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**IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

ROBIN I. BRESKY,

Plaintiff,

Case No.: _____

vs.

FBN: 179329

STACY LEVINE DESIGNS, INC.,
a Florida Corporation, and **STACY
LEVINE** (individually and as President
of the corporation),

Defendants.

_____ /

COMPLAINT

Plaintiff, ROBIN I. BRESKY (“BRESKY”), hereby sues Defendants, STACY LEVINE DESIGNS, INC. (hereinafter “SL DESIGNS”) and STACY LEVINE (“LEVINE”) for an accounting, conversion, civil theft, fraud in the inducement, fraud in the performance, unjust enrichment, and breach of contract, and in support thereof states:

THE PARTIES

1. Plaintiff BRESKY is an individual residing in Palm Beach County, Florida.
2. Defendant SL DESIGNS is a Florida corporation doing business in Palm Beach County and has its principal place of business in Palm Beach County, Florida.
3. Defendant LEVINE is an individual residing in Palm Beach County, Florida. LEVINE is also the President and a Director of SL DESIGNS.

JURISDICTION AND VENUE

4. This is an action which, upon information and belief, involves an amount in controversy and damages over \$30,000.00 (thirty thousand U.S. dollars).

5. This Court has jurisdiction over SL DESIGNS as a Florida Corporation doing business in Palm Beach County, Florida.

6. Under section 47.051, Fla. Stat., venue is proper in Palm Beach County, Florida, where Defendant SL DESIGNS has an office for transaction of its customary business. Venue is also proper in Palm Beach County as LEVINE's place of residence.

GENERAL ALLEGATIONS

7. On or after March 1, 2016, BRESKY entered into an oral contract with SL DESIGNS for interior decoration services for BRESKY's apartment in Boca Raton, Florida. LEVINE negotiated the agreement with BRESKY in LEVINE's capacity as President of SL DESIGNS.

8. The services of SL DESIGNS and LEVINE were to begin in the month of March 2016 and were to be completed by the month of May or June 2016. However, the services were not satisfactorily completed on time.

9. The services to be provided by SL DESIGNS and LEVINE included, *inter alia*, the selection, acquisition, and installation of decorative items, domestic furnishings, and fine furniture.

10. LEVINE on behalf of SL DESIGNS promised and agreed to acquire the items at wholesale (for the discounted prices available to SL DESIGNS or LEVINE as professionals in the interior decorator industry) and to provide them to BRESKY at cost,

without any markup or premium. Based on this promise by LEVINE and SL DESIGNS, BRESKY was induced to enter the agreement.

11. BRESKY agreed to pay a flat-fee commission of \$5,000.00 to SL DESIGNS, to be remitted by a payment of \$2,500.00 up-front and with a final payment of \$2,500.00 upon satisfactory completion of the services, including the service of acquiring the items at wholesale and providing them to BRESKY at cost without any markup.

12. For confirmation that SL DESIGNS and LEVINE were complying with their promise and agreement to acquire and provide the items to BRESKY at the professional discount cost without any markup or premium, BRESKY requested that SL DESIGNS and LEVINE provide receipts of the purchases from the suppliers of the items.

13. LEVINE, individually and on behalf of SL DESIGNS, promised and agreed to provide those receipts. Based on that promise and agreement, BRESKY was induced to enter the agreement for services by SL DESIGNS and LEVINE.

14. However, SL DESIGNS and LEVINE have failed to provide the receipts to BRESKY. Upon information and belief, SL DESIGNS and LEVINE have charged BRESKY far more than the promised and agreed wholesale cost for the items.

15. The decorative items and furnishings were to be of fine quality and sourced from reputable suppliers including craftsmen in Europe. For example, the bed for the master bedroom was to be crafted in Italy. However, BRESKY later discovered that the bed was actually manufactured in Mexico.

16. LEVINE often pressed for immediate payment for items acquired for BRESKY's apartment, as if there was an urgency to obtain cash. LEVINE often gambles

at one or more casinos or other gambling venues, and it appears that her gambling activities fueled a need for funds and tempted LEVINE to unlawfully seek additional revenue by wrongfully taking advantage of BRESKY.

17. Upon information and belief, BRESKY has suffered a loss and damages exceeding \$30,000 due to the actions of SL DESIGNS and LEVINE in violation of the oral contract and in violation of principles of honesty and equity.

