

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FL

CASE NO.

CLASS REPRESENTATION

OWNERS OF MOBILE HOMES AT  
LI'L ABNER MOBILE HOME PARK,

Plaintiff(s),

v.

CREI HOLDINGS, LLC, a Florida limited liability  
company,

CONSOLIDATED REAL ESTATE  
INVESTMENTS, LLC, a Florida limited liability  
company,

CONSOLIDATED REAL ESTATE  
INVESTMENTS, GP, a Florida general partnership,  
d/b/a LI'L ABNER MOBILE HOME PARK,

CITY OF SWEETWATER, a Florida  
municipal corporation, and

MIAMI-DADE COUNTY, a subdivision of Florida,

Defendant(s).

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**CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND  
OBJECTION TO CHANGE OF USE UNDER FLA. STAT. §723.061**

Plaintiffs, set forth on Exhibit A, individually on behalf of themselves and others similarly situated ("Plaintiffs"), hereby sue Defendants, CREI Holdings, LLC, CONSOLIDATED REAL ESTATE INVESTMENTS, LLC, CONSOLIDATED REAL ESTATE INVESTMENTS, GP, THE CITY OF SWEETWATER, and MIAMI-DADE COUNTY, and allege as follows:

## INTRODUCTION

1. This action arises as a result of the illegal and unconscionable acts to illegally evict the Plaintiff and approximately 5000 other residents of the Li'l Abner Mobile Home Park ("Li'l Abner").



2. Li'l Abner consists of 900 homes located in the City of Sweetwater.
3. The 5000 residents of Li'l Abner constitute close to 30% of the population of Sweetwater.
4. The residents of Li'l Abner have paid anywhere between \$20,000.00 to \$200,000.00 for the purchase of their respective mobile homes.

5. The duties owed to owners of mobile homes renting land in mobile home parks are meticulously set forth under Florida law because mobile homeowners can easily be taken advantage of by owners of mobile home parks in which their homes are situated. This is because of the unequal bargaining power in the relationship where, despite its name, the homes are not mobile so the homeowners cannot just pick up and go if they are dissatisfied with the park owner and operator's maintenance and management of the property.

### **PARTIES, JURISDICTION, AND VENUE**

6. Plaintiffs are citizens and residents of Miami-Dade County, Florida.
7. Defendant, CREI HOLDINGS, LLC, is a Florida limited liability company.
8. Defendant, CONSOLIDATED REAL ESTATE INVESTMENTS, LLC, is a Florida limited liability company.
9. Defendant, CONSOLIDATED REAL ESTATE INVESTMENTS, GP, is a Florida general partnership, d/b/a LI'L ABNER MOBILE HOME PARK.
10. Defendant, THE CITY OF SWEETWATER ("City"), is a Florida municipal corporation.
11. Defendant, MIAMI-DADE COUNTY, is a subdivision of the state government of Florida.
12. This is an action for damages and related equitable relief that is in excess of Fifty Thousand Dollars (\$50,000.00) exclusive of attorneys' fees, costs and expense and therefore lies within the jurisdiction of this Court.
13. This Court has jurisdiction to grant declaratory relief, as requested, pursuant to Sections 86.011, Florida Statutes, and injunctive relief, as requested, pursuant to Section 26.012(3), Florida Statutes.
14. The acts and omissions underlying this Complaint all took place in Miami-Dade County involving Defendants who conduct business in this County.

## FACTUAL ALLEGATIONS

15. Li'l Abner has provided long-term leases to 900 mobile homes for decades.

16. Plaintiffs own their mobile homes and have entered into leases to have their homes at Li'l Abner.

17. Defendants CREI Holdings, LLC, CONSOLIDATED REAL ESTATE INVESTMENTS, LLC, and CONSOLIDATED REAL ESTATE INVESTMENTS, GP (collectively the "CREI Defendants"), repeatedly misled residents that there were no plans for development, all while they were submitting applications for platting and zoning changes to begin development of the land, including in face to face conversations and in

29) Does the park owner have any definite future plans for changes in the use of the park property?  
Yes \_\_\_ No X  
If yes, please provide a detailed description of future plans.

This Prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes on July 1, 2011.

PROSPECTUS IDENTIFICATION NUMBER PRMZ000755-P20285.

THE FORMAT OF THIS PROSPECTUS WAS PREPARED BY THE DIVISION PURSUANT TO SECTION 723.011 (1), FLORIDA STATUTES, THE INFORMATION RELATING TO THE PARK AND THE TENANCY WAS COMPLETED BY THE PARK OWNER. THE DIVISION HAS NOT VERIFIED THE INFORMATION AND EXPRESSES NO OPINION AS TO THE MERITS OF THE OFFERING.

The undersigned mobile home owner acknowledges that the Park Owner has explained these rules and regulations, and the prospectus to which they are attached, to the undersigned and acknowledge that he/she understands the said Rules and Regulations of Li'l Abner Mobile Home Park, and agree to abide by them and any additions, alterations and modifications thereof, as well as all federal, state and local laws.

**IN WITNESS WHEREOF**, The parties hereto have hereunto executed this instrument for the purpose herein expressed by:

CONSOLIDATED REAL ESTATE INVESTMENTS, A Florida General Partnership  
d/b/a Li'l Abner Mobile Home Park

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent:

This Prospectus applies to Lot:

Mobile Home Address:  
Move in date:

18. The CREI Defendants knew or should have known the statements made were false.

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<sup>1</sup> The screenshot is from correspondence to Adys Inda dated August 29, 2024 for Lot 51-125 with address 11125 NW 5 Terrace, Sweetwater, Florida 33172.

19. As a direct and proximate result of the false statements and concealments of material fact by the CREI Defendants, Plaintiffs justifiably relied on those false statements, remained in Li'l Abner and continued paying rent they otherwise would not have paid, as well as being forced out of their homes during one of the worst rental markets in US history.

