

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

ESTATE OF VICTOR LAMBOU,

Case No.: 1:24-CV-00228

DENITA LAMBOU,

personal representatives,

individually

GERALYN LAMBOU,

beneficiary & individually,

VICKI LAMBOU, *individually*

3RD AMENDED
COMPLAINT & DEMAND
FOR JURY TRIAL

Plaintiff(s)

vs.

HOWARD W. KESSLER, TYWLA
SKETCHLEY, THE SKETCHLEY LAW , THE
SKETCHLEY METHOD, FIRM, ANNE VAN
METER, LEONARD HELFAND, WILLIAM
JOHNSON, WILLIAM JOHNSON, P.A., PAUL
KATZ, FSU SENIORHEALTH, CHERRY
LAUREL, HOLIDAY BY ATRIA, INC., ATRIA
MANAGEMENT COMPANY, LLC.,
WESTMINSTER OAKS, ST. AUGUSTINE
PLANTATION, BIG BEND HOSPICE,
TALLAHASSEE MEMORIAL HEALTHCARE,
TMH PARTNERS, MICHAEL S.
HUTCHINSON, SOUTHERN OAKS REAL
ESTATE, SUSAN SCHATZMAN, HARBOR
POINT REALTY, HAYWARD TITLE

Defendant(s)

Dated this 26th of February, 2025.

3RD AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs, as Individuals, Personal Representatives, Beneficiary, & Heirs (hereinafter collectively referred to as "Plaintiffs"), and file this Complaint against the Defendants, respectfully showing unto this Honorable Court the following:

I. PRELIMINARY STATEMENT

1. This is an action brought by Personal Representatives, Beneficiary, and Plaintiff's in their individual capacity against the Defendants for violations of the *Racketeer Influenced and Corrupt Organizations Act*, 18 U.S.C. § 1962(a)(b)(c)(d), *et seq.* ("RICO"), engaging of predicate acts of Mail & Wire Fraud 18 U.S.C. §1341, Obstructive of Justice, 18 U.S.C. §1503-1513, Identity Fraud, 18, U.S.C. §1028 Embezzlement from Pension and Welfare Funds (18 U.S.C. § 664): Obstruction of Justice (18 U.S.C. § 1503): Obstruction of Criminal Investigations (18 U.S.C. § 1510): Obstruction of State or Local Law Enforcement (18 U.S.C. § 1511): Tampering with a Witness, Victim, or Informant (18 U.S.C. § 1512): Retaliating Against a Witness, Victim, or Informant (18 U.S.C. § 1513):, Unlawful Welfare Fund Payments (18 U.S.C. § 1954) Healthcare Fraud (18 U.S.C. § 1347) False Representation in Healthcare (18 U.S.C. § 1035) Anti-Kickback Violations & Common law claims.

II. JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1964, 28 U.S.C. . § 1331 (federal question). Subject matter jurisdiction for Plaintiff's RICO claims arises under 18 U.S.C. § 1961, respectively, RICO are federal statutes, and the relevant transactions were committed within the Northern District of Florida. This Court has supplemental jurisdiction 28 U.S.C. § 1367 exists as to those claims that are so related to the federal claims in that they form part of the same case or controversy. The matters in controversy arise under the Constitution, treaties and laws of the United States, including those regulating commerce.

3. The Defendants are subject to the jurisdiction of this Court pursuant to § 48.193, Fla. Stat., and Fed. R. Civ. P. 4(k).

4. Venue is proper in the Northern District of Florida, pursuant to 18 U.S.C. § 1965(a) and 28 U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to the claims occurred in this district. The ends of justice are served because joint trials for claims against related parties conserve resources and avoid inconsistent verdicts.

III. PARTIES

5. Defendant Collaborators coordinated with one another to create and operate a "Sham Probate Enterprise" which constituted an association-in-fact enterprise which involved using fraud and abuse of the legal system to take advantage of the plaintiffs (hereafter also referred to as "victims") to divert some or all of those victims' assets and/or income and to fraudulently charge unneeded and unwanted professional fees to be paid to the Collaborators, or some of them, and others, sometimes in conjunction with relatives of the victims who had their own private agenda and desire to take advantage of the victims, under circumstances in which such professional services were intended to and did handicap the ability of the victims to self-determination, liberty and freedom, and destroyed the victims' abilities to protect their assets and/ or spend them as they chose or as they had directed.

6. The Sham Probate Enterprise relied upon interaction with and alleged oversight by the Leon County Guardianship and Probate Court (hereafter "the Probate court") to initiate and facilitate the Collaborators' raids upon the assets and income of the victims, to vitiate and neutralize the stated will of the victims, to the detriment of the victims and to enrich the Collaborators, all of whom operate for profit and all of whom profited from their acts and omissions as set forth herein, to the detriment of the victims.

7. On information and belief, these Collaborators and the Sham Probate Enterprise continues at the present, with the Probate court continuing to assist the Sham Probate Enterprise, with some of the named Defendant Collaborators and others still entrusted with responsibility to current victims, who will surely suffer as these Plaintiffs have.

8. The Estate of Victor William Lambou, deceased, who was domiciled in Leon County, Florida.

9. PLAINTIFF, Denita Lambou (hereinafter, " Denita ") is the Personal Representative of the ancillary Estate of the deceased Ward in Leon County, Florida (the “Deceased Ward”).

10. PLAINTIFF, Geralyn Lambou, (hereinafter, "Geralyn") is the Personal Representative of the ancillary Estate of the deceased Ward in Leon County, Florida (the “Deceased Ward”), and the Beneficiary of the Victor Lambou Trust Estate, who is domiciled in St. Tammany Parish, Louisiana of the Victor Lambou Trust Estate.

11. PLAINTIFF, Vicki Lambou (hereinafter, " Vicki ") is the natural heir of Victor Lambou, domiciled in Clark County, Nevada and the ancillary Estate of the deceased Ward in Leon County, Florida (the “Deceased Ward”).

12. On information and belief, Defendant Collaborator, Leonard Helfand, in his capacity as Guardian of Property and Individually (hereinafter,

" Helfand ") Member of the Enterprise, who is domiciled in Leon County, Florida.

13. On information and belief, Defendant Collaborator, Anne Van Meter, in her capacity as Successor Trustee, Successor Guardian of Property, and Individually (hereinafter, "Van Meter") Member of the Enterprise, who is domiciled in Wakulla County, Florida.

14. On information and belief, Defendant Collaborator, Twyla Sketchley, Individually and Professionally, and a Member of the Enterprise, (hereinafter, " Sketchley ") , as the Attorney for the Ward, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

15. On information and belief, Defendant Collaborator, Howard Kessler, Individually & Professionally (hereinafter, " Kessler ") and a Member of the Enterprise, who is domiciled in Wakulla County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

16. On information and belief, Defendant Collaborator, Paul Katz, Individually and Professionally, (hereinafter, " Katz ") and a Member of the Enterprise, who is domiciled in the Federal Northern District of Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

17. On information and belief, Defendant Collaborator, William Johnson, Individually and Professionally, (hereinafter, " Johnson ") Attorney for the Successor Trustee and Successor Guardian, and a Member of the Enterprise, who is domiciled in Brevard County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

18. On information and belief, Defendant Collaborator, Susan Schatzman, Individually and Professionally, Member of the Enterprise, (hereinafter, " Schatzman ") who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

19. On information and belief, Defendant Collaborator, Michael Hutchinson, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

20. On information and belief, Defendant Collaborator, The Sketchley Law Firm (hereinafter, " Sketchley Firm") Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

21. On information and belief, Defendant Collaborator, William Johnson, (hereinafter, " Johnson, P.A. "), Member of the Enterprise, who is domiciled in Brevard County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

22. On information and belief, Defendant Collaborator, FSU SeniorHealth (hereinafter, " Heuler Firm") Member of the Enterprise, who is

domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

23. On information and belief, Defendant Collaborator, Big Bend Hospice (hereinafter, "Big Bend") Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

24. On information and belief, Defendant Collaborator, Tallahassee Memorial Healthcare, TMH Physician Partners, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

25. On information and belief, Defendant Collaborator, Cherry Laurel, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the

Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

26. On information and belief, Defendant Collaborator T, Holiday by Atria, Inc., Member of the Enterprise, who is domiciled Louisville, KY and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

27. On information and belief, Defendant Collaborator, Atria Management Company, LLC, Member of the Enterprise, who is domiciled Louisville, KY and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

28. On information and belief, Defendant Collaborator, St. Augustine Plantation, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

29. On information and belief, Defendant Collaborator, Westminster Oaks, Member of the Enterprise, who is domiciled in Leon County, Florida.

30. On information and belief, Defendant Collaborator, Harbor Point Realty, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

31. On information and belief, Defendant Collaborator, Hayward Title Group, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

32. On information and belief, Defendant Collaborator, Southern Oak Real Estate, Member of the Enterprise, who is domiciled in Leon County, Florida and has at all relevant time periods assisted in the facilitation and implementation of the Sham Probate Enterprise to enrich themselves and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Victim.

IV. THE SHAM GUARDIANSHIP ENTERPRISE

33. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

34. The Defendant Collaborators created the Sham Probate Enterprise as an association-in-fact enterprise which operated through a pattern of racketeering conduct in order to deceive and defraud the Victim/Plaintiffs.

35. In a disturbing case of elder exploitation, Victor Lambou, (the Ward/Victim) a 90-year-old retired EPA employee, fell victim to a sophisticated criminal enterprise that systematically drained his estate of approximately \$650,000 over just 39 months.

36. The enterprise targeted Victor's substantial assets, including his federal OPM retirement income, real property protected under Florida's homestead laws, and various investments valued at roughly \$500,000.

37. Through a complex scheme of unauthorized withdrawals, fraudulent billing, and asset manipulation, the perpetrators depleted Victor's guardianship accounts without obtaining required court approvals under §744.441.

38. The enterprise engaged in multiple criminal activities, including mail fraud, healthcare fraud, identity theft, a Physician falsely holding himself to be a Healthcare Surrogate¹ & Power of Attorney during medical appointments, receiving illegal kickbacks and making unauthorized withdrawals² from Victor's federal OPM retirement income, submitting duplicate and fraudulent bills for services already paid, services that were unnecessary³.

39. Most egregiously, the Physician. Never having been a treating doctor to the elderly victim, executed an "Do Not Resuscitate" (DNR) order by falsely representing himself and his wife, as Victor's family members, falsely stating to Hospice they were this elderly victim's Healthcare Surrogate⁴, this action ultimately contributed to Victor's death. This constitutes Healthcare Fraud Resulting in Death.⁵ All of these crimes

¹ 18 U.S.C. § 1035

² 18 U.S.C. § 1344

³ 18 U.S.C. § 1347

⁴ 18 U.S.C. § 1035

⁵ See. Exhibit A

were conducted, while maintaining a facade of legitimacy through the guardianship system.

40. This case represents more than a typical probate dispute - it demonstrates how predatory guardianship can systematically dismantle an estate before traditional legal protections can take effect, leaving victims without recourse and heirs stripped of their inheritance.

41. Victor Lambou, [hereinafter “Victor”] was an ideal target for the enterprise. At all times during this case, Victor, was in his 90s, receiving federal OPM Retirement Income, Medicare, federal BCBS, as a retiree from the Environmental Protection Agency (EPA). During the guardianship, Victor generated approximately \$108,000 from federal OPM retirement income and approximately \$3000.00 from the IRS Treasury.

42. As a result of the legal monopoly the Enterprise created in the guardianship, not once did any Attorney or Guardian, representing Victor’s interest object in Court, knowing the filings, billings and testimony provided to the Court was false.

43. Outside of the Court’s view, the Enterprise worked together to keep Victor isolated from his family and under their full control, escorting him to all medical appointments, without authority or consent, while reporting to Healthcare Providers, false information, and false identity status’, with the

intent to influence provider's recommendations, referrals, and medical records.⁶

44. This is not a post-mortem probate case with a fight over who has the rights to estate property after a victim's death. By the time traditional legal protections like probate or inheritance would typically activate, the estate has already been strategically dismantled. The victim is left with no recourse, and potential heirs are denied their rightful inheritance.

45. The Enterprise is an informal network of individuals and entities, "Associated in Fact", who are primarily made up of legal, healthcare, and real-estate professionals. The Enterprise members all seek to financially benefit from an elderly victim's federal SSI, OPM Retirement, Medicare, private federal BCBS, the liquidation of trust protected assets.

46. The Enterprise operates under a carefully structured hierarchy with three primary commanders: Twyla Sketchley [hereinafter "Sketchley"] and Dr. Howard Kessler [hereinafter "Kessler"] at the apex, with Anne Van Meter, [hereinafter "Van Meter"] who is Dr. Kessler's wife, positioned directly beneath him.

⁶ False Statements in Healthcare Matters (18 U.S.C. § 1035); Healthcare Fraud Conspiracy (18 U.S.C. § 1347)

47. Sketchley and Kessler appear to share ultimate organizational control and strategic leadership, functioning as the primary architects of the Enterprise's operations.

48. Van Meter serves as a key lieutenant, positioned to execute and communicate directives. This triumvirate forms the core leadership nucleus, with all other Enterprise participants expected to follow their instructions without question. The hierarchy is designed to create a clear chain of command that enables coordinated action while potentially obscuring individual accountability through a multilayered organizational structure.

49. Sketchley, who is an expert in Estate-Planning, Guardianship, and Probate Laws & Medicare Billing. She is extremely knowledgeable in estate planning and was quick to inform others that she was Board Certified in Estate-Planning, Guardianship, and Probate attorney.

50. She publicly, prided herself as an Expert on Elderly exploitation prevention, spoke in the community on Medicaid planning, actively participated in FSU's Elder Law Clinic, held positions in her state license regulating agency, as the Former President of the Elder Law Committee of the Florida Bar, Agent for the U.S. Department of Veterans Affairs, recipient of the Jerome Solkoff Advocacy Award Recipient (2020), active

speaker and Court monitor, for Leon County Clerk of Court, among other notable roles throughout Florida.

51. Kessler, is a retired Orthopedic Surgeon and Hospital Director, who is an expert in Medical Records & Reporting. Kessler, is a Retired Orthopedic Surgeon from Sarasota Memorial Hospital, originally from the Bronx, New York, was known for wearing a variety of hats. He served three (3) terms of Former Wakulla County Commissioner, was a Member of the 2nd Judicial Circuit Judicial Examining Committee, where he provides capacity evaluations for those suspected to be incapacitated, actively serves as a Board of Directors for FSU School of Medicine, where he and his wife, Anne Van Meter are big contributors. Additionally, Kessler has served on the Board of Directors, for the *Hemlock Assisted Suicide/Right to Die Organization*, among other roles.

52. Van Meter, is Kessler's wife, [hereinafter "Van Meter"] who has a history working as a guardian & former real-estate agent, who now, claims to be retired, she assists Kessler in implementing the fraudulent actions in transactions, real-estate, assisted living and nursing homes facilities, and healthcare decision-making.

53. Van Meter actively obtains authority, as Power of Attorney (POA), over locals in her community, who include: Elizabeth Talmadge Davies, whom

Van Meter, testifies Davies, is her old mother, whom she has been the POA for over 20 years. She testifies she only receives mail for Davies, while Davies resides in Mexico alone at 98 years old⁷ And Heide Clifton, *recently deceased*.

54. A close associate of Heide Clifton has provided an affidavit testifying to significant concerns about the actions of Van Meter and Kessler during a critical period of Clifton's life⁸, that align to similar actions taken against Victor Lambou in this case.

55. Kessler and Van Meter, have been the subject of public controversy, over the years, in their role, as Treasurer for an organization known as CHAT. They were accused of theft by members, after accounting records evidenced missing money, leading to the shutdown of this organization.⁹

⁷ 6/28/24 Deposition Van Meter

⁸ *Affidavit* of Tammy Sue Vernon (8-1-20); *See*. Exhibit E-19

⁹ *See*. Exhibit E-19

56. Additionally throughout the years, Kessler has been sued in multiple cases for *Defamation*¹⁰, *Embezzlement of Trust funds*¹¹, by his own daughter, *Violations of Prisoner's Civil Rights 1983* case.¹²

57. Sketchley, has been foreclosed on in her role as Personal Representative of an Estate in Probate¹³, accused in her role as Attorney for Trustee, for *depleting the Trust estate of a disabled child*¹⁴, accused of negligence, in her role as Attorney for a Guardian, in *mishandling funds, property theft*, and *filing incomplete accounting*.¹⁵, and accused in a bar complaint by a former guardian she represented, for making *material misrepresentations* about the ward's medical condition and status, while *engaging in*

¹⁰ 9-17-09 Case # 09-397-CA (Log Creek v Kessler); 8/17/05 Case # 05-210-CA (Massa v Kessler)

¹¹ 1/31/25 Deposition of Howard Kessler

¹² 2:94-cv-00177-RWN 1983 Prisoner Civil Rights Suit against Kessler

¹³ 2020-CA-000315 (Capital City Bank v Property Investment Group Tallahassee, LLC, et al (Leon County), Sketchley as PR of Estate of Stephen Patrick Rankin,

¹⁴ 4:10-CV-528 Gardian for Minor v Twyla Sketchley, Attorney for Trustee

¹⁵ 2011-CA-3331 (Mary Faith Mook v Sketchley, as Attorney for Guardian)

unauthorized decisions, concealed from the Court.¹⁶ These allegations, lawsuit, and ethic complaints are not conclusive of all allegations against Sketchley, Kessler, and Van Meter.

