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November 14, 2023

Via email and regular U.S. Mail

Terry B. Cramer, III, Esquire  
Wilbur Smith, LLC  
2200 Broadway, 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

Re: Elias Brothers/Island Park

Dear Terry:

The time has come for your client to satisfy its obligation for the fine work done by Elias Brothers. Elias Brothers, through its project supervisor Mr. Joe DiRienzi Sr., kept your clients informed of the status of the construction through biweekly meetings, progress reports and reams of data to support the work they did. I served a demand on your client four months ago and have yet to receive an offer. Accordingly, unless we receive full payment of the outstanding invoice (\$369,051.43) plus statutory interest (\$14,759.69 through October 31, 2023) within 20 days, I will file the attached lawsuit. I also attach a summary of what is due for each unit. Each unit owner may avoid being named in the lawsuit by paying their respective invoice. If you do not represent each of the unit owners, please provide each with a copy of this letter and attachments. Also, please confirm you are still authorized to accept service.

Very truly yours,

*Joseph D. Stewart*

Joseph D. Stewart  
Signed electronically

JDSpk  
Enclosure as stated.

**ISLAND PARK - #000021**

Date	Invoice		Owner Name	Invoice				Total		Total Due	
	#	Unit		Total	6.58%	7.69%	8.54%	Interest			
3/31/2023	32024	17601 Captiva	Cillo	13,048.84	214.07	252.93	94.645	561.64	13,610.48		
4/26/2023	32116	17601 Captiva	Cillo	130,974.11	1,511.12	2,538.67	949.975	4,999.77	135,973.88	149,584.35	
3/31/2023	32025	17603 Captiva	Avis	11,923.84	195.61	231.12	86.485	513.22	12,437.06		
3/31/2023	32027	17602 Captiva	Marin	18,719.84	307.10	362.85	135.778	805.72	19,525.56		
3/31/2023	32028	17611 Captiva	Edwards	11,153.84	182.98	216.20	80.900	480.07	11,633.91		
4/26/2023	32138	17611 Captiva	Edwards	11,885.00	137.12	230.37	86.204	453.69	12,338.69	23,972.61	
3/31/2023	32029	17613 Captiva	Howley	12,455.84	204.34	241.43	90.344	536.11	12,991.95		
3/31/2023	32030	17620 Captiva	Goff	13,798.84	226.37	267.46	100.085	593.92	14,392.76		
3/31/2023	32032	17601 Captiva	Benz	17,865.84	293.09	346.29	129.584	768.97	18,634.81		
4/26/2023	32139	17601 Captiva	Benz	2,125.00	24.52	41.19	15.413	81.12	2,206.12	20,840.92	
3/31/2023	32033	17623 Marco	Castro	14,245.84	233.70	276.13	103.327	613.16	14,859.00		
3/31/2023	32034	17633 Marco	Addie	11,937.84	195.84	231.39	86.587	513.82	12,451.66		
3/31/2023	32035	17641 Marco	Roudebush	500.92	8.22	9.71	3.633	21.56	522.48		
3/31/2023	32036	17643 Marco	Calcagno	12,333.84	202.34	239.07	89.459	530.86	12,864.70		
4/26/2023	32117	17642 Captiva	Cooper	41,895.00	483.36	812.05	303.871	1,599.29	43,494.29		
4/26/2023	32118	17643 Captiva	Carlton	7,501.00	86.54	145.39	54.406	286.34	7,787.34		
4/26/2023	32119	17653 Captiva	Popoli	6,875.00	79.32	133.26	49.865	262.44	7,137.44		
4/26/2023	32120	17631 Captiva	Roumie	8,542.00	98.55	165.57	61.956	326.08	8,868.08		
4/26/2023	32121	17632 Captiva	McCann	1,459.00	16.83	28.28	10.582	55.70	1,514.70		
4/26/2023	32122	17632 Captiva	McCann	1,417.00	16.35	27.47	10.278	54.09	1,471.09	2,985.79	
4/26/2023	32123	17651 Marco	Vespe	14,418.00	166.35	279.46	104.576	550.39	14,968.39		
4/26/2023	32137	17600 Captiva	Tortorici	3,975.00	45.86	77.05	28.831	151.74	4,126.74		
				369,051.43				14,759.69	383,811.12		
									383,811.12		

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR LEE COUNTY, FLORIDA  
CIVIL ACTION

ELIAS BROTHERS GENERAL CONTRACTOR, INC.

Plaintiff,

vs.

CASE NO. 2023-CA-\_\_\_\_\_

ISLAND PARK VILLAGE SECTION V, PART 2  
CONDOMINIUM ASSOCIATION, INC., JAMES  
and GERALDINE CILLO, MICHAEL COOPER and  
MICHELLE BREEN, GERALD E. EDWARDS,  
JUDITH R. BENZ, RADU-LIVIU and KARINA  
MARIN, WILLIAM VESPE, SANTOS CASTRO and  
ANGELICA G. CASTRO, as Trustees of the CASTRO  
JOINT REVOCABLE TRUST, JANELLE W. GOFF,  
as Trustee of the JANELLE W. GOFF LIVING TRUST,  
VIRGINIA A. HOWLEY, SUE E. CARLTON, TERRY  
and BRENDA ADDIE, LOUIS L. and DIANE K. AVIS,  
YOUSSEF H. ROUMIE, JOSEPH R. and ANDREA  
CALCAGNO, JAYE L. POPOLI, JOSEPH and DONNA  
M. TORTORICI, GEORGE L. and CYNTHIA A.  
MCCANN, RICH R. and KELLY R. ROUDENBUSH,

Defendants.

