

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

SCOTT GREEN and MICHELE
GREEN, individuals,

CASE NO:

Plaintiffs,

v.

SUSAN L. SCHEFF, an individual,
PARENTS UNIVERSAL RESOURCE
EXPERTS, INC., a Florida corporation,
FOCAL POINT ACADEMY, LLC, a
Nevada limited liability company,
GLEN HORLACHER, an individual,
and BOYD HOOPER, an
individual,

Defendants.

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A TRUE COPY
HOWARD E. FORMAN
CLERK OF CIRCUIT COURT

BY W 3 1 1

COMPLAINT

Plaintiffs SCOTT GREEN and MICHELE GREEN sue Defendants SUSAN L. SCHEFF, PARENTS UNIVERSAL RESOURCE EXPERTS, INC., FOCAL POINT ACADEMY, LLC, GLEN HORLACHER, and BOYD HOOPER, and allege as follows:

THE PARTIES, JURISDICTION AND VENUE

1. Plaintiffs SCOTT GREEN and MICHELE GREEN are a married couple, are parents of [REDACTED], are residents of Palm Beach County, Florida, and are otherwise *sui juris*.

2. Defendant SUSAN L. SCHEFF is a resident of Weston, Florida, is president of Defendant PARENTS UNIVERSAL RESOURCE EXPERTS, INC., and is otherwise *sui juris*.

3. Defendant PARENTS UNIVERSAL RESOURCE EXPERTS, INC., is a Florida for-profit corporation, headquartered in Broward County, Florida.

4. Defendant FOCAL POINT ACADEMY, LLC, is a Nevada limited liability company headquartered in Mesquite, Nevada, which through an agent committed tortuous acts within the State of Florida.

5. Defendant GLEN HORLACHER is a resident of Bunkerville, Nevada, is a manager of Defendant FOCAL POINT ACADEMY, LLC, personally or through an agent committed tortuous acts within the State of Florida, and is otherwise *sui juris*.

6. Defendant BOYD HOOPER is a resident of Utah, personally or through an agent committed tortuous acts within the State of Florida, and is otherwise *sui juris*.

7. This is a complaint for damages in excess of \$15,000, exclusive of fees and costs, and for other relief within the jurisdiction of this Court. The Defendants reside in Florida, or purposefully directed their activities at residents of Florida, personally and/or through employees and/or agents located in Florida, committing tortuous acts therein.

8. Venue is proper in Broward County, because some of the parties are located in Broward County, and some of the acts complained of occurred in Broward County.

BACKGROUND FACTS

9. This case is about the systematic and knowing deceit and fraud perpetrated upon the Greens, the parents of a troubled teen, by a recruiting front for a so-called “therapeutic boarding school” and Defendants’ conscious and deliberate scheme to recruit and funnel the child of desperate and unsuspecting parents, the Greens, to an

unqualified “therapeutic boarding school” such as Focal Point Academy, in exchange for secret kickbacks and undisclosed profit.

THE FRAUDULENT MISREPRESENTATIONS

10. The Defendants know that desperate parents like the Greens will rely on their lies and deceptions, and will do everything they can to help their troubled children, including going deeply into debt in order to fund the very expensive fees demanded by Focal Point Academy, which totaled more than \$5,000 *per month*.

11. The Plaintiffs herein were just such parents, whose teenage son, [REDACTED], was experiencing greater and greater troubles with drugs and other behavioral problems. A home environment was no longer sufficient to meet his needs. His working parents were willing to do whatever they could to get him help.

12. Michele Green, [REDACTED]'s mother, looked for help wherever she could, speaking with friends, professionals, and searching the internet, just as many such desperate parents do.

SCHEFF AND PURE

13. It was through one such contact that the Greens were put in touch with Defendant Sue Scheff.

14. Once contacted by Michele Green, Scheff presented herself as being a friend whose sole motive was to help parents receive the best available care for their troubled children, and to shut down abusive and fraudulent schools. Scheff well knew the vulnerability of parents of a troubled teen, and that such desperate parents could be taken advantage of. As she is quoted on her web site:

“We understand that desperate parents are at high risk of making wrong decisions that may be detrimental to them and their child,” says Scheff. “Since we were once in that position, we want parents to take comfort in the fact they are not alone, and at the same time, give them the opportunity to learn from our experiences and more importantly, gain from our knowledge.”

