

IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
FLAGLER COUNTY, FLORIDA

SUNBELT LAND MANAGEMENT, LLC, and  
SUNBELT HOLDINGS FLORIDA I, LLC,

CASE NO:

Plaintiffs,

vs.

JOSEPH K. BRYAN A/K/A KEN BRYAN and  
JANE DOE,

Defendants.

---

### **COMPLAINT**

The Plaintiffs, SUNBELT LAND MANAGEMENT, LLC, and SUNBELT HOLDINGS FLORIDA I, LLC, by and through their undersigned counsel, hereby sue Defendants, JOSEPH K. BRYAN A/K/A KEN BRYAN and JANE DOE. In support thereof, Plaintiffs state the following:

#### **Jurisdiction and Venue**

1. This is an action for damages where the amount in controversy exceeds \$30,000.00 exclusive of interest, attorney's fees and costs.
2. Plaintiff, SUNBELT LAND MANAGEMENT, LLC, is a Delaware limited liability company registered to do and doing business in the State of Florida.
3. Plaintiff, SUNBELT HOLDINGS FLORIDA I, LLC, is a Nevada limited liability company registered to do and doing business in the State of Florida.
4. SUNBELT HOLDINGS FLORIDA I, LLC owns only one parcel of land (Exhibit "A") which is located on Gun Club Road, St. Johns County Florida (the "Gun House Road Property").
5. Defendant, JOSEPH K. BRYAN A/K/A KEN BRYAN (hereinafter, "KEN BRYAN"), is an individual who resides in Flagler County, Florida, and who was previously an elected St. Johns County Commissioner.
6. Defendant, JANE DOE, is a yet unidentified female who, upon information and belief, is an individual who resides in Flagler County, Florida.

7. Venue is proper for this action in Flagler County, Florida because the Defendants herein reside in Flagler County, Florida, and because the causes of action otherwise accrued in Flagler County, Florida.

**Statement of the Facts**

8. This is an action for damages arising from the Defendants' publication of false, injurious, and defamatory statements about Plaintiffs' business practices.
9. Plaintiff, SUNBELT LAND MANAGEMENT, LLC, is a real estate management and development company that is a parent company of SUNBELT HOLDINGS FLORIDA I, LLC. Plaintiff, SUNBELT HOLDINGS FLORIDA I, LLC, owns and is developing the Gun House Road Property.
10. Preserve Flagler Beach & Bulow Creek, Inc. is a Florida Not for Profit Corporation (the "Company") that maintains a principal place of business at 500 John Anderson Highway, Flagler Beach, FL, 32136.
11. On or about November 7, 2019, The Company hosted a meeting (the "Meeting") open to the public to discuss its concerns regarding the development of a parcel of land located in Flagler County, owned by a third party, commonly known as The Gardens. The Meeting was promoted and advertised on social media and the press, among others, to solicit and encourage wide, diverse public attendance.
12. The meeting was held on private property at the Flagler Beach United Methodist Church, 1520 S. Daytona Ave. in the City of Flagler Beach—property that is owned by the Flagler Beach United Methodist Church, Inc., a Florida Not-for-Profit Corporation.
13. The meeting was not held before, nor otherwise in association with, any government entity.
14. According to media reports, approximately 100 people attended the meeting.
15. At the meeting, KEN BRYAN introduced himself and the Company to the public, and introduced the following individuals as members of the Company:
  - Elizabeth Hathaway, president
  - KEN BRYAN, vice president
  - Marsha Campbell, treasurer
  - Robin Polletta, secretary
  - John Tanner
  - Gail Duggins

- Michael Duggins
- James Fiske
- Colleen Conklin
- Carol Bissell
- Barbara Revels
- Bob Rafa
- Matt Hathaway
- Sallee Arnoff