20. On November 12, 2024, the CREI Defendants, caused to be delivered to all residents of Li'l Abner the "Eviction Notice" attached as Exhibit B (the "Eviction Notice"), in an attempt to evict the mobile home owners in violation of Florida law.

**FAILURE TO COMPLY WITH FLA. STAT. § 723.061**

21. Fla. Stat. § 723.061 provides a specific methodology for the eviction of mobile home owners from a mobile home park when the owner of the park proposes a change of use:

(1) A mobile home park owner may evict a mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home only on one or more of the following grounds:

.....

(d) Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, if:

1. The park owner gives written notice to the homeowners' association formed and operating under ss. 723.075-723.079 of its right to purchase the mobile home park, if the land comprising the mobile home park is changing use from mobile home lot rentals to a different use, at the price and under the terms and conditions set forth in the written notice.

a. The notice shall be delivered to the officers of the homeowners' association by United States mail. Within 45 days after the date of mailing of the notice, the homeowners' association may execute and deliver a contract to the park owner to purchase the mobile home park at the price and under the terms and conditions set forth in the notice. If the contract between the park owner and the homeowners' association

is not executed and delivered to the park owner within the 45-day period, the park owner is under no further obligation to the homeowners' association except as provided in sub-subparagraph b.

b. If the park owner elects to offer or sell the mobile home park at a price lower than the price specified in her or his initial notice to the officers of the homeowners' association, the homeowners' association has an additional 10 days to meet the revised price, terms, and conditions of the park owner by executing and delivering a revised contract to the park owner.

c. The park owner is not obligated under this subparagraph or s. 723.071 to give any other notice to, or to further negotiate with, the homeowners' association for the sale of the mobile home park to the homeowners' association after 6 months after the date of the mailing of the initial notice under sub-subparagraph a.

2. The park owner gives the affected mobile home owners and tenants at least 6 months' notice of the eviction due to the projected change in use and of their need to secure other accommodations. Within 20 days after giving an eviction notice to a mobile home owner, the park owner must provide the division with a copy of the notice. The division must provide the executive director of the Florida Mobile Home Relocation Corporation with a copy of the notice.

a. The notice of eviction due to a change in use of the land must include in a font no smaller than the body of the notice the following statement:

YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

b. The park owner may not give a notice of increase in lot rental amount within 90 days before giving notice of a change in use.

22. Defendants, CREI HOLDINGS, LLC and CONSOLIDATED REAL ESTATE INVESTMENTS, GP, have violated Fla. Stat. § 723.061(d) by failing to give the written notice to the homeowners' association formed and operating under ss. 723.075-723.079, namely Li'l Abner Mobile Park Homeowner's Association Inc., of its right to purchase the mobile home park.

23. Defendants, CREI HOLDINGS, LLC and CONSOLIDATED REAL ESTATE INVESTMENTS, GP, have also violated Fla. Stat. § 723.061(d) by raising the lot rental amount within 90 days before giving notice of a change in use.

**FAILURE TO COMPLY WITH FLA. STAT. § 723.083**

24. Fla. Stat. § 723.083 *Governmental action affecting removal of mobile home owners*— provides:

No agency of municipal, local, county, or state government shall approve any application for rezoning, or take any other official action, which would result in the removal or relocation of mobile home owners residing in a mobile home park without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners.

25. Defendant Miami-Dade County has taken official action approving the change of use which would result in the removal or relocation of mobile home owners residing in Li'l Abner without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.

26. Defendant City of Sweetwater has taken official action approving the change of use which would result in the removal or relocation of mobile home owners residing in Li'l Abner without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.

## **CLASS REPRESENTATION ALLEGATIONS**

27. Pursuant to Rule 1.220, Florida Rules of Civil Procedure, the Plaintiffs named on Exhibit

A bring this claim as a class action because: (1) the members of the class are so numerous that separate joinder of each member is impracticable – the number of homeowners being wrongfully evicted by the Defendants exceeds 900, and it would be impracticable to bring individual claims on behalf of more than 900 homeowners; (2) the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class – as set forth more fully above, the Eviction Notice, which was sent to all homeowners, violates county and state law equally for each member of the class, and each member is similarly affected by the Defendants' wrongful actions; (3) the claim or defense of the representative party is typical of the claim or defense of each member of the class – Ms. Hernandez's claims with respect to the Eviction Notice and the actions threatened affect each of the class members in an equal way; and (4) the representative plaintiffs can fairly and adequately protect and represent the interests of each member of the class – they have all been long-term tenant of Li'l Abner and her claims are typical of the each member of the class, who, likewise, are mobile home owners subject to the Defendants' wrongful actions.

28. The class is defined as all homeowners of Li'l Abner who have been targeted by the Defendants wrongfully for eviction and who received the Eviction Notice.

29. Attempts to obtain voluntary compliance by the Defendants have failed. As such, mediation would be futile. In the alternative, based on the exigency, if the Defendants agree, this Complaint shall serve as a demand for mediation.



30. All conditions precedent to maintaining this action have been satisfied by Plaintiffs or otherwise have been waived by Defendant.

**COUNT I**  
**DECLARATORY JUDGMENT AS TO FLA. STAT. § 723.061**  
**(the CREI Defendants)**

31. Plaintiffs reallege paragraphs 1 through 30.

32. This is a claim for declaratory relief brought pursuant to Section 86.011, Florida Statutes.

33. On November 12, 2024, the CREI Defendants sent the Eviction Notice to Plaintiffs.

34. Plaintiffs are in doubt about their rights and/or status with respect to whether the Eviction Notice and the actions it threatens are violative of Fla. Stat. 723.061.

35. As a result, pursuant to Section 86.021, Florida Statutes, the Court has the authority to determine the rights, status or other equitable and legal relations between Plaintiff and the Defendants with respect to the Eviction Letter.

36. The Court should review the Eviction Notice and determine that the Eviction Notice threatens to violate Fla. Stat. § 723.061, Florida Statutes.

