

2014 WL 1764329 (Fla.Cir.Ct.) (Trial Pleading)
Circuit Court of Florida.
Fifteenth Judicial Circuit
Palm Beach County

Catherine FREDERICKS, Plaintiff,

v.

Princella LEWIS, Connie Lewis, Prestigious Lifecare for Seniors LLC f/k/a Pl Firm, LLC, a
Limited Liability Company, Sovereign Healthcare of Boynton Beach, LLC d/b/a Boynton Beach
Rehabilitation Center, a Limited Liability Company, John Doe and Jane Doe, Defendants.

No. 2014CA004972.
April 25, 2014.

Complaint

[Webb Millsaps](#), Florida Bar No.: 32414, webb@webbmillsapslaw.com, Webb Millsaps Law, PL, 160 W. Camino Real, #190, Boca Raton, FL 33432, Telephone: 561-900-7238, Facsimile: 561-880-0013, [Donna Greenspan Solomon](#), Florida Bar No.: 59110, for plaintiff.

Plaintiff, Catherine Fredericks, by and through the undersigned counsel, files this Complaint against Defendants, PRINCELLA LEWIS (“Princella,” “Lewis” or “Princella Lewis”), CONNIE LEWIS (“Connie” or “Connie Lewis”), PRESTIGIOUS LIFECARE FOR SENIORS LLC F/K/A PL FIRM, LLC (“PL Firm”), SOVEREIGN HEALTHCARE OF BOYNTON BEACH, LLC d/b/a BOYNTON BEACH REHABILITATION CENTER (“Boynton Rehab”), John Doe, and Jane Doe.

PARTIES

1. Plaintiff Catherine Fredericks (“Ms. Fredericks” or “Plaintiff”) is a resident of Palm Beach County.
2. Defendant Princella Lewis is a resident of Ft. Lauderdale, Florida.
3. Defendant Connie Lewis is a resident of Ft. Lauderdale, Florida.
4. Defendant PL Firm, a Florida limited liability company, has its principal place of business in Tamarac, Florida.
5. Defendant Boynton Rehab, a Florida limited liability company, has its principal place of business in Boynton Beach, Florida.

JURISDICTIONAL STATEMENT

6. The amount in controversy exceeds \$15,000.00, excluding interest, costs and attorney's fees, which is within the jurisdiction of the court in accordance with [Section 26.012 of the Florida Statutes](#).

VENUE

7. Venue in Palm Beach County, Florida is proper in this action under [Section 47.011 of the Florida Statutes](#) because the activities giving rise to this action occurred in this county.

FACTUAL ALLEGATIONS

8. Fredericks suffered an injury in 2012 and, following a hospitalization, was transferred to Boynton Rehab. Ms. Fredericks is 88 years old and has no living family or close friends.

9. After Ms. Fredericks was admitted, Boynton Rehab introduced her to PL Firm and its owner, Princella Lewis (“Princella”).

10. Boynton Rehab requested that PL Firm qualify Ms. Fredericks for Medicaid, so that Boynton Rehab could receive Medicaid government payments for Ms. Fredericks. In exchange for arranging for PL Firm and Princella to obtain control over Plaintiff Ms. Fredericks, Boynton Rehab sought to and, on information and belief, did receive and continues to receive substantial Medicaid payments so that Boynton Rehab can continue to be paid large sums from the government for so long as Plaintiff Ms. Fredericks is a resident of Boynton Rehab's facility.

11. Upon meeting Ms. Fredericks, Princella quickly sought to have Ms. Fredericks execute a durable power of attorney so that Princella could take control of all of Ms. Fredericks money, property and assets, which Princella did. On information and belief, Princella did not immediately apply for Medicaid for Ms. Fredericks, but instead obtained total control of Ms. Fredericks, a woman who Princella had never met prior to Boynton Rehab arranging for Ms. Fredericks to do business with Princella and PL Firm

12. The ostensible power of attorney, in which Princella was to act as agent for Plaintiff Ms. Fredericks, was purportedly dated as of June 23, 2012.

