

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS SUPERIOR COURT

BRISTOL, SS.

FILED

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO.: 2073CV00139C

**MARYANNE MEDEIROS, and
JOAO MEDEIROS,
Plaintiffs,**

FEB 20 2020

MARC J. SANTOS, ESQ.
CLERK/MAGISTRATE

v.

**TRACY MILANOVICH aka TRACEY
MILANOVICH, ANGELO MILLER, and
TRACY PALM + CARD READING,
Defendants.**

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiffs, Maryanne Medeiros and Joao Medeiros (hereinafter collectively referred to as the "Plaintiffs" and individually referred to as "Mrs. Medeiros" and "Mr. Medeiros," respectively) file their complaint against the Defendants, Tracy Milanovich aka Tracey Milanovich, Angelo Miller, and Tracy Palm + Card Reading (hereinafter collectively referred to as the "Defendants" and individually referred to as "Milanovich," "Miller," and "TPCR," respectively).

PARTIES

1. The Plaintiff, Maryanne Medeiros, is a Massachusetts resident residing at 240 Baker Street, Apt. 1., Fall River, Bristol County, Massachusetts.
2. The Plaintiff, Joao Medeiros, is a Massachusetts resident residing at 240 Baker Street, Apt. 1., Fall River, Bristol County, Massachusetts.
3. The Defendant, Tracy Milanovich aka Tracey Milanovich is a Massachusetts resident residing at 814 County Street, Somerset, Bristol County, Massachusetts.
4. The Defendant, Angelo Miller is a Massachusetts resident residing at 814 County Street, Somerset, Bristol County, Massachusetts.
5. The Defendant, Tracy Palm + Card Reading is a Massachusetts business, operating under a Business Certificate for the Commonwealth of Massachusetts, in the town of Somerset, with its usual place of business at 814 County Street, Somerset, Bristol County, Massachusetts. *See Exhibit 1.*

JURISDICTION

6. This court has jurisdiction over the Plaintiff, Maryanne Medeiros, as she is a resident of Massachusetts domiciled in Bristol County, Massachusetts.
7. This court has jurisdiction over the Plaintiff, Joao Medeiros, as he is a resident of Massachusetts domiciled in Bristol County, Massachusetts.
8. This court has jurisdiction over Defendant Milanovich, as she is a resident of Massachusetts domiciled in Bristol County, Massachusetts.
9. This court has jurisdiction over Defendant Miller, as he is a resident of Massachusetts domiciled in Bristol County, Massachusetts.
10. This court has jurisdiction over the Defendant TPCR as it is a Massachusetts business with its principle place of business in Bristol County, Massachusetts.
11. This Court has jurisdiction over this claim because the underlying incidents that resulted in the Plaintiffs' loss and harm occurred in Somerset, Bristol County, Massachusetts, and the interaction between Plaintiffs and Defendants thereafter occurred in Massachusetts.

FACTS

12. The Plaintiffs, Maryanne Medeiros and Joao Medeiros are a married couple.
13. The Plaintiffs have one (1) child, a daughter.
14. Defendants Milanovich and Miller own and/or operate the Defendant business TPCR located at 814 County Street, Somerset, Bristol County, Massachusetts.
15. Defendant Miller is the boyfriend of Defendant Milanovich.
16. Defendant Miller owns the property located at 814 County Street, where the Defendants Miller and Milanovich reside.
17. Defendant Miller owns the property located at 814 County Street, where TPCR is located and operated.
18. Defendant Milanovich purports to be a psychic.
19. Defendant Milanovich purports to perform palm reading, card reading, and/or other psychic services.

