

STATE OF INDIANA )  
 ) SS: IN THE MARION SUPERIOR COURT 6  
COUNTY OF MARION ) CAUSE NO. 49D06-1808-PL-031531

DHS INDY LLC, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
INDY JAX PROPERTIES, LLC; )  
 )  
INDY JAX WEALTH HOLDINGS, LLC; )  
 )  
MORRIS INVEST, LLC; )  
 )  
CLAYTON MORRIS; )  
 )  
OCEANPOINTE INVESTMENTS LIMITED; )  
 )  
OCEANPOINTE PROPERTY MANAGEMENT, LLC; )  
 )  
OCEAN POINT PROPERTY MANAGEMENT, )  
JP ANDERSON REALTY GROUP, LLC d/b/a )  
OCEANPOINTE PROPERTY MANAGEMENT; )  
 )  
BERT WHALEN; )  
 )  
LINZI DEL CONTE; )  
 )  
CHRIS NEUSER; )  
 )  
NICOLE MECKLEY; )  
 )  
KAREN SCHNABEL; and )  
 )  
BLUE SKY PROPERTY MANAGEMENT, LLC, )  
f/k/a BOARDWALK REAL ESTATE, LLC; )  
 )  
Defendants. )

**AMENDED COMPLAINT**

Plaintiff, DHS Indy LLC (“Plaintiff” or “DHS”), by counsel, for its Amended Complaint against Defendants, alleges and states as follows:

## **PARTIES, JURISDICTION AND VENUE, BACKGROUND**

1. Plaintiff, DHS Indy LLC is a California limited liability company with its principal office located at 5829 Constitution Way, Redding, CA 96003.

2. Defendant, Oceanpointe Investments Limited (“Limited”), is an Indiana limited liability company with its principal office located at 11715 Fox Road, Suite 400-107, Indianapolis, IN 46236.

3. Defendant, Oceanpointe Property Management, LLC (“OPM, LLC”), is an Indiana limited liability company with its principal office located at 5868 E. 71st Street, Suite E340, Indianapolis, IN 46220.

4. Defendant, Ocean Point Property Management LLC (“Ocean”), is an Indiana limited liability company with its principal office located at 1775 N. Sherman Drive, Suite A, Indianapolis, IN 46218.

5. Defendant, JP Anderson Realty Group d/b/a Oceanpointe Property Management (“JP Anderson”), is an Indiana limited liability company with its principal office located at 5868 E. 71st Street, E340, Indianapolis, IN 46220.

6. Defendant, Indy Jax Properties, LLC (“Indy Jax”), is an Indiana limited liability company with its principal office located at 11715 Fox Road, Suite 400-107, Indianapolis, IN 46236.

7. Defendant, Indy Jax Wealth Holdings, LLC (“Indy Wealth”), is an Indiana limited liability company with its principal office located at 11715 Fox Road, Suite 400-107, Indianapolis, IN 46236.

8. Defendant, Morris Invest, LLC (“Morris Invest”), is a New Jersey limited liability company with its principal office located at 100 Charles Ewing Blvd, Suite 160, Ewing, NJ 08628.

9. Defendant, Clayton Morris (“Clayton Morris”), is a male adult and a resident of the State of New Jersey residing at 29 Deerfield Drive, Florham Park, NJ 07932, and is the owner/operator of Morris Invest.

10. Defendant, Bert Whalen (“Whalen”), is an adult male and resident of the State of Indiana, and authorized agent, owner/operator of Limited, OPM, LLC, Ocean, and JP Anderson (collectively, “Oceanpointe”).

11. Defendant, Linzi Del Conte (“Del Conte”), is an adult female and resident of the State of New Jersey, and the Transaction Coordinator, authorized agent, owner/operator of Morris Invest.

12. Defendant, Chris Neuser (“Neuser”), is an adult male and a resident of the State of Indiana, and the manager, owner/operator of Indy Jax and Indy Wealth.

13. Defendant, Nicole Meckley (“Meckley”), is an adult female and a resident of the State of New Jersey, and the Operations Manager, authorized agent, owner/operator of Morris Invest.

14. Defendant, Karen Schnabel (“Schnabel”), is an adult female and resident of the State of Indiana, and authorized agent of Indy Jax.

15. Defendant, Blue Sky Property Management, LLC f/k/a Boardwalk Real Estate, LLC (“Boardwalk”, collectively “Blue Sky”), is an Indiana limited liability company with its principal office located at 5868 E. 71st Street, Suite E340, Indianapolis, IN 46220, which is owned and operated by Defendant, Clayton Morris.

16. The property in controversy is located at 1509 Asbury Street, Indianapolis, Marion County, Indiana 46203 (“Property”).

17. Jurisdiction and Venue are proper pursuant to Indiana Trial Rule 4.4(A)(1), Indiana Trial Rule 4.6(A)(1), and Indiana Trial Rule 75(A).

## FACTS

18. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

19. Plaintiff is the owner in fee simple of the Property, having purchased the Property for investment purposes.

20. Clayton Morris, individually and through Morris Invest, is engaged in the business of recruiting real estate investors from outside the State of Indiana to purchase real estate within the State of Indiana.

21. Clayton Morris, individually and through Morris Invest, presents real estate investment opportunities, such as the Property, to sell to investors, including Plaintiff.

22. Clayton Morris, individually and through Morris Invest, advertises himself and Morris Invest as expert real estate investors, and conducts courses on real estate and real estate investing to the public, including Plaintiff, to promote, advertise and solicit the public to retain his services and those of his company. A true, exact and authentic copy of Clayton Morris' and/or Morris Invests' YouTube library is attached hereto, incorporated herein, and made a part hereof as Exhibit A.

23. As part of the course and marketing efforts of Clayton Morris and Morris Invest, Clayton Morris, individually and through Morris Invest, states that he and his company will continue to work with their clients, including Plaintiff, upon the completion of the course, assisting with the real estate investment process and with the management of the investment properties.

