****
*** Send Results ***
****

Sending is complete.

Job No.	4712
Address	8504870870
Name	
Start Time	01/07 11:48 AM
Call Length	05'02
Sheets	12
Result	OK

FAX COVER MEMO

DBPR Arbitration – Final Submission

TO:
Florida Department of Business & Professional Regulation
Division of Condominiums, Timeshares & Mobile Homes

ATTN:
Kevin C. Beuttenmueller, Sr. Attorney

FAX:
850-487-0870

FROM:
Shawn Martin
Unit Owner – Omega Villas Condominium Association

DATE:
January 7, 2024

TOTAL PAGES (Including Cover):
Fax 1 = Exhibit 1 not in fax, Contents of Support for Final Determination = 9 pages

Fax 2 = Copy of Email to DBPR Arbitration to Federal Oversight to all email recipients, Exhibit 1 & Complete Contents of Support for Summary of Final Determination = 40 pages

CASE NO.:
2025-06-1476

RE:
Respondent's Final Submission in Support of Summary Final Determination

MEMO:
Please accept this fax as Respondent's final submission in the above-referenced DBPR

FAX COVER MEMO

DBPR Arbitration – Final Submission

TO:
Florida Department of Business & Professional Regulation
Division of Condominiums, Timeshares & Mobile Homes

ATTN:
Kevin C. Beuttenmueller, Sr. Attorney

FAX:
850-487-0870

FROM:
Shawn Martin
Unit Owner – Omega Villas Condominium Association

DATE:
January 7, 2024

TOTAL PAGES (Including Cover):
Fax 1 = Exhibit 1 not in fax, Contents of Support for Final Determination = 9 pages

Fax 2 = Copy of Email to DBPR Arbitration to Federal Oversight to all email recipients, Exhibit 1 & Complete Contents of Support for Summary of Final Determination = 40 pages

CASE NO.:
2025-06-1476

RE:
Respondent's Final Submission in Support of Summary Final Determination

MEMO:
Please accept this fax as Respondent's final submission in the above-referenced DBPR arbitration matter. The enclosed materials are submitted for inclusion in the official arbitration record and consist of the Respondent's written submission and supporting agency correspondence.

Please confirm receipt.

SIGNATURE:
Shawn Martin

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
Div. of Condominiums, Timeshares, & Mobile Homes

Omega Villas et al,
Petitioner,

v.
Case No.: 2025-06-1476

Shawn Martin,
Respondent, *pro se*.

RESPONDENT'S SUBMISSION IN SUPPORT OF SUMMARY FINAL DETERMINATION, SANCTIONS, AND RESTORATION OF COUNTERCLAIMS

I. PROCEDURAL POSTURE AND AUTHORITY FOR SUMMARY DETERMINATION

1. This submission is filed pursuant to the Arbitrator's express directive that each party submit a summary-judgment memorandum with actionable relief by January 7, and that the Arbitrator would adopt the relief supported by the law, record, and equities.

2. Condominium arbitration permits resolution **as a matter of law** where no genuine dispute of material fact exists, and expressly allows consideration of **post-filing conduct** that bears on bad faith, credibility, jurisdiction, and entitlement to relief.

3. The Association's **post-hearing conduct—passing and enforcing a special assessment against Respondent's unit for the very subject under arbitration—materially alters the record** and independently warrants summary disposition, sanctions, and restoration of Respondent's complete non truncated. Answer into and counterclaims.

II. UNDISPUTED MATERIAL FACTS

4. Petitioner initiated this proceeding alleging Respondent's windows had "failed" and required replacement.

5. **100% of the windows inspected by the Association were deemed "failed."**

6. Every unit owner has either:
   a. Already replaced windows at personal expense; or
   b. Been compelled to do so through enforcement threats or legal action.

7. While this arbitration was pending, Petitioner **passed and levied a special assessment** against Respondent's unit for window replacement.

8. The assessment is based **entirely on the same factual allegations currently before this Arbitrator.**

9. Petitioner **did not obtain a vote of the unit owners,** despite such a vote being required by the Declaration, Bylaws, and Florida law.

10. These facts are established by Petitioner's own notices, agendas, and assessment documents.

III. PETITIONER COMES BEFORE THIS TRIBUNAL WITH UNCLEAN HANDS AND IS BARRED FROM RELIEF

11. Florida law is unequivocal:

"The doctrine of unclean hands closes the doors of equity to one tainted with inequitable conduct relative to the matter for which relief is sought."