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**COMPLAINT**

Elias Brothers General Contractor, Inc. (Elias) sues the following Defendants, ISLAND  
PARK VILLAGE SECTION V, PART 2 CONDOMINIUM ASSOCIATION, INC., JAMES and  
GERALDINE CILLO, MICHAEL COOPER and MICHELLE BREEN, GERALD E.  
EDWARDS, JUDITH R. BENZ, RADU-LIVIU and KARINA MARIN, WILLIAM VESPE,  
SANTOS CASTRO and ANGELICA G. CASTRO, as Trustees of the CASTRO JOINT  
REVOCABLE TRUST, JANELLE W. GOFF, as Trustee of the JANELLE W. GOFF LIVING

**ISLAND PARK - #000023**

TRUST, VIRGINIA A. HOWLEY, SUE E. CARLTON, TERRY and BRENDA ADDIE,  
LOUIS L. and DIANE K. AVIS, YOUSSEF H. ROUMIE, JOSEPH and ANDREA  
CALCAGNO, JAYE L. POPOLI, JOSEPH and DONNA M. TORTORICI, GEORGE L. and  
CYNTHIA A. MCCANN, RICH R. and KELLY R. ROUDENBUSH, and states as follows:

1. This is an action for damages in excess of \$30,000.
2. This action arose from reconstruction services provided in Lee County Florida.

Therefore, this court has jurisdiction and venue is appropriate in Lee County Florida.

3. Elias Brothers General Contractor, Inc. (Elias) is a duly licensed general contractor in the state of Florida. Elias provided reconstruction services to each of the defendants in this case.

4. Island Park Village Section V, part 2 Condominium Association, Inc. (Island Park) is a condominium Association in Lee County Florida. Its officers were primarily involved with Elias in the reconstruction services provided to the common elements and individual units.

5. JAMES and GERALDINE CILLO own 17601 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

6. MICHAEL COOPER and MICHELLE BREEN own 17642 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

7. GERALD E. EDWARDS owns 17611 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

8. JUDITH R. BENZ owns 17601 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

9. RADU-LIVIU and KARINA MARIN own 17602 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
10. WILLIAM VESPE owns 17651 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
11. SANTOS CASTRO and ANGELICA G. CASTRO, as Trustees of the CASTRO JOINT REVOCABLE TRUST own 17623 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
12. JANELLE W. GOFF, as Trustee of the JANELLE W. GOFF LIVING TRUST owns 17620 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
13. VIRGINIA A. HOWLEY owns 17613 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
14. SUE E. CARLTON owns 17643 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
15. TERRY and BRENDA ADDIE own 17633 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
16. LOUIS L. and DIANE K. AVIS own 17603 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
17. YOUSSEF H. ROUMIE owns 17631 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

18. JOSEPH and ANDREA CALCAGNO own 17643 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

19. JAYE L. POPOLI owns 17653 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

20. JOSEPH and DONNA M. TORTORICI own 17600 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

21. GEORGE L. and CYNTHIA A. MCCANN own 17632 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

22. RICH R. and KELLY R. ROUDENBUSH own 17641 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

23. Island Park had a responsibility to acquire flood insurance that benefited each of the defendant unit owners.

24. Island Park and each of the defendant unit owner properties were severely damaged as a result of a flood from Hurricane Ian.

Count One: Island Park and James and Geraldine Cillo

25. Reallege paragraphs 1 through 5, 23 and 24.

26. This is an action for unjust enrichment.

27. Elias conferred a benefit upon Island Park and James and Geraldine Cillo by providing reconstruction services to the common elements and unit 17601 Captiva Island Lane.

28. Island Park and James and Geraldine Cillo had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

29. Island Park and James and Geraldine Cillo voluntarily accepted and retained the benefit of the reconstruction services.

30. It would be inequitable for Island Park and James and Geraldine Cillo to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

31. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

32. Elias has been damaged by Island Park and James and Geraldine Cillo's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and James and Geraldine Cillo for the value of the construction services it provided.

Count Two: Island Park and Michael Cooper and Michelle Breen

33. Reallege paragraphs 1 through 4, 6, 23 and 24.

34. This is an action for unjust enrichment.

35. Elias conferred a benefit upon Island Park and Michael Cooper and Michelle Breen by providing reconstruction services to the common elements and unit 17642 Captiva Island Lane.

36. Island Park and Michael Cooper and Michelle Breen had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

37. Island Park and Michael Cooper and Michelle Breen voluntarily accepted and

retained the benefit of the reconstruction services.

38. It would be inequitable for Island Park and Michael Cooper and Michelle Breen to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

39. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

40. Elias has been damaged by Island Park and Michael Cooper and Michelle Breen's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Michael Cooper and Michelle Breen for the value of the construction services it provided.

Count Three: Island Park and Gerald E. Edwards

41. Reallege paragraphs 1 through 4, 7, 23 and 24.

42. This is an action for unjust enrichment.

43. Elias conferred a benefit upon Island Park and Gerald E. Edwards by providing reconstruction services to the common elements and unit 17611 Captiva Island Lane.

44. Island Park and Gerald E. Edwards had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

45. Island Park and Gerald E. Edwards voluntarily accepted and retained the benefit of the reconstruction services.

46. It would be inequitable for Island Park and Gerald E. Edwards to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

47. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.



48. Elias has been damaged by Island Park and Gerald E. Edwards' refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Gerald E. Edwards for the value of the construction services it provided.

Count Four: Island Park and Judith R. Benz

49. Reallege paragraphs 1 through 4, 8, 23 and 24.

50. This is an action for unjust enrichment.

51. Elias conferred a benefit upon Island Park and Judith R. Benz by providing reconstruction services to the common elements and unit 17601 Marco Island Lane.

