



HOLLANDER · GOODE · LOPEZ

Attorneys at Law

314 South Federal Highway

Dania Beach, FL 33004

(954)-523-3888

www.HGL-Law.com

March 1, 2024

Omid J. Esmailzadegan, Esq.
110 SE 6th Street
Suite 1700
Fort Lauderdale, FL 33301
954-205-4247

SENT VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED, US FIRST CLASS
MAIL AND EMAIL
esq@omidjohn.com
omidjohn.com

Re: Omega Villas / Shawn Martin – 1760 NW 73 AVE #48 PLANTATION FL 33313
Statutory Right of Access into Unit and Preservation of Evidence

Dear Mr. Esmailzadegan:

As you know this Firm represents Omega Villas Association, Inc. Please direct any future communication regarding this matter to this Firm.

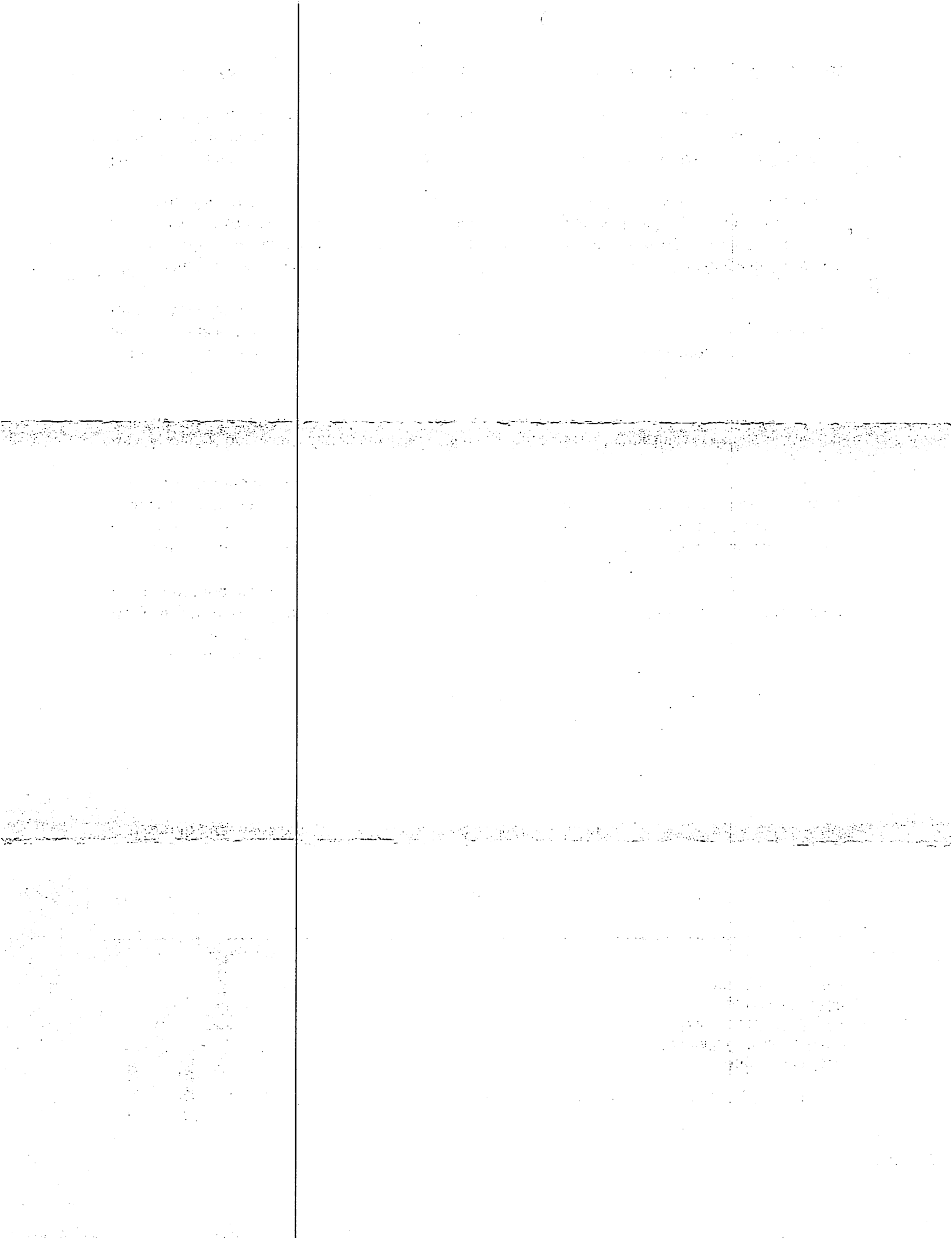
It was nice talking to you the other day but since I have not heard from you, and your client had an unnecessary outburst in the last meeting, I thought it was time to send the statutory letter to you so your client will understand that the Association has the statutory right of entry regardless of what he believes or tries to dictate.

