THE Needle Law Group

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August 18, 2022

VIA E-MAIL & UPS Overnight

Attn: Gwenn Dobson
Indian Hammock Hunt and Riding Club
32801 US HWY 441 N.,
#400
Okeechobee, FL 34972

With a copy to:

Attn: Fred Kretschmer
Brennan & Kretschmer
1443 20th Street.
Suite A
Vero Beach, FL 32960
flk@veroattorneys.com

Re: ***Email Dated August 13, 2022, Demand for Response, Mediation, and Arbitration***

To Whom It May Concern:

As you are already aware, this firm represents Mr. Ron Shoffet with regard to the numerous instances of selective enforcement and violations of the Book of Rules, Bylaws, and Declaration of Restrictions, hereinafter collectively referred to as the ("Association Documents"), committed by the Manager, Board of Directors, and generally by the Association of Indian Hammock. This firm is in possession of that email dated August 13, 2022, as well as the included attachments. Please let this letter serve as a response to your email dated August 13, 2022, and a follow up to that correspondence by our client dated July 26, 2022.

First, it is our position that the original decision made on July 17, 2022, by the Board of Directors is void under the Association Documents, and generally under the Law. The Association Documents were not applied nor followed. Despite the fact our client brought this to the attention of the Indian Hammock Hunt & Riding Club, hereinafter referred to as ("IH"), IH continues to misapply and/or blatantly ignore the procedural and substantive rules stated within the Association

Documents. To clarify, our client was never served, nor provided with notice of the original allegation, nor was he provided notice that a hearing would occur on or before July 17, 2022. No evidence was provided proving our client was involved in any alleged "speeding incident," and those individuals voting on whether our client should be fined were explicitly barred under the Association Documents from voting on such a matter. There are numerous other issues that make the decision on July 17, 2022, void as a matter of law. However, these are some of the factors to consider.

Second, it is not our client's responsibility to teach IH and the Board of Directors how to follow the Association Documents. It is also not our client's burden to defend against IH's grossly negligent and intentionally abusive conduct, which is explicitly contradicted by the Association Documents. Simply stated, if IH and the Board of Directors intentionally ignore the Association Documents and act with impunity, then IH is estopped from demanding our client follow certain rules related to appealing egregious conduct, which is either void, explicitly prohibited under the Association Documents, or an abuse of authority which opens the door to liability for IH.

Third, as further evidence of IH's disregard of the Association Documents and prior correspondence, IH unilaterally set a date for an "Appeal Hearing," despite the fact our client did not request a hearing. IH set an Appeal Hearing for August 27, 2022, yet IH did not inquire as to our client's availability, nor follow proper procedure, nor provide its attorney's contact information, nor respond to our client's correspondence prior to setting the Appeal Hearing. Instead, IH decided to act unilaterally, and with no regard as to the Association Documents, as it habitually does, to attempt to jam a [void] decision down our client's throat. In connection with the improperly set Appeal Hearing, and despite our client's prior correspondence, IH's notice of appeal is improper as it yet again includes an incorrect notice address. IH has been advised of this fact on numerous occasions. Therefore, the Appeal Hearing cannot occur, and any decisions made during the hearing would be void.

It should be noted that IH has issued numerous improper violation notices against our client to intimidate and frustrate our client. It is obvious that IH's goal is to frustrate and intimidate our client to the point he cannot utilize his property nor the common areas, violating the quiet enjoyment of his property, leaving our client with no alternative but to leave IH. On every occasion where the Board of Directors and IH have brought a violation notice or voted to fine our client, IH and the Board of Directors have later dropped the fine or violation as every notice and fine was either void, illegal, improper, unenforceable, or simply retaliatory in nature and without any merit. This violation by IH is no different.

Please let this correspondence serve as our firm's restated demand, in furtherance of our client's demand, which shall be produced via IH's counsel, Mr. Fred Kretschmer, Esq.: 1) copies of the evidence, and statements, produced at the July 17, 2022, meeting which corroborated any allegations against our client; 2) the original written complaint submitted to IH, which would warrant a violation notice, which led to the July 17, 2022, decision; 3) affidavits executed under oath by all Board of Directors as well as the Manager of IH confirming that each individual has never driven over the stated speed limits on IH Property; 4) a comprehensive list of any and all individuals, as well as their positions, if any, that the individual held, at the time of the vote relating

to this alleged speeding incident, whether on July 17, 2022, or prior; 5) a formal response to the statements and allegations contained within our client's correspondence dated July 26, 2022.

Finally, this correspondence shall serve as notice to all members and parties that IH's own abusive conduct has opened itself to liability. Our client has instructed our firm to aggressively defend its rights under the law and those Association Documents. The abusive conduct of IH is not covered by any insurance policies, and any judgements entered against IH in favor of our client, will be the direct result of the Board of Directors, its Manager, and will directly impact IH and its members, whether it results in the bankruptcy in the association or otherwise.

