

## Framework for Legal Action:

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### Exposing the Fictitious "Amarlu Enterprises" and Establishing Personal Liability of Luther J. Rollins Jr. and Mary O. Polk

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#### EXECUTIVE SUMMARY:

This legal brief outlines a compelling case against Luther J. Rollins Jr. and Mary O. Polk (hereinafter "Defendants"), arising from their operation of a residential rental property in Gulfport, Florida. The cornerstone of this action is the critical discovery that "Amarlu Enterprises"—the entity to which the Plaintiff (hereinafter "Tenant") was instructed to remit substantial rental payments—is not, and never was, a legally registered business entity in any recognized form. Instead, "Amarlu Enterprises" was merely an assumed business name, filed by the Defendants in Catawba County, North Carolina, devoid of any underlying legal structure or authority to conduct business, particularly across state lines in Florida.

The scheme alleged herein is rendered particularly egregious by the background of Defendant Luther J. Rollins Jr. Mr. Rollins is not merely an attorney licensed in Missouri and North Carolina; he is a former member of the **Missouri Supreme Court's Advisory Committee on Professional Responsibility and Legal Ethics (2001-2007)** and the **Missouri Commission on Retirement, Removal and Discipline of Judges (2001-2003)**. These are bodies entrusted with defining, interpreting, and upholding the very ethical standards and judicial integrity that Mr. Rollins now stands accused of systematically violating through the deceptive practices detailed in this brief. His intimate familiarity with the rules governing professional conduct and the proper administration of legal and business affairs casts his alleged actions in a far more serious light, suggesting a knowing and calculated disregard for the principles he once helped oversee.

This pivotal discovery regarding "Amarlu Enterprises," coupled with Mr. Rollins' distinguished background in legal ethics, fundamentally reshapes the legal landscape of what initially appeared to be a landlord-tenant dispute. It transforms the matter into a clear case of fraudulent misrepresentation, operation under a fictitious guise, and a series of statutory violations, exposing the Defendants to direct and unshielded personal liability. The lease agreement itself, naming only Rollins and Polk as individual landlords, and the initial payment of \$13,500 made via cashier's check directly to Luther Rollins, further underscore that the contractual relationship was always with the individuals. The subsequent redirection of eight months of rent, totaling \$36,000, to the non-existent "Amarlu Enterprises" via pre-addressed envelopes to a North Carolina P.O. Box—itself deceptively presented as a "suite" number—constitutes a deliberate scheme to obscure the true recipients of the funds and evade regulatory scrutiny.

The implications are far-reaching: there is no corporate veil to pierce because no corporate entity ever existed. The Defendants' actions implicate violations of Florida's statutes governing foreign business entities, contractual fraud, potential mail fraud, and tax evasion. For Mr. Rollins, given his profound experience with legal ethics, this conduct raises grave questions of professional integrity. The existence of a power of attorney affidavit, where Rollins acts for Polk, further solidifies their joint venture and shared liability. The mechanics of how such a fictitious entity could receive and process checks—likely through a sole proprietorship bank account opened in North Carolina using the county-level assumed name certificate and a personal SSN—highlights a calculated effort to operate opaquely, an effort all the more concerning given Mr. Rollins' background.

This brief will now proceed to detail the specific legal counts arising from this comprehensive understanding, demonstrating how the Defendants' orchestrated use of a non-existent entity, particularly by an individual once tasked with upholding legal ethics, not only invalidates their claims but also forms the basis for significant compensatory, statutory, and punitive damages against them personally.

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## COUNT 1: FRAUDULENT MISREPRESENTATION

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction as though fully set forth herein.

1. This count asserts a claim for fraudulent misrepresentation against Defendants Luther J. Rollins Jr. ("Rollins") and Mary O. Polk ("Polk") (collectively "Defendants") arising from their deliberate and systematic scheme to deceive the Plaintiff ("Tenant") into remitting substantial rental payments to a non-existent business entity, "Amarlu Enterprises," under false pretenses and in violation of Florida law, a scheme orchestrated with a level of knowing intent underscored by Defendant Rollins' extensive background in legal ethics and professional responsibility.
2. **The Lease Agreement and Initial Understanding:** On or about October 24, 2023, Plaintiff and Defendants entered into a written residential lease agreement (the "Lease") for the property located at 2649 Tifton Street S, Gulfport, Florida.
  - The Lease explicitly and exclusively identifies "Luther J. Rollins Jr. and Mary O. Polk" as the "Landlord."
  - No business entity, including "Amarlu Enterprises," is mentioned as a party to, or beneficiary of, the Lease.
  - Consistent with this, the initial payment of \$13,500 was made directly to "Luther Rollins" personally.
3. **The False Representation and Deceptive Redirection:** Subsequent to the Lease execution, Defendants made material misrepresentations of fact to the Tenant.
  - Commencing with the second month, Defendants instructed the Tenant to make all future monthly rent payments of \$4,500 payable to "Amarlu Enterprises."
  - These instructions were conveyed via pre-addressed envelopes directing payments to "Amarlu Enterprises, 231 Government Ave SW #3097, Hickory, NC 28603."
4. **The Falsity of the Representation – "Amarlu Enterprises" as a Non-Entity:** The representation that "Amarlu Enterprises" was a legitimate entity entitled to receive rental payments was false.
  - "Amarlu Enterprises" was merely an assumed business name filed by Defendants personally in Catawba County, North Carolina, conferring no separate legal personality or authority to act as an independent entity.
  - It was never registered to transact business in Florida.
  - The address "231 Government Ave SW #3097" deceptively presented a P.O. Box as a "suite."
5. **Defendants' Knowledge of Falsity and Intent to Deceive (Scienter):** Defendants knew their representations regarding "Amarlu Enterprises" and its address were false, and they made these representations with the intent to deceive the Plaintiff. This knowledge and intent are particularly evident given Defendant Rollins' background:
  - As the individuals who filed the assumed name certificate, both Defendants were aware "Amarlu Enterprises" was not a distinct legal entity.
  - Crucially, Defendant Rollins, having served on the **Missouri Supreme Court's Advisory Committee on Professional Responsibility and Legal Ethics (2001-2007)** and the **Missouri Commission on Retirement, Removal and Discipline of Judges (2001-2003)**, possessed an expert-level and irrefutable understanding of what constitutes misrepresentation, deceit, improper financial dealings, and the legal requirements for business formation and operation.
  - His intimate familiarity with ethical prohibitions and legal standards makes any claim of mistake or lack of intent regarding the deceptive nature of the "Amarlu Enterprises" scheme untenable. His background strongly supports the inference that the scheme was a calculated and knowing deception.
  - The deliberate presentation of a P.O. Box as a "suite" further evidences a conscious effort to mislead.
6. **Intent to Induce Reliance:** Defendants made these false representations with the clear intention of inducing the Tenant to:
  - Remit eight (8) monthly rent payments, totaling \$36,000, to the fictitious "Amarlu Enterprises."
  - Believe they were dealing with a legitimate business entity, thereby obscuring the direct personal receipt of funds by Rollins and Polk.
7. **Justifiable Reliance by Plaintiff:** The Tenant justifiably relied on the Defendants' written instructions, having no immediate reason to suspect the sophisticated deception orchestrated by individuals, one of whom had a background in upholding legal ethics.
8. **Resultant Injury and Damages:** As a direct and proximate result of relying on Defendants' fraudulent misrepresentations, made with knowing intent, the Tenant has suffered injury and damages, including but not limited to:
  - The payment of \$36,000 in rent to a non-existent entity.
  - Deprivation of the ability to transact with the actual landlords named in the lease for these specific payments.

