

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

GENERAL JURISDICTION

CASE NO.:

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

Plaintiff,

vs.

JEFFREY C. CHUKWUMA, a Florida  
resident,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff LANDON RAY, a Florida resident, on behalf of CHUKWUMA,  
HILDEBRANDT & RAY, PLLC, a Florida limited liability company, by this Complaint sues  
Defendant JEFFREY C. CHUKWUMA, and alleges as follows:

**Jurisdiction**

1. This is a derivative action pursuant to §605.0802, Fla. Stat., for supervision of  
dissolution by this Court pursuant to §§605.0702, 605.0703, and 605.0704, Fla. Stat., of Plaintiff  
CHUKWUMA, HILDEBRANDT & RAY, PLLC (“CHR”); for an accounting; for equitable

relief on behalf of CHR; and for damages on behalf of CHR which exceed Thirty Thousand (\$30,000.00) Dollars, exclusive of interest and costs.

2. CHR is a limited liability company organized under, and existing by virtue of, the laws of the State of Florida. On December 3, 2020, the Articles of Organization as a Florida professional limited liability company for CHR were filed with the Florida Secretary of State, with an effective date of November 24, 2020. Since that time and to the present, CHR has continued to be an active Florida limited liability company in good standing.

3. CHR was established as a law firm and has been engaged in that business since its establishment.

4. The principal place of business of CHR is Miami-Dade County, Florida.

5. Defendant JEFFREY C. CHUKWUMA (“CHUKWUMA”) is over the age of eighteen; is *sui juris*; and is a resident of the State of Florida.

6. CHR’s Articles of Organization made Defendant CHUKWUMA, JESSICA HILDEBRANDT (“HILDEBRANDT”), and Plaintiff LANDON RAY (“RAY”) its Managing Members. They are CHR’s only members. Plaintiff RAY is a Member of CHR at the time this action is being commenced and was a Member of CHR when the conduct giving rise to this action occurred.

7. At and since the time CHR was established, Defendant CHUKWUMA, HILDEBRANDT, and Plaintiff RAY have been licensed by the Florida Bar to practice law as attorneys in the State of Florida.

8. This Court has jurisdiction pursuant to Article V, Section 5, of the Constitution of the State of Florida, Chapter 26, Fla. Stat., and §§605.0702 and 605.0703, Fla. Stat.

9. Venue of this action is in Miami-Dade County pursuant to section §605.0703, because CHR's principal place of business is in Miami-Dade County, and because many of the acts alleged in this complaint occurred in Miami-Dade County.

10. All conditions precedent to this causes of action in this complaint have occurred, have been performed, or have been excused.

11. Plaintiff RAY has met the requirements of §605.0802 allowing him to bring this derivative action because:

a. Plaintiff RAY made a demand on the other Managing Members of CHR (who are the only Members of CHR) requesting that they cause CHR to take suitable action to enforce the rights of CHR which are the subject of this lawsuit, and the Member Managers did not take the action within a reasonable time. This demand was made by letter on April 20, 2022, a copy of which is attached as Exhibit A to this complaint. In addition, a demand was made by Plaintiff RAY upon Defendant CHUKWUMA on February 18, 2022, that Defendant CHUKWUMA take action to correct the wrongful acts he had committed, including by returning money and property to CHR that belonged to CHR. A copy of this letter (with its attachments redacted) is attached to this complaint as Exhibit B.

b. Alternatively to the preceding paragraph a, it would have been futile to make the demand required by §605.0802(1) because:

i. Most of the relief requested in this lawsuit is sought against Defendant CHUKWUMA himself personally. He is a Member Manager of CHR and therefore would have to agree, and vote, to take action against himself. It is highly unlikely, if not assured, that he would not do so; and

ii. It would have resulted in irreparable injury to CHR to wait for the other Member Managers to take action to enforce the right because (A) CHR's clients require continued representation or the ability to choose new counsel; (B) CHR continues to accrue subscription and other costs on a monthly basis; and (C) Defendant CHUKWUMA has continued and continues in his efforts to divert fees and misappropriate property of CHR including, for example, attempting to divert a referral fee due to CHR at the very moment this complaint was being drafted.

iii. While it may have been possible to obtain the consent of all three Members to a dissolution of CHR, it would have been impossible, without the filing of the instant lawsuit to obtain a dissolution of CHR by which its assets would be properly marshaled, by which Defendant CHUKWUMA would return funds and property he misappropriated, by which CHR's debts and liabilities would be paid, and by which Defendant CHUKWUMA would follow Florida Bar guidelines in contacting and notifying CHR clients.

### **General Factual Allegations**

12. Since its establishment, CHR has engaged in the practice of law by and through its three Members Defendant CHUKWUMA, HILDEBRANDT, and Plaintiff RAY, primarily by

representing persons accused in criminal prosecutions in Miami-Dade County, Broward County, and Palm Beach County, in both state and federal courts.

13. While only a small portion of its practice, CHR has also represented minor wards in guardianships in personal injury cases and clients forming business relationships.

14. At the time of its establishment, CHR's members agreed to abide by certain rules of operation of CHR's business, including but not limited to the following:

a. CHR's profits would be split equally between Defendant CHUKWUMA and Plaintiff RAY;

b. Decisions regarding matters of importance or significance to the conduct of CHR's business would be made jointly by Defendant CHUKWUMA and Plaintiff RAY.

c. Defendant CHUKWUMA and Plaintiff RAY would make their best efforts to represent CHR's clients; and would devote substantially all their work time to the business of CHR;

d. Defendant CHUKWUMA and Plaintiff RAY would disclose to CHR all legal business opportunities made available to, or that became available to, them and they would not compete with CHR for clients and legal business;

e. Defendant CHUKWUMA and Plaintiff RAY owed a fiduciary duty to CHR and they would accept payment from CHR's clients of fees due to CHR as agents and fiduciaries and would turn such fees over to CHR;

f. No Member of CHR would receive compensation of any type for services to CHR or on CHR's behalf other than that Member's share of CHR's profits, unless otherwise specifically agreed by both Defendant CHUKWUMA and Plaintiff RAY; and

g. As members of the Florida Bar, CHR's Members would be bound by the principles and Rules of Professional Conduct, canons of ethics developed, maintained, and formulated by the Florida Bar; and, in all relations with or within CHR and all relations with CHR's clients, first consideration would be given to the maintenance and promotion of the professional standards to which they are bound as lawyers.

