

IN THE SUPREME COURT OF FLORIDA

TAMERLANE TIMUR BEY, II,

Petitioner,

v.

CASE NO.
LT CASE NO. 2020-CC-009382-O

VO THI NGUYET,

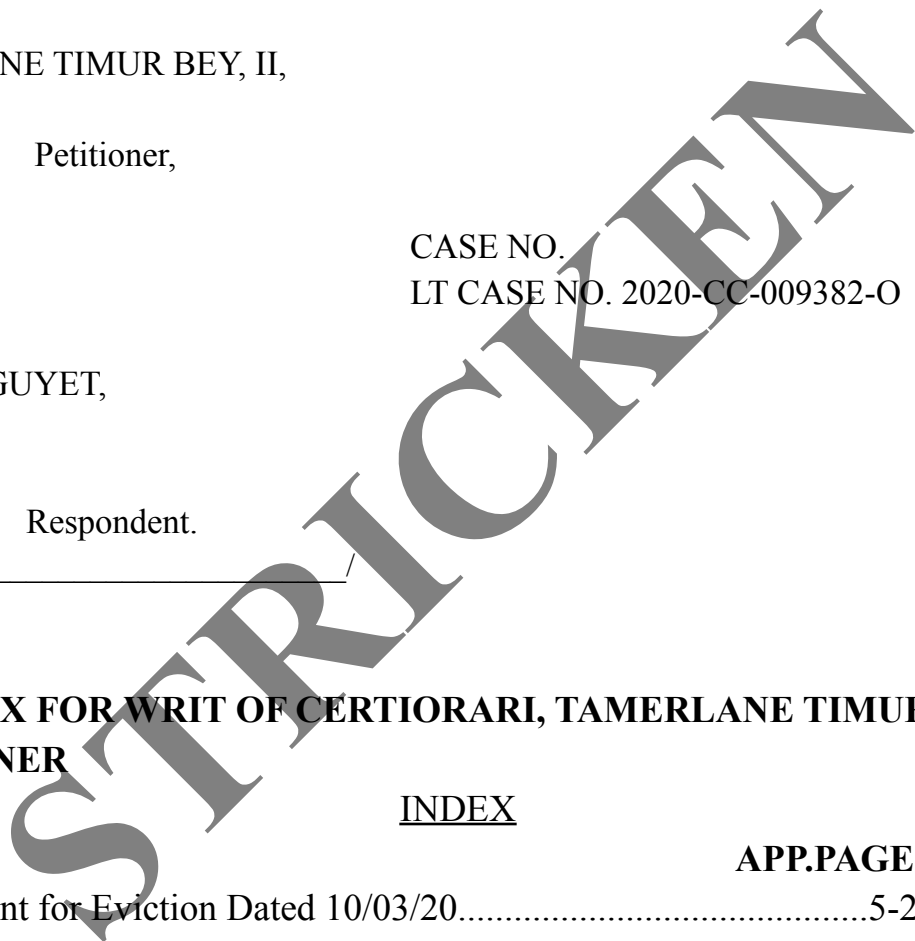
Respondent.

**APPENDIX FOR WRIT OF CERTIORARI, TAMERLANE TIMUR BEY II,
PETITIONER**

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RECEIVED, 06/18/2021 06:34:31 AM, Clerk, Supreme Court



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STRICKLEN

TAB
1

STRICKEN

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

7:18 pm
10-15-20
E.S. 458

EVICTIION SUMMONS- RESIDENTIAL

If you deposit rent into the registry of the court, you must pay by Cash, Money Order or Cashier's Check made payable to Clerk of Court. There is a fee to deposit, 3% for the first \$500.00 and 1.5% thereafter.

CASE NO. 2020-CC-009382-0

THI NGUYET VO,
Plaintiff.

vs.
UNKNOWN OCCUPANTS
Defendants.

TO: UNKNOWN OCCUPANTS
3708 Shawn Circle
Orlando, FL 32826

PLEASE READ CAREFULLY

You are being sued by **THI NGUYET VO**, to make you move out of the place you are living for the reasons given in the attached complaint. You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** things listed below. You must do them within 5 days (not including Saturday, Sunday, or any legal holiday observed by the clerk of the court) after the date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

- (1) Write down the reason(s) why you should not be forced to move. The written reason(s) must be given to the court clerk at:

Clerk of the Court, Civil Division
425 N. Orange Avenue, Room 310
Orlando, Florida 32801

- (2) Mail or take a copy of your written reason(s) to:

Jennifer Beaman Clark, Esq.
Marvin L. Beaman, Jr., Esq.
Marvin L. Beaman, Jr., P.A.
605 N. Wymore Road
Winter Park, FL 32789-2893
(407) 628-4200

(3) Give the court clerk the rent that is due as set forth in the landlord's complaint or as determined by the Court. **YOU MUST PAY THE CLERK THE RENT EACH TIME IT BECOMES DUE UNTIL THE LAWSUIT IS OVER.** Whether you win or lose the lawsuit, the judge may pay this rent to the landlord.

(4) If you and the landlord do not agree on the amount of rent owed, give the court clerk the money you say you owe. Then before the trial you must ask the judge to set a hearing to decide what amount should be given to the court clerk.

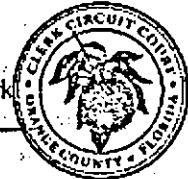
IF YOU DO NOT THESE THINGS WITHIN FIVE (5) WORKING DAYS, YOU MAY BE EVICTED WITHOUT HEARING FURTHER NOTICE

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

You are commanded to serve this Summons and a copy of the Complaint in the lawsuit to the above-named Defendant(s).

Civil Division
425 N. Orange Avenue
Room 350
Orlando, Florida 32801

TIFFANY MOORE RUSSELL
Clerk of the Court
Maytee Moxley, Deputy Clerk
By: 2020-10-06 11:20:12
Deputy Clerk



IMPORTANT: SPANISH AND FRENCH VERSIONS
AND AMERICANS WITH DISABILITIES INFORMATION
IS PROVIDED IN THIS SUMMONS
IMPORTANT

Usted ha sido demandado legalmente. 5 días, contados a Partir del recibo de esta notificación, para contestar la demanda adjunto, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá; si usted desea que al tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 5 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce Tribunal. Un simple coup de téléphone est insuffisant pour vous protéger; vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et nom des parties nommées ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai

requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur de Tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie au carbone ou une photocopie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

NOTICE TO PERSONS WITH DISABILITIES:

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration at 425 North Orange Avenue, Orlando, Florida 32801, telephone (407) 836-2303 within 2 working days of your receipt of summons; If you are hearing or voice impaired, call (TDD) 1-800-955-8771.

Evict 2020

5 day summons ORANGE, Vo. 20-257

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO. 2020 - CC - 009382-0

VO THI NGUYET,
Plaintiff

vs.
TAMBERLANE TIMUR BEY II and
UNKNOWN OCCUPANTS,
Defendants.

COMPLAINT FOR EVICTION

Plaintiff, VO THI NGUYET, sues Defendants, TAMBERLANE TIMUR BEY II and UNKNOWN OCCUPANTS, and alleges:

1. This is an action to evict a Tenant from real property in Orange County, Florida.
2. Plaintiff owns the following described real property in Orange County:
3708 Shawn Circle, Orlando, FL 32826.
3. The JANDER GROUP, INC, a Florida corporation, located at 1440 Howell Branch Road, Winter Park, FL 32789, at all times material hereto, was operating as the agent for the Plaintiff.
4. Defendants have possession of the property located at 3708 Shawn Circle, Orlando, FL 32826 pursuant to a Lease Agreement to pay rent of \$1,750.00 monthly between the Plaintiff and the Defendant, TAMBERLANE TIMUR BEY II, attached hereto as Exhibit "1" ("Lease")
5. Plaintiff served Defendant, TAMBERLANE TIMUR BEY II, by hand delivery with a 30 Day Notice of Termination on September 1, 2020 stating that a new management company had been hired and a new Lease Agreement would need to be signed or the Lease was terminated effective thirty days after service of the Notice. A copy of the Notice delivered to the Defendant, TAMBERLANE TIMUR BEY II, is attached hereto as Exhibit "2".
6. Plaintiff served Defendant, TAMBERLANE TIMUR BEY II, by hand delivery with a Notice of Violation on September 10, 2020 stating that Defendant was in violation of the Lease by

allowing an unauthorized occupant (s) upon the premises and entering into a sublease. Demand was made for remedy of the noncompliance within seven days. A copy of the Notice delivered to the Defendant, TIMBERLANE TIMUR BEY II, is attached hereto as Exhibit "3".

7. Defendants have failed to remedy the violations and have failed to vacate the leased premises on September 30, 2020 and continue to occupy the property without the permission of the Plaintiff. The Defendants have failed to vacate despite continued demand by the Plaintiff that the property be vacated.

8. All conditions precedent to this cause of action have been performed or have occurred. Plaintiff is entitled to possession of the premises from TIMBERLANE TIMUR BEY II and UNKNOWN OCCUPANTS.

9. Plaintiff has retained the services of Jennifer Beaman Clark, Esq. and Marvin L. Beaman, Jr., Esq. of Marvin L. Beaman, Jr., P.A., to prosecute this cause on Plaintiff's behalf and have agreed to pay said attorney a reasonable fee for its services.

WHEREFORE, Plaintiff demands judgment for possession of the property against Defendants, TIMBERLANE TIMUR BEY II and UNKNOWN OCCUPANTS.

/s/ JENNIFER BEAMAN CLARK, ESQ.
JENNIFER BEAMAN CLARK, ESQ.
Fla. Bar No. 98912
MARVIN L. BEAMAN, JR., ESQ.
Fla. Bar No. 122321
MARVIN L. BEAMAN, JR., P.A.
605 N. Wymore Road
Winter Park, FL 32789-2893
407/628-4200 Telephone
407/740-8402 Facsimile
jennbclark@gmail.com Email

EXHIBIT 1

LEASE

STRICKEN

3708

LEASE AGREEMENT

THIS INDENTURE, made and entered into this July 26th, 2020 by and between THI NGUYET VO hereinafter referred to as **LESSOR** and

Name	Social Number	Date of Birth
TAMERLANE TIMUR BEY II	108 76 1353	04/02/1989

hereinafter referred to as **LESSEE**.

DESCRIPTION: WHEREFORE, for and in consideration of the mutual covenants herein, the parties hereto agree as follows: The **LESSOR** and/or Owner hereby leases to the **LESSEE** the following described premises:

at 3708 SHAWN CIR, ORLANDO FL 32826

TERM: The initial term of the Agreement shall begin, August 01, 2020 and end on 12 AM July 31, 2021

At and for the agreed gross rental in the amount of:

RENT: \$ 7000.00 Payable as follows:

\$ 1750.00	Deposit
\$ 1750.00	Move in August 01, 2020
\$ 1750.00	Sept 01, 2020 rent
\$ 1750.00	Last Month rent

And \$ 1750.00 due on or before the first day of each (month); thereafter for \$ 1750.00 due on or before the 5th day of each calendar month for the duration of the lease. That is One-year contract with option to renew at the same condition.

LATE PAYMENTS AND RETURNED CHECKS: Time is of the essence of this agreement and if not paid by the 4TH day of each calendar month, **LESSEE** agrees to pay 10% of the monthly rent for day four and \$47.00 (Forty seven) Dollars each day after the 4 day that payment is late. If check is dishonored for any reason rent will be considered late and subject to a returned check fee of \$ 50.00 (Fifty) in addition to all late fees. All future rent and charges shall be paid in the form of cashier's check, cash or money order. And send to

THI NGUYET VO
 7406 Chelsea Harbour Dr.
 ORLANDO FL 32829
 Direct deposit to: TD BANK 4319271419 Rd # 067014822

QUIET ENJOYMENT: The **LESSOR** and/or Owner covenants with the **LESSEE** that the **LESSEE** paying rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this agreement without let, hindrance,

1811

TNV

eviction, molestation, or interruption whatever, except as provided below, and said LESSEE covenants with the LESSOR.

LESSEE AGREES:

- A. **CONDITION OF THE PREMISES:** Taking possession of the premises by LESSEE shall be inclusive evidence that the premises are suited for the use intended and that equipment and fixtures were in good order, condition and repair. LESSEE agrees that no representation as to such order, condition, and repair has been made and no promise made to decorate, alter or improve the premises unless otherwise specified in writing.
 - B. To pay said rent when due pursuant to the term of this lease agreement.
 - C. To comply with all obligations imposed upon LESSEE by applicable provisions of building, housing and health codes.
 - D. To keep that part of the premises which who occupies and uses clean and sanitary
 - E. To remove from this dwelling unit all garbage in a clean and sanitary manner.
- To not destroy, deface damage, impair or remove any part of the premises or property therein belonging to the LESSOR nor permit any person to do so.
- F. To conduct himself, and require other person on the premises to conduct themselves in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace.
 - G. To pay all water, electric, gas sanitation fee, sewage charge, and telephone charges, which may be assessed upon the demised premises during the term hereof, except as otherwise agreed herein.
 - H. To not assign this Lease Agreement or sublet the said premises or any part thereof without the previous written consent of the LESSOR.
 - I. To permit LESSOR or his agent to enter the demised premises from time to time in order to inspect the premises, make necessary or agreed repairs, decorations, alternations, or improvements, supply agreed services, exhibit the demised premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors, or in the event of an emergency.
 - J. At the termination of said tenancy to quietly yield up said premises and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.
 - K. In the event the LESSEE uses a floatation bedding system in the demised premises, provided that the floatation bedding system is not vocative of applicable building codes, LESSOR will require LESSEE to carry in the Lessee's name floatation insurance as is standard in the industry in an amount deemed reasonable to protect the LESSEE and Owner against personal injury and property damage to the premises. In any case, the policy shall carry a loss payable clause to the owner of the premises.
 - L. Lessee agrees that lessor and/or Owner shall not be liable for injury or damage on or about the premises except where such is due to Lessor's negligence.

Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the personal contents of the LESSEE on the premises.

M. LESSEE releases LESSOR and / or Owner from any liability for and agrees to indemnify. LESSOR and / or Owner against all losses incurred by LESSOR as a result of, (a) LESSEE's failure to comply with this agreement; (b) any damage or injury happening in or about the premises to LESSEE's invitees or licenses or such person's property not caused by LESSOR; (c) damage or loss in or about premises caused by LESSEE'S family or invitees; (d) LESSEE'S failure to comply with any requirements imposed by any governmental authority.

N. The LESSOR may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such term and conditions as the LESSOR may desire.

O. It is hereby agreed between the parties hereto that the above premises shall be used and occupied by LESSEE consisting

Of 1 adults, 0 children 0 dogs and 0 cats

As a private residence and for no other purpose. Exceptions will be made only upon written approval of the

P. In the event any rents shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned or vacated, then it shall be lawful for said. LESSOR or his agent to re-enter and repossess said premises, removing all occupants, and re-entry as afore said, this lease shall terminate. In the event of re-entry by the LESSOR or default by the LESSEE, LESSEE shall be liable to the LESSOR for all damages incurred, including but not limited to reasonable attorney's fees, court costs, and other costs incurred by the LESSOR

Q. It is hereby agreed that all expenses in connection with upkeep of the grounds, including water, of hedges and trees will be paid for by the LESSEE, except as herein noted.

R. LESSEE agrees to cover cost of all minor repairs; e.g. light bulbs, replacement of air conditioning filters, unnecessary service calls, and broken appointments with vendors.

S. The LESSEE covenants that his occupancy of the said premises beyond the term of this Lease shall be not deemed as a renewal of this Lease, but that the acceptance by the LESSOR of rent accruing after the expiration of this Lease shall be considered as a renewal of this Lease for one month only

T. Rodent and pest control in or about the premises is the responsibility of the LESSEE, except as herein noted.

U. The LESSOR requires that the LESSEE to provide Renter Insurance to cover any damages to the property or personal possessions during the term of the contract.

No pets will be permitted without written consent of the LESSOR.

No Smoking inside the property.
Washer and Dryer is complementary but not respond by the LESSOR

1. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

2. Default.

If lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default will be given in the manner required by law. Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent. Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

3. Termination.

This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing

4. Attorney's Fees.

The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any convenient herein. Contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein. Or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees:

5. Radon Gas Disclosure.

As required by law, (Landlord) (Seller) makes the following disclosure: " Radon Gas " is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your public health unit.

6. Lead Paint Disclosure.

"Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk

assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase

Addendum Crime-Free Drug-Free Housing

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, and resident agree as follows:

1. Resident, any members of the residents' household, or guest or person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug-related criminal activity" means the illegal manufacturing, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802])
2. Resident or any members of the resident's household, or a guest or any other person affiliated with the resident, shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the premises.
3. The resident's control shall not engage in the manufacturing, sale or distribution of illegal drugs at any location, whether on or off dwelling unit, premises or otherwise.
4. Resident, any Resident or members of the resident's household will not permit dwelling to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
5. Resident or members of the resident's household or a guest, or another person under members of the resident's household or a guest, or another person under the resident's control shall not engage in any illegal activity, including prostitution as defined in FSS 796, criminal street gang activity as defined in FSS 874 and, assault (threatening by word or act) as prohibited by FSS 784.011, including but not limited to the unlawful discharge of firearm, on or near the dwelling unit premises, or any breach of lease agreement that otherwise jeopardizes the health, safety and welfare of other
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed serious violation, and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease under FSS 83.56. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. (The definition of the "preponderance of evidence" according to the Black's Law Dictionary is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.)

LESSEE AGREES:

- A. **A CONDITION OF THE PREMISES:** Taking possession of the premises by LESSEE shall be inclusive evidence that the premises are suited for the use intended and that equipment and fixtures were in good order, condition and repair. LESSEE agrees that
- B. It is hereby that all expenses in connection with upkeep of the grounds, including water, mowing, edging, trimming of hedges and trees, weeding flower beds, will be paid for by the LESSEE, except as herein noted.
- C. LESSEE agrees to cover cost of all minor repairs: e.g. light bulbs, replacement of air conditioning filters, unnecessary service calls, and broken appointments with vendors, and any other repairs required because of intentional or negligent acts by tenant or guest(s).
- D. **HEATING AND AIR CONDITIONING CARE:** Air conditioning filters require simple regular monthly maintenance. It is the LESSEE'S responsibility to clean or change filters every month. Dirty filters cause air to slow down across the coils and result in compressor shut down and numerous other system problems. The LESSEE is responsible for turning off the heating and air conditioning unit immediately
- E. Upon noticing any irregularities until the service man arrives. If it is determined upon servicing the a/c unit the problem is the result of poor filter maintenance, the LESSEE will be charged for the service call. Under normal circumstances, the Landlord is responsible for the maintenance of the air conditioning and heating units. Problems concerning these units will be handled by the landlord during regular working hours. Call after 5P.M. during the week. Saturday, Sunday and Holidays are considered PREMIUM TIME. If the LESSEE can not wait until regular business hours for service, he agrees to pay for cost of service call above regular normal service charge. The LESSEE agrees to include this amount in his next monthly rent payment.

LESSOR AGREES the LESSOR herein agrees with the LESSEE as follows:

- A. The LESSOR shall at all times during the period of this tenancy keep the exterior part of the building on said premises, except any glass, in good repair, at LESSOR'S expense; provided, however, LESSOR shall not be required to the making of said repairs unless and until LESSEE shall have first given LESSOR written notice of the nature of said repairs.
- B. LESSOR shall not abuse the right or access nor use it to harass the LESSEE.
- C. If the premises or any part thereof shall at any time during the term be destroyed by fire not the fault of the LESSEE, or by storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

D. LESSOR agrees to make repairs as needed, except for LESSEE neglect, unnecessary service calls and broken appointment with vendors, LESSEE shall give LESSOR prompt notice of any defects in or accidents to the water pipes, electric wiring, air conditioning equipment or any other parts of said premises in order that the same may be repaired with due diligence, but LESSOR shall not be liable for any damages arising out of the making of such repairs, or, the failure to make the same, not for any damage whatever to the person or property of LESSEE, the members of his family, agents, guests, employers, or other person in and upon said premises or in and about said building at any time, however caused, whether through the negligence or carelessness of any employee or agent of LESSOR

SECURITY DAMAGE DEPOSIT:

Security/ Damage Deposit in the amount of \$ 1750.00 Dollars To be paid by the LESSEE to the LESSOR, shall be retained by the LESSOR for the Lessee's performance of the terms and conditions of the Lease Agreement, to be paid IN FULL UPON SIGNING THE LEASE (unless otherwise agreed upon)

The LESSOR may, at its option, use all or part of said deposit for any and all damages which the LESSOR may be entitled due to breach of any of the covenants and agreements contained herein by the LESSEE. Use of said deposit for such purposes shall not act as a waiver to any rights either in law or in equity to which the LESSOR may be entitled.

It is also understood and agreed that if the premises are left in an unclean or damaged condition, beyond reasonable wear and tear, so much of said deposit shall be applied toward necessary cleaning and/or repairs.

Return of the Security Deposit in subject to the following conditions:

- A. Full term of lease has expired and all provisions therein have been complied with (unless transfer clause has been executed).
- B. full calendar month (30 days) notice in writing is given prior to leaving the premises.
- C. No damage has occurred to the premises or its contents beyond normal wear and tear.
- D. Entire premises, including range, refrigerator, bathrooms, closets, and cabinets are clean and the refrigerator is defrosted.
- E. There are no UNPAID late charges or contraband pet charges or delinquent rents.
- F. All debris and rubbish or discards are placed in proper containers.
- G. Lessee's forwarding address is left with the LESSOR.
- H. All keys are returned to the LESSOR

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs and replacements will be deducted from the Security Deposit.

Pursuant to Section 83.49, Florida Statutes, LESSOR hereby notifies LESSEE that said Security Deposit shall be held in Escrow in a non-interest bearing account at TD BANK 4319271419 for the benefit of the tenant. Return of the Security Deposit shall be governed by Section 83.49(3) which provides as follows:

(3)(a) Upon vacating of the premises for termination of the lease, the landlord shall have Twenty (20) days to return said Security Deposit or in which to give the tenant written notice by Certified Mail to the tenant's last known address of his intention to impose a claim thereon. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to claim for damages in the amount of \$ _____ upon your Security Deposit due to _____
It is sent to you as required by Section 83.49(3) Florida Statutes. You are hereby notified that you must object in writing to this deduction from your Security Deposit. Your objection must be sent to _____

If the landlord fails to give the required notice within the Twenty (20) days period, then he forfeits his rights to impose a claim upon the Security Deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within Ten (10) days after receipt of the Landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and remit the balance of the deposit to the tenant.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the Security Deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney.
The court shall advance the cause on the calendar.

Security Deposit will be refunded by check mailed to the forwarding address within Twenty (20) days, if no claim is made. **NO PICKUPS OF CHECKS FROM THE LESSOR'S OFFICE:** The check will be made out jointly to all persons who signed the Lease Agreement.

Make to: THI NGUYET VO
7406 Chelsea Harbour Dr
ORLANDO FL 32829
Direct deposit to: TD BANK 4319271419

LESSEE acknowledges that this Security Deposit **MAY NOT BE APPLIED AS RENT**, and agrees that the full month's rent will be pay on the time including the last month of occupancy.

FIXTURES: In the event there is personal property, except for items designated as fixtures, an inventory of such items shall be attached hereto and identified as " Schedule A"; and shall become part of this Lease Agreement. Such items of personal property shall be and become a part of the demised premises.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties.

DISCLOSURE: For the purpose of notices required by this Agreement or by law, the following addresses shall be used unless the parties hereto have been advised in writing otherwise:

LESSORS: ADD. _____
LESSEES: ADD. _____

SPECIAL CLAUSES:

This instrument has been prepared by LESSOR.
IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed
on the date first above written and acknowledge receipt of a copy of this document.

Signature:
LESSOR: _____ Date: 8/19/2020 12:04 PM EDT

Sign Thi Nguyen Vo Print _____

Signature:
LESSEES: _____

Sign Tamerlane Timur Bey II Print Tamerlane Timur Bey II Date 8/19/2020 11:32 AM EDT

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____

EXHIBIT 2

NOTICE OF TERMINATION

STRICKEN



GREATER ORLANDO MAIN OFFICE
1440 HOWELL BRANCH ROAD
WINTER PARK, FLORIDA 32789
(407) 628-2500
FAX: (407) 628-2541

PROPERTY ACQUISITION
& MANAGEMENT

MID-SOUTH BRANCH OFFICE
1813 STATE HIGHWAY 77
MARION, ARKANSAS 72364
(901) 428-3000
FAX: (870) 559-3141

September 1, 2020

VIA USPS FIRST CLASS MAIL AND HAND DELIVERY

Tamberlane Timur Bey II
3708 Shawn Circle
Orlando, FL 32826

RE: New Management and 30 Day Notice - 3708 Shawn Circle

Dear Tamberlane:

Last week, the owner of your rental home hired The Jander Group, Inc. to professionally manage her property located at 3708 Shawn Circle. We were provided with a copy of your lease agreement dated July 26, 2020. Per that lease agreement (specifically Section 3. Termination), please accept this letter as our technical written notice to terminate your existing lease effective September 30, 2020.

The Jander Group, Inc. currently would like to offer you the ability to sign a new lease agreement, which would begin October 1, 2020, and we are willing to keep your monthly rental rate at the current amount of seventeen hundred fifty dollars (\$1,750.00). If you desire to continue living the home, the next step is for you to promptly provide us with your full identifying information in order for our staff to properly prepare the new lease agreement. The most efficient way for you to provide all of your information is to complete our standard lease application form. Please note that we will not charge you the \$70 lease application fee since we will not be formally processing the lease application.

If you are not able to promptly complete a new lease agreement, you will need to vacate the home per this termination notice. Specifically, you are required to vacate the house in a maid-clean condition, remove all of your possessions from the premises, and return your keys to our Greater Orlando Office by no later than 5:00 PM on September 30, 2020.

Your current lease agreement states that you already paid your September 2020 rental payment, which we will confirm receipt with the property owner.

The quickest way to contact me is via email - andrew@jandergroup.com - with any questions. If you prefer to talk on the phone, I may be reached directly at (407) 628-2500 extension 300.

Sincerely,

THE JANDER GROUP, INC.

ANMusashe

Andrew Musashe

www.jandergroup.com

EXHIBIT 3

NOTICE OF VIOLATION

STRICKEN



GREATER ORLANDO MAIN OFFICE
1440 HOWELL BRANCH ROAD
WINTER PARK, FLORIDA 32789
(407) 628-2500
FAX: (407) 628-2541

MID-SOUTH BRANCH OFFICE
1813 STATE HIGHWAY 77
MARION, ARKANSAS 72364
(901) 428-3000
FAX: (870) 559-3141

September 10, 2020

Mr. Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826

RE: NOTICE OF VIOLATION

Dear Tamerlane:

You are hereby notified that you are in default in your obligations with respect to the premises located at 3708 Shawn Circle, Orlando, Orange County, Florida 32826 which you now lease from The Jander Group, Inc., as agent for the property owner, under a rental agreement dated July 26, 2020 as follows:

- 1.) Allowing (an) unauthorized occupant(s) upon the premises and subleasing the property.

Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve (12) months, your tenancy is subject to termination without you being given an opportunity to cure the noncompliance.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,

THE JANDER GROUP, INC.

Nicholas A. Musashe
President

I hereby certify that a true and correct copy of the foregoing notice was served upon the above named resident at the above address this 10th day of September, 2020 by hand delivering a copy of that letter to the resident/property.

Michael J. Westmeyer

TAB
2

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se.*

_____ /

**MOTION TO AMEND EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE,
COUNTER-CLAIM, AND DEMAND JURY TRIAL**

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** (“Defendant”); files this Motion To Amend Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial thus would show in support and as grounds therefore states as follows:

1. The Defendant desires to amend the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial to add Count VI - Damages as to the Plaintiff in this action. A Copy of the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial is attached hereto as Exhibit “1”.
2. This motion has been filed for the purpose of immediate relief to protect the Defendant's rights subject to the First Amendment to the United States Constitution right to petition the government for redress of grievances; and further protect the Courts and Defendant from any further possibilities of irreparable harm by the Courts.

WHEREFORE the Defendant moves this HONOURABLE Courts to Grant Defendants motion Amend the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial filed herein.

DATED this 24th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32826
(347) 542-8565
TBeyII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 24th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

STRICTLY CONFIDENTIAL

EXHIBIT 1

**AMENDED EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE,
COUNTER-CLAIM, AND DEMAND JURY TRIAL**

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,
JANDER GROUP INC.,
OANH PHUONG VO,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se.*

_____ /

**AMENDED EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE, COUNTER-CLAIM, AND
DEMAND JURY TRIAL**

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** (“Defendant”); files this
Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial thus would show in
support and as grounds therefore states as follows:

ANSWER

1. By way of Answer, the Defendant denies all allegations alleged by Plaintiff Complaint contained
in this Court's original eviction proceedings and further demands strict proof thereof.

2. WHEREFORE, the Defendant denies all allegations set forth in the Complaint and prays the
Courts deny relief sought by Plaintiff pursuant to Fla. R. Civ. P. 1.110

Rule 1.110 - GENERAL RULES OF PLEADING and further award attorney fees and costs against the
Plaintiff.

AFFIRMATIVE DEFENSE

By way of Affirmative Defenses, the Defendant would show as follows:

1. First Affirmative Defense: Fraud upon the Court.

The basic standards governing fraud on the court are reasonably straightforward. As set forth in *Cox v. Burke*, 706 So. 2d 43, 47 (Fla. 5th DCA 1998):

A. The requisite fraud on the court occurs where; "it can be demonstrated, clearly and convincingly, that a party has **sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact** or unfairly hampering the presentation of the opposing party's claim or defense." *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989).

B. The trial court has the inherent authority, within the exercise of sound judicial discretion, to dismiss an action when a plaintiff has perpetrated a fraud on the court, or where a party refuses to comply with court orders. *Kornblum v. Schneider*, 609 So. 2d 138, 139 (Fla. 4th DCA 1992)."

On October 03, 2020, the Plaintiff perpetrated a fraud on the court, by sentiently setting in motion an unconscionable scheme designed to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact in this case, the scheme is as follows;

i. Plaintiff filed this claim for eviction on October 3rd, 2020, with the intent to deceive this Court into believing that the Defendant had, #1 Violated the Lease by allowing unauthorized occupants upon the premises (entering into a sublease) and, #2 Failed to remedy the violations despite continued demands by the Plaintiff that the property be vacated;

ii. While simultaneously and intentionally concealing the fact that the Defendant filed a police report on September 22nd, 2020 with Orange County Sheriff's Office against Plaintiff for refusing to provide proof to the rights of property prior to any court proceedings, wherefore, Plaintiff in fact had "no right of action" against the Defendant on October 3rd, 2020 for Court eviction proceedings, proof of complaint, attached as Exhibit "1" and;

iii. While simultaneously and intentionally concealing the fact that Plaintiff threatened to evict Defendant for unauthorized persons and refused to comply with Defendant's request to provide "proof to the rights of property" because of his real estate management company website, proof of email correspondence, attached as Exhibit "6" and;

iv. While simultaneously and intentionally concealing the fact that the Defendant filed a police report directly alleging a property rental scam against Plaintiff after Plaintiff refused to provide proof to the rights of property, see proof of email correspondence with Plaintiff, attached as Exhibit "6", and;

v. While simultaneously and intentionally concealing the fact that Plaintiff placed a for sale sign on the property on September 25th, 2020, three days after Defendant filed a police report on September 22nd, 2020 directly alleging a property rental scam against Plaintiff for refusing to provide proof to the rights of property, proof of photo, attached as Exhibit "3" and;

vi. While simultaneously and intentionally concealing the fact that Defendant served Plaintiff with several cease and desist notices after Plaintiff placed a for sale sign on the property where Defendant received no prior notice of new management or ownership of property, proof of violation notices, attached as Exhibit "4" and;

vii. While simultaneously and intentionally concealing the fact that Defendant in fact filled a police report on September 22nd, 2020 directly alleging the possibility of a property rental scam after Plaintiff refused to provide proof to the rights of property where Plaintiff in fact retaliated and commenced eviction proceedings on October 3rd, 2020, see proof of email correspondence with Plaintiff as Exhibit "6", see proof of complaint attached as Exhibit "1", and;

viii. While simultaneously and intentionally concealing the fact that Plaintiff in fact sent an email threatening to evict Defendant for unauthorized occupants on October 5th, 2020, yet had already filed evictions proceedings on October 3rd 2020 in retaliation to Defendant's police filed report on September 22nd, 2020,

3 Temp. L.Q. 365 (1928-1929) The Writ of Error Coram Nobis I - "Final judgments," said Sir William Blackstone, "are such as at once put an end to the action...."(1) But in practice it often appears that a judgment, rather than terminating an action, marks the commencement of a long series of legal proceedings to reverse or vacate it; a procedure which impelled the late Chief Justice Mitchell to observe in his "Motions and Rules":(2) "Doubtless if the learned commentator were to spend a few...days in our courts, he would be apt to think that by some strange perversion, judgements had come to be only the beginning of most actions." A form of process frequently employed in attacking judgements, both in civil and criminal cases, is the Writ of Error, now superseded in many of the states by an equivalent code proceeding. The writ or error is generally used to bring before a court of superior jurisdiction a judgement had before an inferior tribunal. Attacks upon judicial proceedings, when made in the same courts, are generally pursued by means of motion. In civil cases especially, the elasticity and facility of relief afforded by motion has rendered discussion of any equivalent form of relief almost academic; and an examination of the subject here dealt with exhibits the striking paucity within recent times of such cases involving the use of the "writ of error" coram nobis. It is criminal especially capital, cases, where the remedies generally in use fail to secure the release of the accused, that the consequent desperation results in a final effort for review through some extraordinary proceeding. It will be observed therefore, that the recent cases upon our subject deal chiefly with criminal law and that in civil cases the relief by motion has attained almost universal and exclusive favor. (3 Commentaries 398; 2nd Ed, 1996,124).

requesting to provide "proof to the rights of property", thus planned and followed through with eviction proceedings on October 3rd, 2020 in retaliation (intentionally deceiving the courts), see proof of email correspondence with Plaintiff, attached as Exhibit "6"

The Defendant clearly, convincingly, demonstrated, Plaintiff sentiently set in motion this unconscionable scheme to evict Defendant, specifically calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact, with willful intentional fabrications, and absolutely no truth to Plaintiff's claim; where frivolous yet fraudulent actions constitute as fraud upon the courts, thus is subject to felonious crimes of the third degree.

2. **Second Affirmative Defense:** There were no unauthorized occupants on October 3rd, 2020, the date of which this fraudulent complaint was filed by Plaintiff.
3. **Third Affirmative Defense:** Defendant acted in good faith by way of filling a complaint to a government agency on September 22nd, 2020, prior to the Court's proceedings pursuant to *Florida Senate Statute Section 83.64 Retaliatory conduct*, therefore there was no cause of action thereafter, see proof of complaint, attached as Exhibit "1".

WHEREFORE, the Defendant denies the relief sought by the Plaintiff and moves the courts to further award attorney fees and Courts costs against Plaintiff.

