

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

DJB RENTALS, LLC,

Plaintiff,

v.

CITY OF LARGO, FLORIDA,

Defendant.

Civil Action No. 8:25-cv-1221

**COMPLAINT FOR CONSTITUTIONAL  
AND CIVIL RIGHTS VIOLATIONS  
DECLARATORY RELIEF REQUESTED,  
DEMAND FOR A JURY TRIAL, AND AS APPLIED  
CHALLENGE TO CONSTITUTIONALITY OF FLA. STAT. § 162.11**

**INTRODUCTION**

1. In 2013, Donald Bourgeois (“Donald”) started DJB Rentals, LLC (“DJB”) to purchase a modest, multi-unit rental property (“Rental Property”) in the City of Largo (“City”). As a former licensed builder and fine woodworker with a degree in architectural engineering, Donald loves working with his hands. He planned to spend his retirement gradually fixing up the Rental Property, which would serve as a reliable revenue stream in his senior years. DJB offered a valuable service in a time of burgeoning housing costs throughout Florida: the Rental Property’s accommodations were simple, but longtime residents appreciated the affordable rents and Donald’s quick attention to maintenance issues.

2. Within just a few years, the City cited DJB for several minor code violations on the Rental Property—there was some rotten wood on the roof soffit and fascia, a tenant’s inoperable car was sitting in the parking lot, the sewer clean-out needed a new cap, and so forth. A City code enforcement officer assured Donald that the City would ultimately forgive the daily accruing fines if the repairs were made. But after DJB invested countless hours and around \$200,000 over several years remedying all the code violations, the City imposed more than \$590,000 in fines, foreclosed on DJB’s Rental Property (by then valued at \$815,000), and auctioned it off for a fraction of its value, leaving DJB insolvent.

3. The City’s financial sanctions against DJB were unconstitutionally excessive in violation of the Excessive Fines Clause and the City violated DJB’s rights to procedural due process, depriving him of an opportunity to challenge the total fines.

## **PARTIES**

4. Plaintiff DJB Rentals, LLC (“DJB”) is a Florida limited liability company with its principal place of business in Pinellas County, Florida. It is solely owned and managed by Donald Bourgeois (“Donald”). DJB is a “person” within the meaning of that term in 42 U.S.C. § 1983.

5. Defendant City is a municipal corporation organized under Florida law and located in Pinellas County, Florida. The City is responsible for

enforcing municipal ordinances and operates a code enforcement program. The City is a “person” and at all times relevant herein acted under color of state law within the meaning of those terms in 42 U.S.C. § 1983.

### **JURISDICTION**

6. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 (civil actions arising under the Constitution and laws of the United States), and 1343 (civil action to redress the deprivation, under color of any State law, statute, ordinance, regulation, custom or usage, of any right, privilege or immunity secured by the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States).

7. There is an actual controversy between the parties such that this Court may declare the rights and other legal relations of the Plaintiff pursuant to 28 U.S.C. § 2201 (Federal Declaratory Judgment Act), whether or not further relief is or could be sought.

### **VENUE**

8. Venue is proper in the Middle District of Florida under 28 U.S.C. § 1391(b).

9. Defendant City is a Florida municipal corporation located within this judicial district and is a resident of this district.

10. All or a substantial part of the events or omissions giving rise to the claims asserted herein occurred, and a substantial part of the property that is the subject of this action is situated, within this judicial district.

**ALLEGATIONS COMMON TO  
ALL COUNTS**

11. Donald, a Boston native, has building in his blood. His father was a fine carpenter and cabinetmaker and he and Donald built their family home in New Hampshire. Donald followed in his father's footsteps, getting a degree in architectural engineering and founding a residential design-build firm in Boston. Donald's son is an architect. Donald has engaged in every aspect of the building process but especially loves working with his hands.

12. Donald's parents retired to Florida a while ago. When his father passed away at the age of ninety, Donald decided to spend more time in Florida to be closer to his mother. As a way to keep himself busy and earn income in his retirement, Donald decided to invest in a rental property.