58. During Victor Lambou's guardianship period starting in 2019, the Enterprise established an unlawful monopoly over his care and estate management, established at the initiation of his guardianship case.

59. In 2018, Victor had meticulously executed comprehensive estate planning and advanced directives, a deliberate act of personal financial management.

60. However, in 2019, Sketchley strategically manipulated Victor by misrepresenting his financial circumstances, convincing him to petition for a voluntary guardian of property and relinquish his role as Trustee, under the guise of introducing "qualified professionals" with purported court oversight.

61. This calculated maneuver resulted in a systematic and complete financial exploitation, with these unqualified individuals orchestrating the comprehensive depletion of Victor's assets—over \$650,000 vanishing within a mere 39-month period. What appeared to be a prudent financial

¹⁶ 1-8-21 Bar Complaint against Sketchley

restructuring was, in reality, an elaborate scheme designed to strip Victor of his financial autonomy and economic resources.

Scheme to Deceive to Defraud

62. The ideal target for the Enterprise, is someone advanced in age, receiving federal benefits, SSI, or OPM federal retirement income and owns substantial assets, clear of debt, who is seeking estate planning services to protect their assets and secure designations for decision-making rights as their abilities begin to decline.

63. When the target hires an Enterprise Member for their estate planning, the Enterprise learns about their private financial information.

64. The first phase of the enterprises scheme involves having a victim's legal decision-making rights condensed to writing that can be used as a legal document in Court. Additionally, placing assets in Trust, which allows these assets to be separate from Court oversight in guardianship proceedings.

65. Once a victim's decision-making authority is condensed in writing and delegated to victim or a trusted person, the Enterprise can easily replace their original designations, with those from the Enterprise, by instituting guardianship proceedings.

66. Guardianship proceedings require the appointment of an attorney for the Alleged Incapacitated Person (AIP), attorney for the Guardian, and a Guardian.

67. Enterprise will secure that all roles are filled by the Enterprise. This secures there will be no resistance or adversarial scrutiny, when they replace & amend a victim's estate planning instruments. If all adversarial roles in a guardianship are made up by enterprise members, court oversight is minimal due to the lack of contested positions.

68. Additionally, the enterprise can evade the Office of Professional and Public Guardians (OPPG) state regulating agency for guardians, by proposing guardians who are not registered with the OPPG.

69. With the re-delegation of a victim's decision-making rights over their property and/or self, the Enterprise has full authority over a victims choices. Including a victim's right to attend their own court case. Which the enterprise, ensures to keep their victims out of court.

70. The guardianship is the Enterprise's shield to hide under, as they begin their criminal actions against a victim. They literally can get away with murder.

71. The Enterprise works equally hard, securing their reputation is credible and trustworthy with state courts judicial officers & the community

members, adding another layer of protection against those who try to report them.

72. Enterprise members, advertise themselves, as “*fighters against elderly exploitation*”, educators on the proper handling of Medicare, and donate their time as court monitors, to “*watchdog*” and prevent corruption in guardianship cases.

73. Enterprise members extensively network and hold leadership positions, within agencies who regulate their professional licenses, to ensure complaints against them are not investigated.

74. Enterprise members, have served as politicians, securing public trust, with campaign slogans centered around “*bringing the ethics back into communities.*” They also publicly serve together, as board members and donors for Florida State University (FSU).

75. These overt actions are designed to secure their false facade, which is the exact opposite of the actions they take inside the Enterprise.

76. When an adversarial outsider challenges a member of the Enterprise, such as, a family member of a victim or an attorney representing this family member, the Enterprise takes retaliatory actions, utilizing their connections, to falsely accuse family members of criminal actions and falsely accuse counsel representing these family members of ethical violations. Ironically,

the actions the enterprise alleges family members and counsel representing these family members, are the very actions the enterprise is engaging in.

77. The Enterprise must keep their victims away from those who can expose them. The first step typically involves the removal of the victim from their home and family. Victims are brought to reside in facilities owned within the enterprise.

78. The Enterprise will re-route a victim's mail, without authority before the guardianship begins, for full control over their victims and to gain access to all private information about a Victim's finances and Federal benefits.

79. Once the victim has been removed and family is prevented from knowing their whereabouts, the Enterprise's real-estate investors, will sell their real-property undervalue for cash deals with other enterprise investors.

80. The Enterprise will methodically extract substantial funds from the victims accounts, through a series of disbursements, to themselves and outside supporters. They will creatively pay themselves in a manner, meant to confuse and avoid scrutiny by a clerk of court. Additionally, they will always file their accounting late and incomplete.

81. To ensure a paper trial through medical records and ensure their victims attend healthcare providers within the enterprise. The enterprise will fraudulently hold themselves out to be victims POA, healthcare surrogate,

family member, lifelong friend, while they escort their victims to medical appointments, reporting what to put in the victims records. This allows for healthcare records to evolve, where the victim's only contact is the enterprise.

82. The length of their victim's life determines how much they will be able to access because expenses required to keep the victims alive, lessens the amount the can extract for themselves from a victims funds.

83. Shortly following the liquidation of the victims assets, they begin reporting to healthcare providers on a victim sudden health decline. During this phase of the scheme, a victim's medical records have been altered to list the Enterprise as a victim's Healthcare Surrogate and POA, leaving a paper trail, of false information over the victim's decision-making authority.

84. This allows for the enterprise to make unauthorized, "end of life" decisions for their victims. The enterprise's, main leader, Kessler also serves of the Board of Directors for the Hemlock Assisted Suicide Organization. He is the one delegated to be with the Victim during their "end of life" care.

85. Interestingly, Victor Lambou's case, and another case, Sketchley and Kessler are involved in, take on a similar pattern [Case No. 2024-GA-000045, filed in Leon County on 3/21/24.]

86. In 2023, an elderly woman had initially appointed her housecleaner, as her power of attorney, one year prior to the commencing of this guardianship case. A close colleague of Sketchley provided this elderly women estate planning services suggesting the elderly women name her housecleaner as her POA.

87. After the housecleaner was named the elderly women's POA, the elderly women noticed suspicious financial handling. In result, the elderly women, revoked her POA, to prevent the housecleaner from continuing to exploit the elderly women's funds.

88. However, in this 2024 case¹⁷, Sketchley, petitions for this same housecleaner to be appointed, as this elderly women's plenary guardian of person and property, initiating the elderly women's evaluation for incapacity.

89. Kessler evaluates this elderly woman and finds her to be incapacitated, which, results in the housecleaner being appointed as a Plenary Guardian of person and property, ultimately giving back full control to this housecleaner over the Elderly women's finances¹⁸.

¹⁷ [Case No. 2024-GA-000045, filed in Leon County on 3/21/24.]

¹⁸ 3/21/24 2024-GA-000045

90. Suspicions arise, questioning whether the Enterprise is involved with housecleaners, after Victor's former housecleaner, suspected by his daughter, Geralyn to have been stealing, was found later to attend Victor's funeral with Sketchley, Kessler, and Van Meter, while they prevented Victor's own family from being informed of his death, effectively preventing them from attending his funeral.

91. In both Victor's case and this 2024 case, Sketchley selects a guardian, who is not registered with the Office of Professional and Public Guardians (OPPG), because this would allow for the OPPG to regulate her guardianship cases. Case No. 2019-GA-000067, Sketchley Petition to Appoint Guardian

9. I request this Court appoint Anne Van Meter to be my successor guardian. She is not a professional guardian.

92. The Court relies on Sketchley's credibility, and grants the appointment of this housecleaner, as the Elderly women's plenary guardian, despite opposition from an Attorney, representing the Elderly women's former husband, who attempts to alert the Court, against appointing this guardian.

93. Additionally, Kessler, appears to support Sketchley goal in the appointment of the housecleaner, finding this woman to be completely incapacitated, depriving her of all rights.

94. In both Victor's case and the 2024 case, *Sketchley proposes an attorney, for the Court to appoint*, (rather than following the statutes, directing the Court to appoint the attorney for a Ward) securing all roles filled are filled with ENTERPRISE MEMBERS.

10. The proposed emergency temporary guardian, Carla Dalton, is not a professional guardian; whose address is 425 Mason Drive, Havana, Florida 32333; whose post office address is the same; and who is sui juris and otherwise qualified under the laws of Florida to act as guardian of the Ward. The relationship and previous association of the proposed emergency temporary guardian to the Ward is longtime friend (32 years). The proposed emergency temporary guardian should be appointed because Ms. Barrett appointed her agent under a valid durable power of attorney and health care surrogate under a valid durable power of attorney of health care surrogate.

requirements under Florida Guardianship Law to represent Ms. Barrett and has not been authorized to be represented by this Court to do so.

4. This Court held a hearing on May 9, 2024, during which Ms. Barrett was represented by her attorney, testimony was taken and documentary evidence was admitted. Based on that evidence, the Court appointed an emergency temporary guardian for the protection of Ms. Barrett because Ms. Barrett's health, safety, and financial security were in danger. Prior to her incapacity, while represented by her long time estate planning attorney, Carolyn LeBoeuf, Ms. Barrett had appointed the petitioner, Carla Dalton, who was her longtime friend, to be her designated preneed guardian, agent under a durable power of attorney, health care surrogate, and co-trustee.
5. During the hearing, the Court received evidence and found that Ms. Barrett was evaluated by Dr. Howard Kessler on March 21, 2024, and determined to be incapable of managing her finances, making medical decisions, or ensuring for her own personal safety.

6. Paragraph #6 of said Motion is both **admitted** and **denied**.

It is **admitted** that Carla Dalton is not a professional guardian, and she is also not a blood relative of Rica Barrett...not a certified public accountant...not an attorney...and not any other person subject to a bond or professional discipline/sanctions. Carla Dalton's relationship with Rica Barrett is as the long-time housekeeper for Rica Barrett, and friend/companion.

7. WHEREFORE, Carla Dalton requests this Court immediately appoint Cyndee Brown to represent Anna Rica Barrett.

Respectfully submitted

5/7

2024.


Twyla Sketchley, Attorney
FL Bar No.: 478822
THE SKETCHLEY LAW FIRM, P. A.
The Professional Center at SouthWood
3689 Coolidge Court, Suite 8
Tallahassee, Florida 32311
Telephone: (850) 894-0152
Facsimile: (850) 894-0634
Primary Service E-Mail: service@sketchleylaw.com
Secondary E-Mail: filing@sketchleylaw.com
Alternate E-Mail: alternateservice@sketchleylaw.com

95. By creating this closed legal system Sketchley ensures minimal oversight, prevents legal issues from being contested in Court, and allows for actions to be done, that require Court permission to be concealed from the Court.

96. In both Victor's case and the 2024 case, Sketchley uses her connections within the Florida Bar, to file unfounded bar complaints against attorneys opposing her in her cases and/or attorney's exposing her criminal actions while aggressively fighting against their appearances in her cases, to ensure

she faces no opposition in court, as illustrated in her filing from the 2024 redacted case.

**MOTION TO STRIKE THE NOTICES OF APPEARANCE FILED BY
ANTHONY BAJOCZKY ON MAY 20, 2024**

Carla Dalton, the emergency temporary guardian, by and through the undersigned attorney, moves to strike the notices of appearance filed by attorney Anthony Bajoczky on May 20, 2024, in both Case No. 2024 MH 440, and Case No. 2024 GA 45, in support of this motion, she states the following:

1. This Court must strike Anthony Bajoczky's Notice of Appearance and he should be prohibited from receiving any pleadings or papers in this matter because he does not

97. In both Victor's case and the 2024 case, when family members attempt to oppose her, she begins to character assassinate them, accusing them of criminal actions. However, later in sworn testimony, she will admit these statements are false¹⁹

¹⁹ Case No. 2024-GA-000045; Case No. 2019-GA-000067

98. In Victor’s case, Sketchley, successfully filled all roles with William Johnson, Esq., owner of William Johnson, P.A., [hereinafter “Johnson”] to serve as the Attorney for the Guardian of Property and Attorney for Successor Trustee, and Leonard Helfand, to serve as the Guardian of Property.

V. DEMENTIA DIAGNOSIS & SUBSEQUENT ACTIONS TAKEN THEREAFTER

Initial Estate Planning Sketchley (April 2018)

99. In 2018, Sketchley, owner of, The Sketchley Law Firm, [hereinafter “Sketchley”] assists Victor, in estate planning, as his health and cognitive abilities continued to decline.

100. Sketchley became privy to private information for all Victor’s assets, federal income, and federal benefits, for the purpose of advising Victor on the best way to keep his asset protected.

101. Sketchley advised Victor, to execute a Revocable Trust, Irrevocable upon death, to protect his assets, naming Victor as the Settlor and Trustee, and naming his daughter, Geralyn as Successor Trustee and Beneficiary, while Sketchley advised to not include Victor’s remaining daughter’s Denita and Vicki. Additionally, she advised Victor to execute a Will, naming Geralyn, as the Personal Representative, while executing advanced

directives, naming Geralyn as Victor's Durable Power of Attorney and Healthcare Surrogate.

102. At Sketchley's direction, Victor signed estate planning documents, with the understanding that this would allow Geralyn the proper legal authority needed to handle Victor's care during his last years of life.

103. Additionally, filed Geralyn's DPOA, with Wakulla County Records and transferred Victor's homestead property to the Victor Lambou Revocable Trust, and filed this transfer in Wakulla County records.

104. Sketchley's advised Victor to only list one of Victor's children, as a Successor Trustee and beneficiary, which made any replacement easier than having the burden to replace additional designated authority to Victor's other two daughters, which could bring about possible obstacles.

Initial Contact Geralyn, Kessler, Van Meter (July 2019)

105. In June 2019, Victor's daughter, Geralyn moved in with Victor from out of state to provide assistant so he could continue to reside in his home. At this time, Victor and his daughter, Geralyn sign an agreement, to formalize Geralyn's agreement to reside with her father at his homestead residence. This agreement stated, that in exchange for Geralyn providing care for Victor, he would not charge her rent and Victor would be responsible for all utilities, taxes, food, gas for the car, other items needed

by and for tenant/daughter, attorney fees associated with the lease, an option to purchase clause, and a clause to extend to Victor's respective heirs, executors, administrators, successors, and assigns.

106. After moving in with Victor, Geralyn became concerned over his father's ability to make proper decisions. This was after, Geralyn witnessed Victor's housecleaner attempting to steal property and money from Victor.

107. In July of 2019, Geralyn reached out to acquaintances she met in the community who advised her to contact Kessler, and his wife, Van Meter, to provide guidance on how she could protect her father from exploitation.

108. Unknown to Geralyn, Kessler, Van Meter, and Sketchley, had an extensive working relationship together for over 10-years in Guardianship cases across the state of Florida.²⁰

Dementia Diagnosis (August 2019)

109. On August 14, 2019, Geralyn, as Victor's POA, escorted Victor for an evaluation Kessler scheduled with Dr. Katz, at FSU SeniorHealth during

²⁰ 11/6/13 Case No. 13-MH-000873; 10/20/15 Case No. 15-MH-001065; 11/21/18 18-MH-006450; 3/21/24 2024-GA-000045; 2024-GA-04; 2024-MH-03; 2004-14-GU; 04-81-PR

this evaluation, Victor was diagnosed with Dementia²¹. Katz recommends for Victor to remain in his home, with in-home services and advises Geralyn, as his POA to take over the management of his funds.²²

110. In September 2019, following Victor's Dementia diagnosis, Sketchley suddenly reappeared in Victor's life, having learned of his diagnosis of Dementia.

Unauthorized Removal to Tapestry (September 2019)

111. In September 2019, Victor informed Sketchley, that he and his daughter Geralyn, were having disagreements over Victor's resistance to fire the housecleaner, whom Geralyn caught stealing from him. In response, Sketchley suggests, Victor temporarily relocate to *Tapestry Memory Care*, a facility that handles patients with Dementia.²³

112. Van Meter, Kessler, and Sketchley mislead Victor to believe this was a temporary situation and that he would return to his home. Simultaneously,

²¹ See. Medical Records, [Exhibit A-1]

²² See. Medical Records, Exhibit A-1

²³ See. Tapestry Records, Exhibit B-6; See. Deposition of Van Meter, Exhibit E-15

misleading Geralyn, his POA, that this temporary move was necessary to protect Victor from the housecleaner's attempts to steal.

Mail Fraud (18 U.S.C. § 1341) (September 2019)

113. During this time, Sketchley, used her legal status, as a lawyer to contact Victor's Post office, and Victor's mail re-directed to Van Meter and Kessler's home address, without authority²⁴

114. This mail was not given to Victor, despite knowing the addresses where he was residing. Mail included, information on his private medical, financial, federal benefits, and retirement income and was used to conceal payments that were fraudulently received and unreported to the Court.

Unauthorized Bank Fraud (September 2019)

115. Additionally, Sketchley, Van Meter, and Kessler, had Victor sign checks for two large payments without notifying Geralyn, who remained Victor's POA. These payments totaled \$7000.00. Following, this withdrawal of these funds, Sketchley, Van Meter, and Kessler took

²⁴ [Deposition, 6/28/24 deposition, Van Meter] [Deposition, Van Meter, 6/28/24: pg.54 , line 24-25; pg. 55, line 1-19]

measures to shut Victor's bank account down without authority and while, Geralyn remained Victor's POA, preventing Geralyn from monitoring or access Victor's bank account.

