is certified. If you meet this eligibility requirement you are exempted from the Employment History section of this application. See Section 2(f)(vi) of instructions for more information.</p> <p style="margin-left: 40px;">If checked, License #:</p>	
<p>MILITARY VETERANS: A veteran will qualify for a certified license by meeting on of the following (check only one box below):</p> <p><input type="checkbox"/> 1. Three years of military service and one year experience as a foreman applicable to the category for which you are applying.</p> <p><input type="checkbox"/> 2. Two years of military service, one year experience as a foreman, and one year experience as a worker or foreman applicable to the category for which you are applying.</p> <p><input type="checkbox"/> 3. One year of military service, one year experience as a foreman, and two years experience as a worker or foreman applicable to the category for which you are applying.</p>	
TOTAL TIME OF EXPERIENCE FROM EMPLOYMENT HISTORY	
<input type="checkbox"/> Worker _____	<input checked="" type="checkbox"/> Foreman <u>4 years, 2 months</u>
<p>List your employment history for the years of experience required for the method of qualification you selected. (Use additional sheets as necessary). The total time should equal or exceed the number of years of experience required for the method of qualification.</p>	
EXPERIENCE AREAS:	
<p>Applicants who have all the experience areas listed in Part A, through a combination of employment history, may have their experience approved by the Department. If you do not have all the experience areas listed in Part A, your experience may still be satisfactory; however, the Construction Industry Licensing Board will have to review your application to determine if you meet the experience requirements. Please be aware your application may be referred to the Board for other reasons and the experience reviewed by the Board at that time.</p>	
EMPLOYMENT HISTORY	
<p>1. Employer Name and Address: CMS Contractors LLC 5011 Gunpowder Rd. Fairfax, VA 22030</p>	<p>Dates Employed (mm/yyyy to mm/yyyy): 03/2012 - 05/2016</p> <p>Employer Phone Number: (703) 376-1293</p>
<p>Employer License Number: VA License # 2705142284</p>	<p>Contact Name: Susan Black</p> <p>Email: N/A</p>
<p>Role: <input type="checkbox"/> Worker Number of _____ yrs _____ mths. <input type="checkbox"/> Foreman Number of _____ yrs _____ mths.</p>	
EXPERIENCE AREAS FOR THIS EMPLOYMENT PERIOD (check all that apply)	
<p>Part A: Areas of experience from this employment period that demonstrate substantial compliance with statutory experience requirements:</p>	
<p>Installation of:</p> <p><input checked="" type="checkbox"/> Excavation, Grading, Backfill, Compacting <input checked="" type="checkbox"/> Plumbing Components <input checked="" type="checkbox"/> Electrical Components</p> <p><input checked="" type="checkbox"/> Shell Placement <input checked="" type="checkbox"/> Deck Work <input checked="" type="checkbox"/> Tile, Coping, and Trim Work</p> <p><input checked="" type="checkbox"/> Interior Surface Preparation and Finishing</p>	
<p>Work Experience Description:</p>	

While working at CMS Contractors LLC as a foreman for 4 years and 2 months, I gained experience on projects incorporating installation of excavation, grading, backfill, compacting, shell placement, interior surface preparation and finishing, plumbing components, deck work, electrical components, tile, coping and trim work.

Section III – Qualifications for Certified License

Part B: Additional experience that may demonstrate substantial compliance with statutory experience requirements:

Repair and Servicing of:

<input checked="" type="checkbox"/> Excavation, Grading, Backfill, Compacting	<input checked="" type="checkbox"/> Plumbing Components	<input checked="" type="checkbox"/> Electrical Components
<input checked="" type="checkbox"/> Shell Placement	<input checked="" type="checkbox"/> Deck Work	<input checked="" type="checkbox"/> Tile, Coping and Trim Work
<input checked="" type="checkbox"/> Interior Surface Preparation and Finishing		

Work Experience Description:
 During this time, I also gained experience on projects incorporating repair and service of excavation, grading, backfill, compacting, shell placement, interior surface preparation and finishing, plumbing components, deck work, electrical components, tile, coping and trim work.

EMPLOYMENT HISTORY

2. Employer Name and Address: _____ Dates Employed (mm/yyyy to mm/yyyy): _____
 Employer Phone Number: _____

Employer License Number: _____ Contact Name: _____ Email: _____

Role: Worker Number of _____ yrs _____ mths. Foreman Number of _____ yrs _____ mths.

EXPERIENCE AREAS FOR THIS EMPLOYMENT PERIOD (check all that apply)

Part A: Areas of experience during this employment period that demonstrate substantial compliance with statutory experience requirements:

Installation of:

<input type="checkbox"/> Excavation, Grading, Backfill, Compacting	<input type="checkbox"/> Plumbing Components	<input type="checkbox"/> Electrical Components
<input type="checkbox"/> Shell Placement	<input type="checkbox"/> Deck Work	<input type="checkbox"/> Tile, Coping, and Trim Work
<input type="checkbox"/> Interior Surface Preparation and Finishing		

Work Experience Description:

Part B: Additional experience that may demonstrate substantial compliance with statutory experience requirements:

Repair and Servicing of:

<input type="checkbox"/> Excavation, Grading, Backfill, Compacting	<input type="checkbox"/> Plumbing Components	<input type="checkbox"/> Electrical Components
<input type="checkbox"/> Shell Placement	<input type="checkbox"/> Deck Work	<input type="checkbox"/> Tile, Coping and Trim Work
<input type="checkbox"/> Interior Surface Preparation and Finishing		

