

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 22-008574 CA 01

LANDON RAY, a Florida resident, on  
Behalf of CHUKWUMA, HILDEBRANDT  
& RAY, PLLC, a Florida Limited  
Liability Company,

Plaintiff,

v.

JEFFREY C. CHUKWUMA, a Florida  
resident, and CHUKWUMA, HILDEBRANDT  
& RAY, PLLC, a Florida Limited  
Liability Company,

Defendant.

/

**ANSWER, AFFIRMATIVE DEFENSES TO AMENDED COMPLAINT AND  
COUNTERCLAIM**

Defendant, JEFFREY C. CHUKWUMA (“Jeff”), by and through undersigned counsel,  
files his answer and affirmative defenses to Plaintiff, LANDON RAY’s (“Landon”) Amended  
Complaint, and counterclaims, as follows:

**ANSWER**

1. Admit.
2. Admit.
3. Admit.
4. Admit.
5. Admit.
6. Admit.

7. Admit.
8. Admit.
9. Admit.
10. Denied.
11. Denied.
12. Admit.
13. Denied.
14. A) Admit; B) Admit; C) Admit; D) Denied; E) Admit; F) Admit; G) Admit.
15. Admit.
16. Admit.
17. Admit.
18. Admit.
19. Admit.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Denied. Such actions were a misappropriation of any property and/or opportunities belonging to CHR.

- 29. Denied.
- 30. Denied.
- 31. Denied.
- 32. Denied.
- 33. Admit.
- 34. Denied.
- 35. Denied.
- 36. Denied.
- 37. Denied.
- 38. Denied.
- 39. Denied.
- 40. Denied.
- 41. Denied.
- 42. A) Admit; B) Admit; C) Denied; d) Denied; E) Denied; F) Denied; G) Denied.
- 43. Denied including all subparts.
- 44. Denied.
- 45. Denied.
- 46. Repeat.
- 47. Admit.
- 48. Denied.
- 49. Denied.
- 50. Denied.
- 51. Denied.

- 52. Admit.
- 53. Denied.
- 54. Denied.
- 55. Denied.
- 56. Denied.
- 57. Denied.
- 58. Repeat.
- 59. Denied.
- 60. Denied.
- 61. Denied.
- 62. Denied.
- 63. Denied.
- 64. Denied.
- 65. Denied.
- 66. Denied.
- 67. Denied.
- 68. Repeat.
- 69. Denied.
- 70. Denied.
- 71. Denied.
- 72. Denied.
- 73. Repeat.
- 74. Denied

75. Denied.

76. Denied.

77. Denied.

78. Repeat.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Repeat.

91. Admit.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

96. Denied.

97. Denied.

98. Repeat.

99. Denied.

100. Denied.

101. Repeat.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense – Unclean Hands**

Landon's equitable claims are barred by the doctrine of unclean hands based on Landon's fraudulent actions as described in the counterclaim.

#### **Second Affirmative Defense – Prior Breach of Agreement**

Landon was first to breach the oral CHR Partnership Agreement by making fraudulent misrepresentations and no-performance. To the extent that Landon breached the agreement first, same would obviate any further compliance by Jeff with the terms of the oral CHR Partnership Agreement.

#### **Third Affirmative Defense – Estoppel**

Landon acted in an improper, unethical, fraudulent, unconscionable, and illegal manner and as a result he should be estopped from asserting the claims set forth in the Second Amended Complaint. Landon made misrepresentations to Jeff of material fact regarding Landon's ability,

that of his wife, Jessica, and Landon's Father-in-law's ability, to bring substantial legal business to CHR to match the business Jeff brought in, which Landon should reasonably have expected would induce action or forbearance on the part of Jeff, causing Jeff to suffer a detriment due to Jeff's reliance on Landon's misrepresentations.

#### **Fourth Affirmative Defense – Fraud**

Based upon the allegations of fraud as set forth in the counterclaim below, Landon fraudulently induced Jeff to enter into the oral agreement and it would be unfair, unjust, and improper for Landon to be able to enforce the oral agreement resulting therefrom.

#### **Fifth Affirmative Defense – Conversion**

Landon, in his position as CHR bookkeeper, systematically concealed, stole, and entered fraudulently, false and dishonest amounts of the revenue, funds and legal fees of CHR, whereby Landon would enter wrong and deflated amounts of legal fees Landon was paid, fail to deposit some of CHR's legal fees in CHR bank account, and converted CHR's fees to his own personal use, thereby leaving Jeff with the financial burden of paying back the larger sum of CHR's expenses and refundable retainers that were paid to CHR, depriving Jeff permanently of the use and benefit of said CHR funds.

#### **Sixth Affirmative Defense –Misrepresentation**

At all relevant times, Landon made false statements regarding material fact that Landon, Landon's wife, Jessica, and Landon's father-in-law, a practicing attorney of long standing, were able, willing, and ready to generate and provide to CHR cases to match the high volume of business that Jeff would and was generating for CHR from Jeff's approximately seven hundred thousand social media followers (700,000), Jeff's business-referral sources, and Jeff's mother, Laura Chukwuma. Landon knew or should have known that his representations were false at the time,

and Landon intended that his false representations would induce Jeff to enter a partnership and agree to a 50/50 fee-sharing arrangement between Jeff and Landon, where Jeff detrimentally relied on Landon's said misrepresentations, resulting in Landon unjustifiably taking and keeping 50% of the legal fees Jeff exclusively brought in. for approximately 15 months.

