

IN THE CIRCUIT COURT OF THE 7TH
JUDICIAL CIRCUIT IN AND FOR
FLAGLER COUNTY, FLORIDA

FLAGLER SQUARE-JAX, INC.
Plaintiff,

v.

RODERICK JAMES PALMER, TRUSTEE
OF THE 2501 MOODY BLVD. LAND
TRUST
AGREEMENT DATED FEBRUARY 7,
2025,

Defendant.

Case No. 2025 CA 0000524

**DEFENDANT'S RESPONSE IN OPPOSITION TO
PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

TABLE OF CONTENTS

I.	INTRODUCTION	5
II.	STATEMENT OF FACTS.....	6
A.	Plaintiff Seeks to Enforce an Unlawful Condominium Restriction Against Religious Services.....	6
B.	The Condominium Act Protects Peaceable Assembly and Bars Categorical Restrictions on such in Common Elements, including the Parking Lot.	7
C.	Defendant Presented This Court With Undisputed Evidence That There Is No Parking Congestion During Coastal Family Church Services.	9
D.	Plaintiff Invites this Court to Incorrectly Define “Public Assembly” by Reference to the Wrong Municipality’s Code.....	11
E.	Defendant Properly Obtained a Special Exception to Rezone Unit 1 for Church Use While Plaintiff Stood Silent and Now Claims Defendant Acted With “Eyes Wide Open.”.....	16
F.	Plaintiff Benefits from Participating in the Drafting and Implementation of the Declaration but now seeks to Withhold Association Meeting Minutes Likely Clarifying the Meaning of “Public Assembly.”	19
G.	Plaintiff Signed and is Bound by the Declaration but Tells This Court the Declaration Does Not Apply to Its Own Tenants.....	20
H.	Plaintiff Asserts That Dollar Tree Is Very Concerned About a Church at Flagler Square but Offers No Evidence to Support That Claim.....	27
I.	Plaintiff Retained HHH Management and Florida Law Enforcement to Bar Church Services at Flagler Square.....	30
J.	While Litigating to Prohibit Church Use at Unit 1, Plaintiff Has Sought to Purchase Unit 1 and Lease It to Coastal Family Church for Church Services.....	32
K.	Plaintiff, Upon Request, Has Obtained Documents and Privilege Logs From Defendant but Asks This Court to Shield It From Similar Production Obligations.	35

III. ARGUMENT.....	37
A. Plaintiff’s Motion Operates as a Blanket Attempt to Bar Defendant From Obtaining Discovery – that Discovery Not Be Had – Rather Than Seeking a Narrowly Tailored Protective Order.	37
B. Plaintiff’s Bid to Bar Discovery Conflicts With Florida’s Liberal Discovery Rules and Would Eviscerate Defendant’s Affirmative Defenses.....	42
Category 1: Meaning of “Public Assembly”.....	43
Category 2: Alleged Parking Congestion.....	44
Category 3: Knowledge of Rezoning Unit 1 as a Church.....	44
Category 4: Unreasonable and Arbitrary Enforcement of the Declaration.....	45
Category 5: Dollar Tree’s Alleged Objections to Religious Services	46
Category 6: HHH Management and Police Enforcement of Temporary Injunction.....	47
Category 7: Efforts to Purchase Unit 1 and Lease it to Coastal Family Church	47
C. Plaintiff’s Motion Is Objectively Unsupported By Evidence of Good Cause for a Protective Order, as in it Cites No Evidence.....	49
D. Plaintiff’s Seven Grounds for a Protective Order Include Claims Entirely Unrelated to This Case and Are All Unsupported by Evidence.....	53
(1) Attorney-Client Privilege.....	54
(2) Voluminous and Unreasonable in Breadth.....	55
(3) Disproportionate to the Needs of the Case.	56
(4) “Not Reasonably Calculated” to Lead to Admissible Evidence.	57
(5) “Disrupt, Interfere, and/or Injure” Plaintiff’s Business	58
(6) Litigation in Federal Court.....	60
(7) Fishing Expedition.	61
E. Plaintiff’s Baseless Motion Warrants an Award of Defendant’s Reasonable Expenses Under Rules 1.280(d) and 1.380(a)(4).....	62
IV. CONCLUSION	63
V. INDEX OF EXHIBITS.....	64

TABLE OF AUTHORITIES

Cases

<i>Allstate Ins. Co. v. Boecher</i> , 733 So.2d 993 (Fla.1999)	42, 49, 53
<i>Allstate Ins. Co. v. Langston</i> , 655 So.2d 91 (Fla.1995)	59
<i>Amente v. Newman</i> , 653 So.2d 1030 (Fla.1995)	59
<i>Bush v. Schiavo</i> , 866 So. 2d 136 (Fla. 2d DCA 2004)	49
<i>Cavey v. Wells</i> , 313 So.3d 188 (Fla. 2d DCA 2021)	57, 58
<i>Deltona Corp. v. Bailey</i> , 336 So.2d 1163 (Fla.1976)	41, 50, 56
<i>Elrod v. Burns</i> , 427 U.S. 347 (1976)	56
<i>Federal Deposit Ins. Corp. v. Balkany</i> , 564 So.2d 580 (Fla. 3d DCA 1990)	52
<i>Giacalone v. Helen Ellis Mem’l Hosp. Found., Inc.</i> , 8 So.3d 1232 (Fla. 2d DCA 2009)	49
<i>Hepco Data, LLC v. Hepco Med., LLC</i> , 301 So.3d 406 (Fla. 2d DCA 2020)	42
<i>Maris Distrib. Co. v. Anheuser-Busch, Inc.</i> , 710 So.2d 1022 (Fla. 1st DCA 1998)	38, 41
<i>Maris Distributing Co. v. Anheuser-Busch, Inc.</i> , 710 So.2d 1022 (Fla. 1st DCA 1998)	57
<i>Roman Catholic Diocese of Brooklyn v. Cuomo</i> , 592 U.S. 14 (2020)	56
<i>Show Denko America, Inc. v. Hopkins</i> , 586 So.2d 65 (Fla. 2d DCA 1991)	60
<i>Topp Telecom, Inc. v. Atkins</i> , 763 So.2d 1197 (Fla. 4th DCA 2000)	54, 55
<i>Towers v. City of Longwood</i> , 960 So.2d 845 (Fla. 5th DCA 2007)	48, 49, 50, 61
<i>White Egret Condominium v. Franklin</i> , 379 So.2d 346 (Fla.1979)	57

Statutes

42 U.S.C. 2000cc	56
Fla. R. Civ. P. 1.280(b)	42, 58
Fla. R. Civ. P. 1.280(c)	passim
Fla. R. Civ. P. 1.280(d)	37, 40, 62
Fla. R. Civ. P. 1.350	42
Fla. R. Civ. P. 1.380(a)	62
Fla. Stat. §712.065	56
Fla. Stat. §718	7
Fla. Stat. §761.03	56
Fla. Stat. 718.123	7, 8, 57
Practices and Procedures for Civil Cases in Division 49	62

Pursuant to Florida Rule of Civil Procedure (“Rule”) 1.280(d), Roderick James Palmer, Trustee of the 2501 Moody Blvd. Land Trust Agreement dated February 7, 2025 (“Defendant”) hereby files this Response in Opposition to Flagler Square-JAX, Inc.’s (“Plaintiff”) Motion for Protective Order.

I. INTRODUCTION

Plaintiff’s motion asks for the extraordinary. In a suit that Plaintiff brought and against which Defendant has a due process right to defend, Plaintiff seeks to stack the deck and prohibit any and all discovery of any and all relevant requests. That is not only astounding, but absurd. One cannot initiate litigation and tie a defendant’s hands behind their back, blindfold them, and then proceed to the merits against the disabled and disadvantaged defendant. The law requires more and so, too, should this Court.

Despite plainly bearing the burden to justify its extraordinary request, Plaintiff has submitted no evidence at all, much less competent evidence, to support its fanciful quest to cripple Defendant’s ability to defend itself against his action. Instead, Plaintiff offers only generalized, conclusory assertions that Defendant’s requests are **all** (1) protected by attorney-client privilege, (2) are voluminous and unreasonable in breadth, (3) are not proportional to the needs of the case, (4) are not reasonably calculated to lead to the discovery of admissible evidence, (5) are calculated to disrupt, interfere with, and/or injure Plaintiff’s business (including a rather odd allegation that Defendant seeks proprietary and confidential business information), (6) improperly targets discovery relevant to federal litigation involving two unrelated non-parties, and (7) amount to an impermissible “fishing expedition.” Doc. 55, ¶¶4-6. Not one of these generalized assertions is correct, and all should be rejected.

As to the assertions of attorney-client privilege, Plaintiff simply ignores the request, fails to identify any documents that were discovered after a reasonable search but withheld on the basis of privilege, and fails to provide any log of such privilege assertions to enable Defendant to ascertain whether the assertion is valid. Despite having to offer competent and substantial evidence justifying its extraordinary request to withhold all discovery and refuse to engage in any reasonable search for responsive documents, Plaintiff offers no affidavit, exhibit, or citation to any record evidence to support its claims of excessive burden, disproportionality, irrelevance, or business injury. It is the prototypical and impermissible *ipse dixit* that should be rejected by the Court.

Contrary to Plaintiff's baseless and unsupported assertions, Defendant's Requests for Production of Documents are narrowly tailored to discrete subjects – leases, communications, and corporate records – that directly bear on Plaintiff's own allegations and Defendant's affirmative defenses. The discovery rules contemplate liberal discovery of relevant documents, and that is all Defendant has asked for in this matter. A blanket protective order prohibiting any reasonable efforts at obtaining relevant and discoverable information is impermissible, improper, and imbalanced. Plaintiff's Motion should be denied.

II. STATEMENT OF FACTS

A. Plaintiff Seeks to Enforce an Unlawful Condominium Restriction Against Religious Services.

1. On August 28, 2025, Plaintiff, a fellow condominium unit owner and Defendant's neighbor, filed this action, alleging that Defendant's use of its own property for religious services violates the "Dollar Tree Store Prohibited Use" contained in Exhibit 9 of the "Declaration of Condominium for Flagler Square, a Condominium" ("Declaration").

2. The restrictive covenant at issue bars the use of Flagler Square property as “[a] banquet hall, auditorium or other place of public assembly.” Document (“Doc.”) 4, Exhibit (“Ex.”) 1, page (“p.”) 44.

3. The meaning of the term “public assembly” has become a central issue in this litigation.

4. Although the Declaration defines many of its key terms, it does not define the disputed term “public assembly.” Doc. 4, Ex. 1, p. 1.

5. In practice, Plaintiff has interpreted and applied the Declaration in a manner that permits various non-religious public assemblies and similarly situated uses involving group gatherings and public events at Flagler Square, while asserting that Defendant’s religious services constitute a prohibited “public assembly.” Doc. 4. In fact, the record demonstrates the Plaintiff itself has permitted others to violate the identical restriction in an identical way to that allegedly unlawful use by Defendant, and that Plaintiff itself has violated the same restriction.

B. The Condominium Act Protects Peaceable Assembly and Bars Categorical Restrictions on such in Common Elements, including the Parking Lot.

6. The Declaration expressly provides that the property it governs is submitted “to the condominium form of ownership and use, in the manner provided by CH. 718, Fla. Stat. [the “Condominium Act”] ...[.]” Doc. 4, Ex. 1, p. 1.

7. The Declaration further directs that any additional definitions or interpretive guidance not contained in the Declaration itself be supplied by the Condominium Act. Doc. 4, Ex. 1, p. 1.

8. The Condominium Act does not define the term “public assembly.” Fla. Stat. §718.

9. Instead, since 1977, the Condominium Act has affirmatively protected the rights of condominium owners and tenants to peaceably assemble. Fla. Stat. §718.123(2).

10. This provision specifically prohibits a condominium declaration from “unreasonably restrict[ing] any unit owner’s right to peaceably assemble ... in common elements, common areas, and recreational facilities.” Fla. Stat. §718.123(2).

11. Plaintiff contends that this statutory protection is inapplicable here because, in its view, Fla. Stat. §718.123(2) is limited to “common elements” and does not constrain enforcement of use restrictions against individuals inside of their own units. Doc. 28, pp. 15-16 (emphasis in original) (“[T]he portion of the Statute cited by the Defendant states that no entity – including a condominium association – can restrict the right of a unit owner to peaceably assemble in common elements, common areas, and recreational facilities. It does not prevent the Plaintiff from enforcing a use restriction pertaining to individual condominium units, no matter how much the Defendant wishes it were so.”).

12. On September 24, 2025, however, Plaintiff filed a Motion for Temporary Injunctive Relief alleging that the sole harm from Defendant’s alleged violation of the restriction is congested parking in the Condominium’s parking lot, which is indisputably a common element. Doc. 12.

13. The Declaration itself defines “Common Elements” to “include within the meaning contained within the Condominium Act, the following: “The parking areas and parking spaces referenced in and subject to the provisions of this Declaration.” Doc. 4, Ex. 1, p. 2.

14. The Declaration further provides that “[a]ll parking spaces shown on the attached exhibits shall constitute Common Elements and shall be available for the non-exclusive and unallocated uses of all units.” Doc. 4, Ex. 1.

15. In Plaintiff’s Motion for Temporary Injunctive Relief, Plaintiff asserted that it has “suffered and will continue to suffer irreparable harm ... due to Defendant’s impermissible and extensive burden upon the existing parking facilities at the Plaza.” Doc. 12, ¶26.

16. Plaintiff's complaint further concedes that this harm is wholly speculative and has not yet materialized, alleging there **may** be parking congestion if the church's attendance increases significantly. Doc. 4, ¶14 ("The Defendant's planned use of the Premises would overwhelm the available parking at all times." And, "[s]imply put, there is not sufficient parking at the Shopping Center to in any way come close to accommodating the church during events that achieve full capacity of 2,401 people, or even events that come close to that.").

17. Plaintiff also submitted a floor plan to this Court showing that the church's maximum seating capacity is 564 individuals, not 2,401 like it fears may be the case in the future. Doc. 4, Ex. 7, p. 1.

C. Defendant Presented This Court With Undisputed Evidence That There Is No Parking Congestion During Coastal Family Church Services.

18. Plaintiff has offered no evidence that any tenant or lessee at Flagler Square operates during Coastal Family Church's weekly religious services.

19. Plaintiff has offered no evidence that there has been, is now, or is ever likely to be parking congestion at Flagler Square.

20. Plaintiff has offered no evidence that any tenant has ever complained of parking congestion at Flagler Square.

21. Nevertheless, Plaintiff argued to this Court that parking congestion is the primary concern of this litigation. Doc. 48, 16:18 – 25; 17:1 ("The reason behind why you don't want public assemblies and tenants don't want public assemblies in a shopping center is the – one impact is parking. It's a huge amount of parking that gets impacted when church is in session[.]").

22. By contrast, Defendant submitted a sworn Declaration from Pastor George Gourlay of Coastal Family Church stating, unequivocally, that Flagler Square has never experienced parking congestion as a result of church services. Doc. 16.

