

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

JOSH LUECK & RACHEL COSGROVE,

Case No.: 05-2023-CA-017217
Civil Division

Plaintiffs,

v.

KRISTIN DANA E BLACK a/k/a KRISTIN BRIMMER;
CHARLES DAVID BLACK, a/k/a CHAD BLACK;
MATTHEW WILLIAM ABERNETHY;
CHASE MICHAEL RAMMACCA;
ML LEGACY DESIGNS, LLC;
CHAD WILLIAM COOPER;
& JENNIFER C. COOPER,

Defendants.

**PLAINTIFF'S MOTION TO DISQUALIFY DEFENDANTS',
COUNSEL AND DEFENDANTS' COUNSEL'S LAW FIRM**
&
MOTION FOR PROTECTIVE ORDER

Plaintiff, Rachel Cosgrove ("Plaintiff Cosgrove"), by and through undersigned counsel, brings forth *Plaintiff's Motion to Disqualify Defendants' Counsel and Defendants' Counsel's Law Firm & Motion for Protective Order* resulting from confidential information that was disclosed by Plaintiff Cosgrove to the law firm of Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. resulting from the etiology of the present matter (hereinafter the "*Motion to Disqualify*").

Plaintiff Cosgrove was perhaps the first to identify, and consequently communicate about, the suspected involvement of Defendants, Chad W. Cooper and Jennifer C. Cooper in the underlying events of this lawsuit, to her legal team

at the law firm of Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. ("Dean Mead"). Following Dean Mead's representation of Plaintiff Cosgrove in the events underlying this matter, the law firm of Dean Mead commenced to represent Defendants, Chad W. Cooper and Jennifer C. Cooper in this matter.

Therefore, Plaintiff Cosgrove has been required to bring forth this *Motion to Disqualify*, and further requests that a protective order be entered to protect her interests, (the "*Motion for Protective Order*").

Specifically, Plaintiff's *Motion to Disqualify* and *Motion for Protective Order* have been required to be brought against Defendants, Chad W. Cooper and Jennifer C. Coopers' counsel, Joseph Crawford, Esq. and his law firm, Dean Mead. As grounds for and in support thereof, Plaintiff Cosgrove states as follows:

I. INTRODUCTION

1. At the outset, it is required to be stated that this motion is not brought forth lightly, as the undersigned is cognizant of the effect of bringing forth a motion seeking disqualification of counsel. However, after substantial deliberation, and as a result of communications with the clients, the undersigned is ethically bound to bring forth the instant considerations before the Court.¹

¹ *Bancor Grp., Inc. v. Rodriguez*, 2023 WL 2954463, *3 (S.D. Fla. Apr. 13, 2023) stating:

Where the conflict [between a lawyer and that lawyer's clients] is such as clearly to call in question the fair or efficient administration of justice, opposing counsel may properly raise the question. R. Regulating Fla. Bar 4-1.7 cmt.; *see also* R. Reg. the Fla. Bar 4-1.9 cmt. (citing R. Regulating Fla. Bar 4-1.7 cmt.).

2. Co-Plaintiff Joshua Lueck originally commenced this action alleging a criminal enterprise against seven (7) Defendants, specifically naming Defendants, Chad Cooper and Jennifer Cooper ("Defendants") as Defendants. [*See* Dkt. 1].

3. On April 13, 2023, the Defendants' lawyer, Joseph C. Crawford, filed a Motion to Dismiss in the instant lawsuit.

4. On July 14, 2023, Plaintiff Cosgrove joined in the instant lawsuit pursuant to Florida Rule of Civil Procedure 1.210 by virtue of the filing of the Plaintiffs' *First Amended Complaint*.

5. Encompassed within Defendants' prior pleadings and allegations are repeated averments predicated upon confidential information that was disclosed to Dean Mead by Plaintiff Cosgrove.

6. Indeed, upon a cursory review of the allegations and declarations made in Defendants' draft Motion for Sanctions², it is immediately apparent that the Defendants are relying on information that was disclosed in confidence by Dean Mead's former client, Plaintiff Cosgrove.

7. This information includes, but is not limited to, research Plaintiff Cosgrove divulged to Dean Mead in confidence as her attorney for the purposes of bringing suit and prosecuting the parties she believes misappropriated her construction funds, *specifically including* the pastors of the Melbourne-Elevation Church,

² Which was directed to the moot original Complaint, and which has not yet been filed to the case at hand.

namely, the Defendants, *because her construction funds appeared to have been donated to a church instead of used to build her pool, and cash payments appear to have been made directly to each of the Defendants, among many other things, such as the fact that her initial point of contact at the pool "company" was a young woman from the Elevation Church youth group who did not seem to have the requisite skills and expertise to perform her role in getting Plaintiff Cosgrove's pool built.*

8. Dean Mead is now using information divulged by their former client, Plaintiff Cosgrove, that they would not otherwise have been privy to, for the purposes of protecting the Defendants.

9. The Defendants, by and through their attorney's law firm, Dean Mead, are now defending the instant action based on confidences divulged by Dean Mead's³ former client, Plaintiff Cosgrove.

10. Through the lens provided by Plaintiff Cosgrove, Dean Mead saw exactly how Plaintiff Cosgrove got worked by the alleged Enterprise, including the blind-spots that Plaintiff Cosgrove had, and has, in establishing her claims, and Dean Mead's utilization of such confidential information in defending the Defendants may unfairly and improperly disadvantage Dean Mead's former client, Plaintiff

³ Dean Mead essentially possesses the Plaintiffs' playbook.

Cosgrove. Further, the confidential information Plaintiff Cosgrove provided to Dean Mead may likewise unfairly and improperly disadvantage Plaintiff Lueck.

11. Incorporated and heavily relied upon by the Defendants are allegations that non-party Elevation Church, and not the Coopers, received the benefit of the alleged RICO Enterprise and that the Defendants understood Legacy Pools to be a functioning, operating, and legitimate pool construction company.

12. Indeed, this allegation goes to the heart of the matter. The alleged Enterprise would not have been able to take in over \$32,000,000.00 in less than four (4) years if Florida consumers did not believe that Legacy Pools and Elevation Church were functioning, operating, and legitimate organizations.

13. The mechanism the Defendants allegedly propagated this image by was mapped out and relayed to Dean Mean by Plaintiff Cosgrove.

14. Throughout the proceedings, Joseph Crawford, Esq. of Dean Mead has been the front facing counsel and has been the counsel in which the primary communications and filings relevant to this matter have been made.

15. Although Marc Chapman, Esq.'s name does not appear in the pleadings, as the acting president of Dean Mead, which he is, and which he was at all times relevant, it is certainly possible that Marc Chapman could or would be taking an active role in the case, advise on the case, assist with trial preparations and/or be the lead trial counsel for the Defendants. Marc Chapman has oversight of all

litigation in the firm and participates in biweekly firm litigation meetings discussing these matters. *See Exhibit 1.*

16. Marc Chapman of Dean Mead actively represented Plaintiff Cosgrove in 2020 and beyond regarding what she would describe as her worst construction experience when she decided to have a pool installed at her home, which is directly related to this lawsuit, referring to her as his client in emails and communications and sending a formal letter on her behalf. *See Exhibit "A" – Cosgrove Affidavit at ¶ 8, 14 and 16.*

17. In reviewing the documentation provided by counsel for the Defendants and determining that Plaintiff Cosgrove was the former client of Marc Chapman, Esq., who at all times relevant was and is the acting president of the law firm of Dean Mead, it is undeniable and immediately apparent that there is substantial reliance on information as to the Defendants' business practices gained in confidence that is impermissible and the instant action is one that has been brought by alleged victims of a purported construction-fund misappropriation Enterprise that is so similar or substantially related to Dean Mead's previous representation of Plaintiff Cosgrove as to be cause for concern.

18. Ultimately Plaintiffs' counsel received *affirmative documentation* from Plaintiff Cosgrove from Marc Chapman of Dean Mead that indisputably documented Defendants' counsel's law firm, Dean Mead's, prior representation of Plaintiff Cosgrove. *See Exhibit "A" – Cosgrove Affidavit at ¶ 19.*

19. On February 10, 2021 Plaintiff Cosgrove sent an email to Larissa Vaughn with the DBPR which referenced her attorney representing her in the Chad Black/Legacy Pools matter—that attorney was Marc D. Chapman, Esq. of Dean Mead. *See* Exhibit "B."

20. On March 12, 2021 Marc D. Chapman, Esq. of Dean Mead sent Plaintiff Cosgrove the following email:

[REDACTED]

⁴

21. The above-referenced email also referenced [REDACTED]
[REDACTED]
[REDACTED]

22. On June 26, 2020 Defendant Chad Black sent Marc Chapman of Dean Mead an email (copying Plaintiff Cosgrove) to which Marc Chapman of Dean Mead responded. Marc Chapman commenced to engage in communications with Taylor Hughes, Esq., who was representing Defendant Chad Black/Legacy Pools at that time. *See* Exhibit "C."

23. Plaintiff Cosgrove began compiling multi-state research data on the Enterprise and the involvement of various other parties, including [REDACTED]

⁴ This communication constitutes a privileged attorney client communication. Plaintiff Cosgrove respectfully requests that this Honorable Court conduct an *in camera* review of the same if required to facilitate disposition of this motion.

[REDACTED]. She shared this confidential work-product information with her lawyer at Dean Mead. *See Exhibit "A" – Cosgrove Affidavit at ¶ 19.*

24. On April 18, 2023 Plaintiff Cosgrove sent Marc Chapman at Dean Mead the following email:

[REDACTED]

4

[REDACTED]

25. The inescapable conclusion is that Dean Mean represented Plaintiff Cosgrove in this matter extensively—indeed, the exact matter that is directly related to this lawsuit.

26. Plaintiff's *Motion to Disqualify* and *Motion for Protective Order* are required to be brought forth resulting from confidential information which was provided by Plaintiff Cosgrove to Dean Mean as her lawyer and the work performed and conducted by Defendants' counsel's law firm Dean Mead on behalf of Plaintiff Cosgrove as directly related to this lawsuit.

27. Throughout the proceedings, Joseph C. Crawford, Esq. of Dean Mead has been the front facing counsel and has been the counsel in which the primary communications and filings relevant to this matter.

28. Consequently, it is now Plaintiff Cosgrove's counsel's understanding that Defendants' present counsel's law firm, Dean Mead, previously represented Plaintiff Cosgrove, one of the Plaintiffs named in this lawsuit, which is merely one of the multiple suits arising from the underlying events against the Defendants.

29. Since joining the matter in a joint suit against the above-listed defendants in the case style, Plaintiff Cosgrove has informed the undersigned counsel of her previous retainer of Defendants Chad Cooper and Jenn Coopers' counsel's law firm, Dean Mead.

30. This is an impermissible conflict because it violates the Rules Regulating the Florida Bar's former client conflict of interest rule, and Defendants' counsel Joseph C. Crawford, Esq. should be disqualified from representing Defendants Chad and Jenn Cooper as a result. *See* Rules Regulating Fla. Bar 4-1.9; *see also Gaton v. Health Coal., Inc.*, 745 So.2d 510, 511 (Fla. 3d DCA 1999)(Florida courts have noted the application of this Bar Rule creates an "irrefutable presumption that confidences were disclosed" between the client and the attorney.).

31. Specifically, R. Regulating Fla. Bar 4-1.9 provides:

A lawyer who has formerly represented a client in a matter shall not thereafter:

represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent; or

use information relating to the representation to the disadvantage of the former client except as rule 4–1.6 would permit with respect to a client or when the information has become generally known. (emphasis added).

reveal information relating to the representation as except as these rules would permit or require with respect to a client.

See R. Regulating Fla. Bar 4–1.9.