Congress Park Office Condos II, LLC v. First-Citizens Bank, 105 So. 3d 602, 608 (Fla. 4th DCA 2013).

12. Equitable relief must be denied where a party acts **fraudulently, illegally, or in bad faith** in the transaction at issue.
Hauer v. Thum, 67 So. 3d 1133, 1136 (Fla. 3d DCA 2011).

13. The Florida Supreme Court has long held that **a party may not benefit from its own wrongdoing.**
McCoy v. Love, 382 So. 2d 647, 649 (Fla. 1979).

14. Federal equity principles—persuasive and routinely applied by Florida courts—hold the same:

"He who comes into equity must come with clean hands."
Precision Instrument Mfg. Co. v. Automotive Maintenance Mach. Co., 324 U.S. 806, 814 (1945);
Keystone Driller Co. v. General Excavator Co., 290 U.S. 240, 245 (1933).

15. By imposing and enforcing a special assessment **during the pendency of arbitration**, on the same subject matter:

- Petitioner prejudged the outcome;
- Attempted to moot this proceeding;
- Retaliated against Respondent for asserting statutory rights; and
- Demonstrated that financial coercion—not compliance—was the true objective.

16. This conduct is directly related to the relief sought and **bars Petitioner from equitable or discretionary relief as a matter of law.**

IV. HOA / CONDOMINIUM DEFERENCE IS FORFEITED BY BAD FAITH AND ILLEGALITY

17. Associations are entitled to deference **only when acting within authority, in good faith, and in compliance with governing documents.**

18. The Florida Supreme Court has made clear:

"An association's authority is strictly limited to that granted in the declaration and statutes."
Cohn v. The Grand Condominium Ass'n, Inc., 62 So. 3d 1120, 1122 (Fla. 2011).

19. Where an association acts outside that authority, **its actions are void.** *Id.*

20. The business judgment rule does not protect decisions that are illegal or taken in bad faith.
Hollywood Towers Condo. Ass'n v. Hampton, 40 So. 3d 784, 786 (Fla. 4th DCA 2010).

21. Judicial deference **ends when governing documents are violated.**
Pudlit 2 Joint Venture, LLP v. Westwood Gardens HOA, 169 So. 3d 145, 148 (Fla. 4th DCA 2015).

22. Rules and enforcement actions must be **reasonable, evenly applied, and made in good faith.**
Hidden Harbour Estates, Inc. v. Norman, 309 So. 2d 180, 182 (Fla. 4th DCA 1975).

23. Petitioner's conduct—no owner vote, universal "failures," and retaliatory assessment during arbitration—fails every prerequisite for deference.

V. THE SPECIAL ASSESSMENT IS VOID AS A MATTER OF LAW

24. Florida statutes strictly regulate assessments and subordinate board authority to the declaration.
§§ 718.112(2)(c), 718.116, 718.303(1), Fla. Stat.

25. The Florida Supreme Court has held that assessments imposed contrary to governing documents are **invalid and unenforceable.**
Avila South Condo. Ass'n v. Kappa Corp., 347 So. 2d 599, 607 (Fla. 1977).

26. Ultra vires acts by associations are **void ab initio.**
Mariner's Cove Condo. Ass'n v. Travelers Indem. Co., 692 So. 2d 919, 921 (Fla. 3d DCA 1997).

27. Where owner approval is required, a board **may not impose a special assessment by fiat. Beachwood Villas Condo. v. Poor**, 448 So. 2d 1143, 1145 (Fla. 4th DCA 1984).

28. Because Petitioner failed to obtain the required owner vote, the assessment is **void as a matter of law** and must be declared unenforceable.

VI. THE "100% WINDOW FAILURE" FINDING IS PRETEXTUAL AND EVIDENCE OF BAD FAITH

29. Florida courts recognize that **outcome-driven or blanket enforcement** evidences improper motive.

30. Uniform enforcement that ignores individual conditions is arbitrary and unreasonable. **Chattel Shipping & Inv., Inc. v. Brickell Place Condo. Ass'n**, 481 So. 2d 29, 31 (Fla. 3d DCA 1985).

31. Selective or retaliatory enforcement undermines legitimacy and warrants judicial intervention.
White Egret Condo., Inc. v. Franklin, 379 So. 2d 346, 350 (Fla. 1979).

32. The claim that **100% of inspected windows failed**, followed by universal replacement, supports a finding of **pretext rather than compliance enforcement**.