23. Coastal Family Church conducts church services one day each week – Sunday – for approximately one hour.

24. Pastor Gourlay directed church staff to count the available parking spaces in Flagler Square during services. Doc. 16.

25. Plaintiff alleges that “[t]here are presently 315 parking spaces available for tenants[.]” Doc. 4, p. 7.

26. On October 12, 2025, during a Coastal Family Church Sunday service, Pastor Gourlay’s team determined that 162 parking spaces remained available after all congregants had arrived and parked, “leaving ample room for all other stores’ patrons.” Doc. 16, ¶5.

27. Pastor Gourlay attested, and Plaintiff never controverted with any competent evidence, that this level of available parking “is consistent with every worship service[.]” Doc. 16, ¶6. Thus, the alleged parking congestion injury is not only unsupported by competent evidence, but is wholly contradicted by the sworn evidence before the Court.

28. On December 11, 2025, Defendant filed a second declaration from Pastor Gourlay documenting available parking spaces during church services during several additional services further confirming the consistent availability of parking. Doc. 25.

29. That second declaration included photographs showing the parking lot and the ample available parking during church services. Doc. 25.

30. On January 22, 2026, this Court granted Plaintiff’s motion for temporary injunction, stating that injunctive relief “serves the public interest of those owners and tenants in the subject commercial development who are impacted by the violation many of whom may have acquired their interest in the property because of the restrictive covenant which appears to favor

multiple tenancies to improve retail opportunities and **appears to attempt to protect parking for the good of all of the owners/tenants.**” Doc. 32, ¶25 (emphasis added).

31. The injunction does not cite to, reference, or otherwise rely upon any evidence of parking congestion at Flagler Square. Doc. 32.

32. Defendant, through the following request for production of documents, seeks to probe Plaintiff’s parking congestion theory, which underpins its cause of action:

Request for Production #21

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Dollar Tree Store, Inc. and parking congestion.

Doc. 53, p. 6.

33. Defendant’s request is directly targeted at the Plaintiff’s sole theory of alleged harm, is plainly relevant, and seeks plainly discoverable documents concerning that issue. Plaintiff’s motion for protective order seeks to prevent production of this relevant and discoverable information. Doc. 55.

D. Plaintiff Invites this Court to Incorrectly Define “Public Assembly” by Reference to the Wrong Municipality’s Code.

34. Plaintiff next urged this Court to treat this case as a simple contract dispute, rather than a controversy over burdens on religious exercise and assembly, asserting that “[t]he Defendant and the church are bound by temple /sic/ Florida law, and the Defendant is bound by his contractual obligations.” Doc. 28, p. 8 (emphasis in original).

35. To support that framing, Plaintiff asked this Court to look outside the four corners of the Declaration to interpret “public assembly” by reference to the Flagler County Code of Ordinances. Doc. 28, p. 6.

36. Plaintiff represented that “[i]n addressing the issue of what constitutes a public assembly, **the Flagler County Code of Ordinances defines, in Section 3.06.04 a ‘place of public assembly’ as an auditorium, a church, a theater, or other recreational facilities,**” and repeated that representation in its motion for temporary injunction. Doc. 28, p. 6 (emphasis in original); *see also* Doc. 12, ¶9 (emphasis in original) (“The municipal code of Flagler County Florida, Section 3.06.04, in addressing the parking requirements for all districts within Flagler County, includes a specific definition of what is a place of public assembly, as follows: ‘Place of public assembly [includes facilities] such as auditoriums, churches, theaters, and recreational facilities...[.]’”).

37. In reality, Flagler County Municipal Code §3.06.04 does not define “public assembly”; it sets off-street parking requirements for uses including places of “public assembly” such as auditoriums, churches, theaters, and recreational facilities. Flagler County, Fla., Code of Ordinances §3.06.04. Under that provision, Flagler Square’s 315 available parking spaces are more than sufficient for Coastal Family Church’s maximum seating capacity of 564, along with other tenants, if any operate during one-hour Sunday services.

38. Plaintiff’s own Complaint confirms that the City of Flagler Beach, rather than Flagler County, governs building development at Flagler Square. Doc. 4, ¶13 (emphasis added) (“The Defendant submitted a Building Permit Application to the **City of Flagler Building Department** on August 21, 2025[.]”); *see also* Doc. 4, ¶13 (emphasis added) (“In addition, the Digital Plan submitted to the **City of Flagler Beach Building Department** reflects the proposed floor plan[.]”).

39. Plaintiff also submitted, along with its Complaint, documents and communications showing that the City of Flagler Beach, rather than Flagler County, governs development at Flagler Square. Doc. 4, Ex. 5 (Plaintiff submitted a City of Flagler Beach Building Permit); Doc. 4, Ex. 6

(Plaintiff submitted a City of Flagler Beach fire inspector report and email communications from the City of Flagler Beach Fire Department); Doc. 4, Ex. 9, p. 2 (Plaintiff submitted email communication referencing meetings between Defendant and the City of Flagler Beach Planning and Architectural Review Board and the City Commission's approval of Defendant's request to rezone the building for use as a church).

40. On January 14, 2026, Plaintiff pivoted from the County code to the City of Flagler Beach municipal code, arguing that "[t]he code of the city of Flagler Beach" should define "public assembly," Doc. 48, 15:19, and claiming that the City's code "says a church is a place of public assembly," Doc. 48, 15:19.

41. Plaintiff's description of the City's code was incorrect.

42. The City of Flagler Beach's code treats "[c]hurches or other places of worship" as a distinct category from other forms of public assembly and addresses churches separately in the zoning and parking provisions. Flagler Beach Municipal Code, Article 2, Sec. 2.06.02 ("Churches or other places of worship One per six permanent seats in the main auditorium"); Flagler Beach Municipal Code, Article 1, Sec. 1-2 (The City defines "Public place" as "any street, alley, park, canal, waterway, beach, public or frequented by the public.").

43. Before Defendant purchased Unit 1, local real estate investor Zander Burger reviewed the City of Flagler Beach Land Development Code and confirmed that the City recognizes churches as a separate and distinct land use category from "public assembly," which the City uses to describe special or temporary events, often outdoors, requiring additional municipal services. Ex. 9, p. 2.

44. This Court's order granting Plaintiff's motion for temporary injunction references "public assembly" eight (8) times in describing the relief granted but does not define the term.

Doc. 32, ¶3 (“At the time the Defendant and the Seller were discussing their potential transaction there was a restrictive covenant in place, a covenant which runs with the land, which covenant provides that ‘operating a banquet hall, auditorium or other place of public assembly is strictly prohibited.’”); Doc. 32, ¶9 (“Defendant was on constructive, specific and direct notice that public assemblies were not permissible.”); Doc. 32, ¶11 (“Defendant admits to allowing public assemblies at Unit 1 in the form of church services.”); Doc. 32, ¶12 (“A temporary injunction is appropriate as it is likely that Plaintiff will prevail on the merits of the underlying action for Declaratory Relief because it is undisputed that the covenant runs with the land, that public assemblies are prohibited and Defendant is hosting public assemblies.”); Doc. 32, p. 3 (“Until the resolution of this case Defendant is enjoined effective immediately from utilizing Unit 1 as a place of public assembly and is prohibited from allowing public assemblies put on by any entity to occur there.”); Doc. 32, p. 3 (“Also effective immediately, Defendant is enjoined from proceeding with any construction or modification to Unit 1 one which would facilitate public assemblies.”).

45. Defendant, through the following requests for production of documents, seeks to discover documents showing what municipal codes Plaintiff relied on in its drafting and enforcement of the Declaration and how it interpreted those codes:

Request for Production #74

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the City of Flagler Beach municipal code.

Request for Production #75

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Flagler County municipal code.

Doc. 53, p. 10.

46. These requests are limited in scope, plainly relevant, and targeted to lead to the discovery of admissible evidence that Defendant may use to support its defenses. Plaintiff's motion for protective order seeks to prevent production of this otherwise relevant information. Doc. 55.

47. Defendant, through the following requests for production of documents, likewise seeks discovery concerning Plaintiff's understanding and application of the term "public assembly" especially as it relates to the Dollar Tree Store Prohibited Uses:

Request for Production #22

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Dollar Tree Store Prohibited Uses. (See Complaint, Exhibit 1, page 44.)

Doc. 53, p. 6.

Request for Production #68

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of "public assembly."

Doc. 53, p. 10.

48. Defendant's requests are plainly targeted at the precise issue that is the subject of this litigation. Plaintiff's Complaint alleges that Defendant's church activities constitute a "public assembly," sought a temporary injunction to prohibit "public assemblies," and says that Defendant's alleged actions are impermissible "public assemblies" in violation of the Declaration. Defendant is plainly entitled to know what evidence, documents, communications, and correspondence Plaintiff has concerning the term that is the fundamental issue in this matter. Defendant's request seeking Plaintiff's interpretation, understanding, and application of the term "public assembly" is plainly relevant, reasonable, reasonably calculated to lead to the discovery of admissible evidence, and must be required. Plaintiff seeks a protective order that would allow it to withhold this otherwise relevant and discoverable information. Doc. 55.

E. Defendant Properly Obtained a Special Exception to Rezone Unit 1 for Church Use While Plaintiff Stood Silent and Now Claims Defendant Acted With “Eyes Wide Open.”

49. Defendant not only verified that its intended use of Unit 1 as a church complied with applicable municipal codes, but also properly applied for and obtained a special exception from the City of Flagler Beach to rezone the property for use as a church.

50. Plaintiff has repeatedly advanced the opposite narrative, telling this Court that Defendant knowingly purchased Unit 1 with knowledge that it could not be used as a church, rather than acknowledging that Defendant sought and obtained rezoning for that very use.

51. Plaintiff reiterated this “eyes wide open” narrative so often that, in granting Plaintiff’s motion for temporary injunction, this Court stated that “the Defendant went into his ownership with eyes wide open, aware of the restrictive covenant, and chose to operate in violation of same making expenditures all along the way in furtherance of the known violation.” Doc. 32, ¶14.

52. Of course, Defendant did not purchase Unit 1 with “eyes wide open” that it would be violating the Declaration if it operated a church at Flagler Square.

53. On October 29, 2024, Defendant applied to the City of Flagler Beach for a special exception to allow its property to be used as a church despite its location in the Highway Commercial Zoning District. Ex. 1.

54. To ensure Plaintiff had an opportunity to support or oppose its application, Defendant sent Plaintiff, by certified mail, a copy of the City’s public hearing notice regarding the requested special exception. Ex. 2.

55. The public hearing notice expressly advised that a “Special Exception Use” had been requested “to utilize the building at 2501 Moody Blvd Unit A as a church in the Highway

Commercial Zoning District,” identified the subject property by parcel number and as “Unit One of the Flagler Square Condominium” and listed “Coastal Community Church d/b/a Coastal Family Church” as the applicant. Ex. 7.

56. The notice was mailed to “Flagler Square-JAX, Inc., PO BOX 273760, Boca Raton, Florida 33427,” but was returned to the sender. Ex. 2.

57. That P.O. Box address is the same mailing address Defendant reported on its 2023, Ex. 3, 2024, Ex. 4, and 2025, Ex. 5, Florida Profit Corporation Annual Reports.

58. P.O Box 273760 is also listed as HHH Management, Inc.’s mailing address. Ex. 6.

59. Neither Plaintiff, nor any of its representatives, appeared at the City of Flagler Beach public hearing to object to Defendant’s special exception request.

60. On December 12, 2024, the City Commission for the City of Flagler Beach unanimously approved the special exception request to allow Unit 1 of Flagler Square to be used as a church:

Competent substantial evidence was presented by the Petitioner or by members of the public that the Special Exception to allow the use of a Church in the Highway Commercial zoning district in accordance with Section 2.06.01 (1 through 7); and that use meets the applicable regulations governing the Highway Commercial district where the proposed church is to be located. The special exception was approved by a motion of Commissioner Mealy to approve application PSPE25-001. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

Ex. 8.

61. Despite this process and notice, Plaintiff submitted correspondence attached to its Complaint indicating that it was either unaware of the public hearing or never given an opportunity to grant permission for church use at the property. Doc. 4, Ex. 9, 2 (“What is also disconcerting and disingenuous is that apparently representations were made to the City of Flagler Beach Planning and Architectural Review Board at a meeting on December 3, 2024, and/or to the City

Commission on December 12, 2024 --- specifically, the pastor of the church purportedly represented that the owner of the remainder of the Shopping Center had no objection to this use. That was not only completely untrue, but at no time did our client ever grant permission nor was it ever asked to grant permission to utilize the Property as a church.”).

62. Plaintiff was either aware of the public hearing and chose not to object, or it was unaware, but it cannot have both had knowledge of the hearing and simultaneously claim that permission was never sought.

63. This Court has placed significant weight on Plaintiff’s assertion that Defendant purchased Unit 1 with “eyes wide open” to an alleged violation of the Declaration. Doc. 32, ¶14.

64. Defendant, through the following requests for production of documents, seeks to test the veracity of Plaintiff’s claim that it was unaware of the public rezoning proceeding and to determine whether Defendant truly purchased Unit 1 with knowledge of Plaintiff’s alleged categorical bar on religious services, or whether Plaintiff knew Defendant believed it was in compliance with the Declaration and waited until after the purchase to sue:

Request for Production #65

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Don Rosenthal between December 11, 2024, and December 18, 2024.

Request for Production #66

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Harry Hahamovitch between December 11, 2024, and December 18, 2024.

Request for Production #67

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Harry Harrison between December 11, 2024, and December 18, 2024.

Doc. 53, p. 10.

65. Each of these requests again goes to the heart of the gravamen of Plaintiff's Complaint and claims against Defendant. Each one goes to the knowledge that the Parties had going into this matter and what Plaintiff knew in advance of the proceedings. Each request tests and probes the theory Plaintiff has advanced in this matter and is plainly relevant and reasonably calculated to lead to the discovery of admissible evidence. Plaintiff's motion for a protective order seeks to prevent production of this otherwise relevant and discoverable information. Doc. 55.

F. Plaintiff Benefits from Participating in the Drafting and Implementation of the Declaration but now seeks to Withhold Association Meeting Minutes Likely Clarifying the Meaning of "Public Assembly."

66. The Declaration predates Defendant's purchase of Unit 1 in Flagler Square.

67. On January 27, 2022, Harry Hahamovitch, as President of Flagler Square-JAX, Inc., signed the Declaration on behalf of Plaintiff, with Kimberly J. Campbell and Sonia M. Nichols as witnesses and Plaintiff has acknowledged that it was involved in the creation of the Declaration. Doc. 4, Ex. 1, p. 29; *see also* Doc. 12, ¶8 ("Plaintiff was initially involved with the creation and recording of the Declaration[.]")

68. Despite that involvement, Plaintiff has not produced any minutes of Flagler Square Condominium Association meetings, including those relating to the planning, drafting, adoption, or implementation of the Declaration.

69. Those meetings are reasonably likely to include discussions of the Declaration's terms, including the "public assembly" prohibition and related definitions, or to contain other information relevant to the proceedings in this matter. Indeed, the Declaration is the sole premise behind Plaintiff's claims here, and Defendant is entitled to discover information related to the Declaration, including Association meeting minutes.