32. Plaintiff's *Motion to Disqualify* and *Motion for Protective Order* are brought forth with great deference to Defendants' counsel, however, at this juncture it has become immediately apparent that the Defendants' counsel has been provided with confidential information obtained in confidence through a prior attorney-client relationship with Plaintiff Cosgrove, a party in this ongoing lawsuit, and therefore the law firm of Dean Mead and Joseph C. Crawford, Esq. must be disqualified in accordance with Florida law and the Rules Regulating the Florida Bar. *See* R. Regulating Fla. Bar 4–1.9; R. Regulating Fla. Bar 4-1.10.

33. Encompassed within the information provided, and upon its review, it was undeniably established that Dean Mead engaged in the previous representation of Plaintiff Cosgrove. *See* the attached exhibits and/or Plaintiff Cosgrove's request for *in camera* review of her emails with Dean Mead regarding this matter.

34. Succinctly stated, the law firm of Dean Mead obtained confidential information by providing defense to Plaintiff Cosgrove on matters substantially related to – *indeed the exact same issues consisting of Legacy Pools/Elevation Church's business practices relating to the construction of pools in Osceola and Brevard Counties, Florida* – that are the very same at issue in this case and for which Dean Mead are now presently attempting to defend claims against Defendants, that include attacking Plaintiff Lueck, his initial complaint, and *the Defendants' business practices* in this action.

**Facts Specific to Requiring Disqualification of
Dean Mead and Joseph Crawford, Esq.**

21. It is immediately apparent that Defendants' counsel is required to be disqualified from representing Defendants in this litigation as a result of Dean Mead's prior representation of Plaintiff Cosgrove, in accordance with R. Regulating Fla. Bar 4–1.9. *See* R. Regulating Fla. Bar 4–1.9; *see also* R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.7.

22. Defendants' present counsel, Dean Mead, previously represented Plaintiff Cosgrove, a party Plaintiff to this action. *See* Exhibits "A," "B," and "C," and Plaintiff's further request for an *in camera* review.

23. In Dean Mead's prior representation of Plaintiff Cosgrove, Marc Chapman, Esq., acting president of Dean Mead, provided Plaintiff Cosgrove counsel in

connection with her pool. This action focused on the alleged Enterprises' business practices relating to the unlicensed and abandoned construction of pools in Osceola and Brevard Counties, Florida and Elevation Church's involvement in the same. This included Dean Mead being provided with information in confidence relating to the named defendants' business practices for charges and allegations that included:

- [1] abandoning without cause a project or operation in which there was an engagement as a contractor;**
- [2] committing incompetence or misconduct in the practice of contracting;**
- [3] proceeding on a job without obtaining all applicable permits and inspections; and**
- [4] aiding and abetting the above through a church; including providing staff, customers, fake positive reviews, financial support, materials, accepting bribes, and laundering money.**

24. Defendants' present counsel, Dean Mead, now has brought claims against Plaintiff Lueck and the undersigned attorney's law firm attacking the Defendants' purported involvement in the same.

25. Further of significant concern, agents of Dean Mead are substantially reliant upon and have continually been utilizing information funneled to Dean Mead by Plaintiff Cosgrove. As also indicated, Plaintiff Cosgrove was also sharing research information involved in and possessing intimate knowledge of the previous

relationship between the Defendants relating to their business practices for pools through their church.

26. It is indisputable that Defendants' present counsel's law firm, Dean Mead, previously represented Plaintiff Cosgrove, a named party to this lawsuit, in a matter consisting of completely related claims.

27. Joseph Crawford, Esq. and the law firm of Dean Mead is presently impermissibly moving against a former client of Dean Mead in violation of Florida law and in contravention of Rules Regulating the Florida Bar and/or rules of professional conduct. *See* R. Regulating Fla. Bar 4-1.9; R. Regulating Fla. Bar 4-1.10; *see also* R. Regulating Fla. Bar 4-1.6; R. Regulating Fla. Bar 4-1.7.

28. Joseph Crawford, Esq. and the law firm of Dean Meads' action against Plaintiff Lueck and in defense of the Defendants, his present clients (Defendants to this action) is prohibited and/or impermissible. *See* R. Regulating Fla. Bar 4-1.9; R. Regulating Fla. Bar 4-1.10; *see also* R. Regulating Fla. Bar 4-1.6; R. Regulating Fla. Bar 4-1.7.

29. Joseph Crawford, Esq. and the law firm of Dean Mead are moving against a former client [1] pursuant to the same exact claims or those that are at a minimum so substantially similar and/or related to that it is the same action but is acting on the other side of the coin for an action that the president of Dean Mead previously provided representation of Plaintiff Cosgrove for; [2] while relying on information obtained in prior scope of representation and confidence; and [3] while utilizing

information from Plaintiff Cosgrove which she carefully compiled and researched and shared with Dean Mead.

30. Dean Mead's prior representation of Plaintiff Cosgrove and Joseph Crawford, Esq. and the law firm of Dean Mead's present representation of the Defendants is so similar that it undeniably has the immediate appearance that Joseph Crawford, Esq. and the law firm of Dean Mead has taken the previous information obtained and confidences acquired resulting from the previous scope of representation and relationship with Plaintiff Cosgrove ***and impermissibly used that information as a template*** to defend the present action against Plaintiff Lueck and Plaintiff Cosgrove.

31. The only difference is that Joseph Crawford, Esq. and the law firm of Dean Mead are now *defending the precise same claims against the same former client* (Plaintiff Cosgrove) that Marc Chapman, Esq. and the law firm of Dean Mead previously provided her representation for.

32. In such circumstances, Florida Courts have reiterated that in these circumstances the challenged law firm is required to adhere to the burden of proof set forth to preserve the integrity of a fair adversary system. As the Florida Supreme Court wrote in *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 632 (Fla. 1991):

Our legal system cannot function fairly or effectively if an attorney has an informational advantage in the form of

confidences gained during a former representation of his client's current opponent.

35. As prior counsel of Plaintiff Cosgrove it is irrefutably presumed that Joseph Crawford, Esq. and the law firm of Dean Mead obtained confidential client information that now is an *indisputable informational advantage* that was gained during the prior representation of Plaintiff Cosgrove who Dean Mead's present clients' (Defendants) are materially adverse to. *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 632 (Fla. 1991) (the legal system cannot function fairly or effectively if an attorney has an informational advantage in the form of confidences gained during a former representation of his client's current opponent); *First Fid. Tr. Servs., Inc. v. Shelter Cove Condo. Ass'n, Inc.*, 329 So. 3d 222, 227 (Fla. 1st DCA 2021) (once an attorney-client relationship is shown, the irrefutable presumption that confidences were disclosed attaches and cannot be overcome).

Facts Relevant to Joseph Crawford, Esq. and Dean Meads' Reliance on Information Acquired from Prior Representation of Plaintiff Cosgrove

36. Furthermore, embodied within Florida law, Florida Rules Regulating the Florida Bar and those of professional conduct, is the axiomatic standard that an attorney *is forbidden to use a confidence or secret of a client to client's disadvantage or to use a confidence or secret*, absent informed consent by client⁵, for the attorney's own benefit or for the benefit of third persons in R. Regulating Fla. Bar 4-1.6. *See* R. Regulating Fla. Bar 4-1.6.

⁵ See Exhibit "A," *Affidavit of Plaintiff Cosgrove*.

37.R. Regulating Fla. Bar 4–1.6 broadly applies not *only to matters communicated in confidence by the client* but also to *all information relating to the representation – whatever the source*. See R. Regulating Fla. Bar 4–1.6 cmt.

38. By definition, the duty of confidentiality continues after the termination of the client-lawyer relationship. See R. Regulating Fla. Bar 4–1.6 cmt.

39. Further and of significance, any attempted claim by Defendants and/or their counsel that there is no reliance on previous information relating to information obtained during Dean Mead’s prior representation of Plaintiff Cosgrove is immediately refuted and consequently without merit.

40. A clear example of reliance of information obtained in and/or relating to Dean Mead’s previous representation of Plaintiff Cosgrove consisting of *the exact same subject matter* – is identified in Plaintiffs’ filings as of April 13, 2023 stating:

(The Coopers feel terrible for what has purportedly happened to Mr. Lueck)(MTD p. 18).

See Defendants’ Motion to Dismiss, pg. 18.

versus

(I never purchased gunite for Legacy Pools using an Elevation Church credit card.)

See Exhibit “D” Defendants’ Affidavits in support of unfiled Motions for Sanctions, ¶10.

41. If the Defendants are not aware of any fraud concerning the pools then why do they “feel terrible”? The only conclusion is that counsel for the Defendants had

direct knowledge of what at least one purported victim of the Enterprise went through, and is still going through. Such confidential information should not be used against her, and/or against other people who claim to have experienced the exact same, or at least similar, problems.

42. The above-stated declaration of emotion (that the Defendants "feel terrible") is undeniably missing from any of the other defendants' motions to dismiss. The Plaintiffs to the instant matter believe that because Dean Mead is privy to what Plaintiff Cosgrove experienced and communicated to Dean Mead at the time, Dean Mead has tailored their pleadings in a different way than the rest of the defendants based on their possession of Plaintiff Cosgrove's confidential information.

43. Further, the Affidavit is very carefully worded. The Defendants' claim, I never purchased "gunite." This is clearly based on Plaintiff Cosgrove's research. Originally, it was believed that the Defendants purchased gunite. Only recently have we learned that the Coopers appeared to be linked to purchases for "Florida Pool Products" [*sic*] – should say Florida Water Products. This is a clear indication that the Defendants' counsel is relying on knowledge of the case conveyed by Plaintiff Cosgrove and being used to carefully word the statements, knowing full well what Plaintiff Cosgrove *did not know*. See Exhibit "E."

44. Joseph Crawford, Esq. and the law firm of Dean Mead are now subsequently relying upon information and confidences shared in an attorney-client capacity relating to this action to and utilizing the information for purposes of defending

precisely identical claims. Not only do they know what one purported victim knows about the Enterprise, they are also aware of what the victims *may not know* and use that to the Defendants' advantage in their defense.

45. Joseph Crawford, Esq. and the law firm of Dean Meads' use of such information **standing alone is a violation of R. Regulating Fla. Bar. 4-1.9(b) (a lawyer who has formerly represented a client in a matter must not afterward (b) use information relating to the representation to the disadvantage of the former client . . .)**.

46. The only real differentiating factor between the *prior action* and the *present claims* is that Joseph Crawford, Esq. and the law firm of Dean Mead are now attacking the involvement of the Defendants in the business practices after receiving information directly related to those business practices for the same claims from Plaintiff Cosgrove.

47. It is irrefutable that Joseph Crawford, Esq. and the law firm of Dean Mead have acquired and obtained and impermissible advantageous information from being in privy of confidential information *that relates to the defendants' and the Defendants' business practices obtained in confidence and obtained through an attorney-client relationship*. See *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991) (implication of R. Regulating Fla. Bar 4–1.9 arising from a prior attorney-client relationship creates an "irrefutable presumption that confidences were disclosed" between the client and the attorney.).

48. This is an impermissible conflict in violation of the Rules Regulating the Florida Bar's former client conflict of interest rule. *See* R. Regulating Fla. Bar 4-1.9.

49. As a result, the law firm of Dean Mead's *prior representation* of Plaintiff Cosgrove creates the irrefutable presumption that Joseph Crawford, Esq., by imputation from the law firm of Dean Mead, obtained and was apprised to confidences during the scope of representation of Plaintiff Cosgrove is applied. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991) (citing *Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983); *Sears, Roebuck & Co. v. Stansbury*, 374 So. 2d 1051, 1051 (Fla. 5th DCA 1979))).

50. Upon such occurrence where there has been previous representation coupled with such similarly striking and substantially related causes of action (that also includes multiple parties from the previous action), the Comment to R. Regulating Fla. Bar 4-1.9 is specifically instructive. The comment states, in part:

A former client **is not required to reveal the confidential information learned by the lawyer in order to establish a substantial risk that the lawyer has confidential information to use in the subsequent matter.** A conclusion about the possession of such information may be based on the nature of the services the lawyer provided the former client and information that would in ordinary practice be learned by a lawyer providing such services.

See R. Regulating Fla. Bar 4-1.9 cmt.

