

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO. 2024CA001340

CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and **EBONY ANDERSON**,
individually,

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

Philip S. Kaprow (“**Mr. Kaprow**”) and Sara Kaprow (“**Mrs. Kaprow**”) [collectively the “**Kaprows**”] sue Christopher D. Anderson, individually (“**Mr. Anderson**”); the Seminole County Supervisor of Elections (the “**Office of the Supervisor**”), Seminole County (the “**County**”), and Ebony Anderson (“**Mrs. Anderson**”) [collectively “**Defendants**”], and allege:

PARTIES, JURISDICTION, VENUE, AND CONDITIONS PRECEDENT

1. This is an action for money damages exceeding \$50,000, exclusive of interest, attorneys’ fees and costs.
2. Mr. Anderson is a Florida resident subject to the personal jurisdiction of this Court. *Patten v. Mokher*, 184 So. 29, 30 (Fla. 1938); *Haueter-Herranz v. Romero*, 975 So. 2d 511, 516 (Fla. 2d DCA 2008).
3. The Office of the Supervisor is an executive office established under article VIII of the Florida Constitution. The Office of the Supervisor is elected by the voters of Seminole County, is subject to the personal jurisdiction of this Court, and is liable in tort in the same manner as any private individual under similar circumstances. § 768.28(5)(a), Fla. Stat.

4. The County is a charter county established pursuant to article VIII of the Florida Constitution. The County is subject to the personal jurisdiction of this Court. The County is liable in tort in the same manner as any private individual under similar circumstances. § 768.28(5)(a), Fla. Stat.

5. Mrs. Anderson is a Florida resident subject to the personal jurisdiction of this Court. *Patten v. Mokher*, 184 So. 29, 30 (Fla. 1938); *Haueter-Herranz v. Romero*, 975 So. 2d 511, 516 (Fla. 2d DCA 2008).

6. Venue is appropriate in Seminole County, because the causes of action accrued in Seminole County.

7. All conditions precedent to commencement and maintenance of this action, have been satisfied, waived, or otherwise discharged.

8. On March 27, 2023, the Kaprows sent to the County, to the Office of the Supervisor, and the Department of Financial Services a formal written notice of the Kaprows claims asserted herein (the “**Section 768.28 Notice**”). The Section 768.28 Notice is attached as Exhibit “A”.

9. The Kaprows have retained the undersigned counsel and are obligated to pay their counsel a reasonable fee for their services.

GENERAL ALLEGATIONS AND RELEVANT BACKGROUND

10. On January 18, 2019, Governor Ron DeSantis appointed Mr. Anderson to serve in the Office of the Supervisor.

11. Prior to Mr. Anderson’s appointment, Mr. Anderson worked as the Security Chief for Joel Greenberg, the disgraced former Seminole County Tax Collector. During his association with Joel Greenberg at the Seminole County Tax Collector’s Office, Mr. Anderson learned and adopted the practice of nepotism, witnessed and facilitated the contentious relationship between the Seminole County Tax Collector’s Office and the Seminole County Board of County

Commissioners (the “BOCC”), observed the ability of an elected official to gain notoriety by making inappropriate statements and taking extreme actions using his office as “cover”. Mr. Anderson emulated and promoted these tactics to further his own political interests and aspirations.

12. On August 11, 2020, Mr. Anderson, on behalf of the Office of the Supervisor, and Mr. Kaprow, on behalf of the law firm Killgore, Pearlman, Semanie, Denius & Squires, PA (“**Killgore Pearlman**”), executed the Seminole County Supervisor of Elections Agreement for Legal Services as General Counsel and Standard Contract Addendum (the “**General Counsel Agreement**”). The General Counsel Agreement is a public record and is attached hereto as Exhibit “B”.

13. Pursuant to the General Counsel Agreement, Killgore Pearlman, and Mr. Kaprow specifically, agreed to *inter alia* provide to the Office of the Supervisor:

legal advice and representation concerning compliance with all statutory and regulatory requirements relating to the rights and duties of the [Office of the Supervisor] under Florida law...; legal advice and representation concerning compliance with Florida law concerning public official ethics laws and the Public Records Act; legal representation before collegial government bodies, including the [BOCC] and Seminole County Charter Review Commission...; legal review and advice on revision of [the Office of the Supervisor’s] policies, procedures, and processes...; negotiation, preparation and review of interlocal agreements with other governmental entities; labor law matters relating to [the Office of Supervisor] employees...; legal representation relating to the Seminole county budgeting and budget amendment process...; and all other related matters as requested by the [Office of the Supervisor].

[Collectively referred to as the “**Legal Services**”].

14. In exchange for the Legal Services, the Office of the Supervisor committed to *inter alia* pay to Killgore Pearlman fees at an established hourly rate, and a minimum monthly retainer to be applied toward fees associated with rendition of the Legal Services by Killgore Pearlman.

15. On November 3, 2020, the voters of Seminole County elected Mr. Anderson to his first full term of service in the Office of the Supervisor.

16. On April 1, 2023, the Office of the Supervisor and Killgore Pearlman executed the **First Amendment to the General Counsel Agreement**, pursuant to which the parties agreed to an increase in the hourly rate that Killgore Pearlman charged for the Legal Services. The First Amendment to the General Counsel Agreement is attached as Exhibit “C”.

17. Between August 11, 2020 and September 14, 2023, Killgore Pearlman, and specifically Mr. Kaprow, fully and completely discharged faithfully and diligently all of their duties to the Office of the Supervisor under the General Counsel Agreement.

18. As part of Killgore Pearlman’s rendition of the Legal Services under the General Counsel Agreement as amended, Killgore Pearlman also acted as counsel for the Seminole County Canvassing Board (the “**Canvassing Board**”), of which the Office of the Supervisor was a designated member.

19. On September 14, 2023, due to growing disagreements between Killgore Pearlman and the Office of the Supervisor regarding the legal strategies, practical and policy priorities, and implementation tactics, Killgore Pearlman sent to the Office of the Supervisor a notice terminating Killgore Pearlman’s representation of the Office of the Supervisor (the “**Termination Notice**”) under the General Counsel Agreement. The Termination Notice is attached as Exhibit “D”.

20. Pursuant to the terms of the General Counsel Agreement, the Termination Notice advised the Office of the Supervisor that, unless the Office of the Supervisor elected to terminate representation earlier, Killgore Pearlman’s representation of the Office of the Supervisor would not terminate until 15 days after the date of the Termination Notice. The Termination Notice stated further that Killgore Pearlman was prepared to continue rendering the Legal Services pursuant to the General Counsel Agreement for up to 30 days after the date of the Termination Notice, if desired by the Office of the Supervisor.

21. On September 14, 2023, after receiving the Termination Notice, Mr. Anderson, on behalf of the Office of the Supervisor, notified Killgore Pearlman that the Office of the Supervisor was accepting Killgore Pearlman's resignation effective immediately, thereby formally terminating prematurely Killgore Pearlman's representation of the Office of the Supervisor, without recognizing the 15-day contractual continuation period.

22. Upon termination, Mr. Kaprow furnished to the BOCC and to the County Attorney a copy of the Termination Notice notifying the BOCC that the Office of the Supervisor no longer had counsel available to serve in its advisory capacity to the Canvassing Board.

23. Because the Canvassing Board is an agency affiliated with but independent from the Office of the Supervisor and because Mr. Kaprow was and is uniquely qualified to advise the Canvassing Board on election laws and related legal issues, Mr. Kaprow offered to continue serving in his role as counsel for the Canvassing Board and the Canvassing Board accepted.

24. Subsequently, in order to ensure continuity of representation in advance of the local elections to be held in less than two months hence, the BOCC formally retained Killgore Pearlman to continue serving in its position as counsel for the Canvassing Board.

25. On September 22, 2023, Kate Latorre, the County Attorney at the time, informed Mr. Anderson, in his role as the Office of the Supervisor, that the BOCC had retained Killgore Pearlman directly to remain in its position as counsel for the Canvassing Board.

26. Upon learning this benign fact, Mr. Anderson proceeded to unleash a torrent of defamatory, threatening, and offensive statements directed at Mr. Kaprow and at Mrs. Kaprow.

27. On September 22, 2023, Mr. Anderson wearing apparel that clearly and unequivocally identified him as the Office of the Supervisor, during regular office hours, in front of the Seminole County Supervisor of Elections Office building, concocted, created, performed, and published a 55-minute Facebook live video (the "**Tirade**") on social media, wherein Mr. Anderson, in both his personal capacity and on behalf of the Office of the Supervisor ceaselessly

maliciously, and disrespectfully attacked, ridiculed, harangued, defamed, and emasculated the Kaprows in a wholly inappropriate manner with the sole intent of bullying, attacking, intimidating, and tarnishing the Kaprows and each of them in their professions, businesses, religions, and persons.

28. Mrs. Anderson participated in the Tirade, filming Mr. Anderson, encouraging Mr. Anderson, and even hurling her own insults, invectives, and defamatory statements directed at each of the Kaprows.

29. Despite the profane and often disgusting nature of the commentary, the Tirade was observed in person by several of the children of Mr. Anderson and Mrs. Anderson, whose attention was explicitly drawn by Mrs. Anderson.

30. The Tirade was published on social media and viewed by eight (8) million viewers (according to Mrs. Anderson's statements made during the Tirade), including Mr. Kaprow and several of his business and professional colleagues.

31. The statements made by Mr. Anderson and by Mrs. Anderson in the Tirade are defamatory *per se* because *inter alia* they impute to Mr. Kaprow conduct or characteristics that are incompatible with the proper exercise of his business or his profession.

32. The Tirade was the petty response of Mr. Anderson, Mrs. Anderson, and the Office of the Supervisor to the Termination Notice and to Killgore Pearlman's continuing relationship with the County notwithstanding the precipitous premature termination effected by Mr. Anderson.

33. The circumstances giving rise to the Termination Notice and the subject matter of the Tirade stem from THREE major points of confrontation between Killgore Pearlman and the Office of the Supervisor: (A) the Pike-Kidd Affair; (B) the 5 Points Building Affair; and (C) Mr. Anderson's insistence on the Office of the Supervisor proceeding with the improper hiring of Mr. Anderson's personal friends and neighbors.

(A) **The Pike-Kidd Affair**

34. Charlene Pike (“**Ms. Pike**”) was the Chief Administrative Officer in the Office of the Supervisor and a long-time employee of the Office of the Supervisor.

35. Due to her length of service in the Office of the Supervisor, Ms. Pike had accrued a substantial amount of paid time off (“**PTO**”).

36. In 2023, Ms. Pike was considering retirement, with a target retirement date in late 2023.

37. When Ms. Pike notified the Office of the Supervisor of her intention to retire in 2023, Ms. Pike requested that her retirement be timed so that she could receive the maximum payout on her unused PTO. In order to do so, Ms. Pike proposed to stay on the payroll of the Office of the Supervisor for several weeks *after* her actual set retirement date, during which time she would effectively exercise her accrued PTO.

38. Although this practice had been historically employed by the Office of the Supervisor, Mr. Anderson was anxious to place friends and neighbors in highly-paid positions within the Office of the Supervisor,

39. Wanting to make funds available for payroll to hire friends and neighbors, Mr. Anderson denied Ms. Pike’s request and instead advised Ms. Pike that he would approve payment of all of the PTO as a lump sum so that she could get off of his payroll.

40. When the Office of the Supervisor issued to the Clerk of the Seminole County Court (the “**Clerk**”) its request for the check for pay-out of Ms. Pike’s PTO, the Clerk informed the Office of the Supervisor that the Office of the Supervisor’s current PTO policy did not allow such a buy-out of the full amount of Ms. Pike’s unused PTO.

41. Mr. Anderson knew full-well that the Office of the Supervisor could revise its PTO policies at any time, thus allowing Mr. Anderson to make good on his promises and representations to Ms. Pike.

42. Nevertheless, Mr. Anderson, on behalf of the Office of the Supervisor, affirmatively declined to revise the PTO Policy, instead blaming Ms. Pike for the failure of the plan that Mr. Anderson had concocted and proposed to Ms. Pike.