24. Clayton Morris, individually and through Morris Invest, presented the Property to Plaintiff for investment purposes, and as part of the sale, marketed services to Plaintiff, including, but not limited to rehab/repair of the Property, market the Property to prospective

tenants for the generation of rental income, and management of the Property on behalf of Plaintiff, including, but not limited to collecting rents and handling maintenance requests.

25. On or about January 30, 2018, Plaintiff, through its member Danny Gomes, and Clayton Morris, **individually**, executed a purchase agreement (“Agreement”) wherein Plaintiff, as Buyer, agreed to purchase, and Clayton Morris, **individually as Seller**, agreed to sell the Property for a purchase price of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) (“Purchase Price”). A true, exact and authentic copy of the Agreement is attached hereto, incorporated herein, and made a part hereof as Exhibit B (emphasis added).

26. Paragraph 7 of the Agreement reads, “The closing of the sale (the “Closing Date”) shall be on or before **02/07/2018...**” See Exhibit B (emphasis added).

27. Paragraph 8.B of the Agreement reads, “Seller **shall** maintain the Property in its **present condition** until its possession is delivered to Buyer, **subject to repairs in response to any inspection.**” See Exhibit B (emphasis added).

28. Paragraph 8.C of the Agreement reads, “**Risk of loss by damage or destruction** to the Property **prior to closing shall be borne by Seller.** In the event any damage or destruction is not fully repaired prior to closing, **Buyer, at Buyer’s option**, may either (a) terminate this Agreement or (b) **elect to close the transaction**, in which event Seller’s **right to all insurance proceeds** resulting from such damage or destruction **shall be assigned** in writing by Seller to Buyer.” See Exhibit B (emphasis added).

29. Paragraph 21 of the Agreement reads, “Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally **entitled to recover court costs and reasonable attorney’s fees from the non-prevailing party.**” See Exhibit B (emphasis added).

30. Paragraph 22.G of the Agreement reads, “**This Agreement** shall be construed under and in accordance with the laws of the State of Indiana and **is binding upon the parties’ respective heirs, executors, administrators, legal representatives, successors, and assigns.**” See Exhibit B (emphasis added).

31. Paragraph 22.J of the Agreement reads, “**All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.**” See Exhibit B (emphasis added).

32. Lines 317 and 318 of the Agreement reveal the Seller’s Signature as **Clayton Morris, individually, and with no designation that Clayton Morris entered into the Agreement as an authorized agent or representative of any company or any other defendant.** See Exhibit B (emphasis added).

33. On January 30, 2018, Del Conte with Morris Invest emailed Plaintiff, writing:

Congratulations on signing your purchase agreement! Nicole our Operations Manager and myself will be taking you through the rest of the closing process. We will connect you to our title team and will help you to connect with our insurance team as well! Thank you and we look forward to helping you create long term legacy wealth!

A true, exact and authentic copy of the email chain is attached hereto, incorporated herein and made a part hereof as Exhibit C, page 3.

34. On January 31, 2018, Meckley with Morris Invest emailed Plaintiff and copied a member of the Morris Invest insurance team, requesting that team member contact Plaintiff about insurance. Meckley also advised Plaintiff that his Property would “be managed by Boardwalk property management.” See Exhibit C, page 3.

35. On January 30, 2018, Del Conte emailed Plaintiff welcoming Plaintiff to Morris Invest, and that the Morris Invest team was “excited to be on this journey with [Plaintiff].” The email forwarded the Purchase Agreement and advised Plaintiff that Morris Invest’s properties

move quickly. A true, exact and authentic copy of the email chain is attached hereto, incorporated herein and made a part hereof as Exhibit D, page 3.

36. On February 3, 2018, the Property was destroyed by fire (“Fire”); Plaintiff had no knowledge and received no notice of the fire damage to the Property.

37. At the time of the fire, the Agreement was a legally binding contract between Plaintiff and Clayton Morris; no mutually agreed change in Closing Date or termination of the Agreement was negotiated or reduced to writing, and as such **the Agreement had not terminated** by operation of the Agreement’s terms. See Exhibit B (emphasis added).

38. On February 7, 2018, Plaintiff closed on the purchase of the Property, within the Closing Date per Paragraph 7 of the Agreement. See Exhibit B.

39. Plaintiff proceeded with the purchase of the Property based on the representations of Clayton Morris and the AllCheck Inspection Report of the Property (“Inspection Report”), which was prepared for Morris Invest and provided to Plaintiff by Del Conte with Morris Invest. A true, exact and authentic copy of the Inspection Report is attached hereto, incorporated herein and made a part hereof as Exhibit E.

40. At Closing, Plaintiff paid the sales price of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) and received the combined closing documents and a warranty deed conveying the Property executed by the authorized agent, Karen Schnabel, of the titled owner, Indy Jax. A true, exact and authentic copy of the Combined Closing Statement is attached hereto, incorporated herein, and made a part hereof as Exhibit F.

41. Plaintiff received no assignment of interest at closing, reflecting the assignment of the interest of Clayton Morris, Seller of the Property, to Indy Jax, titled owner of the Property, but Plaintiff **was assured that Indy Jax held title to the Property as evidenced by the Warranty Deed**. See Exhibit F (emphasis added).

42. On or about March 12, 2018, Plaintiff received an email from Linzi Del Conte (“Del Conte”), Transaction Coordinator for **Morris Invest**, advising that **she would be Plaintiff’s point of contact during the rehab process, and she detailed how Morris Invest operates during “this phase of the process,” and advising that they “had [their] project manager in the field monitoring all job sites as well as [their] foreman and contractors,”** and that they **“project wrapping up any property within 90 days** (barring any unforeseen delays) **and during that process we let the team work their magic.”** See Exhibit D, page 1. (emphasis added).

43. In the March 12, 2018 email, Del Conte included two documents as Dropbox.com attachments, the AllCheck Inspection form (Exhibit C) and Invoice No. 0000332 dated January 30, 2018 from Indy Jax Wealth Holding, LLC invoicing for work performed, or to be performed, at the Property totaling \$23,0000.00. A true, exact and authentic copy of Invoice No. 0000332 is attached hereto, incorporated herein, and made a part hereof as Exhibit G.

