

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

ESSENTIAL HOLIDAY LIGHTING,
LLC,

CASE NO.: 2025-CA-_____

Plaintiff,

v.

JARED BEVIANO, individually, and
PHILIP BEVIANO, individually,

Defendants.

COMPLAINT

Plaintiff, Essential Holiday Lighting, LLC, sues Defendants, Jared Beviano and Philip Beviano, both individually, for, *inter alia*, conversion and theft of corporate property and alleges:

Nature of Case, Jurisdiction and Venue

1. This is an action for conversion, civil theft, and breach of fiduciary duty under Florida law.
2. The amount in controversy exceeds \$50,000, exclusive of attorneys' fees and costs, and jurisdiction is otherwise applicable under Fla. Stat. § 26.012(2).
3. This Court has personal jurisdiction over Defendants under Fla. Stat. § 48.193(1)(a)(2) because they committed conversion, theft, and breach of fiduciary duty, and are residents of Palm Beach County, Florida.

4. Venue is proper in this Court because all parties reside in Palm Beach County, Florida.

The Parties

5. Essential Holiday Lighting, LLC (“EHL”), formed in November 2024, installs holiday lighting at businesses, residential communities, and homes throughout South Florida.

6. Defendant Jared Beviano (“J. Beviano”), who resides at 20571 Linksview Way, Boca Raton, Florida 33434, was the managing member of EHL until he resigned on December 15, 2025.

7. Defendant Philip Beviano (“P. Beviano”), also resides at 20571 Linksview Way, Boca Raton, Florida 33434, and he registered, converted, and refuses to relinquish EHL’s domain and website that are part of the corporate property EHL seeks to recover.

Facts Giving Rise to Claims

8. While managing member of EHL, J. Beviano, in active concert and participation with his father, P. Beviano, registered through GoDaddy EHL’s domain, essentialholidaylighting.com (the “EHL Domain”).

9. J. Beviano also created, through Squarespace, EHL’s website (the “EHL Website”).

10. From inception of EHL until he resigned on December 15, 2025, J. Beviano, as manager, created all content for, managed, and operated the EHL Domain and Website on behalf of EHL.

11. After J. Beviano resigned, EHL, through its remaining members, demanded that J. Beviano and P. Beviano furnish EHL with administrative access to, and otherwise relinquish control over, EHL's GoDaddy and Squarespace website and hosting accounts, including the EHL Domain ("EHL's Website Property").

12. J. Beviano and P. Beviano ignored those demands.

13. On February 2, 2026, EHL sent a demand letter to J. Beviano demanding that he return EHL's Website Property ("Demand Letter," attached as the **Exhibit** hereto).

14. In addition, EHL demanded that J. Beviano return the Company's Boom Truck, which he stole from EHL.

15. In response to the Demand Letter, the Bevianos' attorney, Casey Cummings, demanded a settlement agreement and release before the Bevianos would return the property they stole from the Company.

16. After weeks of foot-dragging delay, on February 11, 2026, Cummings responded: "I spoke with my client and he stated that he is transferring over the website from his Father [P. Beviano] to Nelson [EHL member]."

17. Contrary to Cummings' promise, the Bevianos refuse to relinquish EHL's Website Property or return the Boom Truck.

18. In the meantime, EHL was sued by a competitor in U.S. District Court for trademark and copyright infringement caused by domain and website activities initiated, implemented, and maintained by J. Beviano in conjunction with domain registrant P. Beviano.

19. By refusing to relinquish EHL's Website Property, J. Beviano and P. Beviano are preventing the Company from making any remedial changes, if deemed

appropriate, in response to the federal lawsuit and exacerbating the potential liability they already created.

20. This was all explained to Cummings, who, after failing to attain his clients' compliance with EHL's demands, dismissively responded: "You need to stop with these threats it's not doing you any good."

