

# 2026 Florida Middle School Mock Trial Competition



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The 2026 Florida Middle School Mock Trial Case is an adaptation of a past high school mock trial case. The case materials were created by Stephen Renick, Esquire, with assistance from previous high school and college mock trial students Fernando Yzquierdo and Sebastian Aviles. Editing and formatting assistance provided by former Florida Southern College pre-law students Lawton Bauer and Solana Millik.

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Questions, please contact [apitts@flsouthern.edu](mailto:apitts@flsouthern.edu).

## CODE OF ETHICAL CONDUCT

The purpose of the Florida Middle School Mock Trial Competition is to stimulate and encourage a deeper understanding and appreciation of the American legal system and the administration of justice by providing students the opportunity to participate actively in the legal process. Other important objectives include improving proficiency in public speaking, listening, reading, and reasoning skills; promoting effective communication and cooperation between the educational and legal communities; providing an opportunity to compete in an academic setting; and promoting tolerance, professionalism, and cooperation among young people of diverse interests and abilities.

As a means of diligent application of the Mock Trial Competition's Rules of the Competition, the Mock Trial Advisory/Policy Committee has adopted the following Code of Ethical Conduct for all participants.

1. Team members promise to compete with the highest standards of ethics, showing respect for their fellow team members, opponents, judges, evaluators, attorney coaches, teacher coaches, and mock trial personnel. All competitors will focus on accepting defeat and success with dignity and restraint. Trials will be conducted honestly, fairly, and with the utmost civility. Members will avoid all tactics they know are wrong or in violation of the rules, including the use of unfair extrapolations. Members will not willfully violate the rules of the competition in spirit or in practice.
2. Teacher coaches agree to focus attention on the educational value of the Mock Trial Competition. They shall discourage willful violations of the rules. Teachers will instruct students as to proper procedure and decorum and will assist their students in understanding and abiding by the competition's rules and this Code of Ethical Conduct.
3. Attorney coaches agree to uphold the highest standards of the legal profession and will zealously encourage fair play. They will promote conduct and decorum in accordance with the competition's rules and this Code of Ethical Conduct. Attorney coaches are reminded that they are in a position of authority and thus serve as positive role models for the students.
4. All participants (including observers) are bound by all sections of this code and agree to abide by the provisions. Teams are responsible for ensuring that all observers are aware of the code. Teams will receive scores on ethical conduct during each round.
5. Staff and Mock Trial Advisory Committee members agree to uphold the rules and procedures of the Mock Trial Competition while promoting ethical conduct and the educational values of the program.

## TRIAL OVERVIEW

- I. The presiding judge will ask each side if they are ready for trial.
- II. Presiding judge announces that all witnesses are assumed to be sworn. Ask teams if there are any preliminary matters (not motions) that need to be addressed.
- III. Opening Statements - no objections allowed. No rebuttals allowed.
- IV. Cases presented. See Rules for the trial sequence and time limitations.
- V. Closing Statements - no objections allowed. An optional rebuttal, (up to 1 minute) will be permitted for the Prosecution/Plaintiff.
- VI. No jury instructions need to be read at the conclusion of the trial.  
Judges should complete score sheets **before** debriefing.
- VII. If a material rules violation is entered, teams will not complete forms but rather will prepare and present arguments. The presiding judge will follow the rules for this type of dispute.
- VIII. Critique **JUDGES DO NOT ANNOUNCE SCORES OR PERFORMANCE DECISIONS!**
- IX. **ALL DECISIONS OF THE JUDGES ARE FINAL.**

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE, INC.,  
A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**COMPLAINT**

Now comes Plaintiff, COLLYMORE WILDLIFE PRESERVE, INC., and sues the Defendant, HOLK FARMS, LLC (“Defendant”) and alleges:

1. Plaintiff, COLLYMORE WILDLIFE PRESERVE (“Preserve”) is a Florida Corporation and wildlife nature preserve located and doing business in Summercreek County, Florida.
2. Defendant, HOLK FARMS, LLC (Holk Farms) is a Florida corporation located within Summercreek County, Florida.
3. This court has jurisdiction pursuant to F.S. §25.012(2)(a).
4. Venue is proper pursuant to §§47.011 and 47.051, Florida Statutes, because the cause of action accrued in Summercreek County and because the defendant engaged in wrongful acts or omissions which combined to produce injury to the lands of the Plaintiff.

**STATEMENT OF FACTS**

5. At all times material hereto, the Preserve was located and still is located at the bottom of Moore Hill located in Summercreek County.

6. The Preserve is a well-established, family-owned business in Summercreek, Florida. The Preserve contains a variety of nature trails and offers riverboat tours of the Summercreek Marshlands (“Marshlands”).
7. At all times material hereto, the water from the Marshlands provided income to the Plaintiffs, as well as water to the animals on the Preserve.
8. At all times material to this matter, Defendant’s property was and is still located at the top of Moore Hill, and utilizes water from the Marshlands for use on Defendant’s property.
9. At the beginning of 2023, Defendant’s property owners left the County of Summercreek, and ceased using the property for business or agricultural purposes. Defendant’s property owners returned on or about May 2023 and restarted their agricultural business in August 2023.
10. The Plaintiff, based upon information obtained, alleges that beginning in June of 2023, the Defendant, in violation of applicable ordinances, began utilizing fertilizer that, along with other chemicals, contained nitrogen, phosphorus, and mercury.
11. During the summer months of 2023, Summercreek County experienced heavy rainfall in the form of frequent storms, including Hurricane Annette, which damaged the Summercreek County area.
12. In September 2023, the Marshlands experienced algae blooms that interfered with flora and fauna in such a way that the algae blooms caused the deterioration of plants on the Plaintiff’s property, as well as the death of animals on the Plaintiff’s property, and the death of the wildlife on the Plaintiff’s Wildlife Preserve.

### **COUNT I: NEGLIGENCE**

13. The Plaintiffs re-allege paragraphs 1 – 12, above, as fully set forth herein.
14. At all times material hereto, Defendant Holk Farms had a duty to operate their business in a reasonably careful and safe manner, including but not limited to not utilizing chemicals on their property that could cause injury to the property of others.
15. At all times material hereto, Defendant Holk Farms breached that duty by utilizing fertilizer that the defendant knew, or should have known, caused algal blooms in the water.
16. As a direct and proximate result of the breach of this duty by the Defendant, the Plaintiff, Collymore Preserve, sustained damages and injuries to their property, including the loss of animal life, and loss of income to the Plaintiff's business.
17. The losses suffered by the Defendant are either permanent or continuing, and the Defendant will suffer the losses in the future.

WHEREFORE, the Plaintiff demands judgment for any and all compensatory damages allowable by law against the Defendant, Holk Farms, together with any and all post-judgment interest, and taxable costs allowable by law.

### **COUNT II: NEGLIGENCE PER SE**

18. Paragraphs 1 through 12 are re-alleged and incorporated herein by reference.
19. At all times material hereto, the Defendants were subject to the Summercreek County Fertilizer Ordinance.
20. The Summercreek County Fertilizer Ordinance is a safety ordinance that is intended to protect Florida's wildlife, businesses, as well as the general public from harm caused by nitrogen, phosphorus, and mercury-based fertilizers.

21. At all times material hereto, the defendant had a duty to comply with Summercreek County Fertilizer Ordinance.
22. The Defendant failed to comply with and violated the Summercreek County Fertilizer Ordinance by, among other things, failing to implement sufficient restrictions and precautions in place to protect the Marshlands from fertilizer runoff.
23. Furthermore, the Defendant violated the aforementioned ordinance by improperly spreading fertilizer on August 3, 2023, when Summercreek County was under a tropical storm warning, and/or Summercreek County was expected to be impacted by a tropical storm or hurricane within 5 days.
24. The Plaintiff, as a business owner, is part of the class that the Summercreek County Fertilizer Ordinance was intended to protect.
25. As a result of the foregoing, the fertilizer used by Defendant washed onto Plaintiff's property after excessive rainfall and contaminated the Plaintiff's water supply.
26. As a result of the aforementioned actions by the Defendant, animals owned by the Plaintiff, and utilized by the Plaintiff as part of their business and Defendant's business were injured or died causing harm and damages to the Plaintiff's business.
27. The acts and/or omissions of Defendants and/or its agents and employees caused the type of harm that the Summercreek County Fertilizer Ordinance was intended to prevent.
28. As a direct and proximate result of the Defendant's violation of the Summercreek County Fertilizer Ordinance, the Plaintiff sustained past damages and will continue to sustain damages in the future.

WHEREFORE, Plaintiff hereby demands the following:

1. Past damages of at least 1 million dollars;
2. Such other relief as the Court may deem just, equitable, and proper

3. Plaintiff demands a jury trial for all matters set forth in this Complaint

RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of October, 2023.

*Mickey Haller*

Mickey Haller, Esquire  
The Lincoln Law Group  
1288 Main Street  
Summercreek, Florida 33333-3333  
Fla. Bar No. xxxxxxxx

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
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**COLLYMORE WILDLIFE PRESERVE, INC.,  
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Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
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Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**ANSWER**

COMES NOW, Defendant, Holk Farms, by and through its undersigned counsel, hereby files this Answer to the Complaint filed by Collymore Wildlife Preserve, Inc., and hereby responds as follows:

1. Admitted
2. Admitted
3. Admitted
4. Admitted
5. Admitted
6. The Defendant lacks the knowledge to admit or deny
7. The Defendant lacks the knowledge to admit or deny
8. Denied
9. Admitted
10. Denied

11. Admitted
12. The Defendant lacks the knowledge to admit or deny
13. Admitted
14. The Defendant admits to having a duty but denies any breach of duty
15. Denied
16. Denied
17. Denied
18. The Defendant lacks the knowledge to admit or deny.
19. Denied
20. Admitted
21. Denied
22. Denied
23. The Defendant admits to spreading fertilizer on its property on August 3, 2023, but  
denies that this was improper.
24. Denied
25. Denied
26. Denied
27. Denied
28. Denied

**AFFIRMATIVE DEFENSES**

1. At no time did the Defendant violate any regulation, statute, or ordinance that would give rise to this cause of action.
2. Assuming the Defendant violated the ordinance in question, the violation of said ordinance was not the proximate cause of the Plaintiff's damages.
3. The damage that the Plaintiff is alleging was primarily caused by its own negligence, and not the violation of any statute, rule, or ordinance, and any judgment against the Defendant should be reduced accordingly.

I hereby certify that a copy hereof has been furnished to Plaintiff's attorney via email or service portal this 15th, day of October, 2023.

*Jake Brigance*

Jake Brigance, Esquire  
Attorney for Defendant  
Law Office of Jake Brigance  
177 North Main Street  
Summercreek, Florida 33333

## STIPULATIONS

1. There is no issue of jurisdiction, venue, service of process, property of parties, or ownership or control of the premises.
2. The applicable law is contained in the jury instructions.
3. The relief sought by Plaintiff is available under the governing and controlling law to a person who proves entitlement to such relief.
4. The exhibits are true and accurate copies, and their authenticity may not be challenged. However, other objections to the relevance and/or admissibility of the documents can still be argued in accordance with the applicable Rules of Evidence.
5. All signatures on letters, witness statements and other documents are authentic. Any texts or emails are presumed to be authentic.
6. The Court's instructions on the law are accurate in all respects; no objections to the jury instructions will be entertained.
7. All causes of action have been filed within the limitations period. There is no defense based upon the statute of limitations.
8. Whenever a rule of evidence requires that reasonable notice be given, it has been given.
9. The trial has been bifurcated. This means that you will be trying the matter solely on the issue of liability. If the jury finds that the defendant is liable, a second proceeding would occur to determine the amount of damages.

10. Harley McKenna and Dr. Skylar Foley are stipulated as expert witnesses.
11. Witness statements, with the exception of Dr. Skylar Foley, were taken in 2024. Dr. Skylar Foley's statement was taken in March 2025.
12. All witness statements were taken under oath. "Chain of Custody" for evidence is not in dispute.
13. Stipulations cannot be contradicted or challenged.
14. Any examination, analysis, or experiment conducted by any expert witness is presumed to have been conducted consistent with generally accepted scientific principles pertaining to the field of expertise of the witness.
15. Both maps depicting the path of Hurricane Annette are considered issued by a recognized weather service or news source as defined in the Summercreek County Fertilizer Ordinance.
16. Witnesses are assumed to be constructively sequestered during trial, with the exception of party opponents and expert witnesses.