52. Island Park and Judith R. Benz had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

53. Island Park and Judith R. Benz voluntarily accepted and retained the benefit of the reconstruction services.

54. It would be inequitable for Island Park and Judith R. Benz to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

55. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

56. Elias has been damaged by Island Park and Judith R. Benz's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Judith R. Benz for the value of the construction services it provided.

Count Five: Island Park and Radu-Liviu and Karin Marin

57. Reallege paragraphs 1 through 4, 9, 23 and 24.

58. This is an action for unjust enrichment.

59. Elias conferred a benefit upon Island Park and Radu-Liviu and Karin Marin by providing reconstruction services to the common elements and unit 17602 Captiva Island Lane.

60. Island Park and Radu-Liviu and Karin Marin had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

61. Island Park and Radu-Liviu and Karin Marin voluntarily accepted and retained the benefit of the reconstruction services.

62. It would be inequitable for Island Park and Radu-Liviu and Karin Marin to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

63. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

64. Elias has been damaged by Island Park and Radu-Liviu and Karin Marin's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Radu-Liviu and Karin Marin for the value of the construction services it provided.

Count Six: Island Park and William Vespe

65. Reallege paragraphs 1 through 4, 10, 23 and 24.

66. This is an action for unjust enrichment.

67. Elias conferred a benefit upon Island Park and William Vespe by providing reconstruction services to the common elements and unit 17651 Marco Island Lane.

68. Island Park and William Vespe had knowledge that the benefit was being

conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

69. Island Park and William Vespe voluntarily accepted and retained the benefit of the reconstruction services.

70. It would be inequitable for Island Park and William Vespe to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

71. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

72. Elias has been damaged by Island Park and William Vespe's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and William Vespe for the value of the construction services it provided.

Count Seven: Island Park and Santos and Angelica Castro as Trustees  
of the Castro Joint Revocable Trust

73. Reallege paragraphs 1 through 4, 11, 23 and 24.

74. This is an action for unjust enrichment.

75. Elias conferred a benefit upon Island Park and Santos and Angelica Castro as Trustees of the Castro Join Revocable Trust by providing reconstruction services to the common elements and unit 17623 Marco Island Lane.

76. Island Park and Santo and Angelica Castro as Trustees of the Castro Joint Revocable Trust had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

77. Island Park and Santos and Angelica Castro as Trustees of the Castro Joint

Revocable Trust voluntarily accepted and retained the benefit of the reconstruction services.

78. It would be inequitable for Island Park and Santos and Angelica Castro as Trustees of the Castro Joint Revocable Trust to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

79. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

80. Elias has been damaged by Island Park and Santos and Angelica Castro as Trustees of the Castro Joint Revocable Trust's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Santos and Angelica Santos as Trustees of the Castro Revocable Trust for the value of the construction services it provided.

Count Eight: Island Park and Janelle W. Goff as Trustee  
of the Janelle W. Goff Living Trust

81. Reallege paragraphs 1 through 4, 12, 23 and 24.

82. This is an action for unjust enrichment.

83. Elias conferred a benefit upon Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust by providing reconstruction services to the common elements and unit 17620 Captiva Island Lane.

84. Island Park and Janelle W. Goff, as Trustee of the Janelle W. Goff Living Trust had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

85. Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust voluntarily accepted and retained the benefit of the reconstruction services.

86. It would be inequitable for Island Park and Janelle W. Goff as Trustee of the

Janelle W. Goff Living Trust to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

87. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

88. Elias has been damaged by Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Trust for the value of the construction services it provided.

Count Nine: Island Park and Virginia A. Howley

89. Reallege paragraphs 1 through 4, 13, 23 and 24.

90. This is an action for unjust enrichment.

91. Elias conferred a benefit upon Island Park and Virginia A. Howley by providing reconstruction services to the common elements and unit 17613 Captiva Island Lane.

92. Island Park and Virginia A. Howley had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

93. Island Park and Virginia A. Howley voluntarily accepted and retained the benefit of the reconstruction services.

94. It would be inequitable for Island Park and Virginia A. Howley to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

95. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

96. Elias has been damaged by Island Park and Virginia A. Howley's refusal to pay

the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Virginia A. Howley for the value of the construction services it provided.

Count Ten: Island Park and Sue E. Carlton

97. Reallege paragraphs 1 through 4, 14, 23 and 24.

98. This is an action for unjust enrichment.

99. Elias conferred a benefit upon Island Park and Sue E. Carlton by providing reconstruction services to the common elements and unit 17643 Marco Island Lane.

100. Island Park and Sue E. Carlton had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

101. Island Park and Sue E. Carlton voluntarily accepted and retained the benefit of the reconstruction services.

102. It would be inequitable for Island Park and Sue E. Carlton to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

103. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

104. Elias has been damaged by Island Park and Sue E. Carlton's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Sue E. Carlton for the value of the construction services it provided.

Count Eleven: Island Park and Terry and Brenda Addie

105. Reallege paragraphs 1 through 4, 15, 23 and 24.

106. This is an action for unjust enrichment.

107. Elias conferred a benefit upon Island Park and Terry and Brenda Addie by providing reconstruction services to the common elements and unit 17633 Marco Island Lane.

108. Island Park and Terry and Brenda Addie had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

109. Island Park and Terry and Brenda Addie voluntarily accepted and retained the benefit of the reconstruction services.

110. It would be inequitable for Island Park and Terry and Brenda Addie to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

111. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

112. Elias has been damaged by Island Park and Terry and Brenda Addie's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Terry and Brenda Addie for the value of the construction services it provided.