70. Defendant, through the following requests for production of documents, seeks to obtain the Association's minutes from 2021 to the present, which are reasonably likely to contain discussions, explanations, or interpretations of the Declaration, key terms such as "public assembly," evidence of the drafter's intent for the challenged restriction, and evidence of Plaintiff's knowledge of the rezoning of Unit 1:

Request for Production #77

The Flagler Square Condominium Association, Inc. minutes of meeting from 2021, through the present, and throughout the duration of this action.

Doc. 53, p. 6.

71. This request is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Plaintiff's motion for protective order asks this Court to withhold this otherwise relevant and discoverable information. Doc. 55.

G. Plaintiff Signed and is Bound by the Declaration but Tells This Court the Declaration Does Not Apply to Its Own Tenants.

72. The Declaration and its exhibits, including the Dollar Tree Store Prohibited Uses, govern all three units in Flagler Square.

73. As a signatory of the Declaration and owner of Units 2 and 3, Plaintiff subjected itself and its lessees to the rules and regulations contained therein, acknowledging that the Declaration is "a binding document upon everybody, the entire association[.]" Doc. 48, 9:14-17.

74. The Dollar Tree Store Prohibited Uses lists multiple property use restrictions, including:

1. A flea market or pawn shop;
- ...
5. A facility for the sale of rental or used goods (including thrift shops, secondhand or consignment stores);
- ...
8. A gymnasium, sport or health club within 100' of Premises front door;
- ...

19. A banquet hall, auditorium or other place of public assembly[.]

Doc. 4, Ex. 1, p. 44.

75. Plaintiff has represented that no single use restriction has greater priority than any other, explaining that the numerous prohibited uses – flea markets, bars, carnivals, and theaters – are all incorporated in the Declaration as covenants running with the land. Doc. 48, 11:18-25; 12:1-3 (“And by example of other things that cannot be there based upon my client’s lease with Dollar Tree would be a flea market, a bar, a carnival and amusement park, a facility for the sale of used vehicles, a skating rink, a theater of any kind. There’s all these different uses that Dollar Tree would not have leased the property from my client if they were allowed. So those uses that are precluded specifically prohibited are incorporated into the declaration. And it’s a covenant that runs with the land.”).

76. Plaintiff leases Unit 2 to Dollar Tree Stores, Inc.

77. Plaintiff subdivided Unit 3 into several smaller storefronts and leases them to a restaurant, a law firm, a Florida Tax Collector’s Office, “Junque in the Trunk” (a self-described consignment store), and a Fraternal Order of Police lodge that hosts weekly bingo nights and rents its facility for public assemblies. Doc. 15, ¶18-22.

78. Plaintiff has also leased space to a fitness and/or swim studio, which is no longer operating at Flagler Square.

79. Plaintiff has itself hosted, or allowed others to host, public assemblies in the Flagler Square parking lot, including car shows, flea markets, and other events. Doc. 24, ¶3.

80. There is no evidence in the record that any other tenant’s use conforms to all of the Declaration’s restrictions.

81. This Court expressly found that “[t]here are several tenants/owners at the commercial property which uses do violate the aforementioned restrictive covenant[.]” Doc. 32, p. 4.

82. This Court then concluded that “those uses predate the subject restrictive covenant.” Doc. 32, p. 4.

83. That finding - that all other tenants’ leases predate the Declaration - was not based on any competent evidence submitted in this Court or even a review of the tenants’ leases, which Plaintiff has not produced.

84. Plaintiff has not produced any of the other tenants’ leases which it uses to support its claim and which this Court relied on in its order.

85. Instead, the Court’s finding that those other uses “predate the subject restrictive covenant,” Doc. 32, 4, relied on representations from Plaintiff’s counsel made during a hearing:

Court:	So are all of the tenants that are there arguably in violation of the declaration were all of them there prior to the declaration being put in place, like the gym or the – there were several others that he said.
Plaintiff:	No. The only one that’s in violation is the church. The ones that –
Court:	So, all of the other tenants that he mentioned that were violating the current declaration – he mentioned a gym. He mentioned an antique store. He mentioned Junque in the Trunk. He mentioned a few others. Do all of those leases predate the declaration?
Plaintiff:	Yes. Yes. And the Junque in the Trunk is a retail consignment store, appropriate for a shopping center. Its lease predates the declaration.
Court:	Okay.
Plaintiff:	Same thing with the Fraternal Order of Police, which by the way, as we point out, it’s a 1200-square-foot space that has bingo once a week and meetings. 1200 square feet. That’s the equivalent of going to a shopping center to a nail salon or a hair salon, not 18,000 square feet.

Doc. 48, 49:7 – 50:9; *see also* Doc. 28, 9 (emphasis in original) (“[T]he Defendant wholly ignores the fact that the Lodge’s lease predates the date of the Declaration; and, consequently, the Lodge is exempt from the restriction imposed therein.”).

86. However, statements and arguments from counsel is not evidence. It should not have been used as evidence to support a temporary injunction from a party bearing the burden to demonstrate its need, but it certainly cannot be used at the merits stage to permit Plaintiff to allow myriad violations of the very Declaration it is attempting to enforce against Defendant while ignoring its obligations to prove its claims through discovery.

87. Plaintiff has not provided any legal authority establishing that a lease signed before a Declaration signed by the lessor automatically exempts lessees from covenants that run with the land.

88. Rather, Plaintiff informed this Court that current tenants at Flagler Square are subject to the Declaration and that several tenants have entered into lease agreements in reliance on the Declaration's restrictions – i.e., they signed leases after the Declaration was recorded. Doc. 48, 43:6-14. Again, this was a mere assertion of counsel that has not been supported by competent evidence.

89. Specifically, Plaintiff provided:

So, you have a real issue with respect to Dollar Tree. You have a real issue with respect to all the other tenants in the shopping center that are already in there operating and are subject to the dec, those tenants which came after the dec was recorded. And you have a real impact right now on the planned Phase 2 development, whose parking ratios are directly impacted by them. So, it's not speculative at all.

Doc. 48, 43:6-14.

90. Plaintiff's lessees cannot both all have entered into leases before the Declaration and, at the same time, tenants which entered leases after the recording of the Declaration.

91. Likewise, Plaintiff's lessees cannot both be exempt from the Declaration because their leases predate it and yet have entered into leases in reliance on the Declaration's restrictions; those positions are irreconcilable.

92. Nonetheless, this Court adopted both, finding that multiple tenants violate the aforementioned restrictive covenant, but predate the Declaration, while also stating that many tenants may have acquired their interest in the property reliant on the Declaration's restrictions:

There are several tenants/owners at the commercial property which uses do violate the aforementioned restrictive covenant **however those uses predate the subject restrictive covenant.**

Doc. 32, ¶4 (emphasis added).

A temporary injunction is appropriate as it serves the public interest, specifically the interest of those owners and tenants in the subject commercial development who are impacted by the violation **many of whom may have acquired their interest in the property because of the restrictive covenant** which appears to favor multiple tenancies to improve retail opportunities and appears to attempt to protect parking for the good of all the owners/tenants.

Doc. 32, ¶15 (emphasis added).

93. Defendant, through the following requests for production of documents, seeks to obtain the leases and related communications on which Plaintiff has relied throughout this proceeding, and that this Court has referenced in its Order, in order to determine whether these tenants are, in fact, subject to the Declaration and whether their uses violate its restrictions:

Request for Production #31

All leases between Flagler Square-JAX, Inc., and the Patrolman Philip Cardiollo Memorial Lodge #171, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #32

All leases between Flagler Square-JAX, Inc., and any Fraternal Order of Police Lodge, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #33

All leases between Flagler Square-JAX, Inc., and Junque in the Trunk, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #34

All leases between Flagler Square-JAX, Inc., and Dollar Tree Stores, Inc., signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #35

All leases between Flagler Square-JAX, Inc., and the State of Florida or any of its departments, including, but not limited to the Florida Tax Collector's Office, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #36

All leases between Flagler Square-JAX, Inc., and the Flagler County Tax Collector's Office, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #37

All leases between Flagler Square-JAX, Inc., and Ecker Insurance and Associates, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #38

All leases between Flagler Square-JAX, Inc., and Sammy J's Boston's Best Breakfast, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #39

All leases between Flagler Square-JAX, Inc., and any consignment store, thrift shop, or secondhand store, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #40

All leases between Flagler Square-JAX, Inc., and any gymnasium, gym, sport or health club, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #41

All leases between Flagler Square-JAX, Inc., and any place of public assembly, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #42

All leases between Flagler Square-JAX, Inc., and any bowling alley, billiard, pool or bingo parlor, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #43

All leases between Flagler Square-JAX, Inc., and any flea market or pawn shop signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #44

All leases between Flagler Square-JAX, Inc., and any tenant renting property at Flagler Square, signed and/or active between 2016, through the present, and throughout the duration of this action.

Request for Production #45

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the lease between Plaintiff and any Fraternal Order of Police Lodge.

Doc. 53, pp. 7-8

94. Each of these requests is plainly relevant, limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Again, the leases form the entire premise of Plaintiff's theory as to why its continued violations of the Declaration and permitted violations of the Declaration by other tenants is somehow different than its discriminatory treatment of Defendant's religious services. The leases formed a portion of the basis for the Court's temporary injunction and form the basis for Plaintiff's entire theory. Yet, no leases have been entered into evidence nor provided in discovery. Plaintiff cannot make assertions at a hearing that such leases demonstrably prove its claims and exempt its discrimination yet refuse to provide those very leases. The leases are relevant and discoverable. Plaintiff's motion for a protective order seeks to prevent production of these leases and communications and thereby withhold critical, case determinative evidence. Doc. 55.

95. Also, Defendant, through the following requests for production of documents, seeks documents reflecting Plaintiff's understanding and use of key terms associated with the Declaration's restrictions such as "church," "bingo parlor," "consignment store," "thrift shop," "secondhand store," and "public assembly":

Request for Production #69

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of “church.”

Request for Production #70

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of “bingo parlor.”

Request for Production #71

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of “consignment store.”

Request for Production #72

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of “thrift shop.”

Request for Production #73

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the definition of “secondhand store.”

Doc. 53, p. 10.

96. Again, because Plaintiff’s interpretation of the Declaration is the sole issue in this matter and forms the entire basis for its claims against Defendant, Defendant is plainly entitled to discover information related to that interpretation. Plaintiff likewise seeks a protective order to shield from discovery the very materials that would clarify these key terms and shed light on the enforcement of the Declaration against other tenants. Doc. 55.

H. Plaintiff Asserts That Dollar Tree Is Very Concerned About a Church at Flagler Square but Offers No Evidence to Support That Claim.

97. Throughout this litigation, Plaintiff has repeatedly emphasized that national tenants such as Dollar Tree are greatly concerned about churches operating in their vicinity.

98. Specifically, Plaintiff told this Court:

One of the tenants of my client and the property, we own Unit 2, is Dollar tree Stores, a national tenant. And as you’re probably aware from other cases, national tenants are very particular in what they will allow or not allow when they lease property in shopping centers from commercial landlords. They’re very concerned

with things such as visibility, parking, other construction, co-tenancies, other operations. Those are things that are found within almost every national commercial landlord/tenant lease. That applies in this particular case.

Doc. 48, 10:9-21.

99. Plaintiff further represented that its lease with Dollar Tree contains “a list of specific provisions that are not allowed within the shopping center” and that this list is incorporated into the Declaration; however, that lease has not been produced. Doc. 48, 11:9-14.

100. Plaintiff argued that it has “an obligation to enforce their lease and not allow places of public assembly within the shopping center” because “Dollar Tree could potentially argue that we’re in breach of the lease by allowing this to occur,” that “Dollar Tree sales could be reduced, and they could come and seek rent relief,” or “Dollar Tree could allege you’re allowing this to occur within the shopping center, you have to go oppose it or we’re going to terminate the lease.” Doc. 48, 16:7-17.

101. Plaintiff characterized these consequences as “real and legitimate,” insisting there is a “direct, immediate, existing violation of the Dollar Tree lease by [Defendant] right now,” and that it is not speculative to anticipate enforcement by Dollar Tree. Doc. 48, 42:17-25; 43:1-5.

102. In its Complaint, Plaintiff likewise alleged that church use “will disrupt available parking for other tenants, including the outparcel, which will negatively impact the operations of the Shopping Center, the relations among its tenants, and cause a direct impact on the commercial lease between the Plaintiff and Dollar Tree Stores, Inc.” Doc. 4, ¶23.

103. Despite these assertions, Plaintiff has produced no evidence that Dollar Tree Stores, Inc. is concerned about the presence of a church at Flagler Square.

104. Plaintiff has produced no evidence that Dollar Tree Stores, Inc. has complained about parking congestion at Flagler Square.

105. Plaintiff has not produced evidence that Dollar Tree Stores, Inc. has experienced parking congestion at Flagler Square.

106. By contrast, during Defendant's due diligence before purchasing Unit 1, local real estate investor Zander Burger contacted Dollar Tree to determine whether the store objected to the operation of a church in Unit 1. Ex. 9, p. 2.

107. Dollar Tree Store informed Mr. Burger that it did not object to Coastal Family Church operating from Unit 1. Ex. 9, p. 2.

108. Dollar Tree Stores, Inc., is either expressing concern about Coastal Family Church's presence at Flagler Square or it is not, but Plaintiff's portrayal of this litigation as taking legal action to appease Dollar Tree cannot be reconciled with Dollar Tree's lack of objection to a church operating near their stores. If Dollar Tree's concerns formed the premise of this litigation, then Defendant is entitled to see what complaints were made and what those communications involved.

109. Defendant, through the following requests for production of documents, seeks documents and communications that would reveal whether Dollar Tree has ever voiced concern to Plaintiff about church operations, parking, or enforcement of the Declaration:

Request for Production #20

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Dollar Tree Stores, Inc.

Request for Production #23

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Dollar Tree Store, Inc. and the operation of a church at Flagler Square.

Doc. 53, p. 6.

Request for Production #46

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the Dollar Tree Stores, Inc. and Defendant.

Request for Production #47

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning Defendant.

Request for Production #48

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the Coastal Family Church.

Doc. 53, p. 8.

110. Again, these requests are limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Plaintiff's motion for a protective order seeks to bar production of this otherwise relevant information, preventing Defendant from defending against Plaintiff's repeated claims about Dollar Tree's concerns. Doc. 55.

I. Plaintiff Retained HHH Management and Florida Law Enforcement to Bar Church Services at Flagler Square.

111. On Friday, January 23, 2026, this Court granted Plaintiff's request for a temporary injunction, prohibiting Defendant from "utilizing Unit 1 as a place of public assembly," "from allowing public assemblies put on by any entity to occur there," and "proceeding with any construction or modification to Unit 1 which would facilitate public assemblies." Doc. 32, p. 3.

112. The temporary injunction does not define the term "public assembly." Doc. 32.

113. Between January 23, 2026, and January 24, 2026, Plaintiff engaged with HHH Management and arranged for Florida law enforcement officers to stand outside Coastal Family Church on Sunday, January 25, 2026, to prevent congregants from worshipping in Unit 1 – their church.

