

# **Pre-Move-In and Lease Commencement:**

## **A Definitive and Strategically Imperative Account**

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This section provides a definitive and strategically imperative account of all significant events, communications, and interactions that occurred prior to and on the official commencement date of the lease agreement, November 1, 2023. This meticulously detailed narrative is not merely a recounting of facts; it is a carefully constructed foundation for understanding the subsequent disputes, highlighting potential irregularities, misrepresentations, and violations that were deliberately woven into the fabric of this tenancy from its very inception. It is designed to be a powerful tool in building a compelling case, leaving no room for ambiguity or misinterpretation.

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### **I. Initial Contact, (Mis)Representation, and Lease-signing & Move-in Events:**

#### **Realtor as Primary Contact and Gatekeeper:**

Zach Steinberger, a licensed real estate agent with COMPASS Realty, strategically positioned himself as the sole point of contact for the tenants, Stephen Boerner and Melissa Bemer. He acted as a gatekeeper, controlling the flow of information and access to the landlords, Luther J. Rollins, Jr., and Mary O. Polk. This deliberate control was a key element in the unfolding scheme.

#### **Dual Representation:**

Steinberger's dual role as listing agent, rental agent, and de facto property manager created an inherent conflict of interest. This allowed him to prioritize the landlords' interests over the tenants', potentially obscuring critical information and manipulating the process to their advantage. This conflict was not a mere oversight but a calculated strategy.

#### **Lease Agreement Details:**

The lease agreement was for a residential property located at 2649 Tifton St. S, Gulfport, FL 33711. The lease term was set to begin on November 1, 2023, and end on August 31, 2024. The security deposit was established at \$4,500, a substantial sum that would later become a focal point of the dispute. This was not just a financial transaction; it was a carefully crafted contractual trap.

#### **Communication Channels and Lack of Transparency:**

Initial communications were primarily conducted via email and text message, with Zach Steinberger using his COMPASS Realty email address and cell phone number. Luther Rollins, Jr., was conspicuously absent from these initial communications, creating a deliberate sense of distance and lack of direct accountability. This was not a passive omission but an active strategy to shield the landlords from direct scrutiny.

### **Pre-Lease Conversation: A Calculated Disclosure of Legal Authority:**

During casual conversations with Zach Steinberger prior to the lease signing, the tenants inquired about Luther Rollins, Jr., as they were interested in getting to know the faceless individual behind the lease agreement. Steinberger strategically disclosed that Luther was a lawyer and seemed eager to work with someone who potentially had many properties. Steinberger specifically discussed the strategy of working with a smaller landlord, compared to larger landlords, like what Luther seemed to be at the time. This disclosure, while seemingly innocuous, was a calculated move to establish credibility and potentially intimidate the tenants with the implied legal authority of Luther. It was a subtle but powerful form of psychological manipulation.

## **II. Move-In Costs, Payment Instructions, and Initial Payment: A Web of Misdirection and Control**

### **Total Move-In Costs: A Substantial Financial Commitment Designed to Entrap:**

The tenants were required to pay a total of \$14,000 before receiving the keys and taking possession of the property.

The payment instructions for this substantial financial commitment was explicitly communicated by Zach Steinberger and comprised:

#### Security Deposit:

- \$4,500 (equal to one month's rent)

#### First Month's Rent:

- \$4,500

#### Last Month's Rent:

- \$4,500

#### Pet Deposit:

- \$500

### **Payment Method Instruction:**

Zach Steinberger explicitly instructed the tenants to make the initial payment of \$14,000 via cashier's check, payable to Luther Rollins, Jr. This instruction was provided verbally and via text message. This instruction was significant as it aligned with the name of one of the landlords on the lease agreement, providing a false sense of security and legitimacy to the transaction. It was a calculated move to obscure the true recipient of the funds and create a false sense of trust.

**Initial Payment Discrepancy:**

The tenants initially issued a cashier's check for \$13,500, inadvertently omitting the \$500 pet deposit. This error, while minor, foreshadowed the lack of attention to detail and potential for future oversights and misrepresentations on the part of the landlords and their agent.

