

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA**

GAINESVILLE DIVISION

**FORUM Architects LLC., a
Limited Liability Corporation,**

1:07cv190 SPm

Plaintiff

v.

**ED CANDELA, PAT CANDELA,
BILL COX, SALLY FORTE,
DAWN CLARY, KAREN GOODE,
LARRY COHAN, LINDA COHAN,
MARSHA DREW, MIKE LINEBERGER,
TONY PHOTOPOLIS, LARRY
FELDHUSEN, DIANE SCHEER, STEVE
YOUNG, BETTY BERGER, STEVE
WEST, SALLY PRICE, NANCY
MOORE, PEGGY PAGE, DAVE
GATELIEN, GENIE STURTEVANT,
MICHAEL PETERS, FRANK HODGE,
GRACIE HODGE, EDITH McCRIMMON,
MIKE CLARY, JEAN DAWKINS,
GEORGE ROSS, AND MAXINE CORNER.**

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Defendants

Plaintiff, FORUM Architects, LLC., an Ohio limited liability corporation, by and through its undersigned attorneys, files this its Complaint and Demand for Jury Trial against the above named defendants, and alleges:

JURISDICTION AND VENUE

1. This action arises under 28 U. S. C. Section 1332, the diversity jurisdiction of this Court, as set forth with more specificity below, and that the amount in controversy is within this Court's jurisdiction.

2. The events giving rise to Plaintiff's claims occurred within this Court's jurisdictional area, i.e., the Northern District of Florida and venue is therefore proper in the Northern District of Florida, pursuant to 28 U. S. C. Section 1391 (b)(1) and (2).

PARTIES

3. The Plaintiff, FORUM Architects, LLC, is an Ohio limited liability corporation, with its principal place of business in Cleveland, Ohio. (FORUM Architects, LLC will hereinafter be referred to as "FORUM".)

4. FORUM has been retained by and is under contract to Izaak Walton Investors, LLC. Izaak Walton Investors, LLC owns or is under contract to purchase 6 parcels of riverfront property on the Withlacoochee River in Yankeetown, Levy County, Florida. (Izaak Walton Investors, LLC will hereinafter be referred to as "IWI".)

5. FORUM has been retained by and is under contract to IWI to design a mixed use development project on the subject 6 parcels in Yankeetown, Levy County, Florida.

6. Defendant, ED CANDELA, is a resident of Levy County, Florida, and was President, and one of the primary organizers of S.W.A.Y., an acronym for "Save Withlacoochee and Yankeetown", a group dedicated to stopping the development project of IWI. Defendant, CANDELA participated in S.W. A.Y. meetings and conspired with other members of S.W.A.Y., to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish its goal, regardless of the injuries caused.

7. Defendant, PAT CANDELA is a resident of Levy County, Florida and was a member of S.W.A.Y., and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y., to stop IWI's development of the 6 parcels of riverfront property in

Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

8. Defendant, BILL COX, is a resident of Levy County, Florida and was one of the original organizers of S.W.A.Y., and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

9. Defendant, SALLY FORTE, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, allowed her office to be utilized for S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

10. Defendant DAWN CLARY, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

11. Defendant, KAREN GOODE, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

12. Defendant, LARRY COHAN, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop

IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused. Defendant, COHAN was appointed Chairman of the Planning and Zoning Board in return for his participation in S.W.A.Y.

13. Defendant, LINDA COHAN, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

14. Defendant, MARSHA DREW, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, held meetings at her home, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

15. Defendant, MIKE LINEBERGER, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused. Defendant, LINEBERGER was appointed Vice Chairman of the Planning and Zoning Board in recognition of the role he played in S.W.A.Y.

16. Defendant, TONY PHOTOPOLIS, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop

IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused. In recognition for the role he played in S.W.A.Y., Defendant Photopolis was appointed to several Town committees by the newly elected Mayor, and Co-Defendant, DAWN CLARY.

17. Defendant, LARRY FELDHUSEN, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

18. Defendant, DIANE SCHEAR, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal.

19. Defendant, STEVE YOUNG, is a resident of Levy County, Florida and participated in S. W.A.Y. meetings and donated money to S.W.A.Y. He conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

20. Defendant, BETTY BERGER, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal.

21. Defendant, STEVE WEST, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop

IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal.

