

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

Case No.: 2026-CA-002394

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

Plaintiff

v.

LARRY BASSETT, individually and
in his former capacity as Director,

Defendant.

_____ /

**DEFENDANT’S RESPONSE TO PLAINTIFF’S AMENDED FIRST
INTERROGATORIES TO DEFENDANT**

COMES NOW, Defendant, Larry Bassett, individually and in his former capacity as Director, by and through the undersigned counsel and pursuant to Rule 1.340, Fla.R.Civ.P. serves this Response to Plaintiff’s Amended First Set of Interrogatories and states as follows.

INTERROGATORIES

1. What is the full legal name and current address of each and every individual answering and/or assisting in answering these interrogatories?

RESPONSE: Larry Bassett, 318 Boxwood Dr, Davenport, FL 33837

2. State the type of each professional license held by you from 01.01.2019 to 12.31.2024; the license number of each license; and the identity of the agency issuing that license.

RESPONSE: None

3. Identify each bank account in your name solely or jointly with any other person, whether currently closed or open, from 01.01.2019 to 12.31.2024, by bank name and last four account numbers, that Plaintiff deposited any funds into.

RESPONSE: There were three(3) accounts with Chase Bank. The account numbers were 9274, 1732, 0055

4. Identify each bank account in your name solely or jointly with any other person or entity, whether currently closed or open, from 01.01.2019 to 12.31.2024, by bank name and last four account numbers, that deposited any funds into any of Plaintiff's bank accounts.

RESPONSE: I do not recall making any deposits into plaintiff's accounts.

5. Identify each bank account in the name of LTS Property Services, Inc., solely or jointly with any other person or entity, whether currently closed or open, from 01.01.2019 to 12.31.2024, by bank name and last four account numbers, that deposited any funds into any of Plaintiff's bank accounts.

RESPONSE: I do not recall making any deposits into plaintiff's accounts.

6. Identify each bank account in the name of LTS Worldwide, Inc., solely or jointly with any other person or entity, whether currently closed or open, from 01.01.2019 to 12.31.2024, by bank name and last four account numbers, that deposited any funds into any of Plaintiff's bank accounts.

RESPONSE: I do not recall making any deposits into plaintiff's accounts.

7. Fully and completely identify each business entity owned by you solely or jointly with any other person or entity that performed services and/or provided products to Plaintiff from 01.01.2019 to 12.31.2024.

RESPONSE: LTS Worldwide Inc & LTS Graphic Design Inc (which is currently known as LTS Property Services Inc).

8. State all facts relied on by you to support your claim that Plaintiff's Board of Directors has hidden about \$50,000.00 dollars from the community.

RESPONSE: As the "Office Manager" for the BOD and the "Treasurer for the Association", on December 4th, 2019, I established two accounts for this Association at the CHASE Bank. Chase account xxxxx5785 was established as the "Operating Account" and Chase account xxxxx5793 was established as the "Reserve Account".

These accounts were personally maintained by me until November 30th, 2024, when Dave Walker removed my access to both accounts. Since my access was terminated, I could not obtain account statements for November 2024, but my records show:

Operating account (5785) had a balance of \$48,940.05 on 11/30/2024

Reserve account (5793) had a balance of \$72,518.00 on 11/30/2024

It is important to note that on December 1st of every year, we transferred the budgeted amount from the operating account to the reserve account. The budgeted amount for 2024 was \$18,000. *If* that transfer was made as required... the account balances on 12/1/2024 should have been \$30,940.05 in the Operating account (5785) and \$90,518.00 in the Reserve account (5793).

