

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION**

LAWRENCE H. DIMMITT, III, as Trustee of the  
Lawrence H. Dimmitt, III Revocable Trust dated  
September 8, 2005, as amended and restated,

Plaintiff,

vs.

Case No.: 22-005229-CI

GURU & GAIA, LLC, a Florida limited liability  
company; THE FACTORY, ST. PETE, LLC, a Florida  
limited liability company f/k/a Film Factory LLC;  
KARA BEHAR; JORDAN BEHAR; TRUE LINE  
CORING & CUTTING OF TAMPA, INC.;  
PINNACLE FLOOR COVERING, INC., d/b/a  
Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.;  
PYE-BARKER FIRE & SAFETY, LLC, d/b/a United  
Fire Protection, a foreign limited liability company;  
CHARLES NATHAN KING d/b/a ELITE  
CONSTRUCTION SERVICES; and ALL  
UNKNOWN PARTIES CLAIMING INTERESTS BY,  
THROUGH, UNDER OR AGAINST A NAMED  
DEFENDANT TO THIS ACTION, OR HAVING OR  
CLAIMING TO HAVE ANY RIGHT, TITLE OR  
INTEREST IN THE PROPERTY HEREIN  
DESCRIBED,

Defendants.

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**VERIFIED COMPLAINT**

Plaintiff LAWRENCE H. DIMMITT, III, as Trustee of the Lawrence H. Dimmitt, III  
Revocable Trust dated September 8, 2005, as amended and restated, (hereafter referred to as,  
“Plaintiff” or “Dimmitt Trust”), by and through their undersigned counsel, sues GURU & GAIA,  
LLC, a Florida limited liability company (“Guru & Gaia”); THE FACTORY, ST. PETE, LLC, a  
Florida limited liability company f/k/a Film Factory LLC (“The Factory”); KARA BEHAR;  
JORDAN BEHAR; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE

FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and alleges as follows:

### **SUMMARY OF ACTION**

In 2018 Guru & Gaia, the owner of The Factory entered into a mortgage agreement for \$3,150,000 with Bank OZK. The security for the loan was the property commonly known as The Factory. In 2022 the loan went into default and was purchased by the Dimmitt Trust to relieve financial pressure on The Factory. Previously, in 2021 the Dimmitt Trust entered into a \$5,000,000 loan with Guru & Gaia for property related improvements. The Dimmitt Trust has been the primary provider of financing for The Factory.

Guru & Gaia is now in default of these loans. One of these loans has matured and both are in default. The Dimmitt Trust has requested payment of these loans, and in the absence of payment, is seeking the aid of the court to protect its position in The Factory and to secure repayment of what is owed. This unfortunate step was necessary because current management of The Factory has been unable to meet The Factory's financial obligations and has been unresponsive. There are also currently liens on the property that are in dispute that relate to construction on the property. Per the terms of these loans, the Dimmitt Trust will be in the primary position to receive payment. The Dimmitt Trust hopes that these matters can be amicably resolved, and the Dimmitt family continues to be dedicated to the success of The Factory project.

The Dimmitt Trust provided the primary funding for The Factory in order to support the arts community in St. Petersburg. It is the intent of the Dimmitt Trust that The Factory continue to support hosting the arts and local community, and anticipates that existing lease agreements with current tenants will continue to be honored.

### **JURISDICTION, VENUE & NATURE OF CLAIM**

1. This is an action to (a) recover damages under certain promissory notes executed and delivered in Pinellas County, Florida; (b) foreclose liens on a non-residential multi-parcel real property located at 2526 / 2534 Terminal Drive S., 2544 / 2606 / 2610 / 2622 and 2630 Fairfield Ave. S., and at 800 28<sup>th</sup> Street S., all in St. Petersburg, Pinellas County, Florida (the “Property”); (c) foreclose liens on personal property located in Pinellas County, Florida; (d) to recover damages under guaranties which were executed in Pinellas County, Florida, and (e) appoint a receiver to oversee the Property.

2. Jurisdiction is proper because each cause of action contained in this Complaint is an action for damages that exceeds \$30,000.00, exclusive of interest, attorneys’ fees, and costs. The actions and omissions which are the basis of this lawsuit took place in Pinellas County, Florida.

3. Venue is proper as to all defendants in Pinellas County, Florida pursuant to *Fla. Stat.* § 47.011.

### **PARTIES & GENERAL ALLEGATIONS**

4. Plaintiff, LAWRENCE H. DIMMITT, III, as Trustee of the Lawrence H. Dimmitt, III Revocable Trust dated September 8, 2005, as amended and restated (“Plaintiff” or “Dimmitt Trust”), is the owner and holder of the loan documents being sued upon.

5. Defendant, GURU & GAIA, LLC (“Guru & Gaia” or “Borrower”), is a Florida limited liability company with its principal place of business in Pinellas County, Florida, is the

maker of the debt which is the subject of this lawsuit, and is the owner of the properties which are the subject of this lawsuit.

6. Defendant, THE FACTORY, ST. PETE, LLC f/k/a Film Factory LLC (“The Factory”), is a Florida limited liability company with its principal place of business in Pinellas County, Florida, and guaranteed the loans subject of this lawsuit.

7. Defendant, KARA BEHAR (“K. Behar”), is an individual believed to be a resident of Pinellas County, and guaranteed the loans subject of this lawsuit.