43. Because of the predicament in which Mr. Anderson had placed the Office of the Supervisor with respect to Ms. Pike, the Office of the Supervisor required and requested Killgore Pearlman to perform research, analyze, and propose the manner, method and feasibility of implementing a plan that could pay-out to Ms. Pike all of her accrued PTO upon her retirement date without requiring Ms. Pike to remain on the employee roll for any period of time *after* her actual retirement date.

44. During a strategy meeting held in Mr. Anderson's office to brainstorm alternative possible scenarios, one of the potential methods discussed briefly was for Killgore Pearlman to hire Ms. Pike in an advisory role after her resignation from the Office of the Supervisor and for Killgore Pearlman to pass along to the Office of the Supervisor all of the costs of such employment.

45. Shortly after the suggestion was made and Mr. Anderson had left the office, the Deputy Chief Administrative Officer for the Office of the Supervisor, Bobbi Kidd ("**Ms. Kidd**"), came into the meeting and advised that this particular option was not and would not be compliant with state retirement program regulations. After Ms. Kidd advised the meeting attendees of her determination, Ms. Kidd further advised she would provide this information to Mr. Anderson. Thereafter, no further action was taken to pursue this specific suggestion.

46. Neither Mr. Anderson nor the Office of the Supervisor had raised any concerns about this suggestion at the time it was made or at any time prior to September 22, 2023; rather, Mr. Anderson and everyone else involved simply disregarded this alternative as a viable option.

47. On May 18, 2023, Ms. Pike did retire from the Office of the Supervisor, and, at the instruction of the Office of the Supervisor, Ms. Pike received a one-time pay-out of some, but not all, of her accrued PTO.

48. With Ms. Pike having been promised a pay-out of all of her unused PTO, and the Office of the Supervisor's subsequent refusal to honor that promise, Ms. Pike made clear both to the Office of the Supervisor and to the BOCC that Ms. Pike was preparing to assert damage claims against the Office of the Supervisor.

49. In an attempt to avoid litigation which would cost the County substantial sums of money, the County made arrangements to hire Ms. Pike without violating any state retirement regulations, allowing her to work and thereby earn the majority of the funds that Ms. Pike was going to be shorted by virtue of the one-time PTO pay-out.

50. Although initially assigned to one department, Ms. Pike was tasked to assist with the budget reconciliation for the Office of the Supervisor, a job for which she was uniquely qualified due to her preparation of the budget for much of her tenure while at the Office of the Supervisor.

51. Mr. Anderson became enraged that Ms. Pike was hired by the County, failing even to recognize that Ms. Pike's efforts were the primary reason that the budget for the Office of the Supervisor was left largely-unchanged during the County's otherwise substantial reconciliation efforts.

(B) The Five Points Building Affair

52. Since the early 2000s, Seminole County has been contemplating a government office complex ("**Five Points**") to provide residents with a centralized location for obtaining government services. Development stalled several times, but finally began to move forward in earnest in the early 2020s.

53. Although Mr. Anderson was initially opposed to the Office of the Supervisor having a facility at Five Points, Mr. Anderson eventually changed his mind and, on behalf of the Office of the Supervisor, he has campaigned to secure for the Office of the Supervisor a brand-new building with office space at Five Points.

54. As a consequence of Mr. Anderson's misinterpretation of various conversations that Mr. Anderson had with County officials (including former County Manager, Nicole Guillet), Mr. Anderson came to believe (or, at least, outwardly professed to believe) that the BOCC opposed the Office of the Supervisor's request for a building at Five Points.

55. Mr. Anderson, on behalf of the Office of the Supervisor, openly and notoriously accused the BOCC of arbitrarily delaying its decision on his request for a building at Five Points, strongly implying that the delays were the result of the BOCC's racial animus toward Mr. Anderson.

56. On May 10, 2022, Mr. Anderson's insinuations about the BOCC came to a head at a public meeting of the BOCC at which the BOCC was considering the Office of the Supervisor's request for a building at Five Points.

57. During this public meeting, Mr. Anderson made comments that led members of the BOCC to believe that Mr. Anderson had expressly accused the BOCC of improper racial discrimination. Specifically, Mr. Anderson said: "I was told that my election signified 'it's possible' and your support of this building project would signify of those that look like me and the struggle that they went through wasn't all for nothing."

58. Later on May 10, 2022, Mr. Anderson tried to tell Mr. Kaprow that Mr. Anderson's comments at the May 10, 2022 public meeting were not intended to accuse the BOCC of improper racial discrimination.

59. Because of the position in which Mr. Anderson had placed the Office of the Supervisor with respect to potential charges against the BOCC for inter-governmental racial discrimination, the Office of the Supervisor required and requested Killgore Pearlman to perform Legal Services to evaluate and to resolve the issue.

60. As part of those Legal Services, Mr. Kaprow discussed with then-County Attorney, Bryant Applegate (“**Mr. Applegate**”), Mr. Anderson’s May 10, 2022 comments, the concerns of the BOCC, and Mr. Anderson’s representation that Mr. Anderson did not intend to accuse the BOCC of improper racial discrimination. Mr. Applegate suggested to Mr. Kaprow that, if the message Mr. Anderson intended to deliver at the public meeting was different from the message that was received by the BOCC, then Mr. Anderson could prepare a written statement in which Mr. Anderson could confirm that he was not accusing the BOCC of improper racial discrimination and could clarify the message that Mr. Anderson intended to convey so that there would be no uncertainty between the BOCC and the Office of the Supervisor on the potentially fractious issue (a “**Written Statement**”).

61. In further performance of his Legal Services, Mr. Kaprow conveyed to Mr. Anderson the suggestion made by Mr. Applegate that Mr. Anderson prepare a Written Statement.

62. Mr. Kaprow never requested, demanded, insisted, or even advised Mr. Anderson to prepare a Written Statement.

63. Mr. Applegate never requested, demanded, or insisted that Mr. Anderson prepare a Written Statement.

64. The BOCC never requested, demanded, insisted, or suggested that Mr. Anderson prepare a Written Statement.

65. Mr. Anderson never did prepare any Written Statement.

66. On September 7, 2023, 16 months after the public meeting, at a personnel meeting held at the Supervisor of Elections Office building, Mr. Anderson made statements in Mr. Kaprow's presence and in the presence of third parties, in which Mr. Anderson characterized the fact that Mr. Applegate suggested that Mr. Anderson prepare a Written Statement as having been presented to Mr. Anderson by Mr. Kaprow as a *quid pro quo* in return for the office building. According to Mr. Anderson, in exchange for Mr. Anderson preparing a Written Statement, the BOCC would approve the Office of the Supervisor's request for a building at Five Points (the "***Quid Pro Quo* Accusation**").

67. Immediately upon hearing Mr. Anderson make the *Quid Pro Quo* Accusation, Mr. Kaprow repeatedly explained to Mr. Anderson that there was no "*quid pro quo*" condition whatsoever in Mr. Applegate's suggestion that Mr. Anderson prepare a Written Statement, that the *Quid Pro Quo* Accusation itself was false, and harmful to both Mr. Applegate's and Mr. Kaprow's professional reputations.

68. Despite Mr. Kaprow's direct and public explanation to Mr. Anderson regarding the potentially damaging nature of the misrepresentations made by Mr. Anderson, within an hour Mr. Anderson repeated the *Quid Pro Quo* Accusation to multiple news outlets.

69. Mr. Anderson did so with malicious and reckless disregard for the truth or falsity of the representation being made.

70. Each time Mr. Anderson made the *Quid Pro Quo* Accusation, Mr. Anderson knew that he was spewing falsehoods.

71. On September 7, 2023, in response to Mr. Anderson's direct, malicious and conscious disregard for the truth in repeatedly publishing the *Quid Pro Quo* Accusation to third parties, including in news interviews, Mr. Kaprow offered to resign from and terminate Killgore Pearlman's representation of the Office of the Supervisor.

72. At that time, Mr. Anderson declined to accept Killgore Pearlman's resignation.

73. Later on September 7, 2023, after declining to accept Killgore Pearlman's resignation and after having been told again that the *Quid Pro Quo* Accusation was false, Channel 9 News published a news segment in which Mr. Anderson was quoted repeating the *Quid Quo Pro* Accusation, specifically describing Mr. Applegate's suggestion that Mr. Anderson prepare a Written Statement as having been conveyed to Mr. Anderson by Mr. Kaprow in the following terms: "So long as [Mr. Anderson] says 'I'm not being racially discriminated against,' more than likely [the BOCC will approve the Office of the Supervisor's request for a building at Five Points]."

74. As Mr. Anderson was well-aware because Mr. Anderson was present at the public meeting held on May 10, 2022, by the time Mr. Applegate had suggested that Mr. Anderson prepare a Written Statement, the BOCC had already voted on May 10, 2022 in favor of the Office of the Supervisor's request for moving forward with a building at Five Points.

75. After Mr. Anderson re-published to Channel 9 News the *Quid Quo Pro* Accusation that Mr. Anderson knew to be false, Killgore Pearlman determined that Killgore Pearlman must terminate Killgore Pearlman's representation of the Office of the Supervisor.

76. On September 14, 2023, Killgore Pearlman sent to the Office of the Supervisor the Termination Notice.

77. Later on September 14, 2023, the Office of the Supervisor accepted Killgore Pearlman's resignation from representation of the Office of the Supervisor, effective immediately.

(C) **Hiring Friends and Neighbors.**

78. Tamica Cobb ("**Ms. Cobb**") was a high school classmate of both Mr. Anderson and Mrs. Anderson.

79. Initially, Mr. Anderson secured a job for Ms. Cobb at the Seminole County Tax Collector's office where she was employed as a customer service representative.

80. In 2023, around the same time as Ms. Pike's retirement issues, Mr. Anderson hired Ms. Cobb for the newly-created role of a Chief Compliance Officer for the Office of the Supervisor. The job opening of Chief Compliance Officer was not advertised, and never before had any such role existed at the Office of the Supervisor before Ms. Cobb was hired by Mr. Anderson.

81. Ms. Cobb's role as Chief Compliance Officer had no meaningful job description, but allowed Ms. Cobb to a salary more than double what she was making in her previous position with the tax collector's office.

82. On September 5 2023, Mr. Anderson hired his neighbor, Ginette Velez ("Ms. Velez"), to become the Chief Compliance Officer, and reassigned Ms. Cobb to a different role.

83. Ms. Velez had no formal training and no apparent qualifications to serve as the Chief Compliance Officer for the Office of the Supervisor. Seemingly Ms. Velez was only hired because she lived next door to Mr. Anderson. Inexplicably, Ms. Velez was hired at a starting salary rate even higher than Ms. Cobb's starting salary as Chief Compliance Officer

84. In his role as counsel for the Office of the Supervisor, Mr. Kaprow made several inquiries to Mr. Anderson regarding the apparent lack of qualifications for the new hires and discussed the potential harm to the Office of the Supervisor for making such unqualified hires. However, Mr. Anderson's position on the matter was clear: the Office of the Supervisor is Mr. Anderson's office and Mr. Anderson could and would hire whomever he wanted.

85. Ms. Velez attended and observed the entirety of Mr. Anderson's initial publications of the *Quid Pro Quo* Accusation to staff and to news media outlets, filming the same on a cellular phone belonging either to her or Mr. Anderson.

(D) The Tirade and the Aftermath

86. On September 22, 2023, Mr. Anderson and Mrs. Anderson participated in and published to social media the Tirade¹ in which they made the following defamatory statements claiming that:

By Mr. Anderson

- a. Mr. Kaprow, a licensed attorney and a twice previously-sitting member of The Florida Bar Grievance Committee 9C, as well as a current sitting member of Florida Bar Grievance Committee 9B, was engaging in ethical violations and practicing with active conflicts of interest,^{2 3 4 5}
- b. Mr. Kaprow and others were conspiring against Mr. Anderson.^{6 7 8 9 10}
- c. Mr. Kaprow ignored legal exposure to and other issues within the Office of the Supervisor while serving as counsel prior to termination of the General Counsel Agreement and sought to convince Mr. Anderson to engage in criminal activity.^{11 12}
- d. Mr. Kaprow was duplicitous and a liar.^{13 14}
- e. Mr. Kaprow was attracted to Mr. Anderson.¹⁵

¹ An unofficial transcript of the Tirade is attached as Exhibit “E”.

