

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

STARRODD PRODUCTIONS, LLC, a Florida Limited Liability Company, DENNIS RODMAN GROUP, LLC, a Florida Limited Liability Company, and DENNIS RODMAN, Individually, CASE NO.:

Plaintiffs,

vs.

PEGGY ANN FULFORD, a/k/a PEGGY KING, PEGGY WILLIAMS, PEGGY BARARD, PEGGY SIMPSON, PEGGY RIVERS, DEVON COLE, and DEVON BARARD, KING MANAGEMENT GROUP AND ASSOCIATES, LLC, a Florida Limited Liability Company, and PREMIER FINANCIAL MANAGEMENT, INC., a Foreign Profit Corporation,

Defendants.

COMPLAINT FOR DAMAGES

Plaintiffs, Starrodd Productions, LLC (“Starrodd”), Dennis Rodman Group, LLC, (“DRG”), and Dennis Rodman (“Rodman”) (collectively the “Plaintiffs”), by and through the undersigned attorneys, hereby sue the Defendants, Peggy Ann Fulford (“Fulford”) a/k/a Peggy King, Peggy Williams, Peggy Barard, Peggy Simpson, Peggy Rivers, Devon Cole, and Devon Barard, King Management Group and Associates, LLC (“King Management”), and Premier Financial Management, Inc. (“Premier”), and alleges as follows:

PRELIMINARY STATEMENT

1. This is a claim for damages arising out of the misappropriation of funds from Starrodd, DRG, and Rodman by Fulford, a trusted and long-time adviser and employee of the Plaintiffs. The

Plaintiffs did not become aware of Fulford's ongoing deceit until late 2016 or early 2017 when the United States Attorney for the Southern District of Texas indicted Fulford on eight (8) counts, including wire fraud, mail fraud, interstate transportation of stolen property, and money laundering. Fulford utilized her corporate entities, including King Management and Premier, to perpetuate her fraud and further conceal her nefarious scheme from the Plaintiffs. It is estimated that the amount of funds stolen or misappropriated by Fulford from the Plaintiffs exceed \$2,000,000.00, exclusive of costs, interest and attorney's fees. Moreover, the Plaintiffs reserve their right to seek punitive damages.

JURISDICTION AND IDENTIFICATION OF THE PARTIES

2. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000) and this Court has jurisdiction pursuant to Florida Constitution, Article V, Section. 5(b) and Fla. Stat. §26.012 (1987).
3. Venue is proper in Broward County, Florida pursuant to Fla. Stat. §47.011 in that the causes of action alleged herein occurred in Broward County and because the Defendant, Fulford, was residing in Broward County, Florida when the causes of action occurred.
4. At all times material hereto, the Plaintiff, Starrodd, was a Florida Limited Liability Company with its principal place of business located at 16001 Collins Avenue, Unit 4104, Sunny Isles Beach, FL 33160, Miami-Dade County, Florida.
5. At all times material hereto, the Plaintiff, DRG, was a Florida Limited Liability Company with its principal place of business located at 2805 E. Oakland Park Boulevard, Unit 247, Fort Lauderdale, FL 33306, Broward County, Florida.
6. At all times material hereto, the Plaintiff, Rodman, was and is a citizen of the State of Florida, a resident of Broward County, and is otherwise sui juris.

7. At all times material hereto, the Defendant, Fulford, was a citizen of the State of Florida, a resident of Broward County, and is otherwise sui juris.

8. At all times material hereto, the Defendant, King Management, was a Florida Limited Liability Company with its principal place of business located at 2805 E. Oakland Park Boulevard, Suite 247, Fort Lauderdale, FL 33306. Fulford served as the registered agent and managing member of King Management.

9. At all times material hereto, the Defendant, Premier, was a Foreign Profit Corporation organized under the laws of the State of Georgia with its principal place of business located at 1736 Wild Dunes Circle, Orange Park, FL 32065. Fulford served as the Chief Financial Officer of Premier.