13. In 2013, Donald started DJB Rentals, LLC, and purchased the Rental Property, located in the City at 570 Clearwater Largo Road, for \$260,000. Donald invested nearly everything he had into the Rental Property.

14. The Rental Property includes a front house and two back buildings, comprising a total of eight rental units, which are mostly studios and one-bedroom apartments.

15. The front house was built in 1918, and the two back buildings were built in 1956. When the two back buildings were constructed, the front house was converted into an apartment building with three separate units.



Front house of the Rental Property

16. At the time, the Rental Property generated about \$2,000 to \$3,000 per month in rental revenue. DJB employed one full-time, onsite property manager to collect rent and respond to tenants' maintenance needs.

17. The Rental Property is located in a low- to moderate-income part of the City that has been undergoing gentrification in recent years.

18. At the time of purchase, the Rental Property required various minor repairs, but the City had not cited or otherwise indicated that the Rental Property was substandard or in violation of any municipal codes.

19. Donald intended to undertake most of the repairs himself, drawing upon his experience as a builder and cabinetmaker.

20. Within a year of buying the Rental Property, Donald obtained a roofing permit and began repairing the roof himself. Six months later, the City revoked the permit because the City required a third-party licensed contractor to conduct the work. At the time, the Rental Property was not generating enough rental revenue to pay for a third-party roofing contractor.

21. About two years later, the City's Municipal Code Enforcement Board ("Board") issued an August 27, 2015, order finding several code violations on the Rental Property as of July 22, 2015. The order instructed DJB to cure the violations by September 3, 2015, or else a \$250 daily accruing fine was set to begin on September 4, 2015. Exhibit A.

22. The notice did not identify the specific violations or indicate how much of the total fine was attributable to each violation. Instead, it vaguely described the violations as:

"STANDARDS FOR REQUIRING BUSINESS TAX RECEIPTS, ISSUING GUIDELINES, TRANSFERRING OF BUSINESS TAX RECEIPTS, AND ISSUING BUSINESS TAX RECEIPTS TO INDEPENDENT CONTRACTORS" / "PMC (EXTERIOR STRUCTURE; ROOFS AND DRAINAGE)" / "PMC (EXTERIOR STRUCTURE;

HANDRAILS & GUARDRAILS)” / “PMC (EXTERIOR STRUCTURE; STAIRWAYS, DECKS, PORCHES & BALCONIES)” / “PMC (PLUMBING SYSTEMS & FIXTURES; PLUMBING SYSTEM HAZARDS)” / “PMC (HEATING FACILITIES; HEAT (SUPPLY) REQUIRED)”/ “PMC (EXTERIOR STRUCTURE; WINDOWS, SKYLIGHTS & DOOR FRAMES)” / “PMC (EXTERIOR STRUCTURE; PROTECTIVE TREATMENT)” / “BUILDING WITHOUT PERMITS” / “INOPERABLE VEHICLE(S) VIOLATION” / “PMC (ELECTRICAL FACILITIES; ELECTRICAL SYSTEM HAZARDS)”

*Id.*

23. Moreover, because the Rental Property was deemed commercial, the City prohibited Donald from undertaking most of the repairs himself. Instead, the City required the work to be completed by third-party contractors, which dramatically increased the cost.

24. DJB was not taking in enough rental revenue to cover the cost of third-party contractors for all the repairs at once.

25. A City code enforcement officer, Pete Jensen (“Jensen”), assured Donald that the fines would be forgiven if he continued making progress on the repairs. Donald relied on this assertion, believing that the fines would be reduced or forgiven, so long as he worked towards remedying all the violations.

26. Jensen also told Donald that the City had previously reduced or forgiven fines for other property owners under similar circumstances.

27. Around the same time, Donald’s mother fell ill and was in and out of the hospital for treatment. Donald spent much of that time period caring for his mother and focusing on her recovery.

28. Some of the code violations could only reasonably be corrected in conjunction with or after other major repairs. For example, it was only feasible to replace rotten wood soffits and trim boards during or after the installation of a new roof.