² “[Mr. Kaprow] had relationships with [members of the BOCC] that were a conflict of interest to the [Office of the Supervisor].”

³ “I know, as an attorney, you got certain ethics that you got to follow, man... And if you don’t follow those ethics... you can lose your bar license.”

⁴ “He’s gonna increase his... invoices to the office and take the money and pay [Ms. Pike].”

⁵ “You have a habit... of not disclosing pertinent information to a client.”

⁶ “You guys are using your power to try and bring everybody down, including me.”

⁷ “I know why, cuz you had something to do with it.”

⁸ “You’ve convinced somebody to play these dirty games.”

⁹ “You have been conspiring with her the whole time.”

¹⁰ “Keep running and doing they dirt for them.”

¹¹ “It’s not until you-you ain’t cashing the check no more... when it becomes a problem. When it’s not to your benefit.”

¹² “As long as the checks were being cashed, [Mr. Kaprow] could ethically fade away from whatever [he] perceived as being wrong [within the Office of the Supervisor].”

¹³ “We caught you talking sideways about somebody.”

¹⁴ “You lying. You lying.”

¹⁵ “I made an impression on him when I came up to him. He was like ‘Boy...that’s a man right there’.”

- f. Mr. Kaprow's religious faith rendered him a liar, (this despite Mr. Anderson's particular personal knowledge that Mr. Kaprow is the son of a rabbi and a well-respected lay leader in the Jewish Community).¹⁶

By Mrs. Anderson

- g. Mr. Kaprow was unethical, duplicitous, and a liar.^{17 18 19 20 21}
- h. Mr. Kaprow had broken the law.^{22 23}
- i. Mr. Kaprow was attracted to Mr. Anderson.²⁴

87. On December 21, 2023, with specific reference to the controversies surrounding the Office of the Supervisor and Killgore Pearlman's involvement in those controversies by virtue of the General Counsel Agreement, Killgore Pearlman terminated Mr. Kaprow's employment with Killgore Pearlman.

COUNT I: DEFAMATION PER SE
(Mr. Anderson)

88. The Kaprows reallege and reincorporate paragraphs 1 through 87 as if set forth herein in the entirety.

89. Mr. Anderson made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

90. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

¹⁶ "And you can lie to me, but you can't lie to [Jesus Christ]. And I know its in you...I know you have religion in you."

¹⁷ "I got all your secrets."

¹⁸ "He's lying"

¹⁹ "He keeps trying to cover it."

²⁰ "You need to be disbarred."

²¹ "All the skeletons coming out."

²² "It's against the law."

²³ "Everything [Mr. Kaprow] touches is illegal."

²⁴ "I think he has a crush on you."

91. The statements were false and known to be false at the time that they were made.

92. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

93. As a result of the defamatory statements made by Mr. Anderson, the Kaprows have suffered general and special damages.

WHEREFORE, the Kaprows demand judgment against Mr. Anderson for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT II: DEFAMATION *PER SE*
(Mrs. Anderson)

94. The Kaprows reallege and reincorporate paragraphs 1 through 87 as if set forth as if set forth herein in the entirety.

95. Mrs. Anderson made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

96. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

97. The statements were false and known to be false at the time that they were made.

98. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

99. As a result of the defamatory statements made by Mrs. Anderson, the Kaprows have suffered general and special damages.

WHEREFORE, the Kaprows demand judgment against Mrs. Anderson for:

- (a) all damages resulting from the defamatory statements;

- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT III: DEFAMATION *PER SE*
(The Office of the Supervisor)

100. The Kaprows reallege and reincorporate paragraphs 1 through 87 as if set forth herein in the entirety.

101. The Office of the Supervisor made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

102. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

103. The statements were false and known to be false at the time that they were made.

104. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

105. As a result of the defamatory statements made by the Office of the Supervisor, the Kaprows have suffered general and special damages.

WHEREFORE, the Kaprows demand judgment against the Office of the Supervisor for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT IV: DEFAMATION *PER SE*
(The County)

106. The Kaprows reallege and reincorporate paragraphs 1 through 87 as if set forth herein in the entirety.

107. The County, through its executive officer, the Office of the Supervisor, made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

108. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

109. The statements were false and known to be false at the time that they were made.

110. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

111. As a result of the defamatory statements made by the County, the Kaprows have suffered general and special damages.

WHEREFORE, the Kaprows demand judgment against Mr. Anderson for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT V: VICARIOUS LIABILITY
(The Office of the Supervisor through Mr. Anderson)

112. The Kaprows reallege and reincorporate paragraphs 1 through 87, and 89 through 93 as if set forth herein in the entirety.

113. At all times material and relevant hereto, Mr. Anderson was performing within the scope of his official position as the Office of the Supervisor.

114. Mr. Anderson, within the scope of his official position as the Office of the Supervisor, made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

115. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

116. The statements were false and known to be false at the time that they were made.

117. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

118. As a result of the defamatory statements made by Mr. Anderson, the Kaprows have suffered general and special damages.

119. Due to the fact that Mr. Anderson's defamatory statements were made within the scope of his official position as the Office of the Supervisor, the Office of the Supervisor is vicariously, constructively, and/or derivatively liable for the torts of Mr. Anderson.

WHEREFORE, the Kaprows demand judgment against the Office of the Supervisor for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT VI: VICARIOUS LIABILITY
(The County through Mr. Anderson)

120. The Kaprows reallege and reincorporate paragraphs 1 through 87, and 89 through 93 as if set forth herein in the entirety.

121. At all times material and relevant hereto, Mr. Anderson was performing within the scope of his official position as the Office of the Supervisor of the County.

122. Mr. Anderson, within the scope of his official position as the Office of the Supervisor of the County, made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

123. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

124. The statements were false and known to be false at the time that they were made.

125. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

126. As a result of the defamatory statements made by Mr. Anderson, the Kaprows have suffered general and special damages.

127. Due to the fact that Mr. Anderson's defamatory statements were made within the scope of his official position as the Office of the Supervisor of the County, the County is vicariously, constructively, and/or derivatively liable for the torts of Mr. Anderson.

WHEREFORE, the Kaprows demand judgment against the Office of the Supervisor for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

COUNT VII: VICARIOUS LIABILITY
(The County through the Office of the Supervisor)

128. The Kaprows reallege and reincorporate paragraphs 1 through 87, and 101 through 105 as if set forth herein in the entirety.

129. At all times material and relevant hereto, the Office of the Supervisor was performing within its scope as a constitutional office of the County.

130. The Office of the Supervisor, within its scope as a constitutional office of the County, made and published to others defamatory statements without reasonable care or concern for the detrimental impact to the Kaprows of these defamatory statements.

131. The statements are defamatory *per se* because, *inter alia*, they exposed the Kaprows to ridicule and distrust and had a tendency to injure them in their occupation.

132. The statements were false and known to be false at the time that they were made.

133. The statements were made with a malicious intent to bring harm to the Kaprows' personal and professional reputation.

134. As a result of the defamatory statements made by the Office of the Supervisor, the Kaprows have suffered general and special damages.

135. Due to the fact that the Office of the Supervisor's defamatory statements were made within its scope as a constitutional office of the County, the County is vicariously, constructively, and/or derivatively liable for the torts of the Office of the Supervisor.

WHEREFORE, the Kaprows demand judgment against the Office of the Supervisor for:

- (a) all damages resulting from the defamatory statements;
- (b) costs and prejudgment interest; and
- (c) all further relief that is appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands trial by jury of all issues so triable.

Respectfully submitted,

Dated: 7/15/2024

/s/ Stanford R. Solomon

Stanford R. Solomon
Florida Bar No. 302147

ssolomon@solomonlaw.com
civil@solomonlaw.com

Trenton T. Leigh
Florida Bar No. 91522

tleigh@solomonlaw.com

THE SOLOMON LAW GROUP, P.A.

1881 West Kennedy Boulevard
Tampa, Florida 33606-1611

(813) 225-1818 (Tel)

(813) 225-1050 (Fax)

Attorneys for **THE KAPROWS**

UNOFFICIAL

VERIFICATION PURSUANT TO FLA. STAT. § 92.525(2)

Under penalty of perjury, I declare that I have read the forgoing Verified Original Complaint and that the facts stated in it are true to the best of my knowledge and belief.


Philip Kaprow 07/15/2024 11:07 EDT
Philip Kaprow
07/15/2024
Date


Sara Kaprow 07/15/2024 17:59 EDT
Sara Kaprow
07/15/2024
Date

UNOFFICIAL

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO.

**CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and EBONY ANDERSON,
individually,**

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

EXHIBIT A

UNOFFICIAL



J. ANDREW BALDWIN
VICTORIA CRUZ
LAURA H. HOWARD
TRENTON T. LEIGH
ALEXA A. RODRIGUEZ
SABRINA E. SOLOMON
STANFORD R. SOLOMON
MATTHEW E. THATCHER*

*BOARD CERTIFIED IN
MARITAL AND FAMILY LAW

1881 WEST KENNEDY BOULEVARD, SUITE D
TAMPA, FLORIDA 33606-1611

TELEPHONE: (813) 225-1818
TELECOPIER: (813) 225-1050
TOLL FREE: (888) 483-1818
WWW.SOLOMONLAW.COM

LAW CLERKS
ADAM J. TAMMARO
CHRISTOPHER M. APRIM

PARALEGALS
STEPHANIE N. MALDONADO
TERRY P. THIELE
ARELY QUILES
DENISE THOMASON

INFORMATION TECHNOLOGY
WILLIAM F. KENT

FIRM ADMINISTRATOR
JACQUELINE GLADE

March 22, 2024

Via U.S. Mail and Certified Mail RRR

7022 2410 0002 3211 6775

Seminole County Supervisor of Elections Office
1500 E. Airport Boulevard.
Sanford, Florida 32773

Via U.S. Mail and Certified Mail RRR

7022 2410 0002 3211 6782

Seminole County
Attn: County Attorney
1101 E. 1st Street
Sanford, Florida 32771

Re: *Philip S. Kaprow*

NOTICE OF CLAIM PURSUANT TO SECTION 768.28, FLA. STAT.

To Whom it May Concern:

We represent Philip S. Kaprow (“**Mr. Kaprow**”) in relation to his claims arising from certain public statements made by Seminole County Supervisor of Election, Chris Anderson (“**Mr. Anderson**”), including but not limited to certain statements made in a live video of Mr. Anderson published to social media on or around September 22, 2023. The statements made by Mr. Anderson were and are defamatory in nature and were made in his official capacity as the Seminole County Supervisor of Election (the “**SOE**”).

Pursuant to section 768.28(6)(a), we are notifying Seminole County (the “**County**”) and the SOE of Mr. Kaprow’s claims against you. If you believe for any reason that this letter is insufficient to satisfy the pre-suit notice requirements of section 768.28, you must reply to this letter specifying the alleged deficiency. Pursuant to section 768.28(6)(d), if no response is received from you, or on your behalf, within six months of the date of this letter, we will assume that you are denying the claim and proceed accordingly.

INSURANCE DISCLOSURE DEMAND PURSUANT TO § 627.4137, FLA. STAT.

Pursuant to section 627.4137, within 30 days of the date of this letter, please provide us with the below information for all insurance policies providing liability coverage and/or defense to the County and the SOE related to the afore-mentioned claims.

I. If you receive this letter and you are the insurer:

(1) Each insurer which does or may provide liability coverage to pay all or a portion of any claim which might be made shall provide, within 30 days of this written request, a statement, under oath, of a corporate officer or the insurer's claims manager or superintendent setting forth the following information with regard to each known policy of insurance, including excess or umbrella insurance:

- (a) The name of the insurer.
- (b) The name of each insured.
- (c) The limits of the liability coverage.
- (d) A statement of any policy or coverage defense which such insurer reasonably believes is available to such insurer at the time of filing such statement.
- (e) A copy of the policy, including all endorsements, exclusions, elections, etc.

II. If you receive this letter and you are the insured or the insured's insurance agent:

You shall disclose the name and coverage of each known insurer to the undersigned and shall forward such request for information as required by section 627.4137 to all affected insurers. The insurer shall then supply the information required pursuant to section 627.4137(1)(a)-(e), to the claimant within 30 days of receipt of such request.