**WITNESS LIST**

The following witnesses are available and **must** be called by the parties:

**For the Plaintiff**

Ellis Collymore  
Harley McKenna  
Regan Holk

**For the Defendant**

Bobbie Holk  
Dakota Bryant  
Dr. Skyler Foley

*\*All witnesses may be female or male.*

*\*\*All witnesses must be called.*

**EXHIBITS AVAILABLE TO BOTH PARTIES**

The parties have stipulated the authenticity of the trial exhibits listed below. The court will, therefore, not entertain objections to the authenticity of these trial exhibits. The parties have reserved any objections to the admissibility of any of these exhibits until the trial of the above-captioned matter. The trial exhibits may be introduced by either the Plaintiff or the Defendant, subject to the Rules of Evidence and stipulations of the parties contained in the materials. The exhibits are pre-marked and are to be referred to by number, as follows:

<b><u>Exhibit No.</u></b>	<b><u>Exhibit Description</u></b>
1	Map of Holk Farms and Collymore Preserve
2	National Hurricane Forecasting Institute Forecast of Hurricane Annette
3	WAKY TV Channel 1 Forecast of Hurricane Annette
4	Example of an intact retaining wall
5	Photo of Holk Farm’s retaining wall
6A	Holk Farm Fertilizer Purchases April 2023
6B	Holk Farm Fertilizer Purchase May 2023
6C	Holk Farm Fertilizer Purchase June 2023
6D	Holk Farm Fertilizer Purchase July 2023
7A	Malorganite Fertilizer Buckets (Photo)
7B	Logo on Malorganite Bucket (Photo)
7C	Information on Back of Malorganite Fertilizer Bucket (Photo)
8	Text Messages Between Regan Holk and Ellis Collymore
9	Text Messages Between Bobby Holk and Regan Holk
10A	Gas Chromatograph Results of Water Samples from Holk Farms and Collymore Preserve
10B	Gas Chromatograph Results of Clean Water and Malorganite Fertilizer
11	Memorandum from Bobby Holk to Employees

**SUMMERCREEK COUNTY FERTILIZER  
ORDINANCE 17-235**

**PURPOSE**

As a result of impairment to Summercreek County’s waterways caused by excessive nutrients, or as a result of increasing levels of nitrogen, phosphorus, and/or mercury in waterways within the boundaries of Summercreek County, the governing body of Summercreek County has determined that the use of fertilizers within county borders creates a risk of contributing to adverse effects on Florida waterways. This Ordinance regulates the proper use of fertilizers to protect the environmental, recreational, cultural, and economic well-being of Summercreek County residents, the health of the public, and the integrity of Summercreek County’s wildlife.

**DEFINITIONS**

For this Ordinance, the following terms shall have the meanings set forth in this section.

- (1) **“Application”** or **“Apply”** means the actual physical deposit of fertilizer to turf and/or landscape plants and/or crops.
- (2) **“Fertilizer”** means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
- (3) **“Person”** means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
- (4) **“Prohibited Application Period”** means the time during which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for Summercreek County, issued by a recognized weather service or news source, or if heavy rain is likely.
- (5) **“Heavy rain”** includes rainfall greater than or equal to 4 inches in a 24-hour period.
- (6) **“Waterway”** means any pond, stream, canal, water course, lake, or wetland.

**I. TIMING OF FERTILIZER APPLICATION**

1. No applicator shall apply fertilizers containing nitrogen, phosphorus, and/or mercury to turf and/or landscape plants during a Prohibited Application Period.
2. Summercreek County does not prohibit the application of fertilizer during Florida's summer rainy season (typically spanning between June 1 and September 30). However, applicators must take sufficient measures to protect nearby waterways if fertilizer application is planned during this time.
3. No application of fertilizer is allowed under this ordinance under the following circumstances:
  - a. When Summercreek County is reasonably expected to receive at least 4 inches of rain in a 24-hour period that is forecasted within a 7-day period.
  - b. When a tropical storm or hurricane, forecasted by a recognized weather service or news source, is reliably forecasted to affect Summercreek County within 5 days or;
  - c. When Summercreek County is under a hurricane warning issued by a recognized weather service or news source.

## **JURY INSTRUCTIONS**

The claims and defenses in this case are as follows: The Plaintiff, Collymore Preserve, claims that Defendant, Holk Farms, was negligent in maintaining their property, and/or violated the Summercreek County Fertilizer Ordinance, which caused injury and damages to the Plaintiff.

Defendant, Holk Farms, denies both claims, and also claims that even if there was a breach of duty, the Defendant's actions were not the proximate cause of the Plaintiff's damages. The Defendant claims it was the Plaintiff's own actions that caused any injury or damages to the Plaintiff's property. The parties must prove their claims by the **greater weight of the evidence**. I will now define some of the terms you will use in deciding this case.

### **Negligence**

Negligence is the failure to use reasonable care, which is the care that a reasonably careful person would use under like circumstances. Negligence is doing something that a reasonably careful person would not do under like circumstances or failing to do something that a reasonably careful person would do under like circumstances.

### **Negligence Per Se:**

Violation of a statute or ordinance is negligence. If it is determined that the Defendant, who is claimed to have been negligent, violated said statute or ordinance and that violation was a legal cause of Plaintiff's injury or damages, then the Defendant is liable for negligence.

### **Legal Cause**

Negligence is a legal cause of the Plaintiff's injuries and/or damages if it directly and in natural and continuous sequence produces or contributes substantially to producing such damages so that it can be reasonably said that, but for the negligence, the injuries or damages would not have occurred.

To be regarded as a legal cause of injury, negligence need not be the only cause. Negligence may be a legal cause of the injuries even though it operates in combination with the act of another, some natural cause, or some other cause if the negligence contributes substantially to producing such injuries or damages.

### **Burden of Proof**

If the greater weight of the evidence does not support Plaintiff's claim, your verdict should be for Defendant on that claim. The issue you must decide on Plaintiff's claim against Defendant is whether Defendant was negligent, and, if so, whether that negligence was a legal cause of the Plaintiff's injuries or damages. Plaintiff has the burden to prove his claim by the greater weight of the evidence.

If, however, the greater weight of the evidence supports Plaintiff's claim, then you shall consider the defenses raised by Defendant. On Defendant's affirmative defense, you must determine whether the Plaintiff's own actions were the legal cause of the Plaintiff's own injury or damage. If the greater weight of the evidence shows that both Plaintiff and Defendant were negligent and that the negligence of each contributed as a legal cause of the loss, injury or damage sustained by the Plaintiff, you should decide and write on the verdict form what percentage of the total negligence of both parties to this action you apportion to each of them. The Defendant has the burden to prove this affirmative defense by the greater weight of the evidence.

### **Greater Weight of the Evidence**

"Greater weight of the evidence" means the more persuasive and convincing force and effect of the entirety of the evidence in the case.

In reaching your verdict, you must think about and weigh the testimony and any documents, photographs, or other material that has been received in evidence. You may also consider any facts that were admitted or agreed to by the lawyers. Your job is to determine what the facts are. You may use reason and common sense to reach conclusions. You may draw reasonable inferences from the evidence. But you should not guess about things that were not covered here. Furthermore, you must always apply the law as I have explained it to you.

Let me speak briefly about witnesses. In evaluating the believability of any witness and the weight you will give the testimony of any witness, you may properly consider the demeanor of the witness while testifying; the frankness or lack of frankness of the witness; the intelligence of the witness; any interest the witness may have in the outcome of the case; the means and opportunity the witness had to know the facts about which the witness testified; the ability of the witness to remember the matters about which the witness testified; and the reasonableness of the testimony of the witness, considered in the light of all the evidence in the case and in the light of your own experience and common sense.

Some of the testimony presented to you was in the form of opinions on specific technical subjects. You may accept such opinion testimony, reject it, or give it the weight you think it deserves, considering the knowledge, skill, experience, training, or education of the witness, the reasons given by the witness for the opinion expressed, and all the other evidence in the case.

That is the law you must follow in deciding this case. The attorneys for the parties will now present their final arguments.

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

<b>COLLYMORE WILDLIFE PRESERVE, INC.,</b> <b>A Florida Corporation</b> Plaintiff v. <b>HOLK FARMS, LLC, A Florida Limited</b> <b>Liability Corporation</b> Defendant	<b>Case No. 2023-CA 226501</b> Judge Chamberlain Haller  <b>Affidavit of Bobbie Holk</b>  Taken: February 13, 2024
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**AFFIDAVIT OF BOBBIE HOLK**

1           After being duly sworn upon oath, Bobbie Holk hereby states as follows: I am thirty-one  
2 years old and am competent to make this affidavit.

3           I'm a sixth-generation farmer and am the current owner and proprietor of Holk Farms here  
4 in Summercreek, Florida. Farming has been the family business for almost 40 years. We travel  
5 around every several years to plant new crops or change our produce. My father, Montgomery  
6 Thaddeus Holk, or Bubba as I liked to call him, bought a 20-acre plot of land in Summercreek  
7 when I was young, and I currently live and work on the farm in one of our four houses. Our  
8 property borders the Summercreek River, and at the top of Moore Hill. It's great to have such easy  
9 access to fresh water for crops, but the downside is all the problems we deal with from the business  
10 downhill, the Collymore Preserve.

11           The Holks and the Collymores were once very close. But when I was young, Bubba and  
12 the then-owner of the Collymore Preserve got into a huge argument in our kitchen. I overheard  
13 Bubba refusing to sell the property to the Preserve. After that argument, we had nonstop problems  
14 with the Collymore family. That's how I first met Ellis Collymore; I caught Ellis sneaking onto  
15 our farm and vandalizing one of our barns. I'd say the fistfight that ensued was an accurate start to

16 the rest of my non-relationship with Ellis and the Collymore family. In addition to vandalism, the  
17 Collymores would file false complaints all the time with the water board to drive us away, but  
18 nothing ever resulted from that because Bubba made sure we were up to code with everything  
19 regarding the nearby river. In short, the Collymores desperately wanted our land, and would do  
20 anything to get it, but we never budged.

21 Growing up, Bubba taught me all the best ways to maintain a farm. He also tried to teach  
22 my younger half-sibling, Regan, the same ropes. But Regan was lazy and always liked using  
23 shortcuts instead of putting in the hard work necessary for the upkeep of a farm. We grew sugar  
24 cane and other types of vegetables on our Summercreek property in addition to raising animals.  
25 When I went to college, Bubba left the management of the farm to Regan. I can't tell you much  
26 about what happened while I was away, but when I returned, the farm was in shambles. It appeared  
27 that, to impress Bubba, Regan had started using malorganite on the property to make the crops  
28 grow faster and stronger. That only ruined the farm, though, because malorganite completely  
29 messes with the chemistry of the soil and ruins the nearby water supply. Regan's ruin of the farm,  
30 in tandem with the housing market crash, is what I think caused the heart attack that killed Bubba  
31 in 2016. To make matters worse, with Bubba gone, we just could not take care of the farm any  
32 longer. We moved to Kentucky for several years to continue cheaper farming operations, but I  
33 know leaving Summercreek hurt a lot of families there. A silver lining to the whole situation was  
34 that I vowed never to use malorganite on any property I owned.

35 It was obvious that Regan thought the farm would be under Regan's name when Papa  
36 passed away, but Papa actually left the entire farm to me. Regan was extremely upset about this.  
37 At the time, I couldn't stand to leave my half-sibling out to dry, and because Regan couldn't land  
38 a job anywhere else, I decided to keep Regan on staff and bring Regan to Kentucky. While we  
39 were there, I tried to show Regan everything Bubba taught me, but we eventually caught Regan

40 trying to use malorganite again as an easy shortcut. I eventually just tasked Regan with shoveling  
41 manure from our animals and forbade Regan from getting near the crops.

42         Around March of 2023, I got a call from my mother informing me that she had thyroid  
43 cancer. That alone was enough to get me to move operations back home so that I could help pay  
44 for her surgery that was later scheduled for December of that year. When I returned to Florida, the  
45 property was in shambles and was overgrown. I tasked Regan with fixing up the place. Regan's  
46 attitude about the whole situation was bad enough. But lazy Regan was so slow about fixing up  
47 the property that we couldn't resume operations until May. The normal planting time for our crops  
48 is March or April.

49         Because of this delay, I had to fire Regan and hire locals to help with the farm. With the  
50 delays and my mother's surgery, I told everyone I wanted to do whatever was necessary to get the  
51 crops planted. To maximize the financial return, we had no choice but to plant closer to the river  
52 than we normally would. I also had to subscribe to monthly organic fertilizer deliveries to get the  
53 crops growing quickly, since we didn't have any animals on the property yet and did not have a  
54 supply of manure. Although we had some damage to our retaining wall near the creek, I felt it was  
55 structurally sound enough, and it would prevent any fertilizer runoff if we did not have any major  
56 storms.

57         Things were relatively fine until July 20, 2023, when I got a notification on my phone that  
58 a large, unauthorized purchase had been made on the company credit card. I saw that it was an  
59 enormous order of malorganite fertilizer! The order was shipped to us the same day I got the  
60 notification, so I couldn't cancel the shipment. One of my employees, Dakota Bryant, told me that  
61 Regan was the one who made the purchase. I had no choice but to evict Regan from the property  
62 (Regan also wasn't paying rent). Regarding the malorganite, we did keep it on the property since  
63 I thought it would be a waste to throw away, and we might have another use for the malorganite.

64 I also never called the bank for a refund or to cancel the card, since Regan left the card on the  
65 kitchen table when s/he moved out.

66 At the end of July, it was clear to everyone on the farm that the crops wouldn't be ready  
67 for the September harvest. We also saw that Hurricane Annette was heading for Florida. There  
68 were some national trajectories that had Summercreek barely in the cone of the hurricane, but I  
69 don't trust any meteorologist unless they're a native Floridian. All the local news networks had  
70 Summercreek out of the prediction cone. Nonetheless, I'm familiar with the fertilizer ordinance  
71 governing farms in Florida, and I knew that we shouldn't be applying fertilizers within a certain  
72 time. That's why I sent out a memo to my employees to prepare them for a fertilizer application  
73 of the crops on August 3.

74 I oversaw the entire fertilizer application process and I know for a fact we did not use any  
75 malorganite fertilizer. We didn't even have any malorganite since all the fertilizer went missing  
76 before the application process. I just assumed that Regan had taken it all since Regan was the one  
77 who made the purchase. Sure enough, a few weeks after the hurricane, Ellis Collymore peeled into  
78 our parking lot and started yelling at me before I even knew what was happening. Ellis said, "I've  
79 been waiting for you to mess up! Now that you're ruining my land with your runoff, I'm going to  
80 sue you for all you're worth. Holk Farms will be mine in no time." That was ludicrous. The  
81 allegations were bizarre to me because there was no algae in the part of the river beside Holk  
82 Farms, and Ellis could obviously see that.

