**Fill in this information to identify the case:**

Debtor 1: Fieldstone A&E, LLC

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: Eastern District of Michigan

Case number: 26-48494

# Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Citron Grove Homeowners Association, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor: _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

**Where should notices to the creditor be sent?**

Citron Grove Homeowners Association
Name

BallJanik LLP, Attn. Patrick J. Button
Number Street

201 E. Pine St., #600
City State ZIP Code

Contact phone 407-404-6718

Contact email pbutton@balljanik.com

**Where should payments to the creditor be sent?** (if different)

Name

Number Street

City State ZIP Code

Contact phone

Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 2,000,000.00 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Defect Litigation

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature of property:**
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/06/2026
MM / DD / YYYY

/s/ Jason P. Smalarz
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Jason P. Smalarz
First name | Middle name | Last name

Title: Attorney

Company: Gold, Lange, Majoros & Smalarz, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 24901 Northwestern Hwy., Ste. 444
Number Street

Southfield, MI 48075
City | State | ZIP Code

Contact phone: 248-350-8220 Email: jsmalarz@glmpc.com

ball janik LLP
400 N. Ashley Drive, Suite 2700
Tampa, FL 33602
balljanik.com
t 813.565.7370
f 407.902.2105

August 13, 2026

Nicholas B. Vargo
Brian C. Tannenbaum
Victoria E. Anderson
Abby L. Zielinski
nvargo@balljanik.com
btannenbaum@balljanik.com
vanderson@balljanik.com
azielinski@balljanik.com
813.565.7370

**VIA CERTIFIED MAIL:**
See attached Service List

**NOTICE OF CONSTRUCTION DEFECT CLAIM PURSUANT TO CHAPTER 558, FLORIDA STATUTES**

**RE: CITRON GROVE HOMEOWNERS ASSOCIATION, INC.**

To Whom It May Concern:

We represent Citron Grove Homeowners Association, Inc. ("Association"). The Association operates the Citron Grove townhome community located in Hillsborough County, Florida ("Community"). This letter will serve as the Association's Notice of Claim pursuant to Chapter 558, Florida Statutes, of the existence of design and construction defects in the approximately 9 buildings, containing 60 townhome units, developed and/or constructed by Mattamy Tampa/Sarasota LLC ("Townhomes"), upon which you performed work. **To the extent you relied on subcontractors to complete the construction of the Townhomes, you are vicariously liable for your subcontractors' negligence and building code violations.**

The Association discovered numerous defects and resulting property damage associated with the design and construction of the Community, affecting the common areas of the Townhomes and matters of common interest. Specifically, the Association, through visual and destructive inspection, discovered defects with respect to the exterior walls, windows, sliding glass doors, framing, stucco, roofs, waterproofing, and sitework at the Community.

The defects are systemic, exist Community wide, and are summarized as follows, without limitation:

a. **Roofs**:
   i. Improper installation of roofs;
   ii. Improper installation of roof vents; and
   iii. Improper installation of flashing and roof diverters.
b. **Windows:**

i. Improper design and installation of windows and related components;
ii. Inadequate design and installation of flashing around window perimeters;
iii. Improper design and weatherproofing of windows.