13. Then, just four (4) days later, after Boynton Beach solicited PL Firm and Princella to meet Ms. Fredericks to obtain power of attorney over Ms. Fredericks, Boynton Rehab “found” that Ms. Fredericks lacked legal capacity, in whole or in part.

14. Boynton Rehab claims that Ms. Fredericks had legal capacity on June 23, 2012 when Boynton Rehab solicited Princella to meet with Ms. Fredericks and obtain power of attorney over Ms. Fredericks, yet Boynton Beach Rehab claims that Ms. Fredericks did not have legal capacity as of June 27, 2012,

15. Boynton Rehab's internal and nonjudicial determination that Ms. Fredericks was legally incapacitated made the power of attorney appear to be permanent and irreversible because Ms. Fredericks purportedly had suddenly lost legal capacity to renounce or revoke the power of attorney obtained by Princella just days earlier.

16. Princella used the power of attorney to obtain substantially all of the assets of Ms. Fredericks.

17. By December 2012, Princella had taken substantially all of Ms. Fredericks' liquid assets, which was a sum of at least \$57,000.

18. On or about December 14, 2012, Princella used the power of attorney over Ms. Fredericks to obtain a check for \$57,000 from Ms. Fredericks and to deposit this sum in PL Firm's bank account.

19. PL Firm is managed by Princella and her sister, Connie Lewis (“Connie”).

20. Both Princella and Connie are signatories to the PL Firm bank account to which Ms. Fredericks's \$57,000 was deposited.

21. Princella represented to Ms. Fredericks that her \$57,000 would be placed in a trust account for the benefit of Ms. Fredericks.

22. Beginning in December 2012, PL Firm began paying itself \$2,500 per month each month for alleged “care management” services to Ms. Fredericks.

23. The alleged “care management” services were not authorized by Ms. Fredericks, and *PL Firm was not and is not entitled to pay itself any amount from Ms. Fredericks' funds.*

24. Boynton Rehab was advised in approximately March 2013 by former employees of Princella and PL Firm that there was significant evidence and allegations that Princella and PL Firm was misappropriating, stealing, using undue influence and unscrupulous practices against **elderly** victims and that Boynton Rehab should take steps to protect Ms. Fredericks from **abuse** and **financial** mischief by Princella. Accordingly, Boynton Rehab has been on actual notice of the danger to Ms. Fredericks property and person for over one (1) year.

25. During this more than one (1) year period, Princella and PL Firm has unlawfully paid itself at least \$2,500 per month for “care management” services, which Plaintiff has never received and which is a blatant conflict of interest under Florida law because Princella purports be acting as “agent” to Plaintiff under a durable power of attorney and is simultaneously unlawfully charging Plaintiff an outrageous sum for fictional “care management” services.

26. Boynton Rehab has stated opposite positions at different times - on the one hand stating that Princella had been “banned” from the nursing home, but then on alternative occasions stating that it had taken no action to prevent contact between Princella and Ms. Fredericks.

27. Boynton Rehab solicited PL Firm to obtain Medicaid benefits for Ms. Fredericks for its own purposes to receive government payments and, in exchange for arranging the improper solicitation of Ms. Fredericks by Princella and Lewis, Boynton Rehab enriched itself to Ms. Fredericks' **financial** and personal detriment.

28. Boynton Rehab has a blatant conflict of interest in isolating Ms. Fredericks' from undersigned counsel, because Boynton Rehab is motivated to cover its bad acts in injecting PL Firm and Princella into Ms. Fredericks' life to the irreparable detriment of Plaintiff.

29. The undersigned counsel expressly advised Boynton Rehab of the malfeasance and **financial abuse** by Princella against Ms. Fredericks.

30. However, Boynton Rehab has refused to bar Princella from access to Ms. Fredericks.

31. Instead, Boynton Rehab has wrongfully prevented Ms. Fredericks from any contact with her own attorney.

32. Defendants together have removed and withheld Ms. Fredericks' important legal documents, such as any documentation needed to validate her identity to a notary, which is desirable so that Plaintiff Ms. Fredericks can fully and finally effectuate the severance of all documents improperly obtained from Plaintiff Ms. Fredericks through improper means by Defendants.

