IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No. _____

_____

JONATHAN GARBERG, FRED SILVERMAN, SUSAN FELDMAN AND KEVIN SCHEINER, *on behalf of themselves and all others similarly situated,*

CLASS REPRESENTATION

Plaintiffs,

vs.

KINGS POINT RECREATION CORPORATION, A FLORIDA NOT-FOR-PROFIT CORPORATION; VESTA PROPERTY SERVICES, INC., A FLORIDA CORPORATION (F/K/A/ "POINT MANAGEMENT, INC.") BOTH AS AGENTS OF THE KINGS POINT CONDOMINIUM ASSOCIATIONS, SPECIFICALLY APPOINTED TO MANAGE THE KINGS POINT CONDOMINIUM RECREATIONAL ASSETS; AND THE KINGS POINT CONDOMINIUM ASSOCIATIONS [1]

Defendants.

_____/

COMPLAINT

COME NOW Plaintiffs Jonathan Garberg, Michael Lobel, Fred Silverman, Susan Feldman, and Kevin Scheiner, on behalf of themselves **("Lead Plaintiffs**") and all others similarly situated, ("**Plaintiffs**") by their undersigned counsel, Michael E. Zapin, Esq., of the Law Offices of Michael E. Zapin, and sue the above-captioned Defendants, Kings Point Recreational Corporation, a Florida Not-fo-Profit Corporation ("**Defendant KPRC**"),

[1] See attached addendum for identities of individual defendant-condominium associations of Kings Point, collectively referred to herein as the "Kings Point Condominium Associations" or "Associations."

NOT A CERTIFIED COPY

FILED: PALM BEACH COUNTY, FL, MICHAEL A. CARUSO, CLERK, 09/29/2025 06:50:16 PM

Vesta Property Services, Inc., a Florida Corporation (f/k/a "Point Management, Inc.") ("**Defendant Vesta**"), both as agents of The Kings Point Condominium Associations, specifically appointed to manage the Kings Point Condominium Recreational assets; and the Kings Point Condominium Associations (the "**Associations**") (collectively, the "**Defendants**"), and respectfully allege as follows:

I. JURISDICTION , VENUE AND RELIEF SOUGHT

1. This is a putative class action for a declaratory judgment pursuant to the Florida Declaratory Judgment Act, Chapter 86 of the Florida Statutes, seeking a determination that the Defendants have all violated § 718.303 Florida Statutes ("Real and Personal Property Condominiums | Obligations of owners and occupants; remedies") (the "**Statute**" herein). The relief sought are money damages against Defendants exceeding $50,000.00 for depriving and chilling Plaintiffs from their use and enjoyment of the Associations' recreational assets (which constitute "common facilities" under the Statute) ("**Recreational Assets")** exclusive of interest, court costs and attorney's fees; prohibitory injunctive relief to stop the Defendants from committing further violations of the Statute; and mandatory injunctive relief compelling Defendants to comply with each and every due process safeguard set forth in the Statute; all such causes and relief being within the jurisdiction of this Court.
2. Venue is appropriate in this Court since the property and interests derived therefrom, as well as the parties and the acts that form the basis of this Complaint are all situated within the Kings Point Community in Palm Beach County, Florida.

NOT A CERTIFIED COPY

II. PARTIES

3. Lead Plaintiffs and all other Plaintiffs similarly situated, are individuals that within the last four years own or did own or lawfully occupied or continue to occupy at all relevant times hereinafter mentioned, real property in one or more of the 91 Associations that make up the Kings Point Condominium Associations, a community that is comprised of approximately 7,200 units and home to approximately 12,000 residents at any given time, and suffered deprivation of the use and enjoyment of the Recreational Assets due to unlawful suspensions imposed by Defendants in violation of the Statute, over the last four years, or live in fear that if they commit a purported violation of Defendant KPRC's unlawful bylaws or other rules and regulations, that they will not be protected by the procedural safeguards that the Statute seeks to implement.

4. Thus, the class of Plaintiffs consists of two overlapping classes that constitute all of the residents of Kings Point over the last four years : the *first*, (a.) suffering (or having suffered) deprivation of use and enjoyment of Recreational Assets by means of an unlawful suspension; (b.) suffering a chilling effect that continued and/or continues to curtail their full use and enjoyment of the Recreational Assets out of fear of being unlawfully subjected to suspensions; and all such Plaintiffs seek a declaratory judgment, injunctive relief and monetary damages for sums they were required to pay as monthly assessments for use and enjoyment of the common facilities during a term of unlawful suspension, as well as monetary damages for the chilling effect and practical curtailment such chilling effect has had on their full use and enjoyment of the Recreational Assets out of fear of future

NOT A CERTIFIED COPY

unlawful suspensions; and the *second* class, (a.) suffered or continues to suffer a chilling effect that continued and/or continues to curtail their full use and enjoyment of the Recreational Assets out of fear of being unlawfully subjected to suspensions, and such Plaintiffs are seeking declaratory relief and injunctive relief, along with monetary damages for the chilling effect and practical curtailment such chilling effect has had on their full use and enjoyment of the Recreational Assets out of fear of unlawful suspensions in such amount the court deems just and appropriate.