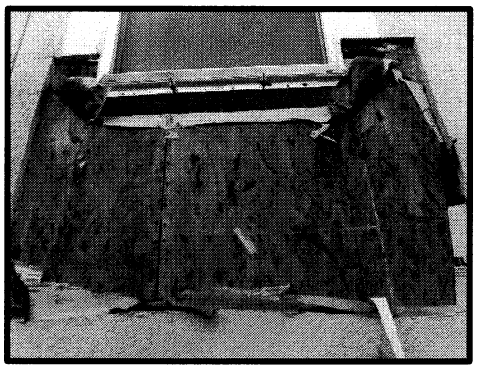
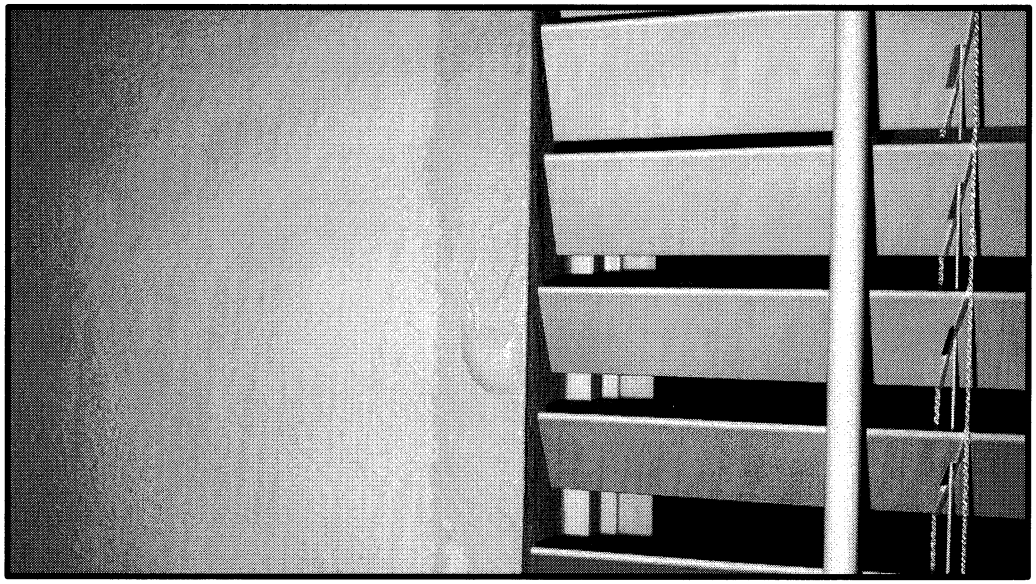
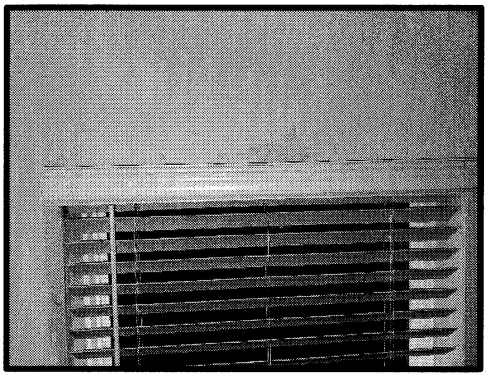
c. **Walls:**
i. Improper design and installation of stucco;
ii. Improper design and installation of wood framing;
iii. Improper design and installation of CMU;
iv. Improper design and installation of paint/sealants;
v. Improper design and installation of weather resistant barrier;
vi. Improper design and installation of siding; and
vii. Improper design and installation of flashing.

d. **Sitework:**
i. Inadequate stormwater management;
ii. Improper design and installation of irrigation system; and
iii. Improper site grading.

The defects constitute violations of, among other things, applicable building codes, manufacturer's recommendations, and standards in the industry. Further, the defects are causing damage to the roofs, walls, drywall, paint, sheathing, framing, grading, drainage, other work of other trades, and other components of the building. The defects are significant and widespread, such that their locations cannot be identified with more particularly other than to state the defects are systemic and exist throughout all of the Townhomes. Exemplar photographs depicting the damage uncovered during destructive testing performed by the Association and its consultants are included below:






Pursuant to Chapter 558, Florida Statutes, the Association expects you to contact the undersigned counsel to schedule a mutually convenient time for inspections which are to occur **within fifty (50) days** after receipt of this Notice of Claim. Additionally, **within thirty (30) days** after receipt of this Notice of Claim, you should forward a copy of this

Notice of Claim to each contractor, subcontractor, supplier, design professional, or consultant whom you reasonably believe is responsible for each defect specified above and shall note the specific defect for which you believe the particular contractor, subcontractor, supplier, design professional, or consultant is responsible.

The Association expects you, **within seventy-five (75) days** after receipt of this Notice of Claim, to serve a written response to the undersigned, providing the following:

a. A written offer to remedy the alleged defects at no cost to the Association, a detailed description of the proposed repairs necessary to remedy the defects, and a timetable for the completion of such repairs;

b. A written offer to compromise and settle the claim by monetary payment, which will not obligate the person's insurer and a timetable for making payments;

c. A written offer to compromise and settle the claim by combination of repairs and monetary payment that will not obligate the person's insurer, and that includes a detailed description of the proposed repairs and a timetable for completion of such repairs and making payments;

d. A written statement that the person disputes the claim and will not remedy the alleged defects or comprise and settle the claim; or

e. A written statement that a monetary payment, including insurance proceeds, if any, will be determined by the person's insurer within thirty (30) days after notification to the Insurer by means of forwarding the claim which, notification shall occur at the same time the Association is notified of this settlement option, which the Association can accept or reject. A written statement under this paragraph may also include an offer under Paragraph (c) above, but such offer shall be contingent upon the Association also accepting the determination of the insurer whether to make any monetary payment, in addition thereto. If the insurer of the person receiving the claim makes no response within the 30 days following notification, then the Association shall be deemed to have met all conditions precedent to commencing an action.

**Association's Request to Provide All Available Discoverable Records**

You are hereby notified not to destroy, conceal, or alter any paper or electronic files, or any other information generated by and/or stored on any computer system or any storage media in your possession, custody, or control, including the possession, custody, and control of affiliated companies that were involved in the development, construction, management, and sale of the Townhomes or Community in any manner. Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond

what may be found in printed documents. Therefore, even where a paper copy exists, you must maintain all documents in their electronic form along with metadata or information about those documents contained on the media. **The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence**. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, you must take every reasonable step to preserve this information until the final resolution of this matter. You have an obligation to discontinue all routine document and data destruction. You should also save all documents and electronic data created after you receive this letter.

