

IN THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
Case No.: 50-2019CA008660XXXXMB

B. & B. PROPERTIES, INC., a Florida  
corporation, on its own behalf and on  
behalf of all others similarly situated,

Plaintiff,

CLASS REPRESENTATION

vs.

PALM BEACH COUNTY, FLORIDA,  
a political subdivision of the State of Florida,

Defendant.

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**MOTION FOR LEAVE TO FILE THIRD AMENDED**  
**CLASS ACTION COMPLAINT**

Plaintiff, B. & B. PROPERTIES, INC., (hereinafter “B&B” or Plaintiff), respectfully requests this Court to grant this Motion for Leave to File a Third Amended Complaint. As grounds for this motion, Plaintiff states:

1. The Third Amended Complaint (“TAC”) continues to plead a class action on behalf of Plaintiff and property owners who were charged interest and collection agency fees in addition to a daily code enforcement fine, and/or whose properties have been encumbered by a code enforcement lien. The TAC does not add any additional causes of action or new parties. In fact, the TAC eliminates Count V from the previous complaint, which Plaintiff has concluded should not be pled as a separate cause of action.

2. The necessity for the TAC is that the testimony of Palm Beach County’s (County) two corporate representatives, as well as additional discovery, have revealed that Palm Beach County has and is continuing to engage in other improper practices related to interest charges and

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
vs. Palm Beach County, Florida, Case. No. 50-2019-CA008660XXXXMB  
Motion for Leave to File Amended Third Class Action Complaint*

collection agency fees. As a result, Plaintiff needs to amend the definitions of the class and sub-classes.

3. The County designated two individuals as its corporate representatives, namely Ramsay Bulkeley and Sherry Brown. Mr. Bulkeley's deposition was taken on June 21, 2021, and June 23, 2021. Ms. Brown's deposition was taken on July 14 and July 15, 2021. These corporate representative depositions took place after the Court's Order on the County's Motion for Protective Order, and the County's retention of outside counsel to take over the case. On August 13, 2021, the Plaintiff sent to County's new counsel the Third Amended Complaint to determine if there was any objection to enter into an agreed order to allow the filing of this complaint. On August 20, 2021, defense counsel indicated that the County would not agree, thus necessitating this motion.

4. The testimony of the County's corporate representatives and other related discovery have revealed the following:

a) In calculating the amount of interest charges assessed on code enforcement liens, it is the County's practice to utilize a compound interest rate method. There is no authority to justify calculating interest in this manner. *See* TAC Para. 29(c).

b) Additionally, it is the County's practice to begin calculating interest before there is an Order Imposing Fine/Lien. Thereafter, the County's practice is to continue to use its compounding interest methodology even after the Special Magistrate's Order Imposing a Fine/lien is entered and recorded. The County continues to calculate interest using compounded interest, until the property owner complies with the code violation. Only then does the County utilize a simple interest rate in calculating interest on the amount of the accumulated daily fine, plus the amount of the compounded interest. Again, there is no authority to justify these improper interest calculations. *See* TAC Para. 29(c) and (d).

c) Regarding collection agency fees, the corporate representatives testified that it was and is the County's practice to charge collection agency fees, before said fees are incurred, or paid by the County. In the present case, the County did not incur any collection agency fees until May of 2018

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
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and then only paid \$7,146.81. However, on July 13, 2018, and January 16, 2019, the County sent B&B Statements of Accounts indicating that B&B owed collection agency fees of \$22,460.67, and 22,658.51, respectively. This practice does not comport with any statute, ordinance or case law. *See* TAC Para. 29(e) and Para. 56.

d) As to Plaintiff's due process claim, the corporate representative's testimony revealed that once the code enforcement lien is referred to the Office of Financial Management and Budget ("OFMB"), the Plaintiff, and other putative class members, are prohibited from any hearing before an independent Magistrate to contest issues that have arisen after the referral to OFMB. According to the testimony, all unpaid code enforcement liens are referred to the office of OFMB approximately 90 days from the date the lien is recorded. *See* TAC Para 29(f).

e) The corporate representatives confirmed that the first time the County has a record of notifying B&B that it owed interest charges, and collection agency fees, even though the County had not brought any lawsuit to foreclose the lien or a lawsuit to seek a money judgment for the amount of the lien, was July 13, 2018. That date is when the County Collections Coordinator sent to B&B's counsel an email attaching a Statement of Account as of July 13, 2018. July 13, 2018 was also the first time that the County provided B&B the specific amounts that the County claimed were owed by B&B for interest and collection agency fees, and would require full payment of these charges to release the code enforcement lien. *See* TAC Paras. 56 to 59.

5. Plaintiff's position has always been that the County has no authority to charge interest in conjunction with a code enforcement fine or lien unless the County has filed a lawsuit. This is so because Fla. Stat. §162.09(3) and County Ordinance Article 10 of the Unified Land Development Code ("ULDC"), Section 3(f), only allow interest charges as part of a lawsuit to foreclose a lien or a lawsuit to seek a money judgment for the amount of the lien. Absent such legal action, there is no basis or justification for any interest charges. Regarding collection agency fees, Plaintiff contends that these fees may only be charged where the County is collecting monies in conjunction with a court action, and then only those collection agency fees that the County has actually paid. *See* Fla. Stat. §§ 938.31 and 938.35. However, the County disagrees, but if the Court

rules that there is some basis to charge interest and/or collection agency fees, then the Court will have to consider whether the customs and practices relating to the amounts actually charged are proper. *See* para. 4, above. Pleading alternative claims for relief is specifically allowed by Fla. R. Civ. P. 1.110(b).

### **LEGAL BASIS**

6. Fla. R. Civ. P. 1.190(a) provides that permitting amendments to pleadings shall be liberally construed and leave of court shall be given freely when justice so requires. As the Florida Supreme Court has explained:

[The] objective of all pleadings is merely to provide a method for setting the opposing contentions of the parties. No longer are we concerned with the “tricks and technicalities of the trade.” The trial of the lawsuit should be a sincere effort to arrive at the truth. It is no longer a game of chess in which the technique of the maneuver captures the prize.

*Cabot v. Clearwater Construction Co.*, 89 So.2d 662, 664 (Fla. 1956).

7. The principal regarding amendments to pleadings is well-recognized in class action litigation. It is relatively common in a class action case that as a case progress, the definition of a class or a subclass may be changed, altered or expanded. *See, Florida Department of Transportation v. Tropical Leasing, LLC*, 229 So.3d 1251, 1255 (Fla. 1st DCA 2017) (citing *Farrar v. Mobil Oil Corporation*, 43 Kan. App. 2d 871, 889-90, 234 P.3d 19 (2010)).

However, this same court ruled that the appropriate procedural mechanism to amend a definition of a class or subclass is through an amended complaint. As the court explained:

Here, we do not hold that a class may not be expanded once the definition has been proposed in a complaint. We simply adhere to the rule that the proper procedural method to expand the class is by moving to amend the complaint, and then moving to certify the newly defined class.

*Id.* at 1255.

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
vs. Palm Beach County, Florida, Case. No. 50-2019-CA008660XXXXMB  
Motion for Leave to File Amended Third Class Action Complaint*

8. In *E.J. Frankel v. City of Miami Beach*, 340 So.2d 463, 469 (Fla. 1977), the Florida Supreme Court recognized that the need for liberality of amendments to pleadings is specifically relevant to class litigation. As the court noted:

“In the average class action, the information needed to satisfy the requirements of the rule...can only be obtained through discovery. Consequently, trial courts should reserve ruling on a motion to dismiss until the party seeking to represent or maintain an action against a class has had the opportunity to employ sufficient discovery to ascertain the necessary information that must be pled. **Thus, the rules of civil procedure must be liberally construed in permitting the amendment of pleadings.**”

(emphasis added).

9. Therefore, the Third Amended Complaint is necessary to amend the definition of the class and subclasses. Equally important, is that there is no prejudice to the County. This case is not set for trial; nor is it even set for a class certification hearing. In fact, class discovery is still ongoing, and a new scheduling order needs to be agreed to and entered by the Court to schedule the class certification hearing. Finally, as the Florida Supreme Court has pointed out, the requirements of class certification for the most part can only be obtained through discovery. Therefore, the Plaintiff has and continues to diligently obtain the necessary discovery to certify the class and subclasses. This same discovery has disclosed the need to alter and to add to the class definitions, and a Third Amended Complaint is the only procedural vehicle to accomplish these changes.

10. As required by Rule 1.190(a), the Third Amended Complaint is attached to the motion.

WHEREFORE, it is respectfully prayed that this Motion to Amend to Allow the Filing of the Third Amended Complaint be granted.

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal to all individuals on the attached Service List, this 25th day of August 2021.

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Motion for Leave to File Amended Third Class Action Complaint*

***B. & B. Properties v Palm Beach County***  
**Case No: 502019CA008660XXXXMB AA**

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**IN THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
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**Defendant.**

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**THIRD AMENDED CLASS ACTION COMPLAINT FOR  
DECLARATORY, INJUNCTIVE, AND MONETARY RELIEF**

Plaintiff, B. & B. PROPERTIES, INC., (hereinafter “B&B”), on its own behalf and on behalf of all others similarly situated, sues Defendant, PALM BEACH COUNTY (hereinafter “the County”), and alleges:

1. This is a class action for declaratory, injunctive, and monetary relief for which the amount in controversy is in excess of \$30,000, and this court is vested with jurisdiction pursuant to § 86.011, Fla. Stat., to issue declaratory relief.
2. Any conditions or prerequisites to the commencement of this action have been waived, fulfilled, or excused.
3. Plaintiff has retained the undersigned attorneys to represent its interests in this action and has agreed to pay them a reasonable fee for such services.