15. Regardless of the agreement alleged in the prior paragraph, the obligations of CHR's Members alleged in the prior paragraph were and are established by Chapters 605 and 621, Fla. Stat., including but not limited to §§605.0105(3) and 605.04091, Fla. Stat., and by the ethical rules and other rules of the Florida Bar, including the duty of loyalty, the duty of care, the obligation of good faith, the obligation of fair dealing, the obligation to avoid misconduct, the obligation not to knowingly violate the law, the obligation not to derive an improper personal benefit from the business of CHR, and the obligation not to compete with the business of CHR.

16. Since CHR's establishment until approximately January, 2022, the Members either abided by the agreement alleged in paragraph 14 of this Complaint or represented that they were abiding by such agreement.

17. In approximately January, 2022, Defendant CHUKWUMA made a demand, with regard to all matters currently being handled by CHR and all future matters on which CHR would be engaged, that CHR's profits no longer be split equally between Plaintiff RAY and

Defendant CHUKWUMA, and that instead the profits be split with seventy (70%) percent being distributed to Defendant CHUKWUMA and thirty (30%) percent being distributed to Plaintiff RAY.

18. While Plaintiff RAY allowed that Defendant CHUKWUMA and he could engage in discussions about changing the rules by which CHR would operate in the future as to legal cases on which CHR would be engaged in the future, including as to the percentage split of profits, Plaintiff RAY refused to agree to change the equal split of profits derived from then current matters on which CHR had already been engaged to provide representation.

19. In reply to Plaintiff RAY's position, Defendant CHUKWUMA unilaterally proclaimed that CHR was effectively "dissolved;" and that he would thereafter refuse to act as a member of CHR.

20. Defendant CHUKWUMA's announced "dissolution" of CHR did not constitute, and did not effect, a dissolution under Florida law, but instead constituted a wrongful dissociation under Florida law. As a result, Defendant CHUKWUMA immediately forfeited and lost his right to participate in the management and conduct of CHR's activities because he wrongfully dissociated from CHR, pursuant to §605.0603(1), Fla. Stat. Therefore, any actions which Defendant CHUKWUMA purported to take from the time of his wrongful dissociation were of no force or effect and were without any legitimate authority.

21. In addition, Defendant CHUKWUMA refused to turn over to CHR any of the funds he had personally received from CHR's clients that he then had in his possession, which funds equaled or exceeded Twenty Five Thousand (\$25,000.00) Dollars in cash, other than an amount of Five Thousand (\$5,000.00) which he demanded that CHR use to reduce the balance

on Defendant CHUKWUMA's credit card account, which he had used, in part, for what he characterized as CHR-related business expenses.

22. Then, Defendant CHUKWUMA, in violation of Florida Bar ethics rules, in particular Rule 4-5.8(b) and (d), and therefore in violation of the rules governing the operation of CHR, unilaterally and without engaging in any discussion with the other Members of CHR, contacted many of CHR's clients directly and encouraged or instructed them to fire CHR and to hire him to represent them in the matters on which CHR was then providing representation. In some cases, Defendant CHUKWUMA also then unilaterally filed motions on behalf of CHR asking for, and receiving, orders for the withdrawal of CHR as counsel of record.

23. In addition, at about the time he announced the so-called "dissolution" of CHR, Defendant CHUKWUMA directed one or more of CHR's clients to pay fees that were then due to CHR directly to him personally, and one or more clients did so and Defendant CHUKWUMA accepted such payments and failed or refused to deposit such fees into CHR's operating account.

24. At approximately this time, it came to light that, in the months prior to Defendant CHUKWUMA's unilateral announcement of CHR's "dissolution," Defendant CHUKWUMA had been engaged in a scheme to divert to himself fees in excess of Thirty Thousand (\$30,000.00) Dollars due to CHR and to conceal from CHR and its other Members such diversion.

25. In some instances, Defendant CHUKWUMA had been, unilaterally and without the foreknowledge or consent of CHR, directing CHR clients to forward payment of fees due to CHR directly to Defendant CHUKWUMA personally, including in the cases in which CHR had



been providing representation of minor wards in guardianships, regarding which Defendant CHUKWUMA directed the law firm responsible for disbursing and paying CHR's fees to send such payments of to Defendant CHUKWUMA personally at his personal address.

26. In other instances, Defendant CHUKWUMA, acting as a member, as an employee, and as an agent of CHR, took in hand fees due to CHR; but then concealed the true amount of the fees he accepted in hand from CHR and the other Members of CHR; misrepresented to CHR and its other Members the actual amount of the fees he accepted in hand; and diverted portions of such fees to himself and deposited less than the full portion of such fees into CHR's operating account.

27. In an effort to conceal his actions diverting fees, clients, and legal opportunities belonging to CHR, Defendant CHUKWUMA engaged in a pattern of spoliation of evidence, including deleting emails, texts, and notes, some or all of which are the property of CHR.

28. In addition, without the foreknowledge or consent of CHR and its other Members, Defendant CHUKWUMA changed the password on CHR's Instagram and Facebook accounts; locked out CHR and the other Members of CHR from use of the Instagram and Facebook accounts; changed the name of the Instagram and Facebook accounts to his personal name and/or that of a new law firm formed by Defendant CHUKWUMA to engage in business as a lawyer; removed mention of CHR and CHR's other Members; and used the Instagram and Facebook accounts to promote himself and his new law firm, thus misappropriating property and opportunities of substantial value belonging to CHR.

29. In addition, without the foreknowledge or consent of CHR and its other Members, Defendant CHUKWUMA changed the log-in information on CHR's Venmo and CashApp accounts, denying CHR access to the accounts, the account information, and the holdings in the accounts.

30. In addition, without the foreknowledge or consent of CHR and its other Members, Defendant CHUKWUMA unilaterally withdrew or paid out funds belonging to CHR from CHR's operating account in payment to contractors working for Defendant CHUKWUMA personally and/or a new law firm formed by Defendant CHUKWUMA to engage in business as a lawyer.

31. Because Defendant CHUKWUMA destroyed certain records of CHR and because in the course of his purporting to act, or in the course of acting, on behalf of CHR he unilaterally and secretly diverted funds and opportunities due to CHR, CHR does not know the full scope of Defendant CHUKWUMA's diversions and does not know the full amount of funds and opportunities diverted by Defendant CHUKWUMA belonging to CHR.