Scheff thereby demonstrated that she encouraged and expected desperate parents to repose their full trust and confidence in her and in her for-profit company, P.U.R.E.

15. To gain that trust and confidence, Scheff explicitly and repeatedly stated that she received no funds for her work. To the contrary, she stated that she was a volunteer who used the proceeds from a successful lawsuit and from a trust fund to support her work, and her organization, Defendant P.U.R.E.

16. Scheff represented that P.U.R.E. was established to offer “first hand experience and share schools and programs that we would send our own children to. We are not therapists, or medical doctors; we are parents helping parents,” said Scheff.

17. Scheff’s representations were widely disseminated on the internet. As one example stated:

P.U.R.E.’s confidence in best-of-class service offering comes from associations with behavioral health professionals that are highly credible and reliable. **They operate a very rigorous screening process that includes a network of schools and programs that offer national accreditation for education and vocation, a therapeutic milieu’s that mandates at least 10 hours of clinical intervention per student per week, and a transition approach that requires participation of the entire family unit.** “With our added associations with the Better Business Bureau, States Attorney Generals Offices, and the Alliance for Children & Families, we believe we are a more thorough and objective option for parents,” concluded Scheff.

18. In April, 2006, Scheff specifically represented to the Greens, that a PURE recommended school was (1) rigorously screened; (2) nationally accredited, (3) provided a minimum of 10 hours of therapeutic clinical intervention each week, and (4) included a program that included the entire family unit.

19. Scheff represented that Focal Point Academy met all of the criteria set forth above. Scheff also represented that the son of her "best friend" had a profile that was the same as [REDACTED]'s profile, that her best friend's son had gone to Focal Point Academy, and that he had done well there.

20. In April, 2006, Scheff also represented that she was not a licensed educational therapist, and therefore was not paid for her work, and that she was only making referrals based on the interests of the children.

21. Scheff in no way disclosed that she was being paid for referring [REDACTED] and others to Defendant Focal Point on a per-child basis. Contrary to Scheff's misrepresentations, Defendant Horlacher later disclosed that Focal Point Academy pays Scheff money for each student she refers to the school.

22. Having made the above false representations, which she knew were false when she made them, and having induced the Greens to rely on her, as she intended, Scheff directed the Greens to Defendant Focal Point Academy, through her network of affiliated for-profit agents.

23. Scheff directed the Greens to Defendant Boyd Hooper, who she said was the Administrator of Focal Point Academy. It later was discovered that Hooper was instead another paid recruiter for Defendant Focal Point Academy.

24. The reality later discovered is that Defendant Scheff had in fact set up P.U.R.E based on the business model of a Utah entity known as WWASP, that she engaged in protracted litigation with.

BOYD HOOPER AND FOCAL POINT ACADEMY

25. Relying on Scheff's misrepresentations that she was acting solely out of concern for [REDACTED] and was not making money from her referrals, the Greens followed her advice, and called Defendant Hooper. Michele Green had a lengthy telephone conversation with Hooper. •

26. Like Scheff, Hooper never informed the Greens that he was a paid recruiter for Defendant Focal Point Academy. It was only afterwards that the Greens were able to discover that he was a paid recruiter for Focal Point Academy, and was not an administrator located at the school. During Michele Green's telephone conversation with Defendant Hooper, he followed Scheff's lead and misrepresented the program at Focal Point Academy, with the intention of inducing the Greens to enroll their son there, generating fees for Scheff's and Hooper's referral businesses, as well as generating large fees for Focal Point itself.

27. A subsequent Scheff press release sent out in October, 2006, identifies Hooper not as an educational specialist, or as an administrator of Focal Point Academy, but as her public relations agent, associated with a company calling itself AKME Consulting. The AKME Consulting web site refers "hits" to other web advertisers, no doubt garnering additional fees for Hooper.

28. In his telephone conversation with Michele Green, Hooper said nothing about being a public relations man. Hooper also said nothing about being paid for

channeling referrals from Sue Scheff to client schools. Hooper instead assumed his persona as Focal Point Academy administrator, and expressly represented that:

- Focal Point Academy's curriculum was nationally accredited.
- That Dr. Helen Jones, Ph.D. oversaw the academic program.
- That as a student, [REDACTED] would receive a minimum of ten hours of clinical therapy, *including 1 to 2 hours a week in a one-to-one session with a therapist who was a licensed L.P.C. or L.C.S.D.*
- That the program was centered on the family, and that there would be a *family therapy conference every week.*
- That every parent would have a "team member" to call one-on-one.
- The program included a 7-challenge drug and alcohol program.
- Focal Point Academy had no court-ordered students. The presence of court-ordered students would have been a serious safety concern to the Greens.

