

Filing # 42241946 E-Filed 06/02/2016 12:58:22 PM

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDACASE NO.:  
DIVISION:SPRINGHILL BUILDERS, LLC, a Florida  
Limited Liability Company,

Plaintiff,

vs.

COHEN GROSSMAN, P.A., f/k/a COHEN-  
BATTISTI-GROSSMAN, P.A. f/k/a  
COHEN-BATTISTI, P.A., HARVEY COHEN,  
ESQUIRE, JAYME M. BUCHANAN, ESQUIRE,  
ANA TORRES, ESQUIRE, CHARLES SMITH,  
ESQUIRE, MICHAEL O'KEEFE, ESQUIRE and  
ASHLEY MCKINNIS, ESQUIRE,Defendants.  

---

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiffs, SPRINGHILL BUILDERS, LLC, a Florida Limited Liability Company ("Springhill"), by and through their undersigned counsel, hereby sues Defendants, COHEN GROSSMAN, P.A., f/k/a COHEN-BATTISTI-GROSSMAN, P.A. f/k/a COHEN-BATTISTI, P.A. ("Cohen Firm"), HARVEY COHEN, ESQUIRE ("Cohen"), JAYME M. BUCHANAN, ESQUIRE ("Buchanan"), ANA TORRES, ESQUIRE ("Torres"), CHARLES SMITH, ESQUIRE ("Smith"), MICHAEL O'KEEFE, ESQUIRE ("O'Keefe") and ASHLEY MCKINNIS, ESQUIRE ("McKinnis"), and alleges as follows:

## JURISDICTIONAL ALLEGATIONS

1. This is an action for damages which exceeds the sum of \$15,000.00 exclusive of interest, cost and attorney fees.
2. At all times material hereto, Springhill, was and is a Florida Limited Liability Company.
3. At all times material hereto, Defendant, Cohen Firm, was and is a Florida Profit Corporation, composed of attorneys engaged or engaging in a business venture throughout the state of Florida, including in Duval County, Florida.
4. At all times material hereto, Defendant, Cohen, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
5. At all times material hereto, Defendant, Buchanan, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
6. At all times material hereto, Defendant, Torres, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
7. At all times material hereto, Defendant, Smith, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
8. At all times material hereto, Defendant, O'Keefe, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
9. At all times material hereto, Defendant, McKinnis, was and is an attorney licensed to practice law in the state of Florida, and practicing law in Duval County, Florida.
10. At all times material hereto, Cohen was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and

scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

11. At all times material hereto, Buchanan was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

12. At all times material hereto, Torres was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

13. At all times material hereto, Smith was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

14. At all times material hereto, O'Keefe was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

15. At all times material hereto, McKinnis was and is an agent, servant, employee and/or apparent agent of Cohen Firm, and was at all times material hereto, acting within the course and scope of said agency, services and/or employment with Cohen Firm, while performing various legal services alleged herein.

16. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of Cohen within the course and scope of his employment.

17. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of Buchanan within the course and scope of her employment.

18. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of Torres within the course and scope of her employment.

19. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of Smith within the course and scope of his employment.

20. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of O'Keefe within the course and scope of his employment.

21. At all times material hereto, Cohen Firm was and is vicariously liable for the negligence of McKinnis within the course and scope of her employment.

22. At all times material hereto, Cohen Firm, Cohen, Buchanan, Torres, Smith, O'Keefe and McKinnis committed tortious acts within Duval County, Florida and are therefore subject to the jurisdiction of this court.

#### **GENERAL ALLEGATIONS**

23. In or about 2013, Springhill contacted Cohen Firm and Cohen about handling matters relating to unpaid benefits from insurance companies for roofing work and construction services performed by the company for customers.

24. Springhill contacted Cohen Firm and Cohen due to their extensive advertisements and claims to be proficient in working with roofing professionals, general contractors and other restoration professionals to obtain benefits from insurance companies.

25. Cohen advertised to the public that “Harvey is a Florida attorney who takes on insurance companies for restoration professionals in order to get the contractors paid”. Cohen and Cohen Firm further advertised that “[a]nd he wins-big time! He even uses Florida State Law to make the insurance companies pay his fees (so his clients don’t have to)”.