16. Early in the meeting, KEN BRYAN stated that he and the members of The Company utilize best efforts to ensure that all information they present is impeccably researched and true. Specifically, he said, “And we, basically, try to do our best in order to stay informed, to write, and to do incredible research to make sure that what we are saying is on point and we don't get any misinformation out there. We try to do the best that we can, and we do a very good job of it, I think.”
17. Another unidentified female believed to be JANE DOE bolstered the point later at the meeting, further assuring the public that its information is reliable. Specifically, she said, “I just wanted to say before we lose the audience is that, as you can see, we've been putting our heads together on a great deal of research. We've got incredible researchers, people with lots of various contacts, tons of meetings. So, we are zeroed in and down in the depths.”
18. KEN BRYAN and the unidentified female member (referenced in the preceding paragraph) made those statements to emphasize that the information presented that evening was not mere opinion, but instead impeccably researched and verifiable fact. They claimed their speakers and their information were reliable because they were diligent, well connected, talented researchers who devoted much time and effort to garner a deep knowledge of the information presented.
19. Despite repeatedly assuring the public that the information presented at the Meeting was thoroughly researched, true, and **not** misinformation, Defendants KEN BRYAN and JANE DOE published false and defamatory statements to the public in bad faith that slandered Plaintiffs' business practices.

## Count I

### Slander Per Se Against Ken Bryan

Plaintiffs incorporate by reference all statements contained in paragraphs 1-19 as though fully set forth herein.

20. At the November 7, 2019 meeting, Defendant, KEN BRYAN, speaking to the entire public, slandered Plaintiffs when he represented to the public that:

*This particular company, Sunbelt, last month -- I'm originally from Maryland. I -- I lived in St. Johns County in St. Augustine for 13 years prior to moving here. About three or four weeks ago, I got a call from one of my friends in St. Augustine. This particular company went into a particular piece of property that they own near the airport on Old Gun House Road I believe it is... They moved their equipment in on a Friday and they started clearing land right after all the county employees had left. And they continued to clear land until Sunday night when they were finished. By the time the county found out what had happened, **they had clear-cut this entire property.** So you say "Well, what's going to happen?" Well, they got fined. **They got fined a boatload, a total of \$7,000. That's just the cost of doing business.***

21. The "property" that KEN BRYAN referred to in paragraph 20 is the Gun House Road Property owned by Plaintiff, SUNBELT HOLDINGS FLORIDA I, LLC.
22. KEN BRYAN stated that Sunbelt "had clear-cut this entire property" over a weekend.
23. According to the Merriam-Webster Dictionary, the definition of clear-cut (the transitive verb) is: "to cut down all the trees in (an area of forest)." The definition of clear-cutting (the noun) is: "the removal of all the trees in an area of forest."
24. Plainly, Defendant, KEN BRYAN, intentionally conveyed to the public that the Plaintiffs, SUNBELT LAND MANAGEMENT, LLC and SUNBELT HOLDINGS FLORIDA I, LLC, had removed all the trees on the Gun House Road Property, that they did so "after all the county employees had left" in an effort to thwart government scrutiny, laws, regulations and permits, and that their paying a fine for doing so was just a "cost of doing business".
25. Plaintiffs did not "clear-cut the entire property" as stated by KEN BRYAN.

26. KEN BRYAN's slanderous statement asserts the Plaintiffs engaged in conduct punishable as a criminal misdemeanor under the St. Johns County Land Development Code Sec. 4.01.05 and Sec. 10.05.01. – if true.
27. KEN BRYAN further slandered the Plaintiffs' business practices by asserting that the Plaintiffs routinely and purposefully engaged in illegal activity, for which the payment of fines was a mere "cost of doing business."
28. Defendant made the statement to the public with knowledge that it was false or with reckless disregard of whether it was false or not.
29. Defendant knew his statement would likely result in material and substantial injury to the Plaintiffs' reputation.
30. Defendant's false statement imputes illegal conduct, characteristics, and/or conditions incompatible with the proper exercise of Plaintiffs' lawful business, trade, and/or profession.
31. Plaintiffs, SUNBELT LAND MANAGEMENT, LLC, and SUNBELT HOLDINGS FLORIDA I, LLC, were damaged as a result of KEN BRYAN's defamatory statements.