37. Based upon the foregoing, Plaintiffs are in an actual, practical and present need for judicial declarations.

38. The declarations in question deal with a present ascertained or ascertainable state of facts or present controversy as to a state of facts.

39. The privileges or rights of Plaintiffs and the proposed class are dependent upon the facts or the law applicable to the facts.

40. Plaintiffs have an actual, present, adverse, and antagonistic interest in the subject matter, either in fact or law. All antagonistic and adverse interests are before the Court by proper process, or can be added by class treatment, and the relief cited is not the giving of legal advice by the Court or the answers to questions propounded from

curiosity.

41. Plaintiff requests, pursuant to Fla. Stat. § 86.111, Florida Statutes, that the Court advance this matter on the calendar.

WHEREFORE, Plaintiffs request the Court to enter an order determining that the Eviction Notice and the actions it threatens violate Fla. Stat. § 723.061; awarding costs and attorneys' fees to Plaintiffs, and providing such other and further relief the Court deems proper.

**COUNT II**  
**DECLARATORY JUDGMENT AS TO FLA. STAT. § 723.083**  
**(THE CITY OF SWEETWATER and MIAMI-DADE COUNTY)**

42. Plaintiffs reallege paragraphs 1 through 30.

43. This is a claim for declaratory relief brought pursuant to Section 86.011, Florida Statutes.

44. Defendant, Miami-Dade County, has taken official action approving the change of use which would result in the removal or relocation of mobile home owners residing in Li'l Abner without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.

45. Defendant, City of Sweetwater, has taken official action approving the change of use which would result in the removal or relocation of mobile home owners residing in the Li'l Abner without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.

46. Plaintiffs are in doubt about her rights and/or status with respect to whether Defendants' official actions are violative of Fla. Stat. § 723.083, which requires that prohibits such

action without Defendants “first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners.”

47. As a result, pursuant to Fla. Stat. § 86.021, the Court has the authority to determine the rights, status or other equitable and legal relations between Plaintiffs and Defendants with respect to their actions regarding the evictions.

48. Based upon the foregoing, Plaintiffs are in an actual, practical and present need for judicial declarations.

49. The declarations in question deal with a present ascertained or ascertainable state of facts or present controversy as to a state of facts.

50. The privileges or rights of Plaintiffs and the proposed class are dependent upon the facts or the law applicable to the facts.

51. Plaintiffs have an actual, present, adverse, and antagonistic interest in the subject matter, either in fact or law. All antagonistic and adverse interests are before the Court by proper process, or can be added by class treatment, and the relief cited is not the giving of legal advice by the Court or the answers to questions propounded from curiosity.

52. Plaintiffs request, pursuant to Fla. Stat. § 86.111, Florida Statutes, that the Court advance this matter on the calendar.

WHEREFORE, Plaintiffs request the Court to enter an order determining that the Defendants have taken official action which violates Fla. Stat. § 723.083; awarding costs and attorneys’ fees to Plaintiff, and providing such other and further relief the Court deems proper.

**COUNT III  
INJUNCTIVE RELIEF  
(CREI DEFENDANTS)**

53. Plaintiff realleges paragraphs 1 through 30.
54. This is a claim for injunctive relief.
55. On November 12, 2024, the Defendants sent the Eviction Notice to Plaintiffs.
56. If an owner of a mobile home park intends to sell the property for a change of the property's use, the owner must comply with the provisions of Fla. Stat. § 723.061.
57. Defendants have failed to comply with the requirements of Fla. Stat. § 723.061.
58. Plaintiff has a clear right to permanent injunctive relief on the basis that the Eviction Notice and the actions it threatens violate Fla. Stat. § 723.061.
59. Plaintiff has no adequate remedy at law and must seek injunctive relief in order to prevent the Defendants from relying on the Eviction Notice as a proper, legal notice of eviction and proceeding with the actions threatened in the Eviction Notice.
60. Irreparable harm will arise should the Court not enjoin the Defendants from proceeding pursuant to the Eviction Notice, as set forth above.

WHEREFORE, Plaintiffs request the Court to enjoin the Defendants from proceeding pursuant to the Eviction Notice; require the Defendants to abide by all applicable laws and ordinances, including, but not limited to, Section 723.061, Florida Statutes; to award costs and attorneys' fees to Plaintiffs, and to provide such other and further relief the Court deems proper.

**COUNT IV  
INJUNCTIVE RELIEF  
(THE CITY OF SWEETWATER and MIAMI-DADE COUNTY)**

61. Plaintiffs reallege paragraphs 1 through 30.
62. This is a claim for injunctive relief.

63. Defendant, Miami-Dade County, has taken official action which would result in the removal or relocation of mobile home owners residing in the Li'l Abner Trailer Park without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.
64. Defendant, City of Sweetwater, has taken official action which would result in the removal or relocation of mobile home owners residing in the Li'l Abner Trailer Park without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners in violation of Fla. Stat. § 723.083.
65. Plaintiffs have a clear right to injunctive relief on the basis that the Defendants are violating Fla. Stat. § 723.083.
66. Plaintiffs have no adequate remedy at law and must seek injunctive relief in order to prevent the Defendants continuing to take official actions in violation of Fla. Stat. § 723.083.
67. Irreparable harm will arise should the Court not enjoin the Defendants from proceeding pursuant to the Eviction Notice, as set forth above.

WHEREFORE, Plaintiffs request that the Court quash any and all official actions taken by Defendants in violation of Fla. Stat. § 723.083, enjoin Defendants from taking any official action which violates Fla. Stat. § 723.083, to award costs and attorneys' fees to Plaintiffs, and to provide such other and further relief the Court deems proper.