114. At Defendant's invitation, HHH Management personnel and Florida police walked the halls of Coastal Family Church to confirm no worship services occurred inside Unit 1.

115. On January 26, 2026, Defendant filed a motion seeking emergency relief from the temporary injunction. Doc. 34.

116. This Court did not respond to or otherwise rule on Defendant's emergency motion.

117. On January 29, 2026, Plaintiff appealed this Court's order granting Temporary Injunctive Relief to the Florida Fifth District Court of Appeal. Doc. 39.

118. During the appellate proceedings, Plaintiff altered its position on the meaning of the term "public assembly."

119. Whereas Plaintiff had urged this Court to define "public assembly" by reference to Flagler County's municipal code, Plaintiff argued to the Fifth District that the term is self-evident and that the temporary injunction "speaks for itself." Appellant Answer Brief, Filing #245118802, p. 61 ("No matter how much Appellant wishes to ignore the express language of the TIO, it speaks for itself.").

120. The term "public assembly" cannot both be self-evident and require reliance on extraneous municipal code for definition.

121. Plaintiff therefore either provided HHH Management and Florida law enforcement some explanation of what it believed the term "public assembly" to mean, or it allowed them to enforce the temporary injunction without any further definition.

122. Defendant, through the following requests for production of documents, seeks documents and communications that will indicate how Plaintiff and the Association define and communicate the meaning of "public assembly," a key term in this litigation, and these requests will clarify Plaintiff's relationship with HHH Management and Florida law enforcement, including their authority and interest in enforcing the injunction:

Request for Production #58

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning HHH Management.

Request for Production #62

All documents, including but not limited to business licenses, state licenses, tax documents, tax identification numbers and/or information, governing documents, articles of organization, articles of incorporation, bylaws, permits, business name registration paperwork, registered agent information, bank account information, advertisements, invoices, social media posts, and other such documents related to Plaintiff's operation of HHH Management.

Doc. 53, p. 8.

123. Each of these requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence Plaintiff's motion for protective order seeks to prevent production of this otherwise relevant information, including its communication with HHH Management and police. Doc. 55.

J. While Litigating to Prohibit Church Use at Unit 1, Plaintiff Has Sought to Purchase Unit 1 and Lease It to Coastal Family Church for Church Services.

124. Even while suing Defendant and employing HHH Management and Florida law enforcement officers to enforce this Court's temporary injunction against church services, Plaintiff has sought, during this litigation, to acquire Unit 1 and lease it back to Coastal Family Church for use as a church.

125. Before this lawsuit, Plaintiff had inquired about purchasing Unit 1 but was outbid by Defendant, preventing Plaintiff from completing ownership of all Flagler Square units and controlling the pace and terms of the condominium's development.

126. It would be in Plaintiff's interest to own all three units of Flagler Square, especially given Plaintiff's plans to redevelop the condominium to build additional units.

127. Plaintiff informed this Court as much: "[O]nly Phase 1 of the shopping center has been developed. There's – Phase 2 is pending. So, there's not going to be enough parking when we proceed with the development of Phase 2, which is going to require a certain amount of parking, of which now there's plenty but for them." Doc. 48, 18:11 – 18.

128. Given that Plaintiff has presented no evidence of parking congestion or any concern from any tenant, Plaintiff's only remaining interest in prohibiting Defendant from hosting religious services at Flagler Square is to purchase the Unit and proceed with redeveloping the commercial condominium.

129. In May 2026, Harry Harrison and an associate identified as "Ryan" approached local real estate investor Zander Burger with a proposal to purchase Unit 1 and lease the property to Coastal Family Church for religious services. Ex. 10.

130. Harrison offered to buy Unit 1 for \$1.2 million and to lease it to Coastal Family Church for \$20,000 per month. Ex. 10.

131. Plaintiff has not disclosed its relationship to "Ryan."

132. Plaintiff has not disclosed whether Harry was operating on behalf of Plaintiff, HHH Management, or another entity in his communications with Burger.

133. Plaintiff has not produced any communications to Burger regarding its efforts to purchase Unit 1 and lease it to Coastal Family Church.

134. Plaintiff has not produced evidence concerning how Coastal Family Church could lawfully host religious services in Unit 1 under Plaintiff's ownership without violating the same Declaration Plaintiff now invokes to bar Defendant's church use.

135. Prior to filing its Motion for Protective Order, Plaintiff had not revealed that "Harry Hahamovitch" and "Harry Harrison" were the same individual, a fact disclosed only in a footnote describing "Harry Hahamovitch n/k/a Harry Harrison." Doc. 55, p. 6, n.3.

136. Defendant, through the following requests for production of documents, seeks evidence that will illuminate Plaintiff's and Harrison's roles, ownership interests, and communications concerning Unit 1 and the proposed leaseback to Coastal Family Church, along

with their interpretation of the term “public assembly” which seemingly takes on a different operational definition when employed by Plaintiff in its leasing of property to tenants:

Request for Production #9

All documents, including but not limited to communications, relating to or concerning Harry Hahamovitch’s employment at Flagler Square-JAX, Inc., including his title, job description, and employment history.

Request for Production #61

All documents, including but not limited to business licenses, state licenses, tax documents, tax identification numbers and/or information, governing documents, articles of organization, articles of incorporation, bylaws, permits, business name registration paperwork, registered agent information, bank account information, advertisements, invoices, social media posts, and other such documents related to Plaintiff’s operation of Flagler Square-JAX, Inc.

Request for Production #64

All documents, including but not limited to communications sent by or received by Plaintiff, relating to, discussing, or concerning the price of Unit 1 (One) of 2501 Moody Boulevard ..., Florida 32136, between 2021, through the present, and throughout the duration of this action.

Doc. 53, p. 8.

137. Each of these requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. In fact, each request goes to the heart of the Defendant’s assertions of discrimination in this matter and the complete lack of support for Plaintiff’s alleged harms, which it seems willing to overlook in a lease-back situation rather than the current ownership. Plaintiff’s Motion for Protective Order asks this Court to shield this otherwise relevant information from discovery. Doc. 55.

K. Plaintiff, Upon Request, Has Obtained Documents and Privilege Logs From Defendant but Asks This Court to Shield It From Similar Production Obligations.

138. On November 10, 2025, Plaintiff and Defendant exchanged initial disclosures. Doc. 19; Doc. 20.

139. In its initial disclosures, Plaintiff identified “Donald Rosenthal” as likely to have discoverable information regarding:

The allegations set forth in the Complaint, the restrictions against public assembly set forth in the Declaration and the purpose thereof, the potential impact upon the Plaintiff’s legal rights, its lease agreement with Dollar Tree, the impact on parking in the Shopping Center and the future development thereof, and the financial interest of the Plaintiff that will be harmed by the improper actions of the Defendant.

Doc. 19, p. 1.

140. Plaintiff likewise identified “Harry Harrison” as likely to have discoverable information on the same topics as Rosenthal. Doc. 19, p. 1.

141. In its Motion for Protective Order, however, Plaintiff complains that Defendant’s requests seek information related to “Harry H. Hahamovitch (n/k/a Harry Harrison), as agent of HHH Management, Inc., the manager of Flagler Square Plaza,” and asks this Court to shield it from producing documents regarding Harry Harrison and Donald Rosenthal. Doc. 55, ¶4; n.3.

142. On November 11, 2025, Plaintiff served its First Request to Produce Documents on Defendant. Doc. 20.

143. Plaintiff’s request sought nineteen (19) categories of documents from Defendant. Doc. 20.

144. By contrast, in its Motion for Protective Order, Plaintiff characterizes Defendant’s document requests as comprising only seven (7) categories of requests, yet labels them as “voluminous and excessive.” Doc. 55.

145. Plaintiff asserts that “[a]t no time did Defendant’s counsel contact Plaintiff’s counsel to discuss the foregoing discovery process, or the voluminous and excessive RFP.” Doc. 55, ¶10.

146. Plaintiff did not contact Defendant’s counsel before serving its own First Request to Produce Documents, and neither party was required to initiate such contact prior to serving requests.

147. Defendant timely responded to Plaintiff’s Request to Produce Documents, Doc. 23, and later even supplemented those responses with additional evidence, Doc. 25.

148. Defendant also timely advised Plaintiff that certain requested materials were privileged and, consistent with the requirements of the Florida Rules of Civil Procedure, served a privilege log identifying those documents and the asserted privileges. Doc. 26.

149. In its Motion for Protective Order, Plaintiff contends that all documents responsive to Defendant’s requests are subject to attorney-client privilege but asserts that “it would impose upon Plaintiff an extreme and significant administrative burden in order to assemble a privilege log in order to properly respond to the subject Requests.” Doc. 55, 7, n.4.

150. In its Motion for Protective Order, Plaintiff asserts that Defendant’s Requests “did not comply with the timetable for completion of discovery established by three prior (3) /sic/ Orders of Court.” Doc. 55, ¶11.

151. It is unclear why this assertion appears in Plaintiff’s motion, as this Court has not entered three orders and Defendant’s Requests do not violate any discovery timetable established by this Court or the Florida rules.

152. As of the filing of Plaintiff’s Motion for Protective Order, Plaintiff had produced no responsive documents to any of Defendant’s Requests.

153. In fact, Plaintiff—despite initiating this matter and fundamentally altering and irreparably injuring Plaintiff’s religious worship services for months on end—refuses to participate in discovery, refuses to even perform a relevant search, refuses to give Defendant any discoverable information, and seeks the Court’s protection to do so. Again, filing suit and then asking the Court to handicap the opposing party is impermissible and improper. The Motion should be denied.

III. ARGUMENT

A. Plaintiff’s Motion Operates as a Blanket Attempt to Bar Defendant From Obtaining Discovery – that Discovery Not Be Had – Rather Than Seeking a Narrowly Tailored Protective Order.

Plaintiff filed this action against Defendant and now seeks to bar Defendant from obtaining the discovery it needs to defend against Plaintiff’s claims. Plaintiff does not ask this Court to narrow particular requests, review privileged material in camera, or seal specified categories of information, but rather, asks that Defendant’s discovery “not be had.” Florida Rule of Civil Procedure (“Rule”) 1.280(d). Plaintiff’s desire that discovery “not be had” in this matter is a fundamental abuse of the rules and impermissible. As the Court well knows, the Rules permits broad and liberal discovery, allowing Defendant to “obtain discovery regarding **any** nonprivileged matter that is relevant to any party’s claim or defense.” Rule 1.280(c)(1) (emphasis added). There is no mechanism in the Rules permitting a Plaintiff to file a lawsuit, seek and obtain discovery from the Defendant, and then turn back to the Court saying Defendant is entitled to no discovery.

Rule 1.280(d) governs protective orders. It authorizes the Court, “for good cause shown,” to enter orders protecting a party from annoyance, embarrassment, oppression, or undue burden or expense,” by, among other methods, directing that discovery proceed on “specified terms and conditions,” by different methods, on limited subject matters, or with particular confidentiality safeguards in place. Fla. R. Civ. P. 1.280(d). The rule, in rare circumstances, allows an order “that

the discovery not be had,” but this is not such a case where such an order would be just. Again, there is no circumstance in which a Plaintiff is permitted to bring a lawsuit seeking a total prohibition on a Defendant’s fundamental religious exercise and then hide behind vague, unsupported, and impermissible assertions of “annoyance, embarrassment, oppression, or undue burden” to refuse discovery. The rules are clear, discovery may be had on any relevant and non-privileged information, and Plaintiff cannot handicap the process in the suit it brought here.

Here, Plaintiff has not requested any narrowing, limiting, or safeguarding of discovery. Rather, Plaintiff asks the Court to relieve it entirely “from having to respond ...; from discovering the matters identified herein; and awarding Plaintiff, as a sanction, its reasonable attorney’s fees and court costs in connection with this Motion.” Doc. 55, p. 10. That request is, in substance, a blanket prohibition on Defendant’s discovery of otherwise relevant documents.

Plaintiff’s position is particularly striking given the nature of the information sought and the stakes involved. “Even a cursory reading of the complaint” demonstrates that requested information is “relevant and admissible,” and there are few justifications for limiting a litigant’s needs to discover potentially relevant evidence. *Maris Distrib. Co. v. Anheuser-Busch, Inc.*, 710 So.2d 1022, 1025 (Fla. 1st DCA 1998). The production requests at issue here seek, among other things, documents bearing on the meaning and enforcement of the Declaration’s “public assembly” restriction, Plaintiff’s relationship with HHH Management, and leases and communications concerning other tenants whom Plaintiff concedes are operating in violation of the Declaration. These are not collateral topics, but rather they cut to the heart of Plaintiff’s claims, and their suppression would eviscerate Defendant’s defenses. Each of those requests is not only premised on the subject of the litigation but limited and targeted at the very assertions Plaintiff has raised in its complaint and on the record in this matter. The Rules do not countenance a scenario where

counsel can make assertions at a hearing suggesting that the evidence proves his client's claims beyond peradventure and then withhold those very documents and communications that would comprise the evidence he claims supported his injunction.

Plaintiff attempts to avoid producing this relevant discovery by asserting – without evidentiary support – that **all** responsive documents are “subject to attorney/client privilege,” Doc. 55, ¶4, and that assembling a privilege log in order to properly respond to Plaintiff's requests “would impose upon Plaintiff an extreme and significant administrative burden,” Doc. 55, 6, n.4. One labors in vain to see how this can possibly be true, when some of Defendant's requests are to leases between Plaintiff and other tenants that by definition cannot be subject to attorney-client privilege. Yet Plaintiff offers no affidavit or other evidence explaining the reason for that alleged burden, no explanation of why a standard privilege log is infeasible, and no proposal for providing Defendant relevant documents while minimizing that alleged burden. Plaintiff's motion is akin to it asking this Court to simply trust that every responsive document is privileged and that its explanation needs no further review. The rules do not permit this. Rule 1.280(c)(6) says that a party claiming privilege “**must** make the claim expressly and **must** describe the nature of the documents, communications, and things not produced in a manner that . . . will enable the other parties to assess the applicability of the privilege.” (emphasis added). Plaintiff has not done so. The mere assertion of counsel that everything Defendant asks for is protected so it should be excused from the requirement to describe with particularity the allegedly privileged documents is, on its face, insufficient and improper. In fact, binding precedent requires a finding that a refusal to provide a privilege log under Rule 1.280(c)(6) waives the privilege assertion. *E.g., Allstate Ins. Co. v. McClusky*, 836 So.2d 1068, 1069–70 (Fla. 5th DCA 2003) (“failure to provide a privilege log as required . . . generally waives the insurance carrier's right to assert the attorney-client and work-

product privileges”); *Nationwide Mut. Fire Ins. Co. v. Hess*, 814 So.2d 1240, 1242 (Fla. 5th DCA 2002) (same).