22. Defendant, SALLY PRICE, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused. Defendant, PRICE contributed money to S.W.A.Y., and was instrumental in the establishment of the "Save Yankeetown" Web Site, which published slanderous material about IWI's project as well as the principals of FORUM. Defendant, PRICE wrote articles for the local newspaper which were misleading for the sole purpose of misinforming and intimidating the voters of Yankeetown, Florida with respect to the up and coming council elections in the hopes that the officials who were members of S.W.A.Y. would be elected to the Town Council and stop any proposed development by IWI.

23. Defendant, NANCY MOORE, is a resident of Levy County, Florida and participated in S.W.A.Y. and held S.W.A.Y. meetings at her home. She conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, regardless of the injuries caused.

24. Defendant, PEGGY PAGE, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, in total disregard of the injuries caused.

25. Defendant, DAVE GATELIEN, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, in total disregard of the injuries caused.

26. Defendant, FRANK HODGE, is a resident of Levy County, Florida and hosted and participated in S. W. A. Y. meetings, as well as conspired with other members of S. W. A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy county, Florida, and to use any available mean to accomplish this goal, in total disregard of the injuries caused.

27. Defendant, GRACIE HODGE, is a resident of Levy County, Florida and hosted and participated in S. W. A. Y. meetings, as well as conspired with other members of S. W. A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy county, Florida, and to use any available mean to accomplish this goal, in total disregard of the injuries caused.

28. Defendant, EDITH McCRIMMON, is a resident of Levy County, Florida and participated in S. W. A. Y. meetings, as well as conspired with other members of S. W. A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida. Additionally she was a member of the Governor's Emergency Council and during her tenure on this Council met with S.W.A.Y. members at the office of another S.W.A.Y. member to continue S.W.A.Y.'s efforts and conspiracy to use any available mean to accomplish it's goal of delaying and stopping IWI's ability to development its property in Yankeetown, Florida.

29. Defendant, MIKE PETERS, is a resident of Levy County, Florida and

participated in S. W. A. Y. meetings, as well as conspired with other members of S. W. A.Y. to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy county, Florida, and to use any available means, including slander, defamation and invasion of privacy, by writing and publishing on the "Saveyankeetown" website, statements that were intentionally malicious with full knowledge of their falsity, to accomplish S.W.A.Y.'s goal, in total disregard of the injuries caused.

30. Defendant, MIKE CLARY, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y., including but not limited to, DAWN CLARY, MARSHA DREW, LARRY FELDHUSEN AND LARRY COHAN, to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, in total disregard of the injuries caused.

31. Defendant, MAXINE COMER, is a resident of Levy County, Florida and participated in S.W.A.Y. meetings, and conspired with other members of S.W.A.Y., to stop IWI's development of the 6 parcels of riverfront property in Yankeetown, Levy County, Florida, and to use any available means to accomplish this goal, in total disregard of the injuries caused.

FACTS

32. IWI is a developer desiring to develop 6 parcels of riverfront property, which it currently owns or is under contract to purchase, all of which parcels are located in Yankeetown, Levy County, Florida.

33. In the early months of 2005, representatives of IWI and FORUM began to meet with and work with each other and discuss ideas and proposals for the design of the mixed use development.

34. At the beginning of 2006, FORUM was formally retained by IWI to perform certain services for IWI, including but not limited to: filling out and submitting any applications required by any governmental agency for the mixed use development being planned by IWI in Yankeetown, Fla.; complete flood and zoning compliance applications; preparing surveys; preparing the environmental resource permit applications; and preparing a preliminary concept for the design and location of the buildings on the property. Further, it is the responsibility of FORUM to prepare an architectural study, survey, engineering, bathymetric studies, and present all environmental studies and applications to Southwest Florida Water Management District, and to meet with zoning officials and answer all questions raised and provide information, as needed.

35. In July of 2005, IWI met with various town officials of Yankeetown and advised of its intention to construct a mixed use development on the 6 parcels of property.

36. In October, 2005, elections were held for Town Council and Mayoral vacancies in the Town of Yankeetown, and Joanne Johannesson was elected Mayor. Once she was elected, it was determined that Mayor Johannesson was not anti-development, but was neutral, and met with IWI's representative and the Town Attorney, on December 19, 2005.