**Delivery Process:**

A Chain of Indirect Transactions Designed to Distance the Landlords: Stephen Boerner hand-delivered the \$13,500 cashier's check to a COMPASS Realty front-desk worker at Zach Steinberger's office in downtown St. Petersburg. This worker was an employee of COMPASS Realty, acting as a representative of Zach Steinberger in his absence. The delivery was made during regular business hours, further distancing the landlords from the transaction and creating a layer of insulation from direct accountability.

Melissa Berner subsequently coordinated with Zach Steinberger to deliver the remaining \$500 in cashier's checks, ensuring the total move-in cost of \$14,000 was covered at the time of the lease signing. This second delivery was also made to the COMPASS Realty office, reinforcing the indirect nature of the transaction and the landlords' deliberate avoidance of direct contact.

**Timing of Payments: A Rushed and Unorganized Process Designed to Create Confusion:**

The process of signing the lease, acquiring, and dropping off cashier's checks took place on or around September 24th and 30th, 2023.

**III. Lease Signing, Key Exchange, and Initial Property Access: A Flawed Foundation Built on Deception****Lease Execution: A Digital Deception Designed to Obscure the Terms:**

The lease agreement was executed digitally through turbotenant.com in the late hours of the same day it was sent to the tenants. Zach Steinberger sent the lease to the tenants via turbotenant.com, and the tenants executed their version of the lease within an hour of receiving it.

Zach Steinberger had previously sent text messages to the tenants stating that there were other interested parties, but the tenants were first in line and should move quickly, creating a sense of pressure and urgency.

This rushed process prevented the tenants from thoroughly reviewing the lease and identifying potential issues. Upon accessing the turbotenant.com dashboard, the tenants noted that Zach Steinberger was listed as the landlord, which conflicted with the lease agreement.

This discrepancy was not corrected until after the lease had ended when Stephen Boerner requested a copy of the executed lease agreement and re-

entered the turbotenant.com login screen, highlighting the realtor's control over the platform and the lease itself.

#### **Key Acquisition: A Direct Encounter, a Missed Opportunity for Transparency:**

The keys were provided during an on-site move-in attended by Luther Rollins, Jr. Zach Steinberger was not present. Luther Rollins, Jr., provided the keys and alleged to have presented Melissa Bemer with an inventory list that he alleged she signed. However, Luther Rollins, Jr., did not get signatures on the inventory list of the property's furniture and accessories by all four parties on the lease agreement.

Stephen Boerner has never seen this inventory list before, during, or after vacating the property, and it was never formalized as an addendum and attached to the lease agreement in transparency.

#### **Initial Property Access: A Limited View Designed to Conceal Defects:**

The tenants were granted access to the property on or around October 30, 2023, for the purpose of moving in. This access was granted by Luther Rollins, Jr., providing a limited view of the property and its condition before the official lease commencement. This was not a mere convenience but a deliberate strategy to conceal potential defects and issues with the property.

### **IV. Post-Lease Signing, Pre-Move-In Communication, and Payment Instructions: A Deliberate Strategy of Delay and Deception**

#### **Lack of Payment Instructions: A Calculated Omission Designed to Create Confusion:**

With the lease agreement signed and the initial payment completed, the tenants were left without clear instructions for subsequent monthly rent payments. This deliberate omission was intended to create confusion and potentially lay the groundwork for future disputes. It was a calculated strategy to maintain control and exploit the tenants' vulnerability.

#### **Initial Inquiry: A Futile Attempt to Seek Clarity:**

On November 23, 2023, Stephen Boerner contacted the landlord via text message to inquire about payment instructions, as none had been provided by that time. This initial request went unanswered, setting a precedent for future communication issues and demonstrating a deliberate lack of responsiveness from the landlords. It was a clear signal that the landlords were not interested in open and transparent communication.

#### **Second Inquiry and Response: A Calculated Delay Designed to Create Undue Pressure:**

On November 29, 2023, the tenant made another request for payment instructions via text message and email. The landlord, Luther Rollins, Jr., responded on the same day, November 29, 2023, stating that payment

instructions had been mailed. This response, while seemingly prompt, was strategically timed to create undue pressure on the tenants and set them up for potential failure.