20. Defendants Milanovich and Miller are engaged in trade or business in the Commonwealth.
21. On or about November 15, 2019, Mrs. Medeiros visited Milanovich at TPCR for the first time to receive a palm and/or card reading.
22. Milanovich provided to Mrs. Medeiros the service of a palm and/or card reading.
23. On or about November 15, 2019, Milanovich told Mrs. Medeiros that her ten-year-old daughter had “something inside of her that was bad”.
24. On or about November 15, 2019, Milanovich told Mrs. Medeiros that her daughter was in imminent threat of death due to demonic forces.
25. On or about November 15, 2019, Milanovich told Mrs. Medeiros that her daughter was “Dead in God’s Eyes.”
26. Mrs. Medeiros was incredibly scared and concerned for her daughter’s safety and well-being.
27. Milanovich represented to Mrs. Medeiros that a candle-lighting ceremony was necessary to save and/or cure her daughter’s demonic condition and rid her soul of evil.
28. Milanovich demanded that Mrs. Medeiros pay One Thousand Dollars (\$1,000) for the candle-lighting.
29. On or about November 15, 2019, Mrs. Medeiros paid to Milanovich One Thousand Dollars (\$1,000).
30. After Milanovich received One Thousand Dollars (\$1,000), and after the candle-lighting, Milanovich convinced Mrs. Medeiros that the candle-lighting did not rid her daughter’s soul of demon(s).
31. Milanovich further convinced Mrs. Medeiros that she would need to pay additional sums of money or her daughter was in danger.
32. Milanovich told Mrs. Medeiros that her daughter would die if she did not follow her instructions and pay additional sums of money to Milanovich.
33. Milanovich threatened that if Mrs. Medeiros told anyone about their communications, her daughter would be in danger.
34. Milanovich specifically threatened that if Mrs. Medeiros told Mr. Medeiros about the communications, that bad things would happen to the Plaintiff’s daughter.

35. On or about November 21, 2019, Milanovich demanded that Mrs. Medeiros provide her with several home goods including towels, bed sheets, and paper towels, to be used in a ceremony.
36. Milanovich represented that the home goods were necessary for a ritual for Milanovich to save the Plaintiff's daughter from harm and/or danger.
37. Mrs. Medeiros purchased and provided Milanovich with the home goods and cleaning products, per her explicit instructions.
38. On or about November 22, 2019, Milanovich advised Mrs. Medeiros that she must "buy back" the souls of Mrs. Medeiros and her daughter "from the demon(s)" and demanded payment in the amount of Six Thousand Fifty-Eight Dollars (\$6,058).
39. On or about November 22, 2019, Mrs. Medeiros paid to Milanovich Six Thousand Fifty-Eight Dollars (\$6,058).
40. Throughout the duration of their communications, Milanovich would send text messages to Mrs. Medeiros, requesting that she call her when her husband, Mr. Medeiros was not present.
41. Milanovich threatened that if Mrs. Medeiros told her husband, Mr. Medeiros, about their communications, then the demons would be angered and retaliate against their daughter with lethal force.
42. Milanovich threatened that her daughter would die if Mrs. Medeiros did not carefully follow her instructions and pay the demanded sums of money to her.
43. Milanovich represented to Mrs. Medeiros that she was working with a church and purported that the church was also giving her money to assist with the purported psychic purification of the Plaintiffs' daughter.
44. Milanovich refused or otherwise failed to identify the church with which she was allegedly working collaboratively.
45. Mrs. Medeiros was unable or otherwise not allowed by Milanovich to contact the church and confirm their collaboration.
46. On or about November 26, 2019, Milanovich told Mrs. Medeiros that her daughter was still in danger, and that she needed an additional Six Thousand and Fifty-Eight Dollars (\$6,058) to save or otherwise remove the remaining demon(s) from her daughter.

47. Milanovich represented that the undisclosed church had paid to Milanovich a partial portion of the amount demanded, and further demanded that Mrs. Medeiros pay to her Four Thousand Dollars (\$4,000).
48. On or about November 26, 2019, Mrs. Medeiros paid to Milanovich Four Thousand Dollars (\$4,000).
49. In addition to demanding that Mrs. Medeiros purchase and deliver home goods to Milanovich, Milanovich further convinced Mrs. Medeiros to participate in various rituals including cleaning the floor of her home with the water provided by Milanovich and bathing herself and her family using a bar of soap provided by Milanovich.
50. Even after Milanovich received the Four Thousand Dollars (\$4,000), Milanovich warned Mrs. Medeiros that her daughter's demonic condition and imminent danger was exacerbating, and that an additional Twenty Thousand Nine Dollars (\$20,009) would be required to save her daughter.
51. On or about December 10, 2019, Milanovich threatened that she could not stop the imminent danger or rid the demon(s) from her daughter without additional sums of money.
52. Milanovich purported that the fees required were determined by an undisclosed church.
53. In a series of communications, Milanovich frequently encouraged Mrs. Medeiros to "keep an eye on" her daughter, while constantly asserting and reminding that the Plaintiff's daughter was in imminent danger.
54. Milanovich threatened that if Mrs. Medeiros failed to make timely payments, that the so-called demon(s) would become angry and retaliate against her and her daughter with deadly force.
55. On or about December 10, 2019, Mrs. Medeiros paid to Milanovich Twenty Thousand Nine Dollars (\$20,009).
56. On or about December 12, 2019, Milanovich persuaded Mrs. Medeiros that additional sums of money would be necessary to save her daughter from impending death by demon(s).
57. When Mrs. Medeiros informed Milanovich that she did not have the funds she demanded, Milanovich threatened that if she did not make the payment(s), her daughter would be killed by demon(s).