29. Defendant Focal Point Academy was advertised as a small program with no more than 12-14 enrollees, who were there to develop "independent living and life skills" in a phased system with a checklist of milestones to track progress.

30. Defendant Hooper also told the Greens that Defendant Focal Point Academy was partnered with the City of Mesquite, Nevada, with a recreation center, volunteer athletic coaches, science projects and twice monthly recreational trips.

31. The Greens also visited Defendant Focal Point Academy's website, and reviewed the representations there. Many of the representations on the website also turned out to be false. For example:

- Defendant Horlacher, who is a co-owner of Focal Point Academy, is described on the web site as a “full-time Executive Director.” In fact, Horlacher maintains a separate therapeutic practice, and on most days put in no appearance at all at Focal Point. His frequent pattern was to visit Focal Point no more than two times a week.
- Focal Point Academy’s website proclaims that “we begin with needs assessment.” The initial month’s charge includes an extra \$2,000, including the cost of this assessment, which the Greens paid. Nevertheless, the assessment was never done for [REDACTED]. No therapist at all was assigned to [REDACTED] for almost six weeks. The Greens were told that a therapist named Tim Hamilton had been assigned, and that they would hear from him as he did [REDACTED]’s assessment. The Greens never heard from Hamilton. Following up, the Greens asked staff about the status of [REDACTED]’s assessment, and only then were told that Hamilton had not actually been assigned, and that there was some sort of mix-up. Still, no needs assessment was done. Ultimately, Defendant Horlacher himself was nominally assigned as [REDACTED]’s therapist. Still, no weekly one-on-one therapy was provided. [REDACTED] only met briefly with Horlacher two times in the *three months* [REDACTED] was at Focal Point Academy -- not the twice weekly individual sessions promised. When the Greens later found out that a full assessment was never done, they asked about it, and were told by a Focal Point staff member that with his separate practice and other activities, Defendant Horlacher was busy, and that pinning him down for

time was difficult. This belated admission, at least, was apparently accurate.

- Hooper also stated, and the Focal Point Academy website promised, that “[t]here is a certified teacher in the classroom at all times,” and that “[w]e offer students . . . direct instruction from licensed teachers . . .” In fact, the facility’s only certified or licensed teacher was Defendant Horlacher’s wife Kellee, licensed for grades k-8 . . . not for the high school aged students at Focal Point Academy. Not only was she not licensed to teach the students at Focal Point Academy, but Kellee Horlacher was rarely there in any event, because, like her husband, Kellee Horlacher had a separate career that kept her away from Focal Point. The ‘teacher’ who was normally present at the school for “direct instruction” was in fact not a certified teacher at all, but was a college undergraduate working as a tutor, which the Greens only found out when [REDACTED] returned home to Florida.
- While the Focal Point Academy web site stated that “Focal Point Therapists have at least a Masters Degree,” that is irrelevant, in that contrary to the representations, [REDACTED] received no one-on-one therapy from a ‘therapist,’ or from anyone else. Despite the representations to the contrary, the Greens never received a call from a therapist for [REDACTED], for the weekly family sessions, or for any other reason. The Greens never heard from Hamilton, [REDACTED]’s first nominal therapist. The Greens’ access to Horlacher was also extremely limited, and there were none on the

promised family therapy sessions. The Greens' only contact with Horlacher prior to them traveling to the school was two phone calls that the Greens themselves had to initiate in order to address specific questions. In one of those conversations, when Horlacher began talking about therapy issues, the Greens soon realized that he was not addressing the needs of their son [REDACTED], but was instead speaking about the issues they had raised generically, without reference to [REDACTED]'s own condition. It was then that they began to suspect that Horlacher had no substantial contact, therapeutic or otherwise, with [REDACTED].

- The promised "full time professional staff" in fact was comprised of only three supervisory types.

32. The Greens relied on these misrepresentations, and Defendant Hooper emailed the enrollment forms to the Greens. These forms were filled out and executed by the Greens in their Palm Beach County home, and were faxed back.