26. Due to Cohen and Cohen Firm’s advertising and claims to know what they were doing and alleged expertise, Springhill had Cohen and Cohen Firm handle approximately 23 legal matters for insurance claims owed to Springhill. Cohen was to be involved in these legal matters and oversee the work that was being done on these legal matters.

27. At all times material hereto, Springhill hired Defendants and entered into an attorney-client relationship with Plaintiff in Duval County, Florida for legal representation in multiple legal matters to collect unpaid benefits from insurance companies for roofing work and construction services performed for customers.

28. At all times material hereto, Defendants were the attorneys and law firm who were to represent, advise and communicate with Plaintiff for the entirety of the legal representation.

29. At all times material hereto, Defendants were to communicate with and inform Plaintiff about what was happening in the cases and how the cases should proceed forward. Plaintiff relied upon Defendants’ expertise to properly pursue these legal matters.

**ALLEGATIONS AS TO SADLER MATTER**

30. On or about January 6, 2014, Buchanan filed a Complaint on behalf of Springhill as assignee of Thomas and Llewellyn Sadler (“Sadler”) against State Farm Florida Insurance Company for breach of insurance policy and unpaid benefits. Throughout Defendants’ representation of Plaintiff, attorneys Torres and Smith also appeared in the case for Plaintiff and

did work and was to advise Springhill on how to proceed. Cohen was also to advise on how to proceed in the case.

31. Throughout Defendants' representation of Plaintiff in the Sadler matter, Defendants made many mistakes, failed to keep Plaintiff informed of what was going on and Defendants' representation led to a final judgment awarding attorney's fees and costs which was entered on August 27, 2015. In many cases, Defendants hid from Plaintiff what was occurring in order to protect their interest and harm the Plaintiff.

32. On March 18, 2014, State Farm Florida Insurance Company served Plaintiff through its counsel with a copy of an Amended Motion for Sanctions and an Amended Second Motion for Sanctions pursuant to Florida Statute §57.105. The Amended Motion for Sanctions was filed by State Farm Florida Insurance Company on April 9, 2015, when Plaintiff failed to voluntarily dismiss the case within the twenty-one (21) day safe harbor period. This motion for sanctions was never forwarded to Plaintiff by Defendants. Instead of forwarding the motion for sanctions to Plaintiff and advising them of the issues, Defendants went ahead and litigated the case without pause.

33. Defendants also litigated the Sadler matter by attempting to obtain material that was not relevant to the breach of contract claim by requesting bad faith discovery items, such as claims handling manuals and guidelines.

34. Defendants filed a Motion to Compel on improper discovery requests. Defendants never conferred with opposing counsel before filing the motion. Defendants also refused to coordinate hearings on the motions.

35. Defendants failed to timely respond to discovery requests served on Plaintiff. When the responses were served late, the discovery responses were deficient.

36. Cohen Firm repeatedly changed the attorneys responsible on the case. This caused delay and confusion during hearings.

37. Defendants served an Amended Complaint outside the twenty-one (21) day safe harbor period which added two counts and failed to correct or address any of the deficiencies with the original filing of the lawsuit.

38. On June 6, 2014, Plaintiff filed a Voluntary Dismissal Without Prejudice and asserted that this filing relieved it from further discovery obligations.

39. Defendants failed to respond to court ordered discovery and instead moved to withdraw as counsel on June 18, 2014 asserting irreconcilable differences between Defendants and Plaintiff. The end result was motions for contempt and criminal contempt were filed which Plaintiff had to defend against.

40. When the court denied Defendants' Motion to Withdraw, Defendants did not respond to discovery and again asked for additional extensions.

41. Defendants also failed to make sure conditions precedent were satisfied before the lawsuit was filed. This included making sure that the insured submitted a proof of loss.

42. Defendants failed to discuss the details of the lawsuit with Plaintiff before it was filed, and to have Plaintiff review the lawsuit for accuracy before it was filed. As such, the Complaint was not accurate.

