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**AFFIDAVIT OF JOEL EDWARD CHANDLER
(OCTOBER 27, 2014)**

BEFORE ME, the undersigned authority, personally appeared JOEL CHANDLER, who after being duly sworn, deposes and says that:

1. My name is JOEL CHANDLER.
2. I am over eighteen (18) years of age.
3. I am a resident of Polk County, Florida,
4. I have personal knowledge of every assertion made in this affidavit.
5. Citizens Awareness Foundation, Inc., (herein "CAFI"), was formed as a Florida not-for-profit corporation by Martin O'Boyle in concert with his son, Jonathan O'Boyle.
6. Jonathan O'Boyle is an attorney admitted in Pennsylvania and New Jersey, but not admitted to practice in Florida.
7. In January 2014, I was solicited by Martin O'Boyle to lead a not-for-profit corporation that was, he said, intended to promote open government. That not-for-profit corporation was created at Martin O'Boyle's direction and became known as the "Citizens Awareness Foundation, Inc." or "CAM."
8. During my discussions with Martin O'Boyle, wherein he sought to hire me to serve as the leader of CAFI, we explicitly agreed that CAFI would have an independent Board of Directors; that the Board of Directors would be entirely free from the influence of Martin O'Boyle or the O'Boyle Law Firm; that I would have absolute and sole discretion regard-

ing the commencement and resolution of open government litigation on behalf of CAFI, and; subject only to the independent Board of Directors, I would have the authority to select and retain law firms for the purpose of engaging in open government litigation.

9. During January or February of 2014, I participated in a telephone conversation with Martin O'Boyle and Robert "Bob" Tweel, a tax attorney from West Virginia, Martin O'Boyle and I discussed with Mr. Tweel the absolute necessity that CAFI be a legitimate not-for-profit entity. This included, but was not limited to, the requirement that CAFI use a variety of law firms to represent it so as to avoid the appearance of self-dealing,

10. Martin O'Boyle indicated to Mr. Tweel and to me that he was going to loan all necessary monies to fund CAFI and, after 501(c)(3) status was acquired, write off as a charitable donation all of the monies he had loaned to CAFI. After leaving this meeting I was particularly encouraged that Martin O'Boyle was genuine in his interest to establish a bona fide not-for-profit entity of which I would serve as the Executive Director and that CAFI would afford me the opportunity to more effectively continue my work as a civil rights activist and advocate for open government.

11. Martin O'Boyle appointed Brenda Russell, William Ring and Denise DeMartini to the CAFI Board.

12. Brenda Russell is Martin O'Boyle's long time secretary. She was never present for meetings. In fact, no formal meetings of the Board were ever called or held. For a brief time, Brenda Russell collected my travel and business receipts, all of which were subject to the approval of Martin O'Boyle.

13. William Ring is Martin O'Boyle's longtime business associate and corporate attorney.

14. Denise DeMartini is the long-time employee of Martin O'Boyle or entities that he controls.

15. All of my negotiations for employment by CAFI were with Martin O'Boyle. At no time did I engage in any negotiations regarding the details of my employment, including my compensations, with anyone other than Martin O'Boyle.

16. At Martin O'Boyle's direction I drafted and signed a proposed memorandum of understanding regarding my employment by CAFI. I have never received a copy of the proposed memorandum of understanding signed or approved by the board of CAFI.

17. I served as the Executive Director of CAFI for approximately five (5) months, through the end of June 2014,

18. I resigned because of repeated instances of conduct perpetuated by Martin O'Boyle, Jonathan O'Boyle, William Ring, Denise DeMartini, and some of the attorneys at the O'Boyle Law Firm, P.C., Inc., (herein the "O'Boyle Law Firm"), as set forth herein, which I believe may be criminal, fraudulent and unethical.

19. My relationship with the O'Boyle Law Firm was not limited to my capacity as the Executive Director of CAFI. As the individual plaintiff in several open government lawsuits, I had retained the O'Boyle Law Firm as my personal legal counsel.