- The misrepresentation of the P.O. Box as a suite number directly interfered with the Tenant's ability to effectuate proper and timely service of legally significant correspondence, prejudicing statutory rights.
  - Incurring costs and attorneys' fees to investigate and pursue remedies.
9. **Aggravated Nature of the Fraud:** The fraudulent conduct of the Defendants, particularly Defendant Rollins given his profound understanding of legal and ethical standards derived from his service on Missouri's highest ethics and judicial discipline committees, was willful, wanton, and undertaken with a clear and conscious disregard for the truth and the rights of the Tenant. This conduct was designed to obfuscate financial dealings, evade regulatory requirements, and create an illusion of a corporate structure where none existed, thereby justifying the imposition of punitive damages.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for compensatory damages in an amount to be proven at trial but not less than \$36,000, statutory damages where applicable, punitive damages, pre-judgment and post-judgment interest, attorneys' fees and costs as permitted by law and contract, and such other and further relief as this Court deems just and proper.

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## **COUNT 2: VIOLATION OF FLORIDA STATUTES § 605.0902 – TRANSACTING BUSINESS WITHOUT REGISTRATION (AND OPERATING AS A FICTITIOUS NON-ENTITY)**

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Count 1 as though fully set forth herein.

1. This count asserts a claim against Defendants Luther J. Rollins Jr. and Mary O. Polk for violating Florida Statutes § 605.0902 by transacting substantial and continuous business in the State of Florida through "Amarlu Enterprises," which was neither a registered foreign entity nor, in fact, any legally constituted business entity whatsoever, thereby rendering their business activities unlawful and exposing them to personal liability for all obligations incurred.
2. **Statutory Requirement for Foreign Entities:** Florida Statutes § 605.0902(1) mandates that a "foreign limited liability company may not transact business in this state until it obtains a certificate of authority from the department [Florida Department of State]." While this statute specifically addresses foreign LLCs, the underlying principle extends to any foreign business entity seeking to conduct ongoing business within Florida; it must do so under a legally recognized and, where required, registered structure.
3. **"Amarlu Enterprises" – A Non-Existent Legal Entity:** As established in Count 1 and supported by documentary evidence:
  - "Amarlu Enterprises" is not a foreign limited liability company, nor is it any other form of legally constituted business entity (e.g., corporation, partnership) in North Carolina or any other state.
  - It is merely an assumed business name certificate filed by the Defendants personally in Catawba County, North Carolina, which confers no separate legal personality, corporate status, or authority to act as an independent entity.
4. **Transacting Business in Florida:** Defendants, operating under the guise of "Amarlu Enterprises," engaged in continuous and substantial business transactions in Florida. These transactions include, but are not limited to:
  - The systematic collection of monthly rental payments totaling \$36,000 from the Tenant for a residential property located in Gulfport, Florida.
  - The direction of these payments across state lines from Florida to a P.O. Box in North Carolina under the name "Amarlu Enterprises."
  - The management and operation of a Florida rental property, including communications regarding lease terms and property maintenance, implicitly or explicitly under the umbrella of "Amarlu Enterprises" as the designated recipient of funds.
  - The attempt to enforce lease provisions and make claims against the Tenant's security deposit, with correspondence and financial dealings channeled through or associated with "Amarlu Enterprises."
5. **Aggravated Violation – Beyond Mere Failure to Register:** The Defendants' conduct constitutes a more severe violation than a mere failure of a legitimate foreign entity to register in Florida. Here, there was **no legal entity to register in the first place.**

- By collecting substantial Florida-derived income under the name "Amarlu Enterprises," a non-existent legal entity, Defendants engaged in a sham business operation.
- This is not simply a procedural oversight but a fundamental misrepresentation of business status, effectively impersonating a legitimate business entity to conduct interstate commerce.

**6. Consequences of Transacting Business Without Authority:**

- Florida Statutes § 605.0902(5) provides that a foreign LLC transacting business in Florida without a certificate of authority may not maintain a proceeding in any court in Florida until it obtains one. While "Amarlu Enterprises" is not an LLC, the principle underscores Florida's policy against unregistered business activity. More critically, because "Amarlu Enterprises" is a non-entity, it could *never* obtain such a certificate.
- The common law and public policy of Florida disfavor parties who conduct business illegally or under false pretenses from benefiting from such activities or enforcing contracts related thereto.
- The Defendants, by operating through a non-existent entity, have forfeited any claim to limited liability (which they never legally established anyway) and are **personally liable** for all debts, obligations, and liabilities incurred or arising from the business transacted in Florida under the name "Amarlu Enterprises." This includes the obligation to return funds improperly collected.

**7. Direct Harm to Plaintiff:** The Defendants' unlawful transaction of business in Florida through the fictitious "Amarlu Enterprises" directly harmed the Plaintiff by:

- Inducing Plaintiff to remit \$36,000 to an entity with no legal standing, accountability, or proper registration in Florida.
- Creating a situation where Plaintiff was dealing with an opaque and unregulated operation, lacking the transparency and legal protections afforded when transacting with legitimately registered businesses.
- Complicating the resolution of disputes, such as the security deposit claim, by interposing a non-existent entity as the apparent counterparty.

**8. Personal Liability of Defendants:** Because "Amarlu Enterprises" has no legal existence, all actions taken, funds received, and obligations incurred under that name are, by legal necessity, the personal actions, receipts, and obligations of the individuals operating under that name – namely, Luther J. Rollins Jr. and Mary O. Polk. They cannot hide behind a name that represents no legal structure.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for damages arising from their unlawful transaction of business in Florida, including but not limited to the restitution of all funds improperly collected under the name "Amarlu Enterprises," statutory penalties if applicable, attorneys' fees and costs, and such other and further relief as this Court deems just and proper. Furthermore, Plaintiff requests a declaration that any actions taken or claims made by "Amarlu Enterprises" are void and that all liabilities arising from the Florida rental operations are the personal liabilities of the Defendants.