(2) The statement required by subsection (1), *supra*, shall be amended immediately upon discovery of facts calling for an amendment to such statement.

III. Additional Information Requested

If you, the insurer, allege any policy that may provide coverage for the loss herein referenced was either cancelled or not in force/not fully bound and/or revoked for any reason whatsoever on the date of loss in question, please provide the following:

- (1) Proof of cancellation. If you allege non-payment of premium or failure to cooperate with the agent/agency/insurer, please provide proof and/or notice to your insured as to this issue;

March 25, 2024

Page 3

- (2) Provide a written explanation of why the carrier has taken this no coverage position, including any Reservation of Rights letters written to their insured/agent (agency) or any party relating herein; and
- (3) The name, address and phone number of the agent (agency) relating to the binding/non-binding of the aforesaid claim/policy.

Thank you for your assistance and cooperation in this matter. I look forward to your timely response. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Sincerely yours,

THE SOLOMON LAW GROUP, P.A.

By: /s/ Trenton T. Leigh

Trenton T. Leigh

TTL/drt

SOLOMONLAW

1881 WEST KENNEDY BOULEVARD, SUITE D · TAMPA, FLORIDA 33606-1611 · (813) 225-1818 ·
WWW.SOLOMONLAW.COM

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO.

**CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and EBONY ANDERSON,
individually,**

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

EXHIBIT B

UNOFFICIAL

**SEMINOLE COUNTY SUPERVISOR OF ELECTIONS
AGREEMENT FOR LEGAL SERVICES AS GENERAL COUNSEL**

THIS AGREEMENT is made and entered into effective the 11th day of August, 2020, by and between SEMINOLE COUNTY SUPERVISOR OF ELECTIONS CHRISTOPHER ANDERSON, hereinafter referred to as the “Supervisor of Elections,” and KILLGORE, PEARLMAN, SEMANIE, DENIUS & SQUIRES, P.A., hereinafter referred to as the “General Counsel.”

WITNESSETH:

WHEREAS, Supervisor of Elections is an independently elected county constitutional officer in need of legal services in order to serve the public and provide quality administration of his statutory duties under Florida law; and

WHEREAS, Philip S. Kaprow, a partner with Killgore, Pearlman, Semanie, Denius & Squires, P.A. is an experienced Election Law attorney; and

WHEREAS, Supervisor of Elections desires to hire General Counsel to provide legal services to the Supervisor of Elections as General Counsel; and

WHEREAS, the General Counsel has agreed to serve in such capacity for the Supervisor of Elections and perform the duties of General Counsel.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Supervisor of Elections and the General Counsel agree as follows:

1. The General Counsel shall perform all the generally accepted and customary legal services and duties of General Counsel for the Supervisor of Elections. Such representation shall include, but not be limited to: legal advice and representation concerning compliance with all

statutory and regulatory requirements relating to the rights and duties of Supervisor of Elections under Florida law; initiating and maintaining lawsuits on behalf of the Supervisor of Elections; defending lawsuits brought against the Supervisor of Elections; overseeing and coordinating the defense of litigation representation covered by insurance; representation of Supervisor of Elections in all other matters before the state and federal courts; legal advice and representation concerning compliance with Florida law concerning public official ethics laws and the Public Records Act; legal representation before collegial government bodies, including the Seminole County Commission and Seminole County Charter Review Commission; coordinate with legal representatives for other Supervisors of Elections and Seminole County constitutional officers in pursuit of the mutual interests of each; legal review and advice on revision of Supervisor of Elections policies, procedures, and processes; preparation and review of contracts for all goods and services provided to the Supervisor of Elections; negotiation, preparation and review of interlocal agreements with other governmental entities; labor law matters relating to Supervisor of Elections employees; legal representation with respect to the Seminole County Canvassing Board; legal representation with respect to Seminole County municipalities; legal representation with respect to interactions with the Florida Department of State, Division of Elections; legal representation relating to the Seminole County budgeting and budget amendment processes; representation, advice, and preparation of proposed legislation and administrative staff, concerning legislative affairs matters; and all other related matters as requested by the Supervisor of Elections.

2. For such legal services, General Counsel shall charge a monthly retainer of \$1,625, to include up to 6.5 attorney hours per month, payable in arrears at the beginning of the month following the rendition of the monthly services. Any hours in excess of 6.5 per month

will be billed at \$250 per hour for attorneys and \$110 for paralegals; provided, however, that wherever practical, General Counsel shall advise the Supervisor of Elections when it is anticipated that the workload is expected to exceed 6.5 attorney hours for the month.

3. General Counsel shall not charge for travel related expenses within the greater Central Florida area, but may be reimbursed for travel expenses for out of area travel, e.g., travel to Tallahassee for legislative affairs matters. With regard to these and other expenses, General Counsel shall invoice the Supervisor of Elections for expenses such as court reporter services, filing fees, delivery fees, copying by an outside reprographics services, etc., for payment in accordance with its normative processes and procedures.

4. This Agreement shall commence upon the effective date of this Agreement, and may be terminated by either party give fifteen (15) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

SUPERVISOR OF ELECTIONS:



Christopher Anderson
Seminole County Supervisor of Elections

**KILLGORE, PEARLMAN, SEMANIE,
DENIUS & SQUIRES, P.A.**



Philip S. Kaprow, Partner

SEMINOLE COUNTY SUPERVISOR OF ELECTIONS
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 11th day of August, 2020, by and between the SEMINOLE COUNTY SUPERVISOR OF ELECTIONS CHRISTOPHER ANDERSON, an independently elected Florida county constitutional officer pursuant to Art. VIII, Sec. 1(d), Florida Constitution, hereinafter revered to as the “Supervisor of Elections,” and Killgore, Pearlman, Semanie, Denius & Squires, P.A., hereinafter referred to a “Contractor,” concerning that certain agreement entitled Seminole County Supervisor of Elections Agreement for Legal Services as General Counsel, dated August 11, 2020 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts much include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitation on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and the terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent it may “act on behalf” of the Supervisor of Elections within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfer all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon required from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (3) Pursuant to Section 119.071(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (407) 585-8683, Elections@VoteSeminole.org, 1500 East Airport Boulevard, Sanford, FL 32773.

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the public agency harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.071(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Seminole County Circuit Court on any expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by Supervisor of Elections specified in the Agreement shall not be construed as a waiver of sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat., and subject to the procedural requirements set forth therein. Any other purported indemnification by Supervisor of Elections in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. Supervisor of Elections' performance and obligations to pay under this Agreement is contingent upon an appropriation during the Supervisor of Elections' annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Supervisor of Elections or designee that funds have not been appropriated for continuation of the Agreement and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated.

The termination of the Agreement at fiscal year end shall be without penalty or expense to the Supervisor of Elections subject to the Supervisor of Elections paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. Venue and Jurisdiction. Notwithstanding any of other provisions to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court, Eighteenth Judicial Circuit, in and for Seminole County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



**PHILIP S. KAPROW, PARTNER
KILLGORE, PEARLMAN, SEMANIE,
DENIUS & SQUIRES, P.A.**



**CHRISTOPHER ANDERSON,
SEMINOLE COUNTY
SUPERVISOR OF ELECTIONS**

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO.

**CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and EBONY ANDERSON,
individually,**

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

EXHIBIT C

UNOFFICIAL

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT to the Seminole County Supervisor of Elections Agreement for Legal Services as General Counsel is made and entered into effective as of the 1st day of April, 2023, by and between the SEMINOLE COUNTY SUPERVISOR OF ELECTIONS CHRISTOPHER ANDERSON, an independently elected Florida county constitutional officer pursuant to Art. VIII, Sec. 1(d), Florida Constitution, hereinafter referred to as the “Supervisor of Elections,” and Killgore, Pearlman, Semanie, Denius & Squires, P.A., hereinafter referred to a “Contractor,” and amends that certain agreement entitled Seminole County Supervisor of Elections Agreement for Legal Services as General Counsel, dated August 11, 2020 (“Agreement”).

WITNESSETH:

WHEREAS, the Parties entered into a rate structure which has remained the same since its inception; and

WHEREAS, the Parties agree that an adjustment to the hourly rate is appropriate; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This First Amendment hereby amends and supplements the terms of the Agreement and Standard Contract Addendum. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

2. Rate adjustment. Paragraph 2 of the Contract is stricken and replaced with the following:

2. For each such legal services, General Counsel shall charge a monthly retainer of \$1,625, to include up to 5.0 hours per month, payable in arrears at the beginning of the month following the rendition of the monthly services. Any hours in excess of 5.0 hours per month will be billed at \$325.00 per hour for attorney time and \$135 per hour for paralegals; provided,

however, that wherever practical, General Counsel shall advise the Supervisor of Elections when it is anticipated that the workload is expected to exceed the 5.0 attorney hours for the month.

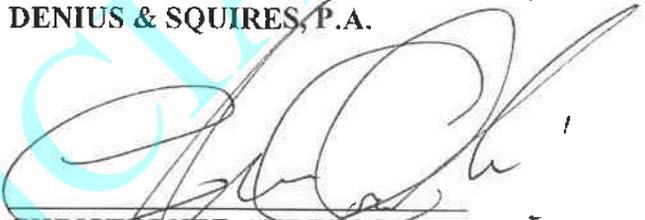
5. All other terms and conditions of the Agreement remain in full force and effect other than as modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



**PHILIP S. KAPROW, PARTNER
KILLGORE, PEARLMAN, SEMANIE,
DENIUS & SQUIRES, P.A.**



**CHRISTOPHER ANDERSON,
SEMINOLE COUNTY
SUPERVISOR OF ELECTIONS**

UNOFFICIAL

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO.

**CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and EBONY ANDERSON,
individually,**

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

EXHIBIT D

UNOFFICIAL



KILLGORE, PEARLMAN, SEMANIE & SQUIRES, P.A.

ATTORNEYS AND COUNSELORS AT LAW

ORLANDO OFFICE:
800 NORTH MAGNOLIA AVENUE, SUITE 1500
ORLANDO, FL 32803
TELEPHONE: (407) 425-1020

POST OFFICE BOX 1913
ORLANDO, FLORIDA 32802-1913

www.kpsds.com

STEPHANIE A. REYES
MICHAEL A. SEMANIE ^{1,4,5,6}
GREY SQUIRES-BINFORD ⁷
MARTIN F. STAMP ⁸
DANIELLE M. WALL

MATTHEW N. ADAMS
M. MEGAN FULLER
PHILIP S. KAPROW ^{1,2}
FRANK H. KILLGORE, JR.
CRAIG S. PEARLMAN

1 ALSO MEMBER OF CALIFORNIA BAR
2 FLORIDA CIVIL LAW NOTARY
3 ALSO HOLDS A MASTER OF BUSINESS ADMINISTRATION
4 ALSO MEMBER OF DISTRICT OF COLUMBIA BAR
5 ALSO MEMBER OF NEW YORK BAR
6 ALSO MEMBER OF NEW JERSEY BAR
7 CERTIFIED CIRCUIT COURT MEDIATOR
8 RETIRED

Sender's email address:
pkaprow@kpsds.com

September 14, 2023

Seminole County Supervisor of Elections
Attn: The Honorable Christopher Anderson
1500 E. Airport Blvd.
Sanford, Florida 32773

Re: Termination of Vendor Agreement

Dear Supervisor Anderson:

Rule Regulating The Florida Bar 4-1.16 allows a lawyer to withdraw from representing a client if: (1) withdrawal does not result in a material adverse effect on the client, (2) the client insists on taking action which the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement, (3) client fails to substantially fulfill an obligation to the lawyer and has been given reasonable warning that the lawyer will withdraw absent fulfillment of such obligation, (4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client, or (5) other good cause for withdrawal exists.

As you are well aware through our prior communications, and conversations with staff, you have made misrepresentations regarding our communications that we believe make it prudent on our part to withdraw from further representation based upon the standards enunciated above. Under the terms of our vendor agreement, I am required to give fifteen (15) days' notice to terminate the agreement. Because of the close proximity to the municipal elections in November, I am prepared to extend the notice to 30 days. If it is your preference that my services terminate sooner, I have always told you that I serve at your pleasure, and I am prepared for you to exercise that right at your earliest decided opportunity. I will also assist in any way that you deem appropriate to minimize the impact on the functioning of the office as a whole.