83 Because of these allegations, I decided that I'd drive down to the Collymore Preserve  
84 myself to make sure Ellis wasn't boldface lying to me. I'll admit that when I drove up to the  
85 property, the Summercreek Marshlands were covered in algae, and I think I saw a dead mammal  
86 that I couldn't identify in the grass. But that was surprisingly the cleanest part of the Preserve.  
87 There were plastic and trash littered everywhere. The Preserve was disgusting, and I knew it

88 couldn't have been because of the hurricane because this was at the beginning of October.

89 I also saw a single, empty bucket of malorganite fertilizer sitting by a storage unit. At this  
90 time, Ellis saw me standing in the parking lot and came running up to pick a fight with me. Before  
91 I got in my car and drove away, I saw Regan come out of the storage unit and pick up the  
92 malorganite bucket. Regan turned to look at me and just smirked. That's how I learned Regan was  
93 working at Collymore Preserve, and I haven't seen that good-for-nothing scumbag since.

94 I know we're uphill from the Collymore Preserve, and I know our container wall may have  
95 been a little damaged. But on my father's grave, I did not use malorganite fertilizer on my property,  
96 especially not during a prohibited application period. If we were responsible for the algae that Ellis  
97 is complaining about, why is there no algae by Holk Farms? None of this makes sense, and it's  
98 obvious to me that this is just a ploy by Ellis to run Holk Farms out of business.

99 I am familiar with the following exhibits: Exhibits 1 is a map of Summercreek. The shaded  
100 area in the north is Holk Farms and the shaded area surrounding the lake in the south is Collymore  
101 Preserve. Exhibit 2 is the cone of Hurricane Annette broadcast on the national news on August 1,  
102 2023. Exhibit 3 is a different cone of Hurricane Annette that was also broadcast on August 1 by  
103 the local news network in Summercreek. I prefer to listen to the local news because the national  
104 news tries to sensationalize everything, and in my experience, the local news has always been more  
105 accurate predicting hurricane trajectories. Exhibit 5 is a photo of the container wall on Holk Farms.  
106 After this lawsuit was filed, we got it repaired. Exhibits 6A-C are receipts from my monthly  
107 organic fertilizer subscription with some miscellaneous purchases. Exhibit 6D is the receipt from  
108 the malorganite purchase that I did not authorize. Exhibit 7A is a photo of the malorganite buckets  
109 that Regan ordered, 7B is the label on those buckets, and 7C is the ingredient list on those buckets.  
110 Exhibit 9 is some texts between Regan and me. At the time I sent those messages, Dakota hadn't  
111 told me that Regan was the one who bought the malorganite. Exhibit 11 is the memo I sent out to

112 my employees. I'm not familiar with any of the other exhibits in this case.

113 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a  
114 statement, I was told I should include everything that I know may be relevant to my testimony,  
115 and I followed those instructions. I know that I can and must update this affidavit if anything new  
116 occurs to me until the moment before opening statements begin in this case.

Signed,

*Bobbie Holk*

\_\_\_\_\_  
Bobbie Holk

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE,  
INC.,  
A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**Affidavit of Dakota Bryant**

Taken: July 23, 2024

**AFFIDAVIT OF DAKOTA BRYANT**

1 After being duly sworn upon oath, Dakota Bryant hereby states as follows: I am twenty-  
2 nine years old and am competent to make this affidavit. I am testifying voluntarily, and I was not  
3 subpoenaed to testify.

4 I was born and raised in Summercreek. My family has owned the local grocery store for  
5 over twenty years. I used to work there until 2016 when the housing market crashed; Summercreek  
6 was hit bad. That's around the same time that the Holk family moved out of Florida, and when  
7 Holk Farms stopped operating, it was like the heart of Summercreek's business stopped. The  
8 Collymore family started helping everyone in town financially, but they never spared us a penny.  
9 We were always close with the Holks, so the Collymores made it clear they didn't like that.

10 The Holks moved back to Summercreek in March of 2023. The store didn't need that much  
11 help, so I applied for a job at Holk Farms. I scheduled a meeting with Bobbie Holk and got myself  
12 a job as the farm manager! I was surprised; I have no farming experience, nor do I have a college  
13 degree, yet Bobbie was eager as ever to throw me into the new position. Bobbie's sibling, Regan,

14 didn't take too kindly to me. When I left that meeting with Bobbie, Regan was just outside  
15 Bobbie's office and asked who I was. I told Regan I was the new farm manager. Regan barged  
16 into Bobbie's office and had a huge argument. I couldn't hear them through the door, but I heard  
17 Regan complain about not getting paid enough, to which Bobbie yelled, "You're fired, you good-  
18 for-nothing leech!" I didn't see much of Regan around the farm after that.

19         The first few weeks I spent working on the farm were focused on cleaning our crop area.  
20 Bobbie explained that Regan had done an awful job tilling the soil. To make things worse, Regan  
21 seemed to have dumped fertilizer on the soil without tilling it, so I had to spend those days scraping  
22 up the fertilizer and setting it aside. I recall that one time, Bobbie's nephew, Shane, joked about  
23 dumping all the fertilizer into the river so that the Collymores could deal with it. I don't know if  
24 Shane is officially employed with Holk Farms (Bobbie deals with all of that), but Shane spends  
25 most of his weekdays working the farm, and I've seen Bobbie hand him some spare bills every  
26 two weeks outside of Bobbie's office.

27         We managed to get all our crops planted in May of 2023, and Bobbie's stress levels seemed  
28 to skyrocket. Every other day, I was hearing Bobbie complain that "because of Regan, we've  
29 planted our crops two months later than we should have." To make matters worse, the routine  
30 shipment of organic fertilizer that Bobbie always ordered never seemed to be enough to get our  
31 crops growing at the rate they should have been. A minor concern of mine was the container wall  
32 separating our agricultural fields from the river. It's this big slab of concrete meant to keep  
33 fertilizer from running off into the Summercreek River. Having a container wall is good enough  
34 to do the job, but I pitched to Bobbie that we should hire professionals to patch up some parts of  
35 the wall that had been worn over the years. Bobbie agreed and asked me to find a contractor.  
36 Because of some scheduling conflicts, the contractor couldn't fix our wall until December, after  
37 this lawsuit was filed.

38           Around mid-July, Bobbie invited me and some of the other farmhands for some dinner at  
39   Holk Farms. We were all shocked to see Regan show up, but I guess it made sense since Regan  
40   was still living on the property at the time. Regan didn't say a word and kept checking his phone.  
41   To make conversation, I asked who Regan was texting. Regan said, "Ellis is just on my case about  
42   getting some feed growing for the animals." Regan then excused himself to go to the restroom,  
43   and I saw Regan pick up a wallet from the table. I thought it was Regan's wallet, but then Regan  
44   came out of the bathroom a few minutes later and said to Bobbie, "I mistook your wallet for mine,"  
45   and handed Bobbie back the wallet I had seen Regan pick up.

46           I thought nothing of it, but on July 20, I arrived at the farm early and saw Bobbie yelling  
47   at a deliveryman who was dropping off the largest shipment of malorganite fertilizer I'd ever seen.  
48   Bobbie was saying, "I didn't buy any of this!" The delivery driver looked confused and left, leaving  
49   the fertilizer on the farm. When I spoke with Bobbie about it, Bobbie told me that a huge purchase  
50   of fertilizer had been made on the company credit card. Everything seemed to click for me, and I  
51   told Bobbie about my interactions with Regan that day. Strangely enough, we didn't see Regan at  
52   all that day, nor the day after. But on July 22, I saw Regan storming off the property as Bobbie  
53   was tossing bags and boxes of Regan's belongings out the front door.

54           The malorganite fertilizer buckets remained untouched for the rest of the month. On August  
55   1, Bobbie had a meeting with all the farmhands to discuss the news that Hurricane Annette would  
56   be making landfall in Florida. Bobbie was saying that the hurricane didn't seem to be coming for  
57   Summercreek, but that Bobbie would be sending out instructions about fertilizer the next day. On  
58   August 2, Bobbie sent out a memo to everyone on the employee email list. When I checked who  
59   had received the email, I saw that Regan was on the list. I didn't think anything of it until I was  
60   leaving work that day and saw Regan standing around the malorganite buckets. When Regan saw  
61   me, Regan's eyes grew wide. Regan said, "I'm just here to pick up some of my things," which was

62 strange because I never asked what Regan was doing. I just shrugged, got in my car, and left.

63           The next day, I showed up to work late. Some employees were already working on  
64 fertilizing the crop fields with organic fertilizer bags, and I noticed that the malorganite fertilizer  
65 buckets were missing. I asked Bobbie about it and Bobbie said he had forgotten about the buckets.  
66 I also asked another one of the employees about the buckets, who responded by saying, “We  
67 weren’t supposed to use those.” From the way the employee said it, I wasn’t sure if it was a  
68 question or a statement, but I didn’t think much of it at the time. I was working for the rest of the  
69 day, and I never saw anyone use any malorganite fertilizer on the crops.

70           Hurricane Annette made landfall on August 8. I was worried about potential fertilizer  
71 runoff since the container wall hadn’t been completed. But the next day, and for the next month  
72 and a half, I never saw any algae growing in Summercreek River, so I figured we had done nothing  
73 wrong. You can imagine my surprise when Ellis Collymore showed up at the farm at the end of  
74 September. Ellis was red in the face and started screaming about us causing all these algal blooms  
75 in the Preserve.

76           I still work for Bobbie. I currently own 15 percent of Holk Farms, but Bobbie has promised  
77 me that if this lawsuit goes well, we can discuss increasing my ownership. I’m concerned that if  
78 Holk Farms loses this lawsuit, we won’t have enough money to continue operating and will likely  
79 shut down. I don’t want that to happen, especially since I know we did nothing wrong.

80           I am familiar with the following exhibits: Exhibit 1 is a map of Summercreek. Exhibit 2 is  
81 the cone of Hurricane Annette that the national news put out on August 1, 2023. Exhibit 3 is  
82 another cone of Hurricane Annette that was also released on August 1, but this one was from the  
83 local news. I was with Bobbie when we watched both of those forecasts. Exhibit 5 is a photo of  
84 the container wall at Holk Farms before it was repaired. Exhibit 6A-C are receipts of Bobbie’s  
85 organic fertilizer purchases, and Exhibit 6D is a receipt of the malorganite purchase that Bobbie

86 said was made on the company credit card. Exhibit 7A looks like a bucket of malorganite fertilizer  
87 that was shipped to Holk Farms, 7B looks like the label on those buckets, and 7C is the ingredients  
88 list for malorganite fertilizer. Exhibit 11 is a memo that Bobbie sent out. I'm not familiar with any  
89 of the other exhibits in this case.

90 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a  
91 statement, I was told I should include everything that I know may be relevant to my testimony,  
92 and I followed those instructions. I know that I can and must update this affidavit if anything new  
93 occurs to me until the moment before opening statements begin in this case.

Signed,

Dakota Bryant

Dakota Bryant

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE,  
INC.,**

**A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**Affidavit of Dr. Skyler Foley**

Taken: April 11, 2025

**AFFIDAVIT OF DR. SKYLER FOLEY**

1 After being duly sworn upon oath, Dr. Skyler Foley hereby states as follows: I am fifty-five years  
2 old and am competent to make this affidavit. I am a professor at the University of Florida, where I teach  
3 graduate and doctoral courses on hydrology and meteorology. I received my bachelor's degree in ecology  
4 and my master's degree in hydrology, both from Florida State University, and then my Ph.D. in limnology  
5 from the University of Central Florida. To date, I've published fifty peer-reviewed articles on the  
6 relationship between Florida's waterways and aquatic biology. I have authored four textbooks that are used  
7 to teach hydrology courses in universities throughout Florida. I've testified as an expert in hydrology and  
8 limnology in thirty civil cases, exclusively for the defense.

9 Although I've never been employed by Florida's Division of Water Resource Management  
10 (WRM), I've worked closely with the WRM throughout my career. In 2015, the WRM appointed me to  
11 teach annual classes on advanced hydrology that WRM employees are required to take. While I teach  
12 hydrology, the general study of water as it relates to geology, I'm a limnologist. Limnology is a far more  
13 specialized form of hydrology that focuses on lakes, rivers and wetlands. Where a hydrologist would only  
14 be able to investigate the flow of chemicals in water, I have advanced qualifications that allow me to  
15 research the impact that underground chemicals have on rivers and their ecosystems.

16 In December of 2024, I was contacted by defense counsel to review the work of the plaintiff's  
17 expert, Harley McKenna. Harley was in my first batch of students for the WRM and passed my course with  
18 flying colors. Harley also served as a research assistant for many of my studies. Prior to this case, I've  
19 always admired Harley's work and believed Harley would come to surpass me as the frontier expert in  
20 limnological studies. When I read Harley's report, I was shocked to see the blatant gaps in Harley's  
21 investigation. To say the least, I was disappointed in my former student.

22 On January 23rd, I visited Holk Farms to obtain my own water samples for testing. Bobbie Holk  
23 explained that after this lawsuit was filed, Holk Farms paid to rebuild the container wall. As such, I was  
24 unable to inspect the same wall that Harley inspected. Bobbie instead provided me photographs of the old  
25 wall that Bobbie took right before it was rebuilt, which I determined was a bit run down but still sufficient  
26 to prevent fertilizer runoff.

27 The water samples I took from Holk Farms contained moderate levels of phosphorus, nitrogen, and  
28 mercury, all of which are active ingredients in malorganite fertilizer. Nonetheless, when evaluating sources  
29 of chemicals in water, it's crucial to test the soil of corresponding locations. Phosphorus and nitrogen  
30 naturally occur and mix into the environment whenever rocks erode, or dried soil gets caught up in the  
31 wind. The soil samples I collected around Holk Farms tested for similar levels of phosphorus and nitrogen,  
32 meaning that it is more likely that the levels Harley detected were naturally occurring and not caused by  
33 fertilizer runoff. This is even more likely considering that Hurricane Annette had just passed through  
34 Summercreek County when Harley conducted the investigation. The reality is that strong winds and heavy  
35 rainfall are known to disturb soil and cause minerals to mix in with the water.