33. Upon receipt of the enrollment forms Hooper called and informed the Greens that [REDACTED] was "accepted" to Focal Point Academy. The Greens were put in touch with a company that would provide escorts to "pick-up" [REDACTED] from his home, and escort him to the school in Nevada.

34. Focal Point Academy was expensive. The first month in the nine to twelve month program was \$6,500, including the fee for the therapeutic assessment, with \$4,500 being due for each following month. In addition, the Greens had to pay another company \$5,000 for two men to escort [REDACTED] to the school. In order to afford these fees, the Greens had to take out a note and second mortgage on their Florida home.

EVENTS AT FOCAL POINT ACADEMY

35. After [REDACTED]'s enrollment, the Greens initiated telephone calls to keep abreast of [REDACTED]'s 'progress' at Focal Point Academy. The Greens were expressly promised a structured program for [REDACTED]. He was supposed to get a full therapeutic assessment (already paid for) from which his entire treatment program was supposed to flow. This was supposed to be the basis of a structured family inclusive program with quantifiable checkpoints in an environment where qualified and competent therapeutic and educational resources would be marshaled to help their child. In fact, the assessment was never done, and no structured program was undertaken. [REDACTED] ended up being self-medicated and warehoused.

36. Contrary to the Defendants' express representations to the Greens that Focal Point Academy would provide the highest level of state-certified and quality care and treatment, what was actually delivered was low grade care, uncertified and unqualified employees, abuse, violence and unrestrained bullying. Students were largely unsupervised and untreated.

38. With [REDACTED] at Focal Point Academy, the Greens followed up with the school. They were ultimately connected with one Kimberly Allen, who was identified as being [REDACTED]'s 'advocate.' It was later discovered that the advocate's training was non-existent, as she was an undergraduate college student.

39. While [REDACTED] was supposed to see a psychiatrist and to have a full assessment, the Greens were now told that the psychiatrist was booked for at least a month out.

40. The Greens only later found out that to assess [REDACTED]'s medications, he was sent directly to an internist, without any input from a mental health professional. The internist then asked [REDACTED] what he was on, and wrote prescriptions based on [REDACTED]'s answers. In other words, an underage child with drug problems was required to self-prescribe his medications, including controlled substances.

41. The Greens could not contact [REDACTED] at the time, and were kept in the dark about this incredible failure to oversee [REDACTED]'s medications. As the Greens learned only later, [REDACTED] told the doctor what he thought he should be on, which was in fact a reduction of the doses he had been prescribed. Rather than professional care, Focal Point Academy had a troubled 17-year old, in effect, self-diagnose and prescribe his own medications. None of this was disclosed at the time, and only came to light to the Greens months later.

42. Defendants did not even provide simple medical care. When the Greens had their first unsupervised communication with [REDACTED] during the parent weekend, he complained of severe ear pain that had been dogging him for a month. They immediately took [REDACTED] to the schools outside physician, Dr. Hartwell, who easily diagnosed *two* outer and middle infections in [REDACTED]'s left ear that had gone untreated, because he had been denied access to necessary medical care.

43. Horrific incidents of abuse occurred at the hands of some of the other students, who took advantage of the lack of supervision to inflict gross, violent atrocities on [REDACTED], among others, involving sexual and physical abuse. [REDACTED] wrote a list of what had happened to him, and delivered it to his "advocate," Kimberly Allen. Although Defendant Horlacher was told about these ongoing atrocities by Allen, he did not report them to any authority, and nothing was done about the perpetrators or the conditions that

allowed them to happen. Instead, Horlacher met briefly with the students, telling them that the charges could be serious, and then allowed conditions to persist unchanged wherein the assaults on [REDACTED] and others continued *that same night*.

44. The only person who was punished as a result of these abuses was [REDACTED] himself, for attempting to cross the street outside Focal Point Academy to reach a pay telephone to call home. [REDACTED] wanted make an unsupervised telephone call to his parents to tell them what had happened. He was intercepted by school staff, and was placed into a form of solitary confinement, with a diet limited to potatoes, for his efforts to protect himself when the school's protection utterly failed.

45. [REDACTED] was therefore unable to communicate with his parents in order to tell them what was going on.