COUNTER-CLAIM

1. This is a counter-claim for damages pursuant to Chapter 83, Florida Statutes; Malicious Prosecution in a Civil Action; Centers For Disease Control And Prevention Department Of Health And Human Services Order Under Section 361 Of The Public Health Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2 Temporary Halt In Residential Evictions To Prevent The Further Spread Of COVID-19 —Criminal Penalties Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; and First-Second Degree Attempted Felony Murder pursuant to Florida Statutes 782.051, 782.04(3), 775.082, 775.083.
2. Counter-Plaintiff, Tamerlane Timur Bey II, at all relevant times, was a “tenant” within the meaning of Fla. Stat. 83.43 (4).
3. Counter-Defendant, VO THI NGUYET, at all relevant times, was the landlord within the meaning of Fla. Stat. 83.43 (3).
4. Counter-Defendant, OANH PHUONG VO, at all relevant times, was the landlords agent within the meaning of Fla. Stat. 83.43 (3).
5. Counter-Defendant, The THE JANDER GROUP, INC., at all relevant times, was the landlords agent within the meaning of Fla. Stat. 83.43 (3).
6. On August 19, 2020, the rental was redefined and accepted by all parties, whereas it was agreed that rent was \$1,750.00.
7. The Counter-Defendant engaged in conduct of which among other violations, are irreparably non-compliant, retaliatory and discriminatory in nature, first by threat of eviction, then by a malicious claim for eviction.
8. **Motivating Factors For Retaliatory Conduct**
 - i. Counter-Defendant OANH PHUONG VO originally mutually agreed to contract Counter-Plaintiff as a property manager to maintain the premises as a student room rental for Counter-Defendant because of prior issues renting the property to students and collecting rent; further simultaneously requesting Counter-Plaintiff to NOT actually live on the property and agree to a traditional

residential lease in good faith, see proof of text message correspondence with Counter-Defendant, attached as Exhibit “4”.

ii. On August 7th, 2020, Counter-Defendant provided Counter-Plaintiff with keys and access to the property without a signed lease agreement after Counter-Plaintiff paid to Counter-Defendant four payments totaling \$7,000.00 for first, last, and current months rents; in addition to another agreed upon \$1,750.00 good faith deposit, see proof of payment, attached as Exhibit “8”.

iii. On August 19th, 2020, Counter-Plaintiff signed a secondary and final lease after requesting multiple rental agreement provisions where Counter-Defendant OANH PHUONG VO provided Counter-Plaintiff with an original incorrectly dated lease agreement that included a start date made and entered into on July 26th, 2018, wherefore the lease was supposed to have a start date of July, 2020, proof of original lease, attached as Exhibit “10”.

iv. On September 1st, 2020, Counter-Defendant JANDER GROUP INC., new property managers, placed a “Notice of Termination” on the front door of the property directing Counter-Plaintiff to sign a new lease or remove possessions from the premises and return the keys no later than 5:00pm September 30th, 2020 where Counter-Defendant OANH PHUONG VO provided Counter-Plaintiff with no prior notice of Counter-Defendant JANDER GROUP INC. new property manager, see proof of termination violations notices, attached as Exhibit “9”; see proof of text message correspondence, attached as Exhibit “4”.

v. On September 3rd, 2020, at 2:35pm, Counter-Plaintiff contacted Counter-Defendant OANH PHUONG VO’s new property manager JANDER GROUP INC., to follow up regarding the termination violations notices, notifying Counter-Defendant OANH PHUONG VO’s original agreement to manage the property as a student rental with Counter-Plaintiff and possible property rental scam; where Counter-Plaintiff also requested Counter-Defendant JANDER GROUP INC. new property manager provide proof to the rights of property, where Counter-Plaintiff agreed to remedy any non-compliance by maintaining the property as a primary residents (for residential use only), see proof of phone

correspondence phone records, attached as Exhibit “5”; see proof of email correspondence, attached as Exhibit “6”.

vi. On September 5th, 2020, Counter-Plaintiff contacted Counter-Defendant OANH PHUONG VO to follow up regarding the student rental interview process and managing the property; where Counter-Defendant then officially informed Counter-Plaintiff that “the owners had new property managers” - Counter-Defendant JANDER GROUP INC., with prior notice of new property managers, see proof of text message correspondence with Counter-Defendant, attached as Exhibit “4”.

9. **First Act of Retaliatory Conduct**

On September 10th, 2020, Counter-Defendant JANDER GROUP INC. new property managers placed a second notice, “Notice of Violation”, on the front door of the property for “allowing unauthorized occupant(s) upon the premises and subleasing the property; subjected to termination without being given an opportunity to cure the non-compliance for repeated conduct within 12 months of said non-compliance; as a result of Counter-Plaintiff requesting proof to the rights of property.

10. **Motivating Factors For Retaliatory Conduct**

i. On September 22nd, 2020, Counter-Plaintiff filed a police report with the Orange County Sheriff’s Office against Counter-Defendant’s after Counter-Defendant JANDER GROUP INC. new property manager threatened to evict Counter-Plaintiff and refused to provide proof to the rights of property, see proof of complaint, attached as Exhibit “1”.

ii. On September 25th, 2020, Counter-Defendant installed a “for sale” sign on the property and attempted to deceptively resale the rental property; harass, and intentionally force Counter-Plaintiff out of the property, see proof of photo, attached as Exhibit “3”.

iii. On September 25th, 2020, Counter-Plaintiff sent Counter-Defendant JANDER GROUP INC. new property manager a notice of “Cease & Desist” (a.k.a “Cease & Desist Notice”) as a result of Counter-Defendant JANDER GROUP INC. new property manager’s refusal to provide proof to the rights of property, threatening eviction and later simultaneously installing a “for sale” sign on the property in retaliation; directing Counter-Defendant to stop all forms of harassment in violation of 18 U.S.C. United

States Code Title 18— CRIMES AND CRIMINAL PROCEDURE Part 1 Section 2261A; requesting further communication with Counter-Plaintiff's attorney, see proof of notice(s), attached as Exhibit "2".

iv. On October 3rd 2020, Counter-Defendant's entered into the fraudulent Courts eviction proceedings after Counter-Plaintiff filed a police report with the Orange County Sheriff's Office against Counter-Defendant on September 22nd, 2020, for a property rental scam where Counter-Defendant's refused to provide "proof to the rights of property"; with intentions to deceive the Courts and maliciously prosecute Counter-Plaintiff by way of civil action in order to force Counter-Plaintiff out of the property; with no actual real intentions to rent the property.

v. On October 12, 2020, Counter-Defendant OANH PHUONG VO contacted Counter-Plaintiff to verify if Counter-Plaintiff was still living on the property.

vi. On February 4th, 2021, Counter-Defendant JANDER GROUP INC. new property manager arrived at the property to verify if Counter-Plaintiff was still living on the property with no prior notice from Counter-Plaintiff's attorney as directed in Counter-Plaintiff's original notice of cease and desist in order; and failed to acknowledge previous cease and desist notices in order to stop any and all continued forms of harassment pending this Court's eviction proceedings, see proof of video footage, attached as Exhibit "7".

11. **Conclusion**

Counter-Defendant's threatened, maliciously and deceptively commenced illegal eviction proceedings where double rent was not actually due, in retaliation to financially force Counter-Plaintiff out of a property rental lease agreement on October 3rd, 2020.

12. **Second Act of Retaliatory Conduct**

On October 3rd, 2020, Counter-Defendant retaliated against Counter-Plaintiff by filing the claim for eviction after receiving multiple cease and desist notices sent by Counter-Plaintiff, without any other cause of action, despite this fact Counter- Defendant, filed the eviction while knowing that there were no actual unauthorized occupants.

13. **Conclusion**

The eviction complaint was filed and on 12/07/2020 the courts granted an ORDER REQUIRING DEPOSITS OF RENTS where Counter-Defendant entered into the courts an AMENDED COMPLAINT FOR EVICTION AND DAMAGES requiring Double Rent as penalties under Florida Senate Statutes '83.06 Right to demand double rent upon refusal to deliver possession' increasing thus requiring double rent and claimed double rent when NO double rent was actually due, in retaliation for filing a police report requesting proof to the rights of property on September 22nd, 2020.

COUNT I

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT

FLA. STAT. 83.67

14. Counter-plaintiffs hereby incorporates paragraphs 1-13 as though fully set forth herein:
15. Florida Statute 83.67 (2), Prohibited practices, provides in pertinent part; **A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means**, including, but not limited to, changing the locks or using any boot lock or similar device.
16. **By any means**, includes fraudulent means, on October 3rd, 2020, Counter- Defendants, intentionally, maliciously, and fraudulently alleged Counter-Plaintiff was in violation of a property rental agreement for unauthorized occupants, as a means of preventing Counter-Plaintiff from leasing the rental property, as there were no actual unauthorized occupants as alleged in the complaint, thus fraudulent means to prevent the tenant from gaining reasonable access to the dwelling unit.
17. Florida Statute 83.67 (6), Prohibited practices, provides in pertinent part; A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
18. Counter-Plaintiff suffered damages caused by the violations of this section, in that Counter-Plaintiff was forced to pay \$3,500.00 in double rent to this current proceedings Court registry (including Court registry fees) as a direct, proximate result of the false allegations made on October 3rd,

2020, where rent in fact is \$1,750.00; and is entitled to recover three months' rent from Counter-Defendant for violating this section.

19. Wherefore, Counter-Plaintiffs, prays for an order directing Counter-Defendant's to pay to the Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, and reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT II

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT

FLA. STAT. 83.64

20. Counter-Plaintiffs hereby incorporates paragraphs 1-13, as though fully set forth herein:

21. Florida Statute 83.64 (1), Retaliatory conduct, provides in pertinent part; It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

22. On October 3rd, 2020, Counter-Defendant's retaliated by threatening to bring an action for possession, for exercising his rights to complain to a government agency by way of filing a police report against Counter-Defendant on September 22nd, 2020 with the Orange County Sheriff's Office, see proof of complaint, attached as Exhibit "1" ;

23. In the exercise of the Counter-Plaintiffs right of freedom of speech to ask the landlord for proof to the rights of property, of which Counter-Defendant responded too by threatening to evict

Counter-Plaintiff, see proof of phone correspondence phone records, attached as Exhibit “5”; see proof of email correspondence, attached as Exhibit “6” ;

24. As a requirement of this Section Counter-Plaintiff has always acted in good faith and where Counter-Defendant is unable to dispute that fact.

25. Florida Statute 83.64 (4), Retaliatory conduct, provides in pertinent part; "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

26. As a prerequisite to a finding of retaliatory conduct, Counter-Plaintiff was being evicted for unauthorized occupants when there were no unauthorized occupants.

27. The Counter-Plaintiff was being treated differently in that there were no other unauthorized occupants yet was being evicted for unauthorized occupants, where there was no actual violation of the property rental agreement, therefore it was discriminatory, as well as retaliatory in nature.

28. Florida Statute 83.55 Right of action for damages, provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

29. Counter-Plaintiff suffered great harm and damages caused by the non-compliance all of which will be proved at trial.

30. Wherefore, Counter-Plaintiffs, prays for a finding of Retaliatory Conduct against Counter-Defendants and further requests an order directing Counter-Defendant VO THI NGUYET to pay Counter- Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the costs of defending this action, reasonable attorney fees; and any other or further relief this Court deems fit and proper under the circumstances.

COUNT III

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT.

83.64

31. Counter-plaintiffs hereby incorporates paragraphs 1-13, as though fully set forth herein:

32. Florida Statute 83.64 (1), Retaliatory conduct, provides in pertinent part;

It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

33. On October 3rd, 2020, Counter-Defendant retaliated by bringing this action for possession against TAMERLANE TIMUR BEY II Counter-Plaintiff for exercising his right to complain to a governmental agency against Counter-Plaintiff VO THINGUYET on October 3rd, 2020.

34. In the exercise of Counter-Plaintiff's right of freedom of speech to ask the landlord for proof to the rights of property, which Counter-Defendant responded to by evicting Counter-Plaintiff.

35. As a requirement of this Section Counter-Plaintiff acted in good faith where Counter-Defendant is unable to dispute that fact.

36. Florida Statute 83.64 (4), Retaliatory conduct, provides in pertinent part; "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

37. As a prerequisite to a finding of retaliatory conduct, Counter-Plaintiff was being evicted when there were no actual unauthorized occupants.

38. Counter-Plaintiff was being treated differently in that there were no other occupants although being evicted for unauthorized occupants therefore it was discriminatory, as well as retaliatory in nature.

39. Florida Statute 83.55 Right of action for damages, provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

40. Counter-Plaintiff suffered great harm and damages caused by the non-compliance all of which will be proved at trial.

41. Wherefore, Counter-Plaintiff, prays for a finding of Retaliatory Conduct against Counter-Defendant VO THIS NGUYET and request an order directing Counter-Defendant to pay to the Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT IV

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT.

83.51

42. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

43. Florida Statute 83.51 (1)(a), provides in pertinent part;

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes;

44. On September 25th, 2020, Counter-Plaintiff filed a police report and provided a Notice of "Cease & Desist" before October 3rd, 2020, due to failure to comply with Section 83.51, see proof of complaint, attached as Exhibit "1"; see proof of notice(s), attached as Exhibit "2".

45. Since giving notice Counter-Defendant VO THI NGUYET has failed to communicate intentions or do anything of significance with respect to the items listed in Counter-Plaintiff's Notice of Cease & Desist and it is apparent that Counter-Defendant VO THI NGUYET has continued to ignore the notice.

46. Florida Statute 83.55 Right of action for damages provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

47. Counter-Plaintiff is entitled to recover the damages caused by the intentional non-compliance of Counter-Defendant VO THI NGUYET.

48. Wherefore, Counter-Plaintiff, prays for an order directing Counter-Defendant VO THI NGUYET to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT V

MALICIOUS PROSECUTION AND MALICIOUS USE OF PROCESS IN A CIVIL ACTION CASE NO.: 2020-CC-009382-O AND VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT. 83.51, 83.45

49. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

50. Counter-Defendant's commenced an eviction action based on an unauthorized occupant lease violation, with full and complete knowledge of the fact that there were no unauthorized occupants in violation of the lease on the date of filing of Complaint, CASE NO.: 2020-CC-009382-O.

51. Florida Law provides in part if a party sues an individual without a proper basis to bring suit, the party being sued may have a claim for malicious prosecution against the party who wrongfully filed suit where the following elements are required for Malicious Prosecution;

- (1) the commencement or continuation of an original civil or criminal judicial proceeding;
- (2) its legal causation by the present defendant against a plaintiff who was the defendant in the original proceeding;
- (3) its bona fide termination in favor of the present plaintiff;
- (4) the absence of probable cause for such proceeding;
- (5) the presence of malice; and,
- (6) damages to the plaintiff. *Duval Jewelry Company v. Smith*, 136 So. 878 (Fla. 1931); see also, *Adams v. Whitfield*, 290 So.2d 49 (Fla. 1974).

52. Complaint, CASE NO.: 2020-CC-009382-O asserts that Counter-Plaintiff failed to remedy any violations in non-compliance with the lease agreement.

53. Counter-Defendant's failed to address or provide any evidence regarding this action.
54. Counter-Plaintiff was ready and willing to defend this action.
55. Counter-Plaintiff is in violation of Florida Statute 83.45 Unconscionable rental agreement or provision.— (1) which provides in part; If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result. (2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.; where the prosecution of this action against Counter-Plaintiff was malicious and brought without any cause to believe that a breach of contract or any other cause of action had been committed.
56. The prosecution of this action was brought vindictively and for an ulterior motive; for the purpose of attempting to legally harass and to defame Counter-Plaintiff because of Counter-Plaintiff's business and real estate management company, BEYSICAIR INC; and used the Court to achieve this goal by filing for the eviction to maliciously terminate Counter-Plaintiff's tenancy for exercising legal rights to hold Counter-Defendant's liable, see proof of phone correspondence phone records, attached as Exhibit "5"; see proof of email correspondence, attached as Exhibit "6".
57. The bringing and continuing of this action constituted malicious prosecution on the part of the Counter-Defendant against the Counter-Plaintiff; and their conduct, being willful, retaliatory, and vindictive in nature; thus warrants punitive damages.
58. As a result of Counter-Defendants malicious prosecution, Counter-Plaintiff is obliged to defend himself, expend money and time in his defense, all in an amount to be proven at trial; that was lost time from the ordinary pursuits in his life and home, and that the quality of his life was diminished by it, all causing irreparable damage, as will be shown at trial.

59. Counter-Plaintiff met their burden of proof in this action demonstrating Counter- Defendant's allegations against Counter-Plaintiffs were fraudulent, felonious, unfounded, frivolous and without probable cause to believe that the action filed would succeed and was for an improper purpose.

60. Furthermore, this action was even more felonious because the Counter-Defendant completely failed to address or present any evidence regarding this claim of action.

61. Wherefore, Counter-Plaintiff, prays for findings against Counter-Defendant's for the violations asserted herein; an order directing Counter-Defendant VO THI NGUYET, JANDER GROUP INC. to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT VI

VIOLETIONS OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION DEPARTMENT OF HEALTH AND HUMAN SERVICES ORDER UNDER SECTION 361 OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264) AND 42 CODE OF FEDERAL REGULATIONS 70.2 TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19

62. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

63. On September 4, 2020, the CDC Director issued an Order temporarily halting evictions in the United States for the reasons described therein. That Order was set to expire on December 31, 2020, subject to further extension, modification, or rescission. This Order further extends and modifies the prior Eviction Moratoria until June 30, 2021, for the reasons described herein, subject to revision based on the changing public health landscape, see proof of federal court order, attached as Exhibit "12".

64. Subject to the limitations under "Applicability," a landlord, owner of a residential property, or other person 1 with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

65. “Covered person”² means any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person with a legal right to pursue eviction or a possessory action, a declaration under penalty of perjury.

66. A previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

67. Covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property despite nonpayment of rent.

68. Counter-Plaintiff entered in the Courts on March 29th, 2021 and previously provided a signed declaration on record for notice of VERIFICATION OF APPLICABILITY OF SECTION 4024 OF THE CARES ACT IN RESIDENTIAL EVICTIONS FOR NON-PAYMENT OF RENT (DECLARATION UNDER PENALTY OF PERJURY) in this Court's current court eviction proceedings.

69. Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in a death, or a fine of no more than \$250,000 or one year in jail, or both if the violation results in a death, or as otherwise provided by law.

70. This Order shall be enforced by federal authorities and cooperating state and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18.

71. The U.S. Department of Justice may initiate criminal proceedings as appropriate seeking imposition of these criminal penalties.

72. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law.

73. On October 3rd, 2020, Counter-Defendant’s intentionally set in motion a series of events to maliciously manipulate this Court's proceedings in an attempt to forcibly evict Counter-Plaintiff in

retaliation to a government agency complaint made against Counter-Defendant; prior to any court proceedings.

74. Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents; (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

75. In accordance with 42 U.S.C. 264 (e), this Order does not preclude state, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

76. Under 42 U.S.C. 243, The U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other health regulations and to accept state and local assistance in the enforcement of federal quarantine rules and regulations, including in the enforcement of this Order.

77. Counter-Plaintiff suffered damages caused by the violations of this section, in that Counter-Plaintiff was forced to pay \$3,500.00 in double rent to this current proceedings Court registry (including Court registry fees) as a direct, proximate result of malicious false allegations made on October 3rd, 2020, where rent in fact is \$1,750.00; and Counter-Plaintiff is entitled to recover damages under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, from Counter-Defendant for violating this Section; and for each event in violation of this Section.

78. This Court has jurisdiction to enter a declaratory relief pursuant to Florida Statutes §86.01, this action is brought to enforce the guarantees of the 1st Amendment right to petition the Government for redress of grievances, and his 7th Amendment right to a jury trial, and his 14th Amendment rights to procedural due process and equal protection of the laws, under the Constitution of the United States, and

Article I, Section 21, Section 22 and Section 9, of the Florida Constitution. Relief is sought pursuant to Florida law authorizing relief pursuant to Florida Statutes 86, and Title 42 U.S.C. §§1983 and 1988.

79. WHEREAS, Counter-Plaintiff, is entitled to recover damages for findings in violation pursuant to; Centers For Disease Control Federal Court Order; and prays for an order directing Counter-Defendant VO THI NGUYET, to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$100,000.00; and an order directing Counter-Defendant JANDER GROUP, INC. to pay Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$1,200,000.00 (\$200,000.00 per event) subject to six counts in violation therein, in addition the sum of \$10,500.00 under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT VII

**ATTEMPTED FELONY MURDER —FIRST AND SECOND DEGREE PURSUANT TO
FLORIDA STATUTE 782.051, 782.04(3), 775.082, 775.083, IN VIOLATIONS OF THE CENTERS
FOR DISEASE CONTROL AND PREVENTION DEPARTMENT OF HEALTH AND HUMAN
SERVICES ORDER UNDER SECTION 361 OF THE PUBLIC HEALTH SERVICE ACT (42
U.S.C. 264) AND 42 CODE OF FEDERAL REGULATIONS 70.2 TEMPORARY HALT IN
RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19**

81. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

82. On October 3rd 2020 Counter-Defendants intentionally and simultaneously set motion a series of events intended to maliciously prosecute Counter-Plaintiff in a Civil Action pursuant to Florida Statute 782.051 Attempted Felony Murder—.; 782.04(3), 775.082, 775.083.

83. Florida Statute Attempted Felony Murder.— 782.051 provides in part; (1) Any person who perpetrates or attempts to perpetrate any felony enumerated in s. 782.04(3) and who commits, aids, or abets an intentional act that is not an essential element of the felony and that could, but does not, cause the death of another commits a felony of the first degree, punishable by imprisonment for a term of years not

exceeding life, or as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 9 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

84. Florida Statutes 782.04 Murder.— (1)(a) provides in part; The unlawful killing of a human being:

1. When perpetrated from a premeditated design to effect the death of the person killed or any human being;

2. When committed by a person engaged in the perpetration of, or in the attempt to perpetrate;

(r) Felony that is an act of terrorism or is in furtherance of an act of terrorism, including a felony under s. 775.30, s. 775.32, s. 775.33, s. 775.34, or s. 775.35,

by a person other than the person engaged in the perpetration of or in the attempt to perpetrate such felony, the person perpetrating or attempting to perpetrate such felony commits murder in the second degree, which constitutes a felony of the first degree, punishable by imprisonment for a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084.

85. Florida Statutes 782.051 Attempted Felony Murder.— (2) provides in part; Any person who perpetrates or attempts to perpetrate any felony other than a felony enumerated in s. 782.04(3) and who commits, aids, or abets an intentional act that is not an essential element of the felony and that could, but does not, cause the death of another commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 8 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

86. Florida Statutes 782.051 Attempted Felony Murder.— (3) provide in part; When a person is injured during the perpetration of or the attempt to perpetrate any felony enumerated in s. 782.04(3) by a person other than the person engaged in the perpetration of or the attempt to perpetrate such felony, the person perpetrating or attempting to perpetrate such felony commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 7 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

87. Florida Statutes 782.04 Murder.— (2) provides in part; The unlawful killing of a human being, when perpetrated by any act imminently dangerous to another and evincing a depraved mind regardless of

human life, although without any premeditated design to effect the death of any particular individual, is murder in the second degree and constitutes a felony of the first degree, punishable by imprisonment for a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084.

88. WHEREAS Counter-Plaintiff is entitled to relief prays for findings of against Counter-Defendant therein pursuant to The Centers For Disease Control And Prevention Department Of Health And Human Services Order Under Section 361 Of The Public Health Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2 Temporary Halt In Residential Evictions To Prevent The Further Spread Of COVID-19 —NOTICE TO COOPERATING STATE AND LOCAL OFFICIALS Under 42 U.S.C. 243, The U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other health regulations and to accept state and local assistance in the enforcement of Federal quarantine rules and regulations, including in the enforcement of this Order.

89. WHEREFORE, Counter-Plaintiff TAMERLANE TIMUR BEY II, prays for findings against Counter-Defendant for all Counts asserted herein; and an order directing Counter-Defendant VO THI NGUYET, to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$100,000.00; and an order directing Counter-Defendant JANDER GROUP, INC. to pay Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$1,400,000.00 (\$200,000.00 per event) subject to seven counts in violation herein, in addition the sum of \$10,500.00 under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; and further prays the HONOURABLE COURTS grant this AMENDED EMERGENCY AFFIRMATIVE DEFENSE, COUNTER-CLAIM, AND DEMAND JURY TRIAL as relief to prevent any further irreparable harm thus protecting the integrity of the Courts, Counter-Plaintiff's First Amendment to the United States Constitution right to petition the government for redress of grievances; and further protect the Courts and Counter-Plaintiff from any further possibilities of irreparable harm by the Courts as well as any other relief deemed proper by the Courts; and requests special damages as may be shown and for general compensatory damages in tort as may be fixed by the jury, punitive damages as may be assessed by the jury, and for costs, any disbursements incurred as a result of defending this action.

Counter-Plaintiff hereby moves the Courts too, and asserts the following motion for punitive damages as relief.

Reservation for Motion to Assert A Claim For Punitive Damages.

JURY DEMAND

Counter-Plaintiff hereby requests a trial by jury on all issues triable by jury.

DATED this 24th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32801
(347) 542-8565
TBeyJII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 24th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

EXHIBIT 1

Orange County Sheriff Department Police Report #20-068951

PROOF OF COMPLAINT

Incident Report
ORANGE COUNTY SHERIFF'S OFFICE

20-68951

Supplement No
ORIG

Administrative Information												
Agency ORANGE COUNTY SHERIFF'S OFFICE			Report No 20-68951		Supplement No ORIG		Reported Date 09/22/2020		Reported Time 17:50		CAD Call No 202662956	Status REPORT
Nature of Call INFORMATION ONLY		Location of Occurrence 3708 SHAWN CT		City ORLANDO	ZIP Code 32826	Rep Dist 22A	Area 2	Beat 22	From Date 09/22/2020		From Time 17:50	
Officer 9132/ROOPNARINE, DANIEL			Assignment SECTOR 2 SQUAD 6		Entered by 9132/ROOPNARINE, DANIEL			Assignment SECTOR 2 SQUAD 6				
Approving Officer 9276/OLIVERO, JASMINE			Approval Date 09/24/2020		Approval Time 07:44:16							
Scene Processed? Y/N N		Tourist Victim? Y/N N		Firearm? Y/N N		Weapon? Y/N N		Mask? Y/N N				
Vest? Y/N N		Hate Crime? Y/N N		Special Victim? Y/N N		Human Trafficking? Y/N N		DCF Notified? Y/N N				
N/A												
Yes												
# Offenses 1	Offense 00000	Description info report			Complaint Type							
Summary Narrative												
Inv#	Inv# No	Type	Name	MNI	Race	Sex	DOB					
OTH	1	I	BEY, TAMERLANE II	2076	B	M	04/02/1989					
OTH	2	I	VO, CANH	4529	A	F						
OTH	3	I	MUSASHE, NICHOLAS	4529								
Vehicle Summary												
Property Summary												
Summary Narrative												

STRIKED

Incident Report
ORANGE COUNTY SHERIFF'S OFFICE

20-68951

Supplement No
ORIG

OTHER 1: BEY, TAMERLANE II												
Name	MINI	Race	Sex	DOB	Age	Ethnicity	Juvenile?	Height	Weight	Hair Color	Eye Color	
BEY, TAMERLANE II	2076536	BLACK	MALE	04/02/1989	31	NON-HISPANIC	No	5'08"	160#	BLACK	BROWN	
Skin	Place of Birth											
MEDIUM BROWN	NEW YORK											
Type	Address	City	State	ZIP Code								
HOME ADDRESS	103 SEAMAN AVE #B	NEW YORK	NEW YORK	10034								
Type	Address	City	State	ZIP Code								
HOME ADDRESS	3708 SHAWN CI	ORLANDO	FLORIDA	32826								
Type	ID No	OLS										
OPERATOR LICENSE	B-000-818-89-122-0	FLORIDA										
Phone Type	Phone No	Phone Type	Phone No									
CELL	(347) 749-1109	CELL	(407) 625-8771									
Type	E-Mail											
Home	TBEYII@GMAIL.COM											
OTHER 2: VO, OANH												
Name	MINI	Race	Sex	Age	To Age	Ethnicity	Juvenile?	Height	Weight	Hair Color		
VO, OANH	4529118	ASIAN/PACIFIC ISLANDER	FEMALE	50	60	NON-HISPANIC	No	5'06"	120#	BLACK		
Skin	Place of Birth											
LIGHT	UNKNOWN PLACE OF BIRTH											
Phone Type	Phone No	Phone Type	Phone No									
CELL	(407) 557-3735	CELL	(407) 758-5651									
Type	E-Mail											
Home	OANHVO1231@GMAIL.COM											
OTHER 3: MUSASHE, NICHOLAS												
Name	MINI	Place of Birth										
MUSASHE, NICHOLAS	4529119	UNKNOWN PLACE OF BIRTH										
Type	Address	City	State	ZIP Code								
BUSINESS ADDRESS	1440 HOWELL BRANCH RD	WINTER PARK	FLORIDA	32789								
Phone Type	Phone No											
BUSINESS	(407) 628-2500											
Type	E-Mail											
Business	ANDREW@JANDERGROUP.COM											
Property												
Modus Operandi												
Gang Act?												
No												
Narrative												

On September 22, 2020 at 1817 hours, I, Deputy Sheriff Daniel Roopnarine (EID 9132), made contact with a male via cellphone and he informed me he is a victim of a rental property fraud. After speaking with the male, I determined the issue was civil in nature. The male requested a report to be generated as directed by his lawyers.

My investigation revealed:

I made contact with Tamerlane Bey II (other 1) via cellphone and he informed me of the following:

Mr. Bey informed me he is the owner of Beysical Inc. and his company specializes in renting properties and then subleasing the rooms to students. Mr. Bey provided the website CoHostStudents.com which is owned by his company.

Mr. Bey informed me on July 3rd, 2020 he came into contact with Oanh Vo (other 2) through the website Zillow.com and she is the owner of the rental property located at 3708 Shawn Circle. On July 17th, 2020, Mr. Bey met with Ms. Vo at the above address to view the property. On July 26, 2020, Mr. Bey received a lease from Ms. Vo via email and he signed and sent back the lease. On July 27th, 2020 Mr. Bey informed me he sent three (3) payments of \$1750.00 for the security deposit and first two months of rent upfront using the service Zell through his account with Bank of America. Mr. Bey also sent an additional \$1750 to Ms. Vo for a total of \$7,000.00.

Mr. Bey informed me he reviewed the lease and found several errors to include an incorrect lease date and missing clauses. Mr. Bey received an updated lease on August 11th, 2020 but it did not have the necessary rental agreement terms and agreement changes. Mr. Bey received another lease on August 19th, 2020 which was signed by Mr. Bey. Mr. Bey informed me when he initially met with Ms. Vo, she told him that she was only interested in renting to students and it was with the understanding that he is permitted to use the residence for his business model.

Mr. Bey informed me he collected the house keys from Ms. Vo and gained entry to the house.

Mr. Bey received a text message from Ms. Vo informing him that she is no longer taking care of the property and the property has new management. Mr. Bey received calls from The Jander Group on September 1st, 2020 and

Incident Report**20-68951**Supplement No
ORIG

ORANGE COUNTY SHERIFF'S OFFICE

he was later able to get into contact with business owner Nicholas Musashe (other 3) who had a long relationship with the Vo's. Mr. Bey informed me Mr. Musashe brought up a condition of the lease which only allows one adult resident and the property may only be used as a private residence and this clause goes against his need for the property. Mr. Bey informed me after several discussions to update the lease, Mr. Bey gave Mr. Musashe his lawyer for further communication. On September 11, 2020, Mr. Bey received a notice on the front door from The Jander Group for the violation of the lease for subleasing the property and they are currently trying to evict him from the property.

Mr. Bey provided me with the Dropbox link <https://www.dropbox.com/sh/ae6jl9j39o0blq7/AAAXp5NknPajkfVf1NIPrqAa?dl=0> which contains all of the relevant documents to rental of the house.

Mr. Bey informed me he has been living inside of the house for approximately 2 weeks but rented the property for a month.

Mr. Bey advised he is in contact with an attorney to settle this matter and he was directed by his attorney and the Attorney General to file a police report.

STRICKEN

EXHIBIT 2

Cease & Desist

NOTICE

STRICTLY CONFIDENTIAL

REQUEST TO CEASE AND DESIST

ALL FORMS OF HARASSMENT

Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826
(407) 625-8771
9/29/2020

The Jander Group Inc
Nicholas A. Musashe
1440 Howell Branch Road
Winter Park, Florida 32789

ATTN: The Jander Group Inc, Nicholas A. Musashe, Michael J. Westmeyer (and Associates)

As per my last communication with Nicholas A. Musashe (The Jander Group Inc) refusing to provide proof to the rights of the property, declining my request to continue further communication with my business attorney Michael Krus regarding the property, later placing a "unauthorized persons" eviction notice on the front door of the property during my absence (while no one was present), and recently returning to the property as of Friday, September 25th and installing a "For Lease" sign, you are hereby notified of the following;

You are hereby notified to CEASE AND DESIST any and all further unlawful acts of harassment in violation of 18 USCS § 2661A and/or state and local statutes, including, but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal and/or non-verbal attacks, including but not limited to:

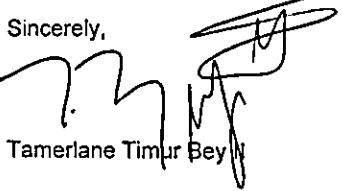
- 1) harassment either in person or via written or electronic format;
- 2) spying involving following or watching;
- 3) causing distress through threat of violence or fear of violence; and/or
- 4) calling with intent to harass.

You are hereby ordered to immediately stop any further forms of harassment as your actions violate my rights under the law. In addition, you are requested to complete and return within ten (10) business days, the written assurance below affirming that you will refrain from any further acts of harassment.

REQUEST TO CEASE AND DESIST ALL FORMS OF HARASSMENT

Failure to comply will leave me no other alternatives but to (1) contact state/local law enforcement, if applicable; and (2) pursue any and all available legal and equitable remedies available to protect me from your unlawful harassment.

For further communication please contact my attorney Debi V Rumph - The Law Offices of Debi V Rumph, 4700 Millenia Blvd, Ste 175, Orlando, Florida 32839 (407) 294-9959.

Sincerely,

Tamerlane Timur Bey


I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Signature of Individual  _____

Date 9/29/2020

Notary Public Jamel R. Parrish Title And Rank Notary Public

Date Of Commission Expiry 09/12/2022

 Jamel R. Parrish
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG258040
Expires 9/12/2022

REQUEST TO CEASE AND DESIST ALL FORMS OF HARASSMENT

Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826
(407) 625-8771
9/25/2020

The Jander Group Inc
Nicholas A. Musashe
1440 Howell Branch Road
Winter Park, Florida 32789

ATTN: The Jander Group Inc, Nicholas A. Musashe, Michael J. Westmeyer (and Associates)

As per my last communication with Nicholas A. Musashe (The Jander Group Inc) refusing to provide proof to the rights of the property, declining my request to continue further communication with my business attorney (Michael Krus) regarding the property, later placing a "unauthorized persons" eviction notice on the front door of the property during my absence (while no one was present), you are hereby notified of the following;

You are hereby notified to CEASE AND DESIST any and all further unlawful acts of harassment in violation of 18 USCS § 2661A and/or state and local statutes, including, but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal and/or non-verbal attacks, including but not limited to:

- 1) harassment either in person or via written or electronic format;
- 2) spying involving following or watching;
- 3) causing distress through threat of violence or fear of violence; and/or
- 4) calling with intent to harass.

