

COPY

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE COUNTY, FLORIDA

MATTHEW KLOSOWSKI

Plaintiff,

v.

Case No. 2007-CA-1642-K

CITY OF KEY WEST,  
a municipal corporation,  
acting through  
WILLIAM A. MAULDIN,  
Chief Key West Police Department,  
A department of Defendant  
City of Key West,

Defendant.

PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT<sup>1</sup>

(Pursuant to Whistle-blower's Act ("The Act"))

*Fla. Stat. §§ 112.3187 et seq.* and for Injunctive Relief)

PLAINTIFF, by and through undersigned counsel, sues Defendant and alleges:

Jurisdiction and Venue

1. This action seeks damages in excess of \$ 15,000.00 exclusive of costs, interest and attorney's fees. Jurisdiction also exists under *Fla. Stat. §§ 112.3187 et seq.* Venue exists under *Fla. Stat. § 47.011.*

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<sup>1</sup>Plaintiff amends as a matter of right because no responsive pleading has been filed. (FL.R. Civ. P. 1.190(a))

Received by Monroe County Clerk's Office  
Date 3/27/08 By KW

### Parties

2. Plaintiff MATTHEW KLOSOWSKI, during all times pertinent was an officer in the Key West Police Department. ("KWPD")
3. Defendant City of Key West, ("Key West") is a Florida municipal corporation.

### General Allegations

4. Plaintiff, at all times pertinent, was an employee of Defendant, pursuant to The Act § 112.3187 (3) (b).
5. Plaintiff disclosed violation of law pursuant to The Act § 112.3187 (2) and § 112.3187 (7).
6. The actions of Defendant created a substantial and specific danger to the public's health, safety, or welfare as specified by The Act at § 112.3187 (2).
7. Plaintiff is protected by The Act at § 112.3187 (2).
8. Defendant Key West is an "agency" and a "municipal government entity" specified under The Act at § 112.3187 (3) (a).
9. Defendant Key West is subject to The Act pursuant to § 112.3187 (3) (a).
10. Defendant Key West is prohibited from taking adverse action against Plaintiff for disclosures protected by The Act at § 112.3187 (4) (a).
11. WILLIAM A. MAULDIN, during all times pertinent, is or was the Chief of Police and the Officer responsible for the KWPD as a "department" of Defendant City is subject to The Act at § (3) (a).

12. As a department of Defendant, the retaliatory actions of KWPD Chief William A. Mauldin and "officer-employees" are subject to The Act at § (3) (a).
13. Defendant Key West, through its KWPD, took actions against Plaintiff which are prohibited under The Act at §112.3187 (3) (c).
14. Defendant Key West has not established, by ordinance, an administrative procedure for handling Plaintiff's complaint as authorized by The Act at §(8) (b).
15. Plaintiff is therefore entitled to bring this action in a court of competent jurisdiction pursuant to The Act at § 112.3187 (8) (b).
16. This action is timely filed pursuant to The Act at §112.3187 (8) (b).
17. Plaintiff has exhausted his administrative remedies and performed all required conditions precedent to the filing of this action.

Count I - Retaliation

18. Plaintiff incorporates the allegations in ¶¶ 1-17 as if they were set forth here in their entirety.

Introductory Material Facts

19. On the night of May 28, 2007, Plaintiff responded to Simonton Street, Key West because of a police radio call to backup KWPD Sergeant Pablo Rodriguez who was pursuing a burglary suspect.

20. The suspect was on a bicycle which he rode northbound, on the east side of the roadway on the sidewalk.
21. Sergeant Rodriguez, in pursuit in his police vehicle, drove over the curb and with his police car, struck the suspect riding on the sidewalk.
22. Plaintiff's in-car video camera recorded the above incident because the camera activates automatically when a KWPD officer turns on a patrol car's police flashing lights.
23. The subject's bicycle was destroyed by Sergeant Pablo Rodriguez's police vehicle. The subject was injured, bleeding and possibly suffered a broken leg.
24. Plaintiff made Sergeant Rodriguez aware of the video.
25. Sergeant Rodriguez did not call emergency medical services or insure medical treatment. He released the suspect even though he was suspected of being an illegal alien.
26. Sergeant Rodriguez demanded, of Plaintiff on several occasions, that Plaintiff, "Get rid of the video," or "Make it disappear," or "Melt it." Sergeant Rodriguez's statements were overheard by a 3<sup>rd</sup> party KWPD officer.
27. Plaintiff responded to Sergeant Rodriguez that he would not destroy the video.
28. At the time of the above described events, Sergeant Rodriguez was Plaintiff's direct supervisor.