8. Defendant, JORDAN BEHAR (“J. Behar”), is an individual believed to be a resident of Pinellas County, and guaranteed the loans subject of this lawsuit.

9. Defendant, TRUE LINE CORING & CUTTING OF TAMPA, INC., is a Florida corporation, and may claim an interest in the Property.

10. Defendant, PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions, is a Florida corporation, and may claim an interest in the Property.

11. Defendant, THE DIAZ/FRITZ GROUP, INC., is a Florida corporation, and may claim an interest in the Property.

12. Defendant, PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company is a Florida corporation, and may claim an interest in the Property.

13. Defendant, CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES, is a Florida corporation, and may claim an interest in the Property.

#### **LOAN #1 DOCUMENTS**

14. On or about November 30, 2018, Bank OZK agreed to give Borrower a loan for \$3,150,000 to finance the purchase of the Property located in St. Petersburg, Pinellas County, Florida (“Loan #1”) as evidenced by the Loan Agreement of said date (the “Loan #1 Agreement”)

a copy of which is attached hereto as **Exhibit A**, and the terms and conditions thereof are incorporated herein by reference.

15. In connection with the execution of Loan #1 Agreement, on or about November 30, 2018, Borrower executed and delivered to Bank OZK a Promissory Note in the original principal amount of \$3,150,000.00 ("Note #1"), a true and correct copy of which is attached as **Exhibit B**, and the terms and conditions thereof are incorporated herein by reference.

16. To secure payment and performance of obligations under Note #1, effective on or about November 30, 2018, Borrower executed and delivered to Bank OZK a Mortgage and Security Agreement ("Mortgage #1"), pledging as security real and personal property more fully described therein and in the Notice of *Lis Pendens* filed simultaneously herewith (the "Property"). Mortgage #1 was recorded on December 3, 2018, in Official Records Book 20353, Page 1786, of the Official Records of Pinellas County, Florida, a true and correct copy of which is attached as **Exhibit C**, and the terms and conditions of which are incorporated herein by reference. All subsequent recording references relate to the Official Records of Pinellas County, Florida.

17. The Property is owned by the Borrower as evidenced by that certain deed recorded in Official Records Book 20353, Page 1776 (the "Deed"), a copy of which is attached as **Exhibit D**.

18. Effective on or about November 30, 2018, as part of the same transaction evidenced by Note #1 and to induce Bank OZK to make Loan #1, Borrower executed and delivered to Bank OZK an Assignment of Rents, Leases, Profits, and Contracts (the "Loan #1 – Rents Assignment") which was recorded on December 3, 2018 in Official Records Book 20353, Page 1795. A true and correct copy of Loan #1 – Rents Assignment is attached as **Exhibit E**, and the terms and conditions of which are incorporated herein by reference.

19. On December 4, 2018, a UCC-1 Financing State was filed with the Florida Secured Transaction Registry bearing file number 201807152918 and the same was recorded on December 3, 2018, in Official Records Book 20353, Page 1802, (the "Loan #1 UCC"), perfecting Plaintiff's interest in the personal property identified therein ("Personal Property #1"). A true and correct copy of the UCC is attached hereto as **Composite Exhibit F**, and the terms and conditions thereof are incorporated herein by reference.

20. To further secure payment of Note #1 and to induce Bank OZK to make Loan #1, on or about November 30, 2018, The Factory executed and delivered to Bank OZK an Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #1 ("The Factory Guaranty #1"). A true and correct copy of The Factory Guaranty #1 is attached hereto as **Exhibit G**, and the terms and conditions thereof are incorporated herein by reference.

21. To further secure payment of Note #1 and to induce Bank OZK to make Loan #1, on or about November 30, 2018, K. Behar executed and delivered to Bank OZK an Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #1 ("K. Behar Guaranty #1"). A true and correct copy of the K. Behar Guaranty #1 is attached hereto as **Exhibit H**, and the terms and conditions thereof are incorporated herein by reference.

22. To further secure payment of Note #1 and to induce Bank OZK to make Loan #1, on or about November 30, 2018, J. Behar executed and delivered to Bank OZK an Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #1 ("J. Behar Guaranty #1"). A true and correct copy of the J. Behar Guaranty #1 is attached hereto as **Exhibit I**, and the terms and conditions thereof are incorporated herein by reference.

23. Effective on or about November 30, 2018, as part of the same transaction evidenced by Note #1, Borrower and Bank OZK, executed the Agreement Waiving Right to Jury Trial (“Jury Trial Waiver”), a copy of which is attached hereto as **Exhibit J**.

24. The terms of Note #1 were modified as evidenced by the modifications described below:

- a) Modification of Promissory Note dated November 21, 2021;
- b) Modification of Promissory Note dated February 28, 2022; and
- c) Modification of Promissory Note dated June 13, 2022

hereafter collectively referred to as the “Note #1 Modifications” copies of which are attached hereto as **Composite Exhibit K**.

25. Hereinafter, Loan #1 Agreement, Note #1, Mortgage #1, Loan #1 – Rents Assignment, Loan #1 UCC, The Factory Guaranty #1, K. Behar Guaranty #1, J. Behar Guaranty #1, Jury Trial Waiver, Note #1 Modifications, and all other documents evidencing or securing Loan #1 shall be referred to collectively as the “Loan #1 Documents.”