Work Experience Description:

Not Applicable

Section III – Qualifications for Certified License

EMPLOYMENT HISTORY	
3. Employer Name and Address:	Dates Employed (mm/yyyy to mm/yyyy):
	Employer Phone Number:
Employer License Number:	Contact Name: Email:
Role: <input type="checkbox"/> Worker Number of _____ yrs _____ mths. <input type="checkbox"/> Foreman Number of _____ yrs _____ mths.	
EXPERIENCE AREAS FOR THIS EMPLOYMENT PERIOD (check all that apply)	
Part A: Areas of experience from this employment period that demonstrate substantial compliance with statutory experience requirements:	
Installation of: <input type="checkbox"/> Excavation, Grading, Backfill, Compacting <input type="checkbox"/> Plumbing Components <input type="checkbox"/> Electrical Components <input type="checkbox"/> Shell Placement <input type="checkbox"/> Deck Work <input type="checkbox"/> Tile, Coping, and Trim Work <input type="checkbox"/> Interior Surface Preparation and Finishing	
Work Experience Description:	
Part B: Additional experience that may demonstrate substantial compliance with statutory experience requirements:	
Repair and Servicing of: <input type="checkbox"/> Excavation, Grading, Backfill, Compacting <input type="checkbox"/> Plumbing Components <input type="checkbox"/> Electrical Components <input type="checkbox"/> Shell Placement <input type="checkbox"/> Deck Work <input type="checkbox"/> Tile, Coping and Trim Work <input type="checkbox"/> Interior Surface Preparation and Finishing	
Work Experience Description:	

Not Applicable

Section IV - Business to be Qualified Information

BUSINESS TO BE QUALIFIED			
Business Name: Legacy Pools LLC			
Doing Business As (D/B/A):		Federal Employer ID Number (FEID): 82-2580376	
Business Type: <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other (please specify): _____			
Is this business already qualified? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If so, provide the License Number under which the business is qualified:			
Qualifier Name:		License Number:	
Qualifier Name:		License Number:	
Qualifier Name:		License Number:	
Qualifier Name:		License Number:	
MAILING ADDRESS			
Street Address or P.O. Box 3682 N. Wickham Rd., Suite B1 #271			
City Melbourne		State FL	Zip Code (+4 optional) 32935
County (if Florida address) Brevard		Country US	
BUSINESS CONTACT INFORMATION (IF DIFFERENT THAN APPLICANT INFORMATION)			
Contact Name: Charles David Black			
Phone Number of Contact (321) 586-9877		E-Mail Address of Contact Chad.Black2012@gmail.com	
BUSINESS LOCATION ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)			
Street Address 3682 N. Wickham Rd., Suite B1 #271			
City Melbourne		State FL	Zip Code (+4 optional) 32935
County (if Florida address) Brevard		Country US	

DBPR CILB 6-K Certified Contractor Qualifying Business (Residential Pool) 2016 July Incorporated by Rule: 61-35.010



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
2601 Blair Stone Road, Tallahassee, FL 32399-0763

CONSTRUCTION LICENSE BOND

STATE OF Florida
COUNTY OF BREVARD

Bond #: W150320002

Effective Date: 07/10/2018

Obligee: Florida Construction Industry Licensing Board

Bond Amount: \$ [REDACTED]

Type of Bond: Construction License Bond

KNOW ALL PERSONS BY THESE PRESENTS, THAT

(Applicant) CHARLES BLACK
of (Company Name) LEGACY POOLS LLC, a company fully authorized to do business in the State of Florida, as Principal, and

(Bond Company) Old Republic Surety Company, a company fully authorized to do business in the State of Florida, as Surety, are held and firmly bound to the Florida Construction Industry Licensing Board, as Obligee, in Penal Sum of (amount in words) [REDACTED] Dollars for the payment of fines and costs pursuant to Rule 61G4-15.006, Florida Administrative Code, which may be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this obligation is such that:

WHEREAS, Principal has been granted a license to conduct business under Chapter 455, Florida Statutes and;

NOW THEREFORE, if the (Company Name) LEGACY POOLS LLC shall well and truly and faithfully make the payments to the State Treasurer of the State of Florida in his capacity as Treasurer of the Department of Business and Professional Regulation as provided in and as required by any and all laws of the State of Florida Business and Professional Regulation, and shall faithfully and accurately keep its books and records and make reports as in any and all of said laws provided and required, and shall conduct its business in conformity with said laws and rules of the Florida Department of Business and Professional Regulation, and shall well and truly keep and perform each and every requirement in and by said laws and rules provided, then this obligation to be null and void, otherwise to remain in full force and effect.

IT IS FURTHER AGREED AND UNDERSTOOD that the Obligee will retain an electronic record of this bond and power of attorney that will be utilized to make claims against this bond pursuant to Section 668.50, Florida Statutes. Collection of claims under this bond shall require a statement signed by a duly authorized official acting on behalf of the Florida Construction Industry Licensing Board, referencing the bond number and certifying that the amount of the draft is due and payable pursuant to a Final Order from the Construction Licensing Board; and a copy of this bond. The Principal shall retain the original bond. The Principal must maintain a license bond in effect until the Principal can demonstrate a credit score of 660 (FICO derived) or higher to the Florida Construction Industry Licensing Board. The Surety reserves the right to cancel this bond by sending a notice of cancellation by certified mail 30 days in advance of cancellation to the Executive Director of the Florida Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399. However, the Surety's liability shall continue for any indebtedness incurred or accrued during the period of this bond, including the 30-day notice period.

