

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

CASE NO.

EVELYN KEISER,

Plaintiff,

v.

PARKLAND INVESTMENT ASSOCIATES,
PARKLAND EDUCATION LC,
ARTHUR KEISER AND BELINDA KEISER,

Defendants.

COMPLAINT

Plaintiff, Evelyn Keiser, sues Defendants, Parkland Investment Associates, Parkland Education LC, Arthur Keiser, and Belinda Keiser (collectively, the “Defendants”) and states:

JURISDICTION AND IDENTIFICATION OF PARTIES

1. This is an action for damages exceeding \$30,000.00, exclusive of interest, costs, and attorneys’ fees.
2. Plaintiff, Evelyn Keiser (“Plaintiff”), is a resident of Broward County, Florida and is *sui juris*.
3. Defendants, Arthur Keiser and Belinda Keiser (collectively, “Art and Belinda”) are husband and wife and residents of Broward County, Florida and are *sui juris*. Arthur Keiser is the son of Plaintiff.
4. Defendant, Parkland Investment Associates (“Parkland GP”), is a Florida general partnership with its principal place of business in Broward County, Florida.
5. Defendant, Parkland Education, LC (“Parkland LC”), is a Florida limited liability

company with its principal place of business in Broward County, Florida.

6. Pursuant to Fla. Stat. § 47.011, venue is proper in this County since Defendants are residents of Broward, Florida.

7. All conditions precedent to the filing of this action have occurred, have been performed or have otherwise been waived.

8. Plaintiff has retained the undersigned counsel to pursue this action on her behalf and is required to pay them a fee for their services.

FACTUAL ALLEGATIONS

Plaintiff's Creation of The Keiser School, Inc.

9. The Keiser School, Inc. is a Florida corporation created in 1978 as a proprietary trade school initially teaching medical assistants, medical lab technicians and dental assistants.

10. Plaintiff was the primary investor and founder of The Keiser School, Inc. Plaintiff is now 96 years of age and in the last years of her life. She has dedicated at least four decades of her life to the creation, growth and success of The Keiser School, Inc., and its related entities such as Parkland GP and Parkland LC.

11. Upon Plaintiff's founding of The Keiser School, Inc., Plaintiff made her son, Arthur Keiser, an officer of The Keiser School, Inc. and she also gifted him a minority interest in The Keiser School, Inc.

12. The Keiser School, Inc. initially started in 1978 with a single campus located in Ft. Lauderdale, FL.

13. However, over the years, its popularity and demand increased and Plaintiff and Arthur Keiser, collectively, decided to expand the Keiser School, Inc. to other locations. To effectuate their plan for the expansion of The Keiser School, Inc., Plaintiff and Arthur Keiser

created many affiliated entities to acquire real property to, in turn, lease to The Keiser School, Inc.

The Expansion of The Keiser School, Inc.

14. One of these affiliated entities is Parkland Education Associates, Ltd. ("Parkland LP"). Parkland LP is a Florida limited partnership created in 1998 by Plaintiff and Arthur Keiser to acquire the real property located at 900 South Babcock Street in Melbourne, Florida (the "Melbourne Property") for the purpose of leasing the Melbourne Property to The Keiser School, Inc. As shall be described more fully in Paragraphs 19-28, Plaintiff had and has an ownership interest in Defendants, Parkland GP (the limited partner of Parkland LP) and Parkland LC (the general partner of Parkland LP).

15. Another of these affiliated entities is Daytona Education Associates, Ltd. ("Daytona LP"). Daytona LP is a Florida limited partnership created in 1999 by Plaintiff and Arthur Keiser to acquire the real property located at 1800 Business Park Boulevard in Daytona Beach, Florida (the "Daytona Property") for the purpose of leasing the Daytona Property to The Keiser School, Inc. As shall be described more fully in Paragraphs 19-28, Plaintiff had and has an ownership interest in Defendants, Parkland GP (the limited partner of Daytona LP) and Parkland LC (the general partner of Daytona LP).

16. The acquisition of Melbourne Property and the Daytona Property was only the beginning of an expansion of The Keiser School, Inc. to other locations outside of its primary campus in Fort Lauderdale, Florida.

17. Upon information and belief, Arthur Keiser utilized Parkland GP and Parkland LC to acquire other real estate interests through entities other than Parkland LP and Daytona LP.