32. In addition, Defendant CHUKWUMA used social media to disparage the other Members of CHR in violation of the fiduciary and other duties he owed to CHR and its other Members, causing harm to CHR and its other Members.

33. In addition, during the course of the operations of CHR, Defendant CHUKWUMA incurred expenses, which CHR paid on his behalf or for which CHR reimbursed him, based on Defendant CHUKWUMA's representations that these were legitimate business expenses related to the business of CHR.

34. However, such representations about the nature of many of these expenses were false. Defendant CHUKWUMA made such misrepresentations for the purpose of inducing CHR to pay for such expenses or to reimburse him for them, knowing such misrepresentations were false and that CHR would rely on them and be induced to pay for such expenses or to reimburse him. CHR did rely on such misrepresentations, not knowing they were false, and paid for such expenses or reimbursed Defendant CHUKWUMA for such expenses.

35. Because of Defendant CHUKWUMA's misrepresentations and failure to turn over accurate and complete records of his business expenses to CHR, CHR does not know the true and full extent to which the expenses it paid or reimbursed were not legitimate business expenses related to the business of CHR.

36. To the extent that CHR paid Defendant CHUKWUMA's expenses, or reimbursed him for expenses, which were not legitimately related to CHR's business, Defendant CHUKWUMA owes an obligation to return or repay CHR for such expenses.

37. By diverting fees due to CHR and for obtaining payment or reimbursement of expenses that were not properly or truthfully denominated as legitimate business-related expenses, Defendant CHUKWUMA has obtained a greater share of the profits of CHR than that to which he was entitled.

38. Defendant CHUKWUMA, by diverting monies, clients, and opportunities belonging to CHR, has caused CHR to make an involuntary distribution to Defendant CHUKWUMA in violation of the agreement among CHR and its Members, and Defendant

CHUKWUMA has forced a distribution which is noncompliant with the agreed proportions of distribution, in violation of, *inter alia*, §§605.0404, 605.0405, and 605.0406, Fla. Stat.

39. Defendant CHUKWUMA failed to comply with the requirements of §605.04091, Fla. Stat., when he diverted monies and opportunities belonging to CHR,

40. As a result, Defendant CHUKWUMA is personally liable pursuant to §605.0406, Fla. Stat., to CHR for the amount of such resulting “distributions” to the extent that they exceed the amount to which he would have been entitled pursuant to §605.0405, Fla. Stat.

41. Furthermore, Defendant CHUKWUMA, by diverting monies, clients, and opportunities belonging to CHR, has caused CHR to be incapable of paying all of its debts and liabilities and of winding up its affairs in accordance with §§605.0709 and 605.0710, Fla. Stat.

42. As a member and a manager of CHR, Defendant CHUKWUMA owed and owes a fiduciary duty of loyalty, care, and good faith to CHR and the other Members of CHR pursuant to CHR’s operating agreement and to §605.04091(1), Fla. Stat. Such duty required Defendant CHUKWUMA:

a. To account to CHR for all property, profit, and benefit he derived from conducting, or attempting to wind up, the business of CHR.

b. To account to CHR for all property, profit, and benefit he derived from the use of CHR’s property.

c. To account to CHR for all property, profit, and benefit he derived from his misappropriation of any and all opportunities belonging to CHR.

d. To refrain from dealing with CHR in the conduct of, or in winding up, the business of CHR, on behalf of a person or entity having an interest adverse to CHR.

e. To refrain from competing with CHR before dissolution of CHR.

f. To refrain during conduct, or winding up, of the business of CHR from grossly negligent conduct, reckless conduct, willful or intentional conduct, or a knowing violation of law.

g. To discharge his duties and obligations owed to CHR and its other members consistently with the obligation of good faith and fair dealing.

43. Defendant CHUKWUMA violated the fiduciary duty of loyalty, care, and good faith to CHR and the other Members of CHR in violation of §605.04091(1), Fla. Stat., by failing to do the following:

a. To account to CHR for all property, profit, and benefit he derived from conducting, or attempting to wind up, the business of CHR.

b. To account to CHR for all property, profit, and benefit he derived from the use of CHR's property.

c. To account to CHR for all property, profit, and benefit he derived from his appropriation of any and all opportunities belonging to CHR.

d. To refrain from dealing with CHR in the conduct of, or in winding up, the business of CHR, on behalf of a person or entity having an interest adverse to CHR.

e. To refrain from competing with CHR before dissolution of CHR.

f. To refrain during conduct, or winding up, of the business of CHR from grossly negligent conduct, reckless conduct, willful or intentional conduct, or a knowing violation of law.

g. To discharge his duties and obligations owed to CHR and its other members consistently with the obligation of good faith and fair dealing.

44. In doing the acts alleged in this complaint, Defendant CHUKWUMA violated the the civil law governing limited liability companies and the criminal law of theft and obtained improper personal benefits while engaged in transactions purporting to be on behalf of CHR.

45. As a result of the actions of Defendant CHUKWUMA, CHR has been injured, has suffered loss, faces future losses, and has been damaged.

#### **COUNT I - STATUTORY ACTION FOR JUDICIALLY SUPERVISED DISSOLUTION**

46. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

47. This is a statutory action for a judicially supervised dissolution of CHR pursuant to §§605.0702(1)(b), 605.0703, 605.0704, 605.0705, and 605.0709(5), Fla. Stat.

48. The conduct of some of the company's activities and affairs by one of its Managing Members, to wit: Defendant CHUKWUMA, has been unlawful.

49. It is not reasonably practicable to carry on CHR's activities and affairs in conformity with CHR's articles of organization and the operating agreement.

50. One of CHR's Managing Members in control of CHR, to wit, Defendant CHUKWUMA, has acted, is acting, or is reasonably expected to act in a manner that is illegal or fraudulent.

51. CHR's assets are being misappropriated or wasted, causing injury to CHR.

52. The Managing Members, who are the only Members, of CHR are deadlocked in the management of CHR's activities and affairs, the Managing Members are unable to break the deadlock, and irreparable injury to CHR is threatened or being suffered.

53. The Managing Members are in agreement as to the need for dissolution of CHR, but are not in agreement and deadlocked as to how to accomplish such dissolution; and such dissolution therefore cannot be conducted in accordance with §§605.0709 and 605.0710, Fla. Stat. without judicial supervision.