Count Twelve: Island Park and Louis L. and Diane Avis

113. Reallege paragraphs 1 through 4, 16, 23 and 24.

114. This is an action for unjust enrichment.

115. Elias conferred a benefit upon Island Park and Louis L. and Diane Avis by providing reconstruction services to the common elements and unit 17603 Captiva Island Lane.

116. Island Park and Louis L. and Diane Avis had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each

of the unit owners during the reconstruction services.

117. Island Park and Louis L. and Diane Avis voluntarily accepted and retained the benefit of the reconstruction services.

118. It would be inequitable for Island Park and Louis L. and Diane Avis to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

119. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

120. Elias has been damaged by Island Park and Louis L. and Diane Avis's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Louis L. and Diane Avis for the value of the construction services it provided.

Count Thirteen: Island Park and Youssef H. Roumie

121. Reallege paragraphs 1 through 4, 17, 23 and 24.

122. This is an action for unjust enrichment.

123. Elias conferred a benefit upon Island Park and Youssef H. Roumie by providing reconstruction services to the common elements and unit 17631 Captiva Island Lane.

124. Island Park and Youssef H. Roumie had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

125. Island Park and Youssef H. Roumie voluntarily accepted and retained the benefit of the reconstruction services.

126. It would be inequitable for Island Park and Youssef H. Roumie to retain the benefit of the reconstruction services without paying Elias the value of that benefit.



127. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

128. Elias has been damaged by Island Park and Youssef H. Roumie's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Youssef H. Roumie for the value of the construction services it provided.

Count Fourteen: Island Park and Joseph and Andrea Calcagno

129. Reallege paragraphs 1 through 4, 18, 23 and 24.

130. This is an action for unjust enrichment.

131. Elias conferred a benefit upon Island Park and Joseph and Andrea Calcagno by providing reconstruction services to the common elements and unit 17643 Captiva Island Lane.

132. Island Park and Joseph and Andrea Calcagno had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

133. Island Park and Joseph and Andrea Calcagno voluntarily accepted and retained the benefit of the reconstruction services.

134. It would be inequitable for Island Park and Joseph and Andrea Calcagno to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

135. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

136. Elias has been damaged by Island Park and Joseph and Andrea Calcagno's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Joseph and Andrea

Calcagno's for the value of the construction services it provided.

Count Fifteen: Island Park and Jaye L. Popoli

137. Reallege paragraphs 1 through 4, 19, 23 and 24.

138. This is an action for unjust enrichment.

139. Elias conferred a benefit upon Island Park and Jaye L. Popoli by providing reconstruction services to the common elements and unit 17653 Captiva Island Lane.

140. Island Park and Jaye L. Popoli had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

141. Island Park and Jaye E. Popoli voluntarily accepted and retained the benefit of the reconstruction services.

142. It would be inequitable for Island Park and Jaye E. Popoli to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

143. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

144. Elias has been damaged by Island Park and Jaye E. Popoli's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Jaye E. Popoli for the value of the construction services it provided.

Count Sixteen: Island Park and Joseph and Donna M. Tortorici

145. Reallege paragraphs 1 through 4, 20, 23 and 24.

146. This is an action for unjust enrichment.

147. Elias conferred a benefit upon Island Park and Joseph and Donna M. Tortorici by

providing reconstruction services to the common elements and unit 17600 Captiva Island Lane.

148. Island Park and Joseph and Donna M. Tortorici had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

149. Island Park and Joseph and Donna M. Tortorici voluntarily accepted and retained the benefit of the reconstruction services.

150. It would be inequitable for Island Park and Joseph and Donna M. Tortorici to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

151. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

152. Elias has been damaged by Island Park and Joseph and Donna M. Tortorici's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Joseph and Donna M. Tortorici for the value of the construction services it provided.

Count Seventeen: Island Park and George L. and Cynthia A. McCann

153. Reallege paragraphs 1 through 4, 21, 23 and 24.

154. This is an action for unjust enrichment.

155. Elias conferred a benefit upon Island Park and George L. and Cynthia A. McCann by providing reconstruction services to the common elements and unit 17632 Captiva Island Lane.

156. Island Park and George L. and Cynthia A. McCann had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

157. Island Park and George L. and Cynthia A. McCann voluntarily accepted and retained the benefit of the reconstruction services.

158. It would be inequitable for Island Park and George L. and Cynthia A. McCann to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

159. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

160. Elias has been damaged by Island Park and George L. and Cynthia A. McCann's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and George L. and Cynthia A. McCann for the value of the construction services it provided.

Count Eighteen: Island Park and Rich R. and Kelly R. Roudenbush

161. Reallege paragraphs 1 through 4 and 22 through 24.

162. This is an action for unjust enrichment.

163. Elias conferred a benefit upon Island Park and Rich R. and Kelly R. Roudenbush by providing reconstruction services to the common elements and unit 17641 Marco Island Lane.

164. Island Park and Rich R. and Kelly R. Roudenbush had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

165. Island Park and Rich R. and Kelly R. Roudenbush voluntarily accepted and retained the benefit of the reconstruction services.

166. It would be inequitable for Island Park and Rich R. and Kelly R. Roudenbush to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

167. Elias has demanded payment for the value of the benefit of the reconstruction

services and payment has not been received.

168. Elias has been damaged by Island Park and Rich R. and Kelly R. Roudenbush's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Rich R. and Kelly R. Roudenbush's for the value of the construction services it provided.

Demand for Jury Trial

Plaintiff further demands trial by jury of all issues so triable as a matter of right and by law.

DATED: \_\_\_\_\_

JOSEPH D. STEWART, P.A.