VII. INTERFERENCE WITH ARBITRATION AND VIOLATION OF THE STATUS QUO

33. Parties to arbitration must refrain from conduct that **prejudices the proceeding or renders it meaningless.**
Shotts v. OP Winter Haven, Inc., 86 So. 3d 456, 472 (Fla. 2011).

34. Actions taken to undermine arbitration violate public policy.
Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 404 (1967).

35. By imposing financial penalties mid-arbitration, Petitioner interfered with this Tribunal's authority and the integrity of the process.

VIII. RESTORATION OF RESPONDENT'S COUNTERCLAIMS IS REQUIRED

36. Florida law permits consideration of **post-filing conduct** where it confirms allegations of bad faith or abuse of process.
Capitol Environmental Servs., Inc. v. Earth Tech, Inc., 25 So. 3d 593, 596 (Fla. 1st DCA 2009).

37. Dismissal does not bar revival where subsequent acts independently establish the claim. **Al-Hakim v. Holder**, 787 F. Supp. 2d 19, 29 (D.D.C. 2011) (persuasive authority).

38. The special assessment confirms retaliation, interference, and lack of clean hands, requiring restoration of Respondent's counterclaims and full non truncated answer into the record, which is attached as exhibit #1.

IX. REQUESTED ACTIONABLE RELIEF

Respondent respectfully requests that the Arbitrator enter summary final relief:

A. Finding Petitioner acted in bad faith and with unclean hands;
B. Declaring the special assessment void and unenforceable;
C. Enjoining Petitioner from enforcing or collecting it;
D. Dismissing Petitioner's claims with prejudice;
E. Restoring Respondent's counterclaims to the record;
F. Imposing sanctions for arbitration interference and retaliation; and
G. Award Legal Consulting Fees to the Respondent.
H. Granting such other further additional relief as justice requires.

X. CONCLUSION

Petitioner's own actions—taken while this arbitration was pending—prove this case was never about compliance or safety. It was about coercion, revenue extraction, and punishment for dissent.

Florida law does not protect such conduct.
Equity forbids it.
And this Tribunal should not reward it.

Summary disposition for Respondent is compelled as a matter of law.

Respectfully Submitted;

Shawn Martin
Respondent, pro se
1760 Northwest Seventy Third Avenue
Fort Lauderdale, FL 33313
T- (954) 716-0915
E- smartin@isccompany.net

Certificate of Service Enclosed

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF CONDOMINIUMS, TIMESHARES, & MOBILE HOMES

OMEGA VILLAS ET AL,
PETITIONER,

V.
Case No.: 2025-06-1476

SHAWN MARTIN,
RESPONDENT. PRO SE

SUMMARY FINAL ORDER

This matter comes before the Arbitrator upon the *Respondent's Submission in Support of Summary Final Determination, Sanctions, and Restoration of Counterclaims* filed on January 7. Having reviewed the record, the undisputed material facts, and the applicable law, the Arbitrator finds as follows:

FINDINGS OF FACT

1. Petitioner initiated this arbitration alleging Respondent failed to replace windows deemed "failed" by the Association.

2. While this proceeding was pending, Petitioner levied a special assessment against Respondent's unit for the replacement of the same windows subject to this arbitration.

3. Petitioner failed to obtain a vote of the unit owners prior to levying said assessment, as required by the governing documents and Florida law.

4. Petitioner's inspection concluded that 100% of the windows inspected had "failed".

CONCLUSIONS OF LAW

1.

Summary Disposition: Under Florida law, a summary determination is appropriate where no genuine dispute of material fact exists.

2. **Unclean Hands:** Petitioner's imposition of a special assessment during the pendency of this arbitration regarding the same subject matter constitutes inequitable conduct. A party seeking equity must come with "clean hands".

3. **Validity of Assessment:** An association's authority is strictly limited to that granted in the declaration and statutes. Because Petitioner bypassed the required owner vote, the special assessment is void *ab initio*.

4. **Bad Faith:** The timing of the assessment and the blanket "100% failure" finding suggest a retaliatory motive and financial coercion rather than a good-faith effort at compliance.

ORDERED AND ADJUDGED:

A. Summary Final Relief is granted in favor of the Respondent.

B. The Special Assessment levied against Respondent's unit for window replacement is hereby DECLARED VOID and unenforceable.