29. Destruction of the video could have been charged as tampering with evidence, a third degree felony pursuant to *Fla. Stat.* 918.13 (1) (a).
30. Plaintiff then reported the incident, including Sergeant Rodriguez' demand to destroy the video to Internal Affairs of the KWPD and cooperated in their investigation (Composite Exhibit A - FDLE excerpts documenting Plaintiff's report and cooperation).
31. Plaintiff was requested be interviewed by the Florida Department of Law Enforcement and cooperated in their investigation. (Composite Exhibit A - FDLE excerpts documenting Plaintiff's report and cooperation).
32. Prior to the events of May 28, 2007 and the subsequent investigations which resulted, Plaintiff's personnel record did not disclose any significant adverse actions by his superiors or chain of command.
33. Prior to May 28, 2007 and the subsequent actions alleged herein, and due to his proven abilities, Plaintiff was the fleet coordinator, the night Quartermaster and a member of the contract negotiation team. Plaintiff is also a member of the Police Honor Guard which represents KWPD at functions and ceremonies.
34. After the events described herein in ¶¶ 19 through 27 and ¶¶ 30 through 31 above, the KWPD chain of command initiated, prior to the filing of this lawsuit, a campaign of retaliation against Plaintiff for his disclosures, as more fully set forth below.

*Defendant's Retaliations Prior to the Filing of Suit*

*1<sup>st</sup> Retaliation - Reassignment and Intimidation*

35. Plaintiff, after his cooperation with KWPD Internal Affairs, Plaintiff was immediately reassigned, without explanation, from the job he had held for more than two (2) years.
36. Plaintiff was subsequently reassigned to police a high-threat drug area without proper drug enforcement preparation, area orientation, or training. This action by Defendant was an intentional act to intimidate Plaintiff.

*2<sup>nd</sup> Retaliation - Compromise of Plaintiff Officer's Safety*

37. Plaintiff was assigned to the high threat area, without the positioning of timely responsive "backup" support.
38. Plaintiff was told that he would stay in the high-threat drug area until, by himself, he made "good" drug arrests.
39. Plaintiff was assigned this duty even though there were other officers with more training and qualifications available who had requested such assignment.

*3<sup>rd</sup> Retaliation - Intentional False Statements  
Intended to Compromise Plaintiff Officer's Safety*

40. Plaintiff's safety was further intentionally compromised by Plaintiff's former supervisor and the Officer who demanded destruction of the video at issue. Sergeant Rodriguez falsely told KWPD officers that Plaintiff could not be

trusted or relied upon. As a part of his knowingly false and defamatory statements in retaliation, Sergeant Rodriguez also accused Plaintiff of committing a crime, specifically the crime of covertly recording the conversation of individuals without their knowledge and consent. Both Rodriguez statements were knowingly false.

41. The statements by Sergeant Rodriguez were intended to make it less likely that if Plaintiff needed emergency assistance, such critical assistance would be provided by his fellow officers.
42. Defendant's false statements, through Sergeant Rodriguez, were retaliatory in an attempt to ostracize and isolate Plaintiff in order to expose him to unnecessary and preventable risk.

*4<sup>th</sup> Retaliation - Adverse Personnel Action - Citations*

43. After reassignment, Plaintiff was issued a supervisors counseling for "Failure to Account for Traffic Citations."
44. Plaintiff left his citation book at the station after his shift. The station is secure.
45. Upon information and belief, other officers have, left their ticket books at the station, with the result that the citation book is simply placed in the officer's mailbox, without adverse personnel action.

*5<sup>th</sup> Retaliation - Adverse Personnel Action - Evidence*

46. After reassignment, Plaintiff was issued a supervisors counseling for "Failure to Package Evidence."
47. The "evidence" was driver's licenses which were required to be taken, by Plaintiff, after traffic infractions, which did not allow subject to keep their identification/license.
48. As a KWPD general practice, officers confiscate these identifications and either destroy them, or send them to Alcohol, Beverage, and Tobacco for training aids.
49. Other officers routinely collect such licenses and put them over the visor in their patrol unit or in the vehicle trunk until they are turned in, at a subsequent time.
50. Upon information and belief, other KWPD officers have routinely collected and secured licenses in the same manner as Plaintiff without adverse personnel action.
51. Upon information and belief, after the action taken against Plaintiff, other officers with licenses in their possession were told to simply get rid of them, without any adverse personnel action(s) against them.