44. According to verbal representations made by Clayton Morris in his course and marketing materials and in his representation made to Plaintiff, which were reiterated and reinforced by the March 12, 2018 email, **the rehabilitation and repair work to the Property was to be performed or arranged by Morris Invest, Clayton Morris and/or the Morris Invest “team work[ing] their magic,” including Morris Invest’s project manager, foreman and contractors, and that the rehab work would be completed within 90-days of closing.** See Exhibit D (emphasis added).

45. On or about March 28, 2018, Plaintiff received an email from Becky Stultz (“Stultz”), copied to Nicole Meckley (“Meckley”), Operations Manager with Morris Invest, in which Stultz advised that “[o]n March 2nd we became Blue Sky Property Management LLC.” The March 28, 2018 email included a welcome packet listing the services provided and a



property management agreement and forms for Plaintiff to review and sign, and it also included an assurance from Stultz that **an update would be sent to Plaintiff “shortly.”** A true, exact and authentic copy of the March 28, 2018 email is attached hereto, incorporated herein and made a part hereof as Exhibit H (emphasis added).

46. Plaintiff received a notice dated March 27, 2018, from the Marion County Public Health Department, citing the Property for violations for trash and debris on the Property (“Notice”). A true, exact and authentic copy of the March 27, 2018 Notice is attached hereto, incorporated herein and made a part hereof as Exhibit J.

47. On or about April 3, 2018, Plaintiff submitted the Notice to Del Conte with Morris Invest. In Plaintiff’s April 3 email, Plaintiff requested the **“contractors haul away the debris”** so he would not be fined and acknowledged that he would normally submit such notices to the property management company, but **“since [the Property is] still being rehabbed the property isn’t being managed by them yet.”** Del Conte advised Plaintiff to send the Notice to the **“violations department”** and that they would take care of the Notice. A true, exact and authentic copy of the April 3, 2018 emails is attached hereto, incorporated herein and made a part hereof as Exhibit J, pages 3-4 (emphasis added).

48. On April 4, 2018, the City Violations Department of Oceanpointe Property Management acknowledged receipt of the Notice and that the Notice was sent to its **“maintenance department to be cleared.”** See Exhibit J, page 1 (emphasis added).

49. Plaintiff received a subsequent violation notice from the City of Indianapolis dated April 6, 2018 ordering Plaintiff to board the Property (“Order to Board Structure”), which Plaintiff submitted to Oceanpointe and Morris Invest. **Plaintiff was advised that the Order to Board Structure was forwarded to maintenance.** A true, exact and authentic copy of the Order to Board Structure is attached hereto, incorporated herein and made a part hereof as Exhibit K,

and a true, exact and authentic copy of the April 6, 2018 emails between Plaintiff and representatives of Morris Invest and Oceanpointe Property Management is attached hereto, incorporated herein and made a part hereof as Exhibit L (emphasis added).

50. Beginning on or about April 26, 2018, Plaintiff exchanged emails with a representative of Oceanpointe Violations Department about the demolition order from the City of Indianapolis, court hearing and a billing letter from the Board of Health for trash and debris on the Property and indicating that **the representative would contact Bert (Whalen) “to see if Oceanpointe or the owner will need to pay”, and advising that the representative would “be the person attending the hearing.”** Del Conte responded to the email thanking Oceanpointe’s Violation Team and advising that **Plaintiff’s Property is managed by Blue Sky** and that Del Conte would forward the information about the Property to Blue Sky. A true, exact and authentic copy of the emails beginning on or about April 26, 2018, is attached hereto, incorporated herein and made a part hereof as Exhibit M, page 4 (emphasis added).

51. Boardwalk Real Estate LLC became Blue Sky Property Management LLC, and Blue Sky executed a property management agreement with Plaintiff dated February 9, 2018 for the management of the Property, including, but not limited to leasing and maintenance. A true, exact and authentic copy of the Blue Sky Property Management LLC property management agreement is attached hereto, incorporated herein and made a part hereof as Exhibit N.

52. Blue Sky promoted its team as having **“a combined 30 years of property management experience; but we have also brought in key members with expertise** in areas such as process improvement, client relations, **construction management** and customer service.” Blue Sky’s property management agreement also advised its clients on the **handling of notices, orders to appear, and violation tickets from the City of Indianapolis or Board of Health**, instructing clients to submit the notices to [violations@blueskyteam.net](mailto:violations@blueskyteam.net), and noting that

“[t]hese notices are not uncommon with rental properties in Indianapolis, **but we will address these on a priority basis.**” “Our goal at Blue Sky PM is to remove the legwork and uncertainty from your **hands-off real estate investment** but if you have any questions regarding the management of your property, please let us know.” See Exhibit N, pages 1, 3 (emphasis added).

53. Among the services Blue Sky contracted to perform for, and on behalf of, Plaintiff include the following: advertisement, leasing, rent collection, legal proceedings, rent disbursement, and maintenance and labor, for which Blue Sky would charge fees and repair expenses. See Exhibit N, pages 4-5.

54. On or about April 30, 2018, Plaintiff received an email from Andrew Chandler, Property Safety Inspector for the City of Indianapolis, forwarding an Order to Demolish and Notice of Hearing and a Notice of Payment Due from the Marion County Department of Health, which Plaintiff submitted to Oceanpointe. True, exact and accurate copies of the Order to Demolish and Notice of Hearing and Notice of Payment Due are attached hereto, incorporated herein and made a part hereof as Exhibit O, and the April 30, 2018, email from Andrew Chandler is attached hereto, incorporated herein and made a part hereof as Exhibit P.

55. On April 30, 2018, Plaintiff emailed that he was notified of a fire at the Property and that Plaintiff was sent photos of the fire-damaged Property that were taken on March 21, 2018, and **Plaintiff questioned “why this wasn’t caught before getting this letter from the city [sic] more than a month later.”** See Exhibit M, page 3 (emphasis added).

