EXHIBIT A

Plaintiff's Complaint

2026-CA-002394-A000-BA

FILED IN THIS OFFICE
JUN 03 2026
CLERK CIRCUIT COURT

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA

CIVIL DIVISION

THE FOREST AT RIDGEWOOD HOMEOWNERS.
ASSOCIATION INC., a Florida not-for-profit corporation,
Plaintiff,

v.

Case No.: **53-2026-CA-002394-A000-BA**

LARRY BASSETT,
Defendant.
/

DEFENDANT LARRY BASSETT'S COMBINED MOTION TO DISMISS FOR LACK OF STATUTORY AUTHORITY; ANTI-SLAPP MOTION TO STRIKE AND FOR FEES; AND MOTION FOR PROTECTIVE ORDER STAYING ALL DISCOVERY

Defendant LARRY BASSETT, appearing pro se, respectfully moves this Honorable Court for the combined relief set forth herein. Each of the three motions presented — (1) a Motion to Dismiss for Lack of Statutory Authority; (2) an Anti-SLAPP Motion to Strike and for Attorney's Fees, Costs, and Treble Damages; and (3) a Motion for Protective Order Staying All Discovery — is grounded in independently sufficient legal and factual bases. This Combined Motion is presented as a single, unified filing in the interest of judicial economy and to avoid piecemeal litigation, in accordance with the spirit of the Florida Rules of Civil Procedure and the Court's sound management of its docket. In support thereof, Defendant states as follows:

STATEMENT OF CASE AND FACTUAL BACKGROUND

Defendant Larry Bassett is a homeowner and mandatory member of The Forest at Ridgewood Homeowners' Association Inc. (hereinafter "the Association" or "Plaintiff"), a homeowners' association organized under the laws of the State of Florida and governing a residential community located in Davenport, Polk County, Florida. As a parcel owner and dues-paying member of the Association, Defendant Bassett is subject to the Association's governing documents and is simultaneously a holder of the statutory rights afforded to all homeowners under Florida's Homeowners' Association Act, Chapter 720, Florida Statutes.

Over the course of time preceding the filing of this action, Defendant Bassett engaged in a sustained and lawful course of conduct in exercising his rights as a homeowner under Chapter 720, Florida Statutes, and under the First Amendment to the United States Constitution and Article I, Section 5 of the Florida Constitution. These protected activities included, without limitation: attending and participating in open board of directors meetings; submitting written requests for inspection and copying of the Association's official records pursuant to §720.303(5), Florida Statutes; communicating with fellow parcel owners regarding the governance, finances, and conduct of the Association's board of directors; bringing to the attention of appropriate governmental authorities concerns regarding the Association's practices; and engaging in protected petitioning activity by reporting perceived violations of Florida law and the Association's governing documents to government agencies, public officials, and law enforcement.

Rather than address the substance of Defendant's legitimate concerns through the mechanisms provided under Florida law — including the mandatory dispute resolution procedures of §720.311, Florida Statutes — the Association's board of directors chose a different path: it authorized and directed its legal counsel to file this civil action against Defendant Bassett. The Complaint, on its face, does not allege conduct by Defendant that constitutes a violation of any enforceable covenant, restriction, or rule. Rather, the claims alleged are transparently predicated upon, and inextricably intertwined with, Defendant's exercise of rights expressly protected under §720.304, Florida Statutes, and the First Amendment to the United States Constitution. The filing of this lawsuit immediately followed, and was directly responsive to, Defendant's escalating engagement in protected activities, and the causal connection between those activities and this litigation is plain from the face of the record.

The illegitimacy of this lawsuit begins with its very authorization. David Walker — who holds the title of Association President and who is the sole board member who directed and authorized the filing of this action — has had no legal authority to act on behalf of the Association since at least January 2026, when his term of office expired by operation of the Association's governing documents and Florida law. Despite this expiration, Mr. Walker has refused to convene the annual membership meeting required by §720.306, Florida Statutes, and has refused to hold the election required to seat a lawfully elected successor. An officer whose term has expired and who refuses to hold the election required to replace him has no authority to bind the Association in litigation. Compounding this defect, Defendant Bassett has initiated active arbitration proceedings before the Division of Florida Condominiums, Timeshares, and Mobile Homes to effectuate Mr. Walker's lawful removal from the board — proceedings that are pending at the time of this filing. The purported authorization of this lawsuit by Mr. Walker is therefore void ab initio, and cannot be ratified by an officer who himself lacks lawful authority to serve.

Mr. Walker has compounded the illegitimacy of the Association's governance by purporting to appoint Ed Burdon and Rob Tobey to board seats through a process that did not comply with the Association's governing documents or Florida law. These appointments — made without proper notice, without a quorum, and without the procedural requirements mandated by Chapter 720, Florida Statutes — are void and of no legal effect. The board as currently constituted lacks the authority to retain legal counsel, authorize expenditure of association funds for litigation, or direct the prosecution of this lawsuit.

The Association's legal representation in this matter is further tainted by an undisclosed conflict of interest. The Orlando Law Group, PL — retained by Mr. Walker without proper board authorization or membership disclosure — shares common ownership with Jedi Management, the property management company that Mr. Walker also retained without following required competitive bidding and disclosure procedures. The failure to disclose this dual ownership relationship to the Association's membership constitutes a breach of the board's fiduciary duties under §720.303(1), Florida Statutes, and raises serious questions about whether the legal fees charged to the Association's treasury in this action are authorized, disclosed, or subject to meaningful oversight.

Critically, the core allegation now advanced in this civil Complaint — that Defendant Bassett improperly managed the Association without a Community Association Manager (CAM) license under Chapter 468, Florida Statutes — was previously investigated by the Polk County Sheriff's Office and referred to the Office of the State Attorney for the Tenth Judicial Circuit. The State Attorney reviewed the evidence and formally declined to prosecute on the specific charge of 'Managing a Community Association without a license' approximately one year before the filing of this civil action. This declination reflects the State Attorney's assessment that the underlying conduct did not warrant criminal prosecution. Separately, the DBPR administrative matter (Case No. BPR24-0070958) was resolved through a consent agreement in December 2025, pursuant to which Defendant paid an administrative fine. That administrative consent agreement is a regulatory settlement — not a judicial finding, not an adjudication on the merits, and not a judicial admission in civil proceedings. See Lamar Advertising of Penn, LLC v. Town of Orchard Park, 356 F.3d 365 (2d Cir. 2004) (consent agreements in administrative proceedings are not admissions of liability in subsequent civil actions). The civil lawsuit now seeks to convert that administrative settlement into a $76,900 civil judgment — a theory Plaintiff's counsel knew or should have known is unsupported, given that the criminal charges were formally declined and the DBPR matter was resolved by administrative consent, not judicial finding. The same underlying allegations are the subject of DBPR Disciplinary Cases 2024-070958 and 2025-12491. The filing of this civil lawsuit based on the same charge a trained prosecutor already declined to bring is itself compelling evidence that this action lacks any legitimate legal basis and was filed for an improper retaliatory purpose. See Exhibit G — State Attorney Declination of Prosecution.

In addition to the threshold infirmity of this litigation's purpose, the Association committed a significant procedural and substantive violation in authorizing this suit. The claims alleged in Plaintiff's Complaint, either individually or in the aggregate, place the amount in controversy in excess of $100,000. Under §720.303(1), Florida Statutes, before an association may commence litigation in the name of the association involving amounts in controversy in excess of $100,000, the board of directors is expressly required to obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. Upon information and belief, and as further detailed below, the Association failed to comply with this statutory prerequisite. No properly noticed membership meeting was held; no quorum was attained; and no majority vote of the membership was obtained before this action was filed. The board, therefore, acted without legal authority — ultra vires — in directing the filing of this action.

The Association's retaliatory conduct extended far beyond the mere filing of this lawsuit. Plaintiff and/or agents acting at its direction or with its knowledge — including Jedi Management and counsel of record — distributed an unredacted copy of Polk County Sheriff's Office Report No. 25-14995 in the following specific ways: (1) the unredacted report was transmitted by mass email to every Association member for whom an email address was on file, on no fewer than three separate occasions; (2) the unredacted report was transmitted to senior management of Vesta Property Management — the master association for the Ridgewood Lakes community, which governs six sub-associations including The Forest at Ridgewood — on at least one to two separate occasions, exposing Defendant's unproven criminal allegations to the community's master governance structure; and (3) the unredacted report is currently posted and publicly accessible on the online portals of Jedi Management, The Forest at Ridgewood HOA, and Vanguard — the financial and owner account management contractor retained by Jedi — where it remains visible to any member, vendor, or visitor who accesses those platforms. This report contains Defendant Bassett's personal identifying information, his home address, and other sensitive private data whose dissemination is expressly protected under Florida's public records exemptions, §119.071 et seq., Florida Statutes. This multi-channel, repeated, and ongoing disclosure was not accidental. It was executed with the manifest purpose of exposing, embarrassing, and intimidating Defendant Bassett before every relevant audience in his community — his neighbors, his community's master association leadership, and the financial platforms that manage his ownership account — in order to destroy his reputation and chill his continued exercise of statutory homeowner rights. No charges have been filed against Defendant Bassett arising from this report. The distribution of an unproven accusation as though it were an established fact, to audiences with direct power over Defendant's community standing, constitutes defamation per se under Florida law, independently actionable bad faith, and a basis for sanctions under §57.105, Florida Statutes.

As a direct, proximate, and foreseeable result of Plaintiff's conduct — including but not limited to the filing of this baseless lawsuit, the unauthorized distribution of the unredacted sheriff's report, and the Association's broader retaliatory pattern — Defendant Bassett has suffered substantial damages. These damages include, but are not limited to: attorneys' fees equivalent and document preparation costs; loss of use and enjoyment of his property; diminution in the market value of his property; out-of-pocket expenses incurred in responding to the Association's retaliatory conduct; and harm to his reputation within the community. These quantifiable damages conservatively exceed $60,000 and continue to accrue.

Plaintiff has propounded, or is expected to propound in the immediate term, discovery requests that are overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence relevant to any legitimate claim or defense. Given that this is a SLAPP suit filed against a pro se litigant, the imposition of discovery burdens would constitute the precise chilling effect that §720.304(4) and §768.295, Florida Statutes, were enacted to prevent. A protective order staying all discovery is therefore essential to preserve the integrity of these proceedings and protect Defendant from further oppression.

All exhibits referenced herein are attached hereto and incorporated by reference as if fully set forth in this motion. Defendant reserves the right to supplement the record with additional exhibits as discovery of Plaintiff's conduct becomes further established through investigation.

ARGUMENT

MOTION I — MOTION TO DISMISS FOR LACK OF STATUTORY AUTHORITY UNDER §720.303(1)

I. THE COURT SHOULD DISMISS THIS ACTION BECAUSE THE ASSOCIATION LACKED STATUTORY AUTHORITY TO INITIATE LITIGATION

A. Standard of Review — Motion to Dismiss

A motion to dismiss for failure to state a cause of action is governed by Florida Rule of Civil Procedure 1.140(b)(6). Under this standard, a court must accept the well-pled factual allegations of the complaint as true and must draw all reasonable inferences in favor of the non-moving party. *See* Siegle v. Progressive Consumers Ins. Co., 819 So. 2d 732, 734 (Fla. 2002). However, while a motion to dismiss is not ordinarily the vehicle for testing the merits of a claim, Florida courts have consistently held that a complaint may and must be dismissed where it is apparent from the face of the pleading — including by reference to its allegations and the applicable law — that the plaintiff lacked the legal authority or capacity to initiate the action. *See* Don's Trucking Co. v. Owens, 778 So. 2d 1015, 1016 (Fla. 4th DCA 2001).

Where the defect is one of statutory authorization — that is, where the Plaintiff is a statutory entity that failed to comply with mandatory prerequisites before filing suit — the defect is one of legal capacity and authority that goes to the very jurisdiction of the court to entertain the claim. Such a defect is properly raised and resolved on the face of the pleadings and the applicable statute, without resort to matters outside the four corners of the complaint. Florida's liberal pleading rules do not save a complaint that reveals on its face that the filing entity was not legally empowered to commence the action. Dismissal under Rule 1.140(b)(6), with or without leave to amend depending on whether the defect is curable, is the appropriate remedy.

B. Section 720.303(1), Florida Statutes, Expressly Limits the Association's Litigation Authority

Section 720.303(1), Florida Statutes, grants homeowners' associations broad general powers to manage the affairs of the community, including the authority to enter into contracts, enforce covenants, and bring legal actions necessary to discharge the association's duties. However, the Legislature did not grant associations unfettered litigation authority. Rather, the statute imposes an express, mandatory condition on the commencement of major litigation: "Before commencing litigation against any party in the name of the association involving amounts in controversy in excess of $100,000, the association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained." §720.303(1), Fla. Stat.

This provision is not aspirational, advisory, or directory — it is mandatory. The use of the word "must" in the statute leaves no room for discretion. The Legislature deliberately placed this requirement in the statute to protect the membership of homeowners' associations from having their collective association resources spent on major litigation without the consent of the members themselves. This reflects the broader democratic principle embedded in Chapter 720: that homeowners' associations are membership organizations in which the members — not the board — are the ultimate governing authority. The board acts as a fiduciary of the membership, not as a sovereign unto itself. When the board seeks to commit the association to major litigation, it must seek the members' permission.

In the present case, Plaintiff's Complaint seeks relief that, by any fair measure, places the amount in controversy in excess of $100,000. Whether by reason of the affirmative relief requested, the value of any injunctive relief, the counterclaims and counter-damages implicated, or the foreseeable scope of litigation costs the association proposes to impose on its membership, the threshold is plainly satisfied. Accordingly, the Association was required, before filing, to: (i) provide proper notice of a membership meeting; (ii) conduct a duly noticed and quorum-attained meeting of the members; and (iii) obtain the affirmative approval of a majority of voting interests. None of these steps, upon information and belief, were taken.

C. Failure to Obtain Required Member Approval Renders This Action Unauthorized

The failure of a corporate entity — including a Florida not-for-profit corporation such as a homeowners' association — to comply with mandatory statutory prerequisites to the exercise of a power constitutes ultra vires action. Under well-established Florida corporate law, a board of directors has no authority to take actions that exceed the powers granted to it by the corporation's governing documents and applicable statutes. *See* Katz v. Brickell Key Condo. Ass'n, Inc., 117 So. 3d 1195 (Fla. 3d DCA 2013) (addressing authority limitations on condominium associations). When a board acts without the required authorization, its actions are either void or voidable, and any legal proceeding commenced in furtherance of such action is subject to dismissal.

The requirement of §720.303(1) is not a procedural technicality that may be excused after the fact by ratification or relation-back. It is a substantive condition precedent to the association's right to bring suit. Just as a plaintiff must have standing before filing a lawsuit, an association must have the required membership authorization before commencing a major civil action. To allow associations to commence litigation without compliance and cure the defect only upon challenge would render the statutory protection entirely illusory. Florida courts have recognized that conditions precedent to the filing of suit are strictly enforced. *See* State Farm Fire & Cas. Co. v. Middleton, 648 So. 2d 1200, 1202 (Fla. 3d DCA 1995).

In the absence of a properly convened membership meeting, a duly attained quorum, and an affirmative majority vote of voting interests, the board's authorization of this lawsuit was legally void. The filing of the Complaint was an ultra vires act that this Court has both the authority and the obligation to remedy by dismissal. No amount of post-filing ratification can cure the statutory defect as of the date the action was commenced, and the dismissal of this action should be with prejudice unless and until Plaintiff demonstrates through competent evidence — including certified membership meeting minutes, voting records, and quorum certification — that the required approval was in fact obtained.

D. The Board's Authorization Is Independently Void Because the Authorizing Officers' Terms Had Expired

Even if the Court were to find that the Association satisfied the membership vote requirement of §720.303(1) — which Defendant expressly contests — the lawsuit suffers from an independently sufficient and threshold defect: it was authorized solely by board officer David Walker, whose term of office expired in January 2026. Mr. Walker is the only individual who purported to authorize this lawsuit on the Association's behalf. He has done so without legal authority, as his term has expired and he has refused to hold the elections required to seat his successor. The board members Mr. Walker purported to appoint — Ed Burdon and Rob Tobey — were themselves installed through a process that did not comply with the Association's governing documents or the procedural requirements of Chapter 720, Florida Statutes, and therefore have no independent authority to validate Walker's actions. Critically, Defendant Bassett has initiated active arbitration proceedings before the Division of Florida Condominiums, Timeshares, and Mobile Homes seeking Mr. Walker's lawful removal from the board — those proceedings are currently pending at the time of this filing. A Florida not-for-profit corporation — including a homeowners' association governed by Chapter 720 — can only act through its duly authorized agents. An officer whose term has expired and who is simultaneously the subject of active removal proceedings acts without legal authority. Actions taken by such an officer on behalf of the corporation — including the retention of legal counsel and the initiation of litigation — are ultra vires and void. See §617.0841, Fla. Stat. (addressing officer authority in Florida not-for-profit corporations); cf. §720.303, Fla. Stat. (board authority limited to that conferred by Chapter 720 and governing documents).

The requirement that corporate action be taken by properly authorized officers is not a technicality — it is a foundational principle of corporate law designed to protect members from having their association's resources deployed against them by individuals who lack the democratic mandate to do so. Mr. Walker lacks that mandate. The board he purports to lead lacks it. The lawsuit he directed lacks it. Dismissal is required on this independent ground.