#### **Seventh Affirmative Defense - Civil Theft by Plaintiff**

Landon converted CHR funds to his own personal use. Landon was charged with, assumed, and carried out the responsibility of keeping the financial books and records for CHR wherein all the funds Jeff exclusively was bringing into CHR, Landon was supposed to keep and maintain CHR's financial records accurately and honestly. Landon failed to keep truthful and accurate accounting of the funds paid to CHR and Landon, in that Landon would consistently lie and deny being paid legal fees that he and CHR received, and/or admit receiving lesser amounts of legal fees that he and CHR were paid. As a result, Landon inappropriately, criminally, and unlawfully doctored, altered and inflated the amounts of legal fees that Jeff received at CHR, while deflating the amounts of legal fees Landon received at CHR, thereby unlawfully requiring Jeff to pay to Landon and CHR, the difference between the fraudulent lesser amounts Landon admitted receiving and the actual amount representing 50% of the funds that Landon received, which Landon fraudulently denied receiving.

#### **COUNTERCLAIM**

Counter-Plaintiff, Jeff Chukwuma ("Jeff"), hereby counterclaims versus Counter-Defendant, Landon Ray ("Landon") and Chukwuma, Hildebrandt and Ray ("CHR"), a Florida LLC, and in support thereof states as follows:



### **Overview**

This is a counterclaim for fraud in the inducement, declaratory relief, unjust enrichment, breach of oral contract, conversion, and civil theft.

Counter-Plaintiff seeks legal damages and equitable relief in the form of declaratory judgment pursuant to Florida Chapter 86.

### **Jurisdiction, Parties and Venue**

1. This is a claim for damages in excess of \$30,000 exclusive of interest and costs.
2. Counter-Plaintiff, Jeff Chukwuma is a resident of Broward County over the age of majority and otherwise *sui juris*.
3. Counter-Defendant, Landon Ray is a resident of Miami-Dade County who is over the age of majority and otherwise *sui juris*.
4. CHR was a Florida limited liability company operating in the practice of law in Miami-Dade County, Florida but since has been dissolved.

### **Allegations**

5. Prior to 2020, both Jeff and Landon were assistant state attorneys working together in Broward County when they contemplated opening a law firm together with Landon's wife, Jessica Hildebrandt.
6. Landon made certain representations and promises to Jeff in order to induce Jeff to initially agree to start a law firm with Landon and his wife, Jessica, and that the profits of CHR were to be equally shared 50/50 between Jeff and Landon.
7. On or about December 3, 2020, Landon and Jeff established CHR and opened their office in Bay Harbor Islands, Florida.

8. It quickly turned out that the representations made by Landon, upon which Jeff relied, were not truthful. However, Landon continued to insist that he would hold up his end of the bargain.
9. Specifically, Landon represented that he had contacts, his wife had contacts and his wife's father had contacts and that together they would be able to generate a substantial amount of business for CHR to match Jeff's high volume of business that Jeff would bring into CHR, generated from Jeff's approximately seven hundred thousand (700,000) social media followers, and from Jeff's mom, Laura Chukwuma, who is a Florida Attorney.
10. Moreover, Landon also represented that he had the ability, experience, and knowledge to be the managing partner of CHR. Landon represented that he would be able to bring in a substantial amount of business to CHR.
11. Jeff reasonably relied upon Landon's representations, however, it turned out that Landon's representations were not true; and that neither Landon, Landon's wife, nor her father had any ability to generate clients for CHR.
12. Prior to, at the inception of CHR, including after CHR commenced business, and while CHR was doing business, Landon made and continued to make false, and fraudulent promises, assurances, and misrepresentations of a material fact to Jeff, to wit: that Landon would bring into the partnership a high volume of cases and legal businesses to match whatever volume of cases and legal businesses Jeff would bring into the partnership to justify the 50/50 equal fee-sharing agreement between Jeff and Landon.

13. Landon also misrepresented and lied to Jeff at all relevant times, that Landon's father-in-law and long-standing legal practitioner already had numerous legal cases and legal business referrals lined up for CHR at the inception of CHR.
14. In addition to convincing Jeff that Landon was telling the truth about the fact that Landon's father-in-law and long-standing legal practitioner already had numerous legal cases and legal business referrals lined up for CHR at inception, Landon, deceived and convinced Jeff to agree to bring in Landon's wife, Jessica as the third CHR partner, as proof and reinforcement of Jessica's and Jessica's father's stated commitment that they were ready, willing, and able to provide to CHR with cases and legal businesses that would match the volume of cases and businesses that Jeff would bring into CHR from day one. As a result, Jeff agreed to bring in Jessica as the third CHR partner, hence Jessica became the third partner in CHR.
15. At the time Landon made the said false and fraudulent promises, assurances, and misrepresentations to Jeff, Landon knew that his representations, assurances, and promises were false.
16. Landon's said false, and fraudulent promises, assurances, and misrepresentations to Jeff were material in that they induced Jeff into agreeing to enter the oral CHR Partnership Agreement with Landon and his wife, Jessica Hildebrandt, and for Jeff to agree to the 50/50 equal fee-sharing agreement between Jeff and Landon.
17. Landon should reasonably have expected that his said false and fraudulent promises, assurances, and misrepresentations to Jeff that Landon would bring into the partnership a high volume of cases and legal businesses to match whatever volume of cases and legal businesses Jeff would bring into the partnership, would induce Jeff to enter the

said 50/50 fee profit arrangement with Landon, and induce Jeff to enter into a partnership.