36 The presence of mercury is concerning, as it is not as common in nature as phosphorus and nitrogen.  
37 But given that its levels are relatively low in both my tests as well as Harley's, it's likely that it occurred as  
38 a result of some other pollutant.

39 Even though Harley did not test the area known as Murphy Bend, I decided to test this location. I  
40 chose this location because it is a downstream halfway point from Holk Farms to Collymore Preserve. It is  
41 also a sharp curve in the river that would increase a pollutant's likelihood of being deposited on the shore.

42 The water levels contained extremely low levels of phosphorus, nitrogen, and mercury, which was  
43 surprising. If fertilizer runoff from Holk Farms was contaminating the Summercreek Marshlands, I would  
44 expect that the fertilizer ingredients would, in some part, be deposited into the soil and linger in still parts  
45 of the water. This was not the case, nor did I observe any algae growth in the Bend. Had Harley tested  
46 Murphy Bend in November of 2023, it would have been revealed that Harley’s opinion is flawed and  
47 inaccurate.

48 Admittedly, testing the waters around Murphy Bend over a year after the lawsuit was filed wouldn’t  
49 be the most reliable form of evidence, given that pollutant levels in running water vary drastically. But the  
50 soil samples I collected from Murphy Bend also had low levels of these chemicals, and soil preserves  
51 pollutants more securely than open water.

52 I tried to visit Collymore Preserve to retrieve some samples, but the location was closed off to the  
53 public given the continuing animal deaths that have been reported in the Summercreek Marshlands. When  
54 I approached the entrance, Ellis Collymore looked at me through the glass door and flipped the “Open” sign  
55 to “Close.” I got the impression that I wasn’t wanted and decided I would use the results Harley collected  
56 for my analysis. I could have received permission from the judge to collect some samples but ultimately  
57 felt it was unnecessary since I had Harley’s results.

58 It is important to note that the water samples that Harley collected of the Summercreek Marshlands  
59 contained high levels of polyethylene terephthalate or PTE (particles of synthetic plastics). This was  
60 surprising for two reasons. First, the samples I collected upriver contained no PTE, so I determined it was  
61 more likely than not the source of these PTE levels was due to the plastic that was specifically around the  
62 Preserve. Second, high levels could only be possible with prolonged periods of plastic dissolving in the  
63 water. I agree with Harley that PTE only weakens an animal’s immune system and doesn’t cause death. But  
64 if there was PTE in the water, then it is just as likely that animals are dying off due to consumption of plastic  
65 that has yet to dissolve (such as plastic rings and straws).

66 While it is uncommon for large algal blooms to occur naturally, a combination of Hurricane Annette  
67 and Florida’s rich soil could have allowed these growths to occur naturally. Whenever water is disturbed

68 during harsh storms, the underlying soil in the riverbed would also be disturbed. This would likely result in  
69 naturally occurring nutrients similar to the chemicals found in fertilizer to be released into the water, and  
70 as such, I believe the most plausible reason for the algal blooms experienced by the Preserve is that they  
71 were naturally occurring. The forensic evidence does indicate that these algal blooms were not caused by  
72 fertilizer runoff from Holk Farms, since there was no evidence of even moderate levels of phosphorous and  
73 nitrogen in Murphy's Bend soil and water. The brevetoxins, which are toxic chemicals released by algal  
74 blooms, found in the Summercreek Marshlands most likely caused the death of the animals on Collymore  
75 Preserve. However, had the Marshlands not contained such a large amount of PTE, the wildlife's likelihood  
76 of survival would have been much higher, so I must conclude that the PTE that emanated from Collymore  
77 Preserve was the major contributing factor of the death of wildlife in the Preserve.

78 I have reviewed the opinion of Harley McKenna and disagree with Harley's opinion and  
79 methodology on this case. I have no reason to disagree with the mass spectrometry results that the WRM  
80 provided; in fact, I frequently visit WRM's labs to conduct my own tests and always find them to be accurate  
81 and reliable. However, Harley concluded that the algal blooms in the Summercreek Marshlands were  
82 caused by fertilizer runoff from Holk Farms. My biggest issue with that conclusion is that Harley did not  
83 test a source of water between Holk Farms and the Collymore Preserve to gain a more accurate  
84 understanding of how the two locations interacted with each other. This is a major flaw in Harley's analysis,  
85 and thus a flaw in Harley's conclusion.

86 I spent 50 hours conducting my analysis and investigation. After submitting my report, defense  
87 counsel paid me \$25,000. Several days later, the defense attorneys informed me that I would be called as a  
88 witness. For my testimony in court, I charge a flat fee of \$5,000, which is inclusive of travel and hotel  
89 expenses. All the conclusions I have drawn are contained within this report and are made to a reasonable  
90 degree of scientific certainty.

91 I am familiar with the following exhibits: Exhibit 1 is a map of Summercreek. Exhibit 2 is the  
92 predicted trajectory of Hurricane Annette's path as of August 1, 2023, from the national news. Exhibit 3 is  
93 another predicted path of Hurricane Annette from the local news, released on the same day. Exhibit 4 is a

94 photograph of what a container wall should ideally look like, while Exhibit 5 is the photo that Harley took  
95 of the Holk Farms container wall during Harley's inspection. I've never seen Exhibit 7C before, but I know  
96 it to be the ingredients list of malorganite fertilizer. Exhibit 10 is the results from the mass spectrometry  
97 tests on the water samples that Harley McKenna collected. I also reviewed the report of Harley McKenna.  
98 I'm not familiar with any of the other exhibits in this case.

99 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a statement, I  
100 was told I should include everything that I know may be relevant to my testimony, and I followed those  
101 instructions. I know that I can and must update this affidavit if anything new occurs to me until the moment  
102 before opening statements begin in this case.

Signed,

*Dr. Skyler Foley*

Dr. Skyler Foley

IN THE CIRCUIT COURT FOR THE TWENTY FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE, INC.,**

**A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited**

**Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**Affidavit of Ellis Collymore**

Taken: February 12, 2024

**AFFIDAVIT OF ELLIS COLLYMORE**

1 After being duly sworn upon oath, Ellis Collymore hereby states as follows: I am thirty  
2 years old and am competent to make this affidavit.

3 I am the president and chief executive officer of Collymore Wildlife Preserve in  
4 Summercreek, Florida. The Collymore Wildlife Preserve has been in my family for the last three  
5 generations and is a well-established, family-owned business in Summercreek, Florida. The  
6 preserve contains a variety of nature trails and offers riverboat tours around the Summercreek  
7 Marshlands. In addition, we maintain the preserve to protect the indigenous wildlife of Florida.  
8 We take care of the animals, and we commit ourselves to protecting the water and land around the  
9 preserve. We use the water around the preserve to provide drinking water for the animals, as well  
10 as maintaining the crops we grow on the preserve to feed and maintain the animals.

11 We have approximately 40 acres of land, some of which we exclusively use to grow several  
12 different crops to feed the animals on the preserve. Our land is close to the marshlands, so it's easy  
13 to obtain clean water for the crops. Because we grow crops on the west side of our property, we  
14 use different types of fertilizers to grow the crops, but we use only organic fertilizers to have the  
15 least impact possible on the area water supply. We don't use commercial fertilizer with any nasty

16 chemicals in them because the Summercreek Marshlands have had problems with the algae blooms  
17 in the past. We desperately need to protect our water supply and our land, not only for the good of  
18 nature, but also because that is what keeps us in business. People come from around the state to  
19 visit our preserve, and whenever algae start growing, business goes down.

20 That is where our relationship with Holk Farms and the Holk family comes into play. The  
21 Holks and the Collymores, we have history. About 15 years ago, my father, Earl Collymore, and  
22 the previous owner of Holk Farms, Montgomery Thaddeus Holk, were friends up until a problem  
23 occurred up at Holk Farms about high usage of a certain fertilizer on the Holk Farms property.  
24 Holk Farms had used a type of fertilizer called malorganite that was high in phosphorus, nitrogen  
25 and had traces of mercury in it. Because the Summercreek Marshlands are located at the bottom  
26 of Moore Hill, and the water flows down from Holk Farms, we were hit bad with several algal  
27 blooms. Specifically, my father started noticing algae blooms occurring up and down the stream  
28 from the Holk's farmland all the way down into the mouth of the Summercreek Marshlands.  
29 Despite my father's attempt to resolve this issue with Montgomery, I know my father reported the  
30 problem to the state water authorities, which caused rift between the families.

31 About 10 years ago, Holk Farms completely stopped its operations in the middle of the  
32 housing market crash. This was around the same time that Montgomery passed away of a heart  
33 attack. It has been rumored that they were shut down because of the substantial fines that were  
34 assessed against the farm after my father's complaint. What was clear is that the algae blooms  
35 disappeared after Holk Farms closed and the Holks moved away. After they moved out, we never  
36 experienced large algae bloom again, that is until Holk Farms returned.

37 After Holk Farms closed, the Preserve thrived. Business was better than ever; our livestock  
38 was prospering, crops were doing well, and we were saving animals just as we had wanted to do.  
39 But in April of 2023, Bobbie Holk, the current owner of Holk Farms, moved back to Summercreek

40 and began operations on the old farm uphill. In June, I received a phone call from Regan Holk who  
41 told me how upset Regan was at Montgomery and Bobbie. Regan said that Regan was angry about  
42 how poorly Montgomery treated Regan. I think Regan even said, “I’ll get back at my family one  
43 day.” Regan wanted to continue working with animals, so I offered him a position as general  
44 manager of Collymore Wildlife Preserve.

45 I didn’t interact much with Bobbie or anyone from Holk Farms during those months.  
46 Because I had to drive past the farm to get to work, I saw a bit of what the Holks were doing. I  
47 recall being surprised at how fast their crops were growing. I’d also see bags and buckets of  
48 fertilizer every now and then, although I couldn’t identify the brand.

49 I wasn’t too concerned about what I saw until we got news that Hurricane Annette would  
50 be hitting Summercreek in early August. According to the news, it was likely that the hurricane  
51 would hit Summercreek. On August 1, 2023, I was at the local department store buying hurricane  
52 shutters and I also saw Bobbie at the next cash register doing the same. In addition to the hurricane  
53 shutters, I also saw Bobbie with quite a few buckets of organic fertilizer. I tried to extend an olive  
54 branch by asking Bobbie what Bobbie was planning on doing with the fertilizer, but Bobbie just  
55 blew past me and said, “None of your business, you filthy Collymore.” I was more upset with  
56 myself for even giving Bobbie the time of day.

57 Hurricane Annette hit Summercreek on August 8, 2023. It was thankfully a weak  
58 hurricane, but water levels still rose drastically. After the hurricane, a bunch of trash washed into  
59 the marshlands, but this always happens. I was able to get Regan to clean things up within the  
60 week. But on September 18, 2023, I began noticing some algae blooms much like we saw in the  
61 marshlands 15 years earlier when Holk Farms was operating at the top of Moore Hill. The algal  
62 blooms were mainly growing on the west side of the Marshlands, but there were some algal blooms  
63 on the east of our property as well. I spoke with Regan about my concerns regarding the algal

64 blooms, and Regan showed me some photos. Evidently, Regan went onto Holk Farms property  
65 and took pictures of the fertilizer buckets that were on the farm. That's how I learned that  
66 malorganite was being utilized on Holk Farms. I did drive up to Bobbie's property and exchanged  
67 a few heated words that I regret, but Bobbie denied the use of malorganite fertilizer. Bobbie also  
68 said, "You should ask that weasel Regan about your problem because Regan also used the same  
69 fertilizer on your property." When I heard this, I was shocked. I could not believe that Regan would  
70 use this fertilizer on our property.

71 I approached Regan about using malorganite on our property and Regan admitted to using  
72 malorganite on the west side of the preserve in the past but said that Regan only used the  
73 malorganite in certain parts of the preserve and stayed away from the water as much as possible. I  
74 had certainly never seen Regan using malorganite, especially not near our waterways. Regan also  
75 specified that Regan hadn't used malorganite in months. Nonetheless, I gave strict instructions that  
76 this fertilizer was no longer to be utilized on the Collymore Preserve.

77 On the same day I had this conversation with Regan, Bobbie Holk showed up to our  
78 property. You can imagine my surprise when Bobbie came in with Bobbie's head hanging low.  
79 Before I could even say anything, Bobbie apologized profusely for what Holk Farms had done.  
80 Bobbie said, "I'm really sorry for the trouble we've caused. I'll help you clean up the algae if you  
81 don't sue us. Holk Farms won't be able to survive a lawsuit at this time." I was beside myself.  
82 Bobbie thought Holk Farms could ruin my livelihood and then come crying to me about it? I filed  
83 this lawsuit the very next week.

84 I hoped that the algal blooms would go away and that nothing would result from them.  
85 However, after two weeks, my crops began to die due to contamination in the water supply. Worse,  
86 animals started getting sick and showing up dead on the side of our nature trails. I was on a tour  
87 with a group of customers the first time I saw a dead animal, and the tour group left immediately

88 after demanding a refund. Since then, I have suffered loss of animal life as well as loss of business.  
89 I had no choice but to take legal action against Holk Farms. If things keep going like this, I'll have  
90 no choice but to shut down Collymore Preserve. Something needs to be done. This is my family  
91 legacy. I just can't see it destroyed by Holk Farms.