33. The undersigned counsel has advised Princella through her legal counsel that any supposed agreement for “care management” services to Ms. Fredericks is void and that Princella must immediately return the improperly obtained \$57,000 to undersigned counsel for the benefit of Ms. Fredericks. A copy of such letter is attached as Exhibit “A” hereto.

34. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable fees and costs for such services.

35. Plaintiff has performed all conditions precedent, or they have occurred, been waived, or otherwise been excused.

COUNT I EMERGENCY INJUNCTION - DEFENDANT BOYNTON REHAB

36. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 32.

37. Defendant Boynton Rehab has wrongfully confined Plaintiff by preventing her from having contact with her own attorney and by refusing to provide her authorized representatives with her medical records pursuant to a valid release.

38. Defendant Boynton Rehab's confinement and isolation of Plaintiff was and is without legal authority and is contrary to federal law.

39. Plaintiff will suffer irreparable harm if Boynton Rehab is not enjoined from continuing to wrongfully confine Plaintiff.

40. Plaintiff has no adequate remedy at law.

41. Plaintiff has a substantial likelihood of success on the merits.

42. An injunction will serve the public interest by protecting the frail and **elderly** Plaintiff from continued **abuse**.

WHEREFORE, Plaintiff requests that this Court enter an emergency mandatory injunction enjoining Boynton Rehab from continuing to wrongfully prevent Plaintiff from contact with her own attorney and from continuing to wrongfully withhold Plaintiff's proof of identification.

COUNT II VIOLATION OF RESIDENT'S RIGHTS UNDER FLORIDA STATUTE - DEFENDANT BOYNTON REHAB

43. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

44. Defendant Boynton Rehab has refused to allow Plaintiff the right to private, uncensored communication.

45. Defendant Boynton Rehab refused to allow providers of legal services to meet with Plaintiff.

46. Defendant Boynton Rehab made contradictory statements and took contradictory positions that violated Plaintiff's rights.

47. On the one hand, Defendant Boynton Rehab demands that Plaintiff is irrevocably stuck with having Defendants Princella and PL Firm as "agents" and "care managers" because Boynton Rehab invited Defendants PL Firm and Princella into the facility to take control of Plaintiff's **finances**.

48. Defendant Boynton Rehab acknowledges that Defendants Princella and PL Firm were complete strangers to Plaintiff until such time as Defendant Boynton Rehab unilaterally injected Defendants Princella and PL Firm into Plaintiff's **finances** and affairs.

49. Defendant Boynton Rehab maintains that its patient, Plaintiff, had legal capacity to enter into a durable power of attorney on June 23, 2012 and then inexplicably maintains that Plaintiff became legally incapacitated four (4) days later, rendering Plaintiff legally incapable of revoking such alleged durable power of attorney in favor of Defendants PL Firm and Princella.

50. Defendant Boynton Rehab alleged that only providers of **financial** and legal services that Boynton Rehab introduces to residents, such as Princella and PL Firm may enter its facility to provide services to residents, such as Plaintiff Ms. Fredericks.

51. Pursuant to [Florida Statute 400.022\(1\)](#) Residents' rights.—

All licensees of nursing home facilities shall adopt and make public a statement of the rights and responsibilities of the residents of such facilities and shall treat such residents in accordance with the provisions of that statement. The statement shall assure each resident the following:... (b) The right to private and uncensored communication, including, but not limited to, receiving and sending unopened correspondence, access to a telephone, visiting with any person of the resident's choice during visiting hours [and] (c) Any entity or individual that provides health, social, legal, or other services to a resident has the right to have reasonable access to the resident.

WHEREFORE, Plaintiff demands damages against Defendant Boynton Rehab for violation of Plaintiff's resident rights under Florida statutes, including attorney's fees, and such other relief this Court deems just and proper.

COUNT III EMERGENCY INJUNCTION - ALL DEFENDANTS

52. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

53. Plaintiff will suffer irreparable harm if Princella, PL Firm, and Connie are not enjoined from any and all further contact with Plaintiff and access to her **finances** and **financial** affairs. Plaintiff will suffer irreparable harm if Boynton Rehab permits contact between Princella, PL Firm, and Connie and Plaintiff.