The financial statements issued and publicly posted by JEDI Management and the Board of Directors have intentionally misled this community by excluding any, and all Chase Bank accounts and the funds in each, from the homeowners of this community. The following list, in order by date, is comprehensive and shows each stated account and the balance in it at the end of the month indicated. This data is from the statements **provided to this community by JEDI Management.**

12/2024	South State Bank Operating #5470 with a total value of \$ 5,910.00
01/2025	South State Bank Operating #5470 with a total value of \$18,620.11
02/2025	South State Bank Operating #5470 with a total value of \$13,618.49
03/2025	South State Bank Operating #5470 with a total value of \$24,851.29
03/2025	South State Bank Reserve #5473 with a total value of \$5,334.80
04/2025	South State Bank Operating #5470 with a total value of \$16,313.46
04/2025	South State Bank Reserve #5473 with a total value of \$7,117.21
05/2025	South State Bank Operating #5470 with a total value of \$2,835.34
05/2025	South State Bank Reserve #5473 with a total value of \$3,900.95
06/2025	Pinnacle-Operating x2685 with a total value of \$ 1,088.10
06/2025	Pinnacle-Reserve x2719 with a total value of \$10,678.00
07/2025	Pinnacle-Operating x2685 with a total value of \$(2,734.57)
07/2025	Pinnacle-Reserve x2719 with a total value of \$7,455.06
08/2025	Pinnacle-Operating x2685 with a total value of \$ (7,980.36)
08/2025	Pinnacle-Reserve x2719 with a total value of \$14,238.04
09/2025	Pinnacle-Operating x2685 with a total value of \$(18,386.24)
09/2025	Pinnacle-Reserve x2719 with a total value of \$16,020.88
10/2025	Pinnacle-Operating x2685 with a total value of \$(20,538.61)
10/2025	Pinnacle-Reserve x2719 with a total value of \$17,808.79
11/2025	Pinnacle-Operating x2685 with a total value of \$(2,660.14)
11/2025	Pinnacle-Reserve x2719 with a total value of \$19,599.25
12/2025	Pinnacle-Operating x2685 with a total value of \$(4,322.07)
12/2025	Pinnacle-Reserve x2719 with a total value of \$21,391.75
01/2026	Pinnacle-Operating x2685 with a total value of \$82,608.69
01/2026	Pinnacle-Reserve x2719 with a total value of \$22,908.68
02/2026	Pinnacle-Operating x2685 with a total value of \$85,485.59
02/2026	Pinnacle-Reserve x2719 with a total value of \$24,426.42
03/2026	Pinnacle-Operating x2685 with a total value of \$83,933.46
03/2026	Pinnacle-Reserve x2719 with a total value of \$25,947.76
04/2026	Pinnacle-Operating x2685 with a total value of \$77,326.86
04/2026	Pinnacle-Reserve x2719 with a total value of \$27,474.76
05/2026	Pinnacle-Operating x2685 with a total value of \$53,006.03
05/2026	Pinnacle-Reserve x2719 with a total value of \$29,004.55
06/2026	Pinnacle-Operating x2685 with a total value of \$29,778.79
06/2026	Pinnacle-Reserve x2719 with a total value of \$30,634.81

At the meeting held on December 22nd 2025 to approve the 2026 Budget, after the Jedi CAM introduced the budget and the board approved it, with no questions asked, I asked the CAM and BOD the following question: Where is our money? The response from the Jedi Management CAM that was running the meeting was “that is all there is”. I repeated my question 2 or 3 more times. He asked why do I keep asking? My reply was that as of 11/30/2024 we had about \$120,000 combined between the two Chase operating and reserve accounts. One year later, according to the financial statements provided to the owners of this community when the budget meeting was announced, they show that this community has a total of \$19,599.25 combined between the two accounts. So, I repeated one more time, where’s our money? At this time, Dave Walker spoke up and said that there is another account at Chase Bank with about \$50,000.00 in it. In front of 20+ witnesses that were logged into that meeting. I replied... You are telling me that there is another bank account not in the books of this community with about \$50,000 in it? I said that is criminal, which it is.