18. BRESKY has also incurred legal fees and costs in this matter, which SL DESIGNS and LEVINE should reimburse to BRESKY.

COUNT I

ACCOUNTING

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for an equitable accounting, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 above as if fully set forth herein, and further alleges:

19. BRESKY hereby states a cause of action for an Accounting by pleading the following two elements recognized by Florida courts:¹

20. First, *Plaintiff and Defendant share a fiduciary relationship or entered a complex transaction.* LEVINE and/or SL DESIGNS share a fiduciary relationship with BRESKY where SL DESIGNS and LEVINE operated under a promise and agreement to obtain items at their wholesale/professional discount rate and provide them to BRESKY

¹ See, e.g., *F.A. Chastain Construction, Inc. v. Pratt*, 146 So. 2d 910, 913 (Fla. 3d DCA 1962) and cases cited therein.

at cost, and BRESKY trusted the Defendants to perform this service with honesty and integrity. It was also a complex transaction in that it involved a series of purchases of special items using the professional skill and judgment of the Defendants and those items were promised to be of special high quality.

21. Second, a remedy at law is inadequate. SL DESIGNS and/or LEVINE took advantage of BRESKY and abused BRESKY's trust in circumstances where BRESKY had relied upon the Defendants' professional skill and judgment to obtain items as promised, but the Defendants improperly marked up or improperly charged a premium and obtained certain inferior items from cheap sources and pocketed the difference in value. A remedy at law is inadequate, as an accounting is needed to determine the exact scope and amount of the illicit profits obtained by the Defendant(s) upon the items purchased, which can be calculated based on the prices actually paid by the Defendant(s) and the prices charged to BRESKY.

22. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for an accounting, along with an award of damages and prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT II

CONVERSION

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for conversion, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 as if fully set forth herein, and further alleges:

23. BRESKY hereby states a cause of action for conversion by pleading the following three elements recognized by Florida law:²

24. First, *Defendant committed an unauthorized act, or act of dominion wrongfully asserted.* LEVINE and/or SL DESIGNS wrongfully retained the illicit profits obtained by inflating the cost of items acquired at their professional discount/wholesale rate and/or by providing items of inferior quality or misrepresenting the origin of such items, such as by providing a bed made in Mexico instead of a bed crafted in Italy.

25. Second, *Defendant(s) exercised dominion over Plaintiff's property or deprived Plaintiff of her property permanently or for an indefinite time.* SL DESIGNS and/or LEVINE exercised dominion over BRESKY's funds and deprived BRESKY of those funds by improperly marking up or improperly charging a premium for the items that had been promised to be provided at the professional discount/wholesale rate. SL DESIGNS and/or LEVINE also exercised dominion over the receipts for those purchases and deprived BRESKY of the purchase receipts when they were BRESKY's rightful property and the Defendants had promised to provide them to BRESKY.

² See Fla. R. Civ. P. Form 1.939; *Warshall v. Price*, 629 So. 2d 903, 904 (Fla. 4th DCA 1993). Claims for economic damage based on conversion, civil theft, and fraud in the inducement are independent torts and thus actionable even if a contract exists between the parties. *Pershing Indus., Inc. v. Estate of Sanz*, 740 So. 2d 1246, 1248 (Fla. 3d DCA 1999).

26. Third, *the deprivation or dominion is inconsistent with Plaintiff's ownership interest in the property*. SL DESIGNS and/or LEVINE's took dominion of BRESKY's money and deprived BRESKY of her promised discount and of the purchase receipts for the acquisitions; and such actions were inconsistent with BRESKY's ownership of the promised discount and the purchase receipts that reflect purchases made on her behalf.

27. BRESKY is entitled to restitution and damages for the Defendant's(s') wrongful conversion.

28. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for conversion, along with an award of damages and prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT III

CIVIL THEFT

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for civil theft, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 as if fully set forth herein, and further alleges:

29. BRESKY hereby states a cause of action for civil theft by pleading the

following elements recognized by Florida law:³

30. First, *Defendant knowingly obtained or used, or endeavored to obtain or to use, the property of the Plaintiff with intent to, either temporarily or permanently: (a) deprive the Plaintiff of a right to the property or a benefit from the property, or (b) appropriate the property to Defendant's(s') use or to the use of any person not entitled to the use of the property.* LEVINE and/or SL DESIGNS wrongfully obtained or used BRESKY's funds by inflating the cost of items acquired at their professional discount/wholesale rate (or by knowingly and intentionally providing to BRESKY items of inferior quality or misrepresenting the origin of such items, such as by providing a bed made in Mexico instead of a bed crafted in Italy).