Unauthorized Changing Victor's Estate Planning (October 2019)

116. On or about October 11, 2019, after Victor had been removed to Tapestry Memory Care, Sketchley, has Victor sign a Petition for a Voluntary Guardianship over his property, requesting the appointment of Helfand as Guardian of Property, revocation of DPOA, and has Victor sign an amendment to his Trust appointing Van Meter as his Successor Trustee and Helfand in the alternative.

117. To persuade Victor to sign these documents, Sketchley falsely misrepresents Van Meter and Helfand are qualified financial professionals that will work together, with the Court's oversight, to take the burden off his family and allow for his property to be best managed during the later part of his life.

118. Sketchley, initiates a Voluntary Guardianship of Property in Leon County where Victor had been temporarily staying at Tapestry Memory Care. [doc.3] Furthermore, she fails to notice Victor's next of kin, required under Fla. Ch. 744, which included, his daughter/POA, Geralyn and daughters, Denita and Vicki on this Petition for Voluntary Guardian of

Property, revocation of DPOA, and amendments to Victor's estate planning.

119. On December 26, 2019, Sketchley has Van Meter sign for her acceptance as Successor Trustee, placing her in control over Victor's property held in trust. This is done without notifying the court or notifying Geralyn, the beneficiary.²⁵

120. In March 2020, Sketchley files Victor's Revocation of DPOA in Wakulla County, which is the first time, Geralyn is noticed that her DPOA has been revoked.

121. On March 31, 2021, Sketchley, files a Petition to replace Helfand as Guardian of Property requesting Van Meter, as Successor Guardian of Property over Victor's Guardianship estate²⁶

122. On April 15, 2021, Van Meter, is appointed as Victor's Guardian of Property, with the Court only giving her authority to manage Victor's finances & property.²⁷

²⁵ See Deposition of Van Meter, Exhibit E-15

²⁶ See. Case No. 2019-GA-000067, doc.237

²⁷ See. Case No. 2019-GA-000067, doc.242

123. Victor’s property held in his guardianship account, was solely his federal OPM retirement income. All other property was held in his Trust.

VI. FALSE STATEMENTS IN HEALTHCARE BENEFITS (18 U.S.C. § 1035)

124. At no time was Kessler ever Victor’s Physician, Healthcare Surrogate, POA, guardian, or even a close friend. He was a politician Victor knew of in the community whom he saw at community meetings.

125. Van Meter only obtained authority over Victor’s finances, as a Successor Trustee on December 26, 2019 and as Guardian of Property on April 15, 2021. No other authority was ever given beyond this Order for, Van Meter. The Court order stated “*...manage property and assets*”²⁸

126. In September 2019, Kessler signs his name to Victor’s prescriptions, in Tapestry Memory Care records.²⁹ A year later, Kessler, calls in a prescription to Publix pharmacy, having never served as Victor’s physician in any capacity.

127. From October 1, 2019 until August 2022, Kessler escorts Victor to his medical appointments, providing false statuses to his authority and

²⁸ See. Case No. 2019-GA-000067, Doc.242

²⁹ See. Tapestry Records, Exhibit B-6

relationship with Victor, with all of Victor's healthcare providers. He refers to himself as, a family member, son, lifetime friend, POA, Healthcare Surrogate, Dr. Kessler, who manages his medicines, among other false statements of association to Victor.³⁰

128. Kessler, refers to himself, as "Dr. Kessler" and does the majority of reporting on Victor's medical observations, as cited in the medical reports on Victor, where Kessler, makes medical decisions on Victor's healthcare, referrals, treatments, alters and influences unnecessary diagnosis.³¹

129. Kessler's false statements, alter, Dr. Katz's original recommendations for Victor to reside in his home with in-home services, to recommending Victor reside outside his home assisted living and nursing home facilities, which was unnecessarily billed to Medicare, federal BCBS, and OPM Retirement income paid what Medicare and BCBS did not cover. These unnecessary assisted living facilities and nursing homes, cost, Victor's federal benefits and retirement over \$100,000.00 of unnecessary federal funding.³²

130. From October 1, 2019 until August 2022, Van Meter and Kessler, fraudulently fill out housing applications for Victor, falsely naming

³⁰ See. Exhibits A-1 through A-5

³¹ See. Exhibits A -1 through A-5, Exhibits B-6 through B-10

³² See. Exhibit A-1

themselves as Victor's only family members, who hold authority as Victor's Healthcare Surrogate, POA, family member, Guardian of Person.³³

VII ANTI-KICKBACK VIOLATIONS

131. 'Kessler was given "kick-backs" for referrals to these federal funded facilities, including Cherry Laurel, Holiday by Atria, St. Augustine Plantation, and Westminster Oaks.

[See excerpt Kessler Deposition]

MR FERDERIGOS: Is this a resident referral fee request, was this ever executed? Did you receive a referral fee of \$750?

KESSLER: *I did. I tried to decline it. They insisted upon it. I declared it on my income taxes.*

VIII EMBEZZLEMENT FROM PENSION AND WELFARE FUNDS (18 U.S.C. § 664)

132. From September 2019 – 2024, Kessler, Sketchley, Van Meter, Johnson, Cherry Laurel, Holiday by Atria, St. Augustine Plantation, Westminster Oaks fraudulently obtain **approximately \$319,865.49 in unauthorized payments from Victor's OPM Retirement income, IRS Treasury, and unauthorized assets**³⁴

³³ See. Exhibits B-6 through B-10

³⁴ See Bank Records, Exhibit G

133. Howard Kessler fraudulently takes \$54,078.93 from Victor's OPM Retirement income & Kick-Backs: check #1011 for \$294.21 (8/26/20), check #1009 for \$324.14 (10/6/2020), check #1017 for \$204.26 (11/23/20), and check #1069 for \$136.20 (1/15/21), \$3,537.00 (1/2020) received \$4,495.35, fraudulent reimbursements, already paid for from Victor's Estate.

134. Howard Kessler fraudulently obtained a Court Order for \$8,540.29 fraudulently claiming reimbursements, already paid for from Victor's Estate & under the False Title as Healthcare Surrogate;

PETITION FOR ORDER AUTHORIZING REIMBURSEMENTS
TO HEALTH CARE SURROGATE FOR EXPENSES OF WARD

Petitioner, Howard Kessler, designated health care surrogate for Victor W. Lambou (the Ward), by and through his undersigned counsel, hereby petitions the Court for an Order authorizing reimbursements to health care surrogate for expenses of the Ward, for the benefit of the Ward, and states the following in support thereof:


1. Petitioner is the designated health care surrogate for Victor W. Lambou (the Ward), having authority over the Ward's health care and medical affairs.
2. Petitioner has incurred expenses on behalf of the Ward in the total amount of \$8,540.29. See attached itemization of the expenses and corresponding receipts attached hereto as Exhibit A.

WHEREFORE, Petitioner requests that an Order be entered by this Court authorizing reimbursement to petitioner in the total amount of \$8,540.29, to be paid from the assets of the Ward, for the benefit of the Ward.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on May 31, 2022.


William A. Johnson, Esquire
Attorney for Guardian
Florida Bar No. 0893129


Howard Kessler
Health Care Surrogate for the Ward

ORDER AUTHORIZING REIMBURSEMENTS TO
HEALTH CARE SURROGATE FOR EXPENSES OF WARD

On the petition of Howard Kessler, as designated health care surrogate of Victor W. Lambou (the Ward), for an order authorizing reimbursements for expenses incurred, the court having examined the file in this proceeding and having considered the evidence presented regarding the criteria established by Section 744.108(2), Florida Guardianship Law, and finding that the material allegations of the petition are true, and being otherwise fully advised, it is

ADJUDGED as follows:

1. That Howard Kessler, designated health care surrogate for Victor W. Lambou (the Ward), is entitled to reimbursement for expenses of the Ward in the amount of \$8,540.29.
3. That the successor guardian of the property of Victor W. Lambou (the Ward), is authorized and hereby directed to reimburse Howard Kessler for expenses of the Ward, from the assets of the Ward, in the total amount of \$8,540.29.

Friday, January 13, 2023

135. In seeking this Court order, Kessler, falsely testifies he is a Healthcare Surrogate & seeks services as Healthcare Surrogate. He attends a hearing, and testifies for over an hour, even answering questions to the Judge about his services as a Healthcare Surrogate.

[HEARING 2/21/24, Howard Warner Kessler, sworn testimony, pg. 20, lines 1-19]

MS. COLEMAN: And did you serve as the healthcare surrogate for Victor Lambou?

KESSLER: Yes.

MS. COLEMAN: And could you tell me what were your duties as the healthcare surrogate?

KESSLER: As a healthcare surrogate, my duties were principally to help Victor with his doctors' appointments, medical decisions concerning his illnesses, basically taking care of the health issues for Victor Lambou.

MS. COLEMAN: And did you file a petition to get compensated for those services?

KESSLER: Yes.

136. On January 13, 2023, the Court grants him \$8,540.29, in an Order titled "Reimbursements to Healthcare Surrogate for Expenses of the Ward.

137. Following Kessler, obtaining \$8,540.29, holding himself out to the Court to be entitled to this compensation as a Healthcare Surrogate, Van Meter, Johnson, and Kessler, all confess that Kessler was never a Healthcare Surrogate.

[Deposition, Howard Kessler, 1/31/25]

MR. FERDERIGOS: I'm pulling up another exhibit. And this is a petition to order authorization payment of compensation of health care surrogate, correct?

KESSLER: Yeah, it has me listed as health care surrogate. I would like to comment on that, if you allow me to, on the health care surrogate.

MR. FERDERIGOS: Yes.

KESSLER: Okay. So I was designated as health care surrogate at some time. Although, I never functioned as a health care surrogate because I maintain that Victor maintained his competency. I assumed that every time that I was being referred to as health care surrogate it means that I was the designated health care surrogate if Victor became incapacitated. I just wanted to make that clear that that was my understanding of If I err in my understanding, I'm sorry. But I was a designated health care surrogate who never functioned as health care surrogate.

MR. FERDERIGOS: Okay. Why were you providing these services that you just stated if he was competent then?

KESSLER: I never provided -- I never provided health care surrogate actions for Victor Lambou, never.

[See. *Deposition Van Meter*, Exhibit I, pg.105, line 1-3]

MR FERDERIGOS: Did you ever notify the court that your husband, Howard Kessler, was acting as healthcare surrogate?

THE WITNESS: *He never acted as a healthcare surrogate.*

[See *Deposition of William Johnson*, Exhibit H pg 15, lines 17-19]

MR FERDERIGOS: He told you that he's the healthcare surrogate, correct?

THE WITNESS: *Correct.*

MR FERDERIGOS: And you relied on him?

THE WITNESS: *I did.*

MR FERDERIGOS: Was there a court order appointing a healthcare surrogate for Victor Lambou?

THE WITNESS: *Not that I'm aware of.*

138. Kessler, provides receipts to the Court when requesting reimbursement for \$8,540.29. However, the receipts he claims to need reimbursement for are the same expenses, Victor's estate previously paid in 2021, prior to Kessler's Petition seeking reimbursement on July 15, 2022.

Exhibit A
Expenses paid by Howard Kessler

Date	Payee	Description	Amount
02/20/21	Costco	Cheese	\$ 6.99
02/20/21	Walmart	Coffee and snacks	\$ 39.56
02/20/21	Publix	Dog food	\$ 11.28
02/20/21	Publix	Prescription medications	\$ 3.00
03/24/21	TJMaxx	Jacket	\$ 26.86
03/26/21	JC Penney	2 pairs of pants	\$ 37.60
03/31/20	Victoria Heuler, Esquire	Legal Fees	\$ 3,927.50
04/28/21	Publix	Dog food	\$ 22.03
05/09/21	Walmart	Shower chair	\$ 46.54
05/16/20	Mark Solomon, Esquire	Legal Fees	\$ 1,000.00
07/16/21	Victoria Heuler, Esquire	Legal Fees	\$ 2,597.85
08/11/21	Home Depot	Duplicate house keys	\$ 5.64
08/19/21	Dollar General	Light bulbs	\$ 11.77
08/19/21	Walmart	No trespassing and for sale signs	\$ 6.08
08/31/21	Elizabeth Davies	Garage storage of Ward's truck	\$ 770.00
09/29/21	Costco	Eye vitamins	\$ 27.59
Total:			\$ 8,540.29

Howard Kessler
408 Plantation Road
Tallahassee, FL 32303

Request reimbursement, per Victor Lambou's agreement (attached), from Victor Lambou for legal fees relating to accusations against me by GERALYN Lambou, Mr. Lambou's daughter.

Paid to Victoria Heuler:

3/31/20	3,927.50
7/16/21	2,597.85

Paid to Mark Solomon, criminal attorney:

5/16/20	1,000.00
---------	----------

Total reimbursement 7,525.35

139. Victor's guardianship estate already paid Heuler-Wakeman Law firm in full for their invoices for \$3,927.50 and \$2,597.85.

VICTOR W LAMBOU
272 PINE LN.
CRAWFORDVILLE, FL 32327

81-275/220 1036

DATE 6-11-2021

PAY TO Heuler-Wakeman Law \$1,818.63

ONE THOUSAND EIGHT HUNDRED EIGHTEEN AND 63/100

DIAMOND CHECKING

MEMO 3-23 to 6-3-2021 Anne Van Meter

⑆082902757⑆ 0503281861⑆ 1036 as Guardian

VICTOR W LAMBOU
408 PLANTATION RD.
TALLAHASSEE, FL 32303

81-275/220 1130

DATE 11-9-2021

PAY TO Heuler-Wakeman Law \$487.50

FOUR HUNDRED EIGHTY SEVEN AND 50/100

DIAMOND CHECKING

MEMO 1 Anne Van Meter

⑆082902757⑆ 0503281861⑆ 1130 as Guardian

VICTOR W LAMBOU
272 PINE LN.
CRAWFORDVILLE, FL 32327

81-275/220 1041

DATE 7-16-2021

PAY TO Heuler Law Firm \$1,045.00

ONE THOUSAND FORTY FIVE AND 00/100

DIAMOND CHECKING

MEMO 3881 Anne Van Meter

⑆082902757⑆ 0503281861⑆ 1041

VICTOR W LAMBOU
272 PINE LN.
CRAWFORDVILLE, FL 32327

81-275/220 1046

DATE 8-12-2021

PAY TO Heuler Law Firm \$3,202.50

THREE THOUSAND TWO HUNDRED TWO AND 50/100

DIAMOND CHECKING

MEMO Anne Van Meter

⑆082902757⑆ 0503281861⑆ 1046 as Guardian

140. Elizabeth Davies, Van Meter’s mother, was listed on the Final Accounting on 3/15/23, as never being paid the \$770.00. This is the same invoice that Kessler, claims he paid, and part of the \$8,540.29, he was reimbursed for by the Court.

Other Liabilities			
Description of Liability <i>(see instructions)</i>	Source of Information	*	Estimated Liability
Elizabeth Davies - vehicle storage			\$ (770.00)
do not use this line (insert rows above this line)			
Total Other Liabilities <i>(enter on Summary line 8)</i>			\$ (770.00)

141. After Kessler, was caught and called out for falsely claiming to have standing in Victor’s guardianship case, as Victor’s Healthcare Surrogate, he withdraws his pending petition seeking \$40,293.29 as Healthcare Surrogate, and has his wife, Van Meter, file it under her name, requesting these funds as Victor’s “friend”. Sharply contradictory, from the testimony Kessler, gave the Court during his hearing on 2/21/24, where he

vehemently argues, his status as Healthcare Surrogate, and that he would never expect compensation as Victor's friend.

[HEARING ON 2/21/24 Page 144, Lines 5-7]

KESSLER: "Yeah. And the answer is -- the answer is: If you're looking specifically as a healthcare surrogate -- would I have ever billed Victor for time as a friend? No."

142. From October 2019, until 2022, Sketchley, Van Meter, Johnson, Van Meter's Mother, campaign donors, of Kessler's political campaign, all take substantial unauthorized funds without seeking Court approval from Victor's OPM Retirement income.

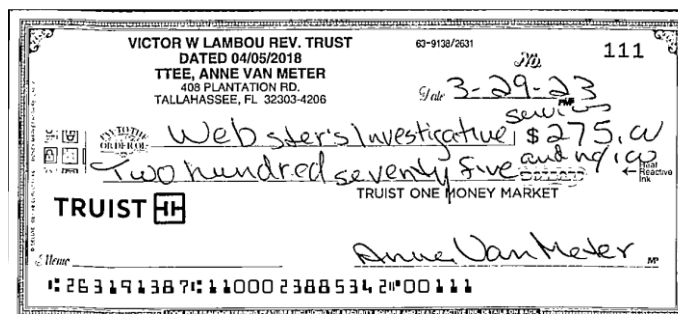
143. Housing Facilities double and triple bill Victor's Estate, solely funded by federal OPM retirement income, and Medicare and BCBS, benefits, for the same months and without authorization. These include: Senior Transitions \$2500.00; Tapestry Walden \$4,500.00; Theft of Cherry Laurel, Holiday by Atria \$64,109.35 from November 2019 through August 2022; Theft of St. Augustine Plantation \$40,220.51 from March 2022 through July 2022 (5-months) ; Theft of Westminster Oaks \$6,282.76, for March & April 2022; Theft of Real-Estate Investors³⁵

³⁵ See. Bank Records, Exhibit G

IX. THEFT OF PERSONAL PROPERTY

144. Sketchley, Kessler, and Van Meter, hired Private Investigator Beau Webster, owner of Webster's Investigative Services, LLC to surveillance Victor's home, and paid for these services from Victor's estate. Police were called for a break-in when home surveillance caught Kessler and the PI attempting to break into Victor's home.