5. Upon information and belief, notwithstanding such unlawful suspensions, all Plaintiff homeowners, mandatorily pay "recreation maintenance assessments" to Defendant KPRC, which, for the twelve months of operation ending December 31, 2023, yielded Defendant KPRC collective revenue in the amount of $20,848,232.00 of total revenue of $23,053,073.00. Thus, most revenue of Defendant KPRC is derived directly from Plaintiff homeowners.
6. Defendant KPRC is a Florida Not-for-Profit Corporation that was formed on August 31, 2012, with principal offices located at 7000 W. Atlantic Avenue, Delray Beach, Fl 33446, whose purpose, upon information and belief, was to operate the Kings Point Recreational Area (described infra) and to receive the operating assets (i.e., the Recreational Assets) and liabilities of the Recreational Area, all of which Recreational Assets in the Recreation Area are owned by the individual Defendant Associations as tenants in common and used by the homeowners and other occupants of the 91 Associations in Kings Point. The Recreational Assets serve approximately 7200 condominium unit owners who are each a member in

NOT A CERTIFIED COPY

one of the 91 Associations, which operate condominiums pursuant to various declarations of condominium. A description of the Kings Point Recreational Assets is attached hereto and made a part hereof as **EXHIBIT A.** The condominiums are all located in the Kings Point Community in Delray Beach, County of Palm Beach, State of Florida.

7. Upon information and belief, Defendant Vesta (formerly known as Point Management, Inc.) is a Florida For-Profit Corporation, with principal offices located at 245 Riverside Avenue, Suite 300, Jacksonville, FL 32202 and manages the Recreational Area including the Recreational Assets under the Recreation Area Management Agreement as Amended and Restated as of January 1, 2006 (the "**Service Area Management Agreement**") originating from that certain Master Recreation Area Management Agreement dated January 1, 1990, duly recorded in the Official Records of Palm Beach on July 20, 1992 at ORB 7327 Pg 707. Upon information and belief, a purported "extension" of the Service Area Management Agreement was entered into on June 6, 2019, between Defendant Vesta and the Board of Directors of Defendant KPRC to commence on January 1, 2020, and to terminate on December 31, 2024, under a new contract name, "Kings Point Management Agreement."
8. Upon information and belief, the Kings Point Management Agreement was further extended for another five years commencing January 1, 2025, upon the same terms and conditions as the June 6, 2019, version. Upon information and belief, defendant Vesta handles the day-to-day management of the Recreational

NOT A CERTIFIED COPY

Assets at the plenary discretion of Defendant KPRC and more specifically, the Defendant Associations that actually own the Recreational Assets.

9. Upon information and belief, Defendant Associations are comprised of 91 individual condominium associations (*identified in the Addendum annexed and made a part hereto*) and are the lawful owners of the Recreational Assets, currently owned as tenants in common.

III. INTRODUCTION

10. Plaintiffs bring this action on behalf of themselves and a class of similarly situated current and former unit owners and other occupants in Kings Point, Delray Beach, Florida, who either have been subjected to the unlawful suspension of their use and enjoyment of the Kings Point Recreational Assets by Defendants who have willfully violated Statute, by ignoring the procedural safeguards and processes that the Statute prescribes, or live in fear of being unlawfully suspended by Defendants by their similar disregard of the due process safeguards implemented by the Statute.

11. Defendant KPRC and Defendant Vesta have acted as managers and agents of the Defendant Associations, exercising control over the Recreational Assets (i.e., *owned by the Associations and used by unit owners and their lawful occupants)* and enforcing rules that directly impact unit owners' and their lawful occupants' statutory rights, while refusing to comply with the Statute on the basis that Defendant KPRC *itself*, is not a "condominium association."

NOT A CERTIFIED COPY

12. Defendants' violations of the Statute are knowing and willful. Upon information and belief, shortly after Defendant KPRC's formation on August 31, 2012, it sought a declaratory judgment by May 17, 2013, petition to the Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes (the "**Division**"), that § 718.103(2) of the Florida Statutes, was not applicable to Defendant KPRC. Significantly, neither the Petition nor the November 15, 2013, Order by the Division mentioned the applicability or non-applicability of the *Statute* at issue in this lawsuit; thus ordinary principles of *res judicata* simply do not apply.