56. On or about April 30, 2018, Plaintiff received and responded to an email from Stultz with Blue Sky regarding the hearing on the City’s order. **Stultz advised that she would “have someone at the hearing tomorrow.”** A true, exact and authentic copy of the April 6, 2018 emails between Plaintiff and Stultz is attached hereto, incorporated herein and made a part hereof as Exhibit Q, page 1. (emphasis added).

57. On or about April 30, 2018, Plaintiff contacted the City of Indianapolis inspector who issued the code violation notice, and Plaintiff was informed that the Property was involved in a fire on February 3, 2018 and suffered significant damage. The inspector sent Plaintiff a copy of the Indianapolis Fire Department Report. True, exact and accurate of the Indianapolis Fire Department Report and photos are attached hereto, incorporated herein and made a part hereof as Exhibit R.

58. On or about April 30, 2018, Meckley with Morris Invest, emailed Plaintiff advising Plaintiff that his insurance would need to be contacted; however, the fire occurred February 3, 2018 and Plaintiff did not close or take possession of the Property until February 7, 2018. Meckley also advised that Plaintiff could **“speak to Charlie (presumably a part of the Morris Invest Team) directly about what had been done with the rehab to date, I do know that there were some delays due to the harsh winter but I also know that this rehab had started.”** See Exhibit M, page 2 (emphasis added).

59. On or about May 9, 2018, Plaintiff exchanged emails with Meckley, Clayton Morris and Del Conte were copied, about the Property being destroyed by fire. **Meckley advised that she “was honestly...simply confused and [she would] need to speak to all teams involved.”** A true, exact and authentic copy of the May 9, 2018, emails are attached hereto, incorporated herein and made a part hereof as Exhibit S, page 1. (emphasis added).

60. On May 11, 2018, Meckley emailed Gomes informing him that she was **“still digging into this and trying to see if the seller on this property had insurance coverage prior to closing”** and advising Plaintiff that the Property **“was boarded up by a contractor and it was paid for so please inform the contact on this letter that it was handled and you will not be paying this charge to the county.”** Gomes responded that he would refer inquiries to Meckley as well as the property managements **“as this is their job to clear theses notices”** and

that Gomes did not have time, which was “**why [he] chose to use Morris Invest and a property management company.**” A true, exact and authentic copy of the May 11, 2018, emails are attached hereto, incorporated herein and made a part hereof as Exhibit T, page 1 (emphasis added).

61. During the time between the Closing on February 7, 2018 and April 30, 2018, Plaintiff was advised of various companies tasked with the property management, rehabilitation and repair of the Property, including Morris Invest, Blue Sky, Oceanpointe, and Boardwalk.

62. The fire that destroyed the Property occurred on February 3, 2018, which was **4-days before the closing on February 7, 2018** (emphasis added).

63. Plaintiff was never advised by any of the Defendants about the fire or the destruction of the Property prior to the Closing or during the months following the Closing.

64. Upon information and belief, the Property is scheduled for demolition, or has been demolished, at the direction of the City, with the cost to be assessed to Plaintiff.

#### **COUNT I: BREACH OF CONTRACT – CLAYTON MORRIS**

65. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

66. Clayton Morris, individually, executed the Agreement, binding himself to its terms. See Exhibit B.

67. The Closing Date for the sale and conveyance of the Property occurred on February 7, 2018, within the time allotted by Paragraph 7 of the Agreement.

68. The Agreement was not terminated and therefore is binding upon the parties, and pursuant to Paragraph 22.G, the Agreement is binding upon the parties’ respective heirs, executors, administrators, legal representatives, successors and assigns. See Exhibit B.

69. Pursuant to Paragraph 22.I of the Agreement, “[a]ll rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.” See Exhibit B (emphasis added).

70. Pursuant to Paragraph 8.B of the Agreement, Clayton Morris was obligated to “maintain the Property in its present condition until its possession is delivered to Buyer.”

71. Pursuant to Paragraph 8.C of the Agreement, **the risk of loss by damage or destruction to the Property prior to Closing shall be borne by the Seller, Clayton Morris,** who was obligated to assign to Plaintiff his rights to all insurance proceeds for any damage and destruction to the Property. See Exhibit B (emphasis added).

72. On February 3, 2018, prior to the Closing and conveyance of the Property, and within the term of the Agreement, the Property was destroyed by fire.

73. Clayton Morris breached the Agreement when he failed to deliver to Plaintiff the Property in the same or similar condition as when the Agreement was executed.

74. Clayton Morris breached the Agreement when he failed to assign any insurance proceeds to Plaintiff for the damage and destruction of the Property.

75. Clayton Morris breached the Agreement when he failed to notify Plaintiff that the Property was destroyed by fire on February 3, 2018.

76. As the Property was destroyed prior to the Closing, and within the term of the Agreement, the risk of loss is borne by the Seller, Clayton Morris.

77. All rights, duties and obligations of the parties survived the passing of title of the Property and continue to survive.

78. Plaintiff is entitled to a judgment against Clayton Morris for Plaintiff’s damages suffered due to Clayton Morris’ breach of the Agreement, including, but not limited to the Purchase Price, closing costs, property taxes, demolition, fines and costs.

79. Plaintiff is entitled to attorney's fees and costs for bringing this cause of action pursuant to Paragraph 21 of the Agreement.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendant, Clayton Morris, in an amount necessary to compensate Plaintiff for all expectancy and other damages, to be determined at trial, together with attorney's fees, costs, prejudgment and post judgment interest and for all other relief just and proper in the premises.

**COUNT II: BREACH OF CONTRACT – CLAYTON MORRIS, MORRIS INVEST, LLC, INDY JAX WEALTH HOLDINGS, LLC, OCEANPOINTE, AND BLUE SKY PROPERTY MANAGEMENT, LLC**

80. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

81. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Clayton Morris for the purchase and delivery of the Property in good, rental condition, including but not limited to, Purchase Agreement, Combined Closing Statements, email correspondence and Invoice. See Exhibits B, C, D, F and G.

82. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Clayton Morris for the rehabilitation and repair of the Property, including but not limited to, Purchase Agreement, Combined Closing Statements, email correspondence, and Invoice. See Exhibits B, C, D, F and G.

83. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Morris Invest for the rehabilitation and repair of the Property, including but not limited to, Purchase Agreement, Combined Closing Statements, email correspondence, and Invoice. See Exhibits B, C, D, F and G.

84. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Indy Wealth for the rehabilitation and repair of the Property, including but not limited to, the Invoice. See Exhibits F and G.

85. Indy Wealth charged Plaintiff \$23,000.00 for repairs purportedly performed or to be performed, to the Property. See Exhibit G.

86. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Oceanpointe for the rehabilitation, repair and management of the Property. See Exhibits J, L and M.

87. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Boardwalk for the rehabilitation, repair and management of the Property. See Exhibit N.

88. Plaintiff entered into contracts and agreements, both written and oral, and directly and indirectly, as described in Plaintiff's Complaint with Blue Sky for the rehabilitation and repair of the Property, including but not limited to, the Blue Sky Property Management LLC property management agreement. See Exhibit M and N.

89. Del Conte advised Plaintiff that she and Morris Invest would be Plaintiff's point of contact during the rehab process and Del Conte described the Morris Invest "process," listing the professionals Morris Invest employed as part of its "team" to "work their magic" rehabbing Plaintiff's Property, including a project manager, foreman, and contractors. See Exhibit D.

90. Plaintiff received the March 27, 2018, Notice and presented the Notice to Del Conte and Morris Invest. See Exhibit I.

91. On March 28, 2018, Plaintiff was advised by Stultz that its prior property manager, Boardwalk, became Blue Sky on March 2, 2018, and that Stultz would provide an update "shortly" on Plaintiff's Property. See Exhibit H.



92. The Property was destroyed by Fire on February 3, 2018, four days prior to Plaintiff taking title and possession of the Property.

93. No property management of the Property was performed by any of the Defendants.

94. Plaintiff was advised by the City of code violations and the Fire, and Plaintiff emailed the notices to Clayton Morris, Del Conte and Meckley, with Morris Invest, the Violations Department of Oceanpointe, and Stultz with Blue Sky f/k/a Boardwalk. The Defendants alleged ignorance of the damage.

95. Stultz submitted a property management agreement from Blue Sky, as the renamed company for Boardwalk, for Plaintiff's signature. Plaintiff, with no knowledge of the Fire, signed and returned the contract.

96. Clayton Morris, Morris Invest, Oceanpointe, Blue Sky and its predecessor Boardwalk, and Indy Wealth entered into written and/or verbal agreements to perform property management duties on behalf of Plaintiff to keep the Property in good, rental condition.

97. Clayton Morris, failed to perform as required by the contracts and/or agreements.

98. Morris Invest failed to perform as required by the contracts and/or agreements.

99. Indy Wealth failed to perform as required by the contracts and/or agreements.

100. Oceanpointe failed to perform as required by the contracts and/or agreements.

101. Blue Sky and its predecessor Boardwalk failed to perform as required by the contracts and/or agreements.

102. Defendants failed to perform as required or agreed by the contracts or the agreement of the parties.

103. Plaintiff has made demand upon Defendants. A true, exact and authentic copy of said demand is attached hereto, incorporated herein, and made a part hereof as Exhibit U.

104. Defendants have not disputed such demand.

105. Defendants continue to be in breach of contract.

106. As a result of Defendants' breach of contract and failure to perform as agreed by the parties, Plaintiff has suffered damages.

107. As a result of Defendants' breach of contract and failure to perform as agreed by the parties, Plaintiff has incurred attorney's fees and costs.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, LLC, Indy Wealth Holdings, LLC, Oceanpointe Investments Limited, Oceanpointe Property Management, LLC, Ocean Point Property Management, JP Anderson Realty Group LLC, d/b/a Oceanpointe Property Management, and Blue Sky Property Management, LLC in an amount necessary to compensate Plaintiff for all expectancy and other damages, to be determined at trial, together with attorney's fees, costs, prejudgment and post judgment interest and for all other relief just and proper in the premises.

**COUNT III: FRAUD - CLAYTON MORRIS, MORRIS INVEST, LLC, INDY WEALTH, DEL CONTE, MECKLEY, SCHNABEL, AND NEUSER**

108. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

109. Plaintiff paid the sum of Fifty-Two Thousand Five Hundred Dollars ("\$52,500.00) to purchase the Property ("Purchase Price").

110. Twenty-Five Thousand (\$23,000.00) of the Purchase Price was payment by Plaintiff to Indy Jax Wealth Holdings LLC to rehabilitate and/or repair of the Property to prepare the Property for rental purposes. See Exhibit G.

111. Further, Clayton Morris, individually and though Morris Invest, represented to Plaintiff through the marketing materials (Exhibit A) and through oral communication that the Purchase Price included rehabilitation and repair of the Property.

112. Del Conte emailed Plaintiff that she was Plaintiff's "point of contact during the rehab process," and she described Morris Invest's rehab process, including the Morris Invest "team." Del Conte also advised that Morris Invest had its project manager in the field monitoring all job sites. Del Conte sent the email on March 12, 2018, or 38 days after the Property was destroyed by fire. See Exhibit D.

113. Meckley emailed Plaintiff on April 30, 2018, advising Plaintiff that he should talk to a member of the Morris Invest "team" about the rehab work performed at the Property. Meckley also stated that she was aware of the weather delays, but that she knew that the rehab had started on Plaintiff's Property; however, the Property was destroyed four days before Closing and the conveyance of the Property to Plaintiff in exchange for his payment of the Purchase Price. See Exhibit M.

114. The rehabilitation services were not provided to the Property.

115. The Property was destroyed by Fire four days prior to Plaintiff acquiring title to the Property and remitting the Purchase Price, which included the rehab fee.