43. As a result of the above, the court found Cohen Firm was 100% responsible for filing a meritless lawsuit. The court ordered that State Farm Florida Insurance Company shall recover attorney's fees from Defendant Cohen Firm in the amount of \$92,912.00. The court ordered costs to be paid by Springhill in the amount of \$4,331.00 and expert fees in the amount of \$11,094.00. This was all entered on August 27, 2015.

44. To date, Springhill still owes State Farm Florida Insurance Company over \$15,000.00 plus accrued interest for the judgment entered on August 27, 2015 in the Sadler matter.

**ALLEGATIONS AS TO MONGEAU MATTER**

45. On or about February 19, 2014, O'Keefe filed a Complaint on behalf of Springhill as assignee of William Mongeau ("Mongeau") against State Farm Florida Insurance Company for breach of insurance policy and unpaid benefits. Throughout Defendants' representation of Plaintiff, attorney McKinnis also appeared in the case for Plaintiff and did work and was to advise Springhill on how to proceed. Cohen was also to advise on how to proceed in the case.

46. Throughout Defendants' representation of Plaintiff in the Mongeau matter, Defendants made many mistakes, failed to keep Plaintiff informed of what was going on and Defendants' representation led to a Final Judgment awarding attorney's fees and costs which was entered on February 2, 2016. In many cases, Defendants hid from Plaintiff what was occurring in order to protect their interests and harm the Plaintiff.

47. On March 6, 2014, State Farm Florida Insurance Company served Plaintiff through its counsel with a copy of a Motion for Sanctions pursuant to Florida Statute §57.105. The motion asserted there was no reasonable basis in fact or law to support the allegations of the Complaint. The Motion for Sanctions was filed by State Farm Florida Insurance Company on April 8, 2014 when Springhill failed to voluntarily dismiss the Complaint within the twenty-one (21) day safe harbor period. This Motion for Sanctions was never forwarded to Plaintiff by Defendants. Instead of forwarding the Motion for Sanctions to Plaintiff and advising them of the issues, Defendants went ahead and litigated the case without pause.



48. Defendants also litigated the Mongeau matter by attempting to obtain material that was not relevant to the breach of contract claim by requesting bad faith discovery items, such as claims handling manuals and guidelines.

49. Defendants failed to timely respond to discovery requests served on Plaintiff. When the responses were served late, the discovery responses were deficient.

50. State Farm Florida Insurance Company had to move for an order compelling Springhill to fully, completely and properly respond to its discovery requests. The trial court entered an Order Granting the Motion to Compel in all respects as to two sets of interrogatories, one set of request for production, and a request for admissions. When amended responses to the discovery were provided by Defendants, they were still found to be deficient. Defendants did not properly contact Plaintiff to complete the discovery requests which led to an additional Motion to Compel.

51. On June 17, 2014, the day before depositions were to take place, Defendants filed a Motion to Withdraw as Counsel, citing irreconcilable differences with Springhill.

52. As recognized by the court, Defendants were negligent and careless in the filing of the Complaint.

53. Defendants also failed to make sure conditions precedent were satisfied before the lawsuit was filed. This included making sure that the insured submitted a proof of loss.

54. Defendants failed to discuss the details of the lawsuit with Plaintiff before it was filed, and to have Plaintiff review the lawsuit for accuracy before it was filed. As such, the Complaint was not accurate.

55. Defendants also failed to correctly respond to discovery and interrogatory answers and in many cases Springhill had provided different responses than what was sent out by Defendants to State Farm Florida Insurance Company.

56. As a result of the above, the court found State Farm Florida Insurance Company shall recover attorney fees equally from Cohen Firm and Springhill in the amount of \$82,930.00. The court ordered Springhill to pay costs in the amount of \$4,411.33 and expert fees in the amount of \$14,280.00. A judgment was entered on February 2, 2016 in the amount of \$101,621.33.

#### ALLEGATIONS AS TO JOSEPH MATTER

57. On or about March 4, 2014, Buchanan filed a Complaint on behalf of Springhill as assignee of Joseph Barnett (“Joseph”) against State Farm Mutual Automobile Insurance Company for breach of insurance policy and unpaid benefits. The Defendants named the insured wrong. They named him “Joseph Barnett” when it should have been “Barnett Joseph”. Throughout Defendants’ representation of Plaintiff, attorneys Torres and Smith also appeared in the case for Plaintiff and did work and were to advise Springhill on how to proceed. Cohen was also to advise on how to proceed in the case.