**The Formation of Defendants, Parkland GP and Parkland LC, for the
Benefit of The Keiser School, Inc.**

18. Parkland LP and Daytona LP are both comprised of one general partner and one limited partner. Parkland GP was formed to be, and is, the limited partner of Parkland LP and Daytona LP. Parkland LC was formed to be, and is, the general partner of Parkland LP and Daytona LP.

Parkland GP

19. Parkland GP, the limited partner of Parkland LP and Daytona LP, has a ninety-nine percent ownership interest in Parkland LP and in Daytona LP and is comprised of three partners.

20. At all material times, Plaintiff was, and currently is, one of the general partners of Parkland GP. Plaintiff has a one-third partnership interest in Parkland GP and, as such, Plaintiff has a one-third interest in the profits of Parkland GP.

21. At all material times, Belinda Keiser was, and currently is, one of the general partners of Parkland GP. Belinda Keiser has a one-third partnership interest in Parkland GP.

22. At all material times, Arthur Keiser was, and currently is, one of the general partners of Parkland GP. Arthur Keiser also has a one-third partnership interest in Parkland GP.

23. At all material times, Arthur Keiser was, and currently is, the managing general partner of Parkland GP.

24. Plaintiff agreed that Art and Belinda should receive a combined two-thirds' interest in Parkland GP as an incentive to Arthur Keiser to manage and develop the Melbourne Property and the Daytona Property in a profitable manner.

Parkland LC

25. Parkland LC, the general partner of Parkland LP and Daytona LP, has a one percent partnership interest in Parkland LP, and in Daytona LP and is comprised of three members.

26. At all material times, Plaintiff was, and currently is, one of the three members of Parkland LC. Plaintiff has a five percent membership interest in Parkland LC and, as such, Plaintiff has a five percent interest in the profits of Parkland LC.

27. At all material times, Arthur Keiser was, and currently is, a member and manager of Parkland LC. Arthur Keiser (90%) and Belinda Keiser (5%) own a combined ninety-five percent membership interest in Parkland LC.

28. Plaintiff agreed that Arthur Keiser's allocated ninety percent interest in Parkland LC was an incentive to Arthur Keiser to manage and develop the Melbourne Property and the Daytona Property in a profitable manner.

Arthur Keiser's Adversarial Actions Taken Against Plaintiff

29. As the managing partner of Parkland GP and the managing member of Parkland LC, Arthur Keiser was charged with the responsibility of managing Parkland GP and Parkland LC.

30. As the managing partner of Parkland GP and the managing member of Parkland LC, Arthur Keiser owes and owed a fiduciary duty of loyalty and a duty of care to the other partners of Parkland GP and the other members of Parkland, LC, including Plaintiff.

31. Additionally, as the managing partner of Parkland GP and the managing member of Parkland LC, Arthur Keiser is not, and was not, permitted to self-deal or to make any profit or acquire any other personal benefit or advantage not also enjoyed by the other partners or members.

32. In 2000, Arthur Keiser formed a Florida not-for-profit corporation, Everglades College, Inc.

33. In December 2016, Parkland LP sold the Melbourne Property for a substantial profit to Everglades College, Inc. for \$16,100,000.00.

34. In December 2016, Daytona LP sold the Daytona Property for a substantial

profit to Everglades College, Inc. for \$4,475,000.00.

35. The net proceeds from the sale of the Melbourne Property and the Daytona Property, as well as the net rental income from the Melbourne Property and the Daytona Property during all times in which the properties were owned by Parkland LP and Daytona LP, should have been distributed to all of the partners in Parkland GP and all of the members in Parkland LC in accordance with their respective ownership interests. Further, to the extent Arthur Keiser utilized Parkland GP and Parkland LC to acquire any other real estate interests (aside from the Melbourne Property and the Daytona Property) for the direct and indirect benefit of The Keiser School, Inc., or otherwise, Plaintiff should have also received net rental distributions from these properties in accordance with her respective ownership interest.