37. The remaining members of the Yankeetown Town Council included, Helen Ciallella, Dianne Blumgrin, Mary Pate, Dan Bowman, Glen Spetz, and Roger Myrick.

38. In late December, 2005 and early January, 2006, the individual Defendants named herein in Paragraphs 6 through 31 above began to meet, first at Defendant, NANCY MOORE'S house, and having proclaimed their opposition to development in the Town of Yankeetown, started to conspire first against the Town's elected officials to remove them from office, and then to stop any progress in IWI's development, as well as FORUM'S ability to perform under the contract between IWI and FORUM.

39. In December, 2005, various townspeople began to accuse Mayor Johannesson and then Town Zoning Official, Ray Wofciulewicz of secretly working with IWI and FORUM to advance the development of IWI's project.

40. In January of 2006, a group of Yankeetown citizens, as well as residents of Levy County, Florida met at the residence of Nancy Moore, discussed their position of anti-development, as well as the current Town's administration's position which was neutral to certain development, and decided to form a group nicknamed S.W.A.Y., which was the acronym for Save Withlacoochee and Yankeetown. The members of S.W.A.Y. collected funds, deposited them in the Capital City Bank in Levy County, and utilized the funds to spread rumors and inaccuracies about the current and recently elected Town Council, as well as the IWI development project.

41. At the request of Mayor Johannesson, the representatives of both IWI and FORUM met with a citizens group on January 7, 2006, which group included Defendants, Nancy Moore, Bill Cox, Dave Gatelien, Ed Candela, Linda Cohen and Diane Schear, to present the IWI development proposal and provide a C.D. copy to be made available at the Yankeetown library for public viewing.

42. Furthering the goals of S.W.A.Y to stop the development and interfere with FORUM's ability to perform under the subject contract with IWI, the information presented to the citizens group on January 7, 2006 was manipulated by Peggy Page and distributed to the citizens when it was published in the Newscaster newspaper which article contained a multitude of inaccuracies in describing IWI's project, and of course FORUM's design, as a high-rise development along the Withlacoochee River.

43. Neither the C. D. nor the information presented on January 7, 2006, was delivered to the Yankeetown library for public viewing as was represented to IWI.

44. On January 19, 2006, Town Attorney, Clark Stillwell, was fired by the Yankeetown Town Council, after the town council was informed that he was working secretly with IWI in forwarding their development interests. (He was later cleared of any wrongdoing by both FDLE and the Attorney General's Office.)

45. On February 13, 2006, IWI paid the required \$5,500 fee and submitted its formal request to Yankeetown to enter into Development Agreement negotiations pursuant to Florida Statute Chapter 163, as well as the Town's Land Development Code.

46. On February 15, 2006, a group of Yankeetown citizens, including many of the members of S.W.A.Y. submitted a petition for removal of then Mayor Johannesson from office, after having publicly maligned her claiming she was biased towards the IWI development.

47. On February 20, 2006, IWI and representatives of FORUM made a special presentation to the Yankeetown Town Council, and over 300 citizens, including the majority of those named as Defendants herein, in an attempt to inform them of the plans for the IWI development and quiet their fears.

48. On March 3, 2006 Councilwoman Helen Ciallella resigned amid members of S.W.A.Y.'s allegations of a conflict of interest, and threats of bodily harm, due to the fact that she had executed a purchase and sale contract for the sale of her riverfront property to IWI.

49. Ciallella was later cleared of any wrong doing by Florida Department of Law Enforcement as well as the Attorney General's Office.

50. On March 7, 2006, Defendant, Ed Candela, requested Councilwoman Diane Blumgrin to present the results of his door to door petition, which was subsequently determined to be fraudulent by Levy County Supervisor of Elections Connie Asbell, due to the fact that many of the 219 signatures were non-Yankeetown residents.

51. Mr. Cancellà's intentions were to continue his and S.W.A.Y.'s campaign of misinformation in an effort to manipulate a decision before the Town Council regarding IWI's proposed development.

52. On March 27, 2006, Stanley Moore was hired as the new Town Zoning Official after the ex-Zoning Official Ray Wojciulewicz resigned under pressure and in light of vicious and false rumors alleging that he was in favor of IWI's proposed development.

