

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR MARTIN COUNTY, FLORIDA

ERICA HERMAN,

CASE NO.:

Plaintiff,

DIVISION:

v.

JUPITER ISLAND IRREVOCABLE
HOMESTEAD TRUST,

Defendant.

**COMPLAINT FOR VIOLATION OF
FLORIDA RESIDENTIAL LANDLORD TENANT ACT**

The Plaintiff, ERICA HERMAN, by and through her undersigned counsel, hereby files her Complaint against Defendant, JUPITER ISLAND IRREVOCABLE HOMESTEAD TRUST, and states as follows:

1. This is an action for damages in excess of \$50,000.
2. Plaintiff is an individual who resides at 462 S. Beach Road, Hobe Sound, Florida 33455 (the "Residence").
3. Defendant is an irrevocable trust with its place of administration in Hobe Sound, Florida, and is the owner of 462 S. Beach Road, Hobe Sound, Florida 33455.
4. All conditions precedent to this lawsuit have been satisfied or waived.
5. By agreement with an agent(s) with actual or apparent authority to act for the Defendant, Plaintiff has resided at the Residence for the duration of the Defendant's ownership of the Residence. During that period of time, Plaintiff has performed valuable services at the request of Defendant's agents, all in part performance of the oral tenancy agreement and in

reliance thereon.

6. The oral tenancy agreement gave the Plaintiff the right to live in the residence for a certain duration of time. All expenses that related to Plaintiff's residency, or that resulted therefrom, were to be fully paid by the Defendant or its privies. This agreement was fully performed for the 6-year period prior to the events giving rise to this lawsuit. The duties that were performed by, and expected of, Plaintiff were extensive and of an extraordinary nature in light of the overall circumstances and environment in which she lived. Approximately 5 years remained on the oral tenancy agreement.

7. No notice or lawful judicial proceeding was commenced to bring the tenancy to a lawful end. Instead, the Defendant elected to engage in "prohibited practices," *i.e.*, self-help, causing severe actual, consequential, and severe emotional damages to the Plaintiff. The prohibited practices were done intentionally, with premeditation, and with malice aforethought.

8. Specifically, by trickery, agents of the Defendant convinced the Plaintiff to pack a suitcase for a short vacation and, when she arrived at the airport, they told her she had been locked out of her residence, in violation of the oral tenancy agreement and in violation of Florida law. They then informed her she was not allowed to return to her Residence and, without legal counsel to aid in her in this emotional moment, they utilized a lawyer to confront her with proposals to resolve the wrongdoing they were in the midst of committing.

9. Defendant's agents attempted to justify their illegal conduct by paying for a hotel room and certain expenses for a short period of time, having successfully locked Plaintiff out of her home and frightened her away from returning. Since then, Plaintiff has continually demanded to be allowed back into her home, but Defendant's agents have refused. Even worse, Defendant's agents removed Plaintiff's personal belongings from her Residence and

misappropriated in excess of \$40,000 in cash that belonged to her, making scurrilous and defamatory allegations about how she obtained the money.

10. Agents of the Defendant conspired to engage in the above-described statutorily “prohibited” and tortious practices in order to interfere with the Plaintiff’s advantageous contractual and business relationships, for their own personal profits and through undue and improper influence. Upon further discovery, such persons will be added as additional defendants and, if appropriate, amendment will be sought to allege punitive damages.

11. The Residence is unique and the denial of Plaintiff’s access to her home is causing irreparable harm, as defined by § 83.67(7), Fla. Stat.

12. Plaintiff’s actual and consequential damages, in terms of the reasonable rental value of the residence, will be determined at the time of trial, but is likely to be measured in excess of \$30,000,000, given the substantial monthly rental value of the Residence.

13. The Defendant, directly and through its agents, had a duty that was owed toward the Plaintiff to not conduct prohibited practices pursuant to § 83.67, Fla. Stat. The flagrant and purposeful violations and breaches of duty described above are the proximate cause of the Plaintiff’s injuries for which they seek monetary damages which should be determined by a jury. Pursuant to § 83.67(6), Fla. Stat., Plaintiff is entitled to her actual and consequential damages, or 3 months rental value (whichever is greater), and/or injunctive relief pursuant to § 83.67(7), plus attorney’s fees and costs, demand for which is hereby made.

14. In addition and alternatively, by virtue of these violations, pursuant to §§ 83.55, 83.48, and 83.54, Fla. Stat., Plaintiff is entitled to civil relief for personal injuries these breaches/violations have caused, attorneys fees, and declarative/injunctive relief.

Wherefore, Plaintiff requests judgment against Defendant for actual and consequential damages, injunctive relief, together with attorney's fees and costs of suit, and such other and further relief as the Court may deem proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing will be served via Process Server onto **JUPITER ISLAND IRREVOCABLE HOMESTEAD TRUST.**

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