By:

Joseph D. Stewart, Esquire  
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November 14, 2023

Via email and regular U.S. Mail

Terry B. Cramer, III, Esquire  
Wilbur Smith, LLC  
2200 Broadway, 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

Re: Elias Brothers/Island Park

Dear Terry:

The time has come for your client to satisfy its obligation for the fine work done by Elias Brothers. Elias Brothers, through its project supervisor Mr. Joe DiRienzi Sr., kept your clients informed of the status of the construction through biweekly meetings, progress reports and reams of data to support the work they did. I served a demand on your client four months ago and have yet to receive an offer. Accordingly, unless we receive full payment of the outstanding invoice (\$369,051.43) plus statutory interest (\$14,759.69 through October 31, 2023) within 20 days, I will file the attached lawsuit. I also attach a summary of what is due for each unit. Each unit owner may avoid being named in the lawsuit by paying their respective invoice. If you do not represent each of the unit owners, please provide each with a copy of this letter and attachments. Also, please confirm you are still authorized to accept service.

Very truly yours,

*Joseph D. Stewart*

Joseph D. Stewart  
Signed electronically

JDSpk  
Enclosure as stated.

**ISLAND PARK - #000387**

Date	Invoice		Owner Name	Invoice				Total		Total Due	
	#	Unit		Total	6.58%	7.69%	8.54%	Interest			
3/31/2023	32024	17601 Captiva	Cillo	13,048.84	214.07	252.93	94.645	561.64	13,610.48		
4/26/2023	32116	17601 Captiva	Cillo	130,974.11	1,511.12	2,538.67	949.975	4,999.77	135,973.88	149,584.35	
3/31/2023	32025	17603 Captiva	Avis	11,923.84	195.61	231.12	86.485	513.22	12,437.06		
3/31/2023	32027	17602 Captiva	Marin	18,719.84	307.10	362.85	135.778	805.72	19,525.56		
3/31/2023	32028	17611 Captiva	Edwards	11,153.84	182.98	216.20	80.900	480.07	11,633.91		
4/26/2023	32138	17611 Captiva	Edwards	11,885.00	137.12	230.37	86.204	453.69	12,338.69	23,972.61	
3/31/2023	32029	17613 Captiva	Howley	12,455.84	204.34	241.43	90.344	536.11	12,991.95		
3/31/2023	32030	17620 Captiva	Goff	13,798.84	226.37	267.46	100.085	593.92	14,392.76		
3/31/2023	32032	17601 Captiva	Benz	17,865.84	293.09	346.29	129.584	768.97	18,634.81		
4/26/2023	32139	17601 Captiva	Benz	2,125.00	24.52	41.19	15.413	81.12	2,206.12	20,840.92	
3/31/2023	32033	17623 Marco	Castro	14,245.84	233.70	276.13	103.327	613.16	14,859.00		
3/31/2023	32034	17633 Marco	Addie	11,937.84	195.84	231.39	86.587	513.82	12,451.66		
3/31/2023	32035	17641 Marco	Roudebush	500.92	8.22	9.71	3.633	21.56	522.48		
3/31/2023	32036	17643 Marco	Calcagno	12,333.84	202.34	239.07	89.459	530.86	12,864.70		
4/26/2023	32117	17642 Captiva	Cooper	41,895.00	483.36	812.05	303.871	1,599.29	43,494.29		
4/26/2023	32118	17643 Captiva	Carlton	7,501.00	86.54	145.39	54.406	286.34	7,787.34		
4/26/2023	32119	17653 Captiva	Popoli	6,875.00	79.32	133.26	49.865	262.44	7,137.44		
4/26/2023	32120	17631 Captiva	Roumie	8,542.00	98.55	165.57	61.956	326.08	8,868.08		
4/26/2023	32121	17632 Captiva	McCann	1,459.00	16.83	28.28	10.582	55.70	1,514.70		
4/26/2023	32122	17632 Captiva	McCann	1,417.00	16.35	27.47	10.278	54.09	1,471.09	2,985.79	
4/26/2023	32123	17651 Marco	Vespe	14,418.00	166.35	279.46	104.576	550.39	14,968.39		
4/26/2023	32137	17600 Captiva	Tortorici	3,975.00	45.86	77.05	28.831	151.74	4,126.74		
				369,051.43				14,759.69	383,811.12		
									383,811.12		

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR LEE COUNTY, FLORIDA  
CIVIL ACTION

ELIAS BROTHERS GENERAL CONTRACTOR, INC.

Plaintiff,

vs.

CASE NO. 2023-CA-\_\_\_\_\_

ISLAND PARK VILLAGE SECTION V, PART 2  
CONDOMINIUM ASSOCIATION, INC., JAMES  
and GERALDINE CILLO, MICHAEL COOPER and  
MICHELLE BREEN, GERALD E. EDWARDS,  
JUDITH R. BENZ, RADU-LIVIU and KARINA  
MARIN, WILLIAM VESPE, SANTOS CASTRO and  
ANGELICA G. CASTRO, as Trustees of the CASTRO  
JOINT REVOCABLE TRUST, JANELLE W. GOFF,  
as Trustee of the JANELLE W. GOFF LIVING TRUST,  
VIRGINIA A. HOWLEY, SUE E. CARLTON, TERRY  
and BRENDA ADDIE, LOUIS L. and DIANE K. AVIS,  
YOUSSEF H. ROUMIE, JOSEPH R. and ANDREA  
CALCAGNO, JAYE L. POPOLI, JOSEPH and DONNA  
M. TORTORICI, GEORGE L. and CYNTHIA A.  
MCCANN, RICH R. and KELLY R. ROUDENBUSH,

Defendants.

