

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

WILLIAM WINDSOR,

CASE NO. 2018-CA-010270-O

Plaintiff,

vs.

ROBERT KEITH LONGEST, an individual, and BOISE CASCADE BUILDING MATERIALS  
DISTRIBUTION, L.L.C., a Foreign Limited Liability Company,

Defendants.

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**PLAINTIFF'S EMERGENCY MOTION TO STRIKE DEFENDANTS ROBERT KEITH  
LONGEST AND BOISE CASCADE BUILDINGS MATERIALS DISTRIBUTION L.L.C.  
EMERGENCY MOTION TO REQUIRE PRO SE PLAINTIFF WILLIAM WINDSOR'S  
SUBMISSIONS TO THE COURT BE REVIEWED, APPROVED AND SIGNED BY A  
MEMBER OF THE FLORIDA BAR AND MEMORANDUM OF LAW**

COMES NOW, William M. Windsor ("Windsor" or "Plaintiff"), and files Plaintiff's  
EMERGENCY Motion to Strike Defendants' Emergency Motion to Require Pro Se Plaintiff,  
William Windsor's Submissions and/or Pleadings to the Court Be Reviewed, Approved and  
Signed by a Member of the Florida Bar ("BAR MOTION"). Pursuant to the Florida Rules of  
Civil Procedure, the Florida Rules of Judicial Administration, the Florida Code of Judicial  
Conduct, the Florida Rules of Professional Conduct, and the Constitutions of the State of Florida  
and the United States of America, Windsor shows the Court as follows:

**INTRODUCTION**

1. There is no basis at all for the Defendants' BAR MOTION, and there is NO  
EMERGENCY. Windsor requests an EMERGENCY HEARING to stop this wrongdoing.

2. The BAR MOTION is filled with false and deceptive information that may not be considered as it was not provided in an affidavit under oath. If it had been sworn, the Plaintiff would be asking the Court to charge Attorney Scott L. Astrin with perjury.

### **FACTUAL BACKGROUND**

3. Attorney Scott L. Astrin filed the BAR MOTION on February 17, 2021 at 4:47 p.m. At first glance, it appears to copy a similar motion filed by Russell E. Klemm in Lake County Case No. 2019-CA-001528.

4. Additional facts are interspersed below.

### **ARGUMENT**

#### **ISSUE #1: THE BAR MOTION IS UNSIGNED AND MUST BE DENIED WITHOUT HEARING.**

5. The BAR MOTION is unsigned and must be stricken.

6. EXHIBIT A is Page 11 of the BAR MOTION marked to show where the signature is supposed to be. There is the required signature on the Certificate of Service, but NOT on the BAR MOTION. EXHIBIT B is a filing by Assistant State Attorney David Asti to show the proper signature. EVERY filing by Windsor will show he always properly signed.

7. Rule 2.515 of the Florida Rules of Judicial Administration dictates the requirement:

‘Every document of a party represented by an attorney shall be signed by at least 1 attorney of record in that attorney’s individual name whose current record Florida Bar address, telephone number, including area code, primary e-mail address and secondary e-mail address, if any, and Florida Bar number shall be stated, and who shall be duly licensed to practice law in Florida or who shall have received permission to appear in the particular case as provided in rule 2.510. The attorney may be required by the court to give the address of, and to vouch for

the attorney's authority to represent, the party. Except when otherwise specifically provided by an applicable rule or statute, documents need not be verified or accompanied by affidavit. The signature of an attorney shall constitute a certificate by the attorney that:

- (1) the attorney has read the document;
  - (2) to the best of the attorney's knowledge, information, and belief, there is good ground to support the document;
  - (3) the document is not interposed for delay; and
  - (4) the document contains no confidential or sensitive information, or that any such confidential or sensitive information has been properly protected by complying with the provisions of rules 2.420 and 2.425.
- If a document is not signed or is signed with intent to defeat the purpose of this rule, it may be stricken and the action may proceed as though the document had not been served.**" [emphasis added.]

8. There, as here, there is no proof that Scott L. Astrin or anyone read the BAR MOTION, and there is no certification that, to the best of his knowledge, information, and belief, there is good ground to support the BAR MOTION.

9. There are many cases where pleadings were declared nullities because they were not properly signed.

See *Daytona Migi Corp. v. Daytona Automotive Fiberglass, Inc.*, 417 So.2d 272 (Fla. 5th DCA 1982) (holding a notice of appeal signed by a non-attorney corporate officer a nullity); *Quinn v. Housing Auth. of Orlando*, 385 So.2d 1167 (Fla. 5th DCA 1980) (reversing summary judgment in favor of corporate housing authority, holding its complaint signed and filed by a non-attorney void); *Nicholson Supply Co. v. First Fed. Sav. & Loan Assoc.*, 184 So.2d 438 (Fla. 2nd DCA 1966) (affirming trial court's striking of plaintiff corporation's complaint holding the complaint a nullity where it was filed and signed by the corporation's non-attorney president).

10. But in this case, there is no signature at all.

11. This Court must strike the unsigned BAR MOTION and all other unsigned pleadings in this case.

**ISSUE #2: THE BAR MOTION MUST BE DENIED DUE TO THE LAW OF THE  
CASE, STARE DECISIS, AND/OR COLLATERAL ESTOPPEL.**

12. This attempt has been denied by Judge G. Richard Singletary in the Fifth Judicial Circuit in Lake County, Florida Case No. 2019-CA-001528 and by Judge James R. Baxley in the Fifth Judicial Circuit in Lake County, Florida, Case No. 2019-CA-001871. These decisions were made in 2020.

13. The DEFENDANTS previously sought to require Windsor to get an attorney to sign his pleadings in arguments presented by these same attorneys, and this attempt was rejected by Judge John Marshall Kest in 2020.

14. The “law of the case” doctrine precludes reconsideration of a previously decided issue.

15. Stare Decisis is the policy of courts to abide by or adhere to the principles established by earlier cases.

16. The notion that a claim or an issue can be procedurally barred or “precluded” by a prior adjudication is commonly expressed in the concepts of res judicata and collateral estoppel.

“Res judicata (or claim preclusion) is one type of procedural bar. Translated \*1255 from the Latin, it means ‘a thing adjudicated.’ See Black’s Law Dictionary 1312 (7th ed.1999). The doctrine of res judicata bars relitigation in a subsequent cause of action not only of claims raised, but also claims that could have been raised. See Florida Dep’t of Transp. v. Juliano, 801 So.2d 101, 107 (Fla.2001). The idea underlying res judicata is that if a matter has already been decided, the petitioner has already had his or her day in court, and for purposes of judicial economy, that matter generally will not be reexamined again in any court (except, of course, for appeals by right). See Denson v. State, 775 So.2d 288, 290 n. 3 (Fla.2000). The doctrine of res judicata applies when four identities are present: (1) identity of the thing sued for; (2) identity of the cause of action; (3) identity of persons and parties to the action; and (4) identity of the quality of the persons for or against whom the claim is made. See McGregor v. Provident Trust Co. of Philadelphia, 119 Fla. 718, 162 So. 323, 328 (1935); Palm AFC Holdings, Inc. v. Palm Beach County, 807 So.2d 703, 704 (Fla. 4th DCA 2002).