**COUNT V**  
**INJUNCTIVE RELIEF AS TO OBJECTION TO CHANGE OF USE**  
**IN ACCORD WITH FLA. STAT. §723.061**  
**(CREI DEFENDANTS)**

68. Plaintiff realleges paragraphs 1 through 30.
69. This is a claim for injunctive relief.

70. Within ninety (90) days of receipt of the November 12, 2024 Eviction Notice, the Plaintiff Class filed their objection to the proposed change of use and sought Administrative relief due to the Defendants' various violations of Florida Statute §723 with Florida's Department of Business and Professional Regulation ["DBPR"].
71. Plaintiffs respectfully submit that given the above stated facts there is a lack of an adequate remedy at law as the property rights of the Plaintiff Class is being threatened by the Defendants violations of Florida Statute 723 and their attempts to illegally evict the Plaintiffs.
72. Accordingly, the threatened injury to the Plaintiffs in losing their homestead and being left homeless, far outweighs any threatened harm the injunction may cause to the Defendants. And the injunction, if issued will not disserve the public interest.

WHEREFORE, Plaintiffs request the Court to enter an injunction on the evictions for violation of Fla. Stat. § 723.061; awarding costs and attorneys' fees to Plaintiffs, and providing such other and further relief the Court deems proper.

**COUNT VI  
INJUNCTIVE RELIEF  
(CREI DEFENDANTS)**

73. Plaintiff realleges paragraphs 1 through 30.
74. This is a claim for injunctive relief.
75. Defendants are demolishing certain trailers in Li'l Abner without a permit and without using proper asbestos remediation and dust control methods.
76. Plaintiff has no adequate remedy at law and must seek injunctive relief in order to prevent the Defendants continuing to cause harm by demolishing certain trailers in Li'l Abner without a permit and without using proper asbestos remediation and dust control.
77. Irreparable harm will arise should the Court not enjoin the Defendants from proceeding

with the demolition.

78. Plaintiffs have a strong likelihood of success on the merits and the public interest favors granting of an injunction to avoid further damage to the public.

WHEREFORE, Plaintiffs requests that the Court enter a temporary injunction against any further demolitions of trailers, to award costs and attorneys' fees to Plaintiffs, and to provide such other and further relief the Court deems proper.

**COUNT VII  
VIOLATION OF FDUTPA  
(CREI DEFENDANTS)**

79. Plaintiff realleges paragraphs 1 through 30.

80. Fla. Stat. § 501.204(1) provides that “unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” Fla. Stat. § 501.204(1). The provision of the Act shall be “construed liberally to promote the protection” of the “consuming public and legitimate business enterprises from those who engage in . . . deceptive[] or unfair practices in the conduct of any trade or commerce.” See *Fla. Stat.* § 501.202(2).

81. Fla. Stat. § 501.211(1) provides that “[w]ithout regard to any other remedy or relief to which a person is entitled, anyone aggrieved by a violation this part may bring an action to obtain declaratory judgment that an act or practice violates this part and to enjoin a person who has violated, is violating, or is otherwise likely to violate this part.” See Fla. Stat. § 501.211(1).

82. Although not specifically enumerated in the statute, “There are three elements that are required to be alleged to establish a claim pursuant to FDUTPA: (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages.” See *Borchardt v. Mako Marine Int'l, Inc.*, 2009 WL 3856678, \*5 (S.D. Fla. Nov. 17, 2009) (quoting *KC Leisure, Inc. v.*

*Haber*, 972 So. 2d 1069, 1073 (Fla. 5th DCA 2008)); *see also Kia Motors of American Corp. v. Butler*, 985 So. 2d 1133, 1140 (Fla. 3d DCA 2008).

83. During the period of January 1, 2024 to November 12, 2024, Defendants CREI HOLDINGS, LLC and CONSOLIDATED REAL ESTATE INVESTMENTS, GP through conversations with, and in prospectuses provided to, residents of Li'l Abner, represented, that there were no definite plans for redevelopment of Li'l Abner.

84. Defendants' representations as set forth in the previous paragraph were deceptive and unfair when made, in violation of FDUTP.

85. At the time Defendants made those representations, Defendants possessed both actual and constructive knowledge that these representations were false.

86. Defendants made the representations set forth above with the knowledge and intent that Plaintiffs would rely on them.

87. In actual reliance on Defendants' representations, Plaintiffs did remain in their leases and not seek alternatives, and as a direct, proximate, and foreseeable result, suffered and continues to suffer damages, in the form of increased rent payments, down payments, future increased mortgage payments, all the incidental and consequential damages associated with moving and others.

WHEREFORE, Plaintiffs demands judgment against Defendants specifically declaring that Defendants' conduct complained herein violates FDUTPA and cannot be used as the basis to terminate Plaintiffs' lease agreements and enter judgment for actual damages, and related relief including prejudgment interest and the cost of this action against Defendants, together with reasonable attorney's fees pursuant to Fla. Stat. §§ 501.211(1)-(2) and 501.2105, as well as for such other relief as this Honorable Court deems just and proper.



## JURY DEMAND

Demand is hereby made for trial by jury of all matters so triable.

DATED this 19<sup>th</sup> day of December, 2024.

Respectfully submitted,

*s/davidwinker*

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## EXHIBIT A

1	JOSE ALFREDO GARCIA
2	LILIANA PEREZ ALVAREZ
3	SHERLEY GALEANO
4	ANDRES MACIAS VALDES
5	DANIEL E AZMITIA GOMEZ
6	LEONARDO ALFONSO
7	NARBELY DE FATIMA URBINA
8	YOLANDA GONZALES
9	EMMA SANCHEZ
10	VIVIAN HERNANDEZ
11	FRANCISCA LOPEZ
12	PABLO REYES
13	NELSY VALDES
14	ORLANDO AMOR
15	JORGE C TORRES
16	ALEXIS LEYVA
17	LUIS CHANLATTE
18	VICTOR P REAL
19	MARIO LEIVA
20	JORGE E GONZALEZ
21	LESBIA M ROJAS
22	JULIANA MESA
23	ROBERTO A GUIDO
24	AMPARO ALBERNAS
25	MARIBEL RAMIREZ
26	MERLIN J MIRANDA
27	FRACISCO J REYES
28	ARLYN FRANCISCO SILES
29	GRACE SILES OTERO
30	BRENDA LOAISIGA
31	JAZMIN RIVERA
32	ARMANDO AMADOR
33	MARITZA CABRAL
34	DANIA CHAVINO
35	CELSO PEREZ
36	MARIA S CASTANEDA
37	KEWIN GONZALEZ
38	SHADAY RANGEL SALINAS
39	PEDRO RODRIGUEZ
40	ERWIN J SILES
41	PASTORA DE BORGE