### **COUNT 3: UNJUST ENRICHMENT**

**Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction, Count 1, and Count 2 as though fully set forth herein.**

1. This count asserts a claim for unjust enrichment against Defendants Luther J. Rollins Jr. and Mary O. Polk, who knowingly received and retained a benefit—substantial rental payments—from the Plaintiff under circumstances where it would be inequitable for them to retain such benefit without full restitution, particularly given the deceptive and unlawful means by which the benefit was obtained through the fictitious "Amarlu Enterprises."
2. **Benefit Conferred Upon Defendants:** Plaintiff conferred a direct and tangible monetary benefit upon the Defendants by making eight (8) monthly rent payments of \$4,500 each, totaling \$36,000.
  - Although these payments were made payable to "Amarlu Enterprises" per the Defendants' instructions, "Amarlu Enterprises" was a non-existent legal entity.

- Therefore, the funds were, in reality, received and controlled by the Defendants personally, as they were the individuals operating under the assumed name "Amarlu Enterprises" and were the ultimate beneficiaries of the bank account(s) into which these funds were deposited.
3. **Defendants' Appreciation or Knowledge of the Benefit:** Defendants were fully aware of and appreciated the benefit conferred by the Plaintiff.
    - They personally established "Amarlu Enterprises" as an assumed business name.
    - They personally instructed the Plaintiff to remit payments to "Amarlu Enterprises."
    - They personally controlled the disposition of the funds received under the name "Amarlu Enterprises."
    - The receipt of \$36,000 in rental income was a direct financial gain for the Defendants.
  4. **Inequitable Retention of the Benefit:** It would be unjust and inequitable for the Defendants to retain the benefit of these rental payments under the circumstances, which include:
    - **Fraudulent Inducement:** The payments were induced by the Defendants' fraudulent misrepresentations regarding the nature and legitimacy of "Amarlu Enterprises," as detailed in Count 1. Plaintiff would not have remitted payments to a non-existent entity had the true facts been disclosed.
    - **Unlawful Business Activity:** The payments were collected as part of Defendants' unlawful transaction of business in Florida through an unregistered and fictitious non-entity, as detailed in Count 2. Florida public policy disfavors allowing parties to profit from illegal or deceptive business practices.
    - **Lack of Consideration from a Legitimate Entity:** While Plaintiff received the benefit of occupying the leased premises, the payments were directed to "Amarlu Enterprises," an entity that provided no legal consideration, had no legal standing to receive funds, and offered no corporate or business accountability. The contractual obligation for rent was to Rollins and Polk individually, yet they diverted these specific payments to a sham.
    - **Violation of Lease Terms (by Implication):** The Lease identified Rollins and Polk as the landlords. By instructing payments to a separate, undisclosed, and non-existent entity without a formal lease amendment, Defendants created a payment structure outside the clear terms of the contract, for their own benefit and to the Plaintiff's potential detriment.
    - **Evasion of Transparency and Accountability:** The use of "Amarlu Enterprises" allowed Defendants to receive funds in a manner that lacked the transparency and accountability associated with payments made directly to the named individual landlords or to a legitimately registered business entity.
  5. **Damages:** As a result of Defendants' unjust enrichment, Plaintiff has been damaged in the amount of \$36,000, representing the sum of rental payments inequitably obtained and retained by the Defendants through the artifice of "Amarlu Enterprises."
  6. **Restitution Required:** To prevent the Defendants from being unjustly enriched at the Plaintiff's expense, equity requires that the Defendants make full restitution to the Plaintiff of all sums they received through this improper and deceptive payment scheme.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for restitution in the amount of \$36,000, representing the funds by which they were unjustly enriched, plus pre-judgment and post-judgment interest, attorneys' fees and costs as permitted by law, and such other and further relief as this Court deems just and proper.

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#### **COUNT 4: VIOLATION OF FLORIDA LANDLORD-TENANT ACT – FLORIDA STATUTES § 83.49 (SECURITY DEPOSITS; IMPROPER CLAIMS AND NOTICE) AND § 83.46 (LEASE CONSTRUCTION)**

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, and 3 as though fully set forth herein.

1. This count asserts a claim against Defendants Luther J. Rollins Jr. and Mary O. Polk for multiple violations of the Florida Residential Landlord and Tenant Act, Chapter 83, Part II, Florida Statutes, specifically concerning the handling of the Plaintiff's security deposit, the provision of legally compliant notices, and the adherence to the clear terms of the lease agreement.
2. **Lease Agreement and Security Deposit:**

- Pursuant to the Lease agreement, Plaintiff paid a security deposit of \$4,500 to the Defendants. This payment was part of the initial \$13,500 cashier's check made payable directly to Defendant Luther Rollins.
- Florida Statutes § 83.49 governs the landlord's obligations regarding tenant security deposits.

**3. Improper Notice of Intent to Impose Claim on Security Deposit:**

- Upon termination of the tenancy, Defendants, or individuals acting on their behalf under the guise of "Amarlu Enterprises," attempted to impose a claim on the Plaintiff's security deposit.
- Florida Statutes § 83.49(3)(a) requires a landlord to send notice of intent to impose a claim on the security deposit by certified mail to the tenant's last known mailing address within 30 days of the tenant vacating the premises.
- Any such notice sent by the Defendants (or "Amarlu Enterprises") was deficient and improper due to, inter alia, the Defendants' established practice of using a misrepresented mailing address for "Amarlu Enterprises" ("231 Government Ave SW #3097, Hickory, NC 28603," which was a P.O. Box, not a suite).
- This deceptive addressing practice, used for receiving rent and for official correspondence, created a high likelihood of confusion and delivery issues for any certified mail sent by the Tenant in response, or to the Tenant if the landlord's return address on their notice used this same deceptive format.
- The Defendants' use of a non-existent entity ("Amarlu Enterprises") as the purported sender or manager of such notices further complicates the validity and legal standing of any claim made. A non-entity cannot legally make a claim against a security deposit.

**4. Frustration of Tenant's Right to Object:**

- Florida Statutes § 83.49(3)(b) provides the tenant with 15 days after receipt of the landlord's notice of intention to impose a claim to object in writing to the deduction.
- The Defendants' fraudulent misrepresentation of their P.O. Box as a "suite" number, and the general confusion created by operating through the fictitious "Amarlu Enterprises," directly impeded and frustrated the Plaintiff's ability to timely and effectively serve any objection or other legally significant correspondence. Certified mail sent by the Plaintiff to the address provided by the Defendants for "Amarlu Enterprises" may have been returned, delayed, or improperly handled due to the address anomaly, thereby prejudicing Plaintiff's statutory rights to contest the claim.