51. Consequently, without knowing exactly what confidential information was exchanged, it is impossible to determine whether every piece of confidential information Dean Mead was privy to has become generally known. In other words,

once the presumption has been invoked, *it is irrelevant what the actual confidences were.* *U.S. ex rel. Bumbury v. Med-Care Diabetic & Med. Supplies, Inc.*, 101 F. Supp. 3d 1268, 1279 (S.D. Fla.), *aff'd*, 101 F. Supp. 3d 1280 (S.D. Fla. 2015).

54. Accordingly, although this *Motion to Disqualify* and *Motion for Protective Order* are brought forth with great deference to Defendants' counsel, however, at this juncture it has become immediately apparent that the Defendants' counsel has been provided with information obtained in confidence through a prior attorney-client relationship with Plaintiff Cosgrove, and therefore Joseph Crawford, Esq. and the law firm of Dean Mead must be disqualified in accordance with Florida law and the Rules Regulating the Florida Bar. *See* R. Regulating Fla. Bar 4-1.6; R. Regulating Fla. Bar 4-1.9; R. Regulating Fla. Bar 4-1.10.

55. Courts have acknowledged that the allocation of the burden places a difficulty of proving what someone knows and places a procedural hurdle before the challenged firm.

56. However, Florida Courts have also indicated that when an attorney or firm is challenged under these circumstances, the attorney and/or firm could have best avoided the ethical problem *by more carefully screening prior to representation.* *See* R. Regulating Fla. Bar 4-1.9 (A central aspect of loyalty to a client is the lawyer's obligation to decline subsequent representations involving positions adverse to a former client arising in substantially related matters.); R. Regulating Fla. Bar 4-

1.7(a)(2); R. Regulating Fla. Bar 4–1.7 cmt; *see also Koullisis v. Rivers*, 730 So. 2d 289, 292 (Fla. 4th DCA 1999).

57. Therefore as where occurred here, where Dean Mead [1] engaged with Rachel Cosgrove (the previous client who it is now defending on behalf of the Defendants for the same subject matter representation was provided to Plaintiff Cosgrove), [2] engaged with research and information compiled by Plaintiff Cosgrove, and [3] engaged with other entities and/or individuals relating to the previous representation of Plaintiff Cosgrove (for the same claims now being brought by Plaintiffs Lueck and Cosgrove against the Defendants and/or their business) — there still remains a duty to preserve the confidentiality of information obtained in the capacity as previous attorney for Plaintiff Cosgrove. *See* R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.7; R. Regulating Fla. Bar 4–1.9; *see also* Exhibit "A."

58. Conversely, Dean Mead *also presently maintains as duty to his present clients* the Defendants in this action. *See* R. Regulating Fla. Bar 4–1.7 (stating that a lawyer shall not represent a client if "... **(2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer**)..." (emphasis added).

59. Notwithstanding the immediate appearance of impropriety and conflict, *in viewing these rules of professional conduct alone it is almost impossible to*

envision a scenario where both the past client (Plaintiff Cosgrove) and the present client (the Defendants in this action) can be reasonably assured that both of their respective interests as past and present clients are maintained. *See* R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.7; R. Regulating Fla. Bar 4–1.9.

II. STANDARD OF LAW

60. Florida Courts have reiterated that the Florida Rules of Professional Conduct provide the standard for determining whether counsel should be disqualified in a given case. *Young v. Achenbauch*, 136 So. 3d 575, 580 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991); *Estright v. Bay Point Improvement Ass'n, Inc.*, 921 So. 2d 810, 811 (Fla. 1st DCA 2006) (“An order involving the disqualification of counsel must be tested against the standards imposed by the [Florida] Rules of Professional Conduct.”) (quoting *Morse v. Clark*, 890 So. 2d 496, 497 (Fla. 5th DCA 2004))).

61. As applied to the present factual circumstances, amongst Florida law and the Rules Regulating the Florida Bar and those referencing standards of professional conduct cited herein — R. Regulating Fla. Bar 4–1.9 is specifically applicable. *See* R. Regulating Fla. Bar 4–1.9.

62. R. Regulating Fla. Bar 4-1.9 regulates conflicts of interest with a former client. *See* R. Regulating Fla. Bar 4–1.9.

63. R. Regulating Fla. Bar 4–1.9 is designed *to protect client confidentiality* and as well as aimed at the problem of attorneys switching sides. *Estright v. Bay Point*

Improvement Ass'n, Inc., 921 So. 2d 810, 811 (Fla. 1st DCA 2006) (emphasis added) (citing *Kenn Air Corp. v. Gainesville–Alachua County Reg. Airport Auth.*, 593 So. 2d 1219, 1222 (Fla. 1st DCA 1992)).

R. Regulating Fla. Bar 4–1.9(a)

64. Subdivision (a) of the R. Regulating Fla. Bar 4–1.9 prohibits [a] lawyer who has *formerly represented a client* in a matter *from afterwards representing another person* in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent[.]”⁶ See R. Regulating Fla. Bar 4–1.9; *see also* R. Regulating Fla. Bar 4–1.7(b)(4) (each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing).

65. R. Regulating Fla. Bar 4–1.9(a) applies where a prior direct attorney-client relationship existed and the subject matter is the same or substantially related. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991).

66. In accordance with this rule, once the existence of an attorney-client relationship has been identified an irrefutable presumption that confidences were disclosed is imposed. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991) (additional citations omitted).

⁶ See R. Regulating Fla. Bar 4–1.9 cmt. (“The scope of a ‘matter’ for purposes of rule 4-1.9(a) may depend on the facts of a particular situation or transaction.”).

See R. Regulating Fla. Bar 4–1.9 cmt. (“The principles in rule 4-1.7 determine whether the interests of the present and former client are adverse.”).

67. The movant must also establish that the instant case is the same or substantially related to previous scope of representation. *See* R. Regulating Fla. Bar 4–1.9(a); *see also State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633–34 (Fla. 1991).

68. “This is done by specifically demonstrating the relationship between the subject matters, issues and causes of action of both the present and previous representations so that the court can determine whether a substantial relationship exists.” *Hernandez v. Royal Caribbean Cruises Ltd.*, 2010 WL 3522210, *4 (S.D. Fla. Sept. 7, 2010) (citing *Contant v. Kawasaki Motors Corp., U.S.A., Inc.*, 826 F. Supp. 427 (M.D. Fla. 1993); *see also* R. Regulating Fla. Bar 4–1.9(a) cmt.

69. To be “substantially related,” the matters “*need only be akin to the present action in a way reasonable persons would understand as important to the issues involved.*” *McPartland v. ISI Investment Services, Inc.*, 890 F. Supp. 1029, 1031 (M.D. Fla. 1995) (emphasis added); *Hernandez v. Royal Caribbean Cruises Ltd.*, 2010 WL 3522210, *4 (S.D. Fla. Sept. 7, 2010).

70. Furthermore, ultimately the question of “whether the two matters are substantially related depends upon the specific facts of each particular situation or transaction.” *See* R. Regulating Fla. Bar 4–1.9(a) cmt. (“The scope of a ‘matter’ for purposes of rule 4-1.9(a) may depend on the facts of a particular situation or transaction.”); *see also In re Weinhold*, 380 B.R. 848, 853 (Bankr. M.D. Fla. 2007) (quoting *The Florida Bar v. Dunagan*, 731 So. 2d 1237, 1240 (Fla. 1999)).

R. Regulating Fla. Bar 4–1.9(b)

71. Subdivision (b) of R. Regulating Fla. Bar 4–1.9 prohibits a *lawyer who has formerly represented a client* in a matter *from afterwards using information relating to the representation to the disadvantage of the former client* except as these rules would permit or require with respect to a client or when the information has become generally known. R. Regulating Fla. Bar 4–1.9(b).

72. When a previous attorney-client relationship has been established and without knowing exactly what confidential information was exchanged — *it is impossible to determine whether every piece of confidential information the attorney was in privy of has become generally known. U.S. ex rel. Bumbury v. Med-Care Diabetic & Med. Supplies, Inc.*, 101 F. Supp. 3d 1268, 1279 (S.D. Fla.) (additional annotation omitted).

73. Therefore, once the presumption has been invoked resulting from the previous attorney-client relationship has been invoked — *it is irrelevant what the actual confidences were* — a lawyer who has formerly represented a client in a matter from afterwards using information relating to the representation to the disadvantage of the former client. *See* R. Regulating Fla. Bar 4-1.9(b); R. Regulating Fla. Bar 4-1.6; *see also U.S. ex rel. Bumbury v. Med-Care Diabetic & Med. Supplies, Inc.*, 101 F. Supp. 3d 1268, 1279 (S.D. Fla.) (additional annotation omitted).

74. Moreover, correlating to Fla. Bar 4–1.9(b) is R. Regulating Fla. Bar 4–1.6.

75. R. Regulating Fla. Bar 4–1.6 is a further protective rule of information that precludes the disclosure of information relating to representation of a client broadly and “applies not merely to matters communicated in confidence by the client but also to all information relating to the representation, whatever its source.” R. Regulating Fla. Bar 4–1.6 cmt.

76. By definition, the duty of confidentiality continues after the termination of the client-lawyer relationship. R. Regulating Fla. Bar 4–1.6 cmt.

77. Accordingly, where there was representation of a former client and despite the fact that the attorney is now materially adverse to the former client – the attorney still has a continuing duty of confidentiality that remains after the termination of the attorney-client relationship. *See* R. Regulating Fla. Bar 4–1.6 cmt.

78. Consequently, [1] R. Regulating Fla. Bar 4-1.9(b) prohibits a lawyer who has formerly represented a client in a matter from afterwards using information relating to the representation to the disadvantage of the former client and [2] R. Regulating Fla. Bar 4-1.6 prohibits disclosure by the attorney resulting from matters communicated in confidence by the client but also to all information relating to the representation, whatever its source. *See* R. Regulating Fla. Bar 4-1.9(b); R. Regulating Fla. Bar 4-1.6.

R. Regulating Fla. Bar 4–1.9(c)

79. Further, subdivision (c) of Rule 4-1.9 prohibits “[a] lawyer who has formerly represented a client in a matter” from “afterwards” revealing “information relating

to the representation except as these rules would permit or require with respect to a client.” R. Regulating Fla. Bar 4–1.9(c); *see also* R. Regulating Fla. Bar 4–1.9 cmt. (“Lawyers owe confidentiality obligations to former clients, and thus information acquired by the lawyer in the course of representing a client may not subsequently be used by the lawyer to the disadvantage of the client without the former client’s consent.”).

80. In this respect, R. Regulating Fla. Bar 4–1.6 expressly prohibits a lawyer from “reveal[ing] information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.” R. Regulating Fla. Bar 4–1.6.

81. By regulation, “in the absence of the client’s informed consent, the lawyer must not reveal information relating to the representation.” R. Regulating Fla. Bar 4–1.6 cmt.

82. In circumstances where there is implication of disclosure of prohibited information in violation of the duties imposed on counsels as prescribed by Florida law and/or the Rules Regulating the Florida Bar or professional conduct, ***the former client of the attorney is not required to reveal the confidential information learned by the attorney in prior representation in order to establish a substantial risk that the attorney may use or reveal confidential information to the advantage of the subsequent client and/or present client.*** See R. Regulating Fla. Bar 4–1.9 cmt.

83. Further, where R. Regulating Fla. Bar 4–1.9 is implicated, Florida Court’s further have established that “[a] party seeking disqualification under rule 4–1.9 *does not have to demonstrate actual prejudice* to the former client as a result of the subsequent representation because the existence of an attorney-client relationship ‘giv[es] rise to an irrefutable presumption that confidences were disclosed.’” *See Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla.1991) (The presumption acknowledges the difficulty of proving that confidential information useful to the attorney’s current client was given to the attorney. It also protects the client by not requiring disclosure of confidences previously given to the attorney.) (citing *Government of India v. Cook Indus., Inc.*, 422 F. Supp. 1057, 1060 (S.D. N.Y. 1976) (if two actions are substantially related, court will not require proof that attorney had access to confidential information, *nor give weight to attorney’s assertion that he had no access to and did not possess confidential information*), *aff’d*, 569 F. 2d 737 (2d Cir.1978))).