26. On or around September 12, 2022, Bank OZK assigned Loan #1 Documents to Plaintiff, Dimmitt Trust, as evidenced by the Assignment of Loan Documents (the “Loan #1 Assignment”) together with the UCC-3 Financing Statement filed as Document No. 20220301250X with the State of Florida on September 16, 2022, true and correct copies of which are attached hereto as **Composite Exhibit L**.

27. In connection with the assignment of Note #1 and Mortgage #1 to Dimmitt Trust, on or around September 12, 2022, Bank OZK executed an Allonge to Note (the “Allonge”) and an Assignment of Mortgage and Note which was recorded in Official Records Book 22000, Page 2591 (the “Mortgage #1 Assignment”). True and correct copies of the Allonge and Mortgage #1 Assignment are attached hereto as **Exhibit B-1** and **Exhibit M**, respectively.

28. Accordingly, Plaintiff Dimmitt Trust owns and holds the Loan #1 Documents as of the filing of this Complaint, and is entitled to enforce Note #1 and to accelerate and sue upon the same under Florida law.

### **LOAN #1 DEFAULT**

29. Borrower is in default under the Loan #1 Documents for its failure to pay the entire principal balance due on Note #1 when it matured on August 28, 2022.

30. By letter dated October 14, 2022 ("Loan #1 Default Notice"), Plaintiff notified Borrower of the foregoing default and demanded payment in full of all outstanding indebtedness under Note #1. A true and correct copy of the Loan #1 Default Notice is attached as **Exhibit N**.

31. Despite Plaintiff's demand, Borrower has not made any payment to Plaintiff on account of the Note #1.

32. As described in the Loan #1 Default Notice, the Borrower also defaulted under the Loan #1 Documents by allowing construction liens to attach to the Property. The cure period for this default has not expired as of the filing of this Complaint, so this is not a basis for Plaintiff's acceleration under the Loan #1 Documents.

33. Borrower owes Plaintiff: (a) \$3,107,483.26 that is due as principal on Note #1, plus accrued and unpaid interest (contract and default rate), and late charges thereon; (b) all costs and expenses incurred by Plaintiff in collecting the amounts due under Note #1 or any of the Loan #1 Documents; and (c) any other amounts that are or may become due under the terms of Note #1 or any of the Loan #1 Documents, including attorneys' fees and costs.

34. By reason of Borrower's failure to pay the amounts due under Note #1 and the Loan #1 Documents, Plaintiff has: (a) been required to secure the services of the undersigned attorneys to endeavor to collect the sums due under Note #1 and the Loan #1 Documents and to bring this action, and have agreed to pay said attorneys a reasonable fee for their services and to reimburse



them for the costs they incur in connection therewith; and (b) incurred or will incur expenses for judgment lien searches and federal tax lien searches in connection with this proceeding. All fees, costs and expenses so paid or incurred constitute additional indebtedness of Borrower to Plaintiff under Note #1 and the Loan #1 Documents.

### **LOAN #2 DOCUMENTS**

35. On or about March 5, 2021, Plaintiff Dimmitt Trust agreed to give Borrower a loan for \$5,000,000 to finance the Property ("Loan #2") as evidenced by the Construction Loan Agreement of said date (the "Loan #2 Agreement") a copy of which is attached hereto as **Exhibit O**, and the terms and conditions thereof are incorporated herein by reference.

36. In connection with the execution of Loan #2 Agreement, on or about March 5, 2021, Borrower executed and delivered to Dimmitt Trust a Promissory Note in the original principal amount of \$5,000,000 ("Note #2"), a true and correct copy of which is attached as **Exhibit P**, and the terms and conditions thereof are incorporated herein by reference.

37. To secure payment and performance of obligations under Note #2, effective on or about March 5, 2021, Borrower executed and delivered to Dimmitt Trust a Mortgage and Security Agreement ("Mortgage #2"), pledging as security real and personal property more fully described therein and in the Notice of *Lis Pendens* filed simultaneously herewith (the "Property"). Mortgage #2 was recorded on June 30, 2021, in Official Records Book 21607, Page 79, a true and correct copy of which is attached as **Exhibit Q**, and the terms and conditions of which are incorporated herein by reference. All subsequent recording references relate to the Official Records of Pinellas County, Florida.

38. Effective on or about March 5, 2021, as part of the same transaction evidenced by Note #2 and to induce Dimmitt Trust to make Loan #2, Borrower executed and delivered to Dimmitt Trust a Collateral Assignment of Development Rights, Licenses, Contracts, Permits and

Warranties (the “Loan #2 – Collateral Assignment”) which was recorded on June 30, 2021, in Official Records Book 21607, Page 105. A true and correct copy of Loan #2 – Collateral Assignment is attached as **Exhibit R**, and the terms and conditions of which are incorporated herein by reference.

39. On June 30, 2021, a UCC-1 Financing State was filed with the Florida Secured Transaction Registry bearing file number 202107585819 and the same was recorded on June 30, 2021, in Official Records Book 21607, Page 113, (the “Loan #2 UCC”), perfecting Plaintiff’s interest in the personal property identified therein (“Personal Property #2”). A true and correct copy of Loan #2 UCC is attached hereto as **Composite Exhibit S**, and the terms and conditions thereof are incorporated herein by reference.

