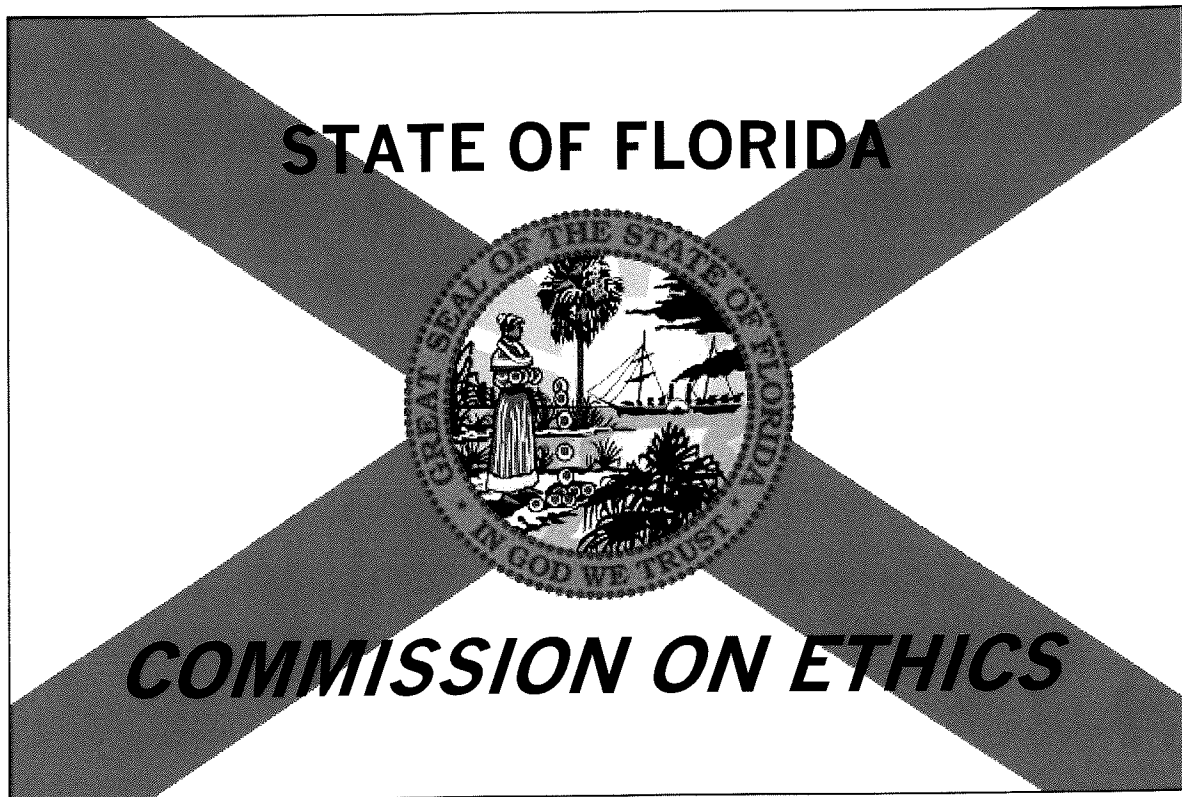


REPORT OF INVESTIGATION



Complaint Number 23-255

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter. *See Section 112.3215, Florida Statutes, regarding executive branch lobbying matters and confidentiality.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: VERA LYNN STONER
Former Mayor
City of Plantation
Plantation, Florida

COMPLAINT NO.: 23-255
Exhibits A through D

INVESTIGATED BY: Marian W. Lambeth
Marian W. Lambeth

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority: Kerrie J. Stillman
Kerrie J. Stillman
Executive Director
April 8, 2024
Date

* * * *

REPORT OF INVESTIGATION
COMPLAINT NO. 23-255

- (1) Broward County Office of the Inspector General (BOIG) Special Agent William Cates alleges (Vera) Lynn Stoner, the former City of Plantation Mayor, violated the Code of Ethics for Public Officers and Employees.
- (2) The complaint alleges that Strata Group, LLC, had a pending code enforcement case with the City of Plantation, Florida (the City) with a fine that had accrued to \$181,500. Strata Group's registered agent and managing officer at the time was allegedly the now-deceased Christopher Longworth.
- (3) The complaint alleges that the Respondent called a City building official, Mr. Adnan (Dan) Ezzeddine, and asked him for a favor to void code violations allegedly committed by Strata Group.
- (4) The complaint alleges that Respondent also asked Mr. Ezzeddine to write a letter to Mr. Longworth's bank stating that Strata Group had resolved the code violations related to the subject property and that the City had discharged the fines.
- (5) The complaint alleges that Respondent explained to Mr. Ezzeddine that Mr. Longworth was attempting to close on a new construction loan in New York City, but the bank would not close on the loan if the City's code enforcement case was still pending. Mr. Ezzeddine allegedly refused to comply with Respondent's request. The Respondent then allegedly stated she would write the letter herself and hung up on Mr. Ezzeddine.
- (6) Mr. Longworth allegedly emailed the Respondent a draft of the letter he needed written. The Respondent allegedly edited the draft from Mr. Longworth, only by changing the closing language, and adding the signature block of the City's Chief Administrative Officer, Jason Nunemaker, and placing it on the City's official letterhead.
- (7) The complaint alleges the Respondent signed this letter the day after she received the draft, which falsely asserted that Strata Group had resolved the code enforcement case and property lien. Allegedly, the Respondent was aware that these statements were false because Mr. Ezzeddine informed her that the violations were still outstanding and because Respondent had retrieved the City's code enforcement records herself, which allegedly reflected that Strata Group had not resolved its code violation, nor had it paid its fine. The Respondent also allegedly caused Mr. Nunemaker to sign the same letter.
- (8) Mr. Nunemaker allegedly provided the letter to Mr. Longworth, who then provided the letter to the lender and title company associated with the loan he was trying to obtain. According to the complaint, Mr. Longworth closed on the loan approximately two weeks after the subject letter was provided.
- (9) The complaint further alleges that the Respondent attempted to influence Mr. Ezzeddine to disregard his official duties with regard to Mr. Longworth's permit issues and

code violations for several months. In addition to the allegations above, the Respondent also allegedly pressured Mr. Ezzeddine to allow Mr. Longsworth to continue construction on a new project he began without obtaining a permit and also pressured him to keep City inspectors away from the site. Allegedly, after Mr. Ezzeddine repeatedly refused to comply, the Respondent terminated Mr. Ezzeddine's employment.

(10) The Executive Director of the Commission on Ethics noted that, based upon the information provided in the complaint, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Section 112.313(6), Florida Statutes (Misuse of Public Position).

(11) The Respondent, who is represented by Attorney Larry Davis, declined to be interviewed for this investigation.

(12) The Respondent was first elected as a member of the Plantation City Council in 2011, and she continuously served in that capacity until November 2018, when she was elected as Mayor. Plantation has a strong mayor form of government, which made Mayor Stoner the head of, and responsible for, all City administration. The Respondent lost her bid for re-election in November 2022.

(13) BOIG investigated the matters contained in this complaint and conducted a sworn interview with Former City of Plantation Building Official Andan Ezzeddine on January 24, 2023. The BOIG released its final report on July 25, 2023 (Exhibit A, pages 1 - 42).

(14) On May 5, 2023, the Broward County Office of the State Attorney conducted a sworn interview with Mr. Ezzeddine (Exhibit B).

(15) On May 23, 2023, Third Degree Felony¹ charges were filed against the Respondent, including Official Misconduct (Section 838.022(1), Florida Statute, and Falsifying Records (Section 839.13, Florida Statutes), and two counts of First Degree Misdemeanor charges of Falsely Holding Himself or Herself Out as a Certificateholder (Section 468.629(1)(a), Florida Statutes. (Composite Exhibit C, page 1).

(16) The instant complaint was placed in abeyance on March 21, 2024, pending the disposition of the criminal charges. Subsequently, it was taken off hold on March 9, 2026, following the disposition of the criminal charges against the Respondent.

(17) The Respondent held an active Florida Real Estate Broker or Sales License, with an initial licensure date of March 19, 1990, through March 31, 2024 (Composite Exhibit D, page 1). She also holds an active Certified General Contractor License, with an initial licensure date of July 9, 2004, and an expiration date of August 31, 2026 (Composite Exhibit D, pages 2).

¹ Case 23-5588 CF, filed in the Seventeenth Judicial Circuit of Broward County.

(18) The Respondent serves as President of Stoner Construction, Inc., a Florida Profit Corporation, with an initial incorporation date of March 5, 2004. Annual reports have been filed through May 2025 (Composite Exhibit D, pages 3-4).

(19) The Invesca Firm was founded in 2001, by the now-deceased Christopher Longworth. Mr. Longworth also served as the Registered Agent and Managing Officer of Strata Group, part of the Invesca portfolio that held/holds various building projects in the City of Plantation including Strata at Plantation, and PIXL at Plantation. In or around August 2019, the PIXL project experienced obstacles in its construction financing due to an outstanding property lien resulting from a 2018 code enforcement case that the City held on a separate Longworth property (Composite Exhibit E, page 1).

(20) The following paragraphs broadly outline sworn testimony collected by the BOIG and the Office of the State Attorney for the Seventeenth Judicial Circuit. Mr. Ezzeddine's testimony to both agencies was consistent and analogous. Mr. Ezzeddine retired from the City on November 1, 2020. Multiple attempts to reach Mr. Ezzeddine in regard to this instant case were unsuccessful.

STRATA

(21) The BOIG Report explains that the City lien at issue concerned a 2016 permit the City issued for interior building work at the property which housed Longworth's Strata office headquarters. The permit had expired and on March 2, 2018, and a City building inspector posted a notice of violation on the Strata property. The notice instructed the owner to obtain the necessary permits, or the matter would be presented to a Special Magistrate. On March 14, 2018, the Special Magistrate issued a Final Order finding Strata Group LLC did not appear at the hearing and the property remained in non-compliance. The Final Order required Strata Group to comply with the City Code of Ordinances or be subject to a \$250.00 fine for each day the Developer remained out of compliance. On May 16, 2018, the Special Magistrate entered a Supplemental Order/Claim of Lien finding the Developer failed to comply with the Final Order and that a fine of \$250.00 per day be specified, until such time as the Strata Group LLC complied with the Final Order (Composite Exhibit E, pages 1-9).

(22) In his sworn statement to the State Attorney, Building Official Andan Ezzeddine testified, that prior to him becoming the Building Inspector, Mr. Longworth had finished the building that housed his office (Strata) and that he did so without obtaining the required Certificate of Occupancy. He testified that he informed Mr. Longworth that he must clear up the violations and pay the fines for the Certificate of Occupancy to be issued. Mr. Longworth, he said, refused and indicated the Respondent would take care of it (Exhibit B, page 4).

(23) Mr. Ezzeddine advised the BOIG that the expired permit had been an ongoing issue and that Mr. Longworth attempted to persuade him to issue a new building permit. When he refused, advising Mr. Longworth that he must correct the violation and pay the fine, Mr. Longworth said "Mayor Stoner was going to take care of it." (Exhibit A, pages 12 and 13)

(24) Mr. Ezzeddine testified that the Respondent asked him to get rid of the violations and he replied there were life safety issues not to be compromised and that he offered to assist/guide Mr. Longworth to reach compliance. When the Respondent advised him that Mr. Longworth was occupying the space, he said he sent staff to post a violation, but someone tore the violation from the door and, he said, staff returned and posted a second notice

(25) Mr. Ezzeddine testified that in 2019, Mr. Longworth began seeking financing for the PIXL Project, an apartment development component of the Strata Group. On August 20, 2019, he said Mr. Longworth emailed the City's landscape reviewer stating he was surprised to find a lien on the associated records and that the company had complied with all City standards. City staff responded advising that his (Longworth's) landscaping violations were cleared and the violation was regarding the Strata lien. Mr. Longworth then forwarded the email string to Mr. Ezzeddine denying knowledge of the lien, and advising it was holding up the initial underwriting of the loan for the PIXL Project (Composite Exhibit F, pages 1-3).

(26) In February 2020, Mr. Longworth's title company advised him that the City lien on Strata needed to be resolved for the PIXL Project to move forward.

(27) On April 8, 2020, Mr. Longworth emailed two letters to the Respondent's City email address with the subject "Draft of code case." The email read, "This is what barry [sic] sent..."² At 6:03 pm, the Respondent forwarded the email and attachments to her personal email, and at 7:22 pm, she forwarded the attachment to her City of Plantation email. On the morning of April 9, 2020, at 8:39 am, the Respondent forwarded the letter to City Clerk Susan Slattery, requesting her to "get me the info re the CE please." Ms. Slattery responded at 11:19 am providing the requested information (Composite Exhibit F, pages 5-8).

(28) Mr. Ezzeddine advised BOIG that, on April 9, 2020, the Respondent called him requesting that he absolve Mr. Longworth of any code violations and any monies owed to the City (Composite Exhibit F, page 4). Specifically, he said the Respondent asked him to void the violation and to write a letter to Mr. Longworth's bank advising that the code violations were resolved and the fines discharged. Mr. Ezzeddine said he refused and he reported to BOIG that he informed the Respondent he believed she was aware that Mr. Longworth had a pending Code Enforcement case involving Strata and it was inappropriate for him to sign a letter that would facilitate issuance of a loan when the violations were not corrected. He reported that the Respondent replied, "OK, I will write the letter," and hung up the phone.

(29) Later the same day, Mr. Ezzeddine said, the Respondent's Chief Administrative Officer, Jason Nunemaker asked if he could read him a letter the Respondent had written and signed (Composite Exhibit F, page 13). Mr. Ezzeddine testified that, after reading the Respondent's letter, he explained to Mr. Nunemaker that no elected or appointed official can waive a code violation and to do so would violate Florida Building Codes. He said he told Mr. Nunemaker, "This is insane, you guys are insane, this is illegal, and I do not want to have any part of it."

² The BOIG report identifies "Barry" is the general counsel for Strata and the personal attorney for Mr. Longworth.

(30) Email records confirm that on April 9, 2020, at 1:01 pm, Chief Administrative Officer Jason Nunemaker emailed the letter, that was prepared on City of Plantation letterhead and signed by the Respondent, to Mr. Longworth. At 1:17 pm, on April 9, 2020, Mr. Longworth forwarded the email and attachment to Fidelity National Title, which subsequently authorized and disbursed loan proceeds of \$95,000,000.00 and \$7,000,000.00 to Mr. Longworth (Composite Exhibit F, pages 9-23).

(31) Mr. Ezzeddine testified to BOIG that, about a week following the email with Mr. Nunemaker, he read in an article that Mr. Longworth had received a \$106 Million Dollar loan. He reiterated that the Respondent had no authority to produce such a letter, she was not the building official authorized to draft such a letter, and that a building code violation cannot be removed arbitrarily.

PIXL

(32) Mr. Ezzeddine testified to the State Attorney that in July 2020, the Utility Department called and asked if he was aware there was activity at PIXL including cranes, pouring of concrete, and building of foundations. He said he reported that he advised he was not aware and that they did not have a permit. He then sent an inspector who confirmed the pouring of concrete and digging of foundations. He said he directed staff to post a violation, and a stop work order. Subsequently, someone removed the violations order and staff returned and posted them again (Exhibit B, page 6 and Composite Exhibit F, pages 24-41).

(33) Mr. Ezzeddine testified to the State Attorney that, shortly thereafter, the Respondent called him yelling and screaming and asking why he sent the inspector, and to just ignore what was happening at the PIXL site. He said he advised her that he was following the law and this was a public safety issue. He advised her to perform her duties as a Mayor, and he would perform his as a Building Official, and reminded her that she cannot interfere or attempt to coerce him in his decisions.

(34) Mr. Ezzeddine testified that, following issuance of the stop orders, Mr. Longworth began calling him and then the Respondent called and asked, "What the hell did you do? Didn't I tell you not to send the inspectors?" He said that he asked what she wanted now, and she replied, "You are going to remove those violations and let him continue working and he is going to correct the plans." He again said he advised the Respondent that she was interfering with his job and asked if she wanted him to pretend nothing happened. He said the Respondent responded affirmatively, adding it was an \$82 million dollar project in Plantation and it was important there were no violations (Composite Exhibit B, page 6).

(35) Shortly after the call, he said, the Respondent called again and asked about pictures of the job site. Mr. Ezzeddine said he advised the Respondent they had several photos of the foundation violations and of employees digging the foundation and putting in steel (Composite Exhibit F, pages 26-36). Upon seeing the photos, he said, the Respondent suggested that the workers were only cleaning. He said he responded to her that her explanation was an insult to anyone's intelligence and, as a contractor herself, he was disappointed she believed the photos showed cleaning. The Respondent, he said, then asked

him not to tell Mr. Longworth that she was aware of the violations and later, she sent him a text asking him not to "throw her under the bus" (Exhibit G, page 6).

NOTE: Exhibit G includes text messages between the Respondent and Mr. Ezzeddine.

(36) Mr. Ezzeddine said the Respondent accompanied him during an inspection of the site and, upon their arrival, there were many workers present who were digging. He said that Mr. Longworth was present and the three of them discussed the problems/violations. At one point, he said, after the Respondent answered a question about the work, she referred to herself and Mr. Longworth jointly as "we," which caused him to ask her if she was Longworth's partner or the Mayor of Plantation. He said that Mr. Longworth suggested they could agree to close the gate and continue working and no one would know what was taking place. To this, he said, he looked at the Respondent and asked if she brought him there to commit to a conspiracy so he could/would look the other way. He said that after they left, at the Respondent's request, they met Jason Nunemaker for lunch, during which the Respondent discussed Mr. Longworth's refusal to pay the processing fees and the Respondent stated that she would see that the fees were taken care of.

(37) Mr. Ezzeddine recalled that, during this time, the Respondent called him, sometimes crying, and she would ask that he call Mr. Longworth to tell him to stop yelling at her. He questioned what type of power Mr. Longworth had over the Respondent and remarked on Longworth's prior comments to him that he would do anything he wanted because he had them³ "in my pocket." Mr. Ezzeddine said he told Mr. Longworth he could not do anything he wanted in Plantation.

(38) Mr. Ezzeddine testified that he invited Mr. Longworth and his consultant to workshop with City staff to resolve the issues. He said they met via Zoom, with Mr. Longworth and his attorney. Shortly after starting the meeting, he said, Jason Nunemaker closed the Zoom session so they could discuss the violations with the attorneys, and, in doing so, the Respondent lost the feed. After being disconnected, he said, the Respondent barged into the meeting room, removed Mr. Nunemaker from the meeting, sat next to Mr. Ezzeddine and pointed her finger in his (Ezzeddine's) face saying she was researching all night and she knew how much power he had. She continued, he said, saying he could do anything he wanted, and he could allow the work to continue without a permit. Again, he said, he responded to her that he would not allow the work to continue without the required permit and, to do so, would be a violation of Florida Statutes. At this point, he said, Mr. Longworth's attorney asked what they could do, and he responded, "pull a permit."

(39) Mr. Ezzeddine said it was during this meeting that the Respondent leaned towards him and said, "Let them continue working" because the bank would be coming to check and they needed to see activity and that no one from the Building Department should go to the job site. He said that he again told her not to interfere with him performing his official duties. Mr. Ezzeddine testified that he continued with his duties, he did not wait for the bank to inspect the site, and he sent inspectors to the site.

³ Mr. Ezzeddine referenced the Respondent and an un-named county commissioner.

(40) Mr. Ezzeddine advised that he discussed with Mr. Longsworth the unresolved PIXL site issue and the Strata Office Headquarters Code Enforcement Case during a September 15, 2020, meeting. He noted this meeting was three days before his termination, and that, during this meeting, he advised Mr. Longsworth that there must be code compliance.

(41) Mr. Ezzeddine said that, at the time for his scheduled bi-weekly meeting with the Respondent, he was directed to a different office. When he entered, the Human Resource Director handed him a termination letter. He said he told the Human Resource Director there was no substantiation for his termination (Exhibit H).

(42) Mr. Ezzeddine said he contacted the BOIG, reporting that the Respondent terminated his employment after he refused to approve a permit for the PIXL Project.

(43) Christopher Longsworth died on December 22, 2020.

(44) The BOIG report indicates that following Mr. Longsworth's death, the remaining owners of Strata Group discovered and corrected the violations by obtaining a renewed permit. By June 18, 2021, the fine had accumulated to \$284,750.00 with an additional "out-of-pocket" City cost of \$962.85. Strata Group requested a reduction of the fine and the Special Magistrate reduced the total amount due to \$67,625.35. On September 9, 2021, under the Respondent's signature, the City acknowledged payment and released the lien (Composite Exhibit E, pages 10-14).

(45) On February 24, 2026, the Respondent entered a plea of Nolo Contendere to Count 1, Official Misconduct and to Counts 3 and 4, Influence a Building Official to Violate Florida Statutes. The Court withheld adjudication and placed the Respondent on Probation for 12 months, with each count to run concurrently, and allowing the Respondent to ask the court for early termination at six months. A Nolle Prosequi was issued on the charge of Falsification of Records (Composite Exhibit B, pages 5-19).

END OF REPORT OF PRELIMINARY INVESTIGATION

EXHIBIT A

EXHIBIT A



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Nick Sortal, Mayor, City of Plantation
and Members, Plantation City Council

From: Carol J. Breece, Inspector General *Carol J. Breece*

Date: July 25, 2023

Subject: **OIG Final Report Re: Former Mayor of Plantation Executed a False Letter on City Stationery or Letterhead to Help a Private Developer Secure At Least \$95 Million in Loans, Ref. OIG 20-011-M**

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. Our investigation determined that, during her time in office, the City of Plantation's former mayor, Lynn Stoner, engaged in several instances of misconduct, both criminal and ethical, to benefit a local developer and its president. Following our investigation, the Broward State Attorney's Office charged Mayor Stoner with official misconduct, falsification of records, and two counts of influencing a building official. She was arrested on those charges on May 30, 2023, and is currently pending trial.

Our investigation showed that, in April 2020, Mayor Stoner misused her public position and signed a letter on City stationery or letterhead that made several false assertions regarding the status of a code enforcement case that was the basis of a city property lien on one of the developer's properties. Specifically, the letter falsely stated that the developer had resolved the code enforcement case and property lien. Although Mayor Stoner knew the letter's assertions were false, she nevertheless misused her public position and signed it as mayor, because the property lien was complicating financing for one of the developer's projects known as the Pixl Project. The lender and title company relied on the false letter and, just days later, the lender and the developer closed on two pending constructions loans, one of which was for the Pixl project in the amount of \$95 million.

Our investigation further determined that, on several occasions, she also attempted to influence the city's building official to violate the Florida Building Code by ignoring its mandates when it came to the developer's projects. In perhaps the most egregious example of her unlawful attempts to influence the city's building official, Mayor Stoner attempted to pressure the building official to allow the developer to continue unpermitted construction on the Pixl project -- despite the fact that the building official had already issued a stop work order -- or, alternatively, to unlawfully issue the developer a permit. The

building official refused and instead authorized another stop work order on the project as the developer continued with unpermitted construction in violation of the existing stop work order. Mayor Stoner terminated the building official days later.

In accordance with our charter mandate, we are also referring or have referred this matter to the Florida Commission on Ethics for whatever action it deems appropriate.

cc: Hon. Steve Geller, Commissioner, Broward County
Hon. Hazelle P. Rogers, Commissioner, Broward County
Mr. Kerry Ezrol, City Attorney
Mr. Jason Nunemaker, Chief Administrative Officer

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

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OIG 20-011-M
July 25, 2023

*Former Mayor of Plantation Executed a False Letter on City Stationery
or Letterhead to Help a Private Developer Secure
At Least \$95 Million in Loans*

A-3



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *FORMER MAYOR OF PLANTATION EXECUTED A FALSE LETTER ON CITY STATIONERY OR LETTERHEAD TO HELP A PRIVATE DEVELOPER SECURE AT LEAST \$95 MILLION IN LOANS*

SUMMARY

The Broward Office of the Inspector General (“OIG”) has concluded an investigation into an allegation that former City of Plantation Mayor Lynn Stoner (“the Mayor” or “Mayor Stoner”) provided false information to benefit a private developer. We substantiated the allegation, finding that the Mayor engaged in a pursuit to wrongfully help the now deceased president and founder (“the Developer’s President” or “the President”) of a group of related development companies (“the Developer”) as well as the Developer itself. As Mayor Stoner’s efforts included lying to help the Developer secure at least \$95 million in loans and attempting to influence the City’s building official to violate his statutory duties under the Florida Building Code, her behavior amounted to criminal and ethical misconduct.¹

Our investigation determined that the Developer was building a multi-residential development within the City. One of the projects within this development, known as “the Pixl Project,” met obstacles in its construction financing because of an outstanding property lien that the City held on one of the Developer’s other properties as the result of a 2018 code enforcement case.

In the most egregious example of the Mayor’s conduct, in April 2020 she asked the City’s then-building official (“the Building Official”) to write a letter to the Developer’s lender saying that the violation and fines underlying the property lien were discharged when she knew they were not. In a conversation with the Building Official, she explained that the President needed the letter because the City’s code case, a code case that resulted in a lien, was hindering the President’s construction loan process. Because the violation and fines were not discharged and writing the letter would be illegal, the Building Official refused to write the letter. In response, Mayor Stoner told the Building Official that she would do it herself.

On the same day that the Building Official refused the Mayor’s request, the Mayor signed a letter on City stationery or letterhead—the draft of which the President provided to her—that falsely stated that the City had discharged the violation and waived the accrual of all fines, which by then had accumulated to approximately \$181,500.00. The President promptly sent that signed letter to the private equity firm in New York City funding his companies’ construction loan (“the Lender”), and the title insurance company (“the Title

¹ Misconduct is “any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse.” Broward County Charter Sec. 10.01 A.(2).

BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: FORMER MAYOR OF PLANTATION EXECUTED A FALSE LETTER ON CITY STATIONERY OR LETTERHEAD TO HELP A PRIVATE DEVELOPER SECURE AT LEAST \$95 MILLION IN LOANS

Company”) accepted the letter as proof that the property lien was removed. Days later, the Lender and Developer closed on two pending loans, one for \$7 million and a second for \$95 million.

Mayor Stoner also engaged in repeated attempts to improperly influence the Building Official to help the Developer. First, she pressured the Building Official to issue the Developer a new permit on the project that had the active code enforcement case without the Developer having to correct the violation, as well as pressured him to unlawfully discharge the Developer’s code violation or make false representations that he did so. She then pressured him to issue the Developer a permit on the Pixl Project or allow construction on the Pixl Project to proceed without a permit and in defiance of a stop work order. Within days of the Building Official’s authorization of an additional stop work order on the Pixl Project, the Mayor fired him.

Mayor Stoner’s acts amounted to official misconduct, a third-degree felony; falsifying an official record, a first-degree misdemeanor; attempting to improperly influence a building official, a first-degree misdemeanor; and misuse of public position, a state ethics violation.

In accordance with our charter mandate, considering the misconduct detailed below, we are referring or have referred this matter to the Florida Commission on Ethics and the Broward State Attorney’s Office for whatever action those agencies deem appropriate. The State Attorney has charged Mayor Stoner with one count of official misconduct, one count of falsification of records, and two counts of influencing a building official; Mayor Stoner was arrested on these charges on May 30, 2023.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the OIG to investigate misconduct and gross mismanagement by any official or employee of either the Charter Government of the County or a municipality within the County. It also empowers the OIG to investigate misconduct and gross mismanagement by those that provide goods and services to the County or any of its municipalities under contract for compensation. On her own initiative or based on a signed complaint, the Inspector General may find good cause and commence an investigation. As part of any investigation, the Inspector General is empowered to subpoena witnesses; administer oaths; require the production of documents and records; audit any program, contract, or operation of the County or any municipality; and audit the operations or performance of any provider relating to its contract for compensation with the County or any municipality.

The OIG is also empowered to issue reports, including recommendations; to require officials to provide reports regarding the implementation of those recommendations; and to notify the appropriate civil, criminal, or administrative agencies charged with enforcement. If there is no appropriate agency for enforcement, the Inspector General may bring a quasi-judicial enforcement proceeding before an administrative hearing officer.

BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: **FORMER MAYOR OF PLANTATION EXECUTED A FALSE LETTER
ON CITY STATIONERY OR LETTERHEAD TO HELP A PRIVATE DEVELOPER SECURE AT LEAST \$95 MILLION IN LOANS**

INDIVIDUAL COVERED IN THIS REPORT

Former Mayor Lynn Stoner

City voters first elected Lynn Stoner as a City council member in 2011, and she continuously served in that capacity for seven years until November 2018, when the voters elected her as mayor. The City has a strong mayor form of government, which made Mayor Stoner the head of and responsible for all city administration. She lost her run for re-election in November 2022.

Mayor Stoner holds a certified general contractor license and is the president of Stoner Construction, Inc., which she incorporated in 2004.

RELEVANT GOVERNING AUTHORITIES

Florida Statutes

Section 112.312 Definitions. — . . .

(9) “Corruptly” means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties. . . .

Section 112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.— . . .

(6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. . . .

Section 468.603 Definitions.—As used in this part: . . .

(2) “Building code administrator” or “building official” means any of those employees of municipal or county governments, or any person contracted, with building construction regulation responsibilities who are charged with the responsibility for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance. This term is synonymous with “building official” as used in the Florida Building Code. One person employed or contracted by each municipal or county government as a building code administrator or building official and who is so certified under this part may be authorized to perform any plan review or inspection for which certification is required by this part, including performing

BROWARD OFFICE OF THE INSPECTOR GENERAL

**FINAL REPORT RE: FORMER MAYOR OF PLANTATION EXECUTED A FALSE LETTER
ON CITY STATIONERY OR LETTERHEAD TO HELP A PRIVATE DEVELOPER SECURE AT LEAST \$95 MILLION IN LOANS**

any plan review or inspection as a currently designated standard certified building official under an interagency service agreement with a jurisdiction having a population of 50,000 or less. . . .

(6) "Certificate" means a certificate of qualification issued by the department as provided in this part. . . .

Section 468.604 Responsibilities of building code administrators, plans examiners, and inspectors.—

(1) It is the responsibility of the building code administrator or building official to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of their governmental jurisdiction, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. The building code administrator or building official shall faithfully perform these responsibilities without interference from any person. These responsibilities include:

(a) The review of construction plans to ensure compliance with all applicable sections of the code. The construction plans must be reviewed before the issuance of any building, system installation, or other construction permit. The review of construction plans must be done by the building code administrator or building official or by a person having the appropriate plans examiner license issued under this chapter.

(b) The inspection of each phase of construction where a building or other construction permit has been issued. The building code administrator or building official, or a person having the appropriate building code inspector license issued under this chapter, shall inspect the construction or installation to ensure that the work is performed in accordance with applicable sections of the code. . . .

Section 468.629 Prohibitions; penalties.—

(1) No person may: . . .

(f) Threaten, coerce, trick, persuade, or otherwise influence, or attempt to threaten, coerce, trick, persuade, or otherwise influence, any certificate holder to violate any provision of this part. . . .

(2) Any person who violates any provision of this part commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Any person who violates any provision of this part after a previous conviction for such violation commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

Section 838.014 Definitions.— As used in this chapter, the term:

(1) "Benefit" means gain or advantage, or anything regarded by the person to be benefited as a gain or advantage, including the doing of an act beneficial to any person in whose welfare he or she is interested,

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including any commission, gift, gratuity, property, commercial interest, or any other thing of economic value not authorized by law. . . .

Section 838.022 Official misconduct.—

(1) It is unlawful for a public servant or public contractor, to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another, by:

(a) Falsifying, or causing another person to falsify, any official record or official document; . . .

(2) For the purposes of this section: . . .

(b) An official record or official document includes only public records.

(3) Any person who violates this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Section 839.13 Falsifying records.—

(1) Except as provided in subsection (2), if any . . . public officer, . . . or any person whatsoever, . . . shall fraudulently alter, deface, or falsify any minutes, documents, books, or any proceedings whatever of or belonging to any public office within this state; or if any person shall cause or procure any of the offenses aforesaid to be committed, or be in anywise concerned therein, the person so offending shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. . . .

INVESTIGATION

Investigation Overview

This investigation originated from allegations that Mayor Stoner provided false information to benefit a developer. We substantiated the allegations. We determined that Mayor Stoner engaged in the crimes of official misconduct and falsifying an official record when she executed a false letter to enable the Developer's President or his companies to obtain at least \$95 million in construction loans. She also engaged in the crime of attempting to improperly influence a building official when she pressured the City's building official to: (1) sign a false letter to help the Developer obtain the loans, (2) improperly issue the Developer a permit, (3) allow the Developer to continue construction without a permit, and (4) allow the Developer to continue construction in defiance of a stop work order. We found that the Mayor's conduct also constituted a violation of the state's ethics code prohibition against corrupt misuse of public position.

The OIG's investigation involved the review of a substantial number of records including but not limited to City records from various departments, construction loan records, title insurance services records, campaign finance reports from the City and the state, and records from private companies. OIG staff also reviewed

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City council meeting records and videos as well as interviewed former and current City officials and employees and employees from various private institutions.

