

**IN THE CIRCUIT COURT FOR THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

BOCA GRAND CONDOMINIUM
ASSOCIATION, INC.,

Case No:

Plaintiff,

v.

TAMMY BARUCH,

Defendant.

COMPLAINT

COMES NOW, Plaintiff, BOCA GRAND CONDOMINIUM ASSOCIATION, INC. (“Association” or “Plaintiff”), by and through undersigned counsel hereby files this Complaint against TAMMY BARUCH (“Defendant”), and in support thereof states:

The Parties and Jurisdiction

1. This is an action for defamation resulting in damages in excess of \$30,000.00, for which this Court has jurisdiction.

1. Plaintiff is a not-for-profit corporation and condominium association organized under the laws of the State of Florida and is the entity responsible for the operation of the Condominium. Moreover, the Association enforces all covenants and restrictions as contained in the Association’s Declaration of Condominium, the Articles of Incorporation, the Bylaws, the Rules and Regulations, as well as all the statutory rights provided in Chapter 718, Fla. Stat., (“Governing Documents”).

2. Defendant is an individual and is a resident of and/or owns property in Palm Beach County, and is otherwise sui juris.

3. Defendant owns the condominium unit located at #406 (“Unit”).
4. By virtue of the Governing Documents, Defendant is bound by and must adhere to the terms and conditions set forth therein. Defendant is or should be in possession of the Governing Documents.
5. Jurisdiction and venue are proper as the cause of action arose in Palm Beach County, Florida, where the property is located.
6. All conditions precedent to the filing of this action have been performed, satisfied, or waived.
7. The Association has retained the Shir Law Group, P.A. to represent it in this matter and has obligated itself to pay for services rendered.

Factual Background

8. Defendant owns Unit in the subject condominium building and is therefore a member in the Association.
9. Member David Rosenberg (“Rosenberg”) is the current President of the Association’s Board of Directors (“Board”).
10. Naomi Ehrlich is the property manager for the Association (“Ehrlich”).
11. Approximately within the past few months, Defendant made false and inflammatory verbal and/or written statements against Plaintiff, Rosenberg and/or Ehrlich, while acting in their capacity to carry out Association duties, responsibilities, and decisions.
12. The defamatory statements were communicated and/or published at Board meetings, through an electronic medium, and/or in a personal manner to other Association members and/or third parties.

13. The defamatory statements made by **Defendant** included, but are not limited to the following:

- a. That Association conducts illegal activity by retaining Rosenberg's brother, Daniel, for construction/design contract(s);
- b. That the Board, Rosenberg, and/or Ehrlich did not disclose the retention of Rosenberg's brother for construction contract(s);
- c. That the Board contracts with Rosenberg's brother to perform work that totals over one million dollars (\$1,000,000.00) without getting quotes from other third party vendors;
- d. That Ehrlich receives kickbacks from third party contracts for repairs being done in the building, including kickbacks from contracts with Rosenberg's brother;
- e. That the Board and/or Rosenberg is corrupt;
- f. That Rosenberg uses Association staff for personal services.
- g. That Ehrlich and Rosenberg are involved in an inappropriate relationship;
- h. That Ehrlich is receiving a twenty-five thousand dollar (\$25,000.00) raise;
- i. That Ehrlich is earning an undeserved salary;
- j. That Ehrlich takes two and a half (2.5) hour lunch breaks;
- k. That Ehrlich uses Association time to manage another property;
- l. That the Board designated a twelve thousand dollar (\$12,000.00) bonus in the budget specifically and only for Ehrlich;

COUNT I: DEFAMATION

14. Plaintiff reavers and reincorporates paragraphs 1 – 13 as fully stated herein.

15. Defendant makes defamatory statements to other members of the Association and to other persons, alleging that Plaintiff has conducted or permitted all sorts of nefarious, unethical, and illegal activities.
16. Defendant knew or should have known that the defamatory statements regarding the Plaintiff were false and/or were made with conscious disregard of the truth.
17. Defendant's defamatory statements concern, among other things, the way and how the Association conducts and transacts business, its relationship with its property management company, and its contractors, vendors, and agents; and constitute defamation per se.
18. As a direct and proximate cause of Defendant's defamatory statements to the members of the Association and others, Plaintiff suffers damages as the reputation of Plaintiff is harmed and the veracity of Plaintiff's statements and assertions suffers as to its community and all those third parties with whom it transacts business.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a judgment for damages against Defendant, and costs as applicable by law, as well as any other such further relief as this Court deems just and proper

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury on all issues so triable.

Respectfully submitted this 30th day of December 2022.

SHIR LAW GROUP, P.A.
2295 N.W. Corporate Blvd., Suite 140
Boca Raton, Florida 33431
Phone: 561-999-5999

Fax: 561-893-0999

By: /s/ Guy M. Shir

Guy M. Shir, Esq., Fla Bar No. 114863

Primary Email: gshir@shirlawgroup.com

Service Email: Office@shirlawgroup.com

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