#### **Late Payment Instructions:**

The package containing these instructions was received on November 29, 2023, at the property located at 2649 Tifton St. S, Gulfport, FL 33711, just two days before the first of eight monthly recurring rental payments was due on December 1, 2023. This caused undue pressure without acknowledgment from the landlord that he was inflicting this or providing information about whether there would be an extension due to the delay in receiving the instructions.

This delay created a sense of uneasiness and deception. It was minor, yet very unusual. It wasn't known why there was a clear attempt to induce a sense of urgency and potentially set the tenants up for failure. It was a calculated move to maintain control and exploit the tenants' vulnerability.

#### **Amarlu Enterprises Introduction: A Hidden Entity Designed to Obscure the True Recipient:**

The mailed package contained instructions to send all subsequent monthly rent payments to Amarlú Enterprises, a North Carolina-registered business, at 231 Government Ave #3094, Hickory, NC 28602.

This entity was not named or disclosed anywhere in the lease agreement. The package was mailed from Hickory, NC, further distancing the landlords from the transaction and obscuring the true recipient of the funds.

#### **Pre-Addressed Envelopes: A Calculated Control Designed to Maintain Power:**

The package included eight pre-stamped, pre-addressed envelopes for the tenants to use for monthly payments to Amarlú Enterprises. The envelopes were addressed to the Hickory, NC address.

These envelopes were intended for the eight monthly recurring payments between the first and last months of the lease, which were covered by the initial move-in costs. This pre-packaged system was designed to control the flow of payments and further obscure the true recipient of the funds. It was a calculated move to maintain power and control over the tenants.

#### **Lease Address Discrepancy: Inaccurate Landlord-Representation**

The lease agreement contained six address fields in total (five for "landlord address" and one for the rented property being leased, therefore the tenants address). The address stated for rental payment, and other items like maintenance requests, formal notices, etc. was an address inputted by the landlords.

That address the landlords inputted for all five fields requiring a landlord address was inputted as:

2649 Tifton St. S. Gulfport, FL 33711.

This address matches the tenant address, resulting in one address for all parties on the lease, a gross violation of Florida statutes. This blatant misrepresentation was a clear attempt to deceive the tenants and obscure the true identity of the landlords. It was a calculated move to create confusion and potentially exploit the tenants' vulnerability.

#### **Luther Rollins, Jr.'s Email: An Implied Threat Designed to Intimidate:**

During this period, the tenants noted that Luther Rollins, Jr., was using the email address "[luther2law@gmail.com](mailto:luther2law@gmail.com)" in communications. This email address was not disclosed during the initial lease negotiations and was not used by Luther Rollins, Jr., prior to the lease signing. The tenants recognized this email address as a clear indication that Luther was a lawyer, potentially creating a sense of intimidation and unequal power dynamics. It was a calculated move to exert psychological pressure on the tenants.

#### **No Addendum: A Deliberate Omission Designed to Violate Legal Requirements:**

All four parties drafted or executed no addendum to formalize the substantial and material modification to the lease agreement, specifically the change in payment recipient from Luther J. Rollins, Jr., to Amarlu Enterprises. This deliberate omission was a clear violation of standard practice and a potential violation of Florida law. It was a calculated move to avoid legal scrutiny and maintain control over the financial transactions.

#### **Pet Deposit: A Disregarded Obligation Designed to Unlawfully Retain Funds:**

The \$500 pet deposit was never returned or noted in any communication and was discarded and treated like a pet fee. None of the claims in the claims on security deposit letter include any pet-related damages, highlighting the landlords' disregard for their contractual obligations and their intent to unlawfully retain the funds. It was a calculated move to exploit the tenants' vulnerability and disregard their contractual rights.

### **V. Key Observations, Potential Violations, and Red Flags: A Deliberate Pattern of Deception and Control**

#### **Lack of Transparency: A Deliberate Strategy to Obscure the Truth:**

The introduction of Amarlu Enterprises as the recipient of rent payments, without prior disclosure or a formal addendum to the lease, raises serious concerns about transparency and possible misrepresentation. This was not an oversight but a calculated move to obscure the true recipient of the funds and create a misleading sense of security.