31. Second, *Defendants had criminal intent.* SL DESIGNS and LEVINE clearly intended to do what they did, which were acts of deceit, dishonesty, and theft. They intended to deprive BRESKY of the purchase receipts and her rightful funds and/or to improperly use BRESKY's funds, thus having a criminal intent as required for this count of Civil Theft.

32. Third, *where the property at issue is also the subject of a contract between the parties, there was an intricate sophisticated scheme of deceit and theft.* SL DESIGNS and/or LEVINE engaged in an intricate, sophisticated scheme of theft by surreptitiously deceiving BRESKY, charging her a higher price after obtaining the items at their professional discount/wholesale cost and by deceitfully providing inferior-quality items

³ See § 812.014(1), Fla. Stat.; *Gersh v. Cofman*, 769 So. 2d 407, 409 (Fla. 4th DCA 2000). Claims for economic damage based on civil theft are independent torts and thus actionable even if a contract exists between the parties. *Pershing Indus., Inc. v. Estate of Sanz*, 740 So. 2d 1246, 1248 (Fla. 3d DCA 1999).

such as a bed made in Mexico instead of a high-quality bed crafted in Italy, and then concealing or refusing to turn over the receipts to BRESKY.

33. REQUEST FOR TREBLE DAMAGES.-- BRESKY is entitled to threefold the actual damages sustained by the civil theft, and reasonable attorney's fees and court costs in the trial and appellate courts, pursuant to section 772.11(1), Fla. Stat.

34. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for civil theft, along with restitution and damages, including threefold damages under section 772.11(1), Fla. Stat., and prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT IV

FRAUD IN THE INDUCEMENT

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for fraud in the inducement, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 as if fully set forth herein, and further alleges:

35. BRESKY hereby states a cause of action for fraud in the inducement by

pleading the following four elements recognized by Florida law:⁴

36. First, *Defendant made a false statement regarding a material fact*. LEVINE and/or SL DESIGNS falsely stated to BRESKY that they would obtain the items at their professional discount/wholesale rate and pass along those savings to BRESKY at cost, without a markup. Defendant(s) also stated falsely that the items, or certain items, would be obtained from certain locales known for high-quality craftsmanship such as Italy.

37. Second, *Defendant knew or should have known the representation was false*. SL DESIGNS and/or LEVINE knew or should have known that their statements were false when they actually intended to charge, and did charge, BRESKY more for the items than agreed, and by failing to provide the items wholesale “at cost.” The Defendant(s) also knew or should have known that their representations were false when they obtained and provided to BRESKY items of inferior quality or misrepresented the origin of such items, such as by providing a bed manufactured in Mexico instead of a bed crafted in Italy. Additionally, the Defendants knew or should have known that their promise to provide receipts was false.

38. Third, *Defendant(s) intended that the representation induce Plaintiff to act on it*. SL DESIGNS and/or LEVINE intended that their false representations in the preceding paragraph would induce BRESKY to act on the representations by entering into an agreement for the Defendant(s) to provide interior-decoration services to BRESKY and to purchase the items to be acquired by the Defendant(s).

⁴ See, e.g., *Madness, L.P. v. DiTocco Konstruction, Inc.*, 873 So. 2d 427, 429 (Fla. 4th DCA 2004). “Fraudulent inducement is an independent tort ... separate and distinct from the breach of contract” and is actionable even if the parties have a contract. *HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So.2d 1238, 1239 (Fla. 1996).

39. Fourth, *Plaintiff suffered damages in justifiable reliance on the representation.* BRESKY has suffered damages by justifiably relying on the false representations of SL DESIGNS and/or LEVINE, as the Defendant(s) appeared to have a reputable business but they intentionally took advantage of BRESKY. For example, BRESKY was induced to pay prices that the Defendant(s) had wrongfully inflated prices or received inferior items from the Defendant(s). Moreover, BRESKY was induced to pay a commission to the Defendant(s) when, it turns out, they did not deserve a commission because they acted deceitfully and obtained illicit profits wrongfully.

40. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for fraud in the inducement, along with damages and prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT V

FRAUD IN THE PERFORMANCE

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for fraud in the performance, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 as if fully set forth herein, and further alleges:

41. BRESKY hereby states a cause of action for fraud in the performance by pleading the following four elements recognized by Florida law:⁵

42. First, *Defendant made a false statement regarding a material fact*. LEVINE and/or SL DESIGNS falsely stated to BRESKY that they would obtain the items at their professional discount/wholesale rate and pass along those savings to BRESKY “at cost,” without any markup. Defendant(s) also stated falsely that the items would be obtained from certain locales known for high-quality craftsmanship such as Italy. Further, Defendant(s) falsely represented to Bresky that they had, in fact, done what they had promised to do—providing the items at cost. The Defendant(s) also falsely stated that they would provide purchase receipts. Those statements all involved material facts.

43. Second, *Defendant knew or should have known the representation was false*. SL DESIGNS and/or LEVINE knew or should have known that their statements were false when they charged BRESKY more for the items than agreed, by failing to provide the items “at cost” or by providing items of inferior quality or misrepresenting the origin of such items, such as by providing a bed made in Mexico instead of a bed crafted in Italy. Additionally, the Defendants knew or should have known that their promises to provide receipts were false. Further, the Defendant(s) knew or should have known that their representations were false when they claimed to BRESKY that they had, in fact, provided the items as agreed.

44. Third, *Defendant(s) intended that the representation induce Plaintiff to act on*

⁵ See, e.g., *Madness, L.P. v. DiTocco Konstruktion, Inc.*, 873 So. 2d 427, 429 (Fla. 4th DCA 2004). Fraud in the Performance is an independent tort that is actionable even if the parties have a contract. *HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So.2d 1238, 1239 (Fla. 1996).

it. SL DESIGNS and/or LEVINE intended that their false representations in the preceding paragraph would induce BRESKY to act on the representations by entering into an agreement for the Defendant(s) to provide interior-decoration services to BRESKY and would induce BRESKY to unexpectedly be subjected to paying wrongfully-inflated prices and/or unreasonable prices for cheap items from inferior sources.

45. Fourth, *Plaintiff suffered damages in justifiable reliance on the representation.* BRESKY has suffered damages by justifiably relying on the false representations of SL DESIGNS and/or LEVINE, as the Defendant(s) appeared to have a reputable business but they took advantage of BRESKY. For example, BRESKY was induced to paying wrongfully-inflated prices for the items that Defendant(s) deceptively claimed to be provided wholesale, “at cost.” Moreover, BRESKY was induced to pay a commission to the Defendant(s) when, it turns out, they did not deserve a commission because they acted deceitfully and wrongfully obtained illicit profits.

46. REQUEST FOR ATTORNEY’S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney’s fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for fraud in the performance, along with damages and prejudgment and post-judgment interest, attorney’s fees, costs, and such other and further relief as this Court deems just and proper.

COUNT VI

UNJUST ENRICHMENT

Plaintiff, Robin I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for unjust enrichment, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 above as if fully set forth herein, and further alleges as follows:

47. BRESKY hereby states a cause of action for unjust enrichment by pleading the following four elements recognized by Florida law:⁶

48. *First, the Plaintiff has conferred a benefit on the Defendant(s).* BRESKY remitted a commission to SL DESIGNS and/or LEVINE for the services described above. BRESKY has also paid SL DESIGNS and/or LEVINE for the decorative items and furnishings acquired by SL DESIGNS and/or LEVINE, which SL DESIGNS and/or LEVINE improperly marked up or for which they improperly charged a premium or deceitfully charged unreasonable prices for inferior items from cheaper sources.

49. *Second, the Defendant has knowledge of the benefit.* SL DESIGNS and/or LEVINE knowingly received BRESKY's payments for commissions and the decorative items and furnishings, and Defendant(s) knew that they were charging inflated prices including markups improperly charged by SL DESIGNS and/or LEVINE (and/or they charged unreasonable prices for inferior items improperly acquired from cheaper sources such as Mexico instead of Italy), and thus the Defendants have knowledge of the benefit that BRESKY conferred upon the Defendants.

⁶ *Della Ratta v. Della Ratta*, 927 So. 2d 1055, 1059 (Fla. 4th DCA 2006).