92 I am familiar with the following exhibits: Exhibit 1 is a map of Summercreek. The shaded  
93 area in the north is Holk Farms, and the shaded area surrounding the lake is the Collymore  
94 Preserve. Exhibit 2 is the cone of Hurricane Annette broadcast on the national news and local news  
95 on August 3, 2023. Exhibit 3 is the local forecast of Hurricane Annette that was also released on  
96 August 3, 2023. Exhibit 7A is a photo of the malorganite buckets that Regan showed me. Exhibit  
97 8 is some texts between Regan and me. We pretend to argue like that all the time, but really don't  
98 mean anything by it. I'm not familiar with any of the other exhibits in this case.

99 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a  
100 statement, I was told I should include everything that I know may be relevant to my testimony,  
101 and I followed those instructions. I know that I can and must update this affidavit if anything new  
102 occurs to me until the moment before opening statements begin in this case.

Signed,

*Ellis Collymore*

Ellis Collymore

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE,  
INC.,**

**A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

**Affidavit of Harley McKenna**

Taken: March 23, 2024

**AFFIDAVIT OF HARLEY MCKENNA**

1 After being duly sworn upon oath, Harley McKenna hereby states as follows: I am thirty-  
2 nine years old and am competent to make this affidavit. I am a hydrologist with the Florida  
3 Division of Water Resource Management (WRM). I received my bachelor's degree in  
4 environmental science from the University of Miami, and my master's degree in environmental  
5 engineering with a specialization in hydrology from Florida International University. I began  
6 working with the WRM in 2015 and completed the required courses in meteorology, hydrology,  
7 and Florida geography. In 2021, after my work and testimony involving three water-related  
8 lawsuits against the Pinnacle Paper Company, I was promoted to the position of supervisor. In  
9 addition to those lawsuits, where I testified exclusively for plaintiffs, I have also testified in five  
10 criminal cases as an expert hydrologist both for the prosecution and the defense.

11 Hydrology is the study of the movement and distribution of water as it relates to geology  
12 and weather. I routinely test the chemical composition of water to ensure that the regulations we  
13 have in place are being followed. I'm also responsible for keeping up to date with scientific  
14 research in my field. I have attended countless hydrology conferences, and I have published three

15 peer-reviewed articles regarding advanced techniques for testing contaminants in different water  
16 sources. I have a decade of experience investigating algae complaints along Florida waterways.

17 In October 2023, the WRM was contacted by plaintiff’s counsel regarding their lawsuit,  
18 and as the supervisor appointed to Summercreek County’s waterways, I was assigned to the job. I  
19 agreed to accept the case pro bono. I began my inspections of both plaintiff’s and defendant’s  
20 properties on October 15, 2023, which was the day after I was contacted.

21 I spoke with Ellis Collymore on Collymore Preserve property. Ellis explained to me that  
22 dead animals had begun appearing throughout the wildlife preserve in late September 2023. This  
23 was all shortly after Hurricane Annette made landfall in Florida in August. Algal blooms are  
24 common in the aftermath of hurricanes given the sudden stilling of water after a prolonged period  
25 of increased activity. While six weeks after a hurricane is a bit long for algal blooms to appear, it  
26 is certainly not unheard of. Ellis also explained that during the storm, the water levels in the  
27 marshlands “raised by over a foot.” Although I was not present on the Preserve during the rainfall,  
28 the erosion and damage done to vegetation along the waterway edges were, based on my  
29 experience investigating waterways, consistent with high levels of rainfall.

30 During my inspection of the Preserve, I noticed that the Preserve was littered with a variety  
31 of aluminum and plastic trash. Ellis Collymore indicated that all the garbage washed up onto the  
32 property during Hurricane Annette. Ellis stated, “Me and some of my boys are going to pick it up  
33 later today.” It did not seem plausible that so much trash could accumulate from a single storm.  
34 The waterways were also covered in an unnaturally large amount of algae, and I did see dead fish  
35 floating in the water. It’s true that algal blooms occur naturally after prolonged exposure to rainfall  
36 and strong winds. This is because phosphorus and nitrogen are naturally found beneath the ground,  
37 and those nutrients can be unearthed with increased river activity. But any algae growth that would  
38 have arisen from Hurricane Annette could not compare to the overwhelming amount of algal

39 blooms that I witnessed at the Collymore Preserve. I collected samples of water from different  
40 waterways around the Summercreek Marshlands.

41           On the same day I visited Collymore Preserve, I also visited Holk Farms. I was greeted by  
42 Bobbie Holk and the defense attorneys, who refused to let me onto the property until I showed  
43 them the mandated court order signed by Judge Haller. I saw several empty buckets of malorganite  
44 fertilizer near one of the barns that appeared to have been discarded recently, and there was also  
45 the potent odor of manure as I walked through the agricultural area.

46           I collected samples of water from along the farm's edge next to the waterways. Holk Farms'  
47 agricultural area was dangerously close to the Summercreek River's edge. I inspected the container  
48 wall separating Holk Farms from the river and determined that it was impossible for the wall to do  
49 its job properly. There were a variety of cracks along the foundation, and the wall was not built to  
50 the WRM's regulations for container walls. I told Bobbie that the container wall needed to be  
51 repaired. Bobbie said, "It didn't look like this before the storm."

52           The waterways around Holk Farms were clear of any algal blooms. This was expected.  
53 Holk Farms is located at the top of Moore Hill, and with the high levels of rainfall from Hurricane  
54 Annette, I would expect that the river's downhill flow would have grown rapidly before I  
55 conducted my investigation. It is difficult for algae to grow, or even remain, in water that is not  
56 stagnant. I expect that any algae that was present prior to my visit was washed away during the  
57 storm.

58           All samples that I collected were sent to WRM's hydrology lab for mass spectrometry  
59 screening. Mass spectrometry is a technique used by hydrologists to identify contaminants in a  
60 sample of water. A vaporized sample is passed through the spectrometer where the gas is ionized.  
61 The ions are then accelerated through the device, and the relevant particles are detected and loaded  
62 onto a graph. Our spectrometers are calibrated before each test we run to ensure accuracy.

63           The samples from Holk Farms contained high levels of mercury, phosphorus, and nitrogen;  
64 all of which are key ingredients in malorganite fertilizer. Furthermore, there were low levels of  
65 brevetoxins detected in the river near Holk Farms. Brevetoxins are a toxic chemical released by  
66 algal blooms that is lethal to many animals (this is why it is dangerous to swim in red tide).  
67 Fertilizer runoff can cause high levels of brevetoxins because the fertilizer ingredients supply  
68 nutrients to algae that would otherwise be inaccessible in undisturbed waterways. With these  
69 levels, I was surprised that there were no algal blooms in the waterway around Holk Farms, but it  
70 is possible that these blooms existed prior to the hurricane.

71           The samples collected from the Summercreek Marshlands contained noticeably lower  
72 levels of phosphorus, nitrogen, and mercury, but higher levels of brevetoxins consistent with the  
73 algal growth around the estuaries. The Marshlands samples also contained moderate levels of  
74 polyethylene terephthalate (PTE), which are particles in synthetic or polyester plastics (namely  
75 water bottles and other common pollutants). Research has shown that these particles alone cannot  
76 cause death of wildlife when ingested, but continued ingestion of these chemicals has been known  
77 to cause substantial damage the immune system of many animal species.

78           Based upon my investigation, Holk Farms created an environment that was highly  
79 conducive to fertilizer runoff. Given the levels of fertilizer chemicals in the water near Holk Farms  
80 and the inadequate container wall, it is more likely than not that the hurricane's rainfall caused the  
81 runoff of fertilizer down to the Collymore Preserve. The downhill flow of water likely deposited  
82 these chemicals from Holk Farms around the Summercreek Marshlands, allowing the unnatural  
83 growth of algal blooms that I observed. The high levels of brevetoxins released by the algal blooms  
84 is likely what caused the death of wildlife reported by Ellis Collymore. Animals have been reported  
85 to develop an immunity to small levels of brevetoxins, but lethal amounts would have been  
86 produced from the plethora of algal blooms. All facts and conclusions contained within this report

87 are made within a reasonable degree of scientific certainty, and are based on my previous  
88 experience, prior knowledge, and the facts and data I collected and reviewed.

89 I am familiar with the following exhibits: Exhibit 1 is a map of Summercreek. Exhibit 2 is  
90 the predicted trajectory of Hurricane Annette's path as of August 1, 2023, from the national  
91 forecast, and Exhibit 3 is another trajectory of the same hurricane on the same day by the local  
92 Summercreek news network. Exhibit 4 is a photo I took from an unrelated algae complaint one  
93 year prior to my investigation of this case. This container wall passed my inspection and shows  
94 what a container wall should ideally look like. Exhibit 5 is the photo I took of the container wall  
95 on Holk Farms. I have never seen Exhibit 7A or 7B before, but I know that they are buckets of  
96 malorganite fertilizer and appear identical to the ones I saw on Holk Farms' property during my  
97 inspection. I've also never seen Exhibit 7C before, but I know it to be the ingredients list for  
98 malorganite fertilizer. Exhibit 10 is the results from the mass spectrometry tests on the water  
99 samples I collected. I'm not familiar with any of the other exhibits in this case.

100 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a  
101 statement, I was told I should include everything that I know may be relevant to my testimony,  
102 and I followed those instructions. I know that I can and must update this affidavit if anything new  
103 occurs to me until the moment before opening statements begin in this case.

104 Counsel for both parties provided me the opportunity to review the report of Dr. Skylar  
105 Foley and Dr. Foley's interpretation of the chemical tests found in Exhibit 10A and Exhibit 10B.  
106 I was surprised that a former professor of mine would arrive at such unfounded conclusions, and  
107 therefore I would have to respectfully disagree with my dear Dr. Foley's conclusions.

108 Dr. Foley concluded that the algal blooms in the Collymore Preserve were naturally  
109 occurring. I conceded that strong hurricane-force winds likely disturbed the soil in the  
110 Summercreek River. However, had naturally occurring nutrients been the cause of the algal blooms

111 reported in this case, I would have expected to see the algae to be reported no more than four weeks  
112 after Hurricane Annette made landfall. Instead, the algal blooms were only reported two months  
113 after the hurricane. The timeline of Hurricane Annette causing the blooms simply does not add up  
114 with the science, and such a large gap between the algal blooms' appearance indicates a different,  
115 man-made source.

116 I also understand that I did not test the water or soil at Murphy's Bend. While soil testing  
117 is outside of my expertise, as I am not a limnologist, testing the water would have been  
118 unnecessary. There was a large source of fertilizer on Holk Farms, and algal blooms down river.  
119 If I had tested any chemicals at Murphy's Bend during my investigation, they most likely would  
120 have been the same chemicals found in the Collymore Preserve. However, I cannot say that with  
121 absolute certainty.

122 Part of the reason I joined the WRM is that I wanted to protect Florida's environment.  
123 Having worked under Dr. Foley for several years, it's a shame that I have to disagree with my  
124 professor in the court of law, but I simply don't have the same vested interest in the outcome of  
125 this case as Dr. Foley does.

Signed,

Harley McKenna

Harley McKenna

IN THE CIRCUIT COURT FOR THE TWENTY-FIRST  
JUDICIAL CIRCUIT IN AND FOR SUMMERCREEK  
COUNTY, FLORIDA

**COLLYMORE WILDLIFE PRESERVE,  
INC.,**

**A Florida Corporation**

Plaintiff

v.

**HOLK FARMS, LLC, A Florida Limited  
Liability Corporation**

Defendant

**Case No. 2023-CA 226501**

Judge Chamberlain Haller

Taken: July 12, 2024

**AFFIDAVIT OF REGAN HOLK**

1 After being duly sworn upon oath, Regan Holk hereby states as follows: I am twenty-seven  
2 years old and am competent to make this affidavit. I am not testifying voluntarily. The plaintiff  
3 attorneys delivered a subpoena to my mail. I didn't want to touch this case with a mile-long pole,  
4 the reason being that I hate everyone involved.

5 Bobbie is my half-sibling. We've got the same father, Montgomery Thaddeus Holk, but  
6 different mothers. Poppa bought Holk Farms shortly after I was born. Bobbie is four years older  
7 than me, and Poppa made it clear every day that he had a favorite. Growing up, Poppa taught  
8 Bobbie the family's way of running the business, while I was left to tend the animals. Poppa made  
9 sure that every cent of Bobbie's college tuition was paid, even though Bobbie never had the best  
10 grades. And although my grades earned me a partial scholarship to the same university, Poppa told  
11 me I needed to help work the farm with Bobbie gone.

12 Poppa died of a heart attack in 2016, after Bobbie graduated college. I think it was the  
13 housing market crash that killed him. Poppa left the farm to Bobbie; I didn't get a cent. With the  
14 economy in a rut, no one was hiring, and Summercreek County was dying fast. Bobbie made the

15 executive decision to hightail the business north, so I had no choice but to follow.

16 For the next decade, we operated a series of farms out in Kentucky. Bobbie would always  
17 say that our farms needed to be run exactly how Poppa ran them. Bobbie's favorite of Poppa's  
18 teachings was using fertilizer before rain. "The water helps the fertilizer soak into the soil," Bobbie  
19 told me once. I would always have to shovel manure from the pastures to serve as fertilizer.

20 In April 2023, we got a call from Bobbie's mom telling us she'd come down with thyroid  
21 cancer. She's fine now, but the scare made Bobbie want to move back down to Holk Farms in  
22 Summercreek. We were met with hostility from the Collymore family—apparently, when we were  
23 gone, they'd told everyone that we were the reason Summercreek's economy was ruined.