PARENTS' WEEKEND

46. It was not until a "Parent's Weekend" was scheduled in July, 2006, that the Greens were able to communicate directly with [REDACTED], and began to find out what was actually going on. The Greens traveled to Focal Point Academy to see the facility for the first time, and to visit with [REDACTED]

47. On July 11, 2006, they had a scheduled visit with [REDACTED]. When the Greens arrived at Focal Point Academy, they were ushered into a room with [REDACTED] and Kimberly Allen. The Greens had to request a meeting with Defendant Horlacher, who ultimately arrived. When Michele Green stroked [REDACTED]'s face, her hand brushed by his left ear, causing him to wince in pain. Asking what the problem was, [REDACTED] told of his painful ear, and that he had been asking to see a doctor for it for a month. They immediately took [REDACTED] to see Dr. Hartwell.

48. On the drive to the doctor, [REDACTED] cried, but remained generally silent, only saying that he had something to say, but that he was too ashamed to say it.

49. While waiting for the doctor in the examining room, [REDACTED] finally found his voice, and began to unburden himself, describing, among other things, the following abuses he had suffered:

- He had been repeatedly beaten by a group of three bullies, one of whom was a long-time ring leader of such attacks on other students. At night, after "lights out" the gang would assault [REDACTED] in his bed, punching him in the face and stomach.
- On other occasions, the gang would sexually assault [REDACTED] hazing him. The students would hold [REDACTED] down in order to take out their penises, which they would rub on his face, while they threatened and beat him.
- At other times, when [REDACTED] was changing clothes, they would assault him by pressing their penises against his rear, and would threaten to anally rape him if he gave them any trouble.
- One bully forced [REDACTED] to rub his penis through his pants. Others would rub his rear on countless occasions.
- On other occasions, [REDACTED] found semen in his shampoo, and pubic hair on his pillow.
- [REDACTED] heard of a prior incident where the ring-leader had held a readily available knife to the throat of another student in the kitchen.

50. [REDACTED] became afraid of what might happen to him. Nevertheless, he stood up for himself, and reported these events in writing to the school, through his “advocate” Kimberly Allen. Allen evidently passed the report along to Defendant Horlacher.

51. Despite being informed of these egregious and damaging activities taking place in his “therapeutic” school, Horlacher took no steps to investigate their scope, or to effectively stop them. Specifically,

- Horlacher did not report the repeated incidents to the authorities.
- Horlacher did not even bother to look into the incidents themselves, and never even interviewed [REDACTED] about the attacks.
- On information and belief, Horlacher did not interview other students about these and other abusive incidents.
- Horlacher took no steps to control or even monitor the actions of the bullies, let alone to expel them from his “therapeutic” environment.

52. Instead, Horlacher had a brief meeting with all the students, telling them that such incidents “could be serious” and did nothing else. As a result of this meeting, that night the bullies again attacked and beat [REDACTED] in his bed. The clear message at Focal Point Academy was that either [REDACTED] would have to become a bully himself, or he would continue to suffer assaults and degradation at their hands.

53. Upon returning to Focal Point Academy, the Greens obtained a private meeting with [REDACTED]’s advocate, Kimberly Allen, to assess the validity of his charges. In their discussion, Kimberly Allen did not contradict any of them. All she could say was that because [REDACTED] did not report *further* incidents, she *assumed* that there were none. Again, the school made absolutely no effort to address the egregious unhealthy and

perverse activity being inflicted on its students by other students. Of course, [REDACTED] did not report further abuses, because his first report resulted in nothing other than him being beaten again *that very night*. The lesson was that reporting things to the school made things worse, not better.

54. The Greens raised these issues in meetings with Horlacher. Horlacher admitted that he knew such things were going on, but that he thought they were resolved. He had nothing to say about how or why he came to that alleged belief, or what he and/or the school did to stop or prevent them, other than the one brief "meeting."

55. The following day, after having an opportunity to absorb the shocking information, the Greens informed Horlacher that they were removing [REDACTED] immediately.

56. That day, Defendant Hooper appeared. After being told of what had happened, he said that he would look into it. Appalled, the Greens went to the Mesquite Police, and filed a report. They also demanded a refund.

57. The Greens also discovered at that point that Focal Point Academy was not licensed as a therapeutic boarding school at all, but was instead licensed by the state as a "foster care home," despite the fact that there are no foster children present. Similarly, when Focal Point Academy applied for a Small Business Administration loan in 2005, it classified itself not as a therapeutic boarding school, but as a "residential care facility."

58. Defendant Hooper then told the Greens that he would be their advocate in resolving matters with Focal Point Academy, assured them that they would receive a full refund for services not rendered, and that he would call them the following Monday.