**THE PARTIES**

4. Plaintiff B&B is a Florida corporation which maintains a place of business in Palm Beach County, Florida.



5. The class and subclasses of similarly situated parties for which B&B proposes to serve as Class Representative consist of affected property owners against whom orders imposing code enforcement liens were entered and who were illegally charged and/or who paid interest and/or collection agency fees (collectively, “Affected Owners”). The class and subclasses are defined in detail in paragraph 29 below.

6. Defendant Palm Beach County is a home rule charter county and exists as a political subdivision of the State of Florida under the Constitution of the State of Florida, the laws of the State of Florida, and the Palm Beach County Charter.

#### **THE PALM BEACH COUNTY CHARTER**

7. At all times relevant to this lawsuit, the County has operated County Government under the authority of the Charter of Palm Beach County, Article I through Article VIII, effective January 1, 1985, as amended (“Charter”).

8. Section 1.1 of the Charter provides that “except as may be limited by this home rule charter, [the County] shall have all powers of county self-government granted now or in the future, by the constitution and laws of the state of Florida.”

9. Section 1.2 of the Charter provides that “nothing in this home rule charter shall override or conflict with state law or the state constitution.”

#### **FLORIDA LAW**

10. Chapter 162, Fla. Stat., “Local Government Code Enforcement Board Act,” provides the State law authority for County Code Enforcement.

11. Section 162.02, Fla. Stat., provides:

**Intent.**—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative

boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

12. The County has established an enforcement procedure utilizing Special Magistrates pursuant to § 162.03, Fla. Stat., which provides:

**162.03 Applicability. —**

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a non-charter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

(emphasis added).

**PALM BEACH COUNTY ORDINANCES**

13. The County adopted the Unified Land Development Code (“ULDC”), which provides in Article 1, Chapter A, Section 1.,B., the authority for the ULDC:

The Board of County Commissioners (BCC) has the authority to adopt this Code pursuant to Art. VIII, § 1(g), Fla. Const., the PBC Charter, F.S. § 125.01, F.S. § 163.3161, and such other authority and provisions that are established by statute, administrative rule, or common law in the State of Florida.

14. ULDC, Article 10, Enforcement, Chapter A, General, states: “The provisions of this Code shall be enforced by: (i) the Code Enforcement Special Magistrate pursuant to the authority granted by Fla. Stat. § 162.01, et seq., as may be amended . . .” (emphasis added).

15. On February 11, 2019, Plaintiff's former attorney asked the County for the source of authority to add interest and collection agency fees to code enforcement liens. Exhibit "A."

16. An Assistant County Attorney responded for the County on March 28, 2019 (Exhibit "B") and indicated that the authority for interest and collection agency fees was §§ 162.09(3), 55.03, and 938.35, Fla. Stat.

17. Section 162.09(3), Fla. Stat., only allows interest to be charged in conjunction with a lawsuit by the County for a money judgment to recover the amount of the code enforcement lien or in connection with a lawsuit to foreclose on a lien. That section provides:

**(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.**

(emphasis added).

18. In addition to § 162.09(3), Fla. Stat., the applicable County ordinance is Article 10 of the ULDC. Section 3(F) of Article 10 provides for interest in conjunction with an action to foreclose a Code Enforcement Lien. Section 3(F) states:

After three months from the filing of any such lien which remains unpaid, PBC may foreclose the lien in the same manner as mortgage liens are foreclosed. Such liens shall bear interest at the rate allowable by law from the date of compliance set forth in the recorded order acknowledging compliance.

19. ULDC Article 10 does not authorize the County to impose interest on code enforcement liens except as set forth in ULDC Section 3(F).

20. The County has never brought an action to foreclose B&B's Code Enforcement Lien, and as to all other Code Enforcement Liens since 2005, the County has only brought two actions to foreclose a lien. Additionally, other than the counterclaim filed to a previous complaint in the present case, the County has never brought an action for a money judgment to recover the amount of a Code Enforcement Lien, plus accrued interest, against a property owner with a Code Violation.

21. Further, in calculating the amount of interest charged to an Affected Owner, the County's custom, policy, and practice is to improperly compound interest up to the date that the Affected Owner complies with the code violation, as was the case with the calculation of B&B's interest from June 30, 2006 until November 18, 2007.

22. After the Affected Owner has fully complied with the code violation and the daily fine has ceased, the County then improperly charges the Affected Owner interest on the compounded interest amount and the accumulated daily fine amount, as was done with B&B.

23. The County has also charged collection agency fees to B&B and members of the putative class, allegedly imposed for collection efforts by the County to collect Code Enforcement Liens, interest charges, and other charges imposed against the putative class members' and B&B's real property.

24. Florida Statutes do not authorize the imposition of collection agency fees on code enforcement liens and certainly not on illegally imposed interest charges.

25. The County may charge collection agency fees paid to a collection agent or a collection attorney when collecting court costs. Sections 938.31 and 938.35, Fla. Stat., provide the following:

**938.31 Incorporation by reference.** – The purpose of this chapter is to facilitate uniform imposition and collection of court costs throughout the state and, to this end, a reference to this chapter, or to any section or subdivision within this chapter, constitutes a general reference under the doctrine of incorporation by reference.

(emphasis added).

**938.35 Collection of court-related financial obligations.** – The board of county commissioners or the governing body of a municipality may pursue the collection of any fees, service charges, fines, or costs to which it is entitled which remain unpaid for 90 days or more or refer the account to a private attorney who is a member in good standing of The Florida Bar or collection agent who is registered and in good standing pursuant to chapter 559. In pursuing the collection of such unpaid financial obligations through a private attorney or collection agent, the board of county commissioners or the governing body of a municipality must determine this is cost-effective and follow applicable procurement practices. The collection fee, including any reasonable attorney's fee, paid to any attorney or collection agent retained by the board of county commissioners or the governing body of a municipality may be added to the balance owed, in an amount not to exceed 40 percent of the amount owed at the time the account is referred to the attorney or agents for collection.

(emphasis added).

26. Special Magistrate hearings are not court proceedings, and the fines, interest and collection agency fees resulting therefrom are not court costs.

27. Sections 938.31 and 938.35, Fla. Stat., provide no authority for collection agency fees on code enforcement fines or liens which are not in conjunction with a court proceeding. Therefore, the County's custom, policy, and practice by which it charges collection agency fees on code enforcement liens violates §§ 938.31 and 938.35, Fla. Stat., and there is no other authority for the imposition of collection agency fees on code enforcement liens.

28. Additionally, B&B and the putative class have been charged collection agency fees in excess of the amount paid by the County, and prior to any payment by the County to any collection agency, neither of which is permitted by law. In addition, the collection agency fees calculated by the County include improper interest charges and collection agency fees that do not correspond to the time and effort expended by the collection agency.

29. B&B seeks to represent a class and subclasses that include the following:

- a. Property owners against whose property the County imposed code enforcement liens beginning on January 1, 2005 that unlawfully included interest or collection costs and where said lien continued to encumber the property on or after July 3, 2015.
- b. Property owners who received an Order Imposing Fine/Lien beginning on January 1, 2005 and paid interest or collection agency fees on or after July 3, 2015 and against whom no court proceedings were brought.
- c. Property owners against whose property the County imposed code enforcement liens beginning January 1, 2005, which liens remained on their property on or after July 3, 2015, and who were charged compounding interest to the date of compliance and thereafter charged interest on both that sum plus the accumulated daily fine amount.

- d. Property owners against whose property the County imposed code enforcement liens beginning on January 1, 2005, which liens remained on the property on or after July 3, 2015, and who were charged improper interest amounts, due to the County's practice of treating Special Magistrate Orders Imposing Fine/Lien as a judgment from a court of law, and then improperly calculating the time periods for calculating its claim for pre-judgment interest.
- e. Property owners against whose property the County imposed code enforcement liens beginning January 1, 2005, which liens remained on their property on or after July 3, 2015, and who were charged or paid collection agency fees after July 3, 2015, or where said fees were in excess of what was paid by the County or before the County paid the collection agency fees.
- f. Property owners against whose property the County imposed code enforcement liens beginning January 1, 2005, which liens remained on their property on or after July 3, 2015, and who were not given an opportunity to seek modification or reduction of the amounts charged for interest or collection agency fees, before an impartial magistrate, after their code enforcement lien was referred to the Office of Financial Management and Budget ("OFMB").

### **CROSS-ATTACHING LIENS**

30. Pursuant to § 162.09(3), Fla. Stat., the lien for code enforcement violations attaches to all real property of the Affected Owner in Palm Beach County.

A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

*Id.* (emphasis added)

31. The County also imposes the lien against any property the Affected Owner subsequently acquires in Palm Beach County.

32. Thus, B&B and the putative class have been further damaged and have suffered losses as a result of liens cross-attaching to other real property owned by them in Palm Beach County, or real property acquired by them after the imposition of the lien.

### **DUE PROCESS REQUIREMENTS**

33. Section 162.09(3), Fla. Stat., provides that code enforcement liens may be released by the local governing body:

. . . A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section....