42	SILVIA LLANES
43	LUCIA DEL CARMEN CRUZ
44	MODESTO A RAMOS
45	EVELIO A RAMOS
46	HUMBERTO ORTA
47	TERESITA BLANCO
48	VICTOR M SALAZAR
49	LUIS A POLANCO
50	YAIKERIS
51	SARAY CHHAMBAT
52	YURISLEIDY SEQUEIRA
53	LETICIA MATOS
54	TOMISLAY IBANEZ
55	RAIZA MEDINA
56	MARLON A TORRES
57	MILAGRO DEL VALLE PEREZ
58	MARIA B ALVARADO
59	ERASMO M BARROSO
60	ROLANDO LA ROSA
61	JUAN C VALDES
62	MARIA GARCIA
63	ERNESTO URQUIJO
64	LICETH P GONZALEZ
65	JULIA O RAMOS
66	LEONARDA SOZA
67	JOSE S RODAS
68	OSMAY MAYO
69	EVELIO DOPICO
70	TERESA PEREZ
71	MARCOS ALVAREZ
72	JUANA L ESQUIVEL
73	UBALDO A BARROTO
74	MANUEL TRANA
75	AYANELIS MACHADO
76	RICARDO J PEREZ
77	JULIAN MESA
78	HARRY S GONZALEZ
79	WILLIAM TORRES
80	KATIA CABALLERO
81	ANA LABAUT
82	NELSON GARCIA

83	SANDRA RODRIGUEZ
84	RENE MORALES
85	ROBERTO ABREU
86	CIANE M LOPEZ
87	DAYAMI HERNANDEZ
88	RONMEL A CHARRY
89	AGUSTIN CIEERNA
90	MARIA M FAJARDO
91	GLADYS ARIAS
92	MIGUEL A GONZALEZ
93	DIEGO VALDES
94	ORALIZ GUDINO
95	SONIA D CARBALLO
96	JACKEINE LEVY
97	EVELYN R PENA
98	GUDELIA PLATT
99	PEDRO A TELLEZ
100	LAZARO A RAMIREZ
101	INDRA PALMA
102	NHAN MINH VAN
103	GERARDO MARTINEZ
104	EVELYN ARRIAZA
105	MIGUEL A GONZALEZ OSORIO
106	CARLOS S ALEMAN
107	VERONICA I BUITRAGO
108	YANET ALMANZA
109	ODALYS HERNANDEZ
110	CLAUDIA MADIEDO
111	MARCOS LIMA
112	REINIER PLACENCIA
113	PABLO PENA
114	MARINA BALDOVINO
115	JUAN P MARTINEZ
116	GULMARA OPORTA
117	OSCAR Y JIRON
118	ALAIN LOPEZ
119	JULIE C VALENCIA
120	YAIMA SUAREZ
121	YESNIER DOMINGUEZ
122	DEISY MARTINEZ
123	DUDLEYS HERRERA

124	RICHARD GAETHE
125	JOSE R ALPIZAR
126	ANA M PARRALES
127	YARISBEY PERERA
128	GRISELDA ALFONSO
129	OSMEL HURATDO
130	YANETSI ABREU
131	HASELL M ORDONEZ
132	VICTOR M TORRES
133	JUANA O QUESADA
134	BUENAVENTURA CASTILLO
135	NATALIA M OLAYA
136	YUBIS G AGUILA
137	ENRIQUE J ZELAYA
138	JULIA A GONZALEZ
139	ISMARAY GONZALEZ
140	JANETH PALMA
141	MORAIMA CAPOTE
142	LUIS DE LA PAZ
143	FRANCISCA M GALAN
144	VLADIMIR MATAMOROS
145	BLANCA R SOZA
146	OLGA L LEIVA
147	DAYAMIS LICEA
148	CELESTINO GIL SANCHEZ
149	ORLANDO ESQUIJAROSA
150	FANNY Y HERRERA
151	BLANCA OSORIO
152	MADLIN MANSO
153	KEVIN I ORTIZ
154	WALTER SANCHEZ
155	JORGE L TAPANO
156	ROLANDO E TAPANES
157	ZALDIVAR MARRERO
158	DANICO A URIARTE
159	JOSE I YATE
160	FRANCISCO HERNANDEZ
161	FERNANDO GONZALEZ
162	LUIS O DIAZ
163	SULEYDY SAAVEDRA
164	WALCIRIS MONTENEGRO

165	YANET REYES
166	PABLO M DRAGONETTI
167	CELESTE B MARTIN
168	BERNABE RIVADENEIRA
169	MIGUEL TAPANES
170	ANEYL M CABALLERO
171	NEREIDA ESQUIJARO
172	SARA MONTIEL
173	MARTHA I GONZALEZ
174	JEOVANNY CASTILLO
175	RODOLFO ARIAS REYES
176	MIGUEL O HERRERA
177	JORGE R GONZALEZ
178	CARIDAD QUINTERO
179	OLGA M MERK
180	JUAN J PLACENCIA
181	ADYS INDA
182	LAURA I PENA
183	SANTOS V VARELA
184	JOSEFINA MONTILLA
185	LEONARDO ALFONSO
186	CARLOS COUCE

## EXHIBIT B



November 12, 2024

**VIA POSTING & CERTIFIED MAIL/RETURN RECEIPT**

20-371

**NOTICE OF EVICTION**

YOU ARE HEREBY NOTIFIED pursuant to Section 723.061(1)(d), Florida Statutes, that we will be changing the use of the land comprising the mobile home park from mobile home lot rentals to some other use and you are further notified that you will need to secure other accommodations on or before **May 19, 2025** or six months from the date of your receipt, as defined in Section 723.061(4), of this notice, or an eviction action will be filed against you.