Plaintiff likewise characterizes the requested documents as containing “confidential and proprietary information,” Doc. 55, p. 8, but does not identify what trade secret or proprietary information is supposedly at stake or how ordinary confidentiality protections would be inadequate. It is confounding that Plaintiff believes it possesses “proprietary information” as it relates to leasing strip mall units to bingo parlors and tax collector offices, and more so that it believes Defendant seeks that information to defend itself. If Plaintiff genuinely believed particular materials fell into this category, Rule 1.280(d)(7) specifically authorizes Plaintiff to disclose that information to the Court, along with the reason it should not be disclosed. Indeed, Florida Rules of Evidence require a party asserting trade secrets or proprietary information to submit such documents to the Court for review to make a determination as to whether such claims are merited. Fla. Stat. §90.506. *See also Bright House Net., LLC v. Cassidy*, 129 So.3d 501, 505 (Fla. 2nd DCA 2014). “When confronted with a claim of trade secrets or proprietary information in opposition to a discovery request, a trial court must first determine if the materials sought to be protected are, in fact, trade secrets or proprietary information.” *Scientific Games, Inc. v. Dittler Bros., Inc.*, 586 So.2d 1128, 1131 (Fla. 1st DCA 1991). But the mere assertion of counsel that leases for an otherwise generally available commercial unit are proprietary is insufficient on its face. And, even if the mere assertion was not alone insufficient, which it is, the rules do not contemplate that a Plaintiff can use the proprietary information as a sword to support its claim and a shield to prevent discovery. *See* Fla. Stat. §90.506 (requiring that a refusal to disclose proprietary information cannot “otherwise work injustice”). Here, to permit Plaintiff to rely on the leases as a basis to support the

temporary injunction and the merits of its claim but refuse to disclose them would work manifest injustice.

Plaintiff further asserts that Defendant's requests seek "inquiry into wholly irrelevant matters," Doc. 55, ¶5, while simultaneously acknowledging that those same requests concern the definitions of key Declaration terms, Doc. 55, p. 7, communications with agents enforcing the temporary injunction, Doc. 55, p. 6, Harry Harrison's attempts to purchase the Church, Doc. 55, p. 6, and Plaintiff's leases with other tenants whose uses violate the Declaration, Doc. 55, pp. 4-5. Plaintiff does not meaningfully distinguish which of these highly specific and certainly relevant requests it believes irrelevant, nor does it explain how topics that itself put at issue in its pleadings and argument could fall outside the scope of Rule 1.280's liberal discovery standard.

Florida law is clear that "[i]n short, the trial court may limit discovery only when the moving party has made an affirmative showing of good cause." *Maris Distrib. Co.*, 710 So.2d at 1025 (citing *Deltona Corp. v. Bailey*, 336 So.2d 1163, 1169 (Fla.1976)). The plain text of the rule similarly limits such relief. "On motion by a party . . . **and for good cause shown**," the court may limit discovery. Rule 1.280(d) (emphasis added). The burden to demonstrate good cause "falls upon the party seeking that relief." *Towers v. City of Longwood*, 960 So.2d 845, 848 (Fla. 5th DCA 2007). Conclusory assertions of undue hardship or other *ipse dixit* statements of counsel are plainly insufficient to warrant a finding of good cause. *E.g., Cavey v. Wells*, 313 So.3d 188, 195 (Fla. 2nd DCA 2021) ("vague assertions of harassment and undue burden in [a] motion" are insufficient to justify protective order). Indeed, mere inconvenience of having to respond to relevant and permissible discovery is insufficient. *Beekie v. Morgan*, 751 So.2d 694, 697 (Fla. 5th DCA 2000). And, in *Cavey*, even where an affidavit was submitted to support the claim of undue burden, the court found it insufficient when all it contained was conclusory assertions. 313 So.3d at 195. Here,

Plaintiff has not even attempted to support its contentions with sworn affidavits but merely relies on conclusory assertions of inconvenience in a motion. That does not suffice to warrant a blanket refusal to engage in discovery. .

On this record, where Plaintiff has offered only generalized assertions of privilege, speculative claims of burden, and unsupported fears of discovering “confidential and proprietary information,” there is no basis for the Court to foreclose discovery.

B. Plaintiff’s Bid to Bar Discovery Conflicts With Florida’s Liberal Discovery Rules and Would Eviscerate Defendant’s Affirmative Defenses.

The Florida Rules of Civil Procedure “broadly allow parties to obtain discovery of ‘any matter, not privileged, that is relevant to the subject matter of the pending action,’ whether the discovery would be admissible at trial, or is merely ‘reasonably calculated to lead to the discovery of admissible evidence.’” *Allstate Ins. Co. v. Boecher*, 733 So.2d 993, 995 (Fla.1999) (quoting Fla. R. Civ. P. 1.280(b)(1)). “Parties may obtain discovery by 1 or more of the following methods ... production of documents[.]” Rule 1.280(b). The Rule expressly provides that “[i]nformation within this scope of discovery need not be admissible in evidence to be discoverable,” Rule 1.280(c), and that “[i]t may very well be that the information sought elicits nothing germane to Petitioners’ case, but Petitioners are entitled to make such discovery, nonetheless.” *Hepco Data, LLC v. Hepco Med., LLC*, 301 So.3d 406, 411 (Fla. 2d DCA 2020).

Rule 1.350 specifically governs requests for production of documents. It allows any party to require any other party to produce documents, “including electronically stored information, writings, drawings, graphs, charts, photographs, audio, visual, and audiovisual recordings, and other data compilations” and “are in the possession, custody, or control of the party to whom the request is directed.” Fla. R. Civ. P. 1.350.

Defendant's requests fall squarely within this broad discovery framework. Defendant seeks documents in seven (7) discrete categories, each directed to central issues the Court has already recognized as material to Plaintiff's claims and Defendant's defenses. Permitting Plaintiff to wholly ignore discovery obligations as to these targeted, relevant, and plainly permissible inquiries would completely foreclose Defendant's ability to present any defense to Plaintiff's claims. *Hepco Data, LLC v. Hepco Medical, LLC*, 301 So.3d 406, 412 (Fla. 2d DCA 2020) ("The trial court's blanket denial in effect 'eviscerates' Petitioners' right to defend against Respondents' declaratory judgment action... [and] [i]n the absence of any showing of good cause and having found Petitioners were entitled to the discovery sought, the preclusion of this discovery is a material harm for which there is no adequate remedy."). That is wholly improper.

The seven (7) categories of document requests are below:

Category 1: Meaning of "Public Assembly"

Defendant, through Requests 22, 68, 74, 75, and 77, seeks documents bearing on the meaning and application of the term "public assembly" as used in the Declaration. As is set forth in the Statement of Facts ¶¶1-17, 34-48, and 66-71, Plaintiff has asked this Court to interpret the term "public assembly" using the principles of contract interpretation, to construe ambiguities in Plaintiff's favor, and to declare that Defendant violated the Declaration by allegedly hosting "public assemblies." This Court has already recognized the importance of this term, referencing it several times in its Order granting Plaintiff's Request for Temporary Injunctive Relief. Doc. 32. Because Plaintiff's claim for declaratory and injunctive relief turns on how the term "public assembly" is defined and applied, Defendant is entitled to document discovery that either supports or refutes Plaintiff's interpretation and the Court's prior findings. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and

probative evidence. In fact, each request goes to the heart of the Defendant's assertions of discrimination in application of the term "public assembly." Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

Category 2: Alleged Parking Congestion

Defendant, through Request 21, seeks documents concerning Plaintiff's alleged parking congestion at Flagler Square. As is set forth in Statement of Facts ¶¶18-33, Plaintiff's sole assertion of irreparable harm supporting declaratory and injunctive relief is alleged parking congestion caused by Coastal Family Church's weekly, Sunday morning, one-hour services. This Court treated those allegations as significant, concluding that a temporary injunction was needed to protect tenants from parking congestion. Doc. 32, ¶15. Plaintiff, however, produced no evidence of actual parking congestion, whereas Defendant has submitted declarations and photographs showing ample available parking during religious services, but this Court did not consider that evidence sufficient to rebut Plaintiff's unsupported allegations. Defendant is entitled to seek discoverable and relevant information concerning the premise behind Plaintiff's claims concerning parking, including complaints, internal communications, and similar materials which are directly relevant to Plaintiff's claimed harm and to Defendant's ability to rebut it. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

Category 3: Knowledge of Rezoning Unit 1 as a Church

Defendant, through Requests 65, 66, and 67, seeks documents regarding Plaintiff's knowledge of Defendant's rezoning of Unit 1 for use as a Church. As is set forth in Statement of Facts ¶¶49-65, Plaintiff alleges that Defendant purchased Unit 1 with eyes wide open as to its

alleged violation of the Declaration. Further, Plaintiff claims it lacked any opportunity to consent or object to the use of the property as a church. However, the record shows that Plaintiff had the opportunity to object yet did not do so. This Court nonetheless found Plaintiff's "eyes wide open" narrative quite convincing, concluding that "Defendant went into his ownership with eyes wide open, aware of the restrictive covenant[.]" Doc. 32, ¶14. Communications and corporate records regarding Plaintiff's knowledge of the rezoning process, its proper mailing address, its receipt of notice of related public hearings, and internal discussions among Plaintiff's principals are highly probative of Plaintiff's knowledge, credibility, and entitlement to the relief it seeks. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

Category 4: Unreasonable and Arbitrary Enforcement of the Declaration

Defendant, through Requests 31-45 and 69-73, seeks documents concerning Plaintiff's enforcement – or non-enforcement – of the Declaration's use restrictions against other tenants and its own activities. Defendant has made clear that it believes Plaintiff has engaged in an unreasonable, arbitrary, and discriminatory enforcement of the Declaration's use restrictions against Coastal Family Church. As is set forth in Statement of Facts ¶¶72-96, Defendant has reason to believe that Plaintiff has leased property subject to the Declaration to at least seven (7) non-conforming tenants and has itself hosted or permitted public assemblies at Flagler Square. Those tenants violate some six (6) restrictions contained in the same Dollar Tree Stores Prohibited Uses document Plaintiff asks this Court to enforce against Defendant. This Court has already acknowledged that the uses of "several tenants/owners at the commercial property" "violate the aforementioned restrictive covenant," but accepted Plaintiff's argument – unsupported by leases

or other competent evidence – that “those uses predate the subject restrictive covenant.” Doc. 32, ¶4. The leases, lease terms, and related communications are not only plainly relevant, but may be case-determinative and are required for Defendant to show arbitrary, unreasonable, selective, and discriminatory enforcement of the Declaration. Furthermore, interrogatory responses and testimony would not suffice for Defendant to place this evidence before a jury, but to properly put on its defense, Defendant requires these requested documents. Each of Defendant’s requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. In fact, each request goes to the heart of the Defendant’s assertions of discrimination in application of the term “public assembly.” Plaintiff’s refusal to provide or engage in discovery on this issue is abusive and improper.

Category 5: Dollar Tree’s Alleged Objections to Religious Services

Defendant, through Requests 20, 23, 46, 47, and 48, seeks documents regarding Dollar Tree’s purported concern with religious services at Flagler Square, and, more generally churches residing near their stores. As is set forth in Statement of Facts ¶¶97-110, Plaintiff has repeatedly emphasized that it must obtain declaratory and injunctive relief that categorically bars religious services at Flagler Square because Dollar Tree Stores, Inc. would never rent property near a church and that it is Dollar Tree’s concerns that drive this litigation. This Court credited those assertions, concluding that temporary injunctive relief was necessary to protect the interests of tenants relying on the Declaration’s alleged bar on public assemblies. Doc. 32, ¶15. Emails, letters, internal memoranda, leases, and communications involving Dollar Tree and Plaintiff are central to determining whether Dollar Tree is in fact concerned with a church operating in its vicinity, whether it views the uses at issue as “public assemblies,” especially given Dollar Tree is the drafter of the prohibited uses at issue, and whether Plaintiff’s claimed harm is current and concrete, or

speculative as Defendant has maintained as its argument and one of its defenses throughout this litigation. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

Category 6: HHH Management and Police Enforcement of Temporary Injunction

Defendant, through Requests 58 and 62, seeks documents related to Plaintiff's hiring of a third-party management company and Florida police to enforce this Court's temporary injunction against Coastal Family Church's congregants. As is set forth in Statement of Facts ¶¶111-123, Plaintiff employed HHH Management and Florida law enforcement to, essentially, guard the doors of a church and block parishioners from worshipping Jesus Christ. Plaintiff's Motion for Protective Order further reveals that Harry Hahamovitch (now Harry Harrison) is both Plaintiff's agent and an agent of HHH Management, underscoring the relevance of the requested documents. Doc. 55, ¶4. Documents reflecting instructions to HHH Management and police, internal discussions about how to interpret the injunction's use of the term "public assembly," and communications regarding the enforcement of the injunction are critical to Defendant's presentation of its case here. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. In fact, each request goes to the heart of the Defendant's assertions of discrimination in application of the term "public assembly." Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

Category 7: Efforts to Purchase Unit 1 and Lease it to Coastal Family Church

Defendant, through requests 9, 61, and 64, seeks documents concerning efforts by Harry Harrison and Ryan to purchase Unit 1 from a third-party real estate investor and to lease that property to Coastal Family Church for religious services. As is set forth in Statement of Facts

¶¶124-137, Harrison and Ryan approached local real estate investor Zander Burger with an offer to buy Unit 1 and lease it to Coastal Family Church for religious services. Without discovery, it will remain unclear whether they acted as Plaintiff's agents when negotiating with Burger, whether and how Plaintiff's planned use of Unit 1 for religious services could be reconciled with Plaintiff's asserted interpretation of "public assembly." Documents and communications concerning the terms of that proposed transaction may be either case-determinative, or at least highly probative of the proper construction of "public assembly" and the reasonableness of Plaintiff's enforcement of the Declaration.

Plaintiff's vague and rather flippant claims that all of these categories of document requests are "irrelevant" and constitute a "fishing expedition" is entirely unsupported by facts or law. Unsurprisingly, Plaintiff is not the first in this district to make such unsupported claims. In *Towers v. City of Longwood*, Counsel similarly characterized discovery sought as generally a "fishing expedition" and otherwise available by public record, and the trial court erred by accepting that characterization without analyzing each individual request. 960 So.2d 845, 849 (Fla. 5th DCA 2007). The Fifth District made clear that broadly labeling discovery requests as a fishing expedition without confronting the individual categories of requests at issue creates reversible error:

If any of the documents are protected by a privilege, she needs that issue specifically addressed by the court. Should there be a question about individual documents, the trial court can examine them *in camera*. The trial court's broad labeling of the entire document production process as a fishing expedition, however, without addressing the individual categories of documents sought is insufficient, particularly where it is obvious from looking at the notice to produce and the allegations of the complaint that the document production is being directed at many relevant items.

Towers, 960 So.2d at 849.

Likewise, in *Giacalone v. Helen Ellis Mem'l Hosp. Found., Inc.* the Second District held that “when the requested discovery is relevant or is reasonably calculated to lead to the discovery of admissible evidence and the order denying that discovery effectively eviscerates a party’s claim, defense, or counterclaim, relief by writ of certiorari is appropriate.” 8 So.3d 1232, 1234 (Fla. 2d DCA 2009). That is precisely where the parties find themselves here. Defendant’s document requests are tightly focused on issues the Court has already treated as relevant, and an order granting Plaintiff’s Motion for Protective Order would effectively strip Defendant of the ability to defend itself against Plaintiff’s claims for declaratory and injunctive relief.