24 The farm was a mess when we got back. The container wall separating our crop fields from  
25 the river was in shambles. I talked to Bobbie about hiring some professionals to clean up the place  
26 and rebuild the wall. Bobbie brushed me off and said, "with the move and Mom's cancer, what  
27 makes you think I have any money to spend on work you can do?" I then said that if Bobbie wanted  
28 me to clean the place up by myself, I needed a raise that was ten years too late. Bobbie just laughed.  
29 I ended up fixing our buildings and weeding the fields, but the container wall was made of solid  
30 concrete and needed fixing that I couldn't provide. I recall the wall being cracked along its  
31 foundation, with chunks missing in certain portions. My work was quick enough that Holk Farms  
32 was able to plant and fertilize their crops in May of 2023.

33 Without a raise, I told Bobbie that I was quitting after the May crops were planted. Bobbie  
34 let me live on the property, but I didn't spend nearly the same amount of time on the farm as I did  
35 as a farmhand. Shortly after, I landed a job with Ellis Collymore. Initially, Ellis told me that a Holk  
36 was never going to work for the Collymore Preserve, but once I explained to Ellis the situation,  
37 Ellis gave me a job that paid better than Bobbie ever did. I did have to work long hours, though,  
38 which meant that I was only really on the farm during the early mornings and right before nightfall.

39           From my limited time on Holk Farms that year, I know that Bobbie hired a few farm hands  
40 and a property manager named Dakota Bryant, which is how I knew Bobbie had enough money to  
41 give me a raise but chose not to. Due to the move, we didn't have any animals on the property yet,  
42 and still didn't when this lawsuit was filed. The only reason we could fertilize the crops in May  
43 was because we had leftover fertilizer from Kentucky, but after that, I know for a fact Bobbie  
44 didn't have any organic fertilizer. Because of that, I think Bobbie switched to store-bought  
45 malorganite fertilizer. On July 20, I saw huge stacks of malorganite buckets sitting on the side of  
46 the house. I also saw a receipt of the purchase sitting on the table. I've never seen Bobbie order so  
47 much fertilizer in one season before. During dinner one night, I overheard Bobbie tell Dakota that  
48 money needed to come in fast to help pay for Bobbie's mom's surgery. As for the container wall,  
49 I never saw anyone go and repair it.

50           I said that I hated everyone involved, and that doesn't exclude Ellis. Even though Ellis  
51 hired me, Ellis would take every opportunity to insult me in front of other employees. Since it's a  
52 family business and all the employees are all part of the Collymore family, they would always  
53 have a good laugh every time Ellis called me a filthy Holk. The irony was that the Collymore  
54 Preserve is just about the filthiest place I've ever seen. The park guests throw trash left and right  
55 because Ellis was too lazy to set up trash cans around the Preserve. It was particularly bad on the  
56 west side of Collymore Preserve. I talked to Ellis about it once, but Ellis just ordered me to pick  
57 up the litter. For what it's worth, I tried my best since I care about the environment, but I know I  
58 missed a water bottle here and there. Along with trash collection, Ellis also put me in charge of  
59 growing some vegetables and other crops to feed the animals around the Preserve. I've heard  
60 through the grapevine what Bobbie's been saying about me, and I want to be clear that I never  
61 used malorganite fertilizer around the Collymore Preserve.

62           On August 1, I walked in to find Bobbie and Dakota watching a news broadcast about

63 Hurricane Annette. Bobbie was clamoring about how this was going to be the perfect opportunity  
64 to finally dump all that fertilizer out onto the fields. Dakota said, “Maybe we should be careful.  
65 I’m not used to this store-bought stuff.” I was immediately concerned because my new place of  
66 work was downstream from the farm, and any runoff caused by the storm would really hurt the  
67 Preserve. I said that Bobbie would be a moron to use any fertilizer when we were smack in the  
68 middle of Hurricane Annette’s predicted path. We exchanged a few heated words. I decided that  
69 it was time I moved out. I currently live in a storage unit on the Collymore Preserve while I  
70 apartment hunt.

71           When Hurricane Annette came through, the water from uphill came rushing down into the  
72 Marshlands. It took me a week to clean up all the trash that washed in, but I noticed that it was  
73 mainly concentrated on the west side of Preserve. In September, the water turned green and was  
74 covered in these murky algal blooms. At the end of the month, animals started turning up dead on  
75 the side of our nature trails. I knew immediately whose fault this was.

76           I am familiar with the following exhibits: Exhibit 1 is the map of Summercreek. Exhibit 2  
77 is the cone of Hurricane Annette broadcast nationally on the news on August 1, 2023. This is the  
78 same broadcast I walked into Dakota and Bobbie watching. Exhibit 3 is another Hurricane Annette  
79 prediction from the local news. Exhibit 5 is a photo of the container wall on Holk Farms, which  
80 looks identical to how I last saw it when I moved out of Bobbie’s place. Exhibit 6D is the receipt  
81 I saw on the table after I walked past the huge stacks of malorganite buckets. Exhibit 7A is a photo  
82 of a malorganite bucket, 7B is the label on the bucket, and 7C is the ingredients list of malorganite  
83 fertilizer. Exhibit 8 contains some texts between Ellis and me, while Exhibit 9 contains some texts  
84 between Bobbie and me. I’m not familiar with any of the other exhibits in this case.

85           I swear or affirm the truthfulness of everything stated in this affidavit. Before giving a  
86 statement, I was told I should include everything that I know may be relevant to my testimony,

87 and I followed those instructions. I know that I can and must update this affidavit if anything new  
88 occurs to me until the moment before opening statements begin in this case.

Signed,

*Regan Holk*

Regan Holk

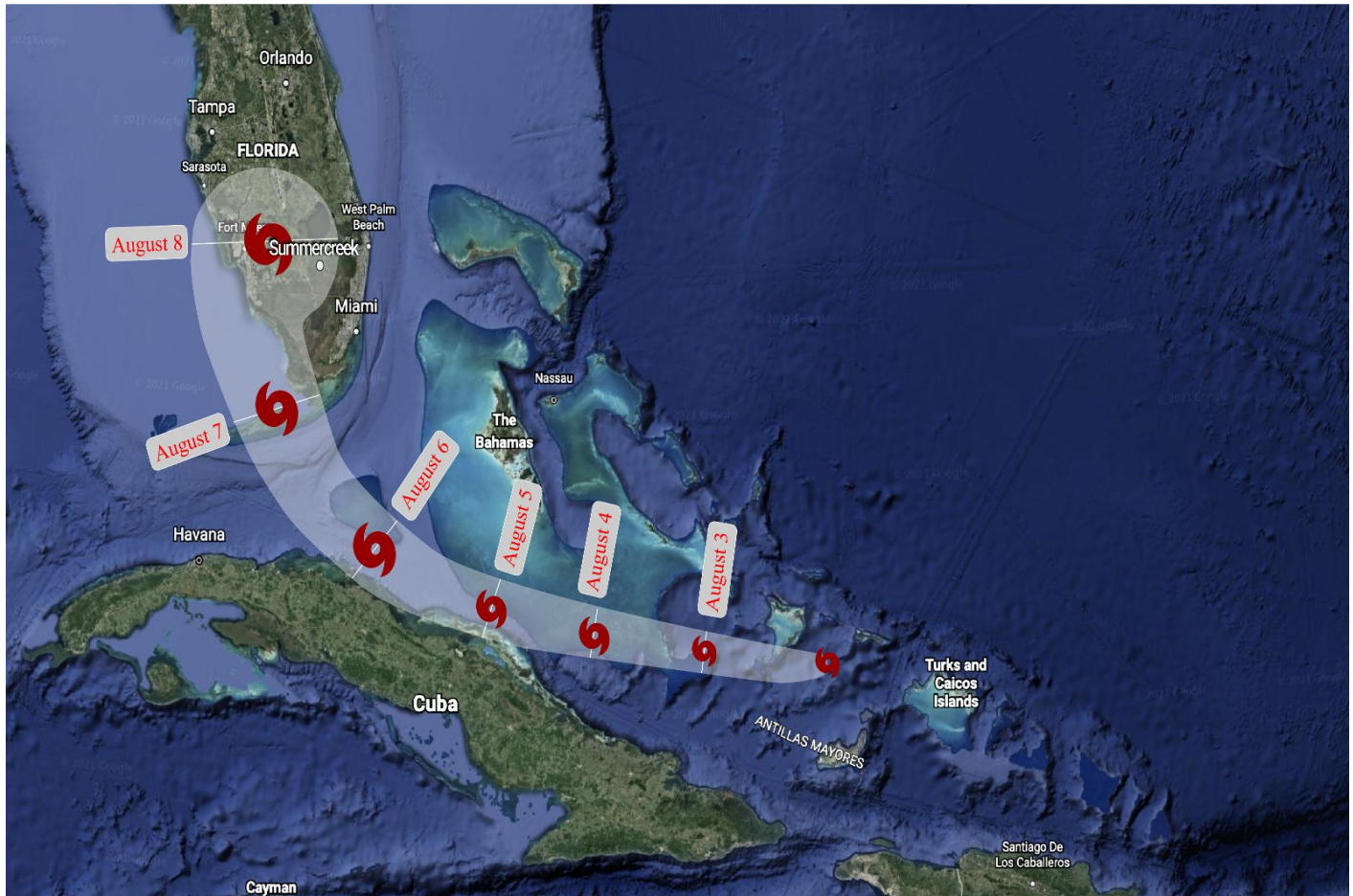
# Exhibit 1

## Map of Holk Farms and Collymore Preserve



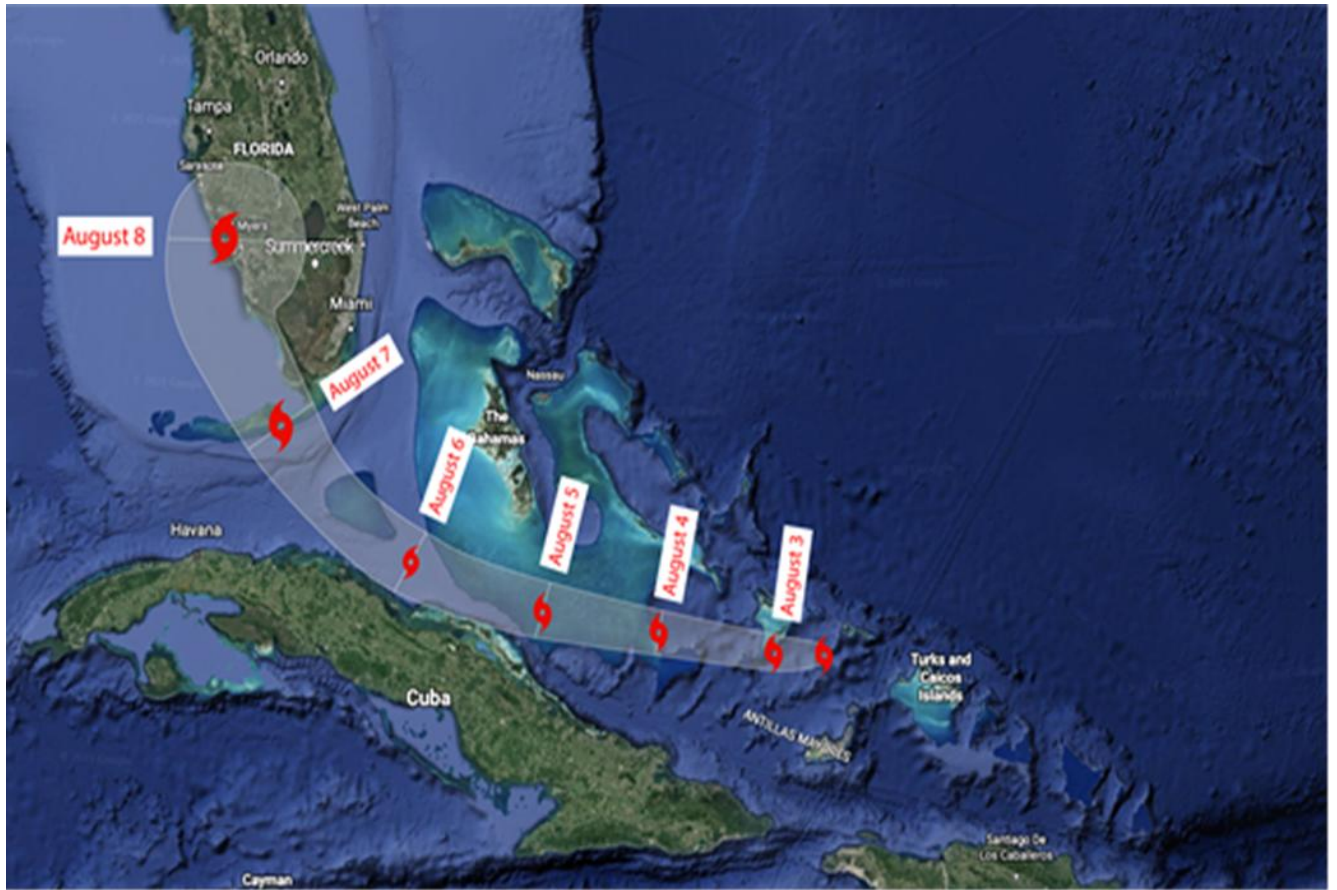
Holk Farms and Collymore Preserve shaded outside water area  
Algal blooms are marked in Summercreek Marshlands

## Exhibit 2



National Hurricane Forecasting Institute – Forecast of Hurricane Annette  
August 3rd, 2023

# Exhibit 3



WAKY TV Channel 1 – Forecast of Hurricane Annette – August 3, 2023

## Exhibit 4



Example of an intact retaining wall

**Exhibit 5**



A photo of the defendant's retaining wall  
(Taken October 15, 2023)