18. But for Landon's said false and fraudulent misrepresentations, Jeff would neither have entered into the CHR partnership nor entered into a 50/50 fee-sharing agreement, where Landon would take and keep 50% of all the revenue, funds and profits that were generated at CHR almost 100% exclusively by Jeff.
19. Jeff relied on Landon's said false, fraudulent, and empty promises to the detriment of Jeff, in that Jeff agreed to forfeit to Landon, 50% of the revenue and profits Plaintiff Jeff exclusively generated for CHR for approximately 15 months that CHR was in business before disassociation and dissolution of CHR commenced.
20. As a result, Jeff has suffered injury in that Landon unjustifiably and fraudulently took and kept 50% of CHR profits and revenues that Jeff exclusively brought into and generated for CHR, which Landon was not entitled to.
21. Jeff would urge this Honorable Court to find and declare that there was fraud at the inception of the CHR Partnership Agreement, and at the inception of 50/50 fee sharing agreement, and to also nullify the oral CHR Partnership Agreement together with the 50/50 fee sharing agreement, and to restore the parties to the positions they would have been, but for the said fraud at inception of the CHR partnership.
22. Jeff and Landon had a fiduciary relationship by virtue of the CHR Partnership.
23. Landon abused the relationship and took unconscionable advantage of Jeff under false pretenses that he, Jessica, and Landon's father in-law had numerous cases lined up for CHR to match Jeff's cases, thereby unjustifiably taking, keeping, and continuing to take and keep 50% of the profits and revenues of CHR cases and businesses that Jeff

exclusively generated, including after it became obvious that Landon did not keep his own part of the bargain

24. Even after the inception of the CHR partnership and during the time that CHR was doing business, before Landon's unreasonable refusal to accept Jeff's modified suggested 70/30 fee-sharing arrangement, which caused Jeff to initiate disassociation, the dissolution of CHR, Landon continued to represent to Jeff that Landon, Jessica and Landon's father-in-law were still ready, able and willing to generate equal business for CHR to match the high volume of cases that Jeff was already generating, and Landon pleaded to Jeff to exercise patience to which Jeff agreed, until Jeff could take it no more after approximately 15 months.
25. Landon intended that his said false representations and plea for Jeff to exercise patience with Landon, Jessica and Jessica's dad would induce Jeff to not terminate the 50/50 fee-sharing agreement and that it would also induce Jeff to remain in the CHR Partnership as opposed to terminating the CHR partnership altogether due to Landon's non-performance, fraud, and misrepresentations as to his ability to execute his undertaking of him and his family bringing in equal business to CHR.
26. Landon's fraudulent delay tactic in continuing to make these said false promises while pleading to Jeff to exercise patience with Landon, Jessica and Landon's father-in-law, caused Jeff to suffer additional and prolonged damages in that while Jeff was exercising patience upon Landon's plea, Landon continued to fraudulently take and keep 50% of the revenue Jeff was solely generating for CHR, which Landon was not entitled to, and which should have all been Jeff's, but for Landon's deception, lies, fraud, and theft.

27. But for Landon's fraud, lies and misrepresentations, there would have been no justification for Jeff to allow Landon to take and keep 50% of the revenue that only Jeff was generating and bringing into the CHR Partnership because Jeff could either have done all the work himself for all the business he was generating as a solo practitioner, as he is now, or Jeff could have, in the alternative, hired a lawyer who would have been happy to do all the work from the business that Jeff was generating for a good salary that would still have represented a fraction of the 50% that Landon was stealing.
28. Throughout the entire period CHR was doing business, approximately 15 months, Landon was the sole bookkeeper for CHR. Neither Landon, CHR, nor anyone else ever once complained, raised any objection, made any innuendos, or even suggested that Jeffrey committed any wrongdoing regarding any money or funds being diverted or stolen, Landon not receiving any part of his 50% equal share on any CHR case, or about the CHR American Express credit card (AMEX) business-related expenses that Landon is now accusing Jeff of using for his own personal benefit.
29. It was only after Jeff had disassociated from Landon and CHR, for Landon's unreasonable and unfair refusal to accept Jeff's new 70/30 fee-sharing proposal, which was based on the fact that Landon was not bringing in any business to CHR, that Landon became dissatisfied, disgruntled and unhappy with Jeff's proposal and, for the very first time, began to fraudulently and falsely accuse Jeff of diverting money and making unauthorized CHR business-related expenses on the AMEX.
30. If Jeff committed any of the wrongdoings that Landon falsely accused Jeff of in Landon's Second Amended Complaint, Landon would surely have voiced and raised

his objections or complaints during the 15 months that CHR was in business while Landon was the sole bookkeeper for CHR.