As you know, your client was already paid by the insurance carrier for the interior damage to his unit and it was not until February 20, 2024 that your client advised my client that he had a roof leak. Within an hour of his notice, the roofer (who was on site already working on other phases) came over to your client's home and went on to the roof and saw that patch work was already done. They immediately asked your client provide them the insurance and license for the roofer who performed the work, and to date, he has refused to provide same in accordance with the governing documents for the Association.

The product that was placed to patch the roof was the wrong product and will damage the common elements which makes it even more important that we know who performed the work and provided the allegedly warranty so that we can ensure that the right product is placed to patch the roof and seal it until the Association can obtain the permits to start working on the roofs in your client's phase.

Demand is hereby made to you as his counsel to have your client provide such information immediately as he would have that paperwork since he was previously on the board and is fully aware that the license and insurance is required to be provided to the Association.

In addition to requesting the license and insurance and warranty that your client claims to have but



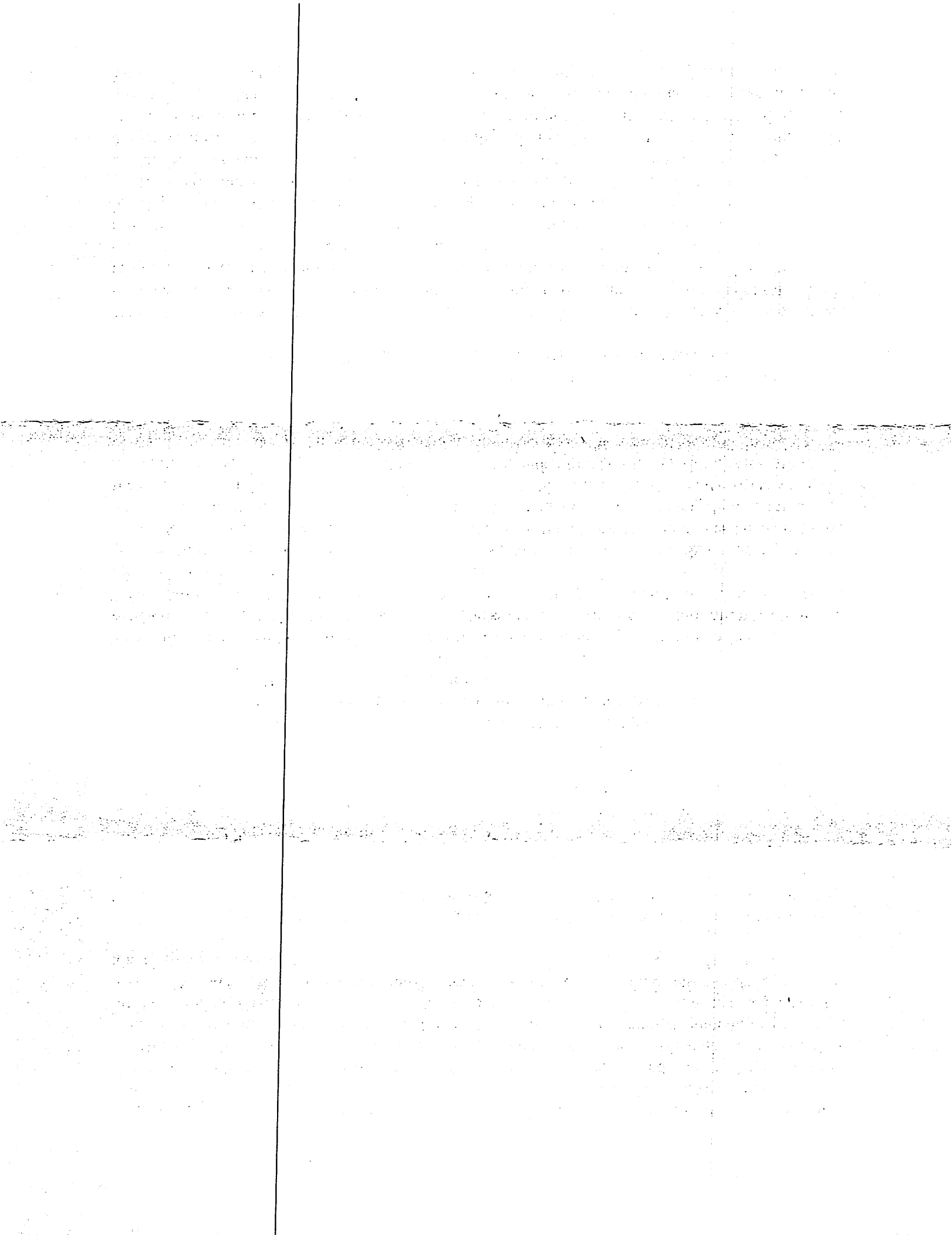
refuses to turn over, we also demanded an inspection of his unit to determine if there were any new damages incurred in the one hour of notice, as he was already paid for interior damages and he cannot now claim the same interior damages. However, he has also refused to allow the Association to inspect which is a violation of the governing documents but has no problem attending meetings where he is disruptive, rude and confrontational. He violated the governing documents by providing one hour notice and then refused to allow the Association to perform the patch work when the roofer was on site and refuses to allow entry into his unit. This is a violation of the Association's governing documents and the Condominium Act.