54. Plaintiff has no adequate remedy at law.

55. Plaintiff has a substantial likelihood of success on the merits.

56. An injunction will serve the public interest by protecting the frail and **elderly** Plaintiff from continued **abuse**.

WHEREFORE, Plaintiff requests this Honorable Court to enter an injunction enjoining Princella Lewis, PL Firm, and Connie Lewis from any and all further contact with Plaintiff and access to her **finances** and **financial** affairs and for such other relief as this Court deems just and proper under the circumstances.

COUNT IV FALSE IMPRISONMENT - DEFENDANT BOYNTON REHAB

57. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

58. Defendant Boynton Rehab intended to confine Plaintiff.

59. Defendant Boynton Rehab performed acts resulting in Plaintiffs confinement, including preventing her from having contact with her own attorney and refusing to provide her with her proof of identification.

60. Defendant Boynton Rehab's confinement of Plaintiff was and is without legal authority.

61. Defendant Boynton Rehab's confinement of Plaintiff has caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff demands damages against Defendant Boynton Rehab for false imprisonment and such other relief this Court deems just and proper.

COUNT V EQUITABLE ACCOUNTING - DEFENDANTS PL FIRM AND PRINCELLA

62. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

63. Plaintiff and Defendants share a fiduciary relationship and/or entered a complex transaction.

64. An equitable accounting of Plaintiff's funds is required.

65. A remedy at law is inadequate.

WHEREFORE, Plaintiff demands damages against Defendants PL Firm and Princella for an equitable accounting and such other relief this Court deems just and proper. Specifically, Plaintiff demands that PL Finn and Princella shall (a) complete an accounting of the Plaintiff's funds obtained by PL Firm from the time that PL Firm and Princella first met Plaintiff in the summer of 2012, (b) provide an accounting of all the use of all of Plaintiff's funds.

COUNT VI CIVIL THEFT - DEFENDANTS PL FIRM, PRINCELLA AND CONNIE

66. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

67. Defendants Princella, Connie and PL Firm knowingly obtained over \$57,000 from Plaintiff with the intent to deprive Plaintiff of the right to the property and to appropriate the property to Defendants' Princella and PL Firm own use in violation of [Section 772.11 of the Florida Statutes](#).

68. Plaintiff has been injured because of the violation of [Section 772.11 of the Florida Statutes](#) and has lost at least \$57,000 in funds plus interest from the date of the theft.

69. Plaintiff, on March 12, 2014, through their undersigned counsel, served on Defendants written notice of the urgent demand for the return of these funds dollars of Plaintiff's funds, which letter is attached as Exhibit A.

70. Plaintiff, on March 27, 2013, through their undersigned counsel, made a written demand for \$171,000, which amount represents three times the amount taken by Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants PL Firm and Princella and each of them for general damages, damages in the amount of three times the *at least* \$57,000 taken and demanded to be returned to Plaintiff, pre and postjudgment interest, reasonable attorney's fees and costs, and for such other and further relief, in law or in equity, as this Court deems just and proper under the circumstances.

COUNT VII CIVIL RICO (FLORIDA) - ALL DEFENDANTS

71. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

72. Defendants violated [Florida Statute Section 772.103](#) and Plaintiff is entitled to a civil, statutory remedy under [Florida Statute Section 772.104\(1\)](#).

73. [Florida Statute Section 772.103](#) provides that:

It is unlawful for any person:

- (1) Who has with criminal intent received any proceeds derived, directly or indirectly, from a pattern of criminal activity or through the collection of an unlawful debt to use or invest, whether directly or indirectly, any part of such proceeds, or the proceeds derived from the investment or use thereof, in the acquisition of any title to, or any right, interest, or equity in, real property or in the establishment or operation of any enterprise.
- (2) Through a pattern of criminal activity or through the collection of an unlawful debt, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise or real property.
- (3) Employed by, or associated with, any enterprise to conduct or participate, directly or indirectly, in such enterprise through a pattern of criminal activity or the collection of an unlawful debt.
- (4) To conspire or endeavor to violate any of the provisions of subsection (1), subsection (2), or subsection (3).