58. On or about December 10, 2019 Milanovich convinced Mrs. Medeiros that she had to pay to her an additional Twenty Thousand Nineteen Dollars (\$20,019).
59. On or about December 10, 2019 Mrs. Medeiros paid to Milanovich Twenty Thousand Nineteen Dollars (\$20,019).
60. On or about December 14, 2019, Milanovich demanded an additional Twenty Thousand Twenty Dollars (\$20,020) to save her daughter and/or rid the demon(s) from her daughter.
61. On or about December 14, 2019, Mrs. Medeiros paid to Milanovich Twenty Thousand Twenty Dollars (\$20,020).
62. Milanovich further demanded additional home goods from Milanovich, encouraging her that higher quality goods would purportedly result in a more effective result.
63. Milanovich further requested personal items from Mrs. Medeiros including a photograph of her daughter, a sonogram photograph of her daughter, and information including her daughter's name, birth date, and birth time.
64. Mrs. Medeiros provided to Milanovich every one of the home goods which she demanded, after Milanovich convinced her that such items were necessary to save her daughter.
65. Milanovich again threatened that if Mrs. Medeiros told anyone about the payments or their communications, that the demon(s) would become angered and bad things would happen to the Plaintiffs' daughter.
66. On or about December 17, 2019, Milanovich claimed that the demon(s) had been removed from her daughter.
67. Even after Milanovich purported that the demon(s) were removed from the Plaintiff's daughter, Milanovich threatened that Mrs. Medeiros must provide additional funds as a spiritual "block" was necessary to ensure that the demon(s) do not return.
68. On or about December 17, 2019, Milanovich requested that Mrs. Medeiros pay a fee of Fourteen Thousand Dollars (\$14,000) within twenty-four hours or else her daughter would be in grave danger and the demon(s) would kill her daughter.
69. On December 17, 2019, Mrs. Medeiros informed her husband, Mr. Medeiros, about her communications with Milanovich and the large sums of money paid to Milanovich and/or TPCR.
70. Throughout these interactions, Mrs. Medeiros experienced extreme emotional distress.

71. Upon learning about the communication between Milanovich and Mrs. Medeiros, Mr. Medeiros experienced extreme emotional distress.
72. In order to comply with Milanovich's coercions, as referenced above, Mrs. Medeiros withdrew large quantities of money from marital account(s) with Mr. Medeiros, borrowed money from a friend, and obtained a loan with a financial institution.
73. Between November 15, 2019 and December 15, 2019, Mrs. Medeiros paid approximately Seventy-One Thousand Dollars (\$71,000) to Milanovich and/or TPCR.
74. Milanovich only accepted cash payments from Mrs. Medeiros.
75. Milanovich utilized fear of harm, under the guise of other worldly means, to deter Mrs. Medeiros from notifying anyone, including her husband, of their communications and sums of money paid by Mrs. Medeiros.
76. At all times relevant hereto, Milanovich was aware of the Plaintiff's religious and cultural beliefs, as well as her deep concern for her family.
77. Milanovich intentionally exploited Plaintiff's religious and cultural beliefs, as well as her deep concern for her family in order to obtain money from Mrs. Medeiros.
78. Milanovich specifically represented that the Plaintiffs' daughter would be in imminent threat of death if Mrs. Medeiros told anyone about the presence of the demon(s), or the psychic services allegedly provided by TPCR.
79. Milanovich specifically represented that the Plaintiffs' daughter would be in imminent threat of death if Mrs. Medeiros failed to pay the funds requested by Milanovich.
80. Milanovich specifically instructed Mrs. Medeiros not to inform Mr. Medeiros or any third parties of any of the events or payments.
81. Milanovich placed Mrs. Medeiros in imminent fear of demons, spirits, and physical harm and/or death to her daughter.
82. The representations made by Milanovich were false and made with the intent to fool or trick Mrs. Medeiros into complying with her demands.
83. Milanovich caused Mrs. Medeiros and Mr. Medeiros extreme emotional distress, in order to cause them to fear their daughter's safety and expend large sums of money.
84. The Plaintiffs are still experiencing emotional distress which has manifested in physical symptoms.