40. Further, on March 5, 2021, Borrower executed a Notice of Limitation on Mortgage Future Advance pursuant to Florida Statutes Section 697.04(1)(b) which was recorded June 30, 2021, in Official Records Book 21607, Page 122 (“Notice of Limitation”) a copy of which is attached hereto as **Exhibit T**.

41. To further secure payment of Note #2 and to induce Dimmitt Trust to make Loan #2, on or about March 5, 2021, The Factory executed and delivered to Dimmitt Trust an Unlimited Continuing and Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #2 (“The Factory Guaranty #2”). A true and correct copy of The Factory Guaranty #2 is attached hereto as **Exhibit U**, and the terms and conditions thereof are incorporated herein by reference.

42. To further secure payment of Note #2 and to induce Dimmitt Trust to make Loan #2, on or about March 5, 2021, K. Behar executed and delivered to Dimmitt Trust an Unlimited Continuing and Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #2 (“K. Behar Guaranty #2”). A true and correct copy of the K.

Behar Guaranty #2 is attached hereto as **Exhibit V**, and the terms and conditions thereof are incorporated herein by reference.

43. To further secure payment of Note #2 and to induce Dimmitt Trust to make Loan #2, on or about March 5, 2021, J. Behar executed and delivered to Dimmitt Trust an Unlimited Continuing and Unconditional Guaranty absolutely and unconditionally guaranteeing the obligation evidenced by Note #2 (“J. Behar Guaranty #2”). A true and correct copy of the J. Behar Guaranty #2 is attached hereto as **Exhibit W**, and the terms and conditions thereof are incorporated herein by reference.

44. Hereinafter, Loan #2 Agreement, Note #2, Mortgage #2, Loan #2 – Collateral Assignment, Loan #2 UCC, Notice of Limitation, The Factory Guaranty #2, K. Behar Guaranty #2, J. Behar Guaranty #2, and all other documents evidencing or securing Loan #2 shall be referred to collectively as the “Loan #2 Documents.”

45. Plaintiff Dimmitt Trust owns and holds the Loan #2 Documents as of the filing of this complaint and is entitled to enforce Note #2 and to accelerate and sue upon the same under Florida law.

#### **LOAN #2 DEFAULT**

46. Borrower is in default under the Loan #2 Documents for its failure to make prompt monthly payments of principal and interest on Note #2 when due. Further, Borrower is in default under the Loan #2 Documents for its failure to cure the default under the Loan #1 Documents.

47. By letter dated October 14, 2022 (“Loan #2 Default Notice”), Plaintiff notified Borrower of the foregoing default and provided Borrower an opportunity to cure the defaults. A true and correct copy of the Loan #2 Default Notice is attached as **Exhibit X**.

48. Despite and since Plaintiff’s demand, Borrower has not made any payment to Plaintiff on account of the Note #2, and Plaintiff has accelerated the indebtedness under Note #2.

49. As described in the Loan #2 Default Notice, the Borrower also defaulted under the Loan #2 Documents by allowing construction liens to attach to the Property. The cure period for this default has not expired as of the filing of this Complaint, so this is not a basis for Plaintiff's acceleration under the Loan #2 Documents.

50. Borrower owes Plaintiff: (a) \$5,000,000.00 that is due as principal on Note #2, plus accrued and unpaid interest (contract and default), and late charges thereon; (b) all costs and expenses incurred by Plaintiff in collecting the amounts due under Note #2 or any of the Loan #2 Documents; and (c) any other amounts that are or may become due under the terms of Note #2 or any of the Loan #2 Documents, including attorneys' fees and costs.

51. By reason of Borrower's failure to pay the amounts due under Note #2 and the Loan #2 Documents, Plaintiff has: (a) been required to secure the services of the undersigned attorneys to endeavor to collect the sums due under Note #2 and the Loan #2 Documents and to bring this action, and have agreed to pay said attorneys a reasonable fee for their services and to reimburse them for the costs they incur in connection therewith; and (b) incurred or will incur expenses for judgment lien searches and federal tax lien searches in connection with this proceeding. All fees, costs and expenses so paid or incurred constitute additional indebtedness of Borrower to Plaintiff under Note #2 and the Loan #2 Documents.

#### **AS TO THE FORECLOSURE COUNTS**

52. Defendant, TRUE LINE CORING & CUTTING OF TAMPA, INC., may claim an interest in the Property being foreclosed herein by virtue of that certain claim of lien recorded in Official Records Book 21810, Page 318, or may otherwise claim an interest in the Property, but any such right, title or interest in and to the Property is junior, inferior, and subordinate to the prior right, title, and interest of Plaintiff by virtue of the lien created by Mortgage #1 and the Loan #1

Documents or Mortgage #2 and the Loan #2 Documents. A copy of said claim of lien is attached hereto as **Exhibit Y**.

53. Defendant, PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions, may claim an interest in the Property being foreclosed herein by virtue of that certain claim of lien recorded in Official Records Book 21838, Page 1388, and Notice of Lis Pendens recorded in Official Records Book 21981, Page 2277, or may otherwise claim an interest in the Property, but any such right, title or interest in and to the Property is junior, inferior, and subordinate to the prior right, title, and interest of Plaintiff by virtue of the lien created by Mortgage #1 and the Loan #1 Documents or Mortgage #2 and the Loan #2 Documents. Copies of said claim of lien and notice of lis pendens are attached hereto as **Composite Exhibit Z**.