**WHEREFORE**, the Plaintiffs, SUNBELT LAND MANAGEMENT, LLC, and SUNBELT HOLDINGS FLORIDA I, LLC, demand judgment against Defendant KEN BRYAN for monetary damages, and such other relief this Court deems just and proper.

## Count II

### Slander Per Se Against Jane Doe

Plaintiffs incorporate by reference all statements contained in paragraphs 1-19 as though fully set forth herein.

32. At the November 7, 2019 meeting, Defendant, JANE DOE, spoke to the public and slandered Plaintiffs' business practices when she spoke the following words to the public about Plaintiffs:

*And Sunbelt, their mode of operation is to go in and clear-cut all of the land.*

33. According to the Merriam-Webster Dictionary, the definition of clear-cut (the transitive verb) is: "to cut down all the trees in (an area of forest)." The definition of clear-cutting (the noun) is: "the removal of all the trees in an area of forest."
34. Plainly, JANE DOE intentionally conveyed to the public the falsehood that the Plaintiffs' "mode of operation" (a/k/a business practice) is to clear-cut all land they develop.

35. Clear cutting entire large development tracts as a “mode of operation” would be punishable as a criminal misdemeanor under the St. Johns County Land Development Code Sec. 4.01.05 and Sec. 10.05.01.
36. Therefore, JANE DOE slandered Plaintiffs by stating they engage in criminal conduct, and that such is their “mode of operation” (a/k/a business practice), which is untrue.
37. Defendant made the statement with knowledge that it was false or with reckless disregard of whether it was false or not.
38. Defendant knew her statement would likely result in material and substantial injury to the Plaintiffs’ reputation.
39. Defendant's false statement imputes illegal conduct, characteristics, and/or conditions incompatible with the proper exercise of Plaintiffs’ lawful business, trade, and/or profession.
40. Plaintiffs, SUNBELT LAND MANAGEMENT, LLC and SUNBELT HOLDINGS FLORIDA I, LLC, were damaged as a result of JANE DOE’s defamatory statements.

**WHEREFORE**, the Plaintiffs, SUNBELT LAND MANAGEMENT, LLC, and SUNBELT HOLDINGS FLORIDA I, LLC demand judgment against Defendant JANE DOE for monetary damages, and such other relief this Court deems just and proper.

**Count III**  
**Conspiracy to Commit Slander**

Plaintiffs incorporate by reference all statements contained in paragraphs 1-40 as though fully set forth herein.

41. Defendants, KEN BRYAN and JANE DOE had the common purpose of resisting development in Flagler County, Florida.
42. To accomplish this goal, KEN BRYAN and JANE DOE agreed to represent to the public, at the November 7, 2019 meeting, false information—namely, that the Plaintiffs’ “mode of operation” (a/k/a business practice) is to illegally clear-cut properties under development.
43. KEN BRYAN and JANE DOE did so because, together, they would be more persuasive and convincing in delivering their false information to the public than they would individually.
44. Defendants made the statement with knowledge that it was false or with reckless disregard of whether it was false or not.

45. Defendants knew their statements would likely result in material and substantial injury to the Plaintiffs' reputation.
46. Defendants' false statements impute illegal conduct, characteristics, and/or conditions incompatible with the proper exercise of Plaintiffs' lawful business, trade, and/or profession.
47. Plaintiffs, SUNBELT LAND MANAGEMENT, LLC and SUNBELT HOLDINGS FLORIDA I, LLC, were damaged as a result of the Defendants' agreement to defame them.

**WHEREFORE**, the Plaintiffs, SUNBELT LAND MANAGEMENT, LLC and SUNBELT HOLDINGS FLORIDA I, LLC demand judgment against Defendants KEN BRYAN and JANE DOE for monetary damages, jointly and severally, and such other relief this Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiffs demand a trial by jury of all issues so triable as a matter of right.