54. Defendant CHUKWUMA's attempts to divert, take, convert, misappropriate, and/or make unauthorized use of the funds, income, fees, digital accounts, and other property of CHR and to spoliage and destroy the records of CHR and evidence in this case are continuing and ongoing, threatening further harm to CHR.

55. If Defendant CHUKWUMA is not enjoined from continuing to divert, take, convert, misappropriate, and/or make unauthorized use of the funds, income, fees, digital accounts, and other property of CHR and from continuing to spoliage and destroy the records of CHR and evidence in this case, CHR will suffer irreparable injury and the ability of this Court to afford relief will be irreparably reduced and/or defeated.

56. Florida law, specifically §§605.0703(3) and (4), affords this Court the power to issue injunctions and issue other equitable relief, to protect the assets of a limited liability company the dissolution of which it is supervising, allowing this Court to enjoin Defendant CHUKWUMA, temporarily and/or permanently, from continuing to divert, take, convert, misappropriate, and/or make unauthorized use of the funds, income, fees, digital accounts, and other property of CHR and to spoliage and destroy the records of CHR and evidence in this case, and to afford the other equitable relief sought by Plaintiff RAY on behalf of CHR.

57. In prosecuting this action on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC, Plaintiff LANDON RAY has obligated himself to pay and has incurred reasonable fees and costs for his attorney's services and in connection with this lawsuit. Such legal fees are recoverable by Plaintiff LANDON RAY pursuant to §605.0805(2).

WHEREFORE, Plaintiff LANDON RAY, on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC, requests that the Court do the following:

- a. Enter a decree dissolving CHUKWUMA, HILDEBRANDT & RAY, PLLC.
- b. Direct the winding up and liquidation of CHUKWUMA, HILDEBRANDT & RAY, PLLC's activities and affairs.
- c. Order that an accounting of the assets of CHUKWUMA, HILDEBRANDT & RAY, PLLC be made, as requested in Count II.
- d. Determine the extent to which Defendant JEFFREY C. CHUKWUMA misappropriated, unlawfully and/or improperly took, diverted, wasted, or otherwise used assets,



funds, opportunities, and other property belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC.

e. Enter orders necessary to require that Defendant JEFFREY C. CHUKWUMA or any third parties holding or owing such assets, funds, and opportunities on behalf of Defendant JEFFREY C. CHUKWUMA return or otherwise pay the amount or value of such assets, funds and opportunities to CHUKWUMA, HILDEBRANDT & RAY, PLLC.

f. Appoint a receiver to take charge of CHUKWUMA, HILDEBRANDT & RAY, PLLC's property and assets to receive all assets, funds, and opportunities ordered returned; to provide to the receiver all powers necessary to collect and protect the assets of CHUKWUMA, HILDEBRANDT & RAY, PLLC; to collect the debts and property due and belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC; to marshal all such assets, funds, and opportunities; to apply all such assets, funds, and opportunities in payment of the debts and liabilities of CHUKWUMA, HILDEBRANDT & RAY, PLLC; then to disburse the remaining assets, funds, and opportunities to the Members of CHUKWUMA, HILDEBRANDT & RAY, PLLC in accordance with the operating agreement of CHUKWUMA, HILDEBRANDT & RAY, PLLC; and otherwise to wind up and to make final settlement of the affairs of CHUKWUMA, HILDEBRANDT & RAY, PLLC; and to apply and disburse them as appropriate, and order that Defendant CHUKWUMA bear the costs associated with and/or incurred by such receiver.

g. Order Defendant JEFFREY C. CHUKWUMA to return to CHUKWUMA, HILDEBRANDT & RAY, PLLC the Instagram page belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC and enjoin Defendant JEFFREY C. CHUKWUMA from

thereafter using such Instagram page or otherwise interfering with the use of such page by CHUKWUMA, HILDEBRANDT & RAY, PLLC.

h. Order Defendant JEFFREY C. CHUKWUMA to return to CHUKWUMA, HILDEBRANDT & RAY, PLLC the Facebook page belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC and enjoin Defendant JEFFREY C. CHUKWUMA from thereafter using such Facebook page or otherwise interfering with the use of such page by CHUKWUMA, HILDEBRANDT & RAY, PLLC.

i. Order Defendant JEFFREY C. CHUKWUMA to disclose to Plaintiff LANDON RAY and to the receiver the new log-in information created by Defendant JEFFREY C. CHUKWUMA for the Venmo and CashApp accounts belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC and to enjoin Defendant JEFFREY C. CHUKWUMA from any further use of such accounts.

j. Order that CHUKWUMA, HILDEBRANDT & RAY, PLLC issue letters to its clients pursuant to the ethical rules of the Florida Bar and as approved by the Court, notifying the clients of the dissolution of CHUKWUMA, HILDEBRANDT & RAY, PLLC and their rights as a result of such dissolution.

k. Award Plaintiff LANDON RAY recovery of his reasonable expenses in bringing and prosecuting this lawsuit, including his attorneys' fees and costs, pursuant to §605.0805(2), Fla. Stat.

l. Enjoin Defendant CHUKWUMA, temporarily and then permanently, from continuing to divert, take, convert, misappropriate, and/or make unauthorized use of the funds,

income, fees, digital accounts, and other property of CHR and from continuing to spoliage and destroy the records of CHR and evidence in this case.

m. Such other and further relief as may be appropriate.

**COUNT II - ACCOUNTING AND CONSTRUCTIVE TRUST**

58. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

59. This is an action for an accounting and recovery of monies improperly taken or diverted from CHR that exceed \$30,000.00, exclusive of interest and costs.

60. As alleged, Defendant CHUKWUMA violated duties he owed to CHR and wrongfully dissociated from CHR, causing injury to CHR

61. As alleged, Defendant CHUKWUMA has engaged in a scheme to misappropriate the property, monies, income, and opportunities belonging to CHR, and in doing so, he has concealed his acts, made misrepresentations, secretly given instructions to CHR's clients that are contrary to CHR's interests, diverted fees and other monies paid to him that belong to CHR, failed to inform CHR of such payments or hid such payments from CHR, and spoliated records belonging to CHR and other evidence of these acts in furtherance and in concealment of his scheme.