54. Defendant, THE DIAZ/FRITZ GROUP, INC., may claim an interest in the Property being foreclosed herein by virtue of that certain claim of lien recorded in Official Records Book 21884, Page 309, or may otherwise claim an interest in the Property, but any such right, title or interest in and to the Property is junior, inferior, and subordinate to the prior right, title, and interest of Plaintiff by virtue of the lien created by Mortgage #1 and the Loan #1 Documents or Mortgage #2 and the Loan #2 Documents. A copy of said claim of lien is attached hereto as **Exhibit AA**.

55. Defendant, PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company, may claim an interest in the Property being foreclosed herein by virtue of that certain notice of lis pendens recorded in Official Records Book 21988, Page 365, or may otherwise claim an interest in the Property, but any such right, title or interest in and to the Property is junior, inferior, and subordinate to the prior right, title, and interest of Plaintiff by virtue of the lien created by Mortgage #1 and the Loan #1 Documents or Mortgage #2 and the Loan #2 Documents. A copy of said notice of lis pendens is attached hereto as **Exhibit BB**.

56. Defendant, CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES, may claim an interest in the Property being foreclosed herein by virtue of that certain notice of commencement recorded on May 11, 2022, in Official Records Book 22059, Page 1254, or may otherwise claim an interest in the Property, but any such right, title or interest in and to the Property is junior, inferior, and subordinate to the prior right, title, and interest of Plaintiff by virtue of the lien created by Mortgage #1 and the Loan #1 Documents or Mortgage #2 and the Loan #2 Documents. A copy of said notice of commencement is attached hereto as **Exhibit CC**.

57. Defendants, ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, may be interested in the subject matter of this action as unknown spouses, tenants, heirs, devisees, grantees, assignees, lienors, creditors, trustees or other claimants:

- a. By, through, under or against a known person who is dead or not known to be dead or alive; or
- b. By, through, under or against some corporation, domestic or foreign, that has been dissolved or which is not known to be existing or dissolved; or
- c. By, through, under or against some organization which operated or did business under a name indicating a corporation; or
- d. By virtue of said unknown parties' marriage to one of the Defendants described herein or by virtue of the occupancy or rental of the Property described herein; or
- e. By virtue of any interest in or claim to the Property which is the subject of this action; or
- f. Otherwise as the case may be.

**AS TO ALL COUNTS**

58. Loan #1 Documents and Loan #2 Documents, collectively, will hereafter be referred to as "Loan Documents."

59. Plaintiff has the right to enforce all interest in the Loan Documents, including but not limited to the right to maintain this foreclosure action

60. All conditions precedent to the institution and maintenance of this action and to the relief sought herein have been performed or have occurred.

**COUNT I  
ACTION ON NOTE #1**

Plaintiff sues Borrower and alleges:

61. This is an action for damages for breach of Note #1 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

62. Plaintiff reavers the allegations contained in paragraphs 1-5, 14-34, and 58-60, above as if fully set forth herein.

63. Borrower defaulted under the terms of Note #1 as stated herein above.

64. As a result of Borrower's breach, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully requests judgment for damages against the Borrower for all sums due to Plaintiff under Note #1, including, but not limited to, principal, interest (contract and default), attorneys' fees, late charges, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT II  
ACTION ON NOTE #2**

Plaintiff sues Borrower and alleges:

65. This is an action for damages for breach of Note #2 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

66. Plaintiff reavers the allegations contained in paragraphs 1-5, 35-51, and 58-60, above as if fully set forth herein.

67. Borrower defaulted under the terms of Note #1 as stated herein above.

68. As a result of Borrower's breach, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully requests judgment for damages against the Borrower for all sums due to Plaintiff under Note #2, including, but not limited to, principal, interest (contract and default), attorneys' fees, late charges, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT III**  
**ACTION TO FORECLOSE MORTGAGE #1**

Plaintiff sues Defendants, GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and alleges:

69. This is an action to foreclose Mortgage #1 on the Property located in Pinellas County, Florida.

70. Plaintiff reavers the allegations contained in paragraphs 1-5, 9-34, and 52-60, above as if fully set forth herein.

71. The Property is owned by the Borrower and leased to tenants who are intentionally not being named in this foreclosure proceeding.



72. Note #1 is secured by the Property by virtue of Mortgage #1.

73. As a result of the default on Loan #1, Plaintiff is entitled to foreclose its mortgage interest in the Property under Mortgage #1.

74. Plaintiff further alleges that the claim, lien, right, title, and interest of GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and all unknown parties claiming interests by, through, under or against a named defendant to this action, or having or claiming to have any right, title or interest in the property herein described, and any defendants made parties to this suit are subject, subordinate and inferior to the right, title, interest, and lien of Plaintiff's security interest herein sought to be foreclosed.

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. take jurisdiction of this action and the parties hereto;
- b. appoint a receiver over the Property and the rents, issues, income and profits thereof, with such rights, powers and duties as may be necessary or appropriate for the preservation of the Property and the protection of Plaintiff's interest therein during the pendency of these proceedings;
- c. enter a judgment determining Plaintiff's priority position in the Property;

d. make an accounting of the sums due to Plaintiff under Note #1 and the Loan #1 Documents, including all amounts that have been or may be advanced or incurred by Plaintiff in collecting the sums due to it under Note #1 and the Loan #1 Documents, including, but not limited to, court costs and reasonable attorneys' fees;

e. order that if said sums are not paid within the time set by the Court, that the Property be sold and the proceeds of such sale be applied toward satisfaction of Plaintiff's claims under Note #1 and the Loan #1 Documents; and that the estate and all right, title, and interest of GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, since the filing of the Notice of Lis Pendens herein, be forever barred and foreclosed; and

f. retain jurisdiction of this cause and parties hereto to grant such other and further relief as is just and equitable under the circumstances.