“The doctrine of collateral estoppel (or issue preclusion), also referred to as estoppel by judgment, is a related but different concept. In Florida, the doctrine of collateral estoppel



bars relitigation of the same issues between the same parties in connection with a different cause of action. See *Clean Water, Inc. v. State Dep't of Env'tl. Reg.*, 402 So.2d 456, 458 (Fla. 1st DCA 1981) (citing *Gordon v. Gordon*, 59 So.2d 40, 44 (Fla.1952) (finding that 'the principle of estoppel by judgment is applicable where the two causes of action are different, in which case the judgment in the first action only estops the parties from litigating in the second action issues-that is to say points and questions-common to both causes of action and which were actually adjudicated in the prior litigation')))."

17. EXHIBIT 2231 is the motion seeking the same relief in 2019-CA-1528. See pp 7-8. EXHIBIT 2232 is the order denying that relief in 2019-CA-1528. See Paragraph 1.

18. The Law of the Case, Stare Decisis, and/or Collateral Estoppel mean this Court must deny the BAR MOTION.

**ISSUE #3 -- THE BAR MOTION ALLEGES FACTS,  
BUT IT IS NOT VERIFIED AND MUST BE STRICKEN.**

19. The BAR MOTION makes claims of fact in many paragraphs. The Plaintiff will address these at the hearing, if necessary.

20. There is no affidavit, and claims of facts must be stricken.

21. Attorneys may not present facts, only legal arguments.

"Argument by counsel who is not under oath is not evidence. See *Murphy v. State*, 667 So.2s 375 (Fla. 1st DCA 1995); *State v. T.A.*, 528 So.2d 974 (Fla. 2d DCA 1988). (*DiSarrio v. Mills*, 711 So.2d 1355 (Fla.App. 2 Dist. 1998).)

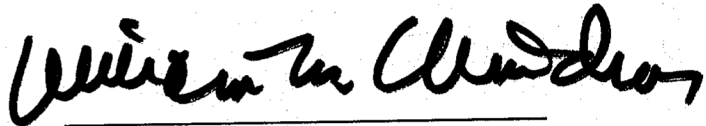
**ISSUE #4 -- THE BAR MOTION CONTAINS FALSE STATEMENTS,  
AND THESE MUST BE STRICKEN.**

22. The Plaintiff is sorry that he cannot take the time right now to itemize and explain all the false statements in the BAR MOTION, but he will do so prior to the EMERGENCY HEARING on this Motion.

**PRAYER FOR RELIEF**

Wherefore, the Plaintiff moves the Court for an order setting an EMERGENCY hearing on this MOTION TO STRIKE; striking the BAR MOTION; denying the DEFENDANT'S BAR MOTION; and granting such other and further relief as is deemed just and proper.

Dated in Leesburg, Florida this 18th day of February, 2021,



William M. Windsor


**CERTIFICATE OF SERVICE**

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

David I. Wynne and Scotty Astrin  
Law Offices of Scott L. Astrin  
100 N. Tampa Street, Suite 2605  
Tampa, Florida 33602  
david.wynne@aig.com, tampapleadings@aig.com,  
emily.christopher@aig.com, scott.astrin@aig.com  
813-526-0559 - 813-218-3110  
Fax: 813-649-8362

This 18th day of February, 2021.



William M. Windsor

**VERIFICATION**

The facts alleged in the foregoing are true and correct based upon my personal knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 18th day of February, 2021,

A handwritten signature in black ink, appearing to read "William M. Windsor", written in a cursive style.

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William M. Windsor

# **EXHIBIT**

# **A**

way that promotes the interests of justice." *In re McDonald*, 489 U.S. 180, 109 S. Ct. 993, 103 L. Ed. 2d 158 (1989).

WHEREFORE, the Defendants, ROBERT LONGEST and BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C., respectfully request this Court require Pro Se Plaintiff, William M. Windsor's Submissions and Pleadings to the Court Be Reviewed, Approved and Signed by a Member of the Florida Bar and/or in the alternative an attorney ad litem be appointed to review and execute any filings in this case any other relief the Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 17th day of February, 2021, to: William Windsor, billwindsor1@outlook.com and bill@billwindsor.com (Plaintiff Pro Se).

/s/ Scott L. Astrin

SCOTT L. ASTRIN

Florida Bar Number 0084557

/s/ David I. Wynne, Jr.

DAVID I. WYNNE, JR.

Florida Bar Number 326290

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Attorney for Defendants

# **EXHIBIT**

# **B**

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA**

**WILLIAM M. WINDSOR,**

**Plaintiff,**

**vs.**

**Case No. 35-2020-CA-001438**

**COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.;  
OMAR NUSEIBEH; VICKI HEDRICK;  
KAREN BOLLINGER; SHEHNEELA ARSHI;  
ISABEL CAMPBELL; SERGIO NAUMOFF;  
ED BROOM, JR.; MARTA CARBAJO;  
SUE YOKLEY; WENDY KRAUSS; HOWARD  
SOLOW; SENTRY MANAGEMENT, INC.;  
CHARLIE ANN ALDRIDGE; ART SWANTON;  
BRAD POMP; CLAYTON & MCCULLOH, P.A.;  
BRIAN HESS; NEAL MCCULLOH; RUSSELL  
KLEMM; FLORIDA DEPARTMENT OF  
BUSINESS and PROFESSIONAL REGULATION;  
MAHLON C. RHANEY; LEAH SIMMS; and  
DOES 1-20,**

**Defendants.**

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**DEFENDANTS FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL  
REGULATION, MAHLON C. RHANEY, AND LEAH SIMMS'  
MOTION FOR PROTECTIVE ORDER TO STAY DISCOVERY  
AND MEMORANDUM OF LAW**

Defendants Florida Department of Business and Professional Regulation (DBPR), Mahlon C. Rhaney, and Leah Simms, by and through undersigned counsel, pursuant to Fla. R. Civ. P. Rule 1.280(c), hereby file this Motion for Protective Order to Stay Discovery and in support hereof state the following:

Plaintiff, William M. Windsor, filed his First Amended Complaint, hereinafter "FAC," on September 8, 2020. Plaintiff sues the Coach Houses at Leesburg Condominium Association, Inc., hereinafter the "Condo Association," where Plaintiff resides, various directors and officers of the

Condo Association, Sentry Management, Inc., the management company for the Condo Association, three employees of Sentry Management, the law firm Clayton & McCulloh, P.A., who represents the Condo Association, three attorneys from the firm, as well as the Florida Department of Business and Professional Regulation (DBPR), and DBPR employees chief arbitrator Mahlon C. Rhaney and arbitrator Leah Simms, for their alleged role in increasing Plaintiff's monthly assessments to the Condo Association and various other wrongdoings identified by Plaintiff through his investigation "to expose the rampant violations," of the Condo Association. First Amend. Compl. at 7.

On October 28, 2020, along with his First Amended Complaint, Plaintiff served the following discovery requests on Defendants: 1) First Set of Interrogatories to Defendant Florida DBPR, 2) First Set of Interrogatories to Defendant Rhaney, 3) First Set of Interrogatories to Defendant Simms, 4) First Request for Admissions to Florida DBPR, 5) First Request for Admissions to Defendant Rhaney, 6) First Request for Admissions to Defendant Simms, 7) First Request for Production to Defendant DBPR, 8) First Request for Production to Defendant Rhaney, and 9) First Request for Production to Defendant Simms. Defendants have until December 11, 2020, to respond to Plaintiff's discovery requests.

In response to Plaintiff's First Amended Complaint, Defendants DBPR, Mahlon C. Rhaney, and Leah Simms filed their motion to dismiss on November 13, 2020, and moved for dismissal based upon judicial immunity, sovereign immunity, failure to state a cause of action, and failure to adhere to pre-suit notice requirements for suing state government. Ex. A.