Additionally, inasmuch as this office also served as counsel for the Canvassing Board within the scope of the Vendor Agreement, I am copying Judge Buie, in her capacity as chair of the canvassing board, and Tricia Johnson, the designee for the Board of County Commissioners,

as a determination will need to be made as to who will represent the Canvassing Board going forward. To the extent that the Canvassing Board would like to separately engage our firm's continued service, we would be more than willing to entertain that conversation, as it operates independently from the Supervisor's office.

As a portion of our continuing obligations to the office, please note that there are events coming up for which the office will want counsel. Specifically, there is a rescheduled Motion to Dismiss hearing in one of the felon registration cases in October. Mr. Teaman has the details on the date, time, location, and who is being advised to be present to provide witness testimony.

Again, we appreciate the opportunity to have served you and the citizens of Seminole County for the last three years.

Very truly yours,

A handwritten signature in black ink, appearing to read "Philip S. Kaprow", written over a large, light blue diagonal watermark that says "UNOFFICIAL".

Philip S. Kaprow, Esq.
For the firm

cc: Hon. Cassandra Buie, Chair (via J.A. email)
Tricia Johnson, Deputy County Manager

IN THE CIRCUIT COURT FOR SEMINOLE COUNTY, FLORIDA
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PHILIP S. KAPROW; and SARA KAPROW,

Plaintiffs,

v.

CASE NO.

**CHRISTOPHER D. ANDERSON, individually;
SEMINOLE COUNTY SUPERVISOR OF ELECTIONS;
SEMINOLE COUNTY; and EBONY ANDERSON,
individually,**

Defendants.

_____ /

ORIGINAL VERIFIED COMPLAINT

EXHIBIT E

UNOFFICIAL

[(0:02)] Woman: So I am waiting. I want to make sure everyone can hear audio. Um, give me one moment cuz I have-have-have this. [pauses] Girls, I want you to record as well for dad. Okay, oh yeah, um, no one has tuned in yet?

[(0:34)] Chris: They will.

[(0:34)] Woman: Um, I'm waiting.

[(0:39)] Chris: It's Friday.

[(0:40)] Woman: It's Friday. I'm not even sure how I will tell someone has [inaudible].

[(0:49)] Chris: [laughter] Phil, Phil, Phil. Phil Capra. [laughter]

[(0:54)] Woman: Are you recording?

[(0:57)] Chris: Phil, Phil, Phil.

[(0:58)] Woman: Let me record on... Let me do this. I'm gonna have to get live on as well. Okay, so you're live, honey. So we have 2 people watching.

[(1:09)] Chris: So...

[(1:10)] Woman: Go ahead because we're going to post on a-all social media platforms.

[(1:13)] Chris: Yeah, absolutely. I mean, you got me as you people watching, you got to talk, you know. Um, remember I told you I spoke out, and when you speak out, you gotta expect retaliation. You got to expect for those people that are doing what they're not supposed to be doing, hiding the truth from you, they're going to pull the knives out. They're gonna come after you, and that's what they're going to do. But we were prepared for that though. You know, it's funny because the one thing that Phil Capra, in particular, you know, he, you know, he-he was a former attorney here, right?

Like he would, you know, last-last year he called me and after fi-, talking to his commissioner buddies, yeah, he had relationships with them that were of a conflict of interest to the office. I should have known that. But be that as it may, he calls me up and he's like, "Well Chris, why do you keep going to the media?" That's what he asked. He's like, he said "Well, Chris, why do you keep going to the media?" I keep going to the media because you guys are using your power to try and bring everybody down, including me. That ain't gonna work though. I've already told Phil this before and I'll tell anybody else, I don't bend a knee for nobody. You understand what I'm saying? I don't bend the knee for no one. Nobody, I ain't scared of nobody.

So, you gonna keep playing these games, how you gonna quit? You know, so he a quitter, you know, first day I met Phil, we're at leadership seminar. He was too scared to climb the phone pole. I had to go behind up to him and tell him, "Hey man, I got you." Let me show you how a real man do. Let me show you how it's done. Let me show you what courage looks like. He

found out day 1 who I was, then he picked the phone up and called me and begged me to be the, be the attorney here. I didn't call him, he called me. Think about that: He found out day 1 that Chris had courage, he wasn't scared, that he was a standup guy. I just saw the News Channel 9 report. The last thing Phil told them was: "Chris is a good guy."

You right, Phil, you right by that. And you questioning me about why I'm going to the media? Well, this is why. How you going quit a job you asked me for? That we have some fish and chips over, you remember that? And they quit and they start bombarding this election staff with public records request. Targeting a specific employee at that. How you going to do that, Phil? I'm interested. You quit, so if there was a problem in here, when you were here that wasn't a problem. When you were here you ain't say nothing. It's not until you-you ain't cashing the check no more. Is when it becomes a problem. When it's not to your benefit.

"Chris, man, you think you can get me, um, you think you can get me, um, uh, to-to, uh, uh, do some of the canvassing boy stuff?" "Well, yeah, Phil. Yeah, man, you can do the canvassing boy stuff, Phil." Always coming and asking me to help you out. And it's probably because ain't nobody else won't help you out. Those commissioners down the road there, they using you. They probably didn't pick the phone up and ask you to tell-tell-tell them, tell us all the stuff you got about Chris 'cause they sure went down there and tried to get Charlene to say something bad about me. They hired my former employee, gave her \$100,000-\$100,000 for a part-time job.

They currently hired somebody for a 6-figure salary part-time. Why you ain't doing no public records requests on that, Phil? Why you ain't doing a part to find out about that? Oh, that's right. I know why, cuz you had something to do with it. You helped to get that job, probably. So you gonna bombard my staff with a whole bunch of public records request, targeting one specific employee that don't know you from Adam and Eve.

[(5:58)] Woman: Don't for-, don't forget to mention Charlene, how he had to...

[(6:03)] Chris: Oh, I got you.

[(6:04)] Woman: Cuz I was there.

[(6:05)] Chris: Oh, we gonna get to that.

[(6:06)] Woman: Yes.

[(6:06)] Chris: We gonna get to that. So an attorney, and maybe there's some attorneys watching right now. Maybe you can, uh, 'cause I-I... You listen, if you think I'm not going to talk about Phil Capra in his official capacity, you wrong. Because I know, as an attorney, you got certain ethics that you got to follow, my man.

[(6:26)] Woman: Yes.

[(6:26)] Chris: And if you don't follow those ethics, not only can you lose your bar license or be, uh, be penalized, but you can lose your bar license. You don't think that I've been prepared for

you, Phil? You don't think I haven't been told about how you play these games with people, how you hurt them, how you target people? You don't think I've been told about that? You don't think that it's people that calling my phone, just like you calling their phone.

[(6:52)] Woman: Yeah.

[(6:52)] Chris: You don't think there's people calling me right now, telling me about you.

[(6:57)] Woman: Same team.

[(6:58)] Chris: You don't think they call me and told me about you? You can't trust nobody. And Phil, you like to run your mouth anyways. We caught you talking sideways about somebody. We caught you talking sideways about somebody. You'll think we don't know about that one.

[(7:14)] Woman: Mm-hmm.

[(7:16)] Chris: Your own client. Yeah. Yeah, man. We just taking check, we got it. So, you sent a public records request asking for text messages, asking for videos. Why you want a video of me, man? [laughter] Why you want videos of me? How you... A matter of fact, I got a better question, how you know they exist? How do you know? Who told you that they might even exist? So now I have someone in the office now that's conspiring behind my back working with you. You then convinced somebody to play these dirty games. The majority of the people in this building right now focus on serving 340,801 voters right now. And I'm gonna tell you right now, this right here ain't gonna stop me from doing that either. There's nothing that you can do or say, Phil, that's gonna stop me from doing this. And you know what, this ain't about Phil either because he ain't that special anyway. Them 5 people down the road. It ain't all of you, but a couple of you. I got you, too.

[(8:41)] Woman: Oh, Phil is on now. Phil stay in, stay tuned.

[(8:45)] Chris: So...

[(8:46)] Woman: Stay in.

[(8:47)] Chris: So ,interestingly enough...

[(8:49)] Woman: Stay in, Phil. He just said, "I watched her filming." He said he watched someone filming. What day, Phil? Give us the date so you could be exact on your dates. I'm the right one, Phil, you already know that fat boy. Come on, what's the date Phil? Phil, we got something...

[(9:04)] Chris: Why you not...

[(9:04)] Woman: Ooh, you don't want me to talk...

[(9:05)] Chris: Phil, Phil, why you not...

[(9:07)] Woman: ... cuz I got all your secrets.

[(9:07)] Chris: Phil, why you not doing public records request with Charlene down there?

[(9:10)] Woman: I'll tell your secrets, Phil.

[(9:11)] Chris: So, Phil, Phil told... says to me: "Hey, Chris, I'll hire Charlene in my law firm." Your partners need to know that this is what you do.

[(9:20)] Woman: Yes. Chris, it's time to call him out of what we really know. Let's go.

[(9:24)] Chris: Now, she'll work for me...

[(9:25)] Woman: Let's go.

[(9:26)] Chris: ... do some stuff for the office. I ain't got nothing to give a fuck. Wha-wha... I hired you. You called me for the job.

[(9:36)] Woman: Say it one more time, honey, so everyone can hear. Because it's against the law. Why? Because I am studying law now. Boo.

[(9:43)] Chris: So you-you called my phone with this.

[(9:47)] Woman: We're ready.

[(9:49)] Chris: I'm a-, I'm always... I'm-I'm not telling the truth. So Ch-, yeah Chris, a letter was requested, but it really didn't say all that. Okay, we're gonna get to that. So you call my phone with another cryptic message. You say, "Well, Chris, I'll hire Charlene through my law firm. We'll get her paid." Which means he's gonna increase his, uh, invoices to the office and take the money and pay Charlene. When he tells me about it, I'm like, "Hey man, I don't even, no, man."

[(10:29)] Woman: And who was witness of that conversation?

[(10:31)] Chris: When I get told that by another person, another staff member in here that you've been talking to. He tells me that sitting in front of another team here. So it's 3 of us in the room now. The minute that they tell me that, I-I put my hands and I said, "Hey, well, I'm not doing that. That don't sound right to me." I told both of them. I said, "I don't want nothing to do with that." I said, "Don't talk to Phil about that. We don't have anything to do about that." I said, "I don't control his law firm, but we don't have nothing to do with that. Don't talk to them about that. I have witnesses to it."

[(11:05)] Woman: Yes.

[(11:07)] Chris: So then, that same employee comes to me and says, "Well, per Florida retirement system rules, what Phil suggested or asked of you is illegal."

[(11:24)] Woman: Yeah. He should not have done that, and Phil you know it to be true. It's...

[(11:32)] Chris: I didn't even know it was. I didn't know all-all FS, uh, FR-FRS rules. So what you asked me to do, what you got one of my team members to ask me to do was illegal.

[(11:46)] Woman: Everything Phil touches is illegal, [crosstalk] everything.

[(11:48)] Chris: Luckily, luckily, I got ethics. Luckily, I threw my hands up and said, "Hey, well, I'm not doing that." But the last time I checked, weren't you supposed to be protecting the office?

[(12:05)] Woman: He did, he did not. Yes. Yes, but he's a quitter.

[(12:11)] Chris: Weren't you supposed to be protecting the office?

[(12:15)] Woman: He says you're a good guy. He knows you're a good guy.

[(12:18)] Chris: You told the news Chris is a good guy cuz you knew it.

[(12:21)] Woman: Cuz he knows it. You know he could get high.

[(12:23)] Chris: The day I met you, the first day...

[(12:25)] Woman: And you're acting like a jerk. You're a snake.

[(12:25)] Chris: ... I met you, I made sure you got up and down that tower because you were afraid.

[(12:29)] Woman: You're a fat snake. You're a fat snake.

[(12:31)] Chris: You were afraid, and you picked the phone up and you called me because you told me: "Chris, I want to work for you. I like you."

[(12:39)] Woman: Yes.

[(12:40)] Chris: I like who you are. I don't ever remember saying that to you. So you are, you are asking me to do, as my attorney, I find out...