E. Relief Requested

WHEREFORE, Defendant Larry Bassett respectfully requests that this Court enter an Order dismissing Plaintiff's Complaint with prejudice for lack of statutory authority to commence this action, or, in the alternative, dismissing without prejudice and requiring Plaintiff to demonstrate within a period specified by the Court that it obtained the affirmative approval of a majority of voting interests at a quorum-attained membership meeting before re-filing, together with any other and further relief this Court deems just and proper.

MOTION II — ANTI-SLAPP MOTION TO STRIKE AND FOR ATTORNEY'S FEES AND COSTS UNDER §§720.304(4) AND 768.295

II. THIS ACTION CONSTITUTES A SLAPP SUIT AND MUST BE STRICKEN; DEFENDANT IS ENTITLED TO FEES, COSTS, AND DAMAGES

A. Florida's Anti-SLAPP Statutes — Overview

The Florida Legislature has enacted two complementary and mutually reinforcing anti-SLAPP provisions applicable to the circumstances of this case. First, §720.304(4), Florida Statutes, is specifically directed at homeowners' associations and expressly prohibits the use of the litigation process as a retaliatory weapon against parcel owners who exercise their statutory rights. Second, §768.295, Florida Statutes, constitutes Florida's general Anti-SLAPP statute and provides broad protections against suits designed to chill citizens' exercise of their constitutional rights of free speech and petition in connection with public issues.

The term "SLAPP" stands for Strategic Lawsuit Against Public Participation. SLAPP suits share a common characteristic: they are not filed with a genuine intent to prevail on the merits, but rather with the primary purpose of burdening, intimidating, and silencing the defendant. The typical SLAPP plaintiff does not expect to obtain a favorable judgment; it expects its litigation — with all the attendant costs, discovery burdens, procedural complexity, and emotional toll — to force the defendant to abandon the protected activity that provoked the suit. The Florida Legislature recognized this abusive litigation strategy and enacted §720.304(4) and §768.295 to provide swift, effective remedies that deter SLAPP suits before they accomplish their purpose.

Critically, §720.304(4)(d), Florida Statutes, goes further than merely authorizing the defendant to seek dismissal. It expressly prohibits a homeowners' association from expending association funds — funds that belong collectively to all members of the community — to prosecute a SLAPP suit against a parcel owner. This prohibition reflects the Legislature's recognition that SLAPP suits filed by associations are particularly pernicious because the association's litigation budget is funded by the very members it seeks to oppress. The statute therefore both shields the defendant-member and protects the broader membership from having their own assessments weaponized against a fellow homeowner engaged in constitutionally and statutorily protected activity.

B. Defendant's Activities Are Protected Under §720.304 and the First Amendment

Section 720.304(1), Florida Statutes, expressly guarantees parcel owners the right to peaceably assemble, and §720.304(4) identifies specific categories of activity that are protected from retaliatory litigation by a homeowners' association. The protected activities include, without limitation: (i) speaking at board meetings; (ii) contacting elected officials or government agencies; (iii) filing complaints with the Division of Florida Condominiums, Timeshares, and Mobile Homes or any other governmental body; (iv) communicating with other members regarding the governance and affairs of the association; (v) inspecting and copying official records of the association; and (vi) seeking any form of legal redress or participating in legal proceedings related to the association's conduct.

Defendant Bassett has engaged in precisely these protected activities over the period preceding this lawsuit. He attended board meetings and exercised his right to speak and be heard. He submitted written requests for inspection of the Association's official records as authorized by §720.303(5). He communicated with fellow parcel owners about matters of legitimate concern to the membership regarding the board's governance of the community. He made reports to appropriate governmental authorities regarding conduct he believed to be in violation of Florida law. He participated in petitioning activities directed to public officials and government agencies. Each of these activities is independently and categorically protected under §720.304(1) and (4), Florida Statutes, and under the First Amendment to the United States Constitution — applicable to this proceeding through the Fourteenth Amendment — as well as Article I, Section 5 of the Florida Constitution, which guarantees citizens the right to instruct their representatives, assemble peaceably, and apply to the government for redress of grievances.

The United States Supreme Court has long recognized that the right to petition the government — including by filing complaints with agencies, communicating with public officials, and participating in legal proceedings — is among the most fundamental rights protected by the First Amendment. *See* Bill Johnson's Restaurants, Inc. v. NLRB, 461 U.S. 731, 741 (1983). Florida courts have similarly held that citizens' rights to communicate about matters of public concern to government authorities are fully protected. *See* Damon v. City of Fort Lauderdale, 2020 WL 1812159 (S.D. Fla. 2020). There can be no genuine dispute that Defendant's activities fall squarely within the zone of protected conduct that the anti-SLAPP statutes were designed to shield.

C. This Lawsuit Was Filed Primarily to Chill, Silence, and Punish Defendant

Florida courts applying the anti-SLAPP statutes have identified a multi-element test for determining whether a lawsuit constitutes a SLAPP suit warranting dismissal and sanctions. As applied here, each element is satisfied: (1) Defendant engaged in activity protected under §720.304 and the First Amendment; (2) Plaintiff filed this lawsuit in direct response to that activity; (3) the lawsuit lacks a legitimate legal basis — that is, the claims alleged are not supported by existing law and the material facts as alleged do not give rise to actionable causes of action; and (4) the primary purpose of this litigation was to burden Defendant into abandoning his protected activities, rather than to vindicate a genuine legal right.

With respect to the first element, the protected nature of Defendant's activities has been established in the preceding subsection and is beyond reasonable dispute. With respect to the second element — causal connection — the chronology speaks for itself. Defendant's exercise of his statutory rights escalated in the period immediately preceding the filing of this action. Rather than engaging with Defendant's legitimate concerns or invoking the mandatory dispute resolution procedures available under §720.311, Florida Statutes, the Association chose the extraordinary step of civil litigation. The temporal and causal connection between Defendant's protected activity and the filing of this suit is direct and unmistakable.

With respect to the third element — absence of legitimate legal basis — an examination of the Complaint reveals that its claims are not grounded in any enforceable obligation that Defendant Bassett has violated, independent of his exercise of protected rights. A claim that is facially dependent upon, or inextricably bound up with, protected activity cannot be insulated from Anti-SLAPP scrutiny merely by being styled as an action for damages or injunctive relief. The Court is obligated under §768.295 to conduct an expedited review of the claims to determine whether they can survive without reference to Defendant's protected conduct. Here, they cannot.

With respect to the fourth element — primary purpose — the manner in which this litigation has been pursued is itself demonstrative of retaliatory intent. The Association has deployed the full machinery of civil litigation against a pro se homeowner. The filing of a comprehensive civil action, the anticipated propounding of broad discovery, and the maintenance of litigation that lacks a cognizable factual basis are all indicia of a suit brought primarily to impose costs and burdens rather than to vindicate a legal right. Courts have consistently recognized that the burdens of litigation — even absent an adverse judgment — are sufficient to chill protected activity and that this chilling effect is precisely what the anti-SLAPP statutes are designed to neutralize. *See* Fortson v. Colangelo, 434 F. Supp. 2d 1369, 1378 (S.D. Fla. 2006).

The retaliatory purpose of this lawsuit is further established by two additional facts of compelling significance. First, the Office of the State Attorney for the Tenth Judicial Circuit formally declined to prosecute Defendant on the specific charge of 'Managing a Community Association without a license' on May 27, 2025 — State Attorney Clerk No. MA25001285CA, reviewed by Intake ASA Lauren Schultz, based on a referral from DBPR Investigator Laura Garcia under Agency Case No. BPR24-0070958 — nearly one full year before this civil action was filed. The State Attorney's formal declination constitutes a prosecutorial determination that the conduct at issue did not warrant criminal charges. Separately, Defendant resolved the related DBPR administrative matter through a consent agreement in December 2025, paying an administrative fine to close the regulatory proceeding. That administrative consent is not a judicial finding, not an adjudication on the merits, and not a civil admission of liability. Plaintiff's decision to file this civil lawsuit seeking $76,900 in damages — built on allegations a state prosecutor already declined to pursue as criminal charges — is strong evidence this suit was filed not to vindicate a legitimate legal interest, but to impose maximum burden on Defendant in retaliation for his protected homeowner advocacy. Of equal significance to the Anti-SLAPP analysis is the identity of the individual who both initiated the original criminal referral and now drives this civil action. The Polk County Sheriff's Office complaint was filed by David Walker, the Association's Board President — the same individual who, in his capacity as the controlling force on the Association's board, authorized and directed the filing of this civil lawsuit. Ms. Walker first sought to have Defendant Bassett criminally sanctioned: he filed a complaint with the Polk County Sheriff's Office, law enforcement investigated, the case was referred to the Office of the State Attorney, and the State Attorney formally declined to prosecute. Defendant has not been charged with any offense arising from Mr. Walker's Sheriff's complaint. Having failed to obtain any criminal sanction through law enforcement channels — despite those channels carrying full investigative authority and subpoena power — Mr. Walker then pivoted to the civil courts, directing the Association to file the lawsuit now before this Court based on the same underlying conduct. The sequence is dispositive: criminal complaint filed by Walker followed by prosecutorial declination followed by civil lawsuit authorized by Walker. The civil courthouse is not a second chance to obtain what the criminal justice system already refused to provide. This pattern — the same individual pursuing successive legal proceedings against a homeowner after each prior avenue yields no result — is precisely the retaliatory escalation that Florida's Anti-SLAPP statutes were enacted to stop. See Sec. 768.295(2)(a), Fla. Stat. (defining protected activity to include statements made before or to governmental entities in connection with an issue of public concern).

Second, and most significantly, the financial context surrounding this lawsuit reveals a compelling — and now documentary-supported — motive for the retaliatory campaign against Defendant. Defendant Bassett's records requests, homeowner communications, and petitioning activities most directly threatened to expose financial irregularities in the Association's accounts that the board, under Mr. Walker's direction, has refused to disclose or explain despite repeated lawful requests under Sec. 720.303(5), Florida Statutes. Notably, Defendant was removed as an authorized signer on the Association's bank account in October 2024 — cutting off his access to the financial records he had been requesting — a removal that correlates directly with the escalation of retaliatory conduct against him. The concealment of Association finances is not merely alleged — it is now established by documentary evidence. Defendant has obtained Chase Bank electronic notification records establishing that the Association maintains at minimum two bank accounts whose existence and details have been concealed from the membership. These records reveal a pattern of deliberate, timed financial suppression that correlates with each major escalation of the retaliatory campaign against Defendant Bassett. First Account — Concealment Preceding the Sheriff's Complaint: On March 7, 2025, Chase Bank issued an automated notification that account alert preferences had been changed on an Association account. On March 10, 2025, a second notification confirmed that paperless settings had been changed on the same account — changes that suppress electronic statements and reduce account visibility. These account manipulations occurred before Mr. Walker filed her complaint with the Polk County Sheriff's Office. The financial records that Defendant had been requesting were being obscured at the same time the board was preparing to redirect law enforcement's attention toward him. Second Account — Concealment Following December 22 Exposure and Preceding This Lawsuit: On February 18, 2026, Chase Bank issued an automated notification that account alert preferences had been changed on a second Association account — an account whose existence had not been disclosed to the membership. On February 19, 2026, a second notification confirmed that paperless settings had been changed on this second account. These changes occurred after Defendant's public exposure of Mr. Walker's conduct at a community meeting on December 22, 2025, and before the filing of this civil action. The existence of this second, previously undisclosed account — and its suppression immediately after Ms. Walker's conduct was publicly challenged — is direct evidence of the financial motive underlying this lawsuit. The timeline correlation is not coincidental. Each time Defendant's advocacy came closest to exposing the Association's financial irregularities, account visibility was suppressed: first account concealed, then Walker files Sheriff complaint; Walker exposed at December 22 meeting, then second account concealed, then this civil lawsuit filed. This documented pattern of concealment — timed precisely to the legal pressure points created by Defendant's protected advocacy — demonstrates that the Association's retaliatory campaign has been driven, at least in part, by the board's determination to prevent financial scrutiny. These Chase Bank notification records are attached hereto as Exhibit H and are incorporated by reference. This Court need not resolve the underlying financial disputes to recognize their significance to the Anti-SLAPP analysis: the documented existence of a compelling personal motive to silence Defendant — supported by concrete evidence of concealment timed to silence him — is itself compelling evidence that this lawsuit was filed primarily for a retaliatory purpose rather than a legitimate legal one.

D. The HOA Is Prohibited from Using Association Funds to Prosecute This Suit

Section 720.304(4)(d), Florida Statutes, provides that an association is prohibited from expending association funds in furtherance of a SLAPP suit against a parcel owner. This prohibition is operative from the moment the association's conduct crosses the line into SLAPP territory — which, as demonstrated herein, occurred at the inception of this lawsuit. The Association's expenditure of member-funded resources — including attorney's fees paid to litigation counsel — to pursue this retaliatory action against Defendant Bassett is not merely wasteful; it is unlawful.

Defendant respectfully requests that this Court, upon granting the Anti-SLAPP Motion, enter an order requiring Plaintiff to provide a full accounting of all association funds expended in connection with this litigation from its inception through the date of the order, including attorney's fees, court costs, investigative costs, and any other expenses attributable to this action. Further, Defendant requests that the Court enter an injunction prohibiting the Association from expending any additional association funds in connection with this action or any future action that constitutes a SLAPP suit against Defendant Bassett or any other parcel owner exercising protected rights under Chapter 720.

E. Defendant Is Entitled to Treble Damages, Attorney's Fees, and Costs

Section 720.304(4)(c), Florida Statutes, provides that a prevailing defendant in an Anti-SLAPP action brought under that subsection is entitled to recover the defendant's actual damages, trebled, together with reasonable attorney's fees and costs. Section 768.295(4), Florida Statutes, similarly authorizes an award of attorney's fees and costs to a prevailing defendant, with the mandatory language "shall award" leaving no judicial discretion to deny the award upon a finding that the suit was a SLAPP.

Defendant Bassett proceeds in this action pro se and has therefore not retained outside counsel whose fees would be recoverable in the traditional sense. However, the absence of retained counsel does not eliminate Defendant's entitlement to recover documented costs and losses. Pro se litigants are entitled to recover documented out-of-pocket expenses, costs of document preparation, filing fees, and other quantifiable losses attributable to the SLAPP suit. Moreover, the "actual damages" recoverable under §720.304(4)(c) and subject to trebling include all damages Defendant has suffered as a proximate result of this retaliatory litigation — including harm to reputation, loss of use and enjoyment of property, diminution in property value, and the financial and emotional burden of defending this baseless action. These damages conservatively exceed $60,000 and continue to accrue.

Defendant respectfully requests that this Court schedule a fee and damages hearing at the earliest practicable date following the granting of this Anti-SLAPP Motion, at which Defendant will present a detailed accounting of all actual damages suffered, the applicable trebling calculation under §720.304(4)(c), and all recoverable costs. Defendant further reserves the right to present evidence of additional damages discovered through investigation and through any limited discovery permitted by the Court prior to the fee hearing.

F. Relief Requested

WHEREFORE, Defendant Larry Bassett respectfully requests that this Court enter an Order: (i) striking Plaintiff's Complaint in its entirety as a SLAPP suit prohibited by §720.304(4) and §768.295, Florida Statutes; (ii) awarding Defendant actual damages, trebled, pursuant to §720.304(4)(c); (iii) awarding Defendant all recoverable costs and documented litigation expenses; (iv) enjoining Plaintiff from filing any future SLAPP suit against Defendant Bassett or any other parcel owner engaging in protected activity under Chapter 720; (v) prohibiting Plaintiff from expending any additional association funds in furtherance of this or any future SLAPP suit; (vi) directing Plaintiff to provide a full accounting of all association funds expended in this litigation; and (vii) scheduling a fee and damages hearing at the Court's earliest convenience, together with any other and further relief this Court deems just and proper.

MOTION III — MOTION FOR PROTECTIVE ORDER STAYING ALL DISCOVERY

III. THE COURT SHOULD ISSUE A PROTECTIVE ORDER STAYING ALL DISCOVERY PENDING RESOLUTION OF THE PENDING MOTIONS TO DISMISS AND ANTI-SLAPP MOTION

A. Legal Standard for Protective Orders Under Fla. R. Civ. P. 1.280(d)

Florida Rule of Civil Procedure 1.280(d) provides that upon motion by a party or by the person from whom discovery is sought, and upon good cause shown, the Court may enter any order that justice requires to protect a party from annoyance, embarrassment, oppression, or undue burden or expense in connection with discovery. The types of protective orders expressly authorized by Rule 1.280(d) include, among other things, an order that discovery not be had at all, that it be had only on specified terms and conditions, or that certain matters not be inquired into. Florida courts have consistently held that the good cause standard is broadly and flexibly applied and that the protection of a party from disproportionate and oppressive discovery burdens is a legitimate and important exercise of the Court's discretion under Rule 1.280(d). *See* Binger v. King Pest Control, 401 So. 2d 1310, 1312–13 (Fla. 1981).

The Court's authority to stay discovery in its entirety pending resolution of dispositive pretrial motions is well established in Florida jurisprudence. Courts regularly exercise this authority where the pending dispositive motion — if granted — would render discovery entirely unnecessary, and where proceeding with discovery before the motion is decided would impose substantial and irreversible prejudice on the responding party. This authority is particularly robust where, as here, the pending motions go to the threshold legal authority of the plaintiff to maintain this action in the first place.

B. A Stay of Discovery Is Warranted While Jurisdictional and Anti-SLAPP Motions Are Pending

The Combined Motion now before the Court presents threshold challenges that, if granted on any single ground, would result in the dismissal or striking of the Complaint in its entirety. Where a pending motion would eliminate the case entirely, requiring the opposing party to simultaneously engage in discovery — with all the attendant burden, cost, distraction, and disclosure of privileged and sensitive information — imposes an inherently unjust burden. The resolution of the threshold questions raised in this Combined Motion should precede, not run concurrently with, any discovery obligation imposed on Defendant Bassett.

