

## OPENING DETAIL:

### Opening Statement:

Your November 8, 2024 letter and your settlement offer of \$2,000—divided between a questionable partial refund of my security deposit and a ridiculous sum for the personal property you withheld—are both legally inadequate and deeply insulting. It is unfortunate that I even have to write this letter. Still, it seems necessary to remind you of the law or perhaps to educate you about these regulations, which is both surprising and disheartening considering your role as a licensed attorney.

If it is a reiteration of a law you thought you understood but applied incorrectly, it demonstrates **\*\*stupidity or forgetfulness\*\*** regarding your legal responsibilities. However, if this is a reiteration of laws you knew but chose to circumvent for personal gain, it unequivocally showcases your **\*\*arrogance and bad faith\*\***.

I will now detail, with clarity and specificity, the legal failures, statutory breaches, and outright manipulations you employed during my tenancy at **\*\*2649 Tifton St. S., Gulfport, Florida\*\***. I will rehash the prior claims you have chosen to dismiss and introduce the most damning liability you now face, stemming from your systematic disregard for business registration laws in Florida. This liability alone invalidates the lease agreement and exposes you and Mary O. Polk to significant penalties. In the vast education you've required me to obtain on Florida's tenant-landlord laws, with over 100 hours devoted to standing up against those who trample the rights of others, I will not just state, but demonstrate why there is unequivocal, undeniable evidence to render you defenseless at best, and with new claims to introduce, shifting towards fraudulent and certainly incriminating at worst.

To touch on that last statement, you, Luther Rollins, Jr. a stated lawyer, and your business partner, designed and provided a lease agreement identifying yourself and Mary O. Polk as landlords, excluding any mention of **\*\*Amarlu Enterprises\*\***, a North Carolina-registered business entity you own. To the average reader, the severity of this is non-obvious as stated so simply, but by this point, you are aware of what I'm now aware of.

With this craftful omission, admittedly non-obvious or wrong for any reason when observed by me, your tenant, you additionally padded your strategy by providing pre-stamped, pre-addressed envelopes instructing us to remit all rent payments—totaling **\*\*\$45,000\*\***—to Amarlu Enterprises. The lease was fully executed by four individuals, two leases and two individual landlords, not a company, certainly not a company called Amarlu Enterprises, and certainly not a company that has filed for business in the state of North Carolina, and certainly not a company that never filed its foreign entity and was approved to conduct business, and collect revenue, in the state of

Florida, unbeknownst to the state of Florida as of this writing per the registrar logs found on the division of corporations in the state of Florida. Enterprises.

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Every single check, each \$4,500, for a lease totalling \$45,000 (+\$500 Pet Fee) plus the addition of the \*\*\$4,500 refundable security deposit\*\*, was directed to an entity that is not registered to conduct business in Florida, as required under \*\*Florida Statutes § 605.0902\*\*. The failure to register Amarlu Enterprises as a foreign entity in Florida is not a technical oversight; it is a deliberate evasion of regulatory, tax, and legal obligations that exposes you to liability at multiple levels.

And it has consequences that are non-refutable by law, entitling tenants to a full refund of the lease amount, removing your right to retain the security deposit (and pet fee), plus penalizing multipliers under punitive, treble, and statutory-related violations. Further, I can provide even more ample proof that this was all in bad faith, declaring the largest punitive multiplier in contention to remittance, with a high plausibility of conviction in addition to possible criminal convictions that I look forward to passing along to the governing bodies of your legal profession first in the state of Missouri, where you hold your license, and in the state of North Carolina, where you are approved to practice.

Your purposeful decision to commit fraud is an accident or oversight to a common landlord, perhaps. That level of negligence exists, but you are sworn to an oath to know, represent, and uphold the law. This is a violation of my rights that you attempted this, but worse, it is now my responsibility to step in and do my best to prevent you from carrying onward.

You chose, not mistakenly, to make decisions I have uncovered. You chose to operate unlawfully through an unregistered business entity, which does more than violate Florida law—it renders the lease null and unenforceable. By concealing the role of Amarlu Enterprises while systematically funneling payments through it, you denied me transparency, undermined your credibility, and created significant financial and legal exposure for yourself and your business partner. The evidence I have—including the lease agreement, payment records, and your own instructions—is incontrovertible. This was not an accident; it was a calculated act of deception designed to obscure the true nature of your operations in Florida.

Beyond this fatal issue, I will address your repeated mischaracterizations of my claims as exaggerated or unfounded. You assert that you have photos, witnesses, and other documentation to support your position, yet you fail to produce even a shred of admissible evidence to substantiate your deductions from my security deposit or your handling of my personal property. Meanwhile, I have provided a detailed, documented record of your failures:

- The \$4,500 security deposit was not returned within the legally mandated timeline, nor was an itemized list of deductions ever provided, as required under \*\*Fla. Stat. § 83.49(3)\*\*.

- My personal property, valued at \$4,200 after depreciation, was unlawfully withheld in violation of \*\*Fla. Stat. §§ 715.10–715.111\*\*, with no notice or opportunity for retrieval provided.