34. Section 162.09(2)(c), Fla. Stat., provides that only the Special Magistrate may reduce a code enforcement fine:

(c) An enforcement board [Special Magistrate] may reduce a fine imposed pursuant to this section.

(emphasis added).

35. Because code enforcement proceedings are penal in nature, procedural due process protections are at their highest.

36. The County has a custom, policy, and practice to refer Code Enforcement Liens that remain unpaid for 90 days to OFMB, and once the code enforcement lien is referred to OFMB, the County refuses to accept any modification request and denies a hearing before an impartial magistrate.

37. After being referred to OFMB, Affected Owners are denied the ability to seek a modification or reduction before an impartial hearing officer and are left with no option but to seek a modification from OFMB. Because OFMB has no objective criteria for evaluating when, if at all, to reduce or modify the amounts being charged by the County for the code enforcement liens imposed against them, the Affected Owners are deprived of due process.

38. Additionally, as to B&B and the putative class, collection agency fees are not incurred or paid by the County until after the code enforcement lien is referred to OFMB



and then to a collection agency, at which time it is the County's custom, policy, and practice not to accept a modification request; nor will it consider any modification hearing before an impartial magistrate.

39. Plaintiff and the putative class have property interests in not being charged unlawful interest charges and collection agency fees which result in excessive code enforcement liens encumbering their properties.

**VIOLATION OF THE 14<sup>th</sup> AMENDMENT FOR WHICH  
42 U.S.C. § 1983 PROVIDES A REMEDY**

40. The 14<sup>th</sup> Amendment to the United States Constitution provides:

...No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

41. 42 U.S.C. § 1983 provides:

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress . . .

42. The County has acted under color of state law, and its customs, practices, and policies have deprived B&B and the putative class of their property interests without due process. *See* paras. 1 through 41, *supra*.

43. Plaintiff and the putative class have property interests in not being charged excessive fines and in not having their real properties encumbered by code enforcement

liens that are excessive to the extent that they unlawfully include interest and collection agency fees which are charged before and after compliance.

44. The County has denied B&B and the putative class procedural due process of law guaranteed by the 14<sup>th</sup> Amendment of the United States Constitution.

45. By charging interest and collection agency fees against B&B and members of the putative class, where such interest and collection agency fees are not authorized by law, and where such interest and collection agency fees become part of the lien that is imposed on their property, the County denies them due process, for which § 1983 provides a remedy.

46. 42 U.S.C. § 1988(b) provides for the award of attorney fees and expenses for Plaintiff's attorneys.

**VIOLATIONS OF THE EIGHTH AND 14<sup>th</sup> AMENDMENTS FOR WHICH 42 U.S.C. § 1983 PROVIDES A REMEDY**

47. The Eighth Amendment to the United States Constitution provides: “Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.” (emphasis added).

48. B&B and the putative class do not contend that code enforcement fines that are within amounts permitted by law are excessive. Rather, they contend that the interest and collection agency fees charged by the County, both before and after compliance with the underlying violations, and the attempts to collect and the collections thereon, are illegal and render the fines excessive under the Eighth and 14<sup>th</sup> Amendments to the United States Constitution.

**CLASS REPRESENTATIVE**

49. B&B's property was subjected to a Notice of Violation, Case No. C0503090002, attached as Exhibit "C."

50. B&B's property was adjudicated in violation by a Palm Beach County Special Magistrate on March 1, 2006; copy of order attached as Exhibit "D."

51. On March 7, 2007, the Special Magistrate entered an Order Imposing Fine/Lien, which was recorded in the County's public records on April 27, 2007. *See* Exhibit "E."

52. The Order Imposing Fine/Lien stated, "this amount shall accrue interest at the rate allowed by law." *Id.* However, the County never notified or advised B&B that it would charge interest in addition to the daily fine without first bringing an action to foreclose the lien or an action for a money judgment for the amount of the lien, plus accrued interest, in accordance with §162.09(3), Fla. Stat., until the County sent B&B's counsel a Statement of Account on or about July 13, 2018. *See. Exhibit "F"*.

53. Pursuant to §162.09(3), Fla. Stat., the County does not have authority to add an interest charge to the daily fine, unless the County files a lawsuit to foreclose the Code Enforcement lien or a lawsuit for a money judgment to recover the amount of the Code Enforcement Lien. Since B&B was not notified, until it received the July 13, 2018 Statement of Account, that the County was in fact charging interest or the amount of said interest in addition to the daily fine when no legal action was brought, B&B never had the opportunity to contest the charge of interest or the amount of interest. Additionally, when B&B was notified that the County was indeed charging interest even when no legal action to foreclose or for a money judgment was ever filed, B&B's code enforcement lien had been referred to OFMB. It is the County's custom, policy, and practice that once there is

a referral to OFMB, an Affected Owner can no longer request a modification hearing, and all appellate rights at that time would have expired.

54. It is the County's custom, policy, and practice, after the lien is referred to OFMB, to not allow B&B or any Affected Owner a modification hearing, where B&B or a putative class member can challenge interest, the calculation of interest, and/or the interest rate, and/or the improper collection agency fees.

55. As to B&B, the County began charging interest on the day after the date of the ordered compliance, June 30, 2006, and has continued to charge interest thereafter. The County charged said interest before any action to foreclose or for a money judgment was filed against B&B. Further, the County calculated interest on a compound basis and improperly calculated the time period for its claim of "prejudgment interest," even though no court action against B&B had ever been filed.

56. The County incurred no collection agency fees until May of 2018 and paid no collection agency charges until June of 2018. On or about May 25, 2018, the County received \$44,761.60 from a tax deed sale as to a property owned by B&B. On or about June 12, 2018, the County allocated from that amount a collection agency fee of \$7,146.81, resulting in a reduction of the principal amount of the lien to \$37,548.99. Even though the County only paid the collection agency \$7,146.81, the Statement of Account of 7/13/18 (Exhibit "F"), sent to B&B's counsel, contained a collection agency charge of \$22,413.66, plus \$47.01. The July 13, 2018 statement of account, *id.*, was the first notification from the County to B&B that the County had incurred or paid a collection agency fee.

57. On January 16, 2019, the County's Collection Coordinator from OFMB sent an email to a B&B employee, Anne Chappell, which stated the following:

Pursuant to your request, I have attached a copy of the Code Enforcement Lien Payoff Statement together with copies of the pertinent code lien documents for the subject case. Said statement has been computed up through 1/31/19 with the daily per diem thereafter noted on the bottom of the statement.

Payment should be made payable to: **Palm Beach County BOCC** and remitted to my attention [at the] following address:

**PALM BEACH COUNTY  
C/O OFMB  
301 N. OLIVE AVE, 7TH FLOOR  
WEST PALM BEACH, FL 33401**

Once full payment has been received by the County, we will prepare and have the applicable release of lien executed and recorded thereby removing the code lien from the subject property and all other real and personal property under their ownership.

If you should have any questions, please let me know.

See Exhibit "G."

58. A review of the Statement of Account, which the Collections Coordinator attached to his email of January 16, 2019, indicates that the "full payment" amount totaled \$97,152.22. See Exhibit "H." The interest charges on that Statement Account totaled \$68,589.51. *Id.* The collection agency fees totaled \$22,658.51. *Id.* Therefore, "full payment" of \$97,152.22 included interest charges and collection agency charges which totaled \$91,248.02. *Id.*

59. B&B does not dispute prior to the tax deed sale that it owed the principal amount of the fine of \$50,600.00 and recording costs. B&B offered the County \$5,904.20 which included the balance remaining of the principal amount of the lien ordered by the Special Magistrate after the County received \$44,761.60 from the tax deed sale, together with recording fees. However, the County refused B&B's offer to pay the full principal

amount, when the Assistant County Attorney on behalf of the County stated to B&B's counsel, "[t]he County cannot accept that offer as we feel that interest has been properly imposed on this lien." See Exhibit "B."

### **CLASS REPRESENTATION ALLEGATIONS**

60. B&B brings this lawsuit seeking Class Representation under Fla. R. Civ. P. 1.220.

61. Based on information gained through public records requests and discovery taken in this case, more than 100 property owners have been affected by the wrongful actions of the County.

62. The joinder of at least 100 Affected Owners is impractical.

63. Commonality exists with all class members, as each Affected Owner is affected by orders of a Special Magistrate finding their property in violation of County Codes and the County's imposition of illegal interest and collection agency fees. Affected Owners whose liens have been referred to OFMB have been denied procedural due process. Each Affected Owner has had title to real property affected or has been unlawfully charged or paid interest or collection agency fees. The claims of B&B and B&B's questions of law and fact are common to the claims and questions of law and facts of the putative class.

64. The claims of B&B are typical of the claims of the putative class.

65. B&B's interests are not antagonistic to other class members.

66. B&B has hired the undersigned law firms, and B&B and the law firms intend to vigorously pursue this lawsuit.

67. B&B has the necessary resources to vigorously pursue this lawsuit and protect and represent the interests of each member of the putative class.

68. The prevailing questions of law and fact in this lawsuit predominate over any question of law or fact affecting individual members.

69. Class representation with regard to this lawsuit is superior to any other available form of relief for the fair and efficient adjudication of this controversy.

70. Putative class members' claims are maintainable under Fla. R. Civ. P 1.220(b)(1)(A) and (b)(2) and (b)(3).

71. Rule 1.220(c)(2)(B). (Commonality). The questions of law and fact that are common to B&B and the putative class members' claims include, among other things:

- a. Did the County illegally charge interest?
- b. Did the County improperly calculate interest?
- c. Did the County charge interest and collection agency fees resulting in excessive fines?
- d. Did the County illegally charge collection agency fees?; and
- e. Did the County deny Affected Owners procedural due process?