20. My communications with the attorneys of the O'Boyle Law Firm, including Jonathan O'Boyle, affected both CAFI and me, as an individual client.

21. Martin O'Boyle and Jonathan O'Boyle told me that Martin O'Boyle was funding the O'Boyle Law Firm.

22. Martin O'Boyle told me that he was also funding CAFI.

23. The Martin O'Boyle business entities, including Commerce Group, Inc., CAFI, and the O'Boyle Law Firm operated from the same physical location and were controlled by Martin O'Boyle.

24. Despite assurances that CAFI would be independent and not-for-profit, Martin O'Boyle and the O'Boyle Law Firm used CAFI for the sole purpose of generating attorney's fees for the O'Boyle Law Firm.

25. Throughout my tenure with CAFI, I repeatedly demanded that lawsuits not be filed or settled without my direct authorization.

26. In spite of Martin O'Boyle's initial assurances to the contrary, I was not permitted to retain legal counsel on behalf of CAFI, other than the O'Boyle Law Firm. William Ring, CAFI's President and Martin O'Boyle's proxy, communicated this to me.

27. On numerous occasions, I learned that the O'Boyle Law Firm, on behalf of CAFI, had filed lawsuits, without my knowledge or authorization.

28. The O'Boyle Law Firm routinely settled cases without written fee agreements, contingency agreements or closing statements. No accountings of the

monies received were provided to me despite my repeated requests for that documentation.

29. Repeatedly, I advised Martin O'Boyle, William Ring and Jonathan O'Boyle that my other personal attorneys had advised it was a serious Bar violation to disburse settlement funds without client approval or closing statements.

30. Despite my protests, the O'Boyle Law Firm continued to file and settle lawsuits on behalf of CAFI and to collect and keep settlement payments. At no time was I ever presented with any form of accounting for legal fees or the disbursement of settlement payments.

31. During the O'Boyle Law Firm's representation of CAFI and me, I was personally present, or present by telephone, at numerous O'Boyle Law Firm meetings. Denise DeMartini, Martin O'Boyle's executive assistant and Director of CAFI, conducted these law firm meetings. During these meetings, and in my presence, many pending cases were discussed. These discussions included the details of cases to which neither CAFI nor I were parties. Denise DeMartini is not a member of the Florida Bar,

32. It became commonplace for Martin O'Boyle to express his opinions and to offer his advice with respect to litigation strategies and on the conduct of CAFI lawsuits as well as the cases of other firm clients. Jonathan O'Boyle actively participated in these discussions and, in my presence, directed the work of O'Boyle Law Firm attorneys and made litigation decisions.

33. During the course of my employment I learned that Martin O'Boyle directed his secretary to file in

excess of 100 public records requests to the Town of Gulf Stream, under the pretense that these were being filed on behalf of CAFI. He also ordered that lawsuits be filed by CAFI against the Town of Gulf Stream. This was done without my authority and litigation was filed over my objection.

34. When I complained about the fact that Martin and Jonathan O'Boyle were not honoring the commitment that I would have sole authority to make public records requests and conduct litigation, I was told by William Ring that this was "the way Big Daddy wants it", i.e., Martin O'Boyle, Otherwise, "Big Daddy will turn-off the spigot of money".

35. Jonathan O'Boyle advised me that he was not a member of the Florida Bar but would be become a member within days, During the five months that I worked with CAFI, Jonathan O'Boyle worked full-time at the O'Boyle Law Firm providing legal advice, directing the administration of cases, and assuming responsibility for cases.

36. The O'Boyle Law Firm and Jonathan O'Boyle prosecuted and filed some cases without my permission and settled some cases without my knowledge or consent.

37. No retainer agreements were ever entered into with me on behalf of CAFI No contingency agreements were entered into with me on behalf of CAFI. No closing statements were ever presented to me and it appears that all monies that were solicited from defendants were paid directly to the O'Boyle Law Firm.

38. Martin O'Boyle, through his entities, funded all of the filing fees and expenses of CAFI as well as the expenses of the O'Boyle Law Finn. CAFI has now

filed scores, if not hundreds, of cases against state and local agencies throughout Florida as well as various state contractors.