84. Consequently, the reasonable conclusion about the attorney’s possession and potential use of confidential information can be inferred due to the nature of the legal services previously provided and due to the fact such information is such that would be ordinarily acquired in the course of representation and resulting from an attorney-client relationship. *See* R. Regulating Fla. Bar 4–1.9 cmt.

85. Following it is fundamental that once this information is acquired, an attorney is forbidden to use the confidence or secret of a client to the client's disadvantage or to use a confidence or secret, *absent informed consent by client, or for the attorney's own benefit or for the benefit of a third person. See R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.9; see also State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991); *Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983); *Sears, Roebuck & Co. v. Stansbury*, 374 So. 2d 1051, 1051 (Fla. 5th DCA 1979); *Key Largo Rest., Inc. v. T.H. Old Town Assocs., Ltd.*, 759 So. 2d 690, 693 (Fla. 5th DCA 2000).

86. If at any point there is an immediately apparent showing of the existence of conflict in violation of any provision of R. Regulating Fla. Bar 4–1.9 or disclosure of this information, the Court may enter disqualification without further evidence on the merits of the motion as under these circumstances the absence of any actual harm is immaterial. *Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991); *see also Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983).

Court's Review of Motions for Disqualification

87. In reviewing occurrences where violations of the Florida law and/or the Rules Regulating the Florida Bar and/or those of professional conduct are implicated and where a court is ruling on a motion to disqualify, the court has broad discretion

and can rely upon, among other things, the mere “appearance of impropriety.” *See, e.g., State Farm Mutual Automobile Ins. Co. v. K.A.W.*, 575 So. 2d 630 (Fla. 1991).

88. Review “[w]here material facts are in dispute, an evidentiary hearing is required.” *First Fid. Tr. Servs., Inc. v. Shelter Cove Condo. Ass’n, Inc.*, 329 So. 3d 222, 228 (Fla. 1st DCA 2021) (citing *Sch. Bd. of Broward Cty. v. Polera Bldg. Corp.*, 722 So. 2d 971, 974 (Fla. 4th DCA 1999)).

89. However, an evidentiary hearing is not required for a motion to disqualify counsel where the factual allegations are *apparent on their face* and the circumstances are such that the basis for disqualification *is warranted as appropriate and is not in dispute*. *First Fid. Tr. Servs., Inc. v. Shelter Cove Condo. Ass’n, Inc.*, 329 So. 3d 222, 228 (Fla. 1st DCA 2021) (citing *Estright v. Bay Point Improvement Ass’n, Inc.*, 921 So. 2d 810, 811 (Fla. 1st DCA 2006)); *see also Allstate Ins. Co. v. Bowne*, 817 So. 2d 994, 998 (Fla. 4th DCA 2002) (“Because there is no conflict in this case as to the pertinent facts, we do not understand what an evidentiary hearing would accomplish, except to cause the parties unnecessary expense.”).

III. LEGAL ARGUMENT AND INCORPORATED MEMORANDUM OF LAW

90. Just by merely viewing the relevant facts and circumstances encompassing Dean Mead’s prior representation of Plaintiff Cosgrove, her research, and *the information acquired relating to Defendants’ and other defendants’ business practices* — coupled with facts specific to Joseph Crawford, Esq. and the law firm

of Dean Mead's present representation of the Defendants, and *the allegations brought attacking and seeking to sanction Plaintiff Lueck as Defendants' present counsel* — not only is it undeniable that the prior representation and present representation at issue here are so similar and/or substantially related as to qualify; but it is also immediately apparent that Joseph Crawford, Esq. and the law firm of Dean Mead have been apprised of *information in confidence that is impermissibly being used for the benefit of the Defendants to the disadvantage of a former client* in violation the rules of professional conduct and Florida law. *See* R. Regulating Fla. Bar 4–1.9(a)-(c).

91. As of consequence Joseph Crawford, Esq. and the law firm of Dean Mead are required to be disqualified from representing the Defendants in this litigation in accordance with R. Regulating Fla. Bar 4–1.9. *See* R. Regulating Fla. Bar 4–1.9(a)-(c); *see also* R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.7; R. Regulating Fla. Bar 4–1.10.

92. The obligation of an attorney to preserve the confidences and secrets of a client lies at the very foundation of the attorney-client relationship and has been recognized not only in Florida's Code of Professional Responsibility, but also in jurisdictions throughout the United States. *Sears, Roebuck & Co. v. Stansbury*, 374 So. 2d 1051, 1053 (Fla. 5th DCA 1979) (additional citations omitted).

93. An attorney is forbidden to use a confidence or secret of a client to the client's disadvantage or to use a confidence or secret, absent informed consent by

the client, for the attorney's own benefit or the benefit of a third person. *See* R. Regulating Fla. Bar 4–1.6; R. Regulating Fla. Bar 4–1.9; *see also* *Sears, Roebuck & Co. v. Stansbury*, 374 So. 2d 1051, 1053 (Fla. 5th DCA 1979) (additional citations omitted).

94. The purpose of the rules prohibiting attorneys from representing interests adverse to their former clients, however, is to preserve the lawyer's duty of loyalty and to avoid the misuse of confidential information. *In re Skyway Commc'ns Holding Corp.*, 415 B.R. 859, 868 (Bankr. M.D. Fla. 2009) (citing *Brent v. Smathers*, 529 So. 2d 1267, 1269 (Fla. 3d DCA 1988)).

95. The documentation provided by Plaintiff Cosgrove, most of which requires an *in camera* review, and the documentation attached to this motion as exhibits "B," and "C," as examples indicating Dean Mead's former relationship and representation of Plaintiff Cosgrove in this matter that do not appear to hold any risk of being privileged, expressly and irrefutably identifies Dean Mead as counsel for Plaintiff Cosgrove in the action referenced. *See also* Exhibit "A."

96. Consequently, the documentation establishes a basis for imposition of the irrefutable presumption that confidences were disclosed to Dean Mead by Plaintiff Cosgrove in the course of the attorney-client relationship established. *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991) (additional citations omitted).

97. Presently, in viewing the claims brought by Joseph Crawford, Esq. and the law firm of Dean Mead on behalf of the Defendants against Plaintiff Lueck, his claims, and the allegations attacking his substantiated assessment of the Defendants' business practices, there is such a striking similarity between the instant action and the action Dean Mead represented Plaintiff Cosgrove in that on its face it looks as though Joseph Crawford, Esq. and the law firm of Dean Mead have *utilized the framework* of the previous representation provided to Plaintiff Cosgrove, and her substantial research efforts, and *templated the defense of this action* following the previous action **where information was provided in confidence** as to the Defendants' *business practices* and *alleged involvement*. If this is not the case, it at minimum has the unequivocal appearance that this has occurred. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 632 (Fla. 1991) (Our legal system cannot function fairly or effectively if an attorney has an informational advantage in the form of confidences gained during a former representation of his client's current opponent.); *see also State v. Fitzpatrick*, 464 So. 2d 1185, 1188 (Fla. 1985) (dissent) ("All attorneys, public and private, are bound by Canon 9 of the Code of Professional Responsibility to "avoid even the appearance of impropriety.").

Violation of R. Regulating Fla. Bar 4-1.9(a)

98. Specifically, as described above, R. Regulating Fla. Bar 4–1.9 which governs conflicts of interests with former clients, provides:

A lawyer who has formerly represented a client in a manner must not afterwards:

- (a) represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent;
- (b) use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client except as these rules would permit or require with respect to a client or when the information has become generally known; or
- (c) reveal information relating to the representation as except as these rules would permit or require with respect to a client. *See* R. Regulating Fla. Bar 4-1.9.

99. Therefore, counsel should be disqualified pursuant to this rule, where it is shown that:

- (1) an attorney-client relationship existed, thereby giving rise to an irrefutable presumption that confidences were disclosed during the relationship, and
- (2) the matter in which the law firm subsequently represented the interest adverse to the former client was the same or substantially related to this matter in which it represented the former client.

See State Farm Mut. Auto. Ins. Co. v. K.A.W., 575 So. 2d 630, 633 (Fla. 1991) (holding that the two-pronged test applies under R. Regulating Fla. Bar 4-1.9); *Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983).

i. An Attorney-Client Relationship Existed Between Dean Mead and Plaintiff Cosgrove.

100. The law does not require a long or complicated attorney-client relationship to fulfill the requirements for disqualification. *Key Largo Rest., Inc. v. T.H. Old Town*

Assocs., Ltd., 759 So. 2d 690, 693 (Fla. 5th DCA 2000) (citing *McPartland v. ISI Inv. Servs., Inc.*, 890 F. Supp. 1029, 1031 (M.D. Fla. 1995)).

101. Once an attorney-client relationship is shown, the irrefutable presumption that confidences were disclosed attaches and cannot be overcome. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991) (citing *Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983); *Sears, Roebuck & Co. v. Stansbury*, 374 So. 2d 1051, 1051 (Fla. 5th DCA 1979)).

102. Notably, nothing in the rule or case law suggests that questions regarding conflicting representations turn on the passage of time. *ASI Holding Co. v. Royal Beach & Golf Resorts, LLC*, 163 So. 3d 668, 670 (Fla. 1st DCA 2015).

103. Plaintiffs' counsel received affirmative documentation from Plaintiff Cosgrove indisputably establishing Dean Mead's previous representation of Plaintiff Cosgrove. *See Exhibit "A."*

104. Plaintiff Cosgrove retained Dean Mead for representation relating to an action where allegations were brought involving the exact events underlying this matter, which alleged misconduct or improper activities relating to the Defendants relating to their involvement in her "pool construction." *See Exhibit "A."*

105. Marc Chapman, Esq., president of Dean Mead, held numerous discussions over an extended period of time that directly related to Dean Mead's representation of the Defendants. *See Exhibit "A," Affidavit of Plaintiff Cosgrove.*

106. Joseph Crawford, Esq. acquired information from individuals at Dean Mead in the course of Dean Mead's representation of Plaintiff Cosgrove for the purposes of providing representation to her relating to the matter where an action was brought and/or threatened to be brought against the Defendants' friends and the Defendants concerning pool construction in Osceola County, Florida. *See Exhibit "A," Affidavit of Plaintiff Cosgrove.*

107. Dean Mead acquired information in the course of the representation of Plaintiff Cosgrove that included information provided in confidence that concerned the Defendants and the Defendants' business practices, along with those of their friends.

108. As of consequence, cases involving a direct attorney-client relationship, the courts have recognized an irrefutable presumption that confidences were disclosed. *See State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991) (citing *Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983) (additional citations omitted)); R. Regulating Fla. Bar 4-1.9; *see also Key Largo Rest., Inc. v. T.H. Old Town Assocs., Ltd.*, 759 So. 2d 690, 693 (Fla. 5th DCA 2000) ("[O]nce an attorney-client relationship is shown, an irrefutable presumption arises that confidences were disclosed to the attorney, and the only remaining requirement is a showing that the current case involves the same subject matter or is substantially related to the matter in which the lawyer represented the moving party.").

109. This is the same and/or substantially the same exact information acquired and obtained by Dean Mead through ***confidential discussions in an attorney-client capacity that directly related to Defendants' business practices and operations concerning implementation of pool construction.*** See Exhibit "A."

110. Accordingly, there is an irrefutable presumption that Dean Mead and by imputation and in accordance with Florida law and the Florida Rules of Professional Conduct that Joseph Crawford, Esq.⁷ obtained and was apprised to confidences during Marc Chapman's scope of representation of Plaintiff Cosgrove. See *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991); see also *Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) ("A party seeking disqualification under rule 4-1.9 does not have to demonstrate actual prejudice to the former client as a result of the subsequent representation because the existence of an attorney client relationship gives rise to an irrefutable presumption that confidences were disclosed.").

ii. Dean Mead's Prior Representation of Plaintiff Cosgrove was Substantially Related to the Issues in this Litigation.