13. The only substantive finding by the Division was that Defendant KPRC was not *by definition*, a "condominium association" - falling way short of the mark of the more and most important question: **Even though Defendant KPRC is not *itself* a "condominium association," under a theory of "principal and agent" – more specifically, *as a manager and agent* for its principals: the Associations (*themselves bound by the Statute*) - was Defendant KPRC's conduct (*and Defendant Vesta's conduct as well*) as managers and agents for the Associations, subject to the Statute?**

14. Plaintiffs aver the question should be answered in the *affirmative*; that the conduct of *all* Defendants is subject to the Statute.

15. Upon information and belief, Defendant KPRC sought such a narrowly tailored administrative determination to give it and all other interested parties a false sense of security (*or insecurity*) that inasmuch as Defendant KPRC was not itself *by definition* a "condominium association," that (a.) it was not subject to the

NOT A CERTIFIED COPY

Statute, (b.) it was free to implement whatever rules and regulations it saw fit and (c.) it could enforce such rules and regulations in whatever manner it chose to do so, *irrespective* of whatever egregious violations of the Statute its conduct might otherwise constitute.

16. That Defendant KPRC exploited the narrow ruling of the Division's November 13, 2013 Order as pretext, to intentionally circumvent and violate the terms and procedural safeguards mandated by the Statute, which knowing circumvention constitutes a willful violation thereof. That the bylaws of Defendant KPRC stand codified in knowing derogation of the Statute.

17. Defendant Vesta, charged with the day-to-day management of the Recreational Assets is equally culpable. Its roots as an agent for the Associations is long-standing, its origins contained in the January 1, 1990 "Master Recreation Area Management Agreement docketed July 20, 1992, at ORB 7327 PG 707 in the Official Records of the Palm Beach County Clerk. Therein, Defendant Vesta's predecessor-in-interest, Point Management, Inc, was a party to such Agreement and designated by the Agreement as "the Management Fiirm," wherein all interested parties acknowledged that (ORB 7327 PG 714) :

> **Everything done in managing the Recreation Area and other common facilities, if any, utilized at the Kings Point Project by the Management Firm under the provisions of this Agreement shall be done as agent for the Associations....**

(underscored emph. supplied)

18. Thus, Defendant Vesta, expressly acknowledged through its predecessor-in-interest that it functioned as an agent of the Associations, and either knew or

NOT A CERTIFIED COPY

should have known, that as an agent of the Associations, it was bound by the same Statutory regulations as the Defendant Associations themselves.

19. Significantly, both Defendant KPRC and Defendant Vesta *exploited* Plaintiffs, knowing that the residents of Kings Point - a "55 and over" Community were in actuality a population where - upon information and belief - the average age of each resident is between 70 and 80 years, and said Defendants knew that most Plaintiffs would not have the mental or physical fortitude to challenge Defendants' unlawful rules, regulations and enforcement policies.

20. Plaintiffs accordingly seek declaratory and injunctive relief to ensure that Defendants are held accountable under the Statute and that affected unit owners and their lawful occupants —past and present—are protected from further violations. Plaintiffs also seek monetary damages to compensate them for wrongful suspensions that were imposed on them in violation of the due process safeguards prescribed by the Statute that must be strictly adhered to before such suspensions may be imposed and "may not be waived" according to the Statute. Notwithstanding such unlawful suspensions suffered by Plaintiffs, the Plaintiffs were nonetheless forced to endure paying monthly assessments allocated towards maintenance of the Recreational Assets of which they were deprived from enjoying during the unlawful period of suspension. All Plaintiffs also seek monetary damages to compensate them for the chilling effect and curtailment of their full use and enjoyment of the Recreational Assets such unlawful suspensions caused, in such amount the Court deems fair and reasonable.

NOT A CERTIFIED COPY

IV. CLASS REPRESENTATION ALLEGATIONS PURSUANT TO FL. R. CIV. P. RULE 1.220

A. Identification of the Putative Class

21. Plaintiff brings this action pursuant to **Fla. R. Civ. P. 1.220(b)(2) and (b)(3)** on behalf of a class defined as two overlapping sub-classes as follows:

Class A

All persons who, at any time during the four (4) years preceding the filing of this action, owned or lawfully occupied a condominium unit in Kings Point, Delray Beach, Florida, and were subject to suspensions of their use and enjoyment of the Kings Point Recreational Assets while still being compelled to pay a portion of their monthly assessments directly or indirectly to Defendant KPRC to fund the use and maintenance of the Recreational Assets; these Plaintiffs also suffered and/or continue to suffer a chilling effect and curtailment of their continued full use and enjoyment of the Recreational Assets such unlawful suspensions caused, out of fear that they become selected again for additional unlawful suspensions.