85. The Plaintiffs suffered economic loss due to the misrepresentations and conduct of the Defendants.

**COUNT I
(Fraud)**

86. The Plaintiffs hereby incorporate the allegations of paragraphs 85 through 202 as if fully stated herein.

87. The Defendants Milanovich and Miller, in their capacity as owner/operator of TPCR, knowingly and intentionally perpetrated a fraud against the Plaintiffs through their business.

88. Milanovich represented to the Plaintiff, Mrs. Medeiros, that she has psychic abilities and powers.

89. Milanovich knowingly and intentionally represented to Mrs. Medeiros, that her daughter was "dead in God's eyes" and possessed by demonic spirits.

90. Milanovich knowingly and intentionally represented that the Plaintiffs' daughter was in imminent threat of death.

91. Milanovich knowingly and intentionally represented to Mrs. Medeiros, that she must pay large sums of money to save her daughter's life.

92. Milanovich knowingly and intentionally represented to Mrs. Medeiros that her daughter would be in danger if she told Mr. Medeiros or any third party about their communications or the sums of money paid to Milanovich.

93. Milanovich knowingly and intentionally represented to Mrs. Medeiros that she must provide her with home goods which she purported to be used in rituals to cleanse the Plaintiff's daughter.

94. For each payment demanded by Milanovich, Milanovich continuously misrepresented that the demanded funds would remove the demon(s), and that no further funds would be necessary thereafter.

95. Milanovich knowingly and intentionally misrepresented that the funds paid by Mrs. Medeiros were necessary to prevent the imminent harm to Plaintiff's daughter.

96. Milanovich knowingly and intentionally misrepresented that she was able to successfully remove demon(s) from the Plaintiff's daughter.

97. Milanovich knew that these representations were false and made in order to wrongfully deprive the Plaintiffs of their property.

98. Milanovich knew that Mrs. Medeiros was susceptible to these threats of harm.
99. Milanovich knew that her representations caused Mrs. Medeiros to be scared for her daughter's health and safety.
100. Milanovich intended for Mrs. Medeiros to rely upon her misrepresentations in order to cause fear that her daughter was in imminent threat of death or harm.
101. Milanovich intended to frighten and deceive Mrs. Medeiros in order to wrongfully retrieve large sums of money from her.
102. Milanovich induced Mrs. Medeiros' reliance upon her misrepresentations.
103. Milanovich invoked fear and threats to coerce Mrs. Medeiros into paying large sums of money.
104. Milanovich used Mrs. Medeiros' spiritual and religious beliefs to place her in imminent fear of demon(s), and physical harm and/or death to her daughter.
105. Milanovich's made the misrepresentations with intent to convince Mrs. Medeiros that Milanovich was a psychic with the power to cleanse her daughter of evil demon(s).
106. In reliance upon Milanovich's misrepresentations, Mrs. Medeiros believed her daughter was in imminent harm or death unless she complied with Milanovich's demands.
107. Due to Milanovich's representations, Mrs. Medeiros was placed in imminent fear for her family's safety.
108. Due to Milanovich's threats, Mrs. Medeiros did not tell anyone about her communications with Milanovich.
109. As a result of Milanovich's misrepresentations and conduct, Mrs. Medeiros paid to Milanovich approximately Seventy-One Thousand Dollars (\$71,000) between November 15, 2019 and December 16, 2019.
110. The Defendants advertise and purport that Milanovich has years of experience in the psychic, card-reading, and palm-reading business.
111. Due to the fact that the Defendants advertise and purport that Milanovich has years of experience in the psychic, card-reading, and palm-reading business, it was reasonable for Mrs. Medeiros to believe and rely upon Milanovich's misrepresentations.