**COUNT IV**  
**ACTION TO FORECLOSE MORTGAGE #2**

Plaintiff sues Defendants, GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE &

SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and alleges:

75. This is an action to foreclose Mortgage #2 on the Property located in Pinellas County, Florida.

76. Plaintiff repeats the allegations contained in paragraphs 1-5, 9-13, and 35-60, above as if fully set forth herein.

77. The Property is owned by the Borrower and leased to tenants who are intentionally not being named in this foreclosure proceeding.

78. Note #2 is secured by the Property by virtue of Mortgage #2.

79. As a result of the default on Loan #2, Plaintiff is entitled to foreclose its mortgage interest in the Property under Mortgage #2.

80. Plaintiff further alleges that the claim, lien, right, title, and interest of GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and all unknown parties claiming interests by, through, under or against a named defendant to this action, or having or claiming to have any right, title or

interest in the property herein described, and any defendants made parties to this suit are subject, subordinate and inferior to the right, title, interest, and lien of Plaintiff's security interest herein sought to be foreclosed.

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. take jurisdiction of this action and the parties hereto;
- b. appoint a receiver over the Property and the rents, issues, income and profits thereof, with such rights, powers and duties as may be necessary or appropriate for the preservation of the Property and the protection of Plaintiff's interest therein during the pendency of these proceedings;
- c. enter a judgment determining Plaintiff's priority position in the Property;
- d. make an accounting of the sums due to Plaintiff under Note #2 and the Loan #2 Documents, including all amounts that have been or may be advanced or incurred by Plaintiff in collecting the sums due to it under Note #2 and the Loan #2 Documents, including, but not limited to, court costs and reasonable attorneys' fees;
- e. order that if said sums are not paid within the time set by the Court, that the Property be sold and the proceeds of such sale be applied toward satisfaction of Plaintiff's claims under Note #2 and the Loan #2 Documents; and that the estate and all right, title, and interest of GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING

TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, since the filing of the Notice of Lis Pendens herein, be forever barred and foreclosed; and

f. retain jurisdiction of this cause and parties hereto to grant such other and further relief as is just and equitable under the circumstances.

**COUNT V**  
**ACTION TO FORECLOSE ON PERSONAL PROPERTY #1**

Plaintiff sues Defendants, GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and alleges:

81. This is an action to foreclose a security interest in the Personal Property #1 owned by Borrower, located in Pinellas County, Florida, pursuant to Mortgage #1 and the Loan #1 UCC.

82. Plaintiff reavers the allegations contained in paragraphs 1-5, 9-34, and 52-60 above, as if fully set forth herein.

WHEREFORE, Plaintiff respectfully request that this Court:

- a. take jurisdiction of this action and the parties hereto;
- b. make an accounting of the sums due to Plaintiff under Note #1 and the other Loan #1 Documents, including all amounts that have been or may be advanced or incurred

by Plaintiff in collecting the sums due to it under Note #1 and the other Loan #1 Documents, including, but not limited to, court costs and reasonable attorneys' fees;

c. order that if said sums are not paid within the time set by the Court, that the Personal Property #1 be sold and the proceeds of such sale be applied toward satisfaction of Plaintiff's claims; and that the estate and all right, title, and interest of Borrower, and all persons claiming by, through, under or against said Defendant since the filing of this action, be forever barred and foreclosed;

d. retain jurisdiction for entry of a deficiency judgment against Borrower; and

e. retain jurisdiction of this cause and parties hereto to grant such other and further relief as is just and equitable under the circumstances.

**COUNT VI**  
**ACTION TO FORECLOSE ON PERSONAL PROPERTY #2**

Plaintiff sues Defendants, GURU & GAIA, LLC, a Florida limited liability company; TRUE LINE CORING & CUTTING OF TAMPA, INC.; PINNACLE FLOOR COVERING, INC., d/b/a Flooring Solutions; THE DIAZ/FRITZ GROUP, INC.; PYE-BARKER FIRE & SAFETY, LLC, d/b/a United Fire Protection, a foreign limited liability company; CHARLES NATHAN KING d/b/a ELITE CONSTRUCTION SERVICES; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, and alleges:

83. This is an action to foreclose a security interest in the Personal Property #2 owned by Borrower, located in Pinellas County, Florida, pursuant to Mortgage #2 and the Loan #2 UCC.

84. Plaintiff reavers the allegations contained in paragraphs 1-5, 9-13, and 35-60, above, as if fully set forth herein.

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. take jurisdiction of this action and the parties hereto;
- b. make an accounting of the sums due to Plaintiff under Note #2 and the other Loan #2 Documents, including all amounts that have been or may be advanced or incurred by Plaintiff in collecting the sums due to it under Note #2 and the other Loan #2 Documents, including, but not limited to, court costs and reasonable attorneys' fees;
- c. order that if said sums are not paid within the time set by the Court, that the Personal Property #2 be sold and the proceeds of such sale be applied toward satisfaction of Plaintiff's claims; and that the estate and all right, title, and interest of Borrower, and all persons claiming by, through, under or against said Defendant since the filing of this action, be forever barred and foreclosed;
- d. retain jurisdiction for entry of a deficiency judgment against Borrower; and
- e. retain jurisdiction of this cause and parties hereto to grant such other and further relief as is just and equitable under the circumstances.