39. The employees of all of Martin O'Boyle's entities, including The Commerce Group, Inc., CAFI and the O'Boyle Law Firm were shared. Denise DeMartini and William Ring worked for Martin O'Boyle, CAFI and the O'Boyle Law Firm.

40. Although Martin O'Boyle named Denise DeMartini a director of CAFI, she also directed the operations of the O'Boyle Law Firm and conducted law firm meetings.

41. Denise DeMartini repeatedly stated that CAFI was required to file at least one hundred lawsuits a month; that all lawsuits had to be directed to the O'Boyle Law Firm for prosecution, and; that as my direct supervisor, she would evaluate my performance based upon my ability to deliver a minimum of twenty-five case per week to the O'Boyle Law Firm.

42. Through William Ring, Martin O'Boyle insisted that the O'Boyle Law Firm handle all litigation.

43. Martin O'Boyle told me he had unlimited money to pay filing fees for CAFI cases and I was to file as many cases as possible.

44. When I asked Martin O'Boyle to quantify how many cases he was willing to finance he said it was virtually unlimited. When I again tried to clarify by asking him if he was willing to finance three thousand (3,000) cases in a single year, he said "sure."

45. When I learned it was the policy and practice of the O'Boyle Law Firm to demand settlement of cases against government entities and state contractors

for attorney's fees in excess of the fees actually earned I was livid. In fact, I confronted William Ring, Denise DeMartini and Jonathan O'Boyle in May of 2014 and stated in unequivocal terms that I would resign if it didn't stop.

46. In one telephone conversation with Jonathan O'Boyle I warned him at least six times that I was going to resign and that I objected to Denise DeMartini's demands that I produce 100 cases per month, her control of the O'Boyle Law Firm and the windfall scheme of collecting more monies in attorney's fees from defendants, than had actually been earned.

47. Despite these complaints, William Ring, Denise DeMartini and Jonathan O'Boyle told members of the firm that I had authorized the windfall scheme. When I learned of this I confronted those involved. Nick Taylor, Esquire confirmed that despite my objection, the windfall scheme would continue as firm policy. Shortly thereafter, I announced my resignation.

48. Ryan Witmer and Giovanni Mesa announced they were also going to resign.

49. William Ring announced he was going to become a member of the O'Boyle Law Firm at about that time.

50. After I resigned, Martin O'Boyle contacted me by telephone and demanded that I withdraw an email I had sent to Nick Taylor regarding Jonathan O'Boyle's unlicensed practice of law and Jonathan O'Boyle's authorship of the windfall scheme. During that call, which was my last conversation with Martin O'Boyle, he repeatedly threatened to bring great "unpleasantness" to my life if I failed to renounce my email to Nick Taylor.

51. Thereafter, Martin O'Boyle repeatedly attempted to contact me by telephone and email seeking my assistance to facilitate CAFI in filing additional lawsuits.

52. After resigning from CAFI I sent an email to numerous newspaper and television news reporters announcing my resignation. I copied that announcement to dozens of individuals, including Robert Sweetapple, Esquire, to notify them of my disassociation and disapproval of the O'Boyles and their activities.

53. Within a few days of my resignation from CAFI, I granted an interview with a reporter from the Lakeland Ledger and provided many of the details contained within this affidavit.

54. Prior to emailing Robert Sweetapple, I had never met him, spoken to him, nor had he or any members of his firm contacted me.

55. Prior to my emailing the law firm of Jones Foster, I had never had any contact with Joanne O'Connor, Esquire, or any member of that law firm.

56. My subsequent contact with Robert Sweetapple and Joanne O'Conner was entirely the result of own initiative.

57. I sent my email to Robert Sweetapple because I knew he represented the Town of Gulf Stream, which I believed was being victimized by Martin O'Boyle and the O'Boyle Law Firm and I was concerned that the conduct of Martin O'Boyle and the O'Boyle Law Firm might be illegal and fraudulent.