If Jedi Management was not told about the Chase Account before, they knew about it after that admission by David Walker. The proper response, for any CAM wanting to protect their license, should have been to notify the community that there was an error on the financials and reissuing new ones including the previously undisclosed funds. Instead, they have announced NOTHING to the community. But they did respond on January 6th, 2026 (15 days after it was admitted to at the meeting) they quietly transferred \$7,152.54 from an **“undisclosed Chase account into the Pinnacle Bank Operating acct x2685**. If that money came from our original **reserve account at Chase** and was moved into the current operating account, that is a problem. Plus, the transaction was **illegally posted as Miscellaneous Income!** On January 28th, 2026 they transferred another \$42,468.00 from an **“undisclosed Chase account and into the same Pinnacle Bank Operating acct x2685**. And again, it was incorrectly posted as Miscellaneous income!

Those two transactions total \$49,620.54... which proves my claim was factual and proven by their own documentation.

9. On or about April 06, 2026 you posted on the Forest at Ridgewood Facebook page, in part, “Many people don’t know the things that they [the Plaintiff’s Board] have done with the sole purpose of financially hurting me over the last year or so.”

Explain in sufficient detail for a reasonable person to understand the things they have done with the sole purpose of financially hurting you and identify the documents, writings, postings, records to support your claim that such was done with the sole purpose of hurting you.

RESPONSE: Since David Walker assumed the President of the BOD position of The Forest HOA, many things have been posted through social media and on multiple websites, emails sent community wide, complaints have been filed against myself and my businesses. The purpose is to intimidate and financially harm me, since I am a vocal and direct opposition to the way that

they are ruining this community. Even the board's attorney, Jennifer Englert, has sent emails to various people and places making misleading statements about me. Derogatory emails were sent to the managers of two other accounts that I provided Handyman services to, with the intention to have me terminated from providing services to them. They were sent to all levels of their management structure... all the way to their corporate offices. In direct response to the emails sent, I was terminated from the services I was providing for them.

10. On or about April 05, 2026, you posted on the Forest at Ridgewood Facebook page, in part, "Here is the illegal and inappropriate post that was made by Jedi Management today..."

Identify with sufficient detail for a reasonable person to understand, the statutes, rules, or other legal authority relied on by you in support of the claim that Jedi Management's post identified hereinabove was "illegal".

RESPONSE: Let's review the post sent by The Forest Management that you are referring to:

Dear Owners,

Happy Easter:

The Board of Directors is aware of the recall materials and "Homeowner Information Sheet" currently being circulated within the community. Owners are advised to review those materials with caution. The document is plainly advocacy material prepared to persuade owners to support a particular recall effort. It is not an official Association communication, it is not a neutral legal opinion, and it should not be mistaken for an authoritative statement of fact or law. The Association specifically rejects any attempt to use titles, credentials, or self-serving narratives to sanitize or distract from the serious history that has already damaged this community. Owners should not forget that the attached Polk County Sheriff's Office report identifies the Association as the victim in a fraud investigation, states that a complaint affidavit was completed and forwarded to the State Attorney's Office, and states that probable cause was established for Grand Theft and violation of community association management regulations. The same report further states that the suspect allegedly benefited from Association funds while operating as a community association manager without proper licensure during the relevant time period, and it outlines findings concerning unapproved payments, missing supporting documentation, and alleged financial misconduct affecting the Association.

Against that backdrop, owners should view with skepticism any circulated handout that attempts to reframe the situation by suggesting that a current CAM license somehow erases prior conduct, invalidates legitimate concerns, or transforms the author into a neutral and trustworthy authority. The "Homeowner Information Sheet" makes exactly that kind of argument by asserting that licensure, background screening, and exam passage should be treated as proof against "rumors" and as assurance that the recall process is being handled correctly. That is advocacy. It is not a legal determination by the Association, a court, or law enforcement. To be clear, no individual owner, volunteer, or recall organizer is authorized to speak on behalf of the Association unless expressly authorized by the duly constituted Board. Likewise, no campaign

document circulated by a resident can override the governing documents, Florida law, or the Association's official records and procedures.