You are hereby ordered to immediately stop any further forms of harassment as your actions violate my rights under the law. In addition, you are requested to complete and return within ten (10) business days, the written assurance below affirming that you will refrain from any further acts of harassment.

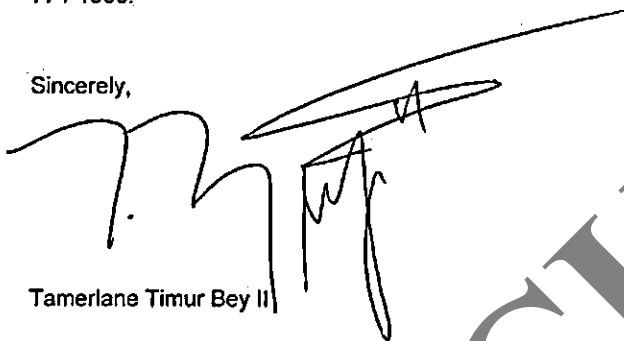
REQUEST TO CEASE AND DESIST

ALL FORMS OF HARASSMENT

Failure to comply will leave me no other alternatives but to (1) contact state/local law enforcement, if applicable; and (2) pursue any and all available legal and equitable remedies available to protect me from your unlawful harassment.

For further communication please contact my attorney Justin Infurna by phone at (800) 774-1560.

Sincerely,



Tamerlane Timur Bey II

STRICKEN

7020 1290 0000 6912 3479

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Winter Park, FL 32789

OFFICIAL USE

Certified Mail Fee	\$3.55	0375
Extra Services & Fees (check box, add fee to postage)	\$2.85	40
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$7.75	
Total Postage and Fees	\$14.15	09/25/2020

Sent To: The Dandee Group Inc
 Street and Apt. No., or PO Box No.
 446 Howell Branch Road
 City, State, ZIP+4[®]
 Winter Park, FL 32789

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

7020 1290 0000 6912 3462

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Winter Park, FL 32789

OFFICIAL USE

Certified Mail Fee	\$3.55	0375
Extra Services & Fees (check box, add fee to postage)	\$2.85	40
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$7.75	
Total Postage and Fees	\$14.15	09/25/2020

Sent To: The Dandee Group Inc
 Street and Apt. No., or PO Box No.
 446 Howell Branch Road
 City, State, ZIP+4[®]
 Winter Park, FL 32789

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

EXHIBIT 3

9/25/2020 For Sale Sign

PHOTO

STRICKEN



EXHIBIT 4


Landlord Rental Agreement Tenancy Confirmation

TEXT MESSAGE CORRESPONDENCE

STRICTLY CONFIDENTIAL

2:11

Search Edit



Oanh Vo
3708 Shawn Circle Orlando, FL 32826

message
call
video
mail
pay

phone
(407) 758-5651

home fax
(407) 557-3735

FaceTime

email
Oanhvo1231@gmail.com

Notes

Send Message

Share Contact

Favorites
Recents
Contacts
Keypal
VoiceMail

2:16

Oanh >

Mon, Oct 12, 12:12 PM

Hello. Can you tell me what's going on? Are u still lived in that place? Is everything ok?

Wed, Oct 28, 2:36 PM

Hi Oanh, I'm just reviewing your text message. I've been tending to my mother who is sick, but I'm confused by your text message. Yes, I still live at 3708 Shawn Circle we signed a one year lease which began in August 2020. So I'm just a little confused of your text message

And as I'm the only person who is and has lived at the property since I moved in. So I'm sorry but just a bit confused at this point regarding your text.

The owner change property management. They try to contact you

When I met with you I was under the impression you was the owner of the property based on our initial

Subject
iMessage

2:16

Oanh >

When I met with you I was under the impression you was the owner of the property based on our initial conversations and me sending \$7000 deposit fee for the home. It would have been better if you notified me first, but that's water under the bridge now. I thought I was being scammed because right after I paid you and signed your lease about two to three weeks later I received a call/notice from a company saying they are managers of which you didn't inform me of this. So I was confused thinking I was being scammed.

No, I didn't scam you. The owner change PM without my noticed (I text you on September 5)

If you stay you just contact the new PM

Everything will be the same just different PM

Ok so are you related to the owner of the property as to why you were

Subject
iMessage

2:16

Oanh >

of the property as to why you were able to give me a lease?

The lease sign by owner so no problem. Yes

Owner number 1(514) 524-5534

You can call and talk to her.

Ok so it's good to know you and the owner is related this brings me a little more comfort.

You will be ok

Can you give me the owners name? So when I call her

Did you know or Does the owner know that the Jander Group/PM is trying to evict me from the property?

I don't know.

(Ms Vo)

First name Nguyet

Subject
iMessage

2:16

Oanh >

First name Nguyet

Ok well I'm discussing this situation with my mom, as I've been very frustrated with this whole situation. Thank you

So sorry I didn't know she change new PM

I hope your mom doing ok

Ok so is Ms Vo your mom?

No

Ok you previously said you were related I assumed she was your mom

No, I ask your mom. Because you said your mom sick

Yes my mom is sick. But in the previous text I ask if you were related and you said yes. So I assumed Ms Vo was your mom. So no worries it's ok. However my moms is doing a little better today

Subject
iMessage

2:16

Oanh >

previous text I ask if you were related and you said yes. So assumed Ms Vo was your mom. So no worries it's ok. However my moms is doing a little better today. Thanks for the conversation

My mom just called for me and Ms. Vo gave a number to call. So I will call Timur with this court case, as I have a one year lease with you we initially signed that ends in August 2021. As I previously stated no one is living there with me, and I have not had any one living with me since I moved in and have no plans on having anyone live with me, I will continue to live there alone as I have done so from the very beginning.

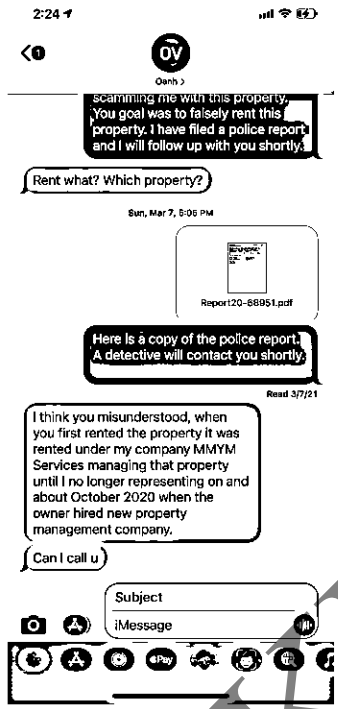
Yes

Ok Thanks

Thu, Feb 4, 4:45 PM

Rochelle Walensky | Harvard
Catalyst Profiles | Harvard
Catalyst
catalyst.harvard.edu

Subject
iMessage



STRICKEN

EXHIBIT 5

Phone Records

PHONE CORRESPONDENCE

STRICKLEN

AT&T PREPAID Account History
Voice Usage Details for 347-749-1109 From 9/1/2020 to 10/1/2020

Usage	Contact	Date	Time	Duration	C
Voice mail	908-400-6990	9/1/2020	11:26:52 AM CDT	0min 28sec	
Voice mail	908-400-6990	9/1/2020	12:24:31 PM CDT	0min 5sec	
Voice mail	908-400-6990	9/1/2020	12:28:58 PM CDT	1min 54sec	
Incoming Call	407-408-6866	9/1/2020	01:20:58 PM CDT	4min 40sec	
Incoming Call	347-990-1418	9/1/2020	01:56:57 PM CDT	0min 7sec	
Voice mail	908-400-6990	9/1/2020	03:22:37 PM CDT	0min 9sec	
Incoming Call	646-257-4500	9/1/2020	04:21:18 PM CDT	8min 52sec	
Voice mail	908-400-6990	9/2/2020	10:37:12 AM CDT	0min 8sec	
Voice mail	908-400-6990	9/2/2020	02:52:04 PM CDT	0min 9sec	
Incoming Call	347-990-1505	9/2/2020	04:07:12 PM CDT	0min 4sec	
Outgoing Call	407-408-6866	9/2/2020	04:47:14 PM CDT	3min 20sec	
Outgoing Call	212-304-4500	9/3/2020	09:15:06 AM CDT	23min 25sec	
Outgoing Call	631-471-8439	9/3/2020	09:41:59 AM CDT	2min 56sec	
Voice mail	908-400-6990	9/3/2020	10:28:27 AM CDT	0min 11sec	
Incoming Call	407-408-8055	9/3/2020	10:32:41 AM CDT	1min 24sec	
Incoming Call	407-408-8055	9/3/2020	10:43:39 AM CDT	0min 45sec	
Outgoing Call	407-408-6866	9/3/2020	10:44:29 AM CDT	0min 8sec	
Outgoing Call	407-408-6866	9/3/2020	10:44:58 AM CDT	2min 18sec	
Outgoing Call	407-408-8055	9/3/2020	11:14:57 AM CDT	1min 20sec	
Incoming Call	407-628-2500	9/3/2020	01:10:46 PM CDT	27min 57sec	
Outgoing Call	407-488-2801	9/3/2020	01:38:51 PM CDT	0min 11sec	
Outgoing Call	407-628-2500	9/3/2020	02:35:54 PM CDT	5min 11sec	
Outgoing Call	646-287-8516	9/3/2020	10:04:40 PM CDT	0min 32sec	
Voice mail	908-400-6990	9/4/2020	06:17:43 AM CDT	0min 2sec	
Voice mail	908-400-6990	9/4/2020	07:52:14 AM CDT	0min 24sec	
Voice mail	908-400-6990	9/4/2020	08:23:09 AM CDT	0min 5sec	
Incoming Call	347-783-5459	9/4/2020	09:01:55 AM CDT	0min 2sec	
Outgoing Call	212-504-4002	9/4/2020	09:07:58 AM CDT	2min 8sec	
Voice mail	908-400-6990	9/4/2020	09:47:28 AM CDT	0min 9sec	
Outgoing Call	718-670-2530	9/4/2020	10:27:37 AM CDT	3min 26sec	
Outgoing Call	212-504-4002	9/4/2020	12:17:16 PM CDT	15min 37sec	
Outgoing Call	407-823-3088	9/4/2020	01:10:28 PM CDT	4min 56sec	
Incoming Call	347-990-1364	9/4/2020	01:27:17 PM CDT	0min 11sec	
Outgoing Call	407-254-7000	9/4/2020	01:27:59 PM CDT	8min 46sec	

EXHIBIT 6

Threat of Eviction
EMAIL CORRESPONDENCE

STRICKLEN

From: Nicholas Musashe nicholas@jandergroup.com
Subject: RE: 3708 Shawn Circle
Date: Oct 5, 2020 at 3:39:52 PM
To: How-To with Timur tbeyii@gmail.com
Cc: carolynstover@gmail.com, Michael Westmeyer
michael@jandergroup.com, Jennifer Beaman Clark
jennbclark@gmail.com

Mr. Bey:

Thank you for this email of explanation but, as I outlined below, please direct your communications to Ms. Clark because she is the person who is handling this matter at this time. If you are able to successfully sort this out with her then, at that time, we (Jander) will recommence direct and sole communication with you once again. Until and unless that happens, however, Ms. Clark is your point of contact and she is the person who is handling your eviction processing. Please go on our website (www.jandergroup.com), download our standard rental application, complete it, and submit it with your communication to Ms. Clark so that it can be used in the evaluation process. You do NOT need to submit an application fee of any sort. The application is for informational purposes only so that it can be determined who is who in regard to the property. When you respond to Ms. Clark please tell her why you originally informed Andrew from our office that you had other people staying with you in the home, and you now state that you are the sole occupant. That discrepancy will need to be cleared up for certain, especially in light of the fact that we are presently viewing your website that advertises rooms for rent in that home. We are curious how you can actively advertise rooms for rent via the internet, yet simultaneously assert that you are doing no such thing.

Nicholas A. Musashe

From: How-To with Timur <tbeyii@gmail.com>
Sent: Monday, October 5, 2020 2:57 PM
To: Nicholas Musashe <nicholas@jandergroup.com>
Subject: Re: 3708 Shawn Circle

Yes it was my mother I just wrote the email this way as to make it easier with the email, When my mother spoke on my behalf which is fine because she has power of Attorney to do so. I understand your position and as I stated, I have been scammed before and was afraid that was happening again. I am the only tenant in the property and has been the only tenant since day one. I am willing to stay in the property and move forward as I previously was prepared to do when I signed the initial 1 year lease.

Thank you

Tamerlane Bey

On Oct 5, 2020, at 12:07 PM, Nicholas Musashe <nicholas@jandergroup.com> wrote:

Mr. Bey:

Michael forwarded your email to me for response because the subject matter of your request falls into my area of responsibility. Both Michael and I are confused by your email because it implies that you and Michael had a telephone conversation on Friday afternoon, yet Michael spoke with a person claiming to be your mother, and not to you, on Friday afternoon. There always seems to be some kind of disconnect with you when we attempt communication and, frankly, that is very troubling to us. I assure you that we are not a "scam operation" and we are not attempting to scam anybody, least of all you. We are simply putting the management of the property into good order for the owner. The first step in that process is ascertaining exactly who is in the property. As you know, your complete lack of cooperation in that regard is exactly what got us to where we now are. You were given a very courteous and professional letter of introduction from us, you were given a valid and legal thirty day notice of lease termination as clearly provided for in your lease agreement with the former agent for the property owner, and you were given an opportunity to take the steps necessary to remain in the property. You were also served with a statutorily prescribed lease violation notice in regard to unauthorized occupants in the property. Your response was to send us several repetitive, non-responsive, threatening communications by overnight delivery. Each letter varied in substance only by listing a different attorney to contact each time. Attempts were made by us to contact that various and ever-changing list of attorneys, yet all of them failed to respond to our contact attempts. If they are in fact your attorneys, they have failed to indicate that to us in any manner whatsoever.

Your lease for the property located at 3708 Shawn Circle was terminated effective September 30, 2020. You are now a hold-over tenant and we have referred your file to our attorney for eviction. Our attorney's name is Jennifer Beaman Clark and, unlike your attorneys, I assure you that she will acknowledge that fact and respond to your contacts or, better yet, to your attorney's contacts. Please refer all future communications to her office going forward. She has your file now, and she is the person to whom you will need to communicate. Her contact information is as follows:

Jennifer Beaman Clark, ESQ.
Marvin L. Beaman, Jr., P.A.

605 North Wymore Road
Winter Park, Florida 32789
(407) 628-4200 / (407) 740-8402 fax

jennbclark@gmail.com

At this point there is nothing that either Michael or I can do for you. You will need to work through Ms. Clark going forward. Thank you.

Nicholas A. Musashe
President
The Jander Group, Inc.
1440 Howell Branch Road
Winter Park, Florida 32789

(407) 628-2500 Phone
(407) 628-2541 Fax

nicholas@jandergroup.com
www.jandergroup.com

Begin forwarded message:

From: How-To with Timur <tbeyii@gmail.com>
Date: October 2, 2020 at 4:39:28 PM EDT
To: Michael Westmeyer <michael@jandergroup.com>
Cc: Carolyn Stover <carolyndstover@gmail.com>
Subject: 3708 Shawn Circle

Attn: Michael Westmeyer

I appreciate the conversation on today. I want to first apologize for the miscommunications, I panicked thinking I was was being scammed out my money due to me just signing a lease with the effective begin date of August 2020, then thinking your company was trying to get more money out of me with doing another application, I truly thought that this was a scamming issue, which made me go on a complete panick mode. I would like to move forward by staying in the property an understanding that the owner

hired you to manage her properties. I have been scammed out of monies before and was afraid this was happening again.

Since my understanding now is clear that I'm not be scammed, I want to move forward with your process as you stated on the conversation today, with me already being in the unit under the clause "grandfathered in" and not having to be re-evaluated for an approval process, and you only need my info on file due to you managing the property now.

So once again I truly apologize for the level of misunderstanding. Please forward me the documents to sign.

Sincerely

Tamerlane T Bey

STRICKEN

EXHIBIT 7

Violation of Cease & Desist Notices

VIDEO FOOTAGE

STRICKEN

The following link is being provided as evidence on record which contains video footage relevant to CASE NO.: 2020-CC-009382-O.

<https://youtu.be/UaykNwqtrjw>

STRICKLEN

EXHIBIT 8

PROOF OF PAYMENT

STRICTLY CONFIDENTIAL

7:42 LTE

Cancel

All Mailboxes Current Mailbox

Oanh Vo 8/11/20 >
[i] Signing invite: tbeyii@gmail.com
Oanh Vo has invited Bey Tamerlane to sign:
tbeyii@gmail.com Hi, This is lease contract for 370...

CoHostStudents.com Customer S... 8/6/20 >
3708 Shawn Circle Lease Orlando, Fl 32826 Lease...
Hi Oanh, You can reply with the lease to this email as
well as contact me for anything for related to the pr...

Bank of America 7/27/20 >
[i] You sent \$1,750.00 to Oanh Vo
You sent \$1,750.00 to Oanh Vo sent from account
ending in 2636 to oanhvo1231@gmail.com Messag...

Bank of America 7/27/20 >
[i] You sent \$1,750.00 to Oanh Vo
You sent \$1,750.00 to Oanh Vo sent from account
ending in 2636 to oanhvo1231@gmail.com Messag...

Timur Bey II 7/26/20 [i]
3708 Shawn Circle [i]
Hi Oanh Vo, I attached the documents requested. Mr.
Bey

Timur & Oanh 7/26/20 [i]
[i] Bey II Paystub 06.06.2020 [i]

Timur Bey II 7/20/20 >
Bey II Paystub 06.20.2020 [i]

Edit

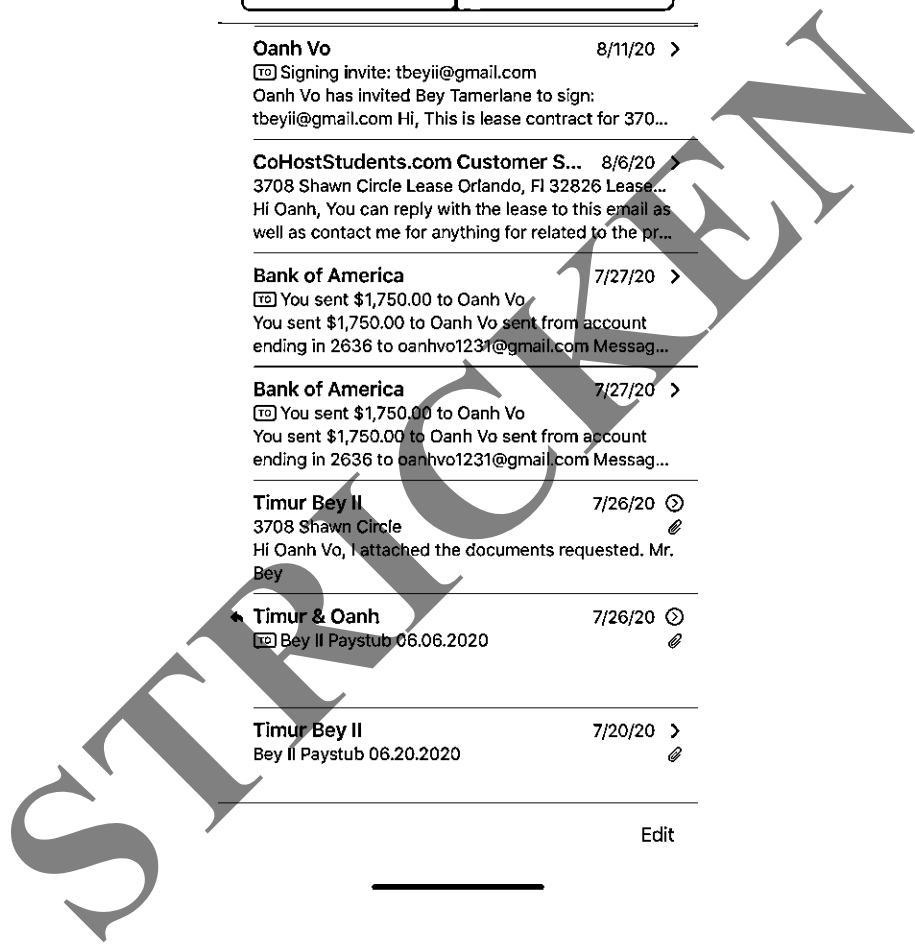


EXHIBIT 9

Termination and Violation Notice
NOTICE

STRICKEN

GREATER ORLANDO MAIN OFFICE
 1440 HOWELL BRANCH ROAD
 WINTER PARK, FLORIDA 32789
 (407) 628-2500
 FAX: (407) 628-2541



**PROPERTY ACQUISITION
 & MANAGEMENT**

MID-SOUTH BRANCH OFFICE
 1813 STATE HIGHWAY 77
 MARION, ARKANSAS 72364
 (901) 428-3000
 FAX: (870) 559-3141

September 1, 2020

VIA USPS FIRST CLASS MAIL AND HAND DELIVERY

Tamberlane Timur Bey II
 3708 Shawn Circle
 Orlando, FL 32826

RE: New Management and 30 Day Notice - 3708 Shawn Circle

Dear Tamberlane:

Last week, the owner of your rental home hired The Jander Group, Inc. to professionally manage her property located at 3708 Shawn Circle. We were provided with a copy of your lease agreement dated July 26, 2020. Per that lease agreement (specifically Section **3. Termination**), please accept this letter as our technical written notice to terminate your existing lease effective September 30, 2020.

The Jander Group, Inc. currently would like to offer you the ability to sign a new lease agreement, which would begin October 1, 2020, and we are willing to keep your monthly rental rate at the current amount of seventeen hundred fifty dollars (\$1,750.00). If you desire to continue living the home, the next step is for you to promptly provide us with your full identifying information in order for our staff to properly prepare the new lease agreement. The most efficient way for you to provide all of your information is to complete our standard lease application form. Please note that we will not charge you the \$70 lease application fee since we will not be formally processing the lease application.

If you are not able to promptly complete a new lease agreement, you will need to vacate the home per this termination notice. Specifically, you are required to vacate the house in a maid-clean condition, remove all of your possessions from the premises, and return your keys to our Greater Orlando Office by no later than 5:00 PM on September 30, 2020.

Your current lease agreement states that you already paid your September 2020 rental payment, which we will confirm receipt with the property owner.

The quickest way to contact me is via email - andrew@jandergroup.com - with any questions. If you prefer to talk on the phone, I may be reached directly at (407) 628-2500 extension 300.

Sincerely,

THE JANDER GROUP, INC.

ANMusashe

Andrew Musashe

www.jandergroup.com

GREATER ORLANDO MAIN OFFICE
1440 HOWELL BRANCH ROAD
WINTER PARK, FLORIDA 32789
(407) 628-2500
FAX: (407) 628-2541



MID-SOUTH BRANCH OFFICE
1813 STATE HIGHWAY 77
MARION, ARKANSAS 72364
(901) 428-3000
FAX: (870) 659-3141

September 10, 2020
Mr. Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826

RE: NOTICE OF VIOLATION

Dear Tamerlane:

You are hereby notified that you are in default in your obligations with respect to the premises located at 3708 Shawn Circle, Orlando, Orange County, Florida 32826 which you now lease from The Jander Group, Inc., as agent for the property owner, under a rental agreement dated July 26, 2020 as follows:

- 1.) Allowing (an) unauthorized occupant(s) upon the premises and subleasing the property.

Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve (12) months, your tenancy is subject to termination without you being given an opportunity to cure the noncompliance.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,
THE JANDER GROUP, INC.

Nicholas A. Musashe
Nicholas A. Musashe
President

I hereby certify that a true and correct copy of the foregoing notice was served upon the above named resident at the above address this 10th day of September, 2020 by hand delivering a copy of that letter to the resident/property.

Michael J. Westmeyer
Michael J. Westmeyer

EXHIBIT 10

Original Lease
LEASE

STRICKEN

LEASE AGREEMENT

THIS INDENTURE, made and entered into this July 26th, 2018 by and between THI NGUYET VO hereinafter referred to as **LESSOR** and

Name	Social Number	Date of Birth
BEY TAMERLANE T	108 76 1353	04/02/1989

hereinafter referred to as **LESSEE**.

DESCRIPTION: WHEREFORE, for and in consideration of the mutual covenants herein, the parties hereto agree as follows: The **LESSOR** and/ or Owner hereby leases to the **LESSEE** the following described premises:

at 3708 SHAWN CIR, ORLANDO FL 32826

TERM: The initial term of the Agreement shall begin, August 01, 2020 and end on 12 AM July 31, 2019

At and for the agreed gross rental in the amount of:

RENT: \$ 5250.00 Payable as follows:
 \$ 1750.00 Deposit
 \$ 1750.00 Move in August 01, 2020
 \$ 1750.00 Last Month rent

And \$ 1750.00 due on or before the first **day of each** (month); thereafter for \$ 1750.00 due on or before the 5th day of each calendar month for the duration of the lease. That is One-year contract with option to renew at the same condition.

LATE PAYMENTS AND RETURNED CHECKS: Time is of the essence of this agreement and if not paid by the 4TH day of each calendar month, LESSEE agrees to pay 10% of the monthly rent for day four and \$47.00 (Forty seven) Dollars each day after the 4 day that payment is late. If check is dishonored for any reason rent will be considered late and subject to a returned check fee of \$ 50.00 (Fifty) in addition to all late fees. All future rent and charges shall be paid in the form of cashier's check, cash or money order. And send to

THI NGUYET VO
 7406 Chelsea Harbour Dr
 ORLANDO FL 32829
 Direct deposit to: TD BANK 4319271419

QUIET ENJOYMENT: The LESSOR and/or Owner covenants with the LESSEE that the LESSEE paying rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this agreement without let, hindrance,

EXHIBIT 11

The Centers For Disease Control And Prevention Department Of Health
And Human Services Order Under Section 361 Of The Public Health
Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2
Temporary Halt In Residential Evictions To Prevent The Further Spread
Of CoVid19

FEDERAL COURT ORDER

**CENTERS FOR DISEASE CONTROL AND PREVENTION
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**ORDER UNDER SECTION 361
OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264)
AND 42 CODE OF FEDERAL REGULATIONS 70.2**

**TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO
PREVENT THE FURTHER SPREAD OF COVID-19**

SUMMARY

Subject to the limitations under “Applicability,” a landlord, owner of a residential property, or other person¹ with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

DEFINITIONS

“*Available government assistance*” means any governmental rental or housing payment benefits available to the individual or any household member.

“*Available housing*” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to such individual.

“*Covered person*”² means any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person with a legal right to pursue eviction or a possessory action,³ a declaration under penalty of perjury indicating that:

¹ For purposes of this Order, “person” includes corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals.

² This definition is based on factors that are known to contribute to evictions and thus increase the need for individuals to move into close quarters in new congregate or shared living arrangements or experience homelessness. Individuals who suffer job loss, have limited financial resources, are low income, or have high out-of-pocket medical expenses are more likely to be evicted for nonpayment of rent than others not experiencing these factors. See Desmond, M., Gershenson, C., Who gets evicted? Assessing individual, neighborhood, and network factors, *Soc Sci Res.* 2017;62:362-377. doi:10.1016/j.ssresearch.2016.08.017, (identifying job loss as a possible predictor of eviction because renters who lose their jobs experience not only a sudden loss of income but also the loss of predictable future income). According to one survey, over one quarter (26%) of respondents also identified job loss as the primary cause of homelessness. See *2019 San Francisco Homeless Count & Survey Comprehensive Report*, Applied Survey Research, at 22, https://hsh.sfgov.org/wp-content/uploads/2020/01/2019HIRDReport_SanFrancisco_FinalDraft-1.pdf. (last viewed Mar. 24, 2021).

³ As used throughout this Order, this would include, without limitation, an agent or attorney acting on behalf of the landlord or the owner of the residential property.

(1) The individual has used best efforts to obtain all available government assistance for rent or housing;

(2) The individual either (i) earned no more than \$99,000 (or \$198,000 if filing jointly) in Calendar Year 2020, or expects to earn no more than \$99,000 in annual income for Calendar Year 2021 (or no more than \$198,000 if filing a joint tax return),⁴ (ii) was not required to report any income in 2020 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check).^{5,6}

(3) The individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary⁷ out-of-pocket medical expenses;

(4) The individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; and

(5) Eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

“*Evict*” and “*Eviction*” means any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action, to remove or cause the removal of a covered person from a residential property. This definition also does not prohibit foreclosure on a home mortgage.

⁴ According to one study, the national two-bedroom housing wage in 2020 was \$23.96 per hour (approximately, \$49,837 annually), meaning that an hourly wage of \$23.96 was needed to afford a modest two-bedroom house without spending more than 30% of one's income on rent. The hourly wage needed in Hawaii (the highest cost U.S. State for rent) was \$38.76 (approximately \$80,621 annually). See *Out of Reach: How Much do you Need to Earn to Afford a Modest Apartment in Your State?*, National Low Income Housing Coalition, <https://reports.nlihc.org/oor> (last visited Mar. 23, 2021). As further explained herein, because this Order is intended to serve the critical public health goal of preventing evicted individuals from potentially contributing to the interstate spread of COVID-19 through movement into close quarters in new congregate, shared housing settings, or through homelessness, the higher income thresholds listed here have been determined to better serve this goal.

⁵ “Stimulus check” includes payments made pursuant to Section 2201 of the CARES Act, to Section 9601 of the American Rescue Plan Act of 2021, or to any similar federally authorized payments made to individual natural persons in 2020 and 2021. Eligibility for the 2020 or 2021 stimulus checks has been based on an income that is equal to or lower than the income thresholds described above and does not change or expand who is a covered person under this Order since it was entered into on September 4, 2020.

⁶ A person is likely to qualify for protection under this Order if they receive the following benefits: a) Temporary Assistance for Needy Families (TANF); b) Supplemental Nutrition Assistance Program (SNAP); c) Supplemental Security Income (SSI); or d) Supplemental Security Disability Income (SSDI) to the extent that income limits for these programs are less than or equal to the income limits for this Order. However, it is the individual's responsibility to verify that their income is within the income limits described.

⁷ Extraordinary expenses are defined as those that prevented you from paying some or all of your rent or providing for other basic necessities like food security. To qualify as an extraordinary medical expense, the unreimbursed medical expense is on that is likely to exceed 7.5% of one's adjusted gross income for the year.

“Residential property” means any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park,⁸ or similar dwelling leased for residential purposes, but shall not include any hotel, motel, or other guest house rented to a temporary guest or seasonal tenant as defined under the laws of the state, territorial, tribal, or local jurisdiction.

“State” shall have the same definition as under 42 CFR 70.1, meaning “any of the 50 states, plus the District of Columbia.”

“U.S. territory” shall have the same definition as under 42 CFR 70.1, meaning “any territory (also known as possessions) of the United States, including American Samoa, Guam, the Northern Mariana Islands, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.”

STATEMENT OF INTENT

This Order shall be interpreted and implemented in a manner as to achieve the following objectives:

- Mitigating the spread of COVID-19 within crowded, congregate or shared living settings, or through unsheltered homelessness;
- Mitigating the further spread of COVID-19 from one state or territory into any other state or territory;
- Mitigating the further spread of COVID-19 by temporarily suspending the eviction of covered persons from residential property for nonpayment of rent; and
- Supporting response efforts to COVID-19 at the federal, state, local, territorial, and tribal levels.

BACKGROUND

There is currently a pandemic of a respiratory disease (“COVID-19”) caused by a novel coronavirus (SARS-COV-2) that has now spread globally, including cases reported in all fifty states within the United States, plus the District of Columbia and U.S. territories. As of March 25, 2021, there have been almost 125 million cases of COVID-19 globally, resulting in over 2,700,000 deaths.⁹ Over 29,700,000 cases have been identified in the United States, with new cases reported daily, and over 540,000 deaths due to the disease.¹⁰ Although transmission has decreased since a peak in January 2021, the current number of cases per day remains almost twice as high as the initial peak in April 2020 and transmission rates are similar to the second peak in July 2020.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Individuals without symptoms can

⁸ Mobile home parks may also be referred to as manufactured housing communities.

⁹ *COVID-19 Dashboard by the Center for Systems Science and Engineering (CSSE) at Johns Hopkins University (JHU)*, Johns Hopkins Coronavirus Resource Center, <https://coronavirus.jhu.edu/map.html> (last visited Mar. 25, 2021).

¹⁰ *COVID Data Tracker*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#datatracker-home> (last visited Mar. 25, 2021).

also spread the virus.¹¹ Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions (e.g. cancer, obesity, serious heart conditions, or diabetes) are at increased risk for severe illness from COVID-19.¹²

COVID-19 presents a historic threat to public health, and COVID-19 cases have been detected in every county in the continental United States.¹³ Between December 2020 and January 2021, the number of deaths per day from COVID-19 consistently exceeded any other cause.¹⁴ Although transmission levels have decreased since January, between February 25 and March 25, 2021, the daily incidence of COVID-19 remained comparable to the summer peak of transmission in July 2020, which is higher than the daily incidence when the Order initially took effect in September, 2020. Furthermore, 37% of counties in the United States are categorized as experiencing “high” transmission (over 100 cases per 100,000 people or greater than 10% test positivity) and an additional 30% of counties are categorized as experiencing “substantial” transmission (50-99.99 cases per 100,000 people or 8-9.99% test positivity).¹⁵ No counties are currently considered free of spread, and only 8% of counties are considered to have low transmission.¹⁶

Two-dose mRNA COVID-19 vaccination became available in December 2020 and as of March 27, 2021 over 50 million people in the United States (more than 15% of the population) have been fully immunized.¹⁷ In February 2021, a single dose COVID-19 vaccine also became available. CDC continues to update guidance for COVID-19 precautions among individuals who have been fully vaccinated; however, currently there are no recommended changes to COVID-19 prevention recommendations related to activities in public, such as avoiding crowded and poorly ventilated places. This is particularly important given continued transmission. Even as COVID-19 vaccines continue to be distributed, it remains critical to maintain COVID-19 precautions to avoid further rises in transmission and to guard against yet another increase in the rates of new infections. It is important to note that despite higher rates of vaccine coverage, the simultaneous roll-back of community mitigation efforts may continue to expose vulnerable populations, such as those targeted in this Order, to higher-than-average COVID-19 rates. It is important to note that despite higher rates of vaccine coverage, the simultaneous roll-back of community

¹¹ Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. *JAMA Netw Open*. 2021;4(1):e2035057. doi:10.1001/jamanetworkopen.2020.35057

¹² *People with Certain Medical Conditions*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (last updated Mar. 15, 2021).

¹³ *US COVID-19 cases and deaths by state*, USAFacts, <https://usafacts.org/visualizations/coronavirus-covid-19-spread-map/> (last visited Mar. 24, 2021).