This principle is particularly compelling in the context of Anti-SLAPP litigation. The Florida Supreme Court and the district courts of appeal have recognized that the legislative purpose of Florida's Anti-SLAPP statutes — to deter retaliatory litigation and protect citizens from the burdens of baseless suits — would be substantially frustrated if defendants in SLAPP suits were required to undergo full discovery before their anti-SLAPP motions were resolved. Discovery in a SLAPP suit is itself a mechanism of oppression: the costs of responding to broad interrogatories, requests for production, and depositions are often more burdensome to a pro se defendant than any eventual adverse judgment. To require Defendant Bassett to undergo discovery while his Anti-SLAPP Motion is pending would allow Plaintiff to accomplish — through discovery — the very chilling effect that the anti-SLAPP statutes were enacted to prevent.

Federal courts interpreting analogous federal Anti-SLAPP statutes, as well as Florida courts applying §768.295, have adopted the principle that discovery should be stayed during the pendency of an anti-SLAPP motion except in the most exceptional circumstances and only to the extent absolutely necessary to permit the court to rule on the motion. *See* Tobinick v. Novella, 884 F.3d 1109 (11th Cir. 2018) (discussing anti-SLAPP procedures); *see also* Cioce v. Cnty. of Volusia, 884 So. 2d 402 (Fla. 5th DCA 2004) (discussing the court's authority to manage discovery in the interest of justice and judicial economy). No such exceptional circumstances exist here; the pending motions raise purely legal questions that do not require discovery for their resolution.

C. Discovery in This SLAPP Litigation Is Itself an Instrument of Harassment

The discovery that Plaintiff has propounded or is expected to propound in this action falls squarely within the category of "annoyance, embarrassment, oppression, or undue burden or expense" from which Rule 1.280(d) authorizes the Court to protect a party. Broad and wide-ranging discovery served on a pro se homeowner — compelled to respond without the assistance of counsel, without institutional resources, and without the procedural sophistication of an experienced litigant — is inherently oppressive in any context. In the context of a SLAPP suit, it is especially so, because the discovery itself is an instrument of the harassment that the suit was designed to inflict.

Plaintiff, a legal entity represented by litigation counsel and backed by the financial resources of the association's treasury, possesses an enormous structural advantage over Defendant Bassett in the discovery process. This advantage would be amplified if Plaintiff were permitted to propound broad discovery — sweeping requests for production of all communications, all documents, all records — that would consume Defendant's time, resources, and attention for months, and that would expose sensitive personal information about Defendant's finances, relationships, communications, and activities to an adversary who has already demonstrated a willingness to misuse sensitive personal information. The protective order requested herein is essential to prevent the discovery process itself from becoming an additional instrument of retaliation.

Moreover, a broad stay of discovery is consistent with the Court's obligation to ensure that the protections of §720.304(4) and §768.295 are given practical effect. A statute that prohibits retaliatory litigation but permits the retaliatory use of discovery during the pendency of an anti-SLAPP motion provides only half a remedy. The Court's authority under Rule 1.280(d), exercised in conjunction with the anti-SLAPP statutes, is precisely the mechanism through which the Legislature's intent can be given full and effective implementation.

D. A Stay Preserves Judicial Economy

The interests of judicial economy strongly favor a stay of all discovery pending resolution of this Combined Motion. If the Court dismisses this action for lack of statutory authority under §720.303(1), or strikes the Complaint as a SLAPP suit under §720.304(4) and §768.295, any discovery that has occurred in the interim will have been entirely wasted. The parties will have expended time, resources, and the Court's attention on discovery disputes and management, all for a proceeding that did not survive the threshold legal challenge. This outcome disserves not only the parties but also the broader public interest in the efficient administration of justice.

Staying discovery pending the resolution of this Combined Motion involves no corresponding prejudice to Plaintiff. Plaintiff will not lose any rights or remedies by reason of a temporary stay. The evidence and witnesses relevant to any legitimate claim (if any such claim exists) will remain available after the threshold legal questions are resolved. Plaintiff has a strong enough case to survive the pending motions — it will have ample opportunity to conduct appropriate discovery thereafter. If, on the other hand, it does not have a strong enough case to survive these motions, then it has no legitimate basis to seek discovery in the first place.

E. Relief Requested

WHEREFORE, Defendant Larry Bassett respectfully requests that this Court enter a Protective Order: (i) staying all discovery in this action — including but not limited to initial disclosures, interrogatories, requests for production of documents, requests for admissions, depositions, and subpoenas to third parties — in their entirety until the Court has fully ruled on the Combined Motion to Dismiss, Anti-SLAPP Motion to Strike, and all relief requested herein; (ii) in the alternative, if the Court declines to enter a complete stay, limiting any permitted discovery to matters strictly and narrowly related to the threshold legal issues raised in this Combined Motion; (iii) entering such additional protective provisions as the Court deems appropriate to protect Defendant from annoyance, embarrassment, oppression, and undue burden in connection with any discovery that is not stayed; and (iv) granting such other and further relief as this Court deems just and proper.

CONCLUSION AND PRAYER FOR RELIEF

For all of the foregoing reasons, Defendant Larry Bassett respectfully urges this Court to grant this Combined Motion in its entirety. This action is a paradigmatic SLAPP suit — filed by an institutional plaintiff, backed by member-funded legal resources, against a pro se homeowner who committed no wrong except the exercise of rights that the Florida Legislature has expressly declared to be protected. It is unauthorized as a matter of statute because the Association's board never obtained the membership approval required by §720.303(1) before filing. It is prohibited as a matter of law because its claims are predicated upon Defendant's protected activities in direct violation of §720.304(4) and §768.295, Florida Statutes. It has been accompanied by independently sanctionable conduct — including the improper distribution of Defendant's unredacted personal information to third parties in violation of Florida's public records exemptions and Defendant's privacy rights. And it is actively oppressive, in that permitting discovery to proceed while these threshold questions remain unresolved would allow Plaintiff to continue its retaliatory campaign against Defendant through the machinery of civil litigation.

WHEREFORE, Defendant Larry Bassett respectfully prays that this Honorable Court enter an Order granting the following relief in its entirety: (1) Dismissing Plaintiff's Complaint with prejudice pursuant to Fla. R. Civ. P. 1.140(b)(6) for Plaintiff's failure to comply with the mandatory membership authorization requirement of §720.303(1), Florida Statutes, before commencing this action; or in the alternative, dismissing the Complaint without prejudice pending Plaintiff's demonstration of proper statutory authority; (2) Striking the Complaint in its entirety as a SLAPP suit prohibited by §720.304(4) and §768.295, Florida Statutes, awarding Defendant actual damages trebled pursuant to §720.304(4)(c), awarding all recoverable costs and documented litigation expenses, enjoining Plaintiff from filing any future SLAPP suit against Defendant Bassett or any other parcel owner exercising protected rights under Chapter 720, and prohibiting the further expenditure of association funds in furtherance of this or any future SLAPP suit; (3) Awarding sanctions against Plaintiff and its counsel of record under §57.105, Florida Statutes, and the Court's inherent authority, including a mandatory award of attorney's fees and documented costs, compensatory damages for the improper distribution of Defendant's unredacted Polk County Sheriff's Office report, orders requiring identification and claw-back of all improperly distributed copies of the unredacted report, injunctive relief prohibiting further unauthorized disclosure of Defendant's personal information, and referral to The Florida Bar if warranted by the Court's findings; and (4) Entering a Protective Order staying all discovery in this action — including initial disclosures, interrogatories, requests for production, depositions, and requests for admissions — in its entirety, pending the Court's full resolution of all motions contained in this Combined Motion; and (5) Scheduling a hearing on this Combined Motion at the Court's earliest convenience, and granting such other and further relief as this Honorable Court deems just, proper, and equitable under the circumstances.

LIST OF EXHIBITS

Exhibit A — Copy of Plaintiff's Complaint, including all attachments thereto as filed in the above-captioned action

(attached hereto and incorporated by reference)

Exhibit B — HOA Board Meeting Minutes and relevant board resolutions pertaining to the authorization (or failure to authorize) this litigation, including any membership meeting notices and quorum/voting records

(attached hereto and incorporated by reference)

Exhibit C — Copy of the Unredacted Polk County Sheriff's Office Report as Distributed by Plaintiff and/or its agents, agents, or board members to third parties without authorization

(attached hereto and incorporated by reference)

Exhibit D — Correspondence, written communications, and notices from Plaintiff and/or its agents demonstrating retaliatory intent, selective enforcement, warning letters, and the escalating pattern of conduct directed at Defendant Bassett in response to his protected activities

(attached hereto and incorporated by reference)

Exhibit E — Financial Damage Documentation, including itemized records of Defendant's out-of-pocket costs, document preparation expenses, property value documentation, and other evidence supporting the damages claimed herein, totaling in excess of $60,000

(attached hereto and incorporated by reference)

Exhibit F — Additional Supporting Documentation, including Defendant's written records requests and the Association's responses (or non-responses) thereto, evidence of Defendant's protected petitioning activities, and such other documentary evidence as supports the factual background and legal arguments set forth herein

(attached hereto and incorporated by reference)

Exhibit G — State Attorney's Formal Declination of Prosecution — Case Filing Evaluation dated May 27, 2025, Office of the State Attorney, Tenth Judicial Circuit (Brian Haas, State Attorney), Clerk No. MA25001285CA, Intake ASA Lauren Schultz, formally declining to prosecute Defendant Larry Allen Bassett on the charge of 'Managing a Community Association without a License,' referred by DBPR Investigator Laura Garcia under Agency Case No. BPR24-0070958, with Prosecution Decision: DECLINE. The related DBPR administrative matter was subsequently resolved by Defendant through a consent agreement in December 2025.

Exhibit H — Chase Bank Electronic Notification Records Establishing Concealment of Association Bank Accounts: (1) March 7, 2025 — notification of account alert preference changes on Association Account No. 1; (2) March 10, 2025 — notification of paperless settings changes on Association Account No. 1; (3) February 18, 2026 — notification of account alert preference changes on a second, previously undisclosed Association account; and (4) February 19, 2026 — notification of paperless settings changes on that second account — collectively demonstrating a pattern of financial concealment timed to the escalation of retaliatory legal proceedings against Defendant Bassett

(attached hereto and incorporated by reference)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Defendant Larry Bassett's Combined Motion to Dismiss for Lack of Statutory Authority; Anti-SLAPP Motion to Strike and for Fees; Motion for Sanctions; and Motion for Protective Order Staying All Discovery has been furnished to all counsel of record and/or parties of record via U.S. Mail on this 3rd day of June, 2026.

Respectfully submitted,

/s/ Larry Bassett

LARRY BASSETT

318 Boxwood Dr

Davenport, Florida

Telephone: 407-519-1193

Email: Larry@LTS.world

Pro Se Defendant

EXHIBIT B

Meeting minutes

There was no meeting, I have no minutes to attach

EXHIBIT C

Sheriff's Report 25-14995

REDACTED

PUBLIC RECORDS REQUEST

(Exemptions)

Date of Request: 4/7/26 ____________________

Requestor's Name (Not Required): ____________________

Address (Not Required): ____________________ Telephone: (Not Required): ____________________

Records Requested: ____________________

Pursuant to Chapter 119, Florida Statutes, the Florida Public Records Act, the above individual/entity has requested records in the custody of the Sheriff. The following information has been withheld as exempt or confidential under applicable state and federal law **(check all that apply)**:

- ____ **Home address, telephone number, Social Security number and photograph** of *active or former law enforcement personnel*, **their spouse and children.** The names of the spouses and children of active or former law enforcement personnel, and the names and locations of schools and day care facilities attended by their children - Section 119.071(4), F.S.
- ____ Bank account numbers and debit, charge, and credit card numbers - Section 119.071(5)(b), F.S.
- ____ Name, address, and phone number of reportee (911 calls only) - Section 365.171, F.S.
- ____ Home and employment address and telephone number, and personal assets of the victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence (when requested in writing by the victim) - Section 119.071(2), F.S.
- ____ **Examination questions and answer sheets** (including pre-employment polygraph reports) administered to law enforcement personnel for employment purposes - Section 119.071(1), F.S.
- ____ **All** ***medical*** **records** - Section 456.057, F.S., Chapters 381, 394 and 395, F.S., and 42 CFR, Part 2
- ____ Juvenile Criminal History Information - Section 985.04, F.S.
- ____ Any information revealing ***undercover personnel or an undercover source*** - Section 119.071(2), F.S.
- ____ Any information which is *part* of an **active *Internal Affairs investigation*** - Section 112.533, F.S.
- _X_ Any information revealing surveillance techniques or procedures or personnel. Any comprehensive inventory of state and local law enforcement resources and any comprehensive policies or plans compiled by a criminal justice agency pertaining to the mobilization, deployment, or tactical operations involved in responding to an emergency - Section 119.071(2)(d)
- ____ A photograph or video or audio recording that depicts or records the killing of a law enforcement officer or the killing of a victim of mass violence - Section 119.071(2)(p), F.S.
- ____ All records relating to pawnbroker transactions delivered to appropriate law enforcement officials - Section 539.003, F.S.
- ____ Any information which reveals the **identity of a victim of abuse** (sexual, child, elderly) - Section 119.071(2), F.S.
- ____ All Department of Children and Families' records concerning reports of child abandonment, abuse, or neglect, including reports made to the central abuse hotline and all records generated as a result of such reports, as well as all records of the Child Protection Team - Section 39.202, F.S.
- ____ All records concerning reports of abuse, neglect, or exploitation of a vulnerable adult, including reports made to the central abuse hotline, and all records generated as a result of such reports - Section 415.107, F.S.
- ____ Any records containing information pertaining to a buyer or transferee who is not found to be prohibited from receipt or transfer of a firearm by reason of Florida and federal law which records are created by the Department of Law Enforcement to conduct the criminal history record check - Sections 790.065 and 790.335, F.S.
- ____ Any information which reveals the **substance of a confession** of a person arrested - Section 119.071(2), F.S.
- ____ Any **criminal intelligence** or active **criminal investigative information** - Section 119.071(2), F.S.
- ____ All **W-4 information** and Social Security information of law enforcement personnel - 26 U.S.C. Section 6103
- ____ All **FCIC/NCIC records/information confidential** - Section 943.053(2), F.S., and PCSO/FDLE user agreement
- ____ Records identifying participants in **annuity or deferred compensation programs** - Section 112.21, F.S.
- ____ Cause of death, parents, medical and marital status sections of **death certificates** - Section 382.008(6), F.S.
- ____ Parents, marital status and medical sections of **birth certificates** - Section 382.013, F.S.
- ____ **Social Security number - Section 119.071(5), F.S.**
- ____ Personal information, including highly restricted personal information as defined in 18 U.S.C. Section 2725 - Section 119.0712(2)(b), F.S.
- ____ Non-Disclosure of names and address of **security systems owners** - Sections 119.071(3) and 281.301, F.S.
- ____ Biometric identification information including fingerprints, palm prints, footprints and friction ridge details held by this agency - Section 119.071(5)(g), F.S.
- ____ Any information which reveals the personal identifying information of witness to a murder - Sections 119.071 and 119.0714, F.S.
- _X_ Name and personal information of victims - Article 1, Section 16, Florida Constitution
- ____ Other - Statutory citation ____________________

Copies provided to requestor: ____________________

Comments: ____________________

25-14995 Supplement No ORIG

POLK COUNTY SHERIFF'S OFFICE

1891 JIM KEENE BLVD

WINTER HAVEN, FL 33880

Phone
(863)298-6200 / 1-800-226-0344
Fax

Reported Date
04/14/2025
Incident Type
LARCENY GRAND THEFT
Member#
[redacted]

Administrative Information

Agency	Report No	Supplement No	Reported Date	Reported Time
POLK COUNTY SHERIFF'S OFFICE	25-14995	ORIG	04/14/2025	09:11

CAD Call No	Status	Incident Type
251040795	Report to follow	Larceny Grand Theft

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	From Date	From Time	To Date	To Time
				01/27/2020	12:00	04/14/2025	12:00

Member#	Assignment	Entered By
[redacted]	BSI, Homeland, FRAUD UNIT	[redacted]

Assignment	RMS Transfer	Prop Trans Stat	Approving Officer
BSI, Homeland, FRAUD UNIT	Successful	Successful	5941

Approval Date	Approval Time
12/08/2025	15:59:02

# Offenses	Offense	Description	Attempted
1	812.014(2)(B)1,	Grand Theft $20,000	

Person Summary

[redacted]

Involvement	Description
EVD	Article: Other(None of the Above) OTHER Cd w/documents

POLK COUNTY SHERIFF'S OFFICE

[redacted]

Involvement	Arrest Type	Arrest Date	Arrest Time	
Arrested	Complaint Affidavit	10/23/2025	10:16:00	[redacted]

[redacted]

Charge	Counts	Level	Charge Literal
812.014(2)(B)1,	1	F2	Grand Theft $20,000

On 4-11-25, the Polk County Sheriff's was contacted in reference to assuming a fraud investigation [redacted] It was learned the new HOA President, [redacted] was reporting alleged misappropriation of funds involving a past board member, [redacted]

A subsequent interview [redacted] revealed that he took over as president in October of 2024 but has been on the board as a director for several years. [redacted] advised when he took over the president role from [redacted] [redacted] he was suspicious of spending from the HOA budget from [redacted] who at the time was operating as the community's CAM (Community Association Manager). [redacted] advised [redacted] was operating as a CAM without a license to do so. [redacted] advised [redacted] mentioned to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations, thus not meeting the statutory requirement to perform the role.