C. Petitioner is PERMANENTLY ENJOINED from any further attempts to collect or enforce said assessment.

D. Petitioner's claims in this arbitration are DISMISSED WITH PREJUDICE.

E. Respondent's Counterclaims and the full non-truncated Answer are hereby RESTORED to the record.

F. F. The Arbitrator reserves jurisdiction to determine the amount of Sanctions and Legal Consulting Fees to be awarded to the Respondent.

DONE AND ORDERED this _____ day of _____, 2026, in Tallahassee, Leon County, Florida.

_____

Arbitrator Division of Condominiums, Timeshares, & Mobile Homes

AFFIDAVIT OF SERVICE

State of Florida)
County of BROWARD)

The undersigned being duly sworn, deposes and says:

CHRISTOPHER PANTAK is not a party to the action, is over
(name of person serving papers)

18 years of age and resides at 49 A OAK BROOK COMMONS
CLIFTON PARK, NEW YORK 12065
(complete address of person serving papers)

That on JANUARY 7, 2026, deponent served the within
(date of service)
RESPONDENT'S SUBMISSION IN SUPPORT OF FINAL DETERMINATION AND SANCTIONS AND RESPONDING TO COUNTER-CLAIM
(name of document[s] served)

upon OMEGA VILLAS ET AL, C/O RHONDA HOLLANDER ESQ located at
(name of person/corporation served)
314 SOUTH FEDERAL HIGHWAY DANIA BEACH, FL 33004
(complete address where other party/corporation served)

(Select method of service)

____ Personal Service: by delivering a true copy of the aforesaid documents personally; deponent knew said person/corporation so served to be the person/corporation described.

X Service by Mail: by depositing a true copy of the aforesaid documents in a postpaid properly addressed envelope m a post office or official depository under the exclusive care and custody of the United States Postal Service.