31. Landon would be unable to produce any evidence by way of email, text messages or in any other form whatsoever, that will show that Landon ever complained or ever accused Jeff of any wrongdoing, financial-related or otherwise, at any time during the 15 months that CHR was in business, or at any time before Landon became disgruntled and upset that Jeff disassociated from Landon and CHR.
32. Landon kept fraudulent accounting of the revenues of CHR and by denying receiving legal fees that were paid to him and CHR, Landon lying that he and CHR were paid lesser amounts of legal fees than they actually received, Landon unlawfully, fraudulently and improperly converted for his own personal use, monies and fees that were paid to CHR which Landon failed to account for by lying about the actual amounts that he and CHR was paid, to the detriment of Jeff.
33. Landon was charged with, assumed, and carried out the responsibility of keeping the financial books and records for CHR, wherein all the funds Jeff exclusively brought into CHR, Landon was supposed to keep and maintain CHR's financial records accurately and honestly.
34. Landon failed to keep truthful and accurate accounting of the funds paid to CHR and Landon, in that Landon would consistently lie and deny being paid legal fees that he and CHR received, and/or admit receiving lesser amounts of legal fees that he and CHR were paid. As a result, Landon inappropriately, criminally, and unlawfully doctored, altered and inflated the amounts of legal fees that Jeff received at CHR, while deflating the amounts of legal fees Landon received at CHR, thereby unlawfully requiring Jeff

to pay to Landon and CHR, the difference between the fraudulent lesser amounts Landon admitted receiving and the actual amount representing 50% of the funds that Landon received but fraudulently denied receiving.

35. Landon's organized pattern of fraud and fraudulent accounting is evident as in one situation where Landon, in a letter dated February 18, 2022, wrote to Jeff in connection with the CHR dissolution, admitted that CHR and Landon were paid \$25,000 on the John Paul case, and \$10,000 on Steve Charles case. *(See Exhibit A)*.
36. After CHR and Landon were directed to refund the \$25,000, because neither Landon nor CHR had done work on the John Paul case and did not earn the \$25,000 fee, Landon hired his attorney of record in this case, Jeffrey Fink, and on March 25, 2022, in a fraudulent effort to avoid paying back the \$25,000 legal fee/retainer, Landon lied and denied, through his attorney Jeffrey Fink, that all CHR and Landon received on the John Paul case was only \$4,000 and that CHR was never paid the \$25,000 that Landon had previously admitted in Landon's Amended Complaint Exhibit B. *(See Exhibit B)*. This is even though text messages also confirmed that CHR and Landon were in fact paid the said \$25,000 on the John Paul case. *(See Exhibit C)*.
37. Also, in the Steve Charles' case, in the same letter dated February 18, (Landon's Amended Complaint Exhibit B), Landon claimed that CHR was paid only \$10,000 on the Steve Charles case when CHR was in fact paid \$11,500 on the Steve Charles' case and documentary evidence by way of text messages show and prove that Landon and CHR were paid and received the total sum of \$11,500 on the Steve Charles case, and not the lesser amount of \$10,000 that Landon admitted in his said February 18, 2022 letter that he and CHR were paid. *(See Exhibit C)*.



38. Landon, by lying that he and CHR were paid only \$4,000 and \$10,000 on the John Paul and Steve Charles cases, respectively, instead of \$25,000 and \$11,500, Landon stole and converted for his personal use the sum of \$21,000 on the John Paul case, and \$1,500 on the Steve Charles case, for a combined total of \$22,500 in cash funds and legal fee payments that were made to Landon and CHR, while Landon was the sole book keeper for CHR, at all relevant times.
39. Landon used his position as the booker for CHR to systematically steal funds from CHR and failed to deposit CHR funds and legal fees in CHR bank account; alter and forge and enter lesser amounts of money and funds that were earned by and paid to CHR, then lie about it.
40. During the time that CHR was in business, Landon kept fraudulent, false, and dishonest accounting and records of the revenue and income of CHR, whereby Landon would enter wrong deflated amounts of legal fees he was paid, thereby leaving Jeff with the financial burden of paying back the larger sum of CHR's expenses and refundable retainers that were paid to CHR.
41. Landon stated in his said February 18, 2022, to Jeff that:

**“To date, Laura has only paid CHR \$25,000 for the Paul case and \$10,000 for the Steve Charles case.”**

After Jeff left Landon and Jessica behind at CHR and disassociated himself from CHR, and the process of CHR dissolution began, without CHR having done any work on the John Paul case, CHR was fired from the John Paul case in a letter dated February 27, 2022, and a demand was made on CHR to return the \$25,000 to Laura.