145. This service was paid without disclosing to the Court, from Victor's OPM Retirement income.



[Deposition, Kessler, 1/30/25]

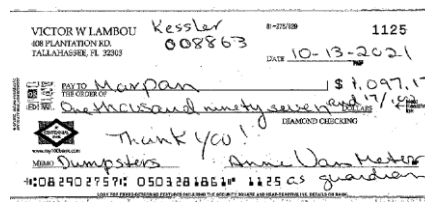
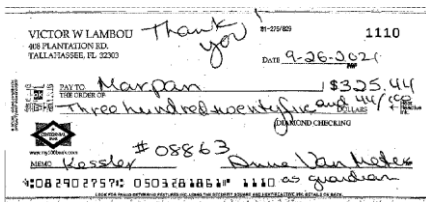
MR. FERDERIGOS: You hired a private investigator, Bill Webster, to surveil Mr. Lambou's home, correct?

KESSLER: I don't know that I hired a private detective, Mr. Webster...

MR FERDERIGOS: So that is correct. You hired -- you made arrangements with Bill Webster, correct?

KESSLER: I don't remember the name Bill Webster, but I think I -- I called him Beau Webster. I'm not sure.

146. Kessler arranges without authority during the guardianship for Marpan dumpster services to remove substantial amounts of Victor's property that was in good condition. However, later it is discovered, that Van Meter, issued multiple checks to Marpan, where Kessler's hand-written name appears, evidencing the possibility that Victor's property was given in exchange for money. And the hand-written name was a mechanism of tracking. [Example of checks with Kessler's name]



X. CONVERSION

147. On December 4, 2019, Van Meter, prior to obtaining the status as Successor Trustee over Victor's Trust, Van Meter, initiates contact with Susan Schatzman, agent for Harbor Point Realty, to run numbers for the value of Victor's Homestead Property.

From: Susan M Schatzman Email@ParagonMessaging.com
Subject: Link to Listings - 272 Pine Lane
Date: December 4, 2019 at 12:43 PM
To: vanmeteranne@gmail.com, annhow23@gmail.com

Howard and Anne,

I went out and did a drive by inspection of the property on Pine Lane. It appears to be in average condition. I had a difficult time finding appropriate comps for the property, so did the best I could in coming up with a value. I would give the property a value range of \$260,000-\$280,000 and that would be in its current as is condition. I've attached a Comparative Market Analysis summary for your review.

Please let me know if you have any questions or if I can help you further.

Thank you,

Susan Schatzman

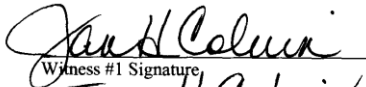
Broker Associate

Harbor Point Realty

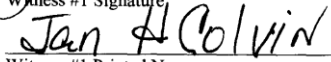
850-519-2292

148. Van Meter used Susan Schatzman 2 years prior when she sold Heide Clifton home, as she took control of her assets, and obtaining POA and Personal Representative of Heide's Estate in Probate, as seen on the home sale Deed transfer recorded on 5/23/17:

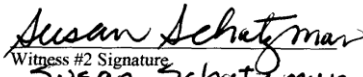
Signed, sealed and delivered in the presence of:



Witness #1 Signature



Witness #1 Printed Name



Witness #2 Signature



Witness #2 Printed Name



ANNE VAN METER,
Personal Representative

251 LEVY BAY RD, PANACEA, FL 32346

STATE OF FLORIDA
COUNTY OF WAKULLA

149. On December 26, 2019 Van Meter, obtains status as Successor Trustee over Victor Lambou's Revocable Trust, while Victor property is held in a Guardianship for the Court to Oversee the management of his property.

150. After Van Meter obtains status as Trustee, Sketchley, contacts Victor's DWS Stock account directing them to turn funds over to Van Meter's control.

151. Van Meter subsequently sells these stocks, distributing the liquid assets across both guardianship and trust accounts, where money is subsequently distributed to ENTERPRISE MEMBERS.

152. On 9-10-21, Van Meter sells Victor's Homestead Protected property undervalue of over \$100,000.00 for a cash deal to, Michael Hutchinson, owner and agent of, Southern Oak Real Estate.

153. Hayward Title Group, clears the title, without proper investigation. Subsequently, Hutchinson later transfers the deed multiple times over the next few years.

154. The funds from the sale of Victor's homestead property are deposited in both his trust and guardianship accounts, and used to pay for

unauthorized payments to Kessler, Sketchley, Johnson, Van Meter, Friends & Family of Van Meter, and unauthorized housing payments.

XI. OBSTRUCTION OF JUSTICE (18 U.S.C. § 1503); OBSTRUCTION OF CRIMINAL INVESTIGATIONS (18 U.S.C. § 1510); OBSTRUCTION OF STATE OR LOCAL LAW ENFORCEMENT (18 U.S.C. § 1511); TAMPERING WITH A WITNESS, VICTIM, OR INFORMANT (18 U.S.C. § 1512); RETALIATING AGAINST A WITNESS, VICTIM, OR INFORMANT (18 U.S.C. § 1513) (OCTOBER 2019 – AUGUST 2022

155. On 9/17/19, Sketchley, falsely fills out paperwork claiming, Victor has no Advanced Directives when submitting him to Tapestry.³⁶ The following month, Sketchly, files a Revocation of POA, dated 10/11/19, and waits until March 2020, to file it with the county. During this time Sketchley fails to notify Geralyn, while reporting her to police for making unauthorized decisions over Victor's property.³⁷

156. From October 1, 2019 until 2022, Kessler reports false statements to Dr. Katz that is written in Victor's medical records. Statements included, but not limited to: Geralyn was involved in vehicle theft from Victor's

³⁶ See. Tapestry Records, Exhibit B-6

³⁷ See. Police Report filed by Sketchley 2/26/20

property; that Victor's two daughters who are residing in his home illegally; Victor's daughters have been trespassing on Victor's property, and in result an eviction order was acquired; Victor's daughters sold most of Victor's possessions without authority; Victor's daughters are reportedly prone to violence when confronted about their presence.³⁸

157. Additionally, Kessler, reference statements made by Sketchley in his reporting to Dr. Katz, including, that Victor was relocated to Tapestry Memory care, to keep him safe from Geralyn's abuse.³⁹

158. On multiple occasions from 2019 through 2022, Sketchley, published false and defamatory statements about Geralyn Lambou to various third parties, including law enforcement, Adult Protective Services (APS), medical professionals, and the court. These statements damaged Geralyn Lambou's reputation and undermine her legal authorities concerning her father, Victor Lambou.

159. On February 28, 2020, Sketchley filed an Objection to Petition for Appointment of Court Monitor, falsely claiming Geralyn was an "estranged daughter" and that she had been "found by Florida's Adult Protective Services to have abused, neglected and/or exploited Mr. Lambou."

³⁸ See. Exhibit A-1

³⁹ See. Exhibit A-1

Sketchley, did this with knowledge that Geralyn had been living with Victor, prior to Sketchley removing Victor in September 2019 and taking measures to conceal his whereabouts to his family.

160. On February 29, 2020, in a Vulnerable Adult's Response, Sketchley falsely stated that "Geralyn Lambou, the exploiter, is currently the subject of any open criminal.

161. During court hearings and communications with third parties, Sketchley repeatedly alleged that Geralyn was financially exploiting her father, spending his money on "alcohol and lingerie."

162. Sketchley told law enforcement and APS that Geralyn had forged documents, stolen vehicles, and was engaging in criminal activities.⁴⁰

163. Sketchley further stated to the Court, law enforcement, agencies, and 3rd parties, Denita Lambou was accused of alleged abuse and improper actions towards family members, was involved in incidents surrounding her mother's death.⁴¹

164. Sketchley further stated to the Court, law enforcement, agencies, and 3rd parties, Vicki Lambou, had been accused of alleged abuse and improper

⁴⁰ See. Police Report filed by Geralyn 1/16/20

⁴¹ See. Police Report filed by Sketchley 2-26-20

actions, who was also involved in incidents concerning their mother's death⁴².

165. However, after Victor died, while Sketchley was testifying during a hearing on April 3, 2024, she testified contrary to these statements and admitted there "never a finding of verified exploitation against Geralyn nor could Sketchley provide definitive proof for any of the allegations.

XII. ISOLATION & FAILURE TO NOTIFY (*October 2019 – August 2022*)

166. Sketchley, intentionally, choses to not provide notice to Victor's family when she filed, the Petition for Voluntary Guardian of Property, Notice for Revocation, Appoint of Trustee, Eviction, Petition for Successor Guardian, Death of Victor.

167. Similar to Victor's case, Tammy Vernon, a local community member provided an affidavit 8/1/20 Affidavit and this excerpt, indicates, Van Meter's has *pattern of taking control, over sick, elderly, and vulnerable adults*, after witnessing Van Meter's actions with her close friend Heide Clifton.⁴³

⁴² See. Police Report filed by Sketchley 2-26-20

⁴³ See. Affidavit Tammy Vernon, Exhibit E-21

168. Vernon testified that Van Meter had Clifton sign advanced directives, where Van Meter starts to actively take action to isolate elderly victims. Shortly after Van Meter takes control over their life, they start to become sick and quickly pass away.⁴⁴

[8/1/20 Affidavit, Tammy Sue Vernon]

Anne soon began to isolate Heide from all of her old friends. She did not want Heide to even talk to anyone outside of a very tight circle which included herself, her good friend Barbara and her husband Dr. Kessler. Anne began to monitor everything in Heide's life..calls, mail, visits, etc. One day Anne abruptly informed me that she had changed all locks at the house. I thought that was a very strange thing to do

[8/1/20 Affidavit, Tammy Sue Vernon]

Shortly before Heide passed, Anne kick me out. By this time my dear friend was too weak to protest. I never saw her again. She died at the young age of 77 years old on June 21, 2018, only one short month after her diagnosis

169. Van Meter repeatedly relocates Victor between facilities while, systematically redacting Victor's locations in all accounting documents filed in the court—actions she undertakes without any legal authority to make such life-altering decisions.

⁴⁴ See. Affidavit Tammy Vernon, Exhibit E-21

02/14/22	1153	A Storage Solution	Deposit and 1 month rent	d	\$	123.08
02/22/22	1155	ALF (name confidential)	Deposit	d	\$	1,000.00
02/28/22	1156	Genesis Eldercare	Personal assistance	d	\$	200.00
02/28/22	EFT	Walmart	Chocolate	d	\$	11.80
03/07/22	1157	A Storage Solution	Rent	d	\$	98.08
03/16/22	1160	Nursing Home (name confidential)	Haircut and shave for the Ward	d	\$	38.00
03/18/22	1159	ALF (name confidential)	Room & Board	d	\$	2,000.00
03/18/22	1163	ALF (name confidential)	Room & Board	d	\$	2,738.87
03/22/22	1161	HomeGoods	Bedding and towels	d	\$	177.30
03/28/22	1201	Dr. McCay	Podiatrist	d	\$	30.00
03/31/22	1202	Master Movers	Storage to St. Augustine Plantation	d	\$	390.00
04/04/22	1204	A Storage Solution	Rent	d	\$	98.08
04/05/22	1205	U.S. Post Office	Overnight shipping and stamps	d	\$	28.55
04/07/22	1203	ALF (name confidential)	Room & Board	d	\$	5,079.54

XIII. PREVENTING CAPACITY EVALUATION, TO CONCEAL EXPLOITATION OF THE ELDERLY

170. On July 14, 2021, Victor's family files a Petition for an Order to have Victor's capacity evaluated.⁴⁵

171. On July 15, 2021, Sketchley, files an objection arguing this evaluation would be an unlawful intrusion into Victor's private medical and

⁴⁵ See. Case No. 2019-GA-00067, doc. 282

financial records by unqualified individuals who have no legal right to obtain information⁴⁶.

172. On July 22, 2021, the Court orders Victor, to be evaluated for incapacity.⁴⁷

173. However, Sketchley took several actions to prevent Victor from receiving this court ordered incapacity evaluation.

174. On July 23, 2021, Sketchley, directly contacts the evaluators appointed to evaluate Victor directing them to not evaluate him These evaluator appear with Sketchley on voluminous cases throughout Florida⁴⁸.

175. In result these evaluator's contact the court stating their refusal to evaluate Victor.⁴⁹

176. On July 26, 2021, Sketchley, files an Emergency Motion requesting stay on the evaluation, alleging she will be filing an appeal.⁵⁰

⁴⁶ *See*. Case No. 2019-GA-00067, doc.283

⁴⁷ *See*. Case No. 2019-GA-00067, doc.298

⁴⁸ *See*. Case No. 2019-GA-00067, doc. 301

⁴⁹ *See*. Case No. 2019-GA-00067, doc. 301

⁵⁰ *See*. Case No. 2019-GA-00067, doc.302

177. On July 28, 2021, reliant on Sketchley's intention to appeal, the Court grants her stay. However, Sketchley takes absolutely no steps to initiate an appeal, not even filing a Notice of Appeal.⁵¹

178. On August 20, 2022, Victor dies without a capacity evaluation.

XIV. HEALTHCARE FRAUD RESULTING IN DEATH (18 U.S.C. § 1347)

179. In January 2022, after Victor's Trust protected assets have been liquidated and dispersed between both the Guardianship and Trust accounts, Kessler, begins to report to, Katz, that Victor went into in atrial fib. However, Katz, notes in his records that no such notation exists in the ED notes⁵².

180. From August 19 through August 20, 2022, Kessler and Van Meter, falsely hold themselves to be Victor's only family members, who they state to Big Bend Hospice, they are Victor's Healthcare Surrogate and POA. They make end of life decisions, that lead to the death of Victor.

181. After systematically stripping a victim of assets and severing familial connections through manipulated residential facility placements and altered medical records, to list, Van Meter and Kessler as the victim's sole familial

⁵¹ See. Case No. 2019-GA-00067, doc.308

⁵² See. Exhibit A-1

representatives, they can easily make “end of life” unauthorized decisions over their victims, to secure a quick death that does not prolong a victim’s life, depleting funds they intend to steal after death prior to transferring to probate.

182. Van Meter and Kessler falsely claim roles as Healthcare Surrogate and Power of Attorney, with Big Bend Hospice, where they strategically make end-of-life medical decisions that prioritize financial gain over patient care, deliberately refusing life-prolonging medical interventions.⁵³

183. Van Meter’s unauthorized actions extended to comprehensive hospice management, including signing consent for hospice services, reviewing medication protocols, receiving counseling and bereavement services, coordinating funeral arrangements with Tillman's Funeral Home, and explicitly denying further hospitalizations, aggressive treatments, and life-sustaining interventions, resulting in Victor suffering at the time of his death⁵⁴.

184. THE ENTERPRISE calculated approach is predicated on a financial model where the victim's longevity directly reduces potential estate

⁵³ See. Exhibit A-2

⁵⁴ See. Exhibit A-2

liquidation proceeds, available for Sketchley, Johnson, Van Meter, and Kessler.

IV. FINAL THEFT OF PROPERTY

185. Sketchley and Johnson intentionally delayed filing Victor's Suggestion of Death in his guardianship Court case until two months after⁵⁵ his passing, preventing, Victor's daughters—Geraldyn, Denita, and Vicki—from obtaining notice of their father's death, which prevented Victor's only family from attending his funeral.

186. Van Meter, took measures to conceal Victor's whereabouts for the last year in a half of his life, claiming Victor did not want to see his family. However, witnesses who saw Victor when he was with his family, witnessed a completely different set of facts, contrary to Van Meter's claims, where Victor wanted to see his family, but Van Meter, intentionally would kick his family out, during times they were able to see him⁵⁶. This was done, with no authority given to Van Meter to make these sorts of decisions.

⁵⁵ See. Case No. 2019-GA-000067, doc. 373

⁵⁶ See Affidavit Treva Denhardt, Exhibit E-19

[Deposition, Van Meter, 6/28/24]

MR. FERDERIGOS: And you never notified the family when he died, right, correct?

WITNESS: Per Mr. Lambou's wishes. That is correct.

MR. FERDERIGOS: And when did you notify the court of his death?

WITNESS: I don't know when that was done. I don't know how that works. His attorneys knew.

187. Van Meter, as Successor Trustee, never files a Notice of Trust as required when a Settlor dies, to place creditor on notice, to make timely claims.

188. In 2023, Denita and Geralyn initiate probate proceedings, and are appointed as Personal Representatives shortly after learning of their Father's death.

189. In 2023, following Victor's death on August 20, 2022, Johnson, Sketchley, Van Meter, Kessler, wait six (6) months until after his death to request guardianship fees from 2019, 2020, & 2021, while failing to notify the Court of funds they had collected they have concealed from the Court. Their petitions are accompanied by fraudulent billing documentation that systematically conceals the numerous unauthorized decisions made without judicial oversight.

190. This scheme has been continuously repeatedly for over 10 years and ongoing, and this is the exact scheme that took place, leading Victor Lambou suffering at his death, grasping for oxygen, screaming in pain, on August 20, 2022. And the complete depletion of Victor Lambou's estate, and substantial harm in reputation, emotional, physical, and financial harm of his adult children.

191. All ENTERPRISE MEMBERS used funds generated from the Enterprise to continue to funds their businesses, while waiting for their next victim.