Judicial immunity and sovereign immunity are immunity from suit and not just from the assessment of damages. See *Kalmanson v. Lockett*, 848 So. 2d 374, 378 (Fla. 5th DCA 2003); *Harlow v. Fitzgerald*, 457 U.S. 800, 817 (1982). Since Defendants are arguing immunities as bases



for dismissal, Defendants move the Court to enter a protective order to stay discovery until the issues of judicial immunity and sovereign immunity are denied, or when Defendants choose to answer a forthcoming amended complaint.

### **MEMORANDUM OF LAW**

Pursuant to Florida Rules of Civil Procedure Rule 1.280(c), “[u]pon motion by a party..., and for good cause shown, the court in which the action is pending may make any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires, including...1) that the discovery not be had; 2) that the discovery may be had only on specified terms and conditions.” See *Waite v. Wellington Boats, Inc.*, 459 So.2d 425 (Fla. 1st DCA 1984).

Until immunity is resolved, discovery shall not be allowed because “inquiries of this kind can be peculiarly disruptive of effective government.” *Harlow v. Fitzgerald*, 457 U.S. 800, 817 (1982) (discovery is improper until the court resolves the question of immunity); see also *Mitchell v. Forsyth*, 472 U.S. 511, 526 (1985). “The policy behind immunity does not merely extend to suits, it also extends to protection against discovery.” *Ray v. Judicial Corr. Servs., Inc.*, No. 2:12-CV-02819-RDP, 2014 WL 5090723, at 2 (N.D. Ala. Oct. 9, 2014), quoting *In re Lickman*, 304 B.R. 897, 903 (M.D.Fla. 2004). See also *Junior v. Reed*, 693 So. 2d 586, 592 (Fla. 1st DCA 1997). “To preserve its purpose, ‘entitlement to absolute immunity must be determined as early as possible.’” *Brown v. Crawford Cty., Ga.*, 960 F.2d 1002, 1011 (11th Cir. 1992), quoting *Marx v. Gumbinner*, 855 F.2d 783, 788 (11th Cir. 1988); see also *Spence-Jones v. Rundle*, 991 F. Supp. 2d 1221, 1238 (S.D. Fla. 2013).

In the instant action, Plaintiff contends that he presented his issues with his Condo Association “to the DBPR in an effort to resolve matters without litigation, but the DBPR,

[Defendant Rhaney], and [Defendant Simms] appear to be corrupt and have worked with [the other defendants] to illegally deny relief to the Plaintiff." First Amend. Compl. at 12, 15. Defendants moved to dismiss Plaintiff's First Amended Complaint based upon judicial immunity for Defendants chief arbitrator Rhaney and arbitrator Simms, and sovereign immunity for Defendant DBPR. As discussed above, immunity is a shield from suit as well as liability. Any discovery requests made by Plaintiff on Defendants before the issue of immunity is resolved should be stayed until immunity is denied, or Defendants file an answer to a future complaint.

**GOOD FAITH CERTIFICATION**

The undersigned has conferred with Plaintiff regarding the issues raised in this motion. Plaintiff states that [REDACTED] Ex. A.

**WHEREFORE**, Defendants DBPR, Rhaney, and Simms, respectfully move this Honorable Court to enter a protective order staying all forms of discovery against Defendants until the issue of immunity is denied either in Defendants' Motion to Dismiss Plaintiff's First Amended Complaint, in some other subsequent motion to dismiss should Plaintiff amend his complaint further, or when Defendants file an answer, and for any such further relief as this Court deems appropriate.

Respectfully submitted,

ASHLEY MOODY  
ATTORNEY GENERAL

/s/David Asti

David Asti

Senior Assistant Attorney General

Florida Bar No. 0102964

Office of the Attorney General

501 E. Kennedy Blvd., Suite 1100

Tampa, Florida 33602-5242

T- (813) 233-2880; F - (813) 233-2886

David.Asti@MyFloridaLegal.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November 11, 2020, I electronically filed the foregoing with the Clerk of the Court through the Florida Courts E-filing Portal which will serve notice to those capable of receiving electronic filing. I further certify that a true and correct copy of the foregoing was served by First Class U.S Mail to Plaintiff, *pro se*, William M. Windsor, 100 East Oak Terrace Drive, Unit B3, Leesburg, Florida 34748 and to billwindsor1@outlook.com and bill@billwindsor.com.

/s/David Asti  
David Asti  
Assistant Attorney General

**EXHIBIT**

**2231**

IN THE CIRCUIT COURT OF THE FIFTH  
JUDICIAL CIRCUIT IN AND FOR LAKE  
COUNTY, FLORIDA

CASE NO.: 35-2019-CA 001528-AXXX-XX

WILLIAM M. WINDSOR,

Plaintiff,

vs.

COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.,

Defendant.

**DEFENDANT, COACH HOUSES AT LEESBURG CONDOMINIUM  
ASSOCIATION, INC.'S MOTION TO DISMISS, MOTION TO  
STRIKE, AND MOTION FOR MORE DEFINITE STATEMENT**

Defendant, COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC. ("Association"), by and through its undersigned counsel, files this, its Motion to Dismiss, Motion to Strike, and Motion for More Definite Statement, under Fla. R. Civ. P. 1.420(b), and as grounds therefor would state:

1. The Plaintiff in this cause of action, WILLIAM M. WINDSOR, is an owner and resident of the Defendant Association, residing at 100 East Oak Terrace Drive, Unit B3, Leesburg, Florida 34748.
2. The Defendant Association is a condominium association, charged with the administration and operation of a condominium association and governed by Florida Statute 718.101, the "Condominium Act".
3. The filing by the Plaintiff is an alleged "First Amended Complaint on Request for Trial De Novo" with regard to a "Final Order of Dismissal" from the Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes, in

Case No. 2019-02-6384 (please see attached copy of "Final Order of Dismissal" and "Final Order Denying Petitioner's Motion for Rehearing" as Exhibit "1").

4. The Plaintiff's "First Amended Complaint on Request for Trial de Novo" was filed February 19, 2020.<sup>1</sup>

5. As set forth in Paragraph 5 of the "First Amended Complaint", the Plaintiff correctly sets forth that the "dispute" was identified with the DBPR as "failure to give adequate notice of meetings or other actions, and failure to properly conduct elections."

**I. STANDARD OF REVIEW.**

6. In determining whether a complaint states a cause of action, the court must consider as true all well-pleaded allegations. *See Price v. Morgan*, 436 So.2d 1116, 1121 (Fla. 5th DCA 1983). A claim should be dismissed under Rule 1.140(b)(6) of the Florida Rules of Civil Procedure if it is clear that no relief can be granted under any set of facts that can be proved consistent with the allegations. *See Wausau Ins. Co. v. Haynes*, 683 So.2d 1123, 1124 (Fla. 4th DCA 1996). Further, a claim should be dismissed with prejudice "when the pleader has failed to state a cause of action and it conclusively appears that there is no possible way to amend the complaint in order to state a cause of action." *Madison County v. Foxx*, 636 So.2d 39, 51 (Fla. 1st DCA 1994); *Drakeford v. Barnett Bank of Tampa*, 604 So.2d 822, 824 (Fla. 2nd DCA 1997).