72. Rule 1.220(c)(2)(C). (Typicality). The claims advanced by B&B are typical of the claims of each member of the class because B&B has been illegally charged interest and collection agency fees and has been denied procedural due process.

73. Rule 1.220(c)(2)(D)(i). (Numerosity). On information and belief, the approximate number of class members exceeds 100.

74. Rule 1.220(c)(2)(D)(ii). (Definition). The definition of the alleged class is real property owners who have had their property encumbered by code enforcement liens

beginning on January 1, 2005, which include interest and collection agency fees and which property continued to be encumbered on or after July 3, 2015, and real property owners who received an Order finding a code violation beginning on January 1, 2005 and paid interest or collection agency fees on or after July 3, 2015 and against whom no court proceedings were brought, and as further defined in paragraph 29.

75. Rule 1.220(c)(2)(D)(iii). (Adequacy). The facts and circumstances that show the representative party will fairly and adequately protect and represent the interests of each member of the proposed Class are that B&B's interests coincide with, and are not antagonistic to, the interests of the members of the Class that B&B seeks to represent. Additionally, B&B has retained competent counsel, will retain experts as necessary, intends to prosecute this action vigorously, and has the resources to do so. The interests of the Class members will be fairly and adequately protected by B&B and its counsel.

76. Rule 1.220(c)(2)(E). The facts and circumstances supporting the conclusions required of the Court in determining that the action may be maintained as a class action pursuant to subdivisions (b)(1)(A), or (b)(2) or (b)(3) are set forth in paragraphs 1 through 59 hereof.

77. Rule 1.220(d). (Notice). The class members may be notified by publication, first class mail and/or email with respect to the pendency of this action, their opportunity to "opt-out" of membership in this Class once certified as proposed herein, and such other matters as this Court might determine to be necessary.

78. Rule 1.220(a)(2). (Predominance of Common Questions of Law and Fact). Common questions of law and fact exist and predominate among B&B and all members



of the Class. These common legal and factual questions are listed above in paragraphs 63 and 71.

79. Rule 1.220(b)(3). (Superiority). Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The issues in this litigation involve only the charging or payment of interest, collection agency fees, and denial of due process and imposition of excessive fines to Class members, as described herein, and do not include any other potential individual disputes between putative class members and the County.

80. The monetary relief awardable to each putative class member is determinable, and given the likely extensive litigation necessitated by the County's uniform pattern of conduct of which each class member complains in this case, the individual prosecution of each putative class member's claim would prove burdensome and disproportionately expensive. It would be virtually impossible for the members of the class individually to effectively redress the identical wrongs that have been done to each of them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system generally. By contrast, this class action lawsuit will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based on a single determination.

81. Rule 1.220(b)(2). (Injunctive and Declaratory Relief Appropriate for the Class). Class certification is also appropriate because the County has acted and refused to act in ways generally applicable to the putative class, making appropriate equitable injunctive and declaratory relief with respect to B&B and the putative class. Specifically, B&B and the putative class seek injunctive relief in the form of an injunction requiring: (A) withdrawal and rescission of any charges for interest or collection agency fees to B&B or the putative class; (B) discontinuation of any improper efforts to collect interest or collection agency fees not in accordance with the law; (C) access to the Special Magistrate for modification of fines/liens after referral to OFMB; and (D) the award of a refund for all interest and collection agency fees paid by B&B and the putative class after July 3, 2015.

82. B&B and the putative class also seek a declaration from this Court that the County's custom, policy, and practice of disallowing Affected Owners a modification request and/or access to Special Magistrates for modification of lien hearings once the lien is referred to OFMB, violates Florida law and procedural due process required by the United States Constitution.

83. B&B and the putative class also seek a declaration from this Court that the County's custom, policy, and practice of illegally charging interest and collection agency fees, when added to the fines, constitute excessive fines under the United States Constitution.

**COUNT I - INJUNCTIVE RELIEF (Florida Law and Section 1983)**

84. B&B and the putative class incorporate paragraphs 1 through 59 and 81, as if fully restated herein.

85. The County's unlawful conduct directed toward B&B and the putative class violates Florida and Federal law as set forth above, has been unrelenting, and will continue indefinitely absent this Court's injunction preventing its continuation.

86. B&B and the putative class have no adequate remedy at law.

87. The public interest will not be harmed or would benefit from the exercise of this Court's equitable power to enjoin the continued perpetration of the County's unlawful acts of which B&B and the putative class complain herein, or by further injunctive relief requiring the County to stop attempting to collect the interest and collection agency fees which it has already charged and continues to charge B&B and the putative class.

**WHEREFORE**, B&B and the putative class pray for the following relief:

- A. an injunction preventing the County from charging interest on fines or liens or at a rate and in a manner not authorized by Florida law and contrary to the Eighth and 14<sup>th</sup> Amendments;
- B. an injunction preventing the County from charging collection agency fees on fines or liens or charging an amount in excess of what was paid by the County;
- C. an injunction preventing the County from denying B&B and the putative class the right to seek a modification request and/or access to the Special Magistrate once the lien has been referred to OFMB; and
- D. an injunction requiring the County to (i) discontinue any efforts to collect interest or collection agency fees from B&B and the putative class except in conjunction with a lawsuit for a money judgment to recover the amount of the lien or to foreclose a lien; and (ii) allow access to the Special Magistrate

for modification of the improper interest or collection agency fees after the lien has been referred to OFMB.

**COUNT II – 42 U.S.C. § 1983 (14<sup>th</sup> Amendment Procedural Due Process)**

88. B&B and the putative class incorporate paragraphs 1 through 59 as if fully restated herein.

89. The actions of the County with respect to charging interest and collection agency fees and denying modification requests and/or access to the Special Magistrate after the lien is referred to OFMB, deprive B&B and the putative class of their fundamental right to quiet enjoyment of their real property in the lawful conduct of their business and personal use, and to enjoy the profits thereof. That right is protected by procedural due process which is applicable to the states and their agencies and subdivisions through the 14<sup>th</sup> Amendment of the United States Constitution.

90. The County's actions deny B&B and the putative class their property interests.

91. Imposition of interest and collection agency fees, and denial of the right to seek a modification request and/or access to the Special Magistrate for reduction or modification after referral to OFMB, are an abuse of government power of such a magnitude as to rise to the level of a constitutional violation that has caused actual, and not just theoretical, damages or, alternatively, nominal damages to B&B and the putative class.

92. The interest and collection agency fees, when added to the fines as explained herein, especially after compliance, constitute excessive fines under the United States Constitution.

93. The County was acting under color of state law when it engaged in the unlawful conduct described in this complaint, including:

- a. The improper charging of interest;
- b. The improper calculation of interest;
- c. The improper charging of collection agency fees;
- d. Encumbering property with the County's improper charges; and
- e. Denying B&B and the putative class procedural due process and protection against excessive fines.

94. The County's unlawful conduct has been directed at the putative class, has been unrelenting, and will indefinitely exist absent an injunction issued by this Court.

95. Putative class members have no adequate remedy at law in that a money judgment requiring a refund of sums illegally collected by the County will not prevent the County from continuing to assess improper charges in the future.

96. The public's interest will benefit from, and not be harmed by, the exercise of this Court's equitable power to enjoin the County from continuing the illegal acts that Plaintiff and the putative class have complained of herein.

**WHEREFORE**, B&B and the putative class pray for the following relief:

- A. an injunction preventing the County from charging interest on fines or liens or in a manner or rate not authorized by Florida Statutes;
- B. an injunction preventing the County from charging collection agency fees on fines or liens or charging an amount in excess of what was paid by the County;

- C. an injunction preventing the County from denying Plaintiff or the putative class a modification request and/or access to the Special Magistrate once the lien has been referred to OFMB;
- D. a declaration that the County's customs, practices, and policies violate B&B and the putative class's 14<sup>th</sup> Amendment rights;
- E. award Plaintiff and the putative class damages against the County sufficient in amount to refund, with interest, the unlawful sums collected from B&B and the putative class or, alternatively, award Plaintiff and the putative class nominal damages; and
- F. award reasonable attorney fees and expenses under 42 U.S. C. § 1988(b).

**COUNT III – 42 U.S.C. § 1983 (Eighth and 14<sup>th</sup> Amendments  
Excessive Fines)**

97. B&B and the putative class incorporate paragraphs 1 through 59 as if fully restated herein.

98. The County's unlawful charging of interest and collection agency fees on the code enforcement fines, especially after compliance, renders the fines excessive, in violation of the Eighth and 14<sup>th</sup> Amendments, for which 42 U.S.C. § 1983 provides a remedy.

**WHEREFORE**, B&B and the putative class pray for the following relief:

- A. an injunction preventing the County from charging interest on fines or liens or in a manner or a rate not authorized by Florida law;

- B. an injunction preventing the County from charging collection agency fees on fines or liens or charging an amount in excess of what was paid by the County in violation of Florida law;
- C. an injunction preventing the County from denying Plaintiff and the putative class a modification request and/or access to the Special Magistrate once the lien has been referred to OFMB;
- D. a declaration that the County's customs, practices, and policies violate B&B and the putative class's Eighth and 14<sup>th</sup> Amendment rights;
- E. require the County, its law firms, and its collection agencies to: (i) discontinue any efforts to collect interest or collection agency fees from B&B and the putative class; and (ii) allow access to the Special Magistrate for modification of fines/liens once the lien has been referred to OFMB;
- F. award Plaintiff and the putative class damages against the County sufficient in amount to refund, with interest, the unlawful sums collected from B&B and the putative class or, alternatively, award Plaintiff and the putative class nominal damages; and
- G. award reasonable attorney fees and expenses under 42 U.S. C. § 1988(b).