CM Pantak
Signature of person serving papers

CHRISTOPHER PANTAK
Printed Name

ID: MY DL

Sworn to before me this 7th
day of JANUARY 2026

ERIC ZAUSNER
MY COMMISSION EXPIRES 08-26-2029
NOTARY PUBLIC
COMM. # HH 714717
STATE OF FLORIDA

Notary Public

Gmail Shawn Martin <sem2000s@gmail.com>

Subject: Supplemental Evidence Submission — DBPR Case 2025-06-1476

Shawn Martin <sem2000s@gmail.com> Wed, Jan 7, 2026 at 10:16 AM
To: "Esq. Carlos Lopez" <carlos@hgl-law.com>, Shawn Martin <smartin@isccompany.net>, Arbitration CTMH <Arbitration.CTMH@myfloridalicense.com>, "Esq. Rhonda Hollander" <rhonda@hgl-law.com>
Cc: "Cc:Melanie.Griffin@myfloridalicense.com" <Melanie.Griffin@myfloridalicense.com>, Counsel <DBPR.GeneralCounsel@myfloridalicense.com>, "Matthew.Collier@myfloridalicense.com" <Matthew.Collier@myfloridalicense.com>, OIG <oig@myfloridalicense.com>, Richard Otway <Richard.Otway@myfloridalicense.com>, usafls.citizens@usdoj.gov, public.integrity@usdoj.gov, oig.doj@usdoj.gov, inspectorgeneral@eog.myflorida.com, crt@usdoj.gov, oag.civilrights@myfloridalegal.com, citizenservices@myfloridalegal.com, "Press@MyFloridaLegal.com" <Press@myfloridalegal.com>, "askus@sa17.state.fl.us" <AskUs@sa17.state.fl.us>, "ACAP@Floridabar.org" <acap@floridabar.org>, cig@eog.myflorida.com, Tina Polsky <POLSKY.TINA@flsenate.gov>, Office of Senator Sharief <SHARIEF.BARBARA.WEB@flsenate.gov>, marie.woodson@myfloridahouse.gov, pizzo.jason@flsenate.gov, christine.hunschofsky@myfloridahouse.gov, lisa.dunkley@myfloridahouse.gov, daryl.campbell@myfloridahouse.gov, boyd.jim.web@flsenate.gov, osgood.rosalind.web@flsenate.gov, District32osgood@flsenate.gov, jones.shevrin.web@flsenate.gov, calatayud.alexis.web@flsenate.gov, bradley.jennifer.web@flsenate.gov, stewart.linda.web@flsenate.gov, rodriguez.anamaria.web@flsenate.gov, tiffany.esposito@myfloridahouse.gov, juan.porras@myfloridahouse.gov, jennifer.canady@myfloridahouse.gov, joel.rudman@myfloridahouse.gov, carolina.amesty@myfloridahouse.gov, daniel.perez@myfloridahouse.gov, wyman.duggan@myfloridahouse.gov, chip.lamarca@myfloridahouse.gov, askcityhall@plantation.org, "IA@psd.plantation.org" <IA@psd.plantation.org>, "WDorr@psd.plantation.org" <WDorr@psd.plantation.org>, sao17@sao17.state.fl.us, Connie Fossi <connie.fossi@nbcuni.com>, tips@cnn.com, viewermail@newshour.org, press.office@theguardian.com, reporters@miamiherald.com, msnbctvinfo@nbcuni.com, investigates@cbsnews.com, news.tips@abc.com, newstips@cbsnews.com, cnn.tips@cnn.com, newstips@sunsentinel.com, consumeralerts@fdic.gov, customer.assistance@occ.treas.gov, antitrust.complaints@usdoj.gov, ComplaintsOffice@hud.gov, investorrelations@jpmchase.com, reportfraud@wellsfargo.com, jpmmhelp@jpmorgan.com, miranda.caruso@bofa.com, investorrelations@citi.com, fraud_help@usbank.com, media@truist.com, media.relations@pnc.com, investorrelations@morganstanley.com, fraud_reporting@freddiemac.com, investorrelations@rocketcompanies.com, compliance@mrcooper.com, compliance@loandepot.com, compliance@freedommortgage.com, communications@newrez.com, "mediarelations@onitygroup.com" <mediarelations@onitygroup.com>, legal@pnmac.com, legal@caliberhomeloans.com, compliance@firstam.com, mediarelations@stewart.com, corporatelegal@oldrepublictitle.com, customerexperience@wltic.com, dianna_higgins@mgic.com, legal@radian.com, compliance@nationalmi.com, sfearon@archgroup.com, legal@rushmorelm.com, legal@figure.com, "popularnet@popular.com" <popularnet@popular.com>, "popularnet@bpop.com" <popularnet@bpop.com>, "pbcondodepositops@popular.com" <PBCondodepositops@popular.com>, "pabloansupport@popular.com" <PABLoanSupport@popular.com>, "pbcondolockbox@popular.com" <PBCondoLockbox@popular.com>, info@pogo.org, action@aclu.org, press@whistleblowerraid.org, Justin Smulison <info@whistleblowers.org>, info@flcga.org, tips@levernews.com, info@floridabulldog.org, tips@theappeal.org, grassroots@commoncause.org, tips@publicintegrity.org, info@openthegovernment.org, "patrick@pk80.com" <Patrick@pk80.com>, txhoareform@gmail.com, Government Accountability Project <info@whistleblower.org>, info@thesignalsnetwork.org, contact@consumerwatchdog.org, info@bettergov.org, info@freedom.press, Info <info@whistleblowersofamerica.org>, naomi.seligman@valuesunited.org

Subject: Notice of Final Submission – DBPR Arbitration (Omega Villas)

Good Morning,

This email serves as formal notice that today I transmitted, via fax later today, my final submission to the Division of Condominiums, Timeshares & Mobile Homes in the above-referenced arbitration matter.

The forthcoming faxed submission is titled **"Respondent's Submission in Support of Summary Final Determination"** and is intended for inclusion in the official arbitration record.

For clarity and record purposes, the submission includes the following documents:

1. **DBPR Agency Correspondence**
   – Official communications issued by the Department of Business and Professional Regulation relevant to jurisdiction, process, and disposition.

2. **Division of Condominiums, Timeshares & Mobile Homes Materials**
   – Regulatory and procedural documentation demonstrating how the matter has been handled administratively.

3. **Respondent's Submission in Support of Summary Final Determination**
   – A consolidated written response addressing the issues presented in the arbitration and the applicable statutory framework.

These materials are provided to ensure the record accurately reflects the procedural posture of this matter and the basis for the requested disposition.

This notice is also being shared with external oversight and watchdog groups for transparency and documentation purposes.

Please confirm receipt of the forthcoming faxed submission at your convenience.

Respectfully,

Shawn Martin, Respondent, pro se
Unit Owner & Whistleblower – Omega Villas Condominium Association
[Quoted text hidden]

---

3 attachments

20250614_Respondent's Proposed Summary Final Order.pdf
266K

20250614_RESPONDENT'S SUBMISSION.pdf
676K

20250614_Respondent's Exhibit 1.pdf
1013K