

# COUNTY COURT COMPLAINT — NEW WESTERN / 7206 Whalens Hideaway

**Court:** Hillsborough County Court **Venue:** Plant City, FL (where contract was signed) **Limit:** \$30,000

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## PLAINTIFF INFORMATION

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Field	Value
<b>Name</b>	Chad Rogers
<b>Entity</b>	CFR Investments LLC
<b>Address</b>	4921 W Sam Allen Rd, Plant City, FL 33565
<b>Phone</b>	813-810-2287
<b>Email</b>	chad@cfrfl.com

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## DEFENDANTS

**Defendant 1:** - **Name:** New Western (Tampa Office) - **Entity Type:** Corporation / Real Estate Brokerage - **License:** BO2030270 - **Address:** 600 N Westshore Blvd, Suite 650, Tampa, FL 33609 - **Phone:** 813-957-9010

**Defendant 2:** - **Name:** Nick Balzano - **Entity Type:** Individual / Real Estate Broker - **License:** BK3416895 - **Address:** 600 N Westshore Blvd, Suite 650, Tampa, FL 33609 - **Phone:** 516-695-4122

**Defendant 3:** - **Name:** Tyler Sheffield - **Entity Type:** Individual / Real Estate Agent - **Address:** 600 N Westshore Blvd, Suite 650, Tampa, FL 33609 - **Phone:** 352-342-2790

**Defendant 4:** - **Name:** Alex Kay - **Entity Type:** Individual / Loan Officer (Sherman Bridge) - **Company:** Sherman Bridge / Kiavi - **Email:** alex.kay@shermanbridge.com - **Phone:** (to be determined)

**Defendant 5:** - **Name:** Sherman Bridge Lending, LLC - **Entity Type:** Mortgage Lender - **Affiliation:** Affiliated with New Western per Section 8(i) of contract - **Address:** 600 N Westshore Blvd, Suite 650, Tampa, FL 33609

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## STATEMENT OF CLAIM

**Count I — Fraudulent Misrepresentation**

1. On January 29, 2026, Plaintiff entered into a Purchase and Sale Agreement with Defendant New Western (acting through Pinellas Equities, LLC) for property located at 7206 Whalens Hideaway St, Holiday, FL 34691.
2. Prior to signing, Plaintiff was provided a loan estimate of approximately \$18,000 cash-to-close by Defendant's affiliated lender, Sherman Bridge.
3. On February 25, 2026 (one day before closing), Plaintiff was informed the cash-to-close was now \$32,000 to \$42,000 — a 78% increase from the original estimate.
4. When confronted, Defendant Tyler Sheffield stated in writing: "Alex isn't apart of New Western he is Sherman bridge that is a different company."
5. This statement was FALSE. The Purchase and Sale Agreement, Section 8(i), explicitly discloses "common ownership and corporate officers between Seller, New Western, Spartan Title, and Sherman Bridge."
6. Defendants knew or should have known the statement was false when made.
7. Plaintiff reasonably relied on Defendants' representations in committing \$7,500 earnest money deposit.
8. As a direct result of Defendants' fraudulent misrepresentation, Plaintiff has suffered damages in the amount of \$7,500.

**Count II — Violation of FDUTPA (Florida Deceptive and Unfair Trade Practices Act)**

9. Plaintiff repeats and realleges paragraphs 1-8 as if fully set forth herein.
10. Defendants' conduct constitutes "unfair or deceptive acts or practices" in the conduct of trade or commerce, in violation of Section 501.204, Florida Statutes.
11. Specifically, Defendants:
  - a. Provided materially inaccurate loan estimates to induce Plaintiff into contract
  - b. Delayed inspection until day before closing to conceal true costs
  - c. Actively misrepresented corporate affiliations to hide conflicts of interest
  - d. Engaged in a "bait and switch" scheme with non-refundable deposit
12. As a result, Plaintiff is entitled to damages pursuant to Section 501.211(2), Florida Statutes, which provides for recovery of actual damages plus attorney's fees.