112. As a result of Milanovich exploiting Mrs. Medeiros' religious and spiritual beliefs to coerce her, Mrs. Medeiros believed Milanovich's misrepresentations and relied on such when she surrendered her personal property and money to Milanovich.
113. The Plaintiffs have suffered economic loss and extreme emotional distress as a direct result of the Defendants' fraudulent conduct.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

**COUNT II
(Conversion)**

114. The Plaintiffs hereby incorporate the allegations of paragraphs 113 through 202 as if fully stated herein.
115. Commencing on or about November 15, 2019, and continuing through December 16th 2019, Milanovich took possession of approximately Seventy-One Thousand Dollars (\$71,000) belonging to the Plaintiffs.
116. Milanovich knowingly misrepresented to Mrs. Medeiros that the sums of money were required to remove the demon(s) from her daughter or else she would be in imminent harm or even death.
117. Milanovich explicitly threatened that the Plaintiff's daughter would be killed by demon(s) if Mrs. Medeiros did not pay large sums of money.
118. As of the date of the commencement of this action, the Defendants continue to exercise possession, custody, and control over the Plaintiff's property.
119. The Plaintiffs, through counsel, have requested the return of the funds from Defendants, through Defendants' counsel.
120. The Defendants have refused or otherwise failed to return the Plaintiffs' property.
121. The Defendants have deprived the Plaintiffs' possession of their property.
122. The Defendants intended to permanently deprive the Plaintiffs of their property.
123. As a direct and proximate result of the Defendants' conversion of the Plaintiffs' property, the Plaintiffs have suffered financial loss and economic harm.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

**COUNT III
(Unjust Enrichment)**

124. The Plaintiffs hereby incorporate the allegations of paragraphs 123 through 202 as if fully stated herein.
125. As a result of the actions described herein, the Defendants have been unjustly enriched by their actions in wrongfully taking, keeping, and converting to their own use the Plaintiff's personal property, to wit: approximately Seventy-One Thousand Dollars (\$71,000).
126. As a direct result of the actions of the Defendants as described herein, the Plaintiffs have been harmed by the loss of their property.
127. Justice requires that the wrongfully received money and associated economic loss be returned to the Plaintiffs.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

**COUNT IV
(Breach of Contract)**

128. The Plaintiffs hereby incorporate the allegations of paragraphs 127 through 202 as if fully stated herein.
129. A contractual relationship existed between Mrs. Medeiros and the Defendants, whereby Milanovich and/or TPCR agreed to provide palm and/or card-reading services to Mrs. Medeiros.
130. The Defendants entered into a contract, whereby Milanovich and/or TPCR agreed to perform a palm-reading and/or card-reading to Mrs. Medeiros.

131. Milanovich and/or TPCR breached the contract by misrepresenting and/or threatening Mrs. Medeiros, thereby invoking fear and coercion into Mrs. Medeiros, in order to convince Mrs. Medeiros to pay large sums of money under the threat of imminent harm to Plaintiff's daughter.
132. Mrs. Medeiros performed her material obligations under the contract for the purported card and/or palm reading services.
133. Milanovich and/or TPCR breached the contract by forcing Mrs. Medeiros to provide household goods and products and pay large sums of money to Milanovich.
134. Mrs. Medeiros paid to Milanovich approximately Seventy-One Thousand Dollars (\$71,000) between November 15, 2019 and December 16, 2019.
135. Milanovich and/or TPCR fraudulently obtained the monies from the Plaintiffs and converted the same to personal use.
136. Milanovich and/or TPCR breached the contract through misrepresentations, illegal conduct, and/or fraudulently manipulating Mrs. Medeiros.
137. The Defendants breached the contract in misrepresenting ad/or falsely advertising Milanovich as a psychic and misrepresenting Milanovich's services as spiritual counseling.
138. Milanovich breached the contract in exploiting Mrs. Medeiros' spiritual and religious beliefs to place her in imminent fear of demons, spirits, and physical harm and/or death to her daughter, in order to take large sums of money from the Plaintiffs.
139. As a direct result of the actions of the Defendants as described herein, the Plaintiffs have suffered financial loss and emotional harm.
140. Justice requires that the wrongfully received monies and associated economic loss be returned to the Plaintiffs.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

COUNT V
(Breach of Covenant of Good Faith and Fair Dealing)