111. As stated, there is an irrefutable presumption imposed in accordance with R. Regulating Fla. Bar 4-1.9 when there has been prior representation by counsel who is now adverse to the counsel's former client. See R. Regulating Fla. Bar 4-1.9.

⁷ See R. Regulating Fla. Bar 4-1.9; R. Regulating Fla. Bar 4-1.10.

112. Furthermore, in viewing Marc Chapman's prior representation of Plaintiff Cosgrove, Dean Mead was provided information in confidence and had access to confidential information as to substantially similar matters brought now by Plaintiffs Lueck and Cosgrove that an impermissible conflict and violation of confidence is immediately apparent.

113. In moving for disqualification in accordance with R. Regulating Fla. Bar 4–1.9 the movant must also establish that the presently subject action is substantially related to other matters where the counsel being disqualified represented the former client. *See* R. Regulating Fla. Bar 4–1.9.

114. Of course, in accordance with R. Regulating Fla. Bar 4–1.9 matters that are easily identifiable as substantially related for purposes of this rule if they involve the same transaction or legal dispute, or if the current matter would involve the lawyer attacking work that the lawyer performed for the former client. *See* R. Regulating Fla. Bar 4–1.9 cmt.

115. However, Florida Courts have further affirmatively identified that the question of "whether the two matters are substantially related *depends upon the specific facts of each particular situation or transaction.*" *See* R. Regulating Fla. Bar 4–1.9(a) cmt. ("**The scope of a 'matter' for purposes of rule 4-1.9(a) may depend on the facts of a particular situation or transaction.**"); *see also In re Weinhold*, 380 B.R. 848, 853 (Bankr. M.D. Fla. 2007) (quoting *The Florida Bar v. Dunagan*, 731 So. 2d 1237, 1240 (Fla. 1999)).

116. Further specifically addressing these conflicts, the comment to Rule 4-1.9 also further explains:

The scope of a "matter" for purposes of R. Regulating Fla. Bar 4–1.9 further states:

The scope of a "matter" for purposes of Rule 4-1.9(a) ***may depend on the facts of a particular situation or transaction.*** The lawyer's involvement in a matter can also be a question of degree. When a lawyer has been directly involved in a specific transaction, subsequent representation of other clients with materially adverse interests clearly is prohibited. On the other hand, a lawyer who recurrently handled a type of problem for a former client is not precluded from later representing another client in a wholly distinct problem of that type even though the subsequent representation involves a position adverse to the prior client . . . ***The underlying question is whether the lawyer was so involved in the matter that the subsequent representation can be justly regarded as a changing of sides in the matter in question.*** See R. Regulating Fla. Bar 4–1.9 cmt. (emphasis added).

117. In analyzing situations where R. Regulating Fla. Bar 4-1.9 is affirmatively implicated Florida courts have expressly stated that to be substantially related, the matters "**need only be akin to the present action in a way reasonable persons would understand as important to the issues involved.**" *McPartland v. ISI Investment Services, Inc.*, 890 F. Supp. 1029, 1031 (M.D. Fla. 1995) (emphasis added); *see also Hernandez v. Royal Caribbean Cruises Ltd.*, 2010 WL 3522210, *4 (S.D. Fla. Sept. 7, 2010).

118. "This is done by specifically demonstrating the relationship between the subject matters, issues and causes of action of both the present and previous representations so that the court can determine whether a substantial relationship

exists." *Hernandez v. Royal Caribbean Cruises Ltd.*, 2010 WL 3522210, *4 (S.D. Fla. Sept. 7, 2010) (citing *Contant v. Kawaski Motors Corp., U.S.A., Inc.*, 826 F. Supp. 427 (M.D. Fla. 1993)).

119. Under the present circumstances, the actions involving Dean Mead's prior representation of Plaintiff Cosgrove (former client) and the Defendants in the instant action (present clients) unequivocally encompass the same underlying facts. At the heart of both Dean Mead's prior representation of Plaintiff Cosgrove and Dean Mead's defense of the Defendants is the Defendants' *business practices* and/or aiding and abetting of/control over aspects of/and participation in those business practices as relating to the improper construction and abandonment of unfinished pools.

120. Dean Mead was previously representing Plaintiff Cosgrove and her property and is now attempting to defend against claims against the Defendants, their business, and their practices on behalf of his present clients the Defendants in this action.

121. Dean Mead was previously provided information in confidence as to Defendants' involvement in those shockingly appalling business practices as it relates to pool construction and is now attempting to defend against claims brought against the Defendants, their involvement, and attempting to sanction Plaintiff Lueck.

122. Dean Mead was previously provided information in confidence as to the Defendants' methods of involvement, by and through their church, in "performing⁸" pool construction, and is now attempting to defend against claims lodged against Defendants, their business, and those methods of alleged involvement in the pool company's business practices.

123. Consequently, the claims relating to Dean Mead's prior representation of Plaintiff Cosgrove are so strikingly similar and/or substantially related to the present action for which Dean Mead is attempting to defend against his former client Plaintiff Cosgrove that Dean Mead's present representation of Defendants again appears to on its face at minimum to have immediate impropriety and conflict. *See also, e.g., State Farm Mutual Automobile Ins. Co. v. K.A.W.*, 575 So. 2d 630 (Fla. 1991) (the court it is broad discretion in ruling on a motion to disqualify can rely upon, among other things, the mere appearance of impropriety).

124. Further, as indicated above, the present action brought against Defendants is so similar to the previous action where representation was provided by Dean Mead that it undeniably has the immediate appearance that Joseph Crawford, Esq. and the law firm of Dean Mead have taken the previous information obtained and confidences acquired resulting from the previous scope of representation and relationship with Plaintiff Cosgrove ***and impermissibly used that information as***

⁸ Or, as the Plaintiffs allege, absconding with construction deposits which were supposed to be used for pool construction.

template to defend the present action for the Defendants. This is undeniably evident in reviewing the prior claims where representation was provided by Dean Mead for Plaintiff Cosgrove versus those that Dean Mead is now defending on behalf of the Defendants.

125. Moreover and also at minimum having the immediate appearance of impropriety is the fact that the previous claims for which Dean Mead represented Plaintiff Cosgrove, also involved investigation by and action taken by Brevard County Licensing and Regulation Enforcement investigators that had previously provided information for Plaintiff Cosgrove's claims (which Defendants are substantially reliant upon). *See Exhibit "A."*

126. Consequently, Joseph Crawford, Esq. and the law firm of Dean Mead are currently defending against claims brought by a former client of Dean Mead, Plaintiff Cosgrove, **[1]** pursuant to the same exact claims or those that are at minimum so substantially similar and/or related to that it is the same action but Dean Mead is acting on the other side of the coin; **[2]** while relying on information obtained in the prior scope of representation divulged by Plaintiff Cosgrove in confidence; **[3]** and also having knowledge of Plaintiff Cosgrove's blindspots in bringing this matter.

127. Accordingly, Dean Mead's previous representation of Plaintiff Cosgrove relating to pool construction and Dean Mead's claims brought in defense of the Defendants relating to pool construction are unequivocally so strikingly similar

and/or substantially related are such that a reasonable person would understand that the important issues in both cases are related. *In re Skyway Commc'ns Holding Corp.*, 415 B.R. 859, 869 (Bankr. M.D. Fla. 2009); *see also, e.g., State Farm Mutual Automobile Ins. Co. v. K.A.W.*, 575 So. 2d 630 (Fla. 1991) (A court ruling on a motion to disqualify has broad discretion and can rely upon, among other things, the mere "appearance of impropriety." *See, e.g., State Farm Mutual Automobile Ins. Co. v. K.A.W.*, 575 So. 2d 630 (Fla. 1991)).

Violation of R. Regulating Fla. Bar 4-1.9(b)-(c)

142. It is undeniable that there is such a substantial likelihood that Dean Mead has acquired confidential information that is being utilized against Plaintiff Lueck and will be used against Plaintiff Cosgrove in the instant action. Such conflict is impermissible in accordance with R. Regulating Fla. Bar. 4-1.9(b) (a lawyer who has formerly represented a client in a matter must not afterward (b) use information relating to the representation to the disadvantage of the former client . . .).

143. R. Regulating Fla. Bar 4–1.9(b) prohibits a *lawyer who has formerly represented a client* in a matter *from afterwards using information relating to the representation to the disadvantage of the former client* except as these rules would permit or require with respect to a client or when the information has become generally known. R. Regulating Fla. Bar 4–1.9(b).

144. R. Regulating Fla. Bar 4–1.9(c) prohibits "[a] lawyer who has formerly represented a client in a matter" from *afterwards* revealing "information relating

to the representation except as these rules would permit or require with respect to a client.” R. Regulating Fla. Bar 4–1.9(c); *see also* R. Regulating Fla. Bar 4–1.9 cmt. (“Lawyers owe confidentiality obligations to former clients, and thus information acquired by the lawyer in the course of representing a client may not subsequently be used by the lawyer to the disadvantage of the client without the former client’s consent.”)

145. As indicated above an unequivocal reliance of information obtained in and/or relating to Dean Mead’s previous representation of Plaintiff Cosgrove consisting of substantially related circumstances – *indeed, the exact same subject matter* – is identified in Defendants’ filings.

146. In such circumstances, whereas has indisputably occurred here there is the existence of a previous attorney-client relationship and the law firms’ present representation is adverse to the former client’s previous representation concerning the same or substantially related matter “an irrefutable presumption that confidences were disclosed” between the client and former attorney is found. *See Steinberg v. Marlin*, 201 So. 3d 129, 131 (Fla. 3d DCA 2015) (citing *Gaton v. Health Coalition, Inc.*, 745 So.2d 510, 511 (Fla. 3d DCA 1999)).

147. It is unequivocal that Joseph Crawford, Esq. and the law firm of Dean Mead and *acquired direct information, in confidence, in the scope of the previous representation relating to Defendants’ involvement in her botched and abandoned*

pool construction – is an issue that is central to the present cause of action brought by Plaintiffs jointly.

148. Further, where R. Regulating Fla. Bar 4–1.9 is implicated, Florida Court’s further have established that “[a] party seeking disqualification under rule 4–1.9 does not have to demonstrate actual prejudice to the former client as a result of the subsequent representation because the existence of an attorney-client relationship ‘giv[es] rise to an irrefutable presumption that confidences were disclosed.’” *See Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla.1991) (The presumption acknowledges the difficulty of proving that confidential information useful to the attorney's current client was given to the attorney. It also protects the client by not requiring disclosure of confidences previously given to the attorney.) (citing *Government of India v. Cook Indus., Inc.*, 422 F. Supp. 1057, 1060 (S.D. N.Y. 1976) (if two actions are substantially related, court will not require proof that attorney had access to confidential information, nor give weight to attorney's assertion that he had no access to and did not possess confidential information), *aff'd*, 569 F.2d 737 (2d Cir. 1978)).

149. Accordingly, based upon the above stated facts and circumstances, although Plaintiffs are not required to show that they are prejudiced by Joseph Crawford, Esq. and the law firm of Dean Mead’s representation of Defendants, there is an irrefutable presumption that the Plaintiffs are in fact prejudiced, and the

representation is a breach of Dean Mead's duties to Plaintiff Cosgrove as a former client. *See Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991)).

150. As stated by the Supreme Court of Florida, "Our legal system cannot function fairly or effectively if an attorney has an informational advantage in the form of confidences gained during a former representation of his client's current opponent." *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 632 (Fla. 1991).

151. If there is an immediately apparent showing of the existence of conflict in violation of R. Regulating Fla. Bar 4-1.9, the Court may enter disqualification without further evidence on the merits of the motion as under these circumstances the absence of any actual harm is immaterial. *Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla. 1991); *see also Ford v. Piper Aircraft Corp.*, 436 So. 2d 305, 307 (Fla. 5th DCA 1983) (The existence of the attorney-client relationship raises an irrefutable presumption that confidences were disclosed.).