53. During the first half of 2006, IWI made numerous Public Records requests from the Town of Yankeetown, pursuant to Florida Statute 119.07. The requests concerned town meetings, workshops, the Yankeetown Town Charter and zoning regulations as well as ordinances. The majority of the requests went unfulfilled by the Town. The inquiries were made as a result of the numerous false rumors that began to circulate as S.W.A.Y.'s plan was put into motion by the named Defendants herein in an attempt to take control of the Yankeetown Town Council, and stall the progress of the acceptance of FORUM's submittals and applications for the development of IWI's riverfront property, and to throw so many roadblocks in both Forum's way and IWI's way that both Forum and IWI would simply walk away from the proposed development, and Forum would be unable to perform under its contract with IWI.

54. On April 30, 2006, a group of 49 S.W.A.Y members signed and submitted a letter to then Governor Bush alleging abuses of Town government.

55. On May 2, 2006, IWI submitted six "By Right" packages to Yankeetown for Flood and Zoning compliance review along with an application fee of \$4,795. The Flood and Zoning Compliance reviews were prepared by FORUM, as required in their contract with IWI. The packages submitted were:

A. Yankeetown Application Number: 06-08;

LEWIS STROUD & DEUTSCH, P.L.

- B. B's Marina – Yankeetown Application Number 06-09;
- C. Glen Speck Parcel – Yankeetown Application Number 06-10;
- D. Yankeetown Marina – Yankeetown Application 06-11;
- E. Waste Water Treatment Plant – Yankeetown Application Number 06-12;
- F. Cunningham Parcel – Yankeetown Application Number 06-13

55. On May 3, 2006, prior to processing IWI and FORUM's submittals, an angry mob, including S.W.A.Y. members Ed Candela and Larry Feldhusen in furtherance of the conspiracy to prevent IWI from progressing with the Town's approval for the development, gained access to Town Hall and removed parts of IWI and FORUM'S sealed development submittal which were addressed to Zoning Official Stanley Moore, prior to his review of them.

56. The portions of the sealed submittals which were unsealed and removed from Town Hall were then posted on the www.Saveeyankeetown.com website on May 4, 2006, and available for download.

57. Due to the continuing scheming of members of S.W.A.Y., including the named Defendants herein, the recent smear campaigns, anonymous allegations of illegal activity and improprieties and threats of injury, on May 11, 2006 Councilman Roger Myrick and Councilwoman Diane Blumgrin submitted their letters of resignation to Debbie Stines, Town Clerk, effectively immediately.

58. On May 14, 2006, S.W.A.Y. members and Defendants herein, Michael Peters, Sally Price, Eddie Oesterle and Larry Cohan, met with other Yankeetown residents to discuss the conflict over IWI's development. During the meeting Michael Peters advised that he had

control over Councilwoman, and Defendant Mary Pate's attendance at council meetings and in turn could control the town council's ability to obtain the necessary quorum.

59. On May 16, 2006, the Yankeetown Town Council passed a Motion to accept IWI's May 6, 2006 written re-request to enter into negotiations for a development agreement pursuant to Florida Statutes Chapter 163, and deposited IWI's \$5,500 application fee.¹

60. At the end of the May 16th town council meeting, Town Attorney, David LaCroix resigned, effective immediately.

61. On May 17, 2006, Debbie Stines, the Yankeetown Town Clerk of 17 years resigned effective the end of May, 2006.

62. On May 18, 2006, Mayor Johannesson was served with a recall petition.

63. On May 19, 2006, Mannus DeRijke, Chairman of the Yankeetown Planning and zoning commission submitted his resignation citing concern over possible litigation regarding the IWI development.

64. On May 24, 2006 Florida Department of Law Enforcement commenced an investigation of possible illegal activities including violation of Florida Sunshine laws as a result of receiving a voluminous number of letters, faxes, e-mails and phone calls from members of S.W.A.Y, including the named Defendants herein, in furtherance of their conspiracy to remove current elected and appointed officials and replace them with those members of S.W.A.Y. who were adamantly opposed to IWI's development of the 6 parcels of riverfront property, as designed by Plaintiff, FORUM.

¹ It is important to note that it was well in excess of one year before the Town of Yankeetown informed IWI that it would deny any application submitted to enter into development agreement negotiations.

65. On May 30, 2006, Yankeetown residents, led by S.W.A.Y. members, submitted their second recall petition to remove Mayor Johannesson from office to Supervisor of Elections Connie Asbell, claiming “malfeasance and misfeasance.”