[redacted] also advised," [redacted] [redacted] paid himself to do services for the community without board knowledge or approval. He operates [redacted] in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he ([redacted] was getting a lawn care provider lawn service for a 10% 'cut' in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

[redacted] advised incidents like this date back to 2020. [redacted] advised a forensic audit was completed by [redacted]

The monthly fee for CAM increased from $1,000 to $1,500. Recorded statements with the past and current board; [redacted] (secretary/treasurer), [redacted] [redacted] (vice president), and [redacted] (President) supported that this increase was not authorized by fellow board members or a vote from the community, nor without justification for the increase. They each also advised [redacted] was operating as a CAM without a license and [redacted] made it known to all board members that he did not have a CAM license.

[redacted] was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

On 9-26-25 a post Miranda interview was conducted with [redacted] [redacted] advised he was brought on to the board in 2020 as a director. [redacted] assumed the role of secretary/treasurer in 2020/2021. [redacted] advised the new board have made allegations against him saying he is operating as a CAM without a license. [redacted] advised there was never a position of a CAM within the community and the person [redacted] previously doing this job was just operating as an Office Manager. [redacted] confirmed he did not have a CAM license. [redacted] advised the wording of the CAM title was changed to Office Manager due to the board knowing [redacted] was not a CAM and was not licensed to do this work. [redacted] advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community, compared to if he didn't have a license then he could do this same job without any issues. [redacted] advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. [redacted] confirmed he was doing the work of a CAM, but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

The suspect [redacted] benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect [redacted] violated F.S.S 812.014(2)(B)1 Grand Theft.

[redacted]

POLK COUNTY SHERIFF'S OFFICE

[redacted]

Prop #	Involvement	Invl Date	In Custody?	Security	Tag No	Item No
1	Evidence	04/14/2025	Yes	No	250019945	1

Description	Typ
Cd w/documents	A

Cat	Article	Rcv Date	Rcv Time
Other(None of the Above)	Other (none of the above)	10/23/2025	14:55

Recv Value	Initial Dispo	Entered Date	Entered Time	RMS Transfer
$0.00	Hold For Trial	10/23/2025	14:55	Successful

Control
[redacted] 1023251456

[redacted]

Modus Operandi

Method of Entry	Point of Entry	Entry Location	Premise Type	Theft Type	Crime Code(s)
Unknown	Unknown	Unknown	[redacted]	Other	Larceny Grand Theft

Narrative

Involved Persons:

[redacted]

POLK COUNTY SHERIFF'S OFFICE

Narrative

Investigation:

4-11-2025 [redacted]

Contact was made with the reportee [redacted] who is the President [redacted] advised he took over as president in October of 2024 but has been on the board as a director for several years. [redacted] advised when he took over the president role from [redacted] he was suspicious of spending from the HOA budget from [redacted] who at the time was operating as the community's CAM (Community Association Manager). [redacted] advised [redacted] was operating as a CAM without a license to do so. [redacted] advised [redacted] mention to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations.

[redacted] advised also advised the following '[redacted] paid himself to do services for the community without board knowledge or approval. He operates [redacted] in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he [redacted] was getting a lawn care provider lawn service for a 10% "cut" in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

The HOA financial documents do not add up and many receipts/invoices are simply not being shared by [redacted] to validate the funds for the HOA. In addition, [redacted] gave himself a $600 annual raise in 2024, without board knowledge or approval.

[redacted] advised incidents like this date back to 2020. [redacted] advised a forensic audit was completed by [redacted] I was provided a copy of this forensic audit which has been attached to this report.

4-22-2025 [redacted]:

Contact was made with the forensic auditor [redacted] who was hired by [redacted] to investigate the financial documents for the HOA.

The following is a summary of the audit, for the full documentation please refer to the complete copy:

[redacted] received funds from the HOA account:
2020- $21,322.14
2021- $18,655.91
2022- $23,705.71
2023- $36,700.18
2024- $30,403.98
Total: $130,787.92

Of the total $130,787.92 paid to [redacted] was able to match $97,012.77 in payments to invoices from [redacted] leaving the remaining $33,775.15 in payments as having no invoices to support the charges.

General Office and Bookkeeping. In 2022 the monthly fee for this service increased by $400, from $1,000 to $1,400. It is my understanding this increase was not approved by the BOD (Board of Directors).
In mid-2023 the monthly fee increased by $100, from $1,400 to $1,500. It is my understanding this increase was not approved by the BOD.

[redacted] was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

Of the $130,787.92 paid to [redacted] from 2020 through 2024, the following amounts, totaling $39,050, were unapproved by the BOD:
$16,900 - Increases in General Office & Bookkeeping Fees Not Approved by BOD
$12,150 -Pool Maintenance Services based on Misrepresentations to BOD
$5,925 - Cleanup Services Not Ratified by the Full BOD
$317 - Bank Expenses Not Approved by BOD
$4,388 - Clerical and Handyman Labor Fees Not Approved by BOD

POLK COUNTY SHERIFF'S OFFICE

Narrative

8-27-2025:

[redacted]:
Contact was made with [redacted] who advised he served on the BOA from approximately April 2024 to January 2025. When he arrived on the board he requested access to the HOA bank account from [redacted] advised when he gained access he noticed unapproved transactions done by [redacted] in regards to maintenance around the community done by [redacted] advised the work that was being billed to community was being completed but it was being initiated without board approval. [redacted] advised after [redacted] was advised to no longer complete any work without board approval he stopped.

[redacted]
Contact was then made with [redacted] the former President of the HOA. [redacted] advised he was unsure of when he started on the board but served as the president in 2024 up until [redacted] took over in October of 2024. [redacted] advised [redacted] was serving as the community's CAM/Office manager, but was also under the impression [redacted] was the Secretary/treasurer due to him being the only one with access to the community's bank account. [redacted] had these positons prior to [redacted] joining the board. [redacted] advised when [redacted] and he joined the board, [redacted] took a step down from the board and only dealt with CAM duties of the community. [redacted] advised when he came on to the board it appeared that there was unapproved spending of the HOA's money by [redacted] this was done though [redacted] advised this was all done without board approval. [redacted] advised the jobs were getting done in the community so no one ever really looked at this as an issue. [redacted] advised that [redacted] did not have a contract with the HOA but at no point was the board able to decide on a vote to release [redacted] from his duties as a CAM. [redacted] advised the HOA raised its yearly dues to $500 from $450. [redacted] advised [redacted] then gave himself a raise without board approval for the CAM work. [redacted] advised [redacted] was now being paid approximately $1500 a month for the CAM work.

[redacted]:
Contact was made with [redacted] advised he was president of the HOA from 2007 to late 2023 early 2024. [redacted] advised he was aware of the current investigation in regards to [redacted] withholding information in regards to the budget and not doing his job. [redacted] advised [redacted] was operating as the CAM once he took over for the previous CAM who was contracted by the HOA. [redacted] advised the CAM position is not a board appointed position and is a contracted position within the HOA. [redacted] was initially brought in as a board member (secretary/treasurer). [redacted] advised [redacted] came to him one day and advised the work as a secretary/treasurer was too much and he would much rather start a business and become the CAM to which [redacted] agreed and let [redacted] become the CAM. [redacted] advised there was no vote for [redacted] to become CAM because at the time it was him and [redacted] who were on the board. So they did not have enough members to qualify for a vote. [redacted] advised [redacted] was supposed to also give up his position on the board as this was a conflict of interest being CAM and a board member but he did not and remained on the board because no one else wanted to be a board member at the time.

[redacted] also advised he did approve [redacted] to do work around the pool because the previous pool person retired so [redacted] lived close by and was able to tend to it. It appears at the time the majority of the work being completed was approved by [redacted] due to a "Ghost board" which was comprised of [redacted] advised for anything $500 and above there needed to be board approval. [redacted] advised if every job needed board approval then nothing would get done. [redacted] advised [redacted] was supposed to type up his own contract for the CAM work and send to [redacted] for approval but this was never done. [redacted] advised he also never approved any pay raise for the CAM position.

According to the CCR's, by laws, and Articles of Incorporation provided to me during this investigation. There does not appear to be any indication that if you intend to spend said amount of money, then a vote is required for this expenditure to be approved by the BOD prior to completing said transaction. While speaking with each BOD member it was determined that if the cost of job was more than $500 then this would require a board vote.

[redacted]
On 9-26-25 a post Miranda interview was conducted with [redacted] advised he was brought on to the board in 2020 as a director. [redacted] assumed the role of secretary/treasurer in 2020/2021. This board was with [redacted] advised the

POLK COUNTY SHERIFF'S OFFICE

Narrative

community has been messed up for a while now and nothing has ever been done by the books. [redacted] advised the new board have made allegations against him saying he is operating as a CAM without a license. [redacted] advised there was never a position of a CAM within the community and the person [redacted] previously doing this job was just operating as an Office Manager. [redacted] confirmed he did not have a CAM license and advised he followed in the footsteps of the previous CAM once he left that role and did not get his own CAM license. [redacted] advised the wording of the CAM title was changed to Office Manager due to the board knowing [redacted] was not a CAM and was not licensed to do this work. [redacted] advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community compared to if he didn't have a license then he could do this same job without any issues. [redacted] advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. [redacted] confirmed he was doing the work of a CAM but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

[redacted]

The suspect [redacted] [redacted] benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect [redacted] [redacted] violated F.S.S 812.014(2)(B)1 Grand Theft.

A complaint affidavit was completed and forwarded to the State Attorney's Office.

Investigative Costs:
One detective for 20 hours

Case Status:
Closed - Complaint affidavit

I swear or affirm this report is correct and true to the best of my knowledge and belief.

(This report has been electronically signed.)

[redacted] - [redacted] 10/27/2025

Signature of Deputy/Agency Member Date

Sworn before me this 27th day of October, 2025.

[redacted]

Notary/Law Enforcement Officer

-

Commission Number/Expiration

Report Officer	Printed At	
[redacted]	03/11/2026 11:27	Page 7 of 7

POLK COUNTY SHERIFF'S OFFICE

25-14995

Supplement No
0001

1891 JIM KEENE BLVD

WINTER HAVEN, FL 33880

Phone
(863)298-6200 / 1-800-226-0344
Fax

Reported Date
01/20/2026
Incident Type
LARCENY GRAND THEFT
Member#
[redacted]

Administrative Information

Agency	Report No	Supplement No	Reported Date	Reported Time
POLK COUNTY SHERIFF'S OFFICE	25-14995	0001	01/20/2026	15:43

CAD Call No	Status	Incident Type
251040795	Report to follow	Larceny Grand Theft

[redacted] [redacted]

[redacted]	[redacted]	[redacted]	[redacted]	From Date	From Time	To Date	To Time
				01/27/2020	12:00	04/14/2025	12:00

Member#	Assignment	Entered By
[redacted]	BSI, Homeland, FRAUD UNIT	[redacted]

Assignment	RMS Transfer	Prop Trans Stat
BSI, Homeland, FRAUD UNIT	Supplement Transfer Complete	Successful

Approving Officer	Approval Date	Approval Time
5941	01/29/2026	22:24:10

Summary Narrative

[redacted]

Involvement	Arrest Type	Arrest Date	Arrest Time	[redacted]
Arrested	Complaint Affidavit	10/23/2025	10:16:00	

[redacted] [redacted]

Charge	Counts	Level	Charge Literal
468.437	1	M2	Viol.Community Assoc

On 4-11-25, the Polk County Sheriff's was contacted in reference to assuming a fraud investigation [redacted] It was learned the new HOA President, [redacted] was reporting alleged misappropriation of funds involving a past board member, [redacted]

A subsequent interview [redacted] revealed that he took over as president in October of 2024 but has been on the board as a director for several years. [redacted] advised when he took over the president role from [redacted] he was suspicious of spending from the HOA budget from [redacted] who at the time was operating as the community's CAM (Community Association Manager). [redacted] advised [redacted] was operating as a CAM without a license to do so. [redacted] advised [redacted] mentioned to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations, thus not meeting the statutory requirement to perform the role.

[redacted] also advised," [redacted] paid himself to do services for the community without board knowledge or approval. He operates [redacted] in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he [redacted] was getting a lawn care provider lawn service for a 10% 'cut' in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

[redacted] advised incidents like this date back to 2020. [redacted] advised a forensic audit was completed by [redacted]

The monthly fee for CAM increased from $1,000 to $1,500. Recorded statements with the past and current board; [redacted] (secretary/treasurer), [redacted] (vice president), and [redacted] (President) supported that this increase was not authorized by fellow board members or a vote from the community, nor without justification for the increase. They each also advised [redacted] was operating as a CAM without a license and [redacted] made it known to all board members that he did not have a CAM license.

[redacted] was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

On 9-26-25 a post Miranda interview was conducted with [redacted] advised he was brought on to the board in 2020 as a director. [redacted] assumed the role of secretary/treasurer in 2020/2021. [redacted] advised the new board have made allegations against him saying he is operating as a CAM without a license. [redacted] advised there was never a position of a CAM within the community and the person [redacted] previously doing this job was just operating as an Office Manager. [redacted] confirmed he did not have a CAM license. [redacted] advised the wording of the CAM title was changed to Office Manager due to the board knowing [redacted] was not a CAM and was not licensed to do this work. [redacted] advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community, compared to if he didn't have a license then he could do this same job without any issues. [redacted] advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. [redacted] confirmed he was doing the work of a CAM, but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

The suspect [redacted] benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect [redacted] violated F.S.S 468.437 Violation of Community Association Managment Regulation.

[redacted]

Modus Operandi

Method of Entry	Point of Entry	Entry Location	Premise Type	Theft Type	Crime Code(s)
Unknown	Unknown	Unknown	[redacted]	Other	Larceny Grand Theft

Narrative

Involved Persons:

[redacted]

[redacted]

POLK COUNTY SHERIFF'S OFFICE

Narrative

[redacted]

[redacted]

Investigation:
4-11-2025 [redacted]
Contact was made with the reportee [redacted] who is the President [redacted]. [redacted] advised he took over as president in October of 2024 but has been on the board as a director for several years. [redacted] advised when he took over the president role from [redacted] he was suspicious of spending from the HOA budget from [redacted] who at the time was operating as the community's CAM (Community Association Manager). [redacted] advised [redacted] was operating as a CAM without a license to do so. [redacted] advised [redacted] mention to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations.

[redacted] advised also advised the following '[redacted] paid himself to do services for the community without board knowledge or approval. He operates [redacted] in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he ([redacted] was getting a lawn care provider lawn service for a 10% "cut" in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

The HOA financial documents do not add up and many receipts/invoices are simply not being shared by [redacted] to validate the funds for the HOA. In addition, [redacted] gave himself a $600 annual raise in 2024, without board knowledge or approval.

[redacted] advised incidents like this date back to 2020. [redacted] advised a forensic audit was completed by [redacted] I was provided a copy of this forensic audit which has been attached to this report.

4-22-2025 [redacted]:
Contact was made with the forensic auditor [redacted] who was hired by [redacted] to investigate the financial documents for the HOA.

The following is a summary of the audit, for the full documentation please refer to the complete copy:

[redacted] Basset received funds from the HOA account:
2020- $21,322.14
2021- $18,655.91
2022- $23,705.71
2023- $36,700.18
2024- $30,403.98
Total: $130,787.92

Of the total $130,787.92 paid to [redacted] was able to match $97,012.77 in payments to invoices from [redacted] leaving the remaining $33,775.15 in payments as having no invoices to support the charges.

General Office and Bookkeeping. In 2022 the monthly fee for this service increased by $400, from $1,000 to $1,400. It is my understanding this increase was not approved by the BOD (Board of Directors).
In mid-2023 the monthly fee increased by $100, from $1,400 to $1,500. It is my understanding this increase was not approved by the BOD.

[redacted] was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was

POLK COUNTY SHERIFF'S OFFICE

Narrative

$76,900, a difference of $16,900.

Of the $130,787.92 paid to [redacted] from 2020 through 2024, the following amounts, totaling $39,050, were unapproved by the BOD:
$16,900 - Increases in General Office & Bookkeeping Fees Not Approved by BOD
$12,150 -Pool Maintenance Services based on Misrepresentations to BOD
$5,925 - Cleanup Services Not Ratified by the Full BOD
$317 - Bank Expenses Not Approved by BOD
$4,388 - Clerical and Handyman Labor Fees Not Approved by BOD

8-27-2025:

[redacted]
Contact was made with [redacted] (Secretary/treasurer) who advised he served on the BOA from approximately April 2024 to January 2025. When he arrived on the board he requested access to the HOA bank account from [redacted] advised when he gained access he noticed unapproved transactions done by [redacted] in regards to maintenance around the community done by [redacted] advised the work that was being billed to community was being completed but it was being initiated without board approval. [redacted] advised after [redacted] was advised to no longer complete any work without board approval he stopped.