58. Throughout Defendants’ representation of Plaintiff in the Joseph matter, Defendants made many mistakes, failed to keep Plaintiff informed of what was going on and Defendants’ representation led to a Final Judgment awarding attorney’s fees and costs which was entered on January 29, 2015. In many cases, Defendants hid from Plaintiff what was occurring in order to protect their interests and harm the Plaintiff.

59. The court in its Final Judgment pointed out many errors with the Defendants' work and the reason why they ended up entering a judgment against Springhill and Cohen Firm. The court first pointed out that Springhill is not an insured, but rather a third-party company.

60. The court found there was not a valid assignment and Springhill had no standing. This is an issue which Defendants should have investigated and made sure was proper and handled before the lawsuit was filed.

61. Defendants sued the wrong party. They sued State Farm Mutual Automobile Insurance Company. They should have been suing State Farm Florida Insurance Company. As such, the court pointed out that State Farm did not even insure the purported assignor. This included attaching wrong exhibits to the Complaint.

62. The court found that there was no reasonable basis in fact or law for the allegations in the Complaint which Defendants filed on Plaintiff's behalf. The court noted the claim was supposedly based on an insurance claim, but the evidence before the court showed that the named defendant did not breach anything.

63. The court ruled that numerous allegations in the Complaint, such as the date, time and cause of the purported loss, were unsupported as well. Defendants had drafted the Complaint and it was never provided to Springhill before it was filed. If this had been done, these issues would not have existed in the Complaint.

64. On April 3, 2014, State Farm Mutual Automobile Insurance Company served a Motion for Sanctions pursuant to Florida Statutes §57.105. Defendants did not take any actions to dismiss the lawsuit within the required twenty-one (21) day safe harbor period. The Motion for Sanctions was never forwarded to Springhill by Defendants. Instead of forwarding the

Motion for Sanctions to Plaintiff and advising them of the issues, Defendants litigated the lawsuit without pause.

65. Defendants made the action unnecessarily litigious and contentious. Defendants repeatedly violated the Florida Rules of Civil Procedure and orders of the court. This included not properly responding to discovery. This led to motions being filed trying to hold the Plaintiff and its lawyers in contempt, including criminal contempt.

66. On June 14, 2014, Defendants filed a Plaintiff's Notice of Dropping Party. Springhill's lawyers were asked at the hearing on June 16, 2014 when they first checked to see if they sued the proper defendant and the lawyers admitted that despite all of State Farm's advisements, the firm never looked into the issue until June 13, 2014.

67. Defendants failed to discuss the details of the lawsuit with Plaintiff before it was filed and to have Plaintiff review the lawsuit for accuracy before it was filed. As such, the Complaint was not accurate.

68. As a result of the above, the court found Springhill and Cohen Firm jointly and severally responsible for filing a lawsuit. The court ordered that Springhill and Cohen Firm pay attorney's fees in the amount of \$60,336.50. Further, Springhill was required to pay costs in the amount of \$3,912.52 and expert fees in the amount of \$9,430.00 to State Farm.

69. To date, Springhill still owes over \$13,000.00 plus accrued interest for the judgment entered on January 29, 2015 in the Joseph matter.

#### **DAMAGES CAUSED TO PLAINTIFF**

70. At all times material hereto, Plaintiff was not kept up to date with what was happening in the cases. The issues in the cases were not realized until new legal counsels became involved in the litigations.

71. As a result of Defendants' actions and/or inactions, Plaintiff has been damaged. These damages include judgments entered for attorney fees, costs and expert fees, additional attorney fees to correct mistakes which amounted to almost \$150,000.00, attorney fees paid to deal with contempt and criminal issues due to Defendants' actions, Defendants' inability to pursue valid legal actions due to issues created by Defendants, settlements were used and had to be paid out to finance the litigation issues created by Defendants, settlements were compromised to correct mistakes created by Defendants, and damage to Plaintiff's business and credit damages. These damages are continuing and increasing.