66. On May 31, 2006, a letter was sent to Yankeetown from Stanley E. Moore, Zoning Official, acknowledging acceptance and approval of IWI’s flood and zoning compliance applications and identifying an additional fee of \$6,120 needed from IWI.

67. The May 31, 2006 letter, referenced in paragraph 66 above, identified a 30 day time limit for Town review of the detailed site plan.

68. At that time, IWI was directed by Zoning Official Stanley Moore to submit supplemental information and detailed site plans, which were subsequently submitted to Yankeetown on behalf of IWI by IWI and FORUM, on June 23, 2006 and September 1, 2006.

69. After the submittals, identified in paragraph 68 above, were submitted, the Town consistently delayed and obstructed the review of the IWI detailed site plan applications and the issuance of a building permit for the renovation of the existing restaurant at the Izaak Walton Lodge, submitted by FORUM, pursuant to their contract with IWI. Said delay was brought about by the Defendants herein espousing S.W.A.Y.’s position against development, and causing the intimidation of the elected and appointed officials who opposed S.W.A.Y.’s position, and wanted to provide neutral review of FORUM’s submittals on behalf of IWI. These delays were on properties for which IWI had obtained an approval for flood and zoning compliance. The delay and failure caused financial hardship and losses to FORUM as it was unable to perform under its contract with IWI, as a direct and proximate result of the deliberate, malicious and tortious interference with their contract with IWI.

70. It was not until November, 2006, after IWI filed a mandamus action demanding that a Writ of Mandamus be entered ordering Yankeetown to appoint a new Zoning Official,

that action to appoint such an official was taken by the Town. Absent the appointment of a zoning official, the projects designed by FORUM were stalled and completely at a standstill.

71. To date, the Town of Yankeetown, due to the intimidation, harassment, and threats of the defendants herein in furtherance of their conspiracy as members of S.W.A.Y., has failed to afford due process to IWI on any of its submittals, including but not limited to: the developments agreement negotiation request; small scale plan amendment application; atlas change application; flood and zoning compliance applications; detailed site plan applications; and IWI Lodge restaurant renovation permit. As a direct and proximate result of this failure to afford due process to IWI, due to the actions of Defendants herein, and their participation in the intimidation of elected and appointed officials, Defendants herein have tortiously interfered with, and placed FORUM in a position of inability to perform the terms and conditions and obligations agreed to in the contract with IWI, therefore causing FORUM substantial economic losses.

72. On June 20, 2006, The Florida Department of Law Enforcement announced that it was opening an official investigation with respect to the accusations contained in letters, emails, faxes, telephone calls and visits from Defendants, in furtherance of their conspiracy to replace those officials of the Town with members of S.W.A.Y. who disfavored IWI's development. The single characteristic of the allegations herein was a variety of accusations charging current and past elected and appointed Town of Yankeetown officials with a multitude of illegal and improper activities.

73. On June 23, 2006, IWI submitted a Detailed Site Plan, prepared by FORUM for IWI Lodge and Restaurant and the Riverside Marina.

74. On June 23, 2006, IWI submitted the Town of Yankeetown Comprehensive Plan Map/Text Amendment Application, prepared by FORUM, for the Speck Parcel.

75. On June 23, 2006, IWI submitted to the Town of Yankeetown a Zoning Atlas Amendment Application, prepared by FORUM, for the Speck Parcel.

76. On June 26, 2006, Town Attorney Warnstadt, without the approval of the remaining council members, sent a letter to the Governor of the State of Florida requesting assistance in the governance and operation of the Town.

77. On June 28, 2006, at the Mayor's Recall Hearing in Bronson, Florida, the Judge ordered a halt to the recall finding that the Mayor was not subject to a recall under State Statutes and the grounds stated in the petition were insufficient and unfounded.

78. Thereafter, on June 28, 2006, there was an unauthorized entry, by someone who had a key, into Yankeetown Town Hall. Copies of IWI documents were copied.

79. On July 3, 2006, Vice Mayor Mary Pate resigned, leaving the Town of Yankeetown Council without a quorum.

80. On July 12, 2006, Governor Bush appointed an emergency financial board to administer the financial business of the Town of Yankeetown, the majority of which was selected or suggested by Edith McCrimmon, an early participant in S.W.A.Y., and the conspiracy to unseat the current Yankeetown Council and other appointed officials.