[redacted]
Contact was then made with [redacted] the former President of the HOA. [redacted] advised he was unsure of when he started on the board but served as the president in 2024 up until [redacted] took over in October of 2024. [redacted] advised [redacted] was serving as the community's CAM/Office manager, but was also under the impression [redacted] was the Secretary/treasurer due to him being the only one with access to the community's bank account. [redacted] had these positons prior to [redacted] joining the board. [redacted] advised when [redacted] and he joined the board, [redacted] took a step down from the board and only dealt with CAM duties of the community. [redacted] advised when he came on to the board it appeared that there was unapproved spending of the HOA's money by [redacted] this was done though [redacted] advised this was all done without board approval. [redacted] advised the jobs were getting done in the community so no one ever really looked at this as an issue. [redacted] advised that [redacted] did not have a contract with the HOA but at no point was the board able to decide on a vote to release [redacted] from his duties as a CAM. [redacted] advised the HOA raised its yearly dues to $500 from $450. [redacted] advised [redacted] then gave himself a raise without board approval for the CAM work. [redacted] advised [redacted] was now being paid approximately $1500 a month for the CAM work.

[redacted]:
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[redacted] also advised he did approve [redacted] to do work around the pool because the previous pool person retired so [redacted] lived close by and was able to tend to it. It appears at the time the majority of the work being completed was approved by [redacted] due to a "Ghost board" which was comprised of [redacted] advised for anything $500 and above there needed to be board approval. [redacted] advised if every job needed board approval then nothing would get done. [redacted] advised [redacted] was supposed to type up his own contract for the CAM work and send to [redacted] for approval but this was never done. [redacted] advised he also never approved any pay raise for the CAM position.

POLK COUNTY SHERIFF'S OFFICE

Narrative

According to the CCR's, by laws, and Articles of Incorporation provided to me during this investigation. There does not appear to be any indication that if you intend to spend said amount of money, then a vote is required for this expenditure to be approved by the BOD prior to completing said transaction. While speaking with each BOD member it was determined that if the cost of job was more than $500 then this would require a board vote.

[redacted]

On 9-26-25 a post Miranda interview was conducted with [redacted] advised he was brought on to the board in 2020 as a director. [redacted] assumed the role of secretary/treasurer in 2020/2021. This board was with [redacted] advised the community has been messed up for a while now and nothing has ever been done by the books. [redacted] advised the new board have made allegations against him saying he is operating as a CAM without a license. [redacted] advised there was never a position of a CAM within the community and the person [redacted] previously doing this job was just operating as an Office Manager. [redacted] confirmed he did not have a CAM license and advised he followed in the footsteps of the previous CAM once he left that role and did not get his own CAM license. [redacted] advised the wording of the CAM title was changed to Office Manager due to the board knowing [redacted] was not a CAM and was not licensed to do this work. [redacted] advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community compared to if he didn't have a license then he could do this same job without any issues. [redacted] advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. [redacted] confirmed he was doing the work of a CAM but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

[redacted].

The suspect [redacted] benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect [redacted] violated F.S.S 812.014(2)(B)1 Grand Theft and F.S.S 468.437 Violation of Community Association Managment Regulation.

A complaint affidavit was completed and forwarded to the State Attorney's Office.

Investigative Costs:
One detective for 20 hours

Case Status:
Closed - Complaint affidavit

POLK COUNTY SHERIFF'S OFFICE

I swear or affirm this report is correct and true to the best of my knowledge and belief.

(This report has been electronically signed.)

[redacted] - [redacted] 01/28/2026

Signature of Deputy/Agency Member Date

Sworn before me this 28th day of January, 2026.

[redacted]

Notary/Law Enforcement Officer

-

Commission Number/Expiration

EXHIBIT D

HOA Demand/warning correspondence

This message string is between the Forest at Ridgewood HOA BOD (Dave White, David Walker, Tim Najour) and its Office Manager (Larry Bassett). The private email addresses of the Directors have been redacted.

--------- Forwarded message --------
From: <Office@foresthoa.org>
Date: Sat, Mar 30, 2024, 8:33 PM
Subject: RE: Board follow up requests
To: David White <[redacted]
Cc: <d[redacted]>, Tim <[redacted]

Hello Dave,

Not sure of the best way to respond to so many items in one email, but I will try to make the responses understandable by copying and pasting as best I can. If anything is unclear, let me know and I will clarify as needed.

Item 1

As discussed yesterday morning in my driveway, can you send the following to all board members:

1. A list of the house addresses that are overdue on their dues and how many years they have not paid

2. The historical information on 411 Boxwood drive, (the house next to the pool & community center) along with the information you received from your lawyer regarding next steps and actions and what the status change was so we can all be on the same page and decide how to proceed forward.

Answer 1

This will take some time and I will send it in a day or two.

Item 2

In addition to the above, can you send, or add to the OneDrive share, the last 6 months of HOA bank statements so we can see the balances and transfers for our HOA dues & collection. Just want to make sure we have all the information available to review.

Answer 2

Done, (I did the insurance yesterday, can somebody confirm that it is there, please?)

Item 3

We would also like to have Tim Najour set up as a secondary signer on the account. It sounds like back in the day this is how the finances were set up, so the intent is to get us back to that state.

Answer 3

Tim and I, need to go to Chase Bank and add him to the account. Or... we can close the account at Chase and Tim can open a new one at SouthState or a bank closer to the community. I would suggest that you decide the best strategy for moving the reserve account into an interest producing account first, as it may affect the "where" you want to go with it all. FYI: To the best of my memory, it was never two party signatory checks... when we terminated Hugh Bynum & Associates as the management company, Mike Stump was the treasurer, he and I had to take all of the HOA documents to Mid Florida Credit Union and add Mike to the accounts to retain control of the funds. A while later, it was decided to close the accounts at Mid Florida and move the accounts to Chase Bank, due to its superior online capabilities. Bank records are online... (for all banks)

Item 4

We also need a contract with our pest & weed service - if we do not have one and they come down and overspray chemical and everything dies, we would be out if there is no contract. This seems like something they should be able to provide.

Answer 4

Will copy everyone when I make the request.

Item 5

Can you also work on contracts for everything included in the LTS contracted work - ie: pool services, cleaning, website and the management company?

Answer 5

Will do.

Item 6

And lastly, for all future expenditures, the board would like to be notified and respond before any spending is performed outside of the approved list below.

Answer 6

OK.

Item 7

Approved List of services that can continue payment:

All utilities:

- Duke
- Spectrum

- Polk County water/sewer

-Homeworks lawn service ($350/monthly)

-Robins pest control ($75/bi-monthly)

LTS:

- Office duties ($1500/month)
- Pool services ($675/month)
- Pool facilities cleaning ($250/month)
- Website ($30/month)
- Phone line ($25/month)

Answer 7

Understood.

Item 8

Payments to, but not limited to, the below, need board approval before payment are:

- Any distressed work on property
- Additional cleaning services at the pool outside of the $250/month
- Power washing services
- Contracted services
- Weed & insect charges outside of Robins pest $75/bimonthly
- Hedge charges outside of Homeworks $350/monthly
- Asphalt & Concrete patching

Answer 8

Still Understood.

"Several of these charges from 2023 only occurred once maybe twice during the year. Now that we have a full & attentive board, we should have plenty of time for the Board to weigh in on spending"

OK.

Item 9

There are also a couple of items that we could use some detail with:

- various cleaning supplies

- can we get more detail on this?

- what are these and why are they not included in the monthly service charge?

Answer 9

Without specific dates, I can only say that toilet paper, paper towels, and the deodorizers used in the restrooms are not cleaning supplies. I believe that I have charged for bleach when we wipe down the outside furniture a couple of times a year, but that service was not included in the cleaning when it was done by the company (Theresa) before.

Item 10

Estoppel Prep fee - There are various charges here for 299, 463.50, 150, outside of the normal charges of $100 - but all listed as estoppel.

-After the conversation at Thursday's meeting, Dave Walker had asked about being charged estoppel fees, and recalls you had said no.

-Can we account for these fees?

- Are these reimbursable from the purchaser after the sale of the proper?

- Where in the budget can we see this reimbursement?

Answer 10

The estoppel law regarding our requirements can be found here: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0720/Sections/0720.30851.html The amounts can vary due to different situations, but the numbers that you are asking about are probably including other items. Anything received from the title company following the sale of a property... is to pay for a specific debt owed that I would have listed on the estoppel form, plus the estoppel fee... and are always taken from the sellers proceeds AT the closing of the sale.

ITEM 11

Website

Can you elaborate on the charge for $206.04 listed under Web Svc (06/04/2023) - the description was only LTS and was outside of the $30/monthly payment schedule Item 1: Website- Can you elaborate on the charge for $206.04 listed under Web Svc (06/04/2023) - the description was only LTS and was outside of the $30/monthly payment schedule

Response 11

This was for the removal and spraying of weeds from the pool pump area and playground. It was incorrectly coded to the wrong account in Quickbooks. I have reapplied it correctly to acct #6030 "Insect & Weed". A copy of the invoice is attached.

Respectfully,
Larry Bassett

Office Manager

The FOREST at RIDGEWOOD HOA

318 Boxwood Dr

Davenport, FL 33837-5500

+1 (863) 695-0050

Send Email

On the Web

From: David White [redacted]
Sent: Saturday, March 30, 2024 12:09 PM
To: Forest HOA <Office@foresthoa.org>
Cc: [redacted]; Tim [redacted]
Subject: Board follow up requests

Hey Larry,

As discussed yesterday morning in my driveway, can you send the following to all board members:

1. A list of the house addresses that are overdue on their dues and how many years they have not paid

2. The historical information on 411 Boxwood drive, (the house next to the pool & community center) along with the information you received from your lawyer regarding next steps and actions and what the status change was so we can all be on the same page and decide how to proceed forward.

In addition to the above, can you send, or add to the OneDrive share, the last 6 months of HOA bank statements so we can see the balances and transfers for our HOA dues & collection. Just want to make sure we have all the information available to review.

We would also like to have Tim Najour set up as a secondary signer on the account. It sounds like back in the day this is how the finances were set up, so the intent is to get us back to that state.

We also need a contract with our pest & weed service - if we do not have one and they come down and overspray chemical and everything dies, we would be out if there is no contract. This seems like something they should be able to provide.

Can you also work on contracts for everything included in the LTS contracted work - ie: pool services, cleaning, website and the management company?

And lastly, for all future expenditures, the board would like to be notified and respond before any spending is performed outside of the approved list below.

Approved List of services that can continue payment:

All utilities:

- Duke
- Spectrum
- Polk County water/sewer

Homeworks lawn service ($350/monthly)

Robins pest control ($75/bi-monthly)

LTS:

- Office duties ($1500/month)

- Pool services ($675/month)

- Pool facilities cleaning ($250/month)

- Website ($30/month)

- Can you elaborate on the charge for $206.04 listed under Web Svc (06/04/2023) - the description was only LTS

- Phone line ($25/month)

- This was brought up that Spectrum offers this for free with our current internet package for the clubhouse - can you look into this and get back to us on the status.

Payments, not limited to but including, that needs to stop and get future board approval for are:

- Any distressed work on property
- Additional cleaning services at the pool outside of the $250/month
- Power washing services
- Contracted services
- Weed & insect charges outside of Robins pest $75/bimonthly
- Hedge charges outside of Homeworks $350/monthly
- Asphalt & Concrete patching

Several of these charges from 2023 only occurred once maybe twice during the year. Now that we have a full & attentive board, we should have plenty of time for the Board to weigh in on spending.

There are also a couple of items that we could use some detail with:

- various cleaning supplies
- can we get more detail on this?
- what are these and why are they not included in the monthly service charge?
- Estoppel Prep fee - There are various charges here for 299, 463.50, 150, outside of the normal charges of $100 - but all listed as estoppel.

-After the conversation at Thursday's meeting, Dave Walker had asked about being charged estoppel fees, and recalls you had said no.

- Can we account for these fees?

- Are these reimbursable from the purchaser after the sale of the proper?

    - Where in the budget can we see this reimbursement?

- Website

    - Can you elaborate on the charge for $206.04 listed under Web Svc (06/04/2023) - the description was only LTS and was outside of the $30/monthly payment schedule

Thank you,

- David White

EXHIBIT E

Financial damage documentation

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,

Petitioner,

v.

Case No. 2024-070958
CAM Services

LARRY BASSETT,

Respondent.

_______________________________________/

SETTLEMENT AGREEMENT

The Department of Business and Professional Regulation ("Department") and Larry Bassett ("Respondent") hereby agree to the following Settlement Agreement and to the entry of a Final Order incorporating this Settlement Agreement as the final resolution of these matters.

STIPULATED FACTS

1. At all times material herein, Respondent provided community association management ("CAM") services but did not have a CAM license issued by the Department.

2. Upon receiving a complaint from a member of The Forest at Ridgewood Homeowners' Association, Inc., the Department opened an investigation into whether Respondent violated section 468.432(1), Florida Statutes. A true and correct copy of the Department's investigation report is attached hereto and incorporated by reference as Exhibit "A."

3. Respondent does not dispute the factual allegations of Exhibit "A" regarding section 468.432(1), Florida Statutes.

STIPULATED CONCLUSIONS OF LAW

4. Respondent admits that the Department is the state agency with jurisdiction over the practice of community association management services pursuant to section 20.165, Florida Statutes, and Chapters 455 and 468, Florida Statutes.

5. Respondent admits that the facts set forth in Exhibit "A," if proven, constitute a violation of section 468.432(1), Florida Statutes, which prohibits individuals from managing or holding themselves "out to the public as being able to manage a community association...unless [they are] licensed by the department."

6. Respondent understands that the Department's acceptance of this Settlement Agreement is disciplinary action within the meaning of Chapters 455 and 468, Florida Statutes.

<u>STIPULATED DISPOSITION</u>

7. ADMINISTRATIVE FINES: Respondent shall pay a fine in the amount of $3,270.00 to the Department.

8. INVESTIGATION COSTS: Respondent shall pay investigative costs in amount of $230.69 to the Department.

9. METHOD OF PAYMENT: The payments described above total $3,500.69, and they shall be paid within 270 days of the Department's filing of its Final Order adopting this Settlement Agreement with its Agency Clerk. All payments made pursuant to this paragraph shall be in the form of a cashier's or certified check made payable to the Department of Business and Professional Regulation and mailed directly to the <u>Department of Business and Professional Regulation, Revenue Unit, 2601 Blair Stone Road, Tallahassee, Florida 32399</u>. **Your case number(s) must be clearly referenced when making payment.**

10. Respondent agrees to waive demand, notice of non-payment, and protest, and should a suit be brought for the collection of the outstanding balance of the fine, default interest, and costs, of this Settlement Agreement that has to be collected upon demand of an attorney, Respondent shall be liable to pay court costs and a reasonable attorney's fee for such collection.

11. It is expressly understood that a violation of the provisions of this Settlement Agreement shall be considered a violation of Chapter 455, Florida Statutes, for which disciplinary action may be initiated.

12. This Settlement Agreement is to be construed and enforced according to the laws of the State of Florida and venue for any legal action related to this Settlement Agreement is agreed by Respondent to be in Leon County, Florida. The Department, though, will not oppose a request from Respondent to appear remotely.

13. It is expressly understood that this Settlement Agreement is subject to the approval of the Department. In this regard, the foregoing paragraphs of the Stipulated Facts, Stipulated Conclusions of Law, and Stipulated Disposition shall have no force and effect unless a Final Order incorporating the terms of this Settlement Agreement is entered herein.

14. If Settlement Agreement is rejected, no statement made in furtherance of this agreement by either party may be used as evidence in any subsequent proceeding herein.

15. Upon the filing of a Final Order adopting this Settlement Agreement, Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Stipulation of Facts, Conclusions of Law, the Stipulated Disposition, and the Final Order incorporating said Settlement Agreement, or any part thereof.

16. Upon the adoption of this Settlement Agreement, the parties hereby agree that each party will bear their own attorney's fees and costs, except for investigative costs, resulting from the prosecution and/or defense of this proceeding. The parties waive the right to seek any attorney's fees or costs in connection with this disciplinary proceeding.

17. This Settlement Agreement is executed by Respondent for the purpose of avoiding further administrative action with respect to this cause. Therefore, in order to expedite departmental proceedings, Respondent waives the finding of probable cause and authorizes the agency hearing officer and/or Secretary of the agency to review and examine all investigative file materials concerning Respondent, prior to or in conjunction with, consideration of the Settlement Agreement. Should this Settlement Agreement not be accepted, it is agreed that consideration of this Settlement Agreement and other documents and matters shall not unfairly or illegally prejudice the agency hearing officer and/or Secretary of the agency from further participation, consideration, or resolution of these proceedings.

18. This Settlement Agreement may be signed in counterparts, and facsimile copies shall be treated as original.

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

SIGNED on December 16th, 2025.

Larry Bassett

By: Larry Bassett

APPROVED on ____________________, 2025.

By: /s/ *James Stavola, Esq.*
James Stavola, Esq. (Florida Bar No. 1054670)
Office of the General Counsel – CTMH Division
Department of Business & Professional Regulation
2601 Blair Stone Road, Tallahassee, Florida 32399
(850) 488-0062; James.Stavola@myfloridalicense.com

EXHIBIT “A”

Department of Business and Professional Regulation
INVESTIGATIVE REPORT

Office: Tampa	Date of Complaint: 12/13/2024	Case Number: 2024-070958

Subject:	Complainant:
Larry Bassett D/B/A LTS Worldwide Inc. 318 Boxwood Dr. Davenport, FL 33837 Ph: (407) 519-1193 Email: Larry@LTS.world DOB: 07/20/1955	David Lee Walker [redacted] Tampa, FL 33612 Phone: [redacted] Email: [redacted]

Prefix:	License:	Profession:	Board:	Report Date:
	Unlicensed	**Community Association Manager**	CAM	3/17/2025

Period of Investigation: 02/06/2025 – 03/17/2025	Type of Report: Final

Alleged Violation: FS 468.432(1) – (1) A person shall not manage or hold herself or himself out to the public as being able to manage a community association in this state unless she or he is licensed by the department in accordance with the provisions of this part.