SIGNED this 10th day of July, 2018

PRINCIPAL: CHARLES BLACK
Print or Type Name of Applicant

[Signature]
Applicant Signature

COMPANY: CHARLES BLACK, P
Authorized Company Officer Name, Title

[Signature]
Signature Authorized Company Officer

SURETY: Old Republic Surety Company

BY: Elise Faust
Print Name of Attorney-in-fact

[Signature]
Signature Attorney-in-fact
(Attach Power of Attorney)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Elise Faust of Brookfield, WI

as true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding [redacted] or and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 7/10/2018 12:00:00 AM

Bond Number: W150320002 Bond Amount: [redacted]

Principal Name: CHARLES BLACK

Obligee Name: FL Dept of Business & Professional Regulation of Tallahassee, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer, and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of July, 2018

Jane E. Chermey
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of July, 2018, personally came before me, Alan Pavlic and Jane E. Chermey, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0922924

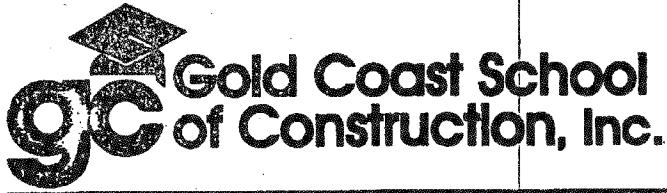


Signed and sealed at the City of Brookfield, WI this 10th day of July, 2018

Jane E. Chermey
Assistant Secretary

ORSC 22262 (3-06)

SOL RISK, INC. DBA SMITH INSURANCE & BONDS



5600 Hiatus Road
Tamarac, FL 33321
800-940-7277
www.goldcoastschools.com
"The Proof is in the Passing!"

CERTIFICATE OF COMPLETION

Charles Black
2729 Pineapple Ave
Melbourne, FL 32935

Student ID: 1760578
License Numbers:

Director
Authorized Signature

DBPR School Provider #: 0000983

Course: Financial Responsibility & Stability in Construction (online)

Start date: 07/06/2018
Completion date: 07/10/2018

The student named in the report has completed the referenced courses in accordance with the requirements of the CILB, ECLB, Architecture Board, Inspection Board, and Dade County.

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Construction, Inc., assumes no responsibility for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately listing all numbers for which he or she is requesting credit. Failure to accurately report this information will result in no continuing education credit to be received by the student, which could result in license suspension. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACCURATE FOR CE CREDIT TO BE ISSUED.

Section VIII - Insurance Coverage

INSURANCE	
<p>Minimum amounts required for General Liability Insurance: General and Building Contractors - \$300,000 public liability; \$50,000 property damage All other Categories - \$100,000 public liability; \$25,000 property damage</p>	
<p>1. Have you obtained public liability and property damage insurance in the amounts determined by rule of the Construction Industry Licensing Board, as specified above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>2. Have you obtained workers' compensation insurance or filed for an exemption with the Division of Workers' Compensation, and if not, do you attest that you will obtain an exemption within 30 days after your license is issued? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Section IX - Financial Responsibility & Stability Requirements

FINANCIAL RESPONSIBILITY & STABILITY	
<p>See Section 2(i) of Instructions for information on completing this section.</p>	
<p>• CREDIT REPORT The applicant must submit a credit report containing a credit score (FICO derived) from a nationally recognized credit reporting agency, which includes a public records statement that records have been checked at local, state, and federal levels. (See Instructions for more information).</p>	
<p>• FINANCIAL RESPONSIBILITY & STABILITY REQUIREMENTS Financial responsibility & stability can be demonstrated by a credit score of 660 or higher and no unsatisfied judgments or liens. (See Rule 61G4-15.006, Florida Administrative Code for details).</p>	
<p>Does the submitted credit report show a credit score of 660 or higher? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If no, the financial stability requirement may be met by providing a bond or irrevocable letter of credit from a bank authorized to do business in the State of Florida,</p> <p style="padding-left: 40px;"><u>with proof</u> of completion of an approved 14-hour financial responsibility course, in the amount of:</p> <ul style="list-style-type: none"> • \$10,000 for Division I applicants • \$5,000 for Division II applicants <p style="padding-left: 40px;"><u>without proof</u> of completion of an approved 14-hour financial responsibility course, in the amount of:</p> <ul style="list-style-type: none"> • \$20,000 for Division I applicants • \$10,000 for Division II applicants 	
<p>Have you completed a financial responsibility course approved by the Construction Industry Licensing Board? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>If yes, please complete the fields below.</p>	
<p>School Name: Gold Coast School of Construction, Inc.</p>	<p>School Provider #: 0000983</p>
<p>Name of Course: Financial Responsibility & Stability in Construction (online)</p>	
<p>Date(s) Attended: 07/06/2018 - 07/10/2018</p>	
<p>If you will be submitting a bond or an irrevocable letter of credit, see page 17 of this application for further instructions.</p>	