141. The Plaintiffs hereby incorporate the allegations of paragraphs 140 through 202 as if fully stated herein.
142. The Defendants entered into a contract for alleged psychic services, whereby Milanovich and/or TPCR agreed to perform a palm-reading and/or card-reading to Mrs. Medeiros.
143. In every contract in Massachusetts there is an implied covenant of good faith and fair dealing.
144. Milanovich and/or TPCR had a duty to provide services in good faith.
145. Milanovich and/or TPCR had a duty not to obtain property by false pretenses.
146. Milanovich acted in bad faith by using Mrs. Medeiros' spiritual and religious beliefs to place her in imminent fear of demons, spirits, and physical harm and/or death to her daughter.
147. Milanovich used this bad faith conduct as leverage to obtain large sums of money from the Plaintiffs.
148. Defendants charged unreasonable fees to Mrs. Medeiros and knowingly and intentionally misrepresented material facts and opinions in bad faith.
149. The Defendants, through Milanovich's conduct, breached the covenant of good faith and fair dealing.
150. As a direct result of the Defendants' breach of the covenant of good faith and fair dealing, the Plaintiffs incurred a financial loss and emotional distress.
151. As a direct and proximate result of Milanovich's bad faith conduct, the Plaintiffs have suffered financial loss and economic harm.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

COUNT VI
(Intentional Infliction of Emotional Distress)

152. The Plaintiffs hereby incorporate the allegations of paragraphs 151 through 202 as if fully stated herein.
153. The Defendants purported to provide psychic services to Mrs. Medeiros from November 15, 2019 to December 16, 2019.
154. On or about November 15, 2019, Milanovich intentionally told Mrs. Medeiros that her ten-year-old daughter was “Dead in God’s Eyes” and had “something inside of her that was bad.”
155. On or about November 15, 2019 Milanovich misrepresented to Mrs. Medeiros that a candle-lighting was necessary to cure her daughter’s demonic condition and rid her soul of evil demon(s).
156. Milanovich specifically represented that the Plaintiffs’ daughter was “Dead in God’s Eyes” and facing imminent harm or death.
157. Via telephone conversations and in-person visits to the location of TPCR, Milanovich convinced Mrs. Medeiros to pay to her large sums of money or else her daughter would be subject to imminent harm or even death.
158. Milanovich threatened that if Mrs. Medeiros did not make timely payments, then her daughter would be in imminent risk of harm or death.
159. Milanovich invoked fear and threats to coerce Mrs. Medeiros into paying large sums of money.
160. Milanovich exploited Mrs. Medeiros’ cultural, spiritual, and religious beliefs to coerce her to provide large sums of money and home goods to Milanovich.
161. Milanovich specifically threatened that Mrs. Medeiros was forbidden from telling her husband about their communications or the sums of money she paid to Milanovich, or her daughter would be harmed or killed.
162. Milanovich used Mrs. Medeiros’ spiritual and religious beliefs to place her in imminent fear of demons, spirits, and physical harm and/or death to her daughter.
163. Milanovich knowingly and intentionally inflicted emotional distress on Mrs. Medeiros.
164. Milanovich knowingly and intentionally caused financial loss to Mrs. Medeiros.

165. Milanovich knew that Mrs. Medeiros would experience emotional distress when Milanovich told her that her daughter was in imminent danger of harm or death.
166. Milanovich knew that Mrs. Medeiros would experience emotional distress when she threatened that her daughter would die if she did not pay to her sums of money.
167. Milanovich knew that Mrs. Medeiros would experience emotional distress associated with the financial burden and loss caused by Milanovich taking these large sums of money from the Plaintiffs.
168. Milanovich knew that Mr. Medeiros would experience emotional distress associated with the financial burden and loss caused by Milanovich taking these large sums of money from the Plaintiffs.
169. Milanovich's conduct as stated herein was extreme and outrageous.
170. Milanovich's coercion and threatening conduct was extreme and outrageous.
171. Milanovich's representations as to the demonic condition of the Plaintiffs' daughter was extreme and outrageous.
172. Milanovich's tactics and demands to Mrs. Medeiros were extreme and outrageous.
173. Milanovich did in fact place Mrs. Medeiros in imminent fear of demons, spirits, and physical harm and/or death to her daughter.
174. Milanovich's conduct, in misrepresenting that the Plaintiff's daughter was possessed by demon(s) or otherwise in grave and imminent danger, was beyond all possible bounds of decency in a civilized society.
175. Milanovich, through her actions as stated herein, caused the Plaintiffs to experience extreme emotional distress.
176. The Plaintiffs have suffered extreme emotional distress, with physical manifestations including but not limited to stress, anxiety, depression sleeplessness, and fatigue due to Milanovich's conduct.
177. The Plaintiffs continue to experience severe emotional distress to an extent in which no reasonable person could be expected to endure.
178. The Plaintiffs continue to fear the safety and well-being of their daughter due to Milanovich's threats and conduct.
179. As a result of Milanovich's extreme and outrageous behavior, the Plaintiffs have experienced extreme emotional distress.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