Class B

All persons who, at any time during the four (4) years preceding the filing of this action, owned or lawfully occupied a condominium unit in Kings Point, Delray Beach, Florida that live (or lived) under the threat of unlawful suspensions by Defendants that caused a chilling effect and curtailment of their full use and enjoyment of the Recreational Assets, out of fear of being unlawfully suspended.

(collectively referred to as "**Plaintiffs**" or "**Class Plaintiffs**")

B. Numerosity

22. The members of the Class Plaintiffs are so numerous that separate joinder of each member is impractical since at any given time, there are approximately 12,000 residents in approximately 7200 units that are or were or may have been affected by the subject matter of this lawsuit, some of whom may have

NOT A CERTIFIED COPY

already relocated outside the confines of Kings Point, unaware of their rights. Although most Class Plaintiffs are *unknown* to Lead Plaintiffs, they are all known to the Defendants, who have books and records that identify the Class Plaintiffs and as to Class A Plaintiffs, that were subjected to the wrongful suspensions imposed by Defendants.

C. Commonality

23. There are questions of law and fact common to the class, including:

    a. Whether Defendants KPRC and Vesta acted as agents of the Defendant Associations;
    b. Whether the conduct of Defendants KPRC and Vesta as agents of their principal, is subject to the Statute;
    c. Whether unit owners and their lawful occupants had their statutory rights violated.

24. Lead Plaintiffs are seeking, among other relief, a Declaratory Judgment that Defendants' actions are subject to and have violated the strict statutory prescriptions of the Statute, by virtue of their respective agency and/or managerial capacities (i.e., *as to Defendants KPRC and Vesta)* that solely emanate and extend from and were authorized by the individual Defendant Associations (i.e., *the lawful owners of the Recreational Assets)* with specific regard to the management of the Kings Point Recreational Assets.

25. An affirmative (or negative) finding that Defendants are indeed (or not) subject to the prescriptions of the Statute, would be dispositive as to all Plaintiffs - *Lead Plaintiffs and Class Plaintiffs alike* - since the legal issue is identical for all such Plaintiffs, and the factual circumstances are virtually identical for all such Plaintiffs, namely, the unfair suspension by the Defendants of the

NOT A CERTIFIED COPY

Plaintiffs' use and enjoyment of the Recreational Assets without Defendants' compliance with the strict procedural due process safeguards mandated by the Statute (c.f., § 718.303(3)(b) "A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' notice to the unit owner… and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association…" etc.), or fear of imposition of unlawful suspension in violation of the Statute, with regards to Plaintiffs' future conduct.

26. Upon information and belief, all such Plaintiffs share a substantially similar commonality of facts, namely, the arbitrary and capricious and unilateral determination of each's respective suspension by Defendant Vesta's Regional President, Lisa Manzione ("**Ms. Manzione**"), purportedly acting pursuant to certain bylaws enacted by Defendant KPRC, in substantial derogation of the duties imposed by the Statute, which duties may not be modified or waived, if the waiver would adversely affect the rights of a unit owner or lawful occupant or the purpose of a provision of the Statute, (*which in these instances, d*id) all pursuant to the Statute, or the sufferance of a chilling effect and curtailment of their full use and enjoyment of the Recreational Assets out of fear of being unlawfully suspended.

NOT A CERTIFIED COPY

D. Typicality

27. Plaintiffs' claims are typical of the class, as Plaintiffs were subject to the same enforcement regime and statutory disregard of the Statute. In each case, Lead Plaintiffs and proposed Class A members alike, were not given e.g., the mandatory 14 day's written notice and opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. According to the Statute, the role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. None of these procedures were followed by the Defendants, in derogation of the Statute, which provides at 718.303(2) "A provision of this chapter may not be waived if the waiver would adversely affect the rights of a unit owner or the purpose of the provision…"

28. Upon information and belief, in most, if not all such cases, Defendant Vesta's Ms. Manzione unilaterally and unlawfully imposed 30–60-day suspensions

NOT A CERTIFIED COPY

upon homeowners and/or their lawful occupants, notwithstanding that Ms. Manzione was a director of Defendant KPRC, expressly proscribed by the Statute.