*6<sup>th</sup> Retaliation - Docking of Plaintiff's Pay*

52. After the events concerning Sergeant Rodriguez and the initiation of the investigations described above, Plaintiff's pay was withheld as additional retaliation.
53. On July 9<sup>th</sup>, 2007, Plaintiff requested time to attend the funeral of a close friend who died in a diving accident. Plaintiff went to the funeral, in uniform, as a representative of KWPD.
54. Sergeant Blasberg, Plaintiff's supervisor subsequent to Sergeant Rodriguez, said if Plaintiff returned after the funeral was over, he would see that Plaintiff was paid the funeral time.
55. Plaintiff attended the funeral, where he wore his Key West Police, Class A uniform to honor the deceased who was a Paramedic for Key West Rescue who frequently worked with KWPD.
56. After Plaintiff returned, Sergeant Blasberg said he "had to dock me vacation time" for the time Plaintiff missed. Sergeant Blasberg told Plaintiff that it was an order that came from Lt. Vasquez, the next level supervisor above Sergeants Rodriguez and Blasberg.
57. Both before and after the incident docking Plaintiff's pay, upon information and belief, several officers have been routinely granted paid "courtesy time" for such matters.

*7<sup>th</sup> Retaliation - Intentional Misrepresentation and Public Verbal Abuse*

58. On or about August 6, 2007, several KWPD day shift officers, on their own and not by Plaintiff's instigation, expressed their interest to him, in having Plaintiff join their shift due to up-coming vacancies.
59. The following morning, KWPD Sergeant Wood told Plaintiff that several officers on his shift suggested that he join their shift, and asked if he was interested.
60. Plaintiff responded that he was interested. Plaintiff did not initiate any request to change shift in violation of the chain of command, but merely responded to a supervisor's inquiry.
61. Immediately after the inquiry, during briefing, with most of the shift present, and referring to Plaintiff, Lt. Vasquez said it was brought to his attention that an officer from night shift violated the chain of command and asked other supervisors to join day shift.
62. Lt. Vasquez statement was false. Lt Vasquez failed to confirm his statement prior to making it with Plaintiff or other knowledgeable officers readily available.
63. Lt. Vasquez further said he would not tolerate officers going behind his back and would make sure such officers stayed on night shift the rest of their career

if he found out they did such a thing and denied Plaintiff a reasonable transfer or reassignment, instead giving the position to a probationary officer.

64. Plaintiff was the target of Lt. Vasquez' accusations and threat. The public accusation was false as Lt. Vasquez knew or should have known. It was made in front of the assembled shift of officers, with whom Plaintiff had to work.
65. Plaintiff was denied any opportunity during briefing to respond or correct the false statements or address the threat to his continued employment on the night shift.
66. The verbal threats, accusations and denial of transfer or reassignment were additional adverse actions against Plaintiff because they diminished Plaintiff and called his judgment and actions into question before his fellow officers.

*8<sup>th</sup> Retaliation - Misrepresentation of Plaintiff and his Actions*

67. Plaintiff attempted to use his chain of command accompanied by his representative Officer Tom Neary to address his concerns, first with Lt. Vasquez on or about August 15<sup>th</sup>, 2007, Lt. Vasquez declined to repair or remove all retaliatory actions taken against Plaintiff. Subsequently, Plaintiff's pay was reinstated and then denied again at a higher level of command.
68. Subsequent to his meeting with Lt. Vasquez, Plaintiff requested to meet with the next level officer in the chain of command, KWPD Captain Scott Smith.

69. In response to Plaintiff's request, he was allowed a meeting with Captain Smith, but Lt. Vasquez, and KWPD Captain Donnie Lee also attended.
70. During the meeting, numerous knowingly false statements were made to Captain Lee regarding Plaintiff by both Captain Smith and Lt. Vasquez.
71. Captain Lee was told by Lt. Vasquez that he went to Captain Smith due to problems Plaintiff was causing on the shift.
72. Plaintiff responded to Captain Smith, Captain Lee, and Lt. Vasquez that he was unaware of any problems, which he caused on the shift and pointed out that no supervisor or any other KWPD officer had come to Plaintiff to relate or address problems concerning Plaintiff.
73. Captain Smith told Captain Lee that every shift Plaintiff goes on, he causes problems. Plaintiff interjected and told Captain Smith that the statement was not true and asked for examples which were not forthcoming.
74. Defendant KWPD officer's knowingly false statements were a pretext in an attempt to revise Plaintiff's employment history in an improper attempt to justify and diminish their retaliatory actions against him.