FACTS COMMON TO ALL COUNTS

10. From the inception of Fulford's professional relationship with the Plaintiffs, she falsely advised the Plaintiffs and their agents and representatives that she was a graduate of Harvard Law School and Harvard Business School who had made millions of dollars on Wall Street, through buying and selling hospitals, and from real estate holdings in the Bahamas.

11. Fulford utilized this fairytale to entice athletes such as Rodman to allow her to management their finances thereby gaining direct and unfettered access to their accounts. She advised Rodman that she would provide these services for free because she had already made her millions and simply wanted to help protect athletes like Rodman from losing their money.

12. Fulford also represented to the Plaintiffs and their agents and representatives that she was married to at least three (3) different individuals known as FK, SW, and RF, and falsely told the Plaintiffs that she would use the money she received exclusively to pay their bills, including income tax payments, and to make retirement investments on their behalf. Despite making such

assurances and false statements, Fulford utilized the money she received from the Plaintiffs for her own personal use, gain, and benefit.

13. Starrodd and DRG were corporate entities established by or on behalf of Rodman at Fulford's direction. Rodman was advised by Fulford that he was supposed to deposit funds into the bank accounts opened for these companies for the purposes discussed *supra*.

14. A bank account in the name of Starrodd was opened with Wells Fargo Bank, N.A. bearing account number xxxxxx2245 ("Starrodd Account").

15. A bank account in the name of DRG was opened with SunTrust Bank bearing account number xxxxxxxx1455 ("DRG Account").

16. Fulford was listed as a managing member and registered agent of DRG and the manager of Starrodd according to the corporations' respective filings with the Florida Secretary of State.

17. At all times material hereto, Starrodd and DRG were created for the sole benefit of Rodman.

18. At all times material hereto, at the direction of Rodman, an entity known as "Prince Marketing Group" held money in trust for the benefit of Rodman. At the instruction and direction of Fulford, Rodman, by and through Prince Marketing Group, would deposit funds into the Starrodd Account and DRG Account.

19. Upon information and belief, since at least January 25, 2010, Fulford has been misappropriating funds from the Plaintiffs so that she could enjoy the funds for her personal benefit. Fulford is believed to have misappropriated approximately \$1,864,975.23 in funds from the Starrodd Account and DRG Account (collectively the "Misappropriated Funds") between January 2010 and February 2015. Fulford was ultimately terminated from her position with the Plaintiffs as a consequence of her fraudulent actions.

20. Fulford has permanently deprived the Plaintiffs of the Misappropriated Funds by obtaining, disposing of, and otherwise depositing the Misappropriated Funds in accounts for her personal benefit and use without the knowledge or authorization of the Plaintiffs.

21. If Fulford is not required to return all of the Misappropriated Funds, the Plaintiffs will suffer irreparable injury, loss or damage, to which there is no adequate remedy at law.

22. Upon information and belief, approximately \$1,484,141.57 was misappropriated from the Starrodd Account and approximately \$380,883.66 was misappropriated from the DRG Account by Fulford as follows:

a. Starrodd Account:

| Date | Account # | Amount |
|------------|-------------|--------------|
| 09/21/2011 | xxxxxxx2245 | \$16,000.00 |
| 09/29/2011 | xxxxxxx2245 | \$40,000.00 |
| 10/07/2011 | xxxxxxx2245 | \$9,000.00 |
| 10/19/2011 | xxxxxxx2245 | \$23,150.00 |
| 10/28/2011 | xxxxxxx2245 | \$7,500.00 |
| 11/07/2011 | xxxxxxx2245 | \$11,500.00 |
| 12/20/2011 | xxxxxxx2245 | \$6,200.00 |
| 01/30/2012 | xxxxxxx2245 | \$4,480.00 |
| 02/16/2012 | xxxxxxx2245 | \$1,000.00 |
| 03/06/2012 | xxxxxxx2245 | \$9,000.00 |
| 03/06/2012 | xxxxxxx2245 | \$5,000.00 |
| 03/13/2012 | xxxxxxx2245 | \$1,500.00 |
| 03/14/2012 | xxxxxxx2245 | \$500.00 |
| 03/15/2012 | xxxxxxx2245 | \$7,000.00 |
| 03/22/2012 | xxxxxxx2245 | \$24,000.00 |
| 03/26/2012 | xxxxxxx2245 | \$300.00 |
| 04/02/2012 | xxxxxxx2245 | \$24,000.00 |
| 04/13/2012 | xxxxxxx2245 | \$70,000.00 |
| 05/11/2012 | xxxxxxx2245 | \$120,000.00 |
| 05/16/2012 | xxxxxxx2245 | \$10,000.00 |
| 05/21/2012 | xxxxxxx2245 | \$20,000.00 |
| 06/01/2012 | xxxxxxx2245 | \$1,000.00 |
| 06/11/2012 | xxxxxxx2245 | \$1,000.00 |
| 06/25/2012 | xxxxxxx2245 | \$1,000.00 |
| 07/06/2012 | xxxxxxx2245 | \$700.00 |
| 07/09/2012 | xxxxxxx2245 | \$500.00 |

| | | |
|------------|-------------|-------------|
| 07/13/2012 | xxxxxxx2245 | \$45,000.00 |
| 07/13/2012 | xxxxxxx2245 | \$1,000.00 |
| 07/16/2012 | xxxxxxx2245 | \$25,000.00 |
| 07/23/2012 | xxxxxxx2245 | \$10,000.00 |
| 07/27/2012 | xxxxxxx2245 | \$1,000.00 |
| 09/18/2012 | xxxxxxx2245 | \$3,000.00 |
| 09/26/2012 | xxxxxxx2245 | \$500.00 |
| 10/11/2012 | xxxxxxx2245 | \$300.00 |
| 10/12/2012 | xxxxxxx2245 | \$425.00 |
| 11/01/2012 | xxxxxxx2245 | \$2,000.00 |
| 11/05/2012 | xxxxxxx2245 | \$7,601.00 |
| 11/19/2012 | xxxxxxx2245 | \$15,760.00 |
| 12/14/2012 | xxxxxxx2245 | \$750.00 |
| 12/14/2012 | xxxxxxx2245 | \$1,000.00 |
| 12/17/2012 | xxxxxxx2245 | \$11,746.00 |
| 12/18/2012 | xxxxxxx2245 | \$16,000.00 |
| 12/31/2012 | xxxxxxx2245 | \$1,000.00 |
| 01/04/2013 | xxxxxxx2245 | \$10,130.00 |
| 01/11/2013 | xxxxxxx2245 | \$7,000.00 |
| 01/17/2013 | xxxxxxx2245 | \$11,600.00 |
| 02/04/2013 | xxxxxxx2245 | \$2,000.00 |
| 02/14/2013 | xxxxxxx2245 | \$11,250.00 |
| 02/22/2013 | xxxxxxx2245 | \$1,566.00 |
| 02/26/2013 | xxxxxxx2245 | \$14,430.00 |
| 03/05/2013 | xxxxxxx2245 | \$3,072.00 |
| 03/13/2013 | xxxxxxx2245 | \$98,675.00 |
| 03/19/2013 | xxxxxxx2245 | \$21,264.47 |
| 03/22/2013 | xxxxxxx2245 | \$15,060.00 |
| 04/11/2013 | xxxxxxx2245 | \$14,725.00 |
| 04/19/2013 | xxxxxxx2245 | \$3,500.00 |
| 04/25/2013 | xxxxxxx2245 | \$4,000.00 |
| 05/09/2013 | xxxxxxx2245 | \$4,000.00 |
| 05/21/2013 | xxxxxxx2245 | \$3,000.00 |
| 06/11/2013 | xxxxxxx2245 | \$6,500.00 |
| 06/25/2013 | xxxxxxx2245 | \$20,000.00 |
| 06/27/2013 | xxxxxxx2245 | \$15,000.00 |
| 07/12/2013 | xxxxxxx2245 | \$14,500.00 |
| 07/18/2013 | xxxxxxx2245 | \$7,000.00 |
| 07/24/2013 | xxxxxxx2245 | \$8,100.00 |
| 07/30/2013 | xxxxxxx2245 | \$6,300.00 |
| 08/01/2013 | xxxxxxx2245 | \$25,000.00 |
| 08/07/2013 | xxxxxxx2245 | \$15,000.00 |
| 08/22/2013 | xxxxxxx2245 | \$20,000.00 |
| 08/30/2013 | xxxxxxx2245 | \$51,740.00 |
| 09/11/2013 | xxxxxxx2245 | \$73,350.00 |