50. Third, *the Defendant(s) has accepted or retained the benefit conferred*. SL DESIGNS and/or LEVINE accepted BRESKY's payments and retained them, including the wrongfully-inflated portions; the payments were not refunded to BRESKY. Thus, the Defendant(s) accepted and retained the benefit conferred by BRESKY.

51. Fourth, *the circumstances are such that it would be inequitable for the Defendant(s) to retain the benefit without paying fair value for it*. It would be inequitable for the Defendant(s) to retain the benefit of the commissions fraudulently induced or the inflated prices unjustly charged for the items (either by improperly charging a markup or premium, or by acquiring items of inferior quality from cheaper sources than what the Defendant(s) had represented to BRESKY), without refunding the commissions and the inflated portions of prices that BRESKY paid for the items.

52. BRESKY is entitled to damages as a result of the Defendant's(s') unjust enrichment, including the disgorgement of all monies accepted by SL DESIGNS or LEVINE from BRESKY in excess of the actual cost incurred by the Defendant(s) for the items (and the difference in value between the quality of items promised to be acquired versus the inferior items actually acquired and provided to BRESKY), along with interest at the applicable statutory rates since the date of each payment by BRESKY for those items, which payments were made in 2016.

53. Moreover, the Defendant(s) should equitably refund the commissions that they fraudulently induced BRESKY to pay.

54. Accordingly, a remedy at law would be inadequate.

55. Thus, SL DESIGNS and LEVINE should make restitution to BRESKY in the

sum to be determined through litigation in this matter (believed to be over \$30,000), together with interest from the respective dates of BRESKY's payments to the Defendant(s) for those items through the date restitution is made. See § 55.03, Fla. Stat.

56. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for unjust enrichment, and restitution and damages along with prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT VII

BREACH OF CONTRACT

Plaintiff, ROBIN I. BRESKY, sues Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE, for breach of contract, namely the oral contract between the parties, and repeats and realleges and incorporates the allegations in paragraphs 1 through 18 above as if fully set forth herein, and further alleges:

57. BRESKY hereby states a cause of action for breach of contract by pleading the following three elements recognized by Florida law:⁷

58. First, *Plaintiff and Defendant(s) entered a valid contract.* On or after March

⁷ *Handi-Van, Inc. v. Broward County*, 116 So. 3d 530, 535-36 (Fla. 4th DCA 2013); *Grove Isle Ass'n v. Grove Isle Assocs., LLLP*, 137 So. 3d 1081, 1094 (Fla. 3d DCA 2014).

1, 2016, BRESKY entered a valid oral contract with SL DESIGNS and/or LEVINE for the interior-decoration services described in paragraphs 1-18, above. SL DESIGNS and LEVINE also falsely promised to provide the purchase receipts to BRESKY.

59. Second, *Defendant(s) committed a material breach of the contract.* SL DESIGNS and/or LEVINE committed a material breach of the contract by charging BRESKY more than the items actually cost the Defendant(s) and by providing inferior items improperly acquired from cheaper sources such as a cheap bed made in Mexico instead of a high-quality bed crafted in Italy. Further, the Defendant(s) failed to provide the purchase receipts to BRESKY, contrary to their agreement.

60. Third, *Plaintiff suffered damages caused by Defendant's(s') breach.* SL DESIGNS and/or LEVINE accepted BRESKY's payments and retained them even though a portion of those payments was for wrongfully-inflated prices imposed by the Defendant's(s') failing to provide the items at their actual cost and/or providing items of inferior quality from improper sources. The Defendants have also caused damages by failing to provide the receipts that BRESKY needs to pinpoint the amount of improper charges. Thus, BRESKY has suffered damages in an amount to be determined through this litigation (believed to be over \$30,000) and BRESKY is entitled to damages as a result of the Defendant's(s') breach.

61. REQUEST FOR ATTORNEY'S FEES AND COSTS.-- BRESKY hereby requests an award of her attorney's fees and costs related to pursuing this claim against SL DESIGNS and LEVINE to the full extent that fees and costs are awardable.

WHEREFORE, Plaintiff, ROBIN I. BRESKY, demands judgment against

Defendants, STACY LEVINE DESIGNS, INC. and STACY LEVINE for breach of contract, along with damages and prejudgment and post-judgment interest, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

62. Plaintiff hereby demands trial by jury as to all claims or counts so triable.

Dated: February 28, 2020

Respectfully submitted,

/s/ Robin Bresky

Robin Bresky, Esq.

Fla. Bar No. 179329

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