*9<sup>th</sup> Retaliation - Threat to Remove Plaintiff from Honor Guard*

75. On or about August 25, 2007 Plaintiff, was told that he was required to come in on his day off to participate in an Honor Guard detail.

76. Plaintiff, having previously made plans which conflicted, suggested other officers would be available and who Plaintiff confirmed were willing to participate in Plaintiff's place at the Honor Guard.
77. Plaintiff was told that if he refused to participate in another event, he would be removed from the Honor Guard. Plaintiff had never refused to participate in an event previously. Plaintiff was told that an Administrative Captain accomplished filling the requirement. Afterward, Plaintiff learned that several available Honor Guard members were not asked to participate at all.

*10<sup>th</sup> Retaliation - Elimination of Plaintiff's Quartermaster Responsibilities*

78. A "Quartermaster" is a KYPD police officer responsible for providing supplies, equipment and materials during a shift and maintaining software needed for night shift officers.
79. Plaintiff had been made the Quartermaster of the night shift, a position approved by the Chief of Police.
80. The Quartermaster position is one of trust, confidence and responsibility and includes the possession of the keys to various secure and locked areas.
81. At the end of August 2007 the Plaintiff was removed as Quartermaster with the explanation, that "No officer should have this access." The day shift officer has access as do dispatchers through their access to keys for the secure area.

82. Since Plaintiff's removal, from a position of trust and responsibility, several events of officers needing secure items and not being able to readily obtain them have occurred.

83. The unjustified removal of Plaintiff is an adverse action because it is retaliatory and falsely calls into question his reliability and trustworthiness.

*11<sup>th</sup> Retaliation - Improper Attempt  
to Deny Plaintiff His Chain of Command Alternatives*

84. When the Plaintiff's efforts to seek relief before Captain Scott Smith described in ¶¶ 68 through 73 above were unsuccessful, Plaintiff requested permission to take his concerns to the next level, specifically the Chief of Police.

85. Captain Scott Smith, at the above described meeting, improperly and as retaliation denied Plaintiff his right to use the chain of command by telling him, "No! You can not go to the chief on this!"

*12<sup>th</sup> Retaliation - Denial of Transfer or Reassignment to Open Position*

86. Defendant City, through Key West Police Department, has denied Plaintiff transfer or reassignment to a position in the Department's Administrative Section. Plaintiff requested such transfer. The position required extensive computer skills. Plaintiff was the only officer qualified for the open and available position.

87. The Department's refusal to transfer or reassign Plaintiff is violative of the protections guaranteed by Florida Statute 112.532 and are exemplary of the Department continued retaliation against Plaintiff.

*13<sup>th</sup> Retaliation- Chain of Command Intimidation of the Rank and File*

88. Since the retaliation by the chain of command, rank and file police officers have modified their previously open and friendly behavior toward Officer Klosowski. Specifically, many officers now avoid talking with him or being seen with him when ranking members of the retaliating chain of command are also present. Officer Klosowski has confirmed that his fellow police officer's behavior is due to their concern about possible retaliation against them if they openly associate with Officer Klosowski.

89. This intimidation and further retaliation by the chain of command, tends to destroy the necessary cohesiveness of the force and adversely affects Officer Klosowski's safety and effectiveness in the Key West Police Department.

90. Since Officer Klosowski's initial Complaint was filed on December 7<sup>th</sup> 2007, the Defendant, through the Key West Police Department, has engaged in additional retaliation, as more fully set forth below, instead of insuring that the retaliation against Officer Klosowski ceased.

*Defendant's Retaliations After the Filing of Suit*

*14<sup>th</sup> Retaliation - Second Refusal of Transfer and Assignment*

91. After this lawsuit was filed, another officer was placed in an administrative position for which he was unqualified and for which he did not meet any of the requirements set forth in the job description.
92. After the failure to assign Plaintiff to the open position, police department staff has called Plaintiff Klosowski to come in to assist them in accomplishing required tasks which the officer assigned to the position was unable to do.
93. This retaliation, against Plaintiff, extended to denying the police department, the City, and the citizens of Key West a qualified officer in a critical position solely to pursue retaliation against Plaintiff.