This notice does not relieve your responsibility to pay the lot rental amount that is due each month during the time your home is in the park, and any failure to pay lot rental amount will be immediately resolved through eviction under Chapter 723 or, if applicable, Chapter 513 or 83, Florida Statutes.

You have now received notice of the planned change in land use for the mobile home park. Before completing any planned sale of your home, you must advise any prospective purchaser(s) of this planned change and closure of the park. You must also give any such purchaser(s) a copy of this notice, or advise them to obtain a copy from the park owner if your notice is misplaced. If you fail to notify such purchaser(s) of the impending park closing, you may become liable to the purchaser for money damages. The mobile home park owner is investigating the availability of other housing opportunities, including mobile home parks, in this area. It will be sending out additional information in the near future if available.

YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

Its Tallahassee phone number is: (727) 754-4994; (727) 754-4995; (888) 862-7010. Its website address contains all the pertinent information regarding forms and procedures to obtain reimbursement. Its website is: [www.fmhrc.org](http://www.fmhrc.org).

Along with this notice, you will receive an incentive plan letter. The letter provides that you, alternatively, can contact The Urban Group if you wish to seek expedited payment of the statutory amounts you may be entitled to in lieu of seeking that compensation from the FMHRC.

If you have any questions regarding this notice, The Urban Group, on behalf of the mobile home park's owner, will have staff at the property to answer any questions you may have. If you have any additional questions, please feel free to contact **The Urban Group** at **305-842-3276** or by email at [info@theurbangroup.com](mailto:info@theurbangroup.com).

Dear owner:

We are writing to inform you that Li'l Abner Mobile Home Park will close permanently on **May 19, 2025**. We know this news is difficult, and we want to assure you that we are committed to providing comprehensive support throughout the process of closing the mobile home park.

The park owner is offering a substantive incentive package for each mobile home owner that goes far beyond what Florida law requires for mobile home park closures. The package is offered through its Management Agent, The Urban Group, to those who move before the legal deadline and are current on their rent payments. This package includes financial support, free guidance on finding a new location for your mobile home or alternative housing, and a trained support team to personally meet with you to provide personalized assistance.

Our support team will be with you every step of the way to discuss your individual needs and provide solutions to any challenges that may arise during your relocation process.

It is mandatory for all occupants to vacate the park no later than **May 19, 2025**. Please be advised that until you vacate, you are still responsible for paying your monthly lot rental and following all park rules and regulations.

The relocation package includes a financial incentive in addition to the legally required statutory compensation. The park owner will pay you an incentive of:

- **\$14,000** if you vacate by **January 31, 2025**
- **\$7,000** if you vacate by **March 31, 2025**
- **\$3,000** if you vacate by **April 30, 2025**

The notice to vacate is dated **November 12, 2024**. If you vacate after **April 30, 2025** through the park closure date on **May 19, 2025**, you will be due ONLY the statutory amounts pursuant to Florida Law, which is significantly less than the incentive amounts outlined above. The statutory amounts are:

- up to **\$3,000** for relocation of a single-wide mobile home.
- up to **\$6,000** for relocation of a double-wide mobile home.
- **\$1,375** for abandonment of a single-wide mobile home.
- **\$2,750** for abandonment of a double-wide mobile home.

The park owner will pay you the statutory amounts directly so that you do not have to request those amounts from the Florida Mobile Home Relocation Corporation ("FMHRC"). The benefit of collecting both the incentive and statutory amounts from The Urban Group directly is that you will receive those amounts immediately rather than having to wait for the FMHRC to process your request, which can take longer.

As part of the incentive package, The Urban Group will provide guidance and assistance in relocating and finding alternative housing options for mobile home owners. A team member will

be available to discuss your individual needs and provide personalized solutions to any challenges that may arise during the closure of the mobile home park.

Contact us directly to schedule a personalized meeting with a support team member to discuss your individual needs and receive guidance on the incentive process. Please call 305-842-3276 from 9 a.m. to 5 p.m., Monday to Friday, to speak with a support team member and schedule an appointment. You can also call and leave a message after business hours or reach us anytime by email at [info@theurbangroup.com](mailto:info@theurbangroup.com).

### Incentive Program

VACATE DEADLINE	EARLY INCENTIVE PAYMENT*
January 31, 2025	\$14,000
March 31, 2025	\$7,000
April 30, 2025	\$3,000

\*The Early Incentive Payment amount is offered in addition to the statutory payments noted below.

MOBILE HOME TYPE	STATUTORY PAYMENT**
<b>Relocation Option</b>	
Single-Wide	up to \$3,000
Double-Wide	up to \$6,000
<b>Abandonment Option</b>	
Single-Wide	\$1,375
Double-Wide	\$2,750

\*\*Only the owner of the mobile home is eligible. Additional eligibility requirements apply.



## Overview of Statutory and Incentive Payments

In accordance with Florida Statutes Chapter 723, the Florida Mobile Home Relocation Corporation (FMHRC) will process and pay valid claims. To be eligible for payment:

1. You must comply with the statutory requirements in Chapter 723.
2. You must vacate your lot or abandon your mobile home.
3. All required documentation must be executed and received.

FMHRC will issue payment within 10 days of verifying these conditions.

**Important:** You have the option to accept direct payment from the park owner through The Urban Group instead of going through the FMHRC process. Accepting direct payment from The Urban Group instead of FMHRC provides faster payment processing and the immediate receipt of funds without waiting for FMHRC processing.