XVI. CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Racketeer Influenced and Corrupt Organizations (RICO)

18 U.S.C. § 1961, et. seq.

Violation of RICO 18 U.S.C. § 1962(a)(b)(c)(d)

192. Plaintiffs incorporate by reference all preceding paragraphs of this complaint as if fully set forth herein, and further allege as follows:

193. This claim is brought by Plaintiffs against all Defendants for actual damages, treble damages, and equitable relief under 18 U.S.C. § 1964, for violations of 18 U.S.C. § 1961, et seq.

194. At all relevant times, Defendant(s) is and has been a “person” under 18 U.S.C. § 1961(3) because it is capable of holding, and does hold, “a legal or beneficial interest in property.”

195. Each Plaintiff is a “person,” as that term is defined in 18 U.S.C. § 1961(3), and has standing to sue as it was and is injured in its business and/or property as a result of Defendant’s wrongful conduct described herein including the systematic theft and conversion of Plaintiffs beneficiary interest in Victor’s Estate.

Plaintiff(s) v ENTERPRISE MEMBERS

196. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 195, supra, as if fully set forth herein.

197. This Enterprise is an informal network of individuals and entities, “Associated in Fact”, who are primarily made up of legal, healthcare, and real-estate professionals.

198. The scheme begins, with, Sketchley luring potential elderly clients through her estate planning services advertised to prevent the exploitation of the vulnerable and elderly.

199. Plaintiff(s) alleges the ENTERPRISE include, but not limited to: Howard Kessler, Anne Van Meter, Twyla Sketchley, William Johnson,

Leonard Helfand, Cherry Laurel Assisted Living Facility, Atria Management Company, LLC, Holiday by Atria, Inc., St. Augustine Plantation, Westminster Oaks, FSU SeniorHealth, Paul Katz, MD Tallahassee Memorial Hospital (TMH), TMH Physician Partners, Big Bend Hospice, Defendants Susan Schatzman, Harbor Point Realty, Michael Hutchinson, Southern Oak Real Estate, Hayward Title Group who remain their associated network have established an illegal enterprise designed to systematically exploit vulnerable elderly individuals through a coordinated scheme of financial predation and legal manipulation.

Predicate Acts include the following:

Additional Predicate Acts Section 1961(1)

Embezzlement from Pension and Welfare Funds (18 U.S.C. § 664):

200. Under 18 U.S.C. § 664, the evidence suggests embezzlement from Victor's guardianship estate, involving systematic theft and conversion of his Medicare, private federal benefits through BCBS, federal OPM Retirement income, IRS Treasury deposits funds and personal property.

201. The enterprise's coordinated actions, led to the complete control and depletion of Victor's OPM retirement income of \$108,000 for 39-months beginning in October 2019.

202. Additionally, Paul Katz, under FSU SeniorHealth, Tallahassee Memorial Healthcare, under TMH Partners, Westminster Oaks, and Big Bend Hospice received maximum benefits from Victor's Medicare and private federal BCBS benefits, for unnecessary and inflated services.

203. The systematic disposal of Victor's personal property and trust assets combined with unauthorized federal income from interstate financial transactions and conflicts of interest, demonstrates a pattern of potential willful conversion of funds and assets from an employee benefit plan or guardianship estate.

Fraud with Identification Documents (18 U.S.C. § 1028):

204. Paul Katz, under FSU SeniorHealth, Tallahassee Memorial Healthcare, under Sketchley, Kessler, Helfand and Van Meter, Johnson TMH Partners, Westminster Oaks, and Big Bend Hospice, Cherry Laurel, whose parent companies include Holiday by Atria, Inc. and Atria Management Company, LLC, St. Augustine Plantation, knowingly distributed, Victor's driver license and social security information, with his name, and date of birth, amongst all their records, without authorization.

205. These identification documents were stolen from Victor by Sketchley, Kessler, and Van Meter, and used under false status' and false authority and circulated amongst all ENTERPRISE MEMBERS.

Obstruction of Justice (18 U.S.C. § 1503):

206. Sketchley, Kessler, and Van Meter engaged in a systematic pattern of corruptly attempting to influence and impede judicial proceedings through intentional false statements to law enforcement and strategic manipulation of Victor Lambou's legal and medical circumstances. Their actions demonstrate a deliberate effort to obstruct justice by providing misleading information about Geralyn's power of attorney, fabricating allegations of exploitation, and strategically redirecting Victor's mail and legal documentation without proper authority.

207. The prohibited conduct included making false statements to police, intentionally misrepresenting Victor's capacity and family relationships, and providing fraudulent narratives designed to intimidate and impede Geralyn's ability to care for her father. They specifically targeted potential witnesses (Geralyn and her family) by falsely reporting criminal activities, changing legal documents without consent, and creating a narrative that would discredit potential testimony.

208. Their actions met the "corruptly" standard by deliberately manipulating legal processes, including revoking power of attorney without proper notification, filing misleading guardianship proceedings, and issuing unauthorized funds from Victor's accounts. The intentional nature of these actions, combined with their coordinated efforts to prevent Geralyn from accessing information and challenging their actions, directly aligns with the obstruction of justice statute's core prohibitions against impeding judicial proceedings.

Elements of Obstruction of Criminal Investigations (18 U.S.C. § 1510):

209. Sketchley, Kessler, and Van Meter willfully endeavored to obstruct criminal investigations through a coordinated series of actions designed to prevent witnesses from reporting crimes and cooperating with law enforcement. Their systematic approach involved deliberately fabricating false statements to police, intentionally misrepresenting Victor Lambou's medical capacity, and creating misleading narratives to frustrate potential criminal investigations into their own misconduct.

210. Their primary method of obstruction involved strategic communication with law enforcement, where they systematically provided false information about Geralyn's power of attorney, fabricated allegations of exploitation, and manipulated Victor's legal and medical documentation.

By redirecting Victor's mail, removing him from his home, and filing misleading guardianship proceedings, they actively worked to prevent Geralyn from communicating accurate information to authorities.

211. The obstruction extended to interfering with potential witness testimony by creating a complex web of false statements, including claims about Victor's relationship with his daughters, allegations of vehicle retitling, and misrepresentations about financial transactions. Their actions were specifically designed to prevent witnesses from reporting potential criminal activities and to frustrate law enforcement's ability to conduct a thorough and impartial investigation into the circumstances surrounding Victor Lambou's care and legal status.

Obstruction of State or Local Law Enforcement (18 U.S.C. § 1511):

212. Sketchley, Kessler, and Van Meter engaged in a coordinated unlawful conspiracy to obstruct and interfere with local law enforcement investigations through a systematic pattern of willfully and knowingly providing false statements, manipulating evidence, and preventing witnesses from cooperating with authorities. Their actions specifically targeted law enforcement's ability to investigate potential exploitation and financial misconduct surrounding Victor Lambou's care and legal affairs.

213. The conspiracy involved multiple deliberate methods of obstruction, including fabricating false police reports, making misleading statements about Geralyn's power of attorney, and strategically redirecting Victor's mail and legal documentation. They intentionally created barriers to law enforcement by presenting contradictory narratives, falsely alleging criminal activities, and undermining potential witness testimony through calculated misrepresentations.

214. Their obstruction efforts extended to interfering with potential criminal investigations by manipulating Victor's medical and legal circumstances, filing misleading guardianship proceedings, and issuing unauthorized funds from Victor's accounts. The coordinated actions of Sketchley, Kessler, and Van Meter were designed to resist and impede law enforcement's ability to conduct a thorough and impartial investigation into the allegations of financial exploitation and potential elder abuse.

Tampering with a Witness, Victim, or Informant (18 U.S.C. § 1512):

215. Sketchley, Kessler, and Van Meter engaged in a deliberate and systematic attempt to tamper with witnesses, specifically targeting Geralyn Lambou through multiple corrupt persuasion techniques designed to prevent her from providing truthful information about Victor Lambou's care and financial affairs. Their tampering methods included intentionally

misleading law enforcement by fabricating false allegations of exploitation, strategically revoking Geralyn's power of attorney without proper notification, and creating a complex narrative to discredit her testimony.

216. The witnesses' tampering extended to intentionally intimidating Geralyn through multiple channels, including filing false police reports, making misleading statements to authorities, and strategically manipulating Victor's legal and medical documentation to prevent her from effectively communicating the truth. By redirecting Victor's mail, removing him from his home, and filing guardianship proceedings without proper authorization, they directly sought to impede Geralyn's ability to provide accurate information to investigators.

217. Their actions met the federal statute's requirements for witness tampering by knowingly using corrupt persuasion and intimidation techniques, including providing false statements to law enforcement, fabricating allegations of criminal activity, and systematically undermining Geralyn's credibility. The coordinated efforts to prevent Geralyn from testifying or communicating truthfully about Victor's circumstances represent a clear and intentional attempt to obstruct justice and tamper with a potential witness.

Retaliating Against a Witness, Victim, or Informant (18 U.S.C. § 1513):

218. Sketchley, Kessler, and Van Meter engaged in a systematic pattern of retaliating against Geralyn Lambou through multiple intentional actions designed to intimidate, threaten, and prevent her from providing information about Victor Lambou's care and financial affairs. Their retaliatory methods included filing false police reports, making misleading statements to law enforcement, and strategically manipulating legal documents to create barriers to Geralyn's ability to communicate and protect her father's interests.

219. The retaliation specifically targeted Geralyn as a potential witness by initiating guardianship proceedings, revoking her power of attorney without proper notification, and fabricating allegations of exploitation. They used intimidation techniques such as calling law enforcement with false claims, redirecting Victor's mail, and removing him from his home under false pretenses, all designed to prevent Geralyn from effectively communicating or providing information about Victor's circumstances.

220. Their actions extended to workplace-like harassment by attempting to damage Geralyn's reputation through allegations of criminal history, aggressive behavior, and financial misconduct. By coordinating false statements to authorities, misrepresenting Victor's medical capacity, and creating a complex narrative to discredit her, Sketchley, Kessler, and Van

Meter systematically worked to obstruct Geralyn's ability to act as a witness and protect her father's interests, meeting the federal statute's provisions for retaliating against a potential witness.

Mail Fraud (18 U.S.C. § 1341):

221. SKETCHLEY took action to redirect all of Victor's mail including but not limited to financial and banking statements, Victor's federal Office of Personnel Management (OPM) retirement benefits, checks and statements from the Crawfordsville Post office in September of 2019 to be sent to the residence of Van Meter and Kessler at 408 Plantation road, Tallahassee, Florida. (*See Deposition Van Meter, Exhibit I. pg. 56, Line 24.*) This was their residence personal residence and this was done without authority nor authorization. It was done in a deliberate attempt to manipulate communication channels, so the ENTERPRISE, could have full control all Victor's finances and federal benefits. This continued through Victor's death on August 20, 2022, and thereafter. During a deposition with Van Meter, when asked why and how they re-routed Victor's mail, she claimed because LEONARD Helfand who was just appointed Guardian of Property in October 2019, was too tired and old. It was confirmed through depositions, that Sketchley, used her legal status, demanding her client's mail be re-routed to Van Meter and Kessler. This was concealed from the Court.

222. This mail redirection was intentionally executed through direct contact with post offices, strategically isolating the ward and preventing him from receiving crucial personal and financial correspondence.

223. The scheme was further evidenced by Victor's own statement that he was unaware of the mail redirection, and Sketchley's deposition admission of deliberately routing mail to her home "without authorization" during the guardianship period, with the ultimate goal of controlling Victor's federal retirement income and medical records.

Interference with Commerce, Robbery, or Extortion (18 U.S.C. § 1951, Hobbs Act):

224. Sketchley, Kessler, and Van Meter, and their associates systematically interfered with interstate commerce by deliberately obstructing Victor's federal Office of Personnel Management (OPM) retirement benefits through a calculated scheme of financial manipulation.

225. They intentionally intercepted Victor's bank accounts without authorization, withdrawing \$7,000 and subsequently concealing multiple large deposits totaling over \$23,000, which significantly deviated from his standard monthly federal benefit of \$2,800.

226. By exploiting Victor's vulnerable status and isolating him from family and friends, they effectively used intimidation and undue influence to obtain property through wrongful means.

227. Their actions directly impacted interstate financial systems by intercepting federally administered retirement payments, with the specific intent to obstruct Victor's access to his own funds and redirect federal benefits for personal gain.

228. The scheme extended beyond initial theft, as they continued to receive and conceal federal benefits even after Victor's death, demonstrating a sustained pattern of extortion and commercial interference.

Unlawful Welfare Fund Payments (18 U.S.C. § 1954):

229. Sketchley, and Van Meter, as a de facto administrator of Victor's financial accounts, engaged in prohibited actions under 18 U.S.C. § 1954 by systematically manipulating federal welfare and benefit systems.

230. Specifically, they intercepted Victor's Office of Personnel Management (OPM) retirement payments, withdrawing \$7,000 initially and subsequently concealing a \$23,000 deposit that far exceeded his typical \$2,800 monthly benefit.

231. KESSLER's direct testimony revealed a \$750 kickback from Cherry Laurel Assisted Living Facility, demonstrating a clear pattern of

unauthorized financial interactions intended to influence employee benefit plan operations.

232. Their actions crossed interstate commerce boundaries by manipulating federal retirement and healthcare benefits, including Medicare and Blue Cross Blue Shield insurance payments.

233. The scheme involved multiple prohibited actions: accepting unauthorized payments, soliciting kickbacks, and concealing financial transactions, while maintaining complete control over Victor's financial and medical resources after isolating him from family and friends.

18 U.S.C. § 1957

234. Sketchley, Kessler, and Van Meter and her associates knowingly engaged in multiple monetary transactions exceeding \$10,000 involving criminally derived property from Victor's federal OPM retirement funds.

235. Specifically, they executed a sophisticated financial scheme involving a \$23,000 OPM deposit into Victor's account, which substantially deviated from his typical \$2,800 monthly benefit.

236. These transactions were conducted through financial institutions, deliberately circumventing legal oversight by withdrawing \$7,000 initially and subsequently concealing large payments.

237. The monetary transactions were directly linked to criminal proceeds, with Kessler explicitly admitting to receiving a \$750 kickback from Cherry Laurel Assisted Living Facility.

238. Their actions continued even after Victor's death, demonstrating a calculated pattern of financial fraud involving systematic withdrawals, deposits, and fund transfers that knowingly utilized Victor's bank accounts as conduits for unauthorized financial transactions.

Plaintiff(s) v ENTERPRISE MEMBERS.

(Violation of 18 U.S.C. § 1962(a))

239. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 238, supra, as if fully set forth herein.

240. Plaintiffs(s) alleges that the ENTERPRISE includes, but not limited to: Howard Kessler, Anne Van Meter, Twyla Sketchley, William Johnson, Leonard Helfand, Cherry Laurel Assisted Living Facility, Atria Management Company, LLC, Holiday by Atria, Inc., St. Augustine Plantation, Westminster Oaks, FSU SeniorHealth, Paul Katz, MD Tallahassee Memorial Hospital (TMH), TMH Physician Partners, Big Bend Hospice, Defendants Susan Schatzman, Harbor Point Realty, Michael Hutchinson, Southern Oak Real Estate, Hayward Title Group who remain their associated network have established an illegal enterprise designed to

systematically exploit vulnerable elderly individuals through a coordinated scheme of financial predation and legal manipulation.

241. Enterprise Existence: The ENTERPRISE formed an association-in-fact enterprise comprising four interconnected sub-groups: Elder Law Attorneys, Assisted Living Facilities, Healthcare Providers, and Real Estate Investors. This informal network operates with a unified objective of extracting financial resources from elderly victims through calculated legal and medical strategies.

242. Interstate Commerce Nexus: The enterprise directly affects interstate commerce through multiple mechanisms, including: Medicare billings across state healthcare systems; Federal Blue Cross Blue Shield insurance claims; Federal Office of Personnel Management retirement fund transactions; Inter-state property transactions and real estate transfers.

243. Pattern of Racketeering Activity: The ENTERPRISE have consistently engaged in a pattern of criminal activities over a decade, demonstrating: Mail fraud through unauthorized mail redirection; Wire fraud via manipulated medical records and billing; Healthcare fraud through unnecessary medical services; Financial exploitation of vulnerable adults; Kick-Backs for Referring within the Network; Systematic property seizure and under-market real estate transactions.

244. Income Derivation: ENTERPRISE MEMBERS directly obtained income through their racketeering activities, including: Kickbacks from assisted living facilities; Unauthorized property sales; Medicare and insurance billing fraud; Legal fees from guardianship proceedings; Estate liquidation proceeds and used and invested this income that was derived from a pattern of racketeering activity in this interstate enterprise as stated throughout this complaint.

245. The enterprise's continuous and systematic approach to exploiting elderly victims, as exemplified by the case of Victor Lambou, demonstrates a clear violation of 18 U.S.C. § 1962(a) through organized, calculated financial predation.

246. WHEREFORE, Plaintiff(s) respectfully requests that this Honorable Court: Enter judgment in Plaintiff's favor and against ENTERPRISE MEMBERS for violations of 18 U.S.C. § 1962(a); Award compensatory damages in an amount to be determined at trial to fully compensate Plaintiff for the injuries and economic losses sustained as a direct result of Defendants' unlawful conduct; Award treble damages as prescribed under 18 U.S.C. § 1964(c) to account for the egregious nature of Defendants' racketeering activities; Grant preliminary and permanent injunctive relief preventing Defendants from continuing their pattern of racketeering

activities; Award reasonable attorneys' fees and costs of this litigation pursuant to the statutory provisions of the Racketeer Influenced and Corrupt Organizations Act; Grant such other and further relief as this Court deems just and proper.