42. Since Landon did not want to pay back the \$25,000 that he and CHR had not earned on the John Paul case, Landon subsequently denied, and through his current attorney of record, Jeffrey Fink in a letter dated March 25, 2022, Landon stated that CHR was never paid \$25,000 on the John Paul case, and that CHR was only paid \$4,000. *(See Exhibit B).*
43. Landon and his said attorney of record in this case, Jeffrey Fink, stated in their March 25, 2022, letter that:
- “Also, we believe that CHR received only \$4,000 on this case. Consequently, your representation that you paid CHR \$25,000 is of interest to us. We will need to investigate where that money went.”** *(See Exhibit B).*
44. Landon’s denial of the \$25,000 John Paul retainer created the unconscionable and false impression and unlawfully and falsely implied that Jeff took the said missing \$21,000 deficiency, when in fact it was Landon who stole and converted the said \$21,000.
45. Landon’s denial also imposed the unfair and fraudulent burden on Jeff to pay back the \$21,000 of the \$25,000 to Laura since Landon had fraudulently denied that he and CHR was paid the \$25,000.
46. Without a proper accounting, a remedy at law would be inadequate to make Jeff whole for Landon’s fictitious and fraudulent accounting and financial record keeping of the revenue and funds that Jeff exclusively brought into CHR.
47. Jeff would seek a declaratory judgment that there was fraud at the inception of the CHR Partnership and the said oral 50/50 fee-sharing agreement, nullification of the oral CHR Partnership and the 50/50 fee-sharing agreement, and to restore the parties to the

positions they would have been, but for the said fraud by Landon at inception, and but for the CHR Partnership Agreement.

48. On or about February 2, 2022, Jeff advised Landon that the terms of the oral agreement to split profits 50/50 was not fair and equitable and that he would no longer abide by same. As a result, Jeff proposed to Landon either to share profits 70/30 or to dissolve CHR. Prior thereto all revenue generated was deposited to CHR.
49. Landon agreed to dissolve CHR and shortly thereafter, Jeff withdrew from CHR, moving his office to a new location and moving his clients to his new firm called “Chukwuma Law Group,” which he established on February 11, 2022.
50. Upon dissolution of CHR, Jeff attempted to negotiate a distribution of the CHR clients consistent with Florida Bar Rule 4–5.8. However, Landon would not participate in same and as a result, Jeff sent appropriate letters consistent with said rule to each of the clients in the form attached hereto. (*See Exhibit D*).
51. Despite Jeff’s compliance with Florida Bar rules, Landon lied and stated that Jeff unilaterally contacted CHR clients and encouraged or instructed them to fire CHR and to hire Jeff, even though Landon knew that was not true because he was included in the text messages sent to all clients with regards to disassociation.
52. Following receipt of said letters, 90% of all clients of CHR opted to be represented by Jeff, to the exclusion of Landon thereafter, and Jeff on his own volition gave about 10% of the remaining CHR to Landon, even though the said remaining 10% were silent as to who they wanted to go with.
53. CHR received flat fees from various clients, even though CHR did not complete and in fact, did not do substantial work on the clients’ files. As a result, CHR has been

overpaid and CHR needs to reimburse the unearned fees to Jeff, so that he can complete the clients' matters.

54. The following are cases in which CHR was paid substantial fees but did not perform the work in order to earn said fees.

**Lamont Cummings** – CHR was paid \$25,000 out of \$50,000. CHR did nothing on the case prior to dissolution and client going with Mr. Chukwuma. CHR/Landon owes Mr. Chukwuma \$11,000. Landon deposited \$5,000 in cash to CHR account and kept \$6,000 in cash.

**Rood Suprilus** – CHR was paid \$5,000 out of \$15,000. CHR did nothing on the case prior to dissolution and client going with Mr. Chukwuma. CHR/Landon owes Mr. Chukwuma \$2,500.

**John Paul** – Laura hired CHR and paid \$25,000 to work on case. CHR did little to nothing on the case. Mr. Chukwuma and Laura took over the case. CHR/Landon owes Mr. Chukwuma \$12,500.

**Steeve Charles** – Laura hired CHR and paid \$11,500 to work on case. CHR nothing on the case. Mr. Chukwuma and Laura took over the case. CHR/Landon owes Mr. Chukwuma \$5,750.

55. As a result of the foregoing, CHR and Landon have been unjustly enriched in that they have received monies from clients which they are not entitled to, and it would be inequitable for them to retain such funds, since they have not done the work necessary to earn said fees.

56. To the extent that Landon has received or claims fees on cases in which the clients have paid CHR fees, but for which CHR has failed to complete the client's matter, it would be illegal and a violation of Florida Bar rules for Landon to benefit from such fees.

### **COUNT I – FRAUD IN THE INDUCEMENT**

57. Jeff readopts and re-alleges the allegations contained above in paragraphs 1 through 56 as is fully stated herein and further alleges:

58. This is a count for legal damages for fraud in the inducement.

59. By the actions taken as described herein and specifically in paragraphs 5-31, Landon fraudulently induced Jeff to enter into a partnership and oral fee agreement with respect to CHR, to share profits equally.

60. Landon knew the representations he made to Jeff were untruthful at the time he made them.

61. Landon intended for Jeff to rely on his representations and in fact, Jeff did rely on Landon's representations to his detriment.

62. As a result of the false representations made by Landon to Jeff, Jeff has been damaged.

**WHEREFORE** for the reasons set forth herein, Counter-Plaintiff, Jeffrey Chukwuma demands damages against Counter-Defendant, Landon Ray in the form of damages, special damages, lost profits, interest and attorneys' fees and costs of suit.