**COUNT VII**  
**APPOINTMENT OF A RECEIVER**

Plaintiff sues Defendant Borrower, GURU & GAIA, LLC, a Florida limited liability company, and alleges:

85. This is an action to appoint a receiver for the Property.
86. Plaintiff reavers the allegations contained in paragraphs 1-51 and 58-60 above, as if fully set forth herein.

87. Pursuant to the Loan Documents, and Chapter 714 of the Florida Uniform Commercial Real Estate Receivership Act (the “Receivership Act”), Plaintiff is entitled to the appointment of a receiver.

88. Pursuant to Mortgage #1, the Borrower agreed upon default to the appointment of a receiver (see Mortgage #1, Ex. C, ¶ 6) as follows:

**6. Assignment of Rents. Mortgagor hereby assigns all the rents, issues, and profits of the Property from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply same, less expenses of collection to any indebtedness owing under the Note in any manner as Mortgagee may desire. This section shall only take effect in the event of a Mortgagor default.**

89. Pursuant to Mortgage #2, the Borrower agreed upon default to the appointment of a receiver (see Mortgage #2, Ex. R, ¶ 2.02) as follows:

**2.02. Collection Upon Default. Upon any Event of Default under this Mortgage, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive an Event of Default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.**

90. Florida courts have held that “the function of a receiver is to preserve and manage the property which is the subject of the litigation. The appointment of the receiver prevents either



side from impairing the value of the property in anticipation of losing the suit.” *Turtle Lake Assocs., LTD v. Third Fin. Servs., Inc.*, 518 So.2d 959, 961 (Fla. 1st DCA 1988).

91. Florida courts recognize that the parties’ contractual agreement to the appointment of a receiver is enforceable regardless of the solvency of the mortgagor or the danger of loss, waste, or other impairment of the property. The Florida Supreme Court long ago recognized where the parties express contract for a lien upon the rents and profits, there seems to be no valid reason for depriving the mortgagee because the fact the mortgagor is solvent, and the debt may be collected by execution on other property of the mortgagor. Nor should the condition that there be danger of loss, waste, destruction, or serious impairment of the property sometimes prescribed as conditions precedent to the appointment of a receiver, be regarded as material where there is such stipulation. *Smith v. DuPuis*, 157 So. 491, 493 (Fla. 1934).

92. Guru & Gaia expressly and contractually agreed that Plaintiff has the right upon default, which has occurred under both the Loan #1 Documents and Loan #2 Documents, to seek the appoint of a receiver.

93. The Receivership Act, Florida Statute 714.01, et seq., became law on July 1, 2020 and governs Plaintiff’s request for the appointment of a receiver and the actions of the receiver if appointed by this court.

94. The appointment of a receiver is necessary in order to, *inter alia*, manage and maintain the Property including tenants (including new and existing), leases, rents, expenses and all other authority as provided by the Act.

95. The Property is in danger of waste, loss, substantial diminution in value, dissipation, or impairment.

96. The two equal members of Guru & Gaia are Behar Limited Partnership and Double LD (the “Members”). There exists an ongoing dispute between the Members as to the continued

operation of the Property. This ongoing dispute has impaired the operation of the Property and the Borrower's obligations to the Plaintiff to the extent that the receiver's appointment is immediately required.

97. Borrower has failed to turn over rents, income, profits and revenues as required under the Loan #1 Documents and Loan #2 Documents.

98. Plaintiff will be will be irreparably harmed by the ongoing dispute between the Borrower's Members that is negatively impacting the Property and the Plaintiff's collateral.

**WHEREFORE**, Plaintiff requests that the Court appoint a receiver to take possession of the Property, to collect the rents therefrom to pay Property expenses and the loans, and to manage and maintain the Property, including but not limited to all authority under the Chapter 714 of the Florida Uniform Commercial Real Estate Receivership Act and that the Court grant such other and further relief that the Court deems appropriate.

**COUNT VIII**  
**ACTION ON THE FACTORY GUARANTY #1**

Plaintiff sues THE FACTORY, ST. PETE, LLC, a Florida limited liability company f/k/a Film Factory LLC ("The Factory") and alleges:

99. This is an action for damages for breach of The Factory Guaranty #1 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

100. Plaintiff realleges the allegations contained in paragraphs 1-6, 14-34, and 58-60 above as if fully set forth herein and incorporates the exhibits referenced therein.

101. As inducement for Note #1 The Factory executed The Factory Guaranty #1, guaranteeing payment of all monies due and owing to Plaintiff under Note #1.

102. The Factory Guaranty #1 is valid and enforceable. The Factory unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

103. The Factory breached the Factory Guaranty #1 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

104. As a result of The Factory's breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests judgment for damages against The Factory for all sums due to Plaintiff under The Factory Guaranty #1, including but, not limited to, principal, interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT IX**  
**ACTION ON THE FACTORY GUARANTY #2**

Plaintiff sues THE FACTORY, ST. PETE, LLC, a Florida limited liability company f/k/a Film Factory LLC (“The Factory”) and alleges:

105. This is an action for damages for breach of The Factory Guaranty #2 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

106. Plaintiff realleges the allegations contained in paragraphs 1-6, 35-51, and 58-60, above as if fully set forth herein and incorporates the exhibits referenced therein.