21. In addition to the Website Property and Boom Truck, J. Beviano, incensed at having been asked to disassociate from EHL, set out on a vindictive path to inflict maximum harm on the Company and its remaining two members, including stealing the following Company property (collectively, "Lighting Materials"):

- a) Approximately 7-8 C9 String Light Socket Wire Spools, which he handed out for free to a former EHL employee;
- b) Approximately 1000 sets of Coaxial String Lights, which he handed out for free to multiple former employees of EHL; and
- c) Lighting Materials from a shipment from China worth at least \$9,000.

22. J. Beviano also stole jobs from EHL, including those he secretly performed behind the Company's back using its stolen Boom Truck, for his friends, family, and other customers, thereby depriving the Company of revenues from those jobs (the "Illicit Lighting Jobs").

23. All conditions precedent have been performed or otherwise occurred.

24. EHL seeks recovery from the Bevianos for all attorneys' fees and costs incurred in having to chase them down for the return of its property and for conversion and theft.

COUNT I
CONVERSION

25. EHL realleges paragraphs 1-24 as though set forth in full herein.

26. This is an action for conversion against Defendants.

27. EHL is the owner of its Website Property, Boom Truck, and Lighting Materials.

28. Defendants have taken EHL's Website Property, and J. Beviano took the Company's Boom Truck and Lighting Materials, with intent to exercise ownership inconsistent with EHL's ownership thereto.

29. As a result, EHL has been damaged.

COUNT II
CIVIL THEFT

30. EHL realleges paragraphs 1-24 as though set forth in full herein.

31. Defendants' conduct constitutes civil theft under chapter 812, Florida Statutes in that they knowingly obtained EHL's property with felonious intent to deprive EHL of its right to or benefit from the property, and to appropriate it to their own use.

32. Prior to filing this claim, EHL demanded that Defendants return the Website Property, Boom Truck, and Lighting Materials and pay the Company for the Illicit Jobs performed by J. Beviano.

33. They have refused to do so.

34. Accordingly, under Fla. Stat. § 772.11, EHL is entitled to bring this civil theft claim and, upon prevailing, to recover treble damaged and attorneys' fees.

COUNT III
BREACH OF FIDUCIARY DUTY

35. EHL realleges paragraphs 1-24 as though set forth in full herein.

36. As an officer of EHL, J. Beviano owed EHL the highest fiduciary duties of loyalty, good faith, candor, and care. He was obligated to act solely in EHL's best interests in all matters within the scope of his employment and to refrain from self-dealing, secret profits, or competition with EHL.

37. J. Beviano breached his fiduciary duties and duty of loyalty to EHL through the wrongful conduct described above and further as follows:

38. J. Beviano converted the Website Property and refused to relinquish administrative control, thereby preventing the Company from not only accessing its domain and website, but also from making any changes to it, whether remedial to the federal lawsuit or otherwise;

39. J. Beviano converted EHL's Boom Truck and Lighting Materials and has failed to return it or otherwise compensate EHL for same; and

40. J. Beviano usurped EHL's business opportunities and stole revenues to which it is entitled by secretly performing the Illicit Jobs, using the stolen Boom Truck, without notifying or compensating EHL.

41. J. Beviano's breaches of his fiduciary duty were knowing, willful, and malicious, undertaken in bad faith with the deliberate intention to harm EHL.

42. As a result, EHL has been damaged.

Prayer for Relief

WHEREFORE, as to all causes of action, EHL demands:

- a) A Final Judgment finding that Defendants have engaged in conversion, civil theft, and breach of fiduciary duties;
- b) A temporary and permanent injunction requiring Defendants to relinquish control and turn over to EHL the Website Property, Boom Truck, and Lighting Materials;
- c) An award of compensatory, special, and punitive damages against Defendants;
- d) An accounting of revenues and profits J. Beviano stole from the EHL by and through the commission of the Illicit Jobs;
- e) An award of treble damages under the civil theft statute;
- f) An award of attorneys' fees under Fla. Stat. § 772.11, et. seq.; and
- g) such other and further relief as this Court deems just and proper.

Dated: February 19, 2026

JOHNSON & MARTIN, P.A.

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