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**COMPLAINT**

Elias Brothers General Contractor, Inc. (Elias) sues the following Defendants, ISLAND  
PARK VILLAGE SECTION V, PART 2 CONDOMINIUM ASSOCIATION, INC., JAMES and  
GERALDINE CILLO, MICHAEL COOPER and MICHELLE BREEN, GERALD E.  
EDWARDS, JUDITH R. BENZ, RADU-LIVIU and KARINA MARIN, WILLIAM VESPE,  
SANTOS CASTRO and ANGELICA G. CASTRO, as Trustees of the CASTRO JOINT  
REVOCABLE TRUST, JANELLE W. GOFF, as Trustee of the JANELLE W. GOFF LIVING



TRUST, VIRGINIA A. HOWLEY, SUE E. CARLTON, TERRY and BRENDA ADDIE,  
LOUIS L. and DIANE K. AVIS, YOUSSEF H. ROUMIE, JOSEPH and ANDREA  
CALCAGNO, JAYE L. POPOLI, JOSEPH and DONNA M. TORTORICI, GEORGE L. and  
CYNTHIA A. MCCANN, RICH R. and KELLY R. ROUDENBUSH, and states as follows:

1. This is an action for damages in excess of \$30,000.
2. This action arose from reconstruction services provided in Lee County Florida.

Therefore, this court has jurisdiction and venue is appropriate in Lee County Florida.

3. Elias Brothers General Contractor, Inc. (Elias) is a duly licensed general contractor in the state of Florida. Elias provided reconstruction services to each of the defendants in this case.

4. Island Park Village Section V, part 2 Condominium Association, Inc. (Island Park) is a condominium Association in Lee County Florida. Its officers were primarily involved with Elias in the reconstruction services provided to the common elements and individual units.

5. JAMES and GERALDINE CILLO own 17601 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

6. MICHAEL COOPER and MICHELLE BREEN own 17642 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

7. GERALD E. EDWARDS owns 17611 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

8. JUDITH R. BENZ owns 17601 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

9. RADU-LIVIU and KARINA MARIN own 17602 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
10. WILLIAM VESPE owns 17651 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
11. SANTOS CASTRO and ANGELICA G. CASTRO, as Trustees of the CASTRO JOINT REVOCABLE TRUST own 17623 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
12. JANELLE W. GOFF, as Trustee of the JANELLE W. GOFF LIVING TRUST owns 17620 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
13. VIRGINIA A. HOWLEY owns 17613 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
14. SUE E. CARLTON owns 17643 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
15. TERRY and BRENDA ADDIE own 17633 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
16. LOUIS L. and DIANE K. AVIS own 17603 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.
17. YOUSSEF H. ROUMIE owns 17631 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

18. JOSEPH and ANDREA CALCAGNO own 17643 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

19. JAYE L. POPOLI owns 17653 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

20. JOSEPH and DONNA M. TORTORICI own 17600 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

21. GEORGE L. and CYNTHIA A. MCCANN own 17632 Captiva Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

22. RICH R. and KELLY R. ROUDENBUSH own 17641 Marco Island Lane, Fort Myers, Florida, which is a condominium unit in Island Park and received reconstruction services from Elias.

23. Island Park had a responsibility to acquire flood insurance that benefited each of the defendant unit owners.

24. Island Park and each of the defendant unit owner properties were severely damaged as a result of a flood from Hurricane Ian.

Count One: Island Park and James and Geraldine Cillo

25. Reallege paragraphs 1 through 5, 23 and 24.

26. This is an action for unjust enrichment.

27. Elias conferred a benefit upon Island Park and James and Geraldine Cillo by providing reconstruction services to the common elements and unit 17601 Captiva Island Lane.

28. Island Park and James and Geraldine Cillo had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

29. Island Park and James and Geraldine Cillo voluntarily accepted and retained the benefit of the reconstruction services.

30. It would be inequitable for Island Park and James and Geraldine Cillo to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

31. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

32. Elias has been damaged by Island Park and James and Geraldine Cillo's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and James and Geraldine Cillo for the value of the construction services it provided.

Count Two: Island Park and Michael Cooper and Michelle Breen

33. Reallege paragraphs 1 through 4, 6, 23 and 24.

34. This is an action for unjust enrichment.

35. Elias conferred a benefit upon Island Park and Michael Cooper and Michelle Breen by providing reconstruction services to the common elements and unit 17642 Captiva Island Lane.

36. Island Park and Michael Cooper and Michelle Breen had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

37. Island Park and Michael Cooper and Michelle Breen voluntarily accepted and

retained the benefit of the reconstruction services.

38. It would be inequitable for Island Park and Michael Cooper and Michelle Breen to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

39. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

40. Elias has been damaged by Island Park and Michael Cooper and Michelle Breen's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Michael Cooper and Michelle Breen for the value of the construction services it provided.

Count Three: Island Park and Gerald E. Edwards

41. Reallege paragraphs 1 through 4, 7, 23 and 24.

42. This is an action for unjust enrichment.

43. Elias conferred a benefit upon Island Park and Gerald E. Edwards by providing reconstruction services to the common elements and unit 17611 Captiva Island Lane.

44. Island Park and Gerald E. Edwards had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

45. Island Park and Gerald E. Edwards voluntarily accepted and retained the benefit of the reconstruction services.

46. It would be inequitable for Island Park and Gerald E. Edwards to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

47. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

48. Elias has been damaged by Island Park and Gerald E. Edwards' refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Gerald E. Edwards for the value of the construction services it provided.

Count Four: Island Park and Judith R. Benz

49. Reallege paragraphs 1 through 4, 8, 23 and 24.

50. This is an action for unjust enrichment.

51. Elias conferred a benefit upon Island Park and Judith R. Benz by providing reconstruction services to the common elements and unit 17601 Marco Island Lane.