### Payment Eligibility

If you have a valid title, you may be entitled to compensation from the Florida Mobile Home Relocation Trust Fund by the FMHRC. The total compensation you may receive from The Urban Group includes both the incentive offered by the park owner for vacating by a specified date, *plus* the FMHRC statutory amount. For your convenience, The Urban Group can pay you the statutory amount directly, eliminating the need to request it from the FMHRC.

Before the park closure on **May 19, 2025**, you must either relocate or abandon your mobile home. The statutory amounts offered by FMHRC differ based on the situation (relocation or abandonment) and the size of your mobile home (single-wide or double-wide).

It's important to note that if you vacate after **April 30, 2025** up until the park closure date of **May 19, 2025**, you will only be eligible for the statutory amounts outlined below.

### RELOCATION

#### *Statutory Amount Offered by FMHRC*

If you're relocating your mobile home within a 50-mile radius, you're entitled to the **LESSER** of:

- Actual moving expenses of relocating the mobile home to a new location within a 50-mile radius of the vacated park (including takedown, transport, and setup costs)

OR

- \$3,000 for a single-wide mobile home or \$6,000 for a double-wide mobile home

#### *Qualifications to Receive Incentive Amount for Relocation*

If you are relocating your mobile home, you must do the following to qualify for the incentive payment:

- Owner MUST be in good standing on rent to receive the incentive payments.
- Owner MUST comply with the Park Management procedure on relocating mobile homes before vacating any lot.
- Owner MUST complete the Agreement to Vacate.
- Owner MUST relocate the mobile home and vacate the mobile home park by the dates specified.

## ABANDONMENT

### *Statutory Amount Offered by FMHRC*

If you're abandoning your mobile home, you're entitled to:

- \$1,375 for a single-wide mobile home

OR

- \$2,750 for a double-wide mobile home

### *Qualifications to Receive Incentive Amount for Abandonment*

If you are abandoning your mobile home, you must do the following to qualify for the incentive payment:

- Owner MUST be in good standing on rent to receive the incentive payments.
- Owner MUST comply with the Park Management procedure on abandoning mobile homes before vacating any lot.
- Owner MUST execute the Agreement to Vacate.
- Owner MUST execute the Bill of Sale.
- Owner MUST abandon the mobile home and vacate the mobile home park by the dates specified.

## Reminder

Remember, the statutory amounts offered through FMHRC are significantly less than the incentive package offered for vacating by specified dates. We encourage you to consider the incentives available for vacating before **April 30, 2025**.

## Support Team Contact Information

Contact us directly to schedule a personalized meeting with a support team member to discuss your individual needs and receive guidance on the incentive process. Please call 305-842-3276 from 9 a.m. to 5 p.m., Monday to Friday, to speak with a support team member and schedule an appointment. You can also call and leave a message after business hours or reach us anytime by email at [info@theurbangroup.com](mailto:info@theurbangroup.com).

Estimado propietario:

Le escribimos para informarle que el parque de casas móviles Li'l Abner cerrará permanentemente el **19 de mayo de 2025**. Sabemos que esta noticia es difícil, y queremos asegurarle que estamos comprometidos a brindar un apoyo integral durante todo el proceso de cierre del parque de casas móviles.

El dueño del parque está ofreciendo un paquete de incentivos sustancial para cada propietario de una casa móvil, que va mucho más allá de lo que exige la ley de Florida para el cierre de parques de casas móviles. Este paquete se ofrece a través de su Agente de Administración, The Urban Group, a aquellos que se muden antes de la fecha límite legal y estén al día con sus pagos de alquiler. Este paquete incluye apoyo financiero, orientación gratuita para encontrar una nueva ubicación para su casa móvil o una vivienda alternativa, y un equipo de apoyo capacitado que se reunirá personalmente con usted para brindarle asistencia personalizada.

Nuestro equipo de apoyo estará con usted en cada paso del camino para hablar sobre sus necesidades individuales y proporcionar soluciones a cualquier desafío que pueda surgir durante su proceso de reubicación.

Es obligatorio que todos los ocupantes desocupen el parque a más tardar el **19 de mayo de 2025**. Tenga en cuenta que hasta que desocupe, sigue siendo responsable de pagar su alquiler mensual de lote y de cumplir con todas las reglas y regulaciones del parque.

El paquete de reubicación incluye un incentivo financiero además de la compensación legalmente requerida por ley. El dueño del parque le pagará un incentivo de:

- \$14,000 si desocupa antes del **31 de enero de 2025**.
- \$7,000 si desocupa antes del **31 de marzo de 2025**.
- \$3,000 si desocupa antes del **30 de abril de 2025**.

El aviso del cierre del parque está fechado el **12 de noviembre de 2024**. Si desocupa después del **30 de abril de 2025** hasta la fecha de cierre del parque el **19 de mayo de 2025**, SOLO recibirá los montos legales de acuerdo con la Ley de Florida, que son significativamente menores que los montos de incentivo descritos anteriormente. Los montos legales son:

- Hasta \$3,000 para la reubicación de una casa móvil de un solo ancho.
- Hasta \$6,000 para la reubicación de una casa móvil de doble ancho.
- \$1,375 por el abandono de una casa móvil de un solo ancho.
- \$2,750 por el abandono de una casa móvil de doble ancho.

El propietario del parque le pagará los montos legales directamente, para que no tenga que solicitarlos a la Corporación de Reubicación de Casas Móviles de Florida (FMHRC). El beneficio de recibir ambos montos, el incentivo y los legales, directamente de The Urban Group es que

recibirá esos montos de inmediato, en lugar de esperar que la FMHRC procese su solicitud, lo cual puede llevar más tiempo.

Como parte del paquete de incentivos, The Urban Group proporcionará orientación y asistencia en la reubicación y en la búsqueda de opciones de vivienda alternativa para los propietarios de casas móviles. Un miembro del equipo estará disponible para hablar sobre sus necesidades individuales y proporcionar soluciones personalizadas a cualquier desafío que pueda surgir durante el cierre del parque de casas móviles.