| | | |
|------------|-------------|-------------|
| 09/23/2013 | xxxxxxx2245 | \$500.00 |
| 09/27/2013 | xxxxxxx2245 | \$9,000.00 |
| 10/15/2013 | xxxxxxx2245 | \$10,000.00 |
| 10/17/2013 | xxxxxxx2245 | \$18,000.00 |
| 10/17/2013 | xxxxxxx2245 | \$15,000.00 |
| 10/21/2013 | xxxxxxx2245 | \$15,000.00 |
| 10/22/2013 | xxxxxxx2245 | \$6,000.00 |
| 10/28/2012 | xxxxxxx2245 | \$32,000.00 |
| 11/01/2013 | xxxxxxx2245 | \$10,000.00 |
| 11/14/2013 | xxxxxxx2245 | \$34,000.00 |
| 01/02/2014 | xxxxxxx2245 | \$30,000.00 |
| 02/20/2014 | xxxxxxx2245 | \$11,500.00 |
| 03/25/2014 | xxxxxxx2245 | \$6,000.00 |
| 03/31/2014 | xxxxxxx2245 | \$2,500.00 |
| 04/03/2014 | xxxxxxx2245 | \$5,000.00 |
| 05/01/2014 | xxxxxxx2245 | \$3,300.00 |
| 05/05/2014 | xxxxxxx2245 | \$3,000.00 |
| 06/11/2014 | xxxxxxx2245 | \$1,500.00 |
| 07/22/2014 | xxxxxxx2245 | \$38,000.00 |
| 08/04/2014 | xxxxxxx2245 | \$6,070.00 |
| 08/19/2014 | xxxxxxx2245 | \$7,000.00 |
| 08/21/2014 | xxxxxxx2245 | \$4,000.00 |
| 08/25/2014 | xxxxxxx2245 | \$4,000.00 |
| 08/27/2014 | xxxxxxx2245 | \$2,000.00 |
| 09/19/2014 | xxxxxxx2245 | \$35,000.00 |
| 10/03/2014 | xxxxxxx2245 | \$3,500.00 |
| 10/24/2014 | xxxxxxx2245 | \$14,500.00 |
| 11/13/2014 | xxxxxxx2245 | \$15,000.00 |
| 11/21/2014 | xxxxxxx2245 | \$5,600.00 |
| 11/26/2014 | xxxxxxx2245 | \$27,500.00 |
| 12/09/2014 | xxxxxxx2245 | \$13,500.00 |
| 12/22/2014 | xxxxxxx2245 | \$8,000.00 |
| 02/03/2015 | xxxxxxx2245 | \$24,000.00 |

b. DRG Account:

| Date | Account # | Amount |
|------------|---------------|-------------|
| 01/25/2010 | xxxxxxxxx1455 | \$7,600.00 |
| 05/12/2010 | xxxxxxxxx1455 | \$8,000.00 |
| 08/12/2010 | xxxxxxxxx1455 | \$5,000.00 |
| 08/23/2010 | xxxxxxxxx1455 | \$13,000.00 |
| 09/20/2010 | xxxxxxxxx1455 | \$7,000.00 |
| 09/28/2010 | xxxxxxxxx1455 | \$3,980.00 |
| 10/05/2010 | xxxxxxxxx1455 | \$5,000.00 |
| 10/20/2010 | xxxxxxxxx1455 | \$2,000.00 |

| | | |
|------------|--------------|-------------|
| 12/22/2010 | xxxxxxxx1455 | \$8,500.00 |
| 01/07/2011 | xxxxxxxx1455 | \$13,980.00 |
| 01/24/2011 | xxxxxxxx1455 | \$14,980.00 |
| 02/18/2011 | xxxxxxxx1455 | \$11,480.00 |
| 03/07/2011 | xxxxxxxx1455 | \$4,000.00 |
| 04/19/2011 | xxxxxxxx1455 | \$2,000.00 |
| 04/28/2011 | xxxxxxxx1455 | \$5,000.00 |
| 05/13/2011 | xxxxxxxx1455 | \$8,000.00 |
| 06/20/2011 | xxxxxxxx1455 | \$15,970.00 |
| 07/08/2011 | xxxxxxxx1455 | \$34,069.00 |
| 07/21/2011 | xxxxxxxx1455 | \$16,200.00 |
| 12/02/2011 | xxxxxxxx1455 | \$20,000.00 |
| 12/20/2011 | xxxxxxxx1455 | \$30,000.00 |
| 02/22/2012 | xxxxxxxx1455 | \$3,250.00 |
| 04/13/2012 | xxxxxxxx1455 | \$50,000.00 |
| 07/27/2012 | xxxxxxxx1455 | \$40,000.00 |
| 08/01/2012 | xxxxxxxx1455 | \$4,700.00 |
| 10/17/2012 | xxxxxxxx1455 | \$2,394.66 |
| 01/25/2013 | xxxxxxxx1455 | \$12,790.00 |
| 02/12/2013 | xxxxxxxx1455 | \$18,990.00 |
| 08/30/2013 | xxxxxxxx1455 | \$1,000.00 |
| 09/09/2013 | xxxxxxxx1455 | \$5,000.00 |
| 10/09/2013 | xxxxxxxx1455 | \$1,000.00 |
| 11/01/2013 | xxxxxxxx1455 | \$6,000.00 |

23. None of the Defendants, Fulford, King Management, or Premier, have any legal or equitable right to the Misappropriated Funds.
24. Upon information and belief, Fulford transferred the Misappropriated Funds into various bank accounts held in the names of King Management and Premier and otherwise utilized these corporate entities to further perpetuate her fraudulent scheme and commingle the funds.
25. All conditions precedent to the commencement of this action have occurred, have been excused, or have been waived.
26. The Plaintiffs have engaged the undersigned counsel and are required to pay such counsel a reasonable fee and to reimburse it for all litigation costs.

COUNT I
CONVERSION AS TO ALL DEFENDANTS

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

27. At all times material hereto, the Misappropriated Funds belonged to Starrodd, DRG, and Rodman.¹

28. The Defendants Fulford, King Management, and Premier had no right or interest whatsoever in the Misappropriated Funds.

29. By selling, disposing of, or converting to their own use the Misappropriated Funds without the Plaintiffs' authorization, the Defendants Fulford, King Management, and Premier exercised dominion over the Misappropriated Funds that was inconsistent with and adverse to the ownership rights of the Plaintiffs.

30. By selling, disposing of, or converting to their own use the Misappropriated Funds without the Plaintiffs' authorization or knowledge, Defendants Fulford, King Management, and Premier have permanently and indefinitely deprived the Plaintiffs' of their property.