¹⁴ Woolf SH, Chapman DA, Lee JH. COVID-19 as the Leading Cause of Death in the United States. *JAMA*. 2021;325(2):123–124. doi:10.1001/jama.2020.24865

¹⁵ *COVID-19 Integrated County View*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#county-view> (last visited Mar. 22, 2021).

¹⁶ *Id.*

¹⁷ *Id.*

mitigation efforts may continue to expose vulnerable populations, such as those targeted in this Order, to higher-than-average COVID-19 rates.¹⁸

In recent months, new variants of SARS-CoV-2 have also emerged globally.¹⁹ Epidemiological evaluation of these variants shows increased transmissibility as well as possible increased mortality. The current substantial levels of transmission and the emergence of variants highlight the persistent and dynamic nature of the pandemic and the need for continued protections.

To respond to this public health threat, Federal, state, and local governments have taken unprecedented or exceedingly rare actions, including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. In particular, the COVID-19 pandemic has triggered unprecedented restrictions on interstate and foreign travel. For example, many states require travelers arriving from other states to obtain negative test results and/or quarantine upon arrival.²⁰ For international travel, all passengers age two or older—including U.S. citizens—must obtain a negative test result or show proof of recovery before they may board a flight to the United States.²¹ Despite the need for travel precautions, airport use has increased in recent weeks, leading to heightened concerns of interstate transmission.²² SARS-CoV-2 transmission, behavior change, and travel restrictions have devastated industries that depend on the movement of people, such as the travel, leisure, and hospitality.²³ Ten months after the initial wave of closures due to COVID-19, over 16 percent of the hospitality and leisure sector's labor force was unemployed.²⁴ The persistent spread of COVID-19 continues to necessitate preventive action.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow state and local authorities to more easily implement, as needed, stay-at-home and social distancing directives to mitigate the community spread of COVID-19.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. 116-136) to aid individuals and businesses adversely affected by COVID-19 in March 2020.

¹⁸ *COVID Data Tracker*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#datatracker-home> (last visited Mar. 25, 2021).

¹⁹ Abdool Karim SS, de Oliveira T. New SARS-CoV-2 Variants - Clinical, Public Health, and Vaccine Implications [published online ahead of print, 2021 Mar 24]. *N Engl J Med*. 2021;10.1056/NEJMc2100362. doi:10.1056/NEJMc2100362.

²⁰ *Travel During COVID-19*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html> (last updated Feb. 16, 2021).

²¹ *Id.*

²² Cecelia Smith-Schoenwalder, *CDC Urges Americans to Avoid Travel as Airport Screenings Approach Pandemic Peak*, U.S. News, <https://www.usnews.com/news/health-news/articles/2021-03-22/cdc-urges-americans-to-avoid-travel-as-airport-screenings-approach-pandemic-peak> (last visited Mar. 26, 2021).

²³ Aaron Klein & Ember Smith, *Explaining the economic impact of COVID-19: Core industries and the Hispanic workforce*, Brookings Institute, <https://www.brookings.edu/research/explaining-the-economic-impact-of-covid-19-core-industries-and-the-hispanic-workforce/> (last visited Mar. 23, 2021).

²⁴ *Labor Force Statistics from the Current Population Survey*, U.S. Bureau of Labor Statistics, <https://www.bls.gov/web/empsit/cpsceca31.htm> (last updated Mar. 5, 2021).

Section 4024 of the CARES Act provided a 120-day moratorium on eviction filings as well as other protections for tenants in certain rental properties with federal assistance or federally related financing. These protections helped alleviate the public health consequences of tenant displacement during the COVID-19 pandemic. The CARES Act eviction moratorium expired on July 24, 2020. The protections in the CARES Act supplemented temporary eviction moratoria and rent freezes implemented by governors and other local officials using emergency powers.

Researchers estimated that this temporary federal moratorium provided relief to a material portion of the nation's roughly 43 million renters.²⁵ The CARES act also provided funding streams for emergency rental assistance; surveys estimate that this assistance became available to the public through rental assistance programs by July 2020.²⁶

The federal moratorium provided by the CARES Act, however, did not reach all renters. Many renters who fell outside the scope of the Federal moratorium were instead protected under state and local moratoria. In August, it was estimated that as many as 30-40 million people in America could be at risk of eviction.²⁷ In early March, 2021, the Census Household Pulse Survey estimated that over 4 million adults who are not current on rent perceive that they are at imminent risk of eviction.²⁸ A wave of evictions on that scale would be unprecedented in modern times.²⁹ A large portion of those who are evicted may move into close quarters in shared housing or, as discussed below, become homeless, thus becoming at higher risk of COVID-19.

On September 4, 2020, the CDC Director issued an Order temporarily halting evictions in the United States for the reasons described therein. That Order was set to expire on December 31, 2020, subject to further extension, modification, or rescission. Section 502 of Title V, Division N of the Consolidated Appropriations Act, 2021 extended the Order until January 31, 2021. With the extension of the Order, Congress also provided \$25 billion for emergency rental assistance for the payment of rent and rental arrears. Congress later provided an additional \$21.55 billion in emergency rental assistance when it passed the American Rescue Plan.

On January 29, 2021, following an assessment of the ongoing pandemic, the CDC Director renewed the Order until March 31, 2021. This Order further extends and modifies the prior Eviction Moratoria until June 30, 2021, for the reasons described herein, subject to revision

²⁵ See *CARES Act Eviction Moratorium*, Congressional Research Service, <https://crsreports.congress.gov/product/pdf/IN/IN11320> (last visited Mar. 23, 2021).

²⁶ Vincent Reina et al., *COVID-19 Emergency Rental Assistance: Analysis of a National Survey of Programs*, Research Brief, https://nlihc.org/sites/default/files/HIP_NLIHC_Furman_Brief_FINAL.pdf (last visited Mar. 26, 2021).

²⁷ See Emily Benfer et al., *The COVID-19 Eviction Crisis: An Estimated 30-40 Million People in America are at Risk*, Aspen Institute, <https://www.aspeninstitute.org/blog-posts/the-covid-19-eviction-crisis-an-estimated-30-40-million-people-in-america-are-at-risk/> (last visited Mar. 23, 2021).

²⁸ *Household Pulse Survey*, United States Census Bureau, <https://www.census.gov/data-tools/demo/hhp/#/?measures=EVR> (last visited Mar. 25, 2021).

²⁹ As a baseline, approximately 900,000 renters are evicted every year in the United States. Princeton University Eviction Lab. *National Estimates: Eviction in America*, The Eviction Lab: Princeton University, <https://evictionlab.org/national-estimates/> (last visited Mar. 24, 2021).

based on the changing public health landscape. To the extent any provision of this Order conflicts with prior Orders, this Order is controlling.

Researchers estimate that, in 2020, Federal, state, and local eviction moratoria led to over one million fewer evictions than the previous year.³⁰ Additional research shows that, despite the CDC eviction moratorium leading to an estimated 50% decrease in eviction filings compared to the historical average, there have still been over 100,000 eviction filings since September, suggesting high demand and likelihood of mass evictions.³¹

EVICTION AND RISK OF COVID-19 TRANSMISSION

Evicted renters must move, which leads to multiple outcomes that increase the risk of COVID-19 spread. Specifically, many evicted renters move into close quarters in shared housing or other congregate settings. According to the Census Bureau American Housing Survey, 32% of renters reported that they would move in with friends or family members upon eviction, which would introduce new household members and potentially increase household crowding. Studies show that COVID-19 transmission occurs readily within households. The secondary attack rate in households has been estimated to be 17%, and household contacts are estimated to be 6 times more likely to become infected by an index case of COVID-19 than other close contacts. A study of pregnant women in New York City showed that women in large households (greater number of residents per household) were three times as likely to test positive for SARS-CoV-2 than those in smaller households, and those in neighborhoods with greater household crowding (>1 resident per room) were twice as likely to test positive. Throughout the United States, counties with the highest proportion of crowded households have experienced COVID-19 mortality rates 2.6 times those of counties with the lowest proportion of crowded households.

Shared housing is not limited to friends and family. It includes a broad range of settings, including transitional housing and domestic violence and abuse shelters. Special considerations exist for such housing because of the challenges of maintaining social distance. Residents often gather closely or use shared equipment, such as kitchen appliances, laundry facilities, stairwells, and elevators. Residents may have unique needs, such as disabilities, chronic health conditions, cognitive decline, or limited access to technology, and thus may find it more difficult to take actions to protect themselves from COVID-19. CDC recommends that shelters provide new residents with a clean mask, keep them isolated from others, screen for symptoms at entry, or arrange for medical evaluations as needed depending on symptoms. Accordingly, an influx of new residents at facilities that offer support services could potentially overwhelm staff and, if recommendations are not followed, lead to exposures.

Preliminary modeling projections and observational data from COVID-19 incidence comparisons across states that implemented and lifted eviction moratoria indicate that evictions substantially contribute to COVID-19 transmission. In mathematical models where eviction led exclusively to sharing housing with friends or family, lifting eviction moratoria led to a 40%

³⁰ Pete Hepburn & Rence Louis, *Preliminary Analysis: Six Months of the CDC Eviction Moratorium*, The Eviction Lab: Princeton University, <https://evictionlab.org/six-months-cdc/> (last visited Mar. 26, 2021).

³¹ *Id.*

increased risk of contracting COVID-19 among people who were evicted and those with whom they shared housing after eviction (pre-peer review). Compared to a scenario where no evictions occurred, the models also predicted a 5-50% increased risk of infection, even for those who did not share housing, as a result of increased overall transmission. The authors estimated that anywhere from 1,000 to 100,000 excess cases per million population could be attributable to evictions depending on the eviction and infection rates.

An analysis of observational data from state-based eviction moratoria in the 43 states and the District of Columbia showed significant increases in COVID-19 incidence and mortality approximately 2-3 months after eviction moratoria were lifted (pre-peer review). Specifically, the authors compared the COVID-19 incidence and mortality rates in states that lifted their moratoria with the rates in states that maintained their moratoria. In these models, the authors controlled for time-varying indicators of each state's test count as well as major public-health interventions including lifting stay-at-home orders, school closures, and mask mandates. After adjusting for these other changes, they found that the incidence of COVID-19 in states that lifted their moratoria was 1.6 times that of states that did not at 10 weeks post-lifting (95% CI 1.0, 2.3), a ratio that grew to 2.1 at ≥ 16 weeks (CI 1.1, 3.9). Similarly, they found that mortality in states that lifted their moratoria was 1.6 times that of states that did not at 7 weeks post-lifting (CI 1.2, 2.3), a ratio that grew to 5.4 at ≥ 16 weeks (CI 3.1, 9.3). The authors estimated that, nationally, over 433,000 cases of COVID-19 and over 10,000 deaths could be attributed to lifting state moratoria.³²

Although data are limited, available evidence suggests evictions lead to interstate spread of COVID-19 in two ways. First, an eviction may lead the evicted members of a household to move across state lines. Of the 35 million Americans who move each year, 15% move to a new state. Second, even if a particular eviction, standing alone, would not always result in interstate displacement, the mass evictions that would occur in the absence of this Order would inevitably increase the interstate spread of COVID-19. This Order cannot effectively mitigate interstate transmission of COVID-19 without covering intrastate evictions, as the level of spread of SARS-CoV-2 resulting from these evictions can lead to SARS-CoV-2 transmission across state borders. Moreover, intrastate spread facilitates interstate spread in the context of communicable disease spread, given the nature of infectious disease. In the aggregate, the mass-scale evictions that will likely occur in the absence of this Order will inevitably increase interstate spread of COVID-19.

EVICTION, HOMELESSNESS, AND RISK OF SEVERE DISEASE FROM COVID-19

Evicted individuals without access to support or other assistance options may become homeless, including older adults or those with underlying medical conditions, who are more at risk for severe illness from COVID-19 than the general population. In Seattle-King County, 5-15% of people experiencing homelessness between 2018 and 2020 cited eviction as the primary reason for becoming homeless. Additionally, some individuals and families who are evicted may

³² Leifheit, Kathryn M. and Linton, Sabriya L. and Raifman, Julia and Schwartz, Gabriel and Benfer, Emily and Zimmerman, Frederick J and Pollack, Craig, *Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality* (November 30, 2020). Available at SSRN: <https://ssrn.com/abstract=3739576> or <http://dx.doi.org/10.2139/ssrn.3739576>.

originally stay with family or friends, but subsequently seek homeless services. Among people who entered shelters throughout the United States in 2017, 27% were staying with family or friends beforehand.

People experiencing homelessness are at high risk for COVID-19. It may be more difficult for these persons to consistently access the necessary resources to adhere to public health recommendations to prevent COVID-19. For instance, it may not be possible to avoid certain congregate settings such as homeless shelters, or easily access facilities to engage in handwashing with soap and water.

Extensive outbreaks of COVID-19 have been identified in homeless shelters. In Seattle, Washington, a network of three related homeless shelters experienced an outbreak that led to 43 cases among residents and staff members. In Boston, Massachusetts, universal COVID-19 testing at a single shelter revealed 147 cases, representing 36% of shelter residents. COVID-19 testing in a single shelter in San Francisco led to the identification of 101 cases (67% of those tested). Data from 557 universal diagnostic testing events at homeless shelters in 21 states show an average of 6% positivity among shelter clients. Data comparing the incidence or severity of COVID-19 among people experiencing homelessness directly to the general population are limited. However, during the 15-day period of the outbreak in Boston, MA, researchers estimated a cumulative incidence of 46.3 cases of COVID-19 per 1000 persons experiencing homelessness, as compared to 1.9 cases per 1000 among Massachusetts adults (pre-print).

CDC guidance recommends increasing physical distance between beds in homeless shelters. To adhere to this guidance, shelters have limited the number of people served throughout the United States. In many places, considerably fewer beds are available to individuals who become homeless. Shelters that do not adhere to the guidance, and operate at ordinary or increased occupancy, are at greater risk for the types of outbreaks described above. The challenge of mitigating disease transmission in homeless shelters has been compounded because some organizations have chosen to stop or limit volunteer access and participation.

In the context of the current pandemic, large increases in evictions resulting in homelessness could have at least two potential negative consequences. One is if homeless shelters increase occupancy in ways that increase the exposure risk to COVID-19. The other is if homeless shelters limit new admissions, leading to increases in unsheltered homelessness, which is associated with significantly heightened risk of mortality generally. Neither consequence is in the interest of the public health.

Additionally, research suggests that the population of persons who would be evicted and those experiencing homelessness may be at risk of severe disease from COVID-19. Five studies have shown an association between eviction and hypertension, which has been associated with more severe outcomes from COVID-19. Also, people experiencing homelessness often have underlying conditions that increase their risk of severe outcomes of COVID-19. Among patients with COVID-19, homelessness has been associated with increased likelihood of hospitalization.

In short, evictions threaten to increase the spread of COVID-19 as they force people to move, often into close quarters in new shared housing settings with friends or family, or congregate

settings such as homeless shelters. The ability of these settings to adhere to best practices, such as social distancing and other infection control measures, decreases as populations increase.

MODIFICATIONS

In addition to extending the effective period of the prior orders, this Order makes several modifications. A description of each modification follows:

CDC added a statement in the “Statement of Intent” section consistent with the clarification of the “Evict” and “Eviction” definitions. The statement now specifically clarifies that one intended purpose of this Order is to mitigate the spread of COVID-19 by temporarily suspending the eviction of covered persons from residential property for nonpayment of rent.

CDC modified the “Applicability” section to add the following points:

A signed declaration submitted under a previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

Evictions for nonpayment of rent initiated prior to September 4, 2020, but not yet completed are subject to this Order, but those that were completed before September 4, 2020, are not subject to the Order.

While the Order does not prohibit evictions for engaging in criminal activity while on the leased premises, covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property despite nonpayment of rent.

Individuals who are confirmed to have, who have been exposed to, or who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on grounds that they pose a health or safety threat to other residents.

Even if a particular eviction, standing alone, would not always result in interstate displacement, the mass evictions that would occur in the absence of this Order would inevitably increase the interstate spread of COVID-19. Moreover, increases in intrastate spread further facilitate interstate spread in the context of communicable disease spread.

The “Background,” “Eviction and Risk of COVID-19 Infection” and “Eviction, Homelessness, and Risk of Severe Disease from COVID-19” subsections have been revised to reflect updated epidemiological and other relevant information in support of this Order.

CDC added a new section titled “Declaration Forms” with the following points:

To qualify as a covered person eligible for the protections of this Order, a tenant, lessee, or resident of a residential property must provide a completed and signed copy of a declaration with the elements listed in the definition of “Covered Person” to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed.

Tenants, lessees, or residents of a residential property may use any written document in place of the Declaration Form if it includes the required information as in the Form, is signed, and includes a perjury statement.

Tenants, lessees, or residents of a residential property can use a form translated into other Languages.

In some circumstances, it may be appropriate for one member of the residence to provide an executed declaration on behalf of the other adult residents who are party to the lease, rental agreement, or housing contract.

CDC modified the “Findings and Action” section to, among other things, further explain that this Order is not a rule within the meaning of the Administrative Procedure Act and, to the extent a court finds that the Order qualifies as a rule, there is good cause to dispense with prior public notice and comment.

APPLICABILITY

This Order does not apply in any state, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order or to the extent its application is prohibited by federal court order. In accordance with 42 U.S.C. 264(e), this Order does not preclude state, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents;³³ (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

³³ Individuals who might have COVID-19 are advised to stay home except to get medical care. Accordingly, individuals who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on the ground that they may pose a health or safety threat to other residents. See *What to Do if You are Sick*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html> (last updated Mar. 17, 2021).

A signed declaration submitted under a previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

Any evictions for nonpayment of rent initiated prior to September 4, 2020, but not yet completed, are subject to this Order. Any tenant, lessee, or resident of a residential property who qualifies as a “Covered Person” and is still present in a rental unit is entitled to protections under this Order. Any eviction that was completed prior to September 4, 2020, is not subject to this Order.

Under this Order, covered persons may be evicted for engaging in criminal activity while on the premises. But covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property for nonpayment of rent. Permitting such evictions would result in substantially more evictions overall, thus increasing the risk of disease transmission as otherwise covered persons move into congregate settings or experience homelessness. This result would be contrary to the stated objectives of this Order, and therefore would diminish their effectiveness. Moreover, to the extent such criminal trespass laws are invoked to establish criminal activity solely based on a tenant, lessee, or resident of a residential property remaining in a residential property despite the nonpayment of rent, such invocation conflicts with this Order and is preempted pursuant to 42 U.S.C. 264(e).

Individuals who are confirmed to have, who have been exposed to, or who might have COVID-19 and take reasonable precautions to not spread the disease may not be evicted on grounds that they may pose a health or safety threat to other residents.

The Order is extended through June 30, 2021, based on the current and projected epidemiological context of SARS-CoV-2 transmission throughout the United States. Although daily incidence of COVID-19 decreased and plateaued between January and March 25, 2021, widespread transmission continues at high levels, making the Order still necessary, especially given that previous plateaus have led to secondary and tertiary phases of acceleration. Furthermore, the number of deaths per day continues at levels comparable to or higher than when this Order was established in September 2020.³⁴ This 90-day extension will allow the assessment of natural changes to COVID-19 incidence, the influences of new variants, and the expansion of COVID-19 vaccine coverage to determine if there is a continued need for a national eviction moratorium.

DECLARATION FORMS

To qualify for the protections of this Order, a tenant, lessee, or resident of a residential property must provide a completed and signed copy of a declaration with the elements listed in the definition of “Covered person” to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. To

³⁴ *Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory*, Centers for Disease Control and Prevention, https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendsdeaths (last visited Mar. 22, 2021).

assist tenants and landlords, the CDC created a standardized declaration form that can be downloaded here: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>.

Tenants, lessees, and residents of residential property are not obligated to use the CDC form. Any written document that an eligible tenant, lessee, or residents of residential property presents to their landlord will comply with this Order, as long as it contains the required elements of “Covered person” as described in this order. In addition, tenants, lessees, and residents of residential property are allowed to declare in writing that they meet the elements of covered person in other languages.

All declarations, regardless of form used, must be signed, and must include a statement that the tenant, lessee, or resident of a residential property understands that they could be liable for perjury for any false or misleading statements or omissions in the declaration. This Order does not preclude a landlord challenging the truthfulness of a tenant’s, lessee’s, or resident’s declaration in court, as permitted under state or local law.

In certain circumstances, such as individuals filing a joint tax return, it may be appropriate for one member of the residence to provide an executed declaration on behalf of the other adult residents party to the lease, rental agreement, or housing contract. The declaration may be signed and transmitted either electronically or by hard copy.

FINDINGS AND ACTION

For the reasons described herein, I am extending and modifying the September 4, 2020 Order, as extended by section 502 of Title V, Division N of the Consolidated Appropriations Act, 2021 and further extended by the January 29, 2021 Order. I have determined that extending the temporary halt in evictions in this Order constitutes a reasonably necessary measure under 42 CFR 70.2 to prevent the further spread of COVID-19 throughout the United States. I have further determined that measures by states, localities, or territories that do not meet or exceed these minimum protections are insufficient to prevent the interstate spread of COVID-19.³⁵

Based on the convergence of COVID-19, household crowding and transmission, and the increased risk of individuals sheltering in close quarters in congregate settings such as homeless shelters, which may be unable to provide adequate social distancing as populations increase, I have determined that extending the temporary halt on evictions is appropriate.

Therefore, under 42 CFR 70.2, subject to the limitations under the “Applicability” section, the September 4, 2020 Order is hereby modified and extended through June 30, 2021.

Accordingly, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person from any residential

³⁵ In the United States, public health measures are implemented at all levels of government, including the federal, state, local, and tribal levels. Publicly-available compilations of pending measures indicate that eviction moratoria and other protections from eviction have expired or are set to expire in many jurisdictions. *COVID-19 Housing Policy Scorecard*, The Eviction Lab: Princeton University, <https://evictionlab.org/covid-policy-scorecard/> (last visited Mar. 23, 2021).

property in any state or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in this Order.

This Order is not a rule within the meaning of the Administrative Procedure Act (APA) but rather an emergency action taken under the existing authority of 42 C.F.R § 70.2. The purpose of section 70.2, which was promulgated through notice-and-comment rulemaking, is to enable CDC to take swift steps to prevent contagion without having to seek a second round of public comments and without a delay in effective date.³⁶

In the event that this Order qualifies as a rule under the APA, notice and comment and a delay in effective date are not required because there is good cause to dispense with prior public notice and comment and the opportunity to comment on this Order and the delay in effective date. See 5 U.S.C. 553(b)(3)(B). Considering the public health emergency caused by COVID-19, it would be impracticable and contrary to the public health, and by extension the public interest, to delay the issuance and effective date of this Order.

In the September 4, 2020 Order, the previous CDC Director determined that good cause existed because the public health emergency caused by COVID-19 made it impracticable and contrary to the public health, and by extension the public interest, to delay the issuance and effective date of the Order. The previous Director also found that a delay in the effective date of the Order would permit the occurrence of evictions—potentially on a mass scale—that would have potentially significant consequences. For these reasons, the previous Director concluded that the delay in the effective date of the Order would defeat the purpose of the Order and endanger the public health and, therefore, determined that immediate action was necessary. As a result, the previous Director issued the Order without prior notice and comment and without a delay in the effective date. I made similar findings in the January 29, 2021 Order.

As noted above, although transmission levels have decreased since January, between February 25, 2021 and March 25, 2021, the daily incidence of COVID-19 remained comparable to the summer peak of transmission in July 2020. Daily incidence in the last 30 days has remained consistently higher than the daily incidence when the Order took effect in September 2020. Furthermore, 37% of counties in the United States are categorized as experiencing “high” transmission (over 100 cases per 100,000 people or greater than 10% test positivity) and an additional 30% of counties are categorized as experiencing “substantial” transmission (50-99.99 cases per 100,000 people or 8-9.99% test positivity). No counties are currently considered free of spread, and only 8% of counties are considered to have low transmission. Because of these reasons and because the current extension is set to expire on March 31, 2021, I hereby conclude that immediate action is again necessary without prior notice and comment and without a delay in the effective date.

The rapidly changing nature of the pandemic requires not only that CDC act swiftly, but also deftly to ensure that its actions are commensurate with the threat. This necessarily involves assessing evolving conditions that inform CDC’s determinations.

³⁶ *Chambless Enters., LLC v. Redfield*, No. 20-1455, 2020 WL 7588849, (W.D. La. 2020).

Although the pandemic is dynamic and the situation evolves over time, the fundamental public health threat that existed on September 4, 2020, and January 29, 2021—the risk of large numbers of residential evictions contributing to the spread of COVID-19 throughout the United States—continues to exist. Without this Order, there is every reason to expect that evictions will increase. It is imperative that public health authorities act quickly to help ward off an unprecedented wave of evictions, which would threaten new spikes in SARS-CoV-2 transmission at a critical juncture in fight against COVID-19. Such mass evictions and the attendant public-health consequences would be very difficult, if not impossible, to reverse. It would be impracticable and contrary to the public interest to delay the issuance and effective date of the Order pending notice-and-comment rulemaking for the reasons described herein, and because of the ever-changing landscape of the pandemic and the uncertainty of whether Congress would grant another extension as it did in December 2020.

Similarly, if this Order qualifies as a rule under the APA, the Office of Information and Regulatory Affairs (OIRA) has determined that it would be an economically significant regulatory action pursuant to Executive Order 12866 and a major rule under the Congressional Review Act (CRA). But there would not be a delay in its effective date. CDC has determined that for the same reasons, there would be good cause under the CRA to make the requirements herein effective immediately. Thus, this action has been reviewed by OIRA.

If any provision of this Order, or the application of any provision to any persons, entities, or circumstances, shall be held invalid, the remainder of the provisions, or the application of such provisions to any persons, entities, or circumstances other than those to which it is held invalid, shall remain valid and in effect.

This Order shall be enforced by federal authorities and cooperating state and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18. However, this Order has no effect on the contractual obligations of renters to pay rent and shall not preclude charging or collecting fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

CRIMINAL PENALTIES

Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in a death, or a fine of no more than \$250,000 or one year in jail, or both if the violation results in a death, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate criminal proceedings as appropriate seeking imposition of these criminal penalties.

NOTICE TO COOPERATING STATE AND LOCAL OFFICIALS

Under 42 U.S.C. 243, the U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other

health regulations and to accept state and local assistance in the enforcement of federal quarantine rules and regulations, including in the enforcement of this Order.

NOTICE OF AVAILABLE FEDERAL RESOURCES

While this Order to prevent eviction is effectuated to protect the public health, the states and units of local government are reminded that the Federal Government has deployed unprecedented resources to address the pandemic, including housing assistance.

The Department of Housing and Urban Development (HUD), the Department of Agriculture, and Treasury have informed CDC that unprecedented emergency resources have been appropriated through various Federal agencies that assist renters and landlords during the pandemic, including \$46.55 billion to the Treasury through the Consolidated Appropriations Act of 2021 and the American Rescue Plan (ARP). Furthermore, in 2020 44 states and 310 local jurisdictions allocated about \$3.9 billion toward emergency rental assistance, largely from funds appropriated to Treasury and HUD from the Coronavirus Aid, Relief, and Economic Security (CARES).³⁷ These three rounds of federal appropriations also provided substantial resources for homeless services, homeowner assistance, and supplemental stimulus and unemployment benefits that low income renters used to pay rent.

Visit <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> for more information about the Coronavirus Relief Fund and <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program> for more information about the Emergency Rental Assistance Program. HUD has further informed CDC that forbearance policies for mortgages backed by the federal government are in effect until June 30, 2021, which provide many landlords, especially smaller landlords, with temporary relief as new emergency rental assistance programs are deployed.

HUD, USDA and Treasury grantees and partners play a critical role in prioritizing efforts to support this goal. As grantees decide how to deploy CDBG-CV and ESG-CV funds provided by the new funding from the CARES Act, Consolidated Appropriations Act of 2021, and ARP all communities should assess what resources have already been allocated to prevent evictions and homelessness through temporary rental assistance and homelessness prevention, particularly to the most vulnerable households.

HUD stands at the ready to support American communities take these steps to reduce the spread of COVID-19 and maintain economic prosperity. For program support, including technical assistance, please visit www.hudexchange.info/program-support. For further information on HUD resources, tools, and guidance available to respond to the COVID-19 pandemic, state and local officials are directed to visit <https://www.hud.gov/coronavirus>. These tools include toolkits for Public Housing Authorities and Housing Choice Voucher landlords related to housing stability and eviction prevention, as well as similar guidance for owners and renters in HUD-

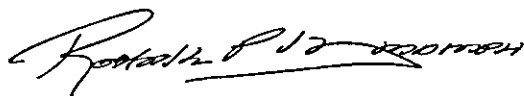
³⁷ Vincent Reina et al, *COVID-19 Emergency Rental Assistance: Analysis of a National Survey of Programs*, Research Brief, https://nlihc.org/sites/default/files/HIP_NLIHC_Furman_Brief_FINAL.pdf (last visited Mar. 26, 2021).

assisted multifamily properties. Furthermore, tenants can visit consumerfinance.gov/housing for up-to-date information on rent relief options, protections, and key deadlines.

EFFECTIVE DATE

This Order is effective on April 1, 2021, and will remain in effect through June 30, 2021, subject to revision based on the changing public health landscape.

In testimony whereof, the Director, Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, has hereunto set her hand at Atlanta, Georgia, this 28th day of March 2021.



Rochelle P. Walensky, M.D., M.P.H.

Director,

Centers for Disease Control and Prevention

STRICTLY CONFIDENTIAL

TAB
3

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se*.

VERIFIED MOTION TO DISQUALIFY TRIAL JUDGE ELIZABETH J STARR

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** (“Defendant”); appearing Pro Se, pursuant to Rule 2.330(d)(1), of the Florida Rules of Judicial Administration, files this legally sufficient Motion to Disqualify the Trial Judge in this action, and further, moves this HONOURABLE Court to disqualify trial Judge Elizabeth J Starr from proceeding further in this action, and as grounds thus would show in support therefore states as follows:

1. Plaintiff files this verified written motion, and states that he fears that he will not receive a fair hearing in the court where a complaint for declaratory relief is pending, on account of Judicial Misconduct, and prejudice or bias of Judge Elizabeth J Starr against Defendant in this action.
2. **SPECIFICALLY, THE FACTS AND REASONS UPON WHICH THE MOVANT RELIES AS THE GROUNDS FOR DISQUALIFICATION**

- i. On May 6th, 2021, Defendant filed an Emergency, Answer, Affirmative Defense, Counter-Claim, and **Demand Jury Trial**.
- ii. Judge Elizabeth J Starr refused to hear and decide matters that were assigned to the judge, and or otherwise render a proper decision on the matter and/or under appeal without prejudice

iii. Because Judge Elizabeth J Starr “refused” and failed to HEAR AND DECIDE MATTERS ASSIGNED TO THE JUDGE, as required by Canon 3 of the Florida Code of Judicial Conduct, she willfully and knowingly HEARD, BUT REFUSED TO DECIDE A MATTER THAT WAS ASSIGNED TO HER granting a Final Writ of Possession on May 29th, 2021

iv. Canon 3 B (1) of the Florida Code of Judicial Conduct provides
A JUDGE SHALL HEAR AND DECIDE MATTERS SIGNED TO THE JUDGE except those in which disqualification is required.

v. At no time did Judge Elizabeth J Starr while sitting as the presiding Judge, “rule” or, “caused to be ruled upon” no “allowed to be ruled upon” or otherwise “hear and decide matters assigned to the judge (without prejudice).”

3. The Judge before whom this Case is pending, is interested in the Result Thereof.

i. Judge Elizabeth J Starr is an interested person in the result of this complaint for declaratory relief, specifically because Judge Elizabeth J Starr herself by refusing to render a lawful decision on a matter under.

ii. Canon 3 B (1) of the Florida Code of Judicial Conduct provides
A judge shall hear and decide matters assigned to the judge EXCEPT THOSE IN WHICH DISQUALIFICATION IS REQUIRED.

iii. Disqualification is required when a Judge “REFUSES” TO HEAR AND DECIDE MATTERS ASSIGNED TO THE JUDGE.

4. This motion is to disqualify is filed within 10 days after discovery of the fact that Judge Elizabeth J Starr had an already established fiduciary relationship with Plaintiff’s attorney, and had already conspired with Plaintiff’s attorney to deny the Defendant his right to due process of law, or otherwise constitutes the grounds for this motion and where it shall be promptly presented to the court for an immediate ruling, pursuant to Rule 2.330 (f), of the Florida Rules of Judicial Administration.

5. Rule 2.330 (f), of the FLorida Rules of Judicial Administration provides;

Initial Motion. The Judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. **If the motion is legally sufficient, proceed no further in the action.** If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for denial shall be stated, and an order of denial shall not take issue with the motion.

6. Florida Statute 38.10, provides in part as follows;

Disqualification of judge for prejudice; application; affidavits; etc.—Whenever a party to any action or proceeding makes and files an affidavit stating fear that he or she will not receive a fair trial in the court where he suit is pending on account of the prejudice of the judge of that court against the applicant or in favor of their adverse party, the judge shall proceed no further.

7. It is a canon of American Jurisprudence that an independent judiciary should maintain the dignity of the judicial office at all times. A Judge shall avoid even the appearance of an impropriety at all times, and whether the conduct would create in reasonable minds a perception that the judge's ability to carry out judicial responsibilities with integrity, impartially and competence is impaired, a judge shall disqualify himself or herself where his or her impartiality might reasonably be questioned. *See Fla. ABA Model Code of Judicial Conduct Canon 1 and Canon 2 (2011).*

8. **A MOTION TO RECUSE MUST BE GRANTED IF THE FACTS ALLEGED WOULD PROMPT A REASONABLY PRUDENT PERSON TO FEAR THAT HE COULD NOT GET A FAIR AND IMPARTIAL TRIAL FROM THE JUDGE.** *Nunez v. Blackman, 645 So 2d `063, 1064 (Fla. 4th DCA, 1994).*

9. Defendant certifies that the assertions contained in this Motion, and any statements made herein by the Defendant are made in good faith, and there has been no previous motions to disqualify this trial Judge granted.

WHEREFORE, Defendant respectfully requests and moves this HONOURABLE Court to grant an Order of Recusal and enter an Order Disqualify Trial Judge Elizabeth J Starr from proceeding any further in this action.

DATED this 29th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32801
(347) 542-8565
TBeyJII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 29th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

TAB
4

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO. 2020-CC-009382-O

VO THI NGUYET,
Plaintiff.

vs.
TAMBERLANE TIMUR BEY II and
UNKNOWN OCCUPANTS,
Defendants.

ORDER

THIS CAUSE having come on to be considered upon Plaintiff's Motion to Disburse Funds from the Court Registry, Defendant's Motion to Vacate filed on 3/29/2021, and Plaintiff's Motion for Writ of Possession, and the Court, after consideration of the pleadings, it is, upon consideration thereof,

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion to Disburse Funds is granted. The Clerk shall release the sum of \$24,501 to Plaintiff, c/o Marvin L. Beaman, JR., P.A., 605 N. Wymore Road, Winter Park, FL32789. Any funds remaining in the Court Registry shall be held pending further order from the Court.
2. Defendant's Motion to Vacate filed on 3/29/2021 is hereby denied.
3. Plaintiff's Motion for Writ of Possession is granted. That the Plaintiff, THI NGUYET VO, is entitled to possession and shall the recover the premises located at **3708 Shawn Circle, Orlando, FL 32826** and Plaintiff shall recover forthwith from the Defendant, Tamerlane Timur Bey II, the real property located 3708 Shawn Circle, Orlando, FL 32826 for which the Court shall issue a Writ of Possession instanter.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 28th day of
May _____, 2021.