Section X – Background Questions

BACKGROUND QUESTIONS	
Instructions:	
<p>The Applicant, Financially Responsible Officer (if applicable), and Authorized Representative(s) of the business must answer the background questions in this section.</p>	
<p>Authorized Representative(s) of the business are any of the following:</p> <ul style="list-style-type: none"> • All officers and directors (if qualified business is a corporation or any other business entity with officers and directors) • All members and managers (if qualified business is a LLC) • All partners (if qualified business is a partnership) • All members (if qualified business is a business entity other than those described above) 	
<p>NOTE: Accuracy of Authorized Representative(s) of the business may be checked on the Florida Division of Corporations website www.sunbiz.org.</p>	
<p>If YES to questions 1 or 2, please complete section XI. If YES to questions 3 or 4, please complete section XII.</p>	
	<p>1. Have you ever been convicted or found guilty of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction? This question applies to any criminal violation of the laws of any municipality, county, state or nation, including felony, misdemeanor and traffic offenses (but not parking, speeding, inspection, or traffic signal violations), without regard to whether you were placed on probation, had adjudication withheld, were paroled, or pardoned. If you intend to answer "NO" because you believe those records have been expunged or sealed by court order pursuant to Section 943.0585 or 943.059, Florida Statutes, or applicable law of another state, you are responsible for verifying the expungement or sealing prior to answering "NO." YOUR ANSWER TO THIS QUESTION MAY BE CHECKED AGAINST LOCAL, STATE AND FEDERAL RECORDS. FAILURE TO ANSWER THIS QUESTION ACCURATELY MAY RESULT IN THE DENIAL OR REVOCATION OF YOUR LICENSE. IF YOU DO NOT FULLY UNDERSTAND THIS QUESTION, CONSULT WITH AN ATTORNEY OR CONTACT THE DEPARTMENT.</p>
	<p>2. Are there any pending bankruptcies or unsatisfied judgments or liens against yourself, a business you previously qualified, which were filed during your period of qualification, or the business you are applying to qualify? This question applies to any unpaid judgments or liens, including those for unpaid past-due bills by creditors, construction and non-construction issues, and tax liens.</p>
	<p>3. Have you ever had an application for registration, certification, or licensure in Florida or in any other jurisdiction denied, or is there now pending a proceeding or investigation to deny such an application?</p>
	<p>4. Have you ever had any license, registration, or permit to practice any regulated profession, occupation, vocation, or business, revoked, annulled, suspended, relinquished, surrendered, or otherwise disciplined in Florida or in any other jurisdiction, or is any such proceeding or investigation now pending?</p>

Section X – Background Questions- continued

Person #	Indicate each response by checking "Yes" or "No"	Question Number			
		1	2	3	4
1	Applicant – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Charles David Black	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No
	Social Security #: [REDACTED]				
2	Financially Responsible Officer-- Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
3	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
4	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
5	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
6	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
7	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
8	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
9	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
10	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Social Security #:	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No

If you answered "YES" to any question in questions 1 – 4 above, please refer to Sections 2(j-l) of Instructions for detailed instructions for providing complete explanations, including requirements for submitting supporting legal documents. Please complete Section XI for your response to questions 1 and 2, and complete Section XII for your response to questions 3 and 4. If you have more than three offenses to document in Section XI or more than two offenses in Section XII, attach additional pages as necessary.

Section XI – Explanations for “Yes” answers to Questions 1-2 – Attach additional copies as necessary

EXPLANATION			
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____		This explanation relates to question # (check one) <input type="checkbox"/> 1 <input type="checkbox"/> 2	
Offense:			
County:	State:	Date of Offense (mm/dd/yyyy):	
Penalty/Disposition		Have all sanctions been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description			

EXPLANATION			
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____		This explanation relates to question # (check one) <input type="checkbox"/> 1 <input type="checkbox"/> 2	
Offense:			
County:	State:	Date of Offense (mm/dd/yyyy):	
Penalty/Disposition		Have all sanctions been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description			

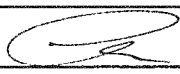
EXPLANATION			
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____		This explanation relates to question # (check one) <input type="checkbox"/> 1 <input type="checkbox"/> 2	
Offense:			
County:	State:	Date of Offense (mm/dd/yyyy):	
Penalty/Disposition		Have all sanctions been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description			

Section XII – Explanations for “Yes” answers to Questions 3-4 – Attach additional copies as necessary

EXPLANATION	
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one) <input type="checkbox"/> 3 <input type="checkbox"/> 4
State/Jurisdiction:	Application Type/License Number:

EXPLANATION	
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one) <input type="checkbox"/> 3 <input type="checkbox"/> 4
State/Jurisdiction:	Application Type/License Number:

Section XIII – Affirmation by Written Declaration

AFFIRMATION BY WRITTEN DECLARATION	
I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.	
Signature: 	Date: 7/10/2018
Print Name: Charles David Black	

Section XIV – Financially Responsible Officer Application (Complete Sections XIV–XVI only if appointing a Financially Responsible Officer)

Note: Financially Responsible Officer must complete Background questions in Sections X–XII.

PERSONAL INFORMATION			
Social Security Number*			
FULL LEGAL NAME			
Last Name	First	Middle	Suffix
Birth Date (MM/DD/YYYY)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
MAILING ADDRESS			
Street Address or P.O. Box			
City		State	Zip Code (+4 optional)
County (if Florida address)		Country	
CONTACT INFORMATION			
Primary Phone Number		Primary E-Mail Address	
PRIOR NAME INFORMATION			
Have you used, been known as, or are you currently known by another name (example - maiden name, pseudonym, nickname) or alias other than the name signed to the application? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If your answer is yes, state name or names used below:			
Last Name	First	Middle	Title Suffix
Last Name	First	Middle	Title Suffix
Last Name	First	Middle	Title Suffix

* The disclosure of your Social Security number is mandatory on all professional and occupational license applications, is solicited by the authority granted by 42 U.S.C. §§ 653 and 654, and will be used by the Department of Business and Professional Regulation pursuant to §§ 409.2577, 409.2598, 455.203(9), and 559.79(3), Florida Statutes, for the efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. It is also required by § 559.79(1), Florida Statutes, for determining eligibility for licensure and mandated by the authority granted by 42 U.S.C. § 405(c)(2)(C)(i), to be used by the Department of Business and Professional Regulation to identify licensees for tax administration purposes.