**5. Failure to Adhere to Lease Terms and Implied Duty of Good Faith (Fla. Stat. § 83.46):**

- Florida Statutes § 83.46(1) states that if a written lease is provided, it should be "for the rental or lease of a specific dwelling unit." The lease clearly identified Luther J. Rollins Jr. and Mary O. Polk as the landlords.
- The subsequent introduction of "Amarlu Enterprises" as the payee for rent, without a formal lease addendum and without disclosing its non-existent legal status, constituted a unilateral and deceptive alteration of the operational terms of the tenancy.
- This conduct violates the implied covenant of good faith and fair dealing inherent in every contract, including lease agreements, and undermines the clarity and integrity of the written lease. The Defendants, by operating through a sham entity, failed to act in good faith in their dealings with the Tenant concerning financial transactions and official notices.

**6. Forfeiture of Right to Claim Security Deposit:**

- Given the failure to comply strictly with the notice provisions of § 83.49, potentially compounded by bad faith in their claims and deceptive communication practices, Defendants have forfeited their right to impose any claim upon the security deposit and must return the full amount to the Plaintiff.
- The claims made against the security deposit may also be pretextual or inflated, further evidencing bad faith.

**7. Damages and Attorneys' Fees:**

- As a direct result of Defendants' violations of Chapter 83, Florida Statutes, Plaintiff is entitled to the return of the full \$4,500 security deposit.
- Florida Statutes § 83.49(3)(c) provides that if either party institutes an action to adjudicate their right to the security deposit and prevails, they are entitled to receive their court costs plus a reasonable fee for their attorney.
- Plaintiff may also be entitled to actual damages resulting from the Defendants' failure to comply with the statute, potentially including damages for wrongful withholding if bad faith is proven.

**WHEREFORE**, Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for:

- a. The immediate return of the full security deposit of \$4,500;
  - b. A declaration that Defendants have forfeited any right to claim against the security deposit;
  - c. Actual damages sustained by Plaintiff as a result of Defendants' statutory violations;
  - d. Reasonable attorneys' fees and court costs pursuant to Florida Statutes § 83.48 and § 83.49(3)(c);
  - e. Pre-judgment and post-judgment interest; and
  - f. Such other and further relief as this Court deems just and proper.
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## **COUNT 5: CIVIL THEFT (FLORIDA STATUTES § 772.11)**

**Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, and 4 as though fully set forth herein.**

1. This count asserts a claim for civil theft against Defendants Luther J. Rollins Jr. and Mary O. Polk pursuant to Florida Statutes § 772.11, arising from their felonious intent to temporarily or permanently deprive the Plaintiff of the right to property or a benefit therefrom, specifically the \$36,000 in rental payments obtained through deceptive means and the \$4,500 security deposit wrongfully withheld.
2. **Statutory Basis for Civil Theft:** Florida Statutes § 772.11 provides a civil remedy for theft, robbery, and related crimes. A violation occurs when a person proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of Florida Statutes §§ 812.012-812.037 or §§ 825.103(1). Florida Statute § 812.014 defines "theft" as knowingly obtaining or using, or endeavoring to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) Deprive the other person of a right to the property or a benefit from the property; or (b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.
3. **Property Subject to Theft:**
  - **Rental Payments (\$36,000):** The eight monthly rental payments of \$4,500 each, totaling \$36,000, constitute property of the Plaintiff which was obtained by the Defendants.
  - **Security Deposit (\$4,500):** The \$4,500 security deposit, paid by Plaintiff to Defendant Rollins, remained the property of the Plaintiff, held in trust by the landlord, subject to legitimate claims made in strict compliance with Florida law.
4. **Defendants' Knowing Act of Obtaining or Using Property:**
  - **Rental Payments:** Defendants knowingly obtained the \$36,000 in rental payments by instructing Plaintiff to remit funds to "Amarlu Enterprises," a non-existent entity, under the false pretense that it was a legitimate business authorized to receive such payments. This was a calculated deception designed to channel funds directly to the Defendants personally while obscuring the transaction.
  - **Security Deposit:** Defendants have knowingly used or endeavored to use the Plaintiff's \$4,500 security deposit by failing to return it and/or by asserting improper, pretextual, or legally invalid claims against it, not in compliance with the strict requirements of Florida Statutes § 83.49, and potentially with the intent to permanently appropriate it to their own use.
5. **Felonious Intent to Deprive or Appropriate:** Defendants acted with the requisite felonious intent. This intent can be inferred from the totality of the circumstances, including:
  - The creation and use of a fictitious, non-existent business entity ("Amarlu Enterprises") to receive substantial funds, demonstrating a premeditated scheme of deception.
  - The misrepresentation of a P.O. Box as a "suite" to further the deception and potentially obstruct communication.
  - The failure to register "Amarlu Enterprises" to do business in Florida, indicating an intent to operate outside legal and regulatory frameworks.



- Defendant Rollins' status as a licensed attorney, which implies knowledge of the wrongfulness and illegality of such conduct, suggesting that the actions were not merely negligent but were undertaken with a conscious intent to deceive and unlawfully obtain funds.
  - The pattern of conduct designed to obscure their personal receipt of funds and evade accountability.
  - Regarding the security deposit, the assertion of claims through a non-entity, coupled with failures to adhere to statutory notice requirements and potentially inflated or baseless deductions, evidences an intent to unlawfully retain funds belonging to the Plaintiff.
6. **Damages:** As a direct and proximate result of Defendants' civil theft, Plaintiff has been injured by the loss of \$36,000 in rental payments improperly obtained and the wrongful withholding of the \$4,500 security deposit.
7. **Pre-Suit Notice:** Plaintiff has complied with, or will comply with, the pre-suit notice requirements of Florida Statutes § 772.11(1), by sending a written demand for payment to the Defendants at least 30 days prior to filing this claim for civil theft, demanding treble damages. (Alternatively, if this is the initial complaint: "Plaintiff will serve the requisite pre-suit notice pursuant to Fla. Stat. § 772.11(1) and, if the demand is not satisfied, will amend this complaint to seek treble damages and attorneys' fees as provided by the statute.")
8. **Entitlement to Treble Damages and Attorneys' Fees:** Pursuant to Florida Statutes § 772.11(1), upon proving by clear and convincing evidence that Plaintiff has been injured by Defendants' violation of § 812.014, Plaintiff is entitled to recover threefold the actual damages sustained and, in addition, reasonable attorney's fees and court costs in the trial and appellate courts.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for:

- a. Threefold the actual damages sustained by Plaintiff, which is three times \$40,500 (i.e., \$121,500), or such other amount as proven at trial;
- b. Reasonable attorneys' fees and court costs in the trial and appellate courts pursuant to Florida Statutes § 772.11(1);
- c. Pre-judgment and post-judgment interest; and
- d. Such other and further relief as this Court deems just and proper.

