

IN THE CIRCUIT COURT FOR THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ROBERT J. WOOD, SR.

Plaintiff,

CASE NO.:

vs.

JURY TRIAL DEMANDED

KATHY R. FEINERMAN,

Defendant.

VERIFIED COMPLAINT

COMES NOW the Plaintiff Robert J. Wood, Sr. , by and through his undersigned counsel and sues the demandant, Kathy R. Feinerman, "Defendant", and hereby states:

JURISDICTION AND VENUE

1. This is an action for damages that exceed the sum of \$50,000.00 exclusive of interest, cost and attorneys' fees falling under the jurisdiction of the Circuit Court.
2. Plaintiff Robert J. Woods resides at 950 7th Ave S. #23 Naples, FL 34102
3. Defendant in sui Juris and venue is appropriate as the defendant resided in the district at the time of the wrongful actions.
4. The actions given rise to the Causes of Action in this matter occurred in Palm Beach County, Florida, thus venue is appropriate in this County.

GENERAL ALLEGATIONS

5. Plaintiff and Defendant were in a long term relationship.
6. During the course of this relationship Plaintiff took care of Defendant when she was ill and on perhaps on to many Prescription Pain Medicines, and in addition to assisting her financially physically aided her in her recovery from injuries and took care of her performing numerous personal services.
7. Through the course of the long term relationship Defendant took funds from Plaintiff for various personal items and personal expenses for herself and for her children from another marriage totaling approximately \$229,800.00.
8. Near the end of the relationship, Defendant demanded extremely expensive custom jewelry including an engagement ring which she designed to her specifications with a jeweler on Plaintiffs account.
9. Near the end of the relationship, Defendant took a Credit /Debit Card on Plaintiffs account.
10. Defendant made purchases on the credit/debit card account on her own, and without any pre-approval of Plaintiff.
11. Defendant was careless with the credit/debit account, or in the alternative actively conspired to drain the money market accounts that were attached to the account, as the account suffered an almost immediate attempt to drain the linked accounts resulting in the account being frozen by Plaintiffs financial institution.
12. Contemporaneously with the accounts being frozen and the attempt to drain the accounts, multiple emails claiming various items such as the Plaintiffs death were circulated in what appears to be an attempt to get the financial institution to release funds. It remains unclear if Defendant was a co-conspirator in the

attempt to drain the accounts or merely so careless with the account that the information was immediately stolen by criminal fraudsters.

13. At around the same time Plaintiff went to bring the engagement ring Defendant ordered and to propose to Defendant.
14. Despite having dated for years, and having herself custom ordered the very expensive marked up custom ring on Plaintiffs account, Defendant not only rejected the proposal but had arranged to have the police throw Plaintiff out of the office before he could even formal propose.
15. Shortly thereafter, Defendant wrongfully sought a restraining order complaining about ordinary communications and of all things, about the emails sent to try and hijack his money market accounts, and accusing him of harassing her by being the false emails of his own death.
16. Said actions appears to be an intentional subterfuge to distract from the attempted theft of millions from the account that happened shortly after Defendant got a card on the account.

COUNT I

BREACH OF FIDUCIARY DUTY

17. Plaintiff readopts, realleges, and reincorporates paragraphs 1 through 16 as if fully restated here in.
18. Defendant was a fiduciary of the Plaintiff by reason of their long standing relationship, and the financial trust Plaintiff put into Defendant.

19. Plaintiff Breached that duty by either using such carelessness in the handling of Plaintiffs credit/debit card that the accounts where almost stolen and were frozen for fraud, or in the alternative by actively participating in the attempt to drain the linked accounts as an active conspirator.
20. Plaintiff has been damaged by the wrongful actions of the Defendant.
21. Wherefore, Plaintiff demands judgement in the amount of \$229,800.00, plus interest at the judgement rate, court costs and expenses, and such other and further relief as is just and proper.

COUNT II

UNJUST ENRICHMENT

22. Plaintiff readopts, realleges, and reincorporate paragraph 1 to 16 as if fully reinstated herein.
23. Defendants both took and received money from Plaintiff for Defendants personal expenses.
24. Defendant used and deprived a benefit from the monies, items, and services.
25. Defendant has retained the benefits of the monies, items, and services without returning them, or providing anything of value in exchange for them.
26. Defendant even continued to take money on the credit account, after defendant severed the relationship with Plaintiff.
27. Under the circumstances it would be unjust for the defendant to retain the benefit of Plaintiff's money, and services.

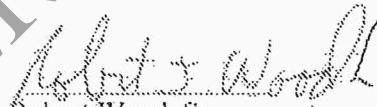
28. Plaintiff would be unfairly damaged if Defendant was able to retain the money, and benefits without paying fair compensation for same.

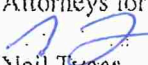
Wherefore, Plaintiff demands damages in the amount of \$229,800.00, plus interest at the judgment, costs, and expenses, and such other relief as is just and proper.

VERIFICATION

Under penalty of perjury, I declared that I have read the foregoing Complaint, and all the facts alleged therein are true and correct to the best of my/our knowledge and belief,

Executed on 2-13-2025


Robert Wood, Sr.

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