**COUNT IV – DECLARATORY JUDGMENT (Florida Law and Section 1983)**

99. B&B and the putative class incorporate paragraphs 1 through 59 as if fully restated herein.

100. A present controversy exists between B&B and the members of the putative class on the one hand, and the County on the other hand, regarding whether the County

may charge interest and collection agency fees on code enforcement liens and deny B&B and the class access to the Special Magistrate after referral of Affected Owners to OFMB.

101. The declaration sought by B&B and the putative class deals with a present, ascertainable state of facts and a present and ongoing controversy referable to those facts.

**WHEREFORE**, B&B and the putative class request this Court to declare that:

- A. The County's imposition of interest on code enforcement liens violates Florida and Federal law;
- B. The County's imposition of collection agency fees on code enforcement liens violates Florida and Federal law;
- C. The County's calculation of interest and collection agency fees violates Florida and Federal law;
- D. Denying Plaintiff and the class members the ability to seek a modification request and/or access to the Special Magistrate for reduction or modification of liens is illegal after the lien has been referred to OFMB and violates procedural due process; and
- E. Plaintiff and the Putative Class are entitled to recover and shall be awarded damages sufficient in amount to refund, with interest, the unlawful sums collected from Plaintiff and the Putative Class.

**JURY TRIAL DEMAND**

B&B and the Class demand trial by jury on all claims herein so triable.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal to all individuals on the attached Service List, this \_\_\_\_\_ day of August 2021.

SILBER & DAVIS  
105 S. Narcissus Ave., Suite 402  
West Palm Beach, FL 33401  
Tel: 561-615-6262  
Fax: 561-615-6263  
LSilber@silberdavis.com  
ADavis@silberdavis.com  
dnigels@silberdavis.com

BY: /s/ Louis M. Silber  
LOUIS M. SILBER  
Fla. Bar No. 176031

*/s/ James K. Green*  
James K. Green, FL Bar No. 229466  
JAMES K. GREEN, P.A.  
Esperanté, Suite 1650  
222 Lakeview Ave.  
West Palm Beach, FL 33401  
Tel: 561-659-2029  
jkg@jameskgreenlaw.com

*/s/ Gary Dunkel*  
Gary Dunkel, FL Bar No. 350354  
FOX ROTHSCHILD LLP  
777 South Flagler Drive  
17th Floor West Tower  
West Palm Beach, FL 33401  
(561) 804-4444 - direct  
gdunkel@foxrothschild.com

*Counsel for Plaintiff*

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
vs. Palm Beach County, Florida, Case. No. 50-2019-CA008660XXXXMB  
Second Amended Class Action Complaint for Declaratory, Injunctive, and Monetary Relief*

***B. & B. Properties v Palm Beach County***  
**Case No: 502019CA008660XXXXMB AA**

**SERVICE LIST**

Rachel Fahey, Esquire  
Anaili M. Cure, Esquire  
Rachel A. Canfield, Esquire  
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aossilund@pbcgov.org  
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West Palm Beach, FL 33401  
hutchinsonp@gtlaw.com

*Counsel for Defendant*

*B. & B. Properties, Inc., a Florida corporation, and on behalf of all others similarly situated,  
vs. Palm Beach County, Florida, Case. No. 50-2019-CA008660XXXXMB  
Second Amended Class Action Complaint for Declaratory, Injunctive, and Monetary Relief*

Gary Brandenburg

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**From:** Gary Brandenburg  
**Sent:** Monday, February 11, 2019 1:24 PM  
**To:** Shannon Fox  
**Cc:** Glenn Meeder  
**Subject:** B. & B. Properties, Inc.  
**Attachments:** Ltr re B. & B. Properties, Inc..pdf

Shannon;

On a different matter, a client asked me to send the attached letter requesting information regarding the Interest and collection fees charged by the County.

Thank you,

Gary



**BRANDENBURG & ASSOCIATES, P.A.**

11891 U.S. Highway One, Suite 101  
North Palm Beach, Florida 33408  
(561) 799-1414  
www.BrandenburgPA.com

**Gary M. Brandenburg**

Gary@BrandenburgPA.com

ATTORNEY AT LAW

February 7, 2019

Shannon Fox, Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

Mr. Glenn Meeder, Coordinator  
Revenue Collection Section  
Office of Financial Management & Budget  
301 North Olive Avenue, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

Re: B. & B. Properties, Inc.  
PCN: 00-42-43-28-02-000-0020  
C-2005-03090002

Dear Shannon and Glenn:

I represent B. & B. Properties, Inc.

I have enclosed a Statement of Account, dated January 31, 2019, showing \$97,152.22 is due in order to remove the Code Enforcement Lien on the property. I have reviewed the Order of the Special Magistrate, the County Code, and Chapter 162, Florida Statutes. I have been unable to find any authority for the County to charge any interest, the rate to be charged, or any collection agency fees.

Please clarify the County's source of authority for the charge of interest, the rate of interest, and collection fees, as a prerequisite for release of the lien on this property.

Thank you for your assistance.

Very truly yours,

BRANDENBURG & ASSOCIATES, P.A.

By:

Gary M. Brandenburg, Esq.



**B&B000027**

**Palm Beach County  
Statement of Account  
for Code Enforcement Lien**

Debtor Name: B&B Properties  
 Lien #: ORB:21670 Page: 0840 On: 04/27/07  
 Case #: C-2005-03090002  
 Property Control #: 00-42-43-28-02-000-0020  
 Property Address: 6900 Dwight Road, West Palm Beach FL

	<u>Amount</u>
Principal Fine Amount (506 days x \$100):	\$50,600.00
Accrued Interest (06/30/06 - 11/18/07):	4,053.05
Accrued Interest (11/19/07 - 05/25/18):	63,247.80
Case Costs:	pd on 03/27/06 65.80
Recording Fees:	22,413.66
Collection Agency Fees:	65.80
Total Amount Due Thru 05/25/18	\$140,380.31
Less: Partial Payment Received from COC on 5/25/18 from tax deed sales proceeds on cross attached parcel.	(44,761.60)*
Balance Due As Of 5/25/18	\$95,618.71
plus additional interest (05/26/18 thru 01/31/19)	1,288.66
plus additional collection agency fees (05/26/18 thru 01/31/19)	244.85
<b>Balance Due as of 01/31/19</b>	<b>\$97,152.22</b>

**Note:** Accrued Interest fees are in accordance with chapter 55, Paragraph 55.03, Florida Statutes. The Interest Rate in effect in 2007, when the lien was entered, was 11% and is the rate that has been used in the above computation.

PC122807

NOV Date: 03/18/05  
 CESM Hearing Date: 03/01/06 (11.4 months)  
 Ordered Compliance: 06/29/06 (15.4 months)  
 AOC Date: 11/18/07 (32.1 months)  
 # of Fine Days: 506

**The Daily Per Diem after 01/31/19 is \$4.68**

Gary Brandenburg

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From: Shannon Fox <SXfox@pbcgov.org>  
Sent: Thursday, March 28, 2019 12:22 PM  
To: Gary Brandenburg  
Cc: Glenn Meeder  
Subject: RE: B. & B. Properties, Inc.

Gary,

I response to the three questions posed in your February 7, 2019, letter, Section 162.09, Fla. Stat., authorizes the County to impose interest, Section 55.03, Fla. Stat., establishes the amount imposed, and Section 938.35, Fla. Stat. authorizes the County to impose collections fees.

Section 162.09(3) clearly recognizes that the lien accrues interest.

**Section 163.09(3):**

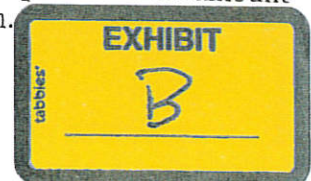
A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

Fla. Stat. § 162.09

Section 938.35, Fla. Stat, authorizes the County to include in the amount owed by your client collection fees in an amount up to 40% of the amount owed.

938.35:

Collection of court-related financial obligations.—The board of county commissioners or the governing body of a municipality may pursue the collection of any fees, service charges, fines, or costs to which it is entitled which remain unpaid for 90 days or more, or refer the account to a private attorney who is a member in good standing of The Florida Bar or collection agent who is registered and in good standing pursuant to chapter 559. In pursuing the collection of such unpaid financial obligations through a private attorney or collection agent, the board of county commissioners or the governing body of a municipality must determine this is cost-effective and follow applicable procurement practices. The collection fee, including any reasonable attorney's fee, paid to any attorney or collection agent retained by the board of county commissioners or the governing body of a municipality may be added to the balance owed, in an amount not to exceed 40 percent of the amount owed at the time the account is referred to the attorney or agents for collection.



Interest was calculated on your client's lien pursuant to Section 55.03, Fla. Stat. At the time this order was imposed, the statute provided that the interest rate was fixed at the time of the order rather than yearly as it is currently calculated.