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## **COUNT 6: PROFESSIONAL MISCONDUCT AND BREACH OF HEIGHTENED DUTY OF CARE (AS TO DEFENDANT LUTHER J. ROLLINS JR.)**

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, 4, and 5 as though fully set forth herein.

1. This count asserts a claim against Defendant Luther J. Rollins Jr. ("Rollins") individually, based on his actions as a licensed attorney who, despite a profound background in overseeing legal and judicial ethics, orchestrated, facilitated, and personally benefited from a scheme involving misrepresentation, the use of a fictitious non-entity for substantial financial transactions, and conduct that is not only prejudicial to the administration of justice and the rights of the Plaintiff but also constitutes a flagrant breach of the heightened duty of care and ethical probity expected of an attorney with his specific experience.
2. **Defendant Rollins' Status and Unique Ethical Background:** At all relevant times, Defendant Rollins was, and is, an attorney licensed in Missouri and North Carolina. Critically, Defendant Rollins is not merely an attorney subject to general ethical rules; he previously served as a member of the **Missouri Supreme Court's Advisory Committee on Professional Responsibility and Legal Ethics (2001-2007)** and the **Missouri Commission on Retirement, Removal and Discipline of Judges (2001-2003)**.
  - Service on these distinguished bodies endowed Defendant Rollins with an expert-level understanding of, and a special responsibility to uphold, the highest standards of legal ethics, professional conduct, honesty, integrity, and compliance with the law.
  - His role on these committees involved defining, interpreting, and enforcing the ethical obligations of attorneys and the conduct of judges, making his alleged subsequent deviations from these principles particularly egregious.



3. **Landlord's Duties Compounded by Professional Ethical Obligations:** As a landlord, Rollins (along with Polk) owed statutory duties to the Plaintiff under the Florida Residential Landlord and Tenant Act. However, Rollins' actions must also be viewed through the lens of his professional obligations as an attorney, especially one with his background, which demand a superior standard of conduct even in personal business dealings that intersect with legal and financial representations.
4. **Rollins' Orchestration of Deceptive Practices in Dereliction of Ethical Standards:** Defendant Rollins, leveraging his legal knowledge or in knowing and reckless disregard of the ethical principles he once championed, was instrumental in:
  - Establishing "Amarlu Enterprises" as merely an assumed business name without any underlying legal entity, a structure he knew or should have known was insufficient and improper for the interstate collection of substantial rental income.
  - Directing or allowing the redirection of \$36,000 in rental payments from the Plaintiff to this non-existent entity, fully aware of its lack of legal standing and its non-registration in Florida.
  - Participating in or sanctioning the misrepresentation of a P.O. Box as a "suite" number for "Amarlu Enterprises," a deceptive practice designed to mislead and obstruct legal notice, directly contravening principles of candor and fairness.
  - Operating a multi-state rental income scheme through a fictitious non-entity, thereby evading Florida's registration requirements and potentially tax obligations, actions inconsistent with an attorney's duty to uphold the law.
  - Attempting to make claims against the Plaintiff's security deposit through, or in association with, the non-existent "Amarlu Enterprises," further perpetuating the fraud.
5. **Conduct Involving Dishonesty, Fraud, Deceit, or Misrepresentation:** Rollins' actions, as detailed throughout this complaint, constitute a pattern of conduct involving dishonesty, fraud, deceit, or misrepresentation. For an attorney, and particularly one who has served on high-level ethics and judicial disciplinary committees, such conduct represents a profound betrayal of professional trust and a direct violation of the core tenets of legal ethics.
6. **Breach of Heightened Duty and Harm to Plaintiff:**
  - Given his background, Defendant Rollins owed a heightened duty of care to ensure all his dealings, especially those involving legal forms, financial transactions across state lines, and representations to third parties like the Plaintiff, were conducted with utmost probity and in full compliance with the law. He breached this duty.
  - Plaintiff was directly harmed by this conduct, being induced to pay significant sums to a sham entity and having her statutory rights regarding notices and the security deposit impeded by deceptive practices orchestrated or sanctioned by an attorney who should have been a paragon of lawful conduct.
  - Such conduct by an attorney with Rollins' specific past responsibilities brings the legal profession into disrepute and is severely prejudicial to the administration of justice.
7. **Personal Culpability Beyond Landlord Status – A Knowing Violation:** Defendant Rollins' status and extensive experience on ethics and disciplinary committees demonstrate that his actions were not the result of ignorance or mere negligence. They suggest a knowing and willful decision to operate outside the bounds of law and ethical propriety, despite his expert familiarity with those boundaries. He knew, or is irrefutably presumed to have known, that:
  - An assumed name does not create a legal entity capable of shielding liability or independently contracting.
  - Conducting business through an unregistered, non-existent foreign entity is unlawful and deceptive.
  - Misrepresenting addresses and payee information is fraudulent.
  - Such actions would expose him to severe personal liability and constitute serious professional misconduct.
8. **Damages:** As a direct result of Rollins' professional misconduct and breach of his heightened duty of care in facilitating and participating in this deceptive scheme, Plaintiff has suffered the damages outlined in previous counts. This count specifically highlights the aggravated nature of the wrongdoing due to Rollins' unique professional background and his flagrant disregard for the ethical standards he was once tasked to uphold, forming a strong basis for punitive damages and mandatory reporting to relevant Bar Associations.

**WHEREFORE,** Plaintiff demands judgment against Defendant Luther J. Rollins Jr. for compensatory damages as previously detailed, and further asserts that Defendant Rollins' conduct as a licensed attorney with a distinguished background in legal and judicial ethics, involving dishonesty, fraud, deceit, and a breach of his heightened duty of care in the orchestration and execution of the "Amarlu Enterprises" scheme, warrants the imposition of significant punitive damages to deter such egregious misconduct by professionals entrusted with upholding the law. Plaintiff will refer this matter to the Missouri Bar, the North Carolina State Bar, and any other relevant disciplinary authorities.

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## COUNT 7: DECLARATORY RELIEF

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, 4, 5, and 6 as though fully set forth herein.