Our client recommended the outsourcing of the associations' management or hiring legal professionals to deal with legal matters, which this firm would encourage. However, as IH continually ignores the law and acts in direct contradiction of those Association Documents, as it has for more than the past nine (9) years, our client has no alternative but to demand mandatory pre-suit mediation in connection with the above disputes.

STATUTORY OFFER TO PARTICIPATE IN PRE-SUIT MEDIATION

Pursuant to section 720.311, Florida Statutes, this demand to resolve the dispute through pre-suit mediation is required before a lawsuit can be filed concerning the dispute. Pursuant to the statute, the parties are required to engage in pre-suit mediation with a neutral third-party mediator in order to attempt to resolve this dispute without court action, and the aggrieved party demands that you likewise agree to this process. If you fail to participate in the mediation process, suit may be brought against you without further warning.

The process of mediation involves a supervised negotiation process in which a trained, neutral third-party mediator meets with both parties and assists them in exploring possible opportunities for resolving part or all of the dispute. By agreeing to participate in pre-suit mediation, you are not bound in any way to change your position. Furthermore, the mediator has no authority to make any decisions in this matter or to determine who is right or wrong and merely acts as a facilitator to ensure that each party understands the position of the other party and that all options for reasonable settlement are fully explored.

If an agreement is reached, it shall be reduced to writing and becomes a binding and enforceable commitment of the parties. A resolution of one or more disputes in this fashion avoids the need to litigate these issues in court. The failure to reach an agreement, or the failure of a party to participate in the process, results in the mediator declaring an impasse in the mediation, after which the aggrieved party may proceed to court on all outstanding, unsettled disputes. If you have failed or refused to participate in the entire mediation process, you will not be entitled to recover attorney's fees, even if you prevail.

The aggrieved party has selected and hereby lists five certified mediators who we believe to be neutral and qualified to mediate the dispute. You have the right to select any one of these mediators. The fact that one party may be familiar with one or more of the listed mediators does not mean that the mediator cannot act as a neutral and impartial facilitator. Any mediator who

cannot act in this capacity is required ethically to decline to accept engagement. The mediators that we suggest, and their current hourly rates, are as follows:

1. Michael Bloom of Michael Bloom, P.A.; ($325.00 per hour) http://michaelsbloompa.com/alternative-dispute-resolution/
2. Michael Gelfand of Gelfand & Arpe, P.A.; https://gelfandarpe.com/wp-content/uploads/2019/08/MJG-Res-190730.pdf ($420 per hour) or
3. John Martin of UpChurch Watson White & Max; https://www.uww-adr.com/John-B--Marion--IV-10-302469.html ($475.00 per hour) or
4. Judith Lane of UpChurch Watson White & Max, https://www.uww-adr.com/biography/k-judith-lane-2 ($345.00 per hour) or
5. Ronald Friedman of Salmon & Dulberg Dispute Resolution, Inc.: https://www.nadn.org/pdf/Ronald-Friedman.pdf ($500.00 per hour) or

(Due to COVID restriction and in an effort to protect all parties, mediation will need to take place via zoom or other means of video conferencing)

You may contact the offices of these mediators to confirm that the listed mediators will be neutral and will not show any favoritism toward either party. The Florida Supreme Court can provide you a list of certified mediators.

Unless otherwise agreed by the parties, section 720.311(2)(b), Florida Statutes, requires that the parties share the costs of pre-suit mediation equally, including the fee charged by the mediator. An average mediation may require three to four hours of the mediator's time, including some preparation time, and the parties would need to share equally the mediator's fees as well as their own attorney's fees if they choose to employ an attorney in connection with the mediation. However, use of an attorney is not required and is at the option of each party. The mediators may require the advance payment of some or all of the anticipated fees. The aggrieved party hereby agrees to pay or prepay one-half of the mediator's estimated fees and to forward this amount or such other reasonable advance deposits as the mediator requires for this purpose. Any funds deposited will be returned to you if these are in excess of your share of the fees incurred.

To begin your participation in pre-suit mediation to try to resolve the dispute and avoid further legal action, please sign below and clearly indicate which mediator is acceptable to you. We will then ask the mediator to schedule a mutually convenient time and place for the mediation conference to be held. The mediation conference must be held within ninety (90) days of this date, unless extended by mutual written agreement. In the event that you fail to respond within 20 days from the date of this letter, or if you fail to agree to at least one of the mediators that we have suggested or to pay or prepay to the mediator one-half of the costs involved, the aggrieved party will be authorized to proceed with the filing of a lawsuit against you without further notice and may seek an award of attorney's fees or costs incurred in attempting to obtain mediation.

Therefore, please give this matter your immediate attention. By law, your response must be mailed by certified mail, return receipt requested, and by first-class mail to the address shown on this demand.

Sincerely,

Jeffrey J. Needle, Esquire
For the firm

CC Via Email

Daniel Shoffet, Esq
Shoffet Law Group, LLC

Kathryn Robinson, Esq.
Shoffet Law Group, LLC

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