ELIZABETH J. STARR
COUNTY JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 5/28, 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and will send a copy by USPS, postage prepaid to:
Tamerlane Timur Bey, II, 3708 Shawn Circle, Orlando, FL 32826
Jennifer Beaman Clark, Esq., Marvin L Beaman, JR PA, jennbclark@gmail.com

RT.

TAB
5

STRICKEN

IN THE SUPREME COURT OF FLORIDA

Case No.

(Fifth DCA Case No. 2020-CC-009382-O)

TAMERLANE TIMUR BEY II.,

Petitioner,

vs.

VO THI NGUYET.,

Respondent.

STRICKEN

PETITIONER BRIEF ON JURISDICTION

On Petition for Discretionary Review of a Decision of the Fifth District Court of
Appeal

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32801
(347) 542-8565
TBeyJII@gmail.com

STRICKEN

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STATEMENT OF THE CASE AND FACTS

VO THI NGUYET., as landlord, on October 3rd, 2020, filed an action entered into the county court under Chapter 83, Fla.Stat., for removal of tenant TAMERLANE TIMUR BEY II from the property upon refusal to deliver possession' increasing thus requiring double rent and claiming double rent, when NO double rent was actually due, in retaliation for filing a police report requesting proof to the rights of property on September 22nd, 2020 prior to any court proceedings. . Op. 1

Defendant filed a timely motion to dismiss or, in the alternative, answer; motion to determine rent. Op. 1. 1 day later, with no hearing or notice, the trial court denied the motion to dismiss, entered a default and default judgment for eviction, and certified the following to the Fifth District Court of Appeal:

Whether a tenant claiming a defective or non-existent notice in a residential eviction is required to tender undisputed rent into the court registry as set forth in Florida Statute section 83.60(2); 83.06, in order to defend the action based on the defective or validity of the eviction violation notice.

SUMMARY OF ARGUMENT

A legally compliant violation notice is a statutory condition precedent to removing a tenant for non-payment of rent. Nothing in the language of Sec. 83.60 precludes

the trial court from considering the aforementioned prior to the expiration of the time for the deposit into the court registry. A statutory cause of action cannot be commenced until the claimant has complied with all conditions precedent.

Additionally, the double rent; rent deposit provision of Section 83.60(2), as applied in this case, caused an unconstitutional denial of the Appellant's rights to due process under the Fourteenth Amendment to the United States Constitution and the Access to Courts provision under Article I, Section 21 of the Florida Constitution. The court below applied Section 83.60(2), 83.06, Fla.Stat., in a way that permits the trial court to proceed without evidence, notice, or hearing to the tenant. It is constitutionally impermissible to deny a hearing to a tenant where the landlord has not been required to establish even a minimal evidentiary basis for the eviction.

ARGUMENT

A. The Standard for Conflict Jurisdiction

Pursuant to Rule 9.030(a)(2)(A)(iv), Fla.R.App.P., a party may seek review of a decision of a district court of appeal that “expressly and directly conflict[s] with a decision of another district court of appeal or of the supreme court on the same question of law.” Where the issue in two cases is the same and the opinions conclude with opposite results, the conflict is inescapable. *Linn v. Fossum*, 946 So. 2d 1032 (Fla. 2006). It is not necessary that the decision appealed from identify the

conflicting authority. *Persaud v. State*, 838 So. 2d 529 (Fla. 2003). As long as the holdings in the cases are irreconcilable, conflict jurisdiction is established. *Avarena v. Miami-Dade County*, 928 So. 2d 1163 (Fla. 2006).

B. The Decision of the District Court Below Directly Conflicts With and is Irreconcilable With The Decisions in *Investment and Income Realty, Inc., v. Bentley*, 480 So. 2d 219 (Fla. 5th DCA 1985) As Well As With Several Decisions of This Court.

In *Investment and Income Realty, Inc., v. Bentley*, 480 So. 2d 219, 220 (Fla. 5th DCA 1985), a residential landlord-tenant eviction matter, the Fifth District stated: “A statutory cause of action cannot be commenced until the claimant has complied with all conditions precedent. Since the landlord failed to comply with the notice requirements, the action was properly dismissed.” The decision below conflicts with *Bentley* in that the court below upheld the denial of the residential tenant’s motion to dismiss and further held that a landlord could not only maintain but would ultimately prevail in its action regardless of whether the landlord had complied with statutory conditions precedent, simply because the tenant failed to deposit monies in the court registry.

The removal of a residential tenant is a statutory cause of action. Sec. 83.41, Fla.Stat. The three-day notice is an essential element of an eviction action, not just a condition precedent. *Dream Closet, Inc. v. Palm Beach Mall, LLC*, 991 So. 2d

910, 910 (Fla. 4th DCA 2008). Bentley holds that before an eviction action can be commenced, all statutory conditions precedent must be met, citing *Ferry-Morse Seed Co. v. Hitchcock*, 426 So. 2d 958, 961 (Fla. 1983) (“In order to assert a statutory cause of action, the claimant must comply with all valid conditions precedent; for an action cannot be properly commenced until all essential elements of the cause of action are present.”). This is not a challenge to the court’s power to adjudicate the type of case at issue. The panel below found, as the same court previously did in *Bell v. Kornblatt*, 705 So. 2d 113 (Fla. 4th DCA 1998), that the trial court had subject matter jurisdiction to hear an eviction action, with a defective notice or even with no notice at all. Petitioner has no dispute with that well-settled issue and does not contest that the court has the “power to adjudicate the type of case before it.” *Bell*, 705 So. 2d at 114.

To the contrary, it is the lower court’s ruling that, in contradicting Bentley, suggests that the trial court is completely deprived of its civil jurisdiction in cases involving a landlord and tenant. The appellate court interpreted 83.60 to render a trial court little more than a “rubber stamp” for an improperly filed complaint which clearly fails to meet the threshold requirements for its own validity. To accept the appellate court’s interpretation would be to likewise render the requirement of a defective eviction violation notice meaningless. A landlord wishing to dispose of a tenant need only file a complaint (with or without a

three-day notice) and to wait five days (whether the tenant is even aware) prior to applying for judgment. The trial court then, powerless to prevent the obvious failure of a landlord to comply with the law, is now required to simply enter judgment and divest the tenant of possession. This construction is not only illogical but it represents the clear denial of the court's civil jurisdiction. The lower court's ruling is in direct conflict with Bentley and of the line of cases which recognizes the court's power to determine what matters are or are not within the purview of its review. See, e.g., *Hospital Corp. of America v. Lindberg*, 571 So. 2d 446 (Fla. 1990).

Since §83.56(3) makes the delivery of a written demand by the landlord a mandatory prerequisite to the termination of a tenancy for non-payment of rent and §83.59 makes the termination of a tenancy a mandatory prerequisite to the commencement of an action for possession by the landlord, "the lack of those allegations results in the failure of the complaint to invoke the [civil] jurisdiction of the court" to grant the relief sought by the plaintiff. *Solimando v. Int'l Med. Centers, H.M.O.*, 544 So. 2d 1031, 1033 (Fla. 2d DCA 1989). That is, before a rightful statutory eviction can be commenced, the plaintiff must first properly terminate the rental agreement. Proper termination includes giving the tenant a valid pay-or-vacate notice and waiting until the expiration of the time set forth in the notice to pay or vacate. While the trial court indisputably had subject matter

jurisdiction to hear the dispute, under Bentley, without a proper three-day notice, it did not have civil jurisdiction to grant the relief sought. Hospital Corp., supra, at 448 (“The civil jurisdiction of a trial court, therefore, is invoked by the filing of a well pled complaint which states a cause of action within the subject matter jurisdiction of that court.”).

As the requirement of the deposit of monies into a court registry presupposes that a valid cause of action has been pled and a valid action for eviction has been commenced, a tenant who believes that an eviction violation notice is invalid but who does not deposit monies into the court registry should be able to direct the trial court to the deficiencies in the eviction violation notice through an answer or a motion to dismiss filed before the expiration of the period for responses specified in the summary procedure statute. *Pro Art Dental Lab, Inc., v. V-Strategic Group, LLC*, 986 So. 2d 1244, 1259 (Fla. 2008) (permitting the filing of motions and pleadings at any time before a default is entered). While Fla. Stat. 83.60(2) mandates that the failure to pay monies into the court registry or move for a determination of rent shall constitute an absolute waiver of the tenant’s defenses other than payment, nothing in the statute prevents the court from considering within the scope of its civil jurisdiction a motion directed to the patent deficiency of an eviction violation notice brought to the court’s attention prior to the expiration of the eviction violation set forth in the statute. Under the decision below, however,

the affirmed certified question prevents any defense to be raised, including the invalidity or even the absence of the eviction violation notice, and prohibits the trial court from even considering the notice's invalidity or absence, unless and until the tenant tenders the undisputed rent into the court registry regardless of when in time that may be made. This holding is irreconcilable with Bentley, Hospital Corp., and Pro-Art and is inconsistent with the plain language of the statute.

C. The Rent Deposit Provision of Section 83.60(2), As Applied in This Case, Caused an Unconstitutional Denial of Appellant's Rights to Due Process Under the Fourteenth Amendment to the United States Constitution and Access to Courts Under Article I, Section 21 of the Florida Constitution

Due process of law requires that every litigant be given an opportunity to present every available defense to a lawsuit before being deprived of property by a court order. *American Surety Co. v. Baldwin*, 287 U.S. 156 (1932).

Florida Statute § 83.60(2) as applied in this case denies the tenant the right to defend the underlying eviction action where the defense is other than the payment of rent. The United States Supreme Court in *Fuentes v. Shevin*, 407 U.S. 67 (1972), restricted a state from creating a statutory scheme that deprives an individual of property without first providing a meaningful hearing to present defenses. In misapplying Fla. Stat. § 83.60(2) in this case, the trial court denied the

Appellant's due process rights under the Fourteenth Amendment to the United States Constitution. *American Surety Co. v. Baldwin*, 287 U.S. 156 (1932).

In *Lindsey v. Normet*, 405 U.S. 56 (1972), the Supreme Court imposed the obligation on states to give tenants the opportunity for an evidentiary hearing before they could be coerced by statute to post rent. As the Supreme Court explained in footnote 15 of *Fuentes*, the *Lindsey* decision was based on the fact that the requirement to deposit rent came after a hearing, "For the tenant was not deprived of his possessory interest even for one day without opportunity for a hearing." *Fuentes*, 407 U.S. at 85, n.15.

In this case, the court applied Section 83.60(2), Fla.Stat., in a way that permits the court to proceed without evidence, notice, or hearing to the tenant. Article I, Section 21 of the Florida Constitution provides: "Access to courts.--The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay."

A pre-hearing double rent deposit requirement is an unreasonable restriction of constitutional rights and as applied in this case, Section 83.60(2), Fla.Stat., unmistakably violated Appellant's right to access the courts.

CONCLUSION

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 17th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com, Judge Elizabeth J Starr, through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

CERTIFICATE OF COMPLIANCE

I hereby certify that the type used in this Brief is Times New Roman 14-point font and that this Brief complies with the requirements of Rule 9.210, Florida Rules of Appellate Procedure.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

TAB
6

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se.*

AMENDED COMPLAINT FOR DECLARATORY RELIEF

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** ("Defendant"); files this Complaint For Declaratory Relief, thus would show in support and as grounds therefore states as follows:

1. This is an action for a declaratory relief seeking to declare void for lack of jurisdiction in the final judgement of possession entered by HONOURABLE "County Court" Judge Elizabeth J Starr on May 29th, 2021; a Motion for Writ of Possession, attached hereto as Exhibit "1"

PARTIES

2. Counter-Plaintiff, Tamerlane Timur Bey II, at all relevant times, was a "tenant" within the meaning of Fla. Stat. 83.43 (4).
3. Counter-Defendant, VO THI NGUYET, at all relevant times, was the landlord within the meaning of Fla. Stat. 83.43 (3).

JURISDICTION

4. This Court has jurisdiction to enter a declaratory relief pursuant to Florida Statutes §86.01, this action is brought to enforce the guarantees of the 1st Amendment right to petition the Government for redress of grievances, and his 7th Amendment right to a jury trial, and his 14th Amendment rights to procedural due process and equal protection of the laws, under the Constitution of the United States, and

Article I, Section 21, Section 22 and Section 9, of the Florida Constitution. Relief is sought pursuant to Florida law authorizing relief pursuant to Florida Statutes 86, and Title 42 U.S.O §§1983 and 1988.

FACTS

5. On October 3rd, 2020, Counter-Defendant Commenced eviction action #2020-CC-009382-O against Counter-Plaintiff in the County Court of Orange County, Florida, case assigned to HONOURABLE "County Court" Judge Elizabeth J Starr, attached hereto as Exhibit "2".
6. On May 5th, 2021, Counter-Plaintiff filed as a single pleading consisting of, # 1 an Answer and Affirmative defenses to the complaint, # 2 a Counter Claim, of which the demand thereof exceeded the jurisdictional limitations of the "county court" (see counter claim pg. 3, in answer), and # 3 Demanded a Trial by Jury, (see demand in answer pgs. 1&1 1), attached hereto as Exhibit "3".
7. On May 17th, 2021, Judge Elizabeth J Starr acted under color of state law, by granting a "final judgement" for possession in a case that exceeded the jurisdictional limitations of the "County Court", pursuant to Chapter 34.01, Florida Statutes, attached hereto as Exhibit "1".
8. Chapter 34.01 (1)(c), of the Florida Statutes is clear and unambiguous in every way, the statute reads as follows:
 - (1) County courts shall have original jurisdiction.
 - (c) of all actions at law in which the matter in controversy does not exceed the sum of \$15,000, exclusive of interest, costs, and attorney's fees, except those within the exclusive jurisdiction of the circuit courts;
9. Florida law makes clear that "County courts shall have original jurisdiction of all actions at law in which the matter in controversy does not exceed the sum of \$15,000."
10. Because the matter in controversy exceeded the jurisdictional limitations of the "county court" it lacked legal authority to do anything other than transfer the action as required by Rule 1.170 (j), of the Florida Rules of Civil Procedure.
11. Rule 1.170(j), of the Florida Rules of Civil Procedure is equally as clear and unambiguous, the Rule reads in relevant part as follows: If the demand of any counterclaim or crossclaim exceeds the

jurisdiction of the court in which the action is pending, the action shall be transferred forthwith to the court of the same county having jurisdiction of the demand in the counterclaim or crossclaim with only such alterations in the pleadings as are essential.

12. Because Judge Elizabeth J Starr, refused to **reverse** the action, as required by Rule 1.170(j), and that action literally blocks Counter-Plaintiff's right to access the court to petition the Government for redress of grievances, as guaranteed by the 1St Amendment, and deprives the Counter-Plaintiff of his right to a jury trial, guaranteed by the 7th Amendment, and his right to procedural due process, and his right to equal protection under the law, guaranteed by the 14th Amendment to the Constitution of the United States.

14. Chapter 34.01 (1) (c), of the Florida Statutes is clear and unambiguous in every way, the statute reads as follows:

(1) County courts shall have original jurisdiction.

(c) of all actions at law in which the matter in controversy does not exceed the sum of \$15,000, exclusive of interest, costs, and attorney's fees, except those within the exclusive jurisdiction of the circuit courts;

15. Florida law makes clear that county courts shall have original jurisdiction of all actions at law in which the matter in controversy does not exceed the sum of \$15,000.

16. Because the matter in controversy exceeded the jurisdictional limitations of the county court, it lacks legal authority to do anything other than reverse the action.

17. On May 29, 2021, Judge Elizabeth J Starr acted under color of state law, when she unlawfully "noticed a final hearing" in an action that exceeded the jurisdictional limitations of the "county court" attached hereto as Exhibit "1."

18. On May 29th , 2021, Judge Elizabeth J Starr, "County Court" Judge acted under color of state law when she unlawfully #1 entered a final judgment, without any legal authority.

19. Rule 1.170 (j) of the Florida Rules of Civil Procedure is also clear and unambiguous, the Rule reads in relevant part as follows:

If the demand of any counterclaim or crossclaim exceeds the jurisdiction of the court in which the action is pending, the action shall be transferred forthwith to the court of the same county having jurisdiction of the demand in the counterclaim or crossclaim with only such alterations in the pleadings as are essential.

21. The Rule makes clear that counter claims exceeding the jurisdiction of the court in which the action is pending, the action shall be transferred forthwith, with only such alterations in the pleadings as are essential, a hearing and judgment, are in no way essential to the transfer of the action.

22. Because Judge Elizabeth J. Starr unlawfully took control over this action without legal authority, and then refused to transfer the action, that action literally blocks Plaintiffs right to access the court to petition the Government for redress of grievances, guaranteed by the 1st Amendment, and deprives the Counter-Plaintiff of his right to a jury trial, guaranteed by the 7th Amendment, and his right to procedural due process, and his right to equal protection under the law, guaranteed by the 14th Amendment to the Constitution of the United States.

23. Because Judge Elizabeth J. Starr at all times was acting outside her legal authority, and under color of state law, the final judgment of May 29, 2021, and any subsequent orders issued by County Court Judge Elizabeth J. Starr are thereby VOID.

CAUSE OF ACTION

24. As alleged above, the requirements set forth in paragraphs (8), (12), (15), and (20), are mandatory and absolute, and does not allow for discretion of any kind. As a result of ignoring those requirements, it violates the Counter-Plaintiff's First Amendment right to access the court, a Judge without authority is not access to the "Court" and his Seventh Amendment right to a trial by jury, and his 14th Amendment rights to procedural due process and his right to equal protection under the law, and each of these rights are guaranteed by the United States Constitution and the Counter-Plaintiff is so entitled.

25. Wherefore, Counter-Plaintiff respectfully requests the Court to enter an Order declaring that the Final judgment for possession entered against Counter-Plaintiff on May 29th, 2021, void for lack of

Jurisdiction, and further order the action to be transferred to a court within the same county having jurisdiction of the demand in the counter-claim, where the claims of both parties can be "legally" heard.

26. Counter-Plaintiff also further requests the Court award attorneys' fees and Court costs pursuant to Title 42 U.S.C. §§1983,1988; and as well as any other relief thus may be appropriate by the Courts.

DATED this 29th day of May 2021.

DATED this 29th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32826
(347) 542-8565
TBeyJII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 29th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

EXHIBIT 1

Motion For Writ Of Possession

STRICKEN

Filing # 127741014 E-Filed 05/28/2021 10:55:44 AM

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO. 2020-CC-009382-0

VO THI NGUYET,
Plaintiff.
vs.
TAMBERLANE TIMUR BEY II and
UNKNOWN OCCUPANTS,
Defendants.

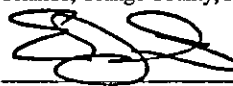
ORDER

THIS CAUSE having come on to be considered upon Plaintiff's Motion to Disburse Funds from the Court Registry, Defendant's Motion to Vacate filed on 3/29/2021, and Plaintiff's Motion for Writ of Possession, and the Court, after consideration of the pleadings, it is, upon consideration thereof,

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion to Disburse Funds is granted. The Clerk shall release the sum of \$24,501 to Plaintiff, c/o Marvin L. Beaman, JR., P.A., 605 N. Wymore Road, Winter Park, FL32789. Any funds remaining in the Court Registry shall be held pending further order from the Court.
2. Defendant's Motion to Vacate filed on 3/29/2021 is hereby denied.
3. Plaintiff's Motion for Writ of Possession is granted. That the Plaintiff, THI NGUYET VO, is entitled to possession and shall the recover the premises located at 3708 Shawn Circle, Orlando, FL 32826 and Plaintiff shall recover forthwith from the Defendant, Tamerlane Timur Bey II, the real property located 3708 Shawn Circle, Orlando, FL 32826 for which the Court shall issue a Writ of Possession instanter.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 28th day of
May 2021.


ELIZABETH J. STARR
COUNTY JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 5/28, 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and will send a copy by USPS, postage prepaid to:
Tamerlane Timur Bey, II, 3708 Shawn Circle, Orlando, FL 32826
Jennifer Beaman Clark, Esq., Marvin L Beaman, JR PA, jennbclark@gmail.com

RT.

EXHIBIT 2

Eviction Complaint

STRICTLY CONFIDENTIAL

Filing # 114381295 E-Filed 10/03/2020 12:46:33 PM

3:47 pm
10-7-20
E.S. 458

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

EVICTON SUMMONS- RESIDENTIAL
If you deposit rent into the registry of the court, you must pay by Cash, Money Order or Cashier's Check made payable to Clerk of Court. There is a fee to deposit, 3% for the first \$500.00 and 1.5% thereafter.

CASE NO. 2020-CC-009382-0

THI NGUYET VO,
Plaintiff

vs.
TAMERLANE TIMUR BEY II
Defendants.

TO: TAMERLANE TIMUR BEY II
3708 Shawn Circle
Orlando, FL 32826

PLEASE READ CAREFULLY

You are being sued by **THI NGUYET VO**, to make you move out of the place you are living for the reasons given in the attached complaint. You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** things listed below. You must do them within 5 days (not including Saturday, Sunday, or any legal holiday observed by the clerk of the court) after the date these papers were given to you or to a person who lives with you or were posted at your home.

THE THINGS YOU MUST DO ARE AS FOLLOWS:

(1) Write down the reason(s) why you should not be forced to move. The written reason(s) must be given to the court clerk at:

Clerk of the Court, Civil Division
425 N. Orange Avenue, Room 310
Orlando, Florida 32801

(2) Mail or take a copy of your written reason(s) to:

Jennifer Beaman Clark, Esq.
Marvin L. Beaman, Jr., Esq.
Marvin L. Beaman, Jr., P.A.
605 N. Wymore Road
Winter Park, FL 32789-2893
(407) 628-4200

EXHIBIT 3

Affirmative Defense Counter-Claim And Demand Jury Trial

STRICKLEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se.*

_____ /

**MOTION TO AMEND EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE,
COUNTER-CLAIM, AND DEMAND JURY TRIAL**

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** (“Defendant”); files this Motion To Amend Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial thus would show in support and as grounds therefore states as follows:

1. The Defendant desires to amend the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial to add Count VI - Damages as to the Plaintiff in this action. A Copy of the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial is attached hereto as Exhibit “1”.
2. This motion has been filed for the purpose of immediate relief to protect the Defendant's rights subject to the First Amendment to the United States Constitution right to petition the government for redress of grievances; and further protect the Courts and Defendant from any further possibilities of irreparable harm by the Courts.

WHEREFORE the Defendant moves this HONOURABLE Courts to Grant Defendants motion Amend the Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial filed herein.

DATED this 24th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32826
(347) 542-8565
TBeyII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 24th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

STRICTLY CONFIDENTIAL

EXHIBIT 1

**AMENDED EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE,
COUNTER-CLAIM, AND DEMAND JURY TRIAL**

STRICKEN

IN THE COUNTY COURT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CC-009382-O

VO THI NGUYET,
JANDER GROUP INC.,
OANH PHUONG VO,

Plaintiff(s).

vs.

TAMERLANE TIMUR BEY II;
ET AL.

Defendant(s), *Pro Se.*

_____ /

**AMENDED EMERGENCY, ANSWER, AFFIRMATIVE DEFENSE, COUNTER-CLAIM, AND
DEMAND JURY TRIAL**

COMES NOW Defendant, **I TAMERLANE TIMUR BEY II** (“Defendant”); files this
Emergency, Answer, Affirmative Defense, Counter-Claim, and Demand Jury Trial thus would show in
support and as grounds therefore states as follows:

ANSWER

1. By way of Answer, the Defendant denies all allegations alleged by Plaintiff Complaint contained
in this Court's original eviction proceedings and further demands strict proof thereof.

2. WHEREFORE, the Defendant denies all allegations set forth in the Complaint and prays the
Courts deny relief sought by Plaintiff pursuant to Fla. R. Civ. P. 1.110

Rule 1.110 - GENERAL RULES OF PLEADING and further award attorney fees and costs against the
Plaintiff.

AFFIRMATIVE DEFENSE

By way of Affirmative Defenses, the Defendant would show as follows:

1. First Affirmative Defense: Fraud upon the Court.

The basic standards governing fraud on the court are reasonably straightforward. As set forth in *Cox v. Burke*, 706 So. 2d 43, 47 (Fla. 5th DCA 1998):

A. The requisite fraud on the court occurs where; "it can be demonstrated, clearly and convincingly, that a party has **sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact** or unfairly hampering the presentation of the opposing party's claim or defense." *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989).

B. The trial court has the inherent authority, within the exercise of sound judicial discretion, to dismiss an action when a plaintiff has perpetrated a fraud on the court, or where a party refuses to comply with court orders. *Kornblum v. Schneider*, 609 So. 2d 138, 139 (Fla. 4th DCA 1992)."

On October 03, 2020, the Plaintiff perpetrated a fraud on the court, by sentiently setting in motion an unconscionable scheme designed to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact in this case, the scheme is as follows;

i. Plaintiff filed this claim for eviction on October 3rd, 2020, with the intent to deceive this Court into believing that the Defendant had, #1 Violated the Lease by allowing unauthorized occupants upon the premises (entering into a sublease) and, #2 Failed to remedy the violations despite continued demands by the Plaintiff that the property be vacated;

ii. While simultaneously and intentionally concealing the fact that the Defendant filed a police report on September 22nd, 2020 with Orange County Sheriff's Office against Plaintiff for refusing to provide proof to the rights of property prior to any court proceedings, wherefore, Plaintiff in fact had "no right of action" against the Defendant on October 3rd, 2020 for Court eviction proceedings, proof of complaint, attached as Exhibit "1" and;

iii. While simultaneously and intentionally concealing the fact that Plaintiff threatened to evict Defendant for unauthorized persons and refused to comply with Defendant's request to provide "proof to the rights of property" because of his real estate management company website, proof of email correspondence, attached as Exhibit "6" and;

iv. While simultaneously and intentionally concealing the fact that the Defendant filed a police report directly alleging a property rental scam against Plaintiff after Plaintiff refused to provide proof to the rights of property, see proof of email correspondence with Plaintiff, attached as Exhibit "6", and;

v. While simultaneously and intentionally concealing the fact that Plaintiff placed a for sale sign on the property on September 25th, 2020, three days after Defendant filed a police report on September 22nd, 2020 directly alleging a property rental scam against Plaintiff for refusing to provide proof to the rights of property, proof of photo, attached as Exhibit "3" and;

vi. While simultaneously and intentionally concealing the fact that Defendant served Plaintiff with several cease and desist notices after Plaintiff placed a for sale sign on the property where Defendant received no prior notice of new management or ownership of property, proof of violation notices, attached as Exhibit "4" and;

vii. While simultaneously and intentionally concealing the fact that Defendant in fact filled a police report on September 22nd, 2020 directly alleging the possibility of a property rental scam after Plaintiff refused to provide proof to the rights of property where Plaintiff in fact retaliated and commenced eviction proceedings on October 3rd, 2020, see proof of email correspondence with Plaintiff as Exhibit "6", see proof of complaint attached as Exhibit "1", and;

viii. While simultaneously and intentionally concealing the fact that Plaintiff in fact sent an email threatening to evict Defendant for unauthorized occupants on October 5th, 2020, yet had already filed evictions proceedings on October 3rd 2020 in retaliation to Defendant's police filed report on September 22nd, 2020,

3 Temp. L.Q. 365 (1928-1929) The Writ of Error Coram Nobis I - "Final judgments," said Sir William Blackstone, "are such as at once put an end to the action...."(1) But in practice it often appears that a judgment, rather than terminating an action, marks the commencement of a long series of legal proceedings to reverse or vacate it; a procedure which impelled the late Chief Justice Mitchell to observe in his "Motions and Rules":(2) "Doubtless if the learned commentator were to spend a few...days in our courts, he would be apt to think that by some strange perversion, judgements had come to be only the beginning of most actions." A form of process frequently employed in attacking judgements, both in civil and criminal cases, is the Writ of Error, now superseded in many of the states by an equivalent code proceeding. The writ or error is generally used to bring before a court of superior jurisdiction a judgement had before an inferior tribunal. Attacks upon judicial proceedings, when made in the same courts, are generally pursued by means of motion. In civil cases especially, the elasticity and facility of relief afforded by motion has rendered discussion of any equivalent form of relief almost academic; and an examination of the subject here dealt with exhibits the striking paucity within recent times of such cases involving the use of the "writ of error" coram nobis. It is criminal especially capital, cases, where the remedies generally in use fail to secure the release of the accused, that the consequent desperation results in a final effort for review through some extraordinary proceeding. It will be observed therefore, that the recent cases upon our subject deal chiefly with criminal law and that in civil cases the relief by motion has attained almost universal and exclusive favor. (3 Commentaries 398; 2nd Ed, 1996,124).

requesting to provide "proof to the rights of property", thus planned and followed through with eviction proceedings on October 3rd, 2020 in retaliation (intentionally deceiving the courts), see proof of email correspondence with Plaintiff, attached as Exhibit "6"

The Defendant clearly, convincingly, demonstrated, Plaintiff sentiently set in motion this unconscionable scheme to evict Defendant, specifically calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact, with willful intentional fabrications, and absolutely no truth to Plaintiff's claim; where frivolous yet fraudulent actions constitute as fraud upon the courts, thus is subject to felonious crimes of the third degree.

2. **Second Affirmative Defense:** There were no unauthorized occupants on October 3rd, 2020, the date of which this fraudulent complaint was filed by Plaintiff.
3. **Third Affirmative Defense:** Defendant acted in good faith by way of filling a complaint to a government agency on September 22nd, 2020, prior to the Court's proceedings pursuant to *Florida Senate Statute Section 83.64 Retaliatory conduct*, therefore there was no cause of action thereafter, see proof of complaint, attached as Exhibit "1".

WHEREFORE, the Defendant denies the relief sought by the Plaintiff and moves the courts to further award attorney fees and Courts costs against Plaintiff.

COUNTER-CLAIM

1. This is a counter-claim for damages pursuant to Chapter 83, Florida Statutes; Malicious Prosecution in a Civil Action; Centers For Disease Control And Prevention Department Of Health And Human Services Order Under Section 361 Of The Public Health Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2 Temporary Halt In Residential Evictions To Prevent The Further Spread Of COVID-19 —Criminal Penalties Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; and First-Second Degree Attempted Felony Murder pursuant to Florida Statutes 782.051, 782.04(3), 775.082, 775.083.
2. Counter-Plaintiff, Tamerlane Timur Bey II, at all relevant times, was a “tenant” within the meaning of Fla. Stat. 83.43 (4).
3. Counter-Defendant, VO THI NGUYET, at all relevant times, was the landlord within the meaning of Fla. Stat. 83.43 (3).
4. Counter-Defendant, OANH PHUONG VO, at all relevant times, was the landlords agent within the meaning of Fla. Stat. 83.43 (3).
5. Counter-Defendant, The THE JANDER GROUP, INC., at all relevant times, was the landlords agent within the meaning of Fla. Stat. 83.43 (3).
6. On August 19, 2020, the rental was redefined and accepted by all parties, whereas it was agreed that rent was \$1,750.00.
7. The Counter-Defendant engaged in conduct of which among other violations, are irreparably non-compliant, retaliatory and discriminatory in nature, first by threat of eviction, then by a malicious claim for eviction.

8. **Motivating Factors For Retaliatory Conduct**

- i. Counter-Defendant OANH PHUONG VO originally mutually agreed to contract Counter-Plaintiff as a property manager to maintain the premises as a student room rental for Counter-Defendant because of prior issues renting the property to students and collecting rent; further simultaneously requesting Counter-Plaintiff to NOT actually live on the property and agree to a traditional

residential lease in good faith, see proof of text message correspondence with Counter-Defendant, attached as Exhibit “4”.

ii. On August 7th, 2020, Counter-Defendant provided Counter-Plaintiff with keys and access to the property without a signed lease agreement after Counter-Plaintiff paid to Counter-Defendant four payments totaling \$7,000.00 for first, last, and current months rents; in addition to another agreed upon \$1,750.00 good faith deposit, see proof of payment, attached as Exhibit “8”.

iii. On August 19th, 2020, Counter-Plaintiff signed a secondary and final lease after requesting multiple rental agreement provisions where Counter-Defendant OANH PHUONG VO provided Counter-Plaintiff with an original incorrectly dated lease agreement that included a start date made and entered into on July 26th, 2018, wherefore the lease was supposed to have a start date of July, 2020, proof of original lease, attached as Exhibit “10”.

iv. On September 1st, 2020, Counter-Defendant JANDER GROUP INC., new property managers, placed a “Notice of Termination” on the front door of the property directing Counter-Plaintiff to sign a new lease or remove possessions from the premises and return the keys no later than 5:00pm September 30th, 2020 where Counter-Defendant OANH PHUONG VO provided Counter-Plaintiff with no prior notice of Counter-Defendant JANDER GROUP INC. new property manager, see proof of termination violations notices, attached as Exhibit “9”; see proof of text message correspondence, attached as Exhibit “4”.

v. On September 3rd, 2020, at 2:35pm, Counter-Plaintiff contacted Counter-Defendant OANH PHUONG VO’s new property manager JANDER GROUP INC., to follow up regarding the termination violations notices, notifying Counter-Defendant OANH PHUONG VO’s original agreement to manage the property as a student rental with Counter-Plaintiff and possible property rental scam; where Counter-Plaintiff also requested Counter-Defendant JANDER GROUP INC. new property manager provide proof to the rights of property, where Counter-Plaintiff agreed to remedy any non-compliance by maintaining the property as a primary residents (for residential use only), see proof of phone

correspondence phone records, attached as Exhibit “5”; see proof of email correspondence, attached as Exhibit “6”.

vi. On September 5th, 2020, Counter-Plaintiff contacted Counter-Defendant OANH PHUONG VO to follow up regarding the student rental interview process and managing the property; where Counter-Defendant then officially informed Counter-Plaintiff that “the owners had new property managers” - Counter-Defendant JANDER GROUP INC., with prior notice of new property managers, see proof of text message correspondence with Counter-Defendant, attached as Exhibit “4”.

9. **First Act of Retaliatory Conduct**

On September 10th, 2020, Counter-Defendant JANDER GROUP INC. new property managers placed a second notice, “Notice of Violation”, on the front door of the property for “allowing unauthorized occupant(s) upon the premises and subleasing the property; subjected to termination without being given an opportunity to cure the non-compliance for repeated conduct within 12 months of said non-compliance; as a result of Counter-Plaintiff requesting proof to the rights of property.