Plaintiff(s) v ENTERPRISE MEMBERS.

(Violation of 18 U.S.C. § 1962(b))

247. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 246, supra, as if fully set forth herein.

248. ENTERPRISE MEMBERS, under section 1962(b) engaged in an organized crime, while taking over and maintaining a legitimate business through a pattern of extortionate designed to intimidate the competitors into turning over business to those engaging in such organized crime.

249. Plaintiff(s) alleges that Sketchley, Kessler, and Van Meter have systematically acquired and maintained an improper interest and control over an elder exploitation enterprise through a deliberate pattern of racketeering activities.

250. Enterprise Existence: All ENTERPRISE MEMBERS constructed a sophisticated, multi-layered association-in-fact enterprise comprised of four interconnected sub-groups: Elder Law Attorneys, Assisted Living Facilities, Healthcare Providers, and Real Estate Investors. This network

was strategically designed to systematically target, isolate, and financially exploit vulnerable elderly individuals.

251. Interstate Commerce Nexus: The enterprise directly impacted interstate commerce through multiple mechanisms, including: Multi-state Medicare billing systems; Federal Blue Cross Blue Shield insurance transactions; Federal Office of Personnel Management retirement fund transfers; Inter-state property acquisitions and real estate transfers.

252. Acquisition and Control: ENTERPRISE MEMBERS, acquired and maintained control of the enterprise through calculated, coordinated actions: SKETCHLEY strategically positioned attorneys across multiple legal roles; Sketchley, Kessler, and Van Meter systematically removed elderly victims from their homes; ENTERPRISE MEMBERS, manipulated medical records and healthcare decisions; The network strategically redirected victims' mail and financial resources; Defendants used legal mechanisms to isolate victims from familial intervention.

253. Pattern of Racketeering: ENTERPRISE demonstrated a consistent pattern of criminal activities over a decade, including: Mail fraud; Wire fraud; Healthcare fraud; Financial exploitation of vulnerable adults; Unauthorized property seizures; Fraudulent medical billing.

254. By methodically acquiring control through these racketeering activities, ENTERPRISE violated 18 U.S.C. § 1962(b), transforming a legal network into a predatory system designed to strip elderly victims of their autonomy, assets, and dignity.

255. WHEREFORE, Plaintiff(s) respectfully requests that this Honorable Court: Enter judgment in Plaintiff's favor and against ENTERPRISE for violations of 18 U.S.C. § 1962(b); Award compensatory damages in an amount to be determined at trial to fully compensate Plaintiff for the injuries and economic losses sustained as a direct result of ENTERPRISE MEMBERS, unlawful conduct; Award treble damages as prescribed under 18 U.S.C. § 1964(c) to account for the egregious nature of ENTERPRISE racketeering activities; Grant preliminary and permanent injunctive relief preventing ENTERPRISE from continuing their pattern of racketeering activities; Award reasonable attorneys' fees and costs of this litigation pursuant to the statutory provisions of the Racketeer Influenced and Corrupt Organizations Act; Grant such other and further relief as this Court deems just and proper.

Plaintiff(s) v ENTERPRISE

(Violation of 18 U.S.C. § 1962(d))

256. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

257. Plaintiff(s) allege Sketchley, Kessler, and Van Meter knowingly conspired to establish and maintain an elder exploitation enterprise through a deliberate, coordinated agreement to violate 18 U.S.C. § 1962(d).

258. Enterprise Existence: ENTERPRISE consciously constructed an intricate association-in-fact enterprise comprised of four strategically interconnected sub-groups: Elder Law Attorneys, Assisted Living Facilities, Healthcare Providers, and Real Estate Investors. This network was deliberately designed to systematically target, isolate, and financially exploit vulnerable elderly individuals.

259. Interstate Commerce Involvement: The enterprise's activities directly impacted interstate commerce through multiple coordinated mechanisms: Multi-state Medicare billing systems; Federal Blue Cross Blue Shield insurance transactions; Federal Office of Personnel Management retirement fund transfers; Inter-state property acquisitions and real estate transfers.

260. Conspiracy to Violate § 1962(c): ENTERPRISE demonstrated a clear, knowing agreement to commit racketeering activities through: Coordinated legal manipulation; Systematic medical record falsification; Deliberate

financial resource redirection; Intentional isolation of elderly victims; Unauthorized medical and financial decision-making.

261. Shared Criminal Objectives: Each defendant knowingly agreed to and participated in a comprehensive scheme that: Exploited legal and medical systems; Stripped elderly victims of autonomy and assets; Generated illegal financial proceeds; Systematically circumvented legal protections.

262. By knowingly conspiring to establish and operate an enterprise through a pattern of racketeering activities, ENTERPRISE violated 18 U.S.C. § 1962(d), transforming their professional network into a calculated mechanism for systematic elder exploitation.

263. The defendants' coordinated actions reveal a premeditated, multi-year conspiracy designed to defraud vulnerable elderly individuals, with Victor Lambou's case representing a devastating exemplar of their systematic predatory practices.

264. WHEREFORE, Plaintiff(s) respectfully requests that this Honorable Court: Enter judgment in Plaintiff's favor and against ENTERPRISE for violations of 18 U.S.C. § 1962(d); Award compensatory damages in an amount to be determined at trial to fully compensate Plaintiff for the injuries and economic losses sustained as a direct result of Defendants'

unlawful conduct; Award treble damages as prescribed under 18 U.S.C. § 1964(c) to account for the egregious nature of ENTERPRISE racketeering activities; Grant preliminary and permanent injunctive relief preventing ENTERPRISE from continuing their pattern of racketeering activities; Award reasonable attorneys' fees and costs of this litigation pursuant to the statutory provisions of the Racketeer Influenced and Corrupt Organizations Act; Grant such other and further relief as this Court deems just and proper.

SECOND CLAIM FOR RELIEF

The Florida Racketeer Influenced and Corrupt Organizations Act (RICO)

Plaintiff(s) v ENTERPRISE

265. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 264, supra, as if fully set forth herein.

266. Plaintiff(s) allege that Defendants Howard Kessler, Anne Van Meter, and Twyla Sketchley conducted an enterprise through a systematic pattern of racketeering activity designed to exploit vulnerable elderly individuals within the state's jurisdictional boundaries.

267. Conduct of Enterprise: Defendants meticulously orchestrated a sophisticated, multi-layered enterprise comprising four interconnected sub-groups: Elder Law Attorneys, Assisted Living Facilities, Healthcare Providers, and Real Estate Investors. This network was strategically

designed to systematically target, isolate, and financially exploit elderly victims through coordinated, predatory practices.

268. Enterprise Characteristics: Informal but highly structured network; Operated with deliberate, coordinated intent; Comprised of professionals across multiple sectors; Systematically circumvented legal and regulatory protections.

269. Pattern of Racketeering Activity: Defendants demonstrated a consistent, long-standing pattern of criminal activities including: Mail fraud, Wire fraud, Healthcare fraud, Financial exploitation, Unauthorized property seizures, Fraudulent medical billing, Intentional misrepresentation, Systematic legal manipulation.

270. Specific Racketeering Predicate Acts: Falsifying medical records, Redirecting victims' mail, Fabricating legal documentation, Submitting fraudulent Medicare claims, Manipulating guardianship proceedings, Intentionally isolating elderly victims from familial support.

271. The enterprise's calculated approach, exemplified by the tragic case of Victor Lambou, reveals a methodical system of financial exploitation that systematically strips vulnerable elderly individuals of their autonomy, assets, and fundamental human dignity through a coordinated, multi-year scheme of institutional abuse.

272. WHEREFORE, Plaintiff respectfully requests that this Honorable Court: Enter judgment in Plaintiff's favor and against Defendants for violations of the Florida Racketeer Influenced and Corrupt Organizations Act, Chapter 895, Florida Statutes; Award compensatory damages to fully compensate Plaintiff for all economic and non-economic injuries proximately caused by Defendants'; Grant treble damages as prescribed under Florida Statute § 895.05, Issue injunctive relief ; Award reasonable attorneys' fees and litigation costs as authorized by Florida Statute § 895.05(9); Provide such other and further relief as this Court determines just, proper, and consistent with the remedial purposes of Florida's RICO statute.

THIRD CLAIM FOR RELIEF

(Civil Conspiracy)

Plaintiff(s) v All Defendant(s)

273. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 272, supra, as if fully set forth herein.

274. Plaintiffs allege that Defendants Howard Kessler, Anne Van Meter, and Twyla Sketchley engaged in a comprehensive civil conspiracy designed to systematically exploit vulnerable elderly individuals through coordinated, unlawful actions.

275. Conspiracy Between Parties: Defendants formed an intricate network comprising four interconnected sub-groups: Elder Law Attorneys; Assisted Living Facilities; Healthcare Providers; Real Estate Investors.

276. Unlawful Act and Means: Defendants conspired to: Establish unnecessary guardianships; Falsely represent legal and medical authority; Manipulate medical records; Redirect victims' financial resources; Isolate elderly individuals from familial support.

277. Overt Acts in Pursuance of Conspiracy: Constructing estate planning documents with intentional ambiguities; Positioning attorneys across multiple legal roles; Falsely representing power of attorney and healthcare surrogacy; Redirecting victims' mail without authorization; Submitting fraudulent Medicare and insurance claims; Systematically relocating elderly victims between facilities; Manipulating medical records and end-of-life decisions.

278. Damages to Plaintiffs: Complete financial devastation (e.g., Victor Lambou's \$500,000 estate) Emotional trauma; Intentional familial separation; Unauthorized medical interventions; Reputation damage; Loss of autonomy and dignity.

279. The conspiracy's calculated approach demonstrates a systematic, multi-year scheme of institutional abuse designed to financially exploit and

emotionally devastate vulnerable elderly individuals, with Victor Lambou's tragic case serving as a stark exemplar of the defendants' predatory practices.

280. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s)

FOURTH CLAIM FOR RELIEF

(Abuse of Process)

Geralyn Lambou, individually v Sketchley individually & professionally & Kessler, individually

281. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 280, supra, as if fully set forth herein.

282. Defendant(s) Sketchley & Kessler, engaged in illegal, improper, or perverted use of process against the Plaintiff(s);

283. Sketchley and Kessler actions demonstrate three critical elements: an illegal and improper use of legal process, an ulterior motive, and demonstrable damages to the plaintiffs.

284. The first element of illegal process is clearly established through Sketchley and Kessler's coordinated actions to manipulate legal mechanisms, including revoking Geralyn's power of attorney without

proper notification, filing misleading guardianship proceedings without notification, and making false statements to law enforcement.

285. Their actions systematically undermined the legitimate legal authority Geralyn previously held, strategically designed to obstruct her ability to care for her father.

286. Sketchley and Kessler's ulterior motive or purpose in exercising the illegal, improper, or perverted process is evident in their deliberate efforts to isolate Victor, redirect his mail, remove him from his home under false pretenses, and fabricate allegations of exploitation.

287. By issuing unauthorized funds from Victor's account and obtaining contracts from a person diagnosed with dementia, they demonstrated a clear intent to manipulate legal processes for personal financial gain and to discredit Geralyn.

288. Geralyn Lambou's damages is substantiated by the significant harm inflicted on her, including Geralyn's wrongful arrest, damage to her reputation through false criminal allegations, financial disruption, and emotional distress caused by being separated from her father. The plaintiff suffered direct legal, financial, and personal consequences from Sketchley and Kessler's calculated abuse of legal processes.

289. As a remedy, the plaintiffs seek legal redress to restore their reputation, recover financial losses, and hold Sketchley and Kessler accountable for their systematic and intentional abuse of legal mechanisms designed to protect vulnerable individuals.

290. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s)

Plaintiff(s), as Personal Representatives & Beneficiary v All Defendants

Jointly, Severally, & Vicariously

291. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 290, supra, as if fully set forth herein.

292. Sketchley, deliberately engaged in illegal and improper use of legal process by systematically preventing a court-ordered capacity evaluation for Victor Lambou. Her actions demonstrate a clear ulterior motive to obstruct an independent assessment of Victor's mental capacity, which would have potentially exposed their exploitation of his vulnerable state.

293. The first element of abuse of process is established through their deliberate procedural manipulation. On July 22, 2021, a court ordered an examination committee, and by July 26, 2021, Sketchley filed an

emergency motion to stay the evaluation. Despite claiming an intent to file an appeal, she never actually took the first step to file one, effectively preventing the court-ordered capacity assessment from proceeding.

294. Her ulterior motive is further evidenced by direct interference with the examining committee members, particularly through Sketchley's communications with Lisa Moody & Zelda Demmell. By suggesting the case was "notorious" and creating an atmosphere of reluctance, she strategically prevented an independent capacity assessment. This interference was designed to conceal her and the Enterprise's exploitation of Victor, who had been diagnosed with dementia in August 2019.

295. The damages to the plaintiffs are substantial, as the prevention of the capacity evaluation directly impacted their ability to protect Victor's legal and financial interests. By obstructing this critical evaluation, Sketchley, prevented a transparent assessment of Victor's mental state, which would have potentially revealed their improper actions and financial manipulations.

296. As a remedy, the plaintiffs seek to expose these deliberate attempts to obstruct justice, recover damages, and hold Sketchley & the RICO Enterprise accountable for their systematic abuse of legal processes designed to protect vulnerable individuals.

297. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s).

FIFTH CLAIM FOR RELIEF

(Fraud & Civil Theft)

Plaintiff(s) vs. Sketchley, The Sketchley Law Firm Van Meter, Kessler, Johnson, William Johnson, P.A.

298. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 297, supra, as if fully set forth herein.

299. Defendant(s) Sketchley, The Sketchley Law Firm, Van Meter, Kessler, Johnson, and William Johnson, P.A. knowingly issued themselves checks and withdrawals for funds from both Victor Lambou's Guardianship Estate and Victor Lambou's Revocable Trust Estate.

300. Victor Lambou's Guardianship Estate, which held his OPM Retirement Income and IRS reimbursement credits, funds from the sale of his Trust Protected Stocks and funds from the sale of his Trust Protected Homestead Real Property and Victor Lambou's Revocable Trust, which held funds from the sale of his Trust Protected Stocks and funds from the sale of his Trust Protected Homestead Real Property.

301. Defendant(s) were award they could not seek these funds, without a Court Order.

302. Defendant Kessler, falsely mislead the Court to grant him an Order for these funds, by falsifying receipts, the Guardianship Estate had already paid for and by falsely testifying to the Court he sought these funds as compensation for providing services as Victor Lambou's Healthcare Surrogate. Defendant(s) Sketchley, Van Meter, Johnson, knew Defendant Kessler was never appointed as Victor Lambou's Healthcare Surrogate, however, they attended hearing, never objecting to this false statement to the Court.

303. Defendant(s) Sketchley, The Sketchley Law Firm, Van Meter, Kessler, Johnson, and William Johnson, P.A., intended to obtain and use these funds, while concealing this from the Court. They each took measures to not report these funds taken, when they filed Petition for additional orders for fees, when Ch. 744, requires Petitioners to notify the Court to past compensation.

304. Defendant(s) did not borrow these funds and used these funds for their own benefit, permanently depriving Victor Lambou's Guardianship and Trust estate from possessing these funds thereafter.

305. Defendant(s) Sketchley, The Sketchley Law Firm, Van Meter, Kessler, Johnson, and William Johnson, P.A., were not entitled to these funds without approval by the Court at the time these funds were taken from Victor Lambou's Guardianship and Trust Estate.

306. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s).

Plaintiff(s) vs. Cherry Laurel, St Augustine Plantation, Westminster Oaks

307. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative, Vicki Lambou, as an heir of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

308. Defendant(s) Cherry Laurel, St Augustine Plantation, Westminster Oaks knowingly accepted payments for more then they originally stated would be allowed for Victor's rent.

309. Defendant(s) Cherry Laurel, St Augustine Plantation, Westminster Oaks, allowed Defendant(s) Van Meter and Kessler, to sign contracts on behalf of Victor Lambou, without verifying their authority to do so.

310. These contracts, signed without authority, was used to bill Victor for funds from his estates. In exchange for referring Victor Lambou to their living facilities, they issued referral fee “kick-backs” to Defendant(s) Van Meter and Kessler.

311. Defendant(s) Cherry Laurel, St Augustine Plantation, Westminster Oaks did not borrow these funds and used these funds for their own benefit, permanently depriving Victor Lambou’s Guardianship and Trust estate from possessing these funds thereafter.

312. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s).

Plaintiff(s) vs. Susan Schatzman, Harbor Point Realty, Michael Hutchinson, Southern Oak Real Estate, Hayward Title Group

313. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative, Vicki Lambou, as an heir of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 313 supra, as if fully set forth herein.

314. Defendant(s) Susan Schatzman, Harbor Point Realty, Michael Hutchinson, Southern Oak Real Estate, Hayward Title Group, knowingly

sold Victor Lambou's homestead real property without consent from Victor Lambou, nor his signature on any Home Sale Contract.

315. Defendant(s) all took funds from Victor Lambou's Homestead Real Property as part of their commission and payments, knowing Victor Lambou had not consented.

316. Defendant, Michael Hutchinson, accepted this transfer of title of Victor's Homestead, while Hayward Title Group failed to properly investigate title or receive written confirmation from Victor in any capacity.