36. However, notwithstanding Plaintiff's five percent ownership interest in Parkland LC (which is a one percent owner of the Melbourne Property and the Daytona Property) and her one-third ownership interest in Parkland GP (which is a ninety-nine percent owner of the Melbourne Property and the Daytona Property, respectively), Arthur Keiser, individually, and on behalf of Parkland GP and Parkland, LLC, engaged in the following acts:

- (a) Failed to distribute to Plaintiff her allocable share of rental income from the Melbourne Property and Daytona Property while the properties were owned by Parkland LP and Daytona LP;
- (b) Failed to distribute to Plaintiff her allocable share of the net proceeds from the sale of the Melbourne Property and the Daytona Property;
- (c) Withheld Plaintiff's allocable share of the rental income from the properties as well as the Plaintiff's allocable share of proceeds from the sale of Melbourne Property and Daytona Property and kept the proceeds for himself and his wife and co-partner, Belinda Keiser;

(c) Failed to distribute to Plaintiff her allocable share of the net proceeds from the sale of any properties other than the Melbourne Property and the Daytona Property that Arthur Keiser utilized Parkland GP and Parkland LC to acquire; and

(d) Failed to distribute to Plaintiff her allocable share of rental income from other properties that Arthur Keiser utilized Parkland GP and Parkland LC to acquire.

37. Further, Arthur Keiser, *without* Plaintiff's knowledge or consent, and for no legitimate business purpose, utilized the assets and funds of Parkland GP and Parkland, LC to make political contributions which, if made in addition to individual political contributions by the partners in Parkland GP and the members of Parkland LC would exceed the legal limit for individual contributions. By doing so, Arthur Keiser has subjected Plaintiff to potential liability for improper and unlawful political contributions.

The Durable Power of Attorney

38. On June 7, 2017, Plaintiff executed and delivered a durable power of attorney ("POA") pursuant to Florida Statue Chapter 709, appointing and empowering her son, Jeffrey Keiser, and her daughter, Ellen Farren, to "act for me in my name and on my behalf to exercise the powers listed in this Durable Power of Attorney."

39. Specifically, the POA grants Jeffrey Keiser and Ellen Farren the right to, among other things, perform the following acts on behalf of and in the name of Plaintiff:

- (a) "to manage and conserve any real property, or any interest or incidents in real property, on my behalf as stated below...;"
- (b) "to engage in any form of litigation regarding the possession, ownership or liability involving such property...;"

- (c) “to manage and conserve any tangible personal property, or any interest in tangible personal property, including exempt property, on [Plaintiff’s] behalf, as follows;”
- (d) “to engage in any form of litigation regarding the possession, ownership or liability involving such property;”
- (e) “to exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option [Plaintiff has] as the holder of stocks and bonds;”
- (f) “to initiate and pursue litigation...;”
- (g) “to sue in [Plaintiff’s] name and behalf for the recovery of any and all sums of money or other things of value...;”
- (h) “to participate and bind [Plaintiff] in any litigation...;” and
- (i) “to hire and compensate attorneys...”

40. Further, the POA, on its face, states that third parties may rely upon it in accordance with Fla. Stat. §709.2119.

41. Accordingly, this lawsuit has been brought, as is expressly authorized by the POA, in Plaintiff’s name, and on her behalf, to seek the relief pled herein.

Plaintiff Seeks Information about her Ownership and Financial Interest in Parkland GP and Parkland LC from Arthur Keiser and Plaintiff’s Request is Denied

42. Arthur Keiser, individually, and on behalf of Parkland GP and Parkland LC, has concealed material information which would have disclosed the existence of the causes of action pled herein by deliberately withholding financial information concerning Parkland GP and Parkland LC from Plaintiff for more than the past ten (10) years in contravention of his fiduciary duties owed to Plaintiff.

43. In 2019, Arthur Keiser attempted to conceal the actual sums owed by making a *mea culpa* admitting that he owed Plaintiff at least \$1,500,000, yet still to the present day failing and

refusing to pay this admittedly owed money to Plaintiff.

44. To confirm and verify whether Arthur Keiser's admittedly owed sum was the true and accurate extent of the liability to Plaintiff, prior to instituting this action, Plaintiff demanded that Arthur Keiser, individually, and on behalf of Parkland GP and Parkland LC, permit Plaintiff and her agents to inspect Parkland GP's and Parkland LC's bank records, income tax returns, as well as other business records, to enable Plaintiff to determine the historical and current financial interest that Plaintiff has and may have had without her knowledge in Parkland GP and Parkland LC, and what assets Parkland GP and Parkland LC have or may have acquired and conveyed.

45. However, Arthur Keiser, Parkland GP and Parkland LC have failed and refused to allow Plaintiff to inspect the requested relevant records.

46. The refusal to permit Plaintiff and her agents to inspect the business records of Parkland GP and Parkland LC is particularly suspicious considering the fact that Plaintiff is an equal general partner in Parkland GP and is, and has always been, equally entitled to all of Parkland GP's business records. Arthur Keiser's deliberate concealment of these partnership business records raises the question: What is Arthur Keiser trying to hide from his mother?