The Developer, Its Projects, and Contributions That Benefited the Mayor's 2018 Election

The Developer is a group of businesses that purchased land for its development projects that mainly consisted of multi-family residences, such as 300- to 400-unit apartments and townhomes. Given the complexities of commercial property development and financing, the Developer was comprised of at least one corporation and several limited liability companies.

The Developer's President was the president and co-owner of one of the Developer's entities, which, according to its website, he founded in 2001. He appeared as the other entities' registered agent, authorized member, or authorized manager. He was also the general contractor on development projects. After he died in December 2020, the Developer's other owners, two brothers unrelated to the President, took over the daily management of the corporation.

By 2018, the Developer designed a master plan which involved multiple phased projects. One of the phased projects was a multi-residential project known as the Pixl Project located at 4400 N.W. 9th Court in Plantation. The first phase of the master plan was a multi-family, residential, 147-townhouse complex known as Strata at Plantation. The second phase was a multi-family apartment complex known as Pixl at Plantation.

Another phased project within the master plan was the remodeling of an existing building located at 4350 N.W. 8th Court, A, Plantation² for the Developer's office headquarters.³ The Developer was also the general contractor for these projects.

The City's records show that, on June 29, 2018, three of the Developer's companies, each listed with the address of 4350 NW 8th Court, Plantation, FL 33317, each donated the statutory maximum per person contribution to a candidate's election campaign, that is, \$1,000.00 (a total of \$3,000.00) to Lynn Stoner's 2018 campaign to be elected mayor. (Exhibit 3)

Florida Division of Election records reflected that one of the Developer's companies, listed with the address of 4350 NW 8th Court, Plantation, FL 33317, contributed a total of \$8,000.00 to a political action committee called Floridians for a Safer Tomorrow, and the wife of the Developer's general counsel⁴ contributed another

² The City originally assigned the address 4350 W. Sunrise Blvd. to the project at the start of the building process. The different projects' addresses later included 4350 N.W. 8th Court and 4400 N.W. 9th Court in Plantation.

³ According to the City's permitting records for permit number B16-03666, one of the Developer's companies owned the property and another was the property's tenant. (Exhibit 1) The President appeared in the company's articles of organization as its registered agent as well as an authorized manager. (Exhibit 2) Given the number of entities involved in the development and financing of the projects we discuss in this report, as well as the fact that either the Developer's President or the Developer appeared on those entities' articles of organization, we refer to those entities collectively as the Developer's companies.

⁴ Witnesses described the Developer's general counsel also as the President's lawyer.

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\$15,000.00. (Exhibit 4) In total, Floridians for a Safer Tomorrow collected \$31,000.00 in monetary contributions for the November 2018 general election, \$23,000.00 of which were contributions by the Developer or someone with a relationship to the Developer.

Floridians for a Safer Tomorrow reported a total of \$23,079.98 in expenditures for "printing services" and "printing/mailling services" for the same general election cycle. (Exhibit 5) Vendor invoices reflected that these printing expenditures were for materials that benefited Mayor Stoner's 2018 mayoral campaign, as they communicated either support of Mayor Stoner or criticism of one of her opponents. (Composite Exhibit 6)

City Code Enforcement Case Results in a City Lien on Developer's Property

On or about November 7, 2016, the City issued the Developer permit number B16-03666 for interior building work on building A at the property located at 4350 N.W. 8 CT, the building remodel for the site of the Developer's headquarters. (Exhibits 1 and 7) The permit expired on May 6, 2017. On March 2, 2018, as the permit had expired, a City building inspector posted a notice of violation on the property. (Exhibit 8) The notice, which was dated February 28, 2018, identified the code enforcement case number as CE18-00541 and instructed the owner to obtain the necessary permits by March 7, 2018, or a special magistrate would hear the matter on March 14, 2018.⁵

The Developer neither corrected the violation nor appeared before the special magistrate on March 14, 2018. As such, the special magistrate entered an order directing the Developer to comply with the City's ordinances by April 13, 2018, or be subject to a \$250.00 fine for every day the Developer remained out of compliance after April 13, 2018. (Exhibit 10)

On May 16, 2018, the special magistrate entered a Supplemental Order/Claim of Lien. (Exhibit 11) Noting that the Developer had again failed to comply with the court's order, the special magistrate ratified the \$250.00 daily fine beginning April 14, 2018, and continuing until the day the Developer complied as the order directed. Furthermore, the special magistrate ordered the fine to constitute a lien against the property. The City filed its lien with the county on June 7, 2018. (Exhibit 12)

The Developer's Vice President of Development told us and City records corroborated that, after the President's death, the Developer's remaining owners discovered and corrected the violation by obtaining a renewed permit (B21-01586) on May 27, 2021. (Composite Exhibit 13) According to city records, by June 18, 2021, the fine in CE18-00541 had accumulated to \$284,750.00 with an additional "out-of-pocket" city cost of \$962.85. (Exhibit 14) Upon the company's request, the special magistrate reduced the total amount due (fine and city cost) to \$67,625.35. (Exhibit 15) The City ultimately released the lien on September 9, 2021. (Exhibit 16)

⁵ The City subsequently issued an amended notice of violation dated March 6, 2018, which reflected a correction to the permit number. (Exhibit 9)

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City Lien on Developer's Property Affects the Pixl Project Loan

The Developer started the process to obtain financing for the Pixl Project from the Lender by late 2019.⁶ (Exhibit 17) The Title Company⁷ first listed the City's property lien as one of several requirements for the policy's title commitment on February 21, 2020. (Exhibit 18)

The Title Company's Assistant Vice President explained that a title commitment is a document that a title insurance company provides to the parties reflecting the results of its property search, to include any encumbrances to a clear title. The parties receive many preliminary versions of a title commitment before the title insurance company ultimately finalizes it. Title requirements are comments on a title commitment reporting the property title status and the records that underwriting reviewed in its search. While most title requirements are standard, other requirements could appear separately listed. The Assistant Vice President explained that an outstanding property lien is an example of a requirement that would be separately listed from the standard requirements.

The Assistant Vice President also explained a property lien's effect on a title insurance transaction. If a lien remained on the property, then the title requirement would remain on the title commitment. If the Title Company decided to issue the title insurance policy despite the requirement, then it also would have to decide the limits of the policy.

Similarly, the Lender's Managing Director explained that, if the requirement stemming from a property lien remained on the title commitment, the Lender would also have decisions to make. Specifically, the Lender would have to decide how to proceed considering the risks associated with the property having a claim that preceded any claim the Lender would have. An unresolved title commitment requirement would become an exception to a title insurance policy, which the Managing Director said is not ideal for a lender.

The Developer's President Unsuccessfully Urges the Building Official to Issue a New Permit Without the Developer Complying with the Violation and Paying the Fine Underlying the City Lien

City email records suggested that the Developer's President became aware of the lien from CE18-00541 and was addressing it with the City by August 20, 2019. On that day, he emailed the City's Chief Landscape Plans Reviewer a screenshot of what appeared to be a record from the City's code enforcement case database showing the details of the record on CE18-00541. (Exhibit 19) In the email, the President wrote:

⁶ According to the Lender's Managing Director, the Developer originally sought a \$65 million loan to finance the Pixl Project but ultimately secured loans totaling \$102 million--\$95 million of the \$102 million loan was for the Pixl Project and the other \$7 million was for a separate property in Pompano Beach.

⁷ The Title Company provided title insurance services. Title insurance is a form of insurance that protects lenders and buyers from financial loss stemming from defects in a title to a property. Retrieved from https://www.investopedia.com/terms/t/title_insurance.asp on January 22, 2023. The Title Company's representative explained to us that title insurance companies assist parties prepare documents for closings and issue title insurance policies after closings.

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Good morning [Chief Landscape Plans Reviewer's name] I hope all is well

We are in the process of clearing all of our title work on [one of the Developer's projects] in order to start the process of the pixel loan and I was made aware of this lien to my surprise. . . .

Can you please look into this and let me know this is an urgent matter for us, if there's nothing you can do about it please let me know also so I can seek help from administration as I need to get this cleared right away.

The Chief Landscape Plans Reviewer responded that the building department issued the violation that was "holding a lien."

Later that day, the President forwarded that response to the Building Official, writing that the lien was holding up the Pixl Project loan, as depicted in OIG Figure 1, below:

I had no idea there was a lien on the property but I do remember ADAM sending tony out to put a sticker on the window, at that time you and I agreed to meet to discuss the extensions. This is holding up the initial underwriting for the PIXL loan

Please call me asap. Thanks!

OIG Figure 1: Excerpt from the August 20, 2019, email from the Developer's President to the Building Official, explaining that the lien was "holding up" the Pixl Project loan process (Exhibit 19).

The Building Official said he recalled the August 20, 2019, email, because the Developer's expired permit on the office headquarters building had been an ongoing issue. He told us that the Developer's President and he agreed to meet in his (the Building Official's) office, but when the President arrived at the meeting and saw that the Building Official had also invited the assistant building official⁸ who was involved in issuing the notice of violation on the office headquarters building, the President walked out.

That night the President called the Building Official and attempted to persuade him to issue the office headquarters building a new permit. The Building Official told the President that the Developer could not obtain a new permit until he complied with the violation and paid the outstanding fine. The Building Official explained to us that the Developer had violated the Florida Building Code by failing to get final inspections. As the existing permit had expired, in order to comply with the violation, the City needed to issue a new permit, which meant that the Developer would have to expose for inspection parts of the work already completed.⁹

⁸ This assistant building official has since left the City. See Footnote 32.

⁹ The Building Official explained that, in instances where construction work was already completed without a permit, portions of the work must be uncovered or otherwise made available for inspection. If closed up, this would require the contractor to break open

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The President refused to comply with the violation and repeated what he said to the Building Official in his past refusals to comply with the violation and pay the fine—he told the Building Official once again that he would not pay the City “a dime” in fees, because Mayor Stoner was going to take care of it.

The Mayor Lies to Help the Developer Circumvent the City Lien

The Building Official told us that, after the August 20, 2019, call with the Developer’s President ended, Mayor Stoner also called and asked him why he was giving the President a hard time. The Building Official told her that he was not giving the President a hard time and that the President said she was going to handle the fine. She got angry at the Building Official and denied having said that to the President.

In addition to telling us about the conversations he and the President had about CE18-00541 on August 20, 2019, the Building Official told us about a conversation he had with Mayor Stoner on April 9, 2020.¹⁰ Mayor Stoner called him requesting a “favor.” She wanted him to void the violations in CE18-00541 and to write a letter to the President’s bank saying that the Developer had resolved the code violations on its headquarters building and saying that the City had discharged the fines. Mayor Stoner told him that the President was flying to New York City to close on the loan that Saturday, but the bank would not close on the loan if the code enforcement case was still pending. She wanted the Building Official to “make it go away” and give her the letter. According to the Building Official’s contemporaneous handwritten notes, Mayor Stoner told him to address the letter to “[Name], [Lender], 520 Madison Ave. Suite 3501 New York, NY 10022.”¹¹ (Exhibit 20)

The Building Official considered it inappropriate for the Mayor to ask him to sign off on a letter for the Developer so he could get a loan when she knew there was an open code enforcement case. The Building Official told her he would not waive the violations because the Developer had still not corrected the violations. He also told her he would not write the letter because it would be illegal.

Mayor Stoner replied that she would write the letter and then hung up on him.

A string of City emails showed that, by April 8, 2020, the President and Mayor Stoner were already engaged in an effort to secure such a letter. On April 8, 2020, at 2:46 p.m., the President emailed Mayor Stoner’s City email address with a subject line, “Draft of code case.” The email, which read, “This is what [Name]¹² sent,” had two attachments: (1) “94629 Letter from CITY OF PLANTATION.pdf” and (2) “94629 Letter from CITY OF PLANTATION.docx.” (Exhibit 21) The attachments were .pdf and .docx versions of the same letter, purportedly from Mayor Stoner on behalf of the City, which stated on its face that it was to serve as

whatever sealed the unpermitted work. His explanation coincided with Broward County Amendments to the Florida Building Code (6th Edition) Sec. 110.1, authorized by Fla. Stat. Secs. 553.73(4)(a) and (b).

¹⁰ While the Building Official originally estimated the conversation took place in late March or early April, he later told us that he consulted his notes, which reflected the conversation took place on April 9, 2020. He provided us with a picture of his notes from that conversation. (Exhibit 20)

¹¹ According to the Lender’s website, this was the name of its managing principal and co-founder and the address of its New York offices. Retrieved on May 25, 2023, from <http://www.madisonrealtycapital.com/our-firm/about>.

¹² This name was the same first name as the individual who served as the Developer’s general counsel and whom witnesses also described as the President’s lawyer.

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“confirmation that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied.”

To be sure, on its face, the draft letter was from the Mayor—not the Building Official—to confirm that the City had waived the accrual of all fines and deemed the violations discharged and satisfied. A screenshot of the .pdf version of the draft letter follows:

CITY OF PLANTATION
OFFICE OF THE MAYOR
400 NW 73rd Avenue
Plantation, Florida 33317

April 8, 2020

Re: CITY OF PLANTATION vs. STRATA GROUP, LLC
CASE NO: CE18-00541

To Whom It May Concern:

This letter is provided in reference to case number CE18-00541, which was a Code Enforcement case involving the Strata Group project and the specific premises location of 4350 NW 8th Court, in Plantation, Florida.

The Strata group project is a well-known approved development within the City of Plantation. The developer and owner, Strata Group LLC and its principal Christopher Longworth, previously submitted a request for the City of Plantation to release any pending violation claims and fines as established in the above referenced case. The developer has established to the satisfaction of the City of Plantation that the conditions for which the accrual of fines arose, have been corrected and eliminated. In response to the developer's request to provide a recordable instrument to confirm the release and waiver of any fines or violation claims arising from or relating to the referenced case, Strata Group has been informed that due to the conditions created by the COVID-19 situation, municipal staff have not been available to process such requests for the release and waiver.

Accordingly, in response to current circumstances where Strata Group urgently requires confirmation that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied. The letter will serve as such confirmation to all interested parties. At such time as the City of Plantation is able to have its legal staff and administration process a formal document for recording in the public records to confirm this, arrangements will be made to do so. This letter is provided so that all interested parties may rely upon the confirmation of these matters as described herein.

Sincerely,

Mayor Lynn Stoner

OIG Figure 2: The document titled, “94629 Letter from CITY OF PLANTATION.pdf,” an attachment to the President’s April 8, 2020, email to Mayor Stoner (Exhibit 21).

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Later that evening, at 6:03 p.m., the President forwarded the same email with the attachments to Mayor Stoner's personal email address.¹³ (Exhibit 22) At 7:22 p.m., she forwarded the email and attachments to her City email address. (Exhibit 22)

The next morning, that is, the morning of April 9, 2020, Mayor Stoner forwarded the April 8, 2020, email the President had sent to her City email address, along with the attachments, to the City Clerk¹⁴ and asked the Clerk to provide her with information about the code enforcement case. (Exhibit 23) Notably, the Clerk replied the same day with an attachment containing records from the code enforcement case file at 11:19 a.m. (Exhibit 24) These records included the Notice of Violation, the Amended Notice of Violation, the Final Order, the Supplemental Order/Claim of Lien, and the Notice of Hearing to Confirm Fine. At 11:22 a.m., three minutes after the Clerk forwarded Mayor Stoner records reflecting that the Developer's code enforcement case CE18-00541 had not been resolved, Mayor Stoner forwarded the 7:22 p.m. email she sent from her personal email to her City email the night before, along with the attachments, to her administrative assistant with instructions to print it and "give to [City Chief Administrative Officer ("CAO")] ASAP." (Exhibit 22)

That afternoon, the CAO emailed the Developer's President the final and executed version of the letter that the Developer's President had provided Mayor Stoner. (Exhibit 25) In the April 9, 2020, email with the subject line, "[Developer's project¹⁵] Letter," the CAO wrote:

... I hope this email finds you healthy. Please find attached a letter regarding the resolved issues at [Developer]. Do not hesitate to call if you have any questions. Be well.

(Exhibit 25)

As seen below, the letter the CAO provided the President amounted to the letter the President sent to Mayor Stoner the day before, but with a different closing and on City stationery or letterhead with Mayor Stoner's signature and the addition of the CAO's signature block and signature,¹⁶ as shown below:

¹³ We determined that the President's 6:03 p.m. forwarded email contained the same attachments as his 2:46 p.m. email upon observing that one of the attachments was the same .pdf document and the other attachment was an .htm file linking to a file titled, "94629 Letter from CITY OF PLANTATION.docx."

¹⁴ The City Clerk at that time has since retired.

¹⁵ The project's name was misspelled.

¹⁶ The Mayor's administrative assistant recalled neither Mayor Stoner's April 9, 2020, email to her nor the attachments. However, she told us that she routinely prepared documents Mayor Stoner sent her for signature.

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OFFICE OF THE MAYOR
Lynn Stoner
Mayor



CITY COUNCIL
Nick Sortal
President
Denise Horland
President Pro Tem
Erik Anderson
Ron Jacobs

April 8, 2020

Re: CITY OF PLANTATION vs. STRATA GROUP, LLC
CASE NO: CE18-00541

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Accordingly, in response to current circumstances where Strata Group urgently requires confirmation that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied. The letter will serve as such confirmation to all interested parties. At such time as the City of Plantation is able to have its legal staff and administration process a formal document for recording in the public records to confirm this, arrangements will be made to do so. This letter is provided so that all interested parties may rely upon the confirmation of these matters as described herein.

Cordially,

Lynn Stoner
Mayor

Jason Nunemaker
Chief Administrative Officer

City of Plantation
400 NW 73rd Avenue • Plantation, Florida 33317
Telephone: 954-797-2221 • Fax: 954-797-2223
Mayor@Plantation.org

OIG Figure 3: The document titled, "SKM C75920040911560.pdf," an attachment to the City CAO's April 9, 2020, email to the Developer's President (Exhibit 25).

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The President responded, "Thank you so much [CAO's first name]! I hope you and your Family are staying safe. Take care." (Exhibit 26)

The Lender's records showed that on April 9, 2020, at 1:17 p.m., fifteen minutes after the CAO emailed the City's letter to the President, the President forwarded the email and attachment to the Developer's general counsel as well as to other parties, including Lender representatives.¹⁷ (Exhibit 27)

On April 16, 2020, in an email, the Title Company's Assistant Vice President asked to see the email thread attaching the City's letter to ensure that it originated from the City. (Exhibit 28) Approximately ten minutes later, staff from the Developer's general counsel's office responded, attaching the thread between the President and the CAO, which we determined included the City's letter. (Exhibit 28) The Assistant Vice President responded, "This is sufficient to remove the city lien. thanks." (Exhibit 29)

As of the date of the Mayor's false letter, April 8, 2020, the fines in CE18-00541 had accumulated to approximately \$181,500.00.¹⁸

The Lender closed on the loan for the Pixl Project on, or about, April 24, 2020, and the Lender lent \$95 million to four of the Developer's companies. (Exhibit 30) The Lender also lent \$7 million to another of the Developer's companies.¹⁹ (Exhibit 31)²⁰

On August 14, 2020, the Building Official directed the City's Chief Structural Inspector, who was then a structural inspector, to report to the Pixl Project site.²¹ Upon observing workers working on the site, she issued a stop work order that same day.²² (Exhibit 32) The events that followed the stop work order showed Mayor Stoner's continued pattern of pressure meant to influence the Building Official to violate the edicts of the Florida Building Code.

¹⁷ The Lender produced to the OIG the President's email to its representatives forwarding the CAO's email, which reflected an attachment titled, "SKM C75920040911560.pdf." The Lender also produced the City's letter. While the attachment in the CAO's email was not hyperlinked, we determined that it was the City's letter, because the City's letter was also titled "SKM C75920040911560.pdf." Furthermore, the Lender numbered the President's two-page email MADISON0009252 and MADISON0009253. The City's letter, which the Lender numbered MADISON0009254, immediately followed those two pages.

¹⁸ The OIG estimated this amount, calculating \$250.00 for each day starting April 14, 2018, the date the magistrate ordered the fine to start running, and ending April 8, 2020, the date of the false letter (726 days).

¹⁹ The Developer's President was the managing member of this company, and its registered agent was listed as such on another of its companies. Retrieved on February 23, 2023, from search.sunbiz.org.

²⁰ The President and one of the Developer's companies were the two authorized members of one of the four borrower companies. Retrieved on February 23, 2023, from search.sunbiz.org. The President was the authorized member of a second borrower company. Retrieved on February 23, 2023, from search.sunbiz.org. The President was the manager and registered agent for a third borrower company. Retrieved on February 23, 2023, from search.sunbiz.org. And the President was the manager and one of the Developer's companies was listed as the registered agent for a fourth borrower company. Retrieved on February 23, 2023, from search.sunbiz.org.

²¹ While pictures of the unpermitted worked identified the Pixl Project site's address as 4400 N.W. 8th Court, the City's permit records identified the site's address as 4300 N.W. 9th Court. (Exhibit 32, Exhibit 33) Notwithstanding the address discrepancy, City emails showed staff referred to permit B20-00509 as the permit for the Pixl Project.

²² The City opened code enforcement case CE20-01974 on August 17, 2020. (Exhibit 34)

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On the evening of Friday, August 14, 2020, Mayor Stoner called the Building Official at home. She told him that she did not know he was going to shut down the Developer's job site and said that the Developer's President was going to call him. She asked the Building Official to not "throw me under the bus." The Mayor and the Building Official agreed to meet at the Pixl Project site that Monday, August 17, 2020. While the Building Official discouraged her from being involved as she was the mayor, she told him she wanted to see the project for herself. The Mayor followed up their phone conversation with a text, which the Building Official provided us, again instructing him to not "throw me under the bus." (Exhibit 35)²³

When the Building Official and Mayor Stoner arrived at the job site that Monday, August 17, 2020, they observed 25 to 27 workers working on the foundation and columns without authorization and without a permit. When the President arrived, he attempted to convince the Building Official to let him continue working without a permit. The Building Official pointed out that the workers had poured concrete for the foundation, which they would have to remove for inspection. Mayor Stoner responded that "we" were not going to dig out the concrete.²⁴ The Building Official reminded her that he was the building official and that he gave the orders on construction matters.

The President continued to try to convince the Building Official to allow him to proceed, arguing that nobody knew about the unpermitted construction other than the three of them. As the men argued, Mayor Stoner told them both to calm down. The Building Official left the site with Mayor Stoner, and they met the CAO for lunch. The Building Official reported that, at lunch, the CAO and he advised Mayor Stoner to not interfere with his and other directors' decisions on the building plans and permit issues, and she agreed.²⁵

But Mayor Stoner's persistence continued. On August 17, 2020, she texted the then-City Engineer, "Need you to sign off Pixl plans today please" (emphasis in original). (Exhibit 36) The City Engineer responded that he could not, as there were various outstanding comments on the plans, some of which pertained to life safety issues, that the Developer needed to address. She directed him to send the list of issues that night to the Developer's President.

Mayor Stoner also repeatedly texted the Building Official about the permit both before and after the August 17, 2020 site visit, which texts he provided us. (Exhibit 37) These texts, which ranged from July 20, 2020, through August 25, 2020, showed her continued questions about the permit status and delays.²⁶ Furthermore, City emails showed that Mayor Stoner continuously questioned the Building Official's

²³ The screenshot that the building official provided us reflected the building official having received the text on "Friday." August 14, 2020, was a Friday.

²⁴ The Building Official told us that he questioned the Mayor as to whom she meant by "we." She did not respond.

²⁵ While the CAO recalled meeting the Building Official and Mayor Stoner for lunch, he said he did not recall when it was or the substance of any conversation.

²⁶ While some of the texts had date stamps, others did not. The Building Official provided us the dates for those texts that did not reflect a date stamp.

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administrative assistant about the Pixl Project permit, also in July 2020. The Building Official was copied in the majority of those emails. (Composite Exhibit 38)

Mayor Stoner Urges the Building Official to Allow the Developer to Resume Working Despite the Stop Work Order on the Pixl Project Site

The Building Official also told us about a combined in-person and Zoom video conference meeting that took place on September 15, 2020, between the Developer's President, his team, attorneys for both the Developer and the City, several City department heads involved in the Pixl Project's permit, the CAO, and Mayor Stoner. (Exhibit 39) They discussed outstanding issues that the President needed to address for his company to obtain the Pixl permit.

Once that discussion was over, the CAO asked everyone to leave except for the attorneys and some building department staff, as he wanted to address the stop work order issue. The CAO muted the Mayor from the Zoom meeting; he told the OIG that he did not want her involved in the discussion. Mayor Stoner came into the in-person meeting and argued with him because she was muted from the Zoom meeting. She told the CAO if he did not like that she was there, he could leave, and he did.

After the CAO left, Mayor Stoner focused on the Building Official. She told him, "[I]t all comes back to you with this" and told him he needed to fix the problem since he had so much "power." She said she had been researching his power since "8:30 last night."

The Building Official responded that he would be violating the building code by allowing the President to continue working on the project despite the violations that the Developer had already committed.²⁷ Mayor Stoner responded that the Building Official could allow the President to proceed with construction. Mayor Stoner then sat next to the Building Official and whispered to him to let the President work because the bank was coming Wednesday.²⁸ As explained below, this would allow the bank to see ongoing construction on the site of its investment. The Building Official responded, "I am not going to jeopardize my license, I am not going to be investigated by anybody." His then-administrative assistant was sitting next to him.

Mayor Stoner then announced to the group, "I just want to make sure everybody listens to this, I am not pushing [the Building Official] to do anything In case you get the phone call." When the Building Official told her he did not know what she meant, she clarified, "Maybe the OIG . . . so you tell them I did not push you." However, according to the Building Official, by then, Mayor Stoner had already "pushed," "cursed," and "yelled at" him. After the meeting, Mayor Stoner called him and told him she did not want him to think she was "pushing" him. He responded, "You already did."

²⁷ Allowing the developer to continue working under the circumstances ran afoul of Broward County Amendments to the Florida Building Code Secs. 105.1 (requiring a permit for construction), and 115.3 (proscribing the unlawful continuance of work after a stop work order).

²⁸ The date of the meeting, September 15, 2020, was a Tuesday.

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We spoke to the CAO and several City department directors who attended the meeting. We also spoke to the person who was the Building Official's administrative assistant.

The CAO told us that he urged the Mayor not to participate and that he turned the Zoom connection off once they began the portion of the meeting addressing the stop work order issue. He said he did not want the Mayor to have any part in that meeting given everything that was going on. He explained that, by the time of the meeting, he was aware that, contrary to what Mayor Stoner told him and what he asserted over his own signature, the President had not resolved the Developer's prior code enforcement case. He (the CAO) memorialized his discovery in a September 15, 2020, email to himself describing having realized the inaccurate nature of the April 8, 2020, letter after reviewing a code enforcement spreadsheet that showed the code enforcement case still outstanding. (Exhibit 40)

Mayor Stoner walked into the in-person meeting wanting to know who ended the Zoom connection. The CAO told her he did. The Building Official began to talk about the permit. The Mayor suggested that the governor's COVID order extending permits meant that no permits were necessary.²⁹ The CAO shook his head after hearing her suggestion, and the Mayor told the CAO if he did not like it, he could leave. The CAO got up and left the meeting.

We spoke to the other City department directors who were listed as being at the meeting, all of whom still worked at the City. They either did not recall being at the meeting or did not recall details of the meeting.

However, the Building Official's Administrative Assistant had some recollection of the events that took place at the meeting. She recounted Mayor Stoner coming into the meeting and an exchange taking place between the CAO and the Mayor where she said something to him about leaving if he did not like it, after which the CAO left. The Administrative Assistant also recalled a discussion between Mayor Stoner and the Building Official, who said something about his license and that he could lose his license. She believed the discussion was about the Pixl Project.

The Building Department Issues an Additional Stop Work Order on the Pixl Project Site, and Mayor Stoner Terminates the Building Official

The following week saw a sequence of events that culminated with the Building Official's termination.

The Building Official recounted that, on September 22, 2020, he received a call from a City staff member who advised there were workers working at the Pixl Project site even though the stop work order was still in effect. He called the Chief Structural Inspector and again directed her to report to the site. Once she did, she advised him that she could not access the site because the gate was locked. Furthermore, the stop work order sign that was previously posted on the gate had been removed. Removing a stop work order and

²⁹ In August 2020, the Developer began construction on the Pixl Project without a permit. Although the state declared a state of emergency on March 9, 2020, through Executive Order 20-52, that order operated to extend relevant time periods for existing permits. The supporting authority had no language to suggest that a state of emergency operated to suspend requirements to obtain a permit. Fla. Stat. Sec. 252.363.

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preventing an inspector's access to a job site were further violations of the building code. The Chief Structural Inspector took photos of what she observed. The Building Official then ordered a new stop work order and the initiation of a new code enforcement case.³⁰

The Building Official called the CAO and advised him that the Developer's President was working again at the Pixl Project site. The CAO said he would advise Mayor Stoner of the situation. Shortly thereafter, the CAO and Mayor Stoner called the Building Official. The Building Official told us that Mayor Stoner cursed at him during the call. She later called him again, yelling and asking him why he would send inspectors. She asked him why he could not have waited until the next day to send inspectors after the bank had approved the payment application.³¹

The CAO recalled being involved in a conversation with Mayor Stoner and the Building Official regarding re-inspecting the Pixl site. There was an issue with workers being on site. According to the CAO, Mayor Stoner asked the Building Official to not have inspectors go out during a specific time frame because bank representatives were going to be there doing inspections. The CAO explained that banks have representatives check a project's progress to ensure the project was meeting milestones. After that meeting, the CAO cautioned Mayor Stoner that instructing the Building Official to not have inspectors go to the site because bank representatives were going there was putting her at risk of supporting financial fraud if Pixl engaged in any kind of financial wrongdoing. He explained to the OIG that he was concerned, explaining that, had the bank disbursed funds assuming there was no issue with the project because they saw workers on site and had the Developer's President absconded with those funds, Mayor Stoner could have seemed complicit.

On September 24, 2020, the City's human resources director ("HR Director") met the Building Official at his (the Building Official's) regularly scheduled bi-weekly meeting with Mayor Stoner. When Mayor Stoner and the CAO arrived, Mayor Stoner told the Building Official that the City had been receiving complaints about the building department and presented him with a letter of termination. The Building Official told us that he had no knowledge of the complaints. As such, he asked the Mayor for specifics, but she did not provide him any. She provided him with a one-page letter saying that he was terminated effective immediately. (Exhibit 42)

While she could not remember the exact day, the HR Director told us she thought that Mayor Stoner approached her about terminating the Building Official no more than a week before September 24, 2020. Although the Mayor had not spoken about terminating him before then, she had complained about the Building Official not doing things she wanted him to do. For instance, the HR Director recalled that Mayor Stoner complained that he would not fire an assistant building official.³² The day Mayor Stoner approached the HR Director about terminating the Building Official, she instructed the HR Director to write a

³⁰ The City issued the Developer a Notice of Violation in CE20-01974 on September 24, 2020, citing violations of Florida Building Code Secs. "104.25.1: Concealed Work," "105.1: Permits Required," and "116.1.2: Incomplete buildings or structures commenced without a permit." (Exhibit 41)

³¹ As reported above, according to the Building Official, at the September 15, 2020, meeting, Mayor Stoner told him to allow the Developer's President to work because the bank was coming on "Wednesday." September 23, 2020, was a Wednesday.

³² She named the assistant building official who was involved in issuing the stop work order on the developer's office remodeling project, who ultimately resigned from the City. He is not the assistant building official who became the Successor Building Official.

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termination letter based on complaints. The HR department had not received any complaints about the Building Official prior to his termination. Mayor Stoner told the HR Director that she would have her assistant bring the HR Director the complaints she had. When Mayor Stoner's assistant brought her a folder of complaints about the Building Official, the HR Director made a note on the folder that she received them after his September 24, 2020, termination date.

We reviewed the documents in that folder, which consisted of approximately 20 email threads dating back to early 2018. (Composite Exhibit 43) Several of the emails were inquiries about building department closures given COVID-19, as well as emails asking for expedited services given the sender's unique situation. While many of the emails questioned the amount of time it took for the building department to issue a permit or conduct an inspection, of those approximately 20 email threads, three were complaints about the Building Official personally or the inability to reach him.

Upon the Building Official's September 24, 2020, termination, the then-assistant building official succeeded the Building Official, initially in an interim capacity. He told us that he lifted the stop work order and allowed the Developer's President to proceed with the construction work, with no further pouring of concrete, until the Developer's President could produce a forensic report for the concrete that the Developer had already poured on the foundation. According to him, the Florida Building Code provided him authority to allow a developer to work without a permit. He subsequently issued the Developer a foundation only permit in November 2020. He became the City's building official in December 2020.