10. **Motivating Factors For Retaliatory Conduct**

i. On September 22nd, 2020, Counter-Plaintiff filed a police report with the Orange County Sheriff’s Office against Counter-Defendant’s after Counter-Defendant JANDER GROUP INC. new property manager threatened to evict Counter-Plaintiff and refused to provide proof to the rights of property, see proof of complaint, attached as Exhibit “1”.

ii. On September 25th, 2020, Counter-Defendant installed a “for sale” sign on the property and attempted to deceptively resale the rental property; harass, and intentionally force Counter-Plaintiff out of the property, see proof of photo, attached as Exhibit “3”.

iii. On September 25th, 2020, Counter-Plaintiff sent Counter-Defendant JANDER GROUP INC. new property manager a notice of “Cease & Desist” (a.k.a “Cease & Desist Notice”) as a result of Counter-Defendant JANDER GROUP INC. new property manager’s refusal to provide proof to the rights of property, threatening eviction and later simultaneously installing a “for sale” sign on the property in retaliation; directing Counter-Defendant to stop all forms of harassment in violation of 18 U.S.C. United

States Code Title 18— CRIMES AND CRIMINAL PROCEDURE Part 1 Section 2261A; requesting further communication with Counter-Plaintiff’s attorney, see proof of notice(s), attached as Exhibit “2”.

iv. On October 3rd 2020, Counter-Defendant’s entered into the fraudulent Courts eviction proceedings after Counter-Plaintiff filed a police report with the Orange County Sheriff’s Office against Counter-Defendant on September 22nd, 2020, for a property rental scam where Counter-Defendant’s refused to provide “proof to the rights of property”; with intentions to deceive the Courts and maliciously prosecute Counter-Plaintiff by way of civil action in order to force Counter-Plaintiff out of the property; with no actual real intentions to rent the property.

v. On October 12, 2020, Counter-Defendant OANH PHUONG VO contacted Counter-Plaintiff to verify if Counter-Plaintiff was still living on the property.

vi. On February 4th, 2021, Counter-Defendant JANDER GROUP INC. new property manager arrived at the property to verify if Counter-Plaintiff was still living on the property with no prior notice from Counter-Plaintiff’s attorney as directed in Counter-Plaintiff’s original notice of cease and desist in order; and failed to acknowledge previous cease and desist notices in order to stop any and all continued forms of harassment pending this Court’s eviction proceedings, see proof of video footage, attached as Exhibit “7”.

11. **Conclusion**

Counter-Defendant’s threatened, maliciously and deceptively commenced illegal eviction proceedings where double rent was not actually due, in retaliation to financially force Counter-Plaintiff out of a property rental lease agreement on October 3rd, 2020.

12. **Second Act of Retaliatory Conduct**

On October 3rd, 2020, Counter-Defendant retaliated against Counter-Plaintiff by filing the claim for eviction after receiving multiple cease and desist notices sent by Counter-Plaintiff, without any other cause of action, despite this fact Counter- Defendant, filed the eviction while knowing that there were no actual unauthorized occupants.

13. **Conclusion**

The eviction complaint was filed and on 12/07/2020 the courts granted an ORDER REQUIRING DEPOSITS OF RENTS where Counter-Defendant entered into the courts an AMENDED COMPLAINT FOR EVICTION AND DAMAGES requiring Double Rent as penalties under Florida Senate Statutes '83.06 Right to demand double rent upon refusal to deliver possession' increasing thus requiring double rent and claimed double rent when NO double rent was actually due, in retaliation for filing a police report requesting proof to the rights of property on September 22nd, 2020.

COUNT I

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT

FLA. STAT. 83.67

14. Counter-plaintiffs hereby incorporates paragraphs 1-13 as though fully set forth herein:
15. Florida Statute 83.67 (2), Prohibited practices, provides in pertinent part; **A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means**, including, but not limited to, changing the locks or using any boot lock or similar device.
16. **By any means**, includes fraudulent means, on October 3rd, 2020, Counter- Defendants, intentionally, maliciously, and fraudulently alleged Counter-Plaintiff was in violation of a property rental agreement for unauthorized occupants, as a means of preventing Counter-Plaintiff from leasing the rental property, as there were no actual unauthorized occupants as alleged in the complaint, thus fraudulent means to prevent the tenant from gaining reasonable access to the dwelling unit.
17. Florida Statute 83.67 (6), Prohibited practices, provides in pertinent part; A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
18. Counter-Plaintiff suffered damages caused by the violations of this section, in that Counter-Plaintiff was forced to pay \$3,500.00 in double rent to this current proceedings Court registry (including Court registry fees) as a direct, proximate result of the false allegations made on October 3rd,

2020, where rent in fact is \$1,750.00; and is entitled to recover three months' rent from Counter-Defendant for violating this section.

19. Wherefore, Counter-Plaintiffs, prays for an order directing Counter-Defendant's to pay to the Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, and reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT II

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT

FLA. STAT. 83.64

20. Counter-Plaintiffs hereby incorporates paragraphs 1-13, as though fully set forth herein:

21. Florida Statute 83.64 (1), Retaliatory conduct, provides in pertinent part; It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

22. On October 3rd, 2020, Counter-Defendant's retaliated by threatening to bring an action for possession, for exercising his rights to complain to a government agency by way of filing a police report against Counter-Defendant on September 22nd, 2020 with the Orange County Sheriff's Office, see proof of complaint, attached as Exhibit "1" ;

23. In the exercise of the Counter-Plaintiffs right of freedom of speech to ask the landlord for proof to the rights of property, of which Counter-Defendant responded too by threatening to evict

Counter-Plaintiff, see proof of phone correspondence phone records, attached as Exhibit “5”; see proof of email correspondence, attached as Exhibit “6” ;

24. As a requirement of this Section Counter-Plaintiff has always acted in good faith and where Counter-Defendant is unable to dispute that fact.

25. Florida Statute 83.64 (4), Retaliatory conduct, provides in pertinent part; "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

26. As a prerequisite to a finding of retaliatory conduct, Counter-Plaintiff was being evicted for unauthorized occupants when there were no unauthorized occupants.

27. The Counter-Plaintiff was being treated differently in that there were no other unauthorized occupants yet was being evicted for unauthorized occupants, where there was no actual violation of the property rental agreement, therefore it was discriminatory, as well as retaliatory in nature.

28. Florida Statute 83.55 Right of action for damages, provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

29. Counter-Plaintiff suffered great harm and damages caused by the non-compliance all of which will be proved at trial.

30. Wherefore, Counter-Plaintiffs, prays for a finding of Retaliatory Conduct against Counter-Defendants and further requests an order directing Counter-Defendant VO THI NGUYET to pay Counter- Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the costs of defending this action, reasonable attorney fees; and any other or further relief this Court deems fit and proper under the circumstances.

COUNT III

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT.

83.64

31. Counter-plaintiffs hereby incorporates paragraphs 1-13, as though fully set forth herein:

32. Florida Statute 83.64 (1), Retaliatory conduct, provides in pertinent part;

It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

33. On October 3rd, 2020, Counter-Defendant retaliated by bringing this action for possession against TAMERLANE TIMUR BEY II Counter-Plaintiff for exercising his right to complain to a governmental agency against Counter-Plaintiff VO THINGUYET on October 3rd, 2020.

34. In the exercise of Counter-Plaintiff's right of freedom of speech to ask the landlord for proof to the rights of property, which Counter-Defendant responded to by evicting Counter-Plaintiff.

35. As a requirement of this Section Counter-Plaintiff acted in good faith where Counter-Defendant is unable to dispute that fact.

36. Florida Statute 83.64 (4), Retaliatory conduct, provides in pertinent part; "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

37. As a prerequisite to a finding of retaliatory conduct, Counter-Plaintiff was being evicted when there were no actual unauthorized occupants.

38. Counter-Plaintiff was being treated differently in that there were no other occupants although being evicted for unauthorized occupants therefore it was discriminatory, as well as retaliatory in nature.

39. Florida Statute 83.55 Right of action for damages, provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

40. Counter-Plaintiff suffered great harm and damages caused by the non-compliance all of which will be proved at trial.

41. Wherefore, Counter-Plaintiff, prays for a finding of Retaliatory Conduct against Counter-Defendant VO THIS NGUYET and request an order directing Counter-Defendant to pay to the Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT IV

VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT.

83.51

42. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

43. Florida Statute 83.51 (1)(a), provides in pertinent part;

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes;

44. On September 25th, 2020, Counter-Plaintiff filed a police report and provided a Notice of "Cease & Desist" before October 3rd, 2020, due to failure to comply with Section 83.51, see proof of complaint, attached as Exhibit "1"; see proof of notice(s), attached as Exhibit "2".

45. Since giving notice Counter-Defendant VO THI NGUYET has failed to communicate intentions or do anything of significance with respect to the items listed in Counter-Plaintiff's Notice of Cease & Desist and it is apparent that Counter-Defendant VO THI NGUYET has continued to ignore the notice.

46. Florida Statute 83.55 Right of action for damages provides in pertinent part; If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the non-compliance.

47. Counter-Plaintiff is entitled to recover the damages caused by the intentional non-compliance of Counter-Defendant VO THI NGUYET.

48. Wherefore, Counter-Plaintiff, prays for an order directing Counter-Defendant VO THI NGUYET to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT V

MALICIOUS PROSECUTION AND MALICIOUS USE OF PROCESS IN A CIVIL ACTION CASE NO.: 2020-CC-009382-O AND VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT FLA. STAT. 83.51, 83.45

49. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

50. Counter-Defendant's commenced an eviction action based on an unauthorized occupant lease violation, with full and complete knowledge of the fact that there were no unauthorized occupants in violation of the lease on the date of filing of Complaint, CASE NO.: 2020-CC-009382-O.

51. Florida Law provides in part if a party sues an individual without a proper basis to bring suit, the party being sued may have a claim for malicious prosecution against the party who wrongfully filed suit where the following elements are required for Malicious Prosecution;

- (1) the commencement or continuation of an original civil or criminal judicial proceeding;
- (2) its legal causation by the present defendant against a plaintiff who was the defendant in the original proceeding;
- (3) its bona fide termination in favor of the present plaintiff;
- (4) the absence of probable cause for such proceeding;
- (5) the presence of malice; and,
- (6) damages to the plaintiff. *Duval Jewelry Company v. Smith*, 136 So. 878 (Fla. 1931); see also, *Adams v. Whitfield*, 290 So.2d 49 (Fla. 1974).

52. Complaint, CASE NO.: 2020-CC-009382-O asserts that Counter-Plaintiff failed to remedy any violations in non-compliance with the lease agreement.

53. Counter-Defendant's failed to address or provide any evidence regarding this action.
54. Counter-Plaintiff was ready and willing to defend this action.
55. Counter-Plaintiff is in violation of Florida Statute 83.45 Unconscionable rental agreement or provision.— (1) which provides in part; If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result. (2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.; where the prosecution of this action against Counter-Plaintiff was malicious and brought without any cause to believe that a breach of contract or any other cause of action had been committed.
56. The prosecution of this action was brought vindictively and for an ulterior motive; for the purpose of attempting to legally harass and to defame Counter-Plaintiff because of Counter-Plaintiff's business and real estate management company, BEYSICAIR INC; and used the Court to achieve this goal by filing for the eviction to maliciously terminate Counter-Plaintiff's tenancy for exercising legal rights to hold Counter-Defendant's liable, see proof of phone correspondence phone records, attached as Exhibit "5"; see proof of email correspondence, attached as Exhibit "6".
57. The bringing and continuing of this action constituted malicious prosecution on the part of the Counter-Defendant against the Counter-Plaintiff; and their conduct, being willful, retaliatory, and vindictive in nature; thus warrants punitive damages.
58. As a result of Counter-Defendants malicious prosecution, Counter-Plaintiff is obliged to defend himself, expend money and time in his defense, all in an amount to be proven at trial; that was lost time from the ordinary pursuits in his life and home, and that the quality of his life was diminished by it, all causing irreparable damage, as will be shown at trial.

59. Counter-Plaintiff met their burden of proof in this action demonstrating Counter- Defendant's allegations against Counter-Plaintiffs were fraudulent, felonious, unfounded, frivolous and without probable cause to believe that the action filed would succeed and was for an improper purpose.

60. Furthermore, this action was even more felonious because the Counter-Defendant completely failed to address or present any evidence regarding this claim of action.

61. Wherefore, Counter-Plaintiff, prays for findings against Counter-Defendant's for the violations asserted herein; an order directing Counter-Defendant VO THI NGUYET, JANDER GROUP INC. to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$10,500.00 in damages, along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT VI

VIOLATIONS OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION DEPARTMENT OF HEALTH AND HUMAN SERVICES ORDER UNDER SECTION 361 OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264) AND 42 CODE OF FEDERAL REGULATIONS 70.2 TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19

62. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

63. On September 4, 2020, the CDC Director issued an Order temporarily halting evictions in the United States for the reasons described therein. That Order was set to expire on December 31, 2020, subject to further extension, modification, or rescission. This Order further extends and modifies the prior Eviction Moratoria until June 30, 2021, for the reasons described herein, subject to revision based on the changing public health landscape, see proof of federal court order, attached as Exhibit "12".

64. Subject to the limitations under "Applicability," a landlord, owner of a residential property, or other person 1 with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

65. “Covered person”² means any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person with a legal right to pursue eviction or a possessory action, a declaration under penalty of perjury.

66. A previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

67. Covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property despite nonpayment of rent.

68. Counter-Plaintiff entered in the Courts on March 29th, 2021 and previously provided a signed declaration on record for notice of VERIFICATION OF APPLICABILITY OF SECTION 4024 OF THE CARES ACT IN RESIDENTIAL EVICTIONS FOR NON-PAYMENT OF RENT (DECLARATION UNDER PENALTY OF PERJURY) in this Court's current court eviction proceedings.

69. Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in a death, or a fine of no more than \$250,000 or one year in jail, or both if the violation results in a death, or as otherwise provided by law.

70. This Order shall be enforced by federal authorities and cooperating state and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18.

71. The U.S. Department of Justice may initiate criminal proceedings as appropriate seeking imposition of these criminal penalties.

72. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law.

73. On October 3rd, 2020, Counter-Defendant's intentionally set in motion a series of events to maliciously manipulate this Court's proceedings in an attempt to forcibly evict Counter-Plaintiff in

retaliation to a government agency complaint made against Counter-Defendant; prior to any court proceedings.

74. Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents; (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

75. In accordance with 42 U.S.C. 264 (e), this Order does not preclude state, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

76. Under 42 U.S.C. 243, The U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other health regulations and to accept state and local assistance in the enforcement of federal quarantine rules and regulations, including in the enforcement of this Order.

77. Counter-Plaintiff suffered damages caused by the violations of this section, in that Counter-Plaintiff was forced to pay \$3,500.00 in double rent to this current proceedings Court registry (including Court registry fees) as a direct, proximate result of malicious false allegations made on October 3rd, 2020, where rent in fact is \$1,750.00; and Counter-Plaintiff is entitled to recover damages under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, from Counter-Defendant for violating this Section; and for each event in violation of this Section.

78. This Court has jurisdiction to enter a declaratory relief pursuant to Florida Statutes §86.01, this action is brought to enforce the guarantees of the 1st Amendment right to petition the Government for redress of grievances, and his 7th Amendment right to a jury trial, and his 14th Amendment rights to procedural due process and equal protection of the laws, under the Constitution of the United States, and

Article I, Section 21, Section 22 and Section 9, of the Florida Constitution. Relief is sought pursuant to Florida law authorizing relief pursuant to Florida Statutes 86, and Title 42 U.S.C. §§1983 and 1988.

79. WHEREAS, Counter-Plaintiff, is entitled to recover damages for findings in violation pursuant to; Centers For Disease Control Federal Court Order; and prays for an order directing Counter-Defendant VO THI NGUYET, to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$100,000.00; and an order directing Counter-Defendant JANDER GROUP, INC. to pay Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$1,200,000.00 (\$200,000.00 per event) subject to six counts in violation therein, in addition the sum of \$10,500.00 under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; along with the cost of defending this action, reasonable attorney fees, and any other or further relief this Court deems fit and proper under the circumstances.

COUNT VII

**ATTEMPTED FELONY MURDER —FIRST AND SECOND DEGREE PURSUANT TO
FLORIDA STATUTE 782.051, 782.04(3), 775.082, 775.083, IN VIOLATIONS OF THE CENTERS
FOR DISEASE CONTROL AND PREVENTION DEPARTMENT OF HEALTH AND HUMAN
SERVICES ORDER UNDER SECTION 361 OF THE PUBLIC HEALTH SERVICE ACT (42
U.S.C. 264) AND 42 CODE OF FEDERAL REGULATIONS 70.2 TEMPORARY HALT IN
RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19**

81. Counter-Plaintiff hereby incorporates paragraphs 1-13, as though fully set forth herein:

82. On October 3rd 2020 Counter-Defendants intentionally and simultaneously set motion a series of events intended to maliciously prosecute Counter-Plaintiff in a Civil Action pursuant to Florida Statute 782.051 Attempted Felony Murder—.; 782.04(3), 775.082, 775.083.

83. Florida Statute Attempted Felony Murder.— 782.051 provides in part; (1) Any person who perpetrates or attempts to perpetrate any felony enumerated in s. 782.04(3) and who commits, aids, or abets an intentional act that is not an essential element of the felony and that could, but does not, cause the death of another commits a felony of the first degree, punishable by imprisonment for a term of years not

exceeding life, or as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 9 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

84. Florida Statutes 782.04 Murder.— (1)(a) provides in part; The unlawful killing of a human being:

1. When perpetrated from a premeditated design to effect the death of the person killed or any human being;

2. When committed by a person engaged in the perpetration of, or in the attempt to perpetrate;

(r) Felony that is an act of terrorism or is in furtherance of an act of terrorism, including a felony under s. 775.30, s. 775.32, s. 775.33, s. 775.34, or s. 775.35,

by a person other than the person engaged in the perpetration of or in the attempt to perpetrate such felony, the person perpetrating or attempting to perpetrate such felony commits murder in the second degree, which constitutes a felony of the first degree, punishable by imprisonment for a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084.

85. Florida Statutes 782.051 Attempted Felony Murder.— (2) provides in part; Any person who perpetrates or attempts to perpetrate any felony other than a felony enumerated in s. 782.04(3) and who commits, aids, or abets an intentional act that is not an essential element of the felony and that could, but does not, cause the death of another commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 8 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

86. Florida Statutes 782.051 Attempted Felony Murder.— (3) provide in part; When a person is injured during the perpetration of or the attempt to perpetrate any felony enumerated in s. 782.04(3) by a person other than the person engaged in the perpetration of or the attempt to perpetrate such felony, the person perpetrating or attempting to perpetrate such felony commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, which is an offense ranked in level 7 of the Criminal Punishment Code. Victim injury points shall be scored under this subsection.

87. Florida Statutes 782.04 Murder.— (2) provides in part; The unlawful killing of a human being, when perpetrated by any act imminently dangerous to another and evincing a depraved mind regardless of

human life, although without any premeditated design to effect the death of any particular individual, is murder in the second degree and constitutes a felony of the first degree, punishable by imprisonment for a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084.

88. WHEREAS Counter-Plaintiff is entitled to relief prays for findings of against Counter-Defendant therein pursuant to The Centers For Disease Control And Prevention Department Of Health And Human Services Order Under Section 361 Of The Public Health Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2 Temporary Halt In Residential Evictions To Prevent The Further Spread Of COVID-19 —NOTICE TO COOPERATING STATE AND LOCAL OFFICIALS Under 42 U.S.C. 243, The U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other health regulations and to accept state and local assistance in the enforcement of Federal quarantine rules and regulations, including in the enforcement of this Order.

89. WHEREFORE, Counter-Plaintiff TAMERLANE TIMUR BEY II, prays for findings against Counter-Defendant for all Counts asserted herein; and an order directing Counter-Defendant VO THI NGUYET, to pay to Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$100,000.00; and an order directing Counter-Defendant JANDER GROUP, INC. to pay Counter-Plaintiff TAMERLANE TIMUR BEY II the sum of \$1,400,000.00 (\$200,000.00 per event) subject to seven counts in violation herein, in addition the sum of \$10,500.00 under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18; and further prays the HONOURABLE COURTS grant this AMENDED EMERGENCY AFFIRMATIVE DEFENSE, COUNTER-CLAIM, AND DEMAND JURY TRIAL as relief to prevent any further irreparable harm thus protecting the integrity of the Courts, Counter-Plaintiff's First Amendment to the United States Constitution right to petition the government for redress of grievances; and further protect the Courts and Counter-Plaintiff from any further possibilities of irreparable harm by the Courts as well as any other relief deemed proper by the Courts; and requests special damages as may be shown and for general compensatory damages in tort as may be fixed by the jury, punitive damages as may be assessed by the jury, and for costs, any disbursements incurred as a result of defending this action.

Counter-Plaintiff hereby moves the Courts too, and asserts the following motion for punitive damages as relief.

Reservation for Motion to Assert A Claim For Punitive Damages.

JURY DEMAND

Counter-Plaintiff hereby requests a trial by jury on all issues triable by jury.

DATED this 24th day of May, 2021

/s/Tamerlane T. Bey II
TAMERLANE TIMUR BEY II
NAACP MEMBER M-00707682
5120-B Orange County (FL) Branch
TAMERLANE TIMUR BEY II
618 EAST SOUTH ST STE 500
ORLANDO, FLORIDA 32801
(347) 542-8565
TBeyJII@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via email, this 24th day of May, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

EXHIBIT 1

Orange County Sheriff Department Police Report #20-068951

PROOF OF COMPLAINT

Incident Report
ORANGE COUNTY SHERIFF'S OFFICE

20-68951

Supplement No
ORIG

Administrative Information												
Agency ORANGE COUNTY SHERIFF'S OFFICE			Report No 20-68951		Supplement No ORIG		Reported Date 09/22/2020		Reported Time 17:50		CAD Call No 202662956	Status REPORT
Nature of Call INFORMATION ONLY		Location of Occurrence 3708 SHAWN CI		City ORLANDO	ZIP Code 32826	Rep Dist 22A	Area 2	Beat 22	From Date 09/22/2020		From Time 17:50	
Officer 9132/ROOPNARINE, DANIEL			Assignment SECTOR 2 SQUAD 6			Entered by 9132/ROOPNARINE, DANIEL			Assignment SECTOR 2 SQUAD 6			
Approving Officer 9276/OLIVERO, JASMINE			Approval Date 09/24/2020			Approval Time 07:44:16						
Scene Processed? Y/N N		Tourist Victim? Y/N N		Firearm? Y/N N		Weapon? Y/N N		Mask? Y/N N				
Vest? Y/N N		Hate Crime? Y/N N		Special Victim? Y/N N		Human Trafficking? Y/N N		DCF Notified? Y/N N				
N/A												
Yes												
# Offenses 1	Offense 00000	Description info report			Complaint Type							
Summary Narrative												
Inv#	Inv# No	Type	Name	MNI	Race	Sex	DOB					
OTH	1	I	BEY, TAMERLANE II	2076	B	M	04/02/1989					
OTH	2	I	VO, CANH	4529	A	F						
OTH	3	I	MUSASHE, NICHOLAS	4529								
Vehicle Summary												
Property Summary												
Summary Narrative												

STRIKED

Incident Report
ORANGE COUNTY SHERIFF'S OFFICE

20-68951

Supplement No
ORIG

OTHER 1: BEY, TAMERLANE II												
Name	MINI	Race	Sex	DOB	Age	Ethnicity	Juvenile?	Height	Weight	Hair Color	Eye Color	
BEY, TAMERLANE II	2076536	BLACK	MALE	04/02/1989	31	NON-HISPANIC	No	5'08"	160#	BLACK	BROWN	
Skin	Place of Birth											
MEDIUM BROWN	NEW YORK											
Type	Address	City	State	ZIP Code								
HOME ADDRESS	103 SEAMAN AVE #B	NEW YORK	NEW YORK	10034								
Type	Address	City	State	ZIP Code								
HOME ADDRESS	3708 SHAWN CI	ORLANDO	FLORIDA	32826								
Type	ID No	OLS										
OPERATOR LICENSE	B-000-818-89-122-0	FLORIDA										
Phone Type	Phone No	Phone Type	Phone No									
CELL	(347) 749-1109	CELL	(407) 625-8771									
Type	E-Mail											
Home	TBEYII@GMAIL.COM											
OTHER 2: VO, OANH												
Name	MINI	Race	Sex	Age	To Age	Ethnicity	Juvenile?	Height	Weight	Hair Color		
VO, OANH	4529118	ASIAN/PACIFIC ISLANDER	FEMALE	50	60	NON-HISPANIC	No	5'06"	120#	BLACK		
Skin	Place of Birth											
LIGHT	UNKNOWN PLACE OF BIRTH											
Phone Type	Phone No	Phone Type	Phone No									
CELL	(407) 557-3735	CELL	(407) 758-5651									
Type	E-Mail											
Home	OANHVO1231@GMAIL.COM											
OTHER 3: MUSASHE, NICHOLAS												
Name	MINI	Place of Birth										
MUSASHE, NICHOLAS	4529119	UNKNOWN PLACE OF BIRTH										
Type	Address	City	State	ZIP Code								
BUSINESS ADDRESS	1440 HOWELL BRANCH RD	WINTER PARK	FLORIDA	32789								
Phone Type	Phone No											
BUSINESS	(407) 628-2500											
Type	E-Mail											
Business	ANDREW@JANDERGROUP.COM											
Property												
Modus Operandi												
Gang Act?												
No												
Narrative												

On September 22, 2020 at 1817 hours, I, Deputy Sheriff Daniel Roopnarine (EID 9132), made contact with a male via cellphone and he informed me he is a victim of a rental property fraud. After speaking with the male, I determined the issue was civil in nature. The male requested a report to be generated as directed by his lawyers.

My investigation revealed:

I made contact with Tamerlane Bey II (other 1) via cellphone and he informed me of the following:

Mr. Bey informed me he is the owner of Beysical Inc. and his company specializes in renting properties and then subleasing the rooms to students. Mr. Bey provided the website CoHostStudents.com which is owned by his company.

Mr. Bey informed me on July 3rd, 2020 he came into contact with Oanh Vo (other 2) through the website Zillow.com and she is the owner of the rental property located at 3708 Shawn Circle. On July 17th, 2020, Mr. Bey met with Ms. Vo at the above address to view the property. On July 26, 2020, Mr. Bey received a lease from Ms. Vo via email and he signed and sent back the lease. On July 27th, 2020 Mr. Bey informed me he sent three (3) payments of \$1750.00 for the security deposit and first two months of rent upfront using the service Zell through his account with Bank of America. Mr. Bey also sent an additional \$1750 to Ms. Vo for a total of \$7,000.00.

Mr. Bey informed me he reviewed the lease and found several errors to include an incorrect lease date and missing clauses. Mr. Bey received an updated lease on August 11th, 2020 but it did not have the necessary rental agreement terms and agreement changes. Mr. Bey received another lease on August 19th, 2020 which was signed by Mr. Bey. Mr. Bey informed me when he initially met with Ms. Vo, she told him that she was only interested in renting to students and it was with the understanding that he is permitted to use the residence for his business model.

Mr. Bey informed me he collected the house keys from Ms. Vo and gained entry to the house.

Mr. Bey received a text message from Ms. Vo informing him that she is no longer taking care of the property and the property has new management. Mr. Bey received calls from The Jander Group on September 1st, 2020 and

Incident Report**20-68951**Supplement No
ORIG

ORANGE COUNTY SHERIFF'S OFFICE

he was later able to get into contact with business owner Nicholas Musashe (other 3) who had a long relationship with the Vo's. Mr. Bey informed me Mr. Musashe brought up a condition of the lease which only allows one adult resident and the property may only be used as a private residence and this clause goes against his need for the property. Mr. Bey informed me after several discussions to update the lease, Mr. Bey gave Mr. Musashe his lawyer for further communication. On September 11, 2020, Mr. Bey received a notice on the front door from The Jander Group for the violation of the lease for subleasing the property and they are currently trying to evict him from the property.

Mr. Bey provided me with the Dropbox link <https://www.dropbox.com/sh/ae6jl9j39o0blq7/AAAXp5NknPajkfVf1NIPrqAa?dl=0> which contains all of the relevant documents to rental of the house.

Mr. Bey informed me he has been living inside of the house for approximately 2 weeks but rented the property for a month.

Mr. Bey advised he is in contact with an attorney to settle this matter and he was directed by his attorney and the Attorney General to file a police report.

STRICKEN

EXHIBIT 2

Cease & Desist

NOTICE

STRICTLY CONFIDENTIAL

REQUEST TO CEASE AND DESIST

ALL FORMS OF HARASSMENT

Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826
(407) 625-8771
9/29/2020

The Jander Group Inc
Nicholas A. Musashe
1440 Howell Branch Road
Winter Park, Florida 32789

ATTN: The Jander Group Inc, Nicholas A. Musashe, Michael J. Westmeyer (and Associates)

As per my last communication with Nicholas A. Musashe (The Jander Group Inc) refusing to provide proof to the rights of the property, declining my request to continue further communication with my business attorney Michael Krus regarding the property, later placing a "unauthorized persons" eviction notice on the front door of the property during my absence (while no one was present), and recently returning to the property as of Friday, September 25th and installing a "For Lease" sign, you are hereby notified of the following;

You are hereby notified to CEASE AND DESIST any and all further unlawful acts of harassment in violation of 18 USCS § 2661A and/or state and local statutes, including, but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal and/or non-verbal attacks, including but not limited to:

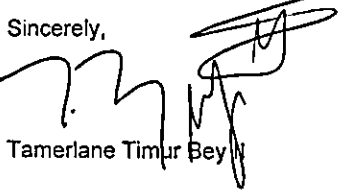
- 1) harassment either in person or via written or electronic format;
- 2) spying involving following or watching;
- 3) causing distress through threat of violence or fear of violence; and/or
- 4) calling with intent to harass.

You are hereby ordered to immediately stop any further forms of harassment as your actions violate my rights under the law. In addition, you are requested to complete and return within ten (10) business days, the written assurance below affirming that you will refrain from any further acts of harassment.

REQUEST TO CEASE AND DESIST ALL FORMS OF HARASSMENT

Failure to comply will leave me no other alternatives but to (1) contact state/local law enforcement, if applicable; and (2) pursue any and all available legal and equitable remedies available to protect me from your unlawful harassment.

For further communication please contact my attorney Debi V Rumph - The Law Offices of Debi V Rumph, 4700 Millenia Blvd, Ste 175, Orlando, Florida 32839 (407) 294-9959.

Sincerely,

Tamerlane Timur Bey


I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Signature of Individual 

Date 9/29/2020

Notary Public Jamel R. Parrish Title And Rank Notary Public

Date Of Commission Expiry 09/12/2022

 Jamel R. Parrish
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG258040
Expires 9/12/2022

REQUEST TO CEASE AND DESIST

ALL FORMS OF HARASSMENT

Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826
(407) 625-8771
9/25/2020

The Jander Group Inc
Nicholas A. Musashe
1440 Howell Branch Road
Winter Park, Florida 32789

ATTN: The Jander Group Inc, Nicholas A. Musashe, Michael J. Westmeyer (and Associates)

As per my last communication with Nicholas A. Musashe (The Jander Group Inc) refusing to provide proof to the rights of the property, declining my request to continue further communication with my business attorney (Michael Krus) regarding the property, later placing a "unauthorized persons" eviction notice on the front door of the property during my absence (while no one was present), you are hereby notified of the following;

You are hereby notified to **CEASE AND DESIST** any and all further unlawful acts of harassment in violation of 18 USCS § 2661A and/or state and local statutes, including, but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal and/or non-verbal attacks, including but not limited to:

- 1) harassment either in person or via written or electronic format;
- 2) spying involving following or watching;
- 3) causing distress through threat of violence or fear of violence; and/or
- 4) calling with intent to harass.

You are hereby ordered to immediately stop any further forms of harassment as your actions violate my rights under the law. In addition, you are requested to complete and return within ten (10) business days, the written assurance below affirming that you will refrain from any further acts of harassment.

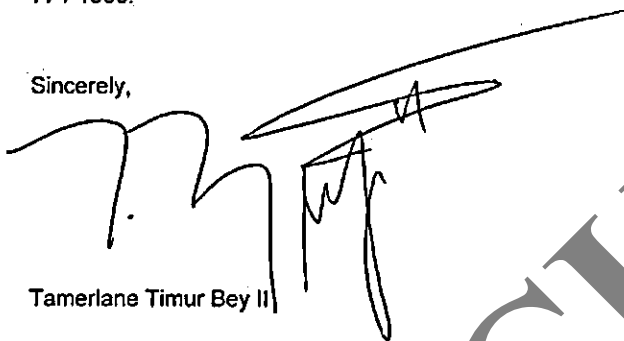
REQUEST TO CEASE AND DESIST

ALL FORMS OF HARASSMENT

Failure to comply will leave me no other alternatives but to (1) contact state/local law enforcement, if applicable; and (2) pursue any and all available legal and equitable remedies available to protect me from your unlawful harassment.

For further communication please contact my attorney Justin Infurna by phone at (800) 774-1560.

Sincerely,



Tamerlane Timur Bey II

STRICKEN

7020 1290 0000 6912 3479

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Winter Park, FL 32789

OFFICIAL USE

Certified Mail Fee	\$3.55	0375
Extra Services & Fees (check box, add fee to postage)	\$2.85	40
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$7.75	
Total Postage and Fees	\$14.15	09/25/2020

Sent To: The Dardoff Group Inc
 Street and Apt. No., or PO Box No.
 440 Howell Branch Road
 City, State, ZIP+4[®]
 Winter Park, FL 32789

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

7020 1290 0000 6912 3462

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Winter Park, FL 32789

OFFICIAL USE

Certified Mail Fee	\$3.55	0375
Extra Services & Fees (check box, add fee to postage)	\$2.85	40
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$7.75	
Total Postage and Fees	\$14.15	09/25/2020

Sent To: The Dardoff Group Inc
 Street and Apt. No., or PO Box No.
 440 Howell Branch Road
 City, State, ZIP+4[®]
 Winter Park, FL 32789

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

EXHIBIT 3

9/25/2020 For Sale Sign

PHOTO

STRICKLEN



EXHIBIT 4


Landlord Rental Agreement Tenancy Confirmation

TEXT MESSAGE CORRESPONDENCE

STRICTLY CONFIDENTIAL

2:11

Search Edit



Oanh Vo
3708 Shawn Circle Orlando, FL 32826

message | call | video | mail | pay

phone
(407) 758-5651

home fax
(407) 557-3735

FaceTime

email
Oanhvo1231@gmail.com

Notes

Send Message

Share Contact

Favorites | Recents | Contacts | Keypal | Voicemail

2:16

Oanh >

Mon, Oct 12, 12:12 PM

Hello. Can you tell me what's going on? Are u still lived in that place? Is everything ok?

Wed, Oct 28, 2:36 PM

Hi Oanh, I'm just reviewing your text message. I've been tending to my mother who is sick, but I'm confused by your text message. Yes, I still live at 3708 Shawn Circle we signed a one year lease which began in August 2020. So I'm just a little confused of your text message

And as I'm the only person who is and has lived at the property since I moved in. So I'm sorry but just a bit confused at this point regarding your text.

The owner change property management. They try to contact you

When I met with you I was under the impression you was the owner of the property based on our initial

Subject
iMessage

2:16

Oanh >

When I met with you I was under the impression you was the owner of the property based on our initial conversations and me sending \$7000 deposit fee for the home. It would have been better if you notified me first, but that's water under the bridge now. I thought I was being scammed because right after I paid you and signed your lease about two to three weeks later I received a call/notice from a company saying they are managers of which you didn't inform me of this. So I was confused thinking I was being scammed.