62. CHR has a right to such property, monies, income, and opportunities.

63. As alleged, because Defendant CHUKWUMA made misrepresentations about his expenses and their relation to CHR's business and because Defendant CHUKWUMA changed the password for, and locked CHR and its other Members out of, CHR's Venmo and CashApp

accounts, CHR does not know the true and full extent of fees and other monies that were due to it, paid to it, but diverted from it, nor of the opportunities diverted from it by Defendant CHUKWUMA.

64. As a result of Defendant CHUKWUMA's actions, CHR also does not know the true extent to which it paid for, or reimbursed Defendant CHUKWUMA for, business expenses that were illegitimate or not related to the business of CHR.

65. Without knowing this information, Plaintiff RAY and CHR cannot obtain full and appropriate relief in this lawsuit, including all of the steps necessary for proper dissolution, and other equitable relief requested in this lawsuit.

66. To achieve a proper dissolution and to obtain such other equitable relief, Plaintiff RAY, CHR, this Court, and any receiver appointed by this Court need to know, among other things,

- a. the precise amount of fees which certain of CHR's clients agreed to pay CHR;
- b. the amount and form of all payments such clients made;
- c. the date of such client payments;
- d. the recipient of such client payments;
- e. the disposition or use of such client payments;
- f. information relating to the reason for certain expenses reported to CHR by Defendant CHUKWUMA, including documentation for such expenses; and

g. an accounting of monies collected and/or spent from CHR's Venmo and CashApp accounts and the log-in information for such accounts.

h. an accounting of contacts and communications had by Defendant CHUKWUMA with CHR's clients relating to: (i) payment of fees by such clients; and (ii) efforts by Defendant CHUKWUMA to interfere with CHR's representation of, and attorney-client relationship with, such clients.

67. The remedies available to Plaintiff at law are inadequate.

WHEREFORE Plaintiff LANDON RAY demands judgment requiring Defendant CHUKWUMA to provide an accounting as described *supra*, including of the assets belonging to CHUKWUMA, HILDEBRANDT & RAY, PLLC which have been misappropriated by Defendant JEFFREY C. CHUKWUMA and of amounts due from Defendant JEFFREY C. CHUKWUMA to CHUKWUMA, HILDEBRANDT & RAY, PLLC; imposing a constructive trust in the amount found to be due in the accounting; requiring Defendant JEFFREY C. CHUKWUMA to pay the amount found to be due in the accounting, plus interest and costs; and for such other and further relief as is appropriate.

### **COUNT III - WRONGFUL DISSOCIATION**

68. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

69. This is an action for wrongful dissociation by Defendant CHUKWUMA from CHR, pursuant to §605.0601(2)(b), Fla. Stat.

70. Defendant CHUKWUMA dissociated himself from CHR before completion of the winding up of CHR pursuant to Florida law.

71. As a proximate result of his wrongful dissociation, Defendant CHUKWUMA caused injury to CHR.

72. Pursuant to §605.0601(3), Defendant CHUKWUMA is liable to CHR and its other Members for damages caused by the wrongful dissociation

WHEREFORE Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment for damages, costs, and interest against Defendant JEFFREY C. CHUKWUMA and for such other relief as may be just and appropriate.

#### **COUNT IV - BREACH OF FIDUCIARY DUTY**

73. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

74. This is an action for damages for breach of fiduciary duty by Defendant CHUKWUMA

75. Defendant CHUKWUMA owed a fiduciary duty to CHR.

76. Defendant CHUKWUMA breached the fiduciary duty it owed to CHR by, among other acts and/or omissions, failing to honestly and forthrightly report fees belonging to CHR that were paid to him; diverting and misappropriating such fees and attempting to divert and misappropriate such fees; misapplying CHR's funds; using CHR's funds to market and promote Defendant CHUKWUMA'S new law firm before dissolution of CHR; interfering with CHR's attorney-client relationship with its clients; failing and refusing to follow the ethical rules of the

Florida Bar in notifying CHR's clients of CHR's planned or pending dissolution; destroying CHR's records; misappropriating CHR's Instagram and Facebook pages; and failing or refusing to honor the operating agreement among CHR and its other Members.

77. As a proximate result of Defendant CHUKWUMA's breach of fiduciary duty, CHR has been injured.

WHEREFORE Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment for damages, costs, and interest against Defendant JEFFREY C. CHUKWUMA and for such other relief as may be just and appropriate.

#### **COUNT V - CONVERSION**

78. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

79. This is an action for conversion of CHR's property by Defendant CHUKWUMA.

80. CHR had an immediate right to possess fees paid by its clients for legal representation by CHR.

81. Certain of CHR's clients paid fees in cash and delivered such cash to Defendant CHUKWUMA.

82. Defendant CHUKWUMA asserted wrongful dominion over such cash fees by diverting and misappropriating all or a portion of such cash fees to himself.

83. In addition, Defendant CHUKWUMA directed certain clients of CHR who were prepared to pay fees they owed to CHR to instead pay such fees to Defendant CHUKWUMA personally, thereby asserting wrongful dominion over such fees.

84. CHR also possessed and used, and had and has an immediate right to possession and to use, its Instagram and Facebook accounts.

85. Defendant CHUKWUMA wrongfully asserted dominion over CHR's Instagram and Facebook accounts by altering them, removing CHR's name, and misappropriating them to his own use.

86. In addition, CHR had possession and a right to funds in its operating account, Venmo account, and CashApp account.

87. Defendant CHUKWUMA asserted wrongful dominion over funds in CHR's operating account, Venmo account, and CashApp account, by diverting and misappropriating a portion of such funds to or on behalf of himself.

88. Before filing this action, Plaintiff RAY made written demand on behalf of CHR by letter dated April 25, 2022, a copy being attached as Exhibit C, for return of the amount of money taken or misappropriated by Defendant CHUKWUMA and for return of its Instagram account. Defendant CHUKWUMA has not replied to the demand. In addition, Plaintiff RAY made an earlier demand for return of such funds and property on February 18, 2022, a copy (with its attachments redacted) of which is attached to this complaint as Exhibit B.

89. As a proximate result of Defendant CHUKWUMA's actions, CHR has been injured.

WHEREFORE Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment for damages, costs, and interest against Defendant JEFFREY C. CHUKWUMA and for such other relief as may be just and appropriate.