52. Island Park and Judith R. Benz had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

53. Island Park and Judith R. Benz voluntarily accepted and retained the benefit of the reconstruction services.

54. It would be inequitable for Island Park and Judith R. Benz to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

55. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

56. Elias has been damaged by Island Park and Judith R. Benz's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Judith R. Benz for the value of the construction services it provided.

Count Five: Island Park and Radu-Liviu and Karin Marin

57. Reallege paragraphs 1 through 4, 9, 23 and 24.

58. This is an action for unjust enrichment.

59. Elias conferred a benefit upon Island Park and Radu-Liviu and Karin Marin by providing reconstruction services to the common elements and unit 17602 Captiva Island Lane.

60. Island Park and Radu-Liviu and Karin Marin had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

61. Island Park and Radu-Liviu and Karin Marin voluntarily accepted and retained the benefit of the reconstruction services.

62. It would be inequitable for Island Park and Radu-Liviu and Karin Marin to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

63. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

64. Elias has been damaged by Island Park and Radu-Liviu and Karin Marin's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Radu-Liviu and Karin Marin for the value of the construction services it provided.

Count Six: Island Park and William Vespe

65. Reallege paragraphs 1 through 4, 10, 23 and 24.

66. This is an action for unjust enrichment.

67. Elias conferred a benefit upon Island Park and William Vespe by providing reconstruction services to the common elements and unit 17651 Marco Island Lane.

68. Island Park and William Vespe had knowledge that the benefit was being

conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

69. Island Park and William Vespe voluntarily accepted and retained the benefit of the reconstruction services.

70. It would be inequitable for Island Park and William Vespe to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

71. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

72. Elias has been damaged by Island Park and William Vespe's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and William Vespe for the value of the construction services it provided.

Count Seven: Island Park and Santos and Angelica Castro as Trustees  
of the Castro Joint Revocable Trust

73. Reallege paragraphs 1 through 4, 11, 23 and 24.

74. This is an action for unjust enrichment.

75. Elias conferred a benefit upon Island Park and Santos and Angelica Castro as Trustees of the Castro Join Revocable Trust by providing reconstruction services to the common elements and unit 17623 Marco Island Lane.

76. Island Park and Santo and Angelica Castro as Trustees of the Castro Joint Revocable Trust had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

77. Island Park and Santos and Angelica Castro as Trustees of the Castro Joint



Revocable Trust voluntarily accepted and retained the benefit of the reconstruction services.

78. It would be inequitable for Island Park and Santos and Angelica Castro as Trustees of the Castro Joint Revocable Trust to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

79. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

80. Elias has been damaged by Island Park and Santos and Angelica Castro as Trustees of the Castro Joint Revocable Trust's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Santos and Angelica Santos as Trustees of the Castro Revocable Trust for the value of the construction services it provided.

Count Eight: Island Park and Janelle W. Goff as Trustee  
of the Janelle W. Goff Living Trust

81. Reallege paragraphs 1 through 4, 12, 23 and 24.

82. This is an action for unjust enrichment.

83. Elias conferred a benefit upon Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust by providing reconstruction services to the common elements and unit 17620 Captiva Island Lane.

84. Island Park and Janelle W. Goff, as Trustee of the Janelle W. Goff Living Trust had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

85. Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust voluntarily accepted and retained the benefit of the reconstruction services.

86. It would be inequitable for Island Park and Janelle W. Goff as Trustee of the

Janelle W. Goff Living Trust to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

87. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

88. Elias has been damaged by Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Living Trust's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Janelle W. Goff as Trustee of the Janelle W. Goff Trust for the value of the construction services it provided.

Count Nine: Island Park and Virginia A. Howley

89. Reallege paragraphs 1 through 4, 13, 23 and 24.

90. This is an action for unjust enrichment.

91. Elias conferred a benefit upon Island Park and Virginia A. Howley by providing reconstruction services to the common elements and unit 17613 Captiva Island Lane.

92. Island Park and Virginia A. Howley had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

93. Island Park and Virginia A. Howley voluntarily accepted and retained the benefit of the reconstruction services.

94. It would be inequitable for Island Park and Virginia A. Howley to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

95. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

96. Elias has been damaged by Island Park and Virginia A. Howley's refusal to pay

the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Virginia A. Howley for the value of the construction services it provided.

Count Ten: Island Park and Sue E. Carlton

97. Reallege paragraphs 1 through 4, 14, 23 and 24.

98. This is an action for unjust enrichment.

99. Elias conferred a benefit upon Island Park and Sue E. Carlton by providing reconstruction services to the common elements and unit 17643 Marco Island Lane.

100. Island Park and Sue E. Carlton had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

101. Island Park and Sue E. Carlton voluntarily accepted and retained the benefit of the reconstruction services.

102. It would be inequitable for Island Park and Sue E. Carlton to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

103. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

104. Elias has been damaged by Island Park and Sue E. Carlton's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Sue E. Carlton for the value of the construction services it provided.

Count Eleven: Island Park and Terry and Brenda Addie

105. Reallege paragraphs 1 through 4, 15, 23 and 24.

106. This is an action for unjust enrichment.

107. Elias conferred a benefit upon Island Park and Terry and Brenda Addie by providing reconstruction services to the common elements and unit 17633 Marco Island Lane.

108. Island Park and Terry and Brenda Addie had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

109. Island Park and Terry and Brenda Addie voluntarily accepted and retained the benefit of the reconstruction services.

110. It would be inequitable for Island Park and Terry and Brenda Addie to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

111. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

112. Elias has been damaged by Island Park and Terry and Brenda Addie's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Terry and Brenda Addie for the value of the construction services it provided.

Count Twelve: Island Park and Louis L. and Diane Avis

113. Reallege paragraphs 1 through 4, 16, 23 and 24.

114. This is an action for unjust enrichment.

115. Elias conferred a benefit upon Island Park and Louis L. and Diane Avis by providing reconstruction services to the common elements and unit 17603 Captiva Island Lane.