Section 718.111(5), Florida Statutes, provides that the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units.

Additionally, Article XIV(C) of the Declaration provides that "Each unit owner agrees as follows: (4) To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to deter mine compliance with the provisions of this Declaration and the By-Laws of the Association."

The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation's Condominium Section. *See Costa Bella Assoc., Inc. v. Simmons*, et al, Arb. Case No. 02-4624, Final Order (June 7, 2002)(in light of the irrevocable nature of the right of association access, numerous defenses have been considered and rejected, including: distrust of association personnel, fear that property will be damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit). An impermissible denial of access occurs where a unit owner seeks to place conditions upon the association's access to his or her unit. *Park Lake Towers Condo. Ass'n, Inc. v. Halley*, Arb. Case No. 2003-08-3367, Amended Final Order on Motions for Attorney's Fees (January 28, 2004) (Where the association sought access to the respondent's unit in order to fix a plumbing assembly, and where the respondent directed that the association would only be permitted access upon providing proof of insurance and a valid building permit, the respondent was held to have denied access to the unit.) Therefore, any attempts to place conditions on the Association's right of entry will be considered an impermissible denial of access.

Demand is hereby made that your client allow the Association representatives to enter his premises to determine if any new damages exist to their common elements and if any mitigation of same is required. Since your client was already paid for the interior, any payment for drywall will be paid to the Association as they are required to repair their own drywall but for the fact that your client is refusing entry and is refusing to allow the Association to mitigate. He must also refrain from interfering with any work being performed by the Association if they decide said repairs need to be made to avoid any claims for mold, as we understand he got paid a long time ago but did not make any of the repairs that he was paid to do and never provided the Association with the opportunity to do the repairs and be paid by your client as he collected those funds in his settlement. Failure to do so will result in the Association having no choice but to proceed with further legal action, fines, arbitration, or other legal remedies to compel compliance with the Association's right of access. Moreover, your client will be held responsible for any mold resulting from his failure to allow entry



and allow the Association to assess any new damages or damages which may have existed for his failure to allow access as he has never allowed them to enter the property to date. The Association will further seek recovery of its attorney's fees and costs incurred in any such action.

In addition to your clients' current violations of the governing documents and refusal to allow entry, he has provided very minimal documentation relating to the alleged roof leaks and alleged interior damages as he filed his claim directly with the insurance company. If we cannot work this out together, we will be requesting the file from the insurance company to verify the alleged damages, if your client intends to seek more damages.

As such, your client may be in possession or control of relevant paper documents and electronically stored information ("ESI") that may pertain, directly or indirectly, to the claims made in the Dispute. ESI is an all-inclusive term that includes all types of electronic information and communications, including novel data types and information created in new technologies and internal file metadata. **Demand is hereby made that your client preserve and retain (i.e., you must not alter, destroy, discard, delete, change, hide, modify or otherwise make unavailable) any and all documents or ESI that are in his possession or control that are in any way related to the Dispute. This includes documents and data, ESI, that are in hard copy or electronic form.**