## **COUNT VI - FRAUD AND MISREPRESENTATION**

90. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

91. This is an action for damages for fraud and misrepresentation.

92. Defendant CHUKWUMA engaged in a scheme of fraud and concealment to steal, misappropriate, and divert fees and other monies belonging to CHR.

93. In furtherance of this scheme, Defendant CHUKWUMA accepted fees and other funds belonging to CHR; failed to honestly and forthrightly report to CHR fees and other monies paid to him and instead misrepresented the amount of such fees and monies or knowingly concealed such fees and monies from CHR; instead diverted and misappropriated such fees and monies or attempted to divert and misappropriate such fees and monies to his own personal use; and destroyed CHR records and other evidence of such acts to conceal them.

94. In addition, Defendant CHUKWUMA made false representations regarding the legitimacy and relationship to CHR's business of certain expenses he incurred in order to induce CHR to pay such expenses or to reimburse him for such expenses, knowing such misrepresentations were false and that CHR would rely on them and be induced to pay for such expenses or to reimburse him.

95. CHR relied on such representations and paid such expenses or reimbursed Defendant CHUKWUMA for such expenses, believing that they were legitimate business expenses related to the business of CHR.

96. CHR did rely on such misrepresentations, not knowing they were false, and paid for such expenses or reimbursed Defendant CHUKWUMA for such expenses.

97. As a direct and proximate result of the acts of Defendant CHUKWUMA, CHR was injured.

WHEREFORE Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment for damages, costs, and interest against Defendant JEFFREY C. CHUKWUMA and for such other relief as may be just and appropriate.

#### **COUNT VII - MONEY RECEIVED**

98. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

99. This is an action for damages for money received by Defendant CHUKWUMA and due from him to CHR, as a result of Defendant CHUKWUMA having received as an agent, employee, and Member of CHR fees and other monies paid by CHR's clients and other third parties that were intended for or due to CHR.

100. Defendant CHUKWUMA owes CHR at least Thirty-Three Thousand Two Hundred Fifty (\$33,250.00) Dollars, with interest, for money due since the date of their payment, for money received by Defendant CHUKWUMA from CHR's clients and third parties intended for or due to CHR.

WHEREFORE Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment for damages, costs, and interest against Defendant JEFFREY C. CHUKWUMA and for such other relief as may be just and appropriate.

### **COUNT VIII - UNJUST ENRICHMENT**

101. Plaintiff RAY incorporates in this paragraph by reference the allegations of paragraphs 1 through 45 of this complaint.

102. This is a suit for return of monies paid to or on behalf of Defendant CHUKWUMA which constitute unjust enrichment.

103. Plaintiff RAY and CHR have no adequate remedy at law.

104. Defendant CHUKWUMA received monies as an agent, employee, and Member of CHR paid by CHR's clients and other third parties that were intended for or due to CHR, but he failed or refused to turn such monies over to CHR.

105. In addition, Defendant CHUKWUMA received payment made on his behalf or reimbursement for expenses which were not legitimate business expenses related to the business of CHR.

106. Defendant CHUKWUMA was not entitled to such reimbursements, nor to have such expenses paid on his behalf.

107. Defendant CHUKWUMA has been unjustly enriched by his receipt and use of such fees, payments, and reimbursements, and it would be inequitable for Defendant CHUKWUMA to retain them or to retain the benefit of them.

WHEREFORE, Plaintiff LANDON RAY on behalf of CHUKWUMA, HILDEBRANDT & RAY, PLLC demands judgment requiring Defendant JEFFREY C. CHUKWUMA to return the value of such fees, payments and reimbursements to CHUKWUMA, HILDEBRANDT & RAY, PLLC and/or judgment imposing a constructive trust upon the amount of such fees, payments,

and reimbursements and requiring transfer of such trust amount to CHUKWUMA, HILDEBRANDT & RAY, PLLC, plus payment of interest and costs, and for such other and further relief as is appropriate.

Respectfully submitted,

**Jeffrey H. Fink, Esquire**  
***Counsel for Plaintiff Landon Ray***  
6701 Sunset Drive, Suite 104  
Miami, Florida 33143  
Tel: (305) 666-3700  
Email: jeffreyfinklaw@gmail.com

By: /s/ Jeffrey H. Fink  
Jeffrey H. Fink, Esquire  
Florida Bar No. 292451

EXHIBIT A  
(April 20, 2022 letter)

**JEFFREY H. FINK**  
**ATTORNEY AT LAW**  
6701 SUNSET DRIVE  
SUITE 104  
MIAMI, FLORIDA 33143-4529  
305-666-3700  
[JEFFREYFINKLAW@GMAIL.COM](mailto:JEFFREYFINKLAW@GMAIL.COM)

April 20, 2022

*By U.S. mail and email:*

*Certified Mail #7021 2720 0001 6985 8422*

Marwan Porter, Esquire  
The Porter Law Firm, LLC  
5033 SE Federal Highway  
Stuart, Florida 34997  
[marwan@theporterfirm.com](mailto:marwan@theporterfirm.com)  
[jim@theporterfirm.com](mailto:jim@theporterfirm.com)

*Certified Mail #7021 2720 0001 6984 8768*

Mark H. Hildebrandt, Esquire  
Mark H. Hildebrandt, P.A.  
1135 Kane Concourse  
5th Floor  
Bay Harbor Islands, Florida 33154  
[mark@hildebrandtlaw.com](mailto:mark@hildebrandtlaw.com)

**Chukwuma, Hildebrandt, and Ray, PLLC**

Dear Mr. Porter and Mr. Hildebrandt:

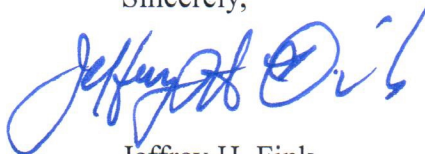
As you both know, I represent Landon Ray. This letter is a demand on behalf of Mr. Ray, directed to Mr. Porter's client Jeffrey C. Chukwuma and directed to Mr. Hildebrandt's client Jessica Hildebrandt. It is hereby demanded that Mr. Chukwuma and Ms. Hildebrandt cause Chukwuma, Hildebrandt & Ray, PLLC ("CHR") to take action, including but not limited to the filing of a legal action, to enforce the rights of CHR to the following:

- Dissolution of CHR in accordance with Florida law.
- Obtaining all information not now within the knowledge or records of CHR relating to fees paid by CHR's clients in connection with legal matters on which CHR was engaged to provide legal services, including all information within the knowledge of Jeffrey C. Chukwuma and other persons such as CHR's clients, including such information as the precise amount of fees which each CHR client agreed to pay for legal services; the amount and form of all payments made; the date of such payments; the recipient of such payments; and the destination or location of deposit or use of such payments.