Synopsis:

1. This investigation was initiated in response to a complaint by David Lee Walker alleging Larry Bassett DBA LTS Worldwide Inc was acting as a CAM without the proper license. **(Exhibit 1)**

2. On 02/27/2025, a Subject Notification Letter along with all evidence pertaining to the complaint were sent to the Subject via certified mail. On 03/20/2025 a Cease and Desist was sent via certified mail. **(Exhibit 2)**

3. DBPR records show no CAM license for Larry Bassett DBA LTS Worldwide Inc. A certificate of non-licensure was issued. The Division of Corporations shows an active status for LTS Worldwide Inc with Larry Bassett listed as registered agent. **(Exhibit 3)**

4. Subject did not indicate representation by counsel.

Related Cases: 2025-005746 (CILB)	Prior Cases: None
Investigator / Date: 03/17/2025 [signature] **Laura Garcia - Investigator**	**Approved By / Date: 03/27/2025** MPDunklin **Matthew Dunklin – Investigator Supervisor**

Distribution: *Headquarters – Division of Regulation / SAO 10*

5. INVESTIGATIVE REPORT:

- On December 13th, 2024, DBPR received a complaint from David Lee Walker alleging Larry Bassett DBA LTS Worldwide Inc is operating as the community's CAM without being licensed as well as the community's maintenance/pool company. Complainant provided invoice which includes the purchase of a replacement skimmer for $38.52 and includes in the heading the company LTS Property Services as providing "Management, Repair and Maintenance." **(Exhibit 1)**

- Division of Corporations search reveals LTS Worldwide Inc. is an active business name first filed on or about 08/31/2015 and Larry Bassett is listed as a registered agent. DBPR licensure records do not show CAM licensure with the State of Florida for Larry Bassett DBA LTS Worldwide Inc. A Certificate of Non-Licensure is provided. **(Exhibit 3)**

- On February 27th, 2025, a subject notification letter and a complete copy of the complaint were sent to the Subject via certified mail and delivered on 03/06/2025. On 03/20/2024, a Cease and Desist was sent via certified mail and delivered on 03/22/2025. **(Exhibit 2)**

- Uploaded with the complaint is a copy of The Forest at Ridgewood HOA bank statements for the year 2024. Complainant claims the $2,480 paid to the Subject monthly is broken down as follows: $1,500 for community/office management, $675 for pool maintenance/cleaning, $250 for janitorial services and $55 for web/phone line fees. **(Exhibit 5)**

- Uploaded with the complaint are screenshots of the Subject's company website (https://lts.world/). On the company website Subject presents himself as "your local handyman service within Ridgewood Lakes (FL) community...whether you need assistance with minor or major repairs, our team is here to help you every step of the way." Under "handyman repairs" the website advertises "help with painting, plumbing, electrical work or general repairs, we have the expertise and experience to get the job done right." Also included are screenshots of the HOA website (www.theforesthoa.org/) in which the Subject's company (LTS) is stated "manages the day to day office and managerial functions for our community." **(Exhibit 6)**

- Uploaded with the complaint is a copy of an email from the Subject regarding the annual expenses. In the email, the Subject's signature present's himself as the Office Manager for The Forest at Ridgewood. **(Exhibit 7)**

- Uploaded with the complaint is a copy of the First Amendment and Restating of the By-Laws signed by Subject acting as Secretary and Director for The Forest at Ridgewood Homeowner's Association, Inc on 06/19/2019. **(Exhibit 8)**

- Uploaded with the complaint is the Subject's response. Subject essentially states; he was not aware his actions were in violation of CAM licensing regulations. Everything he has done while an active board member was done at the request of and with permission from other board members at the time. Subject claims the same is true since he stepped down from the board. Subject provides a timeline (see attached) of how the board functioned before he became involved. Subject claims he was following in the footsteps of Hugh Bynum operating as Bynum & Associates, a fellow owner in the community who was the Board Treasurer for years as well as the Agent of Record for the corporation. In September of 2019 the board received complaints regarding Mr. Bynum and the board decided to terminate his services. In November of 2019, LTS Worldwide (Subject's Company) took over for Mr. Bynum with the unanimous support of the 5 - member board at the time. Subject claims discussion were held regarding whether a CAM license was required and the board collectively said no, because the community was board managed. The Subject was to handle communications, pay the bills and send out notices when the board requested it done. Subject states he was appointed as the Secretary/Treasurer from January 2020 to January 2024, so it was appropriate for him to be involved with the budget process. In May 2022, Subject retired from the board and continued to manage the office for the community. In November of 2024, Subject was advised his company would no longer be providing the office support for the community.

Subject claims the board was consulted regarding anything that was not a clerical or bookkeeping function. Subject believes the problem the board is having today is because the new board members have little to no experience with HOAs. Subject claims the new board has not held meetings as required and believes they do not understand they are the ones that have to maintain the community. Subject claims he did not become involved with the board for personal gain and the timeline is to show he was pushed into the roles vacated by Mr. Bynum. Subject says he did what was asked to do by the directors and assisted residents when they needed help. Subject states during the duration of his involvement with the board he was never given a contract of his duties, he simply "handled" the day to day office needs and at no time did he make management decisions regarding anything substantial. He answered phone calls and emails and directed people to the appropriate documents when they had questions. As for the financial responsibilities, upon the termination of Hugh Bynum & Associates the Subject and Mike Stump closed the existing accounts under Mr. Bynum and transferred them to Chase Bank. Mike Stump later stepped down from the board due to medical issues and passed away shortly after. Subject states he merely continued the setup that had been in place for many years with no problem and any violation is a total misunderstanding. Subject thanks the department for taking the time to explain what he did wrong and says he has closed the business entirely and currently has no business ties with the HOA. Subject apologizes says he is 70 years old and asks for leniency. Subject includes copies of payments made to Bynum & Associates and similar payments made to himself after taking over for Bynum & Associates.

In a separate email Subject includes a copy of Mr. Bynum's termination letter and an email from exchange between the Subject and Complainant. Subject says when the former board president of 15+ years, Ron Lapinski, quit Dave White became the new board president. When Dave White stepped down, the Complainant, David Walker, became the only board member. Subject says he asked David White to stay on the board until appointments could be made. Subject claims there was never any public meetings held to discuss any of these changes. Subject claims he did his best to keep things functioning while the board worked things out. In the attached email between the Subject and Complainant, Complainant accuses the Subject of making decisions for the board and tells him to stop immediately. Complainant says him and Dave White made a decision Thursday only to discover the Subject went his own way. Complainant also says he noticed the Subject had placed himself on the board in an intern role without approval from Mr. White or himself and reiterates that the Subject works for the board and all decision must go through the board. Subject's email response to David Walker (Complainant) essentially states he was in conversation with Dave White who was the current board president at the time, on possible ways to handle the situation the board was facing. Subject states in the 9 years of being active with the board the board had never held a required election for a board seat. In their casual discussion the Subject believed they were all in agreement to do things "right." Subject says "telling me that you decided what to do without holding the required meeting to publicly announce the position opening and subsequent appointment, does not sound like the correct way to me." In regard to Subject jumping on the board as an interim director, Subject says it was the simplest way to allow the board to function. Subject says he got on the board to solve the same problem 4 years ago, he did not ask for the position, the community asked him in a board meeting in front of residents, like it's supposed to be done. Subject claims he agreed because he loves the community and that was his reason for setting up the interim deal until a replacement was found. Subject says he believes they need to schedule a meeting to move forward with an appointment to the board and that a new board member cannot be appointed in the driveway without creating future problems. Subject states it's Mr. Walker's decision to make and asks to be kept informed. **(Exhibit 9)**

- On February 27th, 2025, the Complainant was contacted via telephone and interviewed. **(Interviews 6.1)**
- On March 05th, 2025, the Subject was contacted via telephone and interviewed. **(Interviews 6.2)**

Interview #: 6.1		**Name:** David Lee Walker	
Affiliation: Complainant	**Date:** 02/27/2025	**Via:** Telephone	**Number:** [redacted]

- **Summary of Interview:** Complainant claims the Subject is acting as a CAM without a license and paying himself to perform regulated pool services. Complainant says the Subject is making decisions without proper board approval and believes acting as a CAM and having his maintenance company work for the board is a conflict of interest. Complainant was asked if he could provide proof of payments being made to the Subject, to which Complainant said he would email bank statements from the HOA showing payments. **(EXHIBIT 5)**

Interview #: 6.2		**Name:** Larry Bassett	
Affiliation: Subject	**Date:** 3/05/2024, 3/10/2025, 3/13/2025	**Via:** Telephone	**Number:** (407) 519-1193

- **Summary of Interview:** Subject essentially stated he only does pool cleaning that doesn't require a license. Subject claims he spoke with inspector for the county and obtained the proper certification to perform the pool services he does. Subject said he would email a copy of the certificate along with his insurance showing he has the proper certification to clean pools. Subject also stated the pool skimmer was not part of the actual pool equipment system, but rather a simple handheld skimmer one uses to extract leaves etc. Subject said he would also provide receipts showing he only invoiced the community what the skimmer cost without any upcharge. Regarding the CAM, Subject maintains he is not acting as the CAM, he only helps out with everyday office work for the community. Subject says he doesn't manage the amount being spent because everything goes through the board, he just helps out and hasn't been working for HOA since November of 2024. Subject states he took over office duties when the community asked him to assume those duties, because the previous company handling the office wasn't responding or paying the bills on time. This was prior to the current board and complainant taking over. Subject states he is not a licensed CAM nor was the previous company acting as a CAM and he was told by the previous company he didn't need a CAM license to act as support and assistant for the board. Subject claims he was merely a secretary/office manager doing what the board asked essentially answering the phone and paying bills that were previously approved by the board. Subject also stated the community had a recall vote to remove the entire board including the Complainant in this case; 51% percent or 83 votes out of the 164 properties would be required for the recall to pass. After the vote which resulted in 91 votes in favor of recalling the board, the board posted a meeting to be held on 12/06/2024 via online link. The community was told the meeting was not going to be in person but rather online and come the day of the meeting it turned out the board did meet in person and were trying to keep other community members from knowing. During the meeting the board refused to certify the recall election and hired a lawyer to open up a lawsuit regarding the recall election in civil court case # 24-CA-004607. Subject feels this complainant was opened in retaliation, because the president of the board is unhappy the community has voted to recall him.

EXHIBIT F

Records requests + non-responses

Outlook

Document request

From Leticia Walker <contimuz@gmail.com>
Date Fri 2/27/2026 12:27 PM
To Admin@jedimanagement.com <Admin@jedimanagement.com>; Cam@jedimanagement.com <Cam@jedimanagement.com>; frontdesk@vanguardmanagementgroup.com <frontdesk@vanguardmanagementgroup.com>; dwalkerforesthoa@gmail.com <dwalkerforesthoa@gmail.com>; kevinmack@theforesthoa.org <kevinmack@theforesthoa.org>; hoa.theforest@gmail.com <hoa.theforest@gmail.com>; CIM@theforesthoa.org <CIM@theforesthoa.org>; Larry@LTS.world <larry@lts.world>
Cc Leticia Walker <contimuz@gmail.com>

Formal Written Demand for Inspection and Production of Association Records

Leticia Walker
408 Golf Course Parkway
Davenport, Florida, 33837

February 26, 2026

Jedi Management
Attn: Board of Directors / Managing Agent
The Forest at Ridgewood Homeowners Association
2906 Busch Lake Blvd
Tampa, FL 33614-1859 USA

Dear Jedi Management:

Please accept this correspondence as a **formal written demand** for the inspection and production of records maintained by **The Forest at Ridgewood Lakes Homeowners Association** ("Association") and Jedi Management. I am a member in good standing of the Association.

Pursuant to the Association's governing documents and applicable state law, I hereby request access to and copies of the following records, including but not limited to:

- The Association's Declaration of Covenants, Conditions, and Restrictions (CC&Rs), the original and all revitalized versions since inception, including all amendments
- The Association's Bylaws, original and any revised versions, along with any amendments
- The Association's original Rules and Regulations and all revisions filed since
- Minutes (approved and unapproved) of all Board of Directors and membership meetings for the past **four (4) years**
- Annual budgets, actual bank monthly financial statements (including balance sheets) for **every** account that has held or is currently holding funds of this Association, and the results of any audits that were performed for the past **four (4) years**
- Reserve studies and reserve funding reports since the community was incorporated

- Records pertaining to assessments, fees, fines, notices, or enforcement actions for the past **four (4) years**
- Board meeting notices (physical and electronic) for the past **four (4) years**
- Member meeting notices (physical and electronic) for the past **four (4) years**
- Agendas for all posted meetings for the past **four (4) years**
- All contracts (active and inactive), including but not limited to management, landscaping, pool cleaning, facility cleaning, dog waste station maintenance, auditing, legal services, website creation (and continuous maintenance of), and security contracts. Include any and all revisions or amendments to those contracts, proof of respective Polk County business registration and licensing for each entity, proof of the State of Florida licensing if required, and proof of proper liability and workers comp insurance (if required) that allows them to provide the service(s) they are contracted to do for the past **four (4) years**
- All requests for bids from prospective vendors to provide service to this community, and all proposals received in response to the bid request for the past **four (4) years**
- Current and prior insurance policies for the past **four (4) years**
- Any and all document(s) regarding the appointment or termination of a director, including the exact date, time, place, and condition(s) that a director was appointed or elected to/or retired from the Board for the past **four (4) years**
- Provide copies of the legal document(s) that allows Jedi Management to **not** hold our required January Members Meeting and election in January as our governing documents require since the community was created. Last year it was 3/3/25 and this year we are still waiting for it to be noticed.

This request is made for a proper purpose and in accordance with my rights as a homeowner and member of the Association. I respectfully request written confirmation of receipt of this demand and written notice of the anticipated date on which the requested records will be made available.

Unless otherwise required by law, electronic copies of the requested records are acceptable. If any portion of this request is denied, please identify the specific legal and factual basis for such denial in writing.

Thank you for your prompt attention to this matter. I expect your response within the time frame required by applicable law.

Respectfully,

Leticia Walker
408 Golf Course Parkway
Phone: 848-525-0340
Email: contimuz@gmail.com

--
Love is the answer no matter the question!

Outlook

(No subject)

From Leticia Walker <contimuz@gmail.com>
Date Mon 3/9/2026 5:57 PM
To Larry@LTS.world <larry@lts.world>

From: **Jedi HOA** <admin@jedimanagement.com>
Date: Mon, 9, 2026, 4:59 PM
Subject: Re: Document request
To: Leticia Walker <contimuz@gmail.com>
Cc: <Cam@jedimanagement.com>, <frontdesk@vanguardmanagementgroup.com>, dwalkerforesthoa@gmail.com <dwalkerforesthoa@gmail.com>, <kevinmack@theforesthoa.org>, hoa.theforest@gmail.com <hoa.theforest@gmail.com>, <CIM@theforesthoa.org>, Jennifer Englert <jenglert@theorlandolawgroup.com>

- **The Association's Declaration of Covenants, Conditions, and Restrictions (CC&Rs), the original and all revitalized versions since inception, including all amendments.** On the homwoenr portal,

- **The Association's Bylaws, original and any revised versions, along with any amendments** On the homwoenr portal

- **The Association's original Rules and Regulations and all revisions filed since** On the homwoenr portal

- **Minutes (approved and unapproved) of all Board of Directors and membership meetings for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Annual budgets, actual bank monthly financial statements (including balance sheets) for every account that has held or is currently holding funds of this Association, and the results of any audits that were performed for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Reserve studies and reserve funding reports since the community was incorporated** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Records pertaining to assessments, fees, fines, notices, or enforcement actions for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Board meeting notices (physical and electronic) for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Member meeting notices (physical and electronic) for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Agendas for all posted meetings for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **All contracts (active and inactive), including but not limited to management, landscaping, pool cleaning, facility cleaning, dog waste station maintenance, auditing, legal services, website creation (and continuous maintenance of), and security contracts. Include any and all revisions or amendments to those contracts, proof of respective Polk County business registration and licensing for each entity, proof of the State of Florida licensing if required, and proof of proper liability and workers comp insurance (if required) that allows them to provide the service(s) they are contracted to do for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **All requests for bids from prospective vendors to provide service to this community, and all proposals received in response to the bid request for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Current and prior insurance policies for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Any and all document(s) regarding the appointment or termination of a director, including the exact date, time, place, and condition(s) that a director was appointed or elected to/or retired from the Board for the past four (4) years** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

- **Provide copies of the legal document(s) that allows Jedi Management to not hold our required January Members Meeting and election in January as our governing documents require since the community was created. Last year it was 3/3/25 and this year we are still waiting for it to be noticed.** What we have is on the homeowner portal, if it is not there then it was never turned in by previous management.

This request is made for a proper purpose and in accordance with my rights as a homeowner and member of the Association. I respectfully request written confirmation of receipt of this demand and written notice of the anticipated date on which the requested records will be made available.

Unless otherwise required by law, electronic copies of the requested records are acceptable. If any portion of this request is denied, please identify the specific legal and factual basis for such denial in writing.

Thank you for your prompt attention to this matter. I expect your response within the time frame required by applicable law.

On Thu, Feb 26, 2026 at 11:05 PM Leticia Walker <contimuz@gmail.com> wrote:

Leticia Walker
408 Golf Course Parkway
Davenport, Florida, 33837

Love is the answer no matter the question!