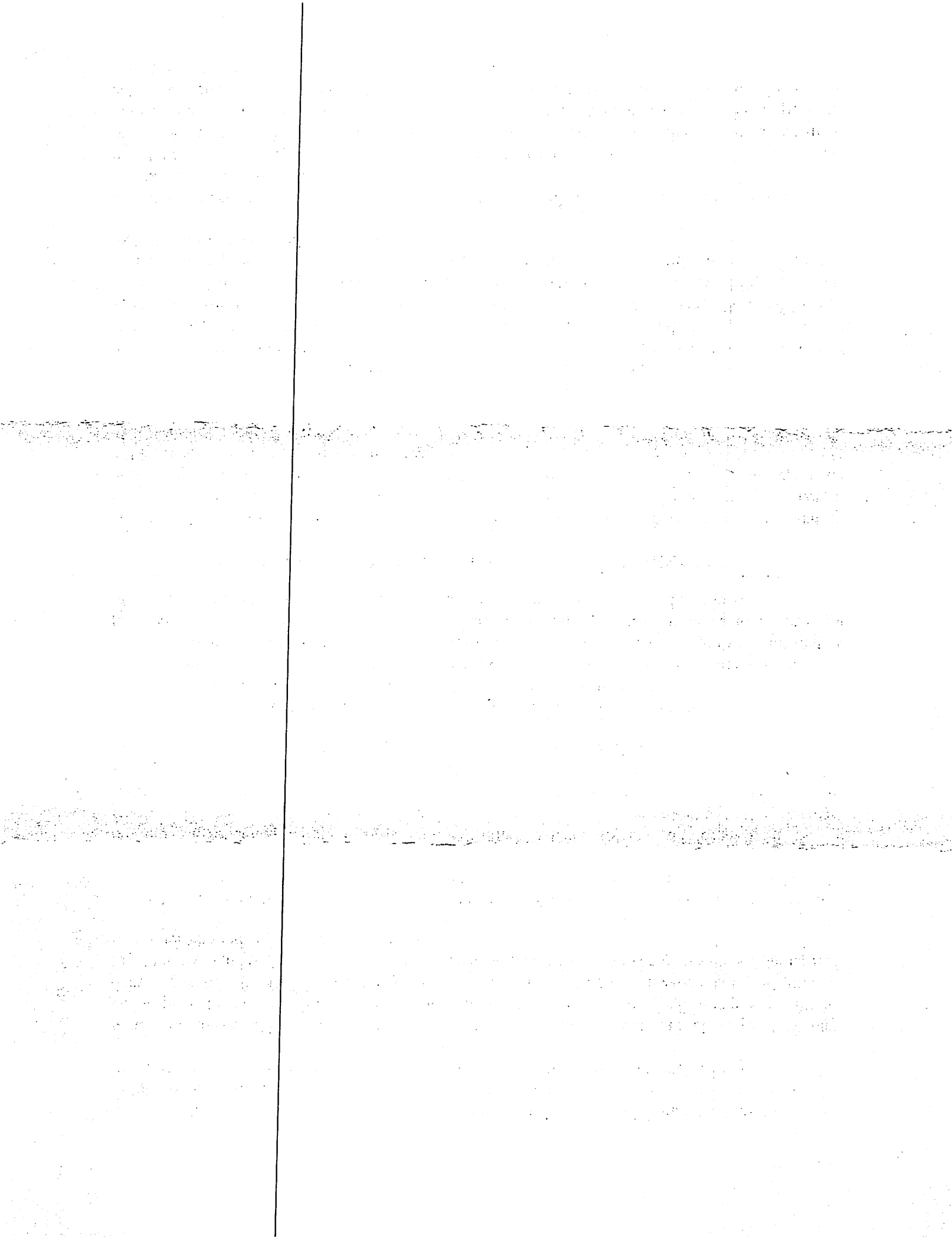
The client will have to prove his damages and the Association will need to ensure the availability and authenticity of everything he currently has in his possession relating to any damages he is claiming due to the roof leaks or any other damages he is claiming against the Association as we do not have notice of any other claims for damages other than for roof leaks which were ultimately patched upon notice. Your client's failure to exercise appropriate care to preserve documents that may be sought in litigation can result in severe penalties by the Court, including the loss of the case.

ESI AND DOCUMENTS SUBJECT TO LEGAL PRESERVATION

Although this Preservation Notice contains specific instructions regarding your mandatory preservation obligations, your client should construe the scope of this Notice broadly. When in doubt, any document or ESI that could potentially be relevant to the Dispute should be preserved, no matter when it was created or where it was stored.