DATED: February 4, 2020

Respectfully submitted,

CHIUMENTO DWYER HERTEL GRANT

/s/ Ronald A. Hertel

Ronald A. Hertel, Esq.

Florida Bar No.: 41144

Michael D. Chiumento III, Esq.

Florida Bar No.: 188123

145 City Place, Ste. 301

Palm Coast, FL 32164

Telephone: (386) 445-8900

Fax: (386) 445-6702

EMAIL: [rhertel@legalteamforlife.com](mailto:rhertel@legalteamforlife.com)

[litservice@palmcoastlaw.com](mailto:litservice@palmcoastlaw.com)

*Attorneys for Plaintiffs*

Prepared By and Return To:  
Global Title Professionals, LLC  
12412 SAN JOSE BLVD STE 101  
Jacksonville, FL 32223

File No. GTP2-120616

Property Appraiser's Parcel I.D. (folio) Number(s)  
074760-0000

---

### WARRANTY DEED

THIS WARRANTY DEED dated January 11, 2019, by ALLAN E. BAYA, AN UNMARRIED MAN, whose post office address is 14583 CAMBERWELL LANE NORTH, JACKSONVILLE, FLORIDA 32258, hereinafter called the grantor, to Sunbelt Holdings Florida I, LLC, a Nevada limited liability company, whose post office address is 3129 SPRINGBANK LANE, SUITE 200, CHARLOTTE, NC 28226, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$1,300,000.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Johns County, Florida, to wit

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2018.



**WARRANTY DEED**  
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Kim Miller*  
(Witness Signature)

*Kim Miller*

*Amy Aldrich Fowler*  
(Witness Signature)

*Amy Aldrich Fowler*

*Allan E. Baya*  
ALLAN E. BAYA

14583 CAMBERWELL LANE NORTH  
(Address)

JACKSONVILLE, FLORIDA 32258  
(Address)

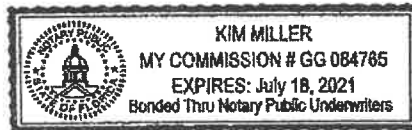
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of January, 2019, by Allan E. Baya, who is personally known to me or who has produced *Driver's License* as identification.

*Kim Miller*  
Notary Public

My Commission Expires:

(SEAL)



**WARRANTY DEED**  
(Continued)

**EXHIBIT A**

A PART OF THE 106.58 ACRE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 3167, PAGE 146 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO IN THE PABLO SABATE GRANT, SECTION 50, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 51, OF SAID TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE SOUTH 10° 15' 44" EAST ALONG AND WITH THE EAST LINE OF SAID SECTION 51 AND ALONG THE WEST LINE OF SAID SECTION 50, A DISTANCE OF 330.00 FEET TO AN ANGLE POINT IN SAID SECTION LINE; THENCE CONTINUING ALONG SAID COMMON SECTION LINES, RUN SOUTH 08° 44' 16" WEST, A DISTANCE OF 231.00 FEET TO AN ANGLE POINT IN SAID SECTION LINES; THENCE CONTINUING ALONG SAID SECTION LINES, RUN SOUTH 24° 15' 44" EAST, A DISTANCE OF 553.98 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION AND PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF GUN CLUB ROAD (FORMERLY KNOWN AS GAME CLUB ROAD) AS NOW ESTABLISHED FOR A WIDTH OF 66 FEET; THENCE ALONG AND WITH SAID EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE, RUN NORTH 82° 18' 37" EAST, A DISTANCE OF 1062.28 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID 106.58 ACRE TRACT AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE WESTERLY, NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID TRACT THE FOLLOWING COURSES: NORTH 02° 40' 15" WEST A DISTANCE OF 770.55 FEET; THENCE NORTH 16° 16' 36" EAST, A DISTANCE OF 1038.69 FEET; THENCE NORTH 02° 29' 29" EAST, A DISTANCE OF 696.18 FEET; THENCE SOUTH 63° 25' 26" EAST, A DISTANCE OF 267.91 FEET; THENCE SOUTH 42° 25' 26" EAST, A DISTANCE OF 190.08 FEET; THENCE SOUTH 05° 25' 26" EAST, A DISTANCE OF 347.12 FEET; THENCE SOUTH 57° 00' 00" EAST, A DISTANCE OF 86.74 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINES OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1270, PAGE 1931 AND PARCEL 1 OF OFFICIAL RECORDS BOOK 1303, PAGE 701 OF SAID PUBLIC RECORDS; THENCE SOUTH 14° 38' 27" EAST, ALONG SAID LINES, A DISTANCE OF 1225.94 FEET; THENCE SOUTH 00° 45' 22" EAST, ALONG SAID WESTERLY LINE OF PARCEL 1 OF OFFICIAL RECORDS BOOK 1303, PAGE 701, A DISTANCE OF 354.94 FEET TO THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED AS PARCEL 2 OF SAID OFFICIAL RECORDS BOOK 1303, PAGE 701; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID LANDS THE FOLLOWING TWO COURSES: SOUTH 84° 06' 43" WEST, A DISTANCE OF 164.91 FEET; THENCE SOUTH 05° 53' 08" EAST, DISTANCE OF 149.39 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND ALSO AT THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF GUN CLUB ROAD; THENCE SOUTH 84° 07' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 694.68 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE SOUTH 82° 18' 37" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 235.80 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PORTION OF THESE LANDS LYING BELOW THE MEAN HIGH WATER LINE.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PART OF THE 106.58 ACRE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 3167, PAGE 146 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO IN THE PABLO SABATE GRANT, SECTION 50, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE

Warranty Deed (Individual to Individual)

**WARRANTY DEED**

(Continued)

PARTICULARLY DESCRIBED IN FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 51, OF SAID TOWNSHIP 6 SOUTH, RANGE 29 EAST; THENCE SOUTH  $10^{\circ}15'44''$  EAST ALONG AND WITH THE EAST LINE OF SAID SECTION 51 AND ALONG THE WEST LINE OF SAID SECTION 50, A DISTANCE OF 330.00 FEET TO AN ANGLE POINT IN SAID SECTION LINE; THENCE CONTINUING ALONG SAID COMMON SECTION LINES, RUN SOUTH  $08^{\circ}44'16''$  WEST, A DISTANCE OF 231.00 FEET TO AN ANGLE POINT IN SAID SECTION LINES; THENCE CONTINUING ALONG SAID SECTION LINES, RUN SOUTH  $24^{\circ}15'44''$  EAST, A DISTANCE OF 553.98 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION AND PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF GUN CLUB ROAD (FORMERLY KNOWN AS GAME CLUB ROAD) AS NOW ESTABLISHED FOR A WIDTH OF 66 FEET; THENCE ALONG AND WITH SAID EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE, RUN NORTH  $82^{\circ}18'37''$  EAST, A DISTANCE OF 1298.08 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH  $84^{\circ}07'00''$  EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 614.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $05^{\circ}53'08''$  WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 232.63 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 690.68 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 265.08 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH  $70^{\circ}30'34''$  EAST AND A CHORD DISTANCE OF 263.46 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH  $86^{\circ}01'41''$  EAST, A DISTANCE OF 110.56 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN PARCEL 1 OF OFFICIAL RECORDS BOOK 1303, PAGE 701 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $00^{\circ}45'22''$  EAST, ALONG SAID WESTERLY LINE OF PARCEL 1, A DISTANCE OF 230.39 FEET TO THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN PARCEL 2 OF SAID OFFICIAL RECORDS BOOK 1303, PAGE 701; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID LANDS THE FOLLOWING TWO COURSES: SOUTH  $84^{\circ}06'43''$  WEST, A DISTANCE OF 164.91 FEET; THENCE SOUTH  $05^{\circ}53'08''$  EAST, A DISTANCE OF 149.39 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND ALSO AT THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF GUN CLUB ROAD; THENCE SOUTH  $84^{\circ}07'00''$  WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.