- The lease itself reflects glaring omissions and structural defects, all of which you, as a licensed attorney, should have been aware of and prevented.

Your conduct during and after the tenancy further compounds your violations. Your repeated attempts to coerce me into phone conversations, despite my explicit preference for written communication, are a transparent attempt to avoid accountability. Your manipulations of certified mail processes, including the use of incorrect ZIP codes and inconsistent address formatting, introduced unnecessary delays in correspondence. These behaviors are not just inconvenient; they are further evidence of bad faith and an ongoing pattern of evasion.

Regarding the counter-settlement you proposed in your most recent certified mailing of \$2,000. In light of what I knew of your violations and irregularities at that time, it was an insulting counter-offer for the immoral acts I've documented in greater detail herein. However, compared to what additional insights I will introduce since the writing of the tenant dispute letter, your counter settlement offer is not even a consideration.

With statutory violations under Florida law for mishandling security deposits, unlawful retention of personal property, fraudulent misrepresentation, and illegal business operations, the restitution owed remains unaddressed.

The list extends to coercive and harassing behaviors, such as making phone calls outside the state-recommended certified mail communication channel and being entirely unresponsive to multiple tenant claims for maintenance and safety improvements following an extremely violent home invasion.

And of the most recent uncovering, your systematic setup of Amarlu Enterprises, Amarlu Consulting, and Amarlu Company - all of which are North Carolina-based. There are no records of any Amarlu company at the Florida's Division of Corporations, meaning Amarlu Enterprises never filed for Foreign Qualification, and is breaking the law by collecting rental income in the State of Florida. Not to mention the deed to 2649 Tifton St. S. Gulfport, FL 33711 is owned by Luther Rollins, Jr. as also reflected in local government parcel data.

Amarlu Enterprises, nor the address in Hickory, North Carolina, where you instructed us to send eight of the ten rent checks, is listed on the lease.

**Let me be clear:**

I wholeheartedly reject your settlement offer.

I have invested significant time and effort in uncovering the full extent of your violations, and for good reason.

I firmly believe that the numerous violations you've committed and the extensive details I've gathered will help you regain the rights you stripped away.

My claims are supported by statutes, case law, and an exhaustive record of evidence that leaves no room for plausible deniability on your part.

Your claims, through two communications from you, have been vague, completely lacking in any supporting evidence - no picture before or after, no receipts, no clarity provided, and after it was requested, you refused to provide it. After your second correspondence I had as much information to evaluate your claim as I did after the first, your claims on security deposit letter.

Both letters contained only commentary, with fewer claims, all of which lacked any substantiating proof. The burden of proof has not been respected. Not even close.

This letter will serve as a formal rejection of your offer and a prelude to legal action.

## 0.1 Parties and Contact Information

### *Landlords Listed on Signed Lease Agreement:*

- **Luther J. Rollins, Jr. and Mary O. Polk**
  - Listed Address per Lease: 2649 Tifton St. S., Gulfport, FL 33711
  - Phone: 314-269-7670
  - Email: luther2law@gmail.com

### *Tenants Listed on Signed Lease Agreement*

- **Stephen Boerner and Melissa Bemer**
  - Address: 424 N. New Street, Bethlehem, PA 18018
  - Phone: 215-530-0545
  - Preferred Email: stephen.boerner@gmail.com
  - Lease Stated Email: stephenandmelissaboerner@gmail.com

### *Landlord's Agent/Realtor:*

- **Zachary "Zach" Steinberger** (Licensed Real Estate Professional with Compass Florida LLC)
  - Phone: 941-539-7253
  - Email: zach.steinberger@compass.com

### 0.1.1 Lease Agreement: General Terms

- **Property:** 2649 Tifton St. S., Gulfport, FL 33711
  - **Term:** 10-month lease commencing October 31, 2023, and concluding August 31, 2024
  - **Total Lease Cost:** \$45,000
  - **Monthly Rent:** \$4,500, payable on the first of each month
  - **Security Deposit:** \$4,500, refundable subject to conditions
  - **Non-Refundable Pet Fee:** \$500
  - TOTAL: \$50,000
- Amarlu Enterprises:
  - Received \$36,000 of the \$50,000 in total lease related payments
  - Received \$4,500 in monthly rent installments

- Amarlu Enterprises was issued monthly rent during the in-lease period of months 2-9 of the 10-month lease term
- This was the instruction of the landlord on November 29th, 2023
  - \* The lease started November 1st, 2023
- **Payment Instructions:**
  - Rent payments were directed to **Amarlu Enterprises**, af North Carolina entity, using pre-stamped & pre-addressed envelopes that the landlord provided. These were addressed to Amarlu Enterprises of 231 Government Ave #3094, Hickory, NC 28602

## 1 Summary of Issues to Be Addressed

This response outlines the following key claims and violations pertaining to the Landlords conduct regarding the:

## 2 IMPROPER WITHHOLDING OF SECURITY DEPOSIT FUNDS

- Withheld entire \$4,500 security deposit without proper justification
- Failed to provide legally required itemized list of damages
- Used vague language and future tense for speculative damages ("will be required," "will need")
- Provided no supporting documentation (photos, receipts, estimates)
- Failed to disclose financial institution holding deposit
- Included incorrect ZIP code on notice, potentially delaying tenant response time
- Made arbitrary settlement offer without legal basis
- Ignored tenant's formal dispute letter requesting documentation
- Failed to provide evidence even after multiple opportunities

## 3 UNAUTHORIZED RETENTION AND CONVERSION OF PERSONAL PROPERTY

- Failed to provide required written notice under Fla. Stat. §715.104
- Unlawfully retained Weber Spirit E-310 grill and other personal property
- Used tenant's grill to market property in new rental listings
- Attempted to shift burden of proof to tenant regarding property ownership
- Misrepresented text messages to fabricate claims of abandonment
- Failed to specify items left behind or offer reasonable retrieval timeframe
- Ignored multiple written requests for property retrieval
- Used tenant's property for landlord's financial benefit

## 4 MAINTENANCE AND SAFETY CONCERNS

- Failed to address severely clogged kitchen sink despite notifications

- Neglected security concerns after documented break-in
- Failed to improve gates and security cameras as promised
- Limited tenant's ability to install security measures
- Breached implied warranty of habitability under Fla. Stat. §83.51
- Forced tenant to undertake self-help remedies at personal expense
- Compromised tenant safety through negligent maintenance
- Exacerbated tenant's PTSD through security failures

## **5 MISHANDLING OF OFFICIAL COMMUNICATIONS AND NOTICES**

- Used 'luther2law@gmail.com' in the lease agreement to imply legal authority
- Used 2649 Tifton St. S, Gulfport, FL 33711 on five separate occasions within the lease agreement for fields designated for landlord address.
- No mention and full exclusion of 231 Government Ave S.W. Hickory, NC 28603 in the lease
- No mention and full exclusion of Amarlu Enterprises in the lease.
- Engaged in frequent unsolicited, coercive, and stalking communications despite requests for written-only contact
- Attempted to coerce phone calls by misrepresenting legal requirements
- Used incorrect addresses and ZIP codes on official notices
- Failed to document or respond to maintenance requests properly
- Misrepresented text messages and communications
- Ignored certified mail requirements
- Created pattern of harassment through unwanted communications
- Used position as an out-of-state attorney to intimidate and manipulate
- Demonstrated bad faith through selective and misleading communications

## **6 PROFESSIONAL ETHICS AND LEGAL COMPLIANCE**

- Used attorney status to create power imbalance with tenants
- Failed to disclose Amarlu Enterprises' role in property management
- Violated Florida Bar Rules of Professional Conduct (4-8.4(c) and 4-8.4(d))
- Misrepresented legal requirements regarding phone communications
- Created misleading documentation to avoid liability
- Failed to maintain proper business registration in Florida
- Exposed himself to potential unauthorized practice of law claims
- Demonstrated pattern of unethical behavior despite legal training

## **7 HABITABILITY AND SAFETY VIOLATIONS**

- March 26, 2024 break-in facilitated by neglected maintenance
- Faulty motion lights remained unrepaired despite complaints
- Deteriorating wooden gates created security vulnerabilities

- Overhanging tree limbs posed safety hazards near electrical cables
- Failed to address documented safety concerns during April 2024 site visit
- Violated Fla. Stat. §83.51 requirements for safe, habitable environment
- Ignored requests for metal gate replacement after violent intrusion
- Demonstrated reckless disregard for tenant safety

## **8 PATTERN OF BAD FAITH DEALINGS**

- Selective quoting of tenant communications to create false narratives
- Delayed responses to urgent maintenance requests
- Used geographic distance as excuse for negligence
- Created artificial barriers to property retrieval
- Misrepresented lease terms and obligations
- Failed to provide required notices and documentation
- Attempted to intimidate through implied legal authority
- Demonstrated systematic approach to avoiding responsibility

### **1. FINANCIAL MISCONDUCT AND MISREPRESENTATION**

- Failed to properly account for August rent prepayment
- Made unsubstantiated claims about property damage
- Attempted to charge for normal wear and tear
- Failed to provide required financial documentation
- Mishandled security deposit funds
- Created artificial delays in financial communications
- Used vague language to justify withholding funds
- Demonstrated pattern of financial manipulation

## **9 Absence of Inventory List:**

The absence of an inventory list makes any claims about damaged or missing furnishings unsubstantiated. Not all parties on the lease signed it, and tenant Stephen Boerner will declare under sworn testimony that he has neither possessed it nor seen it, and he is unaware of its contents. It was not included in the lease as an executed addendum. Therefore, it cannot be referenced to support any claims made by the landlord.

## **10 Harassment and Misrepresentation:**

Coercive and misleading communication attempts by the landlord, including repeated phone calls after the tenant explicitly requested written communication, violated tenant rights under Fla. Stat. § 83.67.