Defendant’s seven (7) categories of plainly relevant document requests and detailed assessment of their likelihood to lead to the discovery of admissible evidence, including an extensive evidentiary record outlined in its Statement of Facts, certainly warrants denial of Plaintiff’s motion. Any other result would directly contradict controlling legal precedent and the plain language of Rules 1.280 and 1.350 and lead to the kind of defense-eviscerating order repeatedly condemned by Florida courts.

C. Plaintiff’s Motion Is Objectively Unsupported By Evidence of Good Cause for a Protective Order, as in it Cites No Evidence.

It is well established that a “trial court possesses broad discretion in overseeing discovery, and protecting the parties that come before it.” *Towers*, 960 So.2d at 848 (citing *Bush v. Schiavo*, 866 So. 2d 136, 138–39 (Fla. Dist. Ct. App. 2004)). At the same time, Rule 1.280(c) authorizes the granting of protective orders only “for good cause shown” and only to “protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires.” *Allstate Ins. Co.*, 733 So.2d at 995 (quoting Fla. R. Civ. P. 1.280(c)). As the Florida Supreme Court explained in *Deltona Corp. v. Bailey*, “[i]n view of the general philosophy of full discovery of relevant facts and the broad statement of scope ... it is fairly rare that it will be ordered that a

deposition not be taken at all,” and “[a]ll motions under these subparagraphs of the rule must be supported by ‘good cause’ and a strong showing is required before a party will be denied entirely the right to take a deposition.” *Deltona Corp. v. Bailey*, 336 So.2d 1163, 1170 (Fla.1976).

Measured against that standard, Plaintiff’s motion is devoid of any evidence or legal analysis that could support a finding of good cause. Even a cursory review of Plaintiff’s motion shows that, once Defendant’s Requests for Production are set aside, Plaintiff only offers a few short paragraphs in support of its request for a protective order and none of them contain record evidence or a showing of burden, oppression, or harassment.

First, Paragraph 1 of Plaintiff’s motion is purely introductory. It recites that Plaintiff filed a complaint for injunctive and declaratory relief and provides no supporting facts, record evidence, or even argument in support of a protective order. Doc. 55, ¶1.

Paragraph 2 asserts, in a purely conclusory fashion, that Defendant’s production requests go “well beyond issues that relate to the Plaintiff’s alleged claims and/or the Defendant’s alleged affirmative defenses as framed by the pleadings.” Doc. 55, ¶2. However, Plaintiff offers no support for this statement – no description of any specific request alleged to be overbroad, no effort to analyze individual categories of document requests, no legal authority, and no evidence to support its request. Ultimately, Plaintiff fails to engage in the legally required assessment of individual categories of documents mandated for receipt of a protective order. *Towers*, 960 So.2d at 849.

Paragraph 3 merely states the undisputed fact that “[o]n or about June 4, 2026, Defendant served the [production requests] which contains seventy-seven (77) separate requests, many of which are objectionable.” Doc. 55, ¶3. Plaintiff labels “many” of the requests as objectionable, against without identifying which requests, why they are objectionable, or how they impose undue

burden or expense. Doc 55, ¶3. Again, there is not a single reference to evidence, legal authority, or support for its requested protective order.

Paragraph 4 restates several of Defendant's requests and then asserts without affidavit, privilege log, or description of the documents withheld, that **all** responsive documents are (1) subject to attorney-client privilege, (2) voluminous and unreasonable in breadth, and (3) clearly not proportionate to the needs of the case. Doc. 55, ¶4. This bare argument falls far short of Rule 1.280(c)(6)'s requirement that a party claiming privilege "must make the claim expressly and must describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection." Rule 1.280(c)(6). And it provides no factual basis or evidentiary support for a finding of good cause for a protective order.

Paragraph 5 continues in the same vein, asserting that Defendant's requests are "disproportionate to the needs of the case[.]" (4) "are not reasonably calculated to lead to the discovery of admissible evidence[.]" (5) "these requests are calculated to disrupt, interfere and/or injure the Plaintiff and business rather than to seek discoverable information related to its defense of the above-styled action[.]" and (6) "the challenged discovery appears to be geared towards [litigation] pending in the United States District Court for the Middle District of Florida[.]" Doc. 55, ¶5. Plaintiff's motion contains no explanation of how production requests, which are each directly related to either the Declaration, leases Plaintiff made relevant, enforcement of the temporary injunction, and communications with Dollar Tree and HHH Management, could even be considered irrelevant to the claims and defenses in this case. Plaintiff especially offers no explanation for its remark that Defendant is allegedly seeking discovery in a case that, even from a quick skim would reveal clearly demands very little, if any discovery, and certainly none of what

was requested in this case. Nor does Plaintiff consider the entirely unique parties to the federal litigation, parties that do not include Defendant. A red herring that certainly does not serve as evidentiary or legal support for a protective order.

In Paragraph 6 Plaintiff cites to the motion's first legal authority which is *Federal Deposit Ins. Corp. v. Balkany*, 564 So.2d 580, 581 (Fla. 3d DCA 1990), which Plaintiff attempts to use to characterize (7) all of Defendant's requests as fishing expeditions. Doc. 55, ¶6. *Balkany* supports the opposite conclusion. There, the trial court ordered a bank to produce all of its bank transactions, including those of unrelated third parties, so that defendant could comb through them in hope of locating a single missing document. 564 So.2d at 581. Counsel made clear it wished "to go through all of Bayshore Bank's minutes, letter of credit files, and release files for the time period in question in hopes of finding some reference to the allegedly missing documents, or actually finding a misplaced document." *Id.* The Third District held "[i]t was error for the trial court to order production of records of loan transactions not related to the pending case," because doing so "implicate[d] privacy rights of persons not aware of the intrusion, and not connected in any way to the transaction at issue." *Id.*

Of course, Defendant's production requests do not seek non-party financial records or blanket access to unrelated records. Rather, each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence. In fact, each request goes to the heart of the Defendant's assertions of discrimination in application of the term "public assembly." Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper. Defendant's requests target documents directly tied to Plaintiff's own witnesses, leases, enforcement activities, and communications about the very Declaration and uses at issue. In fact, the only individuals specifically named in the challenged requests – Harry Harison

and Don Rosenthal – are identified by Plaintiff, in its initial disclosures, as key witnesses with discoverable information regarding the allegations in the complaint. Doc. 19.

Finally, paragraph 7 merely states the uncontroversial proposition that this Court “**can** enter orders of protection for good cause.” Doc. 55, ¶7 (emphasis added). Of course, it can. But only on a showing of “good cause,” which Plaintiff has plainly failed to establish. Again, Conclusory assertions of undue hardship or other *ipse dixit* statements of counsel are plainly insufficient to warrant a finding of good cause. *E.g.*, *Cavey v. Wells*, 313 So.3d 188, 195 (Fla. 2nd DCA 2021) (“vague assertions of harassment and undue burden in [a] motion” are insufficient to justify protective order). Indeed, mere inconvenience of having to respond to relevant and permissible discovery is insufficient. *Beekie v. Morgan*, 751 So.2d 694, 697 (Fla. 5th DCA 2000). Plaintiff offers this Court nothing more than conclusory assertions that discovery would be burdensome in a case it filed. The rules permit no such deck-stacking wherein the Plaintiff can file a claim and tie the defendant’s hands behind his back, blindfold him, and muzzle him from making a defense. The Motion should be denied.

D. Plaintiff’s Seven Grounds for a Protective Order Include Claims Entirely Unrelated to This Case and Are All Unsupported by Evidence.

The Florida Supreme Court has “recognized four exceptions to the general rule requiring complete discovery that are still applicable today: (1) [t]he subject matter of the discovery procedure must be relevant to the cause; (2) [d]iscovery procedures may not be used or conducted to harass or embarrass litigants or witnesses or for malicious purposes; (3) [t]he inquiry must not invade the ancient and necessary right of privileged communications between lawyers and clients; [and] (4) [t]he work product of the litigant, his attorney or agent, cannot be examined, absent rare and exceptional circumstances.” *Allstate Ins. Co.*, 733 So.2d at 995. Plaintiff invokes all four, plus

several additional labels, in an “everything but the kitchen sink” effort to prevent Defendant from obtaining discovery in a case Plaintiff itself chose to file.

(1) Attorney-Client Privilege.

Plaintiff first asserts that “all” of the aforementioned production requests are protected by the attorney-client privilege. Doc. 55, ¶4. When privilege is claimed, Rule 1.280(c)(6) requires that “the party must make the claim expressly and must describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.” Rule 1.280(c)(6). Plaintiff is required to produce a privilege log to support its assertions. *Allstate Ins. Co. v. McClusky*, 836 So.2d 1068, 1069–70 (Fla. 5th DCA 2003) (“failure to provide a privilege log as required . . . generally waives the insurance carrier’s right to assert the attorney-client and work-product privileges”); *Nationwide Mut. Fire Ins. Co. v. Hess*, 814 So.2d 1240, 1242 (Fla. 5th DCA 2002) (same). It has not done so. Instead of satisfying its obligations, Plaintiff, in conclusory fashion, says it would be burdensome because it represents Plaintiff in other matters. Doc. 55, 6 n.3 (Plaintiff states that its counsel “handles numerous other matters on behalf of HHH Management, Inc.,” and, thus, preparing a privilege log would “impose upon Plaintiff an extreme and significant administrative burden in order to assemble a privilege log in order to properly respond to the subject Requests.”) This is nothing more than a “mere claim or contention of undue burden” that provides no factual basis for finding that discovery is “oppressively excessive,” therefore, there “can be no error” in denying such an objection. *Topp Telecom, Inc. v. Atkins*, 763 So.2d 1197, 1199 (Fla. 4th DCA 2000). Plaintiff’s assertion is improper, insufficient, and must be denied.

on the question of excessive and burdensome discovery requests” and has failed to do so.

Id.

(2) Voluminous and Unreasonable in Breadth.

Plaintiff next contends that **all** of Defendant’s production requests are “voluminous and unreasonable,” citing as its sole example that “many of these Requests seek records for the past 10 years, notwithstanding the fact that the Defendant has owned the Unit for a year.” Doc. 55, ¶4. Plaintiff uses one example to characterize all of Defendant’s requests. That one category of requests is that Plaintiff produce leases for its non-conforming tenants, leases Plaintiff, itself, argued were more than five years old. Plaintiff extrapolates from a request for leases signed after 2016 – again, years determined from Plaintiff’s own argument – to characterize the remainder of Plaintiff’s requests as **all** “voluminous and unreasonable” in breadth.

Plaintiff itself has made those leases central to its case, repeatedly arguing that its non-conforming tenants (which includes all tenants aside from Dollar Tree as the drafter of the restrictions) all signed leases that “predate the date of the Declaration” and therefore are somehow exempt from the restrictions Plaintiff subjected itself and his lessees to. Doc. 48, 49:7 – 50:9; *see also* Doc. 28, 9 (emphasis in original) (“[T]he Defendant wholly ignores the fact that the Lodge’s lease predates the date of the Declaration; and, consequently, the Lodge is exempt from the restriction imposed therein.”). This Court also found that “those uses predate the subject restrictive covenant.” Doc. 32, 4.

Because Plaintiff claims the leases are unchanged for more than five years, Defendant reasonably seeks leases dating from 2016 through the present – a ten-year window rooted in Plaintiff’s own representation about the age of the leases. Plaintiff has very few tenants, making this much less onerous than one would assume from Plaintiff’s label of **all** Defendant’s requests

as “voluminous and unreasonable.” Based on the record, Defendant anticipates Plaintiff producing eight (8) leases, which Defendant has made extremely clear from its narrowly tailored requests, which name the tenant and/or type of business associated with the lease sought.

Defendant’s requests seek a handful of leases that go to the very heart of Plaintiff’s claims and Defendant’s defenses. Under *Deltona*, the proper course of action for Plaintiff would be to “consider individually” each request and ask this Court to enter a protective order “only as is necessary to protect ... from oppression, undue burden, or expense, where good cause is shown.” *Deltona Corp.*, 336 So.2d at 1169. Plaintiff has not made that showing.

(3) Disproportionate to the Needs of the Case.

Plaintiff further asserts that all of Defendant’s requests are disproportionate to the needs of this case. Doc. 55, ¶5. Rule 1.280(c)(1), however, directs courts to weigh “the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” Rule 1.280(c)(1).

Here, the issues at stake could not be more significant. “The restrictions at issue here, by effectively barring many from attending religious services, strike at the very heart of the First Amendment’s guarantee of religious liberty.” *Roman Catholic Diocese of Brooklyn v. Cuomo*, 592 U.S. 14, 19-20 (2020). “The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Elrod v. Burns*, 427 U.S. 347 (1976). Further, Plaintiff’s unreasonable, arbitrary, and discriminatory enforcement of a restrictive covenant against a church, and only a church, implicates the Florida Religious Freedom Restoration Act, Fla. Stat. §761.03, Religious Land Use and Institutionalized Persons Act, 42 U.S.C. 2000cc, Florida’s Prohibition on Religiously Discriminatory Covenants, Fla. Stat. §712.065, and Florida’s precedent

concerning discriminatory enforcement of condominium restrictions, *White Egret Condominium v. Franklin*, 379 So.2d 346 (Fla.1979). And Plaintiff’s purported categorical bar on public assembly in common spaces at Flagler Square violates Florida’s Condominium Act. Fla. Stat. 718.123.

The financial stakes are also substantial. Harry Harrison and Ryan made clear in their offer to Zander Burger that Unit 1 is valued at approximately \$1.2 million and Coastal Family Church’s use of the space is valued at approximately \$20,000 per month. Furthermore, Plaintiff, itself, sought and obtained a temporary injunction, telling this Court that the case involves irreparable harm to tenants through alleged parking congestion affecting the 315 available spaces at the condominium. Doc. 12, ¶4. (“[T]he Defendant is adversely affecting the members of the Association, and will be overwhelming the 315 available parking spaces at the Plaza[.]”).

Summarily, against these constitutional, statutory, financial interests, and the alleged irreparable harm of potential parking congestion worthy of a temporary injunction, the burden of producing a limited set of leases, targeted communications, and specified business records is negligible. In any fair application of Rule 1.280(c)(1), the importance and likely benefit of the requested discovery far outweigh any claimed effort or expense, especially claims unsupported by law or evidence.

(4) “Not Reasonably Calculated” to Lead to Admissible Evidence.