Contáctenos directamente para programar una reunión personalizada con un miembro del equipo de apoyo y recibir orientación sobre el proceso de incentivos. Llame al 305-842-3276 de lunes a viernes, de 9 a.m. a 5 p.m., para hablar con un miembro de nuestro equipo de apoyo y programar la cita. También puede dejar mensajes en nuestra línea telefónica o contactarnos en cualquier momento por correo electrónico a [info@theurbangroup.com](mailto:info@theurbangroup.com).

### Programa de Incentivos

FECHA LÍMITE PARA DESOCUPAR	PAGO DE INCENTIVO TEMPRANO*
31 de enero, 2025	\$14,000
31 de marzo, 2025	\$7,000
30 de abril, 2025	\$3,000

\*El monto del Pago de Incentivo Temprano se ofrece además de los pagos legales indicados a continuación.

TIPO DE CASA MÓVIL	PAGO LEGAL**
<b>Opción de Reubicación</b>	
Solo Ancho	Hasta \$3,000
Doble Ancho	Hasta \$6,000
<b>Opción de Abandono</b>	
Solo Ancho	\$1,375
Doble Ancho	\$2,750



\*\*Solo el propietario de la casa móvil es elegible. Se aplican requisitos adicionales de elegibilidad.

## **Resumen de Pagos Estatutarios y de Incentivo**

De acuerdo con el Capítulo 723 de los Estatutos de Florida, la Corporación de Reubicación de Casas Móviles de Florida (FMHRC, por sus siglas en inglés) procesará y pagará los reclamos válidos. Para ser elegible para el pago:

1. Debe cumplir con los requisitos legales del Capítulo 723.
2. Debe desocupar su lote o abandonar su casa móvil.
3. Toda la documentación requerida debe estar firmada y recibida.

FMHRC emitirá el pago dentro de los 10 días después de verificar estas condiciones.

**Importante:** Usted tiene la opción de aceptar un pago directo del dueño del parque a través de The Urban Group en lugar de seguir el proceso de FMHRC. Aceptar el pago directo de The Urban Group en lugar de FMHRC permite un procesamiento más rápido y la recepción inmediata de los fondos sin esperar el proceso de FMHRC.

### **Elegibilidad para el Pago**

Si tiene un título válido, puede tener derecho a compensación del Fondo Fiduciario de Reubicación de Casas Móviles de Florida a través de FMHRC. La compensación total que puede recibir de The Urban Group incluye tanto el incentivo ofrecido por el dueño del parque por desocupar en una fecha específica, como el monto estatutario de FMHRC. Para su conveniencia, The Urban Group puede pagarle directamente el monto estatutario, eliminando la necesidad de solicitarlo a FMHRC.

Antes del cierre del parque el **19 de mayo de 2025**, debe reubicar o abandonar su casa móvil. Los montos estatutarios ofrecidos por FMHRC varían según la situación (reubicación o abandono) y el tamaño de su casa móvil (de ancho simple o doble).

Es importante tener en cuenta que si desocupa después del **30 de abril de 2025** hasta la fecha de cierre del parque, el **19 de mayo de 2025**, sólo será elegible para los montos estatutarios que se detallan a continuación.

## **REUBICACIÓN**

### *Monto Estatutario Ofrecido por FMHRC*

Si está reubicando su casa móvil dentro de un radio de 50 millas, tiene derecho a recibir el **MENOR** de los siguientes montos:

- Gastos reales de mudanza para reubicar la casa móvil a una nueva ubicación dentro de un radio de 50 millas del parque desalojado (incluyendo desmontaje, transporte y costos de instalación)



O

- \$3,000 para una casa móvil de ancho simple o \$6,000 para una casa móvil de ancho doble

#### *Requisitos para Recibir el Monto de Incentivo por Reubicación*

Si está reubicando su casa móvil, debe hacer lo siguiente para calificar para el pago de incentivo:

- El propietario DEBE estar al día con la renta para recibir los pagos de incentivo.
- El propietario DEBE cumplir con el procedimiento de gestión del parque para reubicar casas móviles antes de desocupar cualquier lote.
- El propietario DEBE completar el Acuerdo de Desocupación.
- El propietario DEBE reubicar la casa móvil y desocupar el parque de casas móviles en las fechas especificadas.

### **ABANDONO**

#### *Monto Estatutario Ofrecido por FMHRC*

Si está abandonando su casa móvil, tiene derecho a:

- \$1,375 para una casa móvil de ancho simple
- O
- \$2,750 para una casa móvil de ancho doble

#### *Requisitos para Recibir el Monto de Incentivo por Abandono*

Si está abandonando su casa móvil, debe hacer lo siguiente para calificar para el pago de incentivo:

- El propietario DEBE estar al día con la renta para recibir los pagos de incentivo.
- El propietario DEBE cumplir con el procedimiento de gestión del parque para abandonar casas móviles antes de desocupar cualquier lote.
- El propietario DEBE ejecutar el Acuerdo de Desocupación.
- El propietario DEBE ejecutar el Contrato de Venta.
- El propietario DEBE abandonar la casa móvil y desocupar el parque de casas móviles en las fechas especificadas.

### **Recordatorio**

Recuerde que los montos estatutarios ofrecidos a través de FMHRC son significativamente menores que el paquete de incentivos ofrecido por desocupar en las fechas especificadas. Le alentamos a considerar los incentivos disponibles para desocupar antes del **30 de abril de 2025**.

### **Información de Contacto del Equipo de Apoyo**

Contáctenos directamente para programar una reunión personalizada con un miembro del equipo de apoyo para discutir sus necesidades individuales y recibir orientación sobre el proceso de incentivo. Llame al 305-842-3276 de lunes a viernes, de 9 a.m. a 5 p.m., para hablar con un miembro de nuestro equipo de apoyo y programar una cita. También puede dejar mensajes en nuestra línea telefónica o contactarnos en cualquier momento por correo electrónico a [info@theurbangroup.com](mailto:info@theurbangroup.com).