As to your offer to pay the County \$5,904.20 to dispose of your client's lien, the County cannot accept that offer as we feel that interest has been properly imposed on this lien.

What basis does your client believe it has to file suit? I am not seeing any legal basis, but I am curious to hear what theory you are traveling under.

Shannon



NOTICE OF VIOLATION

PALM BEACH COUNTY BUILDING & ZONING DEPARTMENT  
100 AUSTRALIAN AVE, WEST PALM BEACH, FL. 33406  
TELEPHONE: (561)233-5500

TO: B & B PROPERTIES INC  
C/O S. L. BOATWRIGHT REG. AGT.

MARCH 18, 2005

ADDRESS: 16545 S.W. FARM RD  
INDIANTOWN, FL 34956-

PREMISES: 6900 DWIGHT RD  
PCN# : 000 42 43 28 02 000 0020

ZONING CLASSIFICATION: IL

COMPLAINT NUM: C0503090002

YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF THE ABOVE PREMISES  
DISCLOSED THAT YOU HAVE VIOLATED ONE OR MORE CODES OF PALM BEACH  
COUNTY, FLORIDA AS FOLLOWS:

\* \* \*

104.1.1

FLORIDA BUILDING CODE, AS AMENDED

AND PARTICULARLY

OPENLY KEEPING/STORING OF A MOBILE HOME/TRAILER(S) WITHOUT PROPER  
PERMITS IS PROHIBITED. CANOPY ERECTED WITHOUT REQUIRED PERMIT(S) IS  
PROHIBITED.

REQUIREMENTS FOR CORRECTION

OBTAIN PROPER PERMITS OR REMOVE MOBILE HOME/TRAILER(S). OBTAIN  
REQUIRED CANOPY PERMIT OR REMOVE.

COMPLIANCE DEADLINE: APRIL 18, 2005.

THE REQUIREMENTS FOR CORRECTION MUST BE MET NO LATER THAN  
APRIL 18, 2005. IF THE VIOLATION IS CORRECTED AND THEN  
RECURS OR IF THE VIOLATION IS NOT CORRECTED BY THE TIME  
SPECIFIED FOR CORRECTION IN THIS NOTICE, THE CASE MAY BE PRESEN-  
TED TO THE SPECIAL MASTER FOR HEARING EVEN IF THE VIOLATION  
HAS BEEN CORRECTED PRIOR TO THE HEARING. IF YOU ARE FOUND  
TO BE IN VIOLATION BY ORDER OF THE SPECIAL MASTER, THERE MAY BE  
IMPOSED AGAINST YOU A FINE UP TO \$1000.00 DOLLARS PER DAY FOR  
EACH DAY THE VIOLATION CONTINUES PAST THE COMPLIANCE DATE SET  
BY THE SPECIAL MASTER.



FURTHERMORE, THE COUNTY SHALL BE ENTITLED TO RECOVER FROM YOU

B&B000031

ALL COSTS IT INCURS IN SUCCESSFULLY PROSECUTING THIS CASE BEFORE THE SPECIAL MASTER.

SHOULD YOU HAVE ANY SPECIFIC QUESTIONS REGARDING THIS VIOLATION NOTICE, PLEASE CONTACT THE CODE ENFORCEMENT OFFICER BETWEEN 8:00 AND 9:30 A.M.

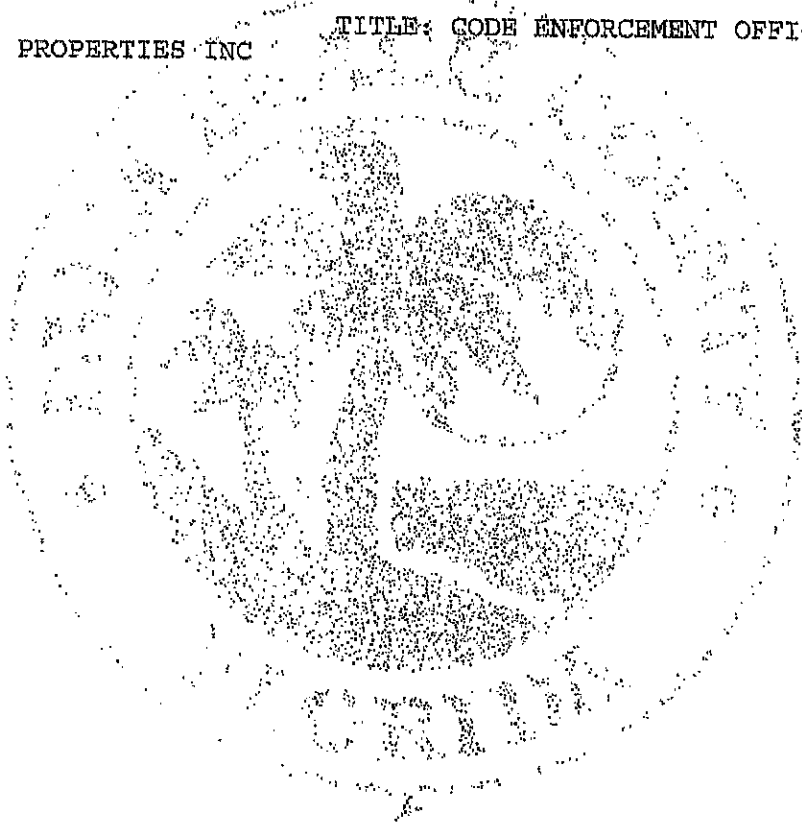
NOTE: IT IS YOUR RESPONSIBILITY TO CONTACT THIS OFFICE WHEN COMPLIANCE HAS BEEN ACHIEVED.

PALM BEACH COUNTY  
BUILDING & ZONING DEPARTMENT  
CODE ENFORCEMENT DIVISION

BY: PATRICK COVAULT  
TGC 233-5511

C/C: B & B PROPERTIES INC

TITLE: CODE ENFORCEMENT OFFICER



ORDER  
CODE ENFORCEMENT SPECIAL MASTER

TO: B & B Properties Inc.  
C/o S. L. Boatwright, Reg. Agent  
16545 S. W. Farm Road  
Indiantown, FL 34956

C#0503090002

RE: Violation of Section 104.1.1 of the Florida Building Code, as amended. Canopy erected without required permit(s) is prohibited.

CEO: Patrick Covault

THIS CAUSE came for public hearing before the Codes Enforcement Special Master on March 1, 2006, and the Special Master having heard testimony under oath, from Mr. Boatwright, received evidence and heard argument, enters the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. Respondent, B & B Properties, Inc., c/o S. L. Boatwright, Reg. Agent, whose mailing address is 16545 S. W. Farm Road, Indiantown, FL 34956, is the owner(s) or person(s) in charge of the property located at 6900 Dwight Road, West Palm Beach (00-42-43-28-02-000-0020).
2. Respondent(s) received notice of the code violations cited above and was given reasonable time to correct said violations. Respondent(s) failed to correct said violations within the allotted time.
3. At the time of hearing, the violations cited above continued to exist.
4. Palm Beach County incurred costs in the amount of \$140.87 in successfully prosecuting this case.

CONCLUSIONS OF LAW

1. Respondent, by reason of the foregoing is in violation of the Codes as cited above, and is therefore subject to the provisions of Article 10 of the Palm Beach County Unified Land Development Code, under the authority of Chapter 162 of Florida Statutes, as may be amended.
2. Palm Beach County is entitled to recover all costs incurred in successfully prosecuting this action.

B&B000033



ORDER

Respondent(s) is (are) to correct the violations cited above on or before June 29, 2006 (120 days). In the event the violations cited above are not corrected on or before the compliance date, then and in that event there shall be a fine imposed against Respondent(s) in the amount of \$100.00 for each day the violations continue to exist after the compliance date. If a repeat violation has been committed, then and in that event there shall be fine imposed against Respondent(s) in the amount of n/a for each day the repeat violations continues; beginning with the date the repeat violation is found to have occurred by the code inspector. If a finding of violation or repeat violation has been made as provided in Section 162.09, Florida Statutes, a hearing shall not be necessary for issuance of the Order imposing such a fine.

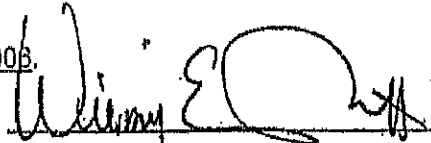
Failure to comply on or before the compliance date may result in a lien being placed against the above described property, and upon any other real or personal property owned by the respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes may be amended and Article 10, Palm Beach County Unified Land Development Code. After three months from the filing of the lien, the County is authorized to pursue any other collection actions the County deems appropriate.

**THE BURDEN SHALL REST UPON RESPONDENT(S) TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE VIOLATION OR REPEAT VIOLATION HAS BEEN BROUGHT INTO COMPLIANCE.**

In addition to the daily fine set forth above, you are hereby ordered, pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended, to pay costs to the County in the amount of \$140.87. This amount is due and owing as of the date of this Order.

A certified copy of this Order may be recorded in the public records of Palm Beach County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended.

DONE and ORDERED this 1 day of March 2006.



William Pruitt, Special Master

ATTEST: Janet B. Macapayag  
Secretary

I hereby certify that a true and correct copy of the foregoing order has been furnished to B & B Properties, Inc., c/o S. L. Boatwright, Reg. Agent, by U.S. Mail this 8th day of March, 2006.