#### **COUNT I – LEGAL MALPRACTICE AGAINST DEFENDANTS**

72. Plaintiff adopts and realleges paragraphs 1 through 71 and incorporates them herein by reference.

73. Defendants were retained by or entered into an attorney-client relationship with Plaintiff.

74. At all times material hereto, Defendants owed Plaintiff a duty to use reasonable care in representing, counseling and advising them in conformance with and under generally accepted practices.

75. At all times material hereto, Defendants breached their duty of reasonable care owed to Plaintiff by, but not limited to, the following:

- a. Failing to keep Plaintiff properly informed of the work on his lawsuits and the status of the lawsuits;
- b. Failing to act with a reasonable degree of diligence and promptness in representing Plaintiff;
- c. Failing to honestly advise Plaintiff as to the status and nature of his lawsuits;

- d. Failing to keep track of Plaintiff's cases so that Defendants would be aware of the status of Plaintiff's cases and could advise Plaintiff as to the status of the lawsuits;
- e. Failing to properly amend the lawsuits in a timely and appropriate manner to avoid sanctions and judgments;
- f. Failing to properly communicate with Plaintiff throughout the litigations as to the status of the cases and how they were proceeding forward in representing Plaintiff;
- g. Misleading Plaintiff as to what had been done on the cases;
- h. Failing to be honest with Plaintiff as to status of the cases;
- i. Failing to inform Plaintiff of their legal rights, options and choices at all stages of the litigations;
- j. Failing to represent Plaintiff in a reasonably competent manner;
- k. Failing to properly and honestly advise Plaintiff as to how they should mitigate their damages when Defendants realized they had damaged the Plaintiff's cases;
- l. Failing to comply with all statutorily and/or administratively mandated filing requirements regarding Plaintiff's lawsuits;
- m. Failing to honestly advise Plaintiff as to the status and nature of the lawsuits;
- n. Failing to inform and hiding and concealing from Plaintiff that Defendants had committed malpractice;
- o. Taking on legal matters that Defendants were unqualified to handle and/or assigning attorneys to the legal matters that were unqualified to handle them;
- p. Failing to forward pleadings to Plaintiff so they could make informed decisions on their cases on how they would like to proceed;

q. Failing to allow Plaintiff to dismiss cases during the twenty-one (21) day safe harbor period to avoid sanctions and judgments;

r. Failing to timely respond to discovery requests which led to sanctions and dismissal of the cases;

s. Changing the attorneys assigned to the cases which led to unfamiliarity, dismissals and sanctions;

t. Failing to have Plaintiff review the Complaints before they were filed to make sure the allegations were accurate;

u. Failing to ensure conditions precedent were complied with before the lawsuits were filed;

v. Litigating the lawsuits in such a manner which led to dismissal of the lawsuits and sanctions;

w. Failing to ensure that the lawsuits were handled by competent attorneys;

x. Failing to ensure that valid assignments were in place before filing lawsuits;

y. Failing to sue the proper parties;

z. Litigating the case in such a manner which led to contempt and criminal contempt sanctions; and

aa. Failing to review pleadings filed by the opposing party when the opposing party pointed out issues with the pleadings which would have led to corrections.

76. As a direct and proximate result of these breaches of this reasonable duty of care by Defendants, Plaintiff has been damaged as outlined in paragraph 71.

WHEREFORE, Plaintiff demands judgment against Defendants, together with compensatory damages, attorney's fees to correct mistakes of Defendants which occurred in the

past and are ongoing, pre-judgment and post-judgment interest, costs, all damages as alleged in paragraph 71, as well as all other damages allowed by law.

**COUNT II – BREACH OF FIDUCIARY DUTY AS TO DEFENDANTS**

77. Plaintiff adopts and realleges paragraphs 1 through 71 above and incorporates them by reference.

78. At all times material hereto, Defendants served as legal counsel retained by Plaintiff for the provision of litigation services, counseling and/or advisement and owed a fiduciary duty of the utmost loyalty, good faith and candor in undertaking all necessary actions on behalf of and for the benefit of Plaintiff.