**II. PLAINTIFF'S COMPLAINT IS BARRED BY THE PROVISIONS OF FLORIDA STATUTE 718.1255.**

7. The action for a "Trial De Novo" from an Arbitration Final Order is controlled by the provisions of Florida Statute 718.1255(4)(k), 718.1255(4)(l), and 718.1255(4)(m), and Florida Administrative Code 61B-45.044. The statute states, in pertinent part, as follows:

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<sup>1</sup> The Plaintiff's claim that he has filed a "First Amended Complaint" is incorrect, and that no prior complaint has ever been filed in this cause of action, the consequence of which would mandate the dismissal of the Plaintiff's Complaint.

"718.1255(4)(k) The arbitration decision shall be rendered within 30 days after the hearing and presented to the parties in writing. . . . An arbitration decision is also final *if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days.*" (emphasis added)

8. As set forth in Exhibit "1", the "Final Order of Dismissal" was entered June 13, 2019, and the Arbitrator entered a "Final Order Denying Petitioner's Motion for Rehearing" on July 2, 2019.

9. The filing of the Plaintiff's "First Amended Complaint" (which is the initial Complaint filed in this cause of action), on February 19, 2020, more than seven months after the entry of the "Final Order of Dismissal" and "Final Order Denying Petitioner's Motion for Rehearing", is in violation of Florida Statute 718.1255(4)(k) and Rule 61B-45.044, FAC, and the specific provisions set forth in the Arbitration Final Order of Dismissal.

**III. THE PLAINTIFF IS BARRED FROM FILING THIS ACTION BY VIRTUE OF THE "FINAL ORDER OF DISMISSAL" IN ARBITRATION CASE NO. 2019-02-6324.**

10. This case is a companion case and almost entirely duplicative of the case of *William M. Windsor vs. Coach Houses at Leesburg*, Case No. 35-2019-CA-001871, now pending before the Honorable James R. Baxley.

11. In Case No. 2019-CA-001871, now pending, the Plaintiff has sought to obtain a Trial de novo, based on a "Final Order of Dismissal", against this Defendant, entered July 31, 2019.<sup>2</sup>

12. As set forth in the "Final Order of Dismissal" of July 31, 2019, the ruling of the Arbitrator quoted the United States District Court for the Northern District of Georgia, Case No. 1:11-CV-1923-TWT, in its Order of February 12, 2018, which stated, in pertinent part:

"IT IS HEREBY ORDERED that the Plaintiff, William M. Windsor, and any parties acting in concert with him or at his behest, are PERMANENTLY ENJOINED from filing any complaint or

<sup>2</sup> An "Order Denying Motion for Rehearing" was entered by the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes, on August 23, 2019, a copy of both orders are attached hereto as Exhibit "2".

initiating any proceeding including any new lawsuit or administrative proceeding in any court (state or federal) or agency in the United States without first obtaining leave of a federal district court in which the new complaint or proceeding is to be filed."

13. The action by the Plaintiff in filing this new action, in the Circuit Court of Lake County, Florida, is therefore barred by the nationwide injunction entered against the Plaintiff in the above-referenced United States District Court for the Northern District of Georgia, Case No. 1:11-CV-1923-TWT.

14. Plaintiff's action should therefore be dismissed or otherwise abated until such time as Defendant shall obtain leave from the U.S. Federal District Court, for the Middle District of Florida.

**IV. THE PLAINTIFF HAS ATTEMPTED TO FILE A COMPLAINT IN EIGHT OR NINE COUNTS, ALL ALLEGEDLY SEEKING A DECLARATORY JUDGMENT.**

15. The relief allegedly sought by the Plaintiff has to do, entirely, with certain meetings held by the Association on February 19, 2019, and an alleged attempted recall of the Board of Directors of the Defendant Association.

16. As the specific relief requested by the Plaintiff, that is, the election of three specific Directors, Mr. Lunsford, Mr. Chandler, and Ms. Campbell, be declared to have been elected (Plaintiff's "Prayer for Relief", Paragraph 18) was accomplished at the Association meeting of March 22, 2019, then the Plaintiff's claims are therefore entirely moot. (Please see copy of "Final Order Denying Petitioner's Motion for Rehearing", attached hereto as Exhibit "1")

17. The Plaintiff's Complaint fails to state a cause of action for declaratory judgment, as the Plaintiff has failed to demonstrate a bona fide, actual, present, practical need for the declaration, that there is some person or persons who have, or reasonably may have, actual, present, adverse and antagonistic interests in the subject matter, either in fact or in law (*MacKenzie v. Centex Homes*,



208 So.3d 790 (Fla. 5th DCA 2016), *Ramos v. CACH, LLC*, 183 So.2d 1149 (Fla. 5th DCA 2015), *Kendrick v. Everheart*, 390 So.2d 53, 59 (Fla. 190).

18. As the relief requested by the Plaintiff is otherwise moot, as set forth in the Plaintiff's alleged "prayer for relief", the Plaintiff has failed to state a cause of action for a declaratory judgment.

V. **THE PLAINTIFF IS BARRED FROM CHALLENGING THE ASSOCIATION'S ELECTION PROCESS, AS PLAINTIFF DID NOT COMMENCE A CHALLENGE WITHIN 60 DAYS OF ELECTION RESULT.**

19. The Plaintiff's "Petition for Non-Binding Arbitration" was formally filed with the Department of Business and Professional Regulation ("DBPR") on April 22, 2019 (Exhibit "1", "Final Order Denying Petitioner's Motion for Rehearing").

20. The Florida Condominium Statute states, under Chapter 718.112(2)(d)4.c., as follows:

"718.112(2)(d)4.c. Any challenge to the election process must be commenced within 60 days after the election results are announced."

21. Therefore, to the extent Plaintiff's Complaint challenges the results of the February 19, 2019 election, Plaintiff has failed to state a cause of action, and said claims are barred.

VI. **PLAINTIFF'S COMPLAINT MUST BE DISMISSED AS MOOT, AS THE PLAINTIFF RECEIVED THE RELIEF REQUESTED.**

22. As set forth in Exhibit "1", "Final Order of Dismissal", the Arbitrator found that the three Board members sought to be declared as lawful members of the Board of Directors, Mr. Lunsford, Mr. Chandler, and Ms. Campbell, were duly elected and served as members of the Board of Directors.

23. In this respect, the relief requested by the Plaintiff is otherwise moot, and the Plaintiff has otherwise failed to state a cause of action.

**VII. TO THE EXTENT THAT THE PLAINTIFF HAS RAISED ISSUES REGARDING ELECTION IRREGULARITIES, THE PLAINTIFF HAS FAILED TO STATE A CAUSE OF ACTION, AS SAID CAUSE OF ACTION IS GOVERNED BY FLORIDA STATUTE 718.1255(5).**

24. It is well settled, under the provisions of the Condominium Act, that a dispute involving an election irregularity is under the jurisdiction of the State of Florida, Department of Business and Professional Regulation, by means of a Mandatory Non-Binding Arbitration Petition.

25. The statute, under 718.1255(5) states:

“718.1255(5) DISPUTES INVOLVING ELECTION IRREGULARITIES. — Every arbitration petition received by the Division and required to be filed under this section challenging the legality of the election of any director of the board of administration must be handled on an expedited basis in the manner provided for by the Division’s rules for recall for recall arbitration disputes”.

26. Therefore, to the extent that Plaintiff is seeking a ruling with regard to the legality of the election of any director, the Plaintiff has failed to state a cause of action, and this court would be without jurisdiction to hear said dispute, pending a decision by the Department of Business and Professional Regulation.