74. [Florida Statute Section 772.104\(1\)](#) provides that:

Any person who proves by clear and convincing evidence that he or she has been injured by reason of any violation of the provisions of [s. 772.103](#) shall have a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts.

75. Defendants did conspire to violate the provisions of subsection (1), subsection (2), or subsection (3) of [Florida Statute 772.103](#).

WHEREFORE, Plaintiff demands judgment against all Defendants and each of them for general damages, damages in the amount of three times the actual damages sustained, pre and postjudgment interest, reasonable attorney's fees and costs, and for such other and further relief, in law or in equity, as this Court deems just and proper under the circumstances.

COUNT VIII CIVIL CONSPIRACY (COMMON LAW) - ALL DEFENDANTS

76. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

77. Defendants are parties to a civil conspiracy.

78. Defendants conspired to do an unlawful act.

79. Defendants conspired to take control of the over \$57,000 belonging to Plaintiff.

80. All Defendants owed a duty to Ms. Fredericks to protect her and her property and to protect her from theft.

81. Defendant Boynton Rehab owed a duty to Plaintiff to not refer Plaintiff to a **financial** predator and, upon learning of allegations of impropriety by Princella, to take steps to protect Ms. Fredericks and her property.

82. Defendants Princella, Connia and PL Firm owed a duty to Plaintiff not to wrongfully take and control the \$57,000 plus of funds from the Plaintiff.

83. Defendants committed an overt act in further of the conspiracy when they arranged to have Plaintiff deliver legal documents that gave total control over the Plaintiffs money and person to PL Firm and Princella and then promptly made it impossible for Ms. Fredericks to revoke or disavow the alleged power of attorney.

84. Defendants' conspiracy and their respective overt acts caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for damages against Defendants, pre and post judgment interest, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT IX CONVERSION - DEFENDANTS PL FIRM, PRINCELLA and CONNIE

85. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

86. Defendants PL Firm and Princella converted to their own use the approximately \$57,000 plus that belongs to Plaintiff.

WHEREFORE, Plaintiff demands judgment for damages against Defendants, pre and post judgment interest, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT X UNFAIR AND DECEPTIVE TRADE PRACTICES - ALL DEFENDANTS

87. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

88. Pursuant to [Florida Statute §501.204\(1\)](#) it is unlawful to conduct unfair or deceptive acts or practices in any trade or commerce.

89. The Defendants' acts described herein constitute unfair and deceptive trade practices in the business dealings that the Defendants had with Plaintiff.

90. [Florida Statute §501.211\(2\)](#) provides the following:

(2) In any action brought by a person who has suffered a loss as a result of a violation of this part, such person may recover actual damages, plus attorney's fees and court costs as provided in s.501.2105.

91. Thus, Plaintiff is entitled to actual damages incurred as a result of Defendants' deceptive and unfair trade practices and to attorney's fees pursuant to [Florida Statute §501.2105](#).

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for actual damages against Defendants, pre and post judgment interest, attorney's fees and costs, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT XI BREACH OF FIDUCIARY DUTY - BOYNTON REHAB

92. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

93. At the time of the acts that gave rise to this action, Boynton Rehab, acting as a fiduciary for Ms. Fredericks in her acute health care and personal needs, shared a relationship whereby Ms. Fredericks (a) reposed trust and confidence in Boynton Rehab, and (b) Boynton undertook such trust and assumed a duty to advise each Plaintiff with respect to each Plaintiff's healthcare and **financial** decisions, including that Princella and PL Firm, who were total strangers to Ms. Fredericks, should obtain an ostensible durable power of attorney over Ms. Fredericks.

94. Boynton Rehab breached his fiduciary duty to Plaintiff.

95. The breaches by Boynton Rehab caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for damages against Defendant Miller, pre and post judgment interest, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT XII BREACH OF FIDUCIARY DUTY - DEFENDANTS PRINCELLA AND PL FIRM

96. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

97. At the time of the acts that gave rise to this action, PL Firm and Princella, acting as legal agent for each of Ms. Fredericks, shared a relationship whereby each Plaintiff (a) reposed trust and confidence in PL Firm and Princella, and (b) PL Firm and Princella undertook such trust and assumed a duty to advise Plaintiff with respect to each Plaintiff's healthcare and **financial** decisions.