E. Adequacy of Representation

29. Plaintiffs will fairly and adequately protect the interests of the class and upon information and belief, have no conflicts with other members. Plaintiffs seek declaratory and injunctive relief, and money damages that can be reasonably ascertained by calculating the amount of monthly assessments that were allocated towards the Recreational Assets all Lead Plaintiffs and "Class A" members were deprived of during the period of suspension, and determining its value as damages, where the periods of suspensions were, for the most part, uniformly imposed for either a 30-day or 60-day duration (with limited exceptions). All Lead Plaintiffs and Class Members suffer the same or substantially similar chilling effect hampering them from fully enjoying the Recreational Assets out of fear of being unfairly suspended.

a. Declaratory Relief

30. The Defendants have acted on grounds applicable to all the members of the class, making injunctive and declaratory relief appropriate for the entire class under Florida Rules of Civil Procedure, Rule 1.220(b)(2), by violating their procedural due process safeguards set forth in the Statute. The representative Lead Plaintiffs seek final declaratory relief finding Defendants were each subject to the Statute and could not circumvent its terms by forming and relying

NOT A CERTIFIED COPY

upon (*as they di*d) a separate entity (KPRC) to manage the Recreational Assets that did not itself meet the strict definition of a "condominium."

b. Common Predominance

31. Alternatively, common questions predominate and a class action is superior to individual actions under Rule 1.220(b)(3), especially given the transient nature of the population and the systemic nature of the violations.

32. The question to be answered by this Court, is not whether Defendant KPRC is "saved" by the fact that it is not itself a "condominium" by definition, but whether Defendant KPRC (*along with Defendant Vesta*) was/were manager(s) or (an) agent(s) of the individual Defendant Associations, which were very much subject to the Statute. Under well-established authority and precedent dating back to the time of the Roman Empire, the theory of *principal and agent*, will hold Defendant KPRC and Defendant Vesta to the terms and proscriptions of the Statute, and consequently, jointly and severally liable with the Defendant Associations, for intentionally circumventing and violating its terms.

33. The question of law common to the class, i.e., whether the captioned Defendants KPRC and Vesta were subject to the Statute by virtue of their status as managers and/or agents of the Defendant Condominium Associations, (*along with Defendant Associations*), predominate over the questions affecting individual members of the class. Those questions, such as whether a class member committed any specific wrongdoing (e.g., *wearing Bermuda shorts in the community theatre*, or e.g., *walking across a Kings Point golf course*) that could possibly have earned him/her a suspension had the Defendants actually

NOT A CERTIFIED COPY

complied with the Statute, seem incidental at best, since the entire process was uniformly tainted against all Lead Plaintiffs and class members. With the process aptly poisoned, the Court never reaches the particulars of any alleged wrongdoing of Lead Plaintiffs or class members.

V. FACTUAL ALLEGATIONS OF LEAD PLAINTIFFS

COUNT I: VIOLATION OF PLAINTIFF JONATHAN GARBERG'S STATUTORY RIGHTS

34. Plaintiffs repeat paragraphs 1 through 33 above as though more fully set forth at length herein.

35. Lead Plaintiff Jonathan Garberg ("**Plaintiff Garberg**") is an owner and resident at 311 Normandy G, one of the condominium associations of the Kings Point Condominium Associations and otherwise *su juris.*

36. On or about November 21, 2023, Plaintiff Garberg received a letter from Ms. Manzione on behalf of Defendant Vesta, alleging that Plaintiff Garberg had caused a "disturbance" at the Flanders Clubhouse during a "Vesta Meeting" and said letter levied and imposed a 60-day suspension of recreation privileges and suspension of Plaintiff Garberg's bar code *(otherwise used to permit quick resident access through the security gates*) in violation of the Statute.

37. The suspension was in violation of the Statute for the following reasons:

    a. Defendants' levied a suspension that did not provide Plaintiff Garberg with any notice of hearing or opportunity whatsoever to submit evidence, whereas the Statute provides a minimum of 14 days written notice and an opportunity for a hearing;

NOT A CERTIFIED COPY

b. Defendants' levied suspension failed to adhere to the hearing formalities set forth in the Statute, at section 718.303(3)(b) (e.g., *hearing to be held before committee of at least three members appointed by the board who are not officers, directors, or employees of the association, etc.*).

c. The November 21, 2023, suspension letter makes clear that Defendant KPRC's bylaws are themselves written in derogation of the Statute for failing to provide Plaintiff Garberg with the mandatory due process safeguards prescribed by the Statute at § 718.303(3)(b), which process cannot be waived "if the waiver would adversely affect the rights of a unit owner or the purpose of a provision" (§ 718.303(2)).

d. By November 21, 2023 letter, Defendant Vesta on behalf of the Board of Directors of Defendant KPRC unilaterally confirmed the suspension without utilizing the Statute's disinterested committee for the purpose of making such decision and wrongfully imposed the suspension against Plaintiff Garberg.

38. By virtue of the forgoing Plaintiff Garberg is entitled to injunctive relief against Defendants preventing them from further imposing unlawful suspensions and compelling Defendants to comply with the strict requirements of the Statute, and awarding Plaintiff Garberg money damages for his deprivation of use and enjoyment of the common Recreational Assets while being forced to pay a portion of his monthly assessments for the maintenance of the Recreational Assets during the term of suspension, and additional money damages for the practical chilling effect and curtailment of his full use and enjoyment of the

NOT A CERTIFIED COPY

Recreational Assets such unlawful suspension(s) has/have caused and continue(s) to cause, and such other relief the Court deems proper.