Exam Information (*indicates required field)

Searching for Exam Information? You can search for your exam date, time and location. If DBPR has received your exam results, they will be displayed also. Please note that exam results may be subject to board review and/or ratification.

*Board:	<input type="text"/>
*Exam:	<input type="text"/>
*SSN or Tax Number:	<input type="text"/>
*Last Name:	black
<input type="button" value="Search"/> <input type="button" value="Clear"/> <input type="button" value="Cancel"/>	

Search Results:

Exam Information for: BLACK, CHARLES DAVID				
Exam:	Exam Part:	Date:	Results:	Exam Site:
Pool Specialty	Commercial/Residential-Business/Finance	06/14/2018	Pass	
Pool Specialty	Residential Trade Knowledge	06/13/2018	Pass	

2501 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

IdentoGO[®]

By MorphoTrust USA

PEARSONVUE - MELBOURNE-

Date:

20180630

Customer:

BLACK, CHARLES

Agent ID:

pperlman

Agency:

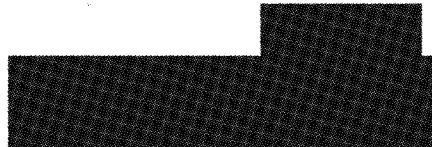
FL923400Z

TCN:

70CS05BPV42A000000357

Amount Paid:

Fee Paid By:



ORIGIN ID:IMMA (239) 777-8321
LISA ADAMS
LICENSES, ETC
886 110TH AVE N
SUITE #6
NAPLES, FL 34108
UNITED STATES US

SHIP DATE: 12JUL18
ACTWGT: 1.00 LB
CAD: 104314500/NET3980

BILL SENDER

TO CENTRAL LICENSE INTAKE
DEPT OF BUSINESS & PROFESSIONAL REG
2601 BLAIR STONE ROAD

552.1285320045

TALLAHASSEE FL 32399

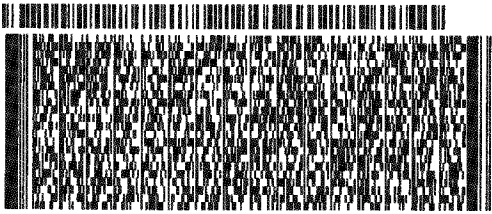
(850) 487-1395

REF. BERMUDEZ, BELONY, BEARD, BLACK

INV

PO: DEFELIPPI, PLASTER, PRITCHARD

DEPT:



FedEx
Express



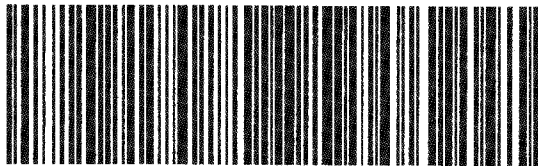
JM111828hr

FRI - 13 JUL 3:00P
STANDARD OVERNIGHT

TRK# 7726 9671 2346
0201

XH TLHA

32399
FL-US TLH



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

1) General Note - General Note - 7/31/2018 - DIEGO.YANISKY 7/31/2018 9:10:57 AM On Page: 1
NO ENFORCEMENT FOUND.

2) General Note - General Note - 7/31/2018 - DIEGO.YANISKY 7/31/2018 9:04:42 AM On Page: 3
OK AS IS - TOTAL TIME REFLECTED ON SAME SECTION.

3) General Note - General Note - 7/31/2018 - DIEGO.YANISKY 7/31/2018 9:06:16 AM On Page: 3
VIRGINIA LICENSE OK AS IS.
PROVIDED SUFFICIENT AND PERTINENT EXPERIENCE.

4) General Note - General Note - 7/31/2018 - DIEGO.YANISKY 7/31/2018 9:11:43 AM On Page: 8
SHOWS "PRES" ON REGISTRATION - OK AS IS.

Department of Business and Professional Regulation
Central License Intake
2601 Blair Stone Road
Tallahassee, FL 32399

To Whom It May Concern:

I recently submitted an application to receive my Certified Pool/Spa Contractor's license. This application number is 37987. I received a deficiency regarding this application, stating that I would need to revise my answer to background question number one and provide an explanation for the offense(s).

Attached, please find the requested information. I was not provided any details regarding the dates in question, therefore, the attached information is to the best of my recollection. This should be everything you will need in order to finish expediting my application. If you have any questions, please contact my associate Lisa Adams at (239) 777-8321.

Thank you for your assistance,

Charles Black
Application # 37987

Section X – Background Questions- continued

Person #	Indicate each response by checking "Yes" or "No"	Question Number:			
		1	2	3	4
1	Applicant – Print Name	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Charles David Black	<input type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No
	Social Security #:				
2	Financially Responsible Officer – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
3	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
4	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
5	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
6	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
7	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
8	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
9	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				
10	Authorized Representative – Print Name	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
	Social Security #:				

If you answered "YES" to any question in questions 1 – 4 above, please refer to Sections 2(j-l) of Instructions for detailed instructions for providing complete explanations, including requirements for submitting supporting legal documents. Please complete Section XI for your response to questions 1 and 2, and complete Section XII for your response to questions 3 and 4. If you have more than three offenses to document in Section XI or more than two offenses in Section XII, attach additional pages as necessary.