116. Island Park and Louis L. and Diane Avis had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each

of the unit owners during the reconstruction services.

117. Island Park and Louis L. and Diane Avis voluntarily accepted and retained the benefit of the reconstruction services.

118. It would be inequitable for Island Park and Louis L. and Diane Avis to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

119. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

120. Elias has been damaged by Island Park and Louis L. and Diane Avis's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Louis L. and Diane Avis for the value of the construction services it provided.

Count Thirteen: Island Park and Youssef H. Roumie

121. Reallege paragraphs 1 through 4, 17, 23 and 24.

122. This is an action for unjust enrichment.

123. Elias conferred a benefit upon Island Park and Youssef H. Roumie by providing reconstruction services to the common elements and unit 17631 Captiva Island Lane.

124. Island Park and Youssef H. Roumie had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

125. Island Park and Youssef H. Roumie voluntarily accepted and retained the benefit of the reconstruction services.

126. It would be inequitable for Island Park and Youssef H. Roumie to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

127. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

128. Elias has been damaged by Island Park and Youssef H. Roumie's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Youssef H. Roumie for the value of the construction services it provided.

Count Fourteen: Island Park and Joseph and Andrea Calcagno

129. Reallege paragraphs 1 through 4, 18, 23 and 24.

130. This is an action for unjust enrichment.

131. Elias conferred a benefit upon Island Park and Joseph and Andrea Calcagno by providing reconstruction services to the common elements and unit 17643 Captiva Island Lane.

132. Island Park and Joseph and Andrea Calcagno had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

133. Island Park and Joseph and Andrea Calcagno voluntarily accepted and retained the benefit of the reconstruction services.

134. It would be inequitable for Island Park and Joseph and Andrea Calcagno to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

135. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

136. Elias has been damaged by Island Park and Joseph and Andrea Calcagno's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Joseph and Andrea

Calcagno's for the value of the construction services it provided.

Count Fifteen: Island Park and Jaye L. Popoli

137. Reallege paragraphs 1 through 4, 19, 23 and 24.

138. This is an action for unjust enrichment.

139. Elias conferred a benefit upon Island Park and Jaye L. Popoli by providing reconstruction services to the common elements and unit 17653 Captiva Island Lane.

140. Island Park and Jaye L. Popoli had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

141. Island Park and Jaye E. Popoli voluntarily accepted and retained the benefit of the reconstruction services.

142. It would be inequitable for Island Park and Jaye E. Popoli to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

143. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

144. Elias has been damaged by Island Park and Jaye E. Popoli's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Jaye E. Popoli for the value of the construction services it provided.

Count Sixteen: Island Park and Joseph and Donna M. Tortorici

145. Reallege paragraphs 1 through 4, 20, 23 and 24.

146. This is an action for unjust enrichment.

147. Elias conferred a benefit upon Island Park and Joseph and Donna M. Tortorici by

providing reconstruction services to the common elements and unit 17600 Captiva Island Lane.

148. Island Park and Joseph and Donna M. Tortorici had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

149. Island Park and Joseph and Donna M. Tortorici voluntarily accepted and retained the benefit of the reconstruction services.

150. It would be inequitable for Island Park and Joseph and Donna M. Tortorici to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

151. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

152. Elias has been damaged by Island Park and Joseph and Donna M. Tortorici's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Joseph and Donna M. Tortorici for the value of the construction services it provided.

Count Seventeen: Island Park and George L. and Cynthia A. McCann

153. Reallege paragraphs 1 through 4, 21, 23 and 24.

154. This is an action for unjust enrichment.

155. Elias conferred a benefit upon Island Park and George L. and Cynthia A. McCann by providing reconstruction services to the common elements and unit 17632 Captiva Island Lane.

156. Island Park and George L. and Cynthia A. McCann had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.



157. Island Park and George L. and Cynthia A. McCann voluntarily accepted and retained the benefit of the reconstruction services.

158. It would be inequitable for Island Park and George L. and Cynthia A. McCann to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

159. Elias has demanded payment for the value of the benefit of the reconstruction services and payment has not been received.

160. Elias has been damaged by Island Park and George L. and Cynthia A. McCann's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and George L. and Cynthia A. McCann for the value of the construction services it provided.

Count Eighteen: Island Park and Rich R. and Kelly R. Roudenbush

161. Reallege paragraphs 1 through 4 and 22 through 24.

162. This is an action for unjust enrichment.

163. Elias conferred a benefit upon Island Park and Rich R. and Kelly R. Roudenbush by providing reconstruction services to the common elements and unit 17641 Marco Island Lane.

164. Island Park and Rich R. and Kelly R. Roudenbush had knowledge that the benefit was being conferred. Elias communicated with the Board of Directors at Island Park as well as each of the unit owners during the reconstruction services.

165. Island Park and Rich R. and Kelly R. Roudenbush voluntarily accepted and retained the benefit of the reconstruction services.

166. It would be inequitable for Island Park and Rich R. and Kelly R. Roudenbush to retain the benefit of the reconstruction services without paying Elias the value of that benefit.

167. Elias has demanded payment for the value of the benefit of the reconstruction

services and payment has not been received.

168. Elias has been damaged by Island Park and Rich R. and Kelly R. Roudenbush's refusal to pay the value of the reconstruction services.

Wherefore, Elias demands judgment against Island Park and Rich R. and Kelly R. Roudenbush's for the value of the construction services it provided.

Demand for Jury Trial

Plaintiff further demands trial by jury of all issues so triable as a matter of right and by law.

DATED: \_\_\_\_\_

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