Types of Documents and ESI Subject to Preservation: You must retain and preserve all relevant paper documents and all relevant ESI in whatever form or place they are stored. The types of paper documents covered by this notice include letters, paper files, handwritten notes, forms, calendars, photographs, etc. Similarly, the types of ESI subject to this Preservation Notice include e-mails and attachments, instant messages, text messages, social media postings and messages, messaging accounts or services, Workplace Collaboration Tools (including Slack, Asana, Microsoft Teams, Salesforce Chatter, Workplace Facebook, WebEx, GoToMeeting, Google Docs), voicemails, photos, videos, word processing documents, calendars, spreadsheets, PowerPoints, databases, contact manager information and Internet usage files.

All such paper records and ESI stored should be preserved regardless of where or how they are stored, including but not limited to, computer hard drives, local and remote backups, Internet-based or "cloud" type storage, removable media (e.g., thumb drives, CDs and DVDs), laptops, tablets, and other computational devices. The sources of relevant information also include his personal smart phone, videos of meetings he has been taking, his social media accounts, personal email, personal computers and back-ups. The history of Internet browsing as stored on his computers may also sometimes be relevant.



The following is a non-exclusive list of the types of documents and ESI that must be preserved for this particular Dispute:

- The full and complete file regarding any damages including contracts, permits, payment applications, invoices, payments.
- Documents and ESI regarding any communications between the Association and your client.
- Information related to damages to his unit from any roof leaks where notice was provided.
- Complaints or communications between your client and the Association.

Timeframe: All relevant ESI and documents in your possession or control, covering the time period of the dates that your client made his first claims through the date of his current claim which are subject to this legal hold. This obligation is ongoing, and this Preservation Notice will remain in effect until you receive written notice that the Preservation Notice has been lifted and is no longer in effect.

This Preservation Notice applies to documents and data created prior to your receipt of this notice on your client's behalf, and to any documents and data created going forward. For documents and data created after the date of this notice, as appropriate, mark items relating to legal questions or advice with "attorney-client privileged and confidential."

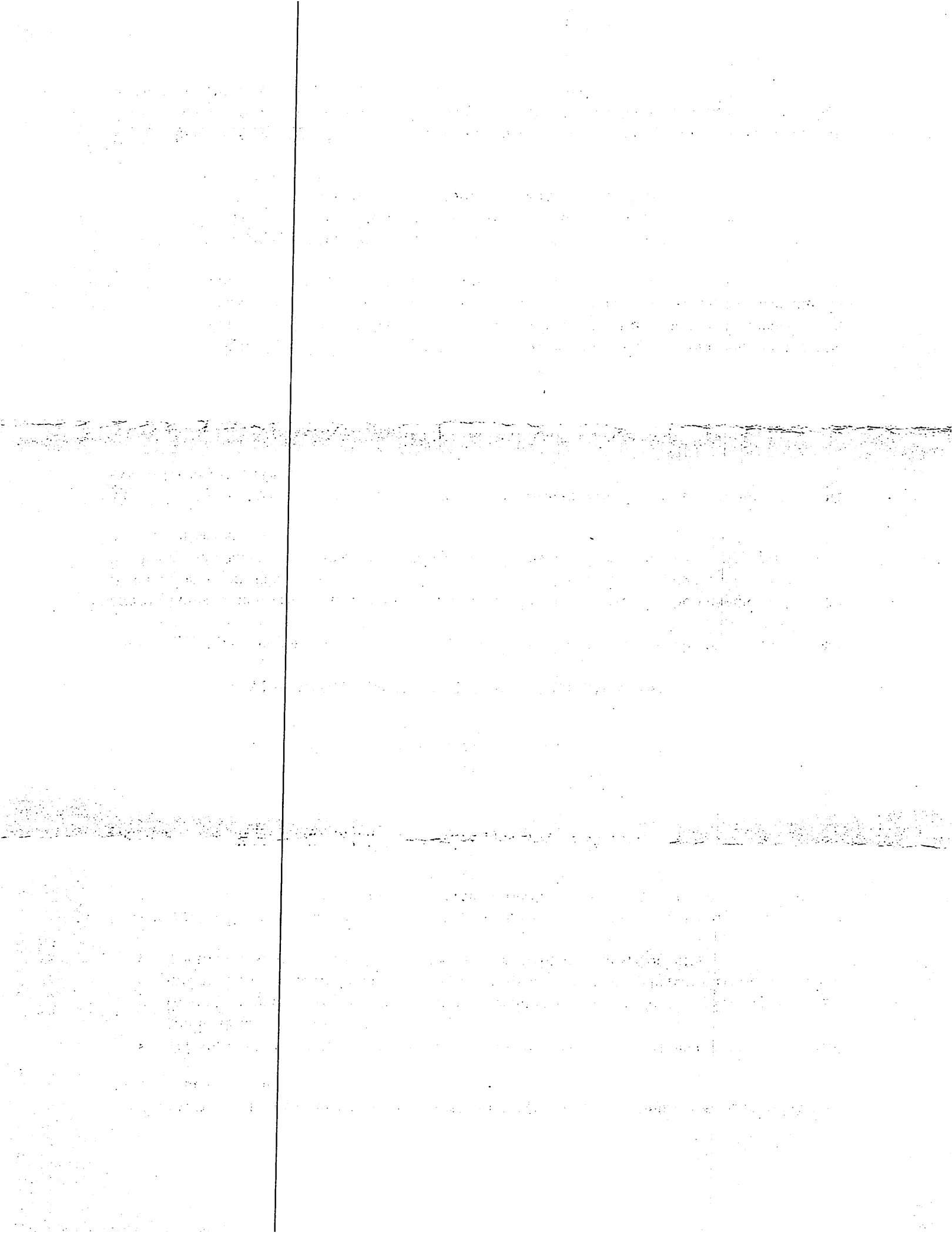
WHAT YOU MUST DO – AND WHAT YOU SHOULD NOT DO