EXHIBIT G

State Attorney Declination

May 27, 2025

OFFICE OF THE STATE ATTORNEY
TENTH JUDICIAL CIRCUIT
BRIAN HAAS, STATE ATTORNEY

CLERK #: MA25001285CA
INTAKE ASA: LAUREN SCHULTZ
05/27/2025

CASE FILING EVALUATION

DEFENDANT: LARRY ALLEN BASSETT
CHARGE(S):

1) MANAGING A COMMUNITY ASSOCIATION WITHOUT A LICENSE

AGENCY CASE # & AGENCY:
BPR24-0070958 DEPT OF BUSINESS & PROFESSIONAL REGULATIONS
FILING AGENT: INV LAURA GARCIA

PROSECUTION DECISION:

DECLINE (XXX)

REASON:

330—**Based on the facts and circumstances of the case, this case has been declined for prosecution.**

THANK YOU,

Lauren Schultz

LAUREN SCHULTZ, INTAKE ASA

EXHIBIT H

Chase Bank Emails

Chase <no.reply.alerts@chase.com>
You received a new letter
You received a new letter
To office@foresthoa.org

2/19/2026 6:59 PM

C

Chase <no.reply.alerts@chase.com>
You received a new letter
To o[redacted]

2/19/2026 6:59 PM

We posted a new notice or letter in your Chase Mobile® app and at chase.com/statements.

Here's what it's about

We updated your address, as you requested

We encourage you to read the entire letter, because it contains specific information about your account.

View your letter in two ways

- From Chase Mobile, go to your profile and choose "Statements and documents."
- At chase.com/statements, just sign in to your account.

You'll see your letter under "Notices and letters".

To view or change your delivery settings, please sign in to Chase Mobile or chase.com.

Letters and notices sent may be from subsidiaries and/or affiliates of JPMorgan Chase Bank, N.A.

CHASE

Don't have the Chase Mobile® app?

Download on the App Store   GET IT ON Google Play

To protect your personal information, please don't reply to this email. Instead, use the mobile app or sign in to chase.com to send a message from your Secure Message Center.

If you have concerns about the authenticity of this message, please visit

Address Change Confirmation

Chase <no.reply.alerts@chase.com> 2/18/2026 2:13 PM

Address Change Confirmation

Address Change Confirmation

To office@foresthoa.org

C **Chase** <no.reply.alerts@chase.com> 2/18/2026 2:13 PM

Address Change Confirmation

CHASE

Account update

Your address update is complete

If you asked us to make this change, you're all set.

If you didn't make this request, call us immediately at 1-800-935-9935 or visit [illegible].

Securely access your accounts with the [illegible] or [illegible].

ABOUT THIS MESSAGE

Chase Mobile® app is available for select mobile devices. Message and data rates may apply.

This service email gives you updates and information about your Chase relationship.

Chase cannot guarantee the delivery of alerts and notifications. Wireless or internet service provider outages or other circumstances could delay them. You can always check chase.com or the Chase Mobile app for the status of your accounts including your latest account balances and transaction details.

To protect your personal information, please don't reply to this message. Chase won't ask for confidential information in an email.

If you have concerns about the authenticity of this message or have questions about your account visit [illegible] for ways to contact us.

Your privacy is important to us. See our online [illegible] to learn how to protect your information.

EXHIBIT I

Sheriff's Report 25-14995

UNREDACTED

POLK COUNTY SHERIFF'S OFFICE

1891 JIM KEENE BLVD
WINTER HAVEN, FL 33880

Phone
(863)298-6200 / 1-800-226-0344
Fax

Reported Date
04/14/2025
Incident Type
LARCENY GRAND THEFT
Member#
[redacted]

Administrative Information

Agency	Report No	Supplement No	Reported Date	Reported Time
POLK COUNTY SHERIFF'S OFFICE	25-14995	ORIG	04/14/2025	09:11

CAD Call No	Status	Incident Type
251040795	Report to follow	Larceny Grand Theft

Location	City
225 GOLF COURSE PKWY	Davenport

ZIP Code	Beat	District	Sector	From Date	From Time	To Date	To Time
33837	31D	NE	31	01/27/2020	12:00	04/14/2025	12:00

Member#	Assignment	Entered By
[redacted]	BSI, Homeland, FRAUD UNIT	[redacted]

Assignment	RMS Transfer	Prop Trans Stat	Approving Officer
BSI, Homeland, FRAUD UNIT	Successful	Successful	[redacted]

Approval Date	Approval Time
12/08/2025	15:59:02

# Offenses	Offense	Description	Attempted
1	812.014(2)(B)1,	Grand Theft $20,000	

Person Summary

Invl	Invl No	Type	Name	MNI	Race	Sex	DOB
COM	1	P	BASSETT,LARRY	11960016	W	M	07/20/1955
OTH	3	P	WHITE,DAVID	11801176	W	M	01/21/1988
OTH	4	P	NAJOR,TIM	12204302	W	M	07/15/1967
OTH	5	P	LAPINSKI,RON	10515532	W	M	09/13/1958
REP	2	P	WALKER,DAVID	11682359	W	M	01/07/1982
VAB	6	O	THE FORREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION,	12208179			

Involvement	Description
EVD	Article: Other(None of the Above) OTHER Cd w/documents

POLK COUNTY SHERIFF'S OFFICE

Complaint Affidavit 1: BASSETT,LARRY

Involvement	Invl No	Type
Complaint Affidavit	1	Person

Name	MNI	Race	Sex
BASSETT,LARRY	11960016	White	Male

DOB	Age	Juvenile?	Height	Weight	Hair Color	Eye Color	PRN	ARR_FLAG
07/20/1955	69	No	5'05"	200#	Gray or Partially Gray	Brown	2820211	Yes

Mem #	Oper Date	Oper Time	Notary Mem #	Notary Date	Notary Time	SIGNED
[redacted]	10/27/2025	16:21:47	[redacted]	10/27/2025	16:21:55	Yes

Type	Address
Home	318 BOXWOOD DR

City	State	ZIP Code	Date
Davenport	Florida	33837	04/14/2025

Type	ID No	OLS
Driver License	B230521552600	Florida

Type	ID No
Social Security Number	XXX-XX-XXXX

Phone Type	Phone No	Date
Cell	(407)519-1193	04/14/2025

Involvement	Arrest Type	Arrest Date	Arrest Time	Place of Birth
Arrested	Complaint Affidavit	10/23/2025	10:16:00	Unknown Place of Birth

City of Birth	SIGNED
Unknown	Yes

Charge	Counts	Level	Charge Literal
812.014(2)(B)1,	1	F2	Grand Theft $20,000

On 4-11-25, the Polk County Sheriff's was contacted in reference to assuming a fraud investigation into the Forrest at Ridgewood Homeowners' Association. It was learned the new HOA President, David Walker, was reporting alleged misappropriation of funds involving a past board member, Larry Bassett.

A subsequent interview David Walker revealed that he took over as president in October of 2024 but has been on the board as a director for several years. David advised when he took over the president role from David White he was suspicious of spending from the HOA budget from Larry Bassett who at the time was operating as the community's CAM (Community Association Manager). Walker advised Bassett was operating as a CAM without a license to do so. Walker advised Bassett mentioned to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations, thus not meeting the statutory requirement to perform the role.

Walker also advised," Larry Bassett paid himself to do services for the community without board knowledge or approval. He operates his business 'LTS' in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he (Larry) was getting a lawn care provider lawn service for a 10% 'cut' in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

Walker advised incidents like this date back to 2020. Walker advised a forensic audit was completed by Oscher Consulting.

The monthly fee for CAM increased from $1,000 to $1,500. Recorded statements with the past and current board; Tim Najor (secretary/treasurer), David White (vice president), and Ron Lapinski (President) supported that this increase was not authorized by fellow board members or a vote from the community, nor without justification for the increase. They each also advised Larry was operating as a CAM without a license and Larry made it known to all board members that he did not have a CAM license.

Bassett was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

On 9-26-25 a post Miranda interview was conducted with Larry Bassett at his home located at 318 Box Wood Dr Davenport FL. Larry advised he was brought on to the board in 2020 as a director. Larry assumed the role of secretary/treasurer in 2020/2021. Larry advised the new board have made allegations against him saying he is operating as a CAM without a license. Larry advised there was never a position of a CAM within the community and the person (Hugh Bynum) previously doing this job was just operating as an Office Manager. Larry confirmed he did not have a CAM license. Larry advised the wording of the CAM title was changed to Office Manager due to the board knowing Larry was not a CAM and was not licensed to do this work. Larry advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community, compared to if he didn't have a license then he could do this same job without any issues. Larry advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. Larry confirmed he was doing the work of a CAM, but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

The suspect Larry Bassett benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect Larry Bassett violated F.S.S 812.014(2)(B)1 Grand Theft.

Other (Person) 3: WHITE,DAVID

Involvement	Invl No	Type
Other (Person)	3	Person

Name	MNI	Race	Sex
WHITE,DAVID	11801176	White	Male

DOB	Age	Juvenile?	PRN	SIGNED
01/21/1988	37	No	2820212	Yes

Type	Address
Home	317 GOLF COURSE PKWY

City	State	ZIP Code	Date
Davenport	Florida	33837	04/14/2025

Type	ID No	OLS
Driver License	W300171880210	Florida

Phone Type	Phone No	Date
Cell	(253)252-6672	04/14/2025

Other (Person) 4: NAJOR,TIM

Involvement	Invl No	Type
Other (Person)	4	Person

Name	MNI	Race	Sex
NAJOR,TIM	12204302	White	Male

DOB	Age	Juvenile?	PRN	SIGNED
07/15/1967	57	No	2820213	Yes

Type	Address
Home	316 GOLF COURSE PKWY

City	State	ZIP Code	Date
Davenport	Florida	33837	04/14/2025

Phone Type	Phone No	Date
Cell	(209)834-4624	04/14/2025

Other (Person) 5: LAPINSKI,RON

Involvement	Invl No	Type
Other (Person)	5	Person

Name	MNI	Race	Sex
LAPINSKI,RON	10515532	White	Male

DOB	Age	Juvenile?	PRN	SIGNED
09/13/1958	66	No	2820214	Yes

Type	Address
Home	215 GOLF COURSE PKWY

City	State	ZIP Code	Date
Davenport	Florida	33837	04/14/2025

Phone Type	Phone No	Date
Cell	(815)814-3811	04/14/2025

Reportee 2: WALKER,DAVID

Involvement	Invl No	Type	Name
Reportee	2	Person	WALKER,DAVID

MNI	Race	Sex	DOB	Age	Juvenile?	Height	Hair Color	Eye Color	PRN	SIGNED
11682359	White	Male	01/07/1982	43	No	6'02"	Brown	Unknown	2820215	Yes

POLK COUNTY SHERIFF'S OFFICE

Type	Address		
Home	225 GOLF COURSE PKWY		
City	**State**	**ZIP Code**	**Date**
Davenport	Florida	33837	04/14/2025

Type	ID No	OLS
Driver License	W426172820070	Florida

Phone Type	Phone No	Date
Cell	(678)736-3906	04/14/2025

Victim (Business) 6: THE FORREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATIC

Involvement	Invl No	Type
Victim (Business)	6	Other

Name	MNI	PRN	SIGNED
THE FORREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION,	12208179	2820216	Yes

Prop #	Involvement	Invl Date	In Custody?	Security	Tag No	Item No
1	Evidence	04/14/2025	Yes	No	250019945	1

Description	Typ
Cd w/documents	A

Cat	Article	Rcv Date	Rcv Time
Other(None of the Above)	Other (none of the above)	10/23/2025	14:55

Recv Value	Initial Dispo	Entered Date	Entered Time	RMS Transfer
$0.00	Hold For Trial	10/23/2025	14:55	Successful

Control
[redacted] 1023251456

Link	Involvement	Invl No	Name	Race	Sex	DOB
OTH	COM	1	BASSETT,LARRY	W	M	07/20/1955
OTH	REP	2	WALKER,DAVID	W	M	01/07/1982
OTH	OTH	3	WHITE,DAVID	W	M	01/21/1988
OTH	OTH	4	NAJOR,TIM	W	M	07/15/1967
OTH	OTH	5	LAPINSKI,RON	W	M	09/13/1958

Modus Operandi

Method of Entry	Point of Entry	Entry Location	Premise Type	Theft Type	Crime Code(s)
Unknown	Unknown	Unknown	Residential-house	Other	Larceny Grand Theft

Narrative

Involved Persons:
Victim:
Forrest HOA

Suspect:
Larry Bassett, W/M, 7-20-1955, 69 YOA

Reportee:
David Walker, W/M, 1-7-1982, 43 YOA

Other:
David White, W/M, 1-21-1988, 37 YOA
Tim Najor, W/M, 7-15-1967, 57 YOA
Ron Lapinski. W/M, 9-13-1958 66 YOA
Carrie Macsuga (forensic auditor)

POLK COUNTY SHERIFF'S OFFICE

Narrative

Investigation:
4-11-2025 David Walker:
Contact was made with the reportee David Lee Walker who is the President of The Forrest at Ridgewood Homeowners' Association, INC. David advised he took over as president in October of 2024 but has been on the board as a director for several years. David advised when he took over the president role from David White he was suspicious of spending from the HOA budget from Larry Bassett who at the time was operating as the community's CAM (Community Association Manager). Walker advised Bassett was operating as a CAM without a license to do so. Walker advised Bassett mention to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations.

Walker advised also advised the following "Larry Bassett paid himself to do services for the community without board knowledge or approval. He operates his business "LTS" in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he (Larry) was getting a lawn care provider lawn service for a 10% "cut" in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

The HOA financial documents do not add up and many receipts/invoices are simply not being shared by Bassett to validate the funds for the HOA. In addition, Bassett gave himself a $600 annual raise in 2024, without board knowledge or approval.

Walker advised incidents like this date back to 2020. Walker advised a forensic audit was completed by Oscher Consulting. I was provided a copy of this forensic audit which has been attached to this report.

4-22-2025 Carrie Macsuga:
Contact was made with the forensic auditor Carrie Macsuga (Oscher Consulting) who was hired by Walker to investigate the financial documents for the HOA.

The following is a summary of the audit, for the full documentation please refer to the complete copy:

Larry Basset received funds from the HOA account:
2020- $21,322.14
2021- $18,655.91
2022- $23,705.71
2023- $36,700.18
2024- $30,403.98
Total: $130,787.92

Of the total $130,787.92 paid to the Bassett Entities, Carrie was able to match $97,012.77 in payments to invoices from LTS Property, leaving the remaining $33,775.15 in payments as having no invoices to support the charges.

General Office and Bookkeeping. In 2022 the monthly fee for this service increased by $400, from $1,000 to $1,400. It is my understanding this increase was not approved by the BOD (Board of Directors).
In mid-2023 the monthly fee increased by $100, from $1,400 to $1,500. It is my understanding this increase was not approved by the BOD.

Bassett was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

Of the $130,787.92 paid to the Bassett Entities from 2020 through 2024, the following amounts, totaling $39,050, were unapproved by the BOD:
$16,900 - Increases in General Office & Bookkeeping Fees Not Approved by BOD
$12,150 -Pool Maintenance Services based on Misrepresentations to BOD
$5,925 - Cleanup Services Not Ratified by the Full BOD
$317 - Bank Expenses Not Approved by BOD
$4,388 - Clerical and Handyman Labor Fees Not Approved by BOD

POLK COUNTY SHERIFF'S OFFICE

Narrative

8-27-2025:
Tim Najor:
Contact was made with Tim Najor (Secretary/treasurer) who advised he served on the BOA from approximately April 2024 to January 2025. When he arrived on the board he requested access to the HOA bank account from Bassett. Tim advised when he gained access he noticed unapproved transactions done by Bassett in regards to maintenance around the community done by Bassett's own company "LTS". Tim advised the work that was being billed to community was being completed but it was being initiated without board approval. Tim advised after Bassett was advised to no longer complete any work without board approval he stopped.

David White:
Contact was then made with David White the former President of the HOA. David advised he was unsure of when he started on the board but served as the president in 2024 up until David Walker took over in October of 2024. White advised Larry was serving as the community's CAM/Office manager, but was also under the impression Larry was the Secretary/treasurer due to him being the only one with access to the community's bank account. Larry had these positons prior to White joining the board. White advised when Walker and he joined the board, Larry took a step down from the board and only dealt with CAM duties of the community. White advised when he came on to the board it appeared that there was unapproved spending of the HOA's money by Larry, this was done though LTS which is Larry's handyman business. White advised this was all done without board approval. White advised the jobs were getting done in the community so no one ever really looked at this as an issue. White advised that Larry did not have a contract with the HOA but at no point was the board able to decide on a vote to release Larry from his duties as a CAM. White advised the HOA raised its yearly dues to $500 from $450. White advised Larry then gave himself a raise without board approval for the CAM work. White advised Larry was now being paid approximately $1500 a month for the CAM work.

Ron Lapinski:
Contact was made with Ron Lapinski, Ron advised he was president of the HOA from 2007 to late 2023 early 2024. Ron advised he was aware of the current investigation in regards to Larry withholding information in regards to the budget and not doing his job. Ron advised Larry was operating as the CAM once he took over for the previous CAM who was contracted by the HOA. Ron advised the CAM position is not a board appointed position and is a contracted position within the HOA. Larry was initially brought in as a board member (secretary/treasurer). Ron advised Larry came to him one day and advised the work as a secretary/treasurer was too much and he would much rather start a business and become the CAM to which Ron agreed and let Larry become the CAM. Ron advised there was no vote for Larry to become CAM because at the time it was him and Dave Yonker (deceased) who were on the board. So they did not have enough members to qualify for a vote. Ron advised Larry was supposed to also give up his position on the board as this was a conflict of interest being CAM and a board member but he did not and remained on the board because no one else wanted to be a board member at the time.