The Mayor's Acts Constituted Criminal and Ethical Misconduct

Our investigation determined that Mayor Stoner persisted in a course of action intended to benefit the Developer or its President in their development of the Pixl Project. The public expects a city's mayor to act on behalf of residents and businesses to benefit them, but the acts we report here were outside the legal bounds of what the public, through its legislature, has deemed acceptable.

1. Official Misconduct

Mayor Stoner signed and caused the City CAO to sign a false letter (OIG Figure 3, above) that was to serve as a City record purportedly proving that the City had waived all fines associated with CE18-00541 and had deemed the violations discharged and satisfied. Although the assertions within the letter were false, Mayor Stoner nevertheless signed it to help the Developer's President or the Developer secure the financing for their development project within the City. Indeed, the last line of the letter read, "This letter is provided so that all interested parties may rely upon the confirmation of these matters as described herein." (OIG Figure 3, Exhibit 25)

Mayor Stoner's acts constituted official misconduct, a criminal violation of state law, as Section 838.022(1)(a) of the Florida Statutes prohibits a public servant from knowingly and intentionally obtaining

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a benefit for anyone by falsifying or causing another person to falsify an official record or official document which is a public record.³³ The commission of official misconduct amounts to a third-degree felony.

The letter was an official record or official document and a public record.

Our investigation established that Mayor Stoner executed this false letter to knowingly and intentionally obtain a benefit for the Developer, its President, or both. Specifically, the investigation established that:

- the City's property lien became an issue during the Developer's construction loan application process or financing,
- Mayor Stoner knew that the City's property lien was complicating the Developer's financing,
- Mayor Stoner executed the false letter to help the Developer overcome that complication, and
- Mayor Stoner knew the letter was false.

A The City's Lien Complicated the Developer's Financing

At the outset, the Title Company's Assistant Vice President explained to us that the Title Company discovered the existence of the lien during the underwriting process and listed it as a title requirement. Indeed, the property lien appeared on the Title Company's February 21, 2020, title commitment that the Assistant Vice President sent to several parties, including the Developer's general counsel. (Exhibit 18)³⁴ If the Developer did not resolve the lien, the Title Company would have had to decide whether to proceed with providing title insurance and, if so, what the limits of its policy would be, considering the pending lien.

The Developer's President knew that the lien was a hindrance to his financing even before the Title Company discovered its existence. Indeed, he plainly communicated it to the Building Official in his August 20, 2019, email, "This is holding up the initial underwriting for the PIXL loan." (OIG Figure 1, Exhibit 19)

B. The Mayor Knew the Lien Was Complicating the Developer's Financing

Witnesses we interviewed told us that Mayor Stoner knew that the property lien was affecting the President's financing and had spoken about the need for a letter indicating the code enforcement case

³³ "'Public records' means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." Fla. Stat. Sec. 119.011(12).

³⁴ As the email thread that attached the February 21, 2020, title commitment spanned over 20 pages, this exhibit is limited to the specific email forwarding the title commitment and the title commitment itself.

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was resolved. As reported above, the Building Official told us that, on April 9, 2020, Mayor Stoner told him she wanted him to write a letter waiving the code violations on the Developer's office headquarters building and discharging the fines due to the City. Mayor Stoner told the Building Official that the President was flying to New York City to close on the loan that Saturday but the bank would not close on the loan if the code violation in the code enforcement case was still pending. She wanted the Building Official to "make it go away" and give her the letter. When he refused, Mayor Stoner told him she would write the letter.

The CAO also told the OIG that Mayor Stoner knew that the code enforcement case was interfering with the Developer's loan process. He recounted that, on April 9, 2020, Mayor Stoner gave him the letter in OIG Figure 3 (Exhibit 25) to sign. The letter already had her signature when she brought it to him. He recalled Mayor Stoner telling him that the President was going through some type of financing for the project and that the City's code case was "holding him up." Something was going on with the President's financing that it was important not to have the property encumbered with a lien. She told him that the code enforcement case had been complied. It made sense to him that the City could not provide another type of record given the COVID situation. The CAO, who was Mayor Stoner's direct subordinate, told us that he took Mayor Stoner's assertions at face value and signed the letter.³⁵

C The Mayor Executed the Letter to Help the Developer Overcome That Complication

The following false assertions appeared within the letter:

- "The developer has established to the satisfaction of the City of Plantation,"
- "the conditions for which the accrual of fines arose, have been corrected and eliminated,"
- The Developer "has been informed that due to the conditions created by the COVID-19 situation, municipal staff have not been available to process such requests for the release and waiver,"
- "[I]n response to current circumstances where [the Developer] urgently requires confirmation that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied. The letter will serve as such confirmation to all interested parties," and
- "At such time as the City of Plantation is able to have its legal staff and administration process a formal document for recording in the public records to confirm this, arrangements will be made to do so."

³⁵ The Building Official told us the CAO read the letter to him and that he told the CAO he hoped he had not signed the letter because he was aware there was a violation. The CAO said he did not think he spoke to the Building Official before signing the letter.

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The Title Company's Assistant Vice President told us she accepted the letter as verification that the lien had been paid and removed the lien from the title commitment in reliance on the documents that the City provided.

Likewise, the Lender's Managing Director told us that if the property lien remained on the title commitment, the Lender would have also had to decide how to proceed, considering the risks associated with the property having a claim on it that preceded any claim the Lender would have.

We established that the Developer's President provided the letter to the Lender and the Title Company, both of which relied on its substance. The Title Company relied on it to remove the City's property lien from the list of requirements on the title commitment, and the Lender relied on it to confirm that the City of Plantation had no encumbrances on the property.

D. The Mayor Knew the Letter Was False

Mayor Stoner's assurance to the CAO that the Developer had resolved the City's code enforcement case and property lien was not true. Her behavior both before and after she executed the letter showed that she was aware of the untruthful nature of the declaration that the City had released and waived the Developer's fines and deemed its violation corrected and eliminated.

First, on April 9, 2020, the same day she signed the letter dated April 8, 2020, she had tried to persuade the Building Official to write the letter. He refused to do so, telling Mayor Stoner that the Developer had not resolved the code enforcement case. He made it clear that it was still outstanding, as the Developer had not complied with the violation. As it had not complied with the violation, it could not pay the fines so that the City could withdraw the property lien.³⁶ The Building Official told Mayor Stoner that writing a letter stating otherwise would amount to fraud. That was when Mayor Stoner told the Building Official that she would write the letter herself.

Next, City emails showed that, before forwarding the letter to her administrative assistant to print and give to the CAO, Mayor Stoner sought and received the City's code enforcement records for CE18-00541, which reflected that the Developer had neither resolved the violation nor paid the outstanding fine. The code enforcement case was still open, and the property was still encumbered.

When the CAO later confronted Mayor Stoner about the untruthfulness of the letter, her response was also instructive. On September 15, 2020, after reviewing a code enforcement spreadsheet that showed the code enforcement case still outstanding—and realizing the inaccurate nature of the April 8, 2020, letter—the CAO emailed himself a note. (Exhibit 40) The CAO told us that he confronted Mayor Stoner about the untruthful nature of the letter. Mayor Stoner acted like it was "whatever." She made it seem like the President had lied to her and that it was not her fault. However, even after

³⁶ The CAO explained that, in order to pay fines associated with a code enforcement case, a violator must first comply with the violation.

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the CAO told the Mayor by September 2020 that the assertions in her April 8, 2020, letter were false, she did not act to correct them. The City's records were devoid of any notation or other indication that Mayor Stoner withdrew or attempted to withdraw the letter or otherwise renounced its assertions, further showing that she was aware of the false nature of the assertions at the time she made them.

Despite the Building Official informing Mayor Stoner that the Developer had not resolved the code enforcement case and despite her having actual knowledge of the Developer's non-compliance, she falsified an official, public record stating otherwise. That is, she signed and had the CAO sign a letter from the City—on City stationery or letterhead—to serve as “a recordable instrument” that falsely confirmed “the release and waiver of any fines or violation claims arising from or relating to” CE18-00541. (Exhibit 25) Because she did so to obtain a benefit for the Developer's President and his company, she engaged in official misconduct.

2. Falsifying an Official Record

We determined that Mayor Stoner's execution of the April 8, 2020, letter (OIG Figure 3, Exhibit 25) amounted to another crime.

Section 839.13, Florida Statutes, titled “Falsifying records,” forbids, among other things, the act of fraudulently falsifying or causing another to falsify “any minutes, documents, books, or any proceedings whatever of or belonging to any public office within this state” A violation of this statute constitutes a first-degree misdemeanor.

The Building Official told us and the City's records showed that, contrary to the letter's declaration, as of the date of the letter, the Developer had not corrected and eliminated the violation which led to the code enforcement case. We calculated that, as of the date of the letter, the unpaid fines were approximately \$181,500.00—and rising. Furthermore, the City had neither discharged the violation that led to the code enforcement case nor waived the associated fines.

For the same reasons cited above, the OIG concluded that Mayor Stoner willfully and knowingly falsified the April 8, 2020, letter, an official and public record.

3. Attempting to Improperly Influence a Building Official

Our investigation further established that Mayor Stoner continually pressured the Building Official to disregard his official duties in handling the Pixl Project's permits and code violations. However, the Building Official stood firm. Mayor Stoner ultimately terminated him on September 24, 2020. The events leading up to his termination showed that Mayor Stoner engaged in a pattern of attempts to influence a building official—one or more additional criminal violations.

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Part XII of Chapter 468 the Florida Statutes, specifically, section 468.604(1), outlines a building official's statutory duties. These duties include supervising and enforcing the permitting and inspection of construction and remodeling of structures within the building official's jurisdiction when permitting is required under the Florida Building Code. To that end, a building official must ensure the review of construction plans to ensure compliance with applicable authority before issuing a permit as well as ensure the inspection of each phase of construction after he or she issues a permit. Failing to lawfully execute these duties and responsibilities constitutes grounds for disciplinary action by the Florida Building Code Administrators and Inspectors Board within the Department of Business and Professional Regulation, which can include permanent revocation, suspension of a certificate, an administrative fine up to \$5,000 for each offense, reprimand, and probation.³⁷

Furthermore, a building official must faithfully execute his responsibilities without interference.³⁸ Thus, should anyone "attempt to threaten, coerce, trick, persuade, or otherwise influence, any certificateholder" to violate any provision of Part XII of Chapter 468 commits a first-degree misdemeanor.³⁹ A building official is a certificateholder, that is, a certified building code administrator.⁴⁰ Witness interviews and City records illustrated Mayor Stoner's continual attempts to influence or persuade the Building Official to disregard his statutory responsibilities as the City's building official with regard to the Developer's project.

At the outset, it was evident to City staff that the Developer's President considered Mayor Stoner his ally in getting the City to do his bidding. On September 15, 2020, upon discovering that the Developer's code enforcement case was still open, in an email to himself, the CAO memorialized that the Developer's President had a history of "name dropping" Mayor Stoner. (Exhibit 40) The CAO also told us that he learned from the Building Official and the Utilities Director that the President, when talking to City staff, referenced the Mayor as what the CAO described as a "pressure point." We saw evidence of that in the President's August 20, 2019, email to the City's Chief Landscape Plans Reviewer, where the President asked to let him know if she could not do anything about the property lien in CE18-00541 because, if not, he would seek help from "administration." (Exhibit 19)

And, indeed, the Mayor acted like a "pressure point." Specifically, the investigation established that:

- Mayor Stoner exerted pressure on the Building Official to unlawfully issue a new permit to the Developer without the Developer having to comply with the violation or pay the outstanding fines for the code enforcement case on the project,

³⁷ Fla. Stat. Sec. 468.621

³⁸ Fla. Stat. Sec. 468.604(1)

³⁹ Fla. Stat. Sec. 468.629(f)

⁴⁰ Fla. Stat. Sec. 468.603(3), (6). According to the Florida Department of Business and Professional Regulation's website, the Building Official has held a building code administrator license since April 26, 2007. Retrieved on June 19, 2023, from <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=>.

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- Mayor Stoner exerted pressure on the Building Official to unlawfully discharge the violation and fines or falsely state that the City had discharged the violation and fines, and
- Mayor Stoner exerted pressure on the Building Official to unlawfully allow the Developer to continue construction on the Pixl Project job site without a permit and without complying with a violation.

A. Pressure to Issue a New Permit Without Complying With the Violation

As discussed above, the Building Official told us that, on the night of August 20, 2019, Mayor Stoner called and told the Building Official that the Developer's President was going to call him. When the Developer's President did call him, the President attempted to get him to issue the Developer's office headquarters remodeling project a new permit without complying with the violation and paying the outstanding fine. Complying with the violation to obtain a new permit meant the Developer would have to uncover its unlawfully covered construction or remodeling work for inspection by the building department.

The President repeated to the Building Official what he had said in the past when he refused to comply with the violation and pay the fines—that he would not pay the City “a dime” in fees, as Mayor Stoner was going to take care of them.

After the Building Official's call with the President, Mayor Stoner called the Building Official and asked him why he was giving the President a hard time. This signaled that the President and the Mayor had discussed the substance of President's call to the Building Official. On the Building Official's call from the Mayor, he told her that he was not making it hard on the President—he was following the code. When he said that the President had told him that she was going to take care of it, the Mayor started yelling at him, saying she was not going to take care of anything.

This was an attempt to improperly influence the Building Official to issue the Developer a new permit without having to comply with the law.

B. Pressure to Unlawfully Discharge Code Violations or Make False Representations

Whereas Mayor Stoner's August 20, 2019, discussion with the Building Official may have been a subtle effort to influence the Building Official to improperly issue the President a new permit, Mayor Stoner's subsequent April 9, 2020, request was not so subtle. It was an overt attempt to illegally influence the Building Official that proved the Mayor's intention to help the Developer or the Developer's President all along.

As described above, on April 9, 2020, Mayor Stoner called the Building Official and asked him to write a letter waiving the code violations on the Developer's office remodeling project as well as discharging

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the fines due to the City. She wanted the Building Official to make the code enforcement case “go away” and give her the letter because the President was flying to New York City to close on the loan that weekend, explaining that the bank would not close on the loan if the code enforcement case was still pending. The Building Official refused.

He explained to us that the Developer violated the Florida Building Code by allowing the permit to expire as well as by failing to obtain required final inspections. As such, the Developer would have to obtain a new valid permit. To obtain a new permit, it would need to have the City review and approve its plans. It would also need to expose for inspection parts of the work it had already completed. If the Building Official were to discharge the code enforcement case on the Developer's project without taking these steps, he would violate Section 110.1 of the Broward County Amendments to the Florida Building Code.

As the Building Official refused to write a letter waiving the code violations, Mayor Stoner said she would write it herself and hung up on him.

Although the Building Official ultimately refused to write the letter, Mayor Stoner's request was still unlawful. Her position as the mayor and the Building Official's superior made her request to break the law inherently coercive given her ability to terminate him at will. Furthermore, by the time she requested the Building Official to write the unlawful letter, Mayor Stoner had already asked the Building Official why he was making it hard for the Developer, which added to the coerciveness of the request for the letter. Accordingly, this was another of the Mayor's attempts to improperly influence the Building Official.

C Pressure to Allow Work Without A Permit

Mayor Stoner's conduct at the September 15, 2020, meeting amounted to another instance of criminal wrongdoing.

Whereas Mayor Stoner was involved in the first part of the meeting—the part where the attendees discussed outstanding issues that the Developer's President needed to address for his company to obtain a permit for the Pixa Project—the CAO did not want her involved in the second part of the meeting. As the topic of discussion was going to be the stop work order on the property, he did not want the Mayor to have any part in that meeting for reasons that included the fact that, contrary to what Mayor Stoner had told him, the President had not resolved the code enforcement case in the preceding project. The CAO left the meeting at Mayor Stoner's invitation, when he did not agree with her proposition as to what the governor's COVID-19 executive order allowed the Building Official to do.

The CAO's concern with Mayor Stoner's attendance at the second part of the meeting was well grounded, considering that Mayor Stoner tried again to coerce the Building Official to violate the Florida Building Code during that portion of the meeting. After the CAO left, Mayor Stoner

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pressured the Building Official, saying, “[I]t all comes back to you with this,” that he needed to fix the problem since he had so much “power,” and that she had been researching his power since “8:30 last night.” She was clear as to what she wanted the Building Official to do; she wanted him to let the Developer’s President continue the unpermitted construction.

When the Building Official protested that doing so would be a violation of the building code, she continued attempting to coerce him to do her bidding by telling him that he could allow the President to proceed with construction. Mayor Stoner then sat next to the Building Official and whispered to him to let the President work because the bank was coming Wednesday. The Building Official told Mayor Stoner, “I am not going to jeopardize my license, I am not going to be investigated by anybody.” The Building Official’s administrative assistant, who was sitting next to the Building Official at this time, recalled the meeting and there having been a discussion between Mayor Stoner and the Building Official, who said something about that it was his license and that he could lose his license.

The Building Official again refused to bow to Mayor Stoner’s demands.

Despite the fact that the Mayor’s attempts to pressure the Building Official to issue an improper permit to the Developer or to allow the Developer to continue working without a valid permit failed, her behavior at this meeting amounted to another attempt to improperly influence the Building Official.

On September 22, 2020, one of the Building Official’s subordinates called him and reported going to the Pixl Project job site, observing the removal of the stop work order notice, and being locked out. The Building Official authorized her to issue a another stop work order on the Pixl Project. He called the CAO to report what happened, and the CAO said he would notify the Mayor. Shortly thereafter, the CAO and the Mayor called the Building Official. Mayor Stoner cursed at him during the call, and later called him again, yelling and asking him why he would send inspectors before the bank had been to the site and approved the payment application—as she had told him at the September 15, 2020, meeting that they would. This episode, coupled with the Mayor’s firing of the Building Official two days later, further evidenced the Mayor’s motive to help the Developer and her intent to coerce the Building Official into violating his duties.

The assistant building official who replaced him in an interim capacity the same day subsequently lifted the stop work order and allowed the unpermitted construction to continue until the Developer could obtain a foundation only permit.

Our investigation determined that Mayor Stoner engaged in conduct that was one or more “attempt[s] to threaten, coerce, trick, persuade, or otherwise influence” the Building Official to violate his statutory duties as the City’s building official, yet further instances of criminal misconduct.

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4. Ethical Misuse of Position

In addition to constituting criminal misconduct, Mayor Stoner's execution of the false letter and attempts to influence the Building Official to violate the Florida Building code to benefit the Developer's President and his company constituted ethical misconduct under state law.

As a public official, Mayor Stoner was bound to the state ethics code codified at Part III of Chapter 112 of the Florida Statutes. Section 112.313(6), titled Misuse of Public Position, prohibits a public officer from corruptly using or attempting to use "his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others." "Corruptly" is defined in the law to mean "done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties."⁴¹

Our investigation determined that Mayor Stoner corruptly used or attempted to use the weight of her official position as the City's strong mayor or corruptly performed or attempted to perform her official duties to secure special benefits or exemptions for the Developer or its President.

As detailed above, first, the Mayor knew that the City's lien on the Developer's property was complicating the Developer's financing on the Pixl Project—financing worth at least \$95 million. The Mayor executed a letter on City stationery or letterhead to help the Developer overcome that complication, and the Mayor knew that the assertions in that letter were false.

Second, following the approval of the loan, Mayor Stoner attempted to corruptly use her position to influence the Building Official to favor the Developer with additional special benefits—continued but illegal construction on the Pixl Project—or exemptions under the building code to which the Developer was not entitled.

Mayor Stoner's conduct established that she misused her position in violation of the state ethics code.

The Mayor Declined to Interview with the OIG

The OIG invited Mayor Stoner to interview with us in conjunction with this investigation. Through counsel, she declined.

INTERVIEW SUMMARIES

As a part of the investigation, OIG investigators conducted several interviews. The statements made in significant interviews are summarized below.

⁴¹ Fla. Stat. Sec. 112.312(9).

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1. Interviews of the Building Official

The Building Official started with the City in approximately 1995. He was the City's director of design and construction for 17 years and was the City's building official since approximately 2016. He held several state professional licenses and sat on the county's Board of Rules and Appeals ("BORA") certification committee. The Building Official took notes of his meetings.

Mayor Stoner fired him on September 24, 2020, for not approving a permit for a commercial construction project named "The Pixl Project." The project Developer's President was Mayor Stoner's close friend. He was the developer for the Pixl Project and the Strata Project, both of which were in the City.

On August 20, 2019, the Developer's President forwarded the Building Official an email in which he asked about a pending lien on one of the Developer's project's properties. The lien stemmed from a building department code enforcement case. The Developer's President had been aware of the violation, as he had always refused to take care of the problem by pulling a new permit so that the City could re-inspect the property. The Developer's President had previously told him and several other City staff members that he was "never going to pay a dime, Lynn Stoner will take care of it." The Developer's President and the Building Official routinely had the same discussion—the Developer's President would disappear for two or three weeks and then return and want to meet regarding the violations. It was the same story every time.

After the Developer's President forwarded the Building Official the August 20, 2019, email, he called him to discuss the code case issue. They agreed to meet at the Building Official's office. When the Developer's President showed up at the meeting, he walked out because the former assistant building official was also there.

Later that night, Mayor Stoner told the Building Official that the Developer's President was going to call him. During the call, the Building Official and the President discussed the lien. The Building Official went over the violations with him, and the President responded that he was not going to pull a new permit or "pay a dime," because Mayor Stoner was going to take care of it.

Mayor Stoner called the Building Official after the President's call and asked him why he was giving the President a hard time. He told her he was not making it hard on him—he was following the code. He was trying to help the President pull the permit, but he refused to do it because he said that Mayor Stoner was going to take care of it. Mayor Stoner started yelling at him, saying she was not going to take care of anything.

In early April 2020, Mayor Stoner called the Building Official and requested a "favor." She wanted him to write a letter absolving the Developer's President from any code violation on the Strata Project and indicating that the President did not owe the City any money. She explained that the President was flying to New York the next day to finalize documents and that the bank was refusing to close on

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a loan with an open violation. The Mayor wanted the Building Official to eliminate the violation. The Building Official told her the City had an open code enforcement case on the President. In fact, the President had a pending fine resulting from the code enforcement case. The building department had opened the code enforcement case against the President approximately four years earlier for failing to obtain the necessary final inspections for his company's headquarters office that was under construction. The former chief structural inspector had issued the code enforcement case.

The Building Official told Mayor Stoner that he would not write the letter because it would be illegal and that he could not waive the violation because the Developer's President was not in compliance. Mayor Stoner told him that the Developer's President wanted to close on his loan that Saturday. The Building Official responded that the President's loan was not his concern.

The Building Official believed that Mayor Stoner was aware that the Developer's President had an existing code enforcement case at the time she asked him to draft the letter because she asked him to "make it go away and give me the letter." He told her that the letter would be illegal and fraudulent and that he would not write it. She told him she would write the letter and hung up the phone.

It was inappropriate for Mayor Stoner to ask him to sign off on a letter for the Developer's President so he could get a loan when she knew there was an existing code enforcement case on this developer.

The Developer's President submitted a preliminary review of the plans for the Pixl Project before he obtained the loan. However, the building department placed the preliminary plan's review process on hold because the President bounced an \$18,000 check to the City for the processing fee. Mayor Stoner wanted the building department to review the plans despite the hold, but the Building Official refused.

On August 12, 2020, the City Engineer became aware that the Developer's President had begun work on the Pixl Project without a permit and told the Building Official. According to the City Engineer, the President told him that the Mayor authorized him to start. When the Building Official confronted Mayor Stoner, she denied having authorized it. He told her that he was going to shut the project down, in response to which she requested he call the President's attorney. He advised the attorney that he was going to shut down the project.

The City's Chief Structural Inspector went to the Pixl Project site and observed workers working on the project. She took pictures and opened a code enforcement case.

During this time, the Developer's President was calling and texting the Building Official, but he did not answer. Mayor Stoner then texted and called him at his home around 5:47 p.m. She told him that she did not know he was going to shut down the job site and informed him that the Developer's President was going to call him. She then said, "Please don't throw me under the bus." Mayor Stoner and the Building Official agreed to meet at the job site on Monday, August 17, 2020.

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On August 17, 2020, the Building Official drove Mayor Stoner to the Pixl Project job site. He told her that she should not be involved in this for her own protection as an elected official, and he cited to Section 486 of the Florida Statutes, saying that she had no authority and could be in violation of the statute. Mayor Stoner said she wanted to see the project for herself.

When they arrived at the job site, they observed 25 to 27 workers working on the foundation and columns without authorization. They both took pictures. The Developer's President arrived, and the Building Official asked him why people were working on the job site with a stop work order. The President implored him to let them work, as they were poor and needed to eat. He told the President that they had violated the stop work order, were working without a permit, and had poured concrete that they would now have to dig out. Mayor Stoner responded "we" were not going to dig out the concrete. The Building Official asked her who she meant by "we," but she did not respond.

The Developer's President continued to attempt to convince the Building Official to allow construction to continue without permits, and he again refused. Mayor Stoner told them to calm down. The President insisted that nobody knew about the ongoing construction other than he, Mayor Stoner, and the Building Official and that he would close the gate so that nobody would know about it. He further told the Building Official that the bank was coming next week so they could verify that the work was being done. If not, the bank would not give them the payment—which he needed to pay for his permit.

Afterwards, the Building Official and Mayor Stoner met the CAO for lunch. Both he and the CAO advised Mayor Stoner to not interfere with the Building Official's decision. She agreed.

On September 14, 2020, the Building Official and the Developer's President agreed to meet with all relevant parties to discuss all the issues with the Pixl Project. On September 15, 2020, they met in the conference room and conducted the meeting using Zoom as well. Among those in attendance were the President, his attorney, the Building Official, the Administrative Assistant to the Building Official, the Assistant Building Official, the CAO, the City Engineer, the City Attorney, the Utilities Director, and the building chiefs. They discussed what the President needed to do to get the project on track.

After that discussion, the CAO wanted to discuss the stop work order issue, so he directed everyone to leave the meeting except for the attorneys and the building department. The CAO also muted Mayor Stoner, who was on the Zoom meeting. He did not want her to comment on this issue for her own protection. Approximately two or three minutes later, Mayor Stoner barged into the room and started yelling at the CAO and the Building Official, wanting to know why she was muted. The CAO started shaking his head and Mayor Stoner asked him why he was shaking his head. She also told him that if he did not like it, to leave the meeting. The CAO walked out of the meeting.

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After the CAO left, Mayor Stoner told the Building Official, "It all comes back to you with this," and told him he needed to fix the problem since he had so much "power." She also told him that she had been researching his power since "8:30 last night."

The Building Official explained to Mayor Stoner that the Developer's President was violating the building code and that he (the Building Official) would be violating the code by allowing him to continue to work despite the violations. Mayor Stoner told the Building Official that he could allow it. She then leaned into him, and whispered something to the effect of "put the ego out, and let him do the work, because the bank is coming on Wednesday." She wanted him to let the Developer's President continue to work on the foundation so that the bank could see people working on the site. His administrative assistant was sitting next to him at the time. The Building Official responded, "I am not going to jeopardize my license, I am not going to be investigated by anybody."

Mayor Stoner then said, "I just want to make sure everybody listens to this, I am not pushing [the Building Official] to do anything . . . in case you get the phone call." The Building Official told her he did not know what phone call she was talking about, to which she replied, "Maybe the OIG, so you tell them I did not push you."

Later that evening Mayor Stoner called the Building Official, saying she wanted to make sure he did not think she was pushing him. He responded, "You already did."

On September 22, 2020, the Building Official received a call from a building department staff member advising there were workers working at the Pixl site. He told the Chief Structural Inspector to go to the site. When she arrived at the site, she could not access it. She advised that the gate was locked and the stop work order sign that was previously posted had been removed—further code violations. The Chief Structural Inspector took pictures of what she observed, and the Building Official ordered a new stop work order and a new code enforcement case.

The Building Official called the CAO and advised him that the Developer's President was again working at the Pixl Project site. He said he would advise Mayor Stoner. Shortly thereafter, they called him. Mayor Stoner cursed at him during the call. Later in the day, she called him and yelled at him asking why he sent in inspectors when he knew the bank was coming to approve the payment application.

On September 24, 2020, the Building Official was scheduled to have his biweekly meeting with Mayor Stoner but he was told that they would meet in the conference room. When he arrived, he was met by the HR Director. The CAO walked in with Mayor Stoner, and Mayor Stoner told the Building Official that the City had been receiving complaints about the building department. Although he asked about the complaints, she did not provide him with any specifics. Mayor Stoner handed him a one-page letter saying that he was terminated, effective immediately.

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2. Interview of the Administrative Assistant to the Building Official

The Administrative Assistant to the Building Official had been with the City for approximately 16 years and was the administrative assistant to the City's building official for at least the last two building officials.

She was present at a September 15, 2020, meeting to discuss the Pixl Project. The meeting was held at the City in a conference room in person and via Zoom. Several building department directors and chief inspectors were in attendance as well as the Developer's President, the City's CAO, and the City's Building Official. The purpose of the meeting was to discuss steps for the Pixl Project to move forward. Mayor Stoner was not physically present at the meeting but might have been listening in via Zoom. After the initial meeting, the CAO excused several people, and a second meeting took place. She did not remember who was at the second meeting other than the CAO, the Building Official, the Developer's President, and the assistant building official [who became the Successor Building Official].

Before starting the meeting, the CAO instructed the person controlling the Zoom to stop the recording. Soon thereafter, Mayor Stoner came into the room and asked why the meeting was no longer on Zoom. The CAO did not think Mayor Stoner should be in the meeting, and Mayor Stoner told him that if he did not like it, then he could leave the room. She could not recall Mayor Stoner's exact words to the CAO. The CAO then excused himself from the meeting.

During the second meeting, there were discussions on work without a permit and how they could move forward with the work that had already been done. She believed the discussion was related to the Pixl Project.

The Administrative Assistant could not remember the exact words Mayor Stoner said to the Building Official but did recall the Building Official saying something about his license and that he could lose his license. The Building Official told Mayor Stoner he was not going to jeopardize his license as a building official.

The Building Official mentioned a letter to the Administrative Assistant. He told her the letter was for the Developer's bank. She believed the letter was for a code enforcement case. The Building Official told her the intent of the letter was to clear the Developer of the code enforcement case for his bank. The Building Official did not draft the letter.

3. Interview of the Lender's Managing Director

The Lender was a real estate private equity fund based in New York City. When it came to construction loan transactions, the Managing Director led the underwriting team and performed due diligence on potential loans. He was involved in a \$102 million dollar construction loan with the Developer's President and one of his related companies to develop a commercial construction project known as Pixl, which was located at 4350 West Sunrise Boulevard, Plantation, Florida.

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While the loan was originally supposed to be for \$65 million, the Developer's President ultimately sought \$102 million. The \$102 million construction loan, which closed on April 24, 2020, was made up of a \$95 million loan for the Pixl Project in Plantation and a \$7 million mezzanine loan for a separate project in Pompano Beach. During the loan transaction, the Developer's President was represented by [the Developer's general counsel and President's attorney] and another attorney.

Although the Managing Director did not recall how the fund handled the code enforcement lien issue, he recalled that it was an issue that they needed resolved. He remembered that the fund received a letter from the mayor's office. As a result of the letter, the Title Company removed the lien from the title commitment requirements, making it a non-issue for the title insurance.

If the Developer's President had not provided the fund with the Mayor's letter, the fund would not have been happy about closing the loan transaction with an exception to the title. It would have had to resolve the issue in some fashion that addressed risks or the fund's threshold of risk. If the lien had remained on the title commitment, then it would have become an exception in the title insurance policy. Having a lien as an exception to a title insurance policy would not be ideal for a lender.

4. Interview of the Title Company's Assistant Vice President

The company that employed the Assistant Vice President provided title insurance services for a transaction involving the Lender and the developer for a commercial development project named Pixl located in the City of Plantation. Title insurance services included the search of records for the legal description and address of the property for title insurance purposes. Those records are then provided to the parties.

A "title commitment" is the company's property record findings. A title commitment shows what is going to be insured and how much risk the insurance company is willing to accept once the transaction takes place. Title requirements on the title commitment document are work product comments that show a property's title status. Parties may receive different versions of a title commitment as requirements are added or removed. While most title requirements are standard, other requirements can appear separately listed. An outstanding property lien is an example of what would appear separately from the standard requirements. A title insurance company has to provide the parties a title commitment with a clean title to the property.

If the parties do not resolve the title requirements on a title commitment, then the requirements remain on the title commitment and the title insurance company has discretion as to how to proceed. This includes opting to not write the insurance policy or listing the requirement as an exception on the title insurance policy, which means it will not provide coverage for any claim concerning that lien. If the requirement is not removed, then the title insurance company can keep it on the title commitment, depending on what risk they wish to accept when issuing the title insurance policy.

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The Assistant Vice President recalled seeing the code enforcement lien on the title commitment requirements. She received a letter from the City that the code enforcement lien had been paid, and she requested proof that the letter came from the City. She accepted the letter as verification that the lien had been paid. She relied on the documents that were provided by the City and removed the requirement regarding the lien from the title commitment.