**VIII. PLAINTIFF’S ALLEGATIONS ARE IMMATERIAL, REDUNDANT, IMPERTINENT AND SCANDALOUS, AND SHOULD BE STRICKEN.**

27. The Association moves for the striking of the impertinent and scandalous allegations as set forth in the Plaintiff’s Complaint, and the Defendant moves to strike said allegations under Rule 1.140(f) of the Rules of Civil Procedure.

28. The Plaintiff’s Complaint, which allegedly contains nine “counts”, is otherwise redundant, repetitive, and has, throughout the pleading, improperly incorporated all paragraphs of every count in each succeeding count, in violation of the Florida Rules of Civil Procedure.<sup>3</sup>

<sup>3</sup> The Plaintiff’s Complaint does not contain a Count Eight.

**IX. PLAINTIFF SHOULD BE REQUIRED TO PROVIDE, IN THE ALTERNATIVE, A MORE DEFINITE STATEMENT.**

29. The Plaintiff has, contrary to Rule 1.110(b), Fla. R. Civ. P., failed to file a complaint containing a short and plain statement of the ultimate facts, showing that the pleader is entitled to relief.

30. The Plaintiff has, in violation of the Rules of Civil Procedure, improperly joined causes of action, submitted repetitive and redundant claims, to which the Defendant is unable to adequately respond.

**X. THE PLAINTIFF'S FILINGS HEREIN SHOULD BE REVIEWED AS THOUGH FILED BY A "REASONABLY COMPETENT ATTORNEY", AND THE COURT HAS INHERENT AUTHORITY TO REQUIRE PLAINTIFF TO RETAIN COMPETENT COUNSEL.**

31. The Plaintiff, having been found to be a "vexatious litigant", should not be granted more leeway due to Plaintiff's status as a pro se litigant (please see the "Defendant's Request for Judicial Notice", filed with this Motion, and the cases attached thereto).

32. In Florida, "the courts have consistently held that pro se litigants should be treated no differently or more leniently than litigants represented by counsel." *Balch v. HSBC Bank, USA, N.A.*, 128 So.3d 179 (Fla. 5th DCA 2013) (further citing numerous cases for the proposition that "[i]t is a mistake to hold pro se litigants to a lesser standard than a reasonably competent attorney").

33. "When a pro se litigant files frivolous lawsuits or pleadings in a lawsuit, the court has the authority to restrain such a litigant from abusing the legal system and prevent him from abusing, annoying, or harassing those against whom such suits or pleadings have been filed." *Balch* at 181 quoting *Pjatel v. Maguire, Voorhis & Wells, P.A.*, 436 So.2d 303 (Fla 5th DCA 1983 ("when one person, by his activities, upsets the normal procedure of the court so as to interfere with the causes of other litigations, it is necessary to exercise restraint upon that person, i.e., requirement that

pleadings be accompanied by an attorney's signature-a restraint which does not amount to a complete denial of access").

34. The court would be within its rights and would have the inherent power to constrain the Plaintiff to meet certain pleading requirements, including, without limitation, requiring that the Plaintiff's filings be accompanied by an attorney's signature, to ensure they would, in fact, be filed as if the Plaintiff were a "reasonably competent attorney", or require Plaintiff to retain counsel, experienced in condominium and community association law.

**XI. PLAINTIFF'S COMPLAINT IS SUBJECT FOR DISMISSAL FOR FAILURE TO ATTACH DOCUMENTS AS REQUIRED BY RULE 1.130(a)**

35. The Plaintiff alleges, throughout the purported Complaint, that exhibits, numbering over 1,300 in number, are referenced in Plaintiff's Complaint.

36. Other than a very few exhibits, the Plaintiff has failed to file documents, upon which Plaintiff's Complaint is based.

37. The Plaintiff's Complaint is therefore subject to dismissal for failure to attach required documents *Safeco Ins. Co. of America v. Ware*, 401 So.2d 1129 (Fla. 4th DCA 1981).

WHEREFORE, Defendant, COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., hereby moves this court for the dismissal of the Plaintiff's Complaint, with prejudice, for failure of the Plaintiff, after having been adjudicated a vexatious litigant, to have obtained prior federal district court approval for filing this case, and for the Plaintiff's failure to state a cause of action for a declaratory judgment, and otherwise failing to state a cause of action, and that the Defendant be awarded its reasonable attorney's fees and costs, pursuant to Florida Statute 718.1255(4)(l) and for such further relief as is just and proper.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via the E-portal to WILLIAM M. WINDSOR, bill@billwindsor.com (primary) and bwindsor1@outlook.com (secondary), on this 17th day of March, 2020

*/s/ Russell E. Klemm*

---

RUSSELL E. KLEMM, ESQ.  
Florida Bar No.: 0292826  
Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Blvd.  
Maitland, Florida 32751  
(407) 875-2655 Telephone  
(407) 875-3363 Facsimile  
E-mail: [rklemm@clayton-mcculloh.com](mailto:rklemm@clayton-mcculloh.com) (Primary)  
[sroe@clayton-mcculloh.com](mailto:sroe@clayton-mcculloh.com) (Secondary)  
Attorney for Defendant

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

**IN RE: PETITION FOR ARBITRATION**

Filed with  
Arbitration Section

**WILLIAM M. WINDSOR**, the unit owner  
representative

JUN 13 2019

**Petitioner,**

Div. of FL Condos, Timeshares & MH  
Dept. of Business & Professional Reg

**v.**

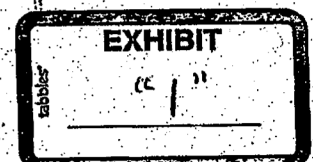
**Case No. 2019-02-1020**

**COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.,**

**Respondent.**

**FINAL ORDER OF DISMISSAL**

On April 22, 2019, William M. Windsor, ("Petitioner") filed a Mandatory Non-Binding Petition for Arbitration against Coach House at Leesburg Condominium Association, Inc. (the "Association") certifying the recall of Directors Omar Nuselbeh, Vicki Hedrick and Karen Bollinger and the election of Directors Joseph Lunsford, Jason Chandler and Isabel Campbell. On April 26, 2019, this Arbitrator issued a Final Order of Dismissal for lack of Jurisdiction. On April 29, 2019, Petitioner filed a Motion for Rehearing. On May 1, 2019, this Arbitrator entered an Order Vacating Dismissal and Requiring an Amended Petition. On May 13, 2019, Petitioner filed an Amended Petition. On May 17, 2019, this Arbitrator filed an Order Requiring Answer. On May 21, 2019, the Association was served. On June 10, 2019, the Association filed a Motion to Dismiss for Failure to State a Cause of Action.



Election Monitor's Report

The Election Monitor's Report, prepared by Joseph Rains, confirms that Mr. Lunsford, Mr. Chandler and Ms. Campbell were elected to the Board on March 22, 2019, and confirms that Mr. Nuseibeh, and Ms. Bollinger were not elected and Ms. Hedrick conceded her position on the Board.

Petitioner's request for relief provides:


WHEREFORE, petitioner requests that the arbitrator enters a final order certifying the recall/election and granting such other relief as the arbitrator deems proper.

The March 22, 2019 election renders the written recall agreement, provided to the Board on February 12, 2019, moot in that it accomplished the result Petitioner requested in his Petition, prior to the Petition in this arbitration being filed. There is therefore no dispute left to be resolved.

Based on the forgoing it is **ORDERED**:

1. Respondent's Motion to Dismiss is GRANTED and Arbitration Case No. 2019-02-1020 is closed.
2. Respondent is the prevailing party in this matter.

DONE AND ORDERED this 13th day of June, 2019, at Tallahassee, Leon County, Florida.