*15<sup>th</sup> Retaliation - Denial of Transfer (Day Shift)*

94. After this lawsuit was filed, the night shift patrol Lieutenant asked officers to submit letters of interest to be transferred to day shift. Plaintiff submitted a letter of interest along with another officer.
95. After Plaintiff received an initial letter from the night shift patrol Lieutenant stating that Plaintiff would be transferred, three days later, Plaintiff was given another memo stating that the transfer would not take place and Plaintiff would remain on night duty.



*16<sup>th</sup> Retaliation - Improper Use of Internal Affairs*

96. An Internal Affairs investigation was initiated by the Police Lieutenant in charge of Internal Affairs. This Internal Affairs action stated that Plaintiff was the Complainant. Plaintiff did not file or ask that a complaint be filed. This improper retaliatory action was taken to cause other officers to believe Plaintiff was engaged in filing complaints against them. The purpose of this spurious Internal Affairs investigation was to further damage Plaintiff's reputation in the Key West Police Department.

97. Plaintiff Klosowski accurately related events to an Internal Affairs Inspector. The Internal Affairs Inspector misrepresented Officer Klosowski's statements in order to confuse the issues and to enable the above-described improper actions by Internal Affairs to go forward.

*17<sup>th</sup> Retaliation - Denial of Assignment*

98. Plaintiff applied for the position of Key West High School Resource Officer, a position which was open in the Key West Police Department.

99. Plaintiff was the only officer who forwarded his letter of interest for the position to several superior officers in his chain of command.

100. Plaintiff's letter of interest, was disregarded and another officer was required to accept the position over his objections.

### Damages

101. The retaliatory actions herein set forth are linked in cause and timing to Plaintiff's refusal to commit a felony of destroying evidence and Plaintiff's reporting of the demand to do so by his superior. Such retaliation is a prohibited adverse personnel action within the meaning of *Fla. Stat.* §112.3187(3)
102. Plaintiff has endured pain, suffering, humiliation and embarrassment through Defendants improper retaliation, set forth herein.
103. Plaintiff has been improperly transferred and appropriate transfer and reassignment has been denied.
104. Plaintiff has been falsely accused, defamed, and accused of a criminal act.
105. Plaintiff has been denied pay and or allowances.
106. Plaintiff has been the subject of improper retaliatory adverse personnel actions.
107. Plaintiff has been falsely defamed to his superiors.
108. Plaintiff has been constructively terminated from his employment due to the actions of his superiors as more fully set forth in Count II to this cause of action.

Attorneys Fees and Costs

109. Plaintiff has been required by the improper actions of the Defendants to retain the undersigned counsel to protect his rights and his employment and has agreed to pay a reasonable fee.
110. Plaintiff is entitled to the payment of his reasonable costs, including attorney's fees as a substantially prevailing employee pursuant to *Fla. Stat.* 112.3187 (9) (d).

WHEREFORE, Plaintiff prays the Court will award him his reasonable attorney's fees.

Demand for Jury Trial

111. Plaintiff demands trial by jury on all issues so triable.

WHEREFORE, Plaintiff, by and through his undersigned counsel, prays the Court will award the relief requested herein, including but not limited to:

- A. Order the Defendants, including KWPD, to immediately cease any further retaliation; and,
- B. Enjoin the Defendants from any future retaliation; and,
- C. Order the adverse personnel actions removed from Plaintiff's records; because they are inconsistent with the actions taken relative to other officers and therefore retaliatory; and
- D. Order the compensation of Plaintiff's lost and denied pay; and

- E. Award Plaintiff his attorney fees, costs and expenses occasioned by Defendant's wrongful actions; and
- F. Find and Order that Plaintiff has substantially prevailed; and
- G. Provide such other and further relief as the Court deems just and proper.

Count II  
(Constructive Discharge)

- 112. Plaintiff incorporates the instances of retaliation and wrongful conduct in ¶¶ 18 through 100 above as if they were set forth here in their entirety.
- 109. Defendant recently changed multiple working conditions applying to the Plaintiff that led directly to Plaintiff's resignation and his constructive discharge.
- 110. Defendant's changes to Plaintiff's working conditions occurred after Plaintiff refused to wrongfully destroy evidence and reported his supervisor's wrongful request to destroy evidence to the proper authority.
- 111. Defendant's retaliatory actions and adverse changes in Plaintiff's working conditions caused Plaintiff's resignation.
- 112. Defendant's adverse and retaliatory actions and Plaintiff's resignation occurred close in time and establish a "cause and effect" relationship.