COUNT I - BREACH OF FIDUCIARY DUTY
(Against Arthur Keiser)

47. Plaintiff realleges and incorporates by reference paragraphs 1-46 as if set forth fully herein.

48. Pursuant to Fla. Stat. §620.8404, as the managing partner of Parkland GP, Arthur Keiser owed and owes fiduciary duties of loyalty, good faith, and due care to Plaintiff, who is also a partner of Parkland GP.

49. As described herein, Arthur Keiser breached the fiduciary duties that he owed and owes to the Plaintiff.

50. Arthur Keiser's actions were taken solely for the benefit of and to further his own interests to the detriment of Plaintiff.

51. Arthur Keiser's breaches were willful, intentional, and wrongful and were the direct and proximate cause of damages to Plaintiff.

52. Plaintiff reserves the right to amend this Complaint to assert claims for punitive damages against Arthur Keiser pursuant to Fla. Stat. §768.72, Florida Statutes.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs, the imposition of a constructive trust, and/or any other relief as the Court deems just and proper.

COUNT II – CONSTRUCTIVE TRUST
(Against Arthur Keiser)

53. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if set forth fully herein.

54. This is a claim for equitable relief in the nature of a constructive trust concerning any property that Arthur Keiser improperly received from Parkland GP.

55. By reason of Arthur Keiser's breach of fiduciary duties to Plaintiff, Arthur Keiser has received property to which he is not entitled and has become unjustly enriched as a result thereof. This ill-gotten property must be held in a constructive trust for the benefit of Plaintiff and returned to Plaintiff.

56. Further, all benefits, proceeds or property usurped by Arthur Keiser, already paid to, or realized by Arthur Keiser, should be disgorged to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for the imposition of a constructive trust on all of the property that Art and Belinda improperly received from Parkland GP and any other relief as the Court deems just and proper.

COUNT III – CONSTRUCTIVE TRUST

(Against Belinda Keiser)

57. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if set forth fully herein.

58. This is a claim for equitable relief in the nature of a constructive trust concerning any property that Belinda Keiser improperly received from Parkland GP.

59. By reason of Arthur Keiser's breach of fiduciary duties to Plaintiff, Belinda Keiser has received property to which she is not entitled and has become unjustly enriched as a result thereof. This ill-gotten property must be held in a constructive trust for the benefit of Plaintiff and returned to Plaintiff.

60. Further, all benefits, proceeds or property usurped by Belinda Keiser, already paid to, or realized by Belinda Keiser, should be disgorged to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Belinda Keiser for the imposition of a constructive trust on all of the property that Art and Belinda improperly received from Parkland GP and any other relief as the Court deems just and proper.

COUNT IV – CONVERSION

(Against Arthur Keiser)

61. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if fully set forth herein.

62. Arthur Keiser having made a distribution of Parkland GP's profits to himself and his wife, was obligated to keep intact and deliver specific distributions to all the partners, including Plaintiff, in proportion to their allocable interest in Parkland GP.

63. Plaintiff, as a one-third owner of Parkland GP, has an immediate right of possession of her proportionate interest of all of the profits of Parkland GP and has demanded possession of

her respective interest of the profits.

64. Arthur Keiser continues to refuse to deliver to the Plaintiff all of her distributions in the profits of Parkland GP in proportion to her allocable ownership interest in Parkland GP.

65. Arthur Keiser continues to wrongfully exercise dominion and control over Plaintiff's distributions, which rightfully belong to the Plaintiff and, thus, Arthur Keiser is wrongfully depriving the Plaintiff of her legal right to ownership of said property.

66. Arthur Keiser wrongfully exercised dominion and control over Plaintiff's foregoing property with a present intent to deprive Plaintiff of her right to possession of such property.

67. As a direct and proximate result of Arthur Keiser's conversion, Plaintiff has been deprived the use of the foregoing property and has suffered damages.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT V – CONVERSION
(Against Parkland GP)

68. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if fully set forth herein.

69. Parkland GP having made a distribution of the Parkland GP's profits to Art and Belinda, was obligated to keep intact and deliver specific distributions to all the partners, including Plaintiff, in proportion to their allocable interest in Parkland GP.

70. Plaintiff, as a one-third owner of Parkland GP, has an immediate right of possession of her proportionate interest of all of the profits of Parkland GP and has demanded possession of her respective interest of the profits.