#### **Realtor's Dual Role: A Conflict of Interest Designed to Prioritize Landlord Interests:**

Zach Steinberger's multiple roles as listing agent, rental agent, and de facto property manager create a potential conflict of interest and raise questions about his neutrality in the transaction. This conflict of interest allowed him to

prioritize the landlords' interests over the tenants' and potentially obscure critical information. It was a calculated move to exploit the tenants' vulnerability and maintain control over the process.

### **Delayed Payment Instructions: A Calculated Imposition Designed to Create Undue Pressure:**

The late provision of payment instructions, just two days before the second month's rent was due, created undue pressure and set a precedent for future communication issues. This was not an oversight but a deliberate attempt to create a sense of urgency and potentially set the tenants up for failure. It was a calculated move to maintain power and control over the tenants.

### **Lease Address Discrepancy: Misrepresentation Begins**

With the lease agreement listing six address fields in total—five designated for the "landlord address" and one for the rented property (thus, the tenant's address)—the address provided for rental payments and other communications like maintenance requests and formal notices was entered by the landlords.

The landlord address they used for all five landlord address fields was:

2649 Tifton St. S. Gulfport, FL 33711.

This address coincides with the tenant's address, resulting in a single address for all parties on the lease, which constitutes a blatant violation of Florida statutes.

It is improbable to assume this was a mere oversight. In subsequent sections, the timeline of Amarlu Enterprises in North Carolina will shed light on the perception that evolved over more than a year from the tenant's perspective. Whether intentional or not, this conduct—be it ignorance, negligence, or bad faith—amounts to misrepresentation.

As this document further unfolds, it will become increasingly evident why it is believed that these initial actions by the landlord were a deliberate attempt to mislead the tenants and obscure the landlords' true identity. It was a strategic move designed to create confusion and potentially exploit the tenants' vulnerability.

### **Luther's Email Address: An Implied Threat Designed to Intimidate:**

The use of "[luther2law@gmail.com](mailto:luther2law@gmail.com)" by Luther Rollins, Jr., raises questions about his intent and whether he was attempting to project an image of legal authority. This was a calculated move to potentially intimidate the tenants and create an unequal power dynamic. It was a subtle but powerful form of psychological manipulation.

### **Statutory Non-Compliance: A Clear Violation Designed to Avoid Legal Scrutiny:**

The failure to provide a formal addendum to the lease agreement to reflect the change in payment recipient is a potential violation of Florida law. This was not

an oversight but a deliberate disregard for legal requirements. It was a calculated move to avoid legal scrutiny and maintain control over the financial transactions.

**Lack of Fully Executed Lease: A Deviation from Standard Practice Designed to Obscure the Terms:**

The tenants were not provided with a fully executed copy of the lease at the time of signing, which is a deviation from standard practice and a potential attempt to obscure the terms of the agreement. It was a calculated move to maintain control over the lease and exploit the tenants' vulnerability.

**Unreturned Pet Deposit: A Disregarded Obligation Designed to Unlawfully Retain Funds:**

The pet deposit was never returned or accounted for, despite the lease stating it was a deposit and not a fee. This was a clear disregard for the contractual obligations and a potential attempt to unlawfully retain the funds. It was a calculated move to exploit the tenants' vulnerability and disregard their contractual rights.

**VI. Conclusion: A Deliberate and Calculated Scheme of Deception and Control**

The events leading up to and including the first day of the lease reveal a deliberate and calculated scheme of irregularities, potential misrepresentations, and violations. The lack of transparency, the introduction of an undisclosed third party for rent payments, the delayed payment instructions, the lease address discrepancy, the use of "[luther2law@gmail.com](mailto:luther2law@gmail.com)," the lack of a fully executed lease, and the unreturned pet deposit all point to a problematic start to the tenancy. These issues laid the groundwork for the subsequent disputes and highlight the need for a thorough investigation into the landlords' and realtor's actions. This was not a series of isolated incidents but a deliberate and calculated strategy to deceive and control the tenants from the very beginning. This section serves as a powerful indictment of the landlords' and realtor's