No, I didn't scam you. The owner change PM without my noticed (I text you on September 5)

If you stay you just contact the new PM

Everything will be the same just different PM

Ok so are you related to the owner of the property as to why you were

Subject
iMessage

2:16

Oanh >

of the property as to why you were able to give me a lease?

The lease sign by owner so no problem. Yes

Owner number 1(514) 524-5534

You can call and talk to her.

Ok so it's good to know you and the owner is related this brings me a little more comfort.

You will be ok

Can you give me the owners name? So when I call her

Did you know or Does the owner know that the Jander Group/PM is trying to evict me from the property?

I don't know.

(Ms Vo)

First name Nguyet

Subject
iMessage

2:16

Oanh >

First name Nguyet

Ok well I'm discussing this situation with my mom, as I've been very frustrated with this whole situation. Thank you

So sorry I didn't know she change new PM

I hope your mom doing ok

Ok so is Ms Vo your mom?

No

Ok you previously said you were related I assumed she was your mom

No, I ask your mom. Because you said your mom sick

Yes my mom is sick. But in the previous text I ask if you were related and you said yes. So I assumed Ms Vo was your mom. So no worries it's ok. However my moms is doing a little better today

Subject
iMessage

2:16

Oanh >

previous text I ask if you were related and you said yes. So assumed Ms Vo was your mom. So no worries it's ok. However my moms is doing a little better today. Thanks for the conversation

My mom just called for me and Ms. Vo gave a number to call. So I will call Timur with this court case, as I have a one year lease with you we initially signed that ends in August 2021. As I previously stated no one is living there with me, and I have not had any one living with me since I moved in and have no plans on having anyone live with me, I will continue to live there alone as I have done so from the very beginning.

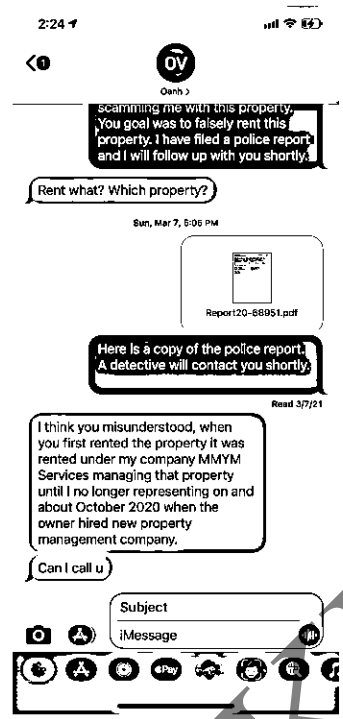
Yes

Ok Thanks

Thu, Feb 4, 4:45 PM

Rochelle Walensky | Harvard
Catalyst Profiles | Harvard
Catalyst
catalyst.harvard.edu

Subject
iMessage



STRICKLEN

EXHIBIT 5

Phone Records

PHONE CORRESPONDENCE

STRICKLEN

AT&T PREPAID Account History
Voice Usage Details for 347-749-1109 From 9/1/2020 to 10/1/2020

Usage	Contact	Date	Time	Duration	C
Voice mail	908-400-6990	9/1/2020	11:26:52 AM CDT	0min 28sec	
Voice mail	908-400-6990	9/1/2020	12:24:31 PM CDT	0min 5sec	
Voice mail	908-400-6990	9/1/2020	12:28:58 PM CDT	1min 54sec	
Incoming Call	407-408-6866	9/1/2020	01:20:58 PM CDT	4min 40sec	
Incoming Call	347-990-1418	9/1/2020	01:56:57 PM CDT	0min 7sec	
Voice mail	908-400-6990	9/1/2020	03:22:37 PM CDT	0min 9sec	
Incoming Call	646-257-4500	9/1/2020	04:21:18 PM CDT	8min 52sec	
Voice mail	908-400-6990	9/2/2020	10:37:12 AM CDT	0min 8sec	
Voice mail	908-400-6990	9/2/2020	02:52:04 PM CDT	0min 9sec	
Incoming Call	347-990-1505	9/2/2020	04:07:12 PM CDT	0min 4sec	
Outgoing Call	407-408-6866	9/2/2020	04:47:14 PM CDT	3min 20sec	
Outgoing Call	212-304-4500	9/3/2020	09:15:06 AM CDT	23min 25sec	
Outgoing Call	631-471-8439	9/3/2020	09:41:59 AM CDT	2min 56sec	
Voice mail	908-400-6990	9/3/2020	10:28:27 AM CDT	0min 11sec	
Incoming Call	407-408-8055	9/3/2020	10:32:41 AM CDT	1min 24sec	
Incoming Call	407-408-8055	9/3/2020	10:43:39 AM CDT	0min 45sec	
Outgoing Call	407-408-6866	9/3/2020	10:44:29 AM CDT	0min 8sec	
Outgoing Call	407-408-6866	9/3/2020	10:44:58 AM CDT	2min 18sec	
Outgoing Call	407-408-8055	9/3/2020	11:14:57 AM CDT	1min 20sec	
Incoming Call	407-628-2500	9/3/2020	01:10:46 PM CDT	27min 57sec	
Outgoing Call	407-488-2801	9/3/2020	01:38:51 PM CDT	0min 11sec	
Outgoing Call	407-628-2500	9/3/2020	02:35:54 PM CDT	5min 11sec	
Outgoing Call	646-287-8516	9/3/2020	10:04:40 PM CDT	0min 32sec	
Voice mail	908-400-6990	9/4/2020	06:17:43 AM CDT	0min 2sec	
Voice mail	908-400-6990	9/4/2020	07:52:14 AM CDT	0min 24sec	
Voice mail	908-400-6990	9/4/2020	08:23:09 AM CDT	0min 5sec	
Incoming Call	347-783-5459	9/4/2020	09:01:55 AM CDT	0min 2sec	
Outgoing Call	212-504-4002	9/4/2020	09:07:58 AM CDT	2min 8sec	
Voice mail	908-400-6990	9/4/2020	09:47:28 AM CDT	0min 9sec	
Outgoing Call	718-670-2530	9/4/2020	10:27:37 AM CDT	3min 26sec	
Outgoing Call	212-504-4002	9/4/2020	12:17:16 PM CDT	15min 37sec	
Outgoing Call	407-823-3088	9/4/2020	01:10:28 PM CDT	4min 56sec	
Incoming Call	347-990-1364	9/4/2020	01:27:17 PM CDT	0min 11sec	
Outgoing Call	407-254-7000	9/4/2020	01:27:59 PM CDT	8min 46sec	

EXHIBIT 6

Threat of Eviction
EMAIL CORRESPONDENCE

STRICKLEN

From: Nicholas Musashe nicholas@jandergroup.com
Subject: RE: 3708 Shawn Circle
Date: Oct 5, 2020 at 3:39:52 PM
To: How-To with Timur tbeyii@gmail.com
Cc: carolynstover@gmail.com, Michael Westmeyer
michael@jandergroup.com, Jennifer Beaman Clark
jennbclark@gmail.com

Mr. Bey:

Thank you for this email of explanation but, as I outlined below, please direct your communications to Ms. Clark because she is the person who is handling this matter at this time. If you are able to successfully sort this out with her then, at that time, we (Jander) will recommence direct and sole communication with you once again. Until and unless that happens, however, Ms. Clark is your point of contact and she is the person who is handling your eviction processing. Please go on our website (www.jandergroup.com), download our standard rental application, complete it, and submit it with your communication to Ms. Clark so that it can be used in the evaluation process. You do NOT need to submit an application fee of any sort. The application is for informational purposes only so that it can be determined who is who in regard to the property. When you respond to Ms. Clark please tell her why you originally informed Andrew from our office that you had other people staying with you in the home, and you now state that you are the sole occupant. That discrepancy will need to be cleared up for certain, especially in light of the fact that we are presently viewing your website that advertises rooms for rent in that home. We are curious how you can actively advertise rooms for rent via the internet, yet simultaneously assert that you are doing no such thing.

Nicholas A. Musashe

From: How-To with Timur <tbeyii@gmail.com>
Sent: Monday, October 5, 2020 2:57 PM
To: Nicholas Musashe <nicholas@jandergroup.com>
Subject: Re: 3708 Shawn Circle

Yes it was my mother I just wrote the email this way as to make it easier with the email, When my mother spoke on my behalf which is fine because she has power of Attorney to do so. I understand your position and as I stated, I have been scammed before and was afraid that was happening again. I am the only tenant in the property and has been the only tenant since day one. I am willing to stay in the property and move forward as I previously was prepared to do when I signed the initial 1 year lease.

Thank you

Tamerlane Bey

On Oct 5, 2020, at 12:07 PM, Nicholas Musashe <nicholas@jandergroup.com> wrote:

Mr. Bey:

Michael forwarded your email to me for response because the subject matter of your request falls into my area of responsibility. Both Michael and I are confused by your email because it implies that you and Michael had a telephone conversation on Friday afternoon, yet Michael spoke with a person claiming to be your mother, and not to you, on Friday afternoon. There always seems to be some kind of disconnect with you when we attempt communication and, frankly, that is very troubling to us. I assure you that we are not a "scam operation" and we are not attempting to scam anybody, least of all you. We are simply putting the management of the property into good order for the owner. The first step in that process is ascertaining exactly who is in the property. As you know, your complete lack of cooperation in that regard is exactly what got us to where we now are. You were given a very courteous and professional letter of introduction from us, you were given a valid and legal thirty day notice of lease termination as clearly provided for in your lease agreement with the former agent for the property owner, and you were given an opportunity to take the steps necessary to remain in the property. You were also served with a statutorily prescribed lease violation notice in regard to unauthorized occupants in the property. Your response was to send us several repetitive, non-responsive, threatening communications by overnight delivery. Each letter varied in substance only by listing a different attorney to contact each time. Attempts were made by us to contact that various and ever-changing list of attorneys, yet all of them failed to respond to our contact attempts. If they are in fact your attorneys, they have failed to indicate that to us in any manner whatsoever.

Your lease for the property located at 3708 Shawn Circle was terminated effective September 30, 2020. You are now a hold-over tenant and we have referred your file to our attorney for eviction. Our attorney's name is Jennifer Beaman Clark and, unlike your attorneys, I assure you that she will acknowledge that fact and respond to your contacts or, better yet, to your attorney's contacts. Please refer all future communications to her office going forward. She has your file now, and she is the person to whom you will need to communicate. Her contact information is as follows:

Jennifer Beaman Clark, ESQ.
Marvin L. Beaman, Jr., P.A.

605 North Wymore Road
Winter Park, Florida 32789
(407) 628-4200 / (407) 740-8402 fax

jennbclark@gmail.com

At this point there is nothing that either Michael or I can do for you. You will need to work through Ms. Clark going forward. Thank you.

Nicholas A. Musashe
President
The Jander Group, Inc.
1440 Howell Branch Road
Winter Park, Florida 32789

(407) 628-2500 Phone
(407) 628-2541 Fax

nicholas@jandergroup.com
www.jandergroup.com

Begin forwarded message:

From: How-To with Timur <tbeyii@gmail.com>
Date: October 2, 2020 at 4:39:28 PM EDT
To: Michael Westmeyer <michael@jandergroup.com>
Cc: Carolyn Stover <carolyndstover@gmail.com>
Subject: 3708 Shawn Circle

Attn: Michael Westmeyer

I appreciate the conversation on today. I want to first apologize for the miscommunications, I panicked thinking I was was being scammed out my money due to me just signing a lease with the effective begin date of August 2020, then thinking your company was trying to get more money out of me with doing another application, I truly thought that this was a scamming issue, which made me go on a complete panick mode. I would like to move forward by staying in the property an understanding that the owner

hired you to manage her properties. I have been scammed out of monies before and was afraid this was happening again.

Since my understanding now is clear that I'm not be scammed, I want to move forward with your process as you stated on the conversation today, with me already being in the unit under the clause "grandfathered in" and not having to be re-evaluated for an approval process, and you only need my info on file due to you managing the property now.

So once again I truly apologize for the level of misunderstanding. Please forward me the documents to sign.

Sincerely

Tamerlane T Bey

STRICKEN

EXHIBIT 7

Violation of Cease & Desist Notices

VIDEO FOOTAGE

STRICKEN

The following link is being provided as evidence on record which contains video footage relevant to CASE NO.: 2020-CC-009382-O.

<https://youtu.be/UaykNwqtrjw>

STRICKLEN

EXHIBIT 8

PROOF OF PAYMENT

STRICTLY CONFIDENTIAL

7:42

LTE

Q Oanh Cancel

All Mailboxes Current Mailbox

Oanh Vo 8/11/20 >

Signing invite: tbeyii@gmail.com
Oanh Vo has invited Bey Tamerlane to sign:
tbeyii@gmail.com Hi, This is lease contract for 370...

CoHostStudents.com Customer S... 8/6/20 >

3708 Shawn Circle Lease Orlando, Fl 32826 Lease...
Hi Oanh, You can reply with the lease to this email as
well as contact me for anything for related to the pr...

Bank of America 7/27/20 >

You sent \$1,750.00 to Oanh Vo
You sent \$1,750.00 to Oanh Vo sent from account
ending in 2636 to oanhvo1231@gmail.com Messag...

Bank of America 7/27/20 >

You sent \$1,750.00 to Oanh Vo
You sent \$1,750.00 to Oanh Vo sent from account
ending in 2636 to oanhvo1231@gmail.com Messag...

Timur Bey II 7/26/20

3708 Shawn Circle
Hi Oanh Vo, I attached the documents requested. Mr.
Bey

Timur & Oanh 7/26/20

Bey II Paystub 06.06.2020

Timur Bey II 7/20/20 >

Bey II Paystub 06.20.2020

Edit

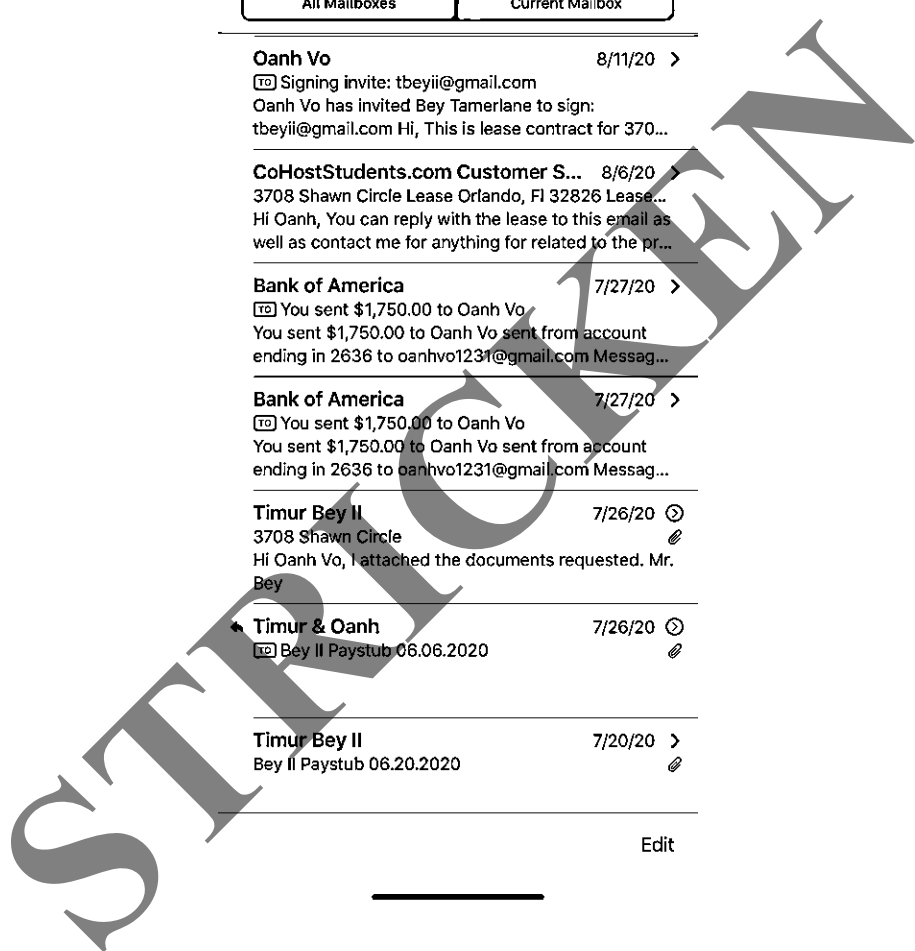


EXHIBIT 9

Termination and Violation Notice
NOTICE

STRIKED

GREATER ORLANDO MAIN OFFICE
 1440 HOWELL BRANCH ROAD
 WINTER PARK, FLORIDA 32789
 (407) 628-2500
 FAX: (407) 628-2541



**PROPERTY ACQUISITION
 & MANAGEMENT**

MID-SOUTH BRANCH OFFICE
 1813 STATE HIGHWAY 77
 MARION, ARKANSAS 72364
 (901) 428-3000
 FAX: (870) 559-3141

September 1, 2020

VIA USPS FIRST CLASS MAIL AND HAND DELIVERY

Tamberlane Timur Bey II
 3708 Shawn Circle
 Orlando, FL 32826

RE: New Management and 30 Day Notice - 3708 Shawn Circle

Dear Tamberlane:

Last week, the owner of your rental home hired The Jander Group, Inc. to professionally manage her property located at 3708 Shawn Circle. We were provided with a copy of your lease agreement dated July 26, 2020. Per that lease agreement (specifically Section **3. Termination**), please accept this letter as our technical written notice to terminate your existing lease effective September 30, 2020.

The Jander Group, Inc. currently would like to offer you the ability to sign a new lease agreement, which would begin October 1, 2020, and we are willing to keep your monthly rental rate at the current amount of seventeen hundred fifty dollars (\$1,750.00). If you desire to continue living the home, the next step is for you to promptly provide us with your full identifying information in order for our staff to properly prepare the new lease agreement. The most efficient way for you to provide all of your information is to complete our standard lease application form. Please note that we will not charge you the \$70 lease application fee since we will not be formally processing the lease application.

If you are not able to promptly complete a new lease agreement, you will need to vacate the home per this termination notice. Specifically, you are required to vacate the house in a maid-clean condition, remove all of your possessions from the premises, and return your keys to our Greater Orlando Office by no later than 5:00 PM on September 30, 2020.

Your current lease agreement states that you already paid your September 2020 rental payment, which we will confirm receipt with the property owner.

The quickest way to contact me is via email - andrew@jandergroup.com - with any questions. If you prefer to talk on the phone, I may be reached directly at (407) 628-2500 extension 300.

Sincerely,

THE JANDER GROUP, INC.

ANMusashe

Andrew Musashe

www.jandergroup.com

GREATER ORLANDO MAIN OFFICE
1440 HOWELL BRANCH ROAD
WINTER PARK, FLORIDA 32789
(407) 628-2500
FAX: (407) 628-2541



MID-SOUTH BRANCH OFFICE
1813 STATE HIGHWAY 77
MARION, ARKANSAS 72364
(901) 428-3000
FAX: (870) 659-3141

September 10, 2020

Mr. Tamerlane Timur Bey II
3708 Shawn Circle
Orlando, Florida 32826

RE: NOTICE OF VIOLATION

Dear Tamerlane:

You are hereby notified that you are in default in your obligations with respect to the premises located at 3708 Shawn Circle, Orlando, Orange County, Florida 32826 which you now lease from The Jander Group, Inc., as agent for the property owner, under a rental agreement dated July 26, 2020 as follows:

- 1.) Allowing (an) unauthorized occupant(s) upon the premises and subleasing the property.

Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve (12) months, your tenancy is subject to termination without you being given an opportunity to cure the noncompliance.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,
THE JANDER GROUP, INC.

Nicholas A. Musashe
Nicholas A. Musashe
President

I hereby certify that a true and correct copy of the foregoing notice was served upon the above named resident at the above address this 10th day of September, 2020 by hand delivering a copy of that letter to the resident/property.

Michael J. Westmeyer
Michael J. Westmeyer

EXHIBIT 10

Original Lease
LEASE

STRICKEN

LEASE AGREEMENT

THIS INDENTURE, made and entered into this July 26th, 2018 by and between
THI NGUYET VO hereinafter referred to as **LESSOR** and

Name	Social Number	Date of Birth
BEY TAMERLANE T	108 76 1353	04/02/1989

hereinafter referred to as **LESSEE**.

DESCRIPTION: WHEREFORE, for and in consideration of the mutual covenants herein, the parties hereto agree as follows: The **LESSOR** and/ or Owner hereby leases to the **LESSEE** the following described premises:

at **3708 SHAWN CIR, ORLANDO FL 32826**

TERM: The initial term of the Agreement shall begin, **August 01, 2020** and end on 12 AM **July 31, 2019**

At and for the agreed gross rental in the amount of:

RENT: \$ 5250.00 Payable as follows:
 \$ 1750.00 Deposit
 \$ 1750.00 Move in August 01, 2020
 \$ 1750.00 Last Month rent

And **\$ 1750.00** due on or before the first **day of each** (month): thereafter for **\$ 1750.00** due on or before the 5th day of each calendar month for the duration of the lease. That is One-year contract with option to renew at the same condition.

LATE PAYMENTS AND RETURNED CHECKS: Time is of the essence of this agreement and if not paid by the **4TH** day of each calendar month, LESSEE agrees to pay 10% of the monthly rent for day four and **\$47.00 (Forty seven)** Dollars each day after the **4 day** that payment is late. If check is dishonored for any reason rent will be considered late and subject to a returned check fee of \$ 50.00 (Fifty) in addition to all late fees. All future rent and charges shall be paid in the form of cashier's check, cash or money order. And send to

THI NGUYET VO
7406 Chelsea Harbour Dr
ORLANDO FL 32829
 Direct deposit to: TD BANK 4319271419

QUIET ENJOYMENT: The LESSOR and/or Owner covenants with the LESSEE that the LESSEE paying rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this agreement without let, hindrance,

EXHIBIT 11

The Centers For Disease Control And Prevention Department Of Health
And Human Services Order Under Section 361 Of The Public Health
Service Act (42 U.S.C. 264) And 42 Code Of Federal Regulations 70.2
Temporary Halt In Residential Evictions To Prevent The Further Spread
Of CoVid19

FEDERAL COURT ORDER

**CENTERS FOR DISEASE CONTROL AND PREVENTION
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**ORDER UNDER SECTION 361
OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264)
AND 42 CODE OF FEDERAL REGULATIONS 70.2**

**TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO
PREVENT THE FURTHER SPREAD OF COVID-19**

SUMMARY

Subject to the limitations under “Applicability,” a landlord, owner of a residential property, or other person¹ with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

DEFINITIONS

“*Available government assistance*” means any governmental rental or housing payment benefits available to the individual or any household member.

“*Available housing*” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to such individual.

“*Covered person*”² means any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person with a legal right to pursue eviction or a possessory action,³ a declaration under penalty of perjury indicating that:

¹ For purposes of this Order, “person” includes corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals.

² This definition is based on factors that are known to contribute to evictions and thus increase the need for individuals to move into close quarters in new congregate or shared living arrangements or experience homelessness. Individuals who suffer job loss, have limited financial resources, are low income, or have high out-of-pocket medical expenses are more likely to be evicted for nonpayment of rent than others not experiencing these factors. See Desmond, M., Gershenson, C., Who gets evicted? Assessing individual, neighborhood, and network factors, *Soc Sci Res.* 2017;62:362-377. doi:10.1016/j.ssresearch.2016.08.017, (identifying job loss as a possible predictor of eviction because renters who lose their jobs experience not only a sudden loss of income but also the loss of predictable future income). According to one survey, over one quarter (26%) of respondents also identified job loss as the primary cause of homelessness. See *2019 San Francisco Homeless Count & Survey Comprehensive Report*, Applied Survey Research, at 22, https://hsh.sfgov.org/wp-content/uploads/2020/01/2019HIRDReport_SanFrancisco_FinalDraft-1.pdf. (last viewed Mar. 24, 2021).

³ As used throughout this Order, this would include, without limitation, an agent or attorney acting on behalf of the landlord or the owner of the residential property.

(1) The individual has used best efforts to obtain all available government assistance for rent or housing;

(2) The individual either (i) earned no more than \$99,000 (or \$198,000 if filing jointly) in Calendar Year 2020, or expects to earn no more than \$99,000 in annual income for Calendar Year 2021 (or no more than \$198,000 if filing a joint tax return),⁴ (ii) was not required to report any income in 2020 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check).^{5,6}

(3) The individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary⁷ out-of-pocket medical expenses;

(4) The individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; and

(5) Eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

“*Evict*” and “*Eviction*” means any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action, to remove or cause the removal of a covered person from a residential property. This definition also does not prohibit foreclosure on a home mortgage.

⁴ According to one study, the national two-bedroom housing wage in 2020 was \$23.96 per hour (approximately, \$49,837 annually), meaning that an hourly wage of \$23.96 was needed to afford a modest two-bedroom house without spending more than 30% of one's income on rent. The hourly wage needed in Hawaii (the highest cost U.S. State for rent) was \$38.76 (approximately \$80,621 annually). See *Out of Reach: How Much do you Need to Earn to Afford a Modest Apartment in Your State?*, National Low Income Housing Coalition, <https://reports.nlihc.org/oor> (last visited Mar. 23, 2021). As further explained herein, because this Order is intended to serve the critical public health goal of preventing evicted individuals from potentially contributing to the interstate spread of COVID-19 through movement into close quarters in new congregate, shared housing settings, or through homelessness, the higher income thresholds listed here have been determined to better serve this goal.

⁵ “Stimulus check” includes payments made pursuant to Section 2201 of the CARES Act, to Section 9601 of the American Rescue Plan Act of 2021, or to any similar federally authorized payments made to individual natural persons in 2020 and 2021. Eligibility for the 2020 or 2021 stimulus checks has been based on an income that is equal to or lower than the income thresholds described above and does not change or expand who is a covered person under this Order since it was entered into on September 4, 2020.

⁶ A person is likely to qualify for protection under this Order if they receive the following benefits: a) Temporary Assistance for Needy Families (TANF); b) Supplemental Nutrition Assistance Program (SNAP); c) Supplemental Security Income (SSI); or d) Supplemental Security Disability Income (SSDI) to the extent that income limits for these programs are less than or equal to the income limits for this Order. However, it is the individual's responsibility to verify that their income is within the income limits described.

⁷ Extraordinary expenses are defined as those that prevented you from paying some or all of your rent or providing for other basic necessities like food security. To qualify as an extraordinary medical expense, the unreimbursed medical expense is on that is likely to exceed 7.5% of one's adjusted gross income for the year.

“Residential property” means any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park,⁸ or similar dwelling leased for residential purposes, but shall not include any hotel, motel, or other guest house rented to a temporary guest or seasonal tenant as defined under the laws of the state, territorial, tribal, or local jurisdiction.

“State” shall have the same definition as under 42 CFR 70.1, meaning “any of the 50 states, plus the District of Columbia.”

“U.S. territory” shall have the same definition as under 42 CFR 70.1, meaning “any territory (also known as possessions) of the United States, including American Samoa, Guam, the Northern Mariana Islands, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.”

STATEMENT OF INTENT

This Order shall be interpreted and implemented in a manner as to achieve the following objectives:

- Mitigating the spread of COVID-19 within crowded, congregate or shared living settings, or through unsheltered homelessness;
- Mitigating the further spread of COVID-19 from one state or territory into any other state or territory;
- Mitigating the further spread of COVID-19 by temporarily suspending the eviction of covered persons from residential property for nonpayment of rent; and
- Supporting response efforts to COVID-19 at the federal, state, local, territorial, and tribal levels.

BACKGROUND

There is currently a pandemic of a respiratory disease (“COVID-19”) caused by a novel coronavirus (SARS-COV-2) that has now spread globally, including cases reported in all fifty states within the United States, plus the District of Columbia and U.S. territories. As of March 25, 2021, there have been almost 125 million cases of COVID-19 globally, resulting in over 2,700,000 deaths.⁹ Over 29,700,000 cases have been identified in the United States, with new cases reported daily, and over 540,000 deaths due to the disease.¹⁰ Although transmission has decreased since a peak in January 2021, the current number of cases per day remains almost twice as high as the initial peak in April 2020 and transmission rates are similar to the second peak in July 2020.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Individuals without symptoms can

⁸ Mobile home parks may also be referred to as manufactured housing communities.

⁹ *COVID-19 Dashboard by the Center for Systems Science and Engineering (CSSE) at Johns Hopkins University (JHU)*, Johns Hopkins Coronavirus Resource Center, <https://coronavirus.jhu.edu/map.html> (last visited Mar. 25, 2021).

¹⁰ *COVID Data Tracker*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#datatracker-home> (last visited Mar. 25, 2021).

also spread the virus.¹¹ Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions (e.g. cancer, obesity, serious heart conditions, or diabetes) are at increased risk for severe illness from COVID-19.¹²

COVID-19 presents a historic threat to public health, and COVID-19 cases have been detected in every county in the continental United States.¹³ Between December 2020 and January 2021, the number of deaths per day from COVID-19 consistently exceeded any other cause.¹⁴ Although transmission levels have decreased since January, between February 25 and March 25, 2021, the daily incidence of COVID-19 remained comparable to the summer peak of transmission in July 2020, which is higher than the daily incidence when the Order initially took effect in September, 2020. Furthermore, 37% of counties in the United States are categorized as experiencing “high” transmission (over 100 cases per 100,000 people or greater than 10% test positivity) and an additional 30% of counties are categorized as experiencing “substantial” transmission (50-99.99 cases per 100,000 people or 8-9.99% test positivity).¹⁵ No counties are currently considered free of spread, and only 8% of counties are considered to have low transmission.¹⁶

Two-dose mRNA COVID-19 vaccination became available in December 2020 and as of March 27, 2021 over 50 million people in the United States (more than 15% of the population) have been fully immunized.¹⁷ In February 2021, a single dose COVID-19 vaccine also became available. CDC continues to update guidance for COVID-19 precautions among individuals who have been fully vaccinated; however, currently there are no recommended changes to COVID-19 prevention recommendations related to activities in public, such as avoiding crowded and poorly ventilated places. This is particularly important given continued transmission. Even as COVID-19 vaccines continue to be distributed, it remains critical to maintain COVID-19 precautions to avoid further rises in transmission and to guard against yet another increase in the rates of new infections. It is important to note that despite higher rates of vaccine coverage, the simultaneous roll-back of community mitigation efforts may continue to expose vulnerable populations, such as those targeted in this Order, to higher-than-average COVID-19 rates. It is important to note that despite higher rates of vaccine coverage, the simultaneous roll-back of community

¹¹ Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. *JAMA Netw Open*. 2021;4(1):e2035057. doi:10.1001/jamanetworkopen.2020.35057

¹² *People with Certain Medical Conditions*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (last updated Mar. 15, 2021).

¹³ *US COVID-19 cases and deaths by state*, USAFacts, <https://usafacts.org/visualizations/coronavirus-covid-19-spread-map/> (last visited Mar. 24, 2021).

¹⁴ Woolf SH, Chapman DA, Lee JH. COVID-19 as the Leading Cause of Death in the United States. *JAMA*. 2021;325(2):123–124. doi:10.1001/jama.2020.24865

¹⁵ *COVID-19 Integrated County View*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#county-view> (last visited Mar. 22, 2021).

¹⁶ *Id.*

¹⁷ *Id.*

mitigation efforts may continue to expose vulnerable populations, such as those targeted in this Order, to higher-than-average COVID-19 rates.¹⁸

In recent months, new variants of SARS-CoV-2 have also emerged globally.¹⁹ Epidemiological evaluation of these variants shows increased transmissibility as well as possible increased mortality. The current substantial levels of transmission and the emergence of variants highlight the persistent and dynamic nature of the pandemic and the need for continued protections.

To respond to this public health threat, Federal, state, and local governments have taken unprecedented or exceedingly rare actions, including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. In particular, the COVID-19 pandemic has triggered unprecedented restrictions on interstate and foreign travel. For example, many states require travelers arriving from other states to obtain negative test results and/or quarantine upon arrival.²⁰ For international travel, all passengers age two or older—including U.S. citizens—must obtain a negative test result or show proof of recovery before they may board a flight to the United States.²¹ Despite the need for travel precautions, airport use has increased in recent weeks, leading to heightened concerns of interstate transmission.²² SARS-CoV-2 transmission, behavior change, and travel restrictions have devastated industries that depend on the movement of people, such as the travel, leisure, and hospitality.²³ Ten months after the initial wave of closures due to COVID-19, over 16 percent of the hospitality and leisure sector's labor force was unemployed.²⁴ The persistent spread of COVID-19 continues to necessitate preventive action.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow state and local authorities to more easily implement, as needed, stay-at-home and social distancing directives to mitigate the community spread of COVID-19.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. 116-136) to aid individuals and businesses adversely affected by COVID-19 in March 2020.

¹⁸ *COVID Data Tracker*, Centers for Disease Control and Prevention, <https://covid.cdc.gov/covid-data-tracker/#datatracker-home> (last visited Mar. 25, 2021).

¹⁹ Abdool Karim SS, de Oliveira T. New SARS-CoV-2 Variants - Clinical, Public Health, and Vaccine Implications [published online ahead of print, 2021 Mar 24]. *N Engl J Med*. 2021;10.1056/NEJMc2100362. doi:10.1056/NEJMc2100362.

²⁰ *Travel During COVID-19*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html> (last updated Feb. 16, 2021).

²¹ *Id.*

²² Cecelia Smith-Schoenwalder, *CDC Urges Americans to Avoid Travel as Airport Screenings Approach Pandemic Peak*, U.S. News, <https://www.usnews.com/news/health-news/articles/2021-03-22/cdc-urges-americans-to-avoid-travel-as-airport-screenings-approach-pandemic-peak> (last visited Mar. 26, 2021).

²³ Aaron Klein & Ember Smith, *Explaining the economic impact of COVID-19: Core industries and the Hispanic workforce*, Brookings Institute, <https://www.brookings.edu/research/explaining-the-economic-impact-of-covid-19-core-industries-and-the-hispanic-workforce/> (last visited Mar. 23, 2021).

²⁴ *Labor Force Statistics from the Current Population Survey*, U.S. Bureau of Labor Statistics, <https://www.bls.gov/web/empsit/cpsceca31.htm> (last updated Mar. 5, 2021).

Section 4024 of the CARES Act provided a 120-day moratorium on eviction filings as well as other protections for tenants in certain rental properties with federal assistance or federally related financing. These protections helped alleviate the public health consequences of tenant displacement during the COVID-19 pandemic. The CARES Act eviction moratorium expired on July 24, 2020. The protections in the CARES Act supplemented temporary eviction moratoria and rent freezes implemented by governors and other local officials using emergency powers.