### **COUNT II-DECLARATORY RELIEF**

63. Jeff re-adopts and re-alleges the allegations contained above in paragraphs 1 through 56 above as is fully stated herein, and further alleges:

64. This is a count for declaratory relief, asking the Court to declare and determine that CHR is dissolved and defunct.

65. This count is brought pursuant to Florida Chapter 86 *et. seq.*
66. As a result of the false representations made by Landon to Jeff, Jeff was induced to enter into the shareholders agreement with respect to CHR.
67. The notions of equity should not allow CHR to continue based upon the extensive misrepresentations of Landon.
68. This count is not brought for advice and there is a legitimate dispute between Landon and Jeff with respect to the subject matter of this complaint.
69. There exists a dispute about the owner of certain social media accounts used and owned personally by Jeff as opposed to that owned by CHR.
70. The Instagram account username @chrlawgroup does not exist. The Instagram account in question, @clglegal, is a personal account of Jeff's established and owned by him before CHR was incorporated. That account was never owned by either CHR or Chukwuma Law Group. Instagram records reveal that the @clglegal account was created in October of 2020, with Jeff's personal mobile number [(954)-684-1996] and his personal Gmail account (jcaesarofficial@gmail.com). (*See Exhibit E*).
71. CHR's Article of Organization was filed on December 3, 2020, with an effective date of November 24, 2020. It is impossible for CHR to have owned an account before its creation. At no time did Jeff transfer or assign same to CHR.

**WHEREFORE** for the reasons set forth here, Jeffrey Chukwuma asks this Honorable Court to declare and determine that CHR is dissolved and shall have no further business hereafter.

### **COUNT III – UNJUST ENRICHMENT**

72. Jeff re-adopts and re-alleges the allegations contained above in paragraphs 1 through 56 above as is fully stated herein, and further alleges:

73. This is a count for unjust enrichment.

74. As a result of the false promises and misrepresentations made by Landon to Jeff, Jeff conferred a benefit of 50% of profits of CHR onto Landon.

75. Landon received fees on various cases and which monies were paid to CHR but for which CHR failed to perform a substantial amount of representation, listed in paragraph 49.

76. As a result of the above, Landon has been unjustly enriched and he must disgorge said monies; because it would otherwise be unjust and unfair for him to retain said monies without performing the requisite services.

**WHEREFORE** for the reasons set forth herein, Counter-Plaintiff, Jeffrey Chukwuma, asks this Honorable Court to enter judgment in his favor and against Counter-Defendant, Landon Ray in the amount of **in the amount of \$250,000**, or an amount this Court determines that Landon was unjustly enriched, together with interest and costs of the suit and for such further relief as the Court deems fair and just.

#### **COUNT IV – BREACH OF ORAL AGREEMENT**

77. Jeff re-adopts and re-alleges the allegations contained above in paragraphs 1 through 56 above as is fully stated herein, and further alleges:

78. This is a count for breach of oral agreement.

79. Jeff and Landon entered into an oral agreement, whereby they agreed to share profits of CHR, commensurate with each of the parties' respective contributions to CHR.

80. Jeff generated, originated, and procured approximately 99% of the revenue of CHR up until February of 2022.

81. Landon, who controlled the accounts of CHR distributed to himself 50% of the revenue of CHR, even though CHR did not complete the representations of the clients' matters and even though Jeff provided far more than 50% of the requisite contributions to CHR.
82. Further, the parties agreed that upon dissolution of CHR, the parties would reimburse any monies that each of them received for which CHR failed to complete the clients' representation to the extent that the client opted to go with the other member of CHR.
83. Landon received monies from clients who opted to go with Jeff upon dissolution of CHR and for which CHR failed to provide substantial legal representation to the client.
84. Pursuant to the terms of the oral agreement, Landon agreed to disgorge and reimburse Jeff the fees that Landon received on clients which neither Landon nor CHR is entitled to.
85. Jeff has demanded that Landon distribute said monies to him as he is completing the matters of the clients and Landon has refused to do so.
86. As a direct and proximate result of Landon's breach of their oral agreement, Jeff has been damaged.

**WHEREFORE** for the reasons set forth Jeff demands damages against Landon equal to the amount of fees that Landon received which have not been earned by either Landon or CHR, **in the amount of \$250,000**, together with interest and such further relief this court deems fair and just.

#### **COUNT V – CONVERSION**

87. Jeff re-adopts and re-alleges the allegations contained above in paragraphs 1 through 56 above as is fully stated herein, and further alleges:



88. This is a count for conversion.

89. By the actions taken as described herein and specifically in paragraphs 32-56.

90. Landon kept fraudulent accounting of the revenues of CHR and by denying receiving legal fees that were paid to him and CHR, Landon lying that he and CHR were paid lesser amounts of legal fees than they actually received, Landon unlawfully, fraudulently and improperly converted for his own personal use, moneys and fees that were paid to CHR which Landon failed to account for by lying about the actual amounts that he and CHR was paid, to the detriment of Jeff.