81. In July, 2006, a special election was called by Governor Bush to be held on August 29, 2006, at which time Dawn Clary, Larry Feldhusen and Doug Dame were elected to fill empty council seats. The newly elected officials disfavored IWI's development, were members of S.W.A.Y., participated in the S.W.A.Y. conspiracy to stop the then current Town Council from approving IWI's submittals, and ran on a platform which was antidevelopment. As a result of the actions taken by Dawn Clary, Larry Feldhusen and Doug Dame, these Defendants tortiously interfered with FORUM's ability to perform the obligations required by

its contract with IWI, thereby causing FORUM economic injury as a direct and proximate result of this tortious interference.

82 On August 2, 2006, the Ethics Complaint filed by Bill Cox, as part of the S.W.A.Y. conspiracy, against Mayor Johannesson was dismissed for failure to constitute a legally sufficient complaint.

83. On August 26, 2006, Stan Moore, the former Zoning Official sent a letter to Mayor Johannesson thanking her for payment of his May invoice and reconfirming his approval of IWI's flood and zoning compliance applications.

84. On September 1, 2006, IWI submitted supplemental information for the Flood and Zoning Certificates of Compliance, prepared by FORUM, for Application 06-09 – B's Cypress Marina, 06-10 Speck Connell and 06-13, the Cunningham Parcel.

85. On September 1, 2006, IWI submitted complete Applications for Flood and Zoning Compliance Certificate packages, prepared by FORUM, for the Yankeetown marina.

86. On September 1, 2006, IWI submitted Detailed Site Plans, prepared by FORUM, for B's Cypress Marina, Speck Connell and the Yankeetown Marina.

87. On September 9, 2006, Councilman Glen Spetz became the fifth councilman to resign citing his disagreement with the views of Council members Clary, Dame and Feldhusen and concerns over potential litigation regarding their intentional delay and obstruction of the IWI development.

88. On September 15, 2006, Dan Bowman became the sixth council member of the Yankeetown Town Council to resign and in so doing stated his disagreement with the direction of the newly elected council members and concern over potential litigation regarding the IWI development.

89. On September 19, 2006, Mayor Johannesson resigned in a letter addressed to Governor Bush citing the inability of the town to function properly and ethically and requested that the town be turned over to the County for governing. In this letter, Mayor Johannesson stated that “It has now come to my attention that there are some who may have engaged in illegal and immoral actions to obstruct these property owners (IWI). These actions include the theft of development submittals and public documents, and the manipulation of Town codes and procedures to halt the administrative process.” These actions were undertaken as part of the stated purposes of the co-conspirators of S.W.A.Y.

90. With the resignation of Bowman and Spetz, the Town Council of Yankeetown was run by Clary, Feldhusen and Dame, the majority vote consisting of Feldhusen and Clary. Both Clary and Feldhusen were previously members of S.W.A.Y., co-conspirators, and participants in the actions which brought about the resignations of seated council members, the delay in approving and allowing IWI’s development to go forward, as well as the interference with FORUM’s ability to perform under the contract between IWI and FORUM. The resignations of Town officials were based on intimidation, threats, false accusations and charges which caused numerous investigations of town elected and appointed officials.

91. All individuals accused of these illegal and improper activities have been cleared of any wrong doing by FDLE as well as the Attorney Generals Office, but not until they had resigned their positions, suffered slanderous and defamatory allegations and accusations, been threatened with bodily and economic damage.

92. On September 29, 2006, a Notice of Appeal was filed against Zoning Official Stan Moore’s approval of IWI flood and zoning compliance approvals. This appeal was filed by S.W.A.Y. members, former Vice Mayor, Mary Pate, Former Financial Emergency Board

Member, Edith McCrimmon, and others, and was filed almost 4 months, or 120 days following Mr. Moore's approval.

93. In a further effort to delay, obstruct and interfere with FORUM's ability to perform under its contract with IWI, the Town of Yankeetown waited approximately 6 months to fill the vacancies of building official and zoning official for the Town.