- Collection of all fees due and owing to CHR, including in particular fees paid by clients but which were not turned over to CHR.
- Collection of legal fees paid to Jeffrey C. Chukwuma by any clients whom he diverted from representation by CHR during his term as a Member of CHR.
- Injunction of Jeffrey C. Chukwuma from further attempts to collect or divert to himself fees and other monies due to CHR.
- Addressing the wrongful dissociation by Jeffrey C. Chukwuma.
- Obtaining reimbursement from Jeffrey C. Chukwuma for payment or reimbursement by CHR of Mr. Chukwuma's claimed business expenses which were not legitimately related to the business of CHR.
- Marshaling of all assets to which CHR has right, title, or interest, including assets which are within the possession, custody, or control of Jeffrey C. Chukwuma.
- Application of all assets in which CHR has right, title, or interest, to all debts and liabilities of CHR, including referral fees owed by CHR.
- Disbursement of all funds remaining after payment of CHR's debts and liabilities, among the Members according to the agreement among the Members.
- Recovery of control of CHR's Instagram account, Venmo account, and CashApp account from Jeffrey C. Chukwuma and addressing all injuries to CHR resulting from Mr. Chukwuma's improper use of such accounts.
- Issuance and delivery to CHR's clients of letters pursuant to the ethical rules of the Florida Bar relating to contact and notice to clients of firms which are to be dissolved or in dissolution, and to address the wrongful notifications sent unilaterally by Jeffrey C. Chukwuma.
- Attempt to recover and otherwise address the wrongful spoliation by Jeffrey C. Chukwuma of CHR's business records, including emails, texts, and notes.
- Recovery of all property belonging to CHR or to which CHR had a right, title, or interest, which was misappropriated by Jeffrey C. Chukwuma.
- Injunction of Jeffrey C. Chukwuma from further disparagement of CHR, including by disparagement of its Members.

Please be advised that the deadline for action by your clients on this demand is May 2, 2022 at 5:00 P.M. Please inform me of any action taken by clients in response to this demand by that deadline.

Sincerely,



Jeffrey H. Fink



7021 2720 0001 6985 8422

7021 2720 0001 6985 8422

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Extra Services & Fees (check box, add fee as appropriate)	\$3.05		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.58		
Total Postage and Fees	\$7.38		

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5033 56 Federal Hwy  
Stuart, FL 34997

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.58		
Total Postage and Fees	\$4.33		

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Mark H. Hildebrand PA  
1135 Sunc Concourse 5th FL  
Bay Harbor Islands FL 33154

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<div><b>April 22, 2022, 1:16 am</b> Departed USPS Regional Facility WEST PALM BEACH FL DISTRIBUTION CENTER</div>	

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Arrived at USPS Regional Facility  
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**April 20, 2022, 9:11 pm**  
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MIAMI FL DISTRIBUTION CENTER

**April 20, 2022, 3:01 pm**  
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EXHIBIT B  
(February 18, 2022 letter)

Dear Jeffrey,

I am writing this letter to you to formalize the termination of the partnership of Chukwuma, Hildebrandt & Ray, PLLC ("CHR").<sup>1</sup> In doing so, I will provide what I believe to be an accurate accounting of the assets and liabilities of CHR, with a plan to distribute those assets and shoulder those liabilities in a fair and equitable manner. I am hoping that you will agree to do so. Of course, should we be unable to agree, we will have to submit the dissolution of the partnership to judicial determination. I believe that this would not be in our respective interests, not the least because it will result in unnecessary and avoidable legal costs.

This month you informed me that you wish us to terminate our partnership. The following are the reasons why I agree with you that we must terminate CHR. The reasons are:

- Your unilateral announcement that the profit split should be 70%/30% in your favor, rather than the 50%/50% upon which we agreed when we formed CHR.
- Your announcement that you intend to use the partnership credit card without limit or relationship to the partnership practice.
- Your statement of intention to divert client payments to accounts other than those of CHR, including to your personal accounts, and to my knowledge your having done so.
- Your own announced desire to terminate the partnership and direction to me to discontinue immediately the use of CHR's name.
- Your obvious, and in some cases explicit, antagonism towards me.

Given that we agree that CHR must be terminated, I believe that the following must occur:

1. Both of us must immediately cease any and all use of the name of CHR and cease to engage in the practice of law through CHR, except as will be necessary to wind down the law practice of CHR, including collection of fees due to CHR and payment of the liabilities of CHR, and to provide representation of existing clients of CHR to the extent necessary to protect their interests until they can find and retain new counsel. Towards this end, I propose the following steps:

- a. You, Jessica, and I take the steps necessary to formally dissolve CHR.
- b. We mutually agree to assign responsibility for attending to CHR's clients until they have chosen new counsel. I have attached here an *Appendix A* that shows the assignments I propose, based on the primary handling up to this time. If a client decides to retain you or me going

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<sup>1</sup> Our partner, Jessica Hildebrandt, has authorized me to represent that she is in agreement with the assertions I have made and the positions I have taken in this letter, and is in agreement with the termination of CHR.

forward, as soon as the client expresses such desire, all fees earned for work for that client after that time belong to such partner. I have also included in *Appendix A* my proposal for splitting outstanding fees from certain clients, which would accomplish a fair, equitable, and roughly equal division of outstanding fees.

c. We mutually select a person to receive and open all communications with CHR and to provide copies of all such communications to both of us simultaneously.

d. We mutually select a person to receive all payments to CHR due for work up to the point that a CHR client retains new counsel, deposit such payments into a new account which will be opened by such person for this purpose, and provide an accounting of such funds to both of us. Such funds will not be disbursed until and unless you and I have agreed to disbursement, or a court of competent jurisdiction has ordered such disbursement.

e. I have been working with a bookkeeper for the past month to organize all our chart of accounts. The bookkeeper finalized the spreadsheet for the accountant this past Thursday. Once the accountant has everything prepared, she will send you the required documents. Meanwhile, I am attaching here (as *Appendix B*) the following two emails from the bookkeeper. The first contains the invoice for the bookkeeper's work (which I paid today). The second is an email from bookkeeper to accountant with our QB file. I am also attaching here *Appendix C* which shows the current assets and liabilities of CHR of which I am aware.<sup>2</sup>