COUNT II: VIOLATION OF PLAINTIFFS FRED SILVERMAN'S AND SUSAN FELDMAN'S STATUTORY RIGHTS

39. Plaintiffs repeat paragraphs 1 through 33 above as though more fully set forth at length herein.

40. Lead Plaintiffs Fred Silverman and Susan Feldman ("Plaintiffs Silverman and Feldman") are owners and residents at 252 Piedmont F, Delray Beach, FL 33484, one of the condominium associations of the Kings Point Condominium Associations and otherwise *su juris.*

41. On or about March 15, 2024, Plaintiffs Silverman and Feldman were approached by an alleged Kings Point representative at approximately 7:00 pm at a Kings Point Golf Course and were advised that they would have to surrender their badges and that their bar codes would be deactivated for alleged "unlawful walking" across the said golf course.

42. Plaintiffs complied with the surrender, and their vehicle bar codes were immediately deactivated, causing said Plaintiffs aggravation, inconvenience and hardship since it affected their ability to efficiently enter the security gates of Kings Point on the "resident side" as they were forced to enter on the "guest side" subjected to longer entrance times, and the added insult of being treated as "guests" in lieu of "residents."

NOT A CERTIFIED COPY

43. All other recreational privileges were suspended. Plaintiffs were not afforded *any* due process whatsoever, having simply received a letter (*after-the-fact of suspension*) from Ms. Manzione on behalf of Defendant Vesta, confirming the levying of a 30-day suspension of recreation privileges and suspension of Plaintiffs Silverman's and Feldman's bar code(s). The suspension was in violation of the Statute for the following reasons:

    a. Defendants' levied a suspension that did not provide Plaintiffs Silverman and Feldman with any notice of hearing and opportunity to submit evidence, whereas the Statute provides a minimum of 14 days written notice and an opportunity for a hearing;

    b. Defendants' levied suspension failed to adhere to the hearing formalities set forth by the Statute, at section 718.303(3)(b) (e.g., *hearing to be held before committee of at least three members appointed by the board who are not officers, directors, or employees of the association, etc.*).

    c. The suspension letter, upon information and belief written by Defendant Vesta's Ms. Manzione, on behalf of the Board of Directors, unilaterally confirmed the suspension without utilizing the Statute's disinterested committee for the purpose of making such decision and wrongfully imposed the suspension against Plaintiffs Silverman and Feldman.

44. By virtue of the forgoing Plaintiffs Silverman and Feldman are entitled to injunctive relief against Defendants preventing them from further imposing unlawful suspensions and compelling Defendants to comply with the strict requirements of the Statute, and awarding Plaintiffs Silverman and Feldman

NOT A CERTIFIED COPY

money damages for their deprivation of use and enjoyment of the common Recreational Assets while being forced to pay a portion of their monthly assessments for the maintenance of the Recreational Assets during the term of suspension, and additional money damages for the practical chilling effect and curtailment of full use and enjoyment of the Recreational Assets such unlawful suspension has caused, and such other relief the Court deems proper.

COUNT III: VIOLATION OF PLAINTIFF KEVIN SCHEINER'S STATUTORY RIGHTS

45. Plaintiffs repeat paragraphs 1 through 33 above as though more fully set forth at length herein.

46. Lead Plaintiff Kevin Scheiner ("**Plaintiff Scheiner**") is a resident at 21 Valencia A, Delray Beach, FL 33446, one of the condominium associations of the Kings Point Condominium Associations and otherwise *su juris*.

47. On or about February 15, 2025, Plaintiff Scheiner was approached by a Kings Point security officer as a result of an alleged argument that took place between Plaintiff Scheiner and another individual. The security officer advised Plaintiff Scheiner that as a result he would receive a "warning letter from the Association." Several days later Plaintiff Scheiner received a letter from Ms. "Laura Lee" on behalf of Defendant Vesta, imposing a 30-day suspension of recreation privileges and suspension of his bar code (otherwise used to permit quick resident access through the security gates), advising that Plaintiff Scheiner "had five days to appeal." The suspension was in violation of the Statute for the following reasons:

NOT A CERTIFIED COPY

a. Defendants' levied a suspension that only provided Plaintiff Scheiner with five business days to submit evidence, whereas the Statute provides a minimum of 14 days written notice and an opportunity for a hearing;

b. Defendants' levied suspension failed to adhere to the hearing formalities set forth by the Statute, at section 718.303(3)(b) (e.g., hearing to be held before committee of at least three members appointed by the board who are not officers, directors, or employees of the association, etc.).

c. Defendant Vesta's suspension letter on behalf of the Board of Directors of Defendant KPRC unilaterally confirmed the suspension without utilizing the Statute's disinterested committee for the purpose of making such decision and wrongfully imposed the suspension against Plaintiff Scheiner.