94. Within approximately 1 month of being hired as an independent contractor for the Town of Yankeetown as the part time zoning official, having had no prior municipal work experience, Rebecca Jetton, after continually meeting with members of S.W.A.Y., issued a 53 page rejection of the development plan of IWI, which plan was drafted by FORUM, and met all of the Town's requirements. This rejection was done without jurisdiction to re-review the Plan, or reverse Stan Moore's prior approval, and further without providing a formal review of IWI's detailed site plan applications.

95. Several of the former S.W.A.Y. members and co-conspirators, as well as current town officials, i.e., Clary, Drew, Cohan and Feldhusen, continue to support the platform of S. W. A. Y., and in so doing meet in secret to achieve the goals of S.W.A.Y, thereby causing irreparable harm to FORUM.

96. In furtherance of the conspiracy, the majority of the newly elected Town Council passed a building moratorium on March 2, 2007, which for all intents and purposes will stop any further designing and/or construction of IWI's development, as the current Town Council has refused to recognize the development plans submitted by IWI prior to the enactment of the building moratorium, as pre-existing and not impacted by the moratorium.

97. In furtherance of the conspiracy, certain members of S.W.A.Y, including but not limited to Michael Peters, Ed Candella, and Sally Price have published false and malicious

statements concerning Peter Spittler, FORUM's representative on the "Save Yankeetown" website, which statements are available to the public for review.

COUNT ONE

Tortious Interference with a Business Relationship

98. Plaintiff, FORUM, re-alleges and reavers all allegations contained in Paragraphs 1 through 97 above, as if set forth fully herein, and further states.

99. That Defendants, ED CANDELA, PAT CANDELA, BILL COX, SALLY FORTE, DAWN CLARY, KAREN GOODE, LARRY COHAN, LINDA COHAN, MARSHA DREW, MIKE LINEBERGER, TONLY PHOTOPOLIS, LARRY FELDHUSEN, DIANE SCHEAR, STEVE YOUNG, BETTY BERGER, STEVE WEST, SALLY PRICE, NANCY MOORE, PEGGY PAGE, DAVE GATELIEN, GENIE STURTEVANT, MICHAEL PETERS, FRANK HODGE, GRCIE HODGE, EDITH McCRIMMON, MIKE CLARY, JEAN DAWKINS, GEORGE ROSS, AND MAXINE CORNER, were well aware of the business or contractual relationship between Plaintiff, FORUM and IWI and that this business relationship required certain submittal be drawn up and submitted on behalf of IWI, and was dependent upon the approval of IWI applications for the development of its property.

100. Defendants, named above in paragraph 99, were well aware that Stanley Moore had approved IWI's applications for zoning compliance by the date his resignation was effective, i.e., May 31, 2006, and that he reiterated his approvals in his letter of August 26, 2006.

101. Defendants, named above in paragraph 99, knew that by delaying and stopping IWI's ability to development its property the Plaintiff, FORUM could not fulfill the terms and

conditions set forth in the contract between it and IWI, as the development of the project would, for all intents and purposes die before construction and the final design phase would commence.

102. Defendants, named above in paragraph 99, knew that the current Town of Yankeetown's elected and appointed officials were of the opinion that IWI's submittals met all the necessary pre-requisites of the Town's zoning code, land use ordinances and comprehensive plan, and intended to act in such a way as to effectuate the commencement of the development.

103. Defendants, named above in paragraph 99, were so opposed to the commencement of the IWI development that they acted in such a way as to insure that the projects to be designed by Plaintiff for IWI, pursuant to the terms of the contract between IWI and FORUM, would not be approved, once the current town officials had been put under so much pressure that the majority of the Town Council, as well as the Mayor, Zoning Official and Attorney had resigned, and they took over the vacant council seats and appointed individuals who supported their position to the appointed Town positions left vacant.

104. The action of the Defendants, named above in paragraph 99, was intentional and constituted an unjustified interference with the relationship Plaintiff had with IWI, which interference caused non-performance under this contract. The Defendants named in paragraph 99 above acted in bad faith and with malicious purpose and in a manner exhibiting wanton and willful disregard for Plaintiff's rights.

105. Plaintiff has suffered great economic damages as a result of Defendants' tortious interference.

WHEREFORE, Plaintiff seeks compensatory damages against the individual Defendants, named above, both jointly and severally, which damages were caused by

Defendants' intentional and unjustified interference with Plaintiff's business relationship with IWI, which interference caused non-performance of the contract, and further seeks trial by jury of all issues so triable as of right by a jury, along with costs of suit, and all other damages this court deems just and proper. Further, Plaintiff reserves the right to amend to seek punitive damages, should such a claim be supported by discovery herein.