Janet B. Macapayag  
Secretary

Cc: B. & B. Properties Inc.  
P. O. Box 698  
Indiantown, FL 34956



CFN 20070204257  
OR BK 21670 PG 0840  
RECORDED 04/27/2007 09:06:05  
Palm Beach County, Florida  
Sharon R. Beck, CLERK & COMPTROLLER  
Pgs 0840 - 843; (4pgs)

Palm Beach County  
Planning, Zoning & Building  
Code Enforcement Liens  
2300 North Jog Road  
West Palm Beach, FL 33411-2741  
Acct. # 1019

104  
WC

CODE ENFORCEMENT SPECIAL MASTER  
OF PALM BEACH COUNTY

CASE NO. C0503090002

TO: B & B Properties, Inc.  
c/o S. L. Boatwright, Reg. Agent  
7984 SW 13<sup>th</sup> St.  
Okeechobee, FL 34974

CEO: Patrick Covault

ORDER IMPOSING FINE/LIEN

THIS CAUSE came for public hearing before the Code Enforcement Special Master/Code Enforcement Board on March 1, 2006, after due notice, at which time the Code Enforcement Special Master or Code Enforcement Board heard testimony under oath, received evidence, and issued its Findings of Fact, Conclusions of Law and Order, which was reduced to writing and furnished to B & B Properties, Inc., c/o S. L. Boatwright, Reg. Agent. A copy of said Order is attached hereto.

Said Order required the respondent(s) to take certain corrective action by a specified date, as more specifically set forth in that Order dated March 1, 2006.

An Affidavit of Non-Compliance dated August 21, 2006 has been filed by the code inspector, which Affidavit certifies under oath that the required corrective action was not taken by the specified date as ordered.

Accordingly, it having been brought to the Code Enforcement Special Master's attention that the respondents failed to comply by the date specified in said Order, it is hereby

ORDERED that B & B Properties, Inc., c/o S. L. Boatwright, Reg. Agent pay to Palm Beach County a fine in the amount of \$100.00 per day for every day in violation past June 29, 2006 which is the compliance date set by said Order, for the property at 6900 Dwight Road, West Palm Beach, property control number is 00-42-43-28-02-000-0020. This amount shall accrue interest at the rate allowed by law.

A certified copy of this Order may be recorded in the public records of Palm Beach County, Florida, and shall thereafter constitute a lien against the above-described property, and upon any other real or personal property owned by the respondents pursuant to Sections 162.08 and 162.09, Florida Statutes, as may be amended and Article 10, Palm Beach County Unified Land Development Code. After three months from the filing of the lien, the County is authorized to foreclose the lien or pursue any other collection actions the County deems appropriate.

PAGE 1 OF 4

104  
WC



B&B000035

THIS IS A TRUE AND CORRECT COPY

Page 2

DONE AND ORDERED this 7th day of March, 2007, at West Palm Beach, Palm Beach County, Florida.

PALM BEACH COUNTY CODE ENFORCEMENT

By: [Signature]
Code Enforcement Special Master
Attest: Janet B. Macapagal
Secretary

PAGE 2 OF 4

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney

I hereby certify that a true and correct copy of the foregoing Order has been furnished to B & B Properties Inc., c/o S. L. Boatwright, Reg. Agent, by U.S. Mail this 14 day of March, 2007.

[Signature]
Secretary

NOTE: If this lien is not satisfied within ninety (90) days of the date the lien is recorded, it will be referred to the Office of Financial Management for referral to a collection agency. No modification requests will be accepted and you will be responsible for any collection fees incurred by the County.

Cc: B & B Properties Inc.
8900 Dwight Road
Royal Palm Beach, FL 33411-2802

B & B Underground Contractors, Inc.
c/o Richard T. Davis, Reg. Agent
One Clearlake Centre, Suite 1601
250 Australian Avenue South
West Palm Beach, FL 33401-5016

B & B Underground Contractors, Inc.
c/o Richard T. Davis, Reg. Agent
250 Australian Avenue South
West Palm Beach, FL 33401-5016

Remailed 4/20/07
[Signature]

Under 6063 (2002)

I HEREBY CERTIFY THAT I AM SECRETARY TO THE CODES ENFORCEMENT SPECIAL MASTER AND FURTHER THAT THIS IS A TRUE AND CORRECT COPY OF THE CODES ENFORCEMENT SPECIAL MASTER ORDER AND/OR LIEN

[Signature]
to B & B Properties, Inc.
c/o S. L. Boatwright, Reg. Agent
SECRETARY
CODE ENFORCEMENT

FILED  
MAR 1 2008  
PALM BEACH COUNTY

ORDER  
CODE ENFORCEMENT SPECIAL MASTER

TO: B & B Properties Inc.  
c/o S. L. Boatwright, Reg. Agent  
16545 S. W. Farm Road  
Indiantown, FL 34956

C#0503090002

RE: Violation of Section 104.1.1 of the Florida Building Code, as amended, Canopy  
erected without required permit(s) is prohibited.

CEO: Patrick Covault

PAGE 3 OF 4

THIS CAUSE came for public hearing before the Codes Enforcement Special Master on  
March 1, 2008, and the Special Master having heard testimony under oath, from, received  
evidence and heard argument, enters the following Findings of Fact, Conclusions of Law  
and Order:

FINDINGS OF FACT

1. Respondent, B & B Properties, Inc., w/o S. L. Boatwright, Reg. Agent, whose mailing address is 16545 S. W. Farm Road, Indiantown, FL 34956, is the owner(s) or person(s) in charge of the property located at 6900 Twilight Road, West Palm Beach (00-42-43-26-02-000-0020).
2. Respondent(s) received notice of the code violations cited above and was given reasonable time to correct said violations. Respondent(s) failed to correct said violations within the allotted time.
3. At the time of hearing, the violations cited above continued to exist.
4. Palm Beach County incurred costs in the amount of \$140.87 in successfully prosecuting this case.

CONCLUSIONS OF LAW

1. Respondent, by reason of the foregoing is in violation of the Codes as cited above, and is therefore subject to the provisions of Article 10 of the Palm Beach County Unified Land Development Code, under the authority of Chapter 162 of Florida Statutes, as may be amended.
2. Palm Beach County is entitled to recover all costs incurred in successfully prosecuting this action.

ORDER

Respondent(s) is (are) to correct the violations cited above on or before June 29, 2008 (120 days). In the event the violations cited above are not corrected on or before the compliance date, then and in that event there shall be a fine imposed against Respondent(s) in the amount of \$100.00 for each day the violations continue to exist after the compliance date. If a repeat violation has been committed, then and in that event there shall be a fine imposed against Respondent(s) in the amount of n/a for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. If a finding of violation or repeat violation has been made as provided in Section 162.09, Florida Statutes, a hearing shall not be necessary for issuance of the Order imposing such a fine.

Failure to comply on or before the compliance date may result in a lien being placed against the above described property, and upon any other real or personal property owned by the respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes may be amended and Article 10, Palm Beach County Unified Land Development Code. After three months from the filing of the lien, the County is authorized to pursue any other collection actions the County deems appropriate.

THE BURDEN SHALL REST UPON RESPONDENT(S) TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE VIOLATION OR REPEAT VIOLATION HAS BEEN BROUGHT INTO COMPLIANCE.

In addition to the daily fine set forth above, you are hereby ordered, pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended, to pay costs to the County in the amount of \$140.87. This amount is due and owing as of the date of this Order.

A certified copy of this Order may be recorded in the public records of Palm Beach County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended.

DONE and ORDERED this 1 day of March 2008.

*William Pruitt*  
William Pruitt, Special Master

ATTEST: *Javit B. Macapayag*  
Secretary

I hereby certify that a true and correct copy of the foregoing order has been furnished to B & B Properties, Inc., c/o S. L. Boatwright, Reg. Agent, by U.S. Mail this 01st day of March, 2008.

*Javit B. Macapayag*  
Secretary

CC: B & B Properties Inc.  
P. O. Box 888  
Indiantown, FL 34957

B & B Properties, Inc.  
6900 Dwight Road  
Royal Palm Beach, FL 33411-2502

Indiantown, FL 34957 I HEREBY CERTIFY THAT I AM SECRETARY TO THE CODES ENFORCEMENT SPECIAL MASTER AND FURTHER THAT THIS IS A TRUE AND CORRECT COPY OF THE CODES ENFORCEMENT SPECIAL MASTER ORDER AND/OR LIEN