58. I believed that I had a duty to make all victims, including the Town of Gulf Stream, aware of what I learned during my association with Martin and

Jonathan O'Boyle. For example, Martin O'Boyle's orchestration of more than one hundred public records requests being served upon the Town of Gulf Stream, allegedly under the name of CAFI, but without my authorization; Martin O'Boyle's direction that lawsuits be filed by the O'Boyle Law Firm in the name of CAFI against the Town of Gulf Stream but without my authorization, and; in spite of my objections, Martin O'Boyle's use of CAFI as a weapon in his personal vendetta against the Town.

59. Prior to contacting Robert Sweetapple to make him aware of my concerns regarding Martin and Jonathan O'Boyle's conduct, I met with numerous private attorneys. As a result of those meetings I concluded that I had a duty to disassociate myself from the O'Boyles and to make full disclosure of any illegal and fraudulent activities. I have also contacted numerous other victims and their attorneys to advise them of the conduct of the O'Boyles and to provide them with evidence of such conduct.

60. Before speaking with Robert Sweetapple on the phone I spoke with Joanne O'Connor by telephone and made her aware of the misconduct.

61. I then provided to Robert Sweetapple evidence of what I believe may be fraudulent and criminal conduct as well as a detailed chronology of events.

62. Thereafter, I spoke with Robert Sweetapple and gave him permission to meet with me and to take a voluntary sworn video statement concerning my involvement with Martin O'Boyle, Jonathan O'Boyle, CAFI and the O'Boyle Law Firm.

63. At all times Robert Sweetapple made me aware of the application of the lawyer-client privilege, both as it pertained to CAFI and to me personally, I determined, based upon independent legal advice, that I was fully permitted and had a duty to disclose what I believe to be the criminal and fraudulent conduct of Martin O'Boyle, Jonathan O'Boyle, CAFI and the O'Boyle Law Firm. I also voluntarily waived privileged matters that arose from the joint representation by the O'Boyle Law Firm.

64. In spite of the many contrary assurances made by Martin O'Boyle to me, including the exercise of my independent judgment and meaningful economic resources to be used to promote the public's right to access government records and meeting, in reality CAFI sole purpose is to serve as an exclusive in-house mechanism whereby the O'Boyle Law Firm can generate legal fees by filing hundreds of open government lawsuits.

65. The egregiousness of the scheme was exacerbated by the O'Boyle Law Firm's policy of demanding excessive and unearned legal fees from defendants as a condition of settlement.

66. Simply put, CAFI is a profit-generating scheme funded by Martin O'Boyle to produce fees for his son's legal practice.

67. Allegations that Joanne O'Conner, Robert Sweetapple or their firms purposely solicited and obtained confidential information from me is false. The allegation that this was done to gain an unfair advantage in litigation is further false.

68. The information that I provided to Robert Sweetapple and Joanne O'Connor was not intended

to provide an unfair advantage to the Town of Gulf Stream, but to make the Town and all other victims aware of what I believe to be the fraudulent, criminal and professionally unethical conduct of Martin O'Boyle, Jonathan O'Boyle, CAFI and the O'Boyle Law Firm.

69. Robert Sweetapple and Joanne O'Connor did not solicit privileged information from me. I voluntarily contacted them and made my own determination, after meetings with independent counsel, as to what information and documents to provide to victims,

70. My sole motivation for contacting the media, victims and their attorneys, proving evidence, inviting the taking of my sworn statements and authoring this affidavit is to protect the essential civil right of all Floridians to know what their government is doing in their name and at their expense. It is my considered opinion that the unconscionable conduct of Martin O'Boyle, Jonathan O'Boyle, CAFI and the O'Boyle Law Firm serves as an example of the abuse of our legal system and will be used by opponents of open government as an excuse to limit the public's right to know.

Res.App.13a

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Joel Edward Chandler

SWORN TO AND SUBSCRIBED before me this
27 day of October, 2014.

/s/ Amber C. Kelly

Notary Public

My Commission Expires:

May 31, 2015