71. Parkland GP continues to refuse to deliver to the Plaintiff all of her distributions in the profits of Parkland GP in proportion to her allocable ownership interest in Parkland GP.

72. Parkland GP continues to wrongfully exercise dominion and control over Plaintiff's distributions, which rightfully belong to the Plaintiff and, thus, Parkland GP is wrongfully depriving the Plaintiff of her legal right to ownership of said property.

73. Parkland GP wrongfully exercised dominion and control over Plaintiff's foregoing property with a present intent to deprive Plaintiff of her right to possession of such property.

74. As a direct and proximate result of Parkland GP's conversion, Plaintiff has been deprived the use of the foregoing property and has suffered damages.

WHEREFORE, Plaintiff demands judgment against Parkland GP for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT VI – UNJUST ENRICHMENT
(Against Arthur Keiser)

75. Plaintiff realleges and incorporates by reference paragraphs 1-46, 48-51 and 62-67 as if set forth fully herein.

76. Arthur Keiser has obtained a benefit from Plaintiff. Specifically, during the time period in which Arthur Keiser was the managing partner of Parkland GP, Arthur Keiser, unlawfully misappropriated Parkland GP's assets and engaged in self-dealing to himself, which profited himself at Plaintiff's expense.

77. Arthur Keiser has actual knowledge of the benefit received.

78. Arthur Keiser has voluntarily accepted and retained these benefits conferred by Plaintiff.

79. Because of the facts and circumstances occurring between the parties described herein, it would be unequitable and unjust for Arthur Keiser to retain such benefit without compensation to Plaintiff.

80. Arthur Keiser has been unjustly enriched at the expense and to the detriment of

Plaintiff, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT VII – UNJUST ENRICHMENT

(Against Belinda Keiser)

81. Plaintiff realleges and incorporates by reference paragraphs 1-46, 48-51 and 62-67 as if set forth fully herein.

82. Belinda Keiser has obtained a benefit from Plaintiff. Specifically, during the time period in which Arthur Keiser was the managing partner of Parkland GP, Arthur Keiser, unlawfully misappropriated Parkland GP's assets and engaged in self-dealing to himself, and his wife and co-partner, Belinda Keiser, all of which profited himself and Belinda Keiser at Plaintiff's expense.

83. Belinda Keiser has actual knowledge of the benefit received.

84. Belinda Keiser has voluntarily accepted and retained these benefits conferred by Plaintiff.

85. Because of the facts and circumstances occurring between the parties described herein, it would be unequitable and unjust for Belinda Keiser to retain such benefit without compensation to Plaintiff.

86. Belinda Keiser has been unjustly enriched at the expense and to the detriment of Plaintiff, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff demands judgment against Belinda Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT VIII- FRAUDULENT CONCEALMENT

(Against Arthur Keiser)

87. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if set

forth fully herein.

88. As described herein, Arthur Keiser, as the managing partner of Parkland GP, owed a fiduciary duty to the Plaintiff, a partner of Parkland GP.

89. Arthur Keiser made false affirmative representations to Plaintiff regarding the financial affairs of Parkland GP and deliberately withheld material information concerning the true financial affairs of Parkland GP for at least the past ten years, including but not limited to all of its actual investments, income, profits, and other material facts pertaining to the business of Parkland GP.

90. Arthur Keiser knew or should have known, that he was required to disclose to Plaintiff the true and entire financial affairs of Parkland GP.

91. Plaintiff did not know of such concealed facts.

92. Arthur Keiser intended that the concealments be acted upon so that Plaintiff would not know and, thus, not demand, the full amount of distributions that she was actually entitled to receive from her ownership interest in Parkland GP for over the past ten years.

93. Plaintiff detrimentally relied on the misinformation by refraining from (prior to this lawsuit) demanding the full amount of her distributions that she is actually entitled to receive pursuant to her respective ownership interest in Parkland GP and was damaged thereby.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT IX- FRAUDULENT CONCEALMENT
(Against Parkland GP)

94. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if set forth fully herein.

95. As described herein, Arthur Keiser, as the managing partner of Parkland GP, owed a

fiduciary duty to the Plaintiff, a partner of Parkland GP.

96. Arthur Keiser, on behalf of Parkland GP made false affirmative representations to Plaintiff regarding the financial affairs of Parkland GP and deliberately withheld material information concerning the true financial affairs of Parkland GP for at least the last ten years, including but not limited to all of its actual investments, income, profits, and other material facts pertaining to the business of Parkland GP.