Your client must keep all documents/ESI that relate in any way to the Dispute. Please do not have him try to determine what, in his opinion, is relevant. Instead, please err on the side of being overly inclusive and retain all documents/data that relate in any way to the Dispute so that the Association's attorneys can later decide what is relevant. Additionally, your client should not screen the documents/data to determine whether they might be protected by the attorney-client privilege or other privilege status.

Your client must examine all of the locations where documents/ESI might be found. Some examples of locations are:

- **Hard Copy Documents:** Files, binders, scratch notes, drafts and other 'paper' in your client's local or home workspace, any common file areas that your client maintains and any offsite workspace or storage facility.
- **Emails and Attachments:** Those located on your client's work computer, home computer, phone, tablet or any external drives, or on any document management system you use in your work or on personal or external email accounts, or located in any of your personal email, messaging or social media accounts.
- **ESI/Computer Files:** Those housed on your client's work computer, workplace collaboration tools, home computer or any external drives or networked document management system or other information storage system, including Internet-based or "cloud" type storage.

Your Client Should Not delete from his computer or any other electronic sources any Documents or ESI that may relate to the Dispute. He must save documents and ESI even if they are drafts or are in some preliminary form that was later revised.



You Client Should Not change the form or format of any relevant ESI as it now exists. Your client should not convert them from the software program they were saved with. For example, you should not save a Word file as a PDF.

Your Client Must identify others who may have relevant information. If your client believes there are other people – who may have information relevant to the Dispute, please let me know immediately so that appropriate preservation efforts can be taken.

Your Client Should Not create new Documents/ESI subject to this *Preservation Notice* outside of his electronic systems, such as via text messages, instant messages, via any social media, or on personally owned devices or e-mail accounts.

Your Client Must ensure all documents/ESI are not inadvertently destroyed. All documents/data subject to this legal hold should be identified and segregated from his other files and stored in a manner that will prevent them from being inadvertently destroyed. Stop any automated archiving activity that might result in removal of such documents/data. All record retention policies that require destruction or deletion of any of the documents and data described above are expressly suspended until this Preservation Notice is released.

Your Client Must preserve duplicates and copies found if they are non-identical (i.e. they contain annotations or revisions). Otherwise, exact duplicates may be discarded. A paper printout of ESI is not exactly the same as the original ESI. If information exists in both electronic and paper forms, your client should preserve both.

Your Client Should Not create copies or re-organize his documents, files and ESI in anticipation of their possible collection unless you are contacted and instructed as his lawyer to advise your client to do so by the Association's Legal Team. You will be contacted as to steps that must be taken to have copies made of relevant ESI and documents at some time in the future so that you can advise your client to take those measures. Please do not attempt to copy or collect ESI without first receiving our further instructions.

If you would like to discuss this matter following receipt of this letter, please feel free to contact me as I have been waiting for a return call from our last conversation anyway.

Very Truly Yours,

/s/ Rhonda Hollander

Rhonda Hollander, Esq.
For the Firm

RH/bms

Cc: Board of Directors and Management