  
Mahlon C. Rhaney, Jr., Chief Arbitrator  
Dept. of Business and Professional Regulation  
Division of Florida Condominiums,  
Timeshares and Mobile Homes  
Arbitration Section  
2601 Blair Stone Road  
Tallahassee, FL 32399-1030  
Telephone: 850.414.6867  
Facsimile: [REDACTED]

**Trial de novo and Attorney's Fees**

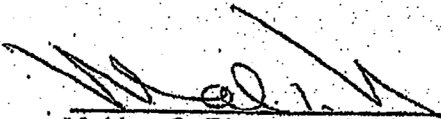
This decision shall be binding on the parties unless a complaint for trial *de novo* is filed in accordance with Section 718.1255, Florida Statutes. As provided by section 718.1255, Florida Statutes, the prevailing party in this proceeding is entitled to have the other party pay reasonable costs and attorney's fees. Any such request must be filed in accordance with Rule 61B-45.048, Florida Administrative Code.

**Certificate of Service**

I hereby certify that a true and correct copy of the foregoing final order has been sent by U.S. Mail, postage prepaid, to the following persons on this 13th day of June 2019:

William M. Windsor  
100 East Oak Terrace Drive, Unit B3  
Leesburg, Florida 34748  
Petitioner

Russell E. Klemm, Esq.  
Clayton & McCulloch, P.A.  
1065 Maitland Center Commons Drive  
Maitland, Florida 32751  
Attorney for Respondent

  
Mahlon C. Rhaney, Jr., Chief Arbitrator



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

**IN RE: PETITION FOR ARBITRATION**

**WILLIAM M. WINDSOR**, the unit owner Filed with  
representative : Arbitration Section

**Petitioner,**

JUL -2 2019

v.

**Case No. 2019-02-1020**

**COACH HOUSES AT LEESBURG** Div. of FL Condos, Timeshares & MH  
CONDOMINIUM ASSOCIATION, INC., of Business & Professional Reg.

**Respondent.**

**FINAL ORDER DENYING PETITIONER'S MOTION FOR REHEARING**

On April 22, 2019, William M. Windsor, ("Petitioner") filed a Mandatory Non-Binding Petition for Arbitration against Coach House at Leesburg Condominium Association, Inc. (the "Association") certifying the recall of Directors Omar Nuseibeh, Vicki Hedrick and Karen Bollinger and the election of Directors Joseph Lunsford, Jason Chandler and Isabel Campbell. On April 26, 2019, this Arbitrator issued a Final Order of Dismissal for lack of Jurisdiction. On April 29, 2019, Petitioner filed a Motion for Rehearing. On May 1, 2019, this Arbitrator entered an Order Vacating Dismissal and Requiring an Amended Petition. On May 13, 2019, Petitioner filed an Amended Petition. On May 17, 2019, this Arbitrator filed an Order Requiring Answer. On May 21, 2019, the Association was served. On June 10, 2019, the Association filed a Motion to Dismiss for Failure to State a Cause of Action. On June 13, 2019, this Arbitrator granted the Association's Motion to Dismiss. On June 25, 2019, Petitioner filed a Motion for Rehearing and Reconsideration of Final Order of Dismissal. On that same date

Petitioner filed a Response to the Association's Motion to Dismiss and his Third and Fourth verified Affidavit. On July 1, 2019, the Association filed a Response to Petitioner's Motion for Rehearing and Reconsideration.

Motion for Rehearing

In pertinent part, Rule 61B-45.044, Florida Administrative Code, provides:

(1) A motion for rehearing may be filed within 15 days after the date of entry of the final order. The motion shall state with particularity the points of law or fact that the arbitrator has overlooked or misapprehended and shall not reargue the merits of the final order. Any response to the motion must be filed within 10 days of service of the motion.


(2) The arbitrator shall not modify the substance of the final order except upon a showing that the decision is based on a clear error of law or fact...

In this case, Petitioner requested: the Arbitrator declare that the February 19, 2019 recall of Directors Nuselbeh, Hedrick and Bollinger was successful; and that Mr. Lunsford, Mr. Chandler and Ms. Campbell were also elected Directors. The subsequent March 22, 2019 election, conducted by an election monitor, achieved the result requested in the Petition thus rendering the Petition moot.

The March 22, 2019 election has provided Petitioner with what he requested and he has not shown a clear error of law or fact. Therefore, his arguments are without merit. Accordingly, it is **ORDERED**:

1. The Association's Motion for Rehearing and Reconsideration is **DENIED**.

**DONE AND ORDERED** this 2nd day of July, 2019, at Tallahassee, Leon County, Florida.

  
Mahlon C. Rhaney, Jr., Chief Arbitrator  
Dept. of Business and Professional Regulation


Division of Florida Condominiums,  
Timeshares and Mobile Homes  
Arbitration Section  
2601 Blair Stone Road  
Tallahassee, FL 32399-1030  
Telephone: 850.414.6867  
Facsimile: 850.487.0870

**Certificate of Service**

I hereby certify that a true and correct copy of the foregoing final order has been sent by U.S. Mail, postage prepaid, to the following persons on this 2nd day of July 2019:

William M. Windsor,  
100 East Oak Terrace Drive, Unit B3  
Leesburg, Florida 34748  
Petitioner

Russell E. Klemm, Esq.  
Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Drive  
Maitland, Florida 32751  
Attorney for Respondent

  
Mahlon C. Rhaney, Jr., Chief Arbitrator

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

**IN RE: PETITION FOR ARBITRATION**

Filed with  
Arbitration Section

**WILLIAM M. WINDSOR**

**Petitioner,**

**JUL 31 2019**

**v.**

Div. of FL Condos, Timeshares & MH  
Dept. of Business & Professional Reg

**Case No. 2019-02-6384**

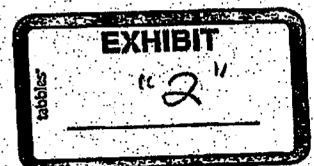
**COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.,**

**Respondent.**

**FINAL ORDER OF DISMISSAL**

**Procedural History**

On May 20, 2019, William M. Windsor ("Petitioner"), filed a Petition for Mandatory Non-Binding Arbitration against Coach Houses at Leesburg Condominium Association, Inc. (the "Association") alleging that the Association's meetings and annual election, conducted by an Election Monitor on March 22, 2019, were improperly conducted. On May 30, 2019, an Order Requiring Answer was issued. On June 3, 2019, the Association was served. On June 25, 2019, Petitioner filed a Motion for Default and Motion for Fees and Costs and Respondent Filed a Motion to Dismiss for Failure to State a Cause of Action. On July 1, 2019, Petitioner filed a Response to the Association's Motion to Dismiss and a Motion to Strike Respondent's Motion to Dismiss. On July 2, 2019, an Order was issued requiring that the Association respond to Petitioner's July 1, 2019 Motions. On July 8, 2019, Petitioner filed a Motion for Amendment to Order



Requiring Response. On July 17, 2019, the Association filed a Reply to Petitioner's Motion to Dismiss and Motion to Strike.

#### Relevant Prior Arbitration History

On April 22, 2019, Petitioner filed a Petition for Mandatory Non-Binding Arbitration against the Association requesting that the recall of three board members and the election of three replacement board members be certified. The March 22, 2019 annual election, which Petitioner challenges in this arbitration, accomplished the very result that Petitioner specifically requested as his relief in the April 22, 2019 Petition. In the June 13, 2019 Final Order of Dismissal, the Arbitrator found:

The March 22, 2019 election renders the written recall agreement, provided to the Board on February 12, 2019, moot in that it accomplished the result Petitioner requested in his Petition, prior to the Petition in this arbitration being filed. There is therefore no dispute left to be resolved.