1. This count seeks declaratory relief pursuant to Chapter 86, Florida Statutes, to determine the rights, status, and legal relations of the parties arising from the Lease agreement, the Defendants' use of the fictitious non-entity "Amarlu Enterprises," and the Defendants' violations of Florida law. There exists a bona fide, actual, present, and practical need for a declaration of these rights.
2. **Actual Controversy:** An actual controversy has arisen and now exists between Plaintiff and Defendants concerning:
  - The legal status and enforceability of the Lease agreement in light of the Defendants' fraudulent inducement and subsequent conduct.
  - The legal effect of directing rental payments to "Amarlu Enterprises," a non-existent legal entity not named in the Lease.
  - The Defendants' right, if any, to retain any portion of the Plaintiff's security deposit given their non-compliance with Florida Statutes § 83.49 and their operation through a fictitious non-entity.
  - The personal liability of Defendants Luther J. Rollins Jr. and Mary O. Polk for all obligations, damages, and funds received in connection with the Florida rental property, notwithstanding their attempts to operate under the guise of "Amarlu Enterprises."
  - The void or voidable nature of any claims, notices, or actions taken by or in the name of "Amarlu Enterprises" concerning the tenancy.
3. **Plaintiff's Asserted Rights and Status:** Plaintiff asserts that:
  - The Lease agreement was tainted by fraudulent misrepresentation and concealment from its operational inception (regarding payment instructions) and is therefore voidable at Plaintiff's election, or that specific terms requiring payment to "Amarlu Enterprises" are unenforceable.
  - "Amarlu Enterprises" has no legal standing, rights, or ability to act as a landlord, receive rental payments, make claims against a security deposit, or be a party to any legal proceeding.
  - All rental payments made to "Amarlu Enterprises" were, in legal effect, payments made to Defendants Rollins and Polk personally, but under circumstances of fraud and unjust enrichment, entitling Plaintiff to their restitution.
  - Defendants Rollins and Polk are personally, jointly, and severally liable for all damages suffered by Plaintiff and for all obligations arising from the tenancy and their unlawful conduct.
  - Defendants have forfeited any right to the Plaintiff's security deposit due to their violations of Florida Statutes § 83.49 and their bad faith conduct.
  - Any attempt by Defendants to enforce the Lease against Plaintiff, particularly any claims for damages or unpaid rent asserted under the name "Amarlu Enterprises" or by Defendants personally based on the tainted contract, is barred.
4. **Necessity of Declaration:** A declaration of rights is necessary to:
  - Resolve the uncertainties and controversies between the parties.
  - Determine the lawful disposition of the \$36,000 in rental payments made to "Amarlu Enterprises" and the \$4,500 security deposit.
  - Clarify that Defendants cannot shield themselves from personal liability through the artifice of a non-existent entity.
  - Prevent future similar misconduct by the Defendants.
  - Guide the parties in any further actions or obligations related to the terminated tenancy.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter a Declaratory Judgment adjudicating and declaring the following:

- a. That "Amarlu Enterprises" is not, and never was, a legal entity and possesses no legal rights, standing, or capacity to act in relation to the Lease or the Plaintiff.
- b. That all actions, notices, claims, or demands made by or in the name of "Amarlu Enterprises" concerning the Plaintiff or the Lease are null, void, and of no legal effect.
- c. That Defendants Luther J. Rollins Jr. and Mary O. Polk are personally, jointly, and severally liable for all obligations and damages arising from the Lease and their operation of the rental property, including the return of rental payments made to "Amarlu Enterprises" and the full security deposit.
- d. That the Lease agreement, or at least those provisions directing payment to "Amarlu Enterprises" or relied upon by Defendants to make claims through "Amarlu Enterprises," is void or unenforceable against the Plaintiff due to fraudulent inducement, illegality, and public policy.
- e. That Defendants have forfeited any and all rights to claim any portion of the Plaintiff's \$4,500 security deposit.
- f. Such other and further declarations of right, status, or legal relation as the Court deems just and proper.
- g. An award of attorneys' fees and costs incurred in bringing this action for declaratory relief, as permitted by law.

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## **COUNT 8: DAMAGES (INCLUDING PUNITIVE DAMAGES)**

**Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, 4, 5, 6, and 7 as though fully set forth herein.**

1. This count seeks to recover all compensatory, statutory, and punitive damages to which Plaintiff is entitled as a direct and proximate result of the Defendants' wrongful conduct, including their fraudulent misrepresentations, operation of a sham business entity, violations of Florida statutory law, unjust enrichment, civil theft, professional misconduct, and bad faith actions.
2. **Compensatory Damages:** As a direct result of the Defendants' actions, Plaintiff has suffered actual compensatory damages, including but not limited to:
  - The \$36,000 in rental payments made to the fictitious non-entity "Amarlu Enterprises" under fraudulent pretenses.
  - The \$4,500 security deposit wrongfully withheld and subjected to improper claims by the Defendants.
  - Costs incurred in investigating the nature of "Amarlu Enterprises" and the Defendants' scheme.
  - Costs associated with disrupted mail and communications due to the Defendants' deceptive addressing practices.
  - Other pecuniary losses to be proven at trial.
3. **Statutory Damages:** Plaintiff is entitled to statutory damages as provided under Florida law, including but not limited to:
  - Treble damages for civil theft pursuant to Florida Statutes § 772.11, as detailed in Count 5.
  - Attorneys' fees and costs as provided under Florida Statutes § 83.48, § 83.49(3)(c) (Landlord-Tenant Act), § 772.11 (Civil Theft), and § 501.2105 (FDUTPA).
4. **Punitive Damages:** The conduct of Defendants Luther J. Rollins Jr. and Mary O. Polk was willful, wanton, malicious, and undertaken with reckless disregard for the rights of the Plaintiff and in violation of law and public policy, thereby warranting the imposition of substantial punitive damages pursuant to Florida Statutes § 768.72 and common law. The grounds for punitive damages are particularly compelling given Defendant Rollins' unique background.
  - **Intentional Misconduct and Gross Negligence:** Defendants engaged in intentional misconduct by deliberately creating and operating through a fictitious non-entity ("Amarlu Enterprises") to collect substantial sums, misrepresenting material facts, and employing deceptive practices. This conduct far exceeds mere negligence and constitutes, at a minimum, gross negligence.
  - **Aggravated Basis for Punitive Damages Due to Defendant Rollins' Ethical Oversight Background:** The argument for punitive damages is profoundly amplified by Defendant Luther J. Rollins Jr.'s prior service on the **Missouri Supreme Court's Advisory Committee on Professional Responsibility and Legal Ethics (2001-2007)** and the **Missouri Commission on Retirement, Removal and Discipline of Judges (2001-2003)**.