97. Arthur Keiser, on behalf of Parkland GP, knew or should have known, that he was required to disclose to Plaintiff the true and entire financial affairs of Parkland GP.

98. Plaintiff did not know of such concealed facts.

99. Arthur Keiser, on behalf of Parkland GP, intended that the concealments be acted upon so that Plaintiff would not know and, thus, not demand, the full amount of distributions that she was actually entitled to receive from her ownership interest in Parkland GP for at least the last ten years.

100. Plaintiff detrimentally relied on the misinformation by refraining from (prior to this lawsuit) demanding the full amount of her distributions that she is actually entitled to receive pursuant to her respective ownership interest in Parkland GP and was damaged thereby.

WHEREFORE, Plaintiff demands judgment against Parkland GP for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT X – ACCOUNTING
(Against Parkland GP)

101. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 48-51 as if set forth fully herein.

102. Arthur Keiser has engaged in self-dealing and has breached his fiduciary duties to Plaintiff as the managing partner of Parkland GP and has profited from such unlawful activity in an

unknown amount.

103. Plaintiff, a partner of Parkland GP, cannot know the full extent of the self-dealing committed by Arthur Keiser unless he is compelled to submit to an accounting of all of the transactions of Parkland GP for the past ten (10) years. Plaintiff made written requests to inspect the books and records of Parkland GP in order to determine her rights, entitlement and ownership of Parkland GP's assets; however, Arthur Keiser, individually, and on behalf of Parkland GP, has refused to account to Plaintiff.

104. Plaintiff does not have a remedy at law that is as full, adequate, and expeditious as it is in equity.

WHEREFORE, Plaintiffs prays for the following relief: an accounting of Parkland GP transactions for the last at least ten years after full and complete access to full and accurate books of accounts for Parkland GP, judgment against Parkland GP for any sums found to be due Plaintiff from Parkland GP, and any other relief this Court deems necessary and proper.

COUNT XI - BREACH OF FIDUCIARY DUTY

(Against Arthur Keiser)

105. Plaintiff realleges and incorporates by reference paragraphs 1-46 as if set forth fully herein.

106. Pursuant to Fla. Stat. §605.04091, Arthur Keiser, as the managing member of Parkland LC, owed, and owes, fiduciary duties of loyalty and care to Plaintiff, who is also a member of Parkland LC.

107. As described herein, Arthur Keiser breached the fiduciary duties that he owed to the Plaintiff.

108. Arthur Keiser's actions were taken solely for the benefit of and to further his own interests to the detriment of Plaintiff.

109. Arthur Keiser's breaches were willful, intentional, and wrongful and were the direct and proximate cause of damages to Plaintiff.

110. Plaintiff reserves the right to amend this Complaint to assert claims for punitive damages against Arthur Keiser pursuant to Fla. Stat. §768.72, Florida Statutes.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for prejudgment interest, costs, the imposition of a constructive trust, and any other relief as the Court deems just and proper.

COUNT XII – CONSTRUCTIVE TRUST
(Against Arthur Keiser)

111. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109 as if set forth fully herein.

112. This is a claim for equitable relief in the nature of a constructive trust concerning any property that Arthur Keiser improperly received from Parkland LC.

113. By reason of Arthur Keiser's breach of fiduciary duties to Plaintiff, Arthur Keiser has received property to which he is not entitled and has become unjustly enriched as a result thereof. This ill-gotten property must be held in a constructive trust for the benefit of Plaintiff and returned to Plaintiff.

114. Further, all benefits, proceeds, or property usurped by Arthur Keiser and already paid to or realized by Arthur Keiser, should be disgorged to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for the imposition of a constructive trust on all of the property that Arthur Keiser improperly received from Plaintiff and any other relief as the Court deems just and proper.

COUNT XIII – CONSTRUCTIVE TRUST
(Against Belinda Keiser)

115. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109 as if set

forth fully herein.

116. This is a claim for equitable relief in the nature of a constructive trust concerning any property that Belinda Keiser improperly received from Parkland LC.

117. By reason of Arthur Keiser's breach of fiduciary duties to Plaintiff, Belinda Keiser has received property to which she is not entitled and has become unjustly enriched as a result thereof. This ill-gotten property must be held in a constructive trust for the benefit of Plaintiff and returned to Plaintiff.