317. Defendant(s) did not borrow these funds from the Sale of his homestead nor title back his homestead to his Trust, permanently depriving Victor Lambou's Trust estate from possessing these funds thereafter.

318. Defendant(s) knew the Plaintiff(s) held a contract with Victor Lambou granting them first right of refusal to purchase this homestead property.

319. Defendant(s) were not entitled to funds from this property nor title to this property, as the time they took sale commissions and title without approval by the Court at the time these funds were taken from Victor Lambou's Trust Estate.

320. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s)

SIXTH CLAIM FOR RELIEF

(Florida Deceptive and Unfair Trade Practices Act (FDUTPA))

Plaintiff(s) v Kessler, Van Meter, Sketchley, Helfand

321. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 320, supra, as if fully set forth herein.

322. Victor Lambou was a consumer as defined under Fla. Statute of Estate Planning Legal Services.

323. Defendants Howard Kessler and Anne Van Meter engaged in deceptive and unfair trade practices by systematically exploiting Victor Lambou, an elderly individual with dementia, through a coordinated scheme to: 1) Falsely represent themselves as Victor's healthcare surrogate and power of attorney 2) Manipulate medical and residential decisions without legal authorization 3) Isolate Victor from his family 4) Redirect Victor's financial assets and mail 5) Receive unauthorized "kick-back" referral fees from residential facilities 6) Make unauthorized end-of-life decisions that were not in Victor's best interest.

324. Defendant Twyla Sketchley participated in these deceptive practices by: 1) Drafting estate documents that inappropriately transferred Victor's legal authorities 2) Filing guardianship proceedings that misrepresented Victor's circumstances 3) Facilitating the removal of Victor's original power of attorney 4) Concealing information about Victor's status from his family 5) Enabling unauthorized financial transactions through court proceedings.

325. Defendant Leonard Helfand furthered these unfair practices by: 1) Issuing unauthorized payments from Victor's federal retirement funds 2) Facilitating a guardianship process that stripped Victor of his financial autonomy 3) Collaborating with other defendants to misappropriate Victor's assets.

326. These actions constitute systematic deception, undue influence, and exploitation of a vulnerable elderly individual, causing substantial financial and emotional harm to Victor Lambou and his family.

327. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s).

SEVENTH CLAIM FOR RELIEF
(Defamation, Defamation Per Se)

Geralyn, Denita, Vicki v Twyla Sketchley, personally and as an agent of The Sketchley Law Firm [hereinafter, "Sketchley"]

328. Plaintiff(s), Denita Lambou, Geralyn Lambou, Vicki Lambou, in their individual capacity, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, 88-127, supra, as if fully set forth herein.

329. Plaintiff (s) Geralyn Lambou Denita Lambou, and Vicki Lambou, through thier individual capacity, brings this defamation claim against Defendant Twyla Sketchley, Esq. personally and as an agent of The Sketchly Law Firm [hereinafter, "Sketchley"] for false and malicious statements published between 2018 thru present, under Florida Civil Claims of *Defamation* and *Defamation Per Se* as follows:

330. On multiple occasions, Twyla Sketchley, Esq. published false and defamatory statements about Geralyn Lambou Denita Lambou, and Vicki Lambou to various third parties, including law enforcement, Adult Protective Services (APS), medical professionals, and the court. These statements were deliberately crafted to damage Geralyn Lambou Denita Lambou, and Vicki Lambou reputation, advantage herself in legal proceedings, and conceal that Skechey and The Enterprise, were the perpetrators of the majority of these statements.

331. These statements were published to 3rd parties both as written and verbal publications. At the time, Sketchley made these statements, she knew they were false, and/or failed to investigate the truth of these statements.

332. Sketchley reported to law enforcement during an investigation Sketchley called in against Geralyn, Denita, and Vicki, an APS interview, the Court, and various 3rd parties that Geralyn, Daughter of Victor Lambou, she was initially designated as Power of Attorney and Healthcare Surrogate for her father and that Geralyn, had her POA revoked for misusing Power of Attorney, that Geralyn Lambou was engaging in illegal mail fraud and theft of Victor Lambou's property and that she spent her father's money on "alcohol and lingerie", transferred vehicle titles without authorization.

333. Sketchley reported to law enforcement during an investigation Sketchley called in against Geralyn, Denita, and Vicki, an APS interview, the Court, and various 3rd parties that, Victor Lambou, elderly father for Geralyn, Denita, and Vicki told her that his daughters were financial exploiting him and abusing him, while taking improper actions against him.

334. Sketchley reported to law enforcement during an investigation Sketchley called in against Geralyn, Denita, and Vicki, an APS interview,

the Court, and various 3rd parties that Vicki Lambou and Denita Lambou's actions of abuse led to their Mother, Lorraine's death.

335. Sketchley reported to law enforcement during an investigation Sketchley called in against Geralyn Lambou Denita Lambou, and Vicki Lambou, that Denita abused her son, who is deceased now having died on Mr. Lambou's porch.

336. Sketchley reported to law enforcement during an investigation Sketchley called in against Geralyn Lambou Denita Lambou, that Victor's daughters were harassing him.

337. Sketchley reported to law enforcement after Geralyn called to report the trespass of Howard Kessler and PI Beau Webster on her Father's property, that Geralyn did not have a right to be on Victor's property and that Geralyn forged her lease with her father, Victor Lambou.

338. Twyla Sketchley, as the attorney central to the guardianship case for Victor Lambou, Filed multiple legal documents making allegations against the Lambou daughters, Made statements about APS investigations and exploitation,, Later after the Court relied on various statements Sketchley supplied in both verbal and written form, Sketchley admitted many of her initial claims were unsubstantiated.

339. On February 28, 2020, Sketchley filed an Objection to Petition for Appointment of Court Monitor, falsely claiming Geralyn was an "estranged daughter" and that she had been "found by Florida's Adult Protective Services to have abused, neglected and/or exploited Mr. Lambou." On February 29, 2020, in a Vulnerable Adult's Response, Sketchley falsely stated that "Geralyn Lambou, the exploiter, is currently the subject of any open criminal investigation for exploitation of Mr. Lambou."

340. During court hearings and communications with third parties, Sketchley repeatedly alleged that Geralyn was financially exploiting her father, spending his money on "alcohol and lingerie." Sketchley told law enforcement and APS that Geralyn had forged documents, stolen vehicles, and was engaging in criminal activities.

341. Sketchley published these false statements to: Law Enforcement (Wakulla County Sheriff's Office); Adult Protective Services; Medical Professionals; Court Officials; Potential Guardianship Investigators. Critically, Sketchley herself admitted during the April 3, 2024 hearing that: There was "never a finding of verified exploitation against Ms. Lambou"; She did not have definitive proof of the allegations; Geralyn was actually living with her father at the time of these statements; The estate planning

documents she previously drafted named Geralyn as Power of Attorney and Healthcare Surrogate.

342. As a direct result of Sketchley's false statements, Geralyn Lambou has suffered: Damage to her personal and professional reputation; Potential loss of legal authorities; Emotional distress; Costs associated with defending against false allegations.

343. Publication: Confirmed through court filings, verbal statements to third parties.

344. Falsity: Substantiated by Sketchley's own testimony and lack of evidence.

345. Negligence: Sketchley acted at least negligently in making unsubstantiated claims.

346. Actual Damages: Demonstrated through reputational harm and legal challenges.

347. Defamatory Nature: Statements were designed to harm Geralyn's character and credibility.

348. WHEREFORE, Plaintiff Geralyn Lambou respectfully requests this Honorable Court to: Award compensatory damages, Award punitive damages, Grant all other relief the Court deems just and proper.

Geralyn, Denita, Vicki, individually v Howard W. Kessler, individually

349. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 348, supra, as if fully set forth herein.

350. Plaintiff (s) Geralyn Lambou Denita Lambou, and Vicki Lambou, through thier individual capacity, brings this defamation claim against Defendant Howard Kessler, *individually* [hereinafter, “Kessler”] for false and malicious statements published between from October 1, 2019, thru present under Florida Civil Claims of *Defamation* and *Defamation Per Se* as follows:

351. Plaintiff Denita Lambou, Geralyn Lambou, and Vicki Lambou bring this defamation claim against Howard Kessler for maliciously and falsely publishing damaging statements about them to Dr. Katz, which were subsequently recorded in Victor's medical records. Specifically, Kessler made multiple defamatory statements including: (1) falsely alleging that Geralyn was involved in vehicle theft from Victor's property; (2) claiming that the daughters were residing illegally in Victor's home and were prone to violence; (3) stating that the daughters had been trespassing for months and refused to leave; and (4) asserting Victor’s daughters had illegally occupied his home and sold most of Victor's possessions.

352. These statements were published with reckless disregard for their truth, causing significant harm to the plaintiffs' reputation and character.

Each statement is demonstrably false, made with at least negligent intent, and has caused actual damage to the plaintiffs' personal and professional standing. As such, the plaintiffs seek appropriate legal remedies, including monetary damages, to compensate for the harm caused by Kessler's malicious and unfounded accusations.

353. WHEREFORE, Plaintiff Geralyn Lambou respectfully requests this Honorable Court to: Award compensatory damages, Award punitive damages, Grant all other relief the Court deems just and proper.

Geralyn, Denita, Vicki, individually v Ann Van Meter, individually

354. Plaintiff(s), hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 353, supra, as if fully set forth herein.

355. Plaintiff (s) Geralyn Lambou Denita Lambou, and Vicki Lambou, through their *individual* capacity, brings this defamation claim against Defendant Anne Van Meter, *individually* [hereinafter, “Van Meter”] for false and malicious statements published to 3rd parties between from October 1, 2019, thru present under Florida Civil Claims of *Defamation* and *Defamation Per Se* as follows:

356. Plaintiff Denita Lambou, Geralyn Lambou, and Vicki Lambou bring this defamation claim against Van Meter for maliciously and falsely

publishing damaging statements about them to Healthcare providers, Residential Living facilities, and other 3rd parties, which were subsequently relied to the Plaintiff(s) by these 3rd parties. Specifically, Van Meter made multiple defamatory statements including: (1) alleging Plaintiff(s) were estranged from their father, Victor Lambou (2) alleging Plaintiff(s) threatened harm to their father, Victor Lambou; (3) alleging Plaintiff(s) had been restricted from visiting with their father, Victor Lambou; and (4) alleging Plaintiff, Geralyn Lambou had no decision making rights over her father, Victor Lambou (5) alleging Plaintiff(s) had a criminal history and were stealing, abusing, and exploiting their father.

357. These statements were published with reckless disregard for their truth, causing significant harm to the plaintiffs' reputation and character. Each statement is demonstrably false, made with at least negligent intent, and has caused actual damage to the plaintiffs' personal and professional standing. As such, the plaintiffs seek appropriate legal remedies, including monetary damages, to compensate for the harm caused by Van Meter's malicious and unfounded accusations.

358. WHEREFORE, Plaintiff Geralyn Lambou respectfully requests this Honorable Court to: Award compensatory damages, Award punitive damages, Grant all other relief the Court deems just and proper.

EIGHTH CLAIM FOR RELIEF

(Negligent Misrepresentation)

Plaintiff(s) v Sketchley, Kessler, Van Meter, Helfand, Cherry Laurel

359. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein. Defendant Twyla Sketchley Negligent Misrepresentations:

360. Falsely represented Victor Lambou's legal capacity and ability to make independent decisions while knowing he was diagnosed with dementia in August 2019;

361. Misrepresented the necessity and authority of guardianship proceedings by convincing Victor to temporarily move to Tapestry Memory Care under false pretenses;

362. Intentionally induced Victor to sign documents changing his estate planning, including revoking his own trustee status and removing Geralyn as Power of Attorney;

363. Victor justifiably relied on Sketchley's misrepresentations, resulting in substantial injury, including: Loss of autonomy over his personal and

financial decisions; Unauthorized changes to his estate planning; Isolation from his family; Liquidation of his assets without proper consent.

Defendant Howard Kessler Negligent Misrepresentations:

364. Falsely presented himself as Victor's Healthcare Surrogate, POA, and Legal Guardian in medical records and healthcare appointments;

365. Deliberately misreported medical information to healthcare providers, including fabricating medical conditions;

366. Intentionally manipulated medical narratives to induce Victor and his family to make decisions;

367. Victor and his family justifiably relied on Kessler's misrepresentations, resulting in significant harm, including: Unauthorized medical decision-making; Removal from his home; Unnecessary medical interventions; Isolation from family support.

Defendant Anne Van Meter Negligent Misrepresentations:

368. Falsely represented herself as Victor's POA and Healthcare Surrogate in residential and medical contexts;

369. Misrepresented the necessity of removing Victor from his home and isolating him from his family;

370. Intentionally omitted family contact information and made unauthorized end-of-life decisions;

371. Victor and his family justifiably relied on Van Meter's misrepresentations, resulting in severe injuries, including: Unauthorized sale of Victor's homestead; Denial of life-sustaining treatments; Deprivation of religious end-of-life rituals; Complete family isolation.

Defendant Cherry Laurel (Holiday Retirement) Negligent Misrepresentations:

372. Collaborated with defendants to facilitate Victor's unauthorized residential placement;

373. Participated in concealing Victor's whereabouts from his family;

374. Accepted referrals and payments based on false representations;

375. Victor and his family justifiably relied on these misrepresentations, resulting in injuries such as: Unlawful residential placement; Financial exploitation; Loss of familial connections.

376. Each defendant knowingly made material misrepresentations about Victor Lambou's legal status, medical condition, and care needs, with the intention of inducing reliance on these false statements to gain unauthorized control over his assets, medical decisions, and personal autonomy, causing substantial and irreparable harm to Victor and his family.

377. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s)

NINTH CLAIM FOR RELIEF

(Tortious Interference with Inheritance)

Plaintiff (s) v Sketchley, Kessler, Van Meter, Helfand, Cherry Laurel

378. Plaintiff(s), Geralyn Lambou, as Beneficiary of the Victor Lambou Irrevocable Trust, Denita Lambou and Vicki Lambou, as natural heirs of Victor Lambou & Potential Beneficiaries of the Victor Lambou Irrevocable Trust , hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

379. Victor Lambou's original estate plan, established on April 5, 2018, created a clear inheritance expectancy for his three daughters, particularly Geralyn Lambou, who was named: Successor Trustee of the Victor Lambou Revocable Trust; Personal Representative in the Last Will and Testament; Healthcare Surrogate; Power of Attorney.

380. Defendants systematically interfered with Victor's inheritance through deliberate actions:

381. Defendant Twyla Sketchley's Tortious Interference: Manipulated Victor into changing his estate documents; Revoked Geralyn's Power of Attorney in March 2020; Replaced Victor as Trustee of his own Revocable

Trust; Redirected Victor's mail to Defendants Van Meter and Kessler; Filed guardianship proceedings to strip Geralyn of her legal authorities.

382. Defendants Howard Kessler and Anne Van Meter's Tortious Interference: Isolated Victor from his family; Removed Victor from his homestead residence under false pretenses; Omitted family contact information from medical and residential records; Sold Victor's homestead property under market value; Made unauthorized end-of-life decisions; Liquidated Victor's assets without proper authorization.

383. Defendant Leonard Helfand's Tortious Interference: Issued unauthorized payments from Victor's Federal OPM Retirement Funds; Collaborated with other defendants to misappropriate Victor's assets; Facilitated the transfer of guardianship to benefit the defendants.

384. The defendants' coordinated actions directly caused: Removal of Geralyn's legal authorities; Liquidation of Victor's assets; Sale of Victor's homestead property; Complete isolation from his family; Unauthorized changes to his estate planning.

385. Substantial damages include: Complete deprivation of expected inheritance; Unauthorized sale of Victor's \$500,000 estate; Liquidation of over \$1 million in unregistered bonds; Unauthorized disposal of Victor's

personal property; Emotional distress from family isolation; Prevention of attending Victor's funeral; Loss of family legacy and generational wealth.

386. The defendants' intentional and systematic interference destroyed Victor Lambou's original estate plan, depriving his daughters of their rightful inheritance through a calculated scheme of manipulation, isolation, and financial exploitation.

387. WHEREFORE, Plaintiff(s) request this Honorable Court to award, all damages against Defendant(s) under statute, all relief the court deems proper, including attorneys and costs against Defendant(s).

TENTH CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

Personal Representatives vs. Helfand, as guardian of property

388. Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 387, *supra*, as if fully set forth herein.

389. During the period of Helfand was appointed, until he is discharged had a fiduciary duty to Victor W. Lambou to act in his best interest until Helfand was discharged as guardian, including, among other things, a duty of loyalty.

390. Helfand, while he was acting as guardian of property for Victor W. Lambou, owed a duty to act in the benefit of Victor W. Lambou.

391. Helfand, as guardian of property for Victor W. Lambou, was negligent and reckless in the exercise of his fiduciary duties to Victor W. Lambou, resulting in damages to him.

392. By failing to take actions for the benefit of the Ward, including, but not limited to, failing to, (1) Failed to properly managing his OPM Retirement income and all other sources of income and property under the control and authority as guardian of property, (2) Failed to perform proper due diligence the property held in the guardianship estate, (3) Failed to take prompt or appropriate action against Victor W. Lambou to timely pay all bills (4) Failed to request permission by the court on all mandatory permission as specified under 744.441 (5) Failed to account for all expenses, including winding down expenses with available funds to be held in the guardianship estate (6)Failed to act within the scope of authority granted by the court (7) Failed to manage Victor Lambou's OPM Retirement income and guardianship estate. (8) Failed to perform due diligence in tracking expenses.(9) Failed to file initial and annual guardianship reports as specified under sections 744.362 and 744.367.