The Lender needed to protect its investment because the lien was there before the mortgage; as a result, it would come before a mortgage claim. The property owner was responsible to pay the lien. If an issue arose between the parties regarding the lien, then it was their problem to work out.

5. Interview of the Vice President of Development

The Vice President of Development had been employed by the Developer's corporate entity for over ten years and had been its vice president of development since 2018. His duties included overseeing the development projects. Once a project was approved, he was involved in the construction management aspect, including working with local building department employees, inspectors, and building officials.

The corporation is a development company that purchased land as well as developed and built projects. Its development projects consisted mainly of multi-family residences like apartments and townhomes that have 300 to 400 units.

The Developer's President was the corporation's chief executive officer and owner. When the President ran it, he was a "one-man show" when it came to the projects' financing. He was also its projects' general contractor. He died in December 2020. The corporation's other owners are brothers not related to the Developer's President.

The Vice President of Development did not think the corporation had any fictitious names. However, it created affiliated entities when starting new projects to satisfy financial lenders' requirements.

The corporation developed a multi-residential project known as Pixl. Pixl at Plantation was the original name of the project. Pixl was the project's simple name. The master plan's first phase was a multi-family, residential, 147-townhouse project known as Strata at Plantation. The second phase was a multi-family apartment project known as Pixl at Plantation. The corporation was the developer and general contractor on both projects.

The master plan also included the development of the corporation's headquarters office. It purchased two buildings located at 4350 NW 8th Court in Plantation. It remodeled one of the buildings for its headquarters office, and the other became a nonprofit school.

In the past, perhaps in 2018, the Vice President of Development handled a code enforcement case for an expired permit on the headquarters office. He did not recall when the permit expired, but he believed the permit had expired a few times. He remembered the Developer's President telling him that they

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needed to renew the permit on the office because it was getting ready to expire. The Vice President of Development may have run another set of drawings to the City to get the permit renewed and provided the renewed permit to the President.

After the Developer's President died in December 2020, perhaps in March or April 2021, the Vice President of Development found out about CE18-00541. He believed that it was the first time the remaining owners heard about it, too. The brothers were going through the mail at the office and saw the stack of monthly statements for CE18-00541 from the City. They panicked and asked him to look into it. He went to the City and spoke to a lady that handled code cases at that time. He determined that the violation was for another expired permit for the same building he had handled in the past.

Once he resolved the permit, the Vice President of Development sought a fine reduction from the special magistrate. He explained the circumstances to the special magistrate, who reduced the fine.

The Vice President of Development first learned about the City's April 2020 letter through his attorney in mid-December 2022. The letter was not accurate given that he resolved the code enforcement case in mid-2021.

6. Interview of the HR Director

The HR Director had been in that position with the City since 2019. The City's employee handbook outlined how supervisors were to conduct performance evaluations. NEOGOV, the City's performance management software, generated the performance evaluation on the employee's employment anniversary and routed it to the employee and their supervisor. The supervisor and the employee then completed the performance evaluation within the system. Once the system routed the performance evaluation to the supervisor, the supervisor sat down with the employee to discuss the evaluation. Upon completion, both went into the system and signed off on the evaluation. The employee handbook required annual performance evaluations; however, in 2019 and 2020, Mayor Stoner did not complete performance evaluations for any directors, including the Building Official.

Employees who were not covered by a "collective bargaining agreement" ("CBA") were "at will employees." The City's employee handbook had a policy outlining behavior that would warrant discipline or termination; however, it was not all inclusive. The City did not have a progressive disciplinary policy for employees who were not part of CBAs. However, from a good employee relations standpoint, the HR Director attempted to ensure that she counseled employees before terminating them, unless the behavior was egregious enough to warrant termination with no prior counseling.

Mayor Stoner told her she wanted to terminate the Building Official. When the HR Director wanted to know why, the Mayor indicated there were numerous complaints about him and that she had enough of the complaints and needed to terminate him. Mayor Stoner told her that she would have her administrative assistant bring her a folder with the complaints. Mayor Stoner did not provide her with any information about the complaints at that time, but she did ask the HR Director to sit in on the meeting

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with the Building Official when he was terminated. Mayor Stoner also asked her to draft the termination letter citing the complaints Mayor Stoner had mentioned. She drafted the termination letter and gave it to Mayor Stoner to provide to the Building Official. Both the HR Director and the CAO were at the meeting when Mayor Stoner gave the Building Official the termination letter.

The HR Director did not recall the date Mayor Stoner initially approached her about terminating the Building Official. Whatever date it was, it was less than a week before Mayor Stoner terminated him.

Although Mayor Stoner told the Building Official that the City was terminating his employment, the HR Director later convinced Mayor Stoner to allow him to retire, as he had been a long-term employee.

The City neither gave the Building Official notice prior to his termination nor placed him on a corrective action plan.

The HR Director received the complaints against the Building Official approximately one week after the termination meeting. She put a note of the folder that she received the complaints after the Building Official's September 24, 2020, termination date. The folder had emails regarding issues referencing the building department. HR never received any formal complaints directly against the Building Official during the HR Director's tenure.

In the past, Mayor Stoner had told the HR Director that the Building Official "was a pain." Mayor Stoner had also said that the Building Official was not doing what she wanted him to do but did not give specifics. The biggest issue Mayor Stoner talked about was that she wanted the Building Official to fire the former assistant building official, but he would not fire him.

7. Interview of the Successor Building Official

The Successor Building Official started as a structural plans examiner in the City's building department in 2008. In 2019, he became the chief structural inspector and assistant building official. He became the interim building official when the City terminated the Building Official. In December 2020, he became the City's building official. Mayor Stoner and the CAO were then his direct supervisors.

When he first became the chief structural inspector, he was aware of an issue that involved a stop work order on the Pixl property. The Developer started work on the building without a permit. It had started working on the foundation. Under the Florida Building Code, developers are allowed to do this type of work if the building official had provided prior permission and the work did not go past the first inspection. In this case, the Developer did not have any type of permit to begin work. Additionally, workers poured concrete into the foundation which is work that exceeded the first inspection. Because the pouring of concrete into the foundation put the Developer in violation of working past the first inspection guideline, the building department issued a stop work order.

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As the assistant building official, he was present at a September 15, 2020, Pixl Project plan review meeting that took place at the City. In discussing how to resolve the stop work order so that the building department could lift it, the Building Official requested that the Developer's President get an X-ray of the concrete that was poured and get a forensic report done. The final resolution was that the Developer was to take the X-rays of the concrete that was poured and submit the report to the City. After that, he was to wait until he got his final permit for the entire building before he could proceed with the work.

He did not recall Mayor Stoner intervening. However, it was "not normal" for her to attend these types of developer meetings. While he did not remember whether the Building Official said anything about his license or that he could lose his license during the September 15, 2020, meeting, he had heard him say that in the past.

When he became the interim building official, he lifted the stop work order and allowed the Developer to proceed with the work, with no further covering on the foundation. He let the project proceed until the Developer came in with the forensic report for the concrete that was already poured, at which point he issued a foundation only permit. He issued the foundation only permit in November 2020 and believed he issued the building permit in January 2021. As the City's building official, he had the authority to allow the Developer to work without a permit.

8. Interview of the City's CAO

The CAO had been with the City since May 2019. He is the CAO to the City's current mayor and was the CAO to the former mayor, Lynn Stoner.

The CAO recalled code enforcement case CE18-00541 involving the Developer's President and one of his related properties, the company's office headquarters building. It was located next to the Pixl and Strata projects. It was his understanding that the code enforcement case involved some activity that occurred without a permit. It was not as egregious as the no-permit issue with the Pixl Project, because it involved alterations of interior space for the headquarters building.

Mayor Stoner brought the CAO the April 8, 2020, letter for his signature on April 9, 2020. The CAO neither wrote the letter nor knew who did. He also did not know who was to ultimately receive the letter. Mayor Stoner's signature was already on the letter when he got it. Mayor Stoner told him that the Developer's President needed a letter stating that the code case had been cured. While the CAO could not recall what the Mayor said exactly, he understood from her explanation that the code enforcement case's unresolved status was holding up some type of financing. He did not know what kind of financing the Developer was seeking, but whatever it was, it was important not to have the property encumbered with a lien. Mayor Stoner told the CAO that the violation had been cured. He took it at face value, as he had no reason to believe otherwise. He had no reason to believe that the Developer had not complied with the code case. He did not fact check the letter.

BROWARD OFFICE OF THE INSPECTOR GENERAL

**FINAL REPORT RE: FORMER MAYOR OF PLANTATION EXECUTED A FALSE LETTER
ON CITY STATIONERY OR LETTERHEAD TO HELP A PRIVATE DEVELOPER SECURE AT LEAST \$95 MILLION IN LOANS**

Being that everyone was in the middle of COVID in April 2020, it made sense to the CAO that everything was not available for the Developer to go to the special magistrate or to do what was needed to be done to get the code case complied formally. His understanding at that time was that the official processes were not in place because of COVID. Given the COVID pandemic, he considered the letter as something of an "ad hoc" situation. It was an instrument that indicated the property was not encumbered and was to serve as proof of compliance until the processes could be formally undertaken. The Developer's President could provide this instrument to the finance company for whatever he was trying to do financially.

The CAO was not aware there was a claim of lien filed by the special magistrate before he signed the letter. He became aware of the lien through the letter. He did not recall getting any information from the City that the claim of lien was in fact pending for a substantial amount of money. He subsequently learned that the Developer did not comply with the lien when he saw that the code case was still on the code enforcement spreadsheet that finance distributed monthly. Had he known that the Developer had not resolved the claim of lien, he would not have signed the letter.

The CAO was not aware that Mayor Stoner had asked the Clerk for information on the code enforcement case. He also did not know that Mayor Stoner had records that showed that the Developer had not complied with the code case before signing the letter.

Mayor Stoner instructed the CAO to send the letter to the Developer's President when she brought him the letter for signature. He did not know what the President did with the letter after he sent it, but he assumed that the President received the loan.

The CAO did not think he had any conversations with the Building Official prior to signing the letter. He knew he had conversations with the Building Official about the code violation issue after he found out that the code case was still open, but he did not recall when.

On or about September 15, 2020, the CAO started to routinely review the monthly spreadsheets of code violations, and he saw the code enforcement case was still listed. At first, he thought it was a mistake, as sometimes it took a little while for things to get updated or taken off the list. But after seeing it on the list, as he had signed the letter indicating that the Developer's President had complied it, he wanted to verify compliance. He reached out to either the building or code enforcement departments and found out that the Developer's President had not complied.

Given that he had signed a letter with a false statement, the CAO sent an email to himself with some of the code enforcement case documents. He was upset at Mayor Stoner for telling him that the Developer's President had complied with the code enforcement case when he had not. She lied to him.

The CAO discussed the matter with Mayor Stoner and told her that the Developer's President needed to comply the violation. She acted like it was "whatever" and made it seem as if the Developer's President lied to her. She said it was not her fault.

EXHIBIT B

EXHIBIT B

1 THE STATE OF FLORIDA,)

2 COUNTY OF BROWARD.)

3
4
5 IN RE:

6
7
8 Investigation.
9 _____/

10
11
12 ZOOM SWORN STATEMENT OF ADNAN EZZEDDINE

13
14
15 FRIDAY, MAY 5, 2023,

16 10:00 A.M. - 11:15 A.M.
17
18

19 REPORTED BY:

20 AMBER N. GABEL, COURT REPORTER
21 NOTARY PUBLIC, STATE OF FLORIDA
22 BAILEY ENTIN REPORTING, LLC
23 FORT LAUDERDALE OFFICE
24 PHONE - 954.745.9511
25

1 APPEARANCES:

2 ON BEHALF OF THE STATE OF FLORIDA:
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4 OFFICE OF THE STATE ATTORNEY
5 201 SE 6th Street
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6 - - -

Page 3 1 Sworn Statement taken before AMBER N. 2 GABEL, Court Reporter and Notary Public in and for 3 the State of Florida at Large, in the above cause. 4 - - - 5 Thereupon, 6 ADNAN EZZEDDINE, 7 having been first duly sworn or affirmed, was 8 examined and stated as follows: 9 EXAMINATION 10 BY MR. MCCORMACK: 11 Q. So, Mr. Ezeddine, tell us a little bit about 12 your background. 13 A. I'm an architect. I'm a registered architect. 14 I went to the University of Louisiana for my Bachelor's 15 Degree and the University of Colorado for my Master's 16 Degree. I have several licenses. I'm a licensed 17 architect. I'm a licensed general contractor. I'm a 18 licensed threshold inspector. I'm a licensed building 19 official. I'm a licensed plan reviewer. I'm a licensed 20 inspector. 21 Q. Were those licenses in effect in 2019 and 2020? 22 A. Yes. Yes, sir. 23 Q. When did you start to come to work for City of 24 Plantation? 25 A. In February '95.	Page 5 1 and construction and take over the building department. 2 So I became the director of the building department. 3 Q. What were your job duties and responsibilities 4 as the director of the building department? That was 5 for City of Plantation? 6 A. For City of Plantation. The director's job is 7 to manage the operation of the building department, the 8 permitting process, the plan review, the inspections, 9 and coordinate with other development departments like 10 the planning and zoning, engineering, utility, and fire. 11 All their representatives, they come to my 12 department and they do the plan review and everything is 13 processed from my department previously, which is the 14 building department. So I manage the budget. I create 15 the budget. I manage, again, the plan review, the 16 permitting, and the inspection. I monitor the new 17 development in the city, and we monitor the violations 18 in the city; any work without permit, any violation to 19 be corrected. So that is basically our function. It is 20 to ensure the public's safety. 21 Q. And you began with City of Plantation and 22 worked your way up through the years? 23 A. Yes. 24 Q. What was -- the title you just described as the 25 head of the building department, the director, was that
Page 4 1 Q. And what role did you start with? 2 A. I started at that time as a building inspector 3 in the building department for a couple years. Then I 4 was moved to plan reviewer. Then I -- then I created 5 the department with the previous mayor, Mayor Armstrong, 6 and we created a new department called design and 7 construction since we had an aggressive program to build 8 several parks and buildings. So I became the director 9 of the design and construction since I was licensed as 10 an architect and as a general contractor. 11 Q. And approximately what time frame did that take 12 place? What years? 13 A. That took place, I think, in 2000. And I 14 was -- I remained as a director for 17 years, I think, 15 until I took over the building department, which is in 16 2016. 17 Q. What do you mean you took over the building 18 department? Explain that. 19 A. In 2016, the previous building officer 20 announced his retirement. And Mayor Bendekovic and 21 administration -- since I was part of the building 22 department as well for all these years, I was still 23 licensed as an assistant building official and I was 24 involved with the whole development process in the city, 25 so they said we would like you to move from the design	Page 6 1 the last position that you held with City of Plantation? 2 A. Yes, sir. That's the last position. 3 Q. When did that end? 4 A. It ended in November of '20. 5 Q. November 2020? 6 A. Yes. 7 Q. How did your term end there? 8 A. We had -- 9 Q. I'm sorry. Did you retire or were you fired? 10 A. I was fired. But then I went the following 11 week and I filled out my retirement paper. I have the 12 documents -- the letter of termination, which was not 13 substantiated with any documentation whatsoever. But I 14 decided to go and file my retirement paper. 15 Q. Okay. So you were working as the director 16 since the middle of 2016, right? 17 A. Right. 18 Q. Who was your boss at that time? 19 A. My boss was Mayor Lynn Stoner the last two 20 years and previously it was Mayor Bendekovic. 21 Q. So can you spell that for us? 22 A. Bendekovic? 23 Q. Yes. 24 A. B, like in boy; E, like in Edward; N, like in 25 Nancy; D, like in David; E, like in Edward; K, like in

Page 7 1 -- it is a K; O; V like in Victor; I, C, K. I believe 2 that is it. 3 Q. Okay. So he was your boss? 4 A. She. It is a she. Diane Bendekovic. 5 Q. She was your boss when you first became the 6 director in 2016? 7 A. Yes. 8 Q. And then Mayor Stoner was elected and took 9 office in 2018; is that correct? 10 A. Yes. 2018, yes, sir. 11 Q. Okay. And then Mayor Stoner became your boss? 12 A. Yes, sir. 13 Q. Okay. So tell me about the -- when did you 14 first become familiar with the Strata Group? 15 A. The Strata Group, I was familiar with it when I 16 was director of design and construction before I became 17 the director of the building department. When I was 18 design and construction director, I managed the 19 landscape too. It was design, the landscape, and 20 construction. So any project in the city that has to 21 take place, they have to have, by ordinance, landscape 22 improvement as well. So it goes through my department, 23 okay, the plan review and the inspection for the 24 landscape. 25 So Strata, at that time, applied, same thing,	Page 9 1 department. 2 So when I became the building director, he met 3 with me and I told him you need to clear up all these 4 violations. We will assist you in obtaining a permit. 5 You have to obtain a permit. And we will arrange for 6 the inspectors to go. You might have to open some walls 7 and we will do the proper thing and inspect it and then 8 you close them up if everything is okay. You pay the 9 fine and we will issue you a certificate of occupancy. 10 He said I am not going to do it. The previous building 11 official told me everything is okay. I said no building 12 official would say anything verbal. If he says it is 13 okay, it should be documented on the software that we 14 document things for the permitting. I said even if he 15 says okay verbally, it doesn't work like that. There is 16 a code and the code is a state statute. It is not an 17 ordinance that somebody can do it from the city. The 18 City Council cannot override the building code because 19 it is a state law. So I said I don't have any 20 documentation, any indication as well as I'm familiar 21 with the whole process and I was part of the permitting 22 process of Strata and other operation when I was a 23 director of design and construction and Jeff Saboti 24 (phonetic), which he was the previous building official, 25 never mentioned in front of me anything like that. And,
Page 8 1 for a permit for landscape. Part of the permitting 2 through the building department. That's how I became 3 familiar with them. And they had some violation with 4 landscape, and it took them years to correct it. 5 Then I became familiar with the other violation 6 of Strata since I used to meet with the building 7 official all the time on all the development components 8 in the city. So that's how I was familiar with the 9 violations. 10 Q. Okay. And I understand eventually there were 11 violations for one of Strata Group, LLC projects which 12 became known as code enforcement KCE18-00541; is that 13 correct? 14 A. To the best of my recollection, yes. I don't 15 have the documents here. They are all in Florida. I 16 was just visiting here. 17 Q. So tell me what you recall about the liens, 18 violations, with respect to Strata, LLC that became an 19 issue with you? 20 A. It was his office and when -- 21 Q. When you say "his," who are we talking about? 22 A. I'm sorry. That is Strata's office, the 23 operational office, Chris Longworth. So he has onsite 24 at a big office. He finished it and without obtaining 25 the certificate of occupancy from the building	Page 10 1 again, I would repeat, the verbal thing doesn't work. 2 Q. So there are building code violations and fines 3 for Strata Group, LLC's project and Mr. Chris 4 Longworth. He was the representative of Strata Group, 5 LLC that you were dealing with? 6 A. He was, yes. Mr. Chris Longworth was the 7 contractor and the representative. I believe he is the 8 president of the company. We met in my office. I said, 9 again, I will assist you in obtaining the proper permits 10 following the code requirement. He said I am not going 11 to do it. Lynn Stoner is going to take care of it. I 12 said Lynn Stoner is an elected official. She has no 13 power over the building code because it is a state law 14 and she cannot interfere with the building code. It is 15 a violation of the state statute. He said, well, then 16 go talk to her. I said, no, I am not going to talk to 17 her, okay. It was -- my answer was very clear and his 18 answer was very clear because he is not going to take 19 care of the violation. 20 Q. Did Mayor Lynn Stoner eventually talk to you 21 about the violations for this project, for the Strata 22 Group, LLC project? 23 A. Yes, sir. She was inquiring what are the 24 violations and I told her several times you have a copy 25 of the violation. You are aware of the violation. She

Page 11 1 asked me, well, can you get rid of him? I said, no, I 2 can't get rid of him. She said that's been like four 3 years. I said, yeah, and he has accumulation of 4 violations. And, again, I said I told him I can help 5 him with processing the permit application according to 6 the code and will issue the permit and will send the 7 inspectors to open some walls and verify that -- [ZOOM 8 DISTORTION] -- element of being installed because this 9 is life safety and I'm not going to compromise on life 10 safety. She said, well, he's been occupying it. I said 11 he has been occupying it illegally. So I cannot do it 12 under my jurisdiction. I cannot allow somebody to 13 occupy. So I sent one of my inspectors to post a 14 violation. We did. Then he threw the violation away. 15 Then we post another one. And he tore it off from the 16 door. And then she called me and she started yelling at 17 me, why did I send the inspector to post violation. 18 Q. Okay. And approximately what time period are 19 you talking about? 20 A. That's -- 21 Q. Are we still talking about the Strata, LLC? 22 A. Yes. 23 Q. The violations? 24 A. Yes. The original violations. 25 Q. Okay.	Page 13 1 -- construction loan in Broward County or in the state I 2 believe. I said, okay, what do I have to do with that. 3 She said well they won't finalize the loan, which is 4 \$106 million unless they get a statement from the 5 building official that there's no violation of the 6 property. If there's any violation, they will not give 7 him the loan. I said that will be illegal. I'm not 8 going to get involved in this. I am not going to 9 falsify statements and I am not writing this letter. 10 She said, you're not? I said no, I am not because this 11 is illegal. So she hung up the phone and said okay. 12 Q. So she asked you to write a letter to the 13 potential lender saying that the code enforcement case 14 was resolved and the violation and the fines were 15 resolved when it wasn't the case? 16 A. That's right. And I repeated myself several 17 times and I said you are asking me to falsify a 18 statement to the bank to obtain a loan -- assist someone 19 to fraudulently obtain a loan. She said don't give me 20 that speech now, okay. I said I'm not going to do it. 21 I said I'm not going to do it. This is illegal and I 22 refuse to do it. 23 Q. Okay. So tell me about -- you said that she -- 24 you know, she got off the phone with you and then what 25 happened?
Page 12 1 A. Yeah. And you should have some pictures of the 2 actual violation and the date should be in there. 3 Q. So as far as you are aware, violations were 4 being posted by your office? 5 A. Yes. 6 Q. And Chris Longworth or someone from Strata was 7 removing them and ignoring them, defying the notices? 8 A. Yes, sir. 9 Q. Okay. At some point in April of 2020, did 10 Mayor Lynn Stoner ask you to do a favor with respect to 11 this project and these violations? 12 A. Yes, sir. 13 Q. Tell me exactly how you remember that coming 14 about. 15 A. To the best of my recollection, she called me 16 on the landline, not on my cell phone, that day. She 17 said good morning. I said good morning. She said I 18 want you to do me a favor. I said, okay, tell me. If I 19 can do the favor, I will do it. If I can't, I will tell 20 you no and I will tell you why not. So let me know what 21 you would like me to do. So she said you're aware of 22 the violation at Strata for Mr. Longworth. I said, 23 yes. She said, well, I would like you to -- she said he 24 is freaking out -- after tomorrow -- something like that 25 -- he is flying to New York to finalize the biggest loan	Page 14 1 A. Then either one time or the afternoon -- the 2 same day, I believe, her assistant Mr. Jason called me 3 and he said I would like to read the letter to you. I 4 said what letter, Jason? He said the letter that you 5 refused to write. I said to the bank? He said, yeah. 6 I said why you want to read it to me. He said I just 7 want to read it to you. I said, okay. So he read the 8 letter to me. I said you guys are insane with this 9 exact verbiage. I said you guys are both insane, okay. 10 You're falsifying a statement on behalf of the building 11 department. He said, well, we didn't mention the 12 building -- she didn't mention the building department 13 or anything. I said, I don't want to hear it, okay. I 14 don't want any part of it because if you guys get me 15 involved in any way, I am going to call the state 16 attorney's office because then I know about a violation, 17 about something wrong. I don't want my name included. 18 I don't want to have anything to do with this nonsense. 19 That's exactly what I told them. Okay. 20 Q. Aside from asking you to write the letter, did 21 Mayor Lynn Stoner also ask you to just resolve the case, 22 get rid of the fines, and make it go away; something to 23 that effect? 24 A. Yes, sir. Yes, sir. 25 Q. When did that happen?

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1 A. The same phone call. She said you need to get
 2 rid of those four violations. So I said, again, I
 3 cannot do that. I said this is illegal. That is
 4 falsifying legal and statements. So I did not do it. I
 5 refused to do it. And ever since that date, we started
 6 -- she started badgering me on a daily basis.
 7 **Q. Okay. So now I would like to focus on the Pixl**
 8 **Project, which I think several months later started to**
 9 **become an issue.**
 10 **From what I understand it started to become an**
 11 **issue in the summer of 2020; is that correct?**
 12 A. Yes, that's correct. I believe around
 13 July-something, I got a call from the utility department
 14 and they said are you aware that there are cranes and a
 15 lot of activities at Pixl, and I said, no, they don't
 16 have a permit. He said, yeah, we just passed by Sunrise
 17 and there's a huge crane and they are pouring concrete.
 18 It is visible from Sunrise Boulevard. So I sent my
 19 inspector and they called me from there and said, yes,
 20 that is true. They are pouring concrete. They are
 21 digging foundations. I said okay, post a violation as
 22 usual.
 23 **Q. So why was that an issue? Why couldn't they**
 24 **pour concrete and do the other work?**
 25 A. There was no permit issued from the building

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1 department. We didn't issue the permit yet. He had the
 2 plans submitted but there were a lot of problems with
 3 the plans and he was a very aggressive person and he
 4 said --
 5 **Q. I'm sorry. When you keep saying "he," please,**
 6 **just for the record, let us know who you are referring**
 7 **to?**
 8 A. I will clarify. Mr. Longworth, Chris
 9 Longworth. He kept saying --
 10 **Q. He was involved in the Pixl Project?**
 11 A. Yes. He was directing it. He was the
 12 contractor. He kept telling me issue the permit and I
 13 will correct the plans later. I said --
 14 **Q. Is this another -- I'm sorry. Is this another**
 15 **Strata, LLC project or it is a Chris Longworth project?**
 16 A. Yes, sir. It is Strata -- the whole property
 17 originally was under Strata. Then when they finished
 18 Strata, the townhouses, they started the apartment
 19 called Pixl. But it is in the same property.
 20 **Q. Okay. But the Pixl Project is what we are now**
 21 **talking about, which is part of the larger Strata Group**
 22 **work?**
 23 A. Yes, sir. Yes, sir.
 24 **Q. From what you are explaining to me is that they**
 25 **did not have a permit to begin work; is that correct?**

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1 A. That's correct.
 2 **Q. Okay. So continue then.**
 3 A. So they --
 4 **Q. They began work anyway.**
 5 A. They began work anyway. They dug foundation
 6 and poured a lot of foundation. We posted violations
 7 and a stop work order. Then he removed those from the
 8 gate.
 9 **Q. Who is he? Chris Longworth?**
 10 A. Yes. Chris removed them. Then I sent the
 11 inspector another day and I asked her to post another
 12 violation and stop work order. And she posted them.
 13 Then I get a call from Lynn Stoner. You know, her call
 14 was yelling and screaming at me, you know, why did you
 15 send the inspector in there? Why did you have to send
 16 the inspector? Just ignore the issue. I said this is
 17 the law. The court tells me if there's any contractor
 18 or developer starting any activities without the proper
 19 permitting, we have to issue a stop work order and a
 20 violation. This is for public safety. She said you
 21 don't have to send anybody. I don't want you to send
 22 anybody. I said this is the building code and I
 23 specifically told her you stay acting as a mayor, and I
 24 stay acting as a building official and read the state
 25 statute that I sent you that you cannot interfere or

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1 coerce my decision. I said it is for your own
 2 protection.
 3 **Q. With respect to your discussion with Longworth**
 4 **about this stop work order and the project continuing**
 5 **without a permit, did she tell you, you know, not to**
 6 **throw her under the bus when you were dealing with him**
 7 **in that issue?**
 8 A. Yes, sir. Yes, sir.
 9 **Q. Explain that, you know.**
 10 A. She called me on my -- the second or third stop
 11 work order and violation and the phone calls started
 12 flying. He called me several times. I didn't answer
 13 him. Then I answered him one time. And then he said
 14 she's going to call you. I said she who? He said Lynn.
 15 Lynn is going to call you. I said okay. So she calls
 16 me. She said what the hell did you do -- excuse my
 17 language -- what the hell did you do? Again, didn't I
 18 tell you not to send the inspectors in there. I said
 19 this is the third time they continue to work on the
 20 violation and read -- if I'm not mistaken -- Section 11
 21 -- I forgot the section of the code. It says if
 22 repeatedly a contractor or a developer continues to work
 23 on a stop work order, I can post \$500 a day violation
 24 and he can be arrested. She said, so that's why you
 25 called the police department to arrest him. I said,

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Page 19 1 yes, ma'am, because that's what the law says. She said, 2 well, he is not going to be arrested. I said, so you 3 decided on that. She said, I'm telling you, he's not 4 going to be arrested and don't call the police 5 department next time. So I said, okay, so what do you 6 want now? She said, no, you are going to remove those 7 violations and let him continue working and he is going 8 to correct the plan. I said, again, you are interfering 9 with my job and you are acting as a building official. 10 So I said now with all these violations, you want me to 11 turn my face the other way and ignore the issue and 12 pretend that nothing happened. She said, yeah, you can 13 do that. I said I am not going to do that. She says 14 this is very important -- and I quote -- she said, "this 15 is a very important job in Plantation. It is an \$82 16 million project. I said, yes, every project in 17 Plantation is important. Plantation work was almost a 18 billion dollars, \$700 million, and it was more important 19 and they didn't violate anything. They followed the 20 code. So is Plantation Pointe, so is Motorola, so is 21 everybody. So why should he be treated different than 22 anybody else? She said don't argue with me, just let 23 him go. Then she called me a few minutes later and we 24 have some pictures. She says, well, they are just 25 cleaning.	Page 21 1 Okay. 2 Q. So the concrete was poured, right? 3 A. Yes, sir. The concrete was poured and they 4 continued working. 5 Q. I recently had -- I had my own construction 6 project at my home. It was very small. I had a pool 7 put in. Along the way, they do a job. They do part of 8 the project and they have to stop. The inspectors have 9 to come and approve it, and then I could continue with 10 the next part of the project, right? 11 A. That's how -- 12 Q. That's how it works, right? 13 A. Yes. 14 Q. There's an inspection. If you go too far, then 15 the inspector will say we got to go back and look at 16 what you did first and approve that before we can 17 continue. From what I understand, what happened here 18 was there was no permit, there was no inspections, and 19 the concrete was poured before the work prior to that 20 had been inspected; is that correct? 21 A. That's correct. But I would like to add and 22 clarify something you said, okay. 23 That's in a normal process when you have a 24 permit. That's right. But if you don't have a permit, 25 you can't even start digging for foundation unless you
Page 20 1 Q. What do you mean we have some pictures? 2 A. She says -- 3 Q. Pictures of the job site? 4 A. Yes. We have several pictures of the 5 violations of the foundation and employees digging the 6 foundation and putting steel. 7 Q. Okay. Who had the pictures? You had them? 8 A. My inspectors took pictures and we sent them to 9 the administration. 10 Q. You showed them to Mayor Stoner? 11 A. Yes. 12 Q. And what did she say? 13 A. She said they are just cleaning. I said, 14 Mayor, okay, this is an insult to anybody's 15 intelligence. This is foundation. This is not 16 cleaning. And you're a contractor yourself -- she's a 17 licensed contractor -- I said, I'm disappointed that you 18 think this is cleaning. This is major work without 19 permit, and I'm not going to allow that. So she said by 20 the way, if he calls you, don't tell him I know about 21 these violations. 22 Q. That is when she was saying don't throw me 23 under the bus and stuff like that? 24 A. Yes. Then she texted me I think around 5:00 or 25 something and she said don't throw me under the bus.	Page 22 1 have special authorization from the building official, 2 okay. But if you don't have the permit, you cannot 3 start -- 4 Q. You can't do anything? 5 A. Right. You cannot start any work. So he 6 started the work without obtaining the permit and 7 insisted and he did it in Pompano. I said this is not 8 Pompano. He said I built seven-story and I didn't 9 obtain a permit until like a month before the CO. I 10 said, well, I don't want to get involved in Pompano. 11 This is Plantation and you are not going to do it under 12 any jurisdiction and I'm not going to do illegal stuff, 13 not for you, not for anybody else, okay. He said you 14 too stiff and Lynn is going to talk to you. I said, 15 again, not Lynn, not anybody -- [ZOOM DISTORTION] -- 16 Q. I'm sorry. I can't hear you. 17 MR. MCCORMACK: Madam Court Reporter, are you 18 getting that? 19 THE WITNESS: -- an architect or an engineer, 20 okay. So they can be on-the-job site constantly so 21 every time they do like a portion of the work, they 22 can certify it and the engineer or the architect has 23 to submit to the building official its credential 24 and there's a form that they request to be special 25 inspector on this property and we studied the