152. Furthermore, any attempted argument that the information should be considered generally known is without basis. This is due to the fact that when an attorney-client relationship has been established and without knowing exactly what confidential information was exchanged — *it is impossible to determine whether every piece of confidential information the attorney was in privy that has*

become generally known. U.S. ex rel. Bumbury v. Med-Care Diabetic & Med. Supplies, Inc., 101 F. Supp. 3d 1268, 1279 (S.D. Fla.) (additional annotation omitted).

153. Following, once the presumption has been invoked resulting from the previous attorney-client relationship which had duly been invoked — *it is irrelevant what the actual confidences were*— a lawyer who has formerly represented a client in a matter from afterwards using information relating to the representation to the disadvantage of the former client. *See* R. Regulating Fla. Bar 4-1.9(b); R. Regulating Fla. Bar 4-1.6; *see also U.S. ex rel. Bumbury v. Med-Care Diabetic & Med. Supplies, Inc.*, 101 F. Supp. 3d 1268, 1279 (S.D. Fla.) (additional annotation omitted).

154. This is because where R. Regulating Fla. Bar 4–1.9 is implicated “[a] party seeking disqualification under rule 4–1.9 *does not have to demonstrate actual prejudice* to the former client as a result of the subsequent representation because the existence of an attorney-client relationship ‘giv[es] rise to an irrefutable presumption that confidences were disclosed.’” *See Young v. Achenbauch*, 136 So. 3d 575, 583 (Fla. 2014) (citing *State Farm Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633-34 (Fla.1991) (The presumption acknowledges the difficulty of proving that confidential information useful to the attorney's current client was given to the attorney. It also protects the client by not requiring disclosure of confidences previously given to the attorney.) (citing *Government of India v. Cook Indus., Inc.*, 422 F. Supp. 1057, 1060 (S.D. N.Y. 1976) (if two actions are substantially related, court will not require proof that attorney had access to confidential information,

nor give weight to attorney's assertion that he had no access to and did not possess confidential information), aff'd, 569 F.2d 737 (2d Cir.1978)).

155. In viewing relevant Florida law, the facts and specific circumstances relating to this action, and those of the prior representation, it cannot be disputed that Joseph Crawford, Esq. and the law firm of Dean Mead have an *informational advantage due to the confidences gained during the prior representation* of Plaintiff Cosgrove which can and are reasonably to be imputed that it will be used to Plaintiffs' detriment and disadvantage. *See* R. Regulating Fla. Bar 4–1.9(b); R. Regulating Fla. Bar 4–1.9(c).

156. In fact, in failing to utilize the information and providing all efforts toward representation of Dean Mead's present clients, the Defendants in this action — it can be argued that Joseph Crawford, Esq. and the law firm of Dean Mead are not fulfilling their obligations to the present clients. *See* R. Regulating Fla. Bar 4–1.7(a)(2); see also R. Regulating Fla. Bar 4–1.7 cmt (Counsel may withdraw from the representation when "a conflict arises after representation has been undertaken[,] but that counsel has the duty to decline representation if the conflict "exist[s] before representation is undertaken.").

Violation of R. Regulating Fla. Bar 4-1.10

157. R. Regulating Fla. Bar 4-1.10 – Imputation of Conflicts of Interest; General Rule provides in pertinent part:

- (a) Imputed Disqualification of All Lawyers in Firm. ***While lawyers are associated in a firm, none of them may knowingly represent a client when any 1 of them practicing alone would be prohibited from doing so by rule 4-1.7 or 4-1.9*** except as provided elsewhere in this rule, or unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm.

See R. Regulating Fla. Bar 4-1.10(a).

158. In accordance with Florida law and the Rules Regulating the Florida Bar, a conflicted lawyer shares his conflict with the other lawyers in his firm. *First Fid. Tr. Servs., Inc. v. Shelter Cove Condo. Ass'n, Inc.*, 329 So. 3d 222 (Fla. 1st DCA 2021) (citing R. Regulating Fla. Bar 4-1.10 (“While lawyers are associated in a firm, none of them may knowingly represent a client when any 1 of them practicing alone would be prohibited from doing so by rule 4-1.7 or 4-1.9”).

159. Marc Chapman, Esq.’s previous representation of Plaintiff Cosgrove in this action, consisting of the same or a substantially related matter in which Defendants’ interest are materially adverse to those of Plaintiff Cosgrove, a former client, where there has been no informed consent provided by the former client Plaintiff Cosgrove violates R. Regulating Fla. Bar 4-1.9(a). See Exhibit “A,” *Affidavit of Plaintiff Cosgrove*.

160. Dean Mead's representation of Plaintiff Cosgrove in the events underlying this action encompasses the use of information relating to the prior representation to the disadvantage of the former client Plaintiff Cosgrove with no applicable exception thereto in violation of R. Regulating Fla. Bar 4-1.9(b).

161. Dean Mead's representation of Plaintiff Cosgrove in the events underlying this action encompassed the revelation of information relating to the prior representation of Plaintiff Cosgrove with no applicable exception thereto in violation of R. Regulating Fla. Bar 4-1.9(c).

162. There is no evidence in this case that Plaintiff Cosgrove has provided any informed consent in accordance with R. Regulating Fla. Bar 4-1.6. *See* Exhibit "A," *Affidavit of Plaintiff Cosgrove*.

163. At minimum on its face, Dean Mead's representation violates R. Regulating Fla. Bar 4-1.9 and therefore requires Joseph Crawford, Esq.'s disqualification and the imputed disqualification of his law firm Dean Mead. *See McPartland v. ISI Inv. Servs., Inc.*, 890 F. Supp. 1029, 1032 (M.D. Fla. 1995) (The Florida Supreme Court has ruled that "a lawyer's ethical obligations to former clients generally require disqualification of the lawyer's entire firm where any potential for conflict arises.") (citing *Castro v. State*, 597 So. 2d 259, 260 (Fla. 1992))).

164. Furthermore, the presently named law firm Dean Mead — *was also the same law firm* that provided representation of Plaintiff Cosgrove at the time of prior representation.

165. Consequently, Dean Mead is required to be disqualified as a whole in accordance with Florida law, the Rules Regulating the Florida Bar, and standard of professional conduct. *See* R. Regulating Fla. Bar 4-1.9; R. Regulating Fla. Bar 4-1.10; *see also* *McPartland v. ISI Inv. Servs., Inc.*, 890 F. Supp. 1029, 1032 (M.D. Fla. 1995) (citing *Castro v. State*, 597 So. 2d 259, 260 (Fla. 1992)).

166. As stated by Justice J. Ehrlich by dissent in *State v. Fitzpatrick*:

All attorneys, public and private, are bound by Canon 9 to "***avoid even the appearance of professional impropriety.***" As Ethical Consideration 9-1 states: "Continuation of the American concept that we are to be governed by rules of law requires that the people have faith that justice can be obtained through our legal system. A lawyer should promote public confidence in our system and in the legal profession."

See State v. Fitzpatrick, 464 So. 2d 1185, 1188 (Fla. 1985) (Ehrlich, J. dissenting).

Wherefore, Plaintiff Cosgrove, based upon the aforementioned facts, circumstances, and in light of information received relating to prior representation, respectfully requests a hearing on this matter, an *in camera* review of her emails with Dean Mead which appear to be privileged; and that the Court disqualify counsel Joseph Crawford, Esq. and the law firm of Dean Mead as counsel for Defendants in this instant action, and enter any other relief deemed appropriate. Further, Plaintiff respectfully requests that the Court enter a Protective Order precluding the use of information contained herein that was required to be disclosed for the purposes of this *Motion to Disqualify*, including that no further

communication should take place with the Defendants or any defendant in this matter by anyone at the law firm of Dean Mean, including if and when the transfer of this representation takes place between Dean Mead and a new law firm, for an award of her attorney's fees and costs, if applicable, and for such other and further relief this Court deems appropriate.

Respectfully submitted,

/s/ Blake Stewart

Blake Stewart, Esq.
FBN: 84716

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of July 2023, the foregoing document was filed with the Florida Courts E-Filing Portal, pursuant to FLA. R. GEN. PRAC. & JUD. ADMIN. 2.516, and thereby served upon all counsel of record.

Respectfully submitted,

/s/ Blake Stewart

Blake Stewart, Esq.
FBN: 84716
Stewart Law CS, LLC
1033 Florida Ave. S., Ste. B
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Telephone: (321) 541-6845
Blake@stewartlawcs.com
paralegal@stewartlawcs.com
staff@stewartlawcs.com

Exhibit 1



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.

Filing Information

Document Number F07734
FEI/EIN Number 59-2049716
Date Filed 12/01/1980
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/02/2001
Event Effective Date NONE

Principal Address

420 S. ORANGE AVENUE
 SUITE 700
 ORLANDO, FL 32801

Changed: 03/09/2022

Mailing Address

P.O. BOX 2346
 ORLANDO, FL 32802

Changed: 01/19/2011

Registered Agent Name & Address

DEAN MEAD SERVICES, LLC
 420 S. ORANGE AVENUE
 SUITE 700
 ORLANDO, FL 32801

Name Changed: 04/29/2019

Address Changed: 03/09/2022

Officer/Director Detail

Name & Address

Title D, PRESIDENT

CHAPMAN, MARC D.
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Title D, VP, SECRETARY

MOONEY, NICHOLE M.
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Title D, VP, TREASURER

VAN HEYDE, JOSEPH J., II
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Title D, VP

BROWN, H. FRENCH
106 E. COLLEGE AVENUE
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TALLAHASSEE, FL 32301

Title D, VP

YOUNG, LAURA M.
7380 MURRELL ROAD
SUITE 200
VIERA, FL 32940

Title D, VP

LOONEY, STEPHEN R.
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Title D, VP

AHEARN, MATTHEW J.
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Title D, VP

WALLACE, JONATHAN D.
420 S. ORANGE AVENUE
SUITE 700

ORLANDO, FL 32801

Title D, VP

DOBBINS, W. LEE
 1903 S. 25TH STREET
 SUITE 200
 FORT PIERCE, FL 34947

Annual Reports

Report Year	Filed Date
2021	03/30/2021
2022	03/09/2022
2023	03/17/2023

Document Images

03/17/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
03/30/2021 -- ANNUAL REPORT	View image in PDF format
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02/24/2017 -- ANNUAL REPORT	View image in PDF format
04/07/2016 -- ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
02/17/2014 -- ANNUAL REPORT	View image in PDF format
03/07/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
02/10/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
02/04/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- ANNUAL REPORT	View image in PDF format
02/22/2006 -- ANNUAL REPORT	View image in PDF format
04/06/2005 -- ANNUAL REPORT	View image in PDF format
05/26/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
03/05/2002 -- ANNUAL REPORT	View image in PDF format
08/02/2001 -- Amendment	View image in PDF format
03/14/2001 -- ANNUAL REPORT	View image in PDF format
04/25/2000 -- ANNUAL REPORT	View image in PDF format
03/06/1999 -- ANNUAL REPORT	View image in PDF format
03/16/1998 -- ANNUAL REPORT	View image in PDF format
03/05/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1996 -- ANNUAL REPORT	View image in PDF format
04/21/1995 -- ANNUAL REPORT	View image in PDF format

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Florida Department of State, Division of Corporations

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07734

FILED
Mar 17, 2020
Secretary of State
6436406101CC

Entity Name: DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.