107. As inducement for Note #2 The Factory executed The Factory Guaranty #2, guaranteeing payment of all monies due and owing to Plaintiff under Note #2.

108. The Factory Guaranty #2 is valid and enforceable. The Factory unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

109. The Factory breached The Factory Guaranty #2 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

110. As a result of The Factory's breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests judgment for damages against The Factory for all sums due to Plaintiff under The Factory Guaranty #2, including but, not limited to, principal, interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT X**  
**ACTION ON K. BEHAR GUARANTY #1**

Plaintiff sues KARA BEHAR and alleges:

111. This is an action for damages for breach of the K. Behar Guaranty #1 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

112. Plaintiff realleges the allegations contained in paragraphs 1-5, 7, 14-34, and 58-60, above as if fully set forth herein and incorporates the exhibits referenced therein.

113. As inducement for the Note#1, K. Behar executed the K. Behar Guaranty #1, guaranteeing payment of all monies due and owing to Plaintiff under Note #1.

114. The K. Behar Guaranty #1 is valid and enforceable. K. Behar unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

115. K. Behar breached the K. Behar Guaranty #1 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

116. As a result of K. Behar's breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests judgment for damages against K. Behar for all sums due to Plaintiff under the K. Behar Guaranty #1, including but, not limited to, principal,

interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT XI**  
**ACTION ON K. BEHAR GUARANTY #2**

Plaintiff sues KARA BEHAR and alleges:

117. This is an action for damages for breach of the K. Behar Guaranty #2 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

118. Plaintiff realleges the allegations contained in paragraphs 1-5, 7, 35-51, and 58-60, above as if fully set forth herein and incorporates the exhibits referenced therein.

119. As inducement for the Note#2, K. Behar executed the K. Behar Guaranty #2, guaranteeing payment of all monies due and owing to Plaintiff under the Note #2.

120. The K. Behar Guaranty #2 is valid and enforceable. K. Behar unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

121. K. Behar breached the K. Behar Guaranty #2 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

122. As a result of K. Behar's breach, Plaintiff has been damaged.

123. WHEREFORE, Plaintiff respectfully requests judgment for damages against K. Behar for all sums due to Plaintiff under the K. Behar Guaranty #2, including but, not limited to, principal, interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT XII**  
**ACTION ON J. BEHAR GUARANTY #1**

Plaintiff sues JORDAN BEHAR; and alleges:

124. This is an action for damages for breach of the J. Behar Guaranty #1 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

125. Plaintiff realleges the allegations contained in paragraphs 1-5, 8, 14-34, and 58-60, above, as if fully set forth herein and incorporates the exhibits referenced therein.

126. As inducement for Note #1, J. Behar executed the J. Behar Guaranty #1, guaranteeing payment of all monies due and owing to Plaintiff under Note #1.

127. The J. Behar Guaranty #1, is valid and enforceable. J. Behar unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

128. J. Behar breached the J. Behar Guaranty #1 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

129. As a result of J. Behar's breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests judgment for damages against J. Behar for all sums due to Plaintiff under the J. Behar Guaranty #1, including but, not limited to, principal, interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

**COUNT XIII**  
**ACTION ON J. BEHAR GUARANTY #2**

Plaintiff sues JORDAN BEHAR; and alleges:

130. This is an action for damages for breach of the J. Behar Guaranty #2 in excess of \$30,000.00, exclusive of interest, costs, and attorneys' fees.

131. Plaintiff realleges the allegations contained in paragraphs 1-5, 8, 35-51, and 58-60, above as if fully set forth herein and incorporates the exhibits referenced therein.

132. As inducement for Note #2, J. Behar executed the J. Behar Guaranty #2, guaranteeing payment of all monies due and owing to Plaintiff under Note #2.

133. The J. Behar Guaranty #2, is valid and enforceable. J. Behar unconditionally guaranteed the performance and prompt and full payment by Borrower pursuant to the terms of Note #1.

134. J. Behar breached the J. Behar Guaranty #2 by failing and/or refusing to pay amounts due and owing by Borrower to Plaintiff.

135. As a result of J. Behar's breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests judgment for damages against J. Behar for all sums due to Plaintiff under the J. Behar Guaranty #2, including but, not limited to, principal, interest (contract and default), attorneys' fees, and costs, and for such other and further relief as the Court may deem appropriate.

Dated: November 3, 2022

/s/ Gerald D. Davis  
GERALD D. DAVIS  
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Tel: (727) 896-7171  
*Attorneys for Plaintiff*

*(See signed Verification on next page)*

**VERIFICATION**

Under penalty of perjury, I, LAWRENCE H. DIMMITT, III, as Trustee of the Lawrence H. Dimmitt, III Revocable Trust dated September 8, 2005, on behalf of said trust declare that I have read the foregoing complaint, and the facts alleged therein are true and correct to the best of my knowledge and belief.

**Lawrence H. Dimmitt, III Revocable Trust  
dated September 8, 2005**

By: 

Lawrence H. Dimmitt, III  
Trustee

Date: 11/2/22