1 credential and resume and we see their licensing. 2 If they don't have any violations, and then we issue 3 them a letter of authorization to be special 4 inspector on that project only after we issue the 5 permit. 6 BY MR. MCCORMACK: 7 Q. And none of that happened in this -- 8 A. I said your engineer is violating the state 9 statute too. That's what happened. They kept saying I 10 have an engineer. I said your engineer was not 11 authorized to inspect and he has to -- he has to perform 12 the work under my authorization, and I didn't authorize 13 him, and he said I have pictures. I said I don't trust 14 pictures. We don't inspect from pictures. Never 15 inspected from pictures. 16 Q. So the concrete was poured? 17 A. The concrete was poured. 18 Q. Without a permit and without inspection? 19 A. Right. 20 Q. Without authorization by the city? 21 A. Absolutely. Again, I repeat, yes, the concrete 22 was poured. The foundation is big. The building is 23 humongous. I would say a big portion of it was dug, 24 poured without permit and without inspection. 25 And, then, one day she asked me to come pick	1 state statute, ignoring any law, and this is a licensed 2 contractor. I can go after his license through the DPR. 3 She said no, no, no, no, hold on. So I started taking 4 pictures and she started taking pictures too. So she 5 said let me call Chris. So she called him. He walked 6 in, hey, good morning, Danny. I said good morning. 7 They call me Danny by the way. I said what is this, 8 Chris? He said they are just cleaning, Danny. I said, 9 Chris, that is an insult to my intelligence, again. 10 Okay. You poured foundation and they continued digging 11 and I believe installing steel, okay. Anyway, I said I 12 don't want to discuss this issue with you. We have 13 posted three violations and I am going to post another 14 one, okay, and you are going to remove all the 15 foundation that you poured illegally. She answered me, 16 no, we are not going to dig anything. I looked at her 17 and I said, Lynn, you said we. She said, yeah, we are 18 not going to dig anything. I said we as what? Are you 19 his partner or are you the mayor of Plantation, okay? 20 She said let's not argue now. Let's come to an 21 agreement. I said what agreement? We are not sitting 22 here conspiring. He said, Danny, I would close the gate 23 and I will continue working and nobody would know. Then 24 at that time I said hold on, guys, I am leaving. I'm 25 not going to sit here. So I looked at the mayor, Lynn
1 her up and go to the job site, I want to check it. I 2 have never be there. I said, Lynn, you have not been on 3 the job site. Everybody knows you have been on the job 4 site. But why you want to go check it. She said I want 5 to go with you just to see what is going on. Okay. So 6 I stopped by City Hall and picked her up and we went to 7 the job site. 8 So the moment I entered from the gate, there 9 were like either 30 or 34 people -- a bunch of people 10 digging foundation board and installing steel and 11 working like regular job site. And I said, what is 12 this, Lynn? What do you think this is? So he ignores 13 the violation again. He, meaning Mr. Longsworth. I 14 said Chris is ignoring the third stop work order. He 15 doesn't care. He thinks that you are going to take care 16 of it. 17 Q. So you are in shock, right? You show up and 18 you see these people doing this work and you are like 19 this is unbelievable? 20 A. I said, you know what, I am going to turn 21 around and I am going to call the police because at this 22 moment they need to be arrested. She said, no, no, no. 23 Let's call him and see what is going on. I said see 24 what is going on, what? You have more than 32 people 25 working and digging and ignoring the code, ignoring the	1 stoner, again, I said so you brought me here to commit 2 conspiracy so I can look the other way. I said I'm not 3 going to do that. I'm getting in my car and I'm leaving 4 back to my office and I'm going to call the police. She 5 said -- and I told her, if you want to come with me, 6 fine. If you don't want to come with me, then let Chris 7 take you back to the office. Okay. She said, no, no, 8 no. I'm coming with you. And he goes calm down, Danny. 9 I said I am calm, okay. I am calm. All right. All I 10 am asking you to do is dig all this foundation and you 11 got to dig every single piece of it and comply with the 12 code. 13 Q. She said that is not happening? 14 A. She said that is not going to happen. I said 15 okay. So we kept going. She said let's go to lunch. 16 And I said I don't want to have lunch with you. She 17 said I already called Jason, he is going meet us so we 18 can discuss a few things. So we met at a diner and we 19 sat for lunch. I told her is that how you want to 20 operate the city? You want to allow somebody to walk 21 all over the building department and the zoning 22 department, the engineering department, yells at people 23 and tell them I am not going to pay any processing fee. 24 By the way, he owed us 17,000 or 18,000 25 processing fee for the permit plans; not for the permit

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1 fee. For the processing of the plans, when you submit 2 them for under review, we call it processing fee. For 3 several months, he refused to pay the processing fee. 4 He told the engineering department, he told the zoning 5 department, and she's aware of that in writing. And she 6 told -- he told some of my staff, Chris Longworth, that 7 he was not paying a dime for this processing fee because 8 Lynn Stoner is going to take care of it. 9 Q. Did she -- did Lynn Stoner call you and text 10 you about the processing -- the process of the permit? 11 A. Yes, sir. Yes, sir. She texted me and sent 12 email to my secretary, Melissa, why is the permit not 13 being issued. She texted me why is the delay? I want 14 the permit to be issued. 15 Q. Is that normal for a mayor to do? 16 A. No. No. The state statute is very clear and I 17 sent her -- I sent her a letter stating the state 18 statute and how elected officials, council, 19 commissioners or mayors, they cannot interfere with the 20 building officials' decision because it is a 21 misdemeanor, et cetera, and we stated the state statute. 22 Every time a new elected official comes, I used to send 23 them that letter. I explained to her, I said this is a 24 violation of state law. 25 Q. But she continued to text you and harass you	Page 27 1 was calling me back and saying you need to speed the 2 process. I said I can speed the process, but I am not 3 going to violate the code. Speeding the process, I can 4 do that. I can ask -- I can ask my chiefs and the plan 5 reviewer to speed up the process. 6 Q. You can make it a priority and say I will go 7 there first thing in the morning? 8 A. Yes. That is not illegal. This is just 9 speeding up the process, okay, fine. But I said he 10 needs to bring his consultant aboard and correct the 11 comment. It has been over eight months or nine months 12 and he never corrected anything. He keeps sending the 13 same stuff. I said, anyway, I am meeting with him 14 today. So I met with him I think Thursday or something 15 it was and I said -- 16 Q. Do you remember what month? 17 A. That was the month I got fired. It was 18 September. It was September. 19 Q. So you met with him at your office? 20 A. At my office. I said -- 21 Q. Chris Longworth? 22 A. Chris Longworth. I said I am going to help 23 you, Chris. I will arrange for a meeting in my big 24 conference room. Bring all your consultants and I bring 25 all my chiefs and the fire department and the Page 29
Page 28 1 about the delays? 2 A. Constantly. She would call me at 9:00 at 3 night. She called me one time on Saturday. She asked 4 me to call him. I said I am not calling him. I said 5 you are asking me to call a developer on a Saturday to 6 tell him to stop yelling at her. She was crying that 7 day. I had the statement to the OIG to that effect. I 8 remember it was 9:00 on a Saturday. She was crying. 9 She was saying I want you to call Chris to tell him stop 10 yelling at me. I said why would a developer yell at a 11 mayor? What do you guys have -- I mean, how much power 12 he has over you because several times when he used to 13 come to my office, he said I have Ms. Stoner and another 14 commissioner in the county in my pocket. I'm not going 15 to mention his name but I think it is in the documents. 16 I have them in my pocket, Danny. I can do anything I 17 want, okay. I said, well, not in Plantation. You are 18 not going to do it in Plantation. 19 Q. So tell me about -- you were talking about 20 power. I guess there was a meeting or something where 21 afterwards she told you that you need to fix this, that 22 it all comes back to you, that you have all the power, 23 and she's been doing her research on it and your role. 24 Tell me about when that happened. 25 A. That was the week that he met with me and she	Page 30 1 engineering and zoning and we are going to call it a 2 workshop and we will go over the plans with your 3 consultant and we will tell them how to correct it. I 4 mean, you cannot ask for better assistance than this. 5 You can't ask for better than this. Okay. We are going 6 to hold your hand, help you correct it. He said that is 7 fine. So we arrange the meeting. I believe it was 8 either Monday or Tuesday. His attorney was present. 9 Our attorney was present. All our chiefs and 10 departments were present. His engineers were on zoom. 11 They joined the meeting on zoom. None of his 12 consultants, his architect, was not present in the 13 meeting. So I asked where is the architect because he 14 is the one that is going to drive this whole permitting 15 correction. He said well, he got busy and this. I said 16 I have never seen your architect anyway, okay. And we 17 had issues with his architect because I don't believe he 18 was managing the plans because he paid them on the side. 19 He was a building official in North Miami. That doesn't 20 work in Broward County. We are under different law 21 because if I'm an architect and building official, I 22 cannot operate as an architect. 23 Q. So you can't do both? 24 A. I could not do both. I would lose my license. 25 So I don't know how they do it in Miami. But, anyway, I

Page 31 1 said I've never seen your architect because he is 2 working as a building official, and that is illegal too. 3 Anyway, they start going item by item with the zoning 4 department. We tried to explain to them what to do. 5 But I understood and I was a hundred-percent that 6 nothing is going to happen because we have done it so 7 many times before. My chiefs met with them so many 8 times and they tell you, yes, yes, yes. Then he goes 9 and he doesn't do anything. Basically he wants to 10 continue working without doing it. 11 Then she walks into the meeting. After the 12 first part of the meeting finished, she barged into the 13 conference room and she started yelling at Jason. She 14 said why did you turn the zoom off. He said because now 15 we are going to discuss the violation with our attorneys 16 and I don't want you to get involved. You are an 17 elected official; that's for your own protection. She 18 said get out from the meeting if you don't like it. And 19 he got out from it. She kicked him out from the 20 meeting. That's all documented. That was her 21 assistant. He is the city manager actually. He packed 22 his stuff and he left the meeting. She sat next to me. 23 She said -- she pointed her finger in my face and she 24 said I was researching all night long last night. Okay. 25 11:00 or something like that. I know how much power you	Page 33 1 And you guys are attorneys. And our attorney is still 2 present. I said you guys understand the state statute 3 and the violation of the state statute, what does it 4 mean. I'm not going to lose my license and I'm not 5 going to go to jail for anybody, okay. And on top of 6 that, my job is to protect the public, okay. This is 7 public safety. Okay. Building being installed 8 illegally, look how many issues we had with bridges 9 collapse, building collapse, okay. I'm not going to 10 allow stuff like that under my jurisdiction. Then it 11 hit after 5:00. Usually we finish work at 12:30. But 12 it was like after 5:15. I said okay, with all due 13 respect, everybody, and I told her -- meaning Lynn 14 Stoner -- I said we can stay here until 12:00. We can 15 stay 'til the morning. No, I'm not trying to be, like, 16 offensive or anything. We can order food, we can order 17 coffee, and you can try to persuade me and I'm going to 18 keep saying no. So it is your choice. 19 Q. Was there -- from what I understand from your 20 previous statements, there was a time where she 21 whispered to you about letting the construction continue 22 because the developer's bank was coming Sunday that week 23 or something like that. Do you recall that? 24 A. Yes, I absolutely recall. 25 Q. Was that at the same meeting we are talking
Page 32 1 have, okay. And I said why did you research 'til 11:00? 2 You could have called me. You always call me at night. 3 I could have given you the state statutes and saved you 4 all this time. Okay. I would tell you what state 5 statute under my power explained in detail. She said, 6 anyway, you have so much power, you can do anything you 7 want in this city, okay, so you can allow him to 8 continue to work without the permit. I said that is not 9 going to happen. I said it a hundred times, and this 10 is, again, one more time. I'm not going to allow 11 anybody to work without permit. That would be a 12 violation of state statute and I'm not going to do that. 13 Then his attorney -- his name -- his first name is Bill, 14 I'm sorry, I forgot his last name. He said, Danny, what 15 can we do? I've known him for years. He is well-known 16 in the city. He said what can we do? I said -- I said 17 Bill, we have known each other for years. The proper 18 way to move forward is to have your client pull a 19 permit. Without pulling a permit, one more time, I am 20 not going to allow anybody to continue working without a 21 permit. She started arguing. They started discussing 22 what other possibilities. I said there's no other 23 possibility. You are trying to dance around the issue. 24 There's no other possibility. This is the code. This 25 is the state statute. You all know how to read, okay.	Page 34 1 about? 2 A. Yes. She leaned toward me and she said let him 3 continue working, okay, because tomorrow or after 4 tomorrow the bank is coming to check and they need to 5 see that there is some activity and don't send any 6 inspector and we are going to remove the violation. I 7 said so you want me, again, to conspire to falsify 8 records and statement. She said nobody should go to the 9 job site. I said you are telling me what to do. 10 Q. When she said no one should go to the job site, 11 she means no one from your office, no inspectors? 12 A. No inspectors from my office should go to the 13 job site. And, again, my answer as usual, you are 14 interfering with my -- you are acting now as a building 15 official. 16 Q. Okay. So then from what I understand, the 17 contractor, Chris Longworth, continued with the 18 project. They continued construction and your 19 inspectors went? 20 A. Yes, sir. They continued and my inspectors go 21 and post another violation and he didn't care. He 22 didn't care. But between that meeting on Monday or 23 Tuesday and Thursday, I had my regular biweekly meeting 24 with her. I walk to the meeting and they told me the 25 meeting is not in her office, it was in the conference

1 room. I knew something was wrong. I saw the HR 2 director and the assistant. She handed me the 3 termination letter. I said what is that? She said the 4 one where you are no longer working here because I have 5 been asking you to include the building department and 6 you didn't. I said, well, there's no substantiation. 7 You never discussed with me. You never wrote anything 8 to me about deficiencies in the building department. 9 Show me any documentation and we will discuss it. But 10 your letter is not substantiated. 11 Q. But before that, before you were fired, from 12 what I understand, she told you don't send the 13 inspectors, don't get involved, and they continue with 14 the project and you did send the inspectors and she was 15 very upset at that and questioned as to why you sent the 16 inspectors to the Pixl Project and why you could not 17 have waited until after the bank had approved the 18 developer's application? 19 A. That is correct. She called me and she used 20 profanity. What the F did you do? Didn't I tell you 21 not to send the inspectors and you send them anyway. I 22 said, again, I followed the law and that's what the code 23 says and I sent the inspector. She started cursing me 24 and yelling and she hang up the phone. 25 Q. Okay. Mr. Ezeddine, I don't think I have any	Page 35 1 something like that, okay. Immediately when I took over 2 the building department, the question she said -- the 3 request she said, first thing I want you to do is fire 4 Adam. I said I am not firing Adam. I said he is a 5 well-qualified assistant building official, he's a 6 licensed architect, and I'm not going to get rid of a 7 well-qualified person. 8 Q. Okay. From what -- correct me if I'm wrong, 9 but I understood that you took over the building 10 department with the previous mayor? Is that true? 11 A. Yes. 12 Q. So now you are saying immediately -- soon as 13 you took over the building department, Lynn Stoner -- 14 A. I'm sorry. When she got elected. I apologize. 15 I will clarify that. Yeah. When she got elected. 16 Q. So when she took over? 17 A. Yes. I'm sorry. 18 Q. No problem. 19 MR. MCCORMACK: Okay. All right. 20 Mr. Ezeddine, I don't have any questions for you 21 right now. I think I am done. Thank you for your 22 time. 23 THE WITNESS: Thank you very much. 24 COURT REPORTER: Thank you. 25 - - - Page 37
1 other questions at this point. Is there anything else 2 that you want me to know right now? 3 A. I think I included it in one of my -- in one of 4 my reports to the OIG. The moment that they took over 5 the building department, I had a meeting with her and 6 she asked me to fire my assistant. His name is Adam 7 [indiscernible]. He's a building official now at the 8 county. I said why should I fire him? She said I don't 9 like him. I said, Lynn, it is not that you don't like 10 him; Chris Longworth doesn't like him. So, Adam was 11 the assistant building official and he is the one that 12 initiated the violation on Strata. 13 Q. Okay. 14 A. And Chris Longworth told me when I became the 15 building official, he said he is a bad seed and you need 16 to get rid of him. I said, Chris, with all due respect, 17 okay, you don't tell me how to operate my department and 18 you don't tell me who is a good employee and who is not 19 a good employee in my department. He said, well, 20 anyway, you are going to get a call -- exactly -- he 21 said, anyway, you are going to get a call from Lynn 22 Stoner regarding that. I said, okay, whatever. 23 Q. So this was in -- when she first took office? 24 A. Yes. It was June 6 I took over the building 25 department and I met with her the second day or Page 36	Page 38 1 THE STATE OF FLORIDA) 2 COUNTY OF BROWARD) 3 4 I, the undersigned authority, certify that 5 ADNAN EZZEDDINE personally appeared before me on the 6 5th day of May, 2023, and was duly sworn. 7 8 WITNESS my hand and official seal this 19th 9 day of May, 2023. 10 11 12 13 14 <u>AMBER N. GABEL</u> 15 Notary Public - State of Florida 16 17 Commission No. HH 80883 18 Expires: January 14, 2025 19 20 21 22 23 24 25

B-11

1 CERTIFICATE
2

3 I, AMBER N. GABEL, Stenographic Reporter,
4 State of Florida at Large, certify that I was
5 authorized to and did stenographically report the
6 foregoing proceedings and that the transcript is a
7 true and complete record of my stenographic notes.

8 This Zoom hearing occurred during the
9 COVID-19 pandemic conducted using videoconference
10 technology, and it is therefore subject to the
11 technological limitations of court reporting
12 remotely.

13 Dated this 19th day of May, 2023.

14 AMBER N. GABEL, Court Reporter
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EXHIBIT C

EXHIBIT C



BROWARD COUNTY

BRENDA D. FORMAN
CLERK OF THE CIRCUIT AND COUNTY COURT



lambeth.marian@leg.state.fl.us

Expand All

Case Number	Filed Date	Disposition Date	County	Case Type	Status	Contested
062023CF005588A28810 [23-005588-CF10A]	05/23/2023		BROWARD	1st Degree Felony	Pending	No
Charge Seq #	Description	Date	Phase	Trial		
1	Official Misconduct	05/23/2023	Prosecutor Filed			
2	Falsify Records	05/23/2023	Prosecutor Filed			
3	Falsely Act As Certificate Holder	05/23/2023	Prosecutor Filed			
4	Falsely Act As Certificate Holder	05/23/2023	Prosecutor Filed			
Party Name	Party Type	Attorney	Bar ID			
PK, THOMAS J COLEMAN	JUDGE					
State of Florida	STATE ATTORNEY					
Stoner, Vera Lynn	DEFENDANT	DAVIS, LARRY SCOTT	437719			
Davis, Larry Scott	ATTORNEY					

Dockets

Page : 1				10
Image	Doc #	Action Date	Description	Pages
	34	02/14/2024	Defense Notice of Taking Depositions	2
	33	02/02/2024	File Court's Notice Of hearing	1
	32	02/02/2024	Hearing Held - Status Conference "((D))"GR N BLAND-LAWS	
	31	01/15/2024	File Court's Notice Of Hearing	1
	30	01/16/2024	Hearing Held - Status Conference "((D))"GR JUAN/NICA BLAND-LAWS	
	29	12/11/2023	File Court's Notice Of hearing	1
	28	12/11/2023	Calendar Call/Held "((D))"GR N BRENY-LAWS	
	27	12/04/2023	Defense Notice of Taking Depositions	2
	26	10/26/2023	Defense Notice of Taking Depositions	2
	25	10/09/2023	File States Supplemental Discovery	1

Judge Assignment History

Court Events

Sentences

Financial Summary

Reopen History

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COMPLAINT AFFIDAVITBROWARD COUNTY
ARREST NO.

SHADED FIELDS MUST BE ANSWERED IF DEFENDANT NOT IN CUSTODY

OBT. NO.

FILING AGENT SAO-DIV		OFFENSE REPORT		LOCAL I.D. NO.		FDLE		FBI		SS NO.	
DEFENDANT'S LAST NAME FIRST MIDDLE STONER VERA-LYNN						ALIAS/STREET NAME			CITIZENSHIP US		
RC. W	SEX F	HGT.	WGT	HAIR	EYES.	COMP.	AGE	DOB 12/7/1953	BIRTHPLACE		SCARS, MARKS, TT
PERMANENT ADDRESS						LOCAL ADDRESS					
RESIDENCE TYPE: (1) CITY (2) COUNTY (3) FLORIDA (4) OUT OF STATE						PLACE OF EMPLOYMENT			LENGTH		
HOW LONG DEFENDANT IN BROWARD COUNTY		BREATHALYZER BY/CCN		READING		PLACE OF ARREST		DATE/TIME ARRESTED		ARRESTING OFFICER(S) CCN	
OFFICER INJURED Y ☐ N ☐		UNIT	ZONE	BEAT	SHIFT	UNIT TRANSPORTING PRISONER		TRANSPORTING OFFICER/CCN		PICK-UP TIME	DRUG TYPE
TYPE U-UNKNOWN N-N/A Z-OTHER A-AMPHETAMINE		B-BARBITURATE C-COCAINE E-HEROIN		H-HALLUCINOGEN M-MARIJUANA O-OPIMUM		P-PARAPHERNALIA/ EQUIPMENT S-SYNTHETIC		ACTIVITY Y N UNK N/A INFLUENCE ☐ ☐ ☐ P-POSSES T-TRAFFIC		INDICATION OF: K-DISPENSE/ PRODUCE/ CULTIVATE Z-ZONE ALCOHOL DRUG INFLUENCE	

ATTACH
DEFENDANT'S
PHOTO

DEFENDANT'S VEHICLE-MAKE TYPE YEAR COLOR

VEHICLE TOWED TO TAG NO. OTHER IDENTIFIERS OR REMARKS

NAME OF VICTIM (IF CORPORATION, EXACT LEGAL NAME AND STATE OF INCORP.)		ADDRESS		PHONE #
COUNT NO.	OFFENSES CHARGED	CITATION # IF APPLICABLE	F.S. # OR CAPIAS/WARRANT #	
1	OFFICIAL MISCONDUCT		838.22	
2	FALSIFICATION OF RECORDS		839.13(1)	
3	INFLUENCE A BUILDING OFFICIAL TO VIOLATE FLA STATUTES		468.629(1)	
4	INFLUENCE A BUILDING OFFICIAL TO VIOLATE FLA STATUTES		468.629(1)	

PROBABLE CAUSE AFFIDAVIT

The undersigned, Leroy Wilson, has reviewed sworn statements, official documents, emails, correspondence, and other evidence and has probable cause to believe that between April 8, 2020, and September 22, 2020, in Broward County, Florida, Defendant Vera-Lynn Stoner, while acting as a public servant, specifically Mayor of Plantation, did the following:

1) Executed a letter from the Office of the Mayor of the City of Plantation, and/or caused Jason Nunemaker, her Chief Administrative Officer, to execute a letter from the Office of the Mayor of the City of Plantation, with the subject line: "Re: CITY OF PLANTATION vs. STRATA GROUP, LLC; CASE NO: CE18-00541" wherein it was falsely stated: (a) that Strata Group LLC and its principal had "established to the satisfaction of the City of Plantation that the conditions for which the accrual of fines arose, have been corrected and eliminated" when Strata Group LLC had not, and/or (b) with respect to Code Enforcement Case CE18-00541 involving a Strata Group project, "that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied" when they had not been, in an effort to knowingly and intentionally provide a benefit to Christopher Longworth and/or development companies in which he appeared on their articles of incorporation or organization, as Stoner was aware that the violations and fines were affecting Longworth's ability to obtain a loan and the falsified document would help overcome that complication, contrary to Florida Statute 838.022(1)(a).

2) Executed a letter from the Office of the Mayor of the City of Plantation, and/or caused Jason Nunemaker, her Chief Administrative Officer, to execute a letter from the Office of the Mayor of the City of Plantation, with the subject line: "Re: CITY OF PLANTATION vs. STRATA GROUP, LLC; CASE NO: CE18-00541" wherein it was falsely stated: (a) that Strata Group LLC and its principal had "established to the satisfaction of the City of Plantation that the conditions for which the accrual of fines arose, have been corrected and eliminated" when Strata Group LLC had not, and/or (b) with respect to Code Enforcement Case CE18-00541 involving a Strata Group project, "that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied" when they had not been, contrary to Florida Statute 839.13(1).

I swear the above statement is correct and true to the best of my knowledge and belief.

OFFICER/AFFIANT'S SIGNATURE

OFFICER'S NAME/CCN

OFFICER'S DIVISION

STATE OF FLORIDA - COUNTY OF BROWARD.

The foregoing instrument was acknowledged before me this 12 day of MAY by Raul PEREZ-GUIBAR who is personally known to me or who has produced (ID Type) as identification and who DID take an oath

DEPUTY CLERK OF THE COURT, NOTARY PUBLIC, OR ASSISTANT STATE ATTORNEY

TITLE OR RANK/CCN

FIRST APPEARANCE / ARREST FORM

SEVENTEENTH JUDICIAL CIRCUIT
BROWARD COUNTY
STATE OF FLORIDA
BSODS #1 (REV 9/91)SHOULD ADDITIONAL SPACE BE NEEDED, USE PROBABLE CAUSE AFFIDAVIT CONTINUATION
COURT COPY

C-2

☐ COMPLAINT AFFIDAVIT☐ ARREST FORM

BROWARD COUNTY

PROBABLE CAUSE AFFIDAVIT CONTINUATION

ARREST NO.

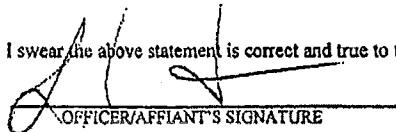
OBTS NO

DEFENDANT'S LAST NAME STONER	FIRST VERA-LYNN	MIDDLE VERA-LYNN	SUF	HGT 5'5	WGT	RC W	SEX F	DOB 12/7/1953	OFFENSE REPORT	ARRESTING OFFICER (S)/CCN
NAME OF VICTIM (IF CORPORATION, EXACT LEGAL NAME AND STATE OF INCORP.) ADDRESS									PHONE #	
COUNT NO.	OFFENSES CHARGED				CITATION # IF APPLICABLE			F.S. # OR CAPIAS/WARRANT #		

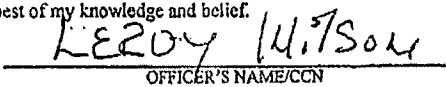
3) In violation of Florida Statute 468.629(f), requested City of Plantation Building Official and certificateholder Adnan "Danny" Ezzeddine, a subordinate employee, to: (a) do her a "favor" and write an official letter stating that Strata Group LLC's building code violations and fines in Code Enforcement Case CE 18-00541 had been resolved when they had not, which would have caused Ezzeddine to violate Florida Statute 468.604 had he done so, and/or (b) eliminate all the violations pertaining to Strata Group LLC, despite Strata Group LLC not complying with the Florida Building Code to resolve the violations, which would have also caused Ezzeddine to violate Florida Statute 468.604.

4) In violation of Florida Statute 468.629(f), Stoner, who wanted City of Plantation Building Official and certificateholder Adnan "Danny" Ezzeddine, a subordinate employee, to allow Christopher Longworth and/or Strata Group LLC to conduct construction operations on a project known as "Pixl" without a proper permit, attempted to threaten, coerce, trick, persuade, or otherwise influence Ezzeddine to violate Florida Statute 468.604 when she: (a) instructed Ezzeddine to not throw her "under the bus" during his discussion with Longworth about the city's stop-work order on the project for lack of a proper permit; and/or (b) told Ezzeddine that concrete on the Pixl project poured before inspection and without a permit would not be removed to be inspected, despite the need for Ezzeddine's office to inspect the project before the concrete foundation is poured; and/or (c) instructed Ezzeddine that he had so much power that he could allow the Pixl project to proceed without complying with the Florida Building Code and without the proper permit; and/or (d) repeatedly sent Ezzeddine text messages questioning Ezzeddine on the Pixl permitting process and its delays; and/or (e) told Ezzeddine that the issues with the Pixl permit's pending review all come back to him and that he needed to fix the problem since he had so much "power," which Stoner stated she had been researching since the night before; and/or (f) responded to Ezzeddine that he could allow the Pixl project construction to proceed without a permit, after Ezzeddine stated that he would be violating the Florida Building Code by allowing construction to continue despite the violations already committed; and/or (g) told Ezzeddine to let the construction continue and to not send inspectors to the jobsite because the developer's bank was going to visit the property that week; and/or (h) after the inspectors went to the Pixl jobsite, scolded Ezzeddine and questioned him as to why he would send inspectors to the Pixl project to verify reports of continued unpermitted construction, and as to why could he not have waited to send the inspectors until after the bank had approved the developer's application.

I swear the above statement is correct and true to the best of my knowledge and belief.



OFFICER/AFFIANT'S SIGNATURE



OFFICER'S NAME/CCN



OFFICER'S DIVISION

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of MAY, 2022, by Ram Perez Cubay who is personally known to me or who has produced (ID Type) Identification, and who DID take an oath.

(SEAL OR STAMP)

DEPUTY CLERK OF THE COURT, NOTARY PUBLIC, OR ASSISTANT STATE ATTORNEY



TITLE OR RANK/CCN

FIRST APPEARANCE/ARREST FORM

SEVENTEENTH JUDICIAL CIRCUIT
BROWARD COUNTY
STATE OF FLORIDA
BSODB-2A (REV. 9/91)

COURT COPY

C-3

IN THE SEVENTEENTH JUDICIAL CIRCUIT/ BROWARD COUNTY COURT
IN AND FOR BROWARD COUNTY, FLORIDA

STATE OF FLORIDA

Case Number 23-5588 CF 10A

Vera Lynn Stoner
Defendant.

Judge COLEMAN (FK)

The ARRAIGNMENT / STATUS / COP / VOP / VOCC / FINAL

in this case is scheduled for 04-19 20 24, at 8:30 AM / 10:00 AM in Room @ 9:00
7870 of the Broward County Courthouse, Judicial Complex. / 1:30 PM

Remarks LAST / DEFENSE CONT / STATE CONT / JOINT CONT / COURT CONT - GRANTED

JURY TRIAL 8:30 / 10:00 AM

CALENDAR CALL 8:30 / 10:00 AM

DOC / SENTENCING / SURRENDER

☐ READY FOR TRIAL ☐ SPEEDY WAIVED

☐ WAIVE DEFT'S APPEARANCE AT NEXT HEARING

SVOP ☐ PTI STATUS

COMPET EVAL ORDERED BY: ATTORNEY JUDGE

CONFIDENTIAL YES: NO: SET NEW DATES

THE DEFENDANT'S PRESENCE IS REQUIRED AND MANDATORY. THE FAILURE OF THE DEFENDANT TO APPEAR ON THE DATE AND TIME NOTED HEREIN SHALL RESULT IN THE ESTREATURE OF ANY BOND AND A WARRANT FOR THE DEFENDANT'S ARREST.

Done and Ordered on 2-2, 20 24 ZOOM PHONE (646) 876-9923
ZOOM ID# 789 349 686

Open
Court

By
Mail

☒ Defendant ☐
☒ Defense Attorney ☐
☒ Bondsman ☐
☒ By Attorney ☐
☐ State ☐
☐ Probation ☐

THOMAS J. COLMAN
Judge

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Room 20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days. If you have a hearing or voice disability you can contact the court through the Florida Relay Service by calling 711.

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY FLORIDA

State of Florida
Plaintiff

vs.

Vera Lynn Stoner

Defendant.

CASE NO. 23005588CF10A
JUDGE: THOMAS J. COLEMAN

Filed In Open Court,
CLERK OF THE CIRCUIT COURT
ON
BY
FEB 24 2026

PLEA OF GUILTY OR NO CONTEST TO CRIMINAL CHARGES IN CIRCUIT COURT

(u/s) 1. I am pleading to the charge(s) of: 1 count of Official Misconduct (3d degree felony)
2 counts of Influence a Building Official
(1st degree misdemeanors)

(u/s) 2. I understand the maximum penalty provided by law is 5 years State prison for felony
1 year jail for each misdemeanor

(u/s) 3. I understand the minimum penalty provided by law is state probation

(u/s) 4. I understand that if the Court accepts my plea to the charge(s) listed in paragraph 1 above,
my sentence will be:

withhold of adjudication on Count 1 of Official Misconduct

nolle prosequi on Count 2

withhold of adjudication on Counts 3 and 4 of Influence a Building Official

12 months of state probation; no objection to early termination

pay court costs and costs of prosecution, if any

(u/s) 5. I know other than the proposed sentence described in paragraph 4, above, no one has
made any promises or guarantees to me.

(u/s) 6. I understand the difference between a plea of Guilty, No Contest, and Not Guilty.

(u/s) 7. I understand I have the right to a trial before a Judge or Judge and Jury.

(u/s) 8. I understand that I have the right to be represented by a lawyer and if I cannot afford a
lawyer I have the right to have a lawyer appointed to represent me.

(u/s) 9. I understand that I have the right to require the State to establish my guilt beyond a
reasonable doubt at trial.

(u/s) 10. I understand that I have the right to question witnesses at trial, the right to call witnesses
of my own at trial, and to have those witnesses subpoenaed to trial.