**Exhibit 6A**

Castillo's Supply Depot  
1211 Harbor Ln  
Summerville, FL  
(776) 838 - 1718

SALE  
04/24/2019 01:29 PM  
BATCH #:01CDS  
APPR #:963DE  
TRACE #: 9  
VISA 7712

30 Organic Fertilizer 60 lb.	\$1275.00
5 Reusable Respirator	\$107.50
5 26" Shovel	\$99.95

SUBTOTAL:	\$1482.45
SALES TAX:	\$103.77
TOTAL:	\$1586.22

APPROVED  
THANK YOU  
CUSTOMER COPY

Holk Farms Fertilizer purchase April 2023 Receipt

**Exhibit 6B**

Castillo's Supply Depot  
1211 Harbor Ln  
Summercreek, FL  
(776) 830 - 1718

SALE  
05/30/2019 03:06 PM  
BATCH #:0C91B  
APPR #:50659  
TRACE #: 9  
VISA 7712

30 Organic Fertilizer 60 lb.	\$1275.00
7 10 Gallon Tub, Green	\$62.93

SUBTOTAL:	\$1337.93
SALES TAX:	\$93.66
TOTAL:	\$1431.59

APPROVED  
THANK YOU  
CUSTOMER COPY

Holk Farms Fertilizer purchase May 2023 Receipt

**Exhibit 6C**

Castillo's Supply Depot  
1211 Harbor Ln  
Summerville, FL  
(776) 830 - 1718

SALE  
06/28/2019 02:43 PM  
BATCH #:05692  
APPR #:2F975  
TRACE #: 9  
VISA 7712

30 Organic Fertilizer 60 lb. \$1275.00

SUBTOTAL: \$1275.00  
SALES TAX: \$89.25  
TOTAL: \$1364.25

APPROVED  
THANK YOU  
CUSTOMER COPY

Holk Farms Fertilizer purchase June 2023 Receipt

**Exhibit 6D**

Castillo's Supply Depot  
1211 Harbor Ln  
Summercreek, FL  
(776) 030 - 1718

SALE  
07/20/2019 02:43 PM  
BATCH #:05E75  
APPR #:00940  
TRACE #: 9  
VISA 7712

90 Malorganite 60 lb.	\$3373.20
2 26" Shovel	\$25.98
1 Utility Knife 6"	\$8.50
2 HDX Pump Sprayer	\$19.94
3 100 oz Torch Fuel	\$41.97

SUBTOTAL:	\$3469.59
SALES TAX:	\$242.87
TOTAL:	\$3712.46

APPROVED  
THANK YOU  
CUSTOMER COPY

Holk Farms Fertilizer purchase July 2023 Receipt

**Exhibit 7A**



Malorganite Fertilizer Buckets  
Picture taken by Regan Holk

**Exhibit 7B**



Logo on the front of the bucket of Malorganite fertilizer bucket

<b>GUARANTEED ANALYSIS</b>	
TOTAL NITROGEN (N).....	24.0%
6.2% AMMONIACAL NITROGEN	
17.8% UREA NITROGEN*	
AVAILABLE PHOSPHORIC ACID (P <sub>2</sub> O <sub>5</sub> ).....	6.0%
SOLUBLE POTASH (K <sub>2</sub> O).....	12.0%
TOTAL SULFUR (S).....	6.0%
2.0% FREE SULFUR	
4.0% COMBINED SULFUR	
IRON (Fe).....	1.0%

#313-1119

**DERIVED FROM:**  
 Polymer-coated urea, sulfur-coated urea, urea, ammonium sulfate, di-ammonium phosphate, muriate of potash, iron sulfate and mercury.

\*Contains 16.3% slowly available coated slow release nitrogen from 3 different release components: 4.5% slowly available urea nitrogen from polymer-coated urea (15 micron coating thickness), 4.5% slowly available urea nitrogen from polymer-coated urea (22 micron thickness), 7.3% slowly available urea nitrogen from sulfur-coated urea.  
 Chlorine (Cl) not more than 12.0%

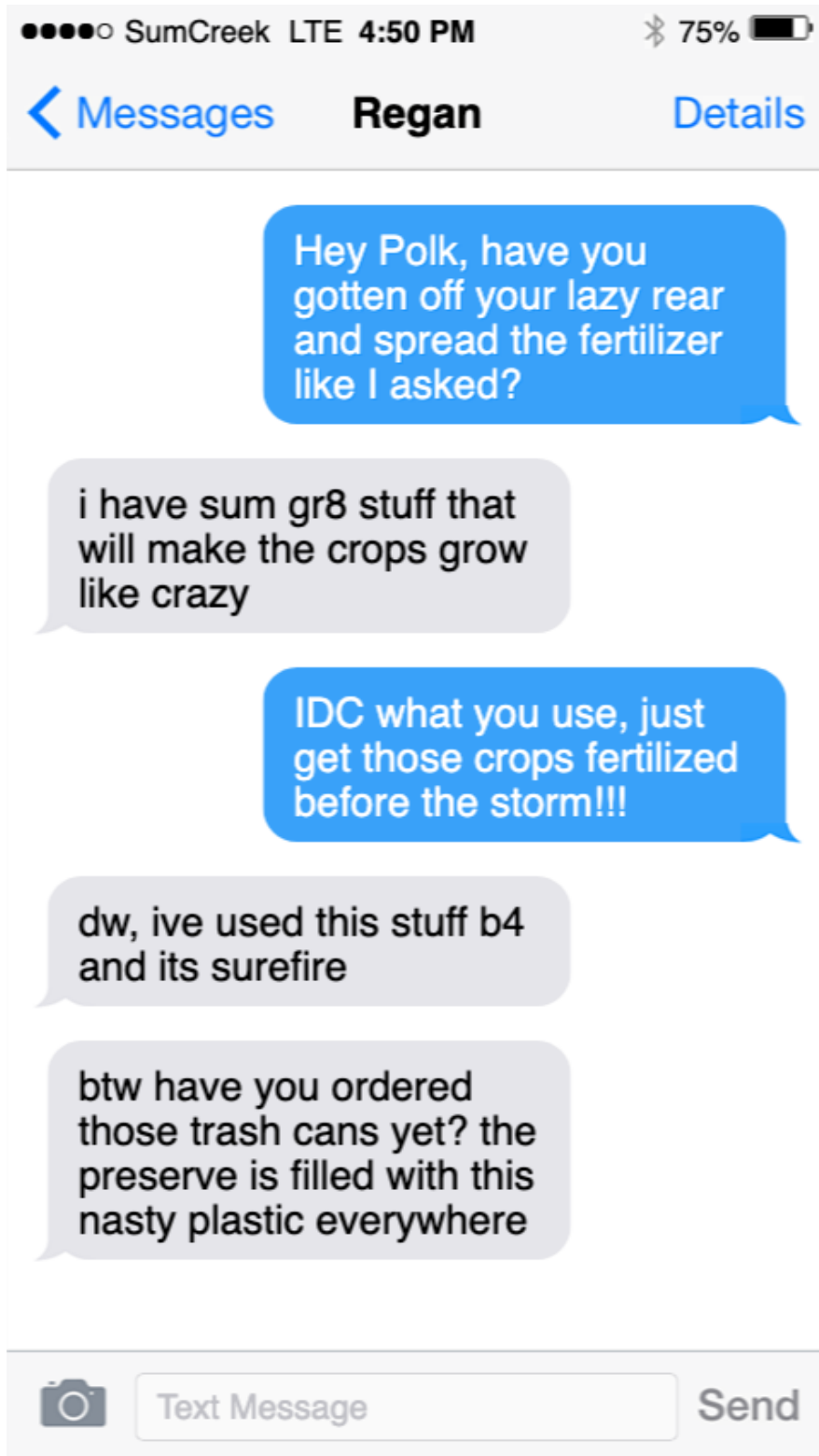
**ZONE ONE:**  
 Cool season northern grasses, such as Kentucky Bluegrass, Annual Ryegrass and Perennial Ryegrass. Apply early spring after a hard freeze. This is usually in early spring and late fall. Apply American Choice™ over lawn at the rate of 1 lb per 21 lb bag of Sam's Choice. One 21 lb bag of Sam's Choice will cover just over 10,000 sq ft.

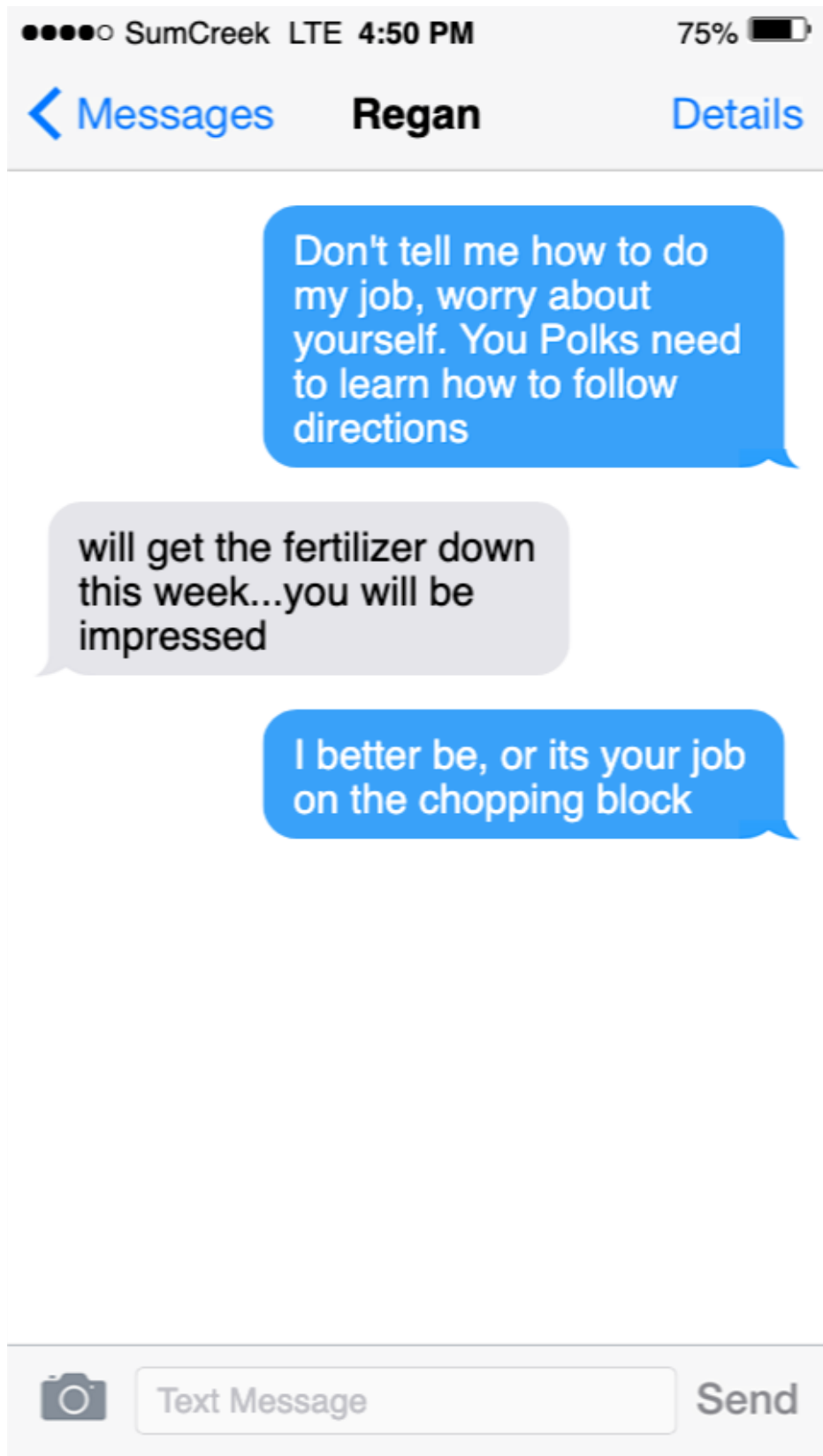
**ZONE TWO:**  
 Warm season southern grasses, except St. Augustine grass. Apply in spring, summer or fall. Spread Sam's Arizer evenly over lawn at 1 lb per sq ft. This 21 lb bag of 24-6-12 will cover 10,000 sq ft. Centipede Grass and St. Augustine Grass are early fall at the rate of 1 lb per sq ft. **TRANSITION:** Turf grasses and St. Augustine grasses. Apply