29. A reinspection on September 4, 2015, revealed that the violations had not yet been remedied.

30. In late September of 2015, DJB hired Baker Roofing, which pulled a permit to complete the roofing work that Donald had started. The final inspection for the roof on the front house of the Rental Property was completed in January of 2016.

31. The Board entered another order on September 24, 2015, which again ordered DJB to cure the violations and pay the \$250 per day fine that had already accrued since September 4, 2015. Exhibit B. The order was recorded on October 1, 2015, at which point it became a lien on the Rental Property by operation of law. Exhibit C.

32. DJB did not appeal the Board's order. Donald's attention was focused on his ailing mother, and he believed that the fines would be forgiven or reduced if the violations were eventually corrected.

33. In early March of 2017, Baker Roofing obtained another permit to replace the roofs on the two additional buildings on the Rental Property. Those roofs passed final inspection at the end of March 2017.

34. Over the next several years, still relying on the code enforcement officer's assurances, DJB invested around \$200,000 dollars and countless hours securing additional permits and performing repairs.

35. DJB worked with the tenant to have their inoperable car removed from the Rental Property.

36. DJB replaced the cap on the sewer clean-out.

37. While DJB continued to bring the Rental Property into compliance, the City's \$250 daily fines continued to accrue.

38. Even after several violations had been cured, the \$250 daily fine continued to accrue. The City never reduced the daily accruing fine.

39. The City never issued any subsequent notices to DJB that the fines were still accumulating.

40. Nor did the City provide any additional opportunities for DJB to challenge or otherwise shrink the daily fine as each repair was made.

41. In August of 2019, another code enforcement officer, Tracey Schofield ("Schofield"), conducted another inspection of the Rental Property and noted violations that had not been corrected. Exhibit D. Although his notes indicated that the newly replaced roof was installed without permits, Schofield later confirmed that he had been incorrect, and the new roof was properly permitted.

42. Schofield's notes also indicated that, other than the inoperable car being removed and the sewer clean out cap replaced, "all other violations still remained ...." *Id.*

43. Schofield's notes did not acknowledge the significant repairs that had been done in connection with the roof replacement on all three buildings. In the process of replacing the roofs, the rotten roof trim and soffits had been replaced.

44. Schofield's notes indicated he had referred to the foreclosure attorney for foreclosure consideration.

45. On or around the August 2019 inspection, Schofield informed Donald for the first time that the second-story deck and stairs attached to one of the buildings on the Rental Property were unpermitted. This violation was not included in the original 2015 notice of violation. Donald had previously been told by the City employee who issued the first roofing permit that there were no outstanding violations on the Rental Property.

46. On or around the August 2019 inspection, a different code enforcement officer, Chase Bergeron, cited DJB for the first time for a fence around the Rental Property that was in disrepair and needed to be replaced. This purported violation was not included in the original 2015 notice of violation.

47. The fence was in disrepair because tenants of an adjacent property, a mobile-home park, placed their trash receptacles along the fence for regular trash pick-up. As the automatic arm on the trash truck reached for the receptacles, it repeatedly bumped the fence, causing significant damage.

48. Donald agreed to replace the fence on the condition that the City would help to ensure that the trash pick-up issue would not cause further damage to the fence.

49. Among the remaining issues identified with the Rental Property was a large shed that exhibited signs of wood rot. In consultation with the City and a third-party contractor, Finest Builders Services, DJB determined that the best course of action was to demolish and remove the shed. Given the age of the shed, it was necessary to obtain an asbestos survey on it prior to demolition.

50. DJB obtained an asbestos survey on the shed.

51. DJB hired Finest Builders Services to complete all remaining repairs. In June of 2020, Finest Builders sought permits to repair and replace any remaining rotten trim, fascia, or soffits, and to demolish and remove the shed. Finest Builders completed that work.

52. DJB also hired Rose Building Contractors to completely replace the allegedly unpermitted deck and stairs, at a cost of approximately \$30,000.