**Count III — Breach of Implied Covenant of Good Faith and Fair Dealing**

13. Plaintiff repeats and realleges paragraphs 1-12 as if fully set forth herein.

14. Every contract contains an implied covenant of good faith and fair dealing.
15. Defendants breached this covenant by:
  - a. Intentionally delaying inspection until day before closing
  - b. Failing to disclose rural designation until it was too late to cure
  - c. Actively concealing affiliated lender relationship
  - d. Making false statements about corporate affiliations
16. As a direct result, Plaintiff has suffered damages.

**Count IV — Negligent Misrepresentation (Against Alex Kay and Sherman Bridge)**

17. Plaintiff repeats and realleges paragraphs 1-16 as if fully set forth herein.
18. Defendant Alex Kay, acting as loan officer for Defendant Sherman Bridge, provided Plaintiff with a written loan estimate stating cash-to-close of approximately \$18,000.
19. This estimate was provided to induce Plaintiff to enter into the Purchase and Sale Agreement and commit earnest money funds.
20. Defendant Alex Kay knew or should have known the estimate was inaccurate at the time it was provided.
21. The actual cash-to-close required was \$32,000 to \$42,000 — more than 78% higher than the estimate provided.
22. Defendant Alex Kay and Sherman Bridge failed to conduct proper due diligence before providing the estimate, including but not limited to:
  - a. Failure to timely inspect the property for rural designation
  - b. Failure to accurately calculate closing costs
  - c. Failure to disclose affiliated business arrangements
23. Plaintiff reasonably relied on the loan estimate in deciding to commit \$7,500 earnest money.
24. As a direct result, Plaintiff has suffered damages in the amount of \$7,500.

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**DAMAGES CLAIMED**

Category	Amount
<b>Actual Damages</b>	\$7,500.00
<b>FDUTPA Treble Damages</b> (501.211(2))	\$7,500.00
<b>Punitive Damages</b> (bad faith conduct)	\$7,500.00
<b>Total</b>	<b>\$22,500.00</b>

**All defendants jointly and severally liable.**

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## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Enter judgment in favor of Plaintiff and against all Defendants (New Western, Nick Balzano, Tyler Sheffield, Alex Kay, and Sherman Bridge Lending, LLC), jointly and severally, in the amount of \$22,500.00;
  2. Award Plaintiff reasonable attorney's fees and costs pursuant to Section 501.2105, Florida Statutes;
  3. Award such other and further relief as this Court deems just and proper.
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## **WHERE TO FILE**

**Hillsborough County Clerk of Court Plant City Courthouse Address:**  
301 N Michigan Ave, Plant City, FL 33563 **Phone:** (813) 276-8100 **Hours:**  
Mon-Fri 8am-5pm

**E-Filing Portal:** <https://www.myflcourtagency.com>

**Alternative Location (if Plant City doesn't accept new filings): Hillsborough County Courthouse Address:** 800 E Twiggs St, Tampa, FL 33602  
**Phone:** (813) 276-8100

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## **FILING REQUIREMENTS**

Item	Cost
Filing Fee (County Court)	~\$300-400
Summons Fee (per defendant)	~\$10 each x 5 = \$50
Service of Process	~\$40-60 per defendant x 5 = \$200-300
E-Filing Technology Fee	\$2.50

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**Total Estimated Filing Costs:** \$550-750

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## **DOCUMENTS TO ATTACH**

- Statement of Claim (this document)
- Copy of Purchase and Sale Agreement

- Copy of Tyler's text denying affiliation
  - Copy of original loan estimate from Alex Kay (~\$18K)
  - Copy of final closing disclosure (\$32K+)
  - Copy of Feb 2, 2026 email notifying them lender needed access
  - FREC Complaint confirmations (3 filed)
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## **AFTER FILING**

1. **Serve All 5 Defendants** — Use e-service through portal or process server
  2. **File Proof of Service** — Within 20 days of service
  3. **Wait for Response** — Defendants have 20 days to answer
  4. **Discovery** — Request documents, interrogatories from all defendants
  5. **Mediation** — Required in most Florida counties before trial
  6. **Trial** — If no settlement
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**PREPARED:** February 27, 2026 **COURT:** Hillsborough County Court, Plant City, FL **DEFENDANTS:** 5 (New Western, Nick Balzano, Tyler Sheffield, Alex Kay, Sherman Bridge)