118. Further, all benefits, proceeds, or property usurped by Belinda Keiser and already paid to or realized by Belinda Keiser, should be disgorged to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Belinda Keiser for the imposition of a constructive trust on all of the property that Arthur Keiser improperly received from Plaintiff and any other relief as the Court deems just and proper

COUNT XIV – CONVERSION

(Against Arthur)

119. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109, and as if set forth fully herein.

120. Arthur Keiser, having made a distribution of the Parkland LC's profits to himself, was obligated to keep intact and deliver specific distributions to all the members, including Plaintiff, in proportion to their allocable interest in Parkland LC.

121. Plaintiff, as a five percent owner of Parkland LC, has an immediate right of possession of her proportionate interest of all of the profits of Parkland LC and has demanded possession of her respective interest.

122. Arthur Keiser continues to refuse to deliver to the Plaintiff all of her distributions in the profits of Parkland LC in proportion to her allocable ownership interest in Parkland LC.

123. Arthur Keiser continues to wrongfully exercise dominion and control over Plaintiff's distributions, which rightfully belong to the Plaintiff, and, thus, Arthur Keiser is wrongfully depriving the Plaintiff of her legal right to ownership of said property.

124. Arthur Keiser continues to deal with such property in a manner that is inconsistent with the rights of Plaintiff.

125. Arthur Keiser wrongfully exercised dominion and control over Plaintiff's foregoing property with a present intent to deprive Plaintiff of her right to possession of such property.

126. As a direct and proximate result of Arthur Keiser's conversion, Plaintiff has been deprived of the use of the foregoing property and has suffered damages.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for specific performance, damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT XV – CONVERSION
(Against Parkland LC)

127. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109, and as if set forth fully herein.

128. Parkland LC, having made a distribution of the Parkland LC's profits to Arthur Keiser, was obligated to keep intact and deliver specific distributions to all the members, including Plaintiff, in proportion to their allocable interest in Parkland LC.

129. Plaintiff, as a five percent owner of Parkland LC, has an immediate right of possession of her proportionate interest of all of the profits of Parkland LC and has demanded possession of her respective interest.

130. Parkland LC continues to refuse to deliver to the Plaintiff all of her distributions in the profits of Parkland LC in proportion to her allocable ownership interest in Parkland LC.

131. Parkland LC continues to wrongfully exercise dominion and control over Plaintiff's

distributions, which rightfully belong to the Plaintiff, and, thus, Parkland LLC is wrongfully depriving the Plaintiff of her legal right to ownership of said property.

132. Parkland LC continues to deal with such property in a manner that is inconsistent with the rights of Plaintiff.

133. Parkland LC wrongfully exercised dominion and control over Plaintiff's foregoing property with a present intent to deprive Plaintiff of her right to possession of such property.

134. As a direct and proximate result of Parkland LC's conversion, Plaintiff has been deprived of the use of the foregoing property and has suffered damages.

WHEREFORE, Plaintiff demands judgment against Parkland LC for specific performance, damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT XVI – UNJUST ENRICHMENT

(Against Arthur Keiser)

135. Plaintiff realleges and incorporates by reference paragraphs 1-46, 106-109 and 120-126 as if set forth fully herein.

136. Arthur Keiser has obtained a benefit in derogation of the rights of Plaintiff. Specifically, during the time period in which Arthur Keiser was, and to the extent he continues to be the managing member of Parkland LC, Arthur Keiser unlawfully misappropriated Parkland LC's assets and engaged in self-dealing, all of which profited Arthur Keiser at Plaintiff's expense.

137. Arthur Keiser has actual knowledge of the benefit received.

138. Arthur Keiser has voluntarily accepted and retained this benefit in derogation of the rights of Plaintiff.

139. It would be unequitable and unjust for Arthur Keiser to retain such benefit without compensation to Plaintiff.

140. Arthur Keiser has been unjustly enriched at the expense and to the detriment of

Plaintiff, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT XVII – UNJUST ENRICHMENT

(Against Belinda Keiser)

141. Plaintiff realleges and incorporates by reference paragraphs 1-46, 106-109 and 120-126 as if set forth fully herein.

142. Belinda Keiser has obtained a benefit in derogation of the rights of Plaintiff. Specifically, during the time period in which Arthur Keiser was, and to the extent he continues to be the managing member of Parkland LC, Arthur Keiser unlawfully misappropriated Parkland LC's assets and engaged in self-dealing to himself and his wife and co-partner, Belinda Keiser, all of which profited Art and Belinda at Plaintiff's expense.