**WHEREFORE** for the reasons set forth Jeff demands damages against Landon equal to the amount of fees that Landon received unlawfully, fraudulently, and improperly converted for his own personal use, which have not been earned by either Landon or CHR, **in the amount of \$31,750**, together with interest and such further relief this court deems fair and just.

#### **COUNT VI – CIVILTHEFT**

91. Jeff re-adopts and re-alleges the allegations contained above in paragraphs 1 through 56 above as is fully stated herein, and further alleges:

92. Landon knowingly, and with felonious intent, obtained and converted CHR funds to his own personal use, thereby permanently depriving Jeff of his right to or benefits from those funds.

93. Landon was charged with, assumed, and carried out the responsibility of keeping the financial books and records for CHR wherein all the funds Jeff exclusively was bringing into CHR, Landon was supposed to keep and maintain CHR's financial records accurately and honestly.

94. Landon failed to keep truthful and accurate accounting of the funds paid to CHR and Landon, in that Landon would consistently lie and deny being paid legal fees that he and CHR received, and/or admit receiving lesser amounts of legal fees that he and CHR were paid.
95. As a result, Landon knowingly, inappropriately, feloniously, and unlawfully doctored, altered and inflated the amounts of legal fees that Jeff received at CHR, while deflating the amounts of legal fees Landon received at CHR, thereby unlawfully requiring Jeff to pay to Landon and CHR, the difference between the fraudulent lesser amounts Landon admitted receiving and the actual amount representing 50% of the funds that Landon received, which Landon fraudulently denied receiving.

**WHEREFORE** for the reasons set forth Jeff demands damages against Landon equal to the amount of fees that Landon obtained through civil theft, **in the amount of \$31,750**, together with attorney's fees interest and such further relief this court deems fair and just.

**WOLFE LAW MIAMI, P.A.**  
***Counsel for Defendant Jeffrey Chukwuma***  
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175 SW 7<sup>th</sup> Street, Suite 2410  
Miami, Florida 33131  
Telephone: 305-384-7370  
Facsimile: 305-384-7371  
rwolfe@wolfelawmiami.com

By: /s/Richard C. Wolfe  
RICHARD C. WOLFE  
Florida Bar No. 355607

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via electronic mail on this 26th day of May 2022, upon:

Jeffrey Fink, Esq.  
6701 Sunset Drive, Suite 104  
Miami, Florida 33143  
[Jeffreyfinklaw@gmail.com](mailto:Jeffreyfinklaw@gmail.com)

A handwritten signature in black ink, appearing to read "Richard Wolfe", written over a horizontal line.

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Richard C. Wolfe, Esquire.

## EXHIBIT A

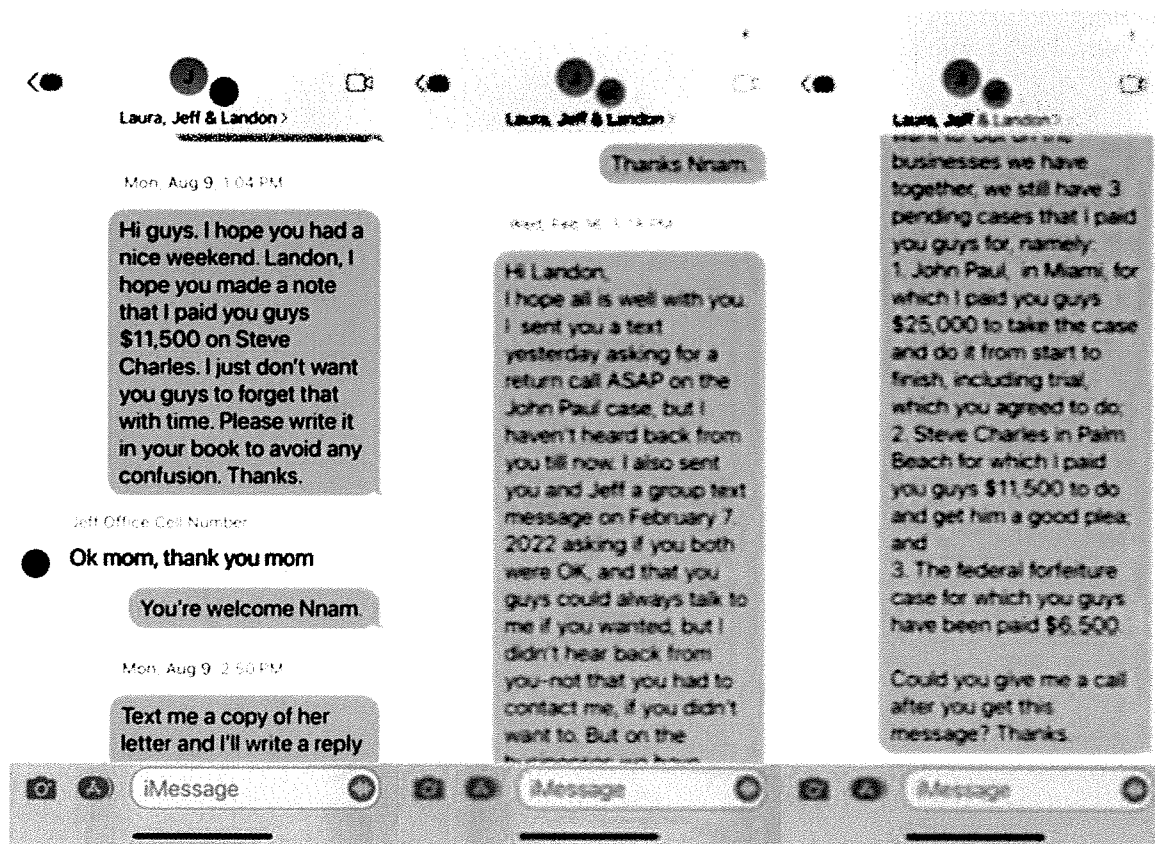
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<sup>2</sup> I would like to respond to an assertion that you have made to me recently regarding fees in the Charles and Paul cases. CHR *never* agreed to pay Laura any portion of fees, including in connection with the Charles and Paul case, nor has CHR ever made an agreement with Laura or any other person by which our fees were contingent upon outcome. In particular, the fee agreement for the Paul and Charles cases was that Laura would pay CHR \$50,000 of the fee she would receive for the Paul case and \$25,000 of the fee in the Charles case for CHR's services as co-counsel on the cases. To date, Laura has only paid CHR \$25,000 for the Paul case and \$10,000 for the Steve Charles case. As a result, she still owes CHR the remainder.