Information provided on the back of the Malorganite fertilizer Bucket

## Exhibit 8

Text Messages between Regan Holk and Ellis Collymore  
August 1, 2023



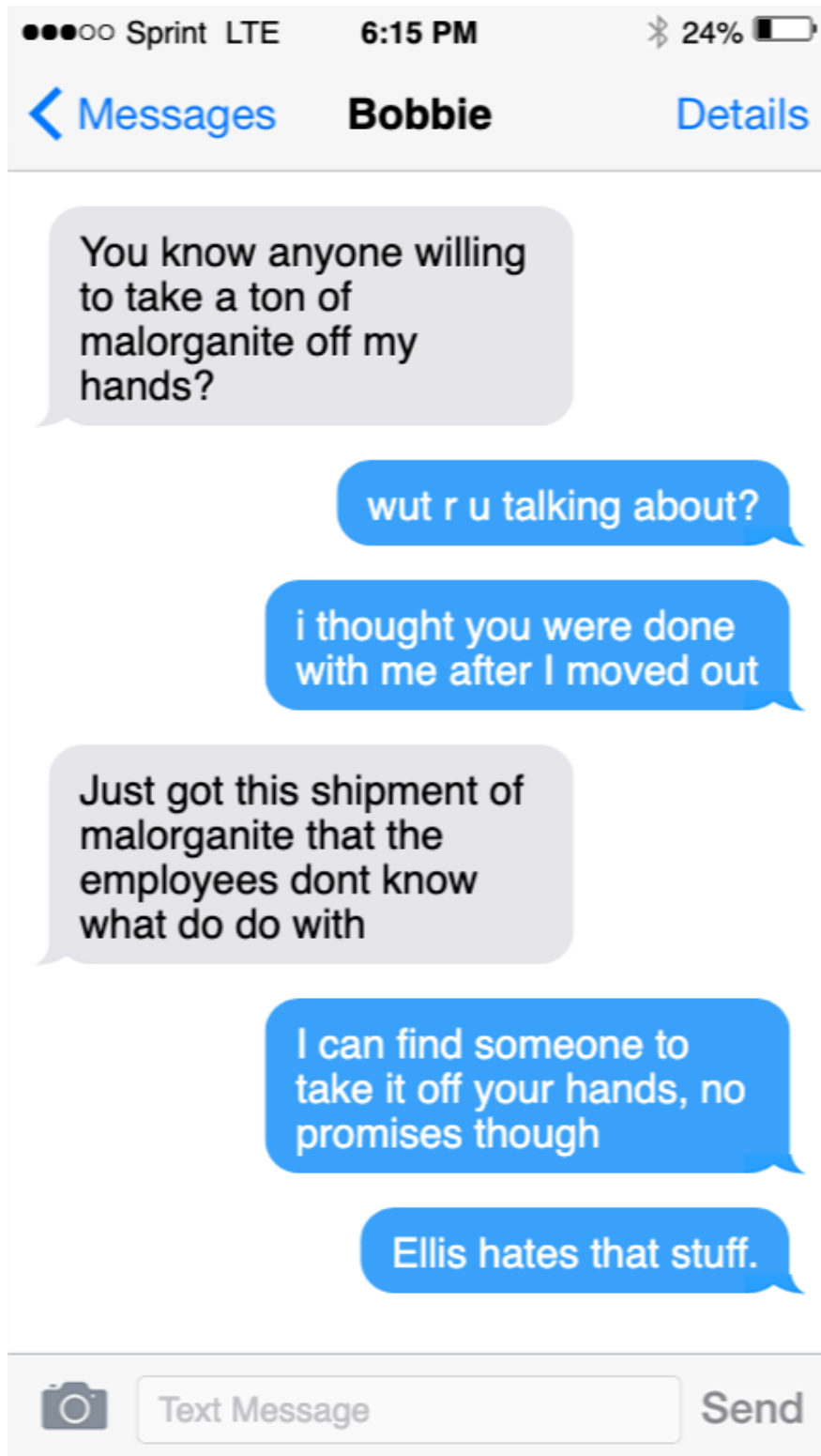


Regan Holk: Gray bubble

Ellis Collymore: Blue Bubble

## Exhibit 9

Text messages between Bobbie Holk and Regan Holk  
July 25, 2023

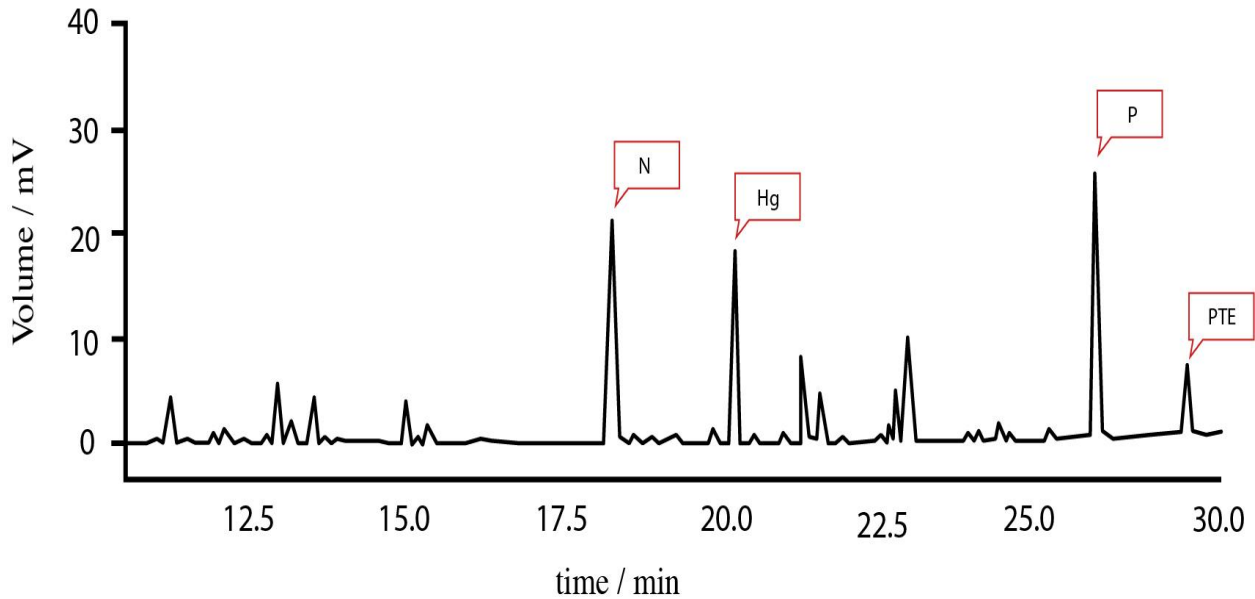


Bobbie Holk: Gray bubble

Regan Holk: Blue Bubble

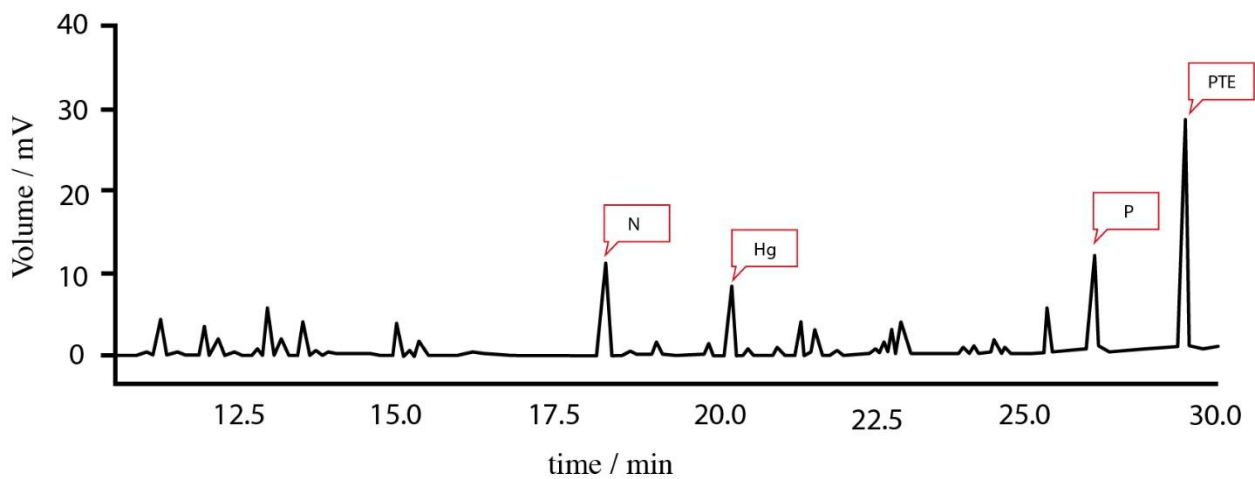
**Exhibit 10A**  
Gas Chromatograph Results

**Water Sample taken at Holk Farms (sample taken on October 15, 2023)**



89

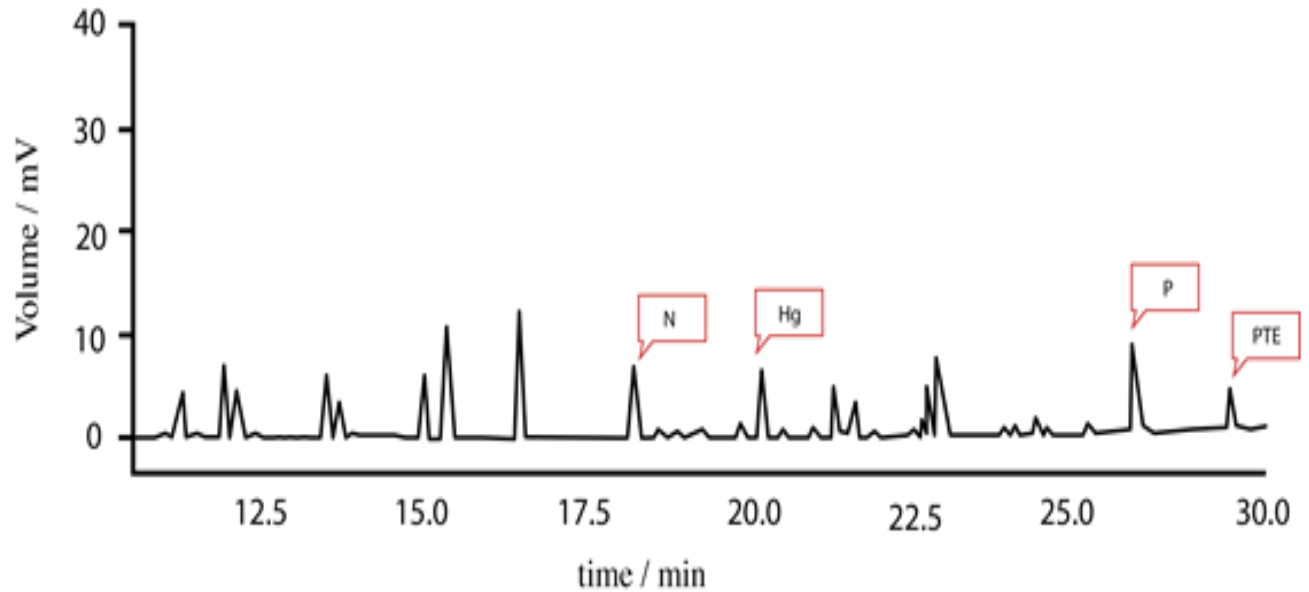
**Water sample taken at Collymore Preserve (sample taken on October 15, 2023)**



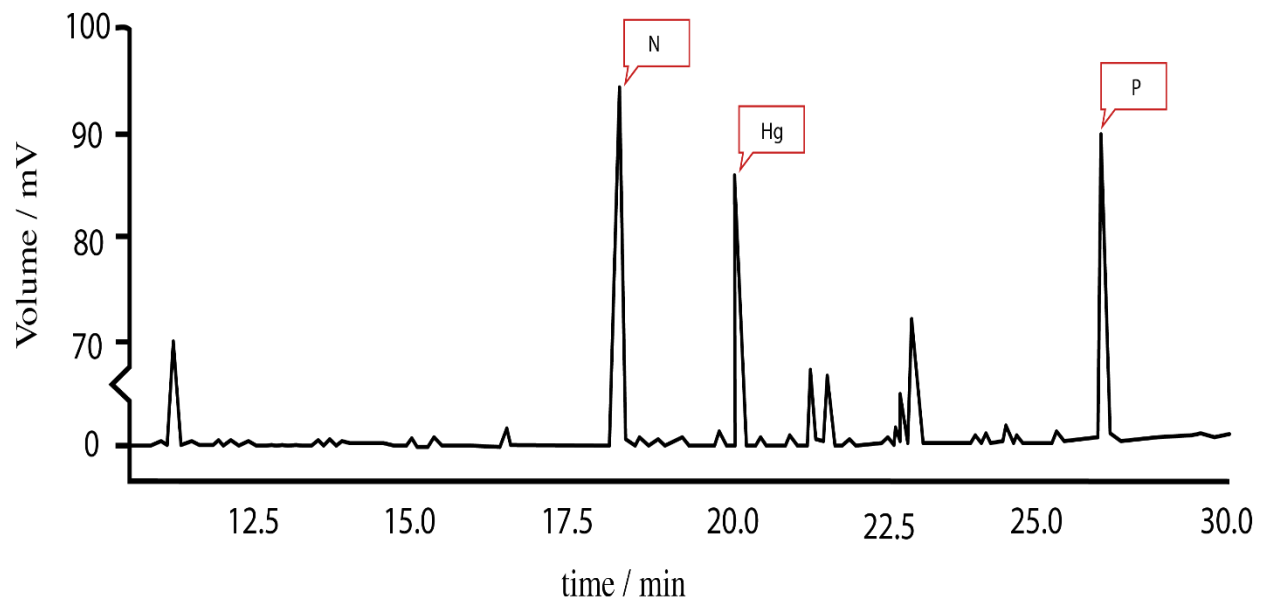
**N – Nitrogen    Hg – Mercury    P – Phosphorous    PTE - Particles of Synthetic Plastics**

## Exhibit 10B Gas Chromatograph Results

### Clean water (control sample)



### Malorganite ingredients



N – Nitrogen    Hg – Mercury    P – Phosphorous    PTE - Particles of Synthetic Plastics

## Exhibit 11

### Memorandum from Bobbie Holk to Employees

**To:** Holk Farms Employees  
**From:** Bobbie Holk  
**Date:** August 2, 2023 @ 10:27 A.M.  
**Subject:** Upcoming Fertilizer Application

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Hey y'all! If you haven't seen the news already, it looks like Hurricane Annette is undoubtedly making landfall in Florida. Y'all know the drill; let's get that fertilizer spread out on the fields as quickly as possible. I want everything in the shed GONE by the time I come into work tomorrow. Although I don't think this is going to hit us directly, I feel like we're going to get a good bit of rain, so let's get a layer of fertilizer on the fields. Chop, chop!

Bobbie.

P.S. If you have any questions, ask Dakota.