48. By virtue of the forgoing Plaintiff Scheiner is entitled to injunctive relief against Defendants preventing them from further imposing unlawful suspensions and compelling Defendants to comply with the strict requirements of the Statute, and awarding Plaintiff Scheiner money damages for his deprivation of use and enjoyment of the common Recreational Assets while being forced to pay a portion of his monthly assessments for the maintenance of the Recreational Assets during the term of suspension, and additional money damages for the practical chilling effect and curtailment of his full use and enjoyment of the Recreational Assets such unlawful suspension has caused, and such other relief the Court deems proper.

NOT A CERTIFIED COPY

WHEREFORE, for all of the forgoing reasons, Plaintiffs on behalf of themselves and all others similarly situated, respectfully request that the Court:

a. Certify this action as a class action under Fla. R. Civ. P. 1.220;

b. Declare that Defendants KPRC and Vesta are subject to Fla. Stat. § 718.303 as managers and agents of the Defendant Associations under the well-established theory of *principal-agent*;

c. Enjoin Defendants from enforcing rules or restricting access in violation of Chapter 718;

d. Award money damages allocated among all Defendants based on each Defendants' level of culpability *(or such other reasonable method determined by the Court)* in favor of Class A Plaintiffs equal to the amount of monthly assessments each Class A Plaintiff was required to pay directly or indirectly to Defendant KPRC for the use and enjoyment of the Recreational Assets during the term(s) of unlawful suspension(s) from use and enjoyment of the Recreational Assets;

e. Award money damages to both Class A and Class B Plaintiffs for the chilling effect and practical curtailment of their full use and enjoyment of the Recreational Assets as a direct consequence of the unlawful suspensions that were taking place throughout the Kings Point Community;

e. Award reasonable attorney's fees and costs pursuant to Fla. Stat. § 718.303(1);

f. Award an incentive payment to each Lead Plaintiff in such amount that the Court deems just and reasonable; and

g. Grant such other relief as the Court deems just and proper.

NOT A CERTIFIED COPY

Dated: September 29, 2025

/s/ Michael E. Zapin
MICHAEL E. ZAPIN
ATTORNEY FOR THE PLAINTIFFS
FL STATE BAR NUMBER: 0037264
301 W. Atlantic Avenue, Suite 0-5
Delray Beach FL 33444
michaelezapin@gmail.com
Tel. 561-367-1444
Cel. 561-843-5352

NOT A CERTIFIED COPY

KINGS POINT RECREATIONAL AMENITIES

Main Clubhouse
- Administrative Offices
- Beauty Shop
- Ballroom
- Billiard Room
- Card Rooms
- Craft Rooms -
  - Art Room
  - Ceramic Roon
  - Lapidary Room
  - Sewing Room
- Fitness Center
- Library
- Meeting Rooms -
  - Class Room
  - Media Room
  - Social Room
- Natatorium -
  - Indoor Pool/ Lap Pool/ Resistance Pool/Spa
- Outdoor Pools (2)
- Outdoor Restrooms
- Pickleball Courts (4)
- Real Estate Office
- Restaurant - East End Café
- Shuffleboard Courts (12)
- Tennis Courts
- Theatre
- Woodshop

Monaco Clubhouse
- Ballroom
- Billiard Room/Card Room
- Bocce Courts
- Outdoor Pool/Spa
- Restaurant - The Bistro
- Shuffleboard Courts (4)
- Har-Tru Tennis Courts (2)

Flanders Clubhouse
- Bath House
- Ballroom
- Billiard Room
- Card Room
- Executive Pro Shop/Cart Barn
- Fitness Center
- Outdoor Pool/Spa
- Real Estate Office
- Snack Bar
- Shuffleboard Courts (4)

Burgundy Pool, Bath House

Burgundy Park

Flanders Park

Administration Building

Entrances
- Burgundy Gate
- Flanders Gate & Guard House
- Main Gate & Guard House
- Monaco Gate & Guard House
- Normandy Gate & Guard House

Golf Courses
- Executive (18 Holes)
- Par 3 (18 Holes)
- Golf Maintenance Bldg.