Pursuant to section 558.004(15), Florida Statutes, this Notice of Claim also serves as a request for you to produce all of your records related to your services at the Project. **Failure to comply with this request within the time period provided by Section 558.004(15), Fla. Stat. may result in sanctions against you in subsequent litigation.** The Association will pay the reasonable costs of reproduction for any of the foregoing materials. The discoverability and admissibility of any materials shared with this Notice of Claim or in response to the above request shall be governed by section 558.004(15), Fla. Stat. **The request includes, but is not limited to:**

a. All design plans, specifications, and as-built plans;

b. All photographs and videos of the alleged defects identified in this Notice of Claim;

c. Expert reports that describe any and all of the defects specified in this Notice of Claim and any reports attached hereto;

d. All subcontracts for work performed or materials supplied with regard to each item described in this Notice of Claim and any report attached hereto;

e. All purchase orders for any and all the items described in this Notice of Claim and any reports attached hereto;

f. Maintenance records and all other documents related to the discovery, investigation, causation, and extent of all the items described in this Notice of Claim and any reports attached hereto; and

g. All information received by the you as a result of its forwarding of a copy of this Notice of Claim to any person or entity, whom you reasonably believe is responsible for each defect specified in this Notice of Claim.

**Association's Request to Mediate and/or Arbitrate**

To the extent required by any governing documents and/or contract, please consider this letter the Association's formal request and demand to try and resolve this dispute through

mediation within the time frames set forth within the governing documents and/or contract. Additionally, if you contend that this claim is subject to any arbitration provision, we demand that you notify the Association of each agreement that you contend govern this claim and that you provide copies of each such agreement **within thirty (30) days**. If you fail to comply with this request, we will consider such failure a waiver of any such mediation or arbitration requirement.

**Association's Demand for Insurance Information**

Pursuant to Section 627.4137, Florida Statutes and/or Section 626.9372, Florida Statutes the Association demands that you:

1. immediately forward this request for information to all affected insurers;

2. direct the insurers to supply the information required by § 627.4137, Fla. Stat. and/or § 626.9372, Fla. Stat. to our office within 30 days of receipt of this Notice of Claim, and

3. disclose the name and coverage of each known insurer to our office within 30 days of receipt of this Notice of Claim.

Based upon the foregoing, demand is hereby made that you contact the undersigned to discuss the opportunity to cure the defects or for payment of the Association's damages. The Association intends to commence legal action against you if the defects and the resulting damage cannot be corrected without legal action.

We look forward to receiving your response.

Sincerely,

*/s/ Victoria E. Anderson*
Victoria E. Anderson

VEA/mds

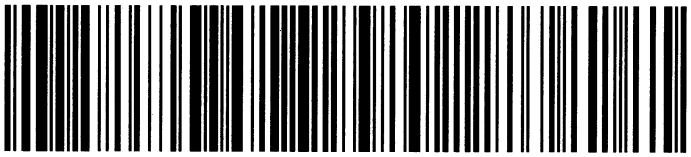
cc: Phillip Joseph
Evan Small
Nicholas B. Vargo
Brian C. Tannenbaum
Abby L. Zielinski
Client

**SERVICE LIST**

| | |
|---|---|
| **FIELDSTONE A&E, LLC, D/B/A FIELDSTONE ARCHITECTURE & ENGINEERING**<br>c/o Registered Agent<br>Daniel Langefels<br>12906 Tampa Oaks Blvd, Ste 150<br>Tampa, FL 33637 | **FIELDSTONE A&E, LLC, D/B/A FIELDSTONE ARCHITECTURE & ENGINEERING**<br>3400 Auburn Rd, Ste 200<br>Auburn Hills, MI 48326 |

Ball Janik LLP

USPS CERTIFIED MAIL

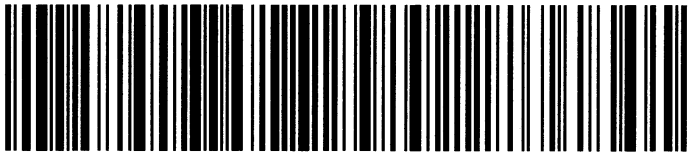


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FIELDSTONE A&E, LLC, D/B/A
FIELDSTONE ARCHITECTURE &
ENGINEERING
C/O REGISTERED AGENT
DANIEL LANGEFELS
12906 TAMPA OAKS BLVD, STE 150
TAMPA, FL 33637

Ball Janik LLP

USPS CERTIFIED MAIL



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