COUNT TWO

Conspiracy to Tortiously Interfere

106. Plaintiff re-alleges and reavers all allegations contained in paragraphs 1 through 105 above, and further states:

107. The above named Defendants, by organizing S.W.A.Y., whose sole purpose was to stop the development of IWI, and by hosting and attending meetings of S.W.A.Y, contributing funds to finance the operations of S.W.A.Y, participating in the scheme of spreading lies concerning the development of IWI, and by intimidating, threatening, causing false charges of illegalities and improprieties to be filed against the duly elected and appointed town officials, as well as Plaintiff's representatives and IWI's representatives, knowing full well that they would be tortiously interfering with the business and contractual relationship of Plaintiff with IWI continued with their plan and successfully delayed or stopped the ability of plaintiff to design the IWI development as called for in the contract between IWI and Plaintiff.

108. As a result of Defendants' conspiratorial actions, Plaintiff, FORUM has suffered great economic damages in the past and will so suffer in the future.

WHEREFORE, Plaintiff seeks compensatory damages against the above named Defendants, both jointly and severally, and further seeks trial by jury of all issues so triable as of right by a jury, along with costs of suit, and all other damages this court deems just and

proper. Further, Plaintiff reserves the right to amend to seek punitive damages should such a claim be support by the facts of this case.

COUNT THREE

Invasion of Privacy Against Michael Peters

109. Plaintiff re-alleges and reavers Paragraphs 1 through 5, 29, 32-40, 45, 47, 57, 58, 71, 91, and 97, as if set forth fully herein, and further alleges:

110. Defendant, Michael Peters has continually authored statements about Peter Spittler, FORUM's representative for IWI's Yankeetown project.

111. The statements made against Peter Spittler, and by association, against FORUM, are scandalous, false, and are highly offensive to Peter Spittler, FORUM, as well as to any reasonable person, if shown in the same light. the statements accuse Mr. Spittler, and FORUM of fraudulent activity, extortion and criminal behavior, not to mention lying and misrepresenting with unlawful intentions.

112. The statements have been made continually through the last quarter of 2006 as well as up to an including the current time.

113. On September 25, 2006, Mr. Peters directed Mr. Spittler to "on the next venture, can I suggest that You try a new tack? Try openness, honestly, working WITHIN the existing zoning, comprehensive growth plan. . . You just because you had a couple politicians (local and otherwise) in Your pocket," and went on to state that Mr. Spittler's goals and objectives were illegal..

114 Further, by way of example, on October 12, 2006, Defendant, Peters, in an open letter published on the Saveyankeetown website, Defendant, Peters suggest that Mr. Spittler ". . . try some honesty this time. . . ." "Leaving out the Fraud, EXTORTION and criminal behavior will catch many more flies than the vinegar we've been sold to date. " . . . since Mr.

Spittler attempted to STEAL from ALL of us, that not just the candidates should be replying to his lies and misrepresentations, it's all of us that will suffer the consequences of his unlawful intentions. . . . “

115. On August 8, 2007, Mr. Peters accused Mr. Spittler and IWI's representative, Jim Sherwood of having believed “that (per the former town attorney) they had everything (make that everybody) bought and paid for?”

116. On September 23, 2007, Mr. Peters accused Mr. Spittler of “Slander, piled on top of misrepresentation, lying, Fraud and Extortion.”

117. Clearly, labeling someone's company's representative as a slanderer, liar, who misrepresents, and commits fraud and extortion while having the belief that he had everyone bought and paid for is reprehensible, not to mention offensive to a reasonable person.

118. As these statements are false, and without foundation, Mr. Peters has chosen to slander FORUM, the plaintiff herein, by slandering its corporate representative.

119. As a result of Mr. Peters' intention false statements, FORUM has lost business and has otherwise been damages.

WHEREFORE, FORUM seeks compensatory damages against Mike Peters caused by his slander, and further seeks trial by jury of all issues so triable as of right by a jury, along with costs of suit, and all other damages this court deems just and proper. Further, Plaintiff reserves the right to amend to seek punitive damages should such a claim be supported by discovery herein.

Dated this 28th day of September, 2007.

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