Section XI – Explanations for “Yes” answers to Questions 1-2 – Attach additional copies as necessary

EXPLANATION	
This explanation relates to person # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2
Offense: Obtain Property Under False Pretense	
County: Union	State: NC
Penalty/Disposition Charges Dropped	Date of Offense (mm/dd/yyyy): June 2016
Have all sanctions been satisfied? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Description There was an agreement to install a small walkway for a neighbor of a friend. His wife died in the middle of the process. I needed 4 weeks to repay him because I had already paid for materials. He filed 3.5 weeks later. Paid in full.	

EXPLANATION	
This explanation relates to person # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2
Offense: Obtain Property Under False Pretense	
County: Mecklenburg	State: NC
Penalty/Disposition Charges Dropped	Date of Offense (mm/dd/yyyy): June 2016
Have all sanctions been satisfied? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Description There was an agreement to build a small brick wall for a neighbor of a friend. Brick mason took the entire deposit of the project and vanished. I was upfront with the person I was dealing with. I needed time to repay and they granted me 3 months to do so. He was an attorney and walked me through the process and wanted to make sure he would be repaid. I agreed to let him press charges, knowing that they would be dropped once paid. All is well. Shook hands on the day of final payment.	

EXPLANATION	
This explanation relates to person # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one): <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2
Offense: Driving on a Suspended License	
County: Jasper	State: SC
Penalty/Disposition Fine	Date of Offense (mm/dd/yyyy): March or April of 2017
Have all sanctions been satisfied? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Description I had an unpaid speeding ticket from Virginia. We moved and I completely forgot about it. All sanctions are satisfied.	

Section XII – Explanations for “Yes” answers to Questions 3-4 – Attach additional copies as necessary

EXPLANATION	
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one) <input type="checkbox"/> 3 <input type="checkbox"/> 4
State/Jurisdiction:	Application Type/License Number:

EXPLANATION	
This explanation relates to person # (check one): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____	This explanation relates to question # (check one) <input type="checkbox"/> 3 <input type="checkbox"/> 4
State/Jurisdiction:	Application Type/License Number:

Exhibit R



410 Exchange, Suite 150,
Irvine, CA 92602 Phone: 888-233-9085 Fax: 714-204-4862
applications@quickbridgefunding.com
www.quickbridgefunding.com

Quick Loan Application

Business Name: Legacy Pools LLC	
Business Physical Address: 3682 N Wickham Rd Ste B1, Melbourne, FL 32935	
Business Phone: (321) 775-3621	
Annual Sales Last Calendar Year: \$7,000,000.00	
Owner Name: Katie Gazboda	
Home Address: 4053 Palladian Way, Melbourne, FL 32904	
Cell #:	Email: chad@legacypools.com
Social Security #:	Date of Birth: 10/15/1985
<p>By signing below, the undersigned individual/s, who is/are either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to Axos Bank™ ("Bank") and/or its designee, and Quick Bridge Funding, as Bank's service provider (and any assignee or potential assignee thereof), authorizing review of his/her personal credit profile from a national credit bureau, as well as obtaining bank and/or other credit information as required. Such authorization shall extend to obtaining a credit profile in considering this application subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photostat or facsimile copy of this authorization shall be valid as the original.</p> <p>By signature below, I/we affirm my/our identity as the respective individual/s identified in the application received. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and business that seeks a business loan. What this means for you: When you apply for a loan, we will ask for your business name, address, and Tax Identification Number. We will also ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p>	

Signature: 

Email: Katie@legacypools.com

Application

Final Audit Report

2019-08-19

Created:	2019-08-19
By:	QuickBridge (syslicense@quickbridge.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXfhRkW26kLgZICS2uy6C0gMSPvG1xLQ

"Application" History

- Web Form created by QuickBridge (syslicense@quickbridge.com)
2019-08-19 - 8:11:49 PM GMT
- Web Form filled in by Kathleen Gazboda (Katie@legacypools.com)
2019-08-19 - 8:13:42 PM GMT- IP address: 97.104.195.164
- User email address verification waived
2019-08-19 - 8:13:44 PM GMT- IP address: 97.104.195.164
- Signed document emailed to QuickBridge (syslicense@quickbridge.com) and Kathleen Gazboda (Katie@legacypools.com)
2019-08-19 - 8:13:44 PM GMT

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

L19000206265
FILED 8:00 AM
August 13, 2019
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:

LEGACY POOLS SERVICE LLC

Article II

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

727 NORTH DRIVE
SUITE L
MELBOURNE, FL. 32934

The mailing address of the Limited Liability Company is:

727 NORTH DRIVE
SUITE L
MELBOURNE, FL. 32934

Article III

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

CHARLES D BLACK
727 NORTH DRIVE
SUITE L
MELBOURNE, FL. 32934

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: CHARLES D BLACK

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

L17000181066
FILED 8:00 AM
August 24, 2017
Sec. Of State
kbrumbley

Article I

The name of the Limited Liability Company is:

LEGACY POOLS LLC

Article II

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

2729 PINEAPPLE AVE
MELBOURNE, FL. 32935

The mailing address of the Limited Liability Company is:

2729 PINEAPPLE AVE
MELBOURNE, FL. 32935

Article III

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

CHARLES BLACK
2729 PINEAPPLE AVE
MELBOURNE, FL. 32935

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: CHARLES BLACK

Article IV

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

Title: PRES
CHARLES BLACK
2729 PINEAPPLE AVE
MELBOURNE, FL. 32935 US

L17000181066
FILED 8:00 AM
August 24, 2017
Sec. Of State
kbrumbley

Article V

The effective date for this Limited Liability Company shall be:

08/23/2017

Signature of member or an authorized representative

Electronic Signature: CHARLES BLACK

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.