Current Principal Place of Business:

420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Current Mailing Address:

P.O. BOX 2346
ORLANDO, FL 32802 US

FEI Number: 59-2049716

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DEAN MEAD SERVICES, LLC
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801 US

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

SIGNATURE: NICHOLE M. MOONEY

03/17/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D, PRESIDENT
Name CHAPMAN, MARC D.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP, SECRETARY
Name MOONEY, NICHOLE M.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP, TREASURER
Name VAN HEYDE, JOSEPH J. II
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name HOLCOMB, MARK E.
Address 215 S. MONROE STREET
SUITES 815 & 130
City-State-Zip: TALLAHASSEE FL 32301

Title D, VP
Name JONES, CLAUDIA H.
Address 7380 MURRELL ROAD
SUITE 200
City-State-Zip: VIERA FL 32940

Title D, VP
Name LOONEY, STEPHEN R.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name AHEARN, MATTHEW J.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name LAWRENCE, GREGORY K.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Continues on page 2

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

SIGNATURE: MARC D. CHAPMAN

PRESIDENT

03/17/2020

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title D, VP
Name MINTON, MICHAEL D.
Address 1903 S. 25TH STREET
SUITE 200
City-State-Zip: FORT PIERCE FL 34947

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F07734

FILED
Mar 30, 2021
Secretary of State
5600661337CC

Entity Name: DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.

Current Principal Place of Business:

420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801

Current Mailing Address:

P.O. BOX 2346
ORLANDO, FL 32802 US

FEI Number: 59-2049716

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DEAN MEAD SERVICES, LLC
420 S. ORANGE AVENUE
SUITE 700
ORLANDO, FL 32801 US

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

SIGNATURE: NICHOLE M. MOONEY

03/30/2021

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D, PRESIDENT
Name CHAPMAN, MARC D.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP, SECRETARY
Name MOONEY, NICHOLE M.
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SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP, TREASURER
Name VAN HEYDE, JOSEPH J. II
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name HOLCOMB, MARK E.
Address 106 E. COLLEGE AVENUE
SUITE 1200
City-State-Zip: TALLAHASSEE FL 32301

Title D, VP
Name JONES, CLAUDIA H.
Address 7380 MURRELL ROAD
SUITE 200
City-State-Zip: VIERA FL 32940

Title D, VP
Name LOONEY, STEPHEN R.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name AHEARN, MATTHEW J.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Title D, VP
Name LAWRENCE, GREGORY K.
Address 420 S. ORANGE AVENUE
SUITE 700
City-State-Zip: ORLANDO FL 32801

Continues on page 2

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

SIGNATURE: MARC D. CHAPMAN

PRESIDENT

03/30/2021

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title D, VP
Name MINTON, MICHAEL D.
Address 1903 S. 25TH STREET
SUITE 200
City-State-Zip: FORT PIERCE FL 34947

Exhibit A

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

JOSH LUECK & RACHEL COSGROVE,

Case No.: 05-2023-CA-017217
Civil Division

Plaintiffs,

v.

KRISTIN DANAE BLACK a/k/a KRISTIN BRIMMER;
CHARLES DAVID BLACK, a/k/a CHAD BLACK;
MATTHEW WILLIAM ABERNETHY;
CHASE MICHAEL RAMMACCA;
ML LEGACY DESIGNS, LLC;
CHAD WILLIAM COOPER;
& JENNIFER C. COOPER,

Defendants.

AFFIDAVIT OF PLAINTIFF RACHEL COSGROVE

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared Rachel Cosgrove, (“Affiant”), Plaintiff to the above-styled cause, who after being duly sworn, deposes and says: My name is Rachel Cosgrove. In that capacity I have personal knowledge regarding the case styled J. Lueck v. C. Black, *et al.*, Case No. 05-2023-CA-017217 as it relates to the claims I have made as a Plaintiff in this case.

1. I am over the age of majority, of sound mind, and otherwise competent to make this Affidavit.
2. I am authorizing the release of this information for legal purposes.
3. I have personal knowledge as to the information contained in this Affidavit.
4. I am a named party to the present lawsuit, and I have reviewed the documentation attached to the *First Amended Complaint* and *Plaintiff’s Motion to Disqualify Defendants’ Counsel and Defendants’ Counsel’s Law Firm*.
5. I am an eDiscovery professional, which, in my own words, means that I organize, assess, manage, and maintain electronic discovery information. I also have highly refined investigative abilities, analytical skills, access to research aids and experience in using current technologies for data analysis.

6. For thirteen (13) years, between 1994 and 2007, I was employed as Dean Mead's Senior Litigation Paralegal and Senior eDiscovery Project Manager. The founding partner, Darryl Bloodworth, Esq., of Dean Mead, was my mentor for thirteen+ (13) years.

7. Further, the law firm of Dean Mead has been a legal client of mine since approximately 2012. I have also been a legal client of Dean Mead personally.

8. When what I would describe as my worst construction experience began when I decided to have a pool installed at my home in early 2020, I kept Dean Mead advised of the problems and doubts I was having. As things got increasingly worse, Marc Chapman of Dean Mead ultimately commenced formal legal representation of me in this matter when he sent a formal, written demand letter and commenced to negotiate on my behalf.

9. As described in much greater detail in the *First Amended Complaint* and *Plaintiff's Motion to Disqualify Defendants' Counsel and Defendants' Counsel's Law Firm*, after I paid money for the pool, I am personally aware that the permit application to build my pool was rejected multiple times, because I went online to the City of Orlando's permitting website to check the status. When I inquired into the problem, I spoke with Morgan LaFave, Defendant Chad Black, Defendant Matthew Abernethy and/or Defendant Kristin Black on multiple occasions about the permitting failures, and I began to suspect that I had fallen victim to a construction-related scam based on my own knowledge and personal experience. I am not making this Affidavit in an attempt to establish that it indeed was a scam—although I believe that it is abundantly clear—I am making this Affidavit in order to state on the record that I began to feel like it was a scam.

10. I contacted Defendant Matthew Abernethy in February 2020 because I wanted to cancel prior to any construction work being performed and I was put in touch with Defendant Chad Black.

11. I have personal knowledge as to the conversation that took place soon thereafter in February 2020 on the phone between myself and Defendant Chad Black. I asked him directly for a refund because I wanted to cancel prior to any construction work being performed. I remember that Defendant Chad Black told me that he had already ordered expensive "custom pavers" for my project and that I would have to pay for

them, so I could not have a refund. I felt that I had to agree to move forward or, as I was told by Defendant Chad Black, forfeit all funds I had paid in connection with the so-called “custom pavers.” I was adamant that I never ordered any “custom materials” and was not aware how this came into play. So, in February 2020, during this discussion I felt financially trapped by Defendant Chad Black’s description of allegedly “custom pavers” that were ordered, and I moved forward based on Defendant Chad Black’s statements that this would be an amazing pool.

12. Once the hole was dug, it triggered a second draw payment allegedly being due from me, which I paid in April 2020, and immediately the situation got drastically worse instead of better.

13. As described in greater detail in the *First Amended Complaint* and *Plaintiff’s Motion to Disqualify Defendants’ Counsel and Defendants’ Counsel’s Law Firm*, I became increasingly concerned that my construction funds were being misappropriated, due to what I believe today to be concealment of facts.

14. As described in paragraph 8 (above) Dean Mead¹, by and through attorney Marc Chapman, Esq., ultimately commenced representation of me in connection with the same.

15. On June 26, 2020, Attorney Marc Chapman of Dean Mead sent an email to Defendant Chad Black on my behalf. I have a copy of that email, as well as Defendant Chad Black’s reply to my attorney’s email, which Defendant Kristin Black and Taylor Hughes, Esq. were copied on.

16. On June 30, 2020 Dean Mead sent a formal demand letter to Taylor Hughes, Esq. on my behalf.

17. I am personally aware of multiple communications, including, but not limited to emails I was copied on, which were sent and received between my lawyer, Marc Chapman, Esq. of Dean Mead, and Defendant Chad Black, which were directly related to the instant lawsuit, on my behalf.

18. I began researching, compiling and analyzing information about the pool principals and others which I gave to Marc Chapman, Esq. at Dean Mead.

19. The current President and Managing Partner of Dean Mead, Marc Chapman, Esq. has been privy to the investigative information compiled and transmitted by me to him regarding: (1) Legacy Pools, (2)

¹ Dean Mead’s involvement on my behalf during this time is more thoroughly explained in *Plaintiff’s Motion to Disqualify Defendants’ Counsel and Defendants’ Counsel’s Law Firm*.

Defendants Chad and Jenn Cooper, (3) Elevation Church, (4) Defendants Chad and Kristin Black and their family members, (5) Defendant Matthew Abernethy and his brother-in-law, and (6) other suspected tortfeasors. I shared all of this information with Marc Chapman, Esq. of Dean Mead, who has been privy to what I can only describe as the disturbing discoveries I have made throughout the duration of the time period from 2020 to 2023 as compiled in my investigative research.

20. Some of the information I disclosed to Dean Mead (both verbally and in writing) consisted of evidence and/or information I compiled which in my opinion implicated the Defendant Coopers in the purported pool company, (along with others I suspected were involved), and is sensitive, privileged, and directly related to the above-styled cause.

21. I insisted to the firm President, Marc Chapman, Esq. of Dean Mead, that representation of the Defendant Coopers in the instant matter was adverse to Dean Mead's previous representation of me. These communications were in the form of several written emails confirming my position and my dispute of the law firm of Dean Mead taking a position *directly adverse* to my interests in this matter, which I had originally hired Dean Mead to help me with. I can personally attest that those emails and requests sent by me to Mr. Chapman specifically mentioned the wealth of knowledge given to the law firm of Dean Mead by me over the years. The information I provided to Mr. Chapman specifically contained all of the information I knew about the Enterprise and its players. Now Dean Mead can use the information I provided to defend against my claims and, worse still, Dean Mead knows what I do not know, and can use that information directly against me in my claims and defenses.

22. Despite numerous requests between April 2023 and July of 2023, I have not been given the courtesy of a response from Marc Chapman other than the written response of "Understood" and acknowledgement of my conveyed dispute as to the firm of Dean Mead taking what I believe to be an adverse position to my interests in this matter. I believe that these referenced communications are privileged and therefore I am specifically requesting that the Court conduct an *in camera* review of the same, along with other emails between myself and my counsel sent under Attorney-Client privilege, as requested in *Plaintiff's Motion to Disqualify Defendants' Counsel and Defendants' Counsel's Law Firm*.

23. I have not given any consent to Dean Mead to undertake representation of the Defendant Coopers adverse to my interests in this matter at any time, which, in my opinion involves the same issues involved with Dean Mead's initial involvement on my behalf and the information conveyed by me to Dean Mead from 2020 through 2023.

24. I strongly believe that there would be a high risk of prejudice to allowing Dean Mead to take any adverse position to my interests after representation of me and receiving three (3) years my knowledge and conveyed research on this matter and those who may have been involved, exerted control over, and financially benefited from the same. I strongly believe that prejudice and detriment would be caused to all plaintiffs in this case and any other currently pending cases involving the Defendants should Dean Mead proceed with defending any parties affiliated with, associated with, or financially involved with Defendants in this case. In my opinion and personal belief, allowing this representation to continue would permit Dean Mead to effectively "jump to the other side of the fence".

25. The foregoing Affidavit is based on my personal knowledge and I submit this Affidavit in support of *Plaintiff's Motion to Disqualify Defendants' Counsel and Defendants' Counsel's Law Firm*.

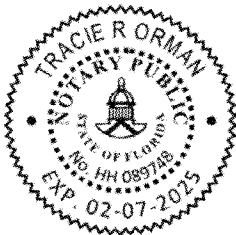
Further Affiant sayeth not.




Rachel Cosgrove

Sworn and subscribed to by Rachel Cosgrove, who has taken an oath and who appeared personally before me by means of online notarization, and has presented the following identification Florida Driver's License ID, this 27th day of July 2023.

-SEAL-





Notary Public, State of Florida
My commission expires:

Exhibit B

- Attorney Client Privileged -

To: Vaughn, Larissa <Larissa.Vaughn@myfloridalicense.com>

Alan Stickle, City Permitting Manager, repeated advised Legacy about failure to issue electrical permitting, and 3 missed inspections.

Legacy (per prior threats) is disregarding City instructions and threatens to install decking anyway. Marc Chapman at Dean Mead send Cease and Desist letter to keep them off the property and prevent further damages, and financial impacts to homeowner due to Legacy's refusals to comply. Legacy still has failed to show any interest and refers to me as 'instigating' this problem with the City.