143. Belinda Keiser has actual knowledge of the benefit received.

144. Belinda Keiser has voluntarily accepted and retained this benefit in derogation of the rights of Plaintiff.

145. It would be unequitable and unjust for Belinda Keiser to retain such benefit without compensation to Plaintiff.

146. Belinda Keiser has been unjustly enriched at the expense and to the detriment of Plaintiff, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff demands judgment against Belinda Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT XVIII- FRAUDULENT CONCEALMENT

(Against Arthur Keiser)

147. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109 as if set

forth fully herein.

148. As described herein, Arthur Keiser, as the managing member of Parkland LC, owed a fiduciary duty to the Plaintiff, a member of Parkland LC.

149. Arthur Keiser made false affirmative representations to Plaintiff regarding the financial affairs of Parkland LC and deliberately withheld material information concerning the true financial affairs of Parkland LC for at least the last at least ten years, including but not limited to all of the actual investments, income, profits, and other material facts pertaining to the business of Parkland GP.

150. Arthur Keiser knew or should have known, that he was required to disclose to Plaintiff the true and entire financial affairs of Parkland LC.

151. Plaintiff did not know of such concealed facts.

152. Arthur Keiser intended that the concealments be acted upon so that Plaintiff would not know and, thus, not demand the full amount of distributions that she was actually entitled to receive from her ownership interest in Parkland LC over the last at least ten years.

153. Plaintiff detrimentally relied on the misinformation by refraining from demanding (prior to this lawsuit) payment of the full amount of her distributions that she is actually entitled to receive pursuant to her ownership interest in Parkland LC and was damaged by such reliance.

WHEREFORE, Plaintiff demands judgment against Arthur Keiser for damages, prejudgment interest, costs and any other relief as the Court deems just and proper.

COUNT XIX- FRAUDULENT CONCEALMENT
(Against Parkland LC)

154. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109 as if set forth fully herein.

155. As described herein, Arthur Keiser, as the managing member of Parkland LC, owed

a fiduciary duty to the Plaintiff, a member of Parkland LC.

156. Arthur Keiser, on behalf of Parkland LC, made false affirmative representations to Plaintiff regarding the financial affairs of Parkland LC and deliberately withheld material information concerning the true financial affairs of Parkland GP for at least the last at least ten years, including but not limited to all of the actual investments, income, profits, and other material facts pertaining to the business of Parkland GP.

157. Arthur Keiser, on behalf of Parkland LC, knew or should have known, that he was required to disclose to Plaintiff the true and entire financial affairs of Parkland LC.

158. Plaintiff did not know of such concealed facts.

159. Arthur Keiser, on behalf of Parkland LC, intended that the concealments be acted upon so that Plaintiff would not know and, thus, not demand the full amount of distributions that she was actually entitled to receive from her ownership interest in Parkland LC at least the last ten years.

160. Plaintiff detrimentally relied on the misinformation by refraining from demanding (prior to this lawsuit) payment of the full amount of her distributions that she is actually entitled to receive pursuant to her ownership interest in Parkland LC and was damaged by such reliance.

WHEREFORE, Plaintiff demands judgment against Parkland LC for damages, prejudgment interest, costs and any other relief as the Court deems just and proper

COUNT XX– ACCOUNTING
(Against Parkland LC)

161. Plaintiff realleges and incorporates by reference paragraphs 1-46 and 106-109 as if set forth fully herein.

162. Arthur Keiser has engaged in self-dealing and has breached his fiduciary duties to Plaintiff as the managing member of Parkland LC and has profited from such unlawful activity in an

unknown amount.

163. Plaintiff, a member of Parkland LC, cannot know the full extent of the self-dealing committed by Arthur Keiser unless he is compelled to submit to and provide an accounting of all of the transactions of Parkland LC for the past ten (10) years. Plaintiff made written requests to inspect the books and records of Parkland LC in order to determine her rights, entitlement, and ownership of Parkland LC's assets. However, Arthur Keiser, individually and on behalf of Parkland LC, has refused to account to Plaintiff.

164. Plaintiff does not have a remedy at law that is as full, adequate, and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an accounting of Parkland LC transactions for at least the last ten years after full and complete access to all books of accounts and records of Parkland LC, judgment against Parkland LC for any sums found to be due Plaintiff from Parkland LC, and any other relief this Court deems necessary and proper.

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