393. At all material times, Helfand, as guardian of Victor W. Lambou, owed fiduciary duties to Victor W. Lambou and due to actions or inactions, resulting in the above described damage.

394. Plaintiff was required to retain the Civil Estate Law, P.A. to mitigate the damages to the Estate of Victor W. Lambou and is required to pay it a reasonable fee for its services.

395. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendant Helfand and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

Geralyn Lambou, as Beneficiary vs. Van Meter, as Successor Trustee.

396. Plaintiff, Geralyn Lambou, as Beneficiary of the Victor Lambou Irrevocable Trust, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

397. Van Meter, while he was acting as Successor Trustee of the Victor Lambou Irrevocable Trust, owed a duty to act in the benefit of the Beneficiaries.

398. Van Meter, Successor Trustee of the Victor Lambou Irrevocable Trust, was negligent and reckless in the exercise of his fiduciary duties to the Beneficiaries, resulting in damages.

399. By failing to take actions for the benefit of the Ward, including, but not limited to, failing to,

- A. The Successor Trustee failed to identify and properly notify all beneficiaries upon assuming the role.
- B. She neglected to maintain comprehensive and transparent financial records of the trust.
- C. The Successor Trustee did not file the legally required Notice of Trust following Victor's death.
- D. She demonstrated imprudent management of trust assets through inappropriate investment strategies.
- E. The Trustee inappropriately mixed and confused guardianship and trust estate funds.
- F. She engaged in self-dealing, violating the fundamental fiduciary responsibility of acting solely in the beneficiaries' interests.
- G. The Successor Trustee disregarded her basic duty to administer the trust according to its terms and legal requirements.

- H. She breached her duty of loyalty by potentially prioritizing personal interests over the beneficiaries' welfare.
- I. The Trustee failed to maintain impartiality among beneficiaries, showing bias in trust administration.
- J. She demonstrated severe deficiencies in record-keeping, making it impossible to track trust transactions and decisions.
- K. The Successor Trustee consistently failed to inform beneficiaries and provide required accountings of trust activities.

400. At all material times, Van Meter, while he was acting as Successor Trustee of the Victor Lambou Irrevocable Trust, owed fiduciary duties to the Beneficiaries and due to actions or inactions, resulting in the above described damage.

401. Plaintiff was required to retain the Civil Estate Law, P.A. to mitigate the damages to the Victor Lambou Irrevocable Trust and is required to pay it a reasonable fee for its services.

402. WHEREFORE, Plaintiff, Geralyn Lambou, as Beneficiary of the Victor Lambou Irrevocable Trust, requests the Court award damages against Defendant Van Meter and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

Personal Representatives vs. Sketchley, as Attorney for Ward

403. Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, *supra*, as if fully set forth herein.

404. During the period of Twyla Sketchley, and The Sketchley Law Firm, served as Attorney and Law Firm, for the Ward and until she is discharged had a fiduciary duty to Victor W. Lambou to act in his desire and until Sketchley is discharged of her duty, including, among other things, a duty of loyalty.

405. Twyla Sketchley, and The Sketchley Law Firm, served as Attorney and Law Firm, for the Ward in connection with the Florida Statutes for Voluntary Guardianship and thereafter.

406. Twyla Sketchley, and The Sketchley Law Firm, served as Attorney and Law Firm, for the Ward for Victor W. Lambou, were negligent and reckless in the exercise of their fiduciary duties to Victor W. Lambou, resulting in damages to him.

407. By failing to take actions in furtherance of the Ward's desire, including, but not limited to, failing to, the following:

A. She exceeded her scope of authority, as an Attorney for the Ward

B. Made misrepresentations to Victor to entice him into filing a Petition for Voluntary guardianship

C. She engaged in self-seeking, why unnecessarily accruing substantial loss to Victor's estate.

D. Duty of Candor and Disclosure: Sketchley systematically concealed critical information about Victor Lambou's guardianship. She failed to disclose her prior work with legal professionals, deliberately misrepresenting Anne Van Meter's status as a "retired friend" while positioning her as successor trustee. She intentionally omitted Van Meter's conflicts of interest in guardianship petitions, arguing that disclosure was not legally required.

E. Financial Misrepresentation: Sketchley received unauthorized payments and failed to disclose these payments when submitting her Petition for Fees from Victor's estate without court approval. She filed fee petitions, failing to notice the ward and filed these petitions 6-months after the ward's death, that deliberately understated her total payments, submitting sworn documents with financial discrepancies.

F. Unauthorized Communication and Interference: Sketchley engaged in direct communications with parties already represented by counsel,

including Anne Van Meter and Dr. Howard Kessler. She performed administrative tasks typically handled by guardians, contacted utility companies, postal services, and government agencies about Victor's affairs, and strategically interfered with examining committees investigating Victor's capacity.

G. Prevention of Capacity Evaluation: Despite Victor's diagnosed dementia and observable memory problems, Sketchley systematically prevented comprehensive capacity evaluations. She filed emergency stays, objected to examining committees, and made strategic communications that effectively blocked an independent assessment of Victor's mental capacity, ensuring he died without a formal evaluation.

H. Fabrication of False Narratives: Sketchley created unsubstantiated claims about Victor's daughter Geralyn, portraying her as an "estranged daughter" and alleging financial exploitation. She made false statements to law enforcement and Adult Protective Services, collaborating with Howard Kessler to discredit Victor's daughters, despite having no factual basis for these allegations.

I. Unauthorized Mail Redirection and Property Interference: Without proper authority, Sketchley redirected Victor's mail to Anne Van

Meter and Howard Kessler's residence. She participated in changing Victor's home locks and intervened in his care,

408. At all material times, Counsel for Van Meter, as guardian of Victor W. Lambou, owed fiduciary duties to Victor W. Lambou and were involved and participated in Van Meter' actions or inactions, resulting in the above described damage.

409. Plaintiff was required to retain the Civil Estate Law, P.A. to mitigate the damages to the Estate of Victor W. Lambou and is required to pay it a reasonable fee for its services.

410. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendants Twyla Sketchley and The Sketchley Law Firm and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

Personal Representatives vs. Anne Van Meter, as successor guardian of property, & William Johnson, Esq. and William Johnson, P.A.

411. Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased,

hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 410, *supra*, as if fully set forth herein.

412. During the period of Van Meter was appointed, until she is discharged had a fiduciary duty to Victor W. Lambou to act in his best interest until Van Meter was discharged as guardian, including, among other things, a duty of loyalty.

413. William Johnson, Esq. of William Johnson, P.A. represented Van Meter, in her capacity as guardian of property for Victor W. Lambou, in connection with the Florida Statutes for Voluntary Guardianship and thereafter.

414. Counsel for Van Meter, while she was acting as guardian for Victor W. Lambou., owed similar duties to Victor W. Lambou and were fully aware that the work they were doing for Van Meter, as guardian of Victor W. Lambou, was for the benefit of Victor W. Lambou.

415. Van Meter, as guardian of property for Victor W. Lambou, and Counsel for Van Meter were negligent and reckless in the exercise of their fiduciary duties to Victor W. Lambou, resulting in damages to him.

416. By failing to take actions for the benefit of the Ward, including, but not limited to, failing to, (1) Failed to properly managing his OPM Retirement income and all other sources of income and property under the

control and authority as guardian of property, (2) Failed to perform proper due diligence the property held in the guardianship estate, (3) Failed to take prompt or appropriate action against Victor W. Lambou to timely pay all bills (4) Failed to request permission by the court on all mandatory permission as specified under 744.441 (5) Failed to account for all expenses, including winding down expenses with available funds to be held in the guardianship estate (6)Failed to act within the scope of authority granted by the court (7) Failed to manage Victor Lambou's OPM Retirement income and guardianship estate. (8) Failed to perform due diligence in tracking expenses, allowed suspicious disbursements to individuals like Jeanie Beck and Elizabeth Davies, and did not maintain transparent accounting of Victor's financial resources.(9) Failed to file annual guardianship reports as specified under sections 744.362 and 744.367. They consistently avoided providing comprehensive documentation about Victor's estate, income, and expenditures to the court, effectively concealing their financial management.(10) Failed to regard Victor's expressed wishes. (11)Failed to allow him access to his family, restricting his communications, and made decisions that directly contradicted his known preferences, including removing his personal property, preventing family visits, not honoring his religious faith.(12) Van

Meter unnecessarily restricted Victor's physical liberty beyond what was reasonably required for his protection and without authority.(13) Allowed her husband, Howard Kessler's involvement in medical decisions without authority, paying him reimbursements already paid by the estate (14) Consistently acted contrary to Victor's best interests.(15)Van Meter deliberately misrepresented her professional status as a guardian. (16)Van Meter systematically removed Victor's personal property financial disbursements to individuals like Jeanie Beck and Elizabeth Davies, who are family members and friends.

417. At all material times, Counsel for Van Meter, as guardian of Victor W. Lambou, owed fiduciary duties to Victor W. Lambou and were involved and participated in Van Meter' actions or inactions, resulting in the above described damage.

418. Plaintiff was required to retain the Civil Estate Law, P.A. to mitigate the damages to the Estate of Victor W. Lambou and is required to pay it a reasonable fee for its services.

419. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendants Anne Van Meter, William Johnson, Esq. and William Johnson,

P.A. and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

ELEVENTH CLAIM FOR RELIEF

(Negligence)

Personal Representatives vs. Van Meter, as Guardian of Property

420. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 419, supra, as if fully set forth herein.

421. Defendant Van Meter had a duty to the Ward to manage the guardianship observing a standard in dealing with guardianship property that would be observed by a prudent person dealing with the property of another, in the best interest of the ward, using such special skills and/or expertise to the extent that any such representation was made as to the special skills or expertise of the guardian.

422. Defendant Van Meter, as guardian of property of the Ward, negligently administered the guardianship by failing to discharge her duties as guardian and by wasting and mismanaging the Ward's property.

423. Defendant Van Meter, was negligent in the following ways: (1) By failing to monitor or challenge excessive hourly attorney's fees charged by the guardianship attorneys; (2) By failing to prepare or implement a guardianship plan; (3) By failing to prepare accurate annual reports regarding the guardianship assets; and By failing to maintain guardianship financial records to accurately track and recover guardianship assets. (4) By charging the Ward excessive guardian fees; (5) Failed to properly managing his OPM Retirement income and all other sources of income and property under the control and authority as guardian of property, (6) Failed to request permission by the court on all mandatory permission as specified under 744.441 Failed to account for all expenses, including winding down expenses with available funds to be held in the guardianship estate (7) Failed to act within the scope of authority granted by the court (8) Engaged in self-dealing, conflicts of interest, allowed husband Kessler to wrongfully be reimbursed from Victor's guardianship estate (9) Intentionally obligated Victor to debts, without authority.

424. As a direct and proximate result of the negligence of Defendant Van Meter as set forth above, the Ward has suffered damages.

425. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendant Anne Van Meter, and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

TWELTH CLAIM FOR RELIEF
(Professional Negligence)

Personal Representatives vs. Helfand, as guardian of property.

426. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 425, supra, as if fully set forth herein.

427. Leonard Helfand, Esq. served as a guardian of property, and was not required to obtain an attorney because also served has his own attorney, who with the full knowledge and understanding that Victor Lambou was the intended beneficiary of his legal services.

428. During the guardianship, Helfand undertook to provide legal services to the guardianship. At all Helfand held himself out as competent in the areas of law for which he was retained to provide representation.

429. Helfand was required to exercise the same legal skill as a reasonably competent attorney and to use reasonable care in determining and implementing a strategy to be followed to achieve the guardianship's goals.

430. In the course of handling legal matters for the guardianship, Johnson negligently failed to act with the degree of competence generally possessed by attorneys in the State of Florida who handle similar matters. The guardianship paid Helfand a substantial amount of money for the sole purpose of representing the guardianship.

431. Helfand was negligent and/or committed malpractice in the following ways; (1) Failing to Object to Known Misrepresentation (2) Failing to take action to stop the unauthorized payments made that required court permission; (3) Failing to notify court of conflict of interests.(4) filing inventory later (5) Writing checks that required Court approval (6)Failing to disclose past payments when submitting fee petitions;(7) Failing to notify the Ward of Petitions for Fees that were filed (8) delegated duties only authorized by Guardian of Property to unauthorized 3rd parties.

432. As a direct and proximate result of Helfand's negligence and/or malpractice, the Ward sustained damages.

433. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendant Helfand., and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants.

Personal Representatives vs. William Johnson, and William Johnson, P.A.,

434. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

435. William Johnson, Esq. and William Johnson, P.A. represented both Van Meter, as guardian of property and Howard Kessler, under a false title misrepresented to the Court, with the full knowledge and understanding that Victor Lambou was the intended beneficiary of his legal services.

436. During the guardianship, Johnson undertook to provide legal services to the guardianship. At all Johnson Stein held himself out as

competent in the areas of law for which he was retained to provide representation.

437. Johnson was required to exercise the same legal skill as a reasonably competent attorney and to use reasonable care in determining and implementing a strategy to be followed to achieve the guardianship's goals.

438. In the course of handling legal matters for the guardianship, Johnson negligently failed to act with the degree of competence generally possessed by attorneys in the State of Florida who handle similar matters. The guardianship paid Johnson a substantial amount of money for the sole purpose of representing the guardianship.

439. Johnson was negligent and/or committed malpractice in the following ways: (1) By charging and taking from the guardianship excessive attorney's fees; (2) By taking large sums of money under the guise of retainers without accounting or documentation; Failing to Object to Known Misrepresentation;(3) Failing to take action to stop the unauthorized payments made that required court permission; (5) Failing to notify client and court of conflict of interests.;(6) Charging Victor Lambou's estate for Fees generated by Kessler with no standing or authority; (7)Accepting payments without seeking permission from the

Court; (8)Failing to disclose past payments when submitting fee petitions;(9) Failing to notify the Ward of Petitions for Fees that were filed.

440. As a direct and proximate result of Johnson's negligence and/or malpractice, the Ward sustained damages.

441. The William Johnson, P.A. are vicariously liable for the negligence of their attorneys including Johnson.

442. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendant William Johnson, Esq and William Johnson, P.A., and such other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants

Personal Representatives vs. Sketchley, as Attorney for Ward

443. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the ancillary Estate of Victor Lambou, deceased, hereby re-alleges and adopts by reference all allegations contained in paragraphs 1 through 442, supra, as if fully set forth herein.

444. Plaintiff(s), Denita Lambou and Geralyn Lambou, as Personal Representative of the ancillary Estate of Victor Lambou, deceased, hereby

re-alleges and adopts by reference all allegations contained in paragraphs 1 through 146, supra, as if fully set forth herein.

445. Twyla Sketchley, Esq. and The Sketchley Law Firm represented Victor Lambou, with the full knowledge and understanding that Victor Lambou was the intended beneficiary of his legal services.

446. During the guardianship, Sketchley undertook to provide legal services to the guardianship. At all Sketchley held herself out as competent in the areas of law for which he was retained to provide representation.

447. Sketchley was required to exercise the same legal skill as a reasonably competent attorney and to use reasonable care in determining and implementing a strategy to be followed to achieve the guardianship's goals.

448. In the course of handling legal matters for the guardianship, Sketchley negligently failed to act with the degree of competence generally possessed by attorneys in the State of Florida who handle similar matters. The guardianship paid Sketchley a substantial amount of money for the sole purpose of representing the guardianship.

449. Sketchley was negligent and/or committed malpractice in the following ways: (1) By charging and taking from the guardianship excessive attorney's fees; (2) Failing to Object to Known

Misrepresentation;(3) Failing to take action to stop the unauthorized payments made that required court permission; (5) Failing to notify client and court of conflict of interests.:(6) Failing to object to charges Victor Lambou's estate for Fees generated by Kessler with no standing or authority; (7)Accepting payments without seeking permission from the Court; (8)Failing to disclose past payments when submitting fee petitions;(9) Failing to notify the Ward of Petitions for Fees that were filed(10) filing unauthorized and unverified documents, receiving unauthorized payments, and strategically isolating Victor from his family while misrepresenting her actions as protective. (11) By preventing a formal capacity assessment and continuing to collect fees without proper court oversight.

450. As a direct and proximate result of Sketchley's negligence and/or malpractice, the Ward sustained damages.

451. The Sketchley Law Firm are vicariously liable for the negligence of their attorneys including Johnson.

452. WHEREFORE, the Plaintiff(s), DENITA LAMBOU and GERALYN LAMBOU, as Personal Representative of the Estate of Victor W. Lambou, deceased, requests the Court award damages against Defendant Twyla Sketchley, Esq. and The Sketchley Law Firm, and such

other relief as the Court deems just and proper, including an award of attorneys' fees and costs against Defendants

DEMAND FOR JURY TRIAL

453. Plaintiff(s), by and through its undersigned counsel, hereby demands a trial by jury on all issues so triable as a matter of right under Rule 38 of the Federal Rules of Civil Procedure.

CERTIFICATE OF SERVICE

WE DO CERTIFY, that a copy of the foregoing has been furnished the PACER and will be served process to all DEFENDANT(S) listed through formal service of process.

3/2/2024

Dated

/s/ Michael Ferderigos

Michael Ferderigos, Esq.

Bar No.: 604011

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