116. Clayton Morris intended that Plaintiff would be deceived by his representations.

117. Del Conte intended that Plaintiff would be deceived by her representations.

118. Meckley intended that Plaintiff would be deceived by her representations.

119. Morris Invest intended that Plaintiff would be deceived by its representations.

120. Indy Jax, and its representatives, including, but not limited to Neuser and Schnabel, intended that Plaintiff would be deceived by their representations.

121. Plaintiff reasonably relied on the representations of Clayton Morris, Morris Invest, Del Conte, Meckley and Indy Jax.

122. As a direct and proximate cause of the defendants' representations, Plaintiff has incurred damages at a cost to be determined at trial.

123. As a direct and proximate cause of defendants' representations, Plaintiff has incurred attorney's fees and costs of litigation.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, LLC, Indy Jax Wealth Holdings, LLC, Linzi Del Conte, Nicole Meckley, Chris Neuser, and Karen Schnabel, in an amount necessary to compensate Plaintiff to be determined at trial, for punitive damages, attorney's fees, costs, prejudgment and post-judgment interest, and for all other relief just and proper in the premises

**COUNT IV: FRAUD - INDY JAX PROPERTIES, LLC, NEUSER AND SCHNABEL**

124. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

125. Plaintiff entered into a Purchase Agreement with Clayton Morris to purchase the Property.

126. Plaintiff was not provided with any assignment of interest or assignment of the Purchase Agreement from Clayton Morris to Indy Jax.

127. Plaintiff rightfully believed that Clayton Morris was the rightful owner of the Property; however, when the Property was conveyed and transferred to Plaintiff, a warranty deed and Combined Closing Statement were produced showing the Property was owned by Indy Jax.

128. When the Property was conveyed and transferred to Plaintiff, a warranty deed and Combined Closing Statement were produced showing the Property was owned by Indy Jax.

129. Karen Schnabel, authorized agent for Indy Jax, signed the Seller's Acknowledgement of Condition of Property and Waiver of Inspection Reports, certifying to Plaintiff that the condition of the Property was substantially the same as it was when the disclosure form was executed.

130. Karen Schnabel and Indy Jax made material representations regarding the condition of the Property which were false.

131. Said representation by Karen Schnabel was false as the Property was destroyed by fire four days prior to the Closing.

132. Karen Schnabel, with knowledge of or in reckless ignorance of the representation's falsity, made such material representations to Plaintiff.

133. Schnabel, Neuser, Indy Jax and their agents/representatives, intended that Plaintiff be deceived by such representations.

134. As a direct result, Plaintiff suffered harm due to Indy Jax, Neuser, Schnabel and their agents/representatives' knowing misrepresentations regarding the true condition of the Property.

135. As a direct and proximate cause of such representations, Plaintiff has incurred damages, including attorney's fees and costs.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Indy Jax Properties, LLC, Chris Neuser, and Karen Schnabel in an amount necessary to compensate Plaintiff to be determined at trial, for punitive damages, attorney's fees, costs, prejudgment and post-judgment interest, and for all other relief just and proper in the premises.

**COUNT V: FRAUD– OCEANPOINTE, SCHNABEL, NEUSER AND INDY JAX**

136. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

137. Clayton Morris entered into a Purchase Agreement on January 30, 2018 to sell the Property to Plaintiff.

138. Indy Jax conveyed the Property at Closing on February 7, 2018, as the seller and titleholder of the Property and Karen Schnabel, agent for Indy Jax, signed the Combined Closing

Statement and the Seller(s) Acknowledgement of Condition of Property and Waiver of Inspection Reports, representing to Plaintiff as to the condition of the Property. See Exhibit F.

139. The Combined Closing Statement included a Quitclaim Deed of title to the Property from Oceanpoint Properties to Indy Jax dated February 7, 2018.

140. Oceanpoint held title to the Property on or around the date the Property was destroyed by fire.

141. The Closing on the sale, conveyance and transfer of the Property from Indy Jax to Plaintiff occurred on February 7, 2018.

142. The Property was destroyed by fire on February 3, 2018.

143. Indy Jax and/or its agents/representatives made material representations with knowledge of or in reckless ignorance of the representation's falsity.

144. Karen Schnabel made material representations with knowledge of or in reckless ignorance of the representation's falsity.

145. Oceanpointe and/or its agents/representatives made material representations with knowledge of or in reckless ignorance of the representation's falsity.

146. Indy Jax, and its representatives, including, but not limited to Neuser, intended Plaintiff be deceived by such representations.

147. Karen Schnabel intended Plaintiff be deceived by such representations.

148. Oceanpointe intended Plaintiff be deceived by such representations.

149. As a direct result, Plaintiff suffered harm due to Indy Jax, Karen Schnabel, and Oceanpointe's knowing misrepresentations regarding the condition of the Property and their failure to notify Plaintiff of the Property's destruction.

150. As a direct and proximate cause of such representations, Plaintiff has incurred damages, including attorney's fees and costs.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Indy Jax Properties LLC, Neuser, Schnabel, Oceanpointe Investments Limited, Oceanpointe Property Management, LLC, Ocean Point Property Management, and JP Anderson Realty Group LLC, d/b/a Oceanpointe Property Management, in an amount necessary to compensate Plaintiff to be determined at trial, for punitive damages, attorney's fees, costs, prejudgment and post-judgment interest, and for all other relief just and proper in the premises.

**COUNT VI: PROMISSORY ESTOPPEL - CLAYTON MORRIS, MORRIS INVEST, DEL CONTE, MECKLEY, NEUSER, SCHNABEL, STULTZ, INDY JAX, INDY WEALTH, OCEANPOINTE, AND BLUE SKY**

151. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein

152. Clayton Morris made promises, to wit, that the Property would be rehabilitated and repaired prior to transfer of title to Plaintiff, or within a reasonable period of time after the Closing, with expectations that Plaintiff would rely on same.

153. Morris Invest and/or its agents/representatives made promises, to wit, that the Property would be rehabilitated and repaired prior to transfer of title to Plaintiff, or within a reasonable period of time after the Closing, with expectations that Plaintiff would rely on same.