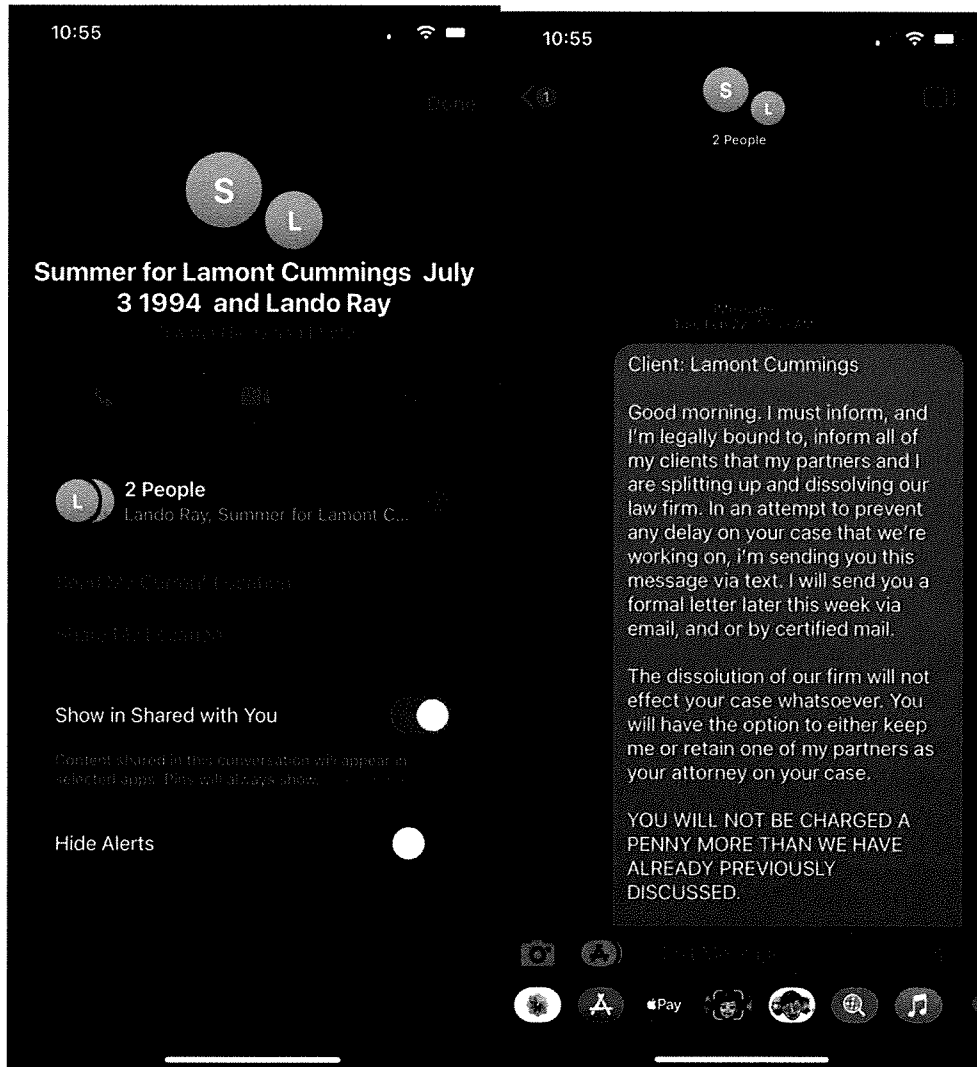
## **EXHIBIT B**

acknowledge CHR's work and responsibility in it. Your description of the fee arrangement in this case is inaccurate. Also, we believe that CHR received only \$4,000 on this case. Consequently, your representation that you paid CHR \$25,000 is of interest to us. We will need to investigate where that money went. Regardless, no one is resisting your desire that

# EXHIBIT C



## EXHIBIT D



## EXHIBIT E