53. DJB also arranged to have a permit pulled on the fence.

54. Like many providers of rental housing at this time, DJB faced enormous financial stressors caused by COVID-related lockdowns and eviction moratoria. Some of DJB's tenants stopped paying rent.

55. Despite DJB's strident, good faith efforts to bring the Rental Property fully into compliance, the fines continued to accrue at \$250 per day. The City never stopped or reduced the fines in response to repairs that Donald made on the Rental Property.

56. And on June 22, 2021—nearly six years after the initial notice of violation—the City initiated foreclosure proceedings on the Rental Property. Exhibit E.

57. By the time the foreclosure proceedings were initiated, the fine had exceeded \$500,000.

58. DJB filed an answer and affirmative defenses to the foreclosure action. Exhibit F. The defenses included unclean hands, estoppel, and doctrine of avoidable consequences. *Id.*

59. In October of 2021, the City moved for summary judgment, alleging entitlement to \$552,500 in fines plus \$250 per day until judgment was entered. The City set the motion for hearing on January 31, 2022. Exhibit G.

60. About two weeks before the hearing, DJB moved for a continuance and to add counterclaims against the City and the Board, alleging violations of

DJB's rights under the Florida Constitution's Excessive Fines Clause and Due Process Clause. Exhibit H–I.

61. DJB also filed an affidavit from Donald, attesting to the misleading statements from Jensen, and asserting that, had Donald known that Jensen's statements were false, he would have arranged to have the work completed earlier by third-party contractors. Exhibit J.

62. DJB's proposed counterclaims alleged that the City had previously engaged in a "revenue-neutral" code enforcement scheme, which included a practice of forgiving or settling fines "for pennies on the dollar." Exhibit K.

63. The trial court granted summary judgment for the City and rejected DJB's requests for a continuance and to add counterclaims. *City of Largo v. DJB Rentals, LLC.*, No. 21-003065-CI (Fla. Cir. Ct. 2022). Exhibits L–N. The court held that DJB owed \$585,500 in fines plus a little under \$5,000 in costs and attorney fees, for a total of \$590,295.

64. DJB moved for reconsideration. Still believing that the City would relent and forgive some of the fines, DJB continued work on the Rental Property while his motion for reconsideration was pending.

65. The trial court denied the motion for reconsideration. The City did not forgive any fines and moved forward with taking the whole property.

66. The final repairs were completed shortly after the motion for reconsideration was denied and while DJB was beginning his appeal.

67. On April 8, 2022, DJB posted a \$50,000 bond to stay execution of the City's judgment pending appeal. Exhibit O.

68. On appeal, Florida's Second District Court of Appeal affirmed on the basis that the constitutional claims were futile because, pursuant to Fla. Stat. § 162.11, DJB's as-applied constitutional challenges must have been brought in an appeal within 30 days of the City's administrative order imposing the fines. Accordingly, the appellate court held, DJB had waived any constitutional arguments regarding the amount or nature of the fine. *See DJB Rentals, LLC v. City of Largo*, 373 So. 3d 405, 414 (Fla. 2d DCA 2023).

69. The appellate court "expresse[d] no opinion on the rectitude of the City's practices or DJB's claims impugning them ...." *Id.*

70. Two months after the appellate court's ruling, and even though all required repairs were done, the City sold the Rental Property at auction to a private buyer for \$99,100. The City imposed no reserve price on the auction.

71. The City retained the \$50,000 bond.

72. All the existing tenants were soon thereafter evicted from the Rental Property.

73. The tax assessed value of the Rental Property at the time of the auction was \$480,000. This year, the Pinellas County tax assessor valued the Rental Property at \$560,000.

74. DJB estimates that the value of the Rental Property was far more than \$480,000 at the time of foreclosure. In February of 2024, DJB had the Rental Property appraised and it was valued at \$815,000. Exhibit P.

75. At the time of the foreclosure, DJB was receiving approximately \$8,000 per month in rental income on the Rental Property.