(u/s) 11. I understand that I have the right to have the presumption of innocence until the State
proves guilt beyond a reasonable doubt.

(u/s) 12. I understand that I have the right to remain silent and not have the fact that I remained
silent be considered against me by the Judge or Jury at trial.

C-5

(uls) 13. I understand that I have the right to testify at trial if I wish, and have my testimony considered by the same standards as the other witnesses.

(uls) 14. I understand that by pleading Guilty or No Contest I give up my right to challenge the manner in which evidence was obtained against me.

(uls) 15. I understand by pleading Guilty or No Contest, I am giving up and waiving all of my rights listed in this plea form and the Judge will impose the sentence listed in paragraph 4, or if I plea open to the Judge, any sentence the Judge deems appropriate.

(uls) 16. I understand that if I have any conviction(s) in the future, what happens today will be a factor in determining my punishment in the future.

(uls) 17. I understand if the charge to which I am pleading is a sexually violent offense or a sexually motivated offense, or if I have been previously convicted of such an offense, that this plea may subject me to involuntary civil commitment as a sexually violent predator upon completion of my sentence.

(uls) 18. I understand that if I am not a U.S. Citizen, that I shall be subject me to deportation proceedings brought against me by Homeland Security, U.S. Immigration and Naturalization Service and Federal Law. I have consulted with an immigration attorney and know the consequence of entering this plea and how it will affect my residency status in the United States.

(uls) 19. I understand that if the charges against me are drug-related that my driver's license, as well as any other state-issued license(s), may be suspended or revoked for a period of not less the one (1) year, as a result of my plea.

(uls) 20. I understand this plea may violate any probation, community control or parole I was serving on the date of the offense to which I am now pleading.

(uls) 21. I understand if I am found in violation of any condition(s) of probation or community control I understand that I may get sentenced to more severe penalties in the future.

(uls) 22. I understand I have the right to speak to the Judge concerning the sentence before sentencing, and to appeal the judgment and sentence imposed within thirty (30) days, with the right to have an attorney appointed for such an appeal if I cannot afford one. This appeal must be filed with the Fourth District Court of Appeal in West Palm Beach, Florida, within 30 days of the date the sentence is imposed.

(uls) 23. I am not under the influence of any alcohol or drugs at this time and I am not physically or mentally ill or impaired at this time.

(uls) 24. I waiving my rights and entering my plea freely and voluntarily. I have not been threatened, forced, or coerced into this plea. I have not been promised any reward or favor for giving up my rights or entering my plea by anyone.

(uls) 25. I know by entering my plea I am saying that I consider it to be in my best interest to resolve the matter, by giving up the rights listed in this plea form.

(uls) 26. I am satisfied with the advice and representation I have received from my lawyer and I am entering this plea after I have had a full opportunity to discuss my case with my lawyer.

(uls) 27. I know by entering my plea I am saying that I consider it to be in my best interest to resolve the matter at this time by giving up the rights listed on this form.

(u/s) 28. I read each paragraph on both sides of this plea form, I understood each paragraph, I initialed each paragraph after I read the paragraph, and I enter my plea of:

(check one only):

/ / Guilty

/ X / No Contest

Vera - Lynn Stoner
Defendant's Signature

12/7/1953
Date of Birth

[Signature]
Attorney's Signature

437719
Florida Bar No.

I find that the facts which the State is prepared to prove are sufficient to sustain the plea. I find the Defendant appears to be alert, intelligent, understands the nature of the charge(s), and the consequences of the plea. I find the plea is freely and voluntarily made with a knowing and intelligent waiver of rights and with the advice of competent legal counsel.

[Signature]
THOMAS J. COLEMAN Circuit Judge

If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Court Administrator's ADA Coordinator at 954-831-7721 within 2 working days of your receipt of this notice. If you are hearing impaired or voice impaired, call 954-831-7017 or call the Florida Relay Service at 1-800-995-8771 (TTY) or 1-800-995-8770 (Voice).

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Rule 3.992(a) Criminal Punishment Code Scoresheet

The Criminal Punishment Code Scoresheet Preparation Manual is available at: http://www.dc.state.fl.us/pub/sen_cpcm/index

1 DATE OF SENTENCE	2 PREPARER'S NAME SAO - 1342 ☒ SAO ☐ DC	3. COUNTY Broward	4. SENTENCING JUDGE COLEMAN, THOMAS	
5 DEFENDANT(LAST, FIRST, MI.) STONER VERA-LYNN	6.DOB 12/07/1953	8 RACE WHITE	10. PRIMARY OFF DATE 04/09/2020	12 PLEA ☐ TRIAL ☒
	7. DC #	9 GENDER F	11. PRIMARY DOCKET # 23005588CF10A	

I. PRIMARY OFFENSE: If qualifier, please check ☐ Attempt ☐ Solicitation ☐ Conspiracy ☐ Reclassification

FEL/MM DEGREE	F.S.#	DESCRIPTION	OFFENSE LEVEL	POINTS
FEL/3	838.022(1)	OFFICIAL MISCONDUCT	4	
(Level - Points: 1=4, 2=10, 3=16, 4=22, 5=28, 6=36, 7=56, 8=74, 9=92, 10=116)				
Prior capital felony triples Primary Offense points ☐				

Filed in Open Court, Clerk of the Circuit Court
 ON FEB 24 2026
 I. 22.00

II. ADDITIONAL OFFENSE(S):

DOCKET #	FEL/MM DEGREE	F.S.#	OFFENSE LEVEL	QUALIFY A S C R	COUNTS	POINTS	TOTAL
23005588CF10A	MM/1	468.629(1)(F)	MM	☐ ☐ ☐ ☐	1 x	0.20	0.20
DESCRIPTION:		INFLUENCE A BUILDING OFFICIAL TO VIOLATE FLORIDA STATUTES()					
23005588CF10A	MM/1	468.629(1)(F)	MM	☐ ☐ ☐ ☐	1 x	0.20	0.20
DESCRIPTION:		INFLUENCE A BUILDING OFFICIAL TO VIOLATE FLORIDA STATUTES()					
				☐ ☐ ☐ ☐	0 x	0.00	0.00
DESCRIPTION:							
				☐ ☐ ☐ ☐	0 x	0.00	0.00
DESCRIPTION:							
(Level - Points: M=0.2, I=0 7, 2=1 2, 3=2.4, 4=3.6, 5=5 4, 6=18, 7=28, 8=37, 9=46, 10=58)							
Prior capital felony triples Additional Offense points ☐							
Supplemental Page Points:							0
II.							<u>0.40</u>

III. VICTIM INJURY:

	Number	Total		Number	Total
2nd Degree Murder	240 x 0 =	0	Slight	4 x 0 =	0
Death	120 x 0 =	0	Sex Penetration	80 x 0 =	0
Severe	40 x 0 =	0	Sex Contact	40 x 0 =	0
Moderate	18 x 0 =	0			
III. <u>0.00</u>					

IV. PRIOR RECORD:

FEL/MM DEGREE	F.S.#	OFFENSE LEVEL	QUALIFY A S C R	DESCRIPTION	NUMBER	POINTS	TOTAL
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00
			☐ ☐ ☐ ☐		0 x	0.00	0.00

(Level - Points M=0 2, I=0.5, 2=0.8, 3=1.6, 4=2.4, 5=3.6, 6=9, 7=14, 8=19, 9=23, 10=29)

Supplemental Page Points:

IV. 0

Page SubTotal: 22.40

Effective Date For Offenses committed under the Criminal Punishment Code effective for offenses on or after October 1, 1998, and subsequent revisions.

23005588CF10A

Page 1 of 3

02/23/2026 4:50:51PM

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NAME (LAST,FIRST,MI)
STONER, VERA-LYNN

DOCKET #
23005588CF10A

V. Legal Status Violation = 4 Points

Page 1 SubTotal: 22.40

- ☐ Escape ☐ Fleeing ☐ Failure to appear ☐ Supersedeas bond ☐ Incarceration ☐ Pretrial intervention or diversion program
- ☐ Court Imposed or post prison release community supervision resulting in a conviction

V. 0

VI. Community Sanction Violation before the court for sentencing

VI. 0

- ☐ Probation ☐ Community Control ☐ Pretrial intervention or diversion
- ☐ 6 points for any violation other than new felony conviction x each successive violation OR
- ☐ New felony conviction = 12 points x 0 each successive violation if new offense results in conviction
- ☐ 12 points x each successive violation for a violent felony offender of special concern when the violation is not based solely on failure to pay costs, fines, or restitution OR
- ☐ New felony conviction = 24 points x each successive violation for a violent felony offender of special concern if new offense results in a conviction before or at the same time for violation of probation

VII. Firearm/Semi-Automatic or Machine Gun = 18 or 25 points

VII. 0

VIII. Prior Serious Felony - 30 points before or at same time as sentence for violation of probation OR

VIII. 0

IX. Enhancements (only if the primary offense qualifies for enhancement)

SubTotal Sentence Points: 22.40

Specified Justice System Personnel ☐ x 1.5 ☐ x 2.0 ☐ x 2.5

Drug ☐ x 1.5

Motor Vehicle Theft ☐ x 1.5

Criminal Gang ☐ x 1.5

Domestic Violence in the Presence or Related ☐ x 1.5

Adult-on-Minor Sex Offense ☐ x 2.0

Aggravated Animal Cruelty ☐ x 1.25

Fleeing/Aggravated Fleeing ☐ x 1.5

Enhanced SubTotal Sentence Points: **IX.** 0

TOTAL SENTENCE POINTS. 22.40

THIS SECTION LEFT BLANK

NAME (LAST, FIRST, MI)
STONER, VERA-LYNN

DOCKET #
23005588CF10A

SENTENCE COMPUTATION

If total sentence points are less than or equal to 44, the lowest permissible sentence is any non-state prison sanction. If the total sentence points are 22 points or less, see Section 775.082(10), Florida Statutes, to determine if the court must sentence the offender to a non-state prison sanction.

If total sentence points are greater than 44:

$$\frac{0.00}{\text{total sentence points}} \text{ minus } 28 = \frac{0.00}{\text{lowest permissible prison sentence in months}} \times .75 = \frac{0.00}{\text{lowest permissible prison sentence in months}}$$

If total sentence points are 60 points or less and court makes findings pursuant to both Florida Statute 948.20 and 397.334(3), the court may place the defendant into a treatment-based drug court program

The maximum sentence for each individual felony offense is the statutory maximum as provided in s 775.082, F.S., unless the lowest permissible sentence listed above exceeds the statutory maximum for that offense. If the lowest permissible sentence exceeds the statutory maximum for an individual felony offense, the lowest permissible sentence replaces the statutory maximum and must be imposed for that offense. See State v. Gabriel, 314 So. 3d 1243 (Fla. 2021). Sentences for multiple felony offenses may be imposed concurrently or consecutively. If total sentence points are greater than or equal to 363, a life sentence may be imposed.

Primary offense: OFFICIAL MISCONDUCT 0.00

Description	Maximum sentence in years
Additional offense.	
Description	Maximum sentence in years
Additional offense.	
Description	Maximum sentence in years
Additional offense.	
Description	Maximum sentence in years
Total maximum sentence in years for all counts above if consecutive sentences imposed	
	Maximum sentence in years

TOTAL SENTENCE IMPOSED

- ☐ State Prison
☐ County Jail
☐ Community Control
☒ Probation ☐ Modified

- ☐ Life
☐ Time Served

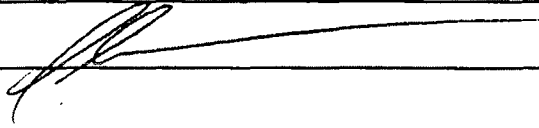
Years	Months	Days
	12	

Please check if sentenced as ☐ habitual offender, ☐ habitual violent offender, ☐ violent career criminal, ☐ prison releasee reoffender, or a ☐ mandatory minimum applies

☐ Mitigated Departure ☒ Plea Bargain ☐ Prison Diversion Program

Other Reason

JUDGE'S SIGNATURE



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[] 17th Judicial Circuit in and for Broward County

DIVISION:
CRIMINAL

ADJUDICATION WITHHELD

CLOCK IN

Filed In Open Court,
CLERK OF THE CIRCUIT COURT
ON
BY FEB 24 2026

THE STATE OF FLORIDA VS.

PLAINTIFF

DEFENDANT

CASE NUMBER

AB-5588 CFIA

The Defendant Vera-Lynn Stoner being personally before this court
represented by Larry Davis, his attorney of record, and the state
represented by E. Veit, Assistant State's Attorney, and
having [] Been tried and found guilty [] Entered a plea of Guilty [] Entered a plea of nolo contendere
of the following crime(s):

COUNT

CRIME

OFFENSE
STATUTE NUMBER

DEGREE
OF CRIME

OBTS
NUMBER

I

Official
Misconduct

838.02(1)(a)

3F

III - IV

Influence a
Building
Official

468.62(1)(f)

1M

Stayed and withheld
imposition of sentence

☒ The Court hereby stays and withholds the imposition of sentence as to counts I, III - IV
and places the Defendant on probation for a period of 12 months
under the supervision of the Department of Corrections (condition of probation set forth in separate order)

Sentence Deferred
Until Later Date
(check if Applicable)

☐ The Court hereby defers imposition of sentence until _____ (Date)

☒ Pay \$225.00 Trust Fund pursuant to F.S. 938.05 (1)(a)

the Defendant in Open Court was advised of his right to appeal from this Judgement by filing notice of appeal with the Clerk of Court within thirty days following the date sentence is imposed or probation is ordered pursuant to this adjudication. The defendant was also advised of his right to the assistance of counsel in taking said appeal at the expense of the State upon showing of indigent

COUNT (S) _____ ; _____ DAYS BROWARD COUNTY JAIL W/CREDIT FOR _____
DAYS TIMES SERVED

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served on the State Attorney by: [] Hand delivery
[] U.S. Mail and to the Defense Attorney by [] Hand delivery [] U.S. Mail this FEB 24 2026, 20____.

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DIVISION: CRIMINAL	☒ ADJUDICATION WITHHELD	CASE NUMBER 23-5588 CF 10 A
	☐ ADJUDICATED GUILTY	

FINGERPRINTS OF DEEENDANT

1. R. THUMB	2. R. INDEX	3. R. MIDDLE	4. R. RING	5. R. LITTLE

Fingerprints taken by:

Dep AL 17293 Court Deputy

Name & Title

FEB 24 2026

DONE AND ORDERED in Open Court at Broward County, Florida this ____ day of ____ 2-____.
I HEREBY CERTIFY that the above and foregoing fingerprints are of the Defendant

Vera-Lynn Stoner, and that they were placed thereon by said defendant in my presence

in Open court this date.

[Signature]
JUDGE

STATE OF FLORIDA

IN THE SEVENTENTH JUDICIAL
CIRCUIT COURT, IN AND FOR
BROWARD COUNTY

-VS-

Stoner, Vera Lynn
Defendant

Filed In Open Court,
CLERK OF THE CIRCUIT COURT
ON FEB 24 2026
BY

CASE NUMBER 230055880FLA

DC NUMBER _____

Local Jurisdiction Identification Number: _____

ORDER OF

- ☒ PROBATION ☐ DRUG OFFENDER PROBATION ☐ COMMUNITY CONTROL
☐ COMMUNITY CONTROL/PROBATION ☐ COMMUNITY CONTROL/DRUG OFFENDER PROBATION
☐ DRUG OFFENDER PROBATION/PROBATION ☐ SEX OFFENDER PROBATION
☐ COMMUNITY CONTROL/SEX OFFENDER PROBATION ☐ MENTAL HEALTH PROBATION

This cause coming before the Court to be heard, and you, the defendant, being now present before the court, and you having

- ☒ entered a plea of guilty to ☐ been found guilty by jury verdict of
☒ entered a plea of nolo contendere to ☐ been found guilty by the court trying the case without a jury of

Count 1. Official Misconduct Count _____
Count 3-4 Influence a Building Count _____
Count Official Count _____
Count _____ Count _____

SECTION 1: JUDGMENT OF GUILT

- ☐ The court hereby adjudges you to be guilty of the above offense(s).

Now, therefore, it is ordered and adjudged that the imposition of sentence is hereby withheld and that you be placed on

☐ Probation ☐ Drug Offender Probation ☐ Community Control ☐ Sex Offender Probation ☐ Mental Health Probation
for a period of _____ under the supervision of the Department of Corrections, subject to Florida law.

SECTION 2: ORDER WITHHOLDING ADJUDICATION

- ☒ Now, therefore, it is ordered and adjudged that the adjudication of guilt is hereby withheld and that you be placed on
☒ Probation ☐ Drug Offender Probation ☐ Community Control ☐ Sex Offender Probation ☐ Mental Health Probation
for a period of 12 months under the supervision of the Department of Corrections, subject to Florida law.

SECTION 3: INCARCERATION DURING PORTION OF SUPERVISION SENTENCE

It is hereby ordered and adjudged that you be:

- ☐ committed to the Department of Corrections for a term of _____ prison with credit for _____ jail time,
followed by ☐ Probation ☐ Drug Offender Probation ☐ Community Control ☐ Sex Offender Probation
☐ Mental Health Probation for a period of _____ under the supervision of the Department of Corrections,
subject to Florida law.

or

- ☐ confined in the County Jail for a term of _____ with credit for _____ jail time. After you have served _____ of the
term, you shall be placed on ☐ Probation ☐ Drug Offender Probation ☐ Community Control ☐ Sex Offender Probation
☐ Mental Health Probation for a period of _____ under the supervision of the Department of Corrections,
subject to Florida law.

or

- ☐ confined in the County Jail for a term of _____ with credit for _____ jail time, as a special condition of supervision.

C-13

Name: Stoner, Vera Lynn

Case#: 23005588CF10A

IT IS FURTHER ORDERED that you shall comply with the following standard conditions of supervision as provided by Florida law:

- (1) You will report to the probation officer as directed.
- (2) You will permit the probation officer to visit him or her at his or her home or elsewhere.
- (3) You will work faithfully at suitable employment insofar as may be possible.
- (4) You will remain within a specified place.
- (5) You will live without violating any law. A conviction in a court of law is not necessary for such a violation of law to constitute a violation of probation, community control, or any other form of court-ordered supervision.
- (6) You will make reparation or restitution to the following aggrieved party(s) for the damage or loss caused by his or her offense in an amount to be determined by the court. The court shall make such reparation or restitution a condition of probation, unless it determines that clear and compelling reasons exist to the contrary. If the court does not order restitution, or orders restitution of only a portion of the damages, as provided in s. 775.089, it shall state on the record in detail the reasons therefor: NAME: _____ TOTAL AMOUNT: \$ _____
- (7) If you have an applicable offense(s) committed on or after July 1, 1994, you will make payment owed to any county or municipal detention facility under s. 951.032 for medical care, treatment, hospitalization, or transportation received while in that detention facility, in the amount . The court, in determining whether to order such repayment and the amount of the repayment, shall consider the amount of the debt, whether there was any fault of the institution for the medical expenses incurred, the financial resources of the felony probationer, the present and potential future financial needs and earning ability of the probationer, and dependents, and other appropriate factors. NAME: _____ TOTAL AMOUNT: \$ _____
- (8) You will support his or her legal dependents to the best of his or her ability.
- (9) You will make payment of the debt due and owing to the state under s. 960.17, subject to modification based on change of circumstances. NAME: _____ TOTAL AMOUNT: \$ _____
- (10) You will pay any application fee assessed under s. 27.52(1)(b) and attorney's fees and costs assessed under s. 938.29, subject to modification based on change of circumstances. NAME: _____ TOTAL AMOUNT: \$ _____
- (11) You will not associate with persons engaged in criminal activities.
- (12) You will submit to random testing as directed by the probation officer or the professional staff of the treatment center where he or she is receiving treatment to determine the presence or use of alcohol or controlled substances.
- (13) You will submit to random substance abuse testing intermittently throughout the term of supervision, if the offense was a controlled substance violation and the period of probation immediately follows a period of incarceration in the state correctional system, upon the direction of the probation officer.
- (14) You will be prohibited from possessing, carrying, or owning any Firearm or Weapon without first procuring the consent of the probation officer.
- (15) You will be prohibited from using intoxicants to excess or possessing any drugs or narcotics unless prescribed by a physician, an advanced practice registered nurse, or a physician assistant. The probationer or community controllee may not knowingly visit places where intoxicants, drugs, or other dangerous substances are unlawfully sold, dispensed, or used.
- (16) You will submit to the drawing of blood or other biological specimens as prescribed in ss. 943.325 and 948.014 and reimburse the appropriate agency for the costs of drawing and transmitting the blood or other biological specimens to the Department of Law Enforcement.
- (17) The enumeration of specific kinds of terms and conditions does not prevent the court from adding thereto such other or others as it considers proper. However, the sentencing court may only impose a condition of supervision allowing an offender convicted of s. 794.011, s. 800.04, s. 827.071, s. 847.0135(5), or s. 847.0145 to reside in another state if the order stipulates that it is contingent upon the approval of the receiving state interstate compact authority. The court may rescind or modify at any time the terms and conditions theretofore imposed by it upon the probationer. However, if the court withholds adjudication of guilt or imposes a period of incarceration as a condition of probation, the period may not exceed 364 days, and incarceration shall be restricted to either a county facility, or a probation and restitution center under the jurisdiction of the Department of Corrections.

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Name: Stoner, Vera Lynn

Case#: 23005588CF1A

STATUTORY CONDITIONS

1. You will pay the State of Florida the amount of \$ 50.00 per month, as well as 4% surcharge, toward the cost of your supervision in accordance with s. 948.09, F.S., unless otherwise exempted in compliance with Florida Statutes.
2. You shall pay a \$2-per month surcharge to the Department of Corrections after full amount of any monthly payment required by the established written plan has been collected by the department.
3. You shall submit to a digitized photograph by the Department of Corrections as a part of your offender records in accordance with s. 948.03(1)(p). Your photograph may be displayed on the department's public website while you are under court-ordered supervision. However, your photograph will not be displayed on the website if your identity is exempt from disclosure due to an exemption from the requirements of s. 119.07.a digitized photograph by the Department of Corrections as part of your offender records.

SPECIAL CONDITIONS

- ☐ 1. You must undergo a **Drug and Alcohol / Mental Health / Psycho-Sexual** evaluation and, if treatment is deemed necessary, you must successfully complete the treatment and be responsible for the payment of any costs incurred while receiving said evaluation and treatment, unless waived by the court.

Additional instructions ordered: _____

- ☐ 2. You will make restitution to the following victim(s), as directed by the court, until the obligation is paid in full:

NAME: _____

TOTAL AMOUNT: \$ _____

Additional instructions ordered, including specific monthly amount, begin date, due date, or joint & several: _____

NAME: _____

TOTAL AMOUNT: \$ _____

Additional instructions ordered, including specific monthly amount, begin date, due date, or joint & several: _____

SPECIAL CONDITIONS – CONTINUED

- ☐ 3. You will be required to pay for drug testing unless exempt by the court.
- ☐ 4. You will enter a residential treatment program as approved by your officer. You are to remain until you successfully complete said Program. You are to comply with all Rules and Regulations of the Program.
- ☐ You shall be confined in the county jail until placement in said program, and if you are confined in the jail, the Sheriff will transport you to said program.
- ☐ You are to complete an Aftercare Program after said treatment.
- ☐ 5. You will abstain entirely from the use of alcohol and/or illegal drugs, and you will not associate with anyone who is illegally using drugs or consuming alcohol.
- ☐ 6. You will submit to urinalysis testing on a _____ basis to determine the presence of alcohol or illegal drugs. You will be required to pay for the tests unless exempt by the court.
- ☐ 7. You will not visit any establishment where the primary business is the sale and dispensing of alcoholic beverages.
- ☐ 8. You will successfully complete _____ hours of community service at a rate of _____, at a work site approved by your officer.
- Additional instructions ordered: _____
- ☐ 9. You will remain at your residence between 10 p.m. and 6 a.m. due to a curfew imposed, unless otherwise directed by the court.
- ☐ 10. You will submit to electronic monitoring, follow the rules of electronic monitoring, and pay for the cost of the electronic monitoring service.
- ☐ 11. You will not associate with _____ during the period of supervision.
- ☐ 12. You will have no contact (direct or indirect) with the victim or the victim's family during the period of supervision.
- ☐ 13. You will have no contact (direct or indirect) with _____ during the period of supervision.

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Name: Stoner, Vera Lynn

Case#: 23005588CF10A

- ☐ 14. You will maintain full time employment or attend school/vocational school full time or a combination of school/work during the term of your supervision.
- ☐ 15. You will make a good faith effort toward completing basic or functional literacy skills or a high school equivalency diploma.
- ☐ 16. You will attend a support group with a focus on _____ at least monthly, unless otherwise directed by the court.
- ☐ 17. You must successfully complete **Anger Management / Batterers Intervention** and be responsible for the payment of any costs incurred while receiving said treatment, unless waived. If convicted of a Domestic Violence offense, as defined in s. 741.28, F.S., you must attend and successfully complete a batterer's intervention program, unless otherwise directed by the court.
Additional instructions ordered: _____
- ☐ 18. You will attend an HIV/AIDS Awareness Program consisting of a class of not less than two (2) hours or more than four (4) hours in length, the cost for which will be paid by you.
- ☐ 19. If you have been found to have committed a crime on or after October 1, 2008 for the purpose of benefitting, promoting, or furthering the interests of a criminal gang, you are prohibited from knowingly associating with other criminal gang members or associates, except as authorized by law enforcement officials, prosecutorial authorities, or the court, for the purpose of aiding in the investigation of criminal activity.
- ☐ 20. You will successfully complete a Post-adjudicatory treatment-based drug court program, as provided in s. 397.334(3), F.S.
- ☐ 21. If you are required to register as a sexual predator under s. 775.21 or sexual offender under s. 943.0435, s. 944.606, or s. 944.607, F.S., you will undergo an evaluation, at your expense, by a qualified practitioner to determine whether you need sexual offender treatment. If the qualified practitioner determines that sexual offender treatment is needed and recommended, you must successfully complete and pay for the treatment as provided in s. 948.31, F.S.
- ☐ 22. Pay \$1 per month during the term of probation or community control to supplement rehabilitative efforts through First Step Funds, pursuant to s. 948.039(2), F.S.
- ☐ 23. If you are a veteran, as defined in s. 1.01, F.S. or servicemember, as defined in s. 250.01, F.S., you will participate in a treatment program capable of treating mental illness, traumatic brain injury, substance abuse disorder, or psychological problems.
- ☐ 24. You will successfully complete a post-adjudicatory mental health court program under s. 394.47892, F.S.
- ☐ 25. You will successfully complete a post-adjudicatory military veterans and servicemembers court program under s. 394.47891, F.S.
- ☒ 26. Other: May ask the court for Early term at half point
- ☐ 27. Other: _____
- ☐ 28. Other: _____
- ☐ 29. Other: _____

AND, IF PLACED ON DRUG OFFENDER PROBATION, YOU WILL COMPLY WITH THE FOLLOWING CONDITION OF SUPERVISION IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:

- (1) You will participate in a specialized drug treatment program, either as an in-patient or out patient, as recommended by the treatment provider. You will attend all counseling sessions, submit to random urinalysis and, if an in-patient, you will comply with all operating rules, regulations and procedures of the treatment facility. You will pay for all costs associated with treatment and testing unless otherwise directed.

Additional instructions ordered: _____

- ☐ (16) You will remain at your residence between _____ p.m. and _____ a.m. due to a curfew imposed, unless otherwise directed by the court.
- ☐ (17) You will successfully complete a Post-adjudicatory treatment-based drug court program, as provided in s. 397.334(3), F.S.

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Case#: 23005588CF10A

AND, IF PLACED ON COMMUNITY CONTROL, YOU WILL COMPLY WITH THE FOLLOWING CONDITIONS, IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:

- (15) You will report to your officer as directed, at least one time a week, unless you have written consent otherwise.
- (16) You will remain confined to your approved residence except for one half hour before and after your approved employment, public service work, or any other special activities approved by your officer.
- (17) You will maintain an hourly accounting of all your activities on a daily log, which you will submit to your officer on request.
- (18) You will successfully complete _____ hours of community service at a rate of _____, at a work site approved by your officer.
Additional instructions ordered: _____

☐ (19) You will submit to electronic monitoring, follow the rules of electronic monitoring, and pay for the cost of the electronic monitoring service.

AND, IF PLACED ON PROBATION OR COMMUNITY CONTROL FOR A SEX OFFENSE PROVIDED IN CHAPTER 794, s. 800.04, s. 827.071, s. 847.0135(5), or s. 847.0145, COMMITTED ON OR AFTER OCTOBER 1, 1995, OR WHOSE CRIME WAS COMMITTED ON OR AFTER JULY 1, 2021, AND WHO ARE PLACED UNDER SUPERVISION FOR A VIOLATION OF s. 787.06(3)(b), (d), (f), OR (g), OR WHOSE CRIME WAS COMMITTED ON OR AFTER JULY 1, 2023, AND WHO ARE PLACED UNDER SUPERVISION FOR ATTEMPTING, SOLICITING, OR CONSPIRING TO COMMIT A VIOLATION OF s. 787.06(3)(b), (d), (f), OR (g); CHAPTER 794; s. 800.04; s. 827.071; s. 847.0135(5); OR s. 847.0145, YOU WILL COMPLY WITH THE FOLLOWING STANDARD SEX OFFENDER CONDITIONS, IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:

- (15) A mandatory curfew from 10 p.m. to 6 a.m. The court may designate another 8-hour period if the offender's employment precludes the above specified time, and the alternative is recommended by the Department of Corrections. If the court determines that imposing a curfew would endanger the victim, the court may consider alternative sanctions.
- (16) If the victim was under the age of 18, a prohibition on living within 1,000 feet of a school, child care facility, park, playground, or other place where children regularly congregate, as prescribed by the court. The 1,000-foot distance shall be measured in a straight line from the offender's place of residence to the nearest boundary line of the school, child care facility, park, playground, or other place where children congregate. The distance may not be measured by a pedestrian route or automobile route.
- (17) Active participation in and successful completion of a sex offender treatment program with qualified practitioners specifically trained to treat sex offenders, at the offender's own expense. If a qualified practitioner is not available within a 50-mile radius of the offender's residence, the offender shall participate in other appropriate therapy.
- (18) A prohibition on any contact with the victim, directly or indirectly, including through a third person, unless approved by the victim, a qualified practitioner in the sexual offender treatment program, and the sentencing court.
- (19) If the victim was under the age of 18, a prohibition on contact with a child under the age of 18 except as provided in this paragraph. The court may approve supervised contact with a child under the age of 18 if the approval is based upon a recommendation for contact issued by a qualified practitioner who is basing the recommendation on a risk assessment. Further, the sex offender must be currently enrolled in or have successfully completed a sex offender therapy program. The court may not grant supervised contact with a child if the contact is not recommended by a qualified practitioner and may deny supervised contact with a child at any time.
- (20) If the victim was under age 18, a prohibition on working for pay or as a volunteer at any place where children regularly congregate, including, but not limited to any school, child care facilities, park, playground, pet store, library, zoo, theme park, or mall.
- (21) Unless otherwise indicated in the treatment plan provided by a qualified practitioner in the sexual offender treatment program, a prohibition on viewing, accessing, owning, or possessing any obscene, pornographic, or sexually stimulating visual or auditory material, including telephone, electronic media, computer programs, or computer services that are relevant to the offender's deviant behavior pattern.
- (22) A requirement that the offender submit a DNA sample to the Florida Department of Law Enforcement to be registered with the DNA data bank.
- (23) A requirement that the offender make restitution to the victim, as ordered by the court under s. 775.089, for all necessary medical and related professional services relating to physical, psychiatric, and psychological care.
- (24) Submission to a warrantless search by the community control or probation officer of the offender's person, residence, or vehicle.