79. At all times material hereto, Defendants had a fiduciary duty to Plaintiff to disclose any and all material matters bearing on their legal representation of Plaintiff. At all times material hereto, Defendants had a fiduciary obligation to Plaintiff that formed the foundation of the attorney-client relationship.

80. At all times material hereto, Defendants breached their fiduciary duty owed to Plaintiff, by among, but not limited to, the following:

- a. Failing to keep Plaintiff properly informed of the work on his lawsuits and the status of the lawsuits;
- b. Failing to act with a reasonable degree of diligence and promptness in representing Plaintiff;
- c. Failing to honestly advise Plaintiff as to the status and nature of his lawsuits;
- d. Failing to keep track of Plaintiff's cases so that Defendants would be aware of the status of Plaintiff's cases and could advise Plaintiff as to the status of the lawsuits;



- e. Failing to properly amend the lawsuits in a timely and appropriate manner to avoid sanctions and judgments;
- f. Failing to properly communicate with Plaintiff throughout the litigations as to the status of the cases and how they were proceeding forward in representing Plaintiff;
- g. Misleading Plaintiff as to what had been done on the cases;
- h. Failing to be honest with Plaintiff as to status of the cases;
- i. Failing to inform Plaintiff of their legal rights, options and choices at all stages of the litigations;
- j. Failing to represent Plaintiff in a reasonably competent manner;
- k. Failing to properly and honestly advise Plaintiff as to how they should mitigate their damages when Defendants realized they had damaged the Plaintiff's cases;
- l. Failing to comply with all statutorily and/or administratively mandated filing requirements regarding Plaintiff's lawsuits;
- m. Failing to honestly advise Plaintiff as to the status and nature of the lawsuits;
- n. Failing to inform and hiding and concealing from Plaintiff that Defendants had committed malpractice;
- o. Taking on legal matters that Defendants were unqualified to handle and/or assigning attorneys to the legal matters that were unqualified to handle them;
- p. Failing to forward pleadings to Plaintiff so they could make informed decisions on their cases on how they would like to proceed;
- q. Failing to allow Plaintiff to dismiss cases during the twenty-one (21) day safe harbor period to avoid sanctions and judgments;

r. Failing to timely respond to discovery requests which led to sanctions and dismissal of the cases;

s. Changing the attorneys assigned to the cases which led to unfamiliarity, dismissals and sanctions;

t. Failing to have Plaintiff review the Complaints before they were filed to make sure the allegations were accurate;

u. Failing to ensure conditions precedent were complied with before the lawsuits were filed;

v. Litigating the lawsuits in such a manner which led to dismissal of the lawsuits and sanctions;

w. Failing to ensure that the lawsuits were handled by competent attorneys;

x. Failing to ensure that valid assignments were in place before filing lawsuits;

y. Failing to sue the proper parties;

z. Litigating the case in such a manner which led to contempt and criminal contempt sanctions; and

aa. Failing to review pleadings filed by the opposing party when the opposing party pointed out issues with the pleadings which would have led to corrections.

81. As a direct and proximate result of the breach of this fiduciary duty by Defendants, Plaintiff has been damaged as outlined in paragraph 71.

WHEREFORE, Plaintiff demands judgment against Defendants, together with compensatory damages, attorney's fees to correct mistakes of Defendants which occurred in the past and are ongoing, disgorgement of attorney fees, pre-judgment and post-judgment interest, costs, all damages as alleged in paragraph 71, as well as all other damages allowed by law.

**DEMAND BY JURY TRIAL**

Plaintiff demands trial by jury on all issues so triable against Defendants.

Dated the 2nd day of June, 2016.

**ST. DENIS & DAVEY, P.A.**

**BRIAN W. DAVEY, ESQUIRE**

Florida Bar Number 0152366

[brian@sdtriallaw.com](mailto:brian@sdtriallaw.com)

1300 Riverplace Boulevard, Suite 401

Jacksonville, FL 32207

(904) 396-1996 – Telephone

(904) 396-1991 – Facsimile

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

Plaintiff hereby gives notice that they are sending the Complaint and Demand for Jury Trial to a process server to be served on Defendants via service of process.

\_\_\_\_\_  
Attorney