76. DJB sought review in the Florida Supreme Court, which was denied. *DJB Rentals, LLC v, City of Largo*, No. 2D2022-0693 (Fla. Sup. Ct. 2024).

77. The City pursued DJB for the remainder of the outstanding fine, but DJB was insolvent.

**COUNT I**  
**Excessive Fine**  
**(Eighth and Fourteenth Amendments**  
**of the U.S. Constitution, via 42 U.S.C. § 1983)**

78. DJB realleges and incorporates by reference every allegation set forth in paragraphs 1–77.

79. The Eighth Amendment, which limits the power of the States under the Fourteenth Amendment, prohibits government-imposed fines that are grossly disproportionate to the gravity of the offense. U.S. Const. amend. VIII (“Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.”).

80. The City's fines that totaled \$590,295, were, at least in part, a form of punishment and therefore a "fine" within the meaning of the Excessive Fines Clause.

81. The City's aggregate fine was grossly disproportionate to the gravity of the alleged building code violations, which were nonviolent, noncriminal, and did not endanger tenants.

82. Any potential public threat posed by the code violations on the Rental Property were minimal, which is underscored by the City's six-year delay in moving to foreclose on the lien on the Rental Property.

83. The City's \$590,295 fine was arbitrary and not calculated based on the gravity of the alleged building code violations or the cost of enforcement.

84. Auctioning DJB's valuable property for a fraction of its value, rather than allowing for a fair sale of the property and therefore allowing the sale to clear more of DJB's debt, was a form of financial punishment.

85. Auctioning the property for a fraction of its value was grossly disproportionate to any harm the foreclosure of the property was designed to address.

86. By the actions set forth above, the City has imposed an excessive fine on Plaintiff.

**COUNT II**  
**Failure to Provide Adequate Notice and Hearing**  
**Due Process Clause**  
**(Fourteenth Amendment of the U.S. Constitution via 42 U.S.C. § 1983)**

87. DJB realleges and incorporates by reference every allegation set forth in paragraphs 1–77.

88. The Fourteenth Amendment to the U.S. Constitution provides, “[n]o State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law[.]” U.S. Const. amend. XIV (“Due Process Clause”).

89. DJB is a “person” protected by the Due Process Clause.

90. The City deprived DJB of its property.

91. The City did not provide DJB with an adequate process for reducing the daily fines as he made each repair cited within the code enforcement order.

92. The City misled DJB into believing the fines would be reduced or forgiven and deprived DJB of a fair process, notice, and a meaningful opportunity to challenge the constitutionality of the fines before foreclosure.

93. Florida’s rigid procedural framework under Fla. Stat. § 162.11 requiring appeals within thirty days of the initial fine order deprived DJB of a

meaningful ability to challenge the daily fine whose excessiveness became apparent only after years of accrual.

94. Pursuant to state law, the City treats each day that a violation continues as a “new” violation of the code, which is how the fine may grow for each day that passes. Yet the City does not provide a new notice or new opportunity to be heard for each “new” violation. This violates due process.

95. By the actions set forth above, Defendant has deprived Plaintiff of property without due process of law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff DJB Rentals, LLC, respectfully requests that this Court:

1. Enter judgment in favor of Plaintiff and against Defendant;
2. Issue a declaratory judgment pursuant to 28 U.S.C. § 2211 and Fed. R. Civ. P. 57, that the fines imposed and enforced by the City were unconstitutionally excessive;
3. Issue a declaratory judgment pursuant to 28 U.S.C. § 2211 and Fed. R. Civ. P. 57, that the City deprived DJB of property without due process of law;
4. Enter a judgment for damages under 42 U.S.C. § 1983 for Defendant City’s violation of Plaintiff’s civil rights, in an amount to be determined at trial;

5. Allow a reasonable attorneys' fee costs under 42 U.S.C. § 1988; and
6. Grant any other relief this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

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

DATED: May 13, 2025.

Respectfully submitted,

/s/ Johanna B. Talcott

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