[(12:55)] Woman: What you gotta say, Phil?

[(12:56)] Chris: ... from another team member who heard you, heard the whole conversation. Tell me that, "Chris, that's illegal." But, luckily, the voters chose the right guy. [applause]

[(13:09)] Woman: Yes. Yes, God. Thank you, Jesus.

[(13:14)] Chris: The voters chose the right guy because I said no [crosstalk] before they told me

about it.

[(13:19)] Woman: Thank you, Jesus. Yes, Lord.

[(13:22)] Chris: It didn't even sound right.

[(13:24)] Woman: Thank you, yes.

[(13:25)] Chris: I said, "I'm not doing that."

[(13:26)] Woman: Yes.

[(13:28)] Chris: I specifically threw my hands up and say, "I want nothing to do with that." I instructed both employees and said, "Don't you talk to Phil about that. We don't have anything to do with that." Because I knew something shady was going to take place down there at, uh, 111 East 1st Street. I knew something, and sure enough, I find out they hired Charlene Pipe. Now he... Now, check this out folks. Her husband is the building official. He already work down there. You, I find out that she gets a 6-figure salary after she said she was retiring from here, part-time. So, commissioners, when you start giving out 6-figure salary, 6-figure salaries part-time? Or is that only to the people that you like?

When do you... Phil, why you not doing public records request for that? Why you not requesting text messages for that? How about this? How about you do a-a public records request for the phone call that you gave me telling me that the county had a conversation with Charlene. Now, they hired Charlene to be a HR person. HR, not budget. We talked to the budget director. We asked him, "Charlene working for you?" He says, and I quote, "Charlene was hired in Human Resources. I am not working with Charlene." So, Charlene don't have anything to do with the budget. I get a phone call from Phil.

[(15:31)] Woman: I have something to say. Uh, Phil said something, he said... Do you want to, do you want to say what you wanna... You want to finish first?

[(15:38)] Chris: No, what he said? What's he say?

[(15:39)] Woman: He said, "I admit I talked about bringing her in to work for me as an option. When the FRS issued the research, it was determined that it will not be va-valuable. So it was not pursued.

[(15:51)] Chris: Hey listen, man, I ain't trying to hear all that legal stuff.

[(15:53)] Woman: He's lying.

[(15:53)] Chris: You can't change it now.

[(15:55)] Woman: He's lying.

[(15:55)] Chris: You can't change it now.

[(15:56)] Woman: He's keeps trying to cover it.

[(15:57)] Chris: Hey, listen man, the aforementioned, the, uh, uh, you can try and do all that type and you can't change that now, man.

[(16:02)] Woman: Someone was there, if she...

[(16:03)] Chris: You can't change it now.

[(16:04)] Woman: ... she brought it up recently.

[(16:06)] Chris: You can't change it now, bro. That ain't how this works. That ain't how it works. You real good about switching.

[(16:11)] Woman: Yeah. You need to be disbarred.

[(16:13)] Chris: You real good about switching things up. You real good about every time Chris says something, you real good about changing a little bit of it to make it sound like, uh, you ain't do no-... Oh no, man, you at... You-you called me about that letter, you called me about this-this deal I'm talking about, and you called me, you called me about this budget thing. So you, he calls me, he gets a phone call from Tricia Johnson, the Assistant, uh, Assistant County Manager. She calls and he tells me now this was a-a backdoor phone call. Hey, my phone, my antennas are up right then and there [crosstalk] because I don't even, I don't even play like that.

[(16:50)] Woman: Phil, Phil, come to the office, fat boy.

[(16:53)] Chris: So...

[(16:52)] Woman: He's talking about, "Sure, who wants to hear the facts?" I do. I'm, uh, listen this...

[(16:57)] Chris: So, Phil...

[(16:57)] Woman: is a wife that's angry at this time.

[(16:59)] Chris: Phil, Phil wouldn't knew the facts if they hit him in his face, he wouldn't know.

[(17:02)] Woman: No, he's-he's...

[(17:02)] Chris: He wouldn't know.

[(17:02)] Woman: ... a liar. Everyone that knows him.

[(17:03)] Chris: Cuz all he does, he's an attorney. He's gonna twist the words and make it seem

like that's not what it was.

[(17:09)] Woman: But guess who's-who's about to pay?

[(17:10)] Chris: But it was what it was. They are... You told one of my employees that, you told and they heard you then tell me that, which caused them to go and tell me. Do the research to tell me that what you said was illegal. Now, all of a sudden, and oh, oh, hold on, so he said upon further research it was illegal. Is that what he said?

[(17:32)] Woman: Yeah. Wait, let me see. He said let's talk about your recent hiring practices.

[(17:40)] Chris: Okay. We gonna get there.

[(17:40)] Woman: Oh, no.

[(17:41)] Chris: No, no, no.

[(17:42)] Woman: Yeah, go ahead. Let's go. Let's go.

[(17:43)] Chris: We gonna get there. We gonna get there because you think you trying to, uh, expose me?

[(17:44)] Woman: Let's go. Come on. Let's go. Let's go.

[(17:46)] Chris: Hold on. Hold on. Hold on.

[(17:47)] Woman: So you hired, so you hired Jeanette. Come on, let's go. Let's go.

[(17:48)] Chris: I want to... Hold on, I gotta point to make I gotta make a point to make. So you saying that upon research, you, it was illegal? Phil, when the hell you was gonna tell me that?

[(18:00)] Woman: He never. He's lying.

[(18:01)] Chris: You never told me that.

[(18:02)] Woman: He's lying. He's lying.

[(18:04)] Chris: You lying. You lying.

[(18:06)] Woman: 8 million doctors [crosstalk].

[(18:06)] Chris: You never told me it was illegal.

[(18:08)] Woman: ... tonight. 8 million followers, we gonna make this national news.

[(18:11)] Chris: You never told me that that was illegal.

[(18:12)] Woman: Phil, we're putting you on blast and we want you disbarred.

[(18:13)] Chris: So you mean to tell me as, uh, because you were still my attorney...

[(18:18)] Woman: Disbar this dude.

[(18:19)] Chris: ... so you never told me it was illegal. So you found the information you were required to inform your client of that and you didn't even do it. Check.

[(18:28)] Woman: Okay, check.

[(18:29)] Chris: Hold on, hold on.

[(18:29)] Woman: Hey, make the... Do the check again, babe. Do the check.

[(18:30)] Chris: Hold on, hold on, hold on.

[(18:32)] Woman: Do it.

[(18:33)] Chris: Check [laughter]. Thank you, Phil. Keep typing.

[(18:36)] Woman: Yeah, keep typing.

[(18:36)] Chris: Because all you doing is putting call, is putting a nail in your car. Please keep on typing, baby.

[(18:40)] Woman: Please. Thank you Jesus. Hallelujah.

[(18:41)] Chris: You keep doing that. You keep forgetting what I used to do. You keep forgetting what I used to do.

[(18:46)] Woman: Now let's talk about... Yes.

[(18:46)] Chris: Check. You keep running your mouth. So you telling me that you-you found out that it was illegal, but you didn't tell the client whom you had already suggested to do it, but you weren't gonna tell me about it.

[(19:07)] Woman: Ladies and gents, he did not have his coffee this morning. It... [laughter].

[(19:12)] Chris: Keep typing, Phil.

[(19:14)] Woman: Hey, no, let's...

[(19:14)] Chris: Keep typing.

[(19:15)] Woman: No, let's talk about, let's talk about the hires. So let's talk about Jeanette.

[(19:17)] Chris: Oh, yeah, so you wanna talk about Jeanette?

[(19:19)] Woman: Come on. Let's talk about Jeanette.

[(19:20)] Chris: My neighbor, Jeanette.

[(19:21)] Woman: Yeah.

[(19:22)] Chris: Let's talk about Ms. Barbara, my neighbor.

[(19:24)] Woman: Right.

[(19:26)] Chris: There are election workers that live in my-my subdivision. They all know that I work for the supervisor of elections office. They know that I'm the supervisor of elections. You know, my neighbor, she's so sweet she came up to me and she said, "Chris, I-I wanna be an election worker." She wanna work for us. Her husband was sick and she still was willing to work. I left here at nine o'clock at night, went to, went home, walked down to her house. I sat at her kitchen table and I helped her sign up to be an election worker. We all neighbors, Phil. Who the hell you talking about? Did you do a public records request for a pay?

Let me just help you out. Jeanette makes \$70,000 a year. She's the lowest paid person in her position in the office. There you go. You happy? It's hot now, baby. I know that pisses you off 'cause you know you-you had your own narrative around it. Got him. She's the lowest paid person in the building that does her same job. She pay, gets paid the least. I certainly didn't give her 6 figures to work ha-, part-time. You got such a problem with that, but you ain't got a problem with-with Charlene making 6 figures part-time.

[(20:49)] Woman: It wasn't even going into the office.

[(20:50)] Chris: Uh, and Charlene didn't even go in the office. Oh, you ain't think I knew that. Oh, oh, Phil, if it's one thing you gotta figure out, man, I will never say anything if I can't back it up. I have told you. You ain't learned nothing standing next to me, man? You begged me to stand next to me. You ain't picked nothing up. [laughter]

[(21:13)] Woman: Nope. 6-6 people, 62 people.

[(21:13)] Chris: Because you still typing. You still typing. You still typing.

[(21:19)] Woman: This is good honey.

[(21:19)] Chris: You ain't gonna do nothing but get yourself in trouble, Phil.

[(21:22)] Woman: Oh, he's already in trouble. He's in trouble.

[(21:22)] Chris: 'Cause you just told me that you knew it was illegal that you couldn't do it, but you wasn't gonna tell the client that this, that what you asked of the client was illegal.

[(21:35)] Woman: You got it babe.

[(21:36)] Chris: But you know what you probably would've did, what you probably did do? You probably called that employee and told them that though. You probably did that though. Don't worry man, I ain't gonna do no public records requests, dog [laughter]. Don't worry man. Because I ain't like you. I ain't like you. Do a public records request, Phil, that's shady.

[(21:53)] Woman: Chris, Chris, Duwap just said, "Dude, when did you become back shit crazy?" Hey...

[(22:00)] Chris: [laughter]. No, man...

[(22:01)] Woman: Chris?

[(22:02)] Chris: I'm just, I'm just bold. I got, I got, I got ba-... hey, hey, I 'm gonna keep...

[(22:05)] Woman: You ready, Chris. Hey.

[(22:06)] Chris: I'm gonna keep, I'm gonna keep, I'm keep...

[(22:08)] Woman: Seminole going down. Seminole going down.

[(22:09)] Chris: ... it PG. I'm not... Listen, I'm not playing these games, man.

[(22:11)] Woman: All the skeletons coming out.

[(22:14)] Chris: No one's crazy man. No one's crazy. But you know what Chris, they said...

[(22:18)] Woman: Chris know what's up.

[(22:18)] Chris: Chris, they said that about you too though, man.

[(22:20)] Woman: Yeah. They said you were crazy, Chris.

[(22:24)] Chris: Be careful, Chris. Be careful.

[(22:25)] Woman: Be careful.

[(22:27)] Chris: They said that about you too, man.

[(22:28)] Woman: Yep. Be careful.

[(22:30)] Chris: They said that about you too.

[(22:32)] Woman: Be careful.

[(22:33)] Chris: They pulled out them tho-, they pulled out them knives for you too. Don't act brand new now. Don't get different now 'cause you got a little restaurant. Don't act different now. Don't act different now. No, you just, y'all just ain't used to seeing real. [laughter] You know what I'm talking about? You ain't, you ain't, gimme something, you-you-you... Hey, look, you just ain't used to seeing real. That's your problem. I got courage, man.

[(22:59)] Woman: Phil, Phil said, "You aren't like me. We agree." Oh, Phil, your wife don't... [laughter]

[(23:04)] Chris: Hey listen man, hey, I ain't help you up no pole. I didn't, you ain't see no fear in my eyes, but I saw it in yours. It's still there.

[(23:11)] Woman: Yeah, you missed a lot. But you know what, it's gonna be on all of my social media platforms.

[(23:15)] Chris: Don't worry.

[(23:14)] Woman: I think all the YouTube uproar.

[(23:16)] Chris: And all the people we're talking about, they're such a small part. Let me be clear. You've got 340,000 voters here, and they, you can't bamboozle them.