If recall paperwork is formally submitted, the Association will address it through the proper statutory process and with counsel as necessary. Until then, owners are urged not to confuse accusation with proof, campaign rhetoric with official action, or self-promotion with credibility. Owners should evaluate the circulated materials for what they are: one-sided campaign documents created to influence the membership while minimizing or redirecting attention from the very history that placed this Association in its present position.

The Board remains committed to proceeding based on official records, proper legal process, and the best interests of the community.

After reading the notice that you are referring to, my response to your question is this: When I stated on April 5, 2026 that Jedi Management's post was "illegal," I relied on specific statutory and administrative authorities governing the conduct of licensed Community Association Managers (CAMs) and management companies during a statutory recall. Jedi Management — a licensed CAM firm owned and operated by an attorney — issued a communication that violated those authorities in a way no competent CAM or attorney should have permitted.

Their conduct was not merely inappropriate.

It was a known statutory violation, a misuse of association resources, a breach of CAM licensure obligations, and a textbook example of recall interference under DBPR precedent. I intend to file DBPR complaints regarding this violation and numerous others.

1. Florida Statute 720.303(10)

This statute governs HOA director recalls and treats recall as a formal statutory election event. Under §720.303(10), the board and its agents — including the management company — must remain strictly neutral and may not interfere with the membership's right to initiate, organize, or vote on a recall.

The statute prohibits:

advocacy against a recall,
attacking recall organizers,
influencing owners' votes,
using association resources to
distribute persuasive
communications, injecting
inflammatory commentary
into a recall process.

Jedi Management's Easter communication did all of these things.

A licensed CAM company is expected to know this.

A CAM company owned by an attorney has no excuse for not knowing this.

Florida Statute 720.303(10)

2. Florida Administrative Code Rule 61B-81

Rule 61B-81 governs recall arbitration and the conduct of boards and CAMs during recall disputes.

DBPR's interpretation is unequivocal:

CAMs and management companies must remain neutral.

They may not use association resources to influence the recall.

They may not distribute advocacy material.

They may not attack recall organizers or attempt to sway votes.

Jedi Management's communication violated every one of these prohibitions.

It was advocacy, electioneering, and interference, all of which DBPR has repeatedly classified as unlawful conduct by CAMs.

Florida Administrative Code 61B-81

3. DBPR Recall Arbitration Precedent

DBPR arbitration decisions interpreting §720.303(10) and Rule 61B-81 consistently hold that: Boards and CAMs may acknowledge a recall, but they may not attempt to influence it.

DBPR has sanctioned boards and CAMs for conduct far less extreme than Jedi Management's message.

Their communication:

urged owners to distrust recall materials, attacked the recall organizer personally, attempted to discredit the recall effort, framed the recall as "campaign rhetoric," and used official association channels to distribute this advocacy.

Under DBPR precedent, this is textbook recall interference.

DBPR Recall Arbitration

4. Jedi Management's Licensure Obligations — and the Attorney-Owner Issue

Jedi Management is a licensed CAM company.

Licensed CAMs are held to statutory and administrative standards governing their conduct during recalls, elections, and membership actions.

A licensed CAM — especially one owned by an attorney — is expected to know: the statutory neutrality requirements, the DBPR restrictions on recall interference, the prohibition on using association resources for advocacy, the legal consequences of violating recall procedures, and the disciplinary

authority DBPR holds over CAMs and CAM firms. Despite those obligations, Jedi Management distributed a communication that: advocated against the recall, attacked the recall organizer, attempted to influence owners' votes, and used official association communication channels to do so.

A management company owned by an attorney should reasonably be expected to understand the governing law.

The attorney/owner should also be aware of the proper disclosures that should have been made to this community regarding her ownership/control of the two controlling entities in play... especially when a community that had not spent one dollar on legal issues in the 5 years prior to the current BOD hiring Jedi Management... compared with Almost \$40k this year alone in the 1st half of 2026 under the guidance of Jedi Management and Jennifer Englert. \$40k from a community that only receives \$82k in assessments!

The fact that Jedi Management issued a communication that violates the statutes and rules governing CAM conduct demonstrates either: a knowing disregard of the law, or a fundamental misunderstanding of CAM statutes by a company owned by a licensed attorney, which is itself alarming.

Either scenario underscores the seriousness of the violation and the necessity of DBPR review.

5. DBPR Disciplinary Consequences

DBPR has the authority to impose discipline on:

individual CAM licensees,

CAM firms,

and any licensed entity that violates neutrality requirements.

Violations may result in:

reprimands,

finances,

mandatory education,

probation,

or suspension/revocation of licensure depending on severity.

Jedi Management's conduct — advocacy, interference, and misuse of association resources during a statutory recall — falls squarely within the category of violations DBPR has historically disciplined.

I intend to file DBPR complaints regarding this violation and numerous others.

6. Why the Post Was "Illegal"

The post was "illegal" because:

It violated §720.303(10)'s neutrality requirements.

It violated Rule 61B-81's prohibition on advocacy and interference.

It violated DBPR's established interpretation of CAM conduct during recalls.

It violated the licensure obligations imposed on CAMs and CAM firms.

It constituted electioneering using association resources during a statutory recall.
It was issued by a CAM company owned by an attorney who should have known better.
It is conduct that DBPR has historically disciplined.

These authorities collectively prohibit boards and management companies from using association resources to influence, interfere with, or advocate during a recall. Jedi Management's April 5, 2026 communication violated those prohibitions, which is why I accurately described it as "illegal."

11. Explain in sufficient detail for a reasonable person to understand the basis and support for the increase in bookkeeping services provided by you for Plaintiff, from \$1,000.00 per month 2022 to \$1,500.00 dollars in 2024.

RESPONSE: Plaintiff's records show that on January 1st, 2022 the bookkeeping services were invoiced at \$1400.00 per month. This entire statement is incorrect.

12. Explain in sufficient detail for a reasonable person to understand the basis and support for your termination of Paradise Pools H2O that was charging Plaintiff \$675.00 per month for pool services and then causing the Plaintiff to pay your company the same \$675.00 for the same services.

RESPONSE: I did not charge \$675 for the "same" services, I charged \$675 to maintain the pool properly. I reside 3 houses from the community pool. The Florida Department of Health requires that the water quality is tested daily for a public pool, and a log is maintained of the results, which LTS did as required. Paradise Pools H2O was originally owned by Chris Goodfellow who was the best in this area at maintaining a clean pool. Due to health reasons, he sold his business effective 3/30/2022. The purchasers of the entire operation, retained the name and acquired the accounts that the original owner had established, including "The Forest

Community Pool". The new owners either had no idea what they were doing or just didn't care, because there was a substantial increase in the complaints received from the residents and the Polk County Pool Inspector regarding the cleanliness of the pool water from the time that they took over... until the time that they were terminated. After consulting with Chris Goodfellow (Previous owner of Paradise Pools) and Rick LaFleur (Polk County Health Department Pool Inspector) on requirements and recommendations for a replacement company, it was determined that LTS Worldwide would assume the pool cleaning temporarily until a new service could be found, but after receiving the necessary training for the specific system in use here, it was decided that we would continue properly maintaining the pool, which we did until we ceased providing service January 1st 2025 due to lack of payment. Understood?

I, LARRY BASSETT, do hereby swear or affirm that I have personal knowledge of the above-stated facts and that they are true and correct to the best of my knowledge.

Date: August 28, 2026


Name: Larry Bassett

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on August 30, 2026, a copy of the foregoing was furnished to the parties via the E-filing Portal and or Email Transmission, as follows:

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