154. Del Conte made promises, to wit, that the Property would be rehabilitated and repaired prior to transfer of title to Plaintiff, or within a reasonable period of time after the Closing, with expectations that Plaintiff would rely on same.

155. Meckley made promises, to wit, that the Property would be rehabilitated and repaired prior to transfer of title to Plaintiff, or within a reasonable period of time after the Closing, with expectations that Plaintiff would rely on same.

156. Indy Jax and/or its agents/representatives, including, but not limited to Neuser and Schnabel, made promises, to wit, that the Property would be rehabilitated and repaired prior to

transfer of title to Plaintiff, or within a reasonable period of time after the Closing, with expectations that Plaintiff would rely on same.

157. Oceanpointe made promises, to wit, that Oceanpointe would rehabilitate the Property within a reasonable period of time after the transfer of title to Plaintiff, with expectations that Plaintiff would rely on same.

158. Boardwalk made promises, to wit, that Boardwalk would rehabilitate the Property within a reasonable period of time after the transfer of title to Plaintiff, with expectations that Plaintiff would rely on same.

159. Blue Sky made promises, to wit, that Blue Sky would rehabilitate the Property within a reasonable period of time after the transfer of title to Plaintiff, with expectations that Plaintiff would rely on same.

160. Plaintiff entered into purchase agreement for the purchase of the subject Property with Clayton Morris, the purchase price for the subject Property included payment for the promised rehab work to the Property; however, the Warranty Deed and HUD-1 Statement indicated Indy Jax as the seller and recipient of the proceeds from sale.

161. Oceanpoint, and its agents/representatives, including, but not limited to Whalen and Bastin profited by the misrepresentations and unfulfilled promises.

162. Plaintiff received notices from the City of violations at the Property, which Plaintiff submitted to defendants.

163. Plaintiff received the Indianapolis Fire Department Report and photos of the fire-damaged Property, which Plaintiff submitted to defendants.

164. The Property was destroyed by Fire on February 3, 2018, and the Notice, Order to Board and other notifications of problems with the Property were sent to Plaintiff over the weeks and months following the Closing.



165. Del Conte advised Plaintiff that she was the point of contact for Morris Invest during the rehab process, that Morris Invest had a project manager in the field monitoring all of the job sites, and that the estimated time of completion of the rehab of the Property was within 90 days, and yet no one on the Morris Invest team appeared to have any knowledge of the Fire, suggesting that no one was “monitoring” the Property job site.

166. Del Conte, Meckley and Oceanpointe were presented with violation notices by Plaintiff; however, no further investigation into the condition of the Property was conducted.

167. Indy Wealth submitted an Invoice detailing work performed, or to be performed, which cost for said work was incorporated into the Purchase Price.

168. Stultz, Blue Sky and its predecessor, Boardwalk, made representations that Plaintiff’s Property was being actively managed, which representations were false.

169. Oceanpointe made representations that one of its representatives would appear at the hearing on the City’s violations.

170. Blue Sky’s property management agreement promises to handle notices, orders to appear and violation tickets from the City of Indianapolis or Board of Health, addressing them on a priority basis. See Exhibit N.

171. Meckley informed Plaintiff on April 30, 2018 that she “[knew] that this rehab had started;” however, the Property was destroyed four days prior to the Closing.

172. Schnabel made promises and representations as to the condition of the Property at the Closing.

173. Indy Jax made promises and representations as to the condition of the Property at the Closing.

174. Defendants made promises and representations, which were false, and were made for the purpose of causing Plaintiff to substantially change his position by paying the Purchase Price and proceeding with the Closing, and by executing property management contracts.

175. Plaintiff reasonably relied upon said promises.

176. That the Property was never rehabilitated.

177. That the Property was destroyed by Fire four days prior to the Closing.

178. As a result of Plaintiff's reliance upon said promise, Plaintiff incurred damages, including, but not limited to the Purchase Price, fines, costs, and attorney's fees.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, Indy Jax, Indy Wealth, Del Conte, Meckley, Neuser, Stultz, Schnabel, Oceanpointe, and Blue Sky in an amount necessary to compensate Plaintiff for all expectancy and other damages, to be determined at trial, together with attorney's fees, costs, prejudgment and post-judgment interest, and for all other relief just and proper in the premises.

**COUNT VII: BUSINESS OPPORTUNITY DECEPTION - CLAYTON MORRIS,  
MORRIS INVEST, INDY JAX, AND INDY WEALTH**

179. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein

180. Clayton Morris did knowingly fail to comply with the Indiana Business Opportunity Transaction Act. I.C. §24-5-8.

181. Morris Invest did knowingly fail to comply with the Indiana Business Opportunity Transaction Act. I.C. §24-5-8.

182. Indy Jax did knowingly fail to comply with the Indiana Business Opportunity Transaction Act. I.C. §24-5-8.

183. Clayton Morris solicited an investment from Plaintiff of Twenty-Three Thousand Dollars (\$23,000.00) in exchange for Clayton Morris to rehabilitate/repair the Property.

184. Morris Invest solicited an investment from Plaintiff of Twenty-Three Thousand Dollars (\$23,000.00) in exchange for Morris Invest to rehabilitate/repair the Property.

185. Indy Wealth solicited an investment from Plaintiff of Twenty-Three Thousand Dollars (\$23,000.00) in exchange for Indy Wealth to rehabilitate/repair the Property.

186. Defendants deceived Plaintiff by promising to rehabilitate the Property upon Plaintiff's investment, but never actually undertaking the actions to fulfill that promise.

187. Defendants failed to put in writing a detailed description of every service that Defendants agreed to undertake for the Plaintiff.

188. That because of the deceitful actions of the Defendants, Plaintiff has been damaged.

189. Pursuant to the Indiana Business Opportunity Transaction Act I.C. §24-5-8-17, Plaintiff is entitled to bring an action for recovery of its actual damages, including attorney's fees and costs.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, LLC, Indy Jax Properties, LLC and Indy Jax Wealth Holdings, LLC, in an amount necessary to compensate Plaintiff for all expectancy and other damages, to be determined at trial, together with attorney's fees, costs and for all other relief just and proper in the premises.