Article IV

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

Title: MGR
CHARLES D BLACK
727 NORTH DRIVE, STE L
MELBOURNE, FL. 32934

Title: MGR
KRISTIN D BLACK
727 NORTH DRIVE, STE L
MELBOURNE, FL. 32934

Title: MGR
RONALD GAZBODA
727 NORTH DRIVE, STE L
MELBOURNE, FL. 32934

Title: MGR
KATHLEEN GAZBODA
727 NORTH DRIVE, STE L
MELBOURNE, FL. 32934

L19000206265
FILED 8:00 AM
August 13, 2019
Sec. Of State
thampton

Article V

The effective date for this Limited Liability Company shall be:

08/13/2019

Signature of member or an authorized representative

Electronic Signature: CHARLES D BLACK

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.

Exhibit S



Ontario County Clerk Recording Page

Return To

ARIEL BOUSKILA
80 Broad St
Suite 3303
New York, NY 10004

Matthew J. Hoose, County Clerk

Ontario County Clerk
20 Ontario Street
Canandaigua, New York 14424
(585) 396-4200

Document Type: **SUMMONS + COMPLAINT**

Receipt Number: 616621

Plaintiff

SAMSON MCA LLC

Defendant

LEGACY POOLS LLC

Fees

Total Fees Paid: \$0.00

Control #: 202206130113
Index #: 133022-2022

State of New York
County of Ontario

Efiling through NYSCEF with a total page count of 9.

Ontario County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

PK

Do Not Detach

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONTARIO

SAMSON MCA LLC

Plaintiff

-against-

LEGACY POOLS LLC D/B/A LEGACY
POOLS/LEGACY POOLS & SPAS ; LEGACY POOLS
BUILDING A BETTER FUTURE ; 1 ELEMENT LLC
and
CHARLES D BLACK

Defendants

Index No.:

Date Purchased

SUMMONS

Plaintiff address is
17 State Street, Suite 630
NEW YORK, NY 10038

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff attorney, at the address stated below, an answer to the attached complaint. If this summons was personally delivered upon you in the State of New York, the answer must be served within twenty days after such service of the summons, excluding the date of service. If the summons was not personally delivered to you within the State of New York, the answer must be served within thirty days after service of the summons is complete as provided by law.

If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint, without further notice to you.

The basis for venue is pursuant to the Contract entered into between the parties.

Dated: New York, New York
June 10, 2022

/s/ariel bouskila

Ariel Bouskila, Esq.
Berkovitch & Bouskila, PLLC
Attorneys for Plaintiff
80 Broad St Suite 3303
New York, New York 10004
Phone:(212)729-1477
Fax:(347)342-3192

Defendants to be served:

LEGACY POOLS LLC D/B/A LEGACY
POOLS/LEGACY POOLS & SPAS ;
LEGACY POOLS BUILDING A BETTER
FUTURE ; 1 ELEMENT LLC
727 NORTH DRIVE, SUITE L
MELBOURNE, FL 32934

CHARLES D BLACK
3172 TUSCAWILLOW DR
MELBOURNE, FL 32934

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONTARIO

SAMSON MCA LLC

Index No.:

Plaintiff,

-against-

**VERIFIED
COMPLAINT**

LEGACY POOLS LLC D/B/A LEGACY POOLS/LEGACY
POOLS & SPAS ; LEGACY POOLS BUILDING A BETTER
FUTURE ; 1 ELEMENT LLC and
CHARLES D BLACK

Defendants

Plaintiff SAMSON MCA LLC ("Plaintiff"), by its attorney, Ariel Bouskila Esq., for its complaint herein against LEGACY POOLS LLC D/B/A LEGACY POOLS/LEGACY POOLS & SPAS ; LEGACY POOLS BUILDING A BETTER FUTURE ; 1 ELEMENT LLC (referred to collectively as "Company Defendant") and CHARLES D BLACK ("Guarantor(s)") (Company Defendant and Guarantor(s) collectively "Defendants"), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is an entity authorized to do business in the State of New York, with its principal place of business in the State of New York.
2. Upon information and belief, at all relevant times, Company Defendant was and is a company organized and existing under the laws of the State of FL.
3. Upon information and belief, at all relevant times, Guarantor(s) were and are an individual residing in the State of FL.
4. Venue is proper in Ontario pursuant to the Agreements entered into by and between the parties.

5. This Court maintains personal jurisdiction over the Defendants in this Action pursuant to the Agreements entered into by and between the parties.

The Facts

6. On or about January 28, 2022, Plaintiff and Defendants entered into an Agreement ("Agreement 1") whereby Plaintiff agreed to purchase all rights to Company Defendant's future receivables having an agreed upon value of \$330,000.00. A copy of the Agreement is annexed hereto as Exhibit A.

7. On or about May 26, 2022, Plaintiff and Defendants entered into an Agreement ("Agreement 2" collectively with Agreement 1 "Agreements") whereby Plaintiff agreed to purchase all rights to Company Defendant's future receivables having an agreed upon value of \$804,000.00. A copy of the Agreement is annexed hereto as Exhibit B.