#### Order of Dismissal

In this action, Petitioner now challenges the March 22, 2019 election. In his May 20, 2019, election dispute Petition, in the request for relief, Petitioner states, "The appropriate Relief will depend on whether an Arbitrator declares that the recall was effective and names Joseph L. Lunsford, Jason Chandler and Isabel Campbell as the Directors". This second Petition was filed before the Arbitrator's ruling on June 13, 2019 and sought the same end result requested in Petitioner's April 22, 2019 Petition. The Arbitrator's, June 13, 2019 ruling, provided the relief requested by both Petitions, namely, the directors Petitioner wanted recalled are no longer on the board and Joseph L. Lunsford, Jason Chandler and Isabel Campbell were elected to the Board.

The Association has also raised the issue that the Petitioner should be enjoined from arbitration filings as he is under a nationwide permanent injunction as a result of

Petitioner's "overly burdensome, vexatious and frivolous litigiousness".<sup>1</sup> The "Opinion and Order" in the case of *William M. Windsor v. James N. Hatten*, Case No. 1:11-CV-1923-TWT, in the United States District Court for the Northern District of Georgia, Atlanta Division, states, in pertinent part, as follows:

IT IS HEREBY ORDERED that the Plaintiff, William M. Windsor, and any parties acting in concert with him or at his behest, are PERMANENTLY ENJOINED from filing any complaint or initiating any proceeding, including any new lawsuit or administrative proceeding, in any court (state or federal) or agency in the United States without first obtaining leave of a federal district court in which the new complaint or proceeding is to be filed.

(emphasis in original). Arbitration is clearly an administrative proceeding governed by Florida Statute and the Florida Administrative Code; therefore, arbitration proceedings fall under the scope of this Federal District Court Order. Here, Petitioner has failed to file proof of leave to initiate this Arbitration proceeding, obtained from the U.S. District Court for the Northern District of Florida, prior to filing this Petition, as required by the Federal District Court's Opinion and Order.

Based on the foregoing it is ORDERED.

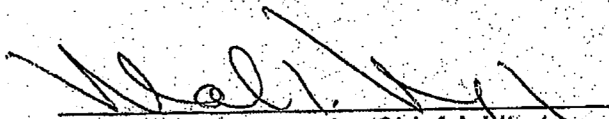
1. Petitioner's Motion for Default, Motion for Fees and Costs and Motion to Strike are DENIED.

2. The Association's Motion to Dismiss is GRANTED.

3. Petitioner is advised that he must comply with the February 12, 2018, Order, issued by the U.S. District Court for the Northern District of Georgia, by obtaining federal district court leave prior to filing a Petition for Arbitration.

DONE AND ORDERED this 31st day of July, 2019, at Tallahassee, Leon County, Florida.

<sup>1</sup> As stated by the United States District Judge in his "Opinion and Order", February 12, 2018.



Mahlon C. Rhaney, Jr., Chief Arbitrator  
Dept. of Business and Professional Regulation  
Division of Florida Condominiums,  
Timeshares and Mobile Homes  
Arbitration Section  
2601 Blair Stone Road  
Tallahassee, FL 32399-1030  
Telephone: [REDACTED]  
Facsimile: [REDACTED]

**Trial de novo and Attorney's Fees**

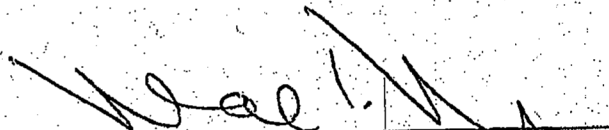
This decision shall be binding on the parties unless a complaint for trial *de novo* is filed in accordance with section 718.1255, Florida Statutes. As provided by section 718.1255, Florida Statutes, the prevailing party in this proceeding is entitled to have the other party pay reasonable costs and attorney's fees. Any such request must be filed in accordance with Rule 61B-45.048, Florida Administrative Code.

**Certificate of Service**

I HEREBY CERTIFY that on July 31, 2019, copies of the foregoing were served by email and U.S. Mail to:

William M. Windsor  
100 East Oak Terrace Drive, Unit B3  
Leesburg, Florida 34748  
Email: [billwindsor1@outlook.com](mailto:billwindsor1@outlook.com)  
Petitioner

Russell E. Klemm, Esq.  
Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Drive  
Maitland, Florida 32751  
Attorney for Respondent



Mahlon C. Rhaney, Jr., Chief Arbitrator

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

**IN RE: PETITION FOR ARBITRATION**

**WILLIAM M. WINDSOR**

Filed with  
Arbitration Section

**Petitioner,**

**v.**

**AUG 23 2019 Case No. 2019-02-6384**

**COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.**

Div. of FL Condos, Timeshares & MH  
Dept. of Business & Professional Reg

**Respondent.**

**ORDER DENYING MOTION FOR REHEARING**

**Procedural History**

On July 31, 2019, this Arbitrator issued a Final Order of Dismissal of the Petition filed in this matter.<sup>1</sup> The case was dismissed because Petitioner failed to file proof of leave to initiate this Arbitration proceeding prior to filing this Petition, as required by the Federal District Court's Opinion and Order in *William M. Windsor v. James N. Hatten*, Case No. 1:11-CV-1923-TWT, in the United States District Court for the Northern District of Georgia, Atlanta Division.

On August 1, 2019, Petitioner filed a Request for Findings of Fact and Conclusions of Law in response to the July 31, 2019 Order. Petitioner's Request was treated as a Motion for Rehearing under Rule 61B-45.044, Florida Administrative Code, as that was the only authority for the Arbitrator to review Petitioner's Request for Findings of Fact and Conclusions of Law. On August 5, 2019, an Order was issued Denying Motion for

<sup>1</sup> A duplicate of the Final Order was issued on August 2, 2019.



Rehearing as Petitioner had made no showing in his Request that the Final Order was based on clear error of law or fact.

On August 16, 2019, Petitioner filed a Motion for Recusal of Arbitrator and Notice of Order.<sup>2</sup> On August 19, 2019, Petitioner filed a Motion for Rehearing and Reconsideration of Final Order of Dismissal and a Request for Discovery.

#### Motion for Rehearing

In pertinent part, Rule 61B-45.044, Florida Administrative Code, provides:

(1) A motion for rehearing may be filed within 15 days after the date of entry of the final order. The motion shall state with particularity the points of law or fact that the arbitrator has overlooked or misapprehended and shall not reargue the merits of the final order. Any response to the motion must be filed within 10 days of service of the motion.

(2) The arbitrator shall not modify the substance of the final order except upon a showing that the decision is based on a clear error of law or fact...

Petitioner acknowledged July 31, 2019 as the date of the Final Order of Dismissal in Item 1. of his Request for Findings of Fact and Conclusions of Law. Even if Petitioner was allowed to file a second motion for rehearing, this Motion for Rehearing was due on August 15, 2019. Because Petitioner's motion for rehearing was filed more than 15 days after entry of the Final Order, the motion is untimely under the rule. See, e.g., *Bermuda Village Condo. Ass'n, Inc. v. Kalish*, Arb. Case No. 2017-02-7939, Order Denying Extension of Time to File a Motion for Rehearing or Motion to Set Aside

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<sup>2</sup> The Order filed with the Notice of Order was issued by Judge Thrash on July 8, 2019 and stated: "The Plaintiff's Request for Leave to File Condominium Arbitration Complaints [Doc. 241 & 242] is GRANTED". Plaintiff's Motion for Leave to file Condominium Arbitration Complaints to Judge Thrash, which was filed on July 1, 2019, did not indicate that he had filed 2 Petitions for Arbitration prior to filing his Motion. The Order does not define Doc. 241 and Doc. 242 to provide any guidance as to which arbitration proceedings the Order applies to. Additionally, Petitioner filed 2 more arbitration Petitions after July 8, 2019, Arbitration Case No. 2019-03-8814, filed on July 29, 2019 and Arbitration Case No. 2019-04-0349, filed on August 8, 2019. The Petitioner first filed his Notice of Judge Thrash's July 8, 2019 Order with the Arbitrator on August 16, 2019.