[(23:26)] Woman: No.

[(23:27)] Chris: You can't play games, you can't, you can't pull the wool over their eyes. Phil, you can do as many public records requests as you want to do. You can try and spin words as much as you want. You can try. But one thing you can't do is you can't change what you've done. What you can't do is you can't change the fact that you told the media I was a good guy.

[(23:57)] Woman: Yep, you are.

[(23:59)] Chris: You told them that. You ain't have to tell them that. So for you to say that I'm not like you means that you must not be a good guy 'cause you told me I'm a good guy. That's what you said. Everybody pull up the News Channel 9 article, "Chris is a good guy." That's what you said. Now you gonna try and twist that? You gonna try and make that something other than what it is? That's what you said. Now you think you careful because, listen man, social media is giving cowards the ability to be brave. That's all social media does. If you think this make you brave, doing all these little public records requests targeting a specific employee in here, that don't make you brave, that's cowardly. We all know there's people working in all these government offices that have worked on the campaigns of other elected officials that, um, that have donated to other elected officials. Don't forget guys, hold on.

[(25:02)] Woman: Tap out.

[(25:03)] Chris: Tap out. Don't forget guys, I'm the supervisor of election guys. I see your campaign finance reports. You want me to start talking about that? Commissioners, I see who's giving you money. You don't think I'm not looking at it? You keep forgetting, I got paid to find the dirt. That was my job.

[(25:35)] Woman: Phil says you can be a good guy and be misguided at the same time.

[(25:39)] Chris: You were the one that got...

[(25:44)] Woman: [laughter] Phil. Phil, go-go lay down.

[(25:46)] Chris: Keep typing, Phil.

[(25:48)] Woman: Yeah. Let me screenshot it.

[(25:50)] Chris: Hold on, hold on, hold on.

[(25:50)] Woman: Let me screenshot it.

[(25:50)] Chris: Hold on, hold on. Lemme screenshot. Check. Keep-keep writing, Phil.

[(25:56)] Woman: He's crawling up in the mud.

[(25:55)] Chris: Misguided. Well, who was in charge of guiding me? You were. You were, Phil.

[(26:06)] Woman: What about the phone call that he... What was it? May? In May of last year when he called us, it was 10:30 at night?

[(26:15)] Chris: Oh, yeah. So Phil calls me up, cryptic. This is after the county commission denied the-the building for whatever. We'll get to all that. I'm talking to Phil. This is the same phone call where he was questioning, "Well, well, Chris, why do you keep going to the media?" Well, members of the public that are watching right now that you don't know any of these people. You don't know Chris Dorworth. Well, you don't know Phil Kaprow. You don't know any of these people. Lemme ask you this, why do you think that people that are politically connected do not want me going to the media? You just answered your own question. Why you don't think they want me going to the media? They don't want me going to the media because they don't want me exposing what's happening. They don't want me telling the truth. They don't want me showing everyone what's going on. News Channel 9, their cameras were in the meeting.

So Phil questions me about that, and then I said, "Phil, you know, I'm sick of being lied to." You know what Phil says to me? I quote, "I know for a fact you're being lied to, Chris." So Phil, since you got so, since you got them Twitter fingers, why, who on the county commission was lying to me? 'Cause remember that night you didn't wanna tell me who it was. Remember that? My attorney does not wanna disclose information to me that is critical to the client and his project. Hold on, hold on, hold on.

[(27:55)] Woman: Check.

[(27:55)] Chris: Check. Let's keep going, Phil. Told you, man, you nothing to play with. Check. Phil, tell them, tell who's lying to me because you said it. I know for a fact that you've been lied to Chris. So who's lying to me, Phil? When were you gonna tell me I was being lied to? Who was lying to me? Who was lying to me? You ain't gonna tell me, just like you weren't gonna tell me that you knew that something you said, that you told one of my employes to do that you tried to get me to do was illegal. You weren't gonna tell me that? You have a habit. If y'all haven't figured a pattern here of not disclosing pertinent information to a client. You got a habit of that. Why did... Wh-who was lying, Phil? Because you say you know what facts are, who was lying then? Tell me who was lying.

Your Twitter fingers just got slowed up. You-you... Don't worry about the brevity. What's up? Tell me who was lying to me? 'Cause you said you knew. You told me you knew for a fact and you didn't wanna tell me who was talking to you. You didn't wanna tell me that. I'm like, Phil, you're telling me that someone is saying some negative things about me. They've got concerns about this project. In my mind I'm thinking, "Well, these people must have some type of authority." Who is my attorney talking to? You supposed to be representing Chris, the office, professionally, the project. Come to find out you've been talking to Amy Lockhart the whole time. You been conspiring with her the whole time.

So then I get an email today. [laughter] They don't even... And that's the thing, members of the public, they hide this stuff in plain sight 'cause they don't think you're paying attention. They-they-they count on it, as a matter of fact. I get an email today saying, "Oh, Chris, I know I, uh..." This is coming from Amy Lockhart, "Chris, I know I wasn't gonna serve on the Canvassing Board, but after careful consideration," AKA, being pressured by a political party, "I'm gonna serve on the Municipal Canvassing Board, but not the 2024. Per Florida State Statute, she, they're supposed to be serving. They tried to have a meeting behind my back. And listen, lemme tell you how crazy they play it, right?

And see here's the thing, because you can't fool me with that okey-doke stuff. So, Amy calls me and says, "Well, hey Chris, we're gonna be meeting with the Republican party of Seminole County here. Chris, do you know who that is? Uh, Chris, we don't want you there, but can Phil Kaprow be there?" I'm like... So, first of all, I know Amy didn't had an argument to call me with nothing like that. Phil told her to call me because she specifically asked me for permission. I said, "I'm the elected representative of the office." Do the public records request on that, Chris. Do the public records request on that, Phil, since you want to know. But you ain't gotta worry about it 'cause I'm gonna tell you. Here, this is the public records request. So I said, "Oh, whoa, hold on." I respond back in email. I said, "I'm the elected representative of the office. I will make myself available for any meetings regarding elections administration to include the Canvassing Board."

Now here's a fun fact, I'm cochairman of the Statewide County Canvassing Board Training. Seminole County, your supervisor of elections has a responsibility of putting together the training for every Canvassing Board in the State of Florida. Why do you think they-they asked me

to do that? Oh, well, let me tell you why. Because I've never ran an election without being, winning an award. And I know, let me say this out here, it's because of the men and women of the Seminole County Supervisor of Elections Office, and the way in which they are led. Because the last time I checked, they weren't getting those honors before I got here. I'm just saying. Moving on. So, Amy responds back to me in email and she says, long email says, basically, "Chris, I'm, I am well aware that you have both personal and professional problems. That these people at the Republican County, uh, Republican party of, uh, Seminole County have personal and professional problems with you."

How do you have pe-personal problems with me? I don't hang out with none of them. [laughter] We don't play cards. You're not my friends. I don't, I don't, I don't, I don't fraternize for this very reason. I learned very early on in my career, you gotta keep a degree of separation. Matter of fact, Phil, won't you show them your public records request on your phone? The text message you sent me a couple weeks ago. Tell them about that, Phil. Phil sends me a text message y'all talking about, "Hey, man. Hey, bro, can we go to lunch? I feel like a stranger." Since you so interested in-in doing the part, show them, Phil. Why you feeling like a stranger, Phil? Because you know I ain't trust you man. You know I wasn't messing with you no more. You trying to get in. You trying to find some things out. You trying to snake your way in? No, man, I peaked your game. I'm, no, I'm good. I didn't even respond back. You wasn't even worth the response. I'm good. No, man, I knew what you was up to, but so I peaked your little game.

So I call the chairman of the par-, the Republican Party. He says to me, "Chris, when did, when did Amy Lockhart start speaking for us? I would love for you to be in the meeting." So, again, why is the Board of the County Commission, Chairman of the Board of the County, trying to keep me out of a meeting involving... Amy, how you gonna be in the meeting? You ain't never even sat on a Canvassing Board before. You ain't never even been here. How you going... What you gonna talk about? But you want to have my attorney at the time then, your buddy, your boy? No, you can't play me like that. No. So then [laughter] it gets better. They love it with these phone calls. They love calling your phone with crazy stuff and they just think you gonna go with it.

Phil calls me and says, "Hey, Chris, why did I get a phone call from the Chief Judge asking me to write them a letter about the Canvassing Board?" So, Phil, I knew he was lying. I'm a truth verification examiner. I issued lie detector test. I'm a wa-... I know when you lying, bro. It's voice stress analysis. I could hear it in your voice, Phil. I knew you were lying. You got a particular thing you do, as a matter of fact, when you lie. I picked it up. There's no way that Phil Kaprow just got a phone call out the blue about something that Phil Kaprow didn't know nothing about when he was all up in it talking about, "Hey Chris, do you think you can check on that?" "Yeah, yeah, yeah, yeah, all right." [laughter]. No, man, I'm calling nobody. I already took care of that. The answer was no. So why you trying to keep me out the meeting though? The chairman of the Republican party, he goes on to tell me something else. He says, "Chris, that's funny 'cause they trying to keep me out the same meeting." Duwap, you still there? I'm still crazy.

[(37:01)] Woman: No, he's silent.

[(37:02)] Chris: But...

[(37:02)] Woman: He's-he's probably, um...

[(37:03)] Chris: You don't even know the half of it, but you know all of it, you know.

[(37:06)] Woman: But you, right now you have 84 tuning in.

[(37:08)] Chris: You know, you know.

[(37:10)] Woman: Someone said, "I hate you're dealing with all of this, Chris."

[(37:13)] Chris: You tried to keep me out the meeting. You tried to keep the Chairman of the Republican Party out of the meeting. Amy, what you doing in there? Why you need to keep me and him out the meeting, but I, my attorney can be in the meeting? Oh, and that's right, the Vice Chairman of the party could be in the meeting. So let me tell you the audacity of these people, the Vice Chairman thinks she can call my phone and tell me, "Chris, now I talked to the Chair. He says, "Chris, you can come to the meeting." All right, cool man, I'll be there." "Chris, the Vice Chair text me and call me. Tell me, Chris, I see that you've been inadvertently invited."

The Vice Chair reports to the Chair. Her boss told me there was nothing inadvertent about it. That was very direct. Says, "Yeah, you could come to the meeting." She tells me this is a private meeting. So hold up, hold up a second. So a Republican Party is having a private meeting in a government building with the Chairman of the Board of County Commission with the County Attorney. I wonder, could the Democrats get the same access?

[(38:50)] Woman: Phil said, "Amy can't hear you. You blocked her. Remember?"

[(38:56)] Chris: So...

[(38:58)] Woman: And, Phil, you-you text her all day.

[(38:59)] Chris: Yeah, you tell her man, you-you-you talking to her.

[(39:01)] Woman: Yeah, you...

[(39:02)] Chris: Hey, listen, Phil...

[(39:02)] Woman: ... you-you want her, is this the same Amy you wanna run against us?

[(39:06)] Chris: Oh, yeah.

[(39:08)] Woman: I'm trying to say gracefully, but it's so hard when you come on.

[(39:08)] Chris: Phil, you-you... Phil, man, listen man.

[(39:10)] Woman: Because I know you're a snake.

[(39:11)] Chris: Keep typing, bro.

[(39:12)] Woman: I know you're a snake.

[(39:13)] Chris: Keep typing, Phil. You don't do anything...

[(39:15)] Woman: I'm coming for your jugular. I'm coming for your jugular.

[(39:17)] Chris: You keep walking into it.

[(39:19)] Woman: Chris may not, but I will.

[(39:20)] Chris: You keep walking into it.

[(39:21)] Woman: Trust and believe

[(39:22)] Chris: You keep walking into it. Phil, you... Uh, you don't think I think, I know that you gonna tell her everything I said. Phil, I know you s- you screen recording right now. [laughter].

[(39:34)] Woman: I think he has a crush on you. [laughter]

[(39:36)] Chris: That's what it is, I made an impression on him when I came up to him. He was like, "Boy, that's-that's a, that's a man right there." [laughter].

[(39:46)] Woman: Even-even our girls are laughing.