- His intimate, expert-level familiarity with legal ethics, professional responsibility, and the prohibitions against dishonesty, fraud, and deceit means his alleged participation in and orchestration of the "Amarlu Enterprises" scheme was not merely wrongful, but a knowing and flagrant repudiation of the very principles he was once tasked to uphold and enforce.
  - This background transforms the assessment of his conduct from that of a potentially errant landlord to that of a legal professional who consciously chose to subvert fundamental legal and ethical norms.
  - **Specific Grounds for Punitive Damages Include:**
    - The premeditated scheme of fraudulent misrepresentation in directing payments to a non-existent entity, executed with a sophisticated understanding of its impropriety.
    - The unlawful transaction of business in Florida without registration and through a sham entity, by an individual fully cognizant of legal compliance requirements.
    - The deceptive use of a P.O. Box misrepresented as a "suite" to obstruct communication and legal process, a tactic inconsistent with the candor expected of any individual, let alone an attorney with Rollins' background.
    - The bad faith handling and improper claims against the Plaintiff's security deposit.
    - The clear demonstration that Defendant Rollins' actions were not born of ignorance or mistake, but rather a calculated decision to operate outside the bounds of law and ethics, despite his profound familiarity with those boundaries.
    - The significant potential for tax evasion and mail fraud inherent in the scheme.
    - The compelling public interest in deterring such egregious misconduct, especially by licensed attorneys and those who have held positions of ethical oversight within the legal profession.
  - **Financial Worth of Defendants:** The financial worth of the Defendants is a relevant factor in determining an appropriate amount of punitive damages sufficient to punish them and deter future misconduct. Plaintiff will seek discovery regarding Defendants' financial status.
5. **Nexus to Harm:** All damages sought herein are a direct and proximate result of the Defendants' collective and individual wrongful acts as detailed throughout this complaint.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for:

- a. Compensatory damages in an amount to be proven at trial, but not less than \$40,500.
- b. Statutory damages, including treble damages for civil theft.
- c. Punitive damages in an amount sufficient to punish the Defendants for their willful, wanton, and malicious conduct, particularly considering Defendant Rollins' background and the calculated nature of the deception, and to deter similar conduct in the future.
- d. Reasonable attorneys' fees and court costs in the trial and appellate courts.
- e. Pre-judgment and post-judgment interest.
- f. Such other and further relief as this Court deems just and proper.

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## **COUNT 9: VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FDUTPA) – FLORIDA STATUTES § 501.201 ET SEQ.**

**Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, 4, 5, 6, 7, and 8 as though fully set forth herein.**

1. This count asserts a claim against Defendants Luther J. Rollins Jr. and Mary O. Polk for violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes, arising from their unfair and deceptive acts and practices committed in the conduct of trade or commerce.
2. **Statutory Prohibition:** Florida Statutes § 501.204(1) declares unlawful "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

3. **"Trade or Commerce" Defined:** The term "trade or commerce" under FDUTPA is broadly defined and includes the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. The leasing of residential property and the collection of rent fall within the scope of "trade or commerce" as defined by FDUTPA.
4. **Deceptive Acts or Practices:** Defendants engaged in deceptive acts or practices likely to mislead a consumer acting reasonably under the circumstances. These deceptive acts include, but are not limited to:
  - Representing, directly or by implication, that "Amarlu Enterprises" was a legitimate business entity authorized to receive rental payments and conduct business related to the Lease, when in fact it was a non-existent legal entity and merely an assumed business name personally controlled by the Defendants.
  - Instructing Plaintiff to remit substantial rental payments (\$36,000) to this fictitious non-entity.
  - Failing to disclose the true nature of "Amarlu Enterprises" and its lack of legal standing or registration to do business in Florida.
  - Misrepresenting a P.O. Box ("231 Government Ave SW #3097, Hickory, NC 28603") as a "suite" number, thereby creating a false impression of a physical business office and potentially impeding mail delivery and legal communications.
  - Failing to provide clear, truthful, and non-misleading information regarding the identity of the party to whom financial obligations under the Lease were due.
5. **Unfair Acts or Practices:** Defendants engaged in unfair acts or practices that offend established public policy and are unethical, unscrupulous, and substantially injurious to consumers (in this case, the Tenant). These unfair acts include, but are not limited to:
  - Operating a residential rental business in Florida through an unregistered and fictitious non-entity, thereby evading regulatory oversight, transparency, and accountability.
  - Structuring financial transactions in a manner designed to obscure the personal receipt of funds by the Defendants.
  - Utilizing deceptive addressing and communication practices that hindered the Plaintiff's ability to exercise statutory rights, particularly concerning the security deposit.
  - Attempting to enforce lease provisions or make claims (e.g., against the security deposit) through or in the name of the non-existent "Amarlu Enterprises."
6. **Causation and Actual Damages:** As a direct and proximate result of the Defendants' deceptive and unfair trade practices, Plaintiff has suffered actual damages, including but not limited to:
  - The \$36,000 in rental payments made to the fictitious "Amarlu Enterprises" under misleading circumstances.
  - The \$4,500 security deposit wrongfully withheld or subjected to improper claims facilitated by the deceptive practices.
  - Costs incurred in investigating the Defendants' scheme and seeking to rectify the harm caused.
  - Other ascertainable losses resulting from the Defendants' FDUTPA violations.
7. **Attorneys' Fees and Costs:** Pursuant to Florida Statutes § 501.2105, a prevailing consumer in an FDUTPA action is entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
8. **Public Interest:** The Defendants' conduct affects the public interest, as such deceptive and unfair practices in the residential leasing market have the potential to harm other tenants and undermine confidence in legitimate rental transactions.

**WHEREFORE,** Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for:

- a. Actual damages sustained by Plaintiff as a result of Defendants' violations of FDUTPA, in an amount to be proven at trial but not less than \$40,500.
- b. Reasonable attorneys' fees and court costs pursuant to Florida Statutes § 501.2105.
- c. Declaratory relief as appropriate under FDUTPA.
- d. Pre-judgment and post-judgment interest.
- e. Such other and further relief as this Court deems just and proper under FDUTPA.

## COUNT 10: BREACH OF CONTRACT

Plaintiff realleges and incorporates by reference all preceding paragraphs of the Introduction and Counts 1, 2, 3, 4, 5, 6, 7, 8, and 9 as though fully set forth herein.