Plaintiff also claims that Defendant’s production requests are not reasonably calculated to lead to the discovery of admissible evidence. Doc. 55, ¶5. Florida law is clear that “‘a party may be permitted to discover relevant evidence that would be inadmissible at trial, so long as it may lead to the discovery of admissible evidence.’” *Maris Distributing Co. v. Anheuser-Busch, Inc.*, 710 So.2d 1022, 1024-25 (Fla. 1st DCA 1998) (quoting *Amente v. Newman*, 653 So.2d 1030, 1032 (Fla.1995); see also *Cavey v. Wells*, 313 So.3d 188, 194 (Fla. 2d DCA 2021) (quoting Rule

1.280(b)(1)) (“Accordingly, the appropriate inquiry at this stage of the litigation was whether the discovery was ‘reasonably calculated to lead to the discovery of admissible evidence.’”). “[I]t is not a viable ground for objection that the information sought will be inadmissible at trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” *Kobi Karp Architecture & Interior Design, Inc. v. Charms 63 Nobe, LLC*, 166 So.3d 916, 920 (Fla. 3d DCA 2015) (citing Fla. R. Civ. P. 1.280(b)(1)). The requests seek business records, meeting minutes, and communications that are themselves likely to be admissible and, at a minimum, reasonably calculated to lead to admissible testimony and evidence. Plaintiff cannot declare such discovery “irrelevant” or “inadmissible,” particularly at this stage of litigation. As the Second District emphasized in *Cavey v. Wells*, courts should avoid premature rulings that cut off discovery. 313 So.3d 188, 194 (Fla. 2d DCA 2021). It is difficult to judge what may lead to relevant evidence, and even if a counsel were to offer potential objections to evidence sought in discovery, “there are exceptions” that may make the evidence admissible at trial. *Id.* And “maybe most importantly, the trial court” must make a finding of “‘good cause’ that would support the issuance of a protective order,” before ordering one. *Cavey v. Wells*, 313 So.3d at 195.

Plaintiff neither identifies any specific category of documents that could not lead to admissible evidence, nor offers any factual basis to support a finding of good cause. Its objection on this ground should therefore be rejected.

(5) “Disrupt, Interfere, and/or Injure” Plaintiff’s Business

Plaintiff next claims that Defendant’s requests are calculated to “disrupt, interfere, and/or injure the Plaintiff and its business” and to obtain “wholly irrelevant” confidential and proprietary information. Doc. 55, ¶5. Plaintiff, again, identifies no particular request that would interfere with its operations and offers no affidavit or evidence showing how responding to Defendant’s

production requests would cause it injury. In fact, this objection seems so untethered from the facts of this case that one genuinely wonders if it was meant to make its way into Plaintiff's motion.

Florida law recognizes that truly irrelevant discovery is that which has "no nexus to the subject matter of the pending action." *Kobi Karp Architecture*, 166 So.3d at 919, n.2 (citing *Allstate Ins. Co. v. Langston*, 655 So.2d 91, 95 (Fla.1995)). Otherwise, "a party may be permitted to discover relevant evidence" even if it "would be inadmissible at trial, so long as it may lead to the discovery of admissible evidence." *Amente v. Newman*, 653 So.2d 1030, 1032 (Fla.1995).

Defendant's requests seek relevant, limited information that may lead to the discovery of admissible evidence, anchored in the pleadings, prior orders, and Plaintiff's own representations, all of which are precisely documented with record citations in its Statement of Facts. Issuing a blanket protecting order over such requests is improper and imbalanced.

As for Plaintiff's vague assertion of "confidential and proprietary information," it is entirely unclear what confidential information, trade secrets, or proprietary methods would, or could exist in connection with leasing strip mall space to Dollar Tree and a myriad of non-commercial organizations that rent their space for public assembly, host bingo nights, and collect taxes. More problematically, however, is that even if such information existed, Plaintiff's mere assertion is insufficient to invoke the Court's protection. Florida Rules of Evidence require a party asserting trade secrets or proprietary information to submit such documents to the Court for review to make a determination as to whether such claims are merited. Fla. Stat. §90.506. *See also Bright House Net., LLC v. Cassidy*, 129 So.3d 501, 505 (Fla. 2nd DCA 2014). "When confronted with a claim of trade secrets or proprietary information in opposition to a discovery request, a trial court must first determine if the materials sought to be protected are, in fact, trade secrets or proprietary information." *Scientific Games, Inc. v. Dittler Bros., Inc.*, 586 So.2d 1128, 1131 (Fla. 1st DCA

1991). But the mere assertion of counsel that leases for an otherwise generally available commercial unit are proprietary is insufficient on its face. And, even if the mere assertion was not alone insufficient, which it is, the rules do not contemplate that a Plaintiff can use the proprietary information as a sword to support its claim and a shield to prevent discovery. *See* Fla. Stat. §90.506 (requiring that a refusal to disclose proprietary information cannot “otherwise work injustice”). Here, to permit Plaintiff to rely on the leases as a basis to support the temporary injunction and the merits of its claim but refuse to disclose them would work manifest injustice.

For example, in *Show Denko America, Inc. v. Hopkins*, 586 So.2d 65, 65 (Fla. 2d DCA 1991), the movant’s motion “was supported by an affidavit from its president which stated why certain categories of the documents were considered by the petitioner to be trade secrets,” yet, even then, the movant’s request for “blanket protection” was denied. *Id.* at 65. Here, Plaintiff presents nothing to show why leases are proprietary or why the Court should provide blanket protection for it to use the leases as a sword to support its claims yet shield it from discovery of those same leases. Similarly, Plaintiff’s request for blanket protection should be denied.

(6) Litigation in Federal Court.

Next, in two footnotes, Plaintiff suggests that **all** Defendant’s production requests are “**geared towards**” federal litigation involving non-parties. Doc. 55, ¶2. Specifically, Plaintiff stated “[n]otwithstanding the challenged discovery (the subject of this motion) having little bearing on the instant case, it appears to be geared towards the action styled *Jerald W. Tildon, etc., et. al., vs. Honorable Sandra Upchurch* (Eleventh Circuit Court of Appeals Case No.: 26-11558-H) /sic/.” Doc. 55, ¶2, n.2. This is incorrect factually and irrelevant legally. Each of Defendant’s requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence concerning the Declaration at issue **in this case**, Plaintiff’s application of the

Declaration **in this case**, Plaintiff's understanding of specific terms **in this case**, and Plaintiff's treatment of similarly situated entities discussed **in this case**. In fact, each request goes to the heart of Plaintiff's claims, contentions, and complaint **in this case**. Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

(7) Fishing Expedition.

Finally, Plaintiff recites that “[d]iscovery requests may not be used for fishing expeditions and must be connected to the matters at issue.” Doc. 55, ¶5. Plaintiff does not even attempt to apply this general statement to any specific request or explain why Defendant's requests constitute a fishing expedition. In fact, Plaintiff makes no argument whatsoever, rather just authoring that stand-alone statement – “[d]iscovery requests may not be used for fishing expeditions and must be connected to the matters at issue.” Doc. 55, ¶5. Even under Plaintiff's own assertions, a protective order is unwarranted. Defendant seeks relevant and permissible discovery, and engages in no expedition whatsoever, fishing or otherwise. Each of Defendant's requests is limited, targeted, reasonable, and reasonably likely to lead to the discovery of admissible and probative evidence concerning the Declaration at issue **in this case**, Plaintiff's application of the Declaration **in this case**, Plaintiff's understanding of specific terms **in this case**, and Plaintiff's treatment of similarly situated entities discussed **in this case**. In fact, each request goes to the heart of Plaintiff's claims, contentions, and complaint **in this case**. Plaintiff's refusal to provide or engage in discovery on this issue is abusive and improper.

In *Towers*, the Fifth District squarely rejected a trial court's broad labeling of an “entire document production process as a fishing expedition ... without addressing the individual categories of documents sought is insufficient, particularly where ... the document production is being direct at many relevant items.” *Towers*, 960 So.2d at 849. Consistent with this Court's local

rules, such broad, unsupported claims are strongly discouraged. If instead of a motion for a protective order, Defendant sought to compel the production of these same documents, “[m]erely attaching the request and alleged deficient response to the motion [would] not suffice.” Practices and Procedures for Civil Cases in Division 49. IV.A. Yet, that is exactly what Plaintiff has done here. Plaintiff has merely attached the requests for which it seeks protection and generally provides that “[d]iscovery requests may not be used for fishing expeditions[.]” Doc 55, ¶5.

Because each of Plaintiff’s seven asserted grounds for protection lack evidentiary and legal support, and some of which lack any nexus to the subject matter of this case whatsoever, there is no “good cause” under Rule 1.280(c) for the extraordinary relief of a protective order.

E. Plaintiff’s Baseless Motion Warrants an Award of Defendant’s Reasonable Expenses Under Rules 1.280(d) and 1.380(a)(4).

Rule 1.280(d) provides that “[t]he provisions of Rule 1.380(a)(4) apply to the award of expenses incurred in relation to the motion.” Fla. R. Civ. P. 1.280(d). This Court’s local rules echo that principle, warning that “objections to discovery that have no legitimate basis may result in sanctions pursuant to Florida Rule of Civil Procedure 1.380.” Practices and Procedures for Civil Cases in Division 49. IV.C.

Under Rule 1.380(a)(4)(A), “[i]f the motion is granted and after opportunity for hearing, the court must require the party or deponent whose conduct necessitated the motion, or the party or counsel advising the conduct, to pay to the moving party the reasonable expenses incurred in obtaining the order that may include attorneys’ fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust.” Fla. R. Civ. P. 1.380(a).

Here, Plaintiff’s motion for a protective order was not “substantially justified.” It asserted seven broad grounds for blocking discovery, many of which have no nexus to this case, and none

of which were supported by evidence, legal support, or a request-by-request analysis. The motion cited no facts establishing annoyance, embarrassment, oppression, undue burden, or expense, and offered no showing of ‘good cause’ as Rule 1.280 and controlling precedent require. In light of this wholly unsupported request for a protective order to bar core document discovery, Rule 1.280(d) and 1.380(a)(4)(A) authorize – and, absent a finding of substantial justification or other mitigating circumstances, recommend – an award of Defendant’s reasonable expenses, including attorney’s fees, incurred in responding to and defeating Plaintiff’s motion.

IV. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that this Court deny Plaintiff’s Motion for Protective Order. Additionally, pursuant to Rule 1.280(d), Defendant requests this Court order Plaintiff to serve full, written responses to Defendant’s aforementioned Requests for Production, produce documents responsive to those requests, and, pursuant to Rule 1.380(a)(4)(A) award Defendant its reasonable expenses incurred in responding to this motion.

Dated this 17th day of September in the Year of our Lord, 2026.

Respectfully submitted,

/s/ Avery B. Hill

Mathew D. Staver (FBN 0701092)

Horatio G. Mihet (FBN 0611131)

Avery B. Hill (FBN 1059519)

LIBERTY COUNSEL

P.O. Box. 540774

Orlando, FL 32854

court@LC.org

hmihet@LC.org

ahill@LC.org

V. INDEX OF EXHIBITS

Exhibit Name	Exhibit Number
Request for Zoning Exception	1
Certified Mail to Plaintiff	2
2023 Florida Profit Corporation Annual Report – Flagler Square-JAX, Inc.	3
2024 Florida Profit Corporation Annual Report – Flagler Square-JAX, Inc.	4
2025 Florida Profit Corporation Annual Report – Flagler Square-JAX, Inc.	5
2024 Florida Profit Corporation Annual Report – HHH Management, Inc.	6
Public Hearing Notice	7
Special Exception Approval	8
Zander Burger Affidavit dtd January 25, 2026	9
Email Exchange Between Zander and Harry dtd May 11, 2026	10

VI. CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing will be served upon opposing counsel via Florida's e-filing portal on this 17th day of September in the Year of our Lord, 2026.

Respectfully submitted,

/s/ Avery B. Hill

Avery B. Hill



GOD'S LOVE • BUILDING HIS FAMILY • ADVANCING HIS KINGDOM

10/29/24

City of Flagler Beach
PO Box 70
Flagler Beach, FL 32136

ATTN: Planning and Architectural Board / Special Exception Package

To Whom it May Concern:

Please be advised that the Special Exception Standards have been reviewed in their entirety and we find that our petition from Coastal Community Church DBA Coastal Family Church to the Planning and Architectural Board of Flagler Beach meets each requirement.

1. We are requested to have the property used as a Church which meets the standard.
2. The public health, safety, welfare and convenience will be protected in the manner of the standards as set forth by the city. The church's current location in Flagler Beach has been exemplary in this manner.
3. The church use will not jeopardize injury to the value of property in the current neighborhood location.
4. The use of the church will only compliment and be compatible to the adjoining development and proposed character in which it was designed to benefit the property.
5. All landscaping and screening will meet the standard set forth.
6. The property provides adequate parking, ingress and egress to the vehicles and traffic in and out of the property meeting the standard set forth.
7. The use of the church conforms with all applicable regulations governing the district where the property is situated.

We humbly request this Special Exception and feel we will only enhance the property and surrounding community at large.

Your kind consideration in this request is greatly appreciated.

Warm Regards,

Pastor Roderick Palmer
Senior Pastor
Coastal Family Church



208 S. 6th Street • Mailing address: PO Box 1690 • Flagler Beach FL 32136
386-693-4969 • www.coastalfamily.church • info@cotncoastal.com

Exhibit 1: 001

DATE PRODUCED: 12/12/2024 3:04 AM

CITY OF FLAGLER BEACH:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8388 4392 03

Our records indicate that this item was RETURNED TO SENDER.

ORIGINAL INTENDED RECIPIENT:

MULTI PARCEL IDS

FLAGLER SQUARE-JAX INC

PO BOX 273760

BOCA RATON, FL 33427

The above information represents information provided by the United States Postal Service.

Return Reference Number:

Exhibit 2: 001



Mailer: City of Flagler Beach

Date Produced: 12/12/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8388 4392 03. Our records indicate that this item was delivered on 12/11/2024 at 01:48 p.m. in FLAGLER BEACH, FL 32136. The scanned image of the recipient information is provided below.

Signature of Recipient :

KE Seale
Kate Seale

Address of Recipient :

70

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

MULTI PARCEL IDS
FLAGLER SQUARE-JAX INC
PO BOX 273760
BOCA RATON, FL 33427

Customer Reference Number: C5458592.33091330

Return Reference Number Special Exception PSPE25-0001



Return address:

CITY OF FLAGLER BEACH
105 S 2ND ST
FLAGLER BEACH FL 32136

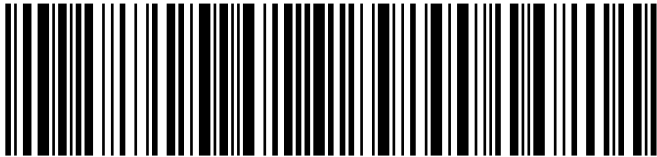


Recipient address:

MULTI PARCEL IDS
FLAGLER SQUARE-JAX INC
PO BOX 273760
BOCA RATON, FL 33427

MAILING DATE: 11/15/2024
DELIVERY DATE: 12/11/2024

USPS CERTIFIED MAIL



9214 8901 9403 8388 4392 03

USPS Tracking Label Number: 9214 8901 9403 8388 4392 03

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	FLAGLER BEACH,FL 32136	11/15/2024 11:28
SHIPMENT RECEIVED ACCEPTANCE PENDING	FLAGLER BEACH,FL 32136	11/15/2024 16:08
ORIGIN ACCEPTANCE	FLAGLER BEACH,FL 32136	11/15/2024 20:14
PROCESSED THROUGH USPS FACILITY	ORLANDO FL DISTRIBUTION CENTER 32862	11/15/2024 21:29
DEPARTED USPS REGIONAL FACILITY	ORLANDO FL DISTRIBUTION CENTER 32862	11/16/2024 09:34
PROCESSED THROUGH USPS FACILITY	WEST PALM BEACH FL DISTRIBUTION 33416	11/16/2024 13:05
PROCESSED THROUGH USPS FACILITY	WEST PALM BEACH FL DISTRIBUTION 33416	11/17/2024 17:56
ARRIVAL AT UNIT	BOCA RATON,FL 33486	11/18/2024 08:26
UNCLAIMED/BEING RETURNED TO SENDER	BOCA RATON,FL 33486	12/07/2024 09:18
PROCESSED THROUGH USPS FACILITY	MIAMI FL DISTRIBUTION CENTER 33152	12/08/2024 11:38
PROCESSED THROUGH USPS FACILITY	ORLANDO FL DISTRIBUTION CENTER 32862	12/10/2024 12:32
AVAILABLE FOR PICKUP	FLAGLER BEACH,FL 32136	12/11/2024 12:51
RETURN TO SENDER TO ORIGINAL SENDER	FLAGLER BEACH,FL 32136	12/11/2024 13:48

CUSTOM 1:

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P02000004977

Entity Name: FLAGLER SQUARE - JAX, INC.