Par 3 Pro Shop

Lakes
- Main

Islands (2)
- One in the main lake
- One between Saxony and Monaco

Normandy Picnic Pavilion

Normandy Har-Tru Tennis Courts (4)

NOT A CERTIFIED COPY

Complaint Exhibit A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No. _____

_____

JONATHAN GARBERG, FRED SILVERMAN,
SUSAN FELDMAN AND KEVIN SCHEINER,
on behalf of themselves and all others similarly situated,

CLASS REPRESENTATION

Plaintiffs,

vs.

KINGS POINT RECREATION CORPORATION,
A FLORIDA NOT-FOR-PROFIT CORPORATION;
VESTA PROPERTY SERVICES, INC.,
A FLORIDA CORPORATION (F/K/A/ "POINT MANAGEMENT, INC.") BOTH AS AGENTS OF THE KINGS POINT CONDOMINIUM ASSOCIATIONS, SPECIFICALLY APPOINTED TO MANAGE THE KINGS POINT CONDOMINIUM RECREATIONAL ASSETS; AND THE KINGS POINT CONDOMINIUM ASSOCIATIONS

Defendants.

_____/

NOT A CERTIFIED COPY

COMPLAINT ADDENDUM

LISTING OF DEFENDANT KINGS POINT CONDOMINIUM ASSOCIATIONS

1. Brittany Condominium Association, Inc.
2. Capri A Association, Inc.
3. Capri B Association, Inc.
4. Capri C Association, Inc.
5. Capri D Association, Inc.
6. Capri E Association, Inc.
7. Capri F Association, Inc.
8. Capri G Association, Inc.
9. Capri H Association, Inc.
10. Capri I Association, Inc.
11. Capri J Association, Inc.
12. Capri K Association, Inc.
13. Capri L Association, Inc.
13. Flanders A Association, Inc.
14. Flanders C Association, Inc.
15. Flanders D Association, Inc.
16. Flanders G Association, Inc.
17. Flanders J Association, Inc.
18. Flanders K Association, Inc.
19. Flanders L Association, Inc.
20. Flanders M Association, Inc.
21. Flanders G Association, Inc.
22. Flanders O Association, Inc.
23. Flanders Q Association, Inc.
24. Flanders S Association, Inc.
25. Flanders T Association, Inc.

26. Monaco Condominium Association, Inc.
27. Monaco G Association, Inc.
28. Monaco I Association, Inc.
29. Normandy A Association, Inc.
30. Normandy B Association, Inc.
31. Normandy C Association, Inc.
32. Normandy D Association, Inc.
33. Normandy E Association, Inc.
34. Normandy F Association, Inc.
35. Normandy G Association, Inc.
36. Normandy H Association, Inc.
37. Normandy I Association, Inc.
38. Normandy J Association, Inc.
39. Normandy K Association, Inc.
40. Normandy L Association, Inc.
41. Normandy M Association, Inc.
42. Normandy N Association, Inc.
43. Normandy O Association, Inc.
44. Normandy P Association, Inc.
45. Normandy Q Association, Inc.
46. Normandy R Association, Inc.
47. Normandy S Association, Inc.
48. Normandy T Association, Inc.
49. Normandy U Association, Inc.
50. Normandy W Association, Inc.
51. The Normandy Condominium Association, Inc.
52. Piedmont "A" Association, Inc.
53. Piedmont "B" Association, Inc.
54. Piedmont "C" Association, Inc.
55. Piedmont "D" Association, Inc.
56. Piedmont "E" Association, Inc.
57. Piedmont "F" Association, Inc.
58. Piedmont "G" Association, Inc.
59. Piedmont "H" Association, Inc.
59. Piedmont "I" Association, Inc.
60. Piedmont "J" Association, Inc.
61. Piedmont "K" Association, Inc.
62. Piedmont "L" Association, Inc.
63. Saxony Condominium Association, Inc.
64. Saxony L Condominium Association, Inc.
65. Saxony O Condominium Association, Inc.
66. Tuscany Condominium Association, Inc.
67. Valencia Area Condominium Association, Inc.
68. Waterford Condominium Association, Inc.
69. Burgundy A Association, Inc.
70. Burgundy B Association, Inc.
71. Burgundy C Association, Inc.
72. Burgundy D Association, Inc.
73. Burgundy E Association, Inc.
74. Burgundy F Association, Inc.
75. Burgundy G Association, Inc.
76. Burgundy H Association, Inc.
77. Burgundy I Association, Inc.
78. Burgundy J Association, Inc.
79. Burgundy K Association, Inc.
80. Burgundy L Association, Inc.
81. Burgundy M Association, Inc.
82. Burgundy N Association, Inc.
83. Burgundy O Association, Inc.
84. Burgundy P Association, Inc.
85. Burgundy Q Association, Inc.
86. Independent Condominium Associations of Kings Point, Inc.
87. Flanders Condominium Association, Inc.
88. Kings Point Community Association, Inc.

NOT A CERTIFIED COPY