Ron also advised he did approve Larry to do work around the pool because the previous pool person retired so Larry lived close by and was able to tend to it. It appears at the time the majority of the work being completed was approved by Ron due to a "Ghost board" which was comprised of Ron, Dave Yonker, and Larry. Ron advised for anything $500 and above there needed to be board approval. Ron advised if every job needed board approval then nothing would get done. Ron advised Larry was supposed to type up his own contract for the CAM work and send to Ron for approval but this was never done. Ron advised he also never approved any pay raise for the CAM position.

According to the CCR's, by laws, and Articles of Incorporation provided to me during this investigation. There does not appear to be any indication that if you intend to spend said amount of money, then a vote is required for this expenditure to be approved by the BOD prior to completing said transaction. While speaking with each BOD member it was determined that if the cost of job was more than $500 then this would require a board vote.

Larry Bassett:
On 9-26-25 a post Miranda interview was conducted with Larry Bassett at his home located at 318 Box Wood Dr Davenport FL. Larry advised he was brought on to the board in 2020 as a director. Larry assumed the role of secretary/treasurer in 2020/2021. This board was with Dave Yonker and Ron Lapinski. Larry advised the

POLK COUNTY SHERIFF'S OFFICE

Narrative

community has been messed up for a while now and nothing has ever been done by the books. Larry advised the new board have made allegations against him saying he is operating as a CAM without a license. Larry advised there was never a position of a CAM within the community and the person (Hugh Bynum) previously doing this job was just operating as an Office Manager. Larry confirmed he did not have a CAM license and advised he followed in the footsteps of the previous CAM once he left that role and did not get his own CAM license. Larry advised the wording of the CAM title was changed to Office Manager due to the board knowing Larry was not a CAM and was not licensed to do this work. Larry advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community compared to if he didn't have a license then he could do this same job without any issues. Larry advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. Larry confirmed he was doing the work of a CAM but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

Contact was made with James Stavola the Attorney for the Florida Department of Business and Professional Regulation (DBPR) who advised Larry Bassett was previously charged with F.S.S 468.432 for the unlicensed CAM work but this was denied for prosecution by the State Attorney's Office due to lack of a confession by Larry. Stavola was provided the details of my investigation and was advised Larry admitted to doing the work of a CAM without a license. Based on this DBPR is conducting a secondary investigation to resubmit charges for the unlicensed CAM work to the State Attorney's Office.

The suspect Larry Bassett benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect Larry Bassett violated F.S.S 812.014(2)(B)1 Grand Theft.

A complaint affidavit was completed and forwarded to the State Attorney's Office.

Investigative Costs:
One detective for 20 hours

Case Status:
Closed - Complaint affidavit

I swear or affirm this report is correct and true to the best of my knowledge and belief.

(This report has been electronically signed.)

[redacted] 10/27/2025

Signature of Deputy/Agency Member Date

Sworn before me this 27th day of October, 2025.

[redacted]

Notary/Law Enforcement Officer

-

Commission Number/Expiration

Report Officer	Printed At	
[redacted]	02/18/2026 09:59	

POLK COUNTY SHERIFF'S OFFICE

1891 JIM KEENE BLVD

WINTER HAVEN, FL 33880

Phone
(863)298-6200 / 1-800-226-0344
Fax

Reported Date
01/20/2026
Incident Type
LARCENY GRAND THEFT
Member#
[redacted]

Administrative Information

Agency	Report No	Supplement No	Reported Date	Reported Time
POLK COUNTY SHERIFF'S OFFICE	25-14995	0001	01/20/2026	15:43

CAD Call No	Status	Incident Type
251040795	Report to follow	Larceny Grand Theft

Location	City
225 GOLF COURSE PKWY	Davenport

ZIP Code	Beat	District	Sector	From Date	From Time	To Date	To Time
33837	31D	NE	31	01/27/2020	12:00	04/14/2025	12:00

Member#	Assignment	Entered By
[redacted]	BSI, Homeland, FRAUD UNIT	[redacted]

Assignment	RMS Transfer	Prop Trans Stat
BSI, Homeland, FRAUD UNIT	Supplement Transfer Complete	Successful

Approving Officer	Approval Date	Approval Time
[redacted]	01/29/2026	22:24:10

Summary Narrative

Complaint Affidavit 1: BASSETT,LARRY

Involvement	Invl No	Type
Complaint Affidavit	1	Person

Name	MNI	Race	Sex
BASSETT,LARRY	11960016	White	Male

DOB	Age	Juvenile?	Height	Weight	Hair Color	Eye Color	RMS Transfer
07/20/1955	70	No	5'05"	200#	Gray or Partially Gray	Brown	Successful

PRN	ARR_FLAG	Mem #	Oper Date	Oper Time	Notary Mem #	Notary Date
2845753	Yes	[redacted]	01/28/2026	12:58:22	[redacted]	01/28/2026

Notary Time	SIGNED
12:58:23	Yes

Type	Address
Home	318 BOXWOOD DR

City	State	ZIP Code	Date
Davenport	Florida	33837	01/20/2026

Type	ID No	OLS
Driver License	B230521552600	Florida

Type	ID No
Social Security Number	XXX-XX-XXXX

Phone Type	Phone No	Date
Cell	(407)519-1193	01/20/2026

Involvement	Arrest Type	Arrest Date	Arrest Time	Place of Birth
Arrested	Complaint Affidavit	10/23/2025	10:16:00	Unknown Place of Birth

City of Birth	SIGNED
Unknown	Yes

Charge	Counts	Level	Charge Literal
468.437	1	M2	Viol.Community Assoc

On 4-11-25, the Polk County Sheriff's was contacted in reference to assuming a fraud investigation into the Forrest at Ridgewood Homeowners' Association. It was learned the new HOA President, David Walker, was reporting alleged misappropriation of funds involving a past board member, Larry Bassett.

A subsequent interview David Walker revealed that he took over as president in October of 2024 but has been on the board as a director for several years. David advised when he took over the president role from David White he was suspicious of spending from the HOA budget from Larry Bassett who at the time was operating as the community's CAM (Community Association Manager). Walker advised Bassett was operating as a CAM without a license to do so. Walker advised Bassett mentioned to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations, thus not meeting the statutory requirement to perform the role.

Walker also advised," Larry Bassett paid himself to do services for the community without board knowledge or approval. He operates his business 'LTS' in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he (Larry) was getting a lawn care provider lawn service for a 10% 'cut' in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

Walker advised incidents like this date back to 2020. Walker advised a forensic audit was completed by Oscher Consulting.

The monthly fee for CAM increased from $1,000 to $1,500. Recorded statements with the past and current board; Tim Najor (secretary/treasurer), David White (vice president), and Ron Lapinski (President) supported that this increase was not authorized by fellow board members or a vote from the community, nor without justification for the increase. They each also advised Larry was operating as a CAM without a license and Larry made it known to all board members that he did not have a CAM license.

Bassett was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was $76,900, a difference of $16,900.

On 9-26-25 a post Miranda interview was conducted with Larry Bassett at his home located at 318 Box Wood Dr Davenport FL. Larry advised he was brought on to the board in 2020 as a director. Larry assumed the role of secretary/treasurer in 2020/2021. Larry advised the new board have made allegations against him saying he is operating as a CAM without a license. Larry advised there was never a position of a CAM within the community and the person (Hugh Bynum) previously doing this job was just operating as an Office Manager. Larry confirmed he did not have a CAM license. Larry advised the wording of the CAM title was changed to Office Manager due to the board knowing Larry was not a CAM and was not licensed to do this work. Larry advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community, compared to if he didn't have a license then he could do this same job without any issues. Larry advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. Larry confirmed he was doing the work of a CAM, but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

The suspect Larry Bassett benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect Larry Bassett violated F.S.S 468.437 Violation of Community Association Managment Regulation.

Victim (Business) 2: THE FORREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATIO

Involvement	Invl No	Type
Victim (Business)	2	Other

Name	MNI	RMS Transfer
THE FORREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION,	12208179	Successful

SIGNED
Yes

Modus Operandi

Method of Entry	Point of Entry	Entry Location	Premise Type	Theft Type	Crime Code(s)
Unknown	Unknown	Unknown	Residential-house	Other	Larceny Grand Theft

Narrative

Involved Persons:
Victim:
Forrest HOA

Suspect:
Larry Bassett, W/M, 7-20-1955, 69 YOA

POLK COUNTY SHERIFF'S OFFICE

Narrative

Reportee:
David Walker, W/M, 1-7-1982, 43 YOA

Other:
David White, W/M, 1-21-1988, 37 YOA
Tim Najor, W/M, 7-15-1967, 57 YOA
Ron Lapinski. W/M, 9-13-1958 66 YOA
Carrie Macsuga (forensic auditor)

Investigation:
4-11-2025 David Walker:
Contact was made with the reportee David Lee Walker who is the President of The Forrest at Ridgewood Homeowners' Association, INC. David advised he took over as president in October of 2024 but has been on the board as a director for several years. David advised when he took over the president role from David White he was suspicious of spending from the HOA budget from Larry Bassett who at the time was operating as the community's CAM (Community Association Manager). Walker advised Bassett was operating as a CAM without a license to do so. Walker advised Bassett mention to a previous board member that he took the CAM course but decided not to take the test because he didn't want to deal with notice of violations.

Walker advised also advised the following "Larry Bassett paid himself to do services for the community without board knowledge or approval. He operates his business "LTS" in the community, which is a conflict of interest in my eyes, as he is the party that has been giving verbal warnings for potential violations such as pressure washing. I found out that he told a resident that he (Larry) was getting a lawn care provider lawn service for a 10% "cut" in the community. In addition, he has been servicing the community pool while paying himself, along with performing random tasks without approval or knowledge of the board. These are in the thousands of dollars in value".

The HOA financial documents do not add up and many receipts/invoices are simply not being shared by Bassett to validate the funds for the HOA. In addition, Bassett gave himself a $600 annual raise in 2024, without board knowledge or approval.

Walker advised incidents like this date back to 2020. Walker advised a forensic audit was completed by Oscher Consulting. I was provided a copy of this forensic audit which has been attached to this report.

4-22-2025 Carrie Macsuga:
Contact was made with the forensic auditor Carrie Macsuga (Oscher Consulting) who was hired by Walker to investigate the financial documents for the HOA.

The following is a summary of the audit, for the full documentation please refer to the complete copy:

Larry Basset received funds from the HOA account:
2020- $21,322.14
2021- $18,655.91
2022- $23,705.71
2023- $36,700.18
2024- $30,403.98
Total: $130,787.92

Of the total $130,787.92 paid to the Bassett Entities, Carrie was able to match $97,012.77 in payments to invoices from LTS Property, leaving the remaining $33,775.15 in payments as having no invoices to support the charges.

General Office and Bookkeeping. In 2022 the monthly fee for this service increased by $400, from $1,000 to $1,400. It is my understanding this increase was not approved by the BOD (Board of Directors).
In mid-2023 the monthly fee increased by $100, from $1,400 to $1,500. It is my understanding this increase was not approved by the BOD.

Bassett was employed as the community association manager, the total paid for General Office and Bookkeeping would have been $60,000. With the unapproved increases in monthly fees, the total paid for these services was

$76,900, a difference of $16,900.

Of the $130,787.92 paid to the Bassett Entities from 2020 through 2024, the following amounts, totaling $39,050, were unapproved by the BOD:
$16,900 - Increases in General Office & Bookkeeping Fees Not Approved by BOD
$12,150 -Pool Maintenance Services based on Misrepresentations to BOD
$5,925 - Cleanup Services Not Ratified by the Full BOD
$317 - Bank Expenses Not Approved by BOD
$4,388 - Clerical and Handyman Labor Fees Not Approved by BOD

8-27-2025:
Tim Najor:
Contact was made with Tim Najor (Secretary/treasurer) who advised he served on the BOA from approximately April 2024 to January 2025. When he arrived on the board he requested access to the HOA bank account from Bassett. Tim advised when he gained access he noticed unapproved transactions done by Bassett in regards to maintenance around the community done by Bassett's own company "LTS". Tim advised the work that was being billed to community was being completed but it was being initiated without board approval. Tim advised after Bassett was advised to no longer complete any work without board approval he stopped.

David White:
Contact was then made with David White the former President of the HOA. David advised he was unsure of when he started on the board but served as the president in 2024 up until David Walker took over in October of 2024. White advised Larry was serving as the community's CAM/Office manager, but was also under the impression Larry was the Secretary/treasurer due to him being the only one with access to the community's bank account. Larry had these positons prior to White joining the board. White advised when Walker and he joined the board, Larry took a step down from the board and only dealt with CAM duties of the community. White advised when he came on to the board it appeared that there was unapproved spending of the HOA's money by Larry, this was done though LTS which is Larry's handyman business. White advised this was all done without board approval. White advised the jobs were getting done in the community so no one ever really looked at this as an issue. White advised that Larry did not have a contract with the HOA but at no point was the board able to decide on a vote to release Larry from his duties as a CAM. White advised the HOA raised its yearly dues to $500 from $450. White advised Larry then gave himself a raise without board approval for the CAM work. White advised Larry was now being paid approximately $1500 a month for the CAM work.

Ron Lapinski:
Contact was made with Ron Lapinski, Ron advised he was president of the HOA from 2007 to late 2023 early 2024. Ron advised he was aware of the current investigation in regards to Larry withholding information in regards to the budget and not doing his job. Ron advised Larry was operating as the CAM once he took over for the previous CAM who was contracted by the HOA. Ron advised the CAM position is not a board appointed position and is a contracted position within the HOA. Larry was initially brought in as a board member (secretary/treasurer). Ron advised Larry came to him one day and advised the work as a secretary/treasurer was too much and he would much rather start a business and become the CAM to which Ron agreed and let Larry become the CAM. Ron advised there was no vote for Larry to become CAM because at the time it was him and Dave Yonker (deceased) who were on the board. So they did not have enough members to qualify for a vote. Ron advised Larry was supposed to also give up his position on the board as this was a conflict of interest being CAM and a board member but he did not and remained on the board because no one else wanted to be a board member at the time.

Ron also advised he did approve Larry to do work around the pool because the previous pool person retired so Larry lived close by and was able to tend to it. It appears at the time the majority of the work being completed was approved by Ron due to a "Ghost board" which was comprised of Ron, Dave Yonker, and Larry. Ron advised for anything $500 and above there needed to be board approval. Ron advised if every job needed board approval then nothing would get done. Ron advised Larry was supposed to type up his own contract for the CAM work and send to Ron for approval but this was never done. Ron advised he also never approved any pay raise for the CAM position.

POLK COUNTY SHERIFF'S OFFICE

Narrative

According to the CCR's, by laws, and Articles of Incorporation provided to me during this investigation. There does not appear to be any indication that if you intend to spend said amount of money, then a vote is required for this expenditure to be approved by the BOD prior to completing said transaction. While speaking with each BOD member it was determined that if the cost of job was more than $500 then this would require a board vote.

Larry Bassett:
On 9-26-25 a post Miranda interview was conducted with Larry Bassett at his home located at 318 Box Wood Dr Davenport FL. Larry advised he was brought on to the board in 2020 as a director. Larry assumed the role of secretary/treasurer in 2020/2021. This board was with Dave Yonker and Ron Lapinski. Larry advised the community has been messed up for a while now and nothing has ever been done by the books. Larry advised the new board have made allegations against him saying he is operating as a CAM without a license. Larry advised there was never a position of a CAM within the community and the person (Hugh Bynum) previously doing this job was just operating as an Office Manager. Larry confirmed he did not have a CAM license and advised he followed in the footsteps of the previous CAM once he left that role and did not get his own CAM license. Larry advised the wording of the CAM title was changed to Office Manager due to the board knowing Larry was not a CAM and was not licensed to do this work. Larry advised from his understanding getting a CAM license restricts you from conducting certain jobs such as drafting documents for the community compared to if he didn't have a license then he could do this same job without any issues. Larry advised he was getting paid approximately $1200 monthly operating as an "Office Manager" for the HOA. Larry confirmed he was doing the work of a CAM but he and the board agreed to call it "Office Manager" so he did not need to get a CAM license to continue to do the work of a CAM.

Contact was made with James Stavola the Attorney for the Florida Department of Business and Professional Regulation (DBPR) who advised Larry Bassett was previously charged with F.S.S 468.432 for the unlicensed CAM work but this was denied for prosecution by the State Attorney's Office due to lack of a confession by Larry. Stavola was provided the details of my investigation and was advised Larry admitted to doing the work of a CAM without a license. Based on this DBPR is conducting a secondary investigation to resubmit charges for the unlicensed CAM work to the State Attorney's Office.

The suspect Larry Bassett benefited $76,900 from 2020-2024 operating as the Community Association Manager without the proper licensing to hold this position in the HOA. Based on the information obtained probable case was established that the suspect Larry Bassett violated F.S.S 812.014(2)(B)1 Grand Theft and F.S.S 468.437 Violation of Community Association Managment Regulation.

A complaint affidavit was completed and forwarded to the State Attorney's Office.

Investigative Costs:
One detective for 20 hours

Case Status:
Closed - Complaint affidavit

POLK COUNTY SHERIFF'S OFFICE

I swear or affirm this report is correct and true to the best of my knowledge and belief.

(This report has been electronically signed.)

[redacted] 01/28/2026

Signature of Deputy/Agency Member Date

Sworn before me this 28th day of January, 2026.

[redacted]

Notary/Law Enforcement Officer

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Commission Number/Expiration