31. The Defendants Fulford, King Management, and Premier continue to deprive the Plaintiffs of their property by failing or refusing to return all of the Misappropriate Funds to the Plaintiffs despite the Plaintiffs' repeated demands and requests for the return of all Misappropriate Funds.

32. The Defendants Fulford, King Management, and Premier actions of withholding property belonging to the Plaintiffs is unauthorized and constitutes conversion of the Plaintiffs' property.

33. Th eDefendants Fulford, King Management, and Premier have directly and proximately caused harm and damages to the Plaintiffs.

¹ For purposes of clarity, the Misappropriated Funds are described in ¶¶ 19-22.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendants, Fulford, King Management, and Premier, as follows:

- a. Awarding damages in excess of \$15,000.00, exclusive of costs, interest and Attorney's fees, in an amount to be proven at trial;
- b. Awarding Plaintiffs prejudgment and post-judgment interest on the damages it proves;
- c. Awarding Attorney's fees and litigation costs incurred in prosecution of this action; and
- d. Granting Plaintiffs such other and further relief as is deemed just and proper.

COUNT II
UNJUST ENRICHMENT AS TO ALL DEFENDANTS

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

34. As more fully set forth above, Defendants Fulford, King Management, and Premier have been unjustly enriched at the expense of the Plaintiffs.

35. The Defendants Fulford, King Management, and Premier should be required to disgorge all monies, profits and gains which have been obtained or will be obtained in the future at the expense of the Plaintiffs, and a constructive trust should be imposed thereon for the benefit of the Plaintiffs.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendants, Fulford, King Management, and Premier, as follows:

- a. Awarding damages in excess of \$15,000.00, exclusive of costs, interest and Attorney's fees, in an amount to be proven at trial;

- b. Awarding Plaintiffs prejudgment and post-judgment interest on the damages it proves;
- c. Awarding Attorney's fees and litigation costs incurred in prosecution of this action; and
- d. Granting Plaintiffs such other and further relief as is deemed just and proper.

COUNT III
COMMON LAW FRAUD AS TO DEFENDANT FULFORD

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

36. Defendant Fulford knew at the time that she made false representations and concealed material facts concerning her background, credentials, education, and experience as well as the Misappropriated Funds from the Plaintiffs as more fully alleged herein, that such representations were untrue and that she was concealing material facts from the Plaintiffs.

37. Defendant Fulford acted with the intention to deceive and mislead the Plaintiffs regarding her background, credentials, education, and experience as well as the Misappropriated Funds while at all times intending to divert the Misappropriated Funds for her own benefit.

38. The Plaintiffs acted in reliance of Fulford's intentional actions and material omissions to their detriment.

39. As a direct and proximate cause of Fulford's intentional actions, the Plaintiffs were damaged.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendant, Fulford, as follows:

- a. Awarding damages in excess of \$15,000.00, exclusive of costs, interest and Attorney's fees, in an amount to be proven at trial;

- b. Awarding Plaintiffs prejudgment and post-judgment interest on the damages it proves;
- c. Awarding Attorney's fees and litigation costs incurred in prosecution of this action; and
- d. Granting Plaintiffs such other and further relief as is deemed just and proper.

COUNT IV
CONSTRUCTIVE TRUST AS TO ALL DEFENDANTS

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

40. The Plaintiffs are entitled to recover all Misappropriated Funds as set forth herein.

41. Upon information and belief, the Defendants Fulford, King Management, and Premier hold the Misappropriated Funds in, or in the form of, bank accounts, real property or personal property that can be located and traced.