**COUNT VII
(Civil Conspiracy)**

180. The Plaintiffs hereby incorporate the allegations of paragraphs 179 through 202 as if fully stated herein.
181. Based on information and belief, Defendant Milanovich and Defendant Miller hold themselves out to be husband and wife.
182. Milanovich refers to Miller as her "husband."
183. Milanovich and Miller live together at the same address where they own and/or operate TPCR.
184. Miller owns the property where TPCR is located.
185. Upon information and belief, both Milanovich and Miller operate the TPCR business together.
186. Upon information and belief, Miller and Milanovich have acted in concert with common design in the operation of TPCR.
187. At all times relevant hereto, Miller knew or should have known about Milanovich's conduct.
188. Miller and Milanovich engaged in conduct that was unlawful, including misrepresentation and fraud.
189. Upon information and belief, Miller aided Milanovich in perpetrating the misrepresentation and/or fraud upon the Plaintiffs.
190. Miller and Milanovich intentionally directed the unlawful conduct towards the Plaintiffs.
191. Miller aided Milanovich in her unlawful conduct.
192. At all times relevant hereto, the Defendants knew that the Plaintiffs were likely to be harmed by Defendants' conduct.

193. As a direct cause of the Defendants' unlawful conduct, the Plaintiffs were harmed.

194. The Plaintiffs suffered emotional distress and financial harm.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs damages against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

COUNT VIII
(Creation of a Constructive Trust)

195. The Plaintiffs hereby incorporate the allegations of paragraphs 194 through 202 as if fully stated herein.

196. A Constructive Trust should be imposed upon the Defendants with respect to the Plaintiff's monies expended that were fraudulently and/or unlawfully obtained and thereby converted by the Defendants.

197. A Constructive Trust should be imposed on the Defendants in the amount of Seventy-One Thousand Dollars (\$71,000).

198. Any income or profit earned on the assets is also subject to a Constructive Trust.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs the relief sought against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

COUNT IX
(Creation of a Resulting Trust)

199. The Plaintiffs hereby incorporate the allegations of paragraphs 198 through 202 as if fully stated herein.

200. In the alternative to a constructive trust, a Resulting Trust should be imposed upon the Defendants with respect to the Plaintiffs' monies expended that were fraudulently and/or unlawfully obtained and thereby converted by the Defendants.

201. A Resulting Trust should be imposed on the Defendant in the amount of Seventy-One Thousand Dollars (\$71,000).

202. Any income or profit earned on the assets is also subject to a Constructive Trust.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs the relief sought against the Defendants in an amount that adequately compensates the Plaintiffs for the harm inflicted along with costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

RELIEF

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendants and award the Plaintiffs the relief sought against the Defendants as follows:

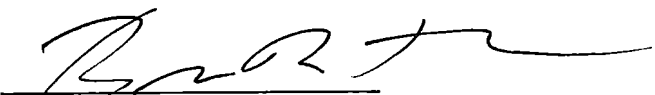
- a. Enter judgment in an amount that adequately compensates the Plaintiffs for the harm inflicted;
- b. That either a Constructive Trust or Resulting Trust be imposed upon the Defendants' assets ;
- c. That Notice of Trust be recorded at the Bristol County Registry of Deeds; and
- d. Award costs and reasonable attorney's fees and any other amounts that this Court deems fair and just.

JURY DEMAND

The Plaintiffs, Maryann Medeiros and Joao Medeiros, hereby demand a trial by jury on each claim asserted or hereafter asserted in the Complaint, and on each defense asserted or hereafter asserted by any Defendant.

Respectfully submitted,
The Plaintiffs,
Maryanne Medeiros and Joao Medeiros
By Their Attorneys,

Dated: 2/20/2020


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