Current Principal Place of Business:

2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445

Current Mailing Address:

P.O. BOX 273760
BOCA RATON, FL 33427

FEI Number: 04-3587792

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HAHAMOVITCH, HARRY H
2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DPTS
Name HAHAMOVITCH, HARRY H
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HARRY HAHAMOVITCH

PRESIDENT

04/11/2023

Electronic Signature of Signing Officer/Director Detail

Date

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P02000004977

Entity Name: FLAGLER SQUARE - JAX, INC.

Current Principal Place of Business:

2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445

Current Mailing Address:

P.O. BOX 273760
BOCA RATON, FL 33427

FEI Number: 04-3587792

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HARRISON, HARRY H
2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: HARRY HARRISON

04/21/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DPTS
Name HARRISON, HARRY H
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HARRY HARRISON

PRESIDENT

04/21/2024

Electronic Signature of Signing Officer/Director Detail

Date

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P02000004977

Entity Name: FLAGLER SQUARE - JAX, INC.

Current Principal Place of Business:

2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445

Current Mailing Address:

P.O. BOX 273760
BOCA RATON, FL 33427

FEI Number: 04-3587792

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HARRISON, HARRY H
2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: HARRY HARRISON

03/06/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DPTS
Name HARRISON, HARRY H
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HARRY H HARRISON

PRESIDENT

03/06/2025

Electronic Signature of Signing Officer/Director Detail

Date

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# V20274

Entity Name: HHH MANAGEMENT, INC.

Current Principal Place of Business:

2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445

Current Mailing Address:

P.O. BOX 273760
BOCA RATON, FL 33427 US

FEI Number: 65-0338738

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROSENTHAL, DONALD
2214 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33445 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DONALD ROSENTHAL

04/29/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name ROSENTHAL, DONALD
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

Title D
Name HARRISON, HARRY
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

Title S
Name BLOND, ELYN
Address 2214 W. ATLANTIC AVENUE
City-State-Zip: DELRAY BEACH FL 33445

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DONALD ROSENTHAL

PRESIDENT

04/29/2024

Electronic Signature of Signing Officer/Director Detail

Date



City of Flagler Beach

P.O. Box 70 • 800 S. Daytona Avenue
Flagler Beach, Florida 32136
Phone (386) 517-2000 ext. 231

Y L GL B
BL G

S e c I x c e o I c o S 25-0001 - request has been submitted for a Special exception Use to utilize the building at Moody Blvd Unit as a church in the Highway commercial Zoning district as provided for in the Land development Regulations Section , Zoning Schedule ne Land Use ontrols The subject property is identified by the lagler ounty roperty ppraiser as arcel I No - -3 - - or Unit ne of the lagler Square condominium pictured in xhibit pplicant oastal ommunity hurch d b a oastal amily hurch

BL G S S D L D B LD Y LL, 105 S. 2^D S ,
L GL B , L D S LL WS
L G D L V W B D SD Y, D MB , 2024
5 0 .M.
Y MM SS SD Y, D MB 12, 2024 5 0 M S
LL S D S V D D.
L S D Y Q S S Y L GL B 86-517-2000
X . 2 1.

The public hearings may be continued to a future date or dates The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice The request will be heard at 3 M, or as soon thereafter as possible, in the ity ommission hambers located at South Second Street, lagler Beach, lorida

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he she will need a record of the proceedings or such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based

In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386- - xt 33 at least hours prior to the meeting

or further information about this request, please call the lanning & Zoning epartment at 3 6 - xt 3 More detailed information may be inspected by the public at the lanning & Zoning epartment, S aytona venue, lagler Beach, during office hours

EXHIBIT A



CITY OF FLAGLER BEACH CITY COMMISSION
FLAGLER BEACH, FLORIDA

Inst No: 2024052692 12/17/2024 3:53 PM
BK:2923 PG:681 PAGES:1
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

APPROVING REQUEST FOR A SPECIAL EXCEPTIO

The City Commission considered a request on December 12, 2024, in a quasi-judicial hearing for a Special Exception located at 2501 Moody Boulevard, Unit A, Flagler Beach, Florida 32136; Parcel ID No. 11-12-31-2500-00010-0010, submitted on behalf of Coastal Community Church d/b/a Coastal Family Church, by Agent Jordan Farrell. After reviewing sworn testimony and evidence by City staff, the petitioners and the general public, the City Commission of the City of Flagler Beach makes the following findings of fact:

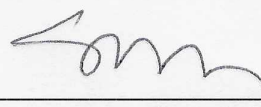
Competent substantial evidence was presented by the Petitioner or by members of the public that the Special Exception to allow the use of a Church in the Highway Commercial zoning district in accordance with Section 2.06.01 (1 through 7); and that use meets the applicable regulations governing the Highway Commercial district where the proposed church is to be located. The special exception was approved by a motion of Commissioner Mealy to approve application PSPE25-001. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

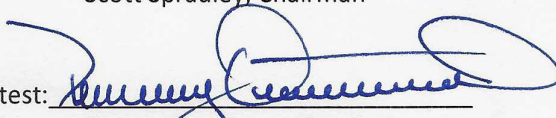
Based upon the foregoing, the request for the Special Exception was APPROVED.

DONE AND ORDERED this 12th day of December, 2024 at Flagler Beach, County of Flagler, Florida.

CITY COMMISSION OF THE
CITY OF FLAGLER BEACH



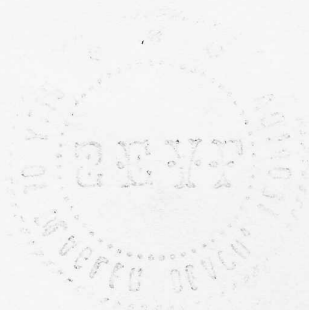
By: 
Scott Spradley, Chairman

Attest: 
Penny Overstreet, City Clerk

This instrument prepared by Penny Overstreet, City Clerk for the City of Flagler Beach, Post Office Box 70, Flagler Beach, Florida 32136, telephone number, (386) 517-2000.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by U.S. Mail to the applicant Coastal Family Church P.O. Box 1690, Flagler Beach, FL 32136, this 12th day of December, 2024.



SUPPLEMENTAL & RESTATED AFFIDAVIT OF ZANDER BURGER

STATE OF FLORIDA

COUNTY OF FLAGLER

Before me, the undersigned authority, personally appeared Zander Burger, who, being duly sworn (or affirmed), deposes and says:

1. Identity and Competence.

My name is Zander Burger. I am over the age of eighteen (18) years, of sound mind, and competent to make this affidavit. The statements herein are based upon my personal knowledge and professional experience.

2. Professional Background.

I am a real estate investor, located in Palm Coast, Flagler County, Florida. I have extensive experience in commercial real estate transactions, including acquisition, due diligence, zoning analysis, and evaluation of restrictive covenants.

3. Role in the Transaction.

I was directly involved in the negotiations, due diligence, and acquisition process relating to the commercial property located within the Flagler Square commercial center in Flagler Beach, Florida (the "Property"), which was acquired by or for Coastal Family Church.

4. Awareness of Alleged Restriction.

During the transaction, I became aware that HHH Holdings, as the majority holder in the Flagler Square development, asserted that an alleged use restriction referencing "public assembly" or "public gathering" prohibited Coastal Family Church from operating at the Property.

5. Review of Recorded Documents.

Upon learning of this assertion, I reviewed the recorded documents affecting the Property, including deeds, declarations, easements, and other instruments customarily relied upon in commercial real estate transactions. I found no recorded covenant or restriction that expressly prohibits churches, religious institutions, or indoor worship services at the Property. Any reference to "public assembly" is vague and undefined.

6. Zoning and Municipal Practice.

I reviewed the City of Flagler Beach Land Development Code and applicable zoning classifications. Churches are recognized by the City as a distinct land use category, separate from “public gatherings” or “public assemblies.” Based on my inquiry and experience, the City applies the term “public assembly” primarily to special or temporary events, often outdoor, that require additional municipal services. Regular indoor worship services are not treated as prohibited public assemblies.

7. Course of Conduct Within Flagler Square.

To my knowledge, Flagler Square has permitted other tenants whose uses involve members of the public congregating indoors during normal business operations. Prior to the involvement of Coastal Family Church, I am not aware of HHH Holdings objecting to those uses on the basis that they constituted a prohibited “public assembly.”

8. Dollar Tree’s Express Non-Objection.

During my due diligence, I became aware that Dollar Tree expressly stated that it did not object to Coastal Family Church operating at the Property. I reasonably relied on this representation in concluding that no enforceable tenant-based restriction existed.

9. Lack of Enforcement Authority.

I am not aware of any recorded document granting HHH Holdings authority to enforce tenant-specific use restrictions on behalf of Dollar Tree or any other tenant. To my knowledge, no written assignment or authorization granting such enforcement rights has been produced.

10. Timing of Objection.

HHH Holdings’ objection was raised after the transaction was underway, after Coastal Family Church had relied on the absence of recorded restrictions, zoning classifications, and tenant non-objection, and after material time and resources had been invested.

11. City of Flagler Beach Special Exception Approval and Public Hearing.

On December 12, 2024, the City Commission of the City of Flagler Beach, Florida, conducted a duly noticed quasi-judicial public hearing regarding a Special Exception application submitted on behalf of Coastal Family Church for the use of the Property as a church. The hearing included sworn testimony and evidence presented by City staff, the applicant, and members of the general public. No objections were raised by any tenants of Flagler Square, including HHH Holdings, nor by the Flagler Square ownership or management. Following the hearing, the City Commission unanimously approved the Special Exception, finding competent substantial evidence that the proposed church use complies with the applicable zoning regulations. This approval is memorialized in a written order recorded in the public records of Flagler County.

12. Prior Ownership and Economic Interest.

HHH Holdings previously owned the subject building within Flagler Square. As the majority holder in the development, HHH Holdings stands to benefit economically if Coastal Family Church's acquisition of the Property is frustrated, delayed, or abandoned.

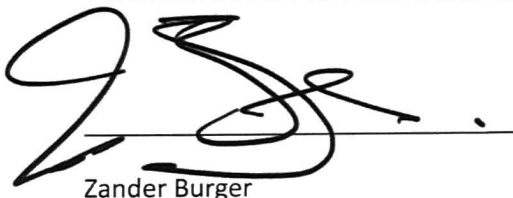
13. Nature of the Intended Use.

The intended use of the Property consists of orderly, peaceful indoor worship services. The use does not involve outdoor events, amplified sound, or demands on municipal services beyond those typical of other permitted commercial uses within the center.

14. Good Faith and Reasonable Reliance.

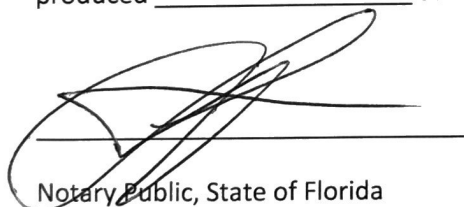
At all relevant times, I acted in good faith and with reasonable reliance upon recorded documents, zoning classifications, communications from involved parties, and established municipal practice. Based on these facts, I reasonably believed—and continue to believe—that Coastal Family Church's intended use of the Property is lawful and not prohibited by any valid or enforceable restriction.

FURTHER AFFIANT SAYETH NAUGHT.

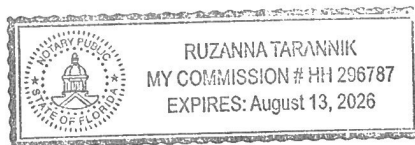


Zander Burger

Sworn to (or affirmed) and subscribed before me by ☒ physical presence ☐ online notarization
this 28 day of January, 2026, by Zander Burger, who is ☒ personally known to me or ☐
produced _____ as identification.



Notary Public, State of Florida



Commission No.: HH296787

My Commission Expires: 08/13/2026

Subject: Re: Proposed Rough Drawing & Partnership Vision for Front Section Flagler Square
Date: Monday, 11 May 2026 at 22:37:44 Central Africa Time
From: Zander Burger
To: Harryboca@gmail.com

Hi Harry,

Thank you again for taking the time to speak with me this morning. I appreciate your willingness to explore possible pathways forward and solutions that could work for everyone involved.

I'm meeting with Ps Rod and Ps George later this evening and wanted to make sure I correctly understood the framework you were proposing so that I can accurately relay it to them. Please let me know if I misunderstood any portion of our conversation.

From my understanding:

- You are offering \$1.2m to buy the building from us right now.
- You would be leasing the building back to the Church for an initial one-year term, with the ability to continue thereafter on a month-to-month basis.
- You mentioned a rental amount of approximately \$20,000 per month.

Thanks again Harry,
Zander

From: Zander Burger <zburger@zanderpg.com>
Date: Saturday, 09 May 2026 at 22:18
To: Harryboca@gmail.com <Harryboca@gmail.com>
Subject: Proposed Rough Drawing & Partnership Vision for Front Section Flagler Square

Hi Harry,

Thank you again for taking the time to call today and discuss possible pathways forward for the property. We truly appreciate the conversation and feel encouraged that everyone is trying to find a workable solution together.

After reflecting on the discussion, I wanted to share a preliminary concept that may help address several of the concerns while also creating something that benefits the overall center long term.

The attached sketch shows a potential approach where the front section of the building would be divided into two separate storefront-style spaces and a space at the back as a loading dock:

- Left space operating as a community-oriented coffee shop/café open throughout the week, including Sundays
- A second retail/shop space that could complement the center and activate the frontage

The church auditorium and ministry functions would remain positioned deeper within the building

rather than presenting as a traditional front-facing assembly use.

Our heart throughout this process has been partnership. We genuinely want to find a way to contribute positively to the plaza, support the surrounding businesses, and help create an environment that brings consistent activity and value to the center as a whole.

If this direction seems workable from your perspective, we would love to continue the conversation and begin discussing what an agreement structure could look like to make this possible and ultimately get back into the building.

We would also be glad to meet on-site during your next visit to walk through the concept together in person.

Thank you again, and we look forward to hearing your thoughts.

Best regards,
Zander