EFFECTIVE FOR PROBATIONER OR COMMUNITY CONTROLLEE WHOSE CRIME WAS COMMITTED ON OR AFTER OCTOBER 1, 1997, AND WHO IS PLACED ON COMMUNITY CONTROL OR SEX OFFENDER PROBATION

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FOR A VIOLATION OF CHAPTER 794, s. 800.04, s. 827.071, s.847.0135(5) or s. 847.0145, OR WHOSE CRIME WAS COMMITTED ON OR AFTER JULY 1, 2021, AND WHO IS PLACED ON COMMUNITY CONTROL OR SEX OFFENDER PROBATION FOR A VIOLATION OF S. 787.06(3)(b), (d), (f), OR (g), OR WHOSE CRIME WAS COMMITTED ON OR AFTER JULY 1, 2023, AND WHO IS PLACED ON COMMUNITY CONTROL OR SEX OFFENDER PROBATION FOR ATTEMPTING, SOLICITING, OR CONSPIRING TO COMMIT A VIOLATION OF S. 787.06(3)(b), (d), (f), OR (g); CHAPTER 794; s. 800.04; S. 827.071; s. 847.0135(5); OR s. 847.0145, IN ADDITION TO ANY OTHER PROVISION OF THIS SECTION, YOU MUST COMPLY WITH THE FOLLOWING CONDITIONS OF SUPERVISION:

- (25) As part of a treatment program, participation at least annually in polygraph examinations to obtain information necessary for risk management and treatment and to reduce the sex offender's denial mechanisms. A polygraph examination must be conducted by a polygrapher who is a member of a national or state polygraph association and who is certified as a postconviction sex offender polygrapher, where available, and at the expense of the offender.
- (26) Maintenance of a driving log and a prohibition against driving a motor vehicle alone without the prior approval of the supervising officer.
- (27) A prohibition against obtaining or using a post office box without the prior approval of the supervising officer.
- (28) If there was sexual contact, a submission to, at the offender's expense, an HIV test with the results to be released to the victim and/or the victim's parent or guardian.
- (29) Electronic monitoring when deemed necessary by the probation officer and supervisor, and ordered by the court at the recommendation of the Department of Corrections. If you are placed on electronic monitoring, you must pay the department for the cost of the electronic monitoring service.
- (30) **Effective for an offender whose crime was committed on or after July 1, 2005, and who are placed on supervision for violation of chapter 794, s. 800.04, s. 827.071, s. 847.0135(5), or s. 847.0145,** a prohibition on accessing the Internet or other computer services until a qualified practitioner in the offender's sex offender treatment program, after a risk assessment is completed, approves and implements a safety plan for the offender's accessing or using the Internet or other computer services.
- (31) **Effective for offenders whose crime was committed on or after September 1, 2005,** there is hereby imposed, in addition to any other provision in this section, mandatory electronic monitoring as a condition of supervision for those who:
 - Are placed on supervision for a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older; or
 - Are designated as a sexual predator pursuant to s. 775.21; or
 - Has previously been convicted of a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older.

You are hereby placed on notice that should you violate your probation or community control, and the conditions set forth in s. 948.063(1) or (2) are satisfied, whether your probation or community control is revoked or not revoked, you shall be placed on electronic monitoring in accordance with F.S. 948.063.

- (32) **Effective for offenders who are subject to supervision for a crime that was committed on or after May 26, 2010,** and who has been convicted at any time of committing, or attempting, soliciting, or conspiring to commit, any of the criminal offenses listed in s. 943.0435(1)(h)1.a.(I), or a similar offense in another jurisdiction, against a victim who was under the age of 18 at the time of the offense; the following conditions are imposed in addition to all other conditions:
 - (a) A prohibition on visiting schools, child care facilities, parks, and playgrounds, without prior approval from the offender's supervising officer. The court may also designate additional locations to protect a victim. The prohibition ordered under this paragraph does not prohibit the offender from visiting a school, child care facility, park, or playground for the sole purpose of attending a religious service as defined in s. 775.0861 or picking up or dropping off the offender's children or grandchildren at a child care facility or school.
 - (b) A prohibition on distributing candy or other items to children on Halloween; wearing a Santa Claus costume, or other costume to appeal to children, on or preceding Christmas; wearing an Easter Bunny costume, or other costume to appeal to children, on or preceding Easter; entertaining at children's parties; or wearing a clown costume; without prior approval from the court.
- (33) **Effective for offenders whose crime was committed on or after October 1, 2014,** and who is placed on probation or community control for a violation of chapter 794, s. 800.04, s. 827.071, s. 847.0135(5), or s. 847.0145, in addition to all other conditions imposed, is prohibited from viewing, accessing, owning, or possessing any obscene, pornographic, or sexually stimulating visual or auditory material unless otherwise indicated in the treatment plan provided by a qualified practitioner in the sexual offender

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Name: Stoner, Vera Lynn

Case#: 23005588CFLJA

treatment program. Visual or auditory material includes, but is not limited to, telephone, electronic media, computer programs, and computer services.

YOU ARE HEREBY PLACED ON NOTICE that the court may at any time rescind or modify any of the conditions of your probation, or may extend the period of probation as authorized by law, or may discharge you from further supervision. If you violate any of the conditions of your probation, you may be arrested and the court may revoke your probation, adjudicate you guilty if adjudication of guilt was withheld, and impose any sentence that it might have imposed before placing you on probation or require you to serve the balance of the sentence.

IT IS FURTHER ORDERED that when you have been instructed as to the conditions of probation, you shall be released from custody if you are in custody, and if you are at liberty on bond, the sureties thereon shall stand discharged from liability. (This paragraph applies only if section 1 or section 2 is checked.)

IT IS FURTHER ORDERED that you pay:

Court Costs, Fees, and Fines, as imposed at sentencing, in the total amount of: \$ See disposition

Payments processed through the Department of Corrections will be assessed a 4% surcharge pursuant to s. 945.31, F.S.

Pursuant to s. 948.09, F.S., you will be assessed an amount of \$2.00 per month for each month of supervision for the Training Trust Fund Surcharge.

- ☐ Court Costs/Fines Waived
☐ Court Costs/Fines in the amount of _____ converted to _____ community service hours
☐ Court Costs/Fines in the amount of _____ reduced to civil judgment.

SPECIFIC INSTRUCTIONS FOR PAYMENT: _____

IT IS FURTHER ORDERED that the clerk of this court file this order in the clerk's office and provide certified copies of same to the officer for use in compliance with the requirements of law.

DONE AND ORDERED, on 2/24/26

NUNC PRO TUNC _____

Thomas J. Coleman, Circuit Judge

I acknowledge receipt of a copy of this order and that the conditions have been explained to me and I agree to abide by them.

Date: 2/24/26

Vera - Lynn Stoner
 Defendant

Instructed by: [Signature] Kaplan
 Supervising Officer

EXHIBIT D

EXHIBIT D

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LICENSEE DETAILS

1:49:53 PM 3/5/2026

Licensee Information

Name: **STONER, VERA LYNN (Primary Name)**
Main Address: **312 NW 69TH AVENUE
151
PLANTATION Florida 33317**
County: **BROWARD**

License Information

License Type: **Real Estate Broker or Sales**
Rank: **Broker**
License Number: **BK510532**
Status: **Involuntary Inactive,Active**
Licensure Date: **03/19/1990**
Expires: **03/31/2024**

Special Qualifications

Qualification Effective

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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LICENSEE DETAILS

1:54:14 PM 3/5/2026

Licensee Information

Name: STONER, VERA-LYNN (Primary Name)
STONER CONSTRUCTION INC (DBA Name)
Main Address: 312 NW 69TH AVENUE
PLANTATION Florida 33317
County: BROWARD
License Mailing: 312 NW 69TH AVENUE
151
PLANTATION FL 33317
County: BROWARD
License Location: 312 NW 69TH AVENUE
151
PLANTATION FL 33317
County: BROWARD

License Information

License Type: Certified General Contractor
Rank: Cert General
License Number: CGC1507479
Status: Current,Active
Licensure Date: 07/09/2004
Expires: 08/31/2026

Special Qualifications Qualification Effective
Construction Business 07/09/2004

Alternate Names

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Florida Profit Corporation

STONER CONSTRUCTION, INC.

Filing Information

Document Number P04000039967 FEI/EIN Number 20-0809264 Date Filed 03/03/2004 State FL
Status ACTIVE Last Event REINSTATEMENT Event Date Filed 03/16/2022

Principal Address

312 NW 69th Ave
151
Plantation, FL 33317

Changed: 01/20/2023

Mailing Address

312 NW 69th Ave
151
Plantation, FL 33317

Changed: 01/20/2023

Registered Agent Name & Address Stoner Construction, Inc.

312 NW 69th Ave
151
Plantation, FL 33317

Name Changed: 03/16/2022

Address Changed: 01/20/2023

Officer/Director Detail **Name & Address**

Title P

Stoner, Vera-Lynn
312 NW 69th Ave
151
Plantation, FL 33317

Title VP

Stoner, Elizabeth L
16964 Foxtrail Lane
Loxahatchee, FL 33470

Annual Reports

Report Year Filed Date

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2024	04/30/2024
2025	05/21/2025

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EXHIBIT E

EXHIBIT E

**City of Plantation, Florida
Permits Information**

B16-03666 **Building Project - Addition-Alteration-Completion** **PERMIT STATUS: Cancelled**

2/18/18

FOLIO: 504101410010 **DEVELOPMENT:**

JOB ADDRESS: 4350 NW 8 CT A

LEGAL DESC: PLANTATION BUSINESS PARK 125-40 B PART OF PARCEL A
DESC'D AS, COMM AT SE COR OF PARCEL A, W 100.05, N 15.01, W 1162.57, NW
34.82, NLY 299.95, E 1286.44, S 339.05 TO POB

OWNER: STRATA GROUP LLC

TENANT: INVESCA DEVELOPMENT

CONTRACTOR: INVESCA DEVELOPMENT GROUP INC - CGC1512351

DESCRIPTION OF WORK: Interior Completion of Bldg A (Completion of B15-00908,
see CE16-01747)

APPLIED: 10/03/2016

ISSUED: 11/07/2016

FINALED:

CLOSED:

CERTIFICATE OF OCCUPANCY ISSUED: N

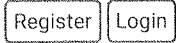
C/O DATE:

AUDIT NO:

Fees Paid: \$1,342.10

RELATED PERMITS

<u>Permit No.</u>	<u>Status</u>	<u>Finaled</u>	<u>Fees Paid</u>
B16-03681 Building Permit - Roofing INVESCA DEVELOPMENT GROUP INC - CGC1512351	Closed	08/31/2017	\$104.83
E16-01166 Electrical Permit - Addition/Alteration/Completion POWER POINT ELECTRIC INC - EC13005249	Cancelled	01/01/0001	\$1,362.00
E16-01167 Electrical Permit - Low Voltage POWER POINT ELECTRIC INC - EC13005249	Cancelled	01/01/0001	\$211.41
M16-00984 Mechanical Permit - Addition/Alteration/Completion AMERICOOOL AIR CONDITIONING & REFRIGERATION INC - CMC1249460	Cancelled	01/01/0001	\$1,613.30



Building Project - AAC

Record Info ▼ Payments ▼ Conditions

E-2

posted 3/2/18
2:22 PM
Thomas

CITY OF PLANTATION NOTICE OF VIOLATION

Date: February 28, 2018

To: STRATA GROUP LLC
1401 SW 54 AVE
PLANTATION, FL 33317

Case Number: CE18-00541

Address of Violation: 4350 NW 8 CT A

Property ID #: 504101410013

Legal Description: PLANTATION BUSINESS PARK 125-40 B PORTION OF PARCEL "A" DESC AS: BEG AT SLY MOST SE COR OF SAID PAR "A", SAID PI BEING NE COR OF LOT 1 BLK 6 OF EAST PLANTATION ESTATES 2ND ADD 65-28 B, W 100.05 TO AN INTER WITH E R/W/L OF NW 43RD AVE, N 15.01 TO A PI ON N R/W/L OF NW 8TH ST, W 373.37, N 275.84, E 462.31 TO A PI ON E/L OF PAR "A", S 286.62 TO POB

You are notified that the following violation exist on the property identified above:
Florida Building Code

Violation Numeric and Titles and required corrective action is as follows:

CHAPTER	SECTION	CORRECTIVE ACTION
FBC 105.11.2: Time Limitation	FBC 105.11.2: Time Limitation	Obtain necessary permits for commercial interior alterations.

The violation is described as follows:

Expired Permit B16-03660: Commercial Interior Alterations

Violation must be corrected by: 03/07/2018
Please call for a re-inspection to avoid a hearing being conducted.

Failure to correct the Violation by that date will result in presentation of this matter to the City of Plantation Special Magistrate at a Hearing to be held on:

03/14/2018 at 1:00 PM

at City Hall, City of Plantation, 400 NW 73 Avenue, Plantation, Florida 33317. If the Special Magistrate determines at the Hearing that a violation exists, fines may be imposed for each day the violation continues, and costs may be assessed, pursuant to Chapter 162, Florida Statutes. Please bring documentation that shows compliance or attempts at compliance (contacts, cancelled checks, etc.).

Certified Mail - #9489009000276048107592

Tony Thomas
Building Department Inspector

Building Department
City Department

954-797-2262
Phone

YOU ARE HEREBY ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

CITY OF PLANTATION AMENDED NOTICE OF VIOLATION

Date: March 6, 2018

To: STRATA GROUP LLC
1401 SW 54 AVE
PLANTATION, FL 33317

9489 0090 0027 6048 1076 15

Case Number: CE18-00541

Address of Violation: 4350 NW 8 CT A

Property ID #: 504101410013

Legal Description: PLANTATION BUSINESS PARK 125-40 B PORTION OF PARCEL "A" DESC AS: BEG AT SLY MOST SE COR OF SAID PAR "A", SAID PI BEING NE COR OF LOT 1 BLK 6 OF EAST PLANTATION ESTATES 2ND ADD 65-28 B, W 100.05 TO AN INTER WITH E R/W/L OF NW 43RD AVE, N 15.01 TO A PI ON N R/W/L OF NW 8TH ST, W 373.37, N 275.84, E 462.31 TO A PI ON E/L OF PAR "A", S 286.62 TO POB

**You are notified that the following violation exist on the property identified above:
Florida Building Code**

Violation Numeric and Titles and required corrective action is as follows:

CHAPTER	SECTION	CORRECTIVE ACTION
FBC 105.11.2: Time Limitation	FBC 105.11.2: Time Limitation	Obtain necessary permits for commercial interior alterations.

The violation is described as follows:

Expired Permit B16-03666: Commercial Interior Alterations

Violation must be corrected by: 03/07/2018
Please call for a re-inspection to avoid a hearing being conducted.

Failure to correct the Violation by that date will result in presentation of this matter to the City of Plantation Special Magistrate at a Hearing to be held on:

03/14/2018 at 1:00 PM

at City Hall, City of Plantation, 400 NW 73 Avenue, Plantation, Florida 33317. If the Special Magistrate determines at the Hearing that a violation exists, fines may be imposed for each day the violation continues, and costs may be assessed, pursuant to Chapter 162, Florida Statutes. Please bring documentation that shows compliance or attempts at compliance (contacts, cancelled checks, etc.).

Certified Mail - #9489009000276048107592

Tony Thomas
Building Department Inspector

Building Department
City Department

954-797-2262
Phone

YOU ARE HEREBY ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

**SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA**

CITY OF PLANTATION, FLORIDA

Case No: CE18-00541

Petitioner,

Vs.

STRATA GROUP LLC

Respondent

FINAL ORDER

STREET ADDRESS: 4350 NW 8 CT A, PLANTATION, FL

LEGAL DESCRIPTION FOR PROPERTY ID #504101410013

PLANTATION BUSINESS PARK 125-40 B PORTION OF PARCEL "A" DESC AS: BEG AT SLY MOST SE COR OF SAID PAR "A", SAID PI BEING NE COR OF LOT 1 BLK 6 OF EAST PLANTATION ESTATES 2ND ADD 65-28 B, W 100.05 TO AN INTER WITH E RW/L OF NW 43RD AVE, N 15.01 TO A PI ON N RW/L OF NW 8TH ST, W 373.37, N 275.84, E 462.31 TO A PI ON E/L OF PAR "A", S 286.62 TO POB

The Special Magistrate of the City of Plantation heard testimony at the hearing held on March 14, 2018, and based on the evidence, the Special Magistrate, pursuant to a judgment, enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER:

FINDINGS OF FACT

Respondent is the owner of the above referenced property. Respondent did not appear at the Special Magistrate Hearing on March 14, 2018. Respondent was notified by certified mail, City Hall posting and property posted.

On the 2nd day of March, 2018, Tony Thomas, Building Department Inspector, posted property with Notice of violation for Expired Permit B16-03666: Commercial Interior Alterations. As of the date of this hearing the violation still exists and the property remains in non-compliance.

CONCLUSIONS OF LAW

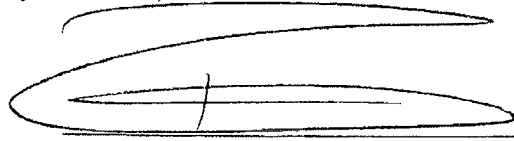
The Respondent is in violation of City of Plantation, Code of Ordinances, FBC Section 105.11.2 and pursuant to Section 162.09 of Florida Statutes, if the Respondent fails to comply with the Special Magistrate's Order, a fine may be incurred and become a lien on the Respondent's property.

ORDER

IT IS THE ORDER OF THE SPECIAL MAGISTRATE that based on the foregoing, Respondent, STRATA GROUP LLC shall comply with the City of Plantation Code of Ordinances, Section FBC 105.11.2 on or before the 13th day of April, 2018. If the Respondent does not comply within the time specified, the Respondent may be assessed a fine at \$250.00 per day for each day the violation continues to exist beyond the date set for compliance.

Upon complying, Respondent shall notify Tony Thomas, Building Department Inspector at 954-797-2262, who shall inspect the property and notify the Special Magistrate of the compliance.

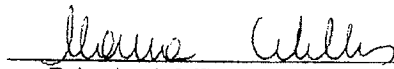
DONE AND ORDERED on this 14th day of March, 2018.



Special Magistrate

RECORD ENTRY:

I HEREBY CERTIFY that the original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) on this 20 day of March, 2018.



Principal Office Assistant

PREPARED BY:
CODE ENFORCEMENT OFFICE
CITY OF PLANTATION
451 NW 70th TERRACE
PLANTATION, FL 33317
TELEPHONE: 954-797-2267

**SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA**

CITY OF PLANTATION, FLORIDA

Case No: CE18-00541

Petitioner,

vs.

STRATA GROUP LLC

Respondents.

SUPPLEMENTAL ORDER/CLAIM OF LIEN

The City of Plantation, Special Magistrate, 400 NW 73rd Avenue, Plantation, Florida 33317, after due notice to the Respondent, and the Respondent's representative having appeared, and the Special Magistrate having heard testimony at the Hearing to Confirm Fine held on May 16, 2018 and based on the evidence, the Special Magistrate enters the following findings of fact and order.

1. That the Special Magistrate did issue a Final Order on March 14, 2018 on the above captioned case commanding the Respondent, STRATA GROUP LLC to bring the violation of the City of Plantation, Code of Ordinances, as to FBC SECTION 105.11.2 into compliance on or before April 13, 2018 or pay a fine in the amount of \$250.00 per day for each day of non-compliance hereafter.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida to wit:

STREET ADDRESS: 4350 NW 8 CT A, PLANTATION, FL

LEGAL DESCRIPTION FOR PROPERTY ID #504101410013

PLANTATION BUSINESS PARK 125-40 B PORTION OF PARCEL "A" DESC AS: BEG AT SLY MOST SE COR OF SAID PAR "A", SAID PI BEING NE COR OF LOT 1 BLK 6 OF EAST PLANTATION ESTATES 2ND ADD 65-28 B, W 100.05 TO AN INTER WITH E RW/L OF NW 43RD AVE, N 15.01 TO A PI ON N RW/L OF NW 8TH ST, W 373.37, N 275.84, E 462.31 TO A PI ON E/L OF PAR "A", S 286.62 TO POB

3. That the Respondent, STRATA GROUP LLC did not comply with the Final Order on or before the date specified therein.

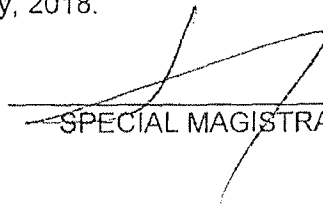
4. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the fine of \$250.00 per day for violation of City of Plantation Code of Ordinances, FBC SECTION 105.11.2 as

specified in said Final Order is hereby confirmed and ratified and shall accrue at the per diem specified until such time as the Respondent, STRATA GROUP LLC shall comply with said Final Order, plus the recovery of reasonable attorney's fees and costs in any foreclosure of the lien.

5. The fine confirmed above shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the Respondent, STRATA GROUP LLC in any county wherein a certified copy of this Supplemental Order/Claim of Lien is recorded.

6. If the fine is not satisfied within 90 days from the date of this Order, the City of Plantation is authorized to foreclose on all liens or to sue to recover a money judgment for the amount of those fines plus interest that have remained unpaid for three months following the date of this order.

DONE AND ORDERED on this 16th day of May, 2018.



SPECIAL MAGISTRATE

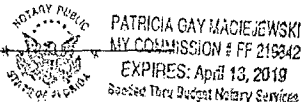
STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was SWORN TO, SUBSCRIBED, AND
ACKNOWLEDGED before me on this 16th day of May, 2018 by Steven Eisenberg, the
Special Magistrate of the City of Plantation, who is personally known to me.

Patricia Maciejewski
Notary Signature

PATRICIA Maciejewski
Printed Name of Notary

Notary Stamp



RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the
Principal Office Assistant and entered into the Case Docket (Public Record) this 21 day of
May, 2018.

Monica Williams
Principal Office Assistant

CERTIFICATION
CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.
WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF PLANTATION, FL THIS 22nd
DAY OF May, 2018
Steven R. Slattery
CITY CLERK

E-9

Record B21-01586:

Building Project - AAC

Record Status: Issued

Record Info ▾

Payments ▾

Conditions **1**



This record was locked by REQUIREMENT on 05/27/2021.
Condition: Environmental Final Approval Required Severity: Required
Total Conditions: 1 (Required: 1, Met: 1)

[View Condition](#)

Processing Status

- Application Submittal
 - Prelim Review Sub Process
- ✓ ➤ Structural Review
- ✓ ➤ Electrical Review
- ✓ ➤ Mechanical Review
 - Plumbing Review
 - Fire Review
 - Landscape Review
 - Zoning Review
 - Utilities Review
 - Engineering Review
 - Clerical Review
- ✓ ➤ Permit Issuance Review

Assigned to TBD
Marked as Issued on 05/27/2021 by Carolina Rubi

Assigned to TBD
Marked as Approved on 05/27/2021 by Nadia Sanchez

Record B21-01586:

Building Project - AAC

Record Status: Issued

Record Info ▾

Payments ▾

Conditions **1**



This record was locked by REQUIREMENT on 05/27/2021.
Condition: Environmental Final Approval Required Severity: Required
Total Conditions: 1 (Required: 1, Met: 1)

[View Condition](#)

Work Location

4350 NW 8 CT.

Record Details

Applicant:

Invesca Development Group
1401 SW 54 Ave
Plantation, FL 33317
Phone 1:9544458675
d.kasbbar@invesca.com;lm@invesca.com

Licensed Professional:

d.kasbbar@invesca.com
INVESCA DEVELOPMENT GROUP
1401 SW 54 Ave
Plantation, FL 33317
Phone 1:9544458675
Contractor CGC1530321

Project Description:

Completion of permit 016-03666 ----> Interior
Completion of Bldg A

Owner:

STRATA GROUP LLC
1401 SW 54 AVE
PLANTATION FL 33317

▼More Details

- ☒ Application Information
- ☒ Parcel Information

111
1
11

**THE CITY OF PLANTATION
FINANCIAL SERVICES**

INTRA-OFFICE MEMORANDUM

To: Shakeela Robinson, Code Enforcement Supervisor
From: Miriam L. Barahona, Financial Operations Manager
Date: June 18, 2021
Re: Strata Group LLC - Case # CE18-00541

Per your request Financial Services provides the following out-of-pocket cost and fine amounts on
Strata Group LLC - Case # CE18-00541

➤ Code Enforcement Fine customer # STRA0009 \$ 284,750.00
Number of days in violation: 1,139

Total	\$ 284,750.00
-------	---------------

➤ Out-of-pocket:

Administration and Personal Services:

Code Enforcement	92.61
Building	560.24
City Clerks Office	50.00
Legal Expenditures	0
Legal to finalize	200.00
Administrative Fee	60.00

Total out-of-pocket	\$ 962.85
---------------------	-----------

If you have any questions, you may contact my office at extension 2207.

**SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA**

CITY OF PLANTATION, FLORIDA

Case No: CE18-00541

Petitioner,

vs.

STRATA GROUP LLC

Respondent.

ORDER ON REQUEST FOR REDUCTION OF FINE

THIS CAUSE having come before the Special Magistrate upon Respondent's REQUEST FOR REDUCTION OF FINE on July 21, 2021 and the Special Magistrate having heard testimony thereon, it is

ORDERED AND ADJUDGED:

The Respondent's Request for Reduction of Fine is Granted. The Respondent shall pay the reduced fine of \$66,662.50 plus City's costs of \$962.85 for a **total of \$67,625.35** by the **20th day of August, 2021**.

If the Respondent does not pay the above reduced amount by the above date, the reduction of fine shall stand rescinded and the original fine and costs will be reinstated.

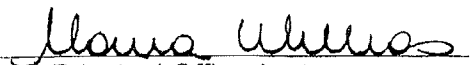
DONE AND ORDERED on this 21st day of July, 2021.



STEVEN EISENBERG
SPECIAL MAGISTRATE

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) on this 26 day of July, 2021.


Principal Office Assistant

PREPARED BY AND RETURN TO:

April Beggerow
City Clerk's Office
City of Plantation
400 NW 73 Avenue
Plantation, FL 33317

RELEASE OF MUNICIPAL LIEN

KNOW ALL MEN BY THESE PRESENTS: The City of Plantation, a municipal corporation existing under the laws of the State of Florida, whose address is 400 NW 73rd Avenue, Plantation, Florida, 33317, is the holder of a certain municipal lien imposed by the City of Plantation, Florida, which lien is that evidenced and imposed by Code Enforcement Case No. CE18-00541 recorded in Broward County Official Records Instrument Number # 115125543.

The City of Plantation hereby acknowledges full payment of the amount for which this lien was imposed, acknowledges the satisfaction of the lien, and hereby releases the lien from the property upon which the lien was imposed, such property being described as follows:

FOLIO NO: 5041 0141 0013

LEGAL DESCRIPTION: PLANTATION BUSINESS PARK 125-40 B PORTION OF PARCEL "A" DESC AS: BEG AT SLY MOST SE COR OF SAID PAR "A", SAID PI BEING NE COR OF LOT 1 BLK 6 OF EAST PLANTATION ESTATES 2ND ADD 65-28 B, W 100.05 TO AN INTER WITH E R/W/L OF NW 43RD AVE, N 15.01 TO A PI ON N R/W/L OF NW 8TH ST, W 373.37, N 275.84, E 462.31 TO A PI ON E/L OF PAR "A", S 286.62 TO POB s/k/a 4350 NW 8 CT A, PLANTATION, FL

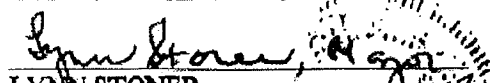
OWNER OF RECORD: STRATA GROUP LLC

IN WITNESS WHEREOF, the City of Plantation has caused this document to be executed in its name and its municipal seal affixed hereto by its proper officers on this 9th day of September 2021.

ATTEST:


APRIL BEGGEROW
City Clerk

CITY OF PLANTATION:


LYNN STONER
Mayor

STATE OF FLORIDA
COUNTY OF BROWARD

(Municipal Seal)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of and County aforesaid to take acknowledgements, personally appeared Lynn Stoner, Mayor of the City of Plantation, and April Beggerow, City Clerk of Plantation, well known to me to be said officers of the City of Plantation, and that they severally acknowledged executing this document freely and voluntarily under the authority vested in them by the City of Plantation and that the seal affixed thereto is the true municipal seal.

WITNESS my hand and official seal in the State of County last aforesaid this 9th day of September 2021.



AYESHA ROBINSON
Commission # GG 234884
Expires August 30, 2022
Bonded Through Budget Notary Services

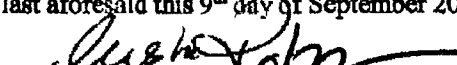

NOTARY PUBLIC, State of Florida

EXHIBIT F

EXHIBIT F

From: Christopher Longworth
To: [Danny Ezzeddine Building Official Plantation](#)
Subject: [EXTERNAL SENDER] - Fwd: r Property lien
Date: Tuesday, August 20, 2019 12:07:55 PM
Attachments: [image002.png](#)

Danny- This is the permits that we were going to discuss...

I had no idea there was a lien on the property but I do remember ADAM sending tony out to put a sticker on the window, at that time you and I agreed to meet to discuss the extensions. This is holding up the initial underwriting for the PIXL loan

Please call me asap. Thanks!

----- Forwarded message -----

From: Berchielli, Diana <DBerchielli@plantation.org>
Date: Tue, Aug 20, 2019 at 8:26 AM
Subject: r Property lien
To: Christopher Longworth <cl@invesca.com>
Cc: Rogers, Matthew <MRogers@plantation.org>, Ezzeddine, Danny (Adnan) <dezzeddine@plantation.org>

Good morning Chris,

The violation holding a lien is from the Building Department for what looks to be an expired permit. Tony Thomas is the City staff member who is listed on the violation; he, I believe, is out of the office.

Your code cases involving landscape have all been closed with no out-standing fees.

If I can do anything to assist you in resolving this matter please don't hesitate to contact me.

Diana B.

F-1

☐ Record No.	Number	Dir	Street Name	Type	Suffix Dir	Unit #	Opened Date	Status	Record
☐ CE18-00541	4350	NW	8	CT		A	02/15/2018	Final	Building Enforcement

Page 1 of 1

< [Christopher Longworth](#) <cl@invesca.com> To: [Berchielli, Diana](#) <[DBerchielli@plantation.org](#)> Subject: [EXTERNAL SENDER] - Improper Property lien

CE18-00541

Menu Help

Go To Record Summary Activities (0) Activity Summary (4) Address (1) GIS (1) App Spec Info Custom List

Description of Work: [Expired Permit #16-0006 Commercial Interior Alterations](#)

Application Status: [Final](#)

Case Detail: [Details](#)

Case Type: [Building Enforcement](#)

Address: [4350 NW 8 CT A PL 33317](#)

Owner Name: [STRATA GROUP LLC](#)

Owner Address: [1401 SW 54 AVE, PLANTATION, FL 33317](#)

From: Christopher Longworth <cl@invesca.com>
Sent: Tuesday, August 20, 2019 6:55 AM
To: Berchielli, Diana <DBerchielli@plantation.org>
Subject: [EXTERNAL SENDER] - Improper Property lien

Good morning Diana I hope all is well

We are in the process of clearing all of our title work on strata in order to start the process of the pixel loan and I was made aware of this lien to my surprise..

We complied with all the landscaping standards how's the perimeter wall within the allotted amount of time we have all the emails and correspondence through this I have no idea why this made it to this point. Can you please look into this and let me know this is an urgent matter for us, if there's nothing you can do about it please let me know also so I can seek help from administration as I need to get this cleared right away.

Regards,

Christopher Longworth, asc AIA, CGC, PMP
 Founder, Chairman & CEO

INVESCA Development Group INC. 4350 N.W 8th Ct. Plantation, FL 33317

www.INVESCA.com

cl@invesca.com I O: 954.727.3639 I F: 954.236.7802 I TF: 800.824.6061

CONFIDENTIALITY NOTICE: The information contained in this message from Invesca Development Group inc, Myelin Group LLC, IDG Builders llc , Nexus Shooting LLC, Nexus

Property Holdings LLC and or any of its subsidiaries may be privileged, confidential, and protected from disclosure. If the reader of this message is not the intended recipient, or any employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying and delete it from your computer. Your cooperation is appreciated.

The City of Plantation is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Under Florida law, most e-mail messages to or from City of Plantation employees or officials are public records, available to any person upon request, absent an exemption. All e-mail messages sent or received are captured by our server and retained as public records. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to the City of Plantation. Instead, contact the City by phone or in writing.

--

City of Plantation



Image result for consider the environment before printing this email logo



Plantation, Florida 33324

Phone: 954.385.1234

Fax: 954.385.1235

City of Plantation, 10000 W. Plantation Blvd., Plantation, FL 33324

d morning,

se send me all records on CE18-00541.

k you

an K. Slattery MMC

clerk

of Plantation, Florida

kerry@plantation.org

97-2719 office

70-5939 cell

97-2238 fax

Josh Zegen, Madison
Realty Capital

520 Madison Ave
suite 3501

New York, NY 10022

the letter was intended
to go to the bank
to close out on the
loan for the PXL
project.

April 9th 
date she called
me to issue an
unlawful letter to
~~ENR~~ alleviate (Chris)
INVESCA from any code
violations and associated
fees. I refused,
I said this is fraud

From: [Christopher Longsworth](#)
To: [Mayor Lynn Stoner](#)
Subject: [EXTERNAL SENDER] - Draft of code case
Date: Wednesday, April 8, 2020 2:46:28 PM
Attachments: [94629 Letter from CITY OF PLANTATION.pdf](#)
[94629 Letter from CITY OF PLANTATION.docx](#)

This is what barry sent ...