2. It is my understanding from statements that you have made to me that you may have deposited funds due to CHR into your personal accounts and you directed CHR clients to make payments of fees due to CHR to you personally. I am aware of your having done so in connection with certain clients of CHR. However, I have reason to believe that, during your participation in CHR, you

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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.



have been engaged by certain other clients,<sup>3</sup> received legal fees from them, and filed notices of appearances on their behalf, and you deposited fees paid by such clients during your employment with CHR into accounts other than those of CHR. To the extent that you have done so, it will create havoc for the partnership accounting, but more importantly, it would be a violation of our partnership agreement, of the Florida Bar ethical rules, and Florida law. You must immediately cease making such directions to CHR clients, you must contact such clients and immediately reverse such directions, and you must immediately pay over all such funds into CHR's operating account (No. 30000283933). All funds which were or are payable to CHR which have been collected by either of us to date that have not been placed into the CHR account must immediately be placed into the CHR operating account until such person is retained and opens the account described.<sup>4</sup>

3. CHR will send letters to its clients informing them of the termination of CHR and inform them that they must find new counsel, which may be one or the other of us practicing in our individual capacities or as members of other law practices. This letter must comply with the requirements of the Florida Bar ethical rules and Florida law.

---

<sup>3</sup> I anticipate that a review of court records will confirm the identities of such clients. Such clients may include Fredy Clyne, Gisselle Gireon, Barry Achille, Kevin Lezin, and Jamari Jacsaint.

<sup>4</sup> Towards this end, the following payments into the CHR operating account must be made immediately:

**From you into the CHR operating account:**

- \$5,000 – which Ben Beard paid to your personal bank account at your request
  - \$2,500 – from Ed Cherelus
  - \$3,000 – from Lamont Cummings
  - \$5,000 – from Ivan McCoy
  - \$2,000 – from Omari
  - \$1,000 – from Travon
  - \$1,000 – from Burke Warmington
- TOTAL: \$19,500.00

*In addition, **you must also deposit any and all other funds** not detailed here that you received from clients whom you have represented while a partner of CHR, which you diverted to accounts other than those of CHR.*

**From me into the CHR operating account:**

- \$1,000 – the Venmo you sent to my personal account for Travon

4. It is my position that, once all amounts due to CHR are placed into CHR's operating account and/or are accounted for, and all liabilities of CHR are paid, the "profit" shall be split equally between you and me (after each of our portions of our respective Amex personal expenses have been deducted from each of our respective split).

5. Also, I note that you and I agreed that each of us would be limited to "equal" use of CHR's American Express cards for personal expenses, that is, that we would be limited to spending equal amounts per month using the cards. However, in 2021, you spent over \$30,000 more than me for your personal expenses. Our agreement was that, if one of us spent more, then the other would have a credit going forward or CHR would pay the difference to the partner who spent less. As a result, I am still owed this amount by CHR.

Jeffrey, I believe that we can agree between ourselves to a fair and reasonable dissolution of CHR without the need to resort to litigation. I know that you, like me, are upset about where things are, but I suggest that it is not in either of our interests to engage in a battle. While there are certain things that you must do immediately - like ceasing use of CHR's name, email, and marketing resources - please take some time to think about what I have proposed here and to speak to a lawyer who is familiar with these issues and can give you an idea of what a court is likely to do if we litigate this dissolution. If you agree with me that we can resolve the pending issues amicably, give me a call and let's work our way through this. I will wait ten days to hear from you. If I hear nothing, I will proceed accordingly.

Sincerely,

Landon Ray

EXHIBIT C  
(April 25, 2022 letter)

**JEFFREY H. FINK**  
ATTORNEY AT LAW  
6701 SUNSET DRIVE  
SUITE 104  
MIAMI, FLORIDA 33143-4529  
305-666-3700  
[JEFFREYFINKLAW@GMAIL.COM](mailto:JEFFREYFINKLAW@GMAIL.COM)

April 25, 2022

*By U.S. mail and email:*

*Certified Mail #7021 2720 0001 6984 6782*

Marwan Porter, Esquire

The Porter Law Firm, LLC

5033 SE Federal Highway

Stuart, Florida 34997

[marwan@theporterfirm.com](mailto:marwan@theporterfirm.com)

[jim@theporterfirm.com](mailto:jim@theporterfirm.com)

**Chukwuma, Hildebrandt, and Ray, PLLC**  
**Demand Pursuant to Fla. Stat. 77.011**

Dear Mr. Porter:

This letter is a demand on behalf of my client Landon Ray, made on behalf of the law firm of Chukwuma, Hildebrandt & Ray, PLLC, directed to your client Jeffrey C. Chukwuma.

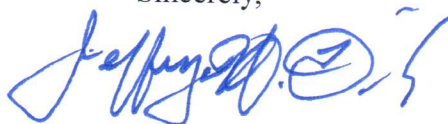
**To Jeffrey C. Chukwuma:**

Demand is hereby made on you, Jeffrey C. Chukwuma, to return within ten (10) business days to the law firm of Chukwuma, Hildebrandt & Ray, PLLC the following property and things belonging to the law firm of Chukwuma, Hildebrandt & Ray, PLLC:

- Fees and other monies paid to you, Jeffrey C. Chukwuma, by the clients of Chukwuma, Hildebrandt & Ray, PLLC on matters on which Chukwuma, Hildebrandt & Ray, PLLC was engaged.
- Funds taken by you, Jeffrey C. Chukwuma, from the operating account of Chukwuma, Hildebrandt & Ray, PLLC without authorization and for the purpose of paying debts and/or liabilities due from you personally or from an entity other than Chukwuma, Hildebrandt & Ray, PLLC which you owned or controlled.
- The Instagram account of Chukwuma, Hildebrandt & Ray, PLLC which you, Jeffrey C. Chukwuma misappropriated to your own use.
- The Venmo account of Chukwuma, Hildebrandt & Ray, PLLC, which you, Jeffrey C. Chukwuma misappropriated to your own use.

- The CashApp account of Chukwuma, Hildebrandt & Ray, PLLC, which you, Jeffrey C. Chukwuma misappropriated to your own use.

Sincerely,



Jeffrey H. Fink