8. Pursuant to the Agreements, Company Defendant agreed to remit to Plaintiff 25% ("Specified Percentage") of their receivables. Company Defendant further agreed to have one bank account approved by Plaintiff (the "Bank Account") from which Company Defendant authorized Plaintiff to make ACH withdrawals until \$330,000.00 and \$804,000.00 were fully paid to Plaintiff. Said withdrawals were a good faith estimate of the Specified Percentage of the Company Defendants' receivables at the time the Agreements were entered into.

9. In addition, Guarantor(s) agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon a breach in performance by Company Defendant.

10. Plaintiff remitted the Purchase Price for the future receivables to Company Defendant as agreed. Initially, Company Defendant met its obligations under the Agreements.

11. Company Defendant ceased remitting to Plaintiff the Plaintiff's share of Purchased Receivables and otherwise breached the Agreements by intentionally impeding and preventing

Plaintiff from receiving the Specified Percentage of Company Defendants' receivables, while conducting regular business operations and collecting revenue.

12. Company Defendant made remitted \$88,097.55 of the receivables purchased by Plaintiff, leaving a balance of unremitted receivables in the amount of \$241,902.45. In addition, pursuant to the Agreements, Company Defendant incurred NSF fees in the amount of \$35.00, Default Fees in the amount of \$2,500.00 and attorneys' fees in the amount of \$72,570.74.

13. Company Defendant made remitted \$0.00 of the receivables purchased by Plaintiff, leaving a balance of unremitted receivables in the amount of \$804,000.00. In addition, pursuant to the Agreements, Company Defendant incurred NSF fees in the amount of \$35.00, Default Fees in the amount of \$2,500.00 and attorneys' fees in the amount of \$241,200.00.

14. Despite due demand, Company Defendant has failed to remit the purchased amount due and owing by Company Defendant to Plaintiff under the Agreements.

15. Additionally, Guarantor(s) were responsible for all amounts incurred as a result of any breach of the Company Defendant.

16. There remains a balance due and owing to Plaintiff on the Agreements in the amount of \$1,364.043.19 plus interest, costs, and disbursements.

AS AND FOR THE FIRST CAUSE OF ACTION

(Breach of Contract)

17. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 14 of this complaint as though fully set forth at length herein.

18. Plaintiff gave fair consideration to Company Defendant which was tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreements.

19. Upon information and belief, Company Defendant is still conducting regular business operations and still collecting receivables.

20. Company Defendant has materially breached the Agreements by failing to remit to Plaintiff the Plaintiffs share of Future Receivables, as required under the Agreements and otherwise intentionally impeding and preventing Plaintiff from receiving the proceeds of the receivables purchased by them.

21. Upon information and belief, Company Defendant has also materially breached the Agreements by using more than one depositing bank (account which has not been approved by Plaintiff.

22. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$1,364.043.19, plus interest, costs, and disbursements.

AS AND FOR A SECOND CAUSE OF ACTION
(Personal Guarantee)

23. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 20 of this complaint as though fully set forth at length herein.

24. Pursuant to the Agreements, Guarantor(s) personally guaranteed that Company Defendant would perform its obligations thereunder and that he would be personally liable for any loss suffered by Plaintiff as a result of a breach by Company Defendant.

25. Company Defendant has breached the Agreements as detailed above.

26. By reason of the foregoing, Plaintiff is entitled to judgment against Guarantor(s) based on his personal guarantee in the sum of \$1,364.043.19, plus interest, costs, and disbursements.

WHEREFORE, plaintiff SAMSON MCA LLC requests judgment against defendants LEGACY POOLS LLC D/B/A LEGACY POOLS/LEGACY POOLS & SPAS ; LEGACY POOLS BUILDING A BETTER FUTURE ; 1 ELEMENT LLC and CHARLES D BLACK as follows:

- (i) On the first cause of action of the complaint, Plaintiff requests judgment against Company Defendant in the amount of \$1,364.043.19, plus interest, costs, and disbursements;
- (ii) On the second cause of action of the complaint, Plaintiffs request judgment against Guarantor(s) in the amount of \$1,364.043.19, plus interest, costs, and disbursements;
- (iv) For such other and further relief as this Court deems just and proper.

Dated: New York, New York
June 10, 2022

/s/ariel bouskila

Ariel Bouskila, Esq.
Berkovitch & Bouskila, PLLC
Attorneys for Plaintiff
80 Broad St Suite 3303
New York, New York 10004
Phone:(212)729-1477
Fax:(347)342-3192

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONTARIO

SAMSON MCA LLC

Index No.:

Plaintiff,

-against-

LEGACY POOLS LLC D/B/A LEGACY POOLS/LEGACY
POOLS & SPAS ; LEGACY POOLS BUILDING A BETTER
FUTURE ; 1 ELEMENT LLC and
CHARLES D BLACK

Defendants

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: June 10, 2022

/s/ariel bouskila

Ariel Bouskila, Esq.
Berkovtich & Bouskila, PLLC
Attorneys for Plaintiff
80 Broad St Suite 3303
New York, New York 10004
Phone:(212)729-1477
Fax:(347)342-3192

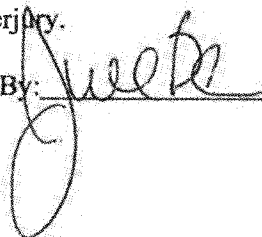
STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

JULIANNE BARNES, being duly sworn, states:

I am an authorized representative of Plaintiff SAMSON MCA LLC in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.


The foregoing statements are true under penalties of perjury.

JULIANNE BARNES,

By:  _____

Sworn to before me this

June 10, 2022.



Notary Public

Ariel Boukila
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02806334934
Qualified in Rockland County
Commission Expires Dec. 28, 2023