2 attachments



2020 06 27 H Inspection Manager gives re-confirmation from City June 27 10am.pdf
103K



2020 06 30 Cease and Desist Letter to Legacy Pools.pdf
215K

Exhibit C



Rachel Cosgrove <rachgrove@gmail.com>

Cosgrove Inspections Approved

Chad Black | Legacy Pools <chad@legacypools.com>

Fri, Jun 26, 2020 at 8:44 PM

To: Marc Chapman <MChapman@deanmead.com>

Cc: Rachel Cosgrove <rachgrove@gmail.com>, Kristin Black | Legacy Pools <kristin@legacypools.com>, taylor hughes <hughestlaw@gmail.com>

Deck is going in tomorrow. I'm choosing to move this project forward. I would expect payment to be made by end of business on Monday.

Best Regards,

Chad Black
Legacy Pools LLC
www.legacypools.com
321-775-3621

On Jun 26, 2020, at 7:37 PM, Marc Chapman <MChapman@deanmead.com> wrote:

Chad,

Thank you for your emails. I saw you included your attorney so I will contact him on Monday and communicate directly with him. My client was told specifically by the City of Orlando's inspector's manager that Legacy was not in compliance with the electrical permitting and the inspection that must be completed before the Gunite is applied on a pool in Orlando. Two other Orlando based pool companies told us the same exact thing as did a large well respected electrical company. You said that you have placed a hold on the project which is fine because no one showed up the last two days as promised anyway

I looked up Mr. Hughes and I will call him Monday.

Marc
Sent from my iPhone

Marc D. Chapman
Attorney at Law
MChapman@deanmead.com
O: 407-841-1200 F: 407-423-1831 D: 407-428-5127
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Avenue, Suite 700, Orlando, FL 32801
Orlando | Fort Pierce | Tallahassee | Viera/Melbourne

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www.deanmead.com

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9 attachments



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Cosgrove Inspections Approved

Chad Black | Legacy Pools <chad@legacypools.com>

Fri, Jun 26, 2020 at 9:56 PM

To: Marc Chapman <MChapman@deanmead.com>

Cc: Rachel Cosgrove <rachgrove@gmail.com>, Kristin Black | Legacy Pools <kristin@legacypools.com>, taylor hughes <hughestlaw@gmail.com>

Also: There is no high voltage electric going to the pool at all. We do not install cheap 110 lights that WOULD require an electric inspection should there be a metal light niche installed requiring potting. That is NOT the case in this pool. We only use low voltage lights that are bonded at the pool equipment NOT at the shell. Much safer. Most other builders only install a typical 300w light that is required to be bonded. Again, we have performed the necessary inspection and per her context she can certainly bring in a third party inspector to confirm the quality and safety of the pool. Lastly, if it was a REQUIRED inspection it would not allow us to move onto the next inspection. Unless there is a significant glitch in there system, their system does not work that way. So we can waste time or we can move forward.

Best Regards,

Chad Black
Legacy Pools LLC
www.legacypools.com
321-775-3621

On Jun 26, 2020, at 9:26 PM, Marc Chapman <MChapman@deanmead.com> wrote:

Chad,

We have notified you in writing that we have a problem with the electrical work done at the site. You may disagree with us which is your right but no one will come onto Ms. Cosgrove's property and do any further work without Ms Cosgrove's express written permission which your paver/deck company now does not have. As I promised I would do, I will contact your attorney first thing on Monday. I also suggest that someone from Legacy contact the City of Orlando inspector's manager on Monday regarding the electrical issues. Rachel informed me that she actually previously provided those exact phone numbers to Legacy's project manager to call the Orlando inspector's to ensure it was complying with all City of Orlando regulations.

Because you have told me that Legacy now has counsel, I should be communicating directly with him. I assume your counsel is receiving these emails so he now knows to expect my call on Monday.

Marc

Sent from my iPhone

Marc D. Chapman
Attorney at Law
MChapman@deanmead.com
O 407-841-1200 F 407-423-1831 D 407-428-5127
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
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www.deanmead.com

[Click to view pictures]

9 attachments



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Exhibit D

AFFIDAVIT OF CHAD COOPER

BEFORE ME, the undersigned authority, personally appeared, Chad Cooper, after being duly sworn, states as follows:

1. My name is Chad Cooper. I am over eighteen (18) years of age and have personal knowledge of all the matters set forth in this affidavit.
2. I make this affidavit to contest claims and allegations made against me in the above referenced matter.
3. I am a pastor at Elevation Church's Melbourne Campus. As the pastor of Elevation Church, I never provided or assisted any acts (allegedly fraudulent or otherwise) committed by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad Black or Kristen Black.
4. I was not an employee, officer or director of Legacy Pools, and did not have any control over Legacy Pools' operations and activities. I was not an employee, officer or director

of any other business owned by Chad Black and Kristen Black, and did not have any control or participate in any way in the operations and activities of any such other business.

5. I never received any payment, money, or remuneration from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad Black and Kristen Black.

6. My spouse, defendant Jennifer Cooper, and I never received any sport or suburban utility vehicle from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

7. My spouse, defendant Jennifer Cooper, and I never received any extravagant or lavish gifts from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

8. I never received any luxury clothing, Armani pants, or Gucci purses from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

9. I never purchased gunite for Legacy Pools using an Elevation Church credit card.

10. I never purchased gunite for Legacy Pools tax free.

11. I did not receive any lavish vacations with any funds from Florida homeowners, nor do I have any knowledge that Kristen Black and Chad Black used funds from Florida homeowners to take lavish vacations.

12. Neither my spouse nor I received any payment or repayment for gunite purchases for legacy Pools in the form of "charitable donations" to Elevation Church from Chad and Kristin Black.

13. I do not manage the finances of the Melbourne Branch of Elevation Church. I do not manage donations made to the Melbourne Branch of Elevation Church.

14. I have no knowledge of Chad Blacks and Kristin Black's business dealings with Katie Gazboda, or of any assertion that the Blacks allegedly used her personal information to obtain a loan.

15. I was never informed by anyone at Elevation Church that any member of Elevation Church was allegedly defrauded by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

16. I am not aware of any charitable donations made to Elevation Church by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black that were obtained through any purported or alleged fraud or misconduct.

17. I never received any funds Plaintiff purports to have paid to Legacy Pools.

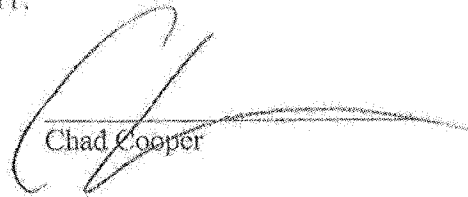
18. I never accepted a Suburban Utility Vehicle and exotic travel as inducements to do anything for Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools.

19. I have no knowledge regarding any cover up related to any alleged QuickBridge/Expansion Capital Group fraud or of any payments made to Black Mountain Design, LLC by Legacy Pools, Chad Black, Kristin Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

20. I have never been aware or had any knowledge of any purported fraud alleged to have been committed involving Legacy Pools, Chad Black, Kristin Black, Legacy Pools, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and

Kristen Black; I understood Legacy Pools to be functioning, operating, and legitimate pool construction company.

FURTHER AFFIANT SAYETH NAUGHT.


Chad Cooper

FLORIDA JURAT
FS 117.05(13)

State of Florida
County of Brevard }

Sworn to (or affirmed) and subscribed before me by
means of

Physical Presence,

— OR —

Online Notarization,

this 10 day of May, 2023, by
Day Month

Chad Cooper

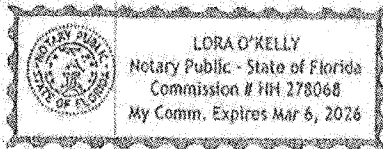
Name of Person Swearing or Affirming

Lora O'Kelly

Signature of Notary Public — State of Florida

Lora O'Kelly

Name of Notary Type, Printed or Stamped



Place Notary Seal Stamp Above

Personally Known

Produced Identification

Type of Identification Produced: _____

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of ~~Chad~~ Chad Cooper

Document Date: 5/10/23 Page 4

Signer(s) Other Than Affiant: n/a

AFFIDAVIT OF JENNIFER C. COOPER

BEFORE ME, the undersigned authority, personally appeared, Jennifer C. Cooper, after being duly sworn, states as follows:

1. My name is Jennifer C. Cooper. I am over eighteen (18) years of age and have personal knowledge of all the matters set forth in this affidavit.
2. I make this affidavit to contest claims and allegations made against me in the above referenced matter.
3. I am not an employee, officer, director or staff member of Elevation Church's Melbourne Campus. As the spouse of the pastor of Elevation Church's Melbourne Campus, Chad Cooper, I never provided or assisted any acts (allegedly fraudulent or otherwise) committed by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad Black or Kristen Black.
4. I was not an employee, officer or director of Legacy Pools, and did not have any control over Legacy Pools' operations and activities. I was not an employee, officer or director

of any other business owned by Chad Black and Kristen Black, and did not have any control or participate in any way in the operations and activities of any such other business.

5. I never received any payment, money, or remuneration from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad Black and Kristen Black.

6. My spouse, defendant Chad Cooper, and I never received any sport or suburban utility vehicle from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

7. My spouse, defendant Chad Cooper, and I never received any extravagant or lavish gifts from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

8. I never received any luxury clothing, Armani pants, or Gucci purses from Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

9. My spouse, defendant Chad Cooper, never purchased gunite for Legacy Pools using an Elevation Church credit card.

10. My spouse, defendant Chad Cooper, never purchased gunite for Legacy Pools tax free.

11. I did not receive any lavish vacations with any funds from Florida homeowners, nor do I have any knowledge that Kristen Black and Chad Black used funds from Florida homeowners to take lavish vacations.

12. Neither my husband nor I received any payment or repayment for granite purchases for Legacy Pools in the form of "charitable donations" to Elevation Church from Chad and Kristin Black.
13. I do not manage the finances of the Melbourne Branch of Elevation Church. I do not manage donations made to the Melbourne Branch of Elevation Church.
14. I have no knowledge of Chad Black and Kristin Black's business dealings with Katie Gazboda, or of any assertion that the Blacks allegedly used her personal information to obtain a loan.
15. I was never informed by anyone at Elevation Church that any member of Elevation Church was allegedly defrauded by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.
16. I am not aware of any charitable donations made to Elevation Church by Legacy Pools, Kristen Black, Chad Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black that were obtained through any purported or alleged fraud or misconduct.
17. I never received any funds Plaintiff purports to have paid to Legacy Pools.
18. I never agreed to do anything for Chad Black, Kristin Black, Legacy Pools, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools in exchange for any gift, money, or other remuneration; that is, I never accepted a Suburban Utility Vehicle and exotic travel as inducements to engage in fraud.
19. I have no knowledge regarding any cover up related to any alleged QuickBridge/Expansion Capital Group fraud or of any payments made to Black Mountain Design,

LLC by Legacy Pools, Chad Black, Kristin Black, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black.

20. I have never been aware or had any knowledge of any purported fraud alleged to have been committed involving Legacy Pools, Chad Black, Kristin Black, Legacy Pools, Jake Reynolds or anyone else acting or purporting to act on behalf of Legacy Pools or Chad and Kristen Black; I understood Legacy Pools to be functioning, operating, and legitimate pool construction company.

FURTHER AFFIANT SAYETH NAUGHT.

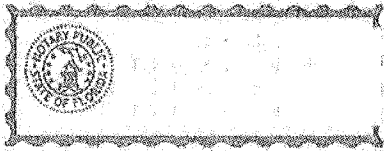

Jennifer C. Cooper

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME the undersigned authority personally appeared Jennifer C. Cooper, _____
who is (personally known to me) or _____ who has produced

[IDENTIFICATION].

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me this 10 day of
May, 2023.



Rosa O'Kelly
NOTARY PUBLIC

Exhibit E



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]