[(39:47)] Chris: Yeah, right. He was like, "Dang boy, you gonna help me?" I put my arm around him and everything, man. [laughter]. Didn't I, Phil? I said, "I got you man. Lemme show you how it's done. Come on man, I go up there with you." I'm gonna pick up the phone and call me, "Chris. I wanna work for you man. I like you man." And now you wanna do these public records requests. Now you got problems, right? But you ain't say nothing then. Matter of fact, you went so far as to not even advise your client properly. Check.

[(40:17)] Woman: Thank you, Danielle. I'm trying to keep my posture as much as I can because...

[(40:22)] Chris: No, man, listen, listen. Listen.

[(40:22)] Woman: ... just trying to say gracefully, but it's so hard when Phil gets on because I know a lot more.

[(40:27)] Chris: He knows, he knows the dirt that's been going on.

[(40:30)] Woman: I know, I know the dirt, and it's-it's so difficult, so my apologies for...

[(40:33)] Chris: And he knows who was lying to me.

[(40:36)] Woman: ... for calling him out.

[(40:38)] Chris: He knows who was lying to me 'cause he told me that. He said, "Chris, I know you been lied to for a fact." That's what he said. So you going to get your Twitter fingers to type me blocking Amy. But who's lying to me though, Phil? But guess what, man? You ain't gotta worry about it 'cause I already knew before you-you lied to me.

[(40:58)] Woman: Yeah. [laughter].

[(41:01)] Chris: I already knew, Phil. You think you are the only one I had moving.

[(41:12)] Woman: Brittany, tell all your friends, it-it's gonna get better. I have...

[(41:15)] Chris: Phil, you think you're the only one?

[(41:18)] Woman: ... YouTube channel coming up. Hi Scott Planking. [laughter]

[(41:22)] Chris: So, Phil, you tell me, you tell me that you know I've been lied to, but you're not gonna tell me who it is. You're not gonna tell me. Listen, I'm gonna wrap this up by saying this.

[(41:36)] Woman: Babe, D.C. is texting me.

[(41:38)] Chris: Okay.

[(41:39)] Woman: D.C.

[(41:39)] Chris: Hey, they've been texting the whole time.

[(41:45)] Woman: Washington D.C. They just text me.

[(41:50)] Chris: I'm gonna wrap this thing up, 'cause as you can see, I got more important things to deal with. Listen, Phil's right, I'm a good guy. I'm very passionate about what I, what I do. I care and sometimes caring, it makes other people uncomfortable because they're only self-serving. As long as the checks were being cashed, they could ethically fade away from whatever they perceived as being wrong. I'm speaking up to the people watching because you are gonna understand who I really am. They're not gonna drive the narrative. They're not gonna drive the narrative. I bust my butt for you. I put it all on the line. I stand up for these people. I stand up for what's right. I've never backed down from pressure. I've always done what I thought was right. I care.

I believe that you deserve the right representation 'cause that's what we are. That's the government. You are electing people to properly represent you, and that's what I believe. I believe that the day I took office, I had to be a better person than the day before I was in there

because that's what the office requires. And right now, look around, you've seen all these elected officials getting arrested, county commissioners, county clerks, they're all getting in trouble. Because guess what's happening? There's a reckoning in the country. There's something moving. People can't be bamboozled. They're waking up, they're doing their own public records requests. They're evaluating the behavior of everyone around them, including local elected officials. And they're gonna start holding you responsible for your behavior.

Now listen, I'm gonna always do what I think is right. What's in my, in the best interest of 340,801 voters. I say that to Phil over and over and over and over and over again. Phil knows how passionate I am. He knows that I care. Anyone who is around me, Chris Dorworth, they all know. I really, really, really want to do a good job. That's always been my thing. And I believe I know that the voters will recognize who I am. I don't need News Channel 6, 2, 9 and 13. I don't need them. I got this.

[(45:04)] Woman: Lisa, honey, Lisa just said, "Chris, I will vote for you again."

[(45:09)] Chris: I got this. Lisa, I got you. I got you. When the deal was presented to Chris, that was illegal. You picked the right person. I said no. I didn't even know it was, just the way it came to my ears, it didn't sound right. God put something in me. God is with me at all times.

[(45:33)] Woman: Linda's on here as well.

[(45:35)] Chris: I'm a big, I'm bigger than a Christian. I believe in God. I believe that Jesus Christ died for my sins.

[(45:40)] Woman: Yes.

[(45:41)] Chris: That he got up out of that very, that borrowed tomb on that third day.

[(45:44)] Woman: Thank you Jesus.

[(45:45)] Chris: That's what I believe in. And if-if he's with me...

[(45:50)] Woman: Who could be against you?

[(45:51)] Chris: Who can be against me?

[(45:52)] Woman: No one.

[(45:53)] Chris: No one. So, Phil, you keep on doing your req-request. 'Cause you can bet your bottom dollar, I'm gonna hold you accountable.

[(46:02)] Woman: You have to.

[(46:04)] Chris: And you can lie to me, but you can't lie to him. And I know it's in you, Phil. I see it. I know you have religion in you. I know you do. You can't lie to him. You go around and

you deal with all these different people that-that put batteries in your back and get you to do different things. But at the end of the day, Phil, who's gonna be there for your family? These people ain't gonna be thinking about you.

[(46:26)] Woman: No. No.

[(46:27)] Chris: They ain't gonna be thinking about you. I told you that. I said at the end of the day, these people are not gonna be thinking about you. So you keep running around and doing they dirt for them. But you ain't gonna do nothing, but you gonna fall flat on your face. You going to inject, you going endanger your family, you gonna put a whole lot of things in jeopardy messing with them people, Phil. You go-, but you got an opportunity. We all got choices in this life. We all got choices. You had a choice. You-you made the right one when you picked the phone up and called me though. Whatever I did to you that day, I never met you before. Never knew who you were. But I knew you needed me. I knew that you-you just needed some encouragement. Because that's who I am. That's who I am. I'm gonna help the sick. I'm gonna help the weak and inflicted. That's who I am. That's, look right here, right here, baby, that's who I am. That's who I am, all day, every day. I came to you at a weak moment.

[(47:40)] Woman: He just asked, are you threatening him? You need to listen again. You [crosstalk]...

[(47:43)] Chris: Threatening? You see what... Keep typing, Phil.

[(47:47)] Woman: Keep talking.

[(47:49)] Chris: You ain't gonna keep walking yourself into it.

[(47:50)] Woman: He said the people around you will not have your back.

[(47:54)] Chris: The people around you, Phil.

[(47:56)] Woman: Will not have your back.

[(47:56)] Chris: You're too, you're too narrowly minded. You're not listening, man.

[(48:00)] Woman: Yeah. It's...

[(48:00)] Chris: The people around you that keep putting a battery in your back. You know how many people told me that batteries got put in your back over the years?

[(48:09)] Woman: Do you know how many people texting Ebony against you and-and building up a case against you?

[(48:13)] Chris: Just got one yesterday about you. Ebony just got one yesterday.

[(48:16)] Woman: Building a case against you, Phil.

[(48:16)] Chris: Phil, I'm telling you, man.

[(48:19)] Woman: I'm the reason why he's going live because I am tired of this. You guys know I've been ill.

[(48:23)] Chris: The one person... You could've, you had me. You could've tried, uh, you had me. I could have showed you some things. But instead you back, you reverted back to it. And listen man, when you make a deal, they gonna come collect on it. So listen man, I look forward to Amy Lockhart coming over here. And as a matter of fact, got another email. The other email says that, "Phil Kaprow has been retained by the county commission to represent the Canvassing Board."

[(48:50)] Woman: Really? Oh my God.

[(48:53)] Chris: But Chris, I'm-I'm crazy.

[(48:54)] Woman: Babes, that's another check. That's another check.

[(48:56)] Chris: Check.

[(48:57)] Woman: That's another check. Thank you Jesus.

[(48:58)] Chris: But I'm crazy.

[(48:59)] Woman: Thank you Lord.

[(48:59)] Chris: Phil, do the public records request on that, Phil,

[(49:02)] Woman: Thank you. Thank you.

[(49:03)] Chris: Do the public records request on that, Phil.

[(49:06)] Woman: Honey, you have everyone tuned in.

[(49:08)] Chris: Do the public request on that, Phil. So you quit working for the supervisor of elections and now all of a sudden, after you tried to keep me out of meetings about Canvassing Boards in election procedures, now all of a sudden you representing the Canvassing Board? Well, you and my new attorney going to get along real good.

[(49:34)] Woman: [laughter].

[(49:36)] Chris: Y'all gonna have a whole lot to talk about. I look forward to it. If it's one thing about me, Phil, you already know, I don't back down from nothing. You think you was gonna send me that little email and call and going to shake me? [laughter] Y'all, we can meet right now. We can do Campsey Boy right now. What? Man, get out my email with that mess, man. Playing

them little stupid games. Since when did Seminole County retain legal for the Canvassing Board, which presides in the supervisor of Elections Office? When has that ever happened? It ain't been in the last 5 years, I could tell you that much. Should we call Mike Rotella and ask him? When did that happen? And now all of a sudden Phil Caprio is representing the supervisor, uh, representing the Cou-County Canvassing Board.

[(50:40)] Woman: Wow, I can't believe that.

[(50:42)] Chris: All of a sudden, Amy Lockhart is gonna sit on the Municipal Canvassing Board. I got... Don't worry though. Check.

[(50:58)] Woman: Now we have elected officials on, honey. They're texting people.

[(51:03)] Chris: I-I just want everybody to understand. I just want to do a good job. I don't bother anybody.

Woman: Someone just text me, "This is good. This is good."

[(51:18)] Chris: I don't bother anybody. I want these people in here to have what they need so they can do their job. You know, and it's funny because any budget and management class or school or book that you read, they tell you that if you don't increase your budget, you're stagnating the agency. When you stagnate an agency, it perpetuates quiet quitting. It perpetuates retention issues. I'm never gonna put a budget for that doesn't have an increase. The most important asset that a government organization can have is its people. It doesn't matter what equipment we buy. It's the people that you have to make the investment in. I care about those people. I care about the people that we serve. I wanna make sure that they're being properly served. I'm not interested.

But let me, let me tell you this. You need to focus on it. Come-come-come close. If you think that you sitting on that Canvassing Board representing it, that you gonna come over here and you gonna play games, I promise you, I will make you regret that. I will not allow anyone, I don't care what your party affiliation is, disrupt the electoral process. Nobody. That's my job. So if you think that those are those silly emails that I got this afternoon, this reverse in thought is going to put some fear in me, wrong. I look forward to seeing you. And also you better be on your best behavior while you here. You better be on your best behavior 'cause if it's one thing I don't play about, I don't play about these people. I don't play about me and mine. I don't do that.

No one is gonna mess with the election process. Nobody. Nobody. I'm not gonna let that happen. The people did not vote me in the office to let y'all come here and play these silly little games. The Chair, the Chairman of the Board of County Commission is gonna relegate herself with Phil. Be on your best behavior because I-I'm not playing about that. Don't come here with that and let... while I have the people's attention 'cause I would be remiss if I didn't do this. You have to vote.

[(54:19)] Woman: Yes.

[(54:20)] Chris: You can't complain about the things that are wrong if you're not willing to stand for the things that are right.

[(54:25)] Woman: You have to vote.

[(54:26)] Chris: You have to vote. Because I know that you think that elected officials, a lot of us are not listening. But listen, I'm one of 'em that's listening. I'm listening. I'm want to hear you. I'm listening. I can sift through the noise. You gotta vote. You have to cast that ballot because if you don't, you're gonna get people in office that will use their power for the wrong reason. They won't properly represent you. And then that's what builds the distrust. That's why you don't trust. I've been trying to build trust since I've been here. I started the Elections Academy, I wanted people to come in. I was an M of transparency. I don't care. I ain't got nothing to hide. You wanna do a public records request about a person working here and their salary? Go for it. I don't care.

The people know who I am, and I told everybody in that building, "No one gets special treatment." We're all gonna work hard. We're all gonna do well. We're all gonna serve these people here. We're gonna make sure that they have a opportunity to vote. We're gonna get out of the partizan stuff while I'm here, and this is what you need to remember. If I'm this effective here, how you think I'm gonna be when I'm in another spot?

[END]