1. This count asserts a claim against Defendants Luther J. Rollins Jr. and Mary O. Polk for breach of the written residential lease agreement (the "Lease") entered into on or about October 24, 2023, for the property located at 2649 Tifton Street S, Gulfport, Florida.
2. **Existence of a Valid Contract:** A valid and enforceable written Lease agreement existed between Plaintiff, as Tenant, and Defendants Luther J. Rollins Jr. and Mary O. Polk, as Landlord. The Lease explicitly identifies "Luther J. Rollins Jr. and Mary O. Polk" as the "Landlord."
3. **Plaintiff's Performance or Excused Non-Performance:** Plaintiff duly performed all material obligations required under the Lease, including the timely payment of rent as instructed (albeit to a fraudulently designated payee) and compliance with other lease covenants, or alternatively, any alleged non-performance by Plaintiff was excused or directly caused by the Defendants' own breaches, fraudulent conduct, and failure to act in good faith.
4. **Defendants' Breach of Express and Implied Terms:** Defendants breached multiple express and implied terms of the Lease agreement, including but not limited to:
  - **Breach of Identity of Landlord and Payee:** The Lease identified "Luther J. Rollins Jr. and Mary O. Polk" as the Landlord to whom obligations were owed. By subsequently instructing Plaintiff to remit eight months of rent (\$36,000) to "Amarlu Enterprises"—a non-existent, non-party entity—without a formal, written, and mutually agreed-upon lease amendment, Defendants unilaterally and improperly altered a fundamental term of the contract regarding the identity of the payee. This constituted a breach of the clear terms establishing the parties to the financial transaction.
  - **Breach of Implied Covenant of Good Faith and Fair Dealing:** Every Florida contract, including residential leases, contains an implied covenant of good faith and fair dealing. Defendants breached this covenant through their entire course of conduct, including:
    - Deceptively instructing payments to a fictitious non-entity.
    - Misrepresenting their business structure and the nature of "Amarlu Enterprises."
    - Using a misrepresented P.O. Box address for official communications, thereby hindering Plaintiff's ability to exercise contractual and statutory rights.
    - Failing to handle the security deposit in good faith and in accordance with the law (which is implicitly part of the lease agreement).
    - Operating the tenancy under a veil of deceit that undermined the trust and transparency essential to the landlord-tenant relationship.
  - **Breach of Statutory Obligations Incorporated into the Lease:** The Lease is subject to and incorporates the provisions of the Florida Residential Landlord and Tenant Act (Chapter 83, Part II, Florida Statutes). Defendants' violations of Florida Statutes § 83.49 (regarding security deposits and notice procedures) and their failure to operate as a legally compliant landlord (e.g., by attempting to transact business through an unregistered, non-existent entity) constitute breaches of obligations that are integral to the lease agreement.
  - **Failure to Provide a Lawful and Accountable Landlord Entity:** Implicit in the Lease was the understanding that Plaintiff was contracting with legally identifiable and accountable individuals. By interposing the sham "Amarlu Enterprises," Defendants breached their obligation to act as the transparent and legally cognizable Landlord identified in the Lease.
5. **Damages Resulting from Breach:** As a direct and proximate result of Defendants' breaches of the Lease agreement, Plaintiff has suffered damages, including but not limited to:
  - The \$36,000 in rental payments misdirected to the non-existent "Amarlu Enterprises," which were not paid to the contractually identified Landlord in a transparent and legally sound manner.
  - The \$4,500 security deposit improperly withheld or subjected to claims in breach of the Lease and incorporated statutory duties.
  - Costs incurred in attempting to communicate with the Landlord through the deceptive channels provided.

- Attorneys' fees and costs incurred in enforcing Plaintiff's rights under the Lease, to the extent recoverable by statute or if the lease contains an attorneys' fees provision. (Note: Florida Statute § 83.48 provides for attorneys' fees to the prevailing party in actions to enforce the rental agreement or Chapter 83, Part II).

**WHEREFORE**, Plaintiff demands judgment against Defendants Luther J. Rollins Jr. and Mary O. Polk, jointly and severally, for:

- a. Compensatory damages resulting from their breach of contract, in an amount to be proven at trial but not less than \$40,500.
- b. Specific performance, if applicable, regarding the return of the security deposit.
- c. Reasonable attorneys' fees and court costs pursuant to Florida Statutes § 83.48 and/or any applicable lease provision.
- d. Pre-judgment and post-judgment interest.
- e. Such other and further relief as this Court deems just and proper.

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## CONCLUSION

In conclusion, the evidence overwhelmingly demonstrates a calculated and multifaceted scheme perpetrated by Defendants Luther J. Rollins Jr. and Mary O. Polk against the Plaintiff. This was not a mere contractual misunderstanding or a simple failure to comply with isolated statutory provisions. Instead, the Defendants, with Defendant Rollins at the helm, embarked on a course of conduct characterized by deliberate misrepresentation, the operation of a sham business entity, and a consistent pattern of bad faith designed to unlawfully extract funds, evade regulatory scrutiny, and obstruct the Plaintiff's rights.

The revelation that "Amarlu Enterprises" was nothing more than a fictitious name, devoid of any legal substance, yet used as the designated recipient for \$36,000 in rental payments, is the linchpin of this case. It dismantles any pretense of legitimate business operations and exposes the Defendants' actions as a direct and personal fraud upon the Plaintiff.

The culpability of Defendant Luther J. Rollins Jr. is profoundly amplified by his distinguished background as a former member of both the Missouri Supreme Court's Advisory Committee on Professional Responsibility and Legal Ethics and the Missouri Commission on Retirement, Removal and Discipline of Judges. An individual once entrusted with upholding the highest standards of legal and judicial integrity is now shown to have allegedly orchestrated a scheme that flagrantly violates those very principles. This background transforms his actions from mere wrongdoing to a knowing and egregious betrayal of the ethical duties incumbent upon any attorney, let alone one with his specific experience in ethical oversight. His conduct demonstrates not ignorance, but a calculated subversion of the law for personal gain.

The ten counts detailed herein—spanning fraudulent misrepresentation, unlawful business operations, unjust enrichment, specific violations of Florida's landlord-tenant and consumer protection laws, civil theft, professional misconduct, and breach of contract—collectively paint an undeniable picture of intentional wrongdoing. The Defendants' actions caused significant financial harm to the Plaintiff, frustrated her legal rights, and necessitate the full range of remedies sought.

There is no corporate veil to pierce because no corporation ever existed. Luther J. Rollins Jr. and Mary O. Polk are, and always were, the sole actors and beneficiaries of this deceptive enterprise, and they must be held personally, jointly, and severally liable for the entirety of the damages inflicted.

Therefore, Plaintiff respectfully but firmly demands judgment in her favor on all counts, seeking not only full restitution and compensatory damages for the financial losses and injuries sustained but also statutory damages, including treble damages for civil theft, and a significant award of punitive damages. Such punitive damages are essential not only to punish the Defendants for their willful, wanton, and malicious conduct—particularly given Mr. Rollins' background—but also to deter them and others from engaging in similar predatory and unlawful schemes that exploit tenants and undermine the integrity of lawful commerce and the legal profession. The relief sought is not merely justified; it is imperative to rectify the profound injustice perpetrated by the Defendants.