**COUNT VIII: FRAUD IN THE INDUCEMENT - CLAYTON MORRIS,  
MORRIS INVEST, DEL CONTE, MECKLEY, NEUSER, INDY JAX,  
INDY WEALTH AND SCHNABEL**

190. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

191. Plaintiff entered into a Purchase Agreement with Clayton Morris to purchase to purchase the Property for investment purposes and with the intent of renting the Property.

192. Del Conte and Meckley made promises and representations about the rehab process and the Morris Invest “team” with the intent that Plaintiff rely on those representations and proceed with the Closing on the Property.

193. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and Indy Wealth were informed and aware of Plaintiff’s purpose for purchasing the Property.

194. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth produced the Inspection Reports to induce Plaintiff to proceed with the purchase of the Real Estate.

195. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth induced Plaintiff to pay an additional \$23,000.00 for the purchase of the Property to be applied to the rehabilitation and repair of the Property to ready it for rental.

196. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth knew, or should have known, that the Property was irreparably damaged by fire prior to the Closing date.

197. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth proceeded with the Closing on the Property in reckless disregard of the actual condition of the Property.

198. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth had no intention either at the time the Purchase Agreement was executed or during the Closing of performing the rehabilitation or repair work on the Property or using the additional \$23,000.00 paid by Plaintiff for that purpose.

199. Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax and/or Indy Wealth induced Plaintiff into purchasing the Property for the purpose of perpetuating a fraud upon Plaintiff.

200. As a result of Defendants' fraudulent inducement, Plaintiff has suffered damages.

201. As a result of Defendants' fraudulent inducement, Plaintiff has incurred attorney's fees and costs.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Indy Jax, and Indy Wealth in an amount necessary to compensate Plaintiff to be determined at trial, for punitive damages, attorney's fees, costs, prejudgment and post-judgment interest and for all other relief just and proper in the premises.

**COUNT IX: QUANTUM MERUIT AND UNJUST ENRICHMENT –  
CLAYTON MORRIS, MORRIS INVEST, DEL CONTE, MECKLEY,  
INDY JAX, INDY WEALTH, AND KAREN SCHNABEL**

202. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein

203. Plaintiff performed his obligations under the Purchase Agreement and Combined Closing Statements by remitting the Purchase Price of \$52,500.00 to Clayton Morris, Morris Invest, Karen Schnabel and/or Indy Jax.

204. The Purchase Price paid by Plaintiff was payment for the conveyance of the Property in condition for rental and included \$23,000.00 to be used to rehab the Property.

205. Clayton Morris, Morris Invest, Karen Schnabel and/or Indy Jax failed or refused to convey the Property in condition to rent or to perform any rehabilitation or repair work as agreed.

206. As a result, Clayton Morris, Morris Invest, Karen Schnabel and/or Indy Jax profited by the misrepresentations and unfulfilled promises.

207. Indy Wealth produced an Invoice for work performed, or to be performed, reflecting the cost of such work to be \$23,000.00.

208. Neuser is believed to have directly benefitted by virtue of his association with Indy Jax and Indy Wealth.

209. Del Conte and Meckley are believed to have directly benefitted by virtue of their association with Morris Invest.

210. As such, the Defendants have and are continuing to receive measurable benefits of the payments made by Plaintiff and their retention of such benefits without the delivery of rental-ready real property as required under the Purchase Agreement, Combined Closing Statement or Invoice is unjust to the Plaintiff.

211. Accordingly, the Plaintiff is entitled to relief from the Defendants under the equitable doctrine of quantum meruit and unjust enrichment.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays for judgment in its favor against Defendants, Clayton Morris, Morris Invest, Del Conte, Meckley, Schnabel, Neuser, Indy Jax, and Indy Wealth, in an amount necessary to compensate Plaintiff for all expectancy and other damages, to be determined at trial, together with attorney's fees, costs and for all other relief just and proper in the premises.

**COUNT X: OFFENSE AGAINST PROPERTY – ALL DEFENDANTS**

212. Plaintiff incorporates by reference the foregoing paragraphs of this Amended Complaint, as if fully restated herein.

213. Pursuant to Indiana Code §34-24-3-1, a person who suffers a pecuniary loss as a result of a violation of I.C. §35-43 is allowed to bring a civil action to recover an amount not to exceed three times the actual damages, costs, attorney's fees and other statutory damages.

214. Defendants fraudulently transferred the Property, which was destroyed by fire, causing damages to Plaintiff of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) plus attorney's fees and costs.

215. Plaintiff is entitled to treble damages plus attorney's fees, costs and additional statutory damages.

WHEREFORE, the Plaintiff, DHS Indy, LLC, prays the Court enter judgment in its favor against Defendants, Clayton Morris, Morris Invest, LLC, Indy Jax Properties, LLC, Indy Jax Wealth Holdings, LLC, Linzi Del Conte, Nicole Meckely, Chris Neuser, Karen Schnabel, Oceanpointe Investments Limited, Oceanpointe Property Management, LLC, Ocean Point Property Management, JP Anderson Realty Group LLC, d/b/a Oceanpointe Property Management, and Blue Sky Property Management, LLC in an amount to be determined at trial, for punitive damages, treble damages, attorney's fees, prejudgment and post judgment interest, and for all other relief just and proper in the premises.

Respectfully submitted,

/s/ Jynell D. Berkshire  
Jynell D. Berkshire, #21999-49  
BERKSHIRE LAW, LLC  
1320 E. Vermont Street  
Indianapolis, IN 46202  
PH: (317) 434-3000  
Email: [jynell@berkshirelawllc.com](mailto:jynell@berkshirelawllc.com)

*Counsel for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on February 18, 2019, a true and correct copy of the foregoing was filed electronically through the Court's e-filing system and that all attorneys of record

/s/ Jynell D. Berkshire  
Jynell D. Berkshire