Researchers estimated that this temporary federal moratorium provided relief to a material portion of the nation's roughly 43 million renters.²⁵ The CARES act also provided funding streams for emergency rental assistance; surveys estimate that this assistance became available to the public through rental assistance programs by July 2020.²⁶

The federal moratorium provided by the CARES Act, however, did not reach all renters. Many renters who fell outside the scope of the Federal moratorium were instead protected under state and local moratoria. In August, it was estimated that as many as 30-40 million people in America could be at risk of eviction.²⁷ In early March, 2021, the Census Household Pulse Survey estimated that over 4 million adults who are not current on rent perceive that they are at imminent risk of eviction.²⁸ A wave of evictions on that scale would be unprecedented in modern times.²⁹ A large portion of those who are evicted may move into close quarters in shared housing or, as discussed below, become homeless, thus becoming at higher risk of COVID-19.

On September 4, 2020, the CDC Director issued an Order temporarily halting evictions in the United States for the reasons described therein. That Order was set to expire on December 31, 2020, subject to further extension, modification, or rescission. Section 502 of Title V, Division N of the Consolidated Appropriations Act, 2021 extended the Order until January 31, 2021. With the extension of the Order, Congress also provided \$25 billion for emergency rental assistance for the payment of rent and rental arrears. Congress later provided an additional \$21.55 billion in emergency rental assistance when it passed the American Rescue Plan.

On January 29, 2021, following an assessment of the ongoing pandemic, the CDC Director renewed the Order until March 31, 2021. This Order further extends and modifies the prior Eviction Moratoria until June 30, 2021, for the reasons described herein, subject to revision

²⁵ See *CARES Act Eviction Moratorium*, Congressional Research Service, <https://crsreports.congress.gov/product/pdf/IN/IN11320> (last visited Mar. 23, 2021).

²⁶ Vincent Reina et al., *COVID-19 Emergency Rental Assistance: Analysis of a National Survey of Programs*, Research Brief, https://nlihc.org/sites/default/files/HIP_NLIHC_Furman_Brief_FINAL.pdf (last visited Mar. 26, 2021).

²⁷ See Emily Benfer et al., *The COVID-19 Eviction Crisis: An Estimated 30-40 Million People in America are at Risk*, Aspen Institute, <https://www.aspeninstitute.org/blog-posts/the-covid-19-eviction-crisis-an-estimated-30-40-million-people-in-america-are-at-risk/> (last visited Mar. 23, 2021).

²⁸ *Household Pulse Survey*, United States Census Bureau, <https://www.census.gov/data-tools/demo/hhp/#/?measures=EVR> (last visited Mar. 25, 2021).

²⁹ As a baseline, approximately 900,000 renters are evicted every year in the United States. Princeton University Eviction Lab. *National Estimates: Eviction in America*, The Eviction Lab: Princeton University, <https://evictionlab.org/national-estimates/> (last visited Mar. 24, 2021).

based on the changing public health landscape. To the extent any provision of this Order conflicts with prior Orders, this Order is controlling.

Researchers estimate that, in 2020, Federal, state, and local eviction moratoria led to over one million fewer evictions than the previous year.³⁰ Additional research shows that, despite the CDC eviction moratorium leading to an estimated 50% decrease in eviction filings compared to the historical average, there have still been over 100,000 eviction filings since September, suggesting high demand and likelihood of mass evictions.³¹

EVICTION AND RISK OF COVID-19 TRANSMISSION

Evicted renters must move, which leads to multiple outcomes that increase the risk of COVID-19 spread. Specifically, many evicted renters move into close quarters in shared housing or other congregate settings. According to the Census Bureau American Housing Survey, 32% of renters reported that they would move in with friends or family members upon eviction, which would introduce new household members and potentially increase household crowding. Studies show that COVID-19 transmission occurs readily within households. The secondary attack rate in households has been estimated to be 17%, and household contacts are estimated to be 6 times more likely to become infected by an index case of COVID-19 than other close contacts. A study of pregnant women in New York City showed that women in large households (greater number of residents per household) were three times as likely to test positive for SARS-CoV-2 than those in smaller households, and those in neighborhoods with greater household crowding (>1 resident per room) were twice as likely to test positive. Throughout the United States, counties with the highest proportion of crowded households have experienced COVID-19 mortality rates 2.6 times those of counties with the lowest proportion of crowded households.

Shared housing is not limited to friends and family. It includes a broad range of settings, including transitional housing and domestic violence and abuse shelters. Special considerations exist for such housing because of the challenges of maintaining social distance. Residents often gather closely or use shared equipment, such as kitchen appliances, laundry facilities, stairwells, and elevators. Residents may have unique needs, such as disabilities, chronic health conditions, cognitive decline, or limited access to technology, and thus may find it more difficult to take actions to protect themselves from COVID-19. CDC recommends that shelters provide new residents with a clean mask, keep them isolated from others, screen for symptoms at entry, or arrange for medical evaluations as needed depending on symptoms. Accordingly, an influx of new residents at facilities that offer support services could potentially overwhelm staff and, if recommendations are not followed, lead to exposures.

Preliminary modeling projections and observational data from COVID-19 incidence comparisons across states that implemented and lifted eviction moratoria indicate that evictions substantially contribute to COVID-19 transmission. In mathematical models where eviction led exclusively to sharing housing with friends or family, lifting eviction moratoria led to a 40%

³⁰ Pete Hepburn & Rence Louis, *Preliminary Analysis: Six Months of the CDC Eviction Moratorium*, The Eviction Lab: Princeton University, <https://evictionlab.org/six-months-cdc/> (last visited Mar. 26, 2021).

³¹ *Id.*

increased risk of contracting COVID-19 among people who were evicted and those with whom they shared housing after eviction (pre-peer review). Compared to a scenario where no evictions occurred, the models also predicted a 5-50% increased risk of infection, even for those who did not share housing, as a result of increased overall transmission. The authors estimated that anywhere from 1,000 to 100,000 excess cases per million population could be attributable to evictions depending on the eviction and infection rates.

An analysis of observational data from state-based eviction moratoria in the 43 states and the District of Columbia showed significant increases in COVID-19 incidence and mortality approximately 2-3 months after eviction moratoria were lifted (pre-peer review). Specifically, the authors compared the COVID-19 incidence and mortality rates in states that lifted their moratoria with the rates in states that maintained their moratoria. In these models, the authors controlled for time-varying indicators of each state's test count as well as major public-health interventions including lifting stay-at-home orders, school closures, and mask mandates. After adjusting for these other changes, they found that the incidence of COVID-19 in states that lifted their moratoria was 1.6 times that of states that did not at 10 weeks post-lifting (95% CI 1.0, 2.3), a ratio that grew to 2.1 at ≥ 16 weeks (CI 1.1, 3.9). Similarly, they found that mortality in states that lifted their moratoria was 1.6 times that of states that did not at 7 weeks post-lifting (CI 1.2, 2.3), a ratio that grew to 5.4 at ≥ 16 weeks (CI 3.1, 9.3). The authors estimated that, nationally, over 433,000 cases of COVID-19 and over 10,000 deaths could be attributed to lifting state moratoria.³²

Although data are limited, available evidence suggests evictions lead to interstate spread of COVID-19 in two ways. First, an eviction may lead the evicted members of a household to move across state lines. Of the 35 million Americans who move each year, 15% move to a new state. Second, even if a particular eviction, standing alone, would not always result in interstate displacement, the mass evictions that would occur in the absence of this Order would inevitably increase the interstate spread of COVID-19. This Order cannot effectively mitigate interstate transmission of COVID-19 without covering intrastate evictions, as the level of spread of SARS-CoV-2 resulting from these evictions can lead to SARS-CoV-2 transmission across state borders. Moreover, intrastate spread facilitates interstate spread in the context of communicable disease spread, given the nature of infectious disease. In the aggregate, the mass-scale evictions that will likely occur in the absence of this Order will inevitably increase interstate spread of COVID-19.

EVICITION, HOMELESSNESS, AND RISK OF SEVERE DISEASE FROM COVID-19

Evicted individuals without access to support or other assistance options may become homeless, including older adults or those with underlying medical conditions, who are more at risk for severe illness from COVID-19 than the general population. In Seattle-King County, 5-15% of people experiencing homelessness between 2018 and 2020 cited eviction as the primary reason for becoming homeless. Additionally, some individuals and families who are evicted may

³² Leifheit, Kathryn M. and Linton, Sabriya L. and Raifman, Julia and Schwartz, Gabriel and Benfer, Emily and Zimmerman, Frederick J and Pollack, Craig, *Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality* (November 30, 2020). Available at SSRN: <https://ssrn.com/abstract=3739576> or <http://dx.doi.org/10.2139/ssrn.3739576>.

originally stay with family or friends, but subsequently seek homeless services. Among people who entered shelters throughout the United States in 2017, 27% were staying with family or friends beforehand.

People experiencing homelessness are at high risk for COVID-19. It may be more difficult for these persons to consistently access the necessary resources to adhere to public health recommendations to prevent COVID-19. For instance, it may not be possible to avoid certain congregate settings such as homeless shelters, or easily access facilities to engage in handwashing with soap and water.

Extensive outbreaks of COVID-19 have been identified in homeless shelters. In Seattle, Washington, a network of three related homeless shelters experienced an outbreak that led to 43 cases among residents and staff members. In Boston, Massachusetts, universal COVID-19 testing at a single shelter revealed 147 cases, representing 36% of shelter residents. COVID-19 testing in a single shelter in San Francisco led to the identification of 101 cases (67% of those tested). Data from 557 universal diagnostic testing events at homeless shelters in 21 states show an average of 6% positivity among shelter clients. Data comparing the incidence or severity of COVID-19 among people experiencing homelessness directly to the general population are limited. However, during the 15-day period of the outbreak in Boston, MA, researchers estimated a cumulative incidence of 46.3 cases of COVID-19 per 1000 persons experiencing homelessness, as compared to 1.9 cases per 1000 among Massachusetts adults (pre-print).

CDC guidance recommends increasing physical distance between beds in homeless shelters. To adhere to this guidance, shelters have limited the number of people served throughout the United States. In many places, considerably fewer beds are available to individuals who become homeless. Shelters that do not adhere to the guidance, and operate at ordinary or increased occupancy, are at greater risk for the types of outbreaks described above. The challenge of mitigating disease transmission in homeless shelters has been compounded because some organizations have chosen to stop or limit volunteer access and participation.

In the context of the current pandemic, large increases in evictions resulting in homelessness could have at least two potential negative consequences. One is if homeless shelters increase occupancy in ways that increase the exposure risk to COVID-19. The other is if homeless shelters limit new admissions, leading to increases in unsheltered homelessness, which is associated with significantly heightened risk of mortality generally. Neither consequence is in the interest of the public health.

Additionally, research suggests that the population of persons who would be evicted and those experiencing homelessness may be at risk of severe disease from COVID-19. Five studies have shown an association between eviction and hypertension, which has been associated with more severe outcomes from COVID-19. Also, people experiencing homelessness often have underlying conditions that increase their risk of severe outcomes of COVID-19. Among patients with COVID-19, homelessness has been associated with increased likelihood of hospitalization.

In short, evictions threaten to increase the spread of COVID-19 as they force people to move, often into close quarters in new shared housing settings with friends or family, or congregate

settings such as homeless shelters. The ability of these settings to adhere to best practices, such as social distancing and other infection control measures, decreases as populations increase.

MODIFICATIONS

In addition to extending the effective period of the prior orders, this Order makes several modifications. A description of each modification follows:

CDC added a statement in the “Statement of Intent” section consistent with the clarification of the “Evict” and “Eviction” definitions. The statement now specifically clarifies that one intended purpose of this Order is to mitigate the spread of COVID-19 by temporarily suspending the eviction of covered persons from residential property for nonpayment of rent.

CDC modified the “Applicability” section to add the following points:

A signed declaration submitted under a previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

Evictions for nonpayment of rent initiated prior to September 4, 2020, but not yet completed are subject to this Order, but those that were completed before September 4, 2020, are not subject to the Order.

While the Order does not prohibit evictions for engaging in criminal activity while on the leased premises, covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property despite nonpayment of rent.

Individuals who are confirmed to have, who have been exposed to, or who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on grounds that they pose a health or safety threat to other residents.

Even if a particular eviction, standing alone, would not always result in interstate displacement, the mass evictions that would occur in the absence of this Order would inevitably increase the interstate spread of COVID-19. Moreover, increases in intrastate spread further facilitate interstate spread in the context of communicable disease spread.

The “Background,” “Eviction and Risk of COVID-19 Infection” and “Eviction, Homelessness, and Risk of Severe Disease from COVID-19” subsections have been revised to reflect updated epidemiological and other relevant information in support of this Order.

CDC added a new section titled “Declaration Forms” with the following points:

To qualify as a covered person eligible for the protections of this Order, a tenant, lessee, or resident of a residential property must provide a completed and signed copy of a declaration with the elements listed in the definition of “Covered Person” to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed.

Tenants, lessees, or residents of a residential property may use any written document in place of the Declaration Form if it includes the required information as in the Form, is signed, and includes a perjury statement.

Tenants, lessees, or residents of a residential property can use a form translated into other Languages.

In some circumstances, it may be appropriate for one member of the residence to provide an executed declaration on behalf of the other adult residents who are party to the lease, rental agreement, or housing contract.

CDC modified the “Findings and Action” section to, among other things, further explain that this Order is not a rule within the meaning of the Administrative Procedure Act and, to the extent a court finds that the Order qualifies as a rule, there is good cause to dispense with prior public notice and comment.

APPLICABILITY

This Order does not apply in any state, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order or to the extent its application is prohibited by federal court order. In accordance with 42 U.S.C. 264(e), this Order does not preclude state, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents;³³ (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

³³ Individuals who might have COVID-19 are advised to stay home except to get medical care. Accordingly, individuals who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on the ground that they may pose a health or safety threat to other residents. See *What to Do if You are Sick*, Centers for Disease Control and Prevention, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html> (last updated Mar. 17, 2021).

A signed declaration submitted under a previous order remains valid notwithstanding the issuance of this extended and modified order, and covered persons do not need to submit a new declaration under this Order.

Any evictions for nonpayment of rent initiated prior to September 4, 2020, but not yet completed, are subject to this Order. Any tenant, lessee, or resident of a residential property who qualifies as a “Covered Person” and is still present in a rental unit is entitled to protections under this Order. Any eviction that was completed prior to September 4, 2020, is not subject to this Order.

Under this Order, covered persons may be evicted for engaging in criminal activity while on the premises. But covered persons may not be evicted on the sole basis that they are alleged to have committed the crime of trespass (or similar state-law offense) where the underlying activity is a covered person remaining in a residential property for nonpayment of rent. Permitting such evictions would result in substantially more evictions overall, thus increasing the risk of disease transmission as otherwise covered persons move into congregate settings or experience homelessness. This result would be contrary to the stated objectives of this Order, and therefore would diminish their effectiveness. Moreover, to the extent such criminal trespass laws are invoked to establish criminal activity solely based on a tenant, lessee, or resident of a residential property remaining in a residential property despite the nonpayment of rent, such invocation conflicts with this Order and is preempted pursuant to 42 U.S.C. 264(e).

Individuals who are confirmed to have, who have been exposed to, or who might have COVID-19 and take reasonable precautions to not spread the disease may not be evicted on grounds that they may pose a health or safety threat to other residents.

The Order is extended through June 30, 2021, based on the current and projected epidemiological context of SARS-CoV-2 transmission throughout the United States. Although daily incidence of COVID-19 decreased and plateaued between January and March 25, 2021, widespread transmission continues at high levels, making the Order still necessary, especially given that previous plateaus have led to secondary and tertiary phases of acceleration. Furthermore, the number of deaths per day continues at levels comparable to or higher than when this Order was established in September 2020.³⁴ This 90-day extension will allow the assessment of natural changes to COVID-19 incidence, the influences of new variants, and the expansion of COVID-19 vaccine coverage to determine if there is a continued need for a national eviction moratorium.

DECLARATION FORMS

To qualify for the protections of this Order, a tenant, lessee, or resident of a residential property must provide a completed and signed copy of a declaration with the elements listed in the definition of “Covered person” to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. To

³⁴ *Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory*, Centers for Disease Control and Prevention, https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendsdeaths (last visited Mar. 22, 2021).

assist tenants and landlords, the CDC created a standardized declaration form that can be downloaded here: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>.

Tenants, lessees, and residents of residential property are not obligated to use the CDC form. Any written document that an eligible tenant, lessee, or residents of residential property presents to their landlord will comply with this Order, as long as it contains the required elements of “Covered person” as described in this order. In addition, tenants, lessees, and residents of residential property are allowed to declare in writing that they meet the elements of covered person in other languages.

All declarations, regardless of form used, must be signed, and must include a statement that the tenant, lessee, or resident of a residential property understands that they could be liable for perjury for any false or misleading statements or omissions in the declaration. This Order does not preclude a landlord challenging the truthfulness of a tenant’s, lessee’s, or resident’s declaration in court, as permitted under state or local law.

In certain circumstances, such as individuals filing a joint tax return, it may be appropriate for one member of the residence to provide an executed declaration on behalf of the other adult residents party to the lease, rental agreement, or housing contract. The declaration may be signed and transmitted either electronically or by hard copy.

FINDINGS AND ACTION

For the reasons described herein, I am extending and modifying the September 4, 2020 Order, as extended by section 502 of Title V, Division N of the Consolidated Appropriations Act, 2021 and further extended by the January 29, 2021 Order. I have determined that extending the temporary halt in evictions in this Order constitutes a reasonably necessary measure under 42 CFR 70.2 to prevent the further spread of COVID-19 throughout the United States. I have further determined that measures by states, localities, or territories that do not meet or exceed these minimum protections are insufficient to prevent the interstate spread of COVID-19.³⁵

Based on the convergence of COVID-19, household crowding and transmission, and the increased risk of individuals sheltering in close quarters in congregate settings such as homeless shelters, which may be unable to provide adequate social distancing as populations increase, I have determined that extending the temporary halt on evictions is appropriate.

Therefore, under 42 CFR 70.2, subject to the limitations under the “Applicability” section, the September 4, 2020 Order is hereby modified and extended through June 30, 2021.

Accordingly, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person from any residential

³⁵ In the United States, public health measures are implemented at all levels of government, including the federal, state, local, and tribal levels. Publicly-available compilations of pending measures indicate that eviction moratoria and other protections from eviction have expired or are set to expire in many jurisdictions. *COVID-19 Housing Policy Scorecard*, The Eviction Lab: Princeton University, <https://evictionlab.org/covid-policy-scorecard/> (last visited Mar. 23, 2021).

property in any state or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in this Order.

This Order is not a rule within the meaning of the Administrative Procedure Act (APA) but rather an emergency action taken under the existing authority of 42 C.F.R § 70.2. The purpose of section 70.2, which was promulgated through notice-and-comment rulemaking, is to enable CDC to take swift steps to prevent contagion without having to seek a second round of public comments and without a delay in effective date.³⁶

In the event that this Order qualifies as a rule under the APA, notice and comment and a delay in effective date are not required because there is good cause to dispense with prior public notice and comment and the opportunity to comment on this Order and the delay in effective date. See 5 U.S.C. 553(b)(3)(B). Considering the public health emergency caused by COVID-19, it would be impracticable and contrary to the public health, and by extension the public interest, to delay the issuance and effective date of this Order.

In the September 4, 2020 Order, the previous CDC Director determined that good cause existed because the public health emergency caused by COVID-19 made it impracticable and contrary to the public health, and by extension the public interest, to delay the issuance and effective date of the Order. The previous Director also found that a delay in the effective date of the Order would permit the occurrence of evictions—potentially on a mass scale—that would have potentially significant consequences. For these reasons, the previous Director concluded that the delay in the effective date of the Order would defeat the purpose of the Order and endanger the public health and, therefore, determined that immediate action was necessary. As a result, the previous Director issued the Order without prior notice and comment and without a delay in the effective date. I made similar findings in the January 29, 2021 Order.

As noted above, although transmission levels have decreased since January, between February 25, 2021 and March 25, 2021, the daily incidence of COVID-19 remained comparable to the summer peak of transmission in July 2020. Daily incidence in the last 30 days has remained consistently higher than the daily incidence when the Order took effect in September 2020. Furthermore, 37% of counties in the United States are categorized as experiencing “high” transmission (over 100 cases per 100,000 people or greater than 10% test positivity) and an additional 30% of counties are categorized as experiencing “substantial” transmission (50-99.99 cases per 100,000 people or 8-9.99% test positivity). No counties are currently considered free of spread, and only 8% of counties are considered to have low transmission. Because of these reasons and because the current extension is set to expire on March 31, 2021, I hereby conclude that immediate action is again necessary without prior notice and comment and without a delay in the effective date.

The rapidly changing nature of the pandemic requires not only that CDC act swiftly, but also deftly to ensure that its actions are commensurate with the threat. This necessarily involves assessing evolving conditions that inform CDC’s determinations.

³⁶ *Chambless Enters., LLC v. Redfield*, No. 20-1455, 2020 WL 7588849, (W.D. La. 2020).

Although the pandemic is dynamic and the situation evolves over time, the fundamental public health threat that existed on September 4, 2020, and January 29, 2021—the risk of large numbers of residential evictions contributing to the spread of COVID-19 throughout the United States—continues to exist. Without this Order, there is every reason to expect that evictions will increase. It is imperative that public health authorities act quickly to help ward off an unprecedented wave of evictions, which would threaten new spikes in SARS-CoV-2 transmission at a critical juncture in fight against COVID-19. Such mass evictions and the attendant public-health consequences would be very difficult, if not impossible, to reverse. It would be impracticable and contrary to the public interest to delay the issuance and effective date of the Order pending notice-and-comment rulemaking for the reasons described herein, and because of the ever-changing landscape of the pandemic and the uncertainty of whether Congress would grant another extension as it did in December 2020.

Similarly, if this Order qualifies as a rule under the APA, the Office of Information and Regulatory Affairs (OIRA) has determined that it would be an economically significant regulatory action pursuant to Executive Order 12866 and a major rule under the Congressional Review Act (CRA). But there would not be a delay in its effective date. CDC has determined that for the same reasons, there would be good cause under the CRA to make the requirements herein effective immediately. Thus, this action has been reviewed by OIRA.

If any provision of this Order, or the application of any provision to any persons, entities, or circumstances, shall be held invalid, the remainder of the provisions, or the application of such provisions to any persons, entities, or circumstances other than those to which it is held invalid, shall remain valid and in effect.

This Order shall be enforced by federal authorities and cooperating state and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18. However, this Order has no effect on the contractual obligations of renters to pay rent and shall not preclude charging or collecting fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

CRIMINAL PENALTIES

Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in a death, or a fine of no more than \$250,000 or one year in jail, or both if the violation results in a death, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate criminal proceedings as appropriate seeking imposition of these criminal penalties.

NOTICE TO COOPERATING STATE AND LOCAL OFFICIALS

Under 42 U.S.C. 243, the U.S. Department of Health and Human Services is authorized to cooperate with and aid state and local authorities in the enforcement of their quarantine and other

health regulations and to accept state and local assistance in the enforcement of federal quarantine rules and regulations, including in the enforcement of this Order.

NOTICE OF AVAILABLE FEDERAL RESOURCES

While this Order to prevent eviction is effectuated to protect the public health, the states and units of local government are reminded that the Federal Government has deployed unprecedented resources to address the pandemic, including housing assistance.

The Department of Housing and Urban Development (HUD), the Department of Agriculture, and Treasury have informed CDC that unprecedented emergency resources have been appropriated through various Federal agencies that assist renters and landlords during the pandemic, including \$46.55 billion to the Treasury through the Consolidated Appropriations Act of 2021 and the American Rescue Plan (ARP). Furthermore, in 2020 44 states and 310 local jurisdictions allocated about \$3.9 billion toward emergency rental assistance, largely from funds appropriated to Treasury and HUD from the Coronavirus Aid, Relief, and Economic Security (CARES).³⁷ These three rounds of federal appropriations also provided substantial resources for homeless services, homeowner assistance, and supplemental stimulus and unemployment benefits that low income renters used to pay rent.

Visit <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> for more information about the Coronavirus Relief Fund and <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program> for more information about the Emergency Rental Assistance Program. HUD has further informed CDC that forbearance policies for mortgages backed by the federal government are in effect until June 30, 2021, which provide many landlords, especially smaller landlords, with temporary relief as new emergency rental assistance programs are deployed.

HUD, USDA and Treasury grantees and partners play a critical role in prioritizing efforts to support this goal. As grantees decide how to deploy CDBG-CV and ESG-CV funds provided by the new funding from the CARES Act, Consolidated Appropriations Act of 2021, and ARP all communities should assess what resources have already been allocated to prevent evictions and homelessness through temporary rental assistance and homelessness prevention, particularly to the most vulnerable households.

HUD stands at the ready to support American communities take these steps to reduce the spread of COVID-19 and maintain economic prosperity. For program support, including technical assistance, please visit www.hudexchange.info/program-support. For further information on HUD resources, tools, and guidance available to respond to the COVID-19 pandemic, state and local officials are directed to visit <https://www.hud.gov/coronavirus>. These tools include toolkits for Public Housing Authorities and Housing Choice Voucher landlords related to housing stability and eviction prevention, as well as similar guidance for owners and renters in HUD-

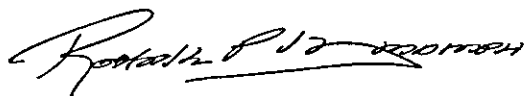
³⁷ Vincent Reina et al, *COVID-19 Emergency Rental Assistance: Analysis of a National Survey of Programs*, Research Brief, https://nlihc.org/sites/default/files/HIP_NLIHC_Furman_Brief_FINAL.pdf (last visited Mar. 26, 2021).

assisted multifamily properties. Furthermore, tenants can visit consumerfinance.gov/housing for up-to-date information on rent relief options, protections, and key deadlines.

EFFECTIVE DATE

This Order is effective on April 1, 2021, and will remain in effect through June 30, 2021, subject to revision based on the changing public health landscape.

In testimony whereof, the Director, Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, has hereunto set her hand at Atlanta, Georgia, this 28th day of March 2021.



Rochelle P. Walensky, M.D., M.P.H.

Director,

Centers for Disease Control and Prevention

STRICTLY CONFIDENTIAL

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**CITATIONS OF AUTHORITY
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INTRODUCTION

1. Petitioner, TAMERLANE TIMUR BEY II, petitions this Court for writ of certiorari to direct Elizabeth J Starr, to “rule” on a matter assigned to her, more specifically, the verified motion for his disqualification as trial Judge in this matter, and further recuse herself, and proceed no further in this action.

2. References to the docket of the proceedings below shall be to the Appendix filed contemporaneously herewith, and shall be designated as “A”

BASIS FOR INVOKING THE JURISDICTION OF THE COURT

3. This Court has original jurisdiction under Article V, Section 4 (b),(3) of the Florida Constitution, and Rule 9.030(b)(3), of the Florida Rules of Appellate Procedure to issue writs of mandamus to direct Circuit Court Elizabeth J Starr to enter her Order of Recusal forthwith, and proceed no further in this action.

PARTIES

4. Petitioner TAMERLANE TIMUR BEY II is an adult individual whose address is 3708 Shawn Circle Orlando, Florida 32826.
5. Respondent VO THI NGYUET address is 425 North Orange Avenue, Orlando, Florida 32801.

STATEMENT OF THE FACTS

6. On May 17th, 2021; May 29th, 2021, June 18th, 2021; Petitioner filed, served, and directed, a Verified Motion to Disqualify Trial Judge Elizabeth J Starr pursuant to Florida Canon 3 B(1), and Rule 2.330 (f), of the Florida Rules of Judicial Administration, and Florida Statute 38.10, (A.1).

7. On May 17th, 2021, or anytime thereafter Judge Elizabeth J Starr did not rule on the Motion to Disqualify” or otherwise hear and “decide” a matter that was assigned to her as a Circuit Court Judge. This Court cannot allow such a miscarriage of justice to occur and go unchecked despite its desire to do just that.

NATURE OF THE RELIEF SOUGHT

8. The petitioner requests that this court issue a writ of certiorari, all writs, or any writ it courts deems adequate directing Circuit Court Judge Elizabeth J Starr to enter her Order of Recusal forthwith, and proceed no further in this action to prevent any further irreparable harm by the Courts that cannot adequately be corrected on Appeal subject to Florida Rule 9.100– ORIGINAL PROCEEDINGS.

9. The petitioner requests that this court issue a writ of Mandamus directing Courts to enter an Order to reverse and halt any eviction proceedings forthwith to perform its ministerial duties and grant Plaintiff’s Motion to Amended Affirmative Defense Counter Claim And Demand Jury Trial as required by law,

ARGUMENT

10. Petitioner’s primary interest is Judge Elizabeth J Starr refusal to comply with the Rules of Conduct, Canon 3B (1), the Rules of Administration, Rule 2.330 (f), and Florida Law, Statute 38.10, these rules and law are clear, and unambiguous in every way. Judge Elizabeth J Starr has

placed herself above law, which the Petitioner rejects, we are a Nation, State and County of laws, AND NOT OF MEN and no man or woman is above the law including Judge Elizabeth J Starr.

I. PETITIONER HAS A CLEAR LEGAL RIGHT AS A LITIGANT, A CITIZEN AND A TAXPAYER TO REQUEST CERTIORARI RELIEF.

11. At the outset, Petitioner has a clear legal right as a litigant, citizen and taxpayer to request mandamus relief to direct Circuit Court Judge Elizabeth J Starr to enter his Order of Recusal forthwith, and proceed no further in this action.

II. CIRCUIT COURT JUDGE ELIZABETH J STARR HAS A CLEAR MINISTERIAL DUTY TO HEAR AND DECIDE MATTERS ASSIGNED TO THE JUDGE PURSUANT TO CANON 3 B (1).

12. Circuit Court Judge Elizabeth J Starr has a clear ministerial duty to hear and decide matters assigned to her.

13. Canon 3B (1), of the Florida Code of Judicial Conduct provides.

A judge "SHALL" hear and decide matters assigned to the judge except those in which disqualification is required.

14. The word "SHALL" removes any, and all options of a judge to do anything other than the words following the word "SHALL" in this instance, hear and decide matters assigned to the judge, Judge Elizabeth J Starr REFUSED to hear and decide matters assigned to her as a Circuit Court Judge. Judge Elizabeth J Starr is in no way above the law, and he too must comply with this rule of conduct.

III. CIRCUIT COURT JUDGE ELIZABETH J STARR HAS QUALIFIED HERSELF FOR DISQUALIFICATION BY REFUSING TO HEAR AND DECIDE MATTERS ASSIGNED TO HER.

15. Canon 3B (1) of the Florida Code of Judicial Conduct provides. A judge “SHALL” hear and decide matters assigned to the judge except those in which disqualification is required.

16. The word “SHALL” removes any and all options of a judge to do anything other than the words following the word “SHALL” in this instance, “hear and decide matters assigned to the judge “EXCEPT” THOSE IN WHICH DISQUALIFICATION IS REQUIRED,”

17. Disqualification is indefinitely required in this action, specifically because the Judge unlawfully “refused” to hear and decide matters assigned to her as a Circuit Court Judge, more specifically the Verified Motion for the disqualification of trial judge Elizabeth J Starr, and because Judge Elizabeth J Starr is in no way above the law, she too must comply with this rule of conduct.

IV. CIRCUIT COURT JUDGE ELIZABETH J STARR HAS A CLEAR MINISTERIAL DUTY TO RECUSE HERSELF “IMMEDIATELY” UPON FILING AND SERVICE OF A LEGALLY SUFFICIENT MOTION TO DISQUALIFY A TRIAL JUDGE PURSUANT TO RULE 2.330(f)

18. Rule 2.330 (f) Determination — Initial Motion provides.

The judge against whom an initial motion to disqualify under subdivision (d),(1) is directed “SHALL” determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge “SHALL” immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for denial shall be stated, and an order of denial shall not take issue with the motion.

19. The word “SHALL” removes any and all options of a judge to do anything other than the words following the word “SHALL”, in this instance, “determine only the legal sufficiency of the motion to disqualify” and in the second instance, the judge “SHALL” “immediately enter an order granting disqualification and proceed no further in the action” and because Judge Elizabeth J Starr is in no way above the law, she too must comply with this rule of administration.

V. CIRCUIT COURT JUDGE ELIZABETH J STARR HAS A CLEAR MINISTERIAL DUTY TO PROCEED NO FURTHER IN THIS ACTION PURSUANT TO FLORIDA STATUTE 38.10

20. Florida Statute 38.10 provides as follows. Whenever a party to any action or proceeding makes and files an affidavit stating fear that he or she will not receive a fair trial in the court where the suit is pending on account of the prejudice of the judge of that court against the applicant or in favor of the adverse party, the judge “SHALL” proceed no further, but another judge shall be designated in the manner prescribed by the laws of this state for the substitution of judges for the trial of causes in which the presiding judge is disqualified. Every such affidavit shall state the facts and the reasons for the belief that any such bias or prejudice exists and shall be accompanied by a certificate of counsel of record that such affidavit and application are made in good faith. However, when any party to any action has suggested the disqualification of a trial judge and an order has been made admitting the disqualification of such judge and another judge has been assigned and transferred to act in lieu of the judge so held to be disqualified, the judge so assigned and transferred is not disqualified on account of alleged prejudice against the party making the suggestion in the first instance, or in favor of the adverse party, unless such judge admits and holds that it is then a fact that he or she does not stand fair and impartial between the parties. If such judge holds, rules, and adjudges that he or she does stand fair and impartial as

between the parties and their respective interests, he or she shall cause such ruling to be entered on the minutes of the court and shall proceed to preside as judge in the pending cause. The ruling of such judge may be assigned as error and may be reviewed as are other rulings of the trial court.

21. The word “SHALL” removes any, and all options of a judge to do anything other than the words following the word “SHALL”, in this instance, shall “proceed no further” and because Judge Bidwill is in no way above the law, he too must comply with this law.

PETITIONER HAS NO OTHER ADEQUATE REMEDY

22. A Petition for Certiorari is the only adequate remedy available to Petitioner given that the circumstances here call for an immediate resolution to avoid and further prevent an extreme miscarriage of justice or ministerial duties by law.

CONCLUSION

23. For the foregoing reasons, this Court should issue a writ of Prohibition Compelling Circuit Court Judge Elizabeth J Starr to enter her Order of Recusal forthwith, and proceed no further in this action.

24. For the foregoing reasons, this Court should issue a writ of Mandamus or Writ of Certiorari Compelling Florida Fifth District Circuit Courts to stay and halt any eviction proceedings or disbursements of rent forthwith to perform its ministerial duties and further grant Plaintiff’s Motion to Amended Affirmative Defense Counter Claim And Demand Jury Trial as required by law.

25. For the foregoing reasons, this Court should grant this Petition For Writ of Certiorari where there is no other adequate remedy or ability to appeal; and issue Writ of Certiorari or any writ necessary or proper to the complete exercise of its jurisdiction See Florida Rule of Appellate Procedure 9.100; Rule 9.030(a)(3).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing has been furnished to the Clerk of the Fifth District Court of Appeal via the Court's electronic filing system, and that a true and correct copy of the foregoing has been furnished via email, this 18th day of June, 2021, to Jennifer Beaman Clark, Esq., jennbclark@gmail.com; Honourable Judge Elizabeth J. Starr through the ECF portal.

/s/ Tamerlane Timur Bey II
TAMERLANE TIMUR BEY II

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