42. The Defendants Fulford, King Management, and Premier hold the Misappropriated Funds as a constructive trustee for the Plaintiffs' benefit. Based on Count II – for Unjust Enrichment, the Plaintiffs request the imposition of a constructive trust on all Misappropriated Funds extracted from the Plaintiffs and in their possession or that may come to be in the possession of the Defendants.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendants, Fulford, King Management, and Premier, as follows:

- a. Ordering the Defendants to hold as constructive trustee for the benefit of Starrodd, DRG, and Rodman and their assigns all Misappropriated Funds, including any interest thereon, and awarding the Plaintiffs all such amounts;

- b. Awarding Plaintiffs' litigation costs and attorney's fees to the extent such fees and costs are available under applicable law; and
- c. Granting Plaintiffs such other and further relief as is deemed just and proper.

COUNT V
BREACH OF FIDUCIARY DUTY AS TO FULFORD

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

43. At all times material hereto, the Defendant, Fulford, maintained a position of trust and confidence with the Plaintiffs and had full access to the Plaintiffs' funds and bank accounts.

44. At all times material hereto, the Defendant, Fulford, owed a fiduciary duty to the Plaintiffs to act in accordance with the law and had the responsibility of managing and protecting property and money owned by the Plaintiffs, including the Misappropriated Funds.

45. Additionally, the Defendant, Fulford had a duty to act in the best interests of the Plaintiffs and breached her duties as described herein when she utilized the Misappropriated Funds for her own personal gain and otherwise mishandled the funds.

46. The Defendant, Fulford, knew or had reason to know that the Plaintiffs were placing trust and confidence in her and that they were relying on her individual and collective obligations and representations with regard to full and complete disclosure of all relevant matters related to the Starrodd Account and DRG Account.

47. The Plaintiffs were justified in placing such trust and confidence in the Defendant, Fulford.

48. As a result of the actions of the Defendant, Fulford, the Plaintiffs suffered damages for which they are entitled to recovery.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendant, Fulford, as follows:

- a. Awarding damages in excess of \$15,000.00, exclusive of costs, interest and Attorney's fees, in an amount to be proven at trial;
- b. Awarding Plaintiffs prejudgment and post-judgment interest on the damages it proves;
- c. Awarding Attorney's fees and litigation costs incurred in prosecution of this action; and
- d. Granting Plaintiffs such other and further relief as is deemed just and proper.

COUNT VI
CIVIL CONSPIRACY AS TO ALL DEFENDANTS

Plaintiffs reallege and reaver paragraphs 1 through 26 as though fully set forth herein, and would further state:

49. At all times material hereto, the Defendants, Fulford, King Management, and Premier, acted with the intent of stealing from and defrauding the Plaintiffs.

50. Notwithstanding, the Defendants, Fulford, King Management, and Premier conspired to defraud the Plaintiffs by willfully and maliciously depriving the Plaintiffs of the Misappropriated Funds by obtaining, utilizing, or otherwise disposing of the Misappropriated Funds without the authorization or consent of the Plaintiffs.

51. The conspiracy to defraud the Plaintiffs was knowingly, willfully, and maliciously carried out by the Defendants to the detriment of the Plaintiffs.

52. The Plaintiffs suffered significant damages as a consequence of the Defendants' actions.

WHEREFORE, the Plaintiffs, Starrodd, DRG, and Rodman demand judgment against the Defendants, Fulford, King Management, and Premier, as follows:

- a. Awarding damages in excess of \$15,000.00, exclusive of costs, interest and Attorney's fees, in an amount to be proven at trial;

- b. Awarding Plaintiffs prejudgment and post-judgment interest on the damages it proves;
- c. Awarding Attorney's fees and litigation costs incurred in prosecution of this action; and
- d. Granting Plaintiffs such other and further relief as is deemed just and proper.

DEMAND FOR JURY TRIAL

The Plaintiffs hereby demand trial by jury as to all issues so triable as a matter of right.

CERTIFICATE OF SERVICE

THE UNDERSIGNED HEREBY CERTIFIES that the foregoing document was electronically filed with the Clerk of the Court on February 5, 2019, using the Florida Courts E-Filing Portal and that a true and correct copy of this document has been served on the Defendant(s).

COHEN & MCMULLEN, P.A.

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