59. Once home, on Monday, August 28, 2007, Michele Green called Defendant Hooper to follow up. Defendant Hooper said that Defendant Horlacher agreed to refund the monies, minus whatever therapy [REDACTED] received, and a few other minor charges, and that the Greens would have a check no later than September 6 or 7. Defendant Horlacher himself later called the Greens, and also promised a refund that was never made.

60. Defendants Hooper and Horlacher promised the Greens that there would be a refund to them. Although Horlacher continued to make the promises for several months, no refund at all was ever made.

Count I – Fraud in the Inducement

67. Plaintiffs repeat and reallege paragraphs 1 through 60 above as if set forth in full herein.

68. As set forth above, Defendants and their agents made false statements of fact to Plaintiffs.

69. These statements were known by Defendants to be false when made.

70. These statements were made by Defendants for the purpose of inducing Plaintiffs to act in reliance thereon, to enroll their son [REDACTED] in Focal Point Academy.

71. Plaintiffs relied upon the false representation, which reliance was reasonable.

72. Plaintiffs suffered damage in an amount to be determined at trial in reliance thereon.

WHEREFORE, Plaintiffs pray for judgment against Defendants for damages in an amount to be determined at trial, for interest and costs. Plaintiff reserves the right to amend the complaint to add a claim for punitive damages upon a proper showing.

Count II – Breach of Contract

73. Plaintiffs repeat and reallege paragraphs 1 through 60 above as if set forth in full herein.

74. Defendant Focal Point Academy LLC entered into a contract with Plaintiffs for their son [REDACTED] to attend the school. In accordance with those terms, Plaintiffs paid money.

75. The contract required Focal Point Academy to at least undertake a two-week student diagnostic process that was never done.

76. Defendant Focal Point Academy breached its contractual obligations to Plaintiffs by, among other things, never undertaking, let alone completing, the diagnostic process that was at the heart of its alleged therapeutic program.

77. As a direct and proximate result of Focal Point Academy's contract breaches, Plaintiffs have been damaged, in an amount to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants for damages in an amount to be determined at trial, for interest and costs.

Count III – Breach of Implied Covenant of Good Faith and Fair Dealing

78. Plaintiffs repeat and reallege paragraphs 1 through 60 above as if set forth in full herein.

79. Defendant Focal Point Academy as a party to the contract was obligated to act in good faith, to deal fairly, and to adhere to the terms and spirit of its contract with

Plaintiffs. These obligations included, *inter alia*, that Focal Point Academy act in accordance with representations Focal Point Academy and its agents and employees made to Plaintiffs that it would provide behavioral health professionals that are highly credible and reliable, that operate a very rigorous screening process that offer national accreditation for education and vocation, a therapeutic milieu that mandates at least 10 hours of clinical intervention per student per week, and a transition approach that requires participation of the entire family unit.

80. As set forth in detail above, Focal Point Academy breached its implied covenant of good faith and fair dealing.

81. These breaches were the direct and proximate cause of damages to Plaintiffs, in an amount to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants for damages in an amount to be determined at trial, for interest and costs.

Count IV – Breach of Fiduciary Duty

82. Plaintiffs repeat and reallege paragraphs 1 through 60 above as if set forth in full herein.

83. Defendants encouraged and accepted a confidential relationship with Plaintiffs under Florida law, and accordingly owed a duty of loyalty to Plaintiffs. Plaintiffs reposed trust and confidence in Defendants, which trust and confidence was accepted and encouraged by Defendants.

84. Defendants breached their duty of loyalty and their fiduciary and confidential obligations as set forth above.

85. As a proximate result of Defendants' breaches, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs request this Court to enter judgment for damages, plus costs, for punitive damages upon a proper showing, and for such other relief as justice requires.

Count V – Unjust Enrichment

86. Plaintiffs repeat and reallege paragraphs 1 through 60 above as if set forth in full herein.

87. The Greens conferred benefits on Defendants.

88. Plaintiffs transferred money for their benefit.

89. Defendants had knowledge thereof.

90. Defendants voluntarily accepted and retained the benefits conferred.

91. It would be inequitable to allow the Defendants to keep the benefits retained without paying the value thereof to Plaintiffs.


WHEREFORE, Plaintiffs request the Court to award them the value of the benefit they conferred on Defendants, and for such other relief as justice requires.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all issues so triable.

Dated this 24 day of June, 2007.

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