Default; Order Denying Rehearing and Order Denying Motion to Set Aside Default  
(Sept. 26, 2017).

This Arbitrator has no statutory authority to address Petitioner's Motion's for  
Recusal of Arbitrator and for Discovery after the Final Order of Dismissal.

Accordingly, it is **ORDERED**:

1. Respondent's Motion for Rehearing is DENIED.
2. Respondent's Motion for Recusal is DENIED.
3. Respondent's Request for Discovery is DENIED.

DONE AND ORDERED this 23rd day of August, 2019, at Tallahassee, Leon  
County, Florida.

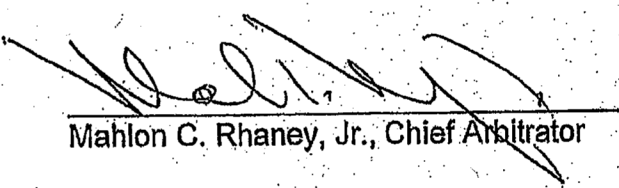
  
Mahlon C. Rhaney, Jr., Chief Arbitrator  
Dept. of Business and Professional Regulation  
Division of Florida Condominiums,  
Timeshares and Mobile Homes  
Arbitration Section  
2601 Blair Stone Road  
Tallahassee, FL 32399-1030  
Telephone: 850.414.6867  
Facsimile: [REDACTED]

**Certificate of Service**

I HEREBY CERTIFY that on August 23, 2019, copies of the foregoing were  
served by U.S. Mail to:

William M. Windsor  
100 East Oak Terrace Drive, Unit B3  
Leesburg, Florida 34748  
Petitioner

Russell E. Klemm, Esq.  
Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Drive  
Maitland, Florida 32751  
Attorney for Respondent



Mahlon C. Rhaney, Jr., Chief Arbitrator

**EXHIBIT**

**2232**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,  
IN AND FOR LAKE COUNTY, FLORIDA

CASE NO.: 35-2019-CA-001528-XXXX-XX

William M. Windsor,  
Plaintiff

v.

Coach Houses at Leesburg Condominium  
Association, Inc.  
Defendant

**ORDER ON DEFENDANT, COACH HOUSES AT LEESBURG CONDOMINIUM  
ASSOCIATION, INC.'S MOTION TO DISMISS, MOTION TO STRIKE,  
AND MOTION FOR MORE DEFINITE STATEMENT**

THIS CAUSE came before the Court on September 1, 2020 for a hearing on Coach Houses at Leesburg Condominium Association, Inc.'s Motion to Dismiss, Motion to Strike, and Motion for More Definite Statement. The motion list ten (10) grounds in support of the defendant's requested relief to dismiss or strike portions of the complaint and to require a more definite statement. This court has considered the motion, the Plaintiff's submissions and response to the motion, arguments of the Plaintiff and Counsel for the Defendant, and otherwise being fully informed, the Court rules as follows:

1. As to the grounds for relief in the Defendant's Motion in sections 2, 3, 4, 5, 6, 7, and 10, the Motion is **DENIED**.
2. Regarding the issues raised in Section 8 of the Motion, PLAINTIFF'S ALLEGATIONS ARE IMMATERIAL, REDUNDANT, INPERTINENT AND SCANDALOUS, AND SHOULD BE STRICKEN, the Motion is **GRANTED**. Rule 1.140(f), Rule 1.110(b), Fla. R. Civ. P.; Gerentine v. Coastal Security Systems, 529 So. 2D 1191 (Fla 5DCA 1988). It is improper for each count of a complaint to incorporate by reference all prior paragraphs of a complaint.
3. Regarding the issues raised in Section 9 of the Motion, PLAINTIFF SHOULD BE REQUIRED TO PROVIDE, IN THE ALTERNATIVE, A MORE DEFINITE STATEMENT, the Motion is **GRANTED** as the Complaint improperly contains repetitive and redundant claims and allegations and joins causes of action. Rule 1.140(b), Fla. R. Civ. P.

4. Regarding the issues raised in Section 11 of the Motion, PLAINTIFF'S COMPLAINT IS SUBJECT FOR DISMISSAL FOR FAILURE TO ATTACH DOCUMENTS AS REQUIRED BY RULE 1.130(a), the Motion is **GRANTED**.

IT IS HEREBY ORDERED AND ADJUDGED that Defendant, Coach Houses at Leesburg Condominium Association, Inc.'s Motion to Dismiss, Motion to Strike, and Motion for More Definite Statement:

1. Is granted to the extent as indicated above without prejudice.
2. The Plaintiff shall have thirty (30) days from the date of this Order to file an Amended Complaint.

DONE AND ORDERED in Chambers at Tavares, Lake County, Florida this 9 day of September 2020.

  
G. Richard Singeltary, Circuit Judge

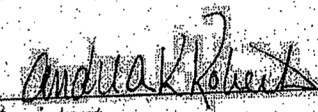
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by U.S. Mail and/or E-Service to the following on this 9th day of September, 2020.

William M. Windsor  
100 East Oak Terrace Drive, Unit B3  
Leesburg, Florida 34748  
bill@billwindsor.com  
billwindsor1@outlook.com

Russell E. Klemm, Esq.  
Clayton & McCulloh  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751  
rklemm@clayton-mcculloh.com  
sroe@clayton-mcculloh.com

SERVICE VIA E-PORTAL

  
Judicial Assistant

IN THE CIRCUIT COURT OF THE FIFTH  
JUDICIAL CIRCUIT IN AND FOR LAKE  
COUNTY, FLORIDA

CASE NO.: 35-2019-CA 001528-XXXX-XX

WILLIAM M. WINDSOR,

Plaintiff,

vs.

COACH HOUSES AT LEESBURG  
CONDOMINIUM ASSOCIATION, INC.,

Defendant.

**DEFENDANT, COACH HOUSES AT LEESBURG CONDOMINIUM  
ASSOCIATION, INC.'S MOTION TO DISMISS, MOTION TO  
STRIKE, AND MOTION FOR MORE DEFINITE STATEMENT**

Defendant, COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC. ("Association"), by and through its undersigned counsel, files this, its Motion to Dismiss, Motion to Strike, and Motion for More Definite Statement, under Fla. R. Civ. P. 1.420(b), and as grounds therefor would state:

1. The Plaintiff in this cause of action, WILLIAM M. WINDSOR, is an owner and resident of the Defendant Association, residing at 100 East Oak Terrace Drive, Unit B3, Leesburg, Florida 34748.
2. The Defendant Association is a condominium association, charged with the administration and operation of a condominium association and governed by Florida Statute 718.101, the "Condominium Act".
3. The filing by the Plaintiff is an alleged "First Amended Complaint on Request for Trial De Novo" with regard to a "Final Order of Dismissal" from the Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes, in