--

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [Mayor Lynn Stoner](#)
To: [Ponce de Leon, Pamela](#)
Subject: Fwd: [EXTERNAL SENDER] - Fwd: Draft of code case
Date: Thursday, April 9, 2020 11:22:34 AM
Attachments: [94629 Letter from CITY OF PLANTATION.pdf](#)
[ATT00001.htm](#)

Pp and give to Jason ASAP

Sent from my iPhone

Begin forwarded message:

From: VERA-LYNN STONER <lynnstoner@aol.com>
Date: April 8, 2020 at 7:22:30 PM EDT
To: Mayor Lynn Stoner <lstoner@plantation.org>
Subject: [EXTERNAL SENDER] - Fwd: Draft of code case

Begin forwarded message:

From: Christopher Longworth <cl@invesca.com>
Date: April 8, 2020 at 6:03:19 PM EDT
To: Lynn <lynnstoner@aol.com>
Subject: Fwd: Draft of code case

----- Forwarded message -----
From: **Christopher Longworth** <cl@invesca.com>
Date: Wed, Apr 8, 2020 at 2:45 PM
Subject: Draft of code case
To: Mayor Lynn Stoner <lstoner@plantation.org>

This is what barry sent ...

--



F-6

From: [Mayor Lynn Stoner](#)
To: [Slattery, Susan](#)
Subject: Fwd: [EXTERNAL SENDER] - Draft of code case
Date: Thursday, April 9, 2020 8:39:16 AM
Attachments: [94629 Letter from CITY OF PLANTATION.pdf](#)
[ATT00001.htm](#)
[94629 Letter from CITY OF PLANTATION.docx](#)
[ATT00002.htm](#)

Can you get me the info re the CE please

Sent from my iPhone

Begin forwarded message:

From: Christopher Longsworth <cl@invesca.com>
Date: April 8, 2020 at 2:45:48 PM EDT
To: Mayor Lynn Stoner <Lstoner@plantation.org>
Subject: [EXTERNAL SENDER] - Draft of code case

This is what barry sent ...

--

From: [REDACTED]



From: [REDACTED]

[REDACTED]

From: [Slattery, Susan](#)
To: [Mayor Lynn Stoner](#)
Subject: RE: [EXTERNAL SENDER] - Draft of code case
Date: Thursday, April 9, 2020 11:19:01 AM
Attachments: [SKM_C360i200409111110.pdf](#)

Information requested is attached.

Susan K. Slattery MMC
City Clerk
City of Plantation, Florida

sslattery@plantation.org
954-797-2719 office
954-270-5939 cell
954-797-2238 fax

From: Mayor Lynn Stoner <LStoner@plantation.org>
Sent: Thursday, April 09, 2020 8:39 AM
To: Slattery, Susan <sslattery@plantation.org>
Subject: Fwd: [EXTERNAL SENDER] - Draft of code case

Can you get me the info re the CE please

Sent from my iPhone

Begin forwarded message:

From: Christopher Longsworth <cl@invesca.com>
Date: April 8, 2020 at 2:45:48 PM EDT
To: Mayor Lynn Stoner <LStoner@plantation.org>
Subject: [EXTERNAL SENDER] - Draft of code case

This is what barry sent ...

--



From: [Nunemaker, Jason](#)
To: [Christopher Longworth](#)
Subject: Stata Letter
Date: Thursday, April 9, 2020 1:01:54 PM
Attachments: [SKM_C75920040911560.pdf](#)

Good Afternoon Chris,

I hope this email finds you healthy. Please find attached a letter regarding the resolved issues at Strata. Do not hesitate to call if you have any questions. Be well.

Jason R. Nunemaker, ICMA-CM
Chief Administrative Officer
City of Plantation Florida

400 NW 73rd Ave
Plantation, FL 33317
JNunemaker@Plantation.org
954-797-2211 Office
954-797-2223 Fax

From: [Christopher Longworth](#)
To: [Nunemaker, Jason](#)
Subject: [EXTERNAL SENDER] - Re: Stata Letter
Date: Thursday, April 9, 2020 3:45:36 PM

Thank you so much Jason! I hope you and your Family are staying safe. Take care

On Thu, Apr 9, 2020 at 1:02 PM Nunemaker, Jason <JNunemaker@plantation.org> wrote:

Good Afternoon Chris,

I hope this email finds you healthy. Please find attached a letter regarding the resolved issues at Strata. Do not hesitate to call if you have any questions. Be well.

Jason R. Nunemaker, ICMA-CM

Chief Administrative Officer

City of Plantation Florida

400 NW 73rd Ave

Plantation, FL 33317

JNunemaker@Plantation.org

954-797-2211 Office

954-797-2223 Fax



The City of Plantation is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Under Florida law, most e-mail messages to or from City of Plantation employees or officials are public records, available to any person upon request, absent an exemption. All e-mail messages sent or received are captured by our server and retained as public records. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to the City of Plantation. Instead, contact the City by phone or in writing.

--

F-10

From: Christopher Longworth
Sent: Thursday, April 9, 2020 1:17 PM EDT
To: I. Barry Blaxberg; Amanda Lipsky; Maria Roman; Brad Lefkowitz; Mark Gormley; Mark Simon
Subject: Fwd: Office building Code Violation Pardon(Stata Letter)
Attachments: SKM_C75920040911560.pdf

Christopher Longworth, asc. AIA, PMP, CGC.
Chairman & CEO
INVESCA Development Group, Inc.

CONFIDENTIALITY NOTICE: The information contained in this message from Invesca Development Group INC, Envy PB LLC, Ethos PB LLC, PIXL Developemnt LLC, Myelin Group LLC, ICM LLC, I Group Architects LLC, Nexus Shooting LLC, Strata Group LLC, IGR LLC and or any of its subsidiaries may be privileged, confidential, and protected from disclosure. If the reader of this message is not the intended recipient, or any employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying and delete it from your computer. Your cooperation is appreciated

----- Forwarded message -----

From: Nunemaker, Jason <JNunemaker@plantation.org>
Date: Thu, Apr 9, 2020, 1:02 PM
Subject: Stata Letter
To: Christopher Longworth <cl@invesca.com>

Good Afternoon Chris.

F-11

MADISON0009252

I hope this email finds you healthy. Please find attached a letter regarding the resolved issues at Strata. Do not hesitate to call if you have any questions. Be well.

Jason R. Nunemaker, ICMA-CM

Chief Administrative Officer

City of Plantation Florida

400 NW 73rd Ave

Plantation, FL 33317

JNunemaker@Plantation.org

954-797-2211 Office

954-797-2223 Fax



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F - 12

OFFICE OF THE MAYOR

Lynn Stoner
Mayor



CITY COUNCIL

Nick Sortal
President
Denise Horland
President Pro Tem
Erik Anderson
Ron Jacobs

April 8, 2020

Re: CITY OF PLANTATION vs. STRATA GROUP, LLC
CASE NO: CE18-00541

To Whom It May Concern:

This letter is provided in reference to case number CE18-00541, which was a Code Enforcement case involving the Strata Group project and the specific premises location of 4350 NW 8th Court, in Plantation, Florida.

The Strata group project is a well-known approved development within the City of Plantation. The developer and owner, Strata Group LLC and its principal Christopher Longworth, previously submitted a request for the City of Plantation to release any pending violation claims and fines as established in the above referenced case. The developer has established to the satisfaction of the City of Plantation that the conditions for which the accrual of fines arose, have been corrected and eliminated. In response to the developer's request to provide a recordable instrument to confirm the release and waiver of any fines or violation claims arising from or relating to the referenced case, Strata Group has been informed that due to the conditions created by the COVID-19 situation, municipal staff have not been available to process such requests for the release and waiver.

Accordingly, in response to current circumstances where Strata Group urgently requires confirmation that the accrual of all fines is hereby waived, and that the violations are deemed to be discharged and satisfied. The letter will serve as such confirmation to all interested parties. At such time as the City of Plantation is able to have its legal staff and administration process a formal document for recording in the public records to confirm this, arrangements will be made to do so. This letter is provided so that all interested parties may rely upon the confirmation of these matters as described herein.

Cordially,

A handwritten signature in cursive script that reads "Lynn Stoner".

Lynn Stoner
Mayor

A handwritten signature in cursive script that reads "Jason Nunemaker".
Jason Nunemaker
Chief Administrative Officer

City of Plantation
400 NW 73rd Avenue ♦ Plantation, Florida 33317
Telephone: 954-797-2221 ♦ Fax: 954-797-2223
Mayor@Plantation.org

F-13

MADISON0009254

From: Amanda Lipsky
Sent: Thursday, April 16, 2020 3:06 PM EDT
To: Tomasello, Kristy; Maria Roman
CC: Jerry Feuerstein; John C. Hayes; Brad Lefkowitz; 'Mark Gormley (mgormley@madisonrealtycapital.com)'; Jessica Bellacicco; Brandon Brown; Efird, Kris; Lipsky.assistant; Isabel V. Colleran
Subject: RE: NACS20-109 - Plantation/PIXL- Envy
Attachments: Fwd Office building Code Violation Pardon(Stata Letter).msg.eml

Please see attached

Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 SE 2nd Avenue, Suite 730
Miami, Florida 33131-1696
(305) 381-7979, ext. 330
Fax: (305) 371-6816

From: Tomasello, Kristy <Kristy.Tomasello@fnf.com>
Sent: Thursday, April 16, 2020 2:54 PM
To: Amanda Lipsky <amanda.lipsky@blaxgray.com>; Maria Roman <mroman@kandflp.com>
Cc: Jerry Feuerstein <jfeuerstein@kandflp.com>; John C. Hayes <jhayes@kandflp.com>; Brad Lefkowitz <blefkowitz@kandflp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)' <mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown <bbrown@kandflp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant <lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>
Subject: RE: NACS20-109 - Plantation/PIXL- Envy

As to the Mayor's letter...can you forward the email that the letter was sent from to confirm it is coming from the City?

Kristy Tomasello

National Commercial Underwriter * Manager
FNF Family of Companies

601 Riverside Avenue, Building 5, 7th Floor
Jacksonville, Florida 32204

O. 904.701.6084 | E. kristy.tomasello@fnf.com | www.Agency.FNTG.com/NACS



National Agency Commercial Services

From: Amanda Lipsky <amanda.lipsky@blaxgray.com>
Sent: Thursday, April 16, 2020 2:14 PM
To: Tomasello, Kristy <Kristy.Tomasello@fnf.com>; Maria Roman <mroman@kandflp.com>

Cc: Jerry Feuerstein <jfeuerstein@kandfllp.com>; John C. Hayes <jhayes@kandfllp.com>; Brad Lefkowitz <blefkowitz@kandfllp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)' <mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown <bbrown@kandfllp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant <lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>

Subject: RE: NACS20-109 - Plantation/PIXL- Envy

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Ok, so requirement 16 and 17 are NOCs to be terminated per the commitment you just sent you reference in your email:

16- Invesca- what is this?

17- DW Rec Services- What is this?

I don't see those on the commitment you just sent? Also, I assume since I don't see the requirement, that the Mayor's letter was accepted to satisfy the code item?

Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 SE 2nd Avenue, Suite 730
Miami, Florida 33131-1696
(305) 381-7979, ext. 330
Fax: (305) 371-6816

From: Tomasello, Kristy <Kristy.Tomasello@fnf.com>

Sent: Thursday, April 16, 2020 1:59 PM

To: Amanda Lipsky <amanda.lipsky@blaxgray.com>; Maria Roman <mroman@kandfllp.com>

Cc: Jerry Feuerstein <jfeuerstein@kandfllp.com>; John C. Hayes <jhayes@kandfllp.com>; Brad Lefkowitz <blefkowitz@kandfllp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)' <mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown <bbrown@kandfllp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant <lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>

Subject: RE: NACS20-109 - Plantation/PIXL- Envy

Thanks for the information- attached is the Strata commitment.

Kristy Tomasello

National Commercial Underwriter * Manager

FNF Family of Companies

601 Riverside Avenue, Building 5, 7th Floor

Jacksonville, Florida 32204

O. 904.701.6084 | E. kristy.tomasello@fnf.com | www.Agency.FNTG.com/NACS

F-15

MADISON0009227

From: Tomasello, Kristy
Sent: Thursday, April 16, 2020 3:31 PM EDT
To: Amanda Lipsky; Maria Roman
CC: Jerry Feuerstein; John C. Hayes; Brad Lefkowitz; 'Mark Gormley (mgormley@madisonrealtycapital.com)'; Jessica Bellacicco; Brandon Brown; Efird, Kris; Lipsky.assistant; Isabel V. Colleran
Subject: RE: NACS20-109 - Plantation/PIXL- Envy

This is sufficient to remove the city lien. thanks.

Kristy Tomasello

National Commercial Underwriter * Manager
FNF Family of Companies

601 Riverside Avenue, Building 5, 7th Floor
Jacksonville, Florida 32204

O. 904.701.6084 | E. kristy.tomasello@fnf.com | www.Agency.FNTG.com/NACS



National Agency Commercial Services

From: Amanda Lipsky <amanda.lipsky@blaxgray.com>
Sent: Thursday, April 16, 2020 3:18 PM
To: Tomasello, Kristy <Kristy.Tomasello@fnf.com>; Maria Roman <mroman@kandflp.com>
Cc: Jerry Feuerstein <jfeuerstein@kandflp.com>; John C. Hayes <jhayes@kandflp.com>; Brad Lefkowitz <blefkowitz@kandflp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)' <mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown <bbrown@kandflp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant <lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>
Subject: RE: NACS20-109 - Plantation/PIXL- Envy

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.
You're welcome.

Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 SE 2nd Avenue, Suite 730
Miami, Florida 33131-1696
(305) 381-7979, ext. 330
Fax: (305) 371-6816

From: Tomasello, Kristy <Kristy.Tomasello@fnf.com>
Sent: Thursday, April 16, 2020 3:11 PM
To: Amanda Lipsky <amanda.lipsky@blaxgray.com>; Maria Roman <mroman@kandflp.com>
Cc: Jerry Feuerstein <jfeuerstein@kandflp.com>; John C. Hayes <jhayes@kandflp.com>; Brad Lefkowitz

F-16

MADISON0009335

<blefkowitz@kandflfp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)'
<mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown
<bbrown@kandflfp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant
<lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>
Subject: RE: NACS20-109 - Plantation/PIXL- Envy

thanks

Kristy Tomasello

National Commercial Underwriter * Manager

FNF Family of Companies

601 Riverside Avenue, Building 5, 7th Floor

Jacksonville, Florida 32204

O. 904.701.6084 | E. kristy.tomasello@fnf.com | www.Agency.FNTG.com/NACS



National Agency Commercial Services

From: Amanda Lipsky <amanda.lipsky@blaxgray.com>
Sent: Thursday, April 16, 2020 3:06 PM
To: Tomasello, Kristy <Kristy.Tomasello@fnf.com>; Maria Roman <mroman@kandflfp.com>
Cc: Jerry Feuerstein <jfeuerstein@kandflfp.com>; John C. Hayes <jhayes@kandflfp.com>; Brad Lefkowitz
<blefkowitz@kandflfp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)'
<mgormley@madisonrealtycapital.com>; Jessica Bellacicco <jbellacicco@nltco.com>; Brandon Brown
<bbrown@kandflfp.com>; Efird, Kris <Kris.D.Efird@fnf.com>; Lipsky.assistant
<lipsky.assistant@blaxgray.com>; Isabel V. Colleran <isabel.colleran@blaxgray.com>
Subject: RE: NACS20-109 - Plantation/PIXL- Envy

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Please see attached

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25 SE 2nd Avenue, Suite 730
Miami, Florida 33131-1696
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To: Amanda Lipsky <amanda.lipsky@blaxgray.com>; Maria Roman <mroman@kandflfp.com>
Cc: Jerry Feuerstein <jfeuerstein@kandflfp.com>; John C. Hayes <jhayes@kandflfp.com>; Brad Lefkowitz
<blefkowitz@kandflfp.com>; 'Mark Gormley (mgormley@madisonrealtycapital.com)'

4350 W. SUNRISE BLVD 1 LLC

LOAN SETTLEMENT STATEMENT

BORROWER:

PIXL DEVELOPMENT, LLC
STRATA AT PLANTATION, LLC
STRATA GROUP, LLC
ENVY DEVELOPMENT PB, LLC

PROPERTY:

NW 8 Court (a/k/a) 4350 W Sunrise Blvd,
Plantation Florida and 450 E. Atlantic Blvd,
Pompano Beach, Florida

LOAN AMOUNT:

\$95,000,000.00

CLOSING DATE:

April 24, 2020

Total Funds Available	\$	95,000,000.00
-----------------------	----	---------------

SETTLEMENT CHARGES

Amount Due Lender:

^s Short Term Interest	\$	81,226.55
Loan Servicing Fee: (\$102,000 - \$100,000 POCD*)	\$	2,000.00
Underwriting Fee:	\$	35,000.00
Credit/Background Checks:	\$	3,500.00
Insurance Consultant:	\$	6,500.00
Lender Tax Fee Review:	\$	4,000.00
Engineer:	\$	22,000.00
Zoning:	\$	9,759.00
Appraisal Fee:	\$	16,900.00
Environmental Review Fee:	\$	4,575.00
Entity Formation Fees:	\$	2,500.00
Travel:	\$	15,000.00
Loan Origination Fee	\$	2,040,000.00
Total Due Lender	\$	2,242,960.55

Escrows Heldback at Closing:

Interest Reserve	\$	1,637,609.68
Future Hard Costs	\$	56,662,336.42
Future Soft Costs	\$	4,388,677.20
Total Escrow Holdbacks	\$	62,688,623.30

Fees and Charges:

**Title Fees to Fidelity National Title Insurance Company	\$	754,999.71
**Independent Manager Fee to Triad Professional Services	\$	6,750.00
**UCCPlus Policy Fee to Fidelity National Insurance Company	\$	6,813.30
Lender's Legal Fee to Kriss & Feuerstein LLP	\$	225,000.00
Total Fees and Charges	\$	993,563.01

TOTAL SETTLEMENT CHARGES

F-18

MADISON0013234

Net Sum Available Before Disbursements

\$ 29,074,853.14

DISBURSEMENTS

**Existing Debt Repayment	\$	26,040,313.55
**Broker Fee	\$	325,000.00
**Hard Cost Advance	\$	1,000,000.00
**Soft Cost Advance (Including Insurance)	\$	1,548,449.78
**Borrower Legal Fee	\$	148,000.00
**First American	\$	3,089.81
**Legal Fee to James G. Striar	\$	10,000.00
TOTAL DISBURSEMENTS		\$ 29,074,853.14

**All items designated "POCD" are covered by the \$100,000 deposit provided by Borrower to Lender prior to closing*

^S Short Interest is calculated at 12.00% on the total amount of \$34,811,376.70, the amount advanced to Borrower at Closing from the Mortgage Loan and the Mezzanine Loan funds

***These items were wired to National Land Tenure Company, LLC ("Title Company"), and disbursed by the Title Company pursuant to its Closing Statement dated as of the date hereof and attached hereto as Exhibit "A"*

****Loan Origination Fee is calculated at 2.0% on the aggregate Mortgage Loan and Mezzanine Loan amount of \$102,000,000*

The undersigned hereby authorizes Kriss & Feuerstein LLP, as Attorneys for Lender, to disburse the loan proceeds in accordance with the amounts set forth on this Settlement Statement.

PIXL DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: Christopher Longworth
Title: Manager

ENVY DEVELOPMENT PB, LLC,
a Florida limited liability company

By: _____
Name: Christopher Longworth
Title: Manager

STRATA AT PLANTATION, LLC,
a Florida limited liability company

By: _____
Name: Christopher Longworth
Title: Manager

STRATA GROUP, LLC,
a Florida limited liability company

By: _____
Name: Christopher Longworth
Title: Manager

4350 W. SUNRISE BLVD 2 LLC

LOAN SETTLEMENT STATEMENT

BORROWER:

PIXL AT PLANTATION, LLC

COLLATERAL:

Pledge of 100% Ownership Interests in Pixl Development, LLC, Strata Ata Plantation, LLC, Strata Group, LLC and Envy Development PB, LLC

LOAN AMOUNT:

\$7,000,000.00

CLOSING DATE:

April 24, 2020

Total Funds Available	\$	7,000,000.00
-----------------------	----	--------------

SETTLEMENT CHARGES

Amount Due Lender:

\$ -

Total Due Lender

\$ -

Escrows Heldback at Closing:

\$ -

Mezzanine Loan Reserve

\$ 4,500,000.00

Total Escrow Holdbacks

\$ 4,500,000.00

Fees and Charges:

\$ -

Total Fees and Charges

\$ -

TOTAL SETTLEMENT CHARGES

F-21

MADISON0013229

Net Sum Available Before Disbursements \$ 7,000,000.00

DISBURSEMENTS

**Existing Debt Repayment	\$ 2,500,000.00	
TOTAL DISBURSEMENTS	\$	2,500,000.00

*****These items were wired to National Land Tenure Company, LLC ("Title Company"), and disbursed by the Title Company pursuant to its Closing Statement dated as of the date hereof and attached hereto as Exhibit "A"***

The undersigned hereby authorizes Kriss & Feuerstein LLP, as Attorneys for Lender, to disburse the loan proceeds in accordance with the amounts set forth on this Settlement Statement.

PIXL AT PLANTATION, LLC,
a Florida limited liability company

By: _____
Name: Christopher Longworth
Title: Manager

F-23

MADISON0013231

4400 NW 8th Ct
CE20-01974
James Horbub.

08/14/2020

F-24



F-25

08/14/2020



F-26



08/14/2020

F-27



F-28



08/14/2020

F-29



08/14/2020

F-30

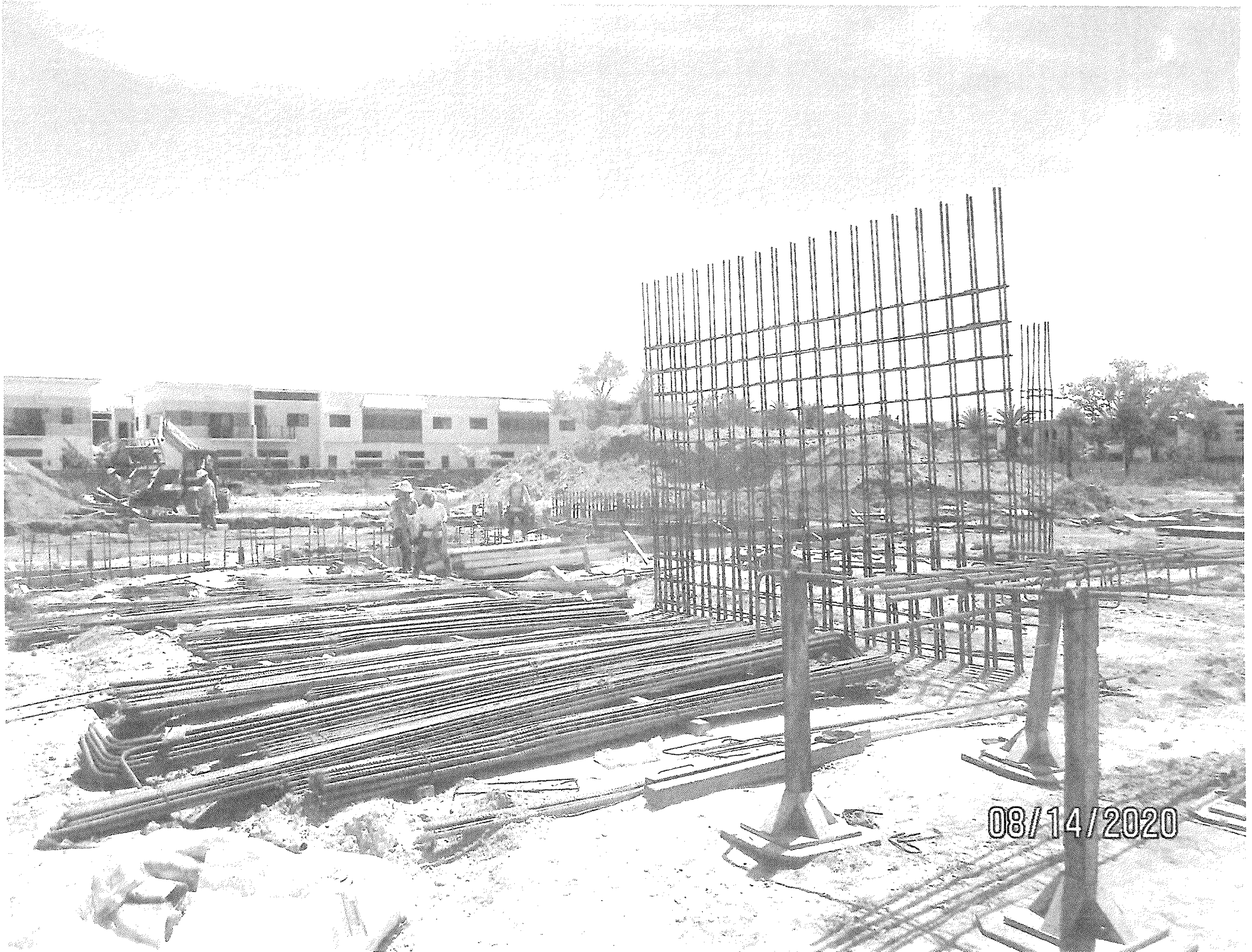


08/14/2020

1-21



F-32



08/14/2020

F-33



08/14/2020

7-34



08/14/2020

F-35



08/14/2020

T-30



08/14/2020



*Pixline
Foundation Columns
without Permit
FBC 105.1
LH 08/14/20*

STOP WORK

By a Duty Authorized Officer of

THE CITY OF PLANTATION BUILDING DEPARTMENT

Penalty for Removing or Defacing
this card, \$500.00 FINE
or imprisonment not to exceed 60 days.

Plantation City Code of Ordinances Section 1-13
Florida Building Code Section 115.1

Violation Code Section FBC 105.1 Permit Required.

Signed Building Official.

08/14/2020

LH
786-247-2355

F-37



08/14/2020

F-39



08/14/2020



Remediation, Collier
require Permit.
FBC 105.1
CH
08/14/20

STOP WORK

By a duly Authorized Officer of

**THE CITY OF PLANTATION
BUILDING DEPARTMENT**

Penalty for Removing or Defacing
this card, \$500.00 FINE
or imprisonment not to exceed 60 days.

Plantation City Code of Ordinances Section 1-13
Florida Building Code Section 115.1

Violation Code Section FBC 105.1 Work w/o Permit

Signed Building Official

08/14/2020

1-170

F-41

INVESCO

GENERAL ENTRANCE

Open Glass
Required Prior
to Entry

08/14/2020

EXHIBIT G

EXHIBIT G

Delete All



Cancel

Lynn >

Finals (plumbing, landscape,
electrical- final, electrical-generator
and electrical- pool equipment) and
their final paperwork is in review.

Let me know, please and thanks soo
much for whatever you can do.
They have a one year old and are
desperate to get out of the
apartment! 🙏

Mon, Jul 20, 1:40 PM



we need the permit for Pixl
issued...what is the problem ?



It was under review on Friday , I will
call the office to see which
department still need to review it ! I
will let you know .



The project still in review , 3
divisions out of the 9 already
reviewed it , all 3 still have
comments . (Utilities, electrical and
plumbing)

Mon, Jul 20, 5:00 PM



G-1



Delete All



Cancel

Lynn >

plumbing)

Mon, Jul 20, 5:00 PM



I need you to push this!



I am doing it , having everyone on it !

Mon, Jul 27, 10:01 AM



You need to clean up the Pixl mess and talk to Chris before our meeting this afternoon



Good morning, I am looking at the comments and will coordinate with other departments



Also, that you made the comment to a few to 'fail him'



??



Why would I tell people to fail him , I pushed everyone to review it ASAP



G-2



Delete All



Lynn >

Cancel



I need you to push this!



I am doing it , having everyone on it!

Mon, Jul 27, 10:01 AM



You need to clean up the Pixl mess and talk to Chris before our meeting this afternoon



Good morning, I am looking at the comments and will coordinate with other departments



Also, that you made the comment to a few to 'fail him'



??



Why would I tell people to fail him , I pushed everyone to review it ASAP



Just sayin...this project has been in review for 8 months...



G-3



Delete All



Cancel

Lynn >



Just sayin...this project has been in review for 8 months...

Sunday 7:27 PM



Are you feeling better?



Hi , yes much better , thanks for asking !



It was a crazy week !as usual , lol



I know, but the mtg between Chris and Bill Gale didn't accomplish anything...



I thought they resolved many issues Bill told me except outside agencies (county elevator , DERD, etc) , I will talk to bill tomorrow.



Ty



G-4





Lynn >

Ty

Wednesday 3:59 PM

Was at wawa for ribbon cutting...when will they have co?

They are still waiting for certification from DOT , and some engineering paper work , the most important is DOT , we have no jurisdiction to override the state regulations .

Brett is working with them on that !

Are you aware that Chris started the foundation without permit ? He told Brett that Administration authorized him to do so and made Danny aware of this ?! I am not aware of this , and there is an e mail that Dodie confirmed with the water district management that construction of the footer started !



iMessage



G-5

Delete All

LS

Cancel

Lynn >



There is no permit and no authorization for that work , now the district is aware of it .



Can I call u ?

Friday 5:48 PM



Do not throw me under the bus....



Please call him now

Friday 8:19 PM



Did you talk to him?



Sorry to answer you late , I was in a zoom yoga class , just finished . No I didn't talk to him , I Prefer not to over the weekend , however I spoke to Bill Laystrom this morning gave home the heads up as we spoke in the meeting , Bill was very surprised .



G-6





Lynn >

surprised.

Monday 1:20 PM

Who needs to sign off the plans?

All departments

Parks and rec?

Yesterday 12:39 PM

Play nice :)

Yesterday 1:40 PM

I am always nice :)

His folks were just cleaning the site...

Yesterday 4:20 PM



iMessage



G-7



Lynn >

Today 11:52 AM

Why has Chris' review stopped?

Today 12:54 PM

I know staff has been working with Louis from his office , I asked them to get an explanation in writing of how he wants to approach the process , preliminary or actual permit , it makes a difference in the process and the processing fee ! I will follow up when I get back , I just left for lunch .

Are his plans that he dropped off last week distributed to everyone?

Hello?

Hii , I am here , I know Bill gale had a conversation with Chris last week regarding the processing fee and



iMessage



G-8



LS

Lynn >

Are his plans that he dropped off last week distributed to everyone?

Hello?

Hii , I am here , I know Bill gale had a conversation with Chris last week regarding the processing fee and the application , I am waiting for Bill to get off the zoom meeting to see where he is with the issue .
Anyway, I will send an email to Chris and staff that in order to avoid any misinterpretation or misunderstanding of verbal / phone conversations, all communications have to be in writing and by one person only from each side , this will make things go smooth and no he said she said !

You and I agreed with Chris last Monday that he would drop off



iMessage



G-9



LS

Lynn >

misunderstanding of verbal / phone conversations, all communications have to be in writing and by one person only from each side, this will make things go smooth and no he said she said !

You and I agreed with Chris last Monday that he would drop off everything last Tuesday morning, spray it, and you would process it! What game are you playing? Did you distribute everything or his stuff still in a box?

No one playing any games, I am disturbed to hear this from you, yes we talked about submitting, but with the actual permit not preliminary, and I added if you recall, the best approach, is foundation permit !

Are they still in the bin?



iMessage



G-10



Lynn >

foundation permit:

Are they still in the bin?

Staff was working on processing it even without the roof permit , which I told them will come later , they found out that plumbing permit and fire back flow permits are missing too , Louis told staff if he needs to check with Chris, as well as the processing fee not submitted . We are working diligently to assist even though the application is not complete as it should be , again , I asked staff to put it in the work flow, and these requirements will be outstanding comments . I am not playing games , I am doing more for him than anybody else !

Have the plans from last week been sent to the depts?



iMessage



G-11



Lynn >

Have the plans from last week been sent to the depts?

It is

When?

Today

They sat for a week?

They were communicating regarding the missing permits

The application was incomplete

And Louis was not sure if they want to continue on preliminary or actual permit , they had both in place , he was to check with Chris ! This is why I need one designated person to communicate in writing only , no more verbal

Delivered



iMessage



G-12

EXHIBIT H

EXHIBIT H

OFFICE OF THE MAYOR

Lynn Stoner
Mayor



Plantation
the grass is greener™

CITY COUNCIL

Nick Sortal, *President*
Denise Horland, *President Pro Tem*
Erik Anderson
Ron Jacobs

September 24, 2020

Hand Delivered

Adnan Ezzeddine
12767 NW 11th Place
Sunrise, FL 33323

Dear Mr. Ezzeddine,

This letter is to address continued complaint issues that I have discussed with you over the last two years. These issues continue to be problematic and I have seen no marked improvement. Based on this lack of improvement the City has determined to separate you from your employment effective immediately.

If you are eligible, the Benefits Office will coordinate all necessary information for continued coverage through COBRA. The package will also include the eligibility period and associated costs. If you need assistance with employee benefits, please feel free to contact Beverly Ambrosio at 954-797-2244 or Cassie Miller at 954-797-8878.

Please return any and all City property issued including but not limited to ID and keys.

If you have any additional questions, please do not hesitate to contact Human Resources at 954-797-2240.

Sincerely,

A handwritten signature in cursive script that reads "Lynn Stoner, Mayor".

Mayor Lynn Stoner

H-1