98. Florida's statutes regarding the duties of an agent holding a power of attorney provide, in part, that "An [power of attorney] agent is a fiduciary...." [Florida Statute 709.2114\(1\)](#) and further provides that:

Except as otherwise provided in the power of attorney, an agent who has accepted appointment shall: (a) **Act loyally for the sole benefit of the principal; (b) Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;**... [Florida Statute 709.2114 \(2\)](#) (emphasis supplied)

99. PL Firm and Princella breached their fiduciary duties to Plaintiff.

100. The breaches by PL Firm and Princella caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment for damages against Defendants PL Firm and Princella, pre and post judgment interest, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT XIII CONSTRUCTIVE FRAUD - ALL DEFENDANTS

101. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

102. Defendants committed constructive fraud against Plaintiff by misusing their positions of trust and influence over Plaintiff.

103. Defendants each had a duty under a confidential or fiduciary relationship that has been **abused**.

104. PL Firm and Princella took unconscionable advantage of Plaintiff.

105. PL Firm and Princella made misrepresentations and concealed material information from Plaintiff causing Plaintiff to take actions that lead to the loss of Plaintiff's money and additional damages.

106. Defendants used their positions of trust and influence over Plaintiff to obtain control of over funds belonging to Plaintiff.

107. Defendants committed constructive fraud by using their position of trust and influence of Plaintiff to enrich Defendants, to wrongfully obtain funds belonging to Plaintiff, and to charge Defendants amounts of money that are commercially unreasonable and/or unconscionable for alleged "care management".

108. Defendants have committed constructive fraud against Plaintiff because Defendants, regardless of whether they "intended" to do so or not, **abused** their position of trust and took unreasonable and unfair advantage of Plaintiff, who is vulnerable due to her age and injury upon entering the confines of Boynton Rehab.

109. The transactions that Defendants caused Plaintiff to make resulted in the Plaintiff being damaged by Defendants and such damaging transactions had the same effect as though such damaging actions by Defendants were intended. This constitutes constructive fraud under Florida law.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for damages against Defendants, pre and post judgment interest, attorney's fees and costs, and such other and further relief as this Court deems just and proper under the circumstances.

COUNT XIV UNJUST ENRICHMENT - DEFENDANTS PRINCELLA AND PL FIRM

110. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

111. Plaintiff has conferred a benefit on the Defendants Princella and PL Firm, who each have knowledge thereof.

112. Defendants Princella and PL Firm voluntarily accepted and retained the benefit conferred on them by Plaintiff.

113. The circumstances render such Defendants' retention of the benefit inequitable unless Princella and PL Firm pay to Plaintiff the value of the benefit. Princella and PL Firm have been unjustly enriched at the expense of Plaintiff. Plaintiff is entitled to damages as a result of such unjust enrichment, including the disgorgement of all monies unlawfully accepted by Princella and PL Firm from Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for monetary damages against Defendants Princella and PL Firm for unjust enrichment and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT XV NEGLIGENCE - DEFENDANT BOYNTON REHAB

114. Plaintiff adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 35.

115. Defendant Boynton Rehab owed Plaintiff a duty of care.

116. Boynton Rehab owed Plaintiff a duty of care when it directed Princella and PL Firm to meet with Plaintiff in 2012 and instructed Plaintiff to cooperate with PL Firm and Princella.

117. Boynton Rehab owed Plaintiff a duty of care when it learned in approximately March 2012 of the allegations against Defendants PL Firm and Princella.

118. Boynton Rehab breached its duty of care to Plaintiff.

119. The breach(es) of the duty of care owed to Plaintiff by Defendant Boynton Rehab are the cause of damage and injury to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter a judgment for monetary damages against Defendant Boynton Rehab for negligence and for such other and further relief as this Court deems just and proper under the circumstances

DEMAND FOR JURY TRIAL

120. Plaintiff demands a trial by jury of all triable issues.

Respectfully submitted,

Attorneys for Plaintiff,

By: /s/ *Webb Millsaps*

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