113. Defendant intentionally created or allowed the adverse changes to Plaintiff's working conditions, even though it was predictable that it would compel any reasonable employee to resign.
114. Defendant's retaliatory behavior was sufficiently severe or pervasive that it altered the Plaintiff's employment condition and created an abusive working environment.
115. The multiple adverse changes, to Plaintiff's working conditions by Defendant, were so extraordinary and intolerable, that they would have caused any reasonable employee to quit under the same circumstances.
116. Defendant's retaliatory actions created a hostile environment in which the working conditions were so intolerable that a reasonable person would have felt compelled to resign.

WHEREFORE, Plaintiff demands judgement against Defendant for damages caused by his constructive termination, including:

- A. The right to reinstatement to the same or equivalent position held prior to Plaintiff's resignation caused by Plaintiff's retaliatory actions; and
- B. Reinstatement of full benefits and seniority to Plaintiff; and
- C. Compensation to Plaintiff for lost wages, benefits and other remuneration; and

- D. Assessment against Defendant of reasonable costs and attorneys fees of this action; and
- E. Such other and further relief as the Court deems just and proper.

Demand for Jury Trial

117. Plaintiff demands trial by jury on all issues so triable, as to Count II.

Count III Injunctive Relief

118. This court has jurisdiction to entertain Plaintiff's application directly to the circuit court for an injunction to restrain and enjoin violation of the provisions of chapter 112 part VI and to compel the performance fo the duties imposed by this part. Florida Statute 112.534 provides, in its entirety:

- (1) If any law enforcement agency or correctional agency fails to comply with the requirements of this part, a law enforcement officer or correctional officer employed by or appointed to such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to compel the performance of the duties imposed by this part.
- (2) All the provisions of s. 838.022 shall apply to this part.

119. Florida Statute 112.532 (V) RETALIATION FOR EXERCISING RIGHTS, provides:

- (1) No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transferred, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment,

or be threatened with any mistreatment, by reason of his or her exercise of the rights granted by this part.

120. Give the Defendant's history of retaliations and the Plaintiff well-founded belief that retaliation will reoccur absent injunctive relief, a Court Order enjoining further violations is appropriate.

120. With regard to the requirements for injunctive relief the Plaintiff further states that:

- A. Plaintiff will suffer irreparable harm through Defendant's retaliation.
- B. Absent this injunction the Plaintiff will have no adequate remedy at law because Defendant will continue its unlawful behavior absent this courts intervention to enjoin violations and compel performance under the statute; and
- C. With regard to balancing the equities, Plaintiff is clearly more harmed by Defendant if this injunction is not entered than is the Defendant by being required to follow the law to which, Plaintiff has a clear legal right; and
- D. The requested injunction is not contrary to public policy, but in fact is authorized and encouraged by the legislature as set for by Florida Statute 112.532 and 112.534.

Attorneys Fees and Costs


121. Plaintiff has been required by the improper actions of the Defendant to retain the undersigned counsels to protect his rights and his employment and has agreed to pay them a reasonable fee.

WHEREFORE, for the reasons stated herein and justified by the actions of the Defendant in violation of Florida Statute Plaintiff prays that the court will enter its Order which will:

- A. Restrain and enjoin violations of Florida Statute 112.532; and
- B. Compel the performance of the duties imposed by Florida Statute; and
- C. Order the payment of Plaintiff's reasonable costs and fees; and
- D. Provide such further relief which this court may deem just and proper.



\_\_\_\_\_  
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\_\_\_\_\_  
Matthew Klosowski

Notary Verification

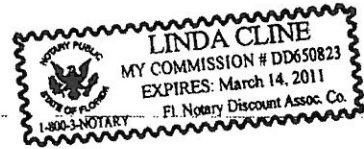
Before me personally appeared the above-signed Matthew Klosowski, who provided FL DL # K 422-555-83-422-0 as identification and



who, after being sworn, did state that the allegations in the above complaint were true to the best of his knowledge, information and belief.

*Linda Clie*

Notary Public



Respectfully submitted this 27th day of March, 2008.