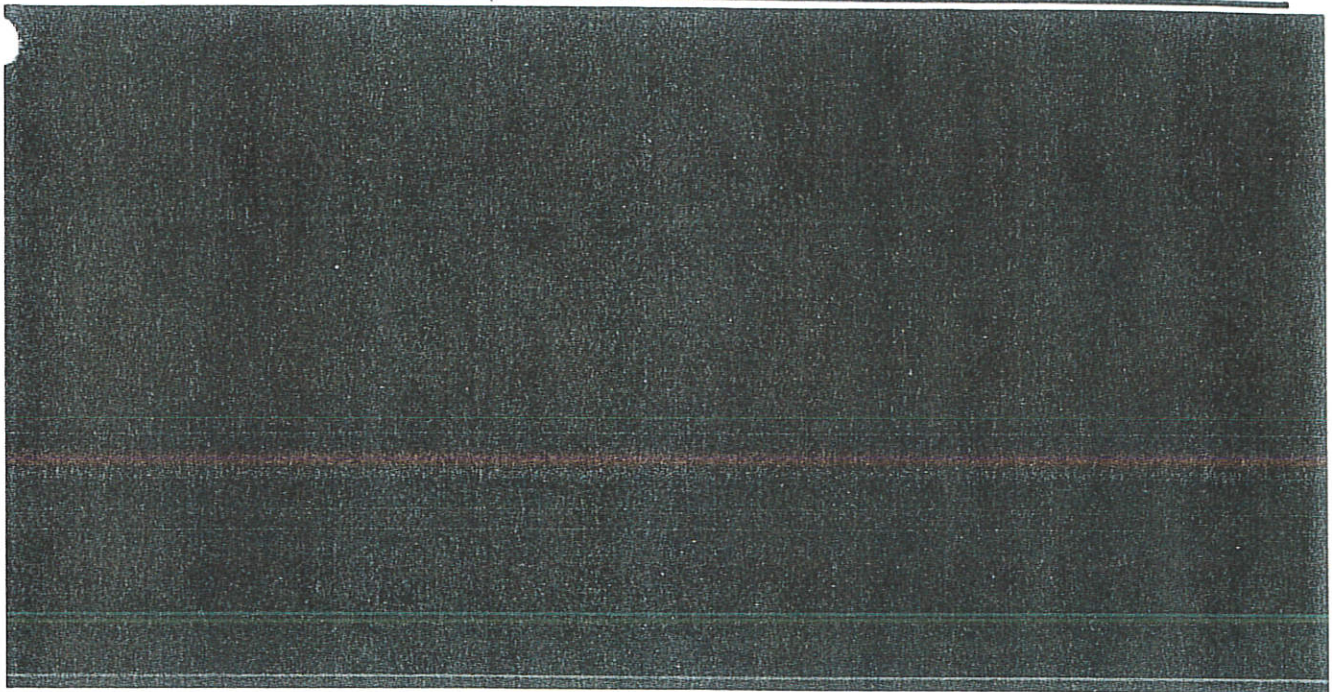
Richard T. ...  
One Clearlake Centre Suite 1501  
200 Australian Ave., South  
West Palm Beach, FL 33407-5016

*Javit B. Macapayag*  
SECRETARY  
CODES ENFORCEMENT

PAGE 4 OF 4



Gary Brandenburg



From: Glenn Meeder <GMeeder@pbcgov.org>  
Sent: Friday, July 13, 2018 12:03 PM  
To: Ellie Halperin <ellie@halperin-law.com>  
Subject: RE: C0503090002

Hi Ellie,

When we last spoke, I told you that I would work on gathering some information regarding your client's case and suggested that you go to code enforcement to review their case file as well. My office has been inundated with requests, so we have been running about three to four weeks behind in being able to review cases and get information out to the requestors.

After pulling some of your client's case documents, I found that your client already received a huge break in that the CESM Order only referenced the canopy and not the two (2) mobile homes that were a part of the cited violations and NOV. In 2015, when your client's reps went into code enforcement to go over case, one of the senior code officers, Bobbi Boynton, reviewed various documents that were brought in and



pictures of the property and determined that the canopy had been removed in 2007 and that the two (2) mobile homes, which were still there in 2015 and part NOV , for some unknown reason were not contained in the Order and so she used 11/18/2007 for the compliance date in the AOC for the canopy removal date. The daily fine amount and lien amount would have been substantially greater had the two (2) mobile homes been included ( and which they should have ) in the Order. That was a huge break for your client.

There were no service issues and I have included, in the attached PDF, copies of the code case notes in which I highlighted some very key information . I have also included a copy the collections agency's case notes and contacts that they made with your client back in 2008 , so your client . along with the lien documents that were sent them and their registered agent at the time, would have received subsequent notice of the lien and outstanding amount due years ago and did nothing.

The amount on the attached statement stands and is based on the CESM's Order Imposing fines /lien and the provision for interest in said Order is clearly delineated. It is the property owner that controls how high their lien gets and is responsible to address in a timely matter to avoid a large lien amount.

If you still believe that a meeting is necessary, we may be able to meet at code enforcement next Thursday morning at 10:30 as we will already be out there for another meeting . Let me know.

If you should have any questions, please let me know.

Glenn Meeder

Collections Coordinator

Palm Beach County

Office of Financial Management & Budget

301 North Olive Avenue

**Palm Beach County  
Statement of Account  
for Code Enforcement Lien**

**Debtor Name:** B&B Properties  
**Lien #:** ORB:21670 Page: 0840 On: 04/27/07  
**Case #:** C-2005-03090002  
**Property Control #:** 00-42-43-28-02-000-0020  
**Property Address:** 6900 Dwight Road, West Palm Beach FL

	<u>Amount</u>
Principal Fine Amount (506 days x \$100):	\$50,600.00
Accrued Interest (06/30/06 - 11/18/07):	4,053.05
Accrued Interest (11/19/07 - 05/25/18):	63,247.80
Case Costs:	pd on 03/27/06
Recording Fees:	65.80
Collection Agency Fees:	22,413.66
<b>Total Amount Due Thru 05/25/18</b>	<b>\$140,380.31</b>
Less: Partial Payment Received from COC on 5/25/18 from tax deed sales proceeds on cross attached parcel.	(44,761.60)
<b>Balance Due As Of 5/25/18</b>	<b>\$95,618.71</b>
plus additional interest (05/26/18 thru 07/13/18)	247.42
plus additional collection agency fees (05/26/18 thru 07/13/18)	47.01
<b>Balance Due as of 07/13/18</b>	<b>\$95,913.14</b>

**Note:** Accrued Interest fees are in accordance with chapter 55, Paragraph 55.03, Florida Statutes. The Interest Rate in effect in 2007, when the lien was entered, was 11% and is the rate that has been used in the above computation.

PC122807

**NOV Date:** 03/18/05  
**CESM Hearing Date:** 03/01/06 (11.4 months)  
**Ordered Compliance:** 06/29/06 (15.4 months)  
**AOC Date:** 11/18/07 (32.1 months)  
**# of Fine Days:** 506

**The Daily Per Diem after 07/13/18 is \$4.68**

**B&B000205**

1/17/2019

AT&T Yahoo Mail - B & B Properties Code Lien - Case Number C-2005-03090002 - 6900 Dwight Road

B & B Properties Code Lien - Case Number C-2005-03090002 - 6900 Dwight Road

From: Glenn Meeder (GMeeder@pbcgov.org)

To: bandbproperties@att.net

Date: Wednesday, January 16, 2019, 10:51 AM EST--

Good Morning Ms. Chappell,

Pursuant to your request, I have attached a copy of the code enforcement lien payoff statement together with copies of the pertinent code lien documents for the subject case. Said statement has been computed up through 1/31/19 with the daily per diem thereafter noted on the bottom of the statement.

Payment should be made payable to : PALM BEACH COUNTY BOCC and remitted to my attention following address:

PALM BEACH COUNTY  
C/O OFMB  
301 N. OLIVE AVE., 7TH FLOOR  
WEST PALM BEACH, FL. 33401

Once full payment has been received by the County, we will prepare and have the applicable release of lien executed and recorded thereby removing the code lien from the subject property and all other real and personal property under their ownership.

If you should have any questions, please let me know.

Glenn Meeder  
Collections Coordinator



B&B000130

1/17/2019

AT&T Yahoo - B & B Properties Code Lien - Case Number C-2019-03090002 - 6900 Dwight Road

Palm Beach County

Office of Financial Management & Budget

301 North Olive Avenue

West Palm Beach, FL 33401, 7th Floor

Office (561) 355-4010 Fax (561) 656-7143

[gmeeder@pbccgov.org](mailto:gmeeder@pbccgov.org)

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



DOC011619.pdf  
1.5MB

B&B000131



**Palm Beach County  
Statement of Account  
for Code Enforcement Lien**

Debtor Name: B&B Properties  
 Lien #: ORB:21670 Page: 0840 On: 04/27/07  
 Case #: C-2005-03090002  
 Property Control #: 00-42-43-28-02-000-0020  
 Property Address: 6900 Dwight Road, West Palm Beach FL

	<u>Amount</u>
Principal Fine Amount (506 days x \$100):	\$50,600.00
Accrued Interest (06/30/06 - 11/18/07):	4,053.05
Accrued Interest (11/19/07 - 05/25/18):	63,247.80
Case Costs:	pd on 03/27/06
Recording Fees:	65.80
Collection Agency Fees:	(22,413.66) <sup>7</sup>
Total Amount Due Thru 05/25/18	\$140,380.31
Less: Partial Payment Received from COC on 5/25/18 from tax deed sales proceeds on cross attached parcel.	(44,761.60) *
Balance Due As Of 5/25/18	\$95,618.71
plus additional interest (05/26/18 thru 01/31/19)	1,288.66
plus additional collection agency fees (05/26/18 thru 01/31/19)	244.85
<b>Balance Due as of 01/31/19</b>	<b>\$97,152.22</b>

Note: Accrued Interest fees are in accordance with chapter 55, Paragraph 55.03, Florida Statutes. The Interest Rate in effect in 2007, when the lien was entered, was 11% and is the rate that has been used in the above computation.

PCI22807

NOV Date: 03/18/05  
 CESM Hearing Date: 03/01/06 (11.4 months)  
 Ordered Compliance: 06/29/06 (15.4 months)  
 AOC Date: 11/18/07 (32.1 months)